



## CITY COUNCIL AGENDA

Monday, December 4, 2023

Regular Session – 7:00 p.m.

Room 102

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### CALL TO ORDER

### REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

### PROCLAMATION

INTERNATIONAL VOLUNTEER DAY – DECEMBER 5

### PROMOTION

JOE MORDELL, LIEUTENANT – FIRE DEPARTMENT

### APPOINTMENTS

MATT SAGEN, ENGINEER/PARAMEDIC – FIRE DEPARTMENT

MAX VERLINSKY, ENGINEER/PARAMEDIC – FIRE DEPARTMENT

### PUBLIC HEARING

2022 CDBG Consolidated Annual Performance & Evaluation Report (CAPER)/**RESOLUTION R-216-23:**  
Approving the Community Development Block Grant (CDBG) Program Consolidated Annual Performance and  
Evaluation Report for Program Year 2022

### 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. **FIRST READING – ORDINANCE M-22-23:** Approving the Vacation of a Public Alley Near 1864 Illinois Street
2. **RESOLUTION R-215-23:** Approving and Authorizing the Expenditure of Funds Pursuant to a Proposal from Raucci & Sullivan Strategies, LLC for Intergovernmental and Legislative Advocacy Services from January 1, 2024 through December 31, 2024 in the Amount of \$5,000 Per Month. Budgeted Funds – Legislative/Contractual Services/Professional Services.
3. **RESOLUTION R-217-23:** Approving the Renewal of an Agreement with Police Law Institute, Inc., for Police Department Training for an Additional Three Years. Budgeted Funds – Police/Support Services/Training.
4. **RESOLUTION R-218-23:** Approving Task Order #8 to FGM Architects, Inc., Oak Brook, Illinois in the Amount of \$60,000 for Architectural Services for the Library Roof Replacement Project. Budgeted Funds – Facilities Replacement.
5. **RESOLUTION R-219-23:** Approving Task Order #7 to Trotter and Associates, Inc., St. Charles, Illinois in the Amount of \$119,088 for Engineering Services for the City Hall Electrical Improvements Project. Budgeted Funds – Facilities & Grounds Maintenance/Professional Services.
6. **RESOLUTION R-220-23:** Approving the Bid Award for Phase 5 Hazard Mitigation Grant Program – Group 1 Demolition to the Low Bidder, K.L.F. Enterprises, Inc., Markham, Illinois, in the amount of \$191,495.
7. **FIRST READING – ORDINANCE M-24-23:** Approving a Utility Franchise Agreement with Northern Illinois Gas Company, d/b/a Nicor Gas Company, for a 50-Year Term.
8. **RESOLUTION R-221-23:** Approving a Proposal from Northern Illinois Gas Company, d/b/a Nicor Gas Company, for a Supply of Gas for Municipal Buildings
9. **RESOLUTION R-222-23:** Approving Intergovernmental Agreements with Cook County and the Village of Rosemont for the Devon Avenue Sidepath Project Phase I Engineering Services
10. **RESOLUTION R-223-23:** Approving Task Order No. 1 with Berger Excavating Contractors, Inc., Wauconda, Illinois for Additional Water Service Repairs in the Amount of \$250,000. Budgeted Funds – Water Fund.
11. **RESOLUTION R-224-23:** Approving a Master Contract and Task Order No. 1 with Architectural Consulting Group, Ltd., Barrington, Illinois for Roof and Façade Rehabilitation at City-Owned Facilities in the Amount of \$79,920. Budgeted Funds – Facilities Replacement Fund and Facilities and Grounds Fund.
12. **RESOLUTION R-225-23:** Approving a New Master Contract with Civiltech Engineering, Inc., Itasca, Illinois
13. **RESOLUTION R-226-23:** Approving a New Master Contract with H.R. Green, Inc., McHenry, Illinois
14. **RESOLUTION R-227-23:** Approving a New Master Contract with Thomas Group Solutions, LLC, Hinsdale, Illinois

15. **RESOLUTION R-228-23:** Approving a New Master Contract with Walker Consultants/Engineering, Inc., Hoffman Estates, Illinois
16. **RESOLUTION R-229-23:** Approving a New Master Contract with Wunderlich-Malec Engineering, Inc., Eden Prairie, Minnesota
17. **RESOLUTION R-230-23:** Approving the Execution of Agreements with Subrecipients of Community Development Block Grant (CDBG) Funds for Program Year 2023
18. **RESOLUTION R-231-23:** Waiving the Competitive Bidding Process and Approving an Agreement with Northwest Animal Hospital in an Amount Not-to-Exceed \$35,000 for Police Department Use Associated with Stray Animals
19. **SECOND READING – ORDINANCE M-20-23:** Amending Title 7 of the Des Plaines City Code Regarding Residential Parking and Restricted Resident Parking Districts Near O’Hare International Airport
20. **SECOND READING – ORDINANCE M-19-23:** Levying Taxes for the City of Des Plaines, Cook County, Illinois for January 1, 2023 and ending December 31, 2023
21. Minutes/Regular Meeting – November 20, 2023
22. Minutes/Closed Session – November 20, 2023

**UNFINISHED BUSINESS**

1. **SECOND READING – ORDINANCE M-3-23:** Consideration of the Acquisition, through Condemnation of Fee Simple Title, to the Property Located at 1504 Miner Street (*deferred from 7/17/23, 9/5/23 City Council Meetings*)

**NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Dick Sayad, Chair
  - a. Warrant Register in the Amount of \$5,525,160.67 – **RESOLUTION R-232-23**
  - b. Approval of the 2024 Annual Budget for the City of Des Plaines – **RESOLUTION R-233-23**
2. **COMMUNITY DEVELOPMENT** – Alderman Colt Moylan, Chair
  - a. Consideration of a Zoning Map Amendment and Preliminary Planned Unit Development (PPUD) at 900 Graceland Avenue and 1217 Thacker Street – **FIRST READING – ORDINANCE Z-33-23**
  - b. Consideration of a Zoning Map Amendment from C-3 to R-4 at Approximately 919 and 921 Graceland Avenue (Former Contour Saws Parking Lot) – **FIRST READING – ORDINANCE Z-34-23**

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

**ADJOURNMENT**

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

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



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: November 17, 2023  
To: Aldermen  
From: Andrew Goczkowski, Mayor *AG..*  
Cc: Michael G. Bartholomew, City Manager  
Subject: Proclamation

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At the beginning of the December 4, 2023 City Council Meeting, we will be issuing a Proclamation declaring the 5th day of December as International Volunteer Day.

**OFFICE OF THE MAYOR**  
**CITY OF**  
**DES PLAINES, ILLINOIS**

**WHEREAS,** *International Volunteer Day is recognized annually on December 5<sup>th</sup>, and it is a day to note the efforts of volunteers in transforming their societies; and*

**WHEREAS,** *volunteering can provide life-changing experiences and bring about positive changes such as increased self-confidence, self-satisfaction, physical well-being, opportunities to network and gain new skills; and*

**WHEREAS,** *Des Plaines is a community known for its collaborative spirit and robust volunteer network, evident in the wide array of local opportunities for volunteering; and*

**WHEREAS,** *the volunteers in the Des Plaines community have demonstrated a spirit of personal concern and a wholehearted willingness to help others.*

*Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim the 5<sup>th</sup> of December as*

**INTERNATIONAL VOLUNTEER DAY**

*Dated this 4<sup>th</sup> day of December 2023.*

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*Andrew Goczkowski, Mayor*



**FIRE DEPARTMENT**

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

**Memorandum**

Date: October 31, 2023  
To: Mike Bartholomew, City Manager  
Cc: Dan Anderson, Fire Chief  
From: Matt Matzl, Deputy Fire Chief  
Subject: Recognition of Fire Department Promotion and Appointments

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**Issue:**

The Fire Department is proud to commemorate the recent promotions and appointments of personnel.

**Analysis:**

Personnel work extremely hard to achieve appointments or promotions within the Fire Department and should be recognized for their efforts.

**Recommendation:**

The following personnel would be recognized:

- Joe Mordell promoted to the rank of Lieutenant
- Matt Sagen appointed to the rank of Engineer/Paramedic
- Max Verlinsky appointed to the rank of Engineer/Paramedic



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 21, 2023

To: Michael G. Bartholomew, City Manager

From: Samantha Redman, Senior Planner *SR*  
Ryan Johnson, Assistant Director of Community and Economic Development *RJ*

Subject: Public Hearing Regarding Program Year 2022 CDBG Consolidated Annual Performance & Evaluation Report

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**Issue:** The Consolidated Annual Performance & Evaluation Report (CAPER) is an annual document detailing the accomplishments of the Community Development Block Grant (CDBG) program and requires City Council approval before submitting to the U.S. Department of Housing and Urban Development (HUD).

**Analysis:** The City of Des Plaines Program Year (PY) 2022 CAPER summarizes the performance of the City towards the goals established in its PY2022 Annual Action Plan and 5-year CDBG Consolidated Plan. Program Year 2022 took place during the period of October 1, 2022 to September 30, 2023, and was Year 3 of the current Consolidated Plan. The CAPER details the expenditures and accomplishments of the City's housing and infrastructure activities performed during the Program Year.

This public hearing will complete the public comment period as required by HUD. A 17-day public comment period for the CAPER began November 17, 2023, following a public notice published in the *Journal and Topics* on November 1, 2023. During the comment period, the CAPER has been available for public viewing at the Civic Center, as well as on the City of Des Plaines website.

**Recommendation:** Staff recommends that the City Council hold the public hearing regarding the PY2022 Consolidated Annual Performance & Evaluation Report.





COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 21, 2023

To: Michael G. Bartholomew, City Manager

From: Samantha Redman, Senior Planner *SR*  
Ryan Johnson, Assistant Director of Community and Economic Development *RJ*

Subject: Program Year 2022 CDBG Consolidated Annual Performance & Evaluation Report (CAPER)  
Adoption

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**Issue:** The Consolidated Annual Performance & Evaluation Report (CAPER) is an annual document detailing the accomplishments of the City's Community Development Block Grant (CDBG) program and requires City Council approval before submitting to the U.S. Department of Housing and Urban Development (HUD).

**Analysis:** The City of Des Plaines Program Year (PY) 2022 CAPER summarizes the performance of the City towards the goals established in its PY2022 Annual Action Plan and 5-year CDBG Consolidated Plan. Program Year 2022 took place during the period of October 1, 2022 to September 30, 2023, and was Year 3 of the current Consolidated Plan. The CAPER details the expenditures and accomplishments of the City's public service, housing, and infrastructure activities performed during the Program Year.

**Recommendation:** Staff recommends City Council approve Resolution R-216-23 approving the PY2022 Consolidated Annual Performance & Evaluation Report.

**Attachments:**

Attachment 1: PY2022 CAPER Public Notice  
Resolution R-216-23  
Exhibit A: PY2022 CAPER

## **CITY OF DES PLAINES**

### **PUBLIC COMMENT PERIOD and PUBLIC HEARING for the:**

#### **Community Development Block Grant Program Year 2022 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT**

#### **PUBLIC COMMENT PERIOD**

Notice is hereby given that the City of Des Plaines Program Year 2022 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) will be available for public review and comment beginning Friday, November 17, 2023. The CAPER is an annual CDBG report that the City submits to the U.S. Department of Housing and Urban Development (HUD). It will reflect the Program Year 2022 results, which began October 1, 2022 and ended September 30, 2023.

The City of Des Plaines invites public input on the CAPER during the public comment period from Friday, November 17, 2023 to Monday, December 4, 2023. A physical copy of the report will be available for viewing at the Civic Center in the Community and Economic Development Department at 1420 Miner Street, Des Plaines, IL, 60016 and at:

<http://desplaines.org/cdbg>. Written comments can be sent to the address above to the attention of the CDBG Administrator. Citizens will also have the opportunity to present comments at the public meeting described below.

#### **PUBLIC HEARING**

A public hearing on the CAPER will be held during the regularly scheduled City Council meeting on Monday, December 4, 2023. The public hearing will begin at 7 p.m. in Room 102 of the Des Plaines Civic Center, 1420 Miner Street, Des Plaines, IL 60016.

The City of Des Plaines, in compliance with the Americans With Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the ADA Coordinator at 847-391-5486 to allow the City to make reasonable accommodations for these persons.

**CITY OF DES PLAINES**

**RESOLUTION R - 216 - 23**

**A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR PROGRAM YEAR 2022.**

**WHEREAS**, the City is a designated entitlement community under the Community Development Block Grant ("**CDBG**") program administered by the United States Department of Housing and Urban Development ("**HUD**"); and

**WHEREAS**, in accordance with federal regulations, the City must obtain HUD approval of a "Consolidated Plan" every five years and an "Action Plan" every year prior to the disbursement of CDBG funds to the City by HUD; and

**WHEREAS**, each year, the City must submit to HUD a CDBG Consolidated Annual Performance and Evaluation Report ("**CAPER**") that describes the City's CDBG-funded activities for the program year; and

**WHEREAS**, the 2022 program year began on October 1, 2022, and ended September 30, 2023; and

**WHEREAS**, the City accepted public comment on the 2022 CAPER from November 17, 2023, through December 4, 2023; and

**WHEREAS**, on December 4, 2023, the City Council held a public hearing regarding the 2022 CAPER; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to approve the 2022 CAPER and submit it to HUD;

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

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

**SECTION 2: APPROVAL OF 2022 CAPER.** The City Council hereby approves the 2022 CAPER in substantially the form attached to this Resolution as **Exhibit A**.

**SECTION 3: AUTHORIZATION TO SUBMIT 2022 CAPER TO HUD.** The City Council hereby authorizes and directs the City Manager, on behalf of the City, to submit the 2022 CAPER to HUD no later than December 29, 2023.

**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:

ATTEST:

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**Peter M. Friedman, General Counsel**

**EXHIBIT A**

**2022 CAPER**



**CAPER**  
**2022 Consolidated Annual Performance and Evaluation Report**  
FOR  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
TO BE SUBMITTED TO THE  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**THE PROGRAM YEAR 2022**  
**(October 1, 2022 – September 30, 2023)**

Prepared by the City of Des Plaines  
Community and Economic Development Department  
1420 Miner Street  
Des Plaines, Illinois 60016

DRAFT COPY FOR THE PUBLIC COMMENT PERIOD  
November 17, 2023 to December 4, 2023

PLEASE NOTE THAT THIS IS A DRAFT OF THE PY2022 CAPER FOR THE PUBLIC COMMENT PERIOD AND THE PUBLIC HEARING. THERE ARE OUTSTANDING ADMINISTRATIVE INVOICES WHICH ARE NOT REFLECTED IN THE PR-26 REPORT ATTACHED TO THIS CAPER, HOWEVER THE ANTICIPATED AMOUNT IS REFLECTED IN THE NARRATIVE.

AN UPDATED PR-26 REPORT WILL BE SUBMITTED TO HUD IN TIME TO MEET THE DECEMBER 29, 2023 CAPER DEADLINE.

DRAFT

# PY2022 CAPER

## Executive Summary

### ***Introduction***

The Community Development Block Grant (CDBG) is a federally funded program by the U.S. Department of Housing and Urban Development (HUD). Established in 1974, CDBG is designed to help local governments address various challenges facing their communities. As a CDBG entitlement community with a population of over 60,000, the City of Des Plaines receives an annual allocation based on a federal grant funding formula. The City of Des Plaines Community and Economic Development Department (CED) administers the program and works closely with HUD to ensure efficient programming. Per the national objective, all program activities aim to benefit low-and moderate-income persons, prevent or eliminate blight, and/or meet an emergency need of the community.

There are three essential documents required by HUD from all recipients of the CDBG program: The Consolidated Plan, the Annual Action Plan (Action Plan), and the Consolidated Annual Performance and Evaluation Report (CAPER). The CDBG Consolidated Plan, also called the Strategic Plan, must be submitted every five (5) years and provides a snapshot of a community's current conditions and establishes long-term objectives, strategies, and goals to alleviate the issues identified. The Action Plan allows the community to make annual adjustments to meet both the goals benchmarked in the Consolidated Plan or address new issues that may arise. The CAPER provides the accomplishment figures compared to the goals referenced in the Consolidated and Action Plan. Both the Action Plan and its respective CAPER must be submitted annually.

The current Consolidated Plan includes the program years 2020 through 2024 (October 1, 2020, to September 30, 2025). This PY2022 CAPER reflects the accomplishments of Year Three (October 1, 2022 to September 30, 2023) of the City's Consolidated Plan.



## CR-05 - Goals and Outcomes

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

*This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.*

During Program Year 2022 (PY2022), the City received \$313,366 in new CDBG funding. In addition to that, unexpended funds from previous program years in the amount of \$310,379.66 resulted in a total \$623,745.66 of entitlement funding available for program activities during the year. This amount does not include any CDBG-CV funding, as the City utilized all of that remaining COVID-19 relief funding during PY2021. HUD closely monitors the City's timely expenditure of funding, to ensure that the City is utilizing its CDBG funding without delay, and in PY2022, the City expended \$437,787 on CDBG-eligible construction projects throughout the City.

Preserve Affordable, Accessible, and Sustainable Housing. The City's home repair programs were identified as a high priority need in the 2020-2024 Consolidated Plan. During PY2022, four owner-occupied homes were improved via the City's Home Repair Program (HRP). These programs had been negatively affected by the COVID-19 pandemic, however there is increasing interest as evidenced by the number of applications. The four projects completed this year mark an increase from the three that were completed in PY2021, but are still short of the goal of ten.

Provide Public Services. HUD limits Public Services to 15% of the annual grant. In PY2022, the City's annual CDBG program funding was concentrated on Public Facilities, Public Infrastructure, and the home repair programs. During calendar year 2022, the City invested more general ledger funding into its own existing social service grant program, in a larger annual amount than had been funded through CDBG.

Improve Public Facilities. Des Plaines has completed a variety of activities in conjunction with the Des Plaines Park District as a part of the Public Facility Improvement Program in previous program years. During PY2022, improvements at Seminole Park were completed with \$150,000 in CDBG funds, as the park's baseball fields and dugouts were reconstructed.

Improve Public Infrastructure. The City used \$195,000 of CDBG to make improvements to infrastructure that primarily benefits an identified low- and moderate-income service area. In summer of 2023, streets were repaved and concrete work was completed at Koehler Drive, Irwin Avenue, and Wayne Drive. Work on these three streets was done as part of Public Works and Engineering's annual Street Improvement Project.

Conduct Planning and Administration Activities. This program year, the City allocated \$62,500 of CDBG funding towards administration of the program, which can total 20% of the annual grant amount.

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

*Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.*

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Capital Improvements: Public Facilities & Public Infrastructure: Seminole Park & (3) Street Projects	Non-Housing Community Development	CDBG: \$345,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	700	5870	838.57%	400	4250	1,062.50%
Capital Improvements: Preserve Existing Housing Stock: (4) Home Repair Projects	Affordable Housing	CDBG: \$92,787.42	Homeowner Housing Rehabilitated	Household Housing Unit	40	12	30.00%	10	4	40.00%
Planning and Administration Activities	Planning and Administration	CDBG: \$62,500	Other	Other	0	0	NA	1	0	100.00%

Public Service: Assistance for Housing Services	Affordable Housing Non-Homeless Special Needs	CDBG: \$0	Homelessness Prevention	Persons Assisted	1600	770	48.13%	0	0	0%
Public Service: Assistance for Non-Housing Services	Homeless Non-Homeless Special Needs	CDBG: \$0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	110	15	13.64%	0	0	0%

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

This program year included the following highlights:

- Four home rehabilitation projects completed, and an increase in the processing of new applications for these projects.
- A 3” resurfacing of Koehler Drive, Irwin Avenue, and Wayne Drive pavement, as well as concrete work at the curbs was completed. The projects represent a larger investment of CDBG funding into City infrastructure than in recent years, and the \$195,000 draw-down of CDBG funds helped the City to meet HUD’s Timeliness expenditure deadline on August 2, 2023. On that date, the City had less than 150% of it’s annual grant amount remaining, and therefore met the Timeliness threshold. The City used the full \$195,000 funded amount as planned in the CDBG Action Plan.
- The City worked closely with the Des Plaines Park District to help fund the baseball diamond reconstruction and outfields at Seminole Park. This project also included improvements of the baseball diamond dugouts. The City used the full \$150,000 funded amount as planned in the CDBG Action Plan.
- As a result of the Street Improvement and Seminole Park projects, both classified as Public Infrastructure and Facilities in Table 1 above, the City has now far exceeded the estimated number of individuals that would be assisted in Low to Moderate-income areas (LMAs), an estimate that had been set forth in the City’s 2020-2024 Consolidated Plan.

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	3
Black or African American	0
Asian	1
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
<b>Total</b>	<b>4</b>
Hispanic	1
Not Hispanic	3

Table 2 – Table of assistance to racial and ethnic populations by source of funds

### Narrative

The City completed four home repair grants in PY2022 and corresponding data is provided in Table 2 above. CDBG funds were not utilized for Public Services in PY2022, as the City increased funding into its own social service program, which provides grants to non-profit agencies through the City's general ledger fund. This results in a smaller amount of demographic data to present in this PY2022 CAPER.

The City focused more CDBG funding on public facilities and infrastructure (Seminole Park and street improvements) during the program year. These projects served to improve low to moderate income area (LMA) neighborhoods and the projects are based on Census block income levels. For this reason, detailed demographic information for the infrastructure projects is not reflected in Table 2, however Table 1 does cite that 4,250 Des Plaines residents live in the CDBG-eligible Census blocks where the park and street improvements took place.

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	623,746	500,287

Table 3 - Resources Made Available

### Narrative

The City received an annual entitlement allocation of \$313,366. An unexpended balance of \$310,379.66 from previous grant allocations was carried over into PY2022, which made an available total amount of \$623,745.66 during PY2022.

In PY2022, the City spent down a substantial portion of its funding, by focusing on larger infrastructure projects, and will begin PY2023 under the Timeliness threshold of 1.5 of the grant amount. The number of home repair projects was at four and totaled \$92,787 of spending, but this was less than the funding that was made available for these projects.

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Des Plaines - Citywide	45	25	All CDBG projects
Low to Moderate Income Census Block Groups (LMA)	55	55	Block Groups Where at Least 41.26% of Households Are Low or Moderate Income

Table 4 – Identify the geographic distribution and location of investments

### Narrative

The City of Des Plaines planned to use 45% of available CDBG funding on projects that are classified as “Citywide,” including home rehabilitation projects and administration. As discussed, not all funding earmarked for home repair projects from the annual allocation was used, and the actual percentage of CDBG funding utilized was 25%. The remainder of CDBG funding was used to benefit Low to Moderate Income Census Block Groups (LMA) for the Seminole Park project and Street improvement projects. Fifty-five percent (55%) of the CDBG allocation was planned for - and used - for these infrastructure activities that benefit specific LMAs.

## Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

The City does not not require matching funds for any of the CDBG Activities that it administers. That being said, infrastructure projects that received CDBG funds were associated with projects that had costs beyond the CDBG allocation. The cost of the PY2022 Seminole Park baseball field improvement project exceeded the amount of CDBG funding available, and the additional cost was funded by the Des Plaines Park District. The PY2022 public infrastructure project to resurface three City streets helped to supplement the City's annual Street Improvement Program, which is a large, Citywide program that is substantially funded by the City's capital improvement fund.

DRAFT

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>0</b>	<b>0</b>

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	10	4
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>10</b>	<b>4</b>

Table 6 – Number of Households Supported

### Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

During PY2022, four households participated in home rehabilitation programs, while ten households were projected in the PY2022 Action Plan, and 40 overall units were projected for the five-year Consolidated Plan term. The COVID-19 pandemic reduced interest in these programs during the first three years of the current Consolidated Plan, but applications are once again on the rise.

From the ten projected, two were reserved for the Emergency Home Repair Program. These funds are only used in emergency or as needed cases, and this year no households were served.

**Discuss how these outcomes will impact future annual action plans.**

Increased marketing is planned for the home repair programs in the upcoming program year. The PY2023 Annual Action Plan also includes continued funding to meet projected demand.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

<b>Number of Households Served</b>	<b>CDBG Actual</b>	<b>HOME Actual</b>
Extremely Low-income	2	0
Low-income	2	0
Moderate-income	0	0
<b>Total</b>	<b>4</b>	<b>0</b>

**Table 7 – Number of Households Served**

**Narrative Information**

A total of four households received assistance from the housing rehabilitation programs during the program year, which is reflected in the CDBG column of Table 13 above. Two were Low-income households, and the two others were classified as Extremely Low-income households. The City does not administer a HUD HOME program, instead participating as a member and providing its share of HOME funding to the Cook County HOME Consortium.



## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of Des Plaines primarily enlists social service agencies that have the expertise to address the complex issue of homelessness. Specifically, Des Plaines works with The Harbour, an agency that provides services to homeless and at-risk of homelessness youth, Women in Need Growing Stronger (WINGS), who provides services to homeless and at-risk of homelessness victims of domestic violence, and Center of Concern, which provides services to the entire spectrum of homeless and at-risk of homeless citizens. The City of Des Plaines Department of Health and Human Services (HHS) and Police Department will continue to refer homeless persons to these agencies, which receive social service grant funding from the City. The City is also a member of the Cook County HOME Consortium and thereby involved with the Continuum of Care Association of Homelessness Advocates in the North / Northwest District (AHAND).

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City of Des Plaines' HHS Department can assist individuals and families in need of transitional housing by providing referrals and information about various agencies that serve and work with the homeless. These area agencies include Connections with the Homeless, Journey from PADS to Hope, Salvation Army, and Resurrection Hospital.

The City often provide funding to WINGS, an organization that provides housing and services to women and children who are homeless or living with issues of domestic violence through the Safe House Emergency Shelter (Domestic Violence) Program. The City also regularly provides funding to The Harbour, an organization that provides safe and transitional housing for youth ages 12-21 years old.

### **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

The City of Des Plaines has an HHS Department that serves to interface with the public and provide information on various available resources. The City primarily enlists social service agencies that have the expertise to address the issue of homelessness prevention. Several of the agencies are noted above in this report.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The Harbour helps homeless youth transition into permanent housing and independent living, while WINGS helps homeless victims of domestic violence transition into permanent housing and independent living. The Center of Concern has a rapid program to assist people coming from public institutions who need intensive and ongoing support and return to permanent housing. Transitional/Rapid Re-Housing with supportive services is offered without preconditions like employment, income, absence of a criminal record, or sobriety. These agencies work with the City's HHS Department to help provide solutions to the issues outlined.

DRAFT

## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### **Actions taken to address the needs of public housing**

The City's Health and Human Services (HHS) Department refers people to several agencies in the community, including agencies like the Center of Concern. The City also contributes funding as a member of the Cook County HOME Consortium toward projects that can address the needs of public housing.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

In order to help meet these goals, the City is a member of the Cook County HOME Consortium.

### **Actions taken to provide assistance to troubled PHAs**

In order to help meet these goals, the City is a member of the Cook County HOME Consortium.

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### **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The City assists low to mod income households with its CDBG home repair programs. These programs provide residents with up to \$24,000 in forgivable loans for the rehabilitation of their homes, so that issues related to building code, safety, and accessibility can be addressed.

### **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The City has distributed and will continue to fairly distribute CDBG funding and its own social service funding to organizations that attempt to address the obstacles in meeting the underserved needs of the community.

### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

Many households that apply for Home Repair and Minor Repair Programs must be screened for lead paint and these residents are provided with abatement information. Follow-up and clearance inspections are performed following the rehabilitation of homes if lead paint stabilization was completed as part of the home repair project.

### **Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

In order to meet this goal, the City is a member of the Cook County HOME Consortium, and also provides referral and counseling services through the City's HHS Department.

### **Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The City maintains policies and procedures for the CDBG program. CDBG administration staff will continue to look for operational efficiencies and attend relevant training and conferences. Besides this, Des Plaines continues to participate as a member of the Northwest CDBG Network, which consists of CDBG staff from Arlington Heights, Mount Prospect, Palatine, Schaumburg, Skokie, Hoffman Estates, a group that continues to improve upon procedures and establish consistent reporting. The City also employs Usona Development as a consultant, a non-profit organization that has decades of experience advising communities on their CDBG programs.

### **Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

In addition to the aforementioned technical assistance and monitoring activities, Community and Economic Development, Public Health, and Human Services staff members have collaborated and will continue to collaborate and reach out to housing and social services agencies as needed.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

The City took several actions to overcome impediments to fair housing choice during PY2022. First, the City created a Fair Housing webpage with resources for individuals that believe they have encountered housing discrimination, at [www.desplaines.org/fairhousing](http://www.desplaines.org/fairhousing). Second, the City included an informative fair housing story in its April 13, 2023 eNews newsletter, which included a link to the new webpage. Third, the City hosted a “Fair Housing 101” seminar at City Hall on June 29, 2023, during which the non-profit agency Open Communities presented an overview of the Fair Housing Act and fair housing rights. Finally, the City continued to host its Crime-Free Multi-Housing Program, which includes a brief overview of fair housing regulations to landlords who attend this seminar prior to obtaining a rental license from the City.

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## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The Department's staff relies on HUD monitoring handbooks, guidelines, and technical assistance publications to ensure funded programs are in compliance with all applicable rules and regulations. All subrecipients are required to send reports to the CDBG Administrator when requested. The City's CDBG Administrator also performs monitoring on all subrecipients. Public facilities and public infrastructure improvement projects involve pre-construction meetings, where CDBG-related administration and expectations are explained to the contractor and subrecipient staff, and also payroll processing. The City also performs HUD interviews of employees working on CDBG public infrastructure projects.

### Fiscal Monitoring

The City's Finance Department is the fiscal agent for the City. The Finance Department has preventative internal control systems which ensure timely and accurate expenditure of CDBG and CDBG-CV resources. Additionally, the City submits the annual CAPER to HUD for review of the prior year's expenditures for both of these programs.

### Performance Reporting

The City utilizes HUD's Integrated Disbursement and Information Systems (IDIS) to manage all financial and programmatic information that is generated through its CDBG program of each fiscal year. The CAPER is used to analyze the City's annual activities and programs of the Five-Year Consolidated Plan. The CAPER includes the summary of programmatic accomplishments, resources available, and the status of activities that were undertaken to implement the priority needs established in the Five-Year Plan. The CAPER captures CDBG expenditures in the PR-26 report.

### Timeliness

City staff checks its timeliness ratio regularly to ensure that funds are spent promptly. HUD requires a maximum timeliness ratio of 1.5, which equates to having less than 1.5 times the annual entitlement amount of funds available to spend. This year, the City met its timeliness ratio. Staff will continue to monitor the timeliness ratio for compliance with HUD requirements.

### MBE/WBE

Annually, the City is required to report on Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). The city's subrecipients reach out to minority and women business enterprises.

### Monitoring of Subrecipients

The Community and Economic Development Department is responsible for creating contracts with its CDBG subrecipients that outline the procedures necessary for its subrecipients to meet all compliance provisions required under the applicable program. The subrecipients are monitored based on specific objectives and performance measures that are outlined in the agreement. The City may utilize two methods to monitor its CDBG Subrecipients including status reports and an annual site visit (if determined necessary by staff). Additionally, the City provides technical assistance to its subrecipients to ensure that the federal and local requirements are being met. City staff regularly reach out to subrecipients to discuss and review invoices and other documents for CDBG funded projects.

### **Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The City of Des Plaines publishes all required legal advertisements, posts notices on the City website, and conducts at least two public hearings every year. This year the City held two public hearings regarding CDBG. One public hearing occurred on June 29, 2023 as part of the public comment period for the PY2023 Annual Action Plan. A second public hearing was held on December 4, 2023, after the end of the Public Comment Period for the PY2022 CAPER in order to adopt the report.

A legal notice requesting public input on this CAPER was published on November 1, 2023, in the *Journal and Topics* newspaper. A 17-day comment period began on November 17, 2022 and ended at the close of the City Council meeting on December 4, 2023. The CAPER was published in draft form and has been available to the public via the internet at <http://desplaines.org/cdbgplansreports> and in hard copy at City Hall, in the Community and Economic Development Department (hours: 8:30 a.m. to 5:00 p.m., Monday-Friday).

### **CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

To date, no changes have been made to the City's regular CDBG program objectives.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI)**

grants?

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

NA

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### CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

<b>Total Labor Hours</b>	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

**Table 8 – Total Labor Hours**

<b>Qualitative Efforts - Number of Activities by Program</b>	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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**Table 9 – Qualitative Efforts - Number of Activities by Program**

**Narrative**

Section 3 applies to CDBG-assisted public construction projects when the total amount of assistance exceeds \$200,000. None of the City’s public infrastructure project and facility projects exceeded this threshold during PY2022.

The City does ensure that its CDBG subrecipient agreements and the Intergovernmental Memorandum of Understanding (MOU) forms include language that addresses Section 3 compliance in the provision of training, employment, and business opportunities, in case Section 3 compliance becomes required.

The City also ensures that Davis-Bacon & Related Acts requirements for public infrastructure and facility improvement projects were met via pre-construction meetings, the posting of the prevailing wage at the work sites, HUD interviews, and review of the submitted Certified Payroll Forms.

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# PR-26 IDIS REPORT



Office of Community Planning and Development  
 U.S. Department of Housing and Urban Development  
 Integrated Disbursement and Information System  
 PR26 - CDBG Financial Summary Report  
 Program Year 2022  
 DES PLAINES , IL

DATE: 11-17-23  
 TIME: 10:21  
 PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	310,379.66
02 ENTITLEMENT GRANT	313,366.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	623,745.66

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	437,787.42
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	437,787.42
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	692.50
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	438,479.92
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	185,265.74

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	437,787.42
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	437,787.42
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	0.00
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	0.00
32 ENTITLEMENT GRANT	313,366.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	313,366.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	0.00%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	692.50
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	692.50
42 ENTITLEMENT GRANT	313,366.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	313,366.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	0.22%



LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2022	2	874	6832014	Public Facility Improvement/Seminole Park Improvement	03F	LMA	\$150,000.00
					03F	Matrix Code	\$150,000.00
2022	1	876	6796308	Public Facility Improvement/Streets, Sidewalk, and Infrastructure Program	03K	LMA	\$195,000.00
					03K	Matrix Code	\$195,000.00
2020	1	854	6752456	NWHP: PY2020 HRP_ Maple St.	14A	LMH	\$1,514.63
2022	3	872	6752476	NWHP: PY2022_HRP_Fargo	14A	LMH	\$20,850.00
2022	3	872	6752477	NWHP: PY2022_HRP_Fargo	14A	LMH	\$1,248.10
2022	3	873	6752452	NWHP: PY2022 HRP_Walnut	14A	LMH	\$24,000.00
2022	3	875	6763609	NWHP: PY2022 HRP_Elk	14A	LMH	\$21,750.00
2022	3	878	6816252	NWHP: PY2022 HRP_Stockton	14A	LMH	\$13,150.00
2022	3	878	6816253	NWHP: PY2022 HRP_Stockton	14A	LMH	\$1,308.96
					14A	Matrix Code	\$83,821.69
2020	1	871	6752473	NWHP: PY2021 HRP_Program Administration	14H	LMH	\$8,965.73
					14H	Matrix Code	\$8,965.73
Total							\$437,787.42

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

No data returned for this view. This might be because the applied filter excludes all data.

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2022	6	877	6766618	City of Des Plaines, CED: Planning and Administration	21A		\$692.50
					21A	Matrix Code	\$692.50
Total							\$692.50

Final Planning & Admin draw-downs are anticipated to total approximately \$62,500 at the time of CAPER submission to HUD.



MEMORANDUM

Date: November 21, 2023  
To: Michael G. Bartholomew, City Manager  
From: Jonathan Stytz, AICP, Senior Planner JS  
Ryan Johnson, Assistant Director of Community and Economic Development RJ  
Cc: Tim Oakley, Director of Public Works and Engineering  
John LaBerg, Civil Engineer  
Subject: Approve Vacation of Public Alley Near 1864 Illinois Street (6<sup>th</sup> Ward)

**Issue:** Dinara Robles and Pekin Bayramli, owners of the property at 1864 Illinois Street, have requested that the City vacate a public alley (right-of-way) so that they have the ability to fully utilize the land as part of their residential property.

**Analysis:** The property, which is bounded by an improved alley to its west and an unimproved right-of-way to its south, encompasses approximately 6,313 square feet (0.14 acres). The property consists of one parcel with a single-family residence, detached garage, and various hard surfaces. The existing unimproved 1,863-square-foot City alley does not contain any utility lines. An appraisal was performed by Chicago Metro Realty Valuation Corporation and is attached. The appraisal assigns a market value of \$3,000.

**City Council Action:** Per City Code (Section 8-1-9: Vacation of Public Streets and Alleys), the City Council has the authority to approve vacations for compensation that is "...fair market value of the property acquired or ... the benefits which will accrue to them by reason of that vacation." The Council may approve attached Ordinance M-22-23 to approve the Plat of Vacation and to vacate the alley for \$3,000. Ordinance passage requires a 3/4 affirmative vote of the Council.

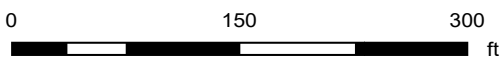
- Attachments**  
Attachment 1: Aerial/Location Map  
Attachment 2: Plat of Survey  
Attachment 3: Site Photos  
Attachment 4: Appraisal Report

**Ordinance M-22-23**  
Exhibit A: Plat of Vacation



Applicant's Property

Alley requested to be vacated



Print Date: 10/10/2023

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.

# PLAT OF SURVEY

BY

**JOHN M. HENRIKSEN**

576 E. NORTHWEST HIGHWAY DES PLAINES, ILLINOIS 60016  
 TEL. 847-795-0301 FAX. 847-795-0302  
 WWW.HENRIKSENSURVEY.COM

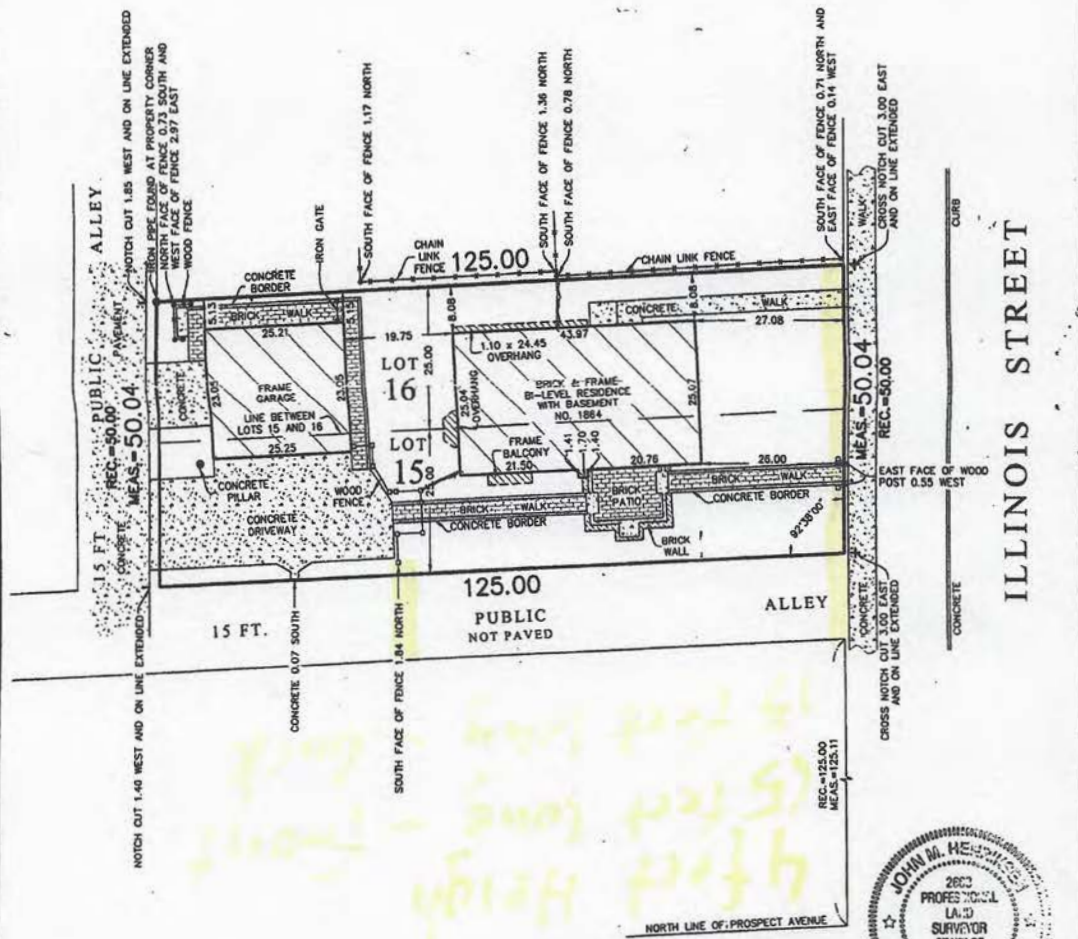
OF

LOTS 15 AND 16 IN THE RESUBDIVISION OF LOTS 15 TO 34, INCLUSIVE, IN BLOCK 2 OF WHIPPLES ADDITION TO RIVERVIEW, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FILE COPY



COMMONLY KNOWN AS: 1864 ILLINOIS STREET  
 DES PLAINES, IL 60018



*Handwritten notes in yellow ink:*  
 15 ft. concrete driveway  
 15 ft. concrete driveway  
 15 ft. concrete driveway  
 15 ft. concrete driveway  
 15 ft. concrete driveway



ORDER NUMBER: **120025**

SCALE: 1 INCH = 20 FEET

ORDERED BY: **NIKOLAOS ANGELOPOULOS**

BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE BUILDING LINES AND EASEMENTS AS SHOWN ON THE RECORDED SUBDIVISION PLAT. CONSULT LOCAL AUTHORITIES FOR BUILDING LINES ESTABLISHED BY LOCAL ORDINANCES.

PLEASE CHECK LEGAL DESCRIPTION WITH DEED.

COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DISCREPANCY IMMEDIATELY.

FRACTIONAL INCH EQUIVALENTS OF HUNDRETHS OF A FOOT	
0.01=1/8"	0.25=3"
0.02=1/4"	0.33=4"
0.03=3/8"	0.37=4-1/2"
0.04=1/2"	0.38=4-1/2"
0.05=5/8"	0.42=5"
0.06=3/4"	0.50=6"
0.07=7/8"	0.56=7"
0.08=1"	0.62=7-1/2"
0.09=1-1/8"	0.63=7-1/2"
0.10=1-1/4"	0.67=8"
0.11=1-3/8"	0.75=9"
0.12=1-1/2"	0.83=10"
0.13=1-1/2"	0.87=10-1/2"
0.14=1-5/8"	0.88=10-1/2"
0.15=1-3/4"	0.92=11"
0.16=1-7/8"	1.00=12"

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

STATE OF ILLINOIS)  
 COUNTY OF COOK)

I, JOHN M. HENRIKSEN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. DIMENSIONS ARE SHOWN IN FEET DECIMAL PARTS THEREOF.

DES PLAINES, ILLINOIS      MARCH 6, 2012  
*John M. Henriksen*  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2668





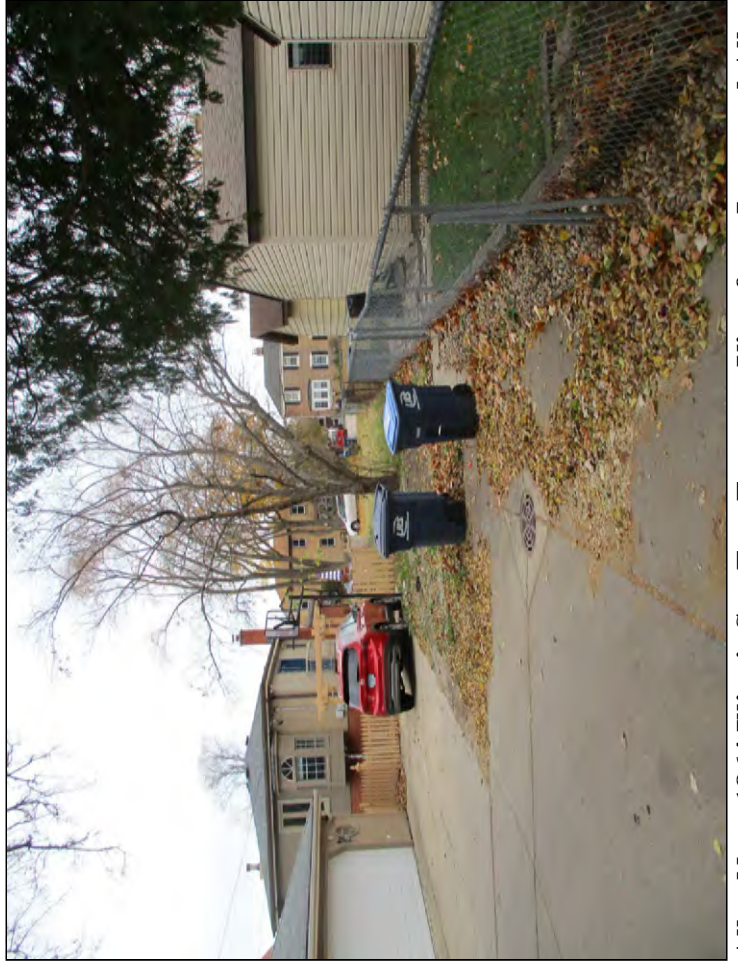
**Alley Near 1864 Illinois St – Unimproved Alley Facing West**



**Alley Near 1864 Illinois St – West Entrance View From Illinois St**



**Alley Near 1864 Illinois St – Unimproved Alley Facing East**



**Alley Near 1864 Illinois St – East Entrance View from Improved Alley**

# APPRAISAL OF REAL PROPERTY

## **SECTION OF ALLEY LOCATED NEXT TO**

1864 Illinois Street  
Des Plaines, IL 60016

## **PREPARED FOR:**

Mr. Jonathan Stytz, AICP  
Senior Planner  
City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016

## **EFFECTIVE DATE OF THE APPRAISAL:**

October 16, 2023

## **DATE OF REPORT:**

November 17, 2023

## **TYPE OF REPORT:**

Appraisal Report

## **PREPARED BY:**

Nicholas F. Solano, MAI, FRICS

**CHICAGO METRO REALTY VALUATION CORP.**

*NICHOLAS F. SOLANO, MAI, FRICS*

1363 Shermer Road, Suite 334  
Northbrook, IL 60062  
630-544-1342



**SECTION OF ALLEY LOCATED NEXT TO  
1864 ILLINOIS STREET  
DES PLAINES, IL 60016**

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1363 SHERMER ROAD, SUITE 334, NORTHBROOK, IL 60062, PHONE: 630-544-1342  
[nsolano@chicagometrovalue.com](mailto:nsolano@chicagometrovalue.com)

# CHICAGO METRO REALTY VALUATION CORP.

*Nicholas F. Solano, MAI, FRICS*

November 17, 2023

Mr. Jonathan Stytz, AICP  
Senior Planner  
City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016

SUBJECT RE: Alley Adjacent to  
1864 Illinois Street  
Des Plaines, IL 60016

Dear Mr. Stytz:

As requested, an inspection and appraisal have been prepared on the referenced subject property for the purpose of developing my opinion of the market value for the fee simple estate for disposition decisions.

Investigations and analysis were completed to conform to the Standards of Professional Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP).

The accompanying appraisal report contains summary discussions of the data, reasoning, and analyses that are used in the appraisal process, whereas additional documentation is retained in the file. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal.

The subject property of this appraisal consists of 1,875 SF of land area dedicated as a public alley that is currently improved with a lawn and adjacent to the single-family property located adjacent to 1864 Illinois Street. The subject property is non-buildable as a standalone property due to size and zoning restrictions. Being non-buildable separately as a standalone site, the subject property has a limited use and market that affects value.

The property was appraised using sales of non-buildable parcels of land. Based on the analyses and conclusions in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in this report, my opinion of value for the subject property is as follows.

Mr. Jonathan Stytz, AICP  
City of Des Plaines  
November 17, 2023  
Page 2

**MARKET VALUE CONCLUSION**

<b>Premise</b>	<b>Estate</b>	<b>Effective Date</b>	<b>Value</b>
Market Value	Fee Simple	October 16, 2023	\$3,000

The value conclusion is subject to the general assumptions and limiting conditions contained in the attached report. The above value conclusion is also based on the following hypothetical conditions and/or extraordinary assumptions<sup>1</sup> that may affect the value.

1) None.

If you have any questions or comments, please contact me. Thank you for the opportunity to be of service.

Regards,



Nicholas F. Solano, MAI, FRICS  
IL Certified General Real Estate Appraiser  
#553.000268, exp. 09/30/2025

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<sup>1</sup> *Extraordinary Assumption* is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. *Hypothetical Condition* is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. (Source: USPAP)

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## INTRODUCTION

### IDENTIFICATION OF THE SUBJECT PROPERTY

The subject property is a section of alley adjacent to 1864 Illinois Street, Des Plaines, IL 60016 in Cook County and adjacent to the south of tax parcel 09-29-233-014. A plat of vacation and legal description of the subject property are in the addenda of this report.

### LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

The legal description of the subject property is contained in the plat of right-of-way vacation presented in the addenda of this report.

### OWNERSHIP AND SALES HISTORY OF THE SUBJECT PROPERTY

According to the Uniform Standards of Professional Appraisal Practice promulgated by the Appraisal Institute, it is necessary to report and analyze any prior sales, asking prices, contracts or other activity concerning the subject property being appraised for at least the past three years.

The subject property is owned by the City of Des Plaines.

Reportedly, the owner of the adjacent property located at 1864 Illinois Street, Des Plaines, IL 60016 is interested in purchasing the subject property for assemblage with the existing single-family residence.

No other information was furnished or uncovered by the appraiser regarding asking prices, offers, options, sales or pending sale contracts for the subject property in the past three years.

### CLIENT, INTENDED USE AND INTENDED USER

The Client is the City of Des Plaines, who contacted and engaged the appraiser. The Intended User of the appraisal is the City of Des Plaines. The Intended Use of the appraisal is for disposition decisions by the City of Des Plaines. Other parties that may receive a copy of the appraisal or review the report do not become intended user(s) or Client of the appraisal.

### PROPERTY RIGHTS APPRAISED

The subject property is not leased. The property rights appraised includes the fee simple estate. Covenants, restrictions, and easements of record or proposed known to the appraiser and described in this report are reflected in the valuation of the subject property.



## DEFINITION OF FEE SIMPLE ESTATE

Fee simple estate is defined as an “Absolute ownership interest unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.” (Source: *The Dictionary of Real Estate Appraisal, Seventh Edition, 2022*). Covenants, restrictions, easement reported or uncovered by the appraiser and described in this report are reflected in the and in the valuation of the subject property.

## OWNERSHIP INTEREST APPRAISED

The 100% ownership interest is appraised for the subject property.

## TYPE AND DEFINITION OF VALUE

The client requested my opinion of market value of the subject property. Market value is a type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the applicable definition of the term. The most applicable definition of value selected by the appraiser is the definition of market value used by agencies that regulate federally insured financial institutions in the United States. This definition of market value is: “The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.” (Source: 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994).

## SCOPE OF WORK FOR THE APPRAISAL

The type and extent of research and analyses performed for the appraisal, and the conditions of the appraisal are summarized as follows.

1. The appraiser made a physical inspection of the subject property and exterior viewing of the adjacent properties. An appraiser's inspection is typically limited to those things readily observable without the use of special testing or equipment. An inspection by an appraiser is not the equivalent of an inspection by an inspection professional (e.g., a structural engineer or home inspector).
2. The appraiser gathered available and pertinent information concerning the subject property from the Client, subject property owner, the property inspection and available public records and databases.
3. The appraiser collected information concerning the market to identify factors and trends relevant to the valuation;
4. The appraiser investigated the sales history, ownership and taxes of the property;
5. The appraiser performed a market analysis and determined highest and best use as vacant and as improved;
6. The appraiser sourced market data from multiple listing services, assessor's office, and/or reputable market data publications;
7. The appraiser collected, confirmed and analyzed market information for use in the sales comparison approach to value. The cost or income approaches are not applicable for properties of the subject type.
8. The appraiser developed an opinion of market value using the sales comparison methods to value within the guidelines set forth in the Uniform Standards of Appraisal Practice (USPAP). The exposure time was estimated for the subject property based on surveyed data.
9. The value conclusion is subject to the general assumptions and limiting conditions contained in the report, and any extraordinary assumptions or hypothetical conditions described in the letter of transmittal of this report that may affect the value conclusion
10. The scope of work is further defined and inclusive of the content and form of this report.

## REAL ESTATE & REAL PROPERTY

Real estate is identified parcel or tract of land, including improvements, if any. (*USPAP, 2020-2021 ed*) and real property includes the interests, benefits, and rights inherent in the ownership of real estate. (*USPAP, 2020-2021 ed.*)

The appraisal of the subject property includes the land, building, site improvements, and property rights associated with the fee simple estate subject to any leases, covenants, restrictions and easements described in this report.

## INTANGIBLE ASSETS

Intangible property or intangible assets are nonphysical assets, including but not limited to franchises, trademarks, patents, copyrights, goodwill, equities, securities, and contracts as distinguished from physical assets such as facilities and equipment (*USPAP Definitions 2020-2021 ed.*).

The valuation does not include intangible assets.

## PERSONAL PROPERTY

Personal Property is “any tangible or intangible article that is subject to ownership and not classified as real property, including identifiable tangible objects that are considered by the general public as being “personal,” such as furnishings, artwork, antiques, gems and jewelry, collectibles, machinery and equipment; and intangible property that is created and stored electronically such as plans for installation art, choreography, emails, or designs for digital tokens” (*USPAP Definitions 2020-2021 ed.*).

The appraisal does not include value for personal property.

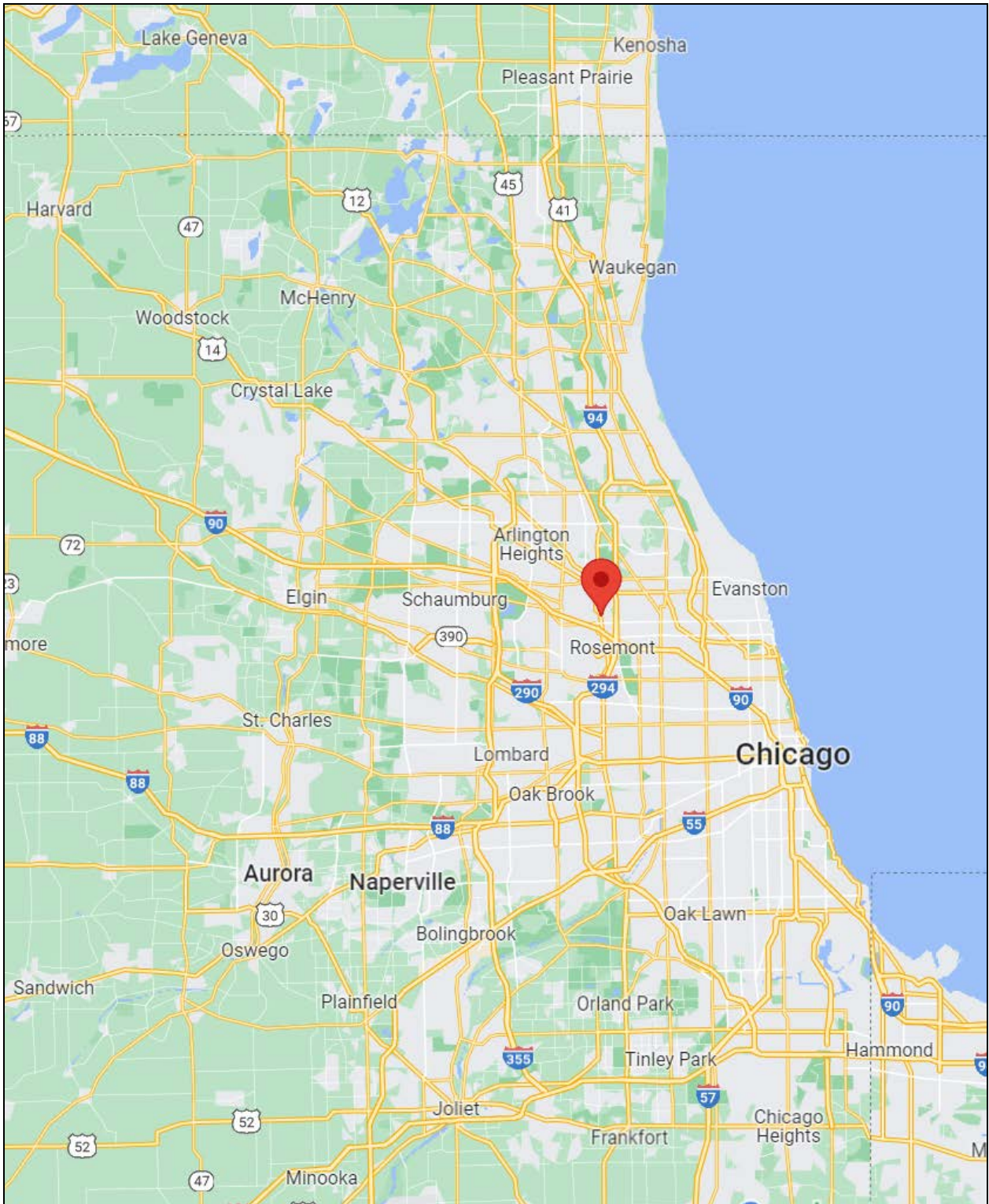
## TYPE OF REPORT

The report has been prepared under the Appraisal Report option of Standards Rule 2-2) of USPAP. As such, it contains summary discussions of the data, reasoning, and analyses that are used in the appraisal process whereas supporting documentation is retained in my file. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal.

## DISCLOSURE OF COMPETENCY

Nicholas F. Solano, MAI, FRICS is aware of the competency provision of USPAP and meet their standards. The appraiser has prior experience in similar properties the Chicago Metropolitan area, including the subject area, and is competent to complete the assignment. Refer to the appraiser’s qualifications in the Addenda.

### REGIONAL MAP



## NATIONAL ECONOMIC INDICATORS

## ECONOMIC INDICATORS – July 2023

## Market Rates and Bond Yields

	July23	Jan23	July22	Jan22	July21	July20
Reserve Bank Discount Rate	0.25	4.50	0.25	0.25	0.25	3.00
Prime Rate (monthly average)	8.50	7.50	4.85	3.25	3.25	5.50
Federal Funds Rate	5.33	4.33	1.68	0.07	0.10	2.40
3-Month Treasury Bills	5.28	4.54	2.23	0.06	0.11	2.06
6-Month Treasury Bills	5.27	4.67	2.76	0.07	0.12	2.03
LIBOR-3 month rate	n/a	3.64	n/a	0.45	n/a	n/a
U.S. 5-Year Bond	4.18	3.53	2.96	1.11	0.25	1.85
U.S. 10-Year Bond	3.97	3.66	2.90	1.87	0.58	2.08
U.S. 30-Year Bond	4.02	--	3.10	--	1.24	2.60
Municipal Tax Exempts (Aaa) <sup>†</sup>	--	--	--	--	1.86	2.70
Municipal Tax Exempts (A) <sup>†</sup>	--	--	--	--	2.33	3.07
Corporate Bonds (Aaa) <sup>†</sup>	--	--	--	--	2.14	3.29
Corporate Bonds (A) <sup>†</sup>	--	--	--	--	2.69	3.70
Corporate Bonds (Baa) <sup>†</sup>	--	--	--	--	3.31	4.28

## Stock Dividend Yields

Common Stocks—500	n/a	n/a	n/a	n/a	n/a	1.88
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Other Benchmarks<sup>^</sup>

Industrial Production Index <sup>*,†</sup>	79.3	79.6	80.7	79.2	78.4	72.7
Unemployment (%) <sup>†</sup>	3.5	3.4	3.5	6.3	10.2	3.7
Monetary Aggregates, daily avg. <sup>†</sup>						
M1, \$-Billions	18,447.1	19,555.1	20,588.7	20,585.4	19,497.5	3,858.1
M2, \$-Billions	20,902.7	21,221.8	21,703.6	21,649.6	20,620.9	14,862.1
Consumer Price Index						
All Urban Consumers	305.7	299.2	296.3	261.5	273.0	256.6

	2Q23	1Q23	2Q22	1Q22	2Q21	1Q21	2Q20
Per Capita Personal Disposable Income Annual Rate in Current \$ <sup>s††</sup>	59,284	58,609	55,171	54,581	55,029	58,998	55,020
Savings as % of DPI <sup>††</sup>	4.4	4.3	3.2	4.3	10.8	20.4	26.1

\* On June 25, 2010, the Federal Reserve Board advanced to 2007 the base year for the indexes of industrial production, capacity, and electric power use. This follows the December 7, 2005, change to a 2002 baseline, from the previous 1997 baseline. Historical data has also been updated.

<sup>^</sup> As of March 2008, the Federal Reserve stopped issuing the "Member Bank Borrowed Reserves." As such, this figure no longer appears in Appraisal Institute publications.

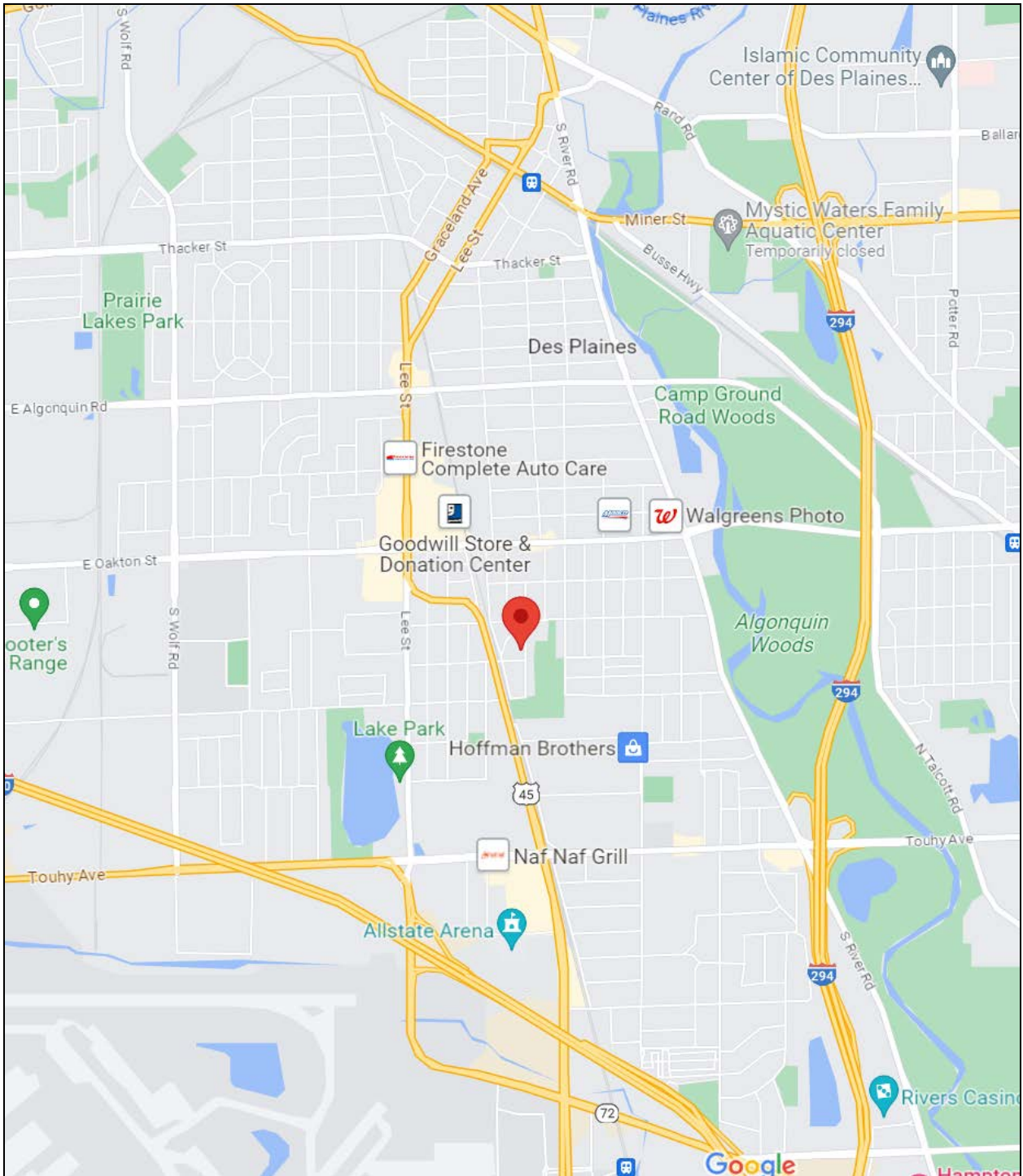
<sup>†</sup> Seasonally adjusted

<sup>†</sup> Source: *Moody's Bond Record*

<sup>††</sup> Revised figures used

Source: Appraisal Institute

### LOCATION MAP



## MARKET AREA DESCRIPTION

### Location

The subject property is located in City of Des Plaines, a northwest suburb located 28 miles northwest of Chicago's central business district.

### Transportation and Access

The subject property has good access to major streets and expressways, and O'Hare International Airport. The downtown district of the City of Des Plaines is 1.5 miles north of the subject property.

### Demographic Profile

The market area is comprised of middle-income households. The population is forecast to remain fairly stable in the market areas over the next five years.

Population	1 Mile	2 Mile	3 Mile
2010 Population	16,283	45,853	102,862
2023 Population	15,836	46,428	104,119
2028 Population Projection	15,764	46,581	104,460
Annual Growth 2010-2023	-0.2%	0.1%	0.1%
Annual Growth 2023-2028	-0.1%	0.1%	0.1%
Median Age	39.7	43.6	42.4
Bachelor's Degree or Higher	26%	36%	38%
Households			
2023 Households	5,126	18,610	39,693
Annual Growth 2023-2028	-0.1%	0.1%	0.1%
Avg. Household Income	\$93,679	\$97,145	\$104,732
Median Household Income	\$76,211	\$76,918	\$78,159
2023 Avg HH Vehicles:	2	2	2
Housing			
Median Home Value:	\$271,639	\$279,827	\$299,245
Median Year Built:	1959	1964	1965

Source: CoStar, Inc.

### Daytime Employment

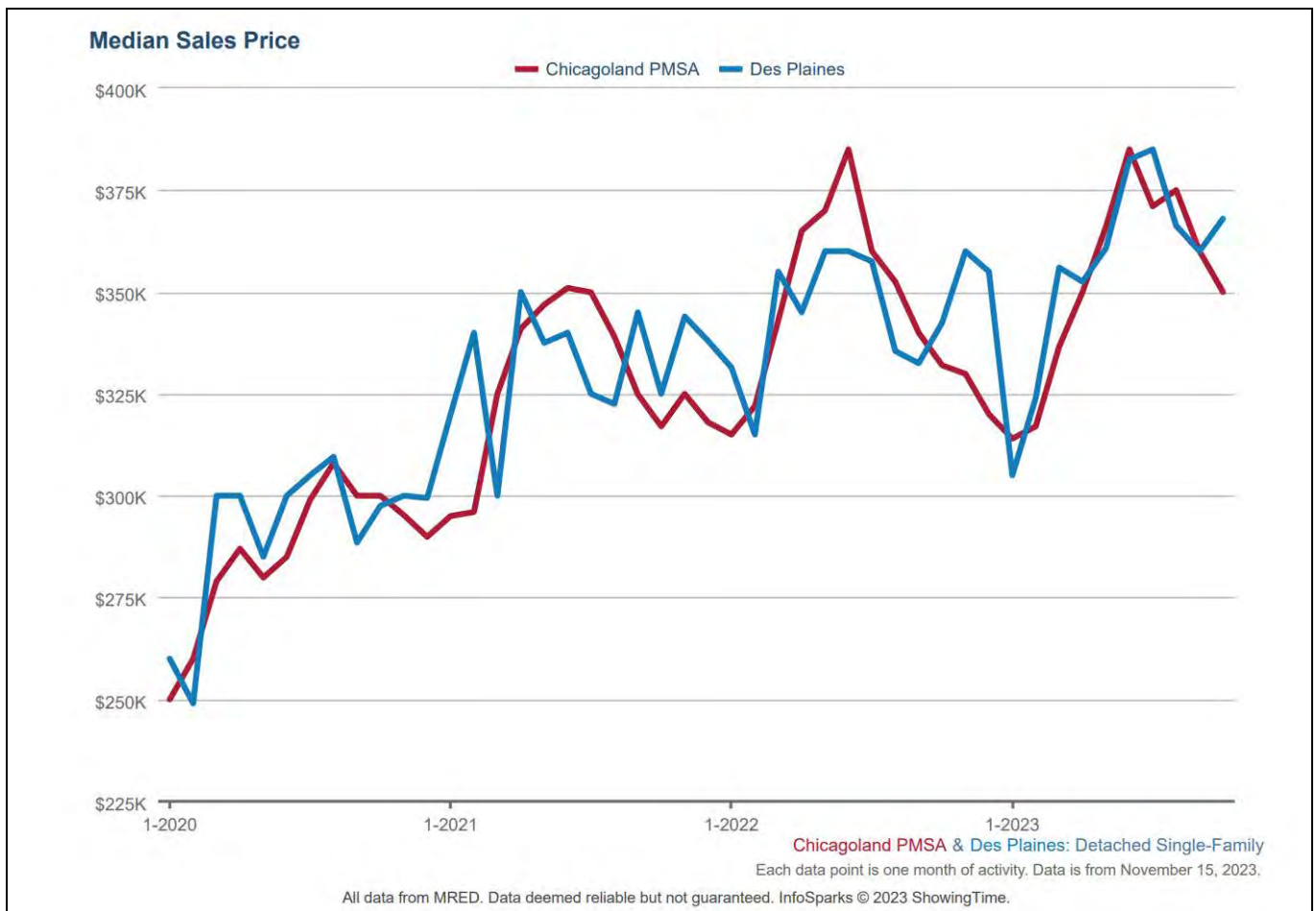
The economic base of the surrounding suburban areas - including Elk Grove industrial parks – comprise retail, industrial, offices, and hotel. According to CoStar Data, located within three-mile radius of the subject property are 7,131 businesses employing 79,158 persons.

## Services

The City of Des Plaines provides an array of community services, public parks, and community centers, and recreation centers.

## Housing Prices

The chart below, developed from the MRED MLS database, illustrates the trend in the median sale price for single-family homes in the City of Des Plaines and in the entire Chicago market area. More specific details of the market over are presented in a later section of this report.

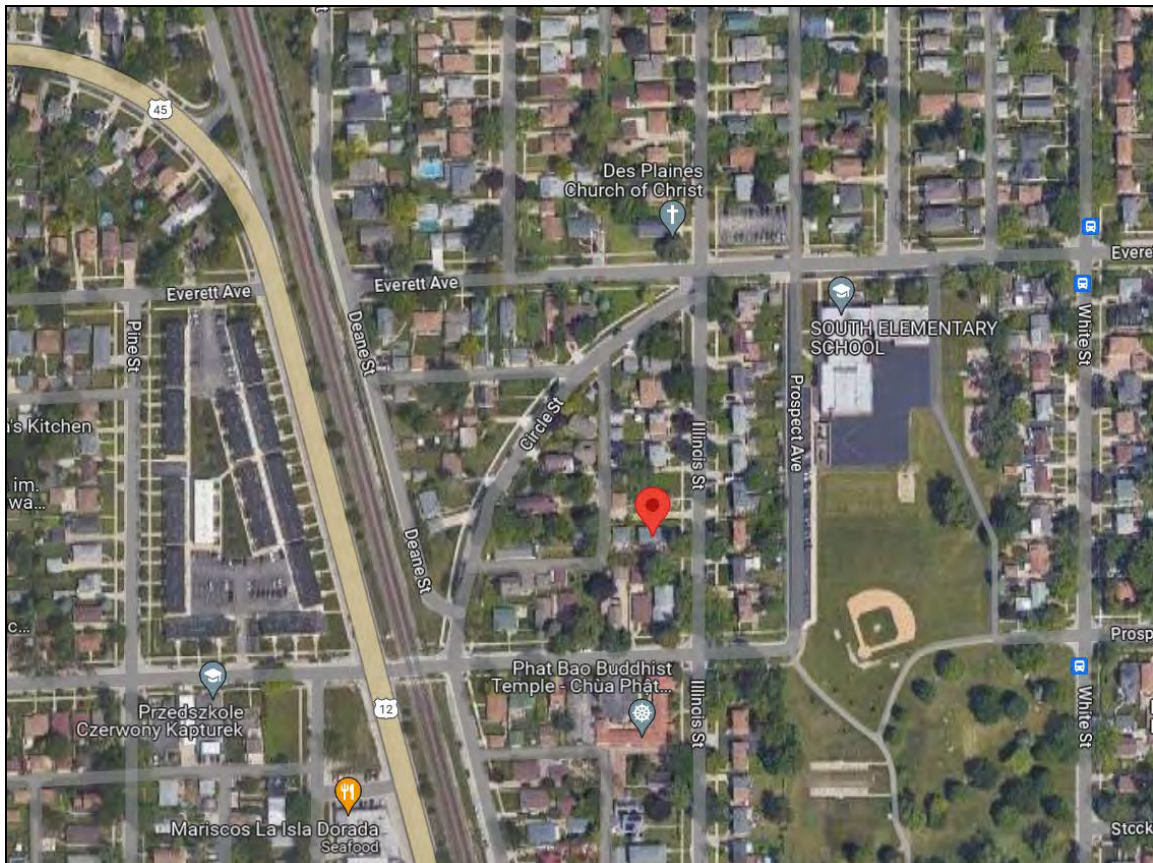
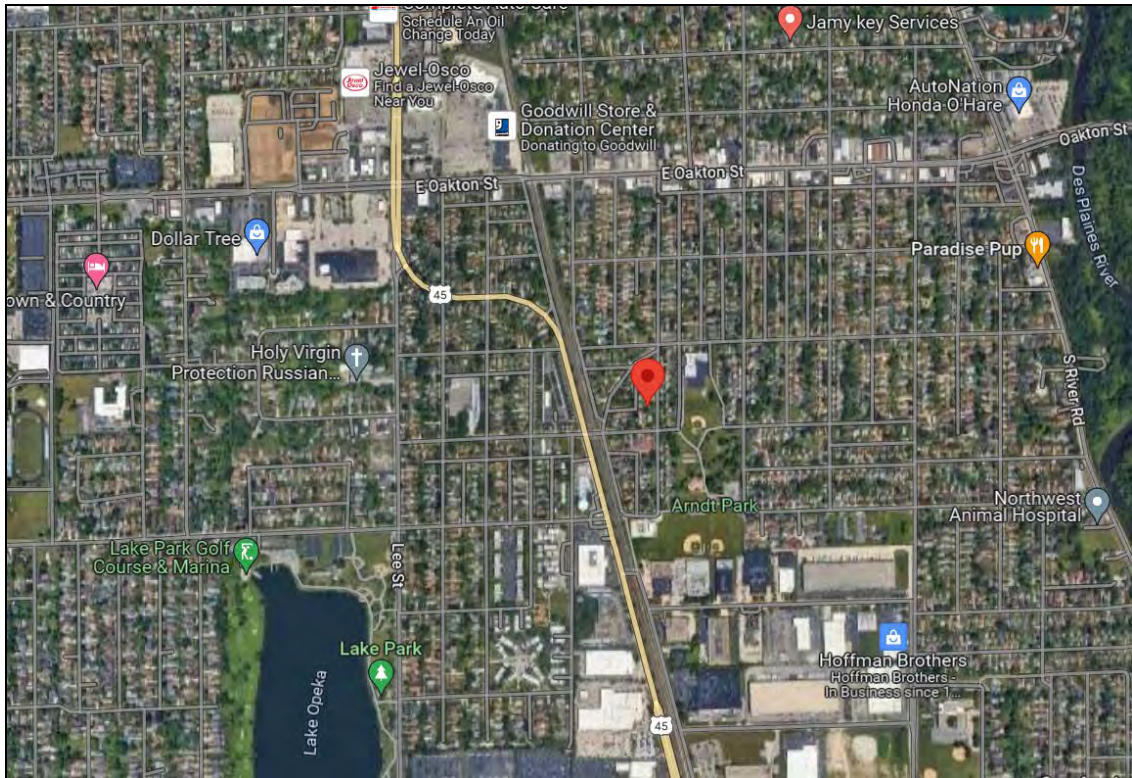


## Uses

The subject property is located in a residential area comprised of single family homes. The area is 100% developed with little land available for new construction. The South Elementary School and Arndt Park are proximate to the subject property. The residential base of the immediate area is typically comprised of ranch and split-level style homes priced in the range of \$275,000 to \$400,000.

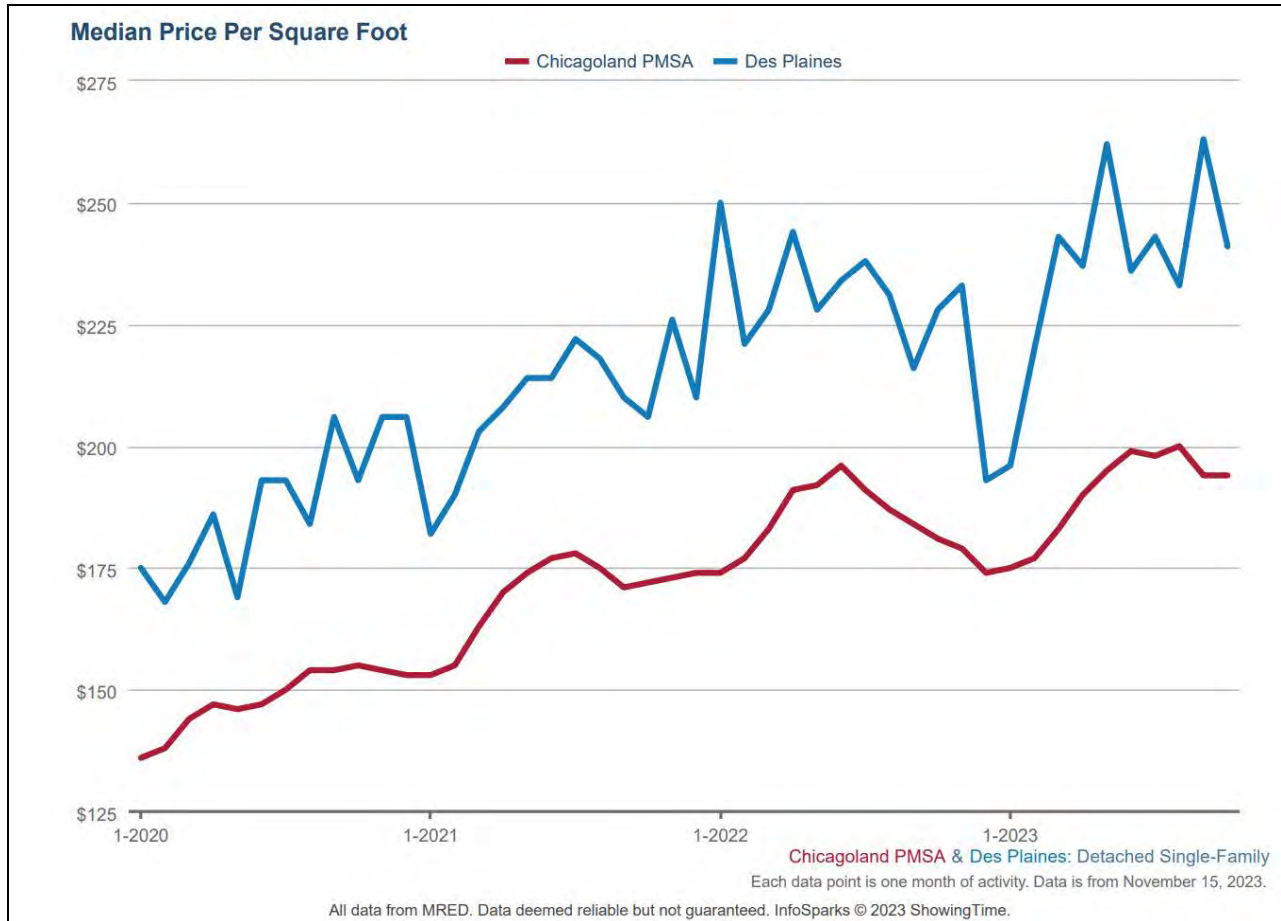


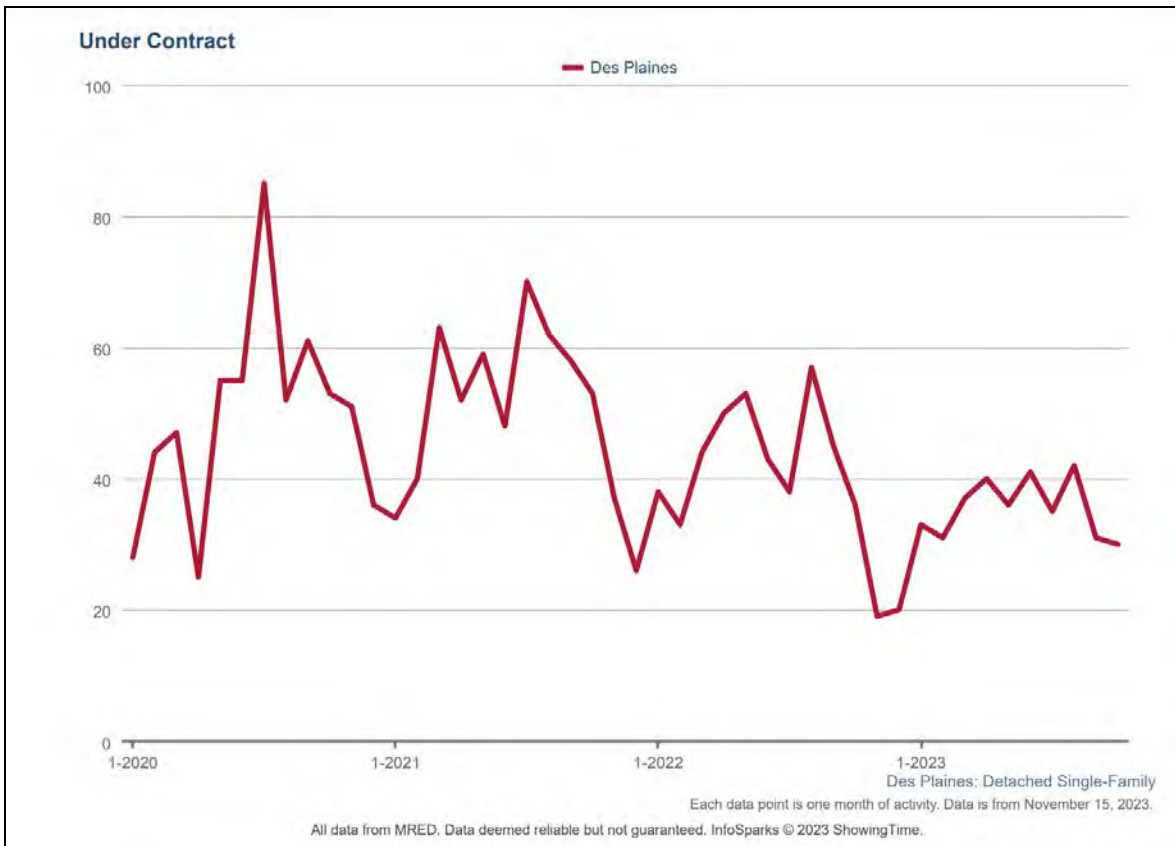
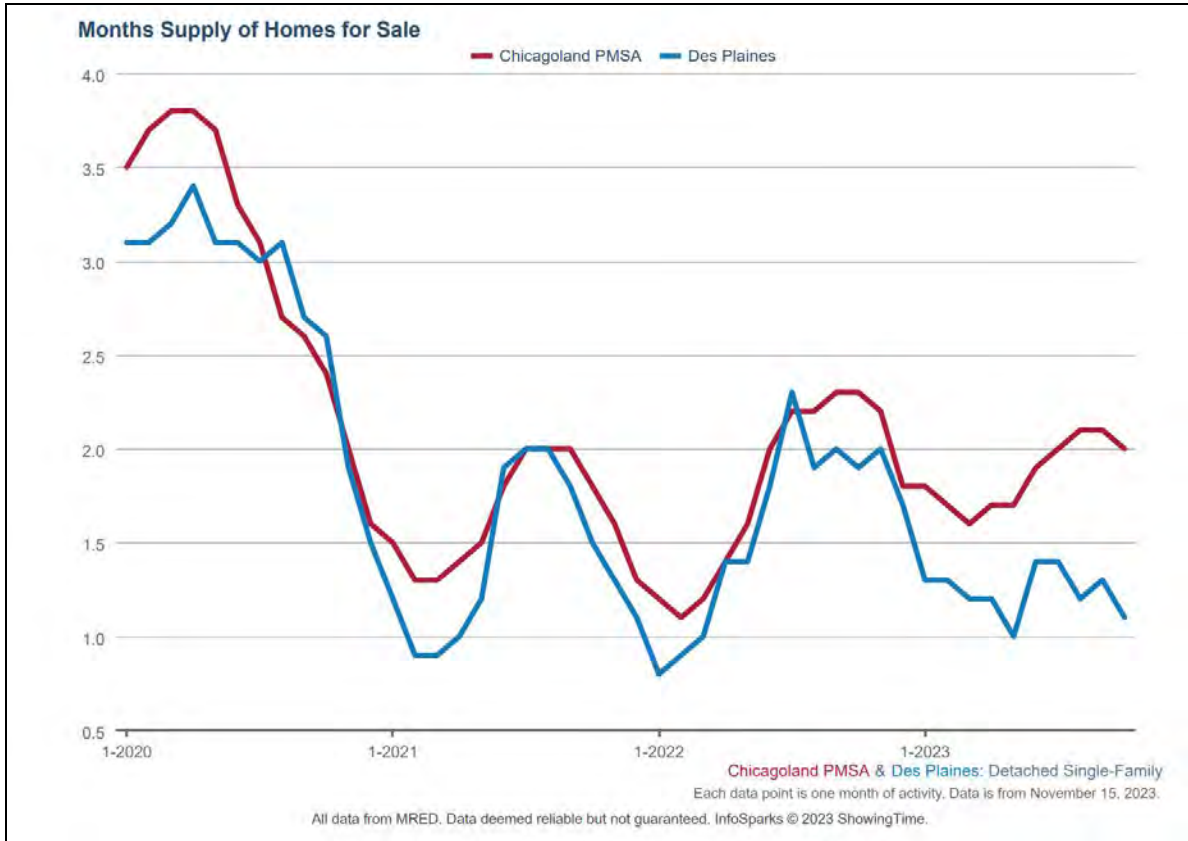
### LOCATION SATELLITE VIEWS

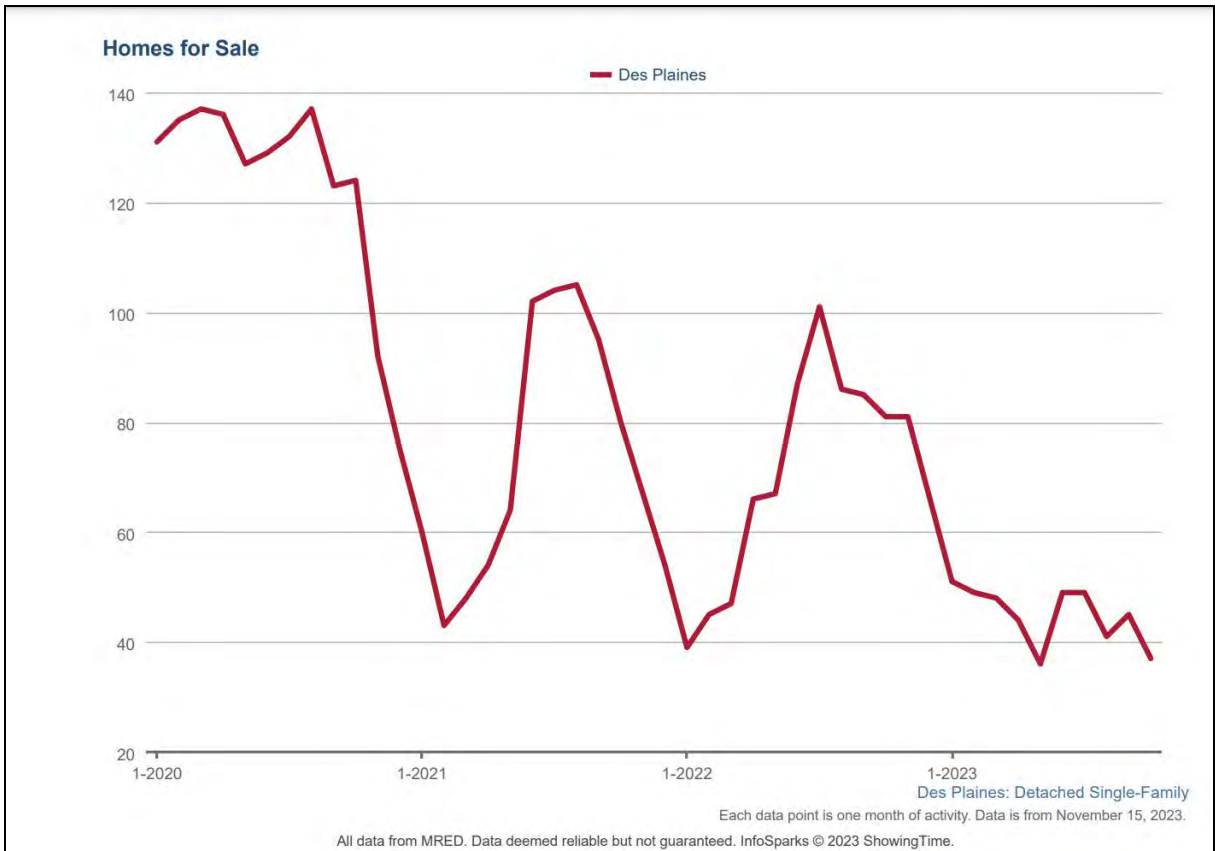
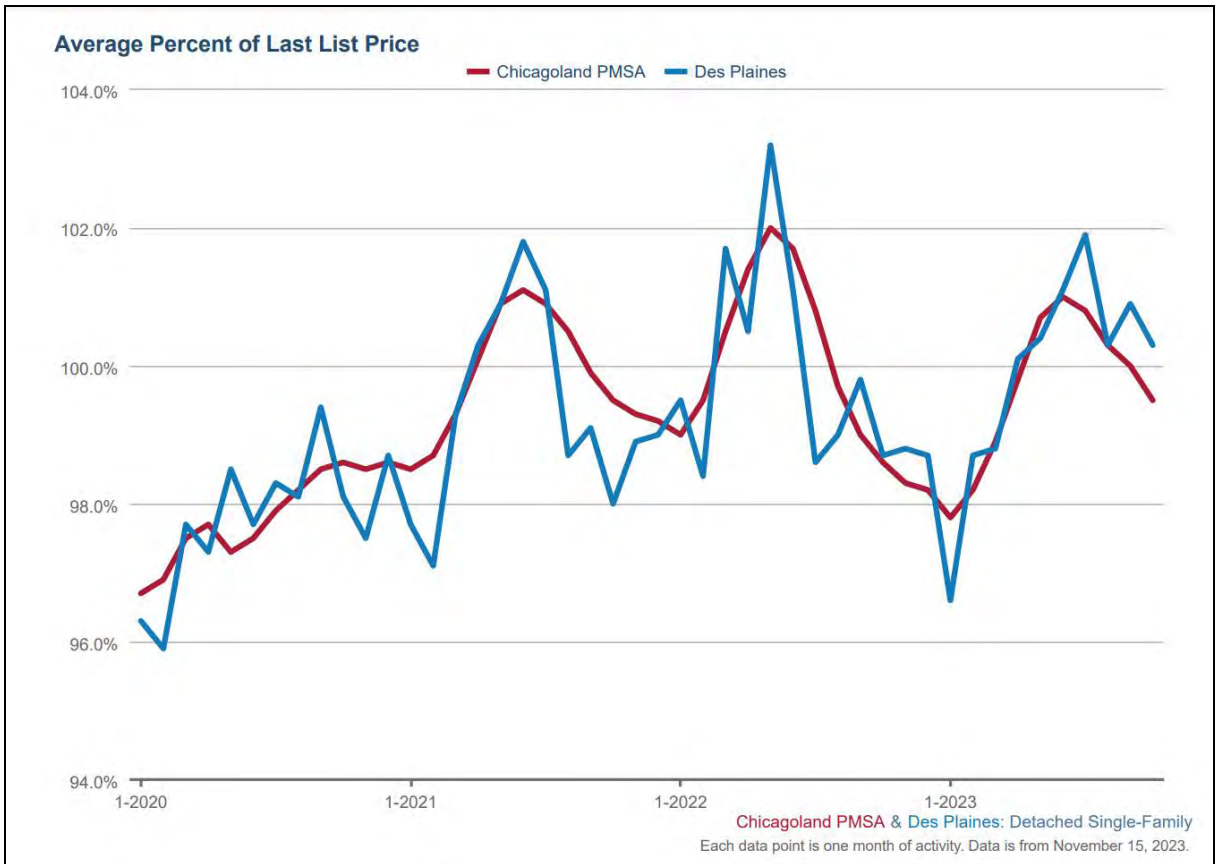


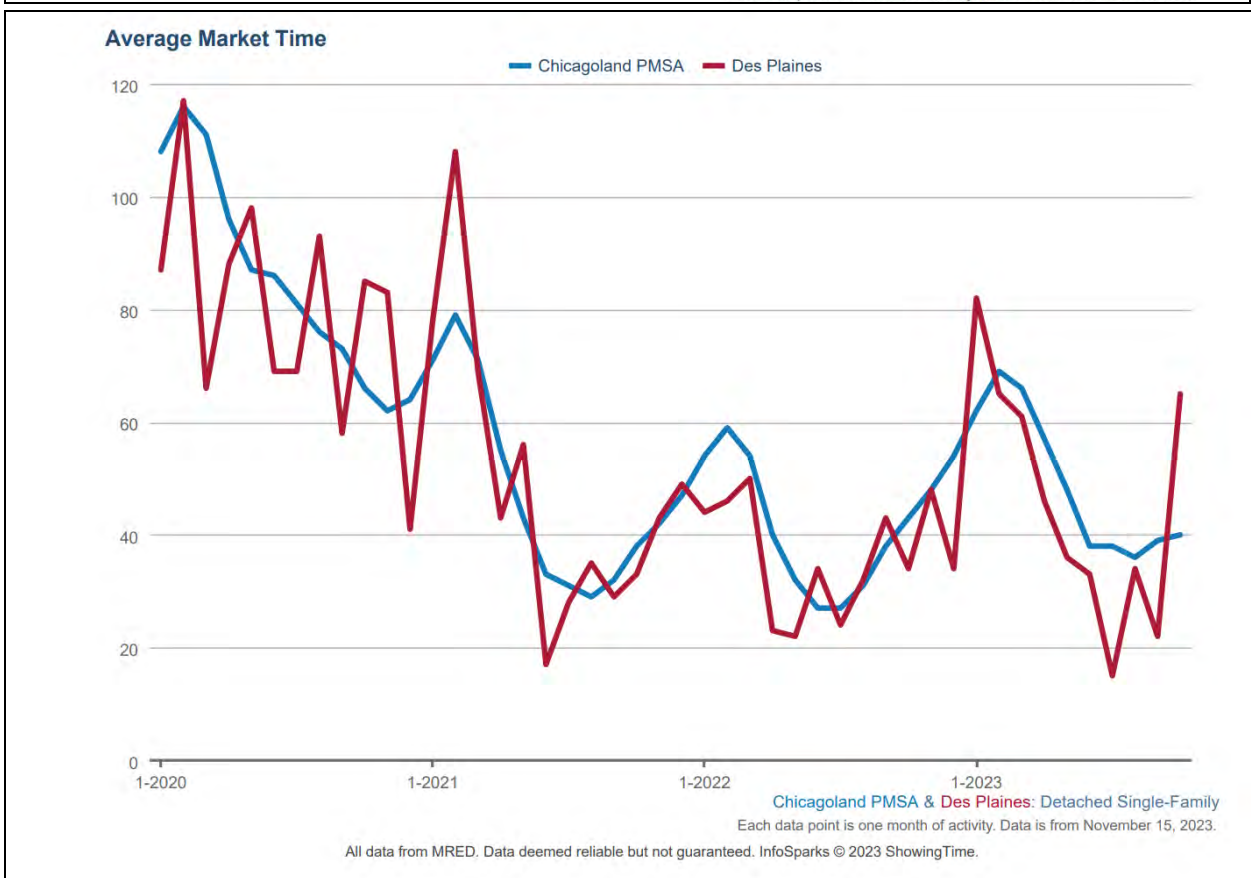
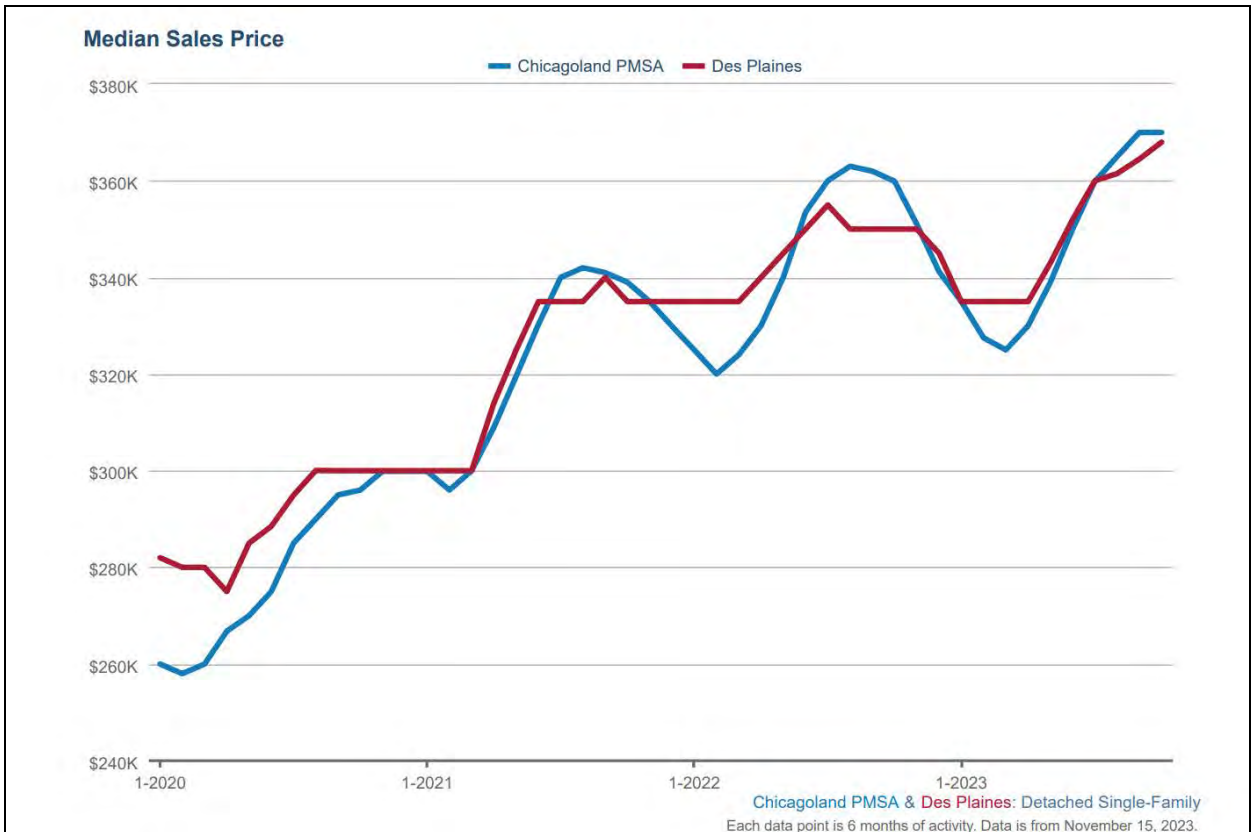
### OVERVIEW OF DES PLAINES SINGLE-FAMILY MARKET

Presented below and on the next pages are charts developed from the MRED MLS database that illustrate the market activity and prices for single-family homes in the City of Des Plaines and the entire north shore market area. While interest rates have increased significantly during the past year, the low inventory and prevailing demand have supported home prices.

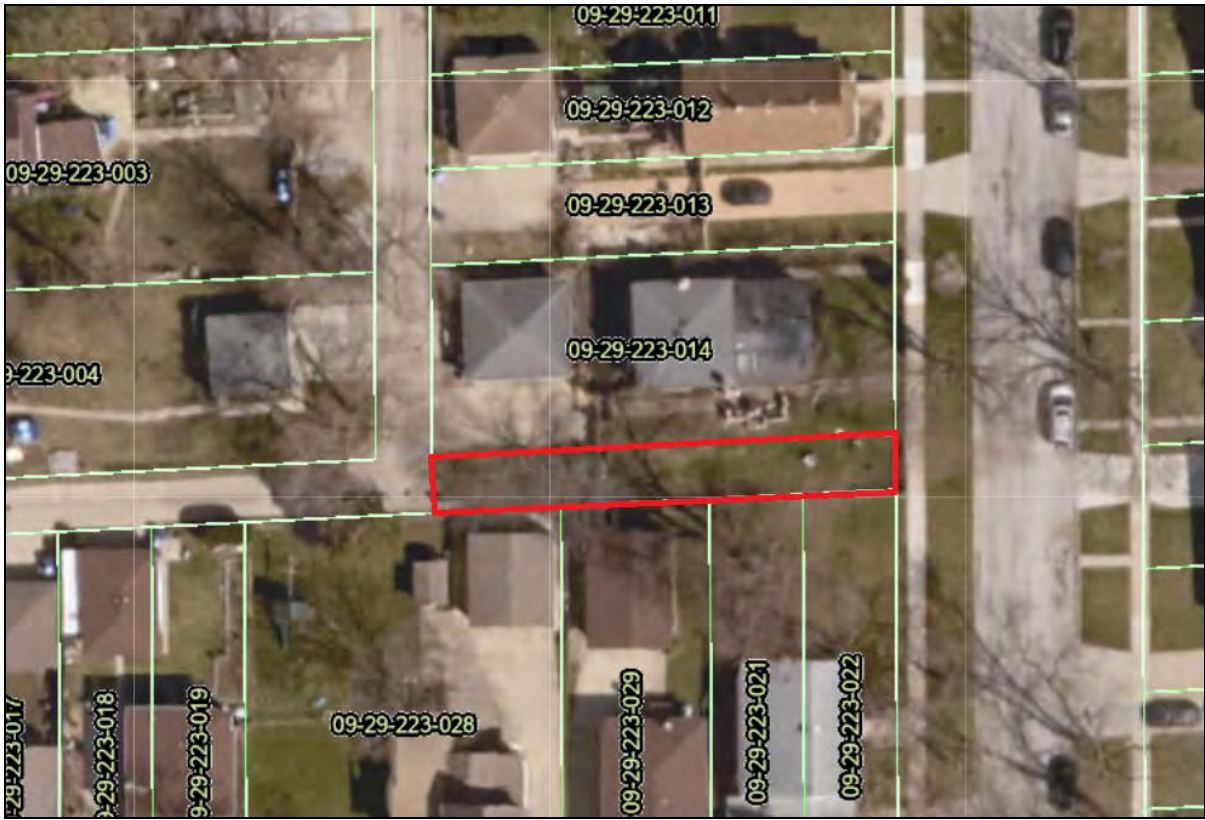








### AERIAL VIEWS OF SUBJECT PROPERTY

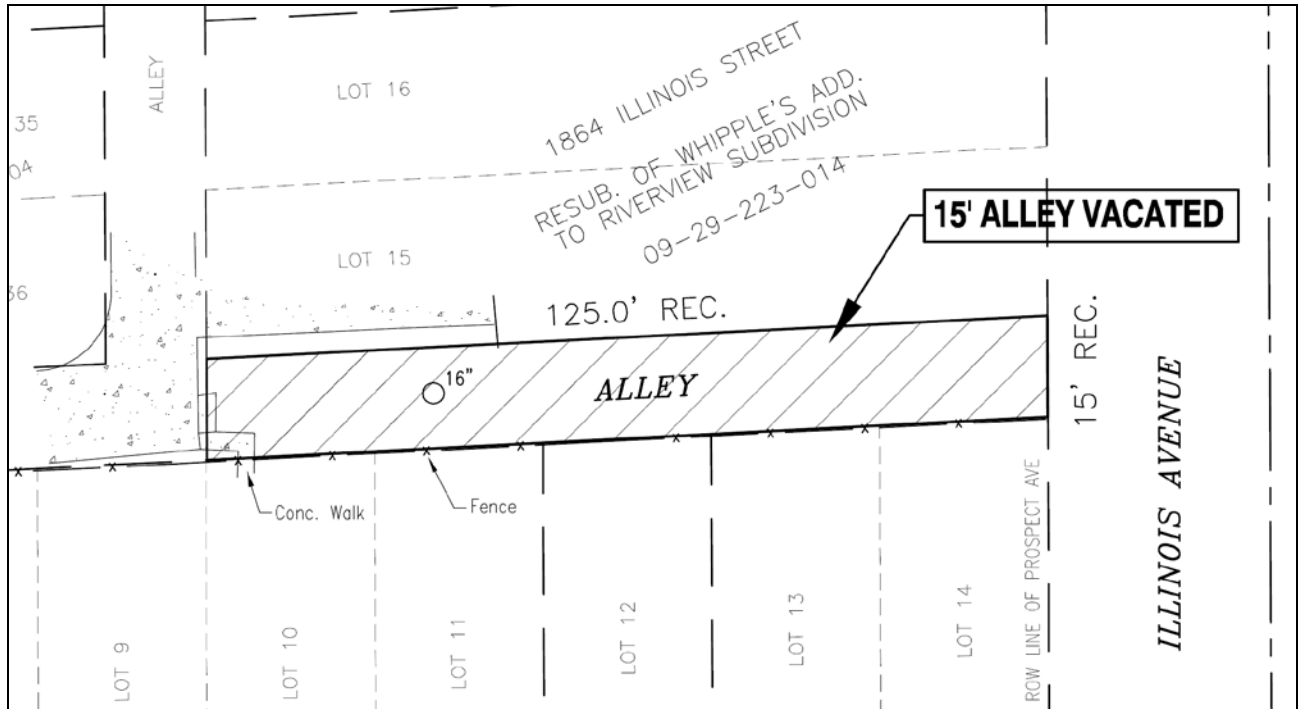


Source: Cook Viewer 2022



Source: Cook Viewer April 7, 2023 image date

### PLAT OF VACATION FOR SUBJECT PROPERTY

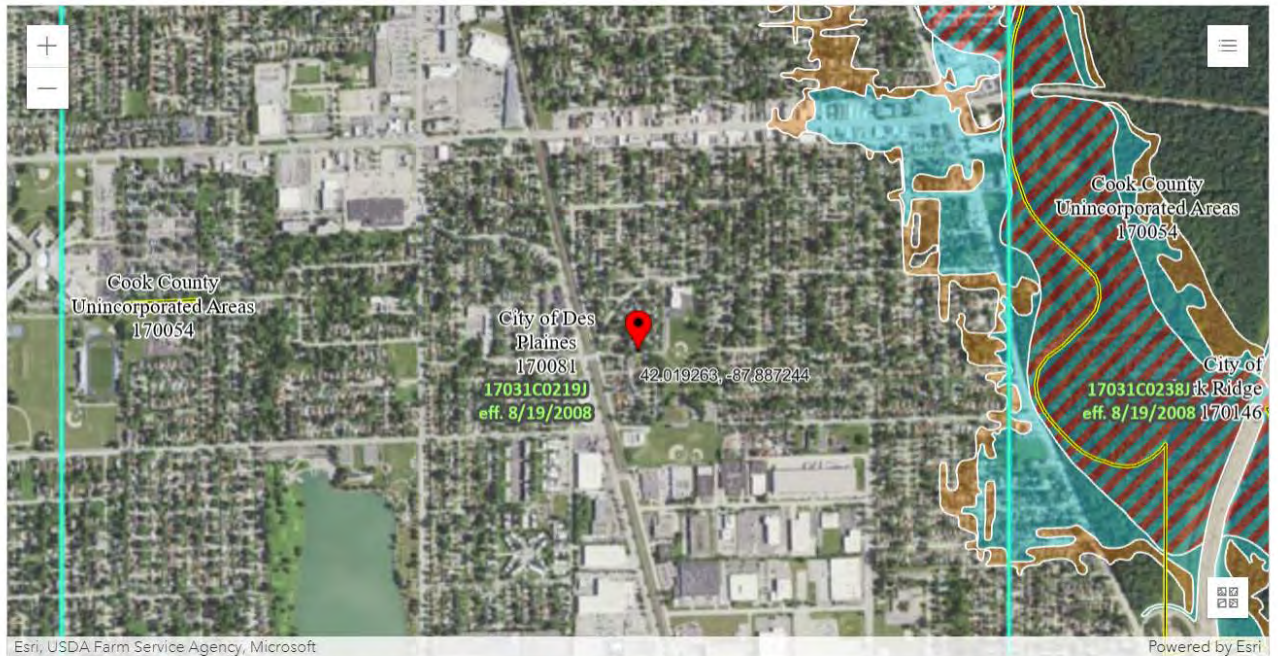


Source: Excerpt of Plat of Right of Way Vacation, refer to full plat in addenda.



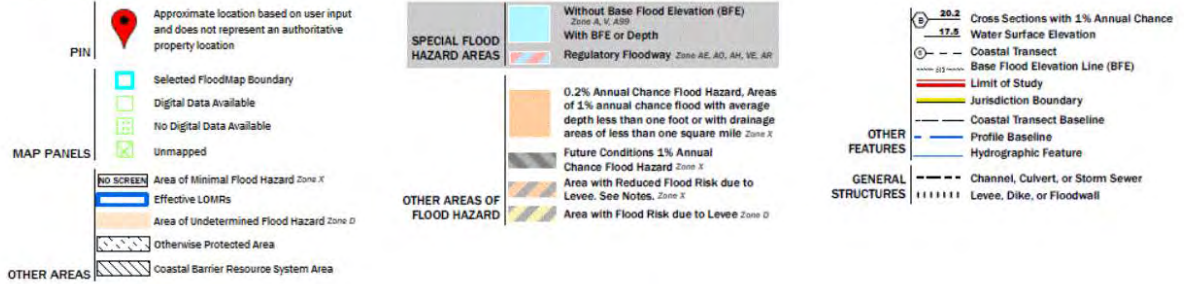
# FEMA FLOOD HAZARD MAP

*new location in the search field above. It may take a minute or more during peak hours to generate a dynamic firm etc.*



Esri, USDA Farm Service Agency, Microsoft

Powered by Esri





**DESCRIPTION OF SUBJECT PROPERTY**

<b>Land Area:</b>	1,875 SF
<b>Measurements:</b>	15' x 125'
<b>Source of Land Area:</b>	Calculated from dimensions on Plat of Right of Way Vacation
<b>Frontage and Access:</b>	The subject property has frontage on Illinois Street and an existing concrete-paved public alley. The subject property does not have any driveway access.
<b>Utilities:</b>	All public and municipal utilities (including water, sewer, electric, natural gas, cable, internet, and telephone) are available to the subject property.
<b>Topography/Ravine:</b>	The site is generally level at street grade and grade of the adjacent paved alley.
<b>Flood Community Panel #:</b>	Map Panel: 17031C0219J, effective on 8/19/2008
<b>Flood Zone:</b>	Zone X, area of minimal flooding
<b>Flood Insurance:</b>	Typically is typically not required in zone X
<b>Adjacent Lands:</b>	Single family residential to the north, south and east, and paved public alley adjacent to the west.
<b>Wetland Areas:</b>	None observed
<b>Environmental Hazards:</b>	Environmental evaluation is beyond my scope of expertise. A qualified engineer should be consulted on this matter. The scope of work does not include an investigation of any adverse environmental conditions.
<b>Ground Stability:</b>	The appraiser was not furnished a soil analysis. The appraisal assumes that the soil's load bearing capacity is sufficient to support structures based on surrounding development.
<b>Covenants, Restrictions and Easements:</b>	No easements or restrictions exist, or are proposed to be imposed upon sale of the subject property, except for service walk encroachment of 1482 Prospect Avenue and storm sewer, described below.
<b>Improvements:</b>	The subject property is improved with a section of a concrete service walk that is part of residential property located at 1482 Prospect Avenue (refer to Plat of Right of Way Vacation for illustration). The subject property also appears to be improved with a wood fence that is part of 1864 Illinois Street. The subject property also appears to be improved with a 16" storm sewer as indicated on the

Plat of Right of Way Vacation. Other improvements include lawn and a tree.

**Real Estate Taxes:**

The subject property is not assessed for taxes. The 2022 tax rate for this district is 8.801%. Residential properties have an assessment level of 10% of value, and the 2022 equalization factor is 2.9237.

**Adjacent Properties:**

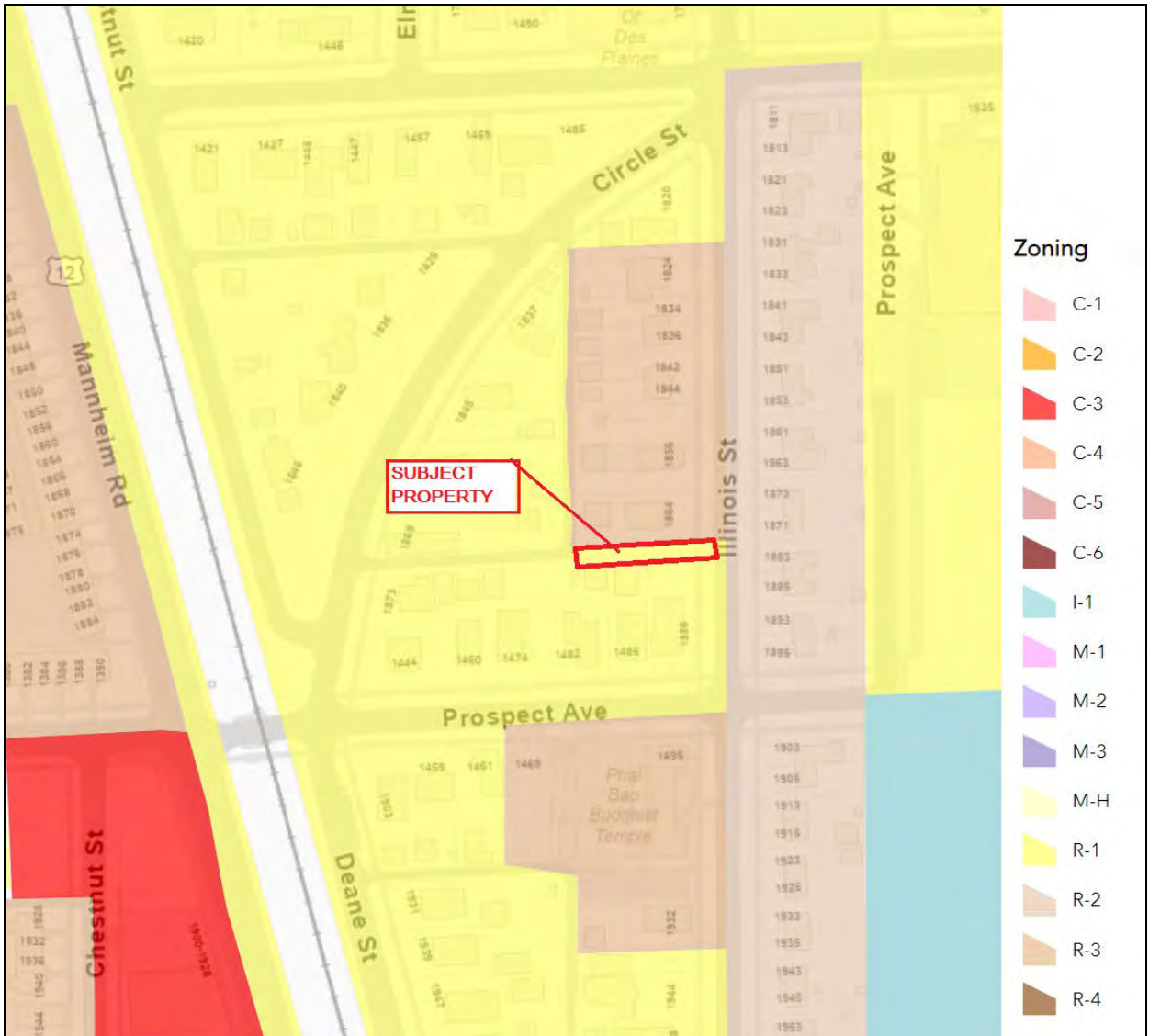
The side yard of 1864 Illinois Street appears to be integrated with the subject property. 1864 Illinois Street is a three-bedroom split level residence containing 1,275 SF above-grade and a two car garage accessed from the rear alley. The site for this property has 6,250 square feet. The assessor's opinion of value of this property is \$300,010 with \$46,880 in value allocated to the land.

This property was purchased in February 2023 for a price of \$325,000 after being exposed to the market for 137 days in the MRED MLS.

The rear yards of three adjacent single-family properties located at 1886 Illinois Street, 1486 Prospect Avenue and 1482 Prospect Avenue back up to the subject property.

The home at 1482 Prospect sold in June 2016 for \$250,000 after being exposed to the market for 5 days in the MRED MLS. There are no recent sales of 1886 Illinois Street or 1486 Prospect Avenue.

### ZONING MAP



Source: Excerpt of City of Des Plaines Zoning Map



**ZONING INFORMATION**

**Jurisdiction:** City of Des Plaines  
**Designation:** R-1, Family Residence District.  
**Purpose / Permitted Uses:** The purpose of the R-1 Single-Family Residential District is to provide for and preserve single-family residential environments at the lowest density within the City. Single family uses are permitted in the R-1 district.

The property adjacent to the north of the subject property at 1864 Illinois Street is zoned R-3, Townhouse Residential, by the City of Des Plaines.

The bulk regulations for residential districts in Des Plaines and other pertinent zoning regulations are presented below.

<b>Bulk Controls</b>	<b>R-1</b>	<b>R-2</b>	<b>R-3</b>	<b>R-4</b>
Maximum height	2 <sup>1</sup> / <sub>2</sub> stories to 35 ft.	2 <sup>1</sup> / <sub>2</sub> stories to 35 ft.	45 ft.	80 ft.
Minimum front yard	25 ft.	25 ft.	25 ft.	12 ft.
Minimum side yard	5 ft.	5 ft.	Buildings 35 ft. and under: 5 ft. Over 35 ft.: 10 ft.	5 ft., plus 2 ft. for every 10 ft. over 40 ft.
Minimum rear yard	25 ft. or 20% of lot depth, whichever is less	25 ft. or 20% of lot depth, whichever is less	Buildings 35 ft. and under: 25 ft. or 20% of lot depth, whichever is less Buildings over 35 ft.: 30 ft.	Buildings 40 ft. and under: 25 ft. or 20% of lot depth, whichever is less Buildings over 40 ft.: 25 ft., plus 2 ft. for every 10 ft. over 40 ft.
Maximum rear yard coverage	60% <sup>1</sup>	n/a	n/a	n/a
Minimum lot width:				
Interior	55 ft.	45 ft.	45 ft.	50 ft.
Corner	65 ft.	55 ft.	55 ft.	50 ft.
Minimum lot area:				
Interior	6,875 sq. ft.	2,800 sq. ft. per DU	2,800 sq. ft. per DU	10,000 sq. ft. <sup>2</sup>
Corner	8,125 sq. ft.	6,875 sq. ft.	2,800 sq. ft. per DU	10,000 sq. ft. <sup>2</sup>
Maximum building coverage:				
Interior	30%	30%	n/a	n/a
Corner	35%	35%	n/a	n/a
Minimum corner side yard	10 ft. <sup>3</sup>	10 ft.	10 ft.	10 ft.

Where a lot is defined as a corner lot, the required front yard and corner side yard shall be observed; provided, however, that the minimum corner side yard may be reduced to allow for a buildable width of thirty feet (30') for a single family detached dwelling unit in the R-1 district. In no instance shall the minimum corner side yard setback be reduced to less than five feet (5'). No accessory building or roofed structure shall encroach into the required front yard and corner side yard setback; except where permitted by zoning, provided, however, structures and buildings lawfully established prior to June 17, 2019 that do not meet the front yard or corner side yard setbacks shall be considered legal non-conforming and may remain and be maintained pursuant to section 5-6 of the zoning ordinance.

<b>Number Of Bedrooms</b>	<b>Minimum Lot Area (Square Feet)</b>
Efficiency dwelling unit	600
1 bedroom	700
2 bedrooms	800
3 bedrooms	1,000
More than 3 bedrooms	1,500

#### **12-5-4: Nonconforming Lots**

A. Single Nonconforming Lots Of Record: In any district in which single-family dwellings are permitted, a single-family dwelling and customary accessory buildings may be erected on any single lot of record after the effective date hereof, notwithstanding provisions of this title governing minimum lot width and minimum lot area; provided, however, that yard dimensions and requirements other than those applying to area or width, or both, of the lot shall conform to the regulations for the district in which such lot is located. Such lot must be in separate ownership and not of continuous frontage with other lots in the same ownership. (Ord. Z-6-15, 1-21-2015)

B. Lots In Combination: If two (2) or more lots or a combination of lots with continuous frontage in single ownership are of record at the effective date hereof, and if all or part of the lots with no buildings do not meet the requirements established for lot width and area, the lands involved shall be considered to be an undivided parcel for the purposes of this title; and no portion of said parcel shall be used or sold in a manner which diminishes compliance with lot width and area requirements established by this title, nor shall any division of any parcel be made which creates a lot with width or area below the requirements stated in this title.

C. Other Uses of Legal Nonconforming Lots: In any commercial or manufacturing zoning district, a legal nonconforming lot of record may be used for any use permitted in the district. (Ord. Z-8-98, 9-21-1998)

#### **Conformance to Zoning**

The subject property is not a legal lot of record, and it does not meet the bulk requirements for a separate buildable lot. The subject property has potential to be assembled with adjacent R-1 and or R-3 zoned properties for residential purposes. According to the City of

Des Plaines ordinance code, whenever an owner of property abutting upon any street or alley proposes to have the same or any part thereof vacated, said owner shall file with the office of the director of community development an application for vacation. A filing fee for each application of two hundred fifty dollars (\$250.00) shall be paid therewith in addition to a cash deposit of eight hundred dollars (\$800.00). The applicant shall be responsible to pay the actual cost of an appraisal which may be ordered by the corporate authorities to determine the value of the street or alley proposed to be vacated. The eight hundred dollar (\$800.00) deposit shall be credited toward the actual cost of the appraisal fee and any excess amount above the actual cost shall be returned to the applicant or the applicant shall pay any additional amount above the eight hundred dollars (\$800.00) to the City. (Ord. M-14-05, 5-16-2005)

## HIGHEST AND BEST USE ANALYSES

The development of an opinion of market value first requires a determination of highest and best use, founded on the forces of supply and demand. The highest and best use of the property must be determined for both the subject property as though vacant, and for the property as currently improved (if applicable). The highest and best use must meet the following criteria:

1. Legally permissible under the zoning laws and other restrictions that apply to the property, with consideration of reasonable probability of zoning.
2. Physically possible given the property size and characteristics.
3. Financially feasible, or those uses that are legally and physically possible and also produce a positive return on investment.
4. The particular use (or class of uses) that pass the first three criteria and also produce the highest net return on investment relative to risk are the maximally productive and highest and best use of the property, which then becomes the basis of the market value estimate.

### Highest and Best Use Conclusions

Due to size and zoning restrictions, the subject property is non-buildable independently. As a site not able to be developed independently, the highest and best use of the subject property is determined to be for extra yard space serving adjacent single-family residences, particularly for the property at 1864 Illinois which shares a side lot line and can benefit most from the extra yard space through assemblage. In addition, the property at 1864 Illinois is zoned R-3 Townhouse Residential, and with assemblage with the subject property it may have potential to accommodate an additional dwelling unit depending upon zoning approvals.

## VALUATION METHODOLOGY

There are basically three methods in estimating the market value of non-buildable parcels of the subject type described below.

**Sales Comparison Approach (Method One):** This method is the conventional sales comparison approach to value. This method derives an opinion of value based on sales of comparable properties. The market value for the subject property is characterized by prices paid for non-buildable sites in which there was also a limited market. The appraiser discovered several sales of non-buildable single-family parcels of land that are considered in the valuation of the subject property.

**Discount to Buildable Land (Method Two):** This method provides an estimate of value by applying a market-derived discount to the going rate of buildable land in the location of the subject property. This method first establishes the value of a buildable lot in the location of the subject location, and then a market derived discount is applied to reflect the fact that the value of non-buildable land is less marketable and has less market value than a buildable lot. The discounted unit price would then be applied to the subject parcel resulting in its market value.

**Before and After Assemblage (Method Three):** Before and After valuations of the adjacent property or properties and subject property as assembled are developed using sales comparison in order to indicate the increment in value associated with assemblage. This value method relies on sales of two residential properties similar in all respects except for lot size. The difference in sale price would reflect how much the extra land contributed to price due to enhancement of more yard or land to accommodate a building addition. An analysis of several paired sales would indicate the value enhancement after assemblage.

The appraiser attempted this method of analysis; however, due to the diversity of residential styles and scarcity of recent comparable home sales within the subject market area, the integrity of any matched pair analysis is compromised and therefore not meaningful enough to provide a credible indication of value. A matched paired analysis in this case would require too many qualitative adjustments to the comparable sales in order to make them similar enough to extract any value attributed to more land area. Furthermore, this analysis would not necessarily reflect the effects of a restrictive market on the value. Therefore, this method of analysis was not used in this appraisal.

### **Reconciliation**

Methods One and Two are used in the appraisal of the subject property. The results of each method are reconciled to a final indication of market value. Method One, which is the conventional sales comparison approach, is presented first followed by Method Two analysis. Limited market discounts of non-buildable properties are estimated in the sales comparison approach, which is applied in the Method Two analysis.



## **SALES COMPARISON APPROACH TO VALUE (METHOD ONE)**

The sales comparison approach to value is a process of comparing prices paid for similar properties that have sold, listed or pending. Comparisons are made of the terms and dates of the sales, their locations and physical characteristics. Dissimilarities of the properties being compared to the subject are evaluated and the sums added or subtracted from their prices. Some unit of comparison, such as price per square foot, price per room, or gross income multiplier (GIM) is used. The steps taken to apply the sales comparison approach, as outlined in the Appraisal of Real Estate 15th Edition, are as follows:

1. Research the competitive market for information on properties that have sold, are listed for sale or are under contract. In selecting the data, consideration is made for such characteristics as property type, date of sale, size, location and use. The selected sales should attract a buyer who would also consider purchasing the subject property;
2. Verify the information about the sales so market comparison to the subject property is credible;
3. Select the most relevant unit of comparison that best explains market behavior and variance in sales prices;
4. Consider the various elements of comparison and adjust the sale prices of the selected data to equate them to the subject property;
5. If applicable, reconcile the various indicators of value provided by the adjusted prices into a single value indication for the subject property.

The comparison analysis is made based on total sale price and price per square foot of land area.

The following sale data are presented as the best indicators of value for the subject property as a non-buildable site for independent residential use. Data sources include CoStar, Loop Net, MRED MLS, buyers, sellers, brokers, appraiser files, and available public records.

## DETAILS OF SALES DATA

Data No.	Property Type Address Tax Number	Sale Date Document # Deed Type	Approx. Land SF Frontage feet	Zoning	Flood or wetland	Sale Price Discount	Sale Price Per Sq. Ft.
1	<b>Non-Buildable Parcel</b> 1918 Noyes Street Evanston, IL 10-12-319-004	05/2019 1916855074 Warranty Deed	<u>2,475 SF</u> 16.50 feet	Single-Family R-3	None	\$20,000 ≈ 80%	\$8.08
<p>Non-buildable parcel (16.50' x 150') due to restrictive size, purchased by a speculative purchaser prospecting to assemble adjacent excess land on 1916 Noyes for creation of a buildable lot of 32' x 150' for single-family development. Seller reported price was heavily discounted due to the parcel being non-buildable. The seller acquired the property from a tax sale. Original asking price started at \$37,000 in August 2018. Existing homes in this immediate market area are priced in the range of \$650,000 and new homes over \$1 million. Seller indicated that the lot as assembled could be worth around \$200,000, or \$41/SF. The indicated discount on this sale associated with its limited market is estimated to be ≈ 80% ((\$8.08÷\$41)-1).</p>							
2	<b>Non-Buildable Parcel</b> 224 Glenview Road Glenview, IL 05-31-304-028	01/2018 1803042018 Special Warranty Deed	<u>2,500 SF</u> 25 feet	Single Family R-5	None	\$27,000 ≈ 70%	\$10.80
<p>Non-buildable parcel (25' x 100') due to restrictive size purchased by an adjacent single-family owner at 200 Glenview Road for extra yard. The parcel was already landscaped. The original asking price was \$29,500 in November 2017. The seller acquired the property from a tax sale. The buyer paid prorated taxes, survey and title report, which are typically provided by the seller. Existing homes in this immediate market area are priced in the range of \$325,000 and new homes priced over \$1 million. Buildable single-family lots (typically quarter acre in size) are priced in the range of \$35/SF in this market. The indicated discount on this sale associated with its limited market is estimated to be ≈ 70%.</p>							
3	<b>Non-Buildable Parcel</b> 21762 N. Montgomery Rd. P.O. Deerfield, IL 16-30-201-008	Closed date was 12/2016 per doc. 7359634; contract date was 11-2014. Warranty Deed	<u>26,897 SF</u> 140 feet	Single Family R-1	75% flood hazard and 100% Cook County Wetland	\$30,000 ≈ 80%	\$1.12
<p>Property sold as a non-buildable parcel due to flood hazard and wetland, located in unincorporated Cook County with a Deerfield post office address. Well and septic is required. The property is divided by a branch of the Chicago River and it backs to I-294. The parcel was originally marketed for sale in May 2013 with an asking price of \$150,000, reduced to \$99,000 in May 2014, before selling for \$30,000. The seller inherited the property. The buyer was a speculator, prospecting on completing flood hazard and wetland mitigation in order to make the lot buildable. The property was sold on contract for deed with \$10,000 down and \$10,000 per year for the remainder of the sale price, with the option to terminate the final two payments depending upon buyer's due diligence regarding the potential of the parcel. A FEMA map amendment was filed in May 2016. The sale was recorded in December 2016 with a sale price indicated to be \$30,000. The parcel is still vacant. The property is located in an area of existing homes priced in the range of \$500,000, new homes priced over \$1,000,000, and half-acre buildable lots not backing to I-294 priced in range \$200,000 (≈ \$10/SF.) The sale price of Data 3 compared to the original asking price reflects a discount of ≈ 80%.</p>							
4	<b>Non-Buildable Parcel</b> Adj. to 320 Springside Ln Buffalo Grove, IL 15-32-306-002	09/2023 7998670 Special Warranty Deed	<u>16,936 SF</u> No street frontage	Single Family	None	\$22,000 ≈ 90%	\$1.30
<p>This property is landlocked and improved with yard, in-ground pool and storage building. It was purchased for assemblage with adjacent single-family property at 320 Springs Road, which sold for \$405,000 in September 2023. The property was marketed for sale in the MRED MLS for 57 days with an asking price of \$49,900. Buildable lots in this area are priced in the range of \$200,000. The sale price of Data 4 compared to the buildable lots in this market is estimated to be ≈ 90%.</p>							

## DETAILS OF SALES &amp; LISTING DATA, CONTINUED

Data No.	Property Type Address Tax number	Sale Date Document #	Approx. Land SF Frontage feet	Zoning	Flood or wetland	Sale Price Discount	Sale Price Per Sq. Ft.
5	<b>Non-Buildable Parcel</b> Adj. to 100 E. North Avenue Lake Bluff, IL 12-21-107-052	02/2020 7634298 2011 sale Quit Claim Deed	<u>699 SF</u> 1.7 feet	Single Family R-4	None	\$5,000 ≈ 80%	\$7.15
	Non-buildable parcel due to restrictive size purchased by an adjacent single-family owner at 100 E. North Avenue with land of 67' x 125' for additional side yard and conformance to maximum lot coverage for construction of a larger patio. The parcel was already landscaped and it was encumbered with a public sidewalk. The property was sold by the Village of Lake Bluff. The sale was recorded in February 2020, but the sale price was determined and approved in 2011 according to the Village of Lake Bluff administrator. Existing homes in this immediate market area are priced in the range of \$600,000 and new homes over \$1 million. A vacant 75' x 125' site at 335 E. North Avenue sold in October 2012 for \$350,000, or \$37/SF. The indicated discount on this non-buildable Data 5 with its limited market is estimated to be ≈ 80%.						
6	<b>Non-Buildable Parcel</b> 2800 Techy Road Northbrook, IL 04-17-421-012	06/2023 2317357105 Warranty Deed	<u>30,579 SF</u> 200 feet	Single Family R-4	None	\$14,000 ≈ 96%	\$0.46
	Non-buildable Outlot A of the Woodmere single-family subdivision designated for stormwater detention serving 23 homes in the Woodmere subdivision in accordance with the agreement recorded as document number 86487429. The parcel has landscaping, fencing, and stormwater detention basin. The property was available for sale for \$25,000 in November 2019, down from an original asking price of \$199,000 in February 2019. The listing was active in January 31, 2023 with an asking price of \$16,000 or \$0.52/SF. Existing homes in Woodmere were typically priced in the range of \$750,000 in 2020, with lot sizes typically containing one-third acre. This property sold for \$14,000 in June 2023 or \$0.46/SF by GT Alternatives LLC to a person who is not an adjacent owner. Existing homes in Woodmere are typically priced in the range of \$750,000 with lot sizes typically containing one-third acre. A buildable single-family lot at 2825 Walters, Northbrook sold in July 2017 for \$330,000 or \$11/SF. The indicated discount on this non-buildable offering with its limited market is estimated to be ≈ 96%.						
7	<b>Non-Buildable Parcel</b> Next to 268 Graceland Ave. Des Plaines, IL 09-17-206-041	10/2023 Not recorded yet	<u>3,951 SF</u> 135 feet	Townhouse R-3	100% in AE Flood Hazard	\$6,000 ≈ 92%	\$1.52
	This was marketed as a non-buildable parcel. The property was purchased at a tax sale and subsequently marketed for sale in the MRED MLS with asking price of \$17,900. The property is located in an AE 100-year flood hazard. It was partly improved with a private street. Its highest and best use is for assemblage with adjacent property for yard space. The R-3 zoned lot of 6,000 SF at 368 Graceland is on the market for \$19.83/SF. The discount on this non-buildable parcel with its limited market and use is estimated to be ≈ 92%.						
8	<b>Non-Buildable Parcel</b> 205 Royal Ct. Prospect Heights, IL 03-21-140-047	06/2023 2315845078 Warranty Deed	<u>24,568 SF</u> 55 feet	Single Family R-1	None	\$5,500 ≈ 97%	\$0.22
	Non-buildable Outlot A of the Lancaster single-family subdivision designated as open space, improved with a shallow stormwater management basin serving several homes in the subdivision, reported to be not buildable according to the Village of Prospect Heights. The parcel has landscaping and lawn area. The seller, GT Alternatives, LLC, acquired the property at a tax sale. The property was then marketed in the MRED MLS, originally for \$140,000 as a buildable site, and then gradually reduced to \$9,000 reflecting restrictive market and use. Existing homes in Lancaster subdivision are priced in the range of \$500,000 with lot sizes typically containing one-half acre. The seller reported that buildable lots in the market area are priced in the range of \$150,000. The indicated discount on this non-buildable parcel with its limited market and use is estimated to be ≈ 97%. It sold not to an adjacent owner but speculator on a future use.						

## DETAILS OF SALES DATA, CONTINUED

Data No.	Property Type Address Tax number	Sale Date Document #	Approx. Land SF Frontage feet	Zoning	Flood or wetland	Sale Price Discount	Sale Price Per Sq. Ft.
9	<b>Non-Buildable Parcel</b> Adj. To 427 S. Garfield Tr. Lombard, IL 06-08-307-016	July 2015 R2015-083773 Trustee deed	<u>29,375 SF</u> No street frontage	Single Family R-2	None	\$10,000 ≈ 93%	\$0.34
	Non-buildable and landlocked site purchased by adjacent owner at 427 S. Garfield Terrace for yard space and construction of a shed. The site was already graded and has several trees. The property sold through the MRED MLS. The property is located in single-family area with existing homes priced in the range of \$250,000 to \$600,000 depending upon age and size. A similar-sized buildable parcel located at 421 S. Martha Street in Lombard was assessed in 2015 with land value of \$140,000, or \$4.77. Based on assessed values for similar-sized buildable sites in this market, the indicated discount on this non-buildable parcel with its limited market and use is estimated to be ≈ 93%.						
10	<b>Non-Buildable Parcel</b> Next to 1033 Wade Street Highland Park, IL 16-25-309-002	May 1989 2796326 Warranty deed	<u>2,021 SF</u> 15 feet	Single Family R-5	None	\$2,711 ≈ 90%	\$1.34
	Non-buildable parcel sold by Lake County to Mr. and Mrs. Ross who owned the adjacent residential property for purposes of assemblage and new house construction. The parcel has 800 SF (40%) in a ravine/Steep Slope Zone. The adjacent site at 1033 Wade Street had 16,980 SF, of which 50% of the site is in a ravine/Steep Slope Zone. The assembled site of 19,001 SF was improved with an older residence. The property sold, as assembled, for \$300,000 (\$15.78/SF) in July 1997 and then in 1999 the existing residence was razed and the land improved with a new single-family residence containing 4,740 SF plus basement of 2,336 SF, which then sold in April 2013 for \$1,225,000 and then for \$1,025,000 in July 2019 (reflecting declining market in the interim). The average home sale price in Highland Park was \$222,000 in 1988-1989, compared to \$323,000 in 1997-1998, and \$544,000 in 2019-2020. The sale price of Data 7, adjusting for housing market conditions, is estimated to reflect a discount of ≈ 90% from the price for a buildable lot in this location in 1989.						
11	<b>Non-Buildable Parcel</b> Next to 207 Woodland Rd. Highland Park, IL No tax number	April 2021 7807113 Warranty deed	<u>6,221 SF</u> 33 feet	Single Family R-5	None	\$15,000 ≈ 80%	\$2.41
	The property consists of a section of dedicated right-of-way of Woodland Road (adjacent to the single-family residential property located at 207 Woodland Road, Des Plaines, IL) containing net land area of 6,225 SF. The subject property is improved with an existing driveway and landscaping associated with 207 Woodland Road, and the subject property is encumbered with utility easements. The subject property is non-buildable as a standalone property due to its restrictive size. The subject property was vacated by the City of Highland Park assembled with the adjacent property at 207 Woodland Road. Approximately 33% of the subject property is in a ravine/Steep Slope Zone. The property at 207 Woodland has land area of 22,971 SF. The property was assembled with 207 Woodland Road for purposes of continued use as yard area and driveway. Finished lots in the range of 30,000 SF located in this market area were estimated to be priced in the range of \$11.50/SF, indicating a discount of ≈ 80% from the price for a buildable lot in this location. Recording information was not available. The sale price and information was verified with the purchaser.						
12	<b>Non-Buildable Parcel</b> To rear of 2202-2206 Chestnut St. Northbrook, IL No tax number	12/2022 Per Ord. 22	<u>1,200 SF</u> 10 feet	Single Family R-5	None	\$4,800 ≈ 91%	\$4.00
	The property consists of a section of dedicated unimproved alley 10' x 120' adjacent to 2202 and 2206 Chestnut Street with 10 feet of frontage on Greenbrier Lane purchased by the adjacent owner to accommodate a larger home addition. The lot containing 7,500 SF at 2215 Chestnut was purchased in February 2014 for \$350,000 and the old house was subsequently razed. The property was vacated by the Village of Northbrook with retention of rights to use the land for utilities after assemblage per ordinance 22. The sale price was based on an independent appraisal. Buildable single-family lots in this market area are priced in the range of \$45/SF.						

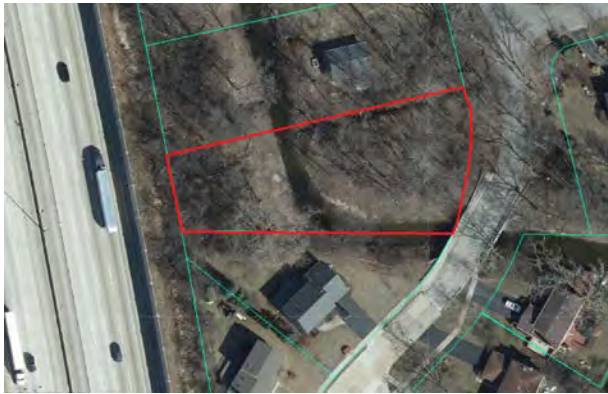
OVERVIEWS OF SALES & LISTING



DATA 1



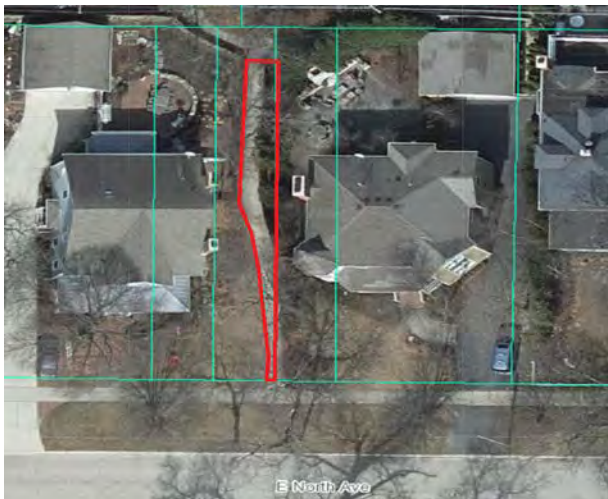
DATA 2



DATA 3



DATA 4



DATA 5



DATA 6

OVERVIEWS OF SALES, CONTINUED



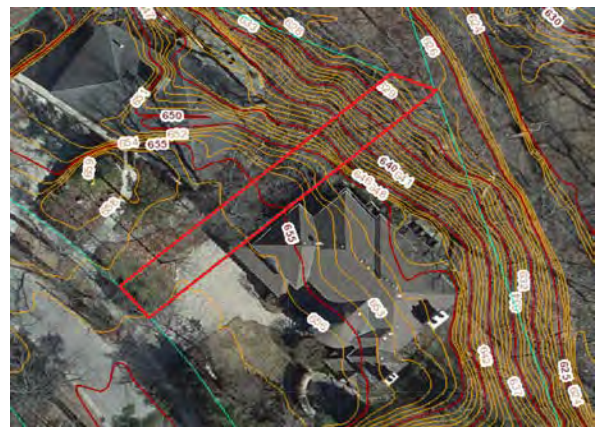
DATA 7



DATA 8



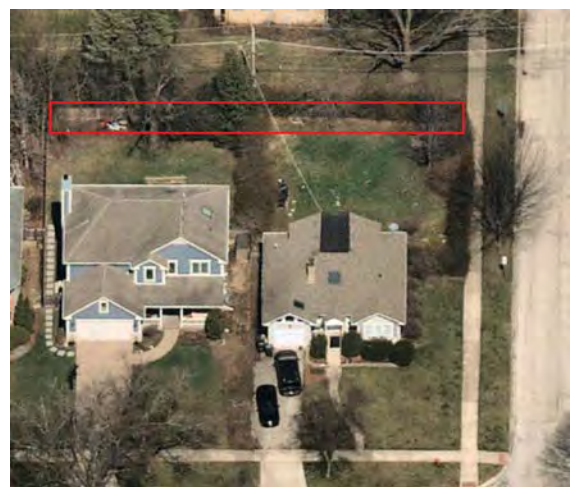
DATA 9



DATA 10



DATA 11



DATA 12

## **ANALYSIS AND ADJUSTMENT OF SALES DATA**

No two properties are equal and their prices vary due to differences in transactional factors (e.g., property rights, sale conditions and market conditions) and property factors (e.g., location and physical characteristics). Adjustments are made to the price of each comparable property for differences; the adjustment process is intended to make the comparable equal to the subject property as of the date of value. Adjustments are explained below.

### **Real Property Rights Conveyed**

Property rights refer to the interest being conveyed such as fee simple estate, leased fee estate, leasehold interest, or partial interest and also considers covenants, restrictions and easements.

Data 5, 6, 7 and 8 have restrictive easements, warranting upward adjustment compared to the property rights being appraised for the subject property.

### **Financing Terms**

An adjustment for financing is applied to a property that transfers with atypical financing such as a seller installment contract carrying a favorable interest rate or terms that inflated the purchase price. Conversely, interest rates at above-market levels can result in lower sale prices. Such atypical financing can cause the sale price to not be representative of market value, and in such cases require an adjustment.

Data 3 sold with seller financing and an option to terminate the remaining payments based on the buyer's due diligence regarding the potential of the sites for development, warranting downward adjustment.

No other adjustments are required for financing terms.

### **Conditions of Sale**

This adjustment relates to the particular motivation of the buyer or seller in which the sale price is not reflective of an arms-length transaction or particular motivations of the buyer or seller in which the price is not reflective of market value.

None of the sales is an REO or short sales.

All of the sales are non-buildable parcels purchased by an adjacent owner for assemblage or a speculative buyer.

All of the data reflect significant discounts reflecting their limited marketability and use.

No other adjustments are warranted for unusual sale conditions of the sale.

### **Market Conditions (Date of sale)**

The real estate market is not static. Prices for real estate normally change over time due to fluctuations in supply and demand. Changes in market conditions can be caused by periods of economic recession or expansion, availability of financing, change in tax laws, building cycles, and investor's perceptions of current and future market conditions. Adjustments are made to the comparable when prices have appreciated or depreciated

between the effective date of the appraisal and the sale date of a comparable. Adjustments are made for market conditions (dates of sale) compared to market conditions as of the effective date of value for the subject property. The adjustments for market conditions are estimated based on changes in home price levels in their respective markets.

### **Location**

Adjustments are made when the location of a comparable that are different from those of the subject property in terms of supply and demand, price levels, access to public transportation and expressways, traffic exposure, linkage to amenities and other location characteristics that affect value.

Adjustments are made for differences in location of the data compared to the location of the subject property.

### **Physical Characteristics & Other Adjustments**

Adjustments are considered for major physical differences between the subject property and the comparables in terms of 100-year flood hazard, wetland, ravine amenity, frontage, land size, site improvements and any extraordinary costs of assemblage and/or use.

### **VALUE INDICATIONS BY SALES COMPARISON APPROACH (METHOD ONE)**

The data range in price from \$0.22/SF to \$10.80/SF. The average price per square foot is \$3.23 and the median price per square foot is \$1.42/SF.

Based on analysis and adjustment to the sales, and considering the location, characteristics of the subject property and current market conditions, my opinion of value is **\$3,000** by the sales comparison approach, equating to **\$1.60/SF** of land area.



## DISCOUNT TO BUILDABLE LAND (METHOD TWO)

The sales and listing cited in the previous section have prices ranging from \$2,711 to \$30,000 and from \$0.22 to \$10.80 per square foot of land area. The data are non-buildable parcels that have restrictive uses and markets. The sale prices are estimated to have been discounted from 70% to 96%, and the median discount equates to 90% compared to prices of independently buildable single-family lots in their respective locations.

Prices for independently buildable lots in Des Plaines are summarized in the table below. The average price is \$111,738 and the average lot size is 9,532 SF. The prices range from \$7.77 to \$19.83 per square foot. Larger sites tend to sell for less per square foot than their smaller counterparts. The price range is also due to differences in market conditions, zoning, location, and frontage/lot width. Adjustments are made for differences compared to the subject property.

PRICES FOR BUILDABLE RESIDENTIAL LOTS LOTS IN DES PLAINES

Sale #	Address	Sale Date	Sale Price	Demo needed	Lot Size (SF)	Flood		Zoning	Frontage	\$/SF
						Hazard				
1	2101 Douglas Ave	Sep-22	\$125,000	None	10,065	None		R-1	66'	\$12.42
2	1055 Walter Ave	Nov-22	\$65,000	none	7,100	None		R-1	50'	\$9.15
3	1356 E. Lincoln Ave	Nov-21	\$90,000	none	11,580	None		R-1	60'	\$7.77
4	2268 Douglas St.	Jun-21	\$125,000	None	9,999	None		R-1	65'	\$12.50
5	2169 Elmira Ave.	Jul-20	\$110,000	None	10,934	None		R-1	71'	\$10.06
6	1754 Pratt St.	Apr-19	\$110,000	None	9,000	None		R-1	50'	\$12.22
7	1352 E. Lincoln Ave.	<b>Asking</b>	\$149,900	None	11,580	None		R-1	60'	\$12.94
8	368 Graceland Ave.	<b>Asking</b>	\$119,000	None	6,000	None		R-3	48'	\$19.83

Smaller sites tend to sell for higher price per square foot compared to their larger counterparts due to greater demand for smaller sites. Based on the cite data, and considering the location and features of the subject property, my opinion of value as if buildable independently is \$11/SF for the subject property.

Based on price discounts estimated from non-buildable single-family lots previously presented, the limited-market discount applicable to the subject property and market area is estimated to be 85% indicating a market value of \$3,100 for the subject property by this methodology (1,875 SF x \$11/SF x 15%).

## RECONCILIATION OF MARKET VALUE

The range of indicated value by the presented two methodologies is \$3,000 to \$3,100. Both methods are considered in the final reconciliation. Based upon my investigation, analyses and experience, my opinion of market value for the subject property is as follows.

### MARKET VALUE CONCLUSION

Premise	Estate	Effective Date	Value
Market Value	Fee Simple	October 16, 2023	\$3,000

The value conclusion is subject to the general assumptions and limiting conditions contained in the attached report. The value conclusion is also subject to the following extraordinary assumptions and hypothetical conditions that may affect the assignment result.

1. Refer to any statements contained in the letter of transmittal of this report.

## EXPOSURE TIME

Appraisal standards require the appraiser to form an opinion of the exposure time applicable to the conclusion of market value for subject property.

Exposure time, is defined by USPAP, is “an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal”. Exposure time is presumed to take place prior to the effective date of value.

Properties of the subject type have typically been purchased by an adjacent owner, or speculator. The sales of non-buildable sites presented in this report that were exposed to the market in MRED MLS sold typically within 18 months. My opinion of exposure time for the subject property at the concluded market value is up to 18 months.

**CERTIFICATION**

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions have been developed, and this report has been prepared, in compliance with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
8. Nicholas F. Solano has made a personal inspection of the property.
9. Nicholas F. Solano has performed no services as an appraiser or any other services regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
10. No one has provided significant real property appraisal assistance to the person signing this certification.
11. This appraisal is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this appraisal, Nicholas F. Solano, MAI, FRICS, has completed the requirements of the continuing education program for Designated Members of the Appraisal Institute.



Nicholas F. Solano, MAI, FRICS  
IL Certified General Real Estate Appraiser  
#553.000268, Exp. 09/30/2025

## GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is based on the following general assumptions and limiting conditions, except as otherwise noted in the report.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price of a comparable are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The conclusions stated in my appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
7. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
8. Unless otherwise agreed to in writing, I am not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
9. I have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
10. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and I have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in my appraisal.
11. I accept no responsibility for considerations requiring expertise in such fields, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
12. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in

- its entirety. No part of the appraisal report shall be utilized separately or out of context.
13. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the person signing the report.
  14. Information, estimates and opinions contained in the report, obtained from third-party sources are assumed to be reliable and have not been independently verified.
  15. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
  16. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
  17. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered, unless otherwise noted in the appraisal.
  18. The *Americans with Disabilities Act (ADA)* became effective January 26, 1992. I have not made a specific survey or analysis of any property to determine whether the physical aspects of the improvements meet the *ADA* accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, I cannot comment on compliance to *ADA*. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. A specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
  19. No studies have been provided to the appraiser indicating the presence or absence of hazardous materials on the subject property or in the improvements, and my valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the

- subject property. The appraiser does not guarantee that the subject property is free of defects or environmental problems.
20. The person signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. I am not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
  21. The appraisal report and value conclusion assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner, if applicable for proposed construction.
  22. It is expressly acknowledged that in any action which may be brought against the appraiser arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the appraiser shall not be responsible or liable for an incidental or consequential damages or losses.
  23. The use of the appraisal report by anyone other than the client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the client's use and benefit unless I provide my prior written consent. I expressly reserve the unrestricted right to withhold my consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and my identity), to any third parties. Stated again for clarification, unless my prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
  24. Any prospective value opinions presented in this report are estimates and forecasts, which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of my estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.
  25. The comments by the licensed real estate appraiser contained within this appraisal report on the condition of the property do not address "standards of practice" as defined in the Home Inspector License Act [225 ILCS 441] and 68 Ill. Adm. Code 1410 and are not to be considered a home inspection or home inspection report.

PHOTOGRAPHS



**CITY OF DES PLAINES**

**ORDINANCE M - 22 - 23**

**AN ORDINANCE VACATING A PORTION OF A  
PUBLIC ALLEY AT 1864 ILLINOIS STREET.**

**WHEREAS**, Dinara Robles and Pekin Bayramli (collectively, the “*Owners*”) are the owners of the 6,313-square-foot parcel of real property commonly known as 1864 Illinois Street, Des Plaines, Illinois and assigned Property Identification Number of 09-29-223-014-0000 (“*Subject Property*”); and

**WHEREAS**, the Subject Property is located in the R-1 Single Family Residential District of the City (“*R-1 District*”); and

**WHEREAS**, the Subject Property is improved with a single family residence, detached garage, paved driveway surface, and paved walkway surfaces (“*Existing Development*”); and

**WHEREAS**, the Subject Property abuts a 1,863-square-foot, unimproved portion of a City-owned, dedicated alley (“*Vacation Parcel*”), which Vacation Parcel is depicted on the plat of vacation, titled “Plat of Right-Of-Way Vacation,” prepared by Doland Engineering, LLC, and dated July 11, 2023, attached to and made a part of this Ordinance as **Exhibit A** (“*Plat of Vacation*”); and

**WHEREAS**, the Owner has filed an application with City for the vacation of the Vacation Parcel; and

**WHEREAS**, upon its vacation, the Vacation Parcel will become part of the Subject Property; and

**WHEREAS**, the City has determined the value of the Vacation Parcel to be \$3,000.00; and

**WHEREAS**, the City has the power to vacate the Vacation Parcel pursuant to Section 8-1-9 of the City Code of the City of Des Plaines, as amended (“*City Code*”), and Section 11-91-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-91-1 *et seq.*; and

**WHEREAS**, the City has determined that the public interest will be served by vacating the Vacation Parcel, subject to the terms and conditions set forth in this Ordinance; and

**WHEREAS**, the City Council has further determined that, upon the effective date of the vacation of the Vacation Parcel, title and sole responsibility of upkeep and maintenance shall vest in the then-owner of the Subject Property; and

**WHEREAS**, the City Council finds that the vacation of portions of the Rights-of-Way will not inhibit any currently existing street access for any parcel or tract dependent on the Rights-of-Way as its sole means of access; and



**WHEREAS**, the City Council has determined that the vacation of the Vacation Parcel in accordance with this Ordinance will serve and be in the best interest of the City and the public;

**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 this Ordinance.

**SECTION 2: JURISDICTION.** The City Council does hereby certify that the Subject Property and the Vacation Parcel are located entirely within the corporate limits of the City of Des Plaines and are subject to the jurisdiction of the City of Des Plaines.

**SECTION 3: VACATION.** Subject to the conditions set forth in this Ordinance, and pursuant to Section 8-1-9 of the City Code and Section 11-91-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-91-1 *et seq.*, the (i) Plat of Vacation; and (ii) vacation of the Vacation Parcel as depicted on the Plat of Vacation are hereby approved, subject to and contingent upon the following condition: the Plat of Vacation must be revised include the legal description of the Vacation Parcel.

**SECTION 4: OWNERSHIP AND ZONING.** Upon the recordation of this Ordinance and the Plat of Vacation, as provided in this Ordinance, the vacated Vacation Parcel is to be incorporated into and made a part of the Subject Property, and title will vest with the then-owner of the Subject Property. Following recordation of this Ordinance and the Plat of Vacation, will be and remain a part of the Subject Property in the R-1 District, unless and until a plat of subdivision is approved by the City in accordance with all applicable state and local statutes, ordinances, and regulations.

**SECTION 5. COMPENSATION.** The approval of the vacation as provided in Section 3 of this Ordinance is subject to and contingent upon payment by the Owners to the City of the fair market value of the Vacation Parcel in the amount of \$3,000.00 (“*Compensation*”).

**SECTION 6: RECORDATION.** The City Manager is hereby directed to cause a certified copy of this Ordinance and the Plat of Vacation to be recorded with the office of the Cook County Clerk only after receipt of the Compensation from the Owner.

**SECTION 7: MAINTENANCE OF THE VACATED RIGHT-OF-WAY.** After the recordation of this Ordinance and the Plat of Vacation, the City will have no obligation to maintain or perform improvements on the vacated Right-of-Way.

**SECTION 8: EFFECTIVE DATE.** This Ordinance shall be in full force and effect only upon, and not before the occurrence of the following events:

- A. Passage and approval by a 3/4 majority and publication in the manner provided by law;
- B. Receipt by the City of the Compensation from the Owner and the satisfaction of the condition set forth in Section 3 of this Ordinance; and
- C. Recordation of this Ordinance and the Plat of Vacation with the office of the Cook County Clerk.

[SIGNATURE PAGE FOLLOWS]

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

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

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

# PLAT OF RIGHT-OF-WAY VACATION

ALL OF THE 15' PUBLIC ALLEY LYING SOUTH OF AND ADJACENT TO THE FOLLOWING DESCRIBED PARCEL: LOTS 15 & 16 IN THE RESUBDIVISION OF LOTS 15 TO 34, INCLUSIVE, IN BLOCK 2 IN WHIPPLES ADDITION TO RIVERVIEW, A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number of Adjoining Properties

09-29-223-014  
09-29-223-021  
09-29-223-022  
09-29-223-028  
09-29-223-029

OWNER

Owner of the property shown and described hereon, hereby adopt this plat of vacation.

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STATE OF ILLINOIS)  
COUNTY OF COOK) SS

I, \_\_\_\_\_, A Notary Public in and for said county, in the state of aforesaid, Do hereby certify that \_\_\_\_\_, Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal.

This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

Signed \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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STATE OF ILLINOIS)  
COUNTY OF COOK) SS

I, Jason R. Doland, hereby certify that I have prepared the plat shown hereon and that it is correct; The iron pipes have 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 comprehensive plan, that the property is not within a special flood hazard area, as indicated by the Federal Emergency Management Agency on the most recent Flood Insurance Rate Map Panel 219 of 832, Community Panel No. 17031C0219J

Signed \_\_\_\_\_  
Illinois Professional Land Surveyor      Date \_\_\_\_\_

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STATE OF ILLINOIS)  
COUNTY OF COOK) SS

I, \_\_\_\_\_, A Notary Public in and for said county, in the state of aforesaid, Do hereby certify that \_\_\_\_\_, Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal.

This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

Signed \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

CITY OF DES PLAINES RIGHTS AND RESTRICTIONS:

The City of Des Plaines reserves the rights for current and/or future public utilities and drainage easement over across and upon the land for serving the subdivision and other property with electrical and communications services, gas, cable television, storm water drainage and sanitary sewers. Permanent easement rights are hereby reserved for:  
Commonwealth Edison Company  
and  
Ameritech  
and  
Northern Illinois Gas Company  
and  
Any Cable Communications Firm or Company Granted a Cable Communications Franchise by the Village of Palatine  
and  
The City of Des Plaines, Grantees.

MAYOR  
Approved by the Mayor and the City Council of the City of Des Plaines, Illinois.

This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

Signed \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
City Clerk

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DIRECTOR OF PUBLIC WORKS & ENGINEERING  
Approved by the Director of Public Works & Engineering of the City of Des Plaines, Illinois.

This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

Signed \_\_\_\_\_  
Director of Public Works and Engineering

Attest \_\_\_\_\_  
City Clerk



SCALE: 1" = 20'

Rev. NOVEMBER 21, 2023  
JULY 11, 2023

DOLAND ENGINEERING, LLC.  
- CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING -  
334 EAST COLFAX STREET, SUITE C  
PALATINE, ILLINOIS 60067  
(847) 991-5088  
(847) 934-3427 FAX



CITY MANAGER'S OFFICE

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

MEMORANDUM

**Date:** November 15, 2023  
**To:** Mayor Goczkowski and Aldermen of the City Council  
**From:** Michael G. Bartholomew, City Manager *MB*  
**Subject:** Lobbyist Services with Raucci & Sullivan Strategies, LLC

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**Issue:** The City seeks continued representation in Springfield on important legislative matters. The FY 2024 Budget includes funding for professional services associated with retaining lobbyists to represent the City of Des Plaines in Springfield and before other State agencies.

**Analysis:** Raucci & Sullivan Strategies, LLC will provide lobbyist services for the City on important matters affecting Des Plaines and will advocate on behalf of the City before the General Assembly, the Governor's Office, and other State Departments and agencies.

**Recommendation:** I recommend that the City retain the services of Raucci & Sullivan Strategies, LLC for the period of January 1, 2024 through December 31, 2024 at a cost of \$5,000 per month.

Attachments: Resolution R-215-23  
Exhibit A – Letter of Intent & Contractual Agreement

**CITY OF DES PLAINES**

**RESOLUTION R - 215 - 23**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS PURSUANT TO A PROPOSAL FROM RAUCCI & SULLIVAN STRATEGIES, LLC FOR INTERGOVERNMENTAL AND LEGISLATIVE ADVOCACY SERVICES.**

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

**WHEREAS**, the City has appropriated funds for the procurement of advocacy services to promote and represent the City's interests to the Illinois General Assembly, office of the Illinois Governor, and other State of Illinois departments and agencies ("**Services**") during the 2024 fiscal year; and

**WHEREAS**, in accordance with Chapter 10 of Title 1 of the City of Des Plaines City Code and the City's purchasing policy, the City has determined that procurement of the Services does not require competitive bidding because the Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

**WHEREAS**, Raucci & Sullivan Strategies, LLC ("**Consultant**") submitted a proposal ("**Proposal**") to perform the Services over a twelve-month term in the amount of \$5,000.00 per month; and

**WHEREAS**, the City desires to retain Consultant to perform the Services at the price proposed; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to approve the Proposal and retain Consultant for a twelve-month term;

**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 PROPOSAL.** The City Council hereby approves the retention of the Consultant for the Services and approves the Proposal in substantially the form attached to this Resolution as **Exhibit A**.

**SECTION 3: AUTHORIZATION TO EXPEND FUNDS.** The City Council hereby authorizes the expenditure of \$5,000.00 per month for a twelve-month term for a total not-to-exceed amount of \$60,000 pursuant to the Proposal.

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

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

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

**VOTE:** AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
**MAYOR**

ATTEST:

Approved as to form:

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**Peter M. Friedman, General Counsel**

**RAUCCI & SULLIVAN STRATEGIES, LLC**  
**805 Sylviawood Ave.**  
**Park Ridge, IL 60068**

**DAVE SULLIVAN**  
**President**  
**(847) 738-7341**  
**davesullivan6891@yahoo.com**

November 12, 2023

Via Email

Mayor Andrew Goczkowski  
City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016

Dear Mayor Goczkowski:

We look forward to the opportunity to continue to work with the City of Des Plaines. Please consider this our proposal for Raucci & Sullivan Strategies, LLC to provide governmental representation to Des Plaines from January 1, 2024 through December 31, 2024.

We will provide representation on matters of importance to Des Plaines specifically related to the needs of the City as it relates to interactions with State Leaders and Policy Makers. These matters will include but not be limited to Performance of our responsibilities will involve working with the appropriate members of the Governor's staff, Legislators, Agencies and other interested parties in order to accomplish your objectives. We will strategize with you as to how best work with other interested parties regarding your project.

It is contemplated that the proper performance of our representation would involve regular telephonic and electronic communication. We are available to Des Plaines on a 24/7 basis.

We will comply with all laws concerning our representation, including registration under the Illinois Lobbyist Registration Act. We will also file the twice a month lobbyist activity reports that the law requires.



**RAUCCI & SULLIVAN STRATEGIES, LLC**

Des Plaines  
November 12, 2023  
Page Two

The term of this contract will be from January 1, 2024 to December 31, 2024. The fee for the contract is Five Thousand (\$5,000.00) Dollars per month payable upon monthly invoicing for a total of \$60,000. This agreement may be canceled by either party with 30 days notice.

If this proposal is agreeable to Des Plaines, please sign a duplicate copy of this letter and return to me.

If you should have any questions, please do not hesitate to contact me.

We look forward to working with you!

Best regards,



Dave Sullivan  
President

SIGNED:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

For: Des Plaines


DATE: \_\_\_\_\_, 2023



POLICE DEPARTMENT

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

MEMORANDUM

Date: November 13, 2023  
 To: Michael G. Bartholomew, City Manager  
 From: David W. Anderson, Chief of Police   
 Subject: Extended Contract with Police Law

**Issue:** The Des Plaines Police Department is required by state law (50 ILCS 705/7) to participate in training courses certified through the Illinois Law Enforcement Training & Standards Board (ILETSB). Those courses are in the following areas: Constitutional and Proper Use of Law Enforcement Authority, Procedural Justice, Civil Rights, Human Rights, Mental Health Awareness and Response, Cultural Competency, Sexual Assault and Sexual Abuse Response and Reporting, as well as Domestic Violence.

Since January 1, 2017, the city has used the Police Law Institute online program to provide this training. As of this date, the Police Law Institute is the sole source provider for the ILETSB Certified training courses. Our agreement with the Police Law Institute for FY2021 – FY2023 was at a cost of \$95.00 per officer. The Des Plaines Police Dept registered 118 accounts from 2021-2023 to cover Full-Time and Auxiliary Police Officers for a total cost of \$11,210 per year. Police Law Institute continues to be the sole provider of the mandated training mentioned above. They have decided to raise their fee per officer to \$135.00. They did present the police department with an offer to maintain the previous price per officer if the City of Des Plaines entered into a 3-year agreement with them to provide training.

**Analysis:** Since the signing of the 2021 contract, we have eliminated the Auxiliary program, thus bringing the number of officers to 99. Police Law Institute’s actual FY2024 cost is \$135.00 per officer. With 99 officers the yearly cost would be \$13,365.00. If the City of Des Plaines enters into another 3-year agreement with Police Law Institute the FY2024- FY2027 price will be \$95.00 per officer. With 99 officers the yearly cost will be \$9,405.00. This would represent a savings of \$3,960.00 per year.

**Recommendation:** The department will be required to continue meeting mandated statutory training requirements by the State of Illinois. Police Law Institute has been a successful program for the last 4 years and I recommend extending the agreement with Police Law Institute for an additional 3 years. This program would be funded by the Support Services, Training Budget GL:100-60-630-0000.5325.

**Attachments:**

Attachment 1- Contract with Police Law Institute  
 Resolution R-217-23

**POLICE LAW INSTITUTE, INC.**  
PO Box 49  
North Liberty, Iowa 52317-0049  
Telephone (800) 554-5358

**MONTHLY LEGAL UPDATE & REVIEW™  
SERVICE AND LICENSE AGREEMENT**

This Agreement governs your use and access to the MONTHLY LEGAL UPDATE & REVIEW™ Lessons and Examinations; the related documentation, publications, bulletins, reports and content; and all related components and tools (collectively, the “Package”) via the Internet. Your use of any portion of the Package is deemed acceptance of the terms and conditions herein. If you do not accept these terms and conditions do not access or use any portion of the Package.

**I. LICENSE AND TERMS OF USE.**

On the terms and subject to the conditions specified in this Agreement, Police Law Institute, Inc. (“PLI”) grants to User the nonexclusive right to use in accordance with this Agreement the information, content and tools accessed via the Police Law Institute’s web sites and available through the Package provided online. Only an individual or entity to whom PLI has assigned a USER ID and password (“User”) may access the Package. In no event may User offer the use of any portion of the Package as a part of a service bureau, time-sharing, or other similar arrangement. The Package is provided to the User for the personal use of the User and not for re-sale. Content may be used only for the purpose of User’s internal affairs and solely for administering training to law enforcement officers at User’s location authorized by PLI. User shall not repackage, redistribute or otherwise use any portion of the Package other than as specified above. All subsequent Package releases, updates, renewals and revisions available online will be governed under and subject to the same provisions as set forth in this Agreement.

**II. PROPRIETARY RIGHTS OF PLI.**

The User agrees that all portions of the Package (including, without limitation, the trade secrets, trademarks, copyrighted materials, files, confidential information, programs, documentation, records and instructions) are proprietary to PLI, and all right, title and interest therein shall remain the property of PLI. Without limiting the generality of the foregoing, all applicable rights and interests in copyrights, trademarks, trade names and trade secrets associated with or included in the Package shall remain the property of PLI. The User further agrees that PLI’s trade secrets in the Package include the specific design and structure of the application and its interaction with the lessons and unique design techniques utilized for licensing authorization, data entry, file processing, report generation, and the like. The sole exclusion from PLI’s trade secrets is the lessons and reports which are also the property of PLI and are protected by copyright law. The User acknowledges the value of PLI’s proprietary rights set forth above in this Article II and the irreparable injury that would result from violation of the provisions of this Article. Accordingly, the User agrees that, in addition to all other rights and remedies, PLI shall be entitled to injunctive or other equitable relief to prevent the threatened or further actual breach of this Article II.

**III. PLI RESPONSIBILITY – SUPPORT SERVICES.**

PLI will furnish the User with PLI’s support services during the term of this Agreement and provided that User’s payments for fees and expenses due PLI are not past due, as determined in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505 *et seq.* PLI’s support services will consist of the following:

- 1) responding to the User's inquiries concerning use of the Package;
- 2) providing a minimum of twelve (12) officer training lessons and examinations each year at appropriate intervals via computer software and written summaries;
- 3) grading of officers' examinations based upon the assurance of the User that the named officers entered the answers to the lesson's questions; and
- 4) certification of the named officers upon their successful completion of each lesson.

Support services provided herein will be rendered in good faith and governed by PLI's procedures as revised from time to time. A description of the procedures will be provided to the User upon request. User agrees that neither PLI nor its personnel warrant the above support services, nor accept any risks or liability for such services.

#### IV. USER RESPONSIBILITY.

The User agrees as follows:

- 1) The User agrees to protect and secure the trade secrets defined herein and not to disclose, provide, or otherwise make available any of the Package materials licensed hereunder in any form to any person except, during the term of this Agreement, to the User's officers for training.
- 2) The User acknowledges that PLI claims that the Package is exempt from disclosure pursuant to 5 ILCS 140, the Freedom of Information Act (the "Act"), and the User will notify PLI within a reasonable timeframe of any claim for inspection under the Act. The User will not allow disclosure of any part of the Package to anyone making a claim under the Act unless authorized by PLI, or a court of competent jurisdiction, or in acting in good faith upon advice of the User's legal counsel that such disclosure is required. PLI shall have the right to respond to anyone making a claim and to defend its legal claims to nondisclosure.
- 3) The User will take appropriate action by instruction, agreement or otherwise with officers, officials, employees, agents and the like in order to satisfy the obligations herein with respect to use, copying, modification, disclosure and security of the Package. The User will notify PLI immediately upon learning of any unauthorized disclosure, knowledge, use or possession of the Package.
- 4) The User agrees not to modify, duplicate, remove labels or notices, reverse engineer, reproduce, manufacture or copy the Package or components thereof, in whole or in part, and to protect and secure the trade secrets defined herein.
- 5) The User agrees not to rent, assign, license, sublease or otherwise transfer the Package or any proprietary rights therein. Likewise, the User will not provide any third parties with copies of the Package or components thereof directly or indirectly through any other medium or telecommunication processes.
- 6) The User agrees to access the Package only on the User-designated computers and to maintain it in good working order, including the timely installation of required hardware

updates. The User agrees to obtain, install and maintain the minimum software requirements recommended from time to time by PLI in order to accommodate the Package.

- 7) The User agrees to supervise the officers as they study the lessons and answer the questions to the examinations and to make and retain adequate records of their use of the MONTHLY LEGAL UPDATE & REVIEW™ Lessons and Examinations.
- 8) The User agrees to provide reasonable cooperation and assistance to PLI in executing its duties hereunder, including familiarization with reference materials, and timely completion of lessons and examinations for grading.
- 9) The User agrees that under no circumstances is the Package intended to constitute legal advice, and where any need for legal advice should arise the User will consult its own appropriate legal counsel.

#### V. USER'S ACCEPTANCE OF AGREEMENT.

This Agreement shall be deemed accepted by the User upon the first to occur of any of the following by an officer, agent or employee of the User: 1) signing this Agreement; or 2) accessing any portion of the Package via the Internet.

#### VI. FEES AND EXPENSES.

The User agrees to pay the fees quoted or invoiced by PLI from time to time for each year under this three-year Agreement ("Annual Fee"). The initial Annual Fee for the initial one-year of this Agreement is due in full upon acceptance of this Agreement by User. Each subsequent Annual Fee is due on or prior to the commencement of the annual period to which such fee relates. PLI shall invoice User for the fees applicable to an Annual Period at least 60 days prior to the commencement of such Annual Period.

#### VII. DURATION OF AGREEMENT.

Subject to the terms and conditions herein, this Agreement shall be for a term of three years from the date of acceptance set forth above and shall renew for subsequent three-year periods upon mutual agreement of the parties. Either party may terminate the agreement by sending notice of such termination to the other party at least 15 days prior to the commencement of any subsequent three-year period. A notice of nonrenewal shall terminate this Agreement. PLI reserves the right to increase its fees or modify its fee structure from time to time at PLI's discretion, provided however, User will have an additional right to terminate this Agreement within thirty days of receipt of notice to increase fees or modify fee structure if such increase occurs outside of any renewal period. All unpaid fees and expenses hereunder with respect to any period or partial period ending on or prior to the termination of this Agreement shall be due and owing from User to PLI upon termination of this Agreement. In addition to the above, in the event that either party violates any of the terms and conditions of this Agreement, either party may terminate this Agreement by written notice to the other party. In the event of any termination under this Article VII, all remaining portions of this Agreement regarding proprietary rights, nondisclosure and non-copying of all components of the Package (including, without limitation, Article IV) shall remain in effect indefinitely. PLI's right to terminate the License in the manner set forth in this Article VII shall be in addition to, and not in lieu of, all other rights and remedies available to PLI at law or in equity.

#### VIII. DISCLAIMER AND NO WARRANTY.

**PLI MAKES NO REPRESENTATION OR WARRANTY, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE**

**PACKAGE OR ANY OF THE SUPPORT SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**PLI SHALL HAVE NO LIABILITY WHATSOEVER TO USER FOR SPECIAL, COLLATERAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, FROM ANY CAUSE ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF REVENUE OR PROFITS, LOSS OF USE, LOSS OF DATA OR INTERRUPTION OF BUSINESS.**

Without limiting the foregoing, the User further agrees that PLI's liability for damages, regardless of the form of action, shall not in any event exceed the amount of actual current yearly charges paid by the User for the Package.

**IX. FORCE MAJEURE.**

Performance of PLI hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostilities, the elements, fire, explosion, power failure, telecommunications failure, industrial or labor dispute, inability to obtain supplies and the like, or breakdown of equipment or any other causes beyond PLI's control.

**X. GENERAL.**

If the scope of any of the provisions of this Agreement is held to be illegal, unenforceable, in conflict with any law governing this Agreement, or too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law. The parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provision shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to law. This Agreement constitutes the full and complete understanding of the parties hereto and supersedes any prior understandings, advertisements, brochures, representations and oral or written agreements between the parties regarding the subject matter of this Agreement. This Agreement may not be waived, altered, or modified unless in writing and signed by the parties hereto, except that PLI reserves the right, at any time, to change the terms of this Agreement by publishing notice of such changes on its website. Any use of the any portion of the Package or PLI's support services by User after PLI's publication of any such changes shall constitute your acceptance of this Agreement as modified. This Agreement and any license hereunder are not assignable in whole or in part by the User, without the prior written consent of PLI. This Agreement is assignable by PLI and is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. This Agreement shall be governed by and construed under the laws of the State of Illinois (without reference to choice of law principles). In the event of any litigation the parties agree to prevent any unprotected discovery or unwarranted disclosure of the trade secrets referred to herein. The parties agree that any lawsuits arising from or relating to this Agreement shall be filed in the state or federal courts in Cook County, Illinois, and that jurisdiction shall be exclusively in Cook County, Illinois. The User consents to jurisdiction of said courts, and waive any objections thereto. In the event any litigation arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation shall be entitled to recover from the other party or parties all reasonable attorney's fees, expenses, and suit costs, including those associated with any appellate or post-judgment collection proceedings. The parties' rights under this Agreement shall be cumulative and any failure on the part of either party to act promptly or exercise any rights provided herein shall not operate as a waiver or forfeiture of its rights. Notices required or given under this Agreement shall be in writing and sent by prepaid certified mail, return receipt requested, courier or facsimile, or may be hand delivered to the respective party at its address

set forth on the original invoice for fees pursuant to this Agreement. Notices will be effective on the date received. Notices sent by certified mail, courier or hand delivery will be deemed received on the date of delivery; notices sent by facsimile will be deemed received on the date transmitted. The address to which notices shall be mailed may be changed from time to time by a notice served as provided above.

“PLI”:

POLICE LAW INSTITUTE, INC.

By:  \_\_\_\_\_

Name: David Oliver  
Title: Executive Director  
Address: PO Box 49, North Liberty, IA 52317-0049  
Phone: (800) 554-5358  
Fax: (319) 665-2867

“AGENCY”:

The City of Des Plaines

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF DES PLAINES**

**RESOLUTION R - 217 - 23**

**A RESOLUTION APPROVING AN AGREEMENT WITH POLICE LAW INSTITUTE, INC. FOR POLICE DEPARTMENT TRAINING.**

**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**, State law requires that the City of Des Plaines Police Department ("**Department**") participate in certain training courses ("**Training**") certified through the Illinois Law Enforcement Training and Standards Board ("**ILET SB**"); and

**WHEREAS**, the Police Law Institute, Inc. ("**PLI**") provides an online Training program that is approved by ILET SB; and

**WHEREAS**, the City has a positive existing relationship with PLI, PLI having satisfactorily provided the Training for the Department in the past; and

**WHEREAS**, the City desires to enter into a three-year agreement with PLI for the procurement of the Training in the not-to-exceed amount of \$9,405.00 per year, for a total agreement price of \$28,215.00 ("**Agreement**"), all subject to the appropriation of sufficient funds for the Training by the City Council in future fiscal years; and

**WHEREAS**, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City purchasing policy, City staff has determined that the procurement of the Training does not require competitive bidding because PLI is the sole-provider of ILET SB approved Training; and

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

**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 the total not-to-exceed amount of \$28,215.00, in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.



**SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least one executed copy of the Agreement from PLI; provided, however, that if the City Clerk does not receive one executed copy of the Agreement from PLI within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the City Council, be null and void.

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

**PASSED** this \_\_\_\_ 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: November 21, 2023

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

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

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

Subject: FGM Architects, Inc. Task Order #8

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**Issue:** The 2024 approved budget includes funding for professional engineering services for the Des Plaines Library main roof replacement.

**Analysis:** The main roof over the Des Plaines Library located at 1501 Ellinwood has an 80,111 square foot ballasted EPDM roofing system which is in poor condition with replacement recommended. FGM Architects, Inc. has provided Task Order #8 in the amount of \$60,000 which includes design development, construction drawings/specifications, and contract administration services for the project.

**Recommendation:** We recommend approval of Task Order #8 to FGM Architects, Inc., 1211 West 22nd Street Suite 700, Oak Brook, Illinois, 60523 in the amount of \$60,000. The funding source will be Facilities Replacement Fund (430-00-000-0000.6000).

**Attachments:**

Resolution R-218-23

Exhibit A - FGM Architects, Inc. Task Order #8

**CITY OF DES PLAINES**

**RESOLUTION R - 218 - 23**

**A RESOLUTION APPROVING TASK ORDER NO. 8 WITH FGM ARCHITECTS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE REPLACEMENT OF THE MAIN ROOF AT THE DES PLAINES PUBLIC LIBRARY.**

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

**WHEREAS**, the City's 2024 Budget includes funding to replace the main roof at the Des Plaines Public Library; and

**WHEREAS**, the City desires to procure professional engineering services related to the replacement of the main roof at the Des Plaines Public Library, including design development, construction drawings and specifications, and contract administration services for the project ("*Engineering Services*"); and

**WHEREAS**, on December 19, 2022, the City Council approved Resolution R-214-22, which authorized the City to enter into a master contract ("*Master Contract*") with FGM Architects Inc. ("*Consultant*") to perform certain architectural services for the City as such services are needed over time; and

**WHEREAS**, in accordance with Section 1-10-14 of the City Code of the City of Des Plaines, City staff has determined that the procurement of the Engineering Services is not adapted to award by competitive bidding because the Engineering Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

**WHEREAS**, the City has a positive existing relationship with the Consultant, which has satisfactorily performed Engineering Services for the City in the past; and

**WHEREAS**, the City requested a proposal from Consultant to perform the Engineering Services; and

**WHEREAS**, Consultant submitted a proposal for the performance of the Engineering Services in the not-to-exceed amount of \$60,000; and

**WHEREAS**, the City desires to enter into Task Order No. 8 under the Master Contract with Consultant for the performance of Engineering Services in the total not-to-exceed amount of \$60,000 ("*Task Order No. 8*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 8 with Consultant;

**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 TASK ORDER NO. 8.** The City Council hereby approves Task Order No. 8 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 3: AUTHORIZATION TO EXECUTE TASK ORDER NO. 8.** The City Council hereby authorizes and directs the City Manager to execute, on behalf of the City, final Task Order No. 8.

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

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

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

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

\_\_\_\_\_  
**MAYOR**

ATTEST:

Approved as to form:

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**Peter M. Friedman, General Counsel**

**ATTACHMENT A**

**TASK ORDER 08**

In accordance with Section 1.2 of the Master Contract dated January 1, 2023 between the City of Des Plaines (the “City”) and FGM Architects (the “Consultant”), the Parties agree to the following Task Number 08:

**1. Contracted Services: Des Plaines Library Main Roof**

Replacement

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**2. Project Schedule (attach schedule if appropriate):**

The project is anticipated to begin January 2024.

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**3. Project Completion Date:**

All contracted services are anticipated to be completed within 3 months of services commencing.

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**4. Project Specific Pricing (if applicable):**

The total fee is \$60,000 per the attached proposal.

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**5. Additional Changes to the Master Contract (if applicable):**

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**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

**[signature page follows]**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

Andrew J. Jasek  
Signature  
Andrew J. Jasek, Executive Vice President  
Name (Printed or Typed)

Raymond K. Lee  
Signature  
Raymond K. Lee, Vice President  
Name (Printed or Typed)

\_\_\_\_\_, 20\_\_\_\_  
Date

November 6, 2023  
Date

If greater than, \$[2,500], the City Manager's signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$[25,000], then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

# FGMA ARCHITECTS

Proposal for

Architectural Services

for

**LIBRARY ROOF REPLACEMENT**

Des Plaines, Illinois

Submitted to:

**CITY OF DES PLAINES**

1420 Miner Street

Des Plaines, Illinois 60016

By:

**FGM ARCHITECTS INC.**

1211 West 22nd Street, Suite 700

Oak Brook, IL 60523

November 06, 2023

## 1.0 SCOPE OF PROJECT

We understand that the City of Des Plaines intends to replace the Library Roof located at 1501 Ellinwood Street.

The scope of services to be provided include architect services for the design and construction of a roof replacement. Upon review of Roof Condition Report prepared by Architectural Consulting Group, Ltd. The existing ballasted EPDM Roof has exceeded its lifespan and requires a replacement. The project was originally designed by Lohan Associates in 1999. The building is a 4-story structure covered by 2 areas of flat roof.

- 1.0.1 The City of Des Plaines, hereinafter referred to as the City or the Owner, intends to replace the existing Library Roof located at 1501 Ellinwood Street.
- 1.0.2 The project is anticipated to begin in January of 2024. It is anticipated that construction will begin in the Late Spring of 2024.
- 1.0.3 This project will not be a LEED Certified project.

## 2.0 SCOPE OF ARCHITECT'S SERVICES

FGM Architects Inc., hereinafter referred to as FGMA or Architect, shall provide the following professional Architectural services for the Project:

### 2.1 Schematic Design Phase

- 2.1.1 NOT USED

### 2.2 Design Development Phase

- 2.2.1 Upon approval of the Schematic Design, FGMA shall proceed into the Design Development Phase for the addition. This will include Design Development site design, plans, building interior elevations, details. At the end of this phase, the drawings and other documents will fix and describe the size and character of the scope of work.
- 2.2.2 Meetings with the City for their review process are included in this phase.

### 2.3 Construction Document Phase

- 2.3.1 Upon approval of the Design Development Phase, FGMA shall prepare complete Construction Documents for the Project. The Construction Documents shall consist of complete Contract Drawings, Specifications, and other necessary documents as required to secure a building permit for the Project and proceed with the Bidding and Negotiation Phase for the Project. We have assumed the project will be bid in one phase and not in multiple packages at different times.
- 2.3.2 Contract Documents prepared by FGMA shall include Architectural, Mechanical, Electrical, Plumbing, and Structural design services as required. Low Voltage infrastructure, security, and audio-visual contract documents will be coordinated with



Owners IT and Construction forces.

- 2.3.3 Bidding and contract legal requirements will be provided by the City.
- 2.3.4 FGMA shall assist the Owner in filing the required documents for approval of municipal and state authorities having jurisdiction over the project.

## 2.4 Bidding and Negotiation Phase

- 2.4.1 FGMA shall assist the Owner in soliciting and reviewing bids from Contractors as required. FGMA will provide bidding documents to a third-party reprographics company to distribute the documents or as directed by the city.
- 2.4.2 Attend Pre-Bid meeting.
- 2.4.3 Respond to questions and provide clarifications to bidders, and issue Addenda as required for issuance to bidders.
- 2.4.4 Attend Bid Opening.
- 2.4.5 Assist City in Bid evaluation. Meet with low bidders as required to review bids as requested.
- 2.4.8 Incorporate all Addenda and adjustments to the contract documents to create an "Issue for Construction" set.

## 2.5 Contract Administration Services

- 2.5.1 FGMA shall assist with the administration of construction contracts including shop drawing and other submittal review as required (up to 2 reviews of each shop drawing & submittal included), and review of payment applications.
- 2.5.2 Attend an average of one On-Site Owner/Architect/Contractor (OAC) meetings in combination with On-Site Observation visit every other week to monitor Construction Phase activities for general conformance with Construction Documents. FGMA will also prepare and distribute reports of site observations.
- 2.5.3 Participate in pre-construction and pre-installation meetings as required.
- 2.5.4 Provide assistance to the Contractor during initial start-up, testing, adjustment, balancing and commissioning of the building systems.
- 2.5.5 Building mechanical system commissioning as required by building code can be provided as an optional service.
- 2.5.6 Prepare Punch-List and related follow-up of same. We have included two (2) meetings for preparation of punch-list and two (2) punch-list follow-up meetings.

## 2.6 Project Closeout Phase

- 2.6.1 FGMA shall provide to the Owner a set of record documents including the final set of construction documents and specifications incorporating field sketches and notes issued to the Contractor during the construction phase. FGM will provide electronic copies in pdf format.
- 2.6.3 Provide assistance to the Owner for warranty issues as required.

2.7 Consultants

2.7.1 FGMA has included in our fee the services of the following consultants:

- .1 MEPFP Engineering as needed.
- .2 Structural Engineering as needed.

2.7.2 Geotechnical explorations, material testing, environmental engineering, hazardous waste engineering, and traffic engineering services are not included in our proposal.

2.7.3 Civil Engineering and Surveying are not included in our proposal.

**3.0 ARCHITECT'S COMPENSATION**

The City of Des Plaines shall compensate FGM Architects for professional Architectural services rendered in connection with the Project under this Proposal as follows:

3.1 For all professional services in connection with the Design Services as described in Section 2.0 above we propose the following Lump Sum Fees for each project:

3.1.1 City of Des Plaines Library Roof Replacement \$60,000.00

3.2 In addition to the compensation above, FGMA shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same, for the below items. We recommend establishing a Reimbursable Allowance of \$500, which FGMA shall not exceed without prior written approval of the City. Reimbursable Allowance includes costs for items 3.2.1 and 3.2.2 below.

3.2.1 Expense of postage and/or delivery.

3.2.2 Expense of printing

Local travel (travel less than 100 miles), phone, fax, and printing of review documents shall not be charged as a Reimbursable Expense.

3.3 For any Additional Services authorized by the City beyond the scope of this Proposal, FGM shall be compensated on the basis of the hourly rates described in the attached Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses.

3.4 The terms of this Proposal are based upon services commencing within 30 days and all services being completed within 4 months thereafter.

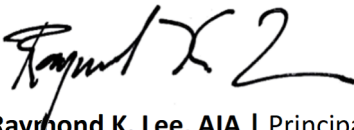
**4.0 Form of Agreement**

Contract Form: The contractual agreement will be in the form of a task order to the Master Contract Between the City of Des Plaines and FGM Architects Inc. dated January 01, 2023.

We appreciate this opportunity to be of service to the City of Des Plaines for this exciting project.

Sincerely,

**FGM ARCHITECTS INC.**



**Raymond K. Lee, AIA** | Principal in Charge  
[raylee@fgmarchitects.com](mailto:raylee@fgmarchitects.com)



**Andrew J. Jasek, AIA** | Executive Vice President  
[andyjasek@fgmarchitects.com](mailto:andyjasek@fgmarchitects.com)

**HOURLY RATE SCHEDULE**

Effective November 1, 2023\*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

**FGM Architects**

Principal	\$300.00
Arch IV	\$260.00
Arch III	\$220.00
Arch II	\$180.00
Arch I	\$140.00
Interior Designer IV	\$240.00
Interior Designer III	\$200.00
Interior Designer II	\$160.00
Interior Designer I	\$120.00
Project Administrator	\$135.00

\*Hourly rates are subject to adjustment on November 1 each year.



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 21, 2023

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

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

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

Subject: Trotter and Associates, Inc., Task Order #7

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**Issue:** The 2024 approved budget includes funding for professional engineering services for the City Hall electrical switchgear replacement.

**Analysis:** The existing switchgear at the building is original with parts availability becoming an issue. Upgrading the current switchgear will provide increased safety and reliability, less maintenance, and potential energy savings. Trotter and Associates, Inc. has provided Task Order #7 which includes testing of existing equipment, preliminary/final design, and bid drawings/specifications. Construction phase services will be submitted as a separate Task Order once the project has been bid and actual construction costs are known.

**Recommendation:** We recommend approval of Task Order #7 to Trotter and Associates, Inc., 40W201 Wasco Rd., Suite D St. Charles, IL 60175, in the amount of \$119,088.00. The funding source will be Facilities & Grounds Maintenance, Professional Services (100-50-535-0000.6000).

**Attachments:**

Resolution R-219-23

Exhibit A – Trotter and Associates, Inc. Task Order #7

**CITY OF DES PLAINES**

**RESOLUTION R - 219 - 23**

**A RESOLUTION APPROVING TASK ORDER NO. 7 WITH TROTTER AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CITY HALL ELECTRICAL SWITCHGEAR REPLACEMENT.**

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

**WHEREAS**, the City's 2024 Budget includes funding to replace the electrical switchgear at City Hall; and

**WHEREAS**, the City desires to procure professional engineering services related to the replacement of the electrical switchgear at City Hall, including testing of existing equipment, preliminary and final design, and bid drawings and specifications ("*Engineering Services*"); and

**WHEREAS**, on January 1, 2023 the City entered into a master contract ("*Master Contract*") with Trotter and Associates, Inc. ("*Consultant*") to perform certain professional engineering services for the City as such services are needed over time; and

**WHEREAS**, in accordance with Section 1-10-14 of the City Code of the City of Des Plaines, City staff has determined that the procurement of the Engineering Services is not adapted to award by competitive bidding because the Engineering Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

**WHEREAS**, the City has a positive existing relationship with the Consultant, which has satisfactorily performed Engineering Services for the City in the past; and

**WHEREAS**, the City requested a proposal from Consultant to perform the Engineering Services; and

**WHEREAS**, Consultant submitted a proposal for the performance of the Engineering Services in the not-to-exceed amount of \$119,088; and

**WHEREAS**, the City desires to enter into Task Order No. 7 under the Master Contract with Consultant for the performance of Engineering Services in the total not-to-exceed amount of \$119,088 ("*Task Order No. 7*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 7 with Consultant;

**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 TASK ORDER NO. 7.** The City Council hereby approves Task Order No. 7 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 3: AUTHORIZATION TO EXECUTE TASK ORDER NO. 7.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Task Order No. 7.

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

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

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

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

\_\_\_\_\_  
**MAYOR**

ATTEST:

Approved as to form:

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**Peter M. Friedman, General Counsel**

DP-Resolution Approving Task Order No 7 with Trotter and Associates for CH Electrical Switchgear Replacement

TASK ORDER 7  
Continuing Support Services for  
Design and Bid Assistance,  
City Hall Electrical Improvements

In accordance with Section 1.2 of the Master Contract dated January 1, 2023 between the City of Des Plaines (the “City”) and Trotter and Associates, Inc. (the “Consultant”), the Parties agree to the following Task Number 7:

**1. Contracted Services:** Design and Bid Assistance Services consist of:

- General:
  - Subcontract testing (to be paid as pass-through using allowance) of existing 208Y/120V and 480Y/277V cable buss risers to determine condition. If one or more cable buss risers requires replacement, a change order for the work to design the replacements will be negotiated with the City.
  - Subcontract testing (to be paid as pass-through using allowance) of existing transformers to determine condition. If one or more transformers requires replacement, Consultant will spec replacement in base contract.
- Design replacement of existing Main Switchboard with modern, code compliant equipment.
  - Perform short circuit current analysis in order to determine required withstand ratings.
  - Perform Coordination Study in order to verify main and feeder circuit breaker trip requirements.
  - Perform Arc Flash Hazard study and determine appropriate mitigation strategies and hazard labeling.
- Design replacement of existing 208Y/120V Lighting Panels on each of 6 floors plus penthouse.
  - Replace existing Lighting Panels with modern equipment, maintaining existing circuits quantity and capacity.
- Design replacement of existing 480Y/277V Baseboard Heat Panels on 3 floors (2 risers).
  - Design replacement for (2) existing SCR heating controllers with modern equipment.
  - Replace existing Baseboard Heat distribution panels (BB1 & BB2) with modern equipment, maintaining existing circuits quantity and capacity.
- Design new penthouse distribution panel to replace existing tap-off style junction box.
- Design replacement of existing 480Y/277V Duct Heat Panels on 3 floors (1 riser).
  - Replace existing Duct Heat panels (RH1, RH2, & RH3) with modern equipment, maintaining existing circuits quantity and capacity.
- Design new feeders for existing Fan Forced Heaters (FFH1 and FFH2).
- Design new feeders for existing ACI and RFI fans.
  - Design replacement of existing ACI and RFI fan disconnects and starters with new equipment panels.



- Design replacement of High Potential (277V) Lighting Panels LHO, LH1, and LH2.
  - Replace existing Lighting Panels with modern equipment, maintaining existing circuits quantity and capacity.
- Design replacements for existing Emergency Lighting Transfer Switch and distribution panels, and Emergency Lighting Controls Station.
- Design replacements for 480Y/277V Power Distribution Panels PP1 and PP2
- Design replacements for existing Generator Distribution Panels GDP and GP, and associated subpanels LH3 and LP5.
- Design replacements for existing Engine Generator, its associated transfer switches, and Duct Heat Distribution Panel RH4.
- Produce bidding documents including Plans and Specifications.
- Prepare Engineer's Opinion of Probable Construction Costs.
- Submit design documents to City Building Department for their construction permit.
- Assist with responding to contractor questions, review of bids, and award.
  
- Construction Phase Services will be submitted as a separate Task Order once the project has been bid and actual construction costs are known.

2. **Task Schedule:** Services to proceed immediately.

3. **Task Completion Duration:** 180 days

4. **Project Specific Pricing** (if applicable):

- \$31,728.00 - Preliminary Design
- \$60,600.00 - Final Design.
- \$6,760.00 - Bid Assistance
- \$20,000.00 - Contract Allowance for Outside Services
  
- \$119,088.00 - Project excluding Construction Phase
  
- T.B.D. - Construction Phase Services

5. **Additions to the Master Contract** (if applicable): Outside services, including testing of existing cable buss risers, will be passed through to the City without markup. A \$20,000.00 allowance is included in the Project Specific Pricing for the outside testing services.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

**[signature page follows]**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

*Mark R. Sikora*  
\_\_\_\_\_

Signature  
Mark R Sikora, P.E.

\_\_\_\_\_, 20\_\_\_\_  
Date

November 6, 2023

If greater than, \$[2,500], the City Manager's signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$[25,000], then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

Date: November 21, 2023  
 To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
 From: Ben Olson, MPA, Management Analyst - Engineering *BO*  
 Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*  
 Subject: Phase 5 Hazard Mitigation Grant Program – Group 1 Demolition Bid Award

**Issue:** Bids for the Phase 5 Hazard Mitigation Grant Program – Group 1 Demolition Contract were opened on November 21, 2023.

**Analysis:** This project consists of the demolition of five residential homes located within a regulatory floodplain or floodway as part of the Phase 5 Hazard Mitigation Grant Program. Three have been acquired and two are under contract. Once demolition is completed, each parcel will be graded, seeded, and remain open space land as required by the Phase 5 Hazard Mitigation Grant Program Agreements with the Illinois Department of Natural Resources and Metropolitan Water Reclamation District of Greater Chicago.

The awarded contractor will be notified to proceed with demolition of the three acquired properties and the remaining two under contract once the City takes possession after closing.

Following are the bid results:

BIDDER'S NAME	BID AMOUNT
K.L.F. ENTERPRISES, INC.	\$191,495.00
MARTAM CONSTRUCTION, INC.	\$213,845.00
FOWLER ENTERPRISES, LLC.	\$238,590.00

**Recommendation:** References supplied by the low bidder, K.L.F. Enterprises, Inc. are favorable. We recommend award of the Phase 5 Hazard Mitigation Program – Group 1 Demolition Contract to K.L.F. Enterprises, Inc., 2300 W. 167<sup>th</sup> St., Markham, IL 60428, in the amount of \$191,495.00. Source of funding would be the Grant Funded Projects Fund through the Illinois Department of Natural Resources grant.

**Attachments:**

- Attachment 1 – Bid Tabulation
- Resolution R-220-23
- Exhibit A – Contract

County: Cook  
 Local Agency: Des Plaines  
 Phase 5 HMGP Demolition - Group 1

Date: 11/21/2022  
 Time: 10:00 AM

Estimate: N/A

<b>Name of Bidder:</b>	KLF Enterprises	<b>Name of Bidder:</b>	Martam Construction Inc.	<b>Name of Bidder:</b>	Fowler Enterprises LLC
<b>Address of Bidder:</b>	2300 W 167th St, Markham IL 60428	<b>Address of Bidder:</b>	1200 Gasket Dr, Elgin, IL 60120	<b>Address of Bidder:</b>	41N691 Russell Road, Elgin, IL 60124

Attended By: Ben Olson			Terms							
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Item #	Item	Unit	Quantity			Unit Price	Total	Unit Price	Total	Unit Price	Total
1	BUILDING DEMOLITION - 1669 E WALNUT AVENUE	LUMP SUM	1			\$23,000.00	\$23,000.00	\$26,000.00	\$26,000.00	\$22,650.00	\$22,650.00
2	BUILDING DEMOLITION - 1752 JUNIOR TERRACE	LUMP SUM	1			\$32,000.00	\$32,000.00	\$25,000.00	\$25,000.00	\$22,200.00	\$22,200.00
3	BUILDING DEMOLITION - 1277 RIVER DRIVE	LUMP SUM	1			\$36,000.00	\$36,000.00	\$29,000.00	\$29,000.00	\$46,400.00	\$46,400.00
4	BUILDING DEMOLITION - 1939 BERRY LANE	LUMP SUM	1			\$38,000.00	\$38,000.00	\$42,000.00	\$42,000.00	\$41,250.00	\$41,250.00
5	BUILDING DEMOLITION - 1796 RAND ROAD	LUMP SUM	1			\$21,000.00	\$21,000.00	\$24,000.00	\$24,000.00	\$45,400.00	\$45,400.00
20	PERFORM ASBESTOS / LEAD PAINT ABATEMENT	SQ. FT.	525			\$5.00	\$2,625.00	\$18.00	\$9,450.00	\$20.00	\$10,500.00
21	INLET FILTERS	EACH	3			\$175.00	\$525.00	\$200.00	\$600.00	\$300.00	\$900.00
22	PERIMETER EROSION BARRIER	FOOT	2,360			\$2.00	\$4,720.00	\$2.00	\$4,720.00	\$4.00	\$9,440.00
23	TOPSOIL PLACEMENT 4" AND SEEDING WITH STRAW BLANKET	SQ. YD.	5,825			\$5.00	\$29,125.00	\$7.00	\$40,775.00	\$6.00	\$34,950.00
24	PORTABLE TOILETS	EA, CAL, MO.	1			\$500.00	\$500.00	\$300.00	\$300.00	\$900.00	\$900.00
25	TRAFFIC CONTROL AND PROTECTION	LUMP SUM	1			\$4,000.00	\$4,000.00	\$12,000.00	\$12,000.00	\$4,000.00	\$4,000.00

**ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER**

EXPLORATION TRENCH  
 TEMPORARY AGGREGATE, CA - 6  
 ABANDONING WATER SERVICE LINE  
 TRENCH BACKFILL  
 PAVEMENT PATCHING

						\$30.00		\$80.00		\$100.00	
						\$29.00		\$45.00		\$25.00	
						\$8,500.00		\$1,800.00		\$4,000.00	
						\$41.50		\$72.00		\$50.00	
						\$139.00		\$89.00		\$90.00	

<b>Total Bid:</b>	As Read:	\$191,495.00	\$213,845.00	\$238,590.00
	As Calculated:	\$191,495.00	\$213,845.00	\$238,590.00

**CITY OF DES PLAINES**

**RESOLUTION R - 220 - 23**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
(AWARDED CONTRACTOR) FOR DEMOLITION WORK.**

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

**WHEREAS**, the City has appropriated funds in the Grant Funded Projects Fund for use by the Department of Public Works and Engineering for the demolition of single-family homes pursuant to the requirements of the Phase 5 Hazard Mitigation Grant Program – Group 1 Demolition Contract ("*Work*"); and

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

**WHEREAS**, the City received three bids, which were opened on November 21, 2023; and

**WHEREAS**, K.L.F. Enterprises Inc. ("*Contractor*") submitted the lowest responsible bid for the performance of the Work in the total not-to-exceed amount of \$191,495.00; and

**WHEREAS**, the City desires to enter into an agreement with Contractor for the completion of the Work in the not to exceed amount of \$191,495.00 ("*Agreement*"); and

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

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

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

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

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

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

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

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

**VOTE:** AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

---

**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

**CITY OF DES PLAINES**



**CONTRACT FOR THE PHASE 5 HAZARD MITIGATION GRANT  
PROGRAM DEMOLITION – GROUP 1**

Prepared By

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

**CITY OF DES PLAINES  
 CONTRACT FOR THE PHASE 5 HAZARD MITIGATION GRANT  
 PROGRAM DEMOLITION – GROUP 1**

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**Contractor’s Certification**

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

**CITY OF DES PLAINES**  
**CONTRACT FOR THE PHASE 5 HAZARD MITIGATION GRANT**  
**PROGRAM DEMOLITION – GROUP 1**

In consideration of the mutual promises set forth below, the City of Des Plaines, 1420 Miner Street / Northwest Highway, Des Plaines, Illinois 60016, an Illinois municipal corporation (“Owner”), and *K.L.F. Enterprises Inc.* a *Corporation* (“Contractor”), make this Contract as of December 4th, 2023, and hereby agree as follows:

**ARTICLE I: THE WORK**

**1.1 Performance of the Work**

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

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

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

## 1.2 Commencement and Completion Dates

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

## 1.3 Required Submittals

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

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

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

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

#### **1.4 Review and Interpretation of Contract Provisions**

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

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

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

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

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

representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

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

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

**1.6 Technical Ability to Perform**

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

**1.7 Financial Ability to Perform**

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

**1.8 Time**

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

**1.9 Safety at the Work Site**

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

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

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

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

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

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

**1.12 Subcontractors and Suppliers**

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

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

**1.13 Simultaneous Work By Others**

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

**1.14 Occupancy Prior to Final Payment**

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

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

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or

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

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

## ARTICLE II: CHANGES AND DELAYS

### 2.1 Changes

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

### 2.2 Delays

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

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



**ARTICLE III: CONTRACTOR’S RESPONSIBILITY  
FOR DEFECTIVE WORK**

**3.1 Inspection; Testing; Correction of Defects**

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

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

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

**3.2 Warranty of Work**

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

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

C. Subcontractor and Supplier Warranties. Whenever Attachment 2 or Attachment 5 requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by

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

### **3.3 Owner's Right to Correct**

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

## **ARTICLE IV: FINANCIAL ASSURANCES**

### **4.1 Bonds**

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

### **4.2 Insurance**

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

### **4.3 Indemnification**

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of it elected officials, officers, employees, attorneys, agents, and representatives against any

and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

## ARTICLE V: PAYMENT

### 5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment 2, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment 2 (the "*Contract Price*"), subject to any additions, deductions, or withholdings provided for in this Contract.

### 5.2 Taxes and Benefits

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

### 5.3 Progress Payments

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

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

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and

to Owner’s obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

#### **5.4 Final Acceptance and Final Payment**

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

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor’s Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor’s completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work (“*Final Acceptance*”).

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

#### **5.5 Liens**

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

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

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

D. Protection of Owner Only. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

## 5.6 Deductions

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

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

awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

## ARTICLE VI: DISPUTES AND REMEDIES

### 6.1 Dispute Resolution Procedure

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

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

### 6.2 Contractor's Remedies

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

### 6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any

other requirement of this Contract or has failed to pay its debts as they come due (“*Event of Default*”), and has failed to cure any such Event of Default within five business days after Contractor’s receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

8. Owner may recover any damages suffered by Owner.

**6.4 Owner’s Additional Remedy for Delay**

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

**6.5 Terminations and Suspensions Deemed for Convenience**

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

**ARTICLE VII: LEGAL RELATIONSHIPS  
AND REQUIREMENTS**

**7.1 Binding Effect**

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

**7.2 Relationship of the Parties**

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

**7.3 No Collusion/Prohibited Interests**

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor has, in procuring this Contract, colluded with any other



person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

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

#### **7.4 Assignment**

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

#### **7.5 Confidential Information**

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

#### **7.6 No Waiver**

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

**7.7 No Third Party Beneficiaries**

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

**7.8 Notices**

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

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

City of Des Plaines	<u>with a copy to:</u>
1420 Miner Street	Elrod Friedman, LLP
Des Plaines, Illinois 60016	325 North La Salle Street, Suite 450
Attention: Ben Olson	Chicago, Illinois 60654
	Attention: Peter Friedman

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

**K.L.F. Enterprises Inc.**  
**2300 W. 167th St, Markham, IL 60428**

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

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

**7.9 Governing Laws**

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

## 7.10 Changes in Laws

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

## 7.11 Compliance with Laws

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (a copy of Owner’s ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

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

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the “Act”), must submit to the City a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor’s false certification. On two business days’ notice, Contractor and each subcontractor must make available for

inspection the records required to be made and kept by the Act (i) to the City and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

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

#### **7.12 Compliance with Patents**

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

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

#### **7.13 Time**

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

#### **7.14 Severability**

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

**7.15 Entire Agreement**

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

**7.16 Amendments**

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

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

**CITY OF DES PLAINES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

***K.L.F. Enterprises Inc.***

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS        )  
  )  
COUNTY OF \_\_\_\_\_  )

SS

CONTRACTOR’S CERTIFICATION

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

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

DATED: \_\_\_\_\_, 20\_\_.

***K.L.F. Enterprises Inc.***

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and Sworn to before me on \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(SEAL)

**CITY OF DES PLAINES  
CONTRACT FOR THE PHASE 5 HAZARD MITIGATION GRANT  
PROGRAM DEMOLITION – GROUP 1**

**ATTACHMENT 1**

**SCHEDULE OF PRICES**



**PHASE 5 HAZARD MITIGATION PROGRAM DEMOLITION CONTRACT - GROUP 1  
SCHEDULE OF PRICES**

<b>ITEM #</b>	<b>PAY ITEM</b>	<b>UNIT</b>	<b>TOTAL</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	BUILDING DEMOLITION - 1669 E WALNUT AVENUE	LUMP SUM	1	\$23,000.00	\$23,000.00
2	BUILDING DEMOLITION - 1752 JUNIOR TERRACE	LUMP SUM	1	\$32,000.00	\$32,000.00
3	BUILDING DEMOLITION - 1277 RIVER DRIVE	LUMP SUM	1	\$36,000.00	\$36,000.00
4	BUILDING DEMOLITION - 1939 BERRY LANE	LUMP SUM	1	\$38,000.00	\$38,000.00
5	BUILDING DEMOLITION - 1796 RAND ROAD	LUMP SUM	1	\$21,000.00	\$21,000.00
20	PERFORM ASBESTOS / LEAD PAINT ABATEMENT	SQ. FT.	525	\$5.00	\$2,625.00
21	INLET FILTERS	EACH	3	\$175.00	\$525.00
22	PERIMETER EROSION BARRIER	FOOT	2,360	\$2.00	\$4,720.00
23	TOPSOIL PLACEMENT 4" AND SEEDING WITH STRAW BLANKET	SQ. YD.	5,825	\$5.00	\$29,125.00
24	PORTABLE TOILETS	EA. CAL. MO.	1	\$500.00	\$500.00
25	TRAFFIC CONTROL AND PROTECTION	LUMP SUM	1	\$4,000.00	\$4,000.00

**ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER**

EXPLORATION TRENCH	FOOT		\$30.00	
TEMPORARY AGGREGATE, CA - 6	TON		\$29.00	
ABANDONING WATER SERVICE LINE	EACH	5	\$8,500.00	
TRENCH BACKFILL	CU. YD.		\$41.50	
PAVEMENT PATCHING	SQ. YD.		\$139.00	
			<b>Total Bid</b>	<b>\$191,495.00</b>

**CITY OF DES PLAINES  
CONTRACT FOR THE PHASE 5 HAZARD MITIGATION GRANT  
PROGRAM DEMOLITION – GROUP 1**

**ATTACHMENT 2**

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

**1. Project:**

PHASE 5 HAZARD MITIGATION GRANT PROGRAM DEMOLITION CONTRACT – GROUP 1

The scope of work includes demolition of approximately 12,798 SF of five residential buildings in Des Plaines. Removal of concrete slabs and foundation walls/floor, removal of all appurtenances including asphalt, brick and concrete pavement, curb & gutter, fences, and sheds within the property boundaries, backfill with crushed concrete, gradation CA-6, compacted in place to existing ground level, grading for drainage and landscape restoration with topsoil and seed. Erosion barrier placement along entire property line.

**2. Work Site:**

The Work shall be performed at the following Work Sites:

**Schedule A – 1.2 acres of property, 12,798 SF of building**

1669 E Walnut Avenue	Phase 5 HMGP	City Ownership
1752 Junior Terrace	Phase 5 HMGP	City Ownership
1277 River Drive	Phase 5 HMGP	City Ownership
1939 Berry Lane	Phase 5 HMGP	Under Contract
1796 Rand Road	Phase 5 HMGP	Under Contract

**3. Permits, Licenses, Approvals, and Authorizations:**

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

- [Identify permits, licenses, and approvals obtained, or to be obtained, by Owner]
- No Exceptions

**4. Commencement Date:**

- the date of execution of the Contract by Owner.
- \_\_\_\_\_ days after execution of the Contract by Owner.
- Monday, December 04, 2023**

**5. Completion Date:**

**Starting and Substantial Completion Dates:**

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

- 180 DAYS after city’s issuance of a location’s Notice To Proceed plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract
- Friday, April 26, 2024**, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

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

**Starting and Substantial Completion Dates:**

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

Each location will have a Notice To Proceed. The contractor shall substantial complete each location no later than 90 days from city’s issuance of a location’s Notice To Proceed. No work of any kind shall be done at these locations until the designated Start Date and Notice to Proceed is given. All work must be completed by the designated Substantial and Final

Completion Date. Substantial Completion Date includes the approved and acceptable construction of all pay items; including correction (punch) list items and topsoil placement and excluding seeding or sodding.

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

**Monday, December 25, 2023 Christmas Day**

**Monday, January 1, 2024 New Year's Day**

**Monday January 15, 2024 MLK Day**

**Monday, February 19, 2024 President's Day**

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

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

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

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

**6. Insurance Coverage:**

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

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

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

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

All employees must be included as insureds.

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

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

Coverage must include:

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

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

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

All employees must be included as insured.

- D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against "all risks" of direct physical

loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

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

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

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

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

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

H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:  
Comprehensive General Liability, Comprehensive Motor Vehicle Liability, and Umbrella Policy.

The Additional Insured endorsement must identify Owner as follows:

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

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

Additional Insured

Policy or Policies

7. **Contract Price:**

**SCHEDULE OF PRICES**

- A. LUMP SUM CONTRACT

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

\$ \_\_\_\_\_

- All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2012, without limitation to "extra work." Contractor shall be paid in installments (see below). Contractor must submit Pay Requests including itemized statements of the cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.

- B. UNIT PRICE CONTRACT

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

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

**COMPLETE TABLE AS INDICATED**

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

\$ \_\_\_\_\_

C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

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

\$ \_\_\_\_\_

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

**COMPLETE TABLE AS INDICATED**

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

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

\$ \_\_\_\_\_

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



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

**8. Progress Payments:**

A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work will be determined as follows:

(1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

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

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

units of Unit Price Items installed and complete in place upon Final Acceptance.

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

**9. Per Diem Administrative Charge:**

\$ per IDOT SSRB

No Charge

**10. Standard Specifications:**

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

"State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

"Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

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

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

See Attachment 5 for any special project requirements.

**CITY OF DES PLAINES  
CONTRACT FOR THE PHASE 5 HAZARD MITIGATION GRANT  
PROGRAM DEMOLITION – GROUP 1**

**ATTACHMENT 3**

**SPECIFICATIONS**

**INDEX OF SPECIAL PROVISIONS**

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

PAGE NUMBER	DESCRIPTION
1	SPECIAL PROVISIONS
2	TESTING OF MATERIALS
3	CONTRACTOR SAFETY RESPONSIBILITY
3	DIRT ON PAVEMENT
3	DUST CONTROL
3	BUILDING DEMOLITION
5	REMOVAL AND DISPOSAL OF CONSTRUCTION DEBRIS
5	ASBESTOS ABATEMENT
8	TOPSOIL PLACEMENT 4" AND SEEDING WITH STRAW BLANKET
9	PORTABLE TOILETS
9	TRAFFIC CONTROL AND PROTECTION
10	EXPLORATION TRENCH
10	TEMPORARY AGGREGATE, CA-6
11	ABANDONING WATER SERVICE LINES
12	TRENCH BACKFILL
12	PAVEMENT PATCHING
	<b><u>OTHER ATTACHMENTS:</u></b>
	IDOT HIGHWAY STANDARDS
	TRENCH BACKFILL TABLES FOR CONCRETE PIPES
	NO PARKING SIGN
	STORM WATER POLLUTION PREVENTION PLAN

**CITY OF DES PLAINES  
CONTRACT FOR THE PHASE 5 HAZARD MITIGATION GRANT  
PROGRAM DEMOLITION – GROUP 1**

**ATTACHMENT 4**

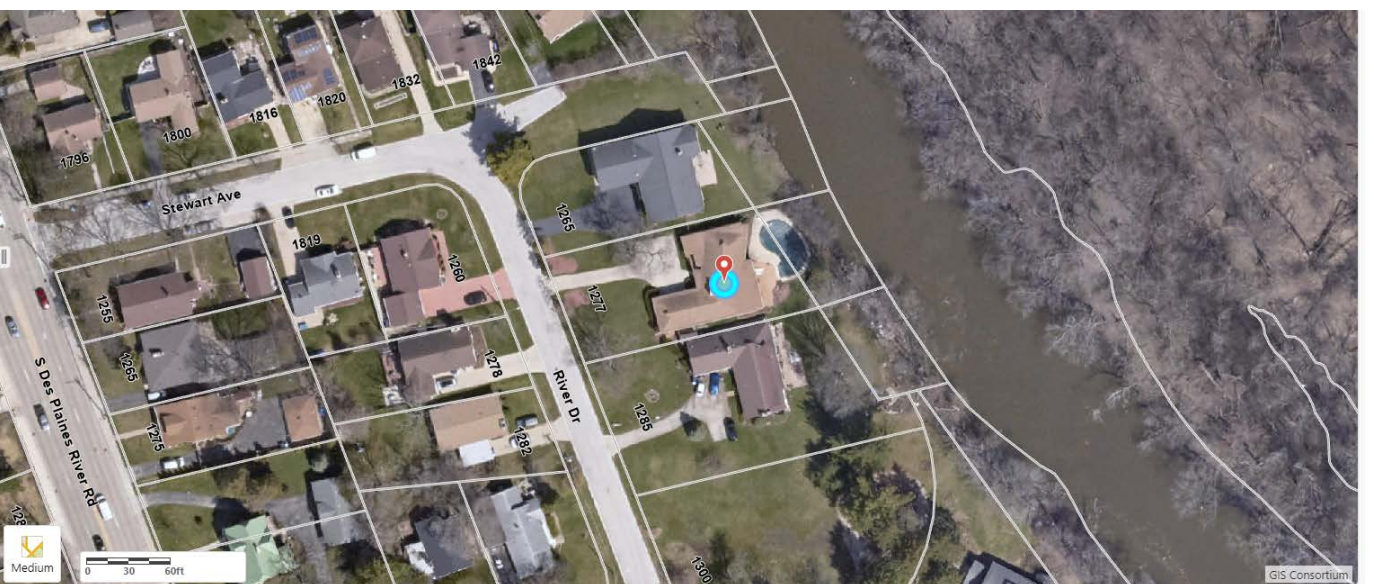
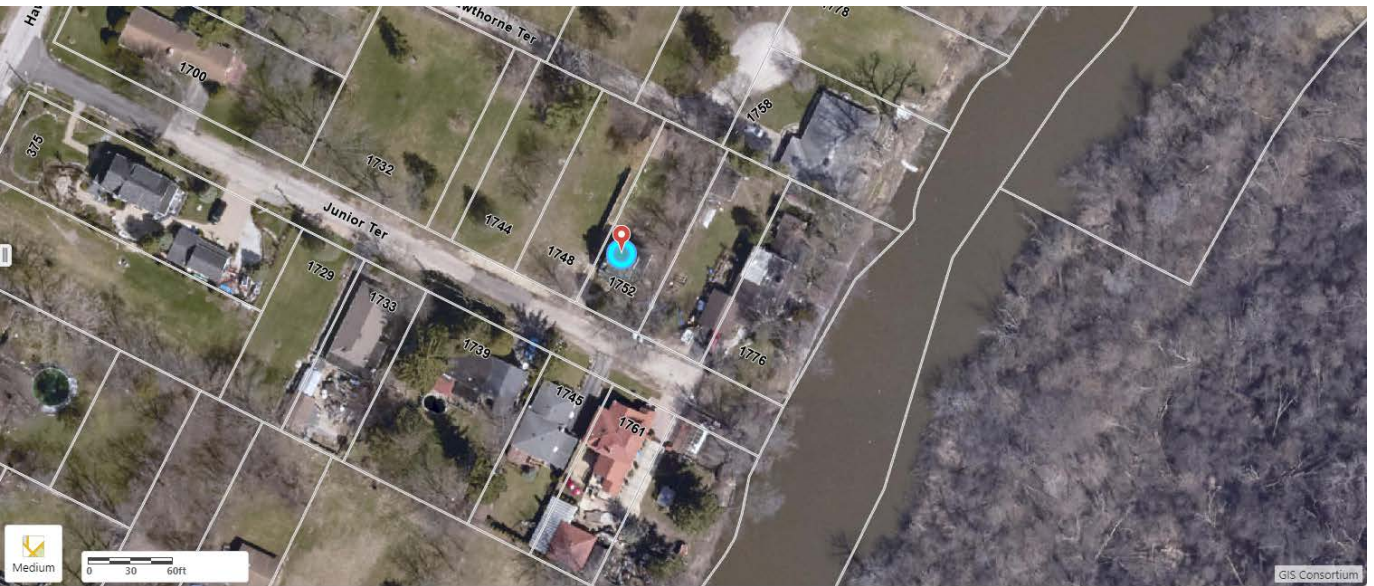
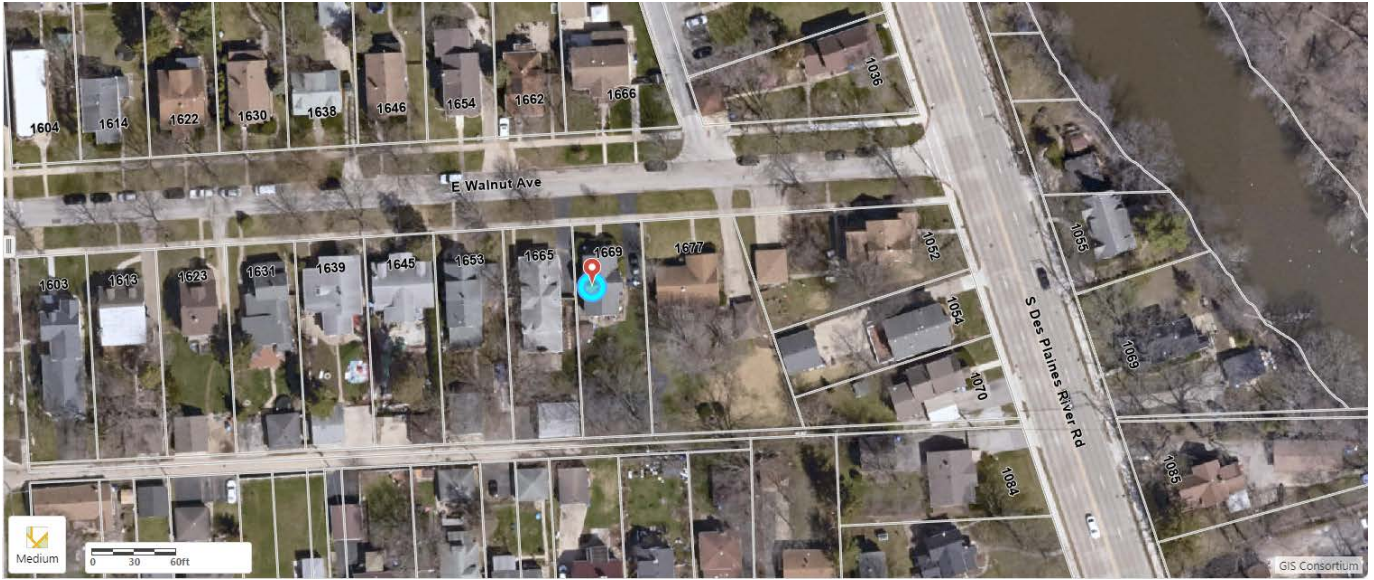
**LIST OF DRAWINGS**

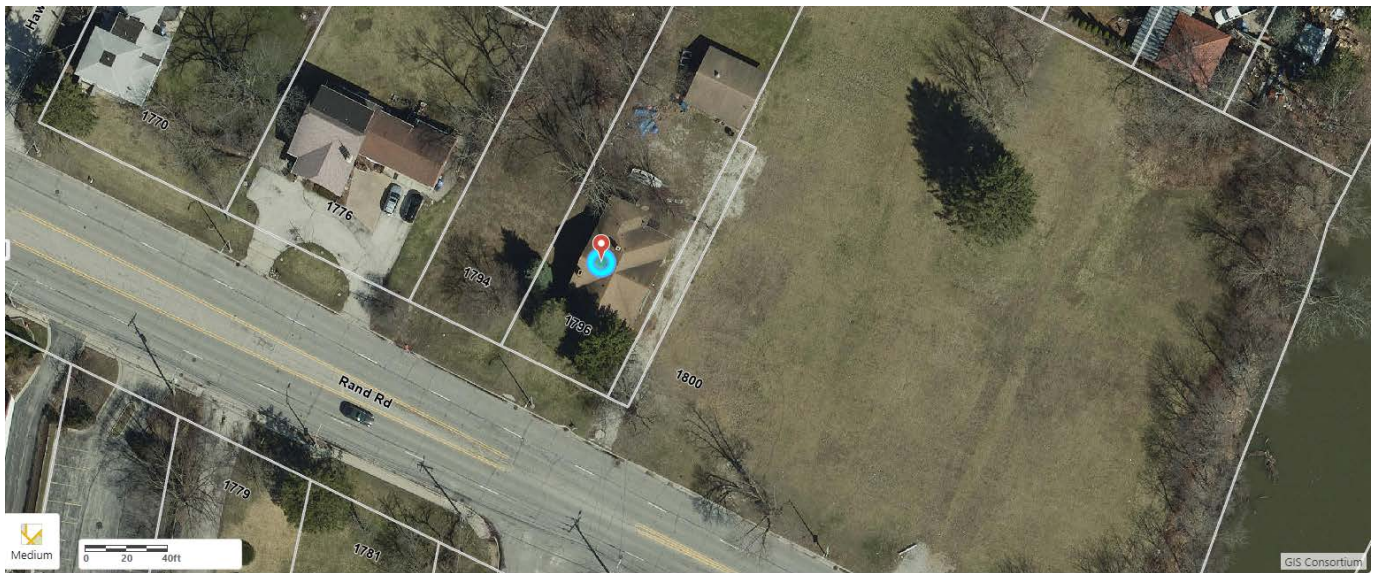
LOCATION MAP

LOT INFORMATION

DES PLAINES DETAILS (2 SHEETS)

DES PLAINES SOIL EROSION AND SEDIMENT CONTROL DETAIL





**Phase 5 Hazard Mitigation Grant Program Demolition Contract - Group 1**  
**Lot Information**

Rev. 10/31/2023

Address	Street name	PIN	Property Area (Acres)	Structure Value	Property Value	Building Area (SF)
1669	E Walnut Ave	09-21-102-009	0.2	\$200,000	\$260,000	1,382
1752	Junior Ter	09-16-106-028	0.15	\$190,520	\$250,000	1,252
1277	River Dr	09-21-304-014	0.3	\$293,240	\$350,440	3,804
1939	Berry Ln	09-21-302-077	0.18	\$470,000	\$410,940	3,100
1796	Rand Rd	09-16-107-015	0.35	\$147,500	\$267,400	3,260

12,798

Notes:

- 1. Area NOT verified - SF is the Cook Assessor Office #
- 2. Building SF does NOT include basement area



MEMORANDUM

Date: November 14, 2023  
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
From: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*  
Subject: Nicor Gas Franchise Agreement

**Issue:** The City's franchise agreement with the Northern Illinois Gas Company (d/b/a Nicor Gas) has expired and needs renewal.

**Analysis:** The City received a proposed agreement renewal from Nicor Gas to construct, operate and maintain a gas distribution system in the Municipality for a term of 50 years commencing January 1, 2024. In exchange, Nicor Gas will supply without charge to the City an amount of gas not to exceed 108,810 therms per year of the agreement to municipal buildings solely for municipal purposes and not for purposes of revenue.

**Recommendation:** We recommend approval of the proposed 50-year franchise agreement with Nicor Gas Company, 1844 Ferry Road, Naperville, Illinois 60563.

**Attachments:**

Ordinance M-24-23  
Resolution R-221-23  
Exhibit A – Therm Allocation Proposal



CITY OF DES PLAINES

ORDINANCE M - 24 - 23

**AN ORDINANCE AUTHORIZING NORTHERN ILLINOIS GAS COMPANY, D/B/A NICOR GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE AND MAINTAIN A GAS DISTRIBUTING SYSTEM IN AND THROUGH THE CITY OF DES PLAINES, ILLINOIS.**

---

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

**WHEREAS**, the City's franchise agreement with Northern Illinois Gas Company, d/b/a Nicor Gas Company ("*Nicor*"), has expired; and

**WHEREAS**, City desires to authorize Nicor to construct, operate, and maintain a gas distribution system within the City's rights-of-way ("*Franchise Agreement*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to approve the Franchise Agreement with Nicor;

**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: FRANCHISE AGREEMENT.**

A. That the right, permission and authority be and the same are hereby granted to Nicor, for a term of 50 years, a system for the production, distribution and sale of gas for fuel, heating, power, processing and other purposes within and outside the corporate limits of the City, and to construct, lay, maintain and operate such gas pipes, mains, conductors and other devices, apparatus and equipment as may be necessary or convenient for such system in, under, along and across each and all of the streets, alleys, avenues and other public places in the City, subject to the conditions and regulations hereinafter set forth.

B. All pipes, mains, conductors and other appliances, including connections with service pipes, hereafter laid in streets, alleys, avenues or other public places, shall be laid under the

supervision of the City Department of Public Works, or such other duly authorized agent of the City as the City Council may from time to time designate. All pipes, mains, conductors and other appliances shall be so located as not to injure unnecessarily any drains, sewers, catch basins, water pipes, pavements or other like public improvements, but should any drain, sewer, catch basin, water pipe, pavement or other like public improvement be injured by such location, the Nicor shall forthwith repair the damage caused by such injury to the satisfaction of the City Department of Public Works, or such other duly authorized agent, and in default thereof the City may repair such damage and charge the cost thereof to, and collect the same from, the Nicor. Nicor shall be subject to all reasonable regulations which may now or hereafter be prescribed by general ordinance of the City with respect to the use of the public streets, alleys, avenues and other public places of the City.

C. Nicor shall indemnify, become responsible for and forever save harmless the City from any and all judgments, damages, decrees, costs and expenses, including attorneys' fees, which the Municipality may legally suffer or incur, or which may be legally obtained against the Municipality, for or by reason of the use and occupation of any street, alley, avenue or other public place in the City by Nicor pursuant to the terms of this ordinance or legally resulting from the exercise by Nicor of any of the privileges herein granted; except that the indemnity provided for in this Section 2.C shall not apply to any liability, judgments, damages, decrees, costs and expenses determined by a court of competent jurisdiction to have resulted from the negligence or intentional acts or omissions of City, its agents and employees.

**SECTION 3: ACCEPTANCE BY NICOR.** Within 30 days after passage, this Ordinance shall be accepted by Nicor by its filing with the City Clerk an unconditional written acceptance of this Ordinance, to be duly executed according to law, and a failure of Nicor to so accept this Ordinance within said period of time shall be deemed a rejection hereof by Nicor, and the rights and privileges herein granted shall after the expiration of said period of 30 days, if not so accepted, absolutely cease and determine, unless said period of time shall be extended by the City by

Ordinance duly passed for that purpose and before the expiration of said period of 30 days.

**SECTION 4: BINDING EFFECT.** All provisions of this ordinance which are obligatory upon, or which inure to the benefit of, Nicor shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of Nicor, and the word “Grantee” or “Nicor” wherever appearing in this Ordinance shall include and be taken to mean not only said Northern Illinois Gas Company, d/b/a Nicor Gas Company, but also each and all of such successors and assigns.

**SECTION 5: EFFECTIVE DATE.** This ordinance, if accepted by Nicor as hereinabove provided, shall be in full force and effect as of January 1, 2024, and from and after the effective date shall supersede, cancel, repeal and be in lieu of any and all other existing or prior grants of right, permission and authority by said City to Nicor or any predecessor companies or assignors of Nicor to construct, operate and maintain any system for the production, distribution and sale of gas for fuel, heating, power, processing and any other purposes within the corporate limits of this City, and this ordinance shall likewise cancel all of the obligations under said existing or prior grants.

**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**

CITY OF DES PLAINES

RESOLUTION R - 221 - 23

**A RESOLUTION APPROVING AND ACCEPTING A PROPOSAL FROM NORTHERN ILLINOIS GAS COMPANY, D/B/A NICOR GAS COMPANY, TO PROVIDE GAS TO MUNICIPAL BUILDINGS.**

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

**WHEREAS**, the City Council adopted Ordinance No. M-24-23, approving a franchise agreement with Northern Illinois Gas Company, d/b/a Nicor Gas Company ("*Nicor*") to construct, operate, and maintain a gas distribution system within the City's rights-of-way ("*Franchise Agreement Ordinance*"); and

**WHEREAS**, in consideration for the adoption of the Franchise Agreement Ordinance, Nicor submitted a proposal ("*Proposal*") to the City to provide a supply of gas ("*Therm Allocation*"), without charge to the City, to be used in buildings which may be occupied from time to time by the City solely for municipal purposes, or such part thereof as may from time to time be so occupied, and not for purposes of revenue; and

**WHEREAS**, pursuant to the Proposal, the amount of the Therm Allocation is based on the population of the City as established by each decennial census; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City and the public to accept and approve the Proposal for the Term Allocation from Nicor;

**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 PROPOSAL.** The City Council hereby approves the Proposal from Nicor for the provision of the Therm Allocation in the form attached to this Resolution as **Exhibit A**.

**SECTION 3: EXECUTION.** The City Manager and the City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the Agreement documentation necessary to receive the Therm Allocation.

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

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

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

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

\_\_\_\_\_  
**MAYOR**

ATTEST:

Approved as to form:

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**Peter M. Friedman, General Counsel**

Mayor and City Council  
City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016

Mayor and Council Members:

The undersigned, Northern Illinois Gas Company (d/b/a Nicor Gas Company) (the “Company”), for and in consideration of the adoption by the authorities of the City of Des Plaines, Illinois (the “Municipality”), of an ordinance granting the Company the right to construct, operate and maintain a gas distribution system in the Municipality for a term of 50 years from January 1, 2024 (the “Franchise Ordinance”), hereby agrees for itself, its successors and assigns, that so long as said ordinance shall remain in full force and effect, Company will during each billing year (start and finish of each year shall begin and end with regular meter reading date nearest to January 1) throughout the remainder of the life of said ordinance, supply without charge to the Municipality, an amount of gas not to exceed 108,810 therms (“Therm Allocation”), to be used in buildings which may be occupied from time to time by the Municipality solely for municipal purposes, or such part thereof as may from time to time be so occupied, and not for purposes of revenue.

The Therm Allocation is calculated using the municipality’s population of 60,675 based on the most recent decennial census data. The Therm Allocation will be adjusted by the Company based on each decennial census count. Between decennial census counts, Therm Allocation may be increased on the basis of changes in population of the Municipality as shown by revised or special census. Upon the submission of a written request by the Municipality accompanied by the official State notification of census change, the Therm Allocation will be adjusted by the Company.

For so long as the Franchise Ordinance shall remain in full force and effect, the Municipality’s Therm Allocation will be based on the following revised formula:

First 10,000 of population	3.60 therms per capita;
Next 10,000 of population	2.40 therms per capita;
Next 80,000 of population	1.20 therms per capita;
Next 20,000 of population	1.45 therms per capita;
Over 120,000 of population	1.80 therms per capita.

None of said gas to be supplied without charge to the Municipality, shall be resold for any purpose whatsoever, and in the event the Municipality uses less than the above-mentioned number of therms of gas in any billing year, there shall be no payment due to the Municipality from the Company, or its successors and assigns, for gas not used during that billing year, nor shall any such unused therms be carried over for the following year's use.

In the event the Company's policy in regard to the practice of supplying gas without charge to municipalities in its present service area is changed at any time in the future, or in the event that the Company in the future provides any other gas utility service benefit as a matter of general policy to all municipalities in such service area, it will inform the Municipality of any such change and, upon acceptance by the Municipality, will grant the Municipality the benefits of such change or benefits under the same conditions applicable to other municipalities.

The Company, for itself, its successors and assigns, reserves the option, however, to reduce the total amount of gas supplied during any one billing year without charge as aforesaid by the amount of any fees which the Municipality may charge the Company for permits, street or parkway openings, or inspections of any kind. Such reduction will be arrived at by the use of the Company's applicable rate for such calculation.

This agreement shall supersede, replace and be in lieu of the provisions as to the supply of gas without charge to the Municipality contained in a letter of the Company addressed to the Mayor and City Council dated December 5, 2022.



MEMORANDUM

Date: November 14, 2023  
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
From: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*  
Subject: Nicor Gas Franchise Agreement

**Issue:** The City's franchise agreement with the Northern Illinois Gas Company (d/b/a Nicor Gas) has expired and needs renewal.

**Analysis:** The City received a proposed agreement renewal from Nicor Gas to construct, operate and maintain a gas distribution system in the Municipality for a term of 50 years commencing January 1, 2024. In exchange, Nicor Gas will supply without charge to the City an amount of gas not to exceed 108,810 therms per year of the agreement to municipal buildings solely for municipal purposes and not for purposes of revenue.

**Recommendation:** We recommend approval of the proposed 50-year franchise agreement with Nicor Gas Company, 1844 Ferry Road, Naperville, Illinois 60563.

**Attachments:**  
Ordinance M-24-23  
Resolution R-221-23  
Exhibit A – Therm Allocation Proposal



CITY OF DES PLAINES

ORDINANCE M - 24 - 23

**AN ORDINANCE AUTHORIZING NORTHERN ILLINOIS GAS COMPANY, D/B/A NICOR GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE AND MAINTAIN A GAS DISTRIBUTING SYSTEM IN AND THROUGH THE CITY OF DES PLAINES, ILLINOIS.**

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

**WHEREAS**, the City's franchise agreement with Northern Illinois Gas Company, d/b/a Nicor Gas Company ("*Nicor*"), has expired; and

**WHEREAS**, City desires to authorize Nicor to construct, operate, and maintain a gas distribution system within the City's rights-of-way ("*Franchise Agreement*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to approve the Franchise Agreement with Nicor;

**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: FRANCHISE AGREEMENT.**

A. That the right, permission and authority be and the same are hereby granted to Nicor, for a term of 50 years, a system for the production, distribution and sale of gas for fuel, heating, power, processing and other purposes within and outside the corporate limits of the City, and to construct, lay, maintain and operate such gas pipes, mains, conductors and other devices, apparatus and equipment as may be necessary or convenient for such system in, under, along and across each and all of the streets, alleys, avenues and other public places in the City, subject to the conditions and regulations hereinafter set forth.

B. All pipes, mains, conductors and other appliances, including connections with service pipes, hereafter laid in streets, alleys, avenues or other public places, shall be laid under the

supervision of the City Department of Public Works, or such other duly authorized agent of the City as the City Council may from time to time designate. All pipes, mains, conductors and other appliances shall be so located as not to injure unnecessarily any drains, sewers, catch basins, water pipes, pavements or other like public improvements, but should any drain, sewer, catch basin, water pipe, pavement or other like public improvement be injured by such location, the Nicor shall forthwith repair the damage caused by such injury to the satisfaction of the City Department of Public Works, or such other duly authorized agent, and in default thereof the City may repair such damage and charge the cost thereof to, and collect the same from, the Nicor. Nicor shall be subject to all reasonable regulations which may now or hereafter be prescribed by general ordinance of the City with respect to the use of the public streets, alleys, avenues and other public places of the City.

C. Nicor shall indemnify, become responsible for and forever save harmless the City from any and all judgments, damages, decrees, costs and expenses, including attorneys' fees, which the Municipality may legally suffer or incur, or which may be legally obtained against the Municipality, for or by reason of the use and occupation of any street, alley, avenue or other public place in the City by Nicor pursuant to the terms of this ordinance or legally resulting from the exercise by Nicor of any of the privileges herein granted; except that the indemnity provided for in this Section 2.C shall not apply to any liability, judgments, damages, decrees, costs and expenses determined by a court of competent jurisdiction to have resulted from the negligence or intentional acts or omissions of City, its agents and employees.

**SECTION 3: ACCEPTANCE BY NICOR.** Within 30 days after passage, this Ordinance shall be accepted by Nicor by its filing with the City Clerk an unconditional written acceptance of this Ordinance, to be duly executed according to law, and a failure of Nicor to so accept this Ordinance within said period of time shall be deemed a rejection hereof by Nicor, and the rights and privileges herein granted shall after the expiration of said period of 30 days, if not so accepted, absolutely cease and determine, unless said period of time shall be extended by the City by

Ordinance duly passed for that purpose and before the expiration of said period of 30 days.

**SECTION 4: BINDING EFFECT.** All provisions of this ordinance which are obligatory upon, or which inure to the benefit of, Nicor shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of Nicor, and the word “Grantee” or “Nicor” wherever appearing in this Ordinance shall include and be taken to mean not only said Northern Illinois Gas Company, d/b/a Nicor Gas Company, but also each and all of such successors and assigns.

**SECTION 5: EFFECTIVE DATE.** This ordinance, if accepted by Nicor as hereinabove provided, shall be in full force and effect as of January 1, 2024, and from and after the effective date shall supersede, cancel, repeal and be in lieu of any and all other existing or prior grants of right, permission and authority by said City to Nicor or any predecessor companies or assignors of Nicor to construct, operate and maintain any system for the production, distribution and sale of gas for fuel, heating, power, processing and any other purposes within the corporate limits of this City, and this ordinance shall likewise cancel all of the obligations under said existing or prior grants.

**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**

CITY OF DES PLAINES

RESOLUTION R - 221 - 23

**A RESOLUTION APPROVING AND ACCEPTING A PROPOSAL FROM NORTHERN ILLINOIS GAS COMPANY, D/B/A NICOR GAS COMPANY, TO PROVIDE GAS TO MUNICIPAL BUILDINGS.**

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

**WHEREAS**, the City Council adopted Ordinance No. M-24-23, approving a franchise agreement with Northern Illinois Gas Company, d/b/a Nicor Gas Company ("*Nicor*") to construct, operate, and maintain a gas distribution system within the City's rights-of-way ("*Franchise Agreement Ordinance*"); and

**WHEREAS**, in consideration for the adoption of the Franchise Agreement Ordinance, Nicor submitted a proposal ("*Proposal*") to the City to provide a supply of gas ("*Therm Allocation*"), without charge to the City, to be used in buildings which may be occupied from time to time by the City solely for municipal purposes, or such part thereof as may from time to time be so occupied, and not for purposes of revenue; and

**WHEREAS**, pursuant to the Proposal, the amount of the Therm Allocation is based on the population of the City as established by each decennial census; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City and the public to accept and approve the Proposal for the Term Allocation from Nicor;

**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 PROPOSAL.** The City Council hereby approves the Proposal from Nicor for the provision of the Therm Allocation in the form attached to this Resolution as **Exhibit A**.

**SECTION 3: EXECUTION.** The City Manager and the City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the Agreement documentation necessary to receive the Therm Allocation.

**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 \_\_\_\_

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

Mayor and City Council  
City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016

Mayor and Council Members:

The undersigned, Northern Illinois Gas Company (d/b/a Nicor Gas Company) (the “Company”), for and in consideration of the adoption by the authorities of the City of Des Plaines, Illinois (the “Municipality”), of an ordinance granting the Company the right to construct, operate and maintain a gas distribution system in the Municipality for a term of 50 years from January 1, 2024 (the “Franchise Ordinance”), hereby agrees for itself, its successors and assigns, that so long as said ordinance shall remain in full force and effect, Company will during each billing year (start and finish of each year shall begin and end with regular meter reading date nearest to January 1) throughout the remainder of the life of said ordinance, supply without charge to the Municipality, an amount of gas not to exceed 108,810 therms (“Therm Allocation”), to be used in buildings which may be occupied from time to time by the Municipality solely for municipal purposes, or such part thereof as may from time to time be so occupied, and not for purposes of revenue.

The Therm Allocation is calculated using the municipality’s population of 60,675 based on the most recent decennial census data. The Therm Allocation will be adjusted by the Company based on each decennial census count. Between decennial census counts, Therm Allocation may be increased on the basis of changes in population of the Municipality as shown by revised or special census. Upon the submission of a written request by the Municipality accompanied by the official State notification of census change, the Therm Allocation will be adjusted by the Company.

For so long as the Franchise Ordinance shall remain in full force and effect, the Municipality’s Therm Allocation will be based on the following revised formula:

First 10,000 of population	3.60 therms per capita;
Next 10,000 of population	2.40 therms per capita;
Next 80,000 of population	1.20 therms per capita;
Next 20,000 of population	1.45 therms per capita;
Over 120,000 of population	1.80 therms per capita.

None of said gas to be supplied without charge to the Municipality, shall be resold for any purpose whatsoever, and in the event the Municipality uses less than the above-mentioned number of therms of gas in any billing year, there shall be no payment due to the Municipality from the Company, or its successors and assigns, for gas not used during that billing year, nor shall any such unused therms be carried over for the following year's use.

In the event the Company's policy in regard to the practice of supplying gas without charge to municipalities in its present service area is changed at any time in the future, or in the event that the Company in the future provides any other gas utility service benefit as a matter of general policy to all municipalities in such service area, it will inform the Municipality of any such change and, upon acceptance by the Municipality, will grant the Municipality the benefits of such change or benefits under the same conditions applicable to other municipalities.

The Company, for itself, its successors and assigns, reserves the option, however, to reduce the total amount of gas supplied during any one billing year without charge as aforesaid by the amount of any fees which the Municipality may charge the Company for permits, street or parkway openings, or inspections of any kind. Such reduction will be arrived at by the use of the Company's applicable rate for such calculation.

This agreement shall supersede, replace and be in lieu of the provisions as to the supply of gas without charge to the Municipality contained in a letter of the Company addressed to the Mayor and City Council dated December 5, 2022.



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

Date: November 14, 2023  
 To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
 From: Timothy Oakley, P.E., CFM, Director of Public Works and Engineering *TO*  
 Subject: Devon Avenue Sidepath – Phase I Engineering Grant Agreements

**Issue:** At the March 6, 2023 meeting, the City Council approved submittal of an Invest in Cook grant application for funding toward preliminary engineering for the Devon Avenue Sidepath project. On July 20, 2023, the City received notification that funding has been awarded. We must enter into a grant agreement with Cook County to access the awarded funds. In addition, the Village of Rosemont has agreed to split the local share of \$75,000 with the City which requires an intergovernmental agreement.

**Analysis:** The *Invest in Cook* program funds improvements that advance the five priorities of *Connecting Cook County*, the County’s first long range transportation plan. The program is one of the only grant programs that provides funding for preliminary engineering. The estimated cost for preliminary engineering of the Devon Avenue sidepath is \$150,000. The City received the maximum award of up to 50% of the preliminary engineering cost (\$75,000). The grant agreement to access the awarded funding is attached.

Upon execution of the grant agreement, the City will conduct a qualifications-based selection process for the selection of a consultant to perform the preliminary engineering. A consultant contract will then be presented to City Council for formal approval. The local match would be funded from budgeted professional services funds.

**Recommendation:** We recommend execution of the attached Intergovernmental Agreement with Cook County to allow access to \$75,000 in awarded Invest in Cook grant funding for the Devon Avenue Sidepath Preliminary Engineering. We also recommend execution of the attached Intergovernmental Agreement with the Village of Rosemont to split the \$75,000 local share.

**Attachments:**

- Attachment 1 – Invest in Cook Award Letter
- Resolution R-222-23
- Exhibit A – Intergovernmental Grant Agreement with Cook County
- Exhibit B – Intergovernmental Grant Agreement with Rosemont





**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

TARA STAMPS

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

MONICA GORDON

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

ANTHONY QUEZADA

8th District

MAGGIE TREVOR

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

JOSINA MORITA

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

July 20, 2023

Andrew Goczkowski  
Mayor  
City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016

Re: Invest in Cook Award Notification

Dear Mayor Goczkowski:

The Cook County Department of Transportation and Highways (CCDoTH) is pleased to inform you that your application has been selected for participation in the 2023 *Invest in Cook* Program.

Specifically, CCDoTH is granting the City of Des Plaines \$75,000 for Preliminary Engineering to support the Devon Avenue Multi-Use Path project. This project as described in your application has been found to align with *Connecting Cook County*, our Long-Range Transportation Plan. In the coming weeks we will provide a draft Intergovernmental Agreement (IGA) for your review and, if necessary, modification using tracked changes. Once the language is finalized with the County, the agreement must be approved by your Board and signed by your Official Designee before it can be presented to the Board of Commissioners for execution by Cook County. Final agreements will be processed by County staff on a first come, first served basis. A fully executed agreement and a Notice to Proceed are needed before work can begin.

Your project was one of nearly 80 applications received seeking more than \$30 million dollars in grants. All applications were carefully reviewed and evaluated by CCDoTH staff. We congratulate you on your selection and look forward to working closely with you on the project's implementation.

If you have any other questions or concerns, please do not hesitate to contact Laura McFadden at (312) 603-1223 or by e-mail at [Laura.McFadden@cookcountyil.gov](mailto:Laura.McFadden@cookcountyil.gov).

Very truly yours,

Jennifer (Sis) Killen, P.E., PTOE  
Superintendent  
Department of Transportation and Highways  
Cook County, Illinois

cc: Zahra Ali, Cook County Chief Administrative Officer

**CITY OF DES PLAINES**

**RESOLUTION R - 222 - 23**

**A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENTS WITH THE COUNTY OF COOK AND THE VILLAGE OF ROSEMONT IN CONNECTION WITH THE DEVON AVENUE SIDEPATH PROJECT.**

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

**WHEREAS**, 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**, on March 6, 2023, the City Council approved Resolution R-58-23, which authorized the submission of an Invest in Cook grant application to the County of Cook ("**County**") for funding toward preliminary engineering services ("**Engineering Services**") necessary to construct a pedestrian and bicycle path along the north side of Devon Ave between Stillwell Drive and Des Plaines River Road in the City ("**Sidepath Project**"); and

**WHEREAS**, the estimated cost of the Engineering Services for the Sidepath Project is \$150,000; and

**WHEREAS**, on July 20, 2023, the City received notification from the County that the City has been awarded grant funding for 50 percent of the cost of the Engineering Services, or \$75,000 ("**Grant**"); and

**WHEREAS**, in order to receive the Grant, the City must enter into an intergovernmental grant agreement with the County ("**Grant Agreement**"); and

**WHEREAS**, the Village of Rosemont ("**Rosemont**") has agreed to pay 50 percent of the local share of the cost of the Engineering Services, or \$37,500; and

**WHEREAS**, the City and Rosemont desire to enter into an intergovernmental agreement to set forth their respective rights and obligations regarding sharing in the cost of the Engineering Costs for the Sidepath Project ("**Local Share Agreement**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into the Grant Agreement with the County and the Local Share Agreement with Rosemont;

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

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

**SECTION 2: APPROVAL OF AGREEMENTS.** The Grant Agreement with the County is approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the General Counsel. The Local Share Agreement is approved in substantially the form attached to this Resolution as **Exhibit B**, and in a final form approved by the General Counsel.

**SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENTS.** The City Manager and the City Clerk are authorized and directed to execute and seal, on behalf of the City, the final Grant Agreement and final Local Share Agreement.

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

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

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

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

\_\_\_\_\_  
**MAYOR**

ATTEST:

Approved as to form:

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**Peter M. Friedman, General Counsel**

**INTERGOVERNMENTAL AGREEMENT**

This **Intergovernmental Agreement** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the County of Cook, a body politic and corporate of the State of Illinois (the “County”), acting by and through its Department of Transportation and Highways (the “Department”), and the City of Des Plaines, a municipal corporation of the State of Illinois (the “Grantee” or “City”). The County and City are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the growth and economic vitality of communities in Cook County by promoting strategic partnerships and investments in transportation;

**WHEREAS**, on August 3, 2016, the Board of Commissioners unanimously approved *Connecting Cook County*, the County’s first long-range transportation plan in 75 years;

**WHEREAS**, *Connecting Cook County* identifies five priorities to shape the County’s transportation policies and capital improvement program:

- Prioritize transit and other transportation alternatives to address congestion on our roads and meet the travel needs of residents who cannot afford a car or choose not to have one;
- Support the region’s role as North America’s freight capital to spur economic growth and job creation;
- Promote equal access to opportunities to achieve greater and more evenly distributed economic growth;
- Maintain and modernize existing transportation facilities to minimize long-term operating costs, safety hazards, delays and congestion, and ensure that today’s investments do not preclude future innovation and growth; and
- Increase investments in transportation to maintain the region’s economic competitiveness;

**WHEREAS**, Invest in Cook is an annual \$8.5 million program that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction of transportation improvements sponsored by local and regional governments and private partners that are consistent with the priorities of *Connecting Cook County*;

**WHEREAS**, since its creation, the Invest in Cook program has leveraged over \$150.7 million in additional federal, state and local funds;

**WHEREAS**, on July 20, 2023, the County informed the City that it had been selected for participation in the 2023 Invest in Cook Program;

**WHEREAS**, the County has agreed to award the City up to \$75,000 toward preliminary engineering costs for construction of a multi-use path along Devon Avenue between Stillwell Drive and Des Plaines River Road (the “Project”);

**WHEREAS**, the Project involves constructing a 10’ multi-use bicycle/pedestrian path, as well as ADA compliant crosswalks and pedestrian signal upgrades at all key crossings;

**WHEREAS**, the multi-use path will fill a gap in the existing bike and pedestrian mobility network;

**WHEREAS**, this Agreement will set forth the Parties’ respective responsibilities and obligations for preliminary engineering, funding and reporting of the Project;

**WHEREAS**, the County, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this Agreement;

**WHEREAS**, the City, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this Agreement; and

**WHEREAS**, this Agreement is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

• **SECTION 1. PRELIMINARY ENGINEERING**

- A. Notice to Proceed. The County’s execution of this Agreement will be deemed a “Notice to Proceed” for the Grantee to commence work on the Project.
- B. Engineering Agreement. The Grantee will enter into an agreement with a professional engineering firm/consultant to perform preliminary engineering services for the Project. In awarding and administering the preliminary engineering agreement, the Grantee will comply with all applicable state and federal laws and regulations. The Grantee will forward a copy of the agreement to the County within 14 calendar days of execution.
- C. RFP Issuance. The County may require the Grantee to utilize a Qualifications-Based Selection (QBS) process in selecting its consultant. If fewer than three qualified consultants submit letters of interest in response to a Request for Proposal (RFP) issued by the Grantee, the County may require the Grantee to reissue the RFP.
- D. Lead Agency. The Grantee will assume overall responsibility for the Project, including ensuring that all required permits and joint participation and/or force agreements are secured.
- E. Project Location. A map showing the Project limits is incorporated into and made a part of this Agreement and attached as Exhibit A.
- F. Schedule. A schedule for the Project is incorporated into and made a part of this Agreement and attached as Exhibit B.

- G. Deliverables. Upon request by the County, the Grantee will provide the County with copies of all deliverables prepared by the consultant and submitted to the Grantee, including, but not limited to, any and all surveys, studies, reports, charts, maps, drawings, agreements, data, plans, specifications, estimates, plats, permits and special provisions.
- H. Meetings. The Grantee and/or its consultant will coordinate and conduct any public meetings or hearings required by the Illinois Department of Transportation (IDOT) or any other state or federal agency for the Project. The Grantee will provide not less than 14 calendar days' advance written notice to the County of the Project kick-off meeting, if applicable, and any such public meetings or hearings.
- I. Draft Project Development Reports. The Grantee will provide the County with electronic copies of any draft Project Development Reports prepared as part of the Project.
- J. Final Project Development Report. The Grantee and/or its consultant will provide IDOT with any and all documents necessary to secure IDOT approval of the Project Development Report (PDR) for the Project. The Grantee will provide the County with one paper copy and an electronic copy of the final approved PDR.
- K. County Permits. The Grantee will apply for and the County will not unreasonably withhold any and all permits for right of access (ingress or egress) and/or temporary use of the County's property within the Project limits to the Grantee and/or its agents, without charge of permit fees to the Grantee.
- L. Submittals. All notices required of the Grantee under this section of the Agreement must be directed to:

Assistant Superintendent  
Attn: Tara Orbon, P.E.  
Cook County Department of Transportation and Highways  
69 W. Washington Street, 24th Floor  
Chicago, IL 60602  
E-mail: [InvestinCook.CC@cookcountyil.gov](mailto:InvestinCook.CC@cookcountyil.gov)

- **SECTION 2. FINANCIAL**

- A. Cost Estimate. Estimated preliminary engineering costs for the Project are \$150,000.
- B. Cost Participation
  - i. Grantee Cost Participation. The Grantee will pay all actual preliminary engineering costs for the Project, subject to reimbursement by the County as described below.

- ii. County Cost Participation. The County will reimburse the Grantee for 50% of actual preliminary engineering costs for the Project, up to, but not to exceed \$75,000. The County reserves the right to modify its percentage and/or maximum contribution towards the Project if, in the sole discretion of the County, there are material changes to the Project's scope of work.

C. Reimbursement Procedures

- i. Advance Payment. Upon full execution of the preliminary engineering agreement for the Project and receipt of an invoice from the Grantee, the County will make an advance payment to the Grantee in the amount of \$37,500. This amount represents 50% of the County's maximum financial contribution under this Agreement.
- ii. Milestone Payment. Upon submittal of the pre-final PDR to IDOT and receipt of an invoice from the Grantee, the County will make a second payment to the Grantee in the amount of \$18,750. The advance and milestone payments to the Grantee represent 75% of the County's maximum financial contribution under this Agreement.
- iii. Final Payment. Upon submittal of the final PDR to IDOT and receipt of an invoice from the Grantee, the County will make a final payment to the Grantee for the balance of the County's financial obligation under this Agreement. The amount of the final payment will reflect actual preliminary engineering costs for the Project and the County's prior payments to the Grantee. If the prior payments made to the Grantee by the County exceed the County's financial obligation under this Agreement, the County may require the Grantee to return any or all excess funds.
- iv. Required Documentation. In order to receive final reimbursement from the County, the Grantee must submit the following documentation along with the final invoice:
  - a. A cover letter addressed to the Department's Assistant Superintendent, including the name of the Project and its associated section number;
  - b. Copies of all cancelled checks paid to the consultant(s) (or copies of the associated bank ledgers reflecting the payments);
  - c. Copies of all associated invoices submitted to the Grantee by the consultant(s) for the services rendered; and
  - d. A copy of the final performance report as described in Section 3.D. below.

If the documentation submitted by the Grantee for final reimbursement is reasonably deemed by the County as not sufficiently documenting the work completed, the County may require further records and supporting documents

to verify the amounts, recipients and uses of all funds invoiced under this Agreement.

- v. Ineligible Costs. The County will not reimburse the Grantee for any costs that are:
  - a. Contrary to the provisions of this Agreement;
  - b. Not directly related to carrying out preliminary engineering services for the Project;
  - c. Not paid by the Grantee or its consultant(s);
  - d. Of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;
  - e. Incurred without the consent of the County after the County has given the Grantee written notice of suspension or termination of any or all of the County's obligations under this Agreement; and/or
  - f. In excess of the County's maximum financial contribution under this Agreement.
- vi. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Assistant Superintendent  
Attn: Tara Orbon, P.E.  
Cook County Department of Transportation and Highways  
69 W. Washington Street, 24th Floor  
Chicago, IL 60602  
E-mail: [InvestinCook.CC@cookcountyil.gov](mailto:InvestinCook.CC@cookcountyil.gov)

- D. Substitutions/Substitute Work. Either Party may request in writing that work or materials be substituted with different work or materials. Provided that the substitute work and/or materials do not unreasonably delay the Project schedule, the Grantee will cause said substitute work and/or materials to be included in the Project. Each Party will pay the costs of substitutions for their associated work items.
- E. Additional Work. Either Party may request in writing that additional work be added to the Project. Provided that the additional work does not unreasonably delay the Project schedule, the Grantee will cause said additional work to be included in the Project. Additional work will be paid for by force account or agreed unit price. Each Party will pay the costs of additional work for their associated work items.
- F. Funding Breakdown. A funding breakdown is incorporated into and made a part of this Agreement and attached as Exhibit C.



• **SECTION 3. REPORTING**

- A. Quarterly Performance Reports. The Grantee will submit quarterly performance reports to the County not later than 30 calendar days after the reporting period as determined by the County. Quarterly performance reports must include the following information:
- i. A cover letter addressed to the Department's Bureau Chief of Strategic Planning and Policy, including the name of the Project and its associated section number;
  - ii. An estimated percentage of preliminary engineering work completed for the Project;
  - iii. A statement indicating whether preliminary engineering work for the Project is on, behind or ahead of schedule;
  - iv. A record of preliminary engineering activities and expenditures to date and for the current reporting period;
  - v. A forecast of quarterly preliminary engineering activities and expenditures for the remainder of the Project; and
  - vi. Any significant changes to the Project schedule.
- B. Extensions. The Grantee may request to extend the due date of any quarterly performance reports and the County will reasonably consider any such requests.
- C. Use of Reports. The County will use quarterly performance reports to compare the rate of the Grantee's actual expenditures to the planned amounts in the approved funding breakdown for the Project (Exhibit C) and to track preliminary engineering activities against the approved milestones in the Project schedule (Exhibit B).
- D. Final Performance Report. The Grantee must submit a final performance report with its request for final reimbursement. The final report should describe cumulative preliminary engineering activities, including a complete description of the Grantee's achievements with respect to the Project's objectives and milestones. The County will not issue final reimbursement until the Grantee submits the final performance report.
- E. Report Format. The Grantee will use whatever forms or documents are required by the County in submitting quarterly and final performance reports.
- F. Failure to Report. The Grantee understands and agrees that the failure to submit timely and complete performance reports will result in the delay of funds and/or the denial of future funding.

- G. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Bureau Chief of Strategic Planning and Policy  
Attn: Jesse Elam  
Cook County Department of Transportation and Highways  
69 W. Washington Street, 23rd Floor  
Chicago, IL 60602  
E-mail: [InvestinCook.CC@cookcountyil.gov](mailto:InvestinCook.CC@cookcountyil.gov)

• **SECTION 4. GENERAL CONDITIONS**

- A. Authority to Execute. The Parties have read and reviewed the terms of this Agreement and by their signatures as affixed below represent that the signing party has the authority to execute this Agreement and that the Parties intend to be bound by the terms and conditions contained herein.
- B. Binding Successors. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and approved assigns.
- C. Compliance with Laws, Rules and Regulations. The Parties will at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this Agreement.
- D. Conflicts of Interest. The Grantee understands and agrees that no director, officer, agent or employee of the Grantee may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this Agreement; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this Agreement; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing their vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract or agreement.
- E. Conflict with Exhibits. In the event of a conflict between any exhibit attached hereto and the text of this Agreement, the text of this Agreement will control.
- F. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will be deemed one and the same instrument.
- G. County Section Number. The Project is hereby designated as County section number 23-IICBP-05-ES. The Parties will include County section number 23-IICBP-05-ES on all Project-related submittals, including, but not limited to, written correspondence and invoices.

- H. Designation of Representatives. Not later than 14 calendar days after the Effective Date of this Agreement, as defined in Section 4.J. below, each Party will designate in writing a full-time representative for carrying out this Agreement. Each representative will have the authority, on behalf of the respective Party, to make decisions relating to the work covered by this Agreement. Representatives may be changed, from time to time, by subsequent written notice. Each representative will be readily available to the other.
- I. Dispute Resolution. In the event of any dispute, claim, question or disagreement arising out of the performance of this Agreement, the Parties will consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement. In the event the Parties cannot mutually agree on the resolution of the dispute, claim, question or disagreement, the decision of the Department's Superintendent will be final.
- J. Effective Date. The Effective Date of this Agreement will be the date that the last authorized signatory signs and dates the Agreement, which date will be inserted on the first page of this Agreement. This Agreement will become effective only in the event the corporate authorities of each Party approve this Agreement.
- K. Electronic Signatures. A signed copy of this Agreement transmitted by facsimile, electronic mail or other means of electronic submission will be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.
- L. Entire Agreement. This Agreement constitutes the entire agreement of the Parties concerning all matters specifically covered by this Agreement and supersedes all prior written and oral agreements, commitments and understandings among the Parties. There are no representations, covenants, promises or obligations not contained in this Agreement that form any part of this Agreement or upon which any of the Parties is relying upon in entering into this Agreement.
- M. Force Majeure. Neither Party will be liable for any delay or non-performance of its obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or natural disasters.
- N. Inactivity. The County may terminate this Agreement if the preliminary engineering agreement for the Project is not executed by the Grantee within one year after the Effective Date of this Agreement.
- O. Indemnification. The Grantee will indemnify, defend and hold harmless the County and its commissioners, officers, directors, employees and agents, and their respective heirs, successors and assigns, from and against any and all claims, liabilities, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlement or judgments, caused by the negligent acts, omissions or willful misconduct of the Grantee, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

- P. Modification. This Agreement may only be modified by a written instrument executed by the Department's Superintendent and an authorized representative of the Grantee.
- Q. No Individual or Personal Liability. The Parties agree that the actions taken and the representations made by each respective Party and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any Party will incur personal liability in conjunction with this Agreement.
- R. No Third-Party Beneficiaries. This Agreement is not intended to benefit any person, entity or municipality not a party to this Agreement, and no other person, entity or municipality will be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any Party will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.
- S. Notices. Unless otherwise specified, all reports, notices and other communications related to this Agreement will be in writing and will be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:
- To the COUNTY: Superintendent  
Attn: Jennifer "Sis" Killen, P.E., PTOE  
Cook County Department of Transportation and Highways  
69 W. Washington Street, 24th Floor  
Chicago, IL 60602  
E-mail: [InvestinCook.CC@cookcountyil.gov](mailto:InvestinCook.CC@cookcountyil.gov)
- To the GRANTEE: City of Des Plaines  
Attn: Tim Oakley  
Director of Public Works & Engineering  
1420 Miner Street  
Des Plaines, IL 60016  
E-mail: [toakley@desplaines.org](mailto:toakley@desplaines.org)
- T. Recitals. The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into and made a part of this Agreement.
- U. Records Maintenance. The Grantee will maintain during the term of this Agreement and for a period of three years thereafter complete and adequate financial records, accounts and other records to support all Project expenditures. These records and accounts will include, but not be limited to, records providing a full description of each activity being assisted with County funds; a general ledger that supports the costs being charged to the

County; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules.

- V. Reviews and Audits. The Grantee will give the County access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of County funds under this Agreement to necessitate any reviews or audits.
- W. Section Headings. The descriptive section and subsection headings used in this Agreement are for convenience only and do not control or affect the meaning or construction of any of the provisions thereof.
- X. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term will be excluded to the extent of such invalidity or unenforceability; all other terms hereof will remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term will be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- Y. Suspension; Early Termination. Subject to Section 4.M. above, if the County determines that the Grantee has not complied with or is not complying with, has failed to perform or is failing to perform, has not met or is not meeting significant Project milestones or objectives, or is in default under any of the provisions of this Agreement, whether due to failure or inability to perform or any other cause whatsoever, the County, after written notification to the Grantee of said non-compliance or default and failure by the Grantee to correct said violations within 60 calendar days, may:
  - i. Suspend or terminate this Agreement in whole or in part by written notice, and/or;
  - ii. Demand refund of any funds disbursed to the Grantee;
  - iii. Temporarily withhold payments pending correction of deficiencies by the Grantee;
  - iv. Disallow all or part of the cost of the activity or action not in compliance; or
  - v. Take other remedies legally available.
- Z. Termination. Unless extended by the Department's Superintendent or their designee in writing, this Agreement terminates upon the City's submittal of the final PDR to IDOT and final reimbursement by the County, or November 30, 2027, whichever date is earlier.
- AA. Venue and Applicable Law. All questions of interpretation, construction and enforcement, and all controversies with respect to this Agreement, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The

Parties agree that, for the purposes of any litigation relative to this Agreement and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the Parties consent to the *in personam* jurisdiction of said Courts for any such action.

BB. Waiver of Default. The failure by the County or Grantee to seek redress for violation of or to insist upon strict performance of any condition or covenant of this Agreement will not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this Agreement will be deemed waived by the County or Grantee unless such provision is waived in writing.

*(signature page to follow)*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY CITY OF DES PLAINES:

\_\_\_\_\_  
Toni Preckwinkle  
President  
Cook County Board of Commissioners

\_\_\_\_\_  
Andrew Goczkowski  
Mayor

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST: \_\_\_\_\_  
County Clerk

ATTEST: \_\_\_\_\_  
City Clerk

RECOMMENDED BY:

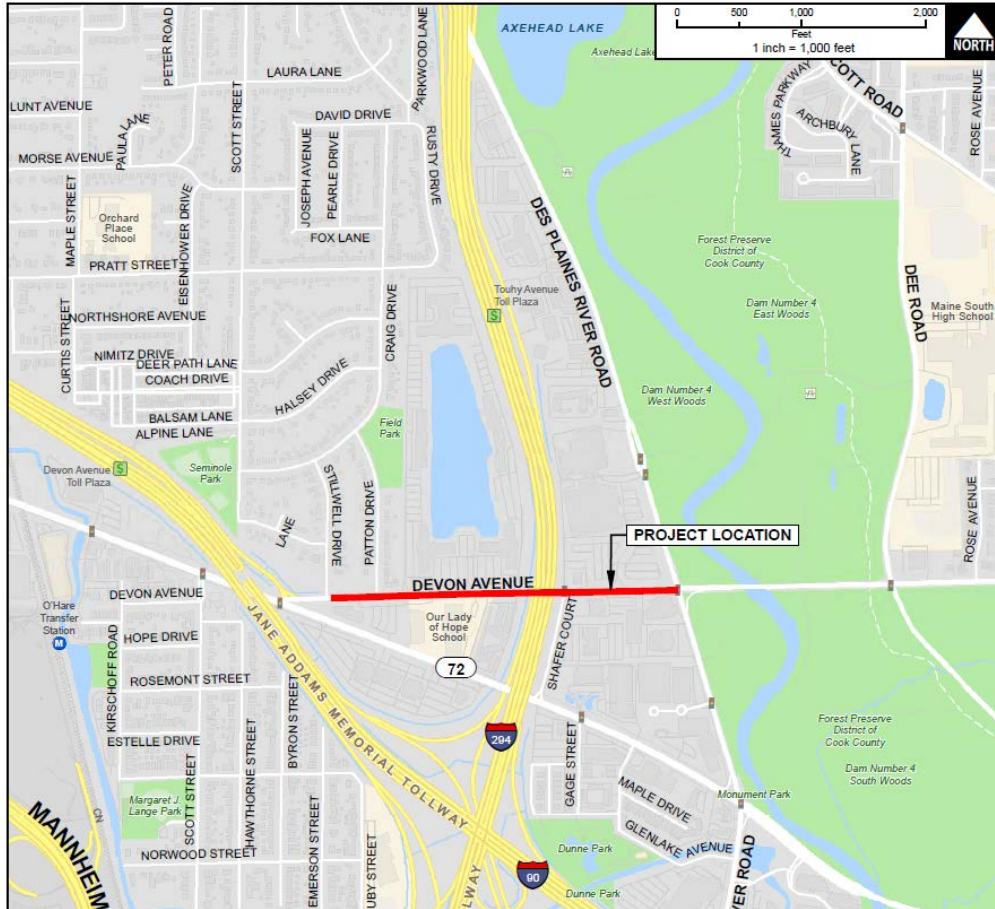
APPROVED AS TO FORM:  
Kimberly M. Foxx, State's Attorney

\_\_\_\_\_  
Jennifer "Sis" Killen, P.E., PTOE  
Superintendent  
County of Cook  
Department of Transportation and Highways

By: \_\_\_\_\_  
Assistant State's Attorney

### Exhibit A

### Location Map for Devon Avenue Multi-Use Path





**Exhibit B**  
**Project Schedule**

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	<b>Description</b>	<b>Date</b>
Milestone 1	Phase I	06/01/2024
Milestone 2	Phase 2	01/31/2025
Milestone 3	Construction	10/31/2025

**Exhibit C**

**Funding Breakdown**

<b>PHASE</b>	<b>GRANTEE SHARE</b>	<b>COUNTY SHARE</b>
Preliminary Engineering Services	Balance	50%, Up to, but not to exceed, \$75,000

**INTERGOVERNMENTAL AGREEMENT**

This **Intergovernmental Agreement** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Village of Rosemont, a municipal corporation (the Village) and the City of Des Plaines, a municipal corporation of the State of Illinois (the “Grantee” or “City”). The Village and The City are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the growth and economic vitality of communities in Cook County by promoting strategic partnerships and investments in transportation;

**WHEREAS**, on August 3, 2016, the Board of Commissioners unanimously approved *Connecting Cook County*, the County’s first long-range transportation plan in 75 years;

**WHEREAS**, *Connecting Cook County* identifies five priorities to shape the County’s transportation policies and capital improvement program:

- Prioritize transit and other transportation alternatives to address congestion on our roads and meet the travel needs of residents who cannot afford a car or choose not to have one;
- Support the region’s role as North America’s freight capital to spur economic growth and job creation;
- Promote equal access to opportunities to achieve greater and more evenly distributed economic growth;
- Maintain and modernize existing transportation facilities to minimize long-term operating costs, safety hazards, delays and congestion, and ensure that today’s investments do not preclude future innovation and growth; and
- Increase investments in transportation to maintain the region’s economic competitiveness;

**WHEREAS**, Invest in Cook is an annual \$8.5 million program that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction of transportation improvements sponsored by local and regional governments and private partners that are consistent with the priorities of *Connecting Cook County*;

**WHEREAS**, since its creation, the Invest in Cook program has leveraged over \$150.7 million in additional federal, state and local funds;

**WHEREAS**, on July 20, 2023, the County informed the City of Des Plaines that it had been selected for participation in the 2023 Invest in Cook Program;

**WHEREAS**, the COUNTY has agreed to award the City of Des Plaines up to One Hundred Fifty Thousand Dollars (\$150,000) toward preliminary engineering costs to create the Devon Avenue multi-use path between Stillwell Drive and Des Plaines River Road (the "PROJECT"); and the Village has agreed to reimburse the City for up to half of the local share for preliminary engineering for the PROJECT.

**WHEREAS**, the City and the Village desire to construct a new multi-use path to fill a gap in the existing bike and pedestrian mobility network;

**WHEREAS**, the proposed project involves constructing a multi-use bicycle/pedestrian 10' path as well as ADA compliant crosswalks and pedestrian signal upgrades at all key crossings;

**WHEREAS**, this Agreement will set forth the Parties' respective responsibilities and obligations for preliminary engineering, funding and reporting of the Project;

**WHEREAS**, the City and the Village, by virtue of their powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this Agreement; and

**WHEREAS**, this Agreement is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- **SECTION 1. PRELIMINARY ENGINEERING**

- A. Engineering Agreement. The Grantee with input from the Village will enter into an agreement with a professional engineering firm/consultant to perform preliminary engineering services for the Project. In awarding and administering the preliminary engineering agreement, the Grantee will comply with all applicable state and federal laws and regulations. The Grantee will forward a copy of the agreement to the Village within 14 calendar days of execution.
- B. Lead Agency. The Grantee will assume overall responsibility for the Project, including ensuring that all required permits and joint participation and/or force agreements are secured. The Village will assist the Grantee.
- C. Project Location. A map showing the Project limits is incorporated into and made a part of this Agreement and attached as Exhibit B.
- D. Meetings. The Grantee and/or its consultant will coordinate and conduct any public meetings or hearings required by the Illinois Department of Transportation (IDOT) or any other state or federal agency for the Project. The Grantee will provide not less than 14 calendar days' advance written notice to the Village of the Project kick-off meeting, if applicable, and any such public meetings or hearings.
- E. Draft Project Development Reports. The Grantee will provide the Village with electronic copies of any draft Project Development Reports prepared as part of the Project.
- F. Final Project Development Report. The Grantee and/or its consultant will provide IDOT with any and all documents necessary to secure IDOT approval of the Project

Development Report (PDR) for the Project. The Grantee will provide the Village with one paper copy and an electronic copy of the final approved PDR.

- G. County Permits. The Grantee will apply for and the County will not unreasonably withhold any and all permits for right of access (ingress or egress) and/or temporary use of the County's property within the Project limits to the Grantee and/or its agents, without charge of permit fees to the Grantee.

• **SECTION 2. FINANCIAL**

- A. Cost Estimate. Estimated preliminary engineering costs for the Project are \$150,000.

B. Cost Participation

- i. Grantee Cost Participation. The Grantee will pay all actual preliminary engineering costs for the Project, subject to reimbursement by the County as described below.
- ii. County Cost Participation. The County will reimburse the Grantee for 50% of actual preliminary engineering costs for the Project, up to, but not to exceed \$75,000 (Seventy Five Thousand Dollars). The Village will reimburse the City for 25% of the actual preliminary engineering costs for the Project, up to, but not exceed \$37,500.

C. Reimbursement Procedures

- i. Milestone Payment. Upon submittal of the draft PDR to IDOT and receipt of an invoice from the Grantee, the Village will make a payment to the Grantee in the amount of \$18,750. The milestone payment to the Grantee represents 50% of the Village's maximum financial contribution under this Agreement.
- ii. Final Payment. Upon approval of the final PDR by IDOT and receipt of an invoice from the Grantee, the Village will make a final payment to the Grantee for the balance of the Village's financial obligation under this Agreement. The amount of the final payment will reflect actual preliminary engineering costs for the Project and the Village's prior payments to the Grantee.
- iii. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Village of Rosemont  
Attn: Mayor Bradley Stephens  
9501 W. Devon Avenue  
Rosemont, IL 60018  
E-mail: StephensB@VillageOfRosemont.org

• **SECTION 4. GENERAL CONDITIONS**

- A. Authority to Execute. The Parties have read and reviewed the terms of this Agreement and by their signatures as affixed below represent that the signing party has the authority to execute this Agreement and that the Parties intend to be bound by the terms and conditions contained herein.
- B. Binding Successors. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and approved assigns.
- C. Compliance with Laws, Rules and Regulations. The Parties will at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this Agreement.
- D. Conflicts of Interest. The Grantee understands and agrees that no director, officer, agent or employee of the Grantee may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this Agreement; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this Agreement; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing their vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract or agreement.
- E. Conflict with Exhibits. In the event of a conflict between any exhibit attached hereto and the text of this Agreement, the text of this Agreement will control.
- F. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will be deemed one and the same instrument.
- G. County Section Number. The Project is hereby designated as County section number 23-IICBP-05-ES. The Parties will include County section number 23-IICBP-05-ES on all Project-related submittals, including, but not limited to, written correspondence and invoices.
- H. Designation of Representatives. Not later than 14 calendar days after the Effective Date of this Agreement, as defined in Section 4.J below, each Party will designate in writing a full-time representative for carrying out this Agreement. Each representative will have the authority, on behalf of the respective Party, to make decisions relating to the work covered by this Agreement. Representatives may be changed, from time to time, by subsequent written notice. Each representative will be readily available to the other.
- I. Dispute Resolution. In the event of any dispute, claim, question or disagreement arising out of the performance of this Agreement, the Parties will consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement. In the

event the Parties cannot mutually agree on the resolution of the dispute, claim, question or disagreement, the decision of the Department's Superintendent will be final.

- J. Effective Date. The Effective Date of this Agreement will be the date that the last authorized signatory signs and dates the Agreement, which date will be inserted on the first page of this Agreement. This Agreement will become effective only in the event the corporate authorities of each Party approve this Agreement.
- K. Electronic Signatures. A signed copy of this Agreement transmitted by facsimile, electronic mail or other means of electronic submission will be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.
- L. Entire Agreement. This Agreement constitutes the entire agreement of the Parties concerning all matters specifically covered by this Agreement and supersedes all prior written and oral agreements, commitments and understandings among the Parties. There are no representations, covenants, promises or obligations not contained in this Agreement that form any part of this Agreement or upon which any of the Parties is relying upon in entering into this Agreement.
- M. Force Majeure. Neither Party will be liable for any delay or non-performance of its obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or natural disasters.
- N. Inactivity. The County may terminate this Agreement if the preliminary engineering agreement for the Project is not executed by the Grantee within one year after the Effective Date of this Agreement.
- O. Indemnification. The Grantee and the Village will each indemnify, defend and hold harmless the other and its commissioners, trustees, officers, directors, employees and agents, and their respective heirs, successors and assigns, from and against any and all claims, liabilities, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlement or judgments, caused by the negligent acts, omissions or willful misconduct of the other, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.
- P. Modification. This Agreement may only be modified by a written instrument executed by the Department's Superintendent and an authorized representative of the Grantee.
- Q. No Individual or Personal Liability. The Parties agree that the actions taken and the representations made by each respective Party and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any Party will incur personal liability in conjunction with this Agreement.

- R. No Third-Party Beneficiaries. This Agreement is not intended to benefit any person, entity or municipality not a party to this Agreement, and no other person, entity or municipality will be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any Party will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.
- S. Notices. Unless otherwise specified, all reports, notices and other communications related to this Agreement will be in writing and will be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:
- To the VILLAGE: Village of Rosemont  
Attn: Mayor Bradley Stephens  
9501 W. Devon Avenue  
Rosemont, IL 60018  
E-mail: StephensB@VillageOfRosemont.org
- To the GRANTEE: City of Des Plaines  
Attn: Tim Oakley  
Director of Public Works & Engineering  
1420 Miner Street  
Des Plaines, IL 60016  
E-mail: toakley@desplaines.org
- T. Recitals. The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into and made a part of this Agreement.
- U. Records Maintenance. The Grantee will maintain during the term of this Agreement and for a period of three years thereafter complete and adequate financial records, accounts and other records to support all Project expenditures. These records and accounts will include, but not be limited to, records providing a full description of each activity being assisted with County funds; a general ledger that supports the costs being charged to the County; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules.
- V. Reviews and Audits. The Grantee will give the Village access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of County funds under this Agreement to necessitate any reviews or audits.



- W. Section Headings. The descriptive section and subsection headings used in this Agreement are for convenience only and do not control or affect the meaning or construction of any of the provisions thereof.
- X. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term will be excluded to the extent of such invalidity or unenforceability; all other terms hereof will remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term will be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- Y. Suspension; Early Termination. Subject to Section 4.M above, if the Village determines that the Grantee has not complied with or is not complying with, has failed to perform or is failing to perform, has not met or is not meeting significant Project milestones or objectives, or is in default under any of the provisions of this Agreement, whether due to failure or inability to perform or any other cause whatsoever, the Village, after written notification to the Grantee of said non-compliance or default and failure by the Grantee to correct said violations within 60 calendar days, may:
- i. Suspend or terminate this Agreement in whole or in part by written notice, and/or;
  - ii. Demand refund of any funds disbursed to the Grantee;
  - iii. Temporarily withhold payments pending correction of deficiencies by the Grantee;
  - iv. Disallow all or part of the cost of the activity or action not in compliance; or
  - v. Take other remedies legally available.
- Z. Termination. Unless extended in writing, this Agreement terminates upon approval of the final PDR by IDOT and final reimbursement by the County, or November 30, 2027, whichever date is earlier.
- AA. Venue and Applicable Law. All questions of interpretation, construction and enforcement, and all controversies with respect to this Agreement, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Parties agree that, for the purposes of any litigation relative to this Agreement and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the Parties consent to the *in personam* jurisdiction of said Courts for any such action.
- BB. Waiver of Default. The failure by the Village or Grantee to seek redress for violation of or to insist upon strict performance of any condition or covenant of this Agreement will not constitute a waiver of any such breach or subsequent breach of such covenants, terms,

conditions, rights and remedies. No provision of this Agreement will be deemed waived by the Village or Grantee unless such provision is waived in writing.

*(signature page to follow)*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates indicated.

EXECUTED BY THE VILLAGE OF ROSEMONT:

EXECUTED BY CITY OF DES PLAINES:

\_\_\_\_\_  
Bradley Stephens  
Mayor

\_\_\_\_\_  
Andrew Goczkowski  
Mayor

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

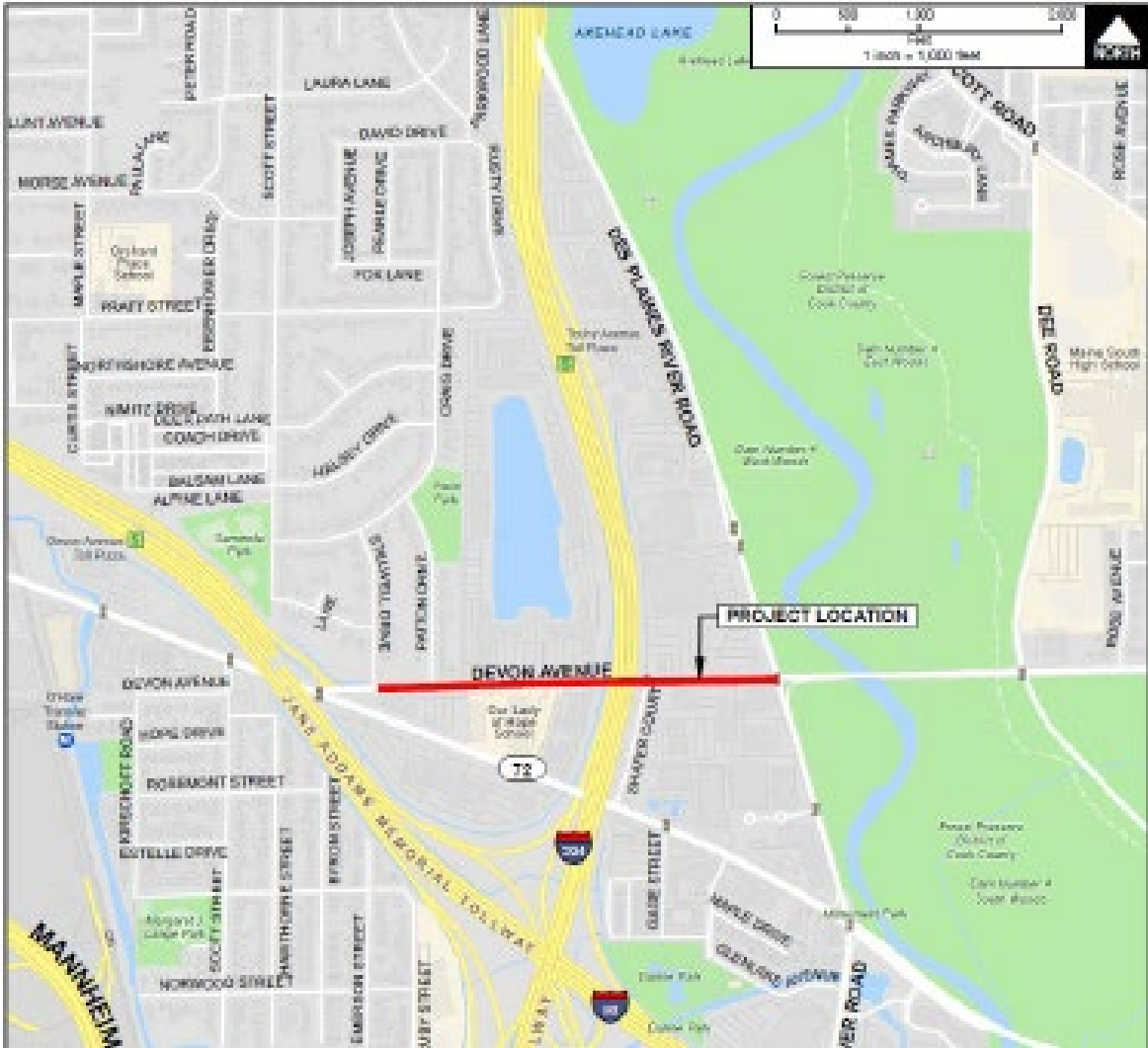
ATTEST: \_\_\_\_\_  
Village Clerk

ATTEST: \_\_\_\_\_  
City Clerk

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### Exhibit A

Location Map for Devon Avenue Multi-Use Path



**Exhibit B**

**Project Schedule**

	<b>Description</b>	<b>Date</b>
Milestone 1	Phase I	06/01/2024
Milestone 2	Phase II	01/31/2025
Milestone 3	Construction	10/31/2025

**Exhibit C**

**Funding Breakdown**

<b>PHASE</b>	<b>GRANTEE SHARE</b>	<b>VILLAGE SHARE</b>
Preliminary Engineering Services	\$75,000	Up to 25%, but not to exceed, \$37,500



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

MEMORANDUM

Date: November 21, 2023  
 To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
 From: Robert Greenfield, Superintendent of Utility Services *RG*  
 Cc: Timothy Watkins, Assistant Director of Public Works and Engineering  
 Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering  
 Subject: Task Order #1 - Water Main Repairs

**Issue:** Due to continued incidents of water main breaks in the City, outside contractors need to be used to assist with water main break repairs and water service repairs.

**Analysis:** Over the past months, we have experienced a large number of water main breaks. Since January 1<sup>st</sup>, we have had 285 water main breaks. In many cases, we have had to replace the water main instead of repairing it with a repair sleeve. Since the work requires immediate attention, we contacted outside contractors who the City has previously worked with to assist with these efforts on a force account (time and material) basis. Additionally, we have identified locations that need some additional repairs that will improve the reliability of our water system.

Berger Excavating Contractors has a positive existing relationship with the City and has performed these types of services in the past without any issues. The contractor has previously assisted with emergency water system repairs on a force account basis pursuant to Illinois Department of Transportation standards. Berger Excavating has submitted Task Order #1 to provide these additional services in the amount of \$250,000.00. As the year progresses, we anticipate the need for additional contractual services for water system repairs which is included in this amount.

**Recommendation:** We recommend approval of Task Order #1 with Berger Excavating Contractors, 1205 N. Garland Road, Wauconda, Illinois, 60084, in the amount of \$250,000.00. Source of funding will be the Water Fund.

**Attachments:**  
 Resolution R-223-23  
 Exhibit A – Task Order #1

**CITY OF DES PLAINES**

**RESOLUTION R - 223 - 23**

**A RESOLUTION APPROVING TASK ORDER NO. 1 WITH BERGER EXCAVATING CONTRACTORS, INC. FOR ADDITIONAL WATER SERVICE REPAIR SERVICES.**

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

**WHEREAS**, on November 6, 2023, the City Council approved Resolution R-202-23, which authorized the City to enter into a master contract ("**Master Contract**") with Berger Excavating Contractors, Inc. ("**Contractor**") to perform certain construction and underground utility services for the City as such services are needed over time; and

**WHEREAS**, since the beginning of the year, the City has experienced a large number of water main breaks that required immediate attention and Contractor assisted with the repairs on a force account basis pursuant to Illinois Department of Transportation standards; and

**WHEREAS**, the City has identified several locations that need additional repairs, which repairs will improve the reliability of the City's water system, including installing fire hydrants, replacing valves, transferring water services, and repairing future broken water mains within the City ("**Additional Repair Services**"); and

**WHEREAS**, given the City's positive existing relationship with the Contractor, and the Contractor's knowledge of the City's water system, Public Works and Engineering staff requested that Contractor provide a proposal to perform the Additional Repair Services; and

**WHEREAS**, the City desires to enter into Task Order No. 1 under the Master Contract with Contractor for the procurement of the Additional Repair Services in the not-to-exceed amount of \$250,000 ("**Task Order No. 1**"); and

**WHEREAS**, the City has sufficient funds in the Water Fund for the procurement of the Additional Services from Contractor; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements in the City Code and enter into and Task Order No. 1 with Contractor;

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

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



**SECTION 2: WAIVER OF COMPETITIVE BIDDING.** The requirement that competitive bids be solicited for the procurement of the Additional Repair Services is hereby waived.

**SECTION 3: APPROVAL OF TASK ORDER NO. 1.** The City Council hereby approves Task 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 TASK 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, final Task 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**

Approved as to form:

ATTEST:

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**Peter M. Friedman, General Counsel**

DP-Resolution Approving Task Order No. 1 with Berger Excavating Contractors

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated November 6, 2023 between the City of Des Plaines (the "City") and BERGER EXCAVATING CONTRACTORS, INC. ("Contractor"), the Parties agree to the following Task Number 1:

[Check applicable boxes and insert required information.]

1. **Project:**

Install 3-Fire Hydrants, Replace 3-12" Valves and Valve Vaults, Transfer 37 Water Services from the Existing 6" Water Main to the 12" Water Main and Emergency Repairs Various Broken Water Mains Within the City

2. **Work Site:**

Cordial Drive and other various locations within the City.

3. **Permits, Licenses, Approvals, and Authorizations:**

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

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

No Exceptions

4. **Commencement Date:**

the date of execution of the Contract by Owner.

\_\_\_\_\_ days after execution of the Contract by Owner.

November 6, 2023

**5. Completion Date:**

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

March 31, 2024, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

**6. Insurance Coverage:**

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

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

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

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

All employees must be included as insureds.

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

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

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)

- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

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

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

All employees must be included as insured.

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

The Additional Insured endorsement must identify Owner as follows:

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

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

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____

7. **Contract Price:**

**SCHEDULE OF PRICES**

A. LUMP SUM CONTRACT

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

\$ \_\_\_\_\_

All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2012, without limitation to “extra work.” Contractor shall be paid in installments (see below). Contractor must submit Pay Requests including itemized statements of the cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.

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

\$250,000.00

**B. UNIT PRICE CONTRACT**

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

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

**COMPLETE TABLE AS INDICATED**

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

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

\$ \_\_\_\_\_



C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

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

\$ \_\_\_\_\_

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

**COMPLETE TABLE AS INDICATED**

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

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

\$ \_\_\_\_\_

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

**8. Progress Payments:**

A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments.

The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work will be determined as follows:

- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

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

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

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



9. **Per Diem Administrative Charge:**

\$ \_\_\_\_\_

No Charge

10. **Standard Specifications:**

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

"State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

"Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

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

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

See Attachment D for any special project requirements.

CITY

CONTRACTOR

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering



\_\_\_\_\_  
Signature  
Julie Chamberlain  
Name (printed or typed)

\_\_\_\_\_, 20\_\_\_\_  
Date

November 14<sup>th</sup>, 2023  
Date

If compensation increase greater than \$2,500, then the City Manager's signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$25,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 21, 2023

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

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

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

Subject: Professional Services Master Contract and Task Order No. 1 with Architectural Consulting Group, Ltd.

---

**Issue:** The Public Works and Engineering Department requests a 3-year Master Contract for professional architectural services and Task Order No. 1 for contract preparation services with Architectural Consulting Group, Ltd. (ACG). Their current contract expires on December 31, 2023.

**Analysis:** ACG has been providing design and consulting services to the City for the past several years. ACG has performed multiple project designs and knows the City's structures in detail. The City primarily uses ACG to provide additional support on an as-needed basis for design services for building improvements and remodeling. ACG defines each project as individual tasks and provides proposals for each. Each task exceeding \$25,000 is then presented to the City Council for approval.

ACG completed roof and façade inspections at sixteen City-owned properties and has identified several City-owned properties that need roof and façade rehabilitation. ACG has provided a proposal, Task Order No. 1, for contract document preparation and field services for roof rehabilitation at the main building at Public Works, the Des Plaines History Museum, the Des Plaines Food Pantry, Fire Station #63, and the exterior façade assessment and rehabilitation of the Training Tower at Fire Station #63, including general inspection and field documentation, in the amount of \$79,920.

**Recommendation:** We recommend approval of the Professional Services Master Contract between the City of Des Plaines and Architectural Consulting Group, LTD., 422 N. Hough St., Barrington, Illinois 60010 for professional architectural services. Also, we recommend the City Council approve Task Order #1 in the amount of \$79,920 for contract preparation services. This Task Order will be funded from the Facilities Replacement Fund and Facilities and Grounds Fund.

**Attachments:**

Resolution R-224-23  
Exhibit A – Master Contract  
Exhibit B – Task Order No. 1

**CITY OF DES PLAINES**

**RESOLUTION R - 224 - 23**

**A RESOLUTION APPROVING A MASTER CONTRACT AND TASK ORDER NO. 1 WITH ARCHITECTURAL CONSULTING GROUP, LTD FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES.**

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

**WHEREAS**, the City desires to retain an architectural firm to perform certain architectural and engineering services for the City as such services are needed over time ("*Architectural and Engineering Services*"); and

**WHEREAS**, Architectural Consulting Group, Ltd. ("*Consultant*") has performed Architectural and Engineering Services for the City in the past to the City's satisfaction; and

**WHEREAS**, the City desires to enter into a master contract with Consultant to perform Architectural and Engineering Services as required by the City ("*Master Contract*") pursuant to task orders issued by the City in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines, the City's purchasing policy, and the Master Contract; and

**WHEREAS**, the City has identified the need to have certain Architectural and Engineering Services performed, including contract document preparation and field services for roof rehabilitation at the main building at Public Works, the Des Plaines History Museum, the Des Plaines Food Pantry, Fire Station #63, and the exterior façade assessment and rehabilitation of the Training Tower at Fire Station #63, including general inspection and field documentation, ("*Rehabilitation Services*"); and

**WHEREAS**, in accordance with Section 1-10-14 of the City Code of the City of Des Plaines, City staff has determined that the procurement of the Rehabilitation Services is not adapted to award by competitive bidding because the Rehabilitation Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

**WHEREAS**, Consultant submitted a proposal to perform the Rehabilitation Services in the amount of \$79,920; and

**WHEREAS**, the City desires to enter into Task Order No. 1 under the Master Contract with Consultant for the performance of Rehabilitation Services in the not-to-exceed amount of \$79,920 ("*Task Order No. 1*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City and the public to approve and enter into the Master Contract and Task Order No. 1 with Consultant;

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

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

**SECTION 2: APPROVAL OF MASTER CONTRACT.** The Master Contract is approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 3: AUTHORIZATION TO EXECUTE MASTER CONTRACT.** The City Manager and the City Clerk are authorized and directed to execute and seal, on behalf of the City, the final Master Contract.

**SECTION 4: APPROVAL OF TASK ORDER NO. 1.** Task Order No. 1 is approved in substantially the form attached to this Resolution as **Exhibit B**, and in a final form to be approved by the General Counsel.

**SECTION 5: AUTHORIZATION TO EXECUTE TASK ORDER NO. 1.** The City Manager and the City Clerk are authorized and directed to execute and seal, on behalf of the City, final Task Order No. 1.

**SECTION 6: 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:

ATTEST:

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**Peter M. Friedman, General Counsel**

Master Contract  
Between the City of Des Plaines  
And Architectural Consulting Group, Ltd.  
For Professional Architectural/Engineering Services

Master Contract  
Between the City of Des Plaines  
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Master Contract  
Between The City of Des Plaines  
And Architectural Consulting Group, Ltd.  
For Professional Architectural/Engineering Services

This contract (the “*Master Contract*”) is dated as of **December 4, 2023** (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and Architectural Consulting Group, Ltd. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE 1. THE SERVICES**

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$25,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2026 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its

own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

## ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in each Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to

claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order (“*Final Payment*”). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant’s sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys’ fees, of correcting any of the matters stated in this Section or exercising any one or more of the City’s remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City’s determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys’ fees (collectively “*Costs*”) incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City’s request and expense.

### **ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES**

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant’s experience and qualifications, and those opinions represent the Consultant’s best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

#### **ARTICLE 4. TASK CHANGE ORDERS; DELAYS**

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$25,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

## ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

### 5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

### 5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.



(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

## ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the

negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

## **ARTICLE 7. INFORMAL DISPUTE RESOLUTION**

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

## **ARTICLE 8. TERMINATION**

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not

entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "Breach" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has

approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

## ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on

any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:  
City of Des Plaines  
Public Works and Engineering Department  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attn: Director of Public Works  
And Engineering

with a copy to:  
Elrod Friedman LLP  
325 N. LaSalle Street, Suite 450  
Chicago, Illinois 60654  
Attn: Peter Friedman, General Counsel

If to the Consultant:  
Architectural Consulting Group, Ltd.  
303 N. Northwest Highway, Suite 205  
Barrington, IL 60010  
Attn: Thomas F. Zordan, AIA

with a copy to:

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other

approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant’s improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

City of Des Plaines

Architectural Consulting Group, Ltd.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Michael G. Bartholomew

Name: Thomas F. Zordan

Title: City Manager

Title: President

APPROVED AS TO FORM ONLY

\_\_\_\_\_  
Des Plaines General Counsel                      Dated



**ATTACHMENT A**

**TASK ORDER**

In accordance with Section 1.2 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_  
between the City of Des Plaines (the “City”) and Architectural Consulting Group, Ltd. (the  
“Consultant”), the Parties agree to the following Task Number \_\_\_:

**1. Contracted Services:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**2. Project Schedule** (attach schedule if appropriate):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**3. Project Completion Date:**

All Contracted Services must be completed on or before: \_\_\_\_\_, 20\_\_\_\_.

**4. Project Specific Pricing** (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**5. Additional Changes to the Master Contract** (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.**

**[SIGNATURE PAGE FOLLOWS]**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_  
Signature  
Thomas F Zordan, AIA

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

If greater than, \$[2,500], the City Manager’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$[25,000], then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

**ATTACHMENT B**

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

In accordance with Section 4.1 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_ between the City of Des Plaines (the “City”) and Architectural Consulting Group, Ltd. (the “Consultant”), the Parties agree to the following Task Change Order for Task Number \_\_\_\_:

**1. Change in Contracted Services:**

---

---

---

**2. Change in Project Schedule** (attach schedule if appropriate):

---

---

---

**3. Change in Project Completion Date:**

All Contracted Services must be completed on or before \_\_\_\_\_, 20\_\_\_\_

**4. Change in Compensation:**

---

---

**5. Change in Project Specific Pricing** (if applicable).

---

---

---

**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.**

**[SIGNATURE PAGE FOLLOWS]**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_  
Signature  
Thomas F Zordan, AIA

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation increase greater than \$[2,500], then the City Manager’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$[25,000], then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

TASK ORDER NO. 1  
TO MASTER CONTRACT

In accordance with Section 1.2 of the Master Contract dated December 4, 2023 between the City of Des Plaines (the “*City*”) and Architectural Consulting Group, Ltd. (the “*Consultant*”), the Parties agree to the following Task Order Number 1:

**1. Contracted Services:**

See attached proposal for Roof Rehabilitation and Exterior Façade Rehabilitation, dated November 13, 2023, at various buildings located in Des Plaines as follows:

- Des Plaines Public Works Roof Rehabilitation;
- Des Plaines History Center Roof Rehabilitation;
- Des Plaines Food Pantry Roof Rehabilitation;
- Des Plaines Fire Station #63 Roof Rehabilitation; and
- Des Plaines Fire Station #63 Training Tower Façade Rehabilitation.

**2. Project Schedule** (attach schedule if appropriate):

Assessment/Program Development: (3-4 weeks)  
Contract Document Preparation and Bidding: (6 weeks)  
Contract Administration & Field Services – Site Observation: (8 weeks)

**3. Project Completion Date:**

The Consultant will diligently and continuously prosecute the services until their completion.

**4. Project Specific Pricing** (if applicable):

\$79,920.

**5. Additional Changes to the Master Contract** (if applicable):

N/A.

**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.**

[SIGNATURE PAGE FOLLOWS]

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_  
Signature  
Thomas F Zordan, AIA

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

If greater than, \$2,500, the City Manager's signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$25,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

November 13, 2023

**Mr. Tom Bueser**

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

P. 847.391.5470

Email: [tbueser@desplaines.org](mailto:tbueser@desplaines.org)

Re: Roof Rehabilitation and Exterior Façade Rehabilitation  
City of Des Plaines  
Des Plaines, IL.  
ACG File No.: 23-275 Master Proposal

Dear Mr. Bueser

Subsequent to your request, we are pleased to respond to your request for a proposed scope of services for existing Roof and Façade Rehabilitation at various building located in Des Plaines, Illinois.

The existing buildings vary in size and use. Buildings range in use as listed:

Task 01	Des Plaines Public Works (Roof Rehabilitation)
Task 02	Des Plaines History Center (Roof Rehabilitation)
Task 03	Des Plaines Food Pantry (Roof Rehabilitation)
Task 04	Des Plaines Fire Station 63 (Roof Rehabilitation)
Task 05	Des Plaines Fire Station 63 (Training Tower Façade Rehabilitation)

The Scope of Professional Services are intended to assist with design and implementation of a Roof Rehabilitation Program of the existing targeted roofs and a Façade Rehabilitation Program at the fire station #3 training tower. We have prepared this proposal to identify all aspects of our scope of professional services.

Roof and façade assessment reports previously submitted will be used to assist with the preparation of bid documents.

Based on our preliminary discussion, we would recommend the following scope of work:

**Scope of Services**

Task 1 – Contract Document Preparation:

- 1] Contract Documents Preparation: We shall prepare a complete set of Contract and Construction Documents for use in competitive bidding of a Roof Rehabilitation Program and a Façade Rehabilitation Program. Contract drawing formats shall include photographic inserts (where necessary) to assist in the identification of as-built construction features. Contract General and Supplementary Conditions shall be tailored to any specific requirements as noted by building Ownership. Technical specifications shall be prepared in conformance with Construction Specifications Institute [CSI] format.



- 2] Site Use: Use Issues such as Contractor site use restrictions shall be pre-established and included in the Contract Documents. Working hour restrictions will be coordinated with your office to maintain the least amount of disruption once actual construction operations are underway. The goal of these tasks shall be to pre-establish site rules, outline interior access restrictions, etc., to insure that the Bidding Documents clearly define the true nature of the Contractor's work.
- 3] Bid Document Release: Copies of the Bidding Documents along with a list of prospective bidders shall be forwarded to your office prior to release to qualified Contractors. Upon approval, copies of the documents shall be released for competitive bid.
- 4] Pre-Bid Meeting/Addenda: After allowing approximately one week for initial Bidder reviews, we shall arrange and attend a pre-bid meeting at the site. This meeting shall provide a mechanism to respond to any project questions, which arise on the part of the Bidders and will serve to clarify any issues which would affect Contractor pricing for the work. We shall respond to all bidders and required addenda during the bidding period.
- 5] Bid Tabulation/Review: After bids are received, we shall review and tabulate each of the bids as well as identify our recommendations for Contractor award. Upon acceptance, we shall prepare and submit an American Institute of Architects (AIA) Standard Form of Agreement Between Owner and Contractor.

Task 2: Field Services During Construction:

After the successful Bidder is selected and a Contract is awarded, we can provide any level of field services desired. Frequency of site visits can be scheduled on a full-time, part-time, or random basis.

Our role during the construction phase of the project shall be to act in the capacity of Owner's Representative. We shall provide all services listed per Article 4.2 of the General Conditions AIA Document A201. 1 Our proposed field role provides time to observe work in progress, review and approve all project submittals (i.e. sheet metal shop drawings, field mock-ups) and review Contractor payment requests. Our efforts will focus on observing and reporting actual field construction progress. Field observations shall be documented in the form of written field reports. Copies of all reports shall be forwarded to your office on a periodic basis.

**Proposed Fees:**

Charges for our services are based upon the rates for professional time and expenses identified in our attached Fee Agreement. We herein agree to maintain our published rates for all work completed at this property through the close of 2024. Our fee estimates are inclusive of all costs associated with inspection, system sampling (as necessary) and report preparation.

Task 1 and Task 2 services for all (5) five buildings inclusive of Construction Document Preparation, Bid Tabulation, Field Services and Contract Administration

TASK	FEE	Authorized by Client Yes / No
Task 1 and Task 2 services for all (5) five buildings inclusive of Construction Document Preparation, Bid Tabulation, Field Services and Contract Administration We suggest the following a fixed fees of	<b>\$79,920.00</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Refer to breakdown chart for a breakdown of the services per building		



**Roof/ Façade Rehabilitation Program- Master Proposal**

City of Des Plaines

Des Plaines, IL

November 13, 2023 ■ ACG File No.: 23-275



Fees for all services are based on our standard billing rates. Rates listed below shall not be altered without prior notification to the Client. Billing rates for professional services are:

\$235.00 per hour	Principals	[Sr. Architect / Principal]
\$185.00 per hour	Project Managers	[Architects / Engineers]
\$165.00 per hour	Asst. Project Managers	[Intern Arch. / Jr. Engineer]
\$145.00 per hour	Technical Services	[Technicians]
\$125.00 per hour	Technical Support	[Field & In-house support]

We believe that we have accurately depicted the level of effort necessary to assist with the program requirements as identified per your request for proposal. As previously stated, these requirements can be applied

We believe that we have accurately depicted the level of effort necessary to assist with the program requirements as identified per your request for proposal. As previously stated, these requirements can be applied and/or adjusted to accommodate your needs. We believe our familiarity with construction standards and procedures would prove to be a benefit to this project and we are hopeful to be of service.

Should any questions arise with regard to our perception of this assignment, please do not hesitate to contact our office.

Very truly yours,

**Architectural Consulting Group, Ltd.**

Thomas F. Zordan, AIA  
Senior Architect / Principal  
TFZ:djc

Dave Myszka  
Project Manager

### City of Des Plaines Facility Rehabilitation

Code	Municipality	Name	Building Use	Address	Square Foot	Task 1	Task 2	Total
1219	DES PLAINES	FIRE STATION #3	FIRE STATION	130 EAST THACKER STREET	9,044	\$7,805.00	\$10,875.00	\$18,680.00
1221	DES PLAINES	FIRE STATION #3 - TRAINING TOWER	TRAINING TOWER	130 EAST THACKER STREET	1,200	\$4,900.00	\$5,500.00	\$10,400.00
1224	DES PLAINES	PUBLIC WORKS BLDG	PUBLIC WORKS	1111 JOSEPH SCHWAB ROAD	55,232	\$11,525.00	\$18,225.00	\$29,750.00
1248	DES PLAINES	FOOD PANTRY	FOOD PANTRY	600 ALGONQUIN ROAD	2,476	\$4,625.00	\$5,920.00	\$10,545.00
1250	DES PLAINES	HISTORY MUSEUM	OFFICE	779 PEARSON STREET	3,206	\$4,625.00	\$5,920.00	\$10,545.00
						<b>GRAND</b>	<b>TOTAL</b>	<b>\$79,920.00</b>



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 21, 2023  
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
From: Timothy Watkins, Assistant Director of Public Works and Engineering *TW*  
Cc: Timothy Oakley, P.E., CFM, Director of Public Works and Engineering  
Subject: Civiltech Engineering, Inc. - Professional Engineering Services Master Contract

**Issue:** The Public Works and Engineering Department requests a 3-year Master Contract with Civiltech Engineering, Inc. for professional engineering services. Their current contract will expire on December 31, 2023.

**Analysis:** Civiltech Engineering, Inc. provides a variety of engineering services for the City. The Master Contract allows the City to enter into professional service Task Order agreements with the consultant to perform a variety of engineering services. The Task Order agreements are presented individually for approval.

**Recommendation:** We recommend approval of a new 3-year Master Contract with Civiltech Engineering, Inc., Two Perce Place, Suite 1400, Itasca, Illinois 60143 for professional engineering services.

**Attachments:**

Resolution R-225-23  
Exhibit A - Master Contract

CITY OF DES PLAINES

RESOLUTION R - 225 - 23

**A RESOLUTION APPROVING A MASTER CONTRACT WITH CIVILTECH ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES.**

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

**WHEREAS**, the City desires to retain an engineering firm to perform engineering services for the City as such services are needed over time ("*Engineering Services*"); and

**WHEREAS**, Civiltech Engineering, Inc. ("*Consultant*") has performed Engineering Services for the City in the past to the City's satisfaction; and

**WHEREAS**, the City desires to enter into a master contract with Consultant to perform Engineering Services as required by the City ("*Master Contract*") pursuant to task orders issued by the City in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines, the City's purchasing policy, and the Master Contract; and

**WHEREAS**, the City Council has determined that is in the best interest of the City to enter into the Master Contract with Consultant;

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

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

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

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

**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**

DP-Resolution Approving Master Contract with Civiltech Engineering 2024-2026

Master Contract  
Between the City of Des Plaines  
And Civiltech Engineering, Inc.  
For Professional Engineering Services

Master Contract  
Between the City of Des Plaines  
And Civiltech Engineering, Inc.  
For Professional Engineering Services

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Master Contract  
Between The City of Des Plaines  
And Civiltech Engineering, Inc.  
For Professional Engineering Services

This contract (the “*Master Contract*”) is dated as of **December 4, 2023** (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and Civiltech Engineering, Inc. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE 1. THE SERVICES**

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$25,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2026 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its

own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

## ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in each Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to

claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order (“*Final Payment*”). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant’s sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys’ fees, of correcting any of the matters stated in this Section or exercising any one or more of the City’s remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City’s determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys’ fees (collectively “*Costs*”) incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City’s request and expense.

### **ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES**

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant’s experience and qualifications, and those opinions represent the Consultant’s best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

#### **ARTICLE 4. TASK CHANGE ORDERS; DELAYS**

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$25,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

## ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

### 5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

### 5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.



(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

## ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the

negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

## **ARTICLE 7. INFORMAL DISPUTE RESOLUTION**

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

## **ARTICLE 8. TERMINATION**

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not

entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "Breach" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has

approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

## ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on

any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:  
City of Des Plaines  
Public Works and Engineering Department  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attn: Director of Public Works  
And Engineering

with a copy to:  
Elrod Friedman LLP  
325 N. LaSalle Street, Suite 450  
Chicago, Illinois 60654  
Attn: Peter Friedman, General Counsel

If to the Consultant:  
Civiltech Engineering, Inc.  
Two Peirce Place, Suite 1400  
Itasca, Illinois 60143  
Attn: \_\_\_\_\_

with a copy to:

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other

approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant’s improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

City of Des Plaines

Civiltech Engineering, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Michael G. Bartholomew

Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

APPROVED AS TO FORM ONLY

\_\_\_\_\_  
Des Plaines General Counsel                      Dated



**ATTACHMENT A**

**TASK ORDER**

In accordance with Section 1.2 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_  
between the City of Des Plaines (the “City”) and Civiltech Engineering, Inc. (the “Consultant”),  
the Parties agree to the following Task Number \_\_\_\_:

**1. Contracted Services:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**2. Project Schedule** (attach schedule if appropriate):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**3. Project Completion Date:**

All Contracted Services must be completed on or before: \_\_\_\_\_, 20\_\_\_\_.

**4. Project Specific Pricing** (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**5. Additional Changes to the Master Contract** (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.**

**[SIGNATURE PAGE FOLLOWS]**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

If greater than, \$/2,500/, the City Manager’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$/25,000/, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

**ATTACHMENT B**

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

In accordance with Section 4.1 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_ between the City of Des Plaines (the “City”) and Civiltech Engineering, Inc. (the “Consultant”), the Parties agree to the following Task Change Order for Task Number \_\_\_\_:

**1. Change in Contracted Services:**

---

---

---

**2. Change in Project Schedule** (attach schedule if appropriate):

---

---

---

**3. Change in Project Completion Date:**

All Contracted Services must be completed on or before \_\_\_\_\_, 20\_\_\_\_

**4. Change in Compensation:**

---

---

**5. Change in Project Specific Pricing** (if applicable).

---

---

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**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.**

[SIGNATURE PAGE FOLLOWS]

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation increase greater than \$/2,500/, then the City Manager’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$/25,000/, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 21, 2023  
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
From: Timothy Watkins, Assistant Director of Public Works and Engineering *TW*  
Cc: Timothy Oakley, P.E., CFM, Director of Public Works and Engineering  
Subject: H.R. Green, Inc. - Professional Engineering Services Master Contract

**Issue:** The Public Works and Engineering Department requests a 3-year Master Contract with H. R. Green, Inc. for professional engineering services. Their current contract will expire on December 31, 2023.

**Analysis:** H. R. Green, Inc. provides a variety of engineering services for the City. The Master Contract allows the City to enter into professional service Task Order agreements with the consultant to perform a variety of engineering services. The Task Order agreements are presented individually for approval.

**Recommendation:** We recommend approval of a new 3-year Master Contract with H.R. Green, Inc., 1391 Corporate Drive, Suite 203, McHenry, Illinois 60050 for professional engineering services.

**Attachments:**

Resolution R-226-23  
Exhibit A - Master Contract

CITY OF DES PLAINES

RESOLUTION R - 226 - 23

**A RESOLUTION APPROVING A MASTER CONTRACT WITH H.R. GREEN, INC. FOR PROFESSIONAL ENGINEERING SERVICES.**

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

**WHEREAS**, the City desires to retain an engineering firm to perform engineering services for the City as such services are needed over time ("*Engineering Services*"); and

**WHEREAS**, H.R. Green, Inc. ("*Consultant*") has performed Engineering Services for the City in the past to the City's satisfaction; and

**WHEREAS**, the City desires to enter into a master contract with Consultant to perform Engineering Services as required by the City ("*Master Contract*") pursuant to task orders issued by the City in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines, the City's purchasing policy, and the Master Contract; and

**WHEREAS**, the City Council has determined that is in the best interest of the City to enter into the Master Contract with Consultant;

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

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

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

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

**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**

DP-Resolution Approving Master Contract with HR Green, Inc 2024-2026

Master Contract  
Between the City of Des Plaines  
And H.R. Green, Inc.  
For Professional Engineering Services



Master Contract  
Between the City of Des Plaines  
And H.R. Green, Inc.  
For Professional Engineering Services

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Master Contract  
Between The City of Des Plaines  
And H.R. Green, Inc.  
For Professional Engineering Services

This contract (the “*Master Contract*”) is dated as of **December 4, 2023** (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and H.R. Green, Inc. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE 1. THE SERVICES**

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$25,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2026 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its

own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

## ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in each Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to

claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order (“*Final Payment*”). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant’s sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys’ fees, of correcting any of the matters stated in this Section or exercising any one or more of the City’s remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City’s determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys’ fees (collectively “*Costs*”) incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City’s request and expense.

### ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant’s experience and qualifications, and those opinions represent the Consultant’s best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.



3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

#### **ARTICLE 4. TASK CHANGE ORDERS; DELAYS**

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$25,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

## ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

### 5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

### 5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

## ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the

negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

## **ARTICLE 7. INFORMAL DISPUTE RESOLUTION**

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

## **ARTICLE 8. TERMINATION**

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not

entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "Breach" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has

approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

## ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on

any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:



If to the City:  
City of Des Plaines  
Public Works and Engineering Department  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attn: Director of Public Works  
And Engineering

with a copy to:  
Elrod Friedman LLP  
325 N. LaSalle Street, Suite 450  
Chicago, Illinois 60654  
Attn: Peter Friedman, General Counsel

If to the Consultant:  
H.R. Green, Inc.  
1391 Corporate Drive, Suite 203  
McHenry, IL 60050  
Attn: Timothy Hartnett

with a copy to:

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other

approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant’s improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

City of Des Plaines  
By: \_\_\_\_\_  
Name: Michael G. Bartholomew  
Title: City Manager

H.R. Green, Inc.  
By: \_\_\_\_\_  
Name: Timothy J. Hartnett  
Title: Vice President

APPROVED AS TO FORM ONLY

\_\_\_\_\_  
Des Plaines General Counsel Dated

**ATTACHMENT A**

**TASK ORDER**

In accordance with Section 1.2 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_  
between the City of Des Plaines (the “City”) and H.R. Green, Inc. (the “Consultant”), the Parties  
agree to the following Task Number \_\_\_\_:

**1. Contracted Services:**

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**2. Project Schedule** (attach schedule if appropriate):

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**3. Project Completion Date:**

All Contracted Services must be completed on or before: \_\_\_\_\_, 20\_\_\_\_.

**4. Project Specific Pricing** (if applicable):

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**5. Additional Changes to the Master Contract** (if applicable):

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**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN  
UNCHANGED.**

**[SIGNATURE PAGE FOLLOWS]**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_  
Signature  
Timothy J. Hartnett  
Printed Name

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

If greater than, \$/2,500/, the City Manager’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$/25,000/, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

**ATTACHMENT B**

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

In accordance with Section 4.1 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_ between the City of Des Plaines (the “City”) and H.R. Green, Inc. (the “Consultant”), the Parties agree to the following Task Change Order for Task Number \_\_\_\_:

**1. Change in Contracted Services:**

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**2. Change in Project Schedule** (attach schedule if appropriate):

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**3. Change in Project Completion Date:**

All Contracted Services must be completed on or before \_\_\_\_\_, 20\_\_\_\_

**4. Change in Compensation:**

---

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**5. Change in Project Specific Pricing** (if applicable).

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**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.**

**[SIGNATURE PAGE FOLLOWS]**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_  
Signature

Timothy J. Hartnett  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation increase greater than \$/2,500/, then the City Manager’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$/25,000/, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 21, 2023  
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
From: Timothy Watkins, Assistant Director of Public Works and Engineering *TW*  
Cc: Timothy Oakley, P.E., CFM, Director of Public Works and Engineering  
Subject: Thomas Group Solutions LLC. - Professional Engineering Master Contract

**Issue:** The Public Works and Engineering Department requests a 3-year Master Contract with Thomas Group Solutions LLC for professional engineering services. Their current contract will expire on December 31, 2023.

**Analysis:** Thomas Group Solutions LLC provides a variety of risk management services for the City. The Master Contract allows the City to enter into professional service Task Order agreements with the consultant to perform a variety of risk management services. The Task Order agreements are presented individually for approval.

The City continues to make improvements to its risk management program to reduce the City's overall exposure. Thomas Group provides training, executive risk management support and analysis services.

**Recommendation:** We recommend approval of a new 3-year Master Contract with Thomas Group Solutions LLC, 5743 S. Thurlow St., Hinsdale, Illinois, 60521 for professional Risk Management Services for professional Risk Management Services.

**Attachments:**

Resolution R-227-23  
Exhibit A - Master Contract

CITY OF DES PLAINES

RESOLUTION R - 227 - 23

**A RESOLUTION APPROVING A MASTER CONTRACT WITH THOMAS GROUP SOLUTIONS, LLC, INC. FOR PROFESSIONAL RISK MANAGEMENT SERVICES.**

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

**WHEREAS**, the City desires to retain a professional risk management firm to perform a variety of risk management services for the City as such services are needed over time ("*Risk Management Services*"); and

**WHEREAS**, Thomas Group Solutions, LLC ("*Consultant*") performs Risk Management Services throughout the Chicago Metropolitan Region; and

**WHEREAS**, the City desires to enter into a master contract with Consultant to perform Risk Management Services as required by the City ("*Master Contract*") pursuant to task orders issued by the City in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines, the City's purchasing policy, and the Master Contract; and

**WHEREAS**, the City Council has determined that is in the best interest of the City to enter into the Master Contract with Consultant;

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

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

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

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

**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**

DP-Resolution Approving Master Contract with Thomas Group for Professional Risk Management Services 2024-2026

Master Contract  
Between the City of Des Plaines  
And Thomas Group Solutions, LLC  
For Professional Risk Management Services

Master Contract  
Between the City of Des Plaines  
And Thomas Group Solutions, LLC  
For Professional Risk Management Services

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Master Contract  
Between The City of Des Plaines  
And Thomas Group Solutions, LLC  
For Professional Engineering Services

This contract (the “*Master Contract*”) is dated as of **December 4, 2023** (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and Thomas Group Solutions, LLC (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE 1. THE SERVICES**

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$25,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2026 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its

own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

## ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services (“*Compensation*”), the City will pay the Consultant the amounts set forth in each Task Order (“*Project-Specific Pricing*”). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to

claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order (“*Final Payment*”). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant’s sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys’ fees, of correcting any of the matters stated in this Section or exercising any one or more of the City’s remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City’s determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys’ fees (collectively “*Costs*”) incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City’s request and expense.

### **ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES**



3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City’s representative on each Project. In the absence of a written designation, the City’s representative will be the City’s Director of Public Works and Engineering. The City’s representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City’s objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(f) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(g) To attend Project-related meetings.

(h) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.5 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.6 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

#### **ARTICLE 4. TASK CHANGE ORDERS; DELAYS**

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a "*Task Change Order*") provided, however, that any Task Change Order in an amount exceeding \$25,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment B. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a "*Revision Notice*"). The Revision Notice must clearly state the Consultant's requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant's request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the "*Delay Period*"). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant's request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

## ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

### 5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026(Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers' Compensation and Employers' Liability. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

### 5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The

general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers' Compensation and Employers' Liability. Workers' Compensation Coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must

name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

## ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively “*Professional Liability Claims*”), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively “*General Liability Claims*”), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

## ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

## ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "Breach" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the

Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

## ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.



(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law (“Hazardous Materials”) at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively “*Intellectual Property*”) in the performance of Services. If ever the Consultant is alleged to have infringed on any Intellectual Property, then, in addition to the Consultant’s obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant’s sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information (“*Confidential Information*”). The Consultant must not disclose Confidential Information without the City’s prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant’s sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively “*Data*”), other than the Consultant’s confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City’s request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant’s records subject to the Consultant’s continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant’s control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered “work for hire,” and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City’s expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:  
City of Des Plaines  
Public Works and Engineering Department  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attn: Director of Public Works  
And Engineering

with a copy to:  
Elrod Friedman LLP  
325 N. LaSalle Street, Suite 450  
Chicago, Illinois 60654  
Attn: Peter Friedman, General Counsel

If to the Consultant:  
Thomas Group Solutions, LLC  
5743 S. Thurlow St.  
Hinsdale, Illinois 60521  
Attn: Thomas Janetske

with a copy to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant’s obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be

governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant’s improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

CITY OF DES PLAINES

Thomas Group Solutions, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Michael G. Bartholomew

Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

**ATTACHMENT A**

**TASK ORDER**

In accordance with Section 1.2 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_  
between the City of Des Plaines (the “City”) and Thomas Group Solutions, LLC (the  
“Consultant”), the Parties agree to the following Task Number \_\_\_:

**1. Contracted Services:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**2. Project Schedule** (attach schedule if appropriate):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**3. Project Completion Date:**

All Contracted Services must be completed on or before: \_\_\_\_\_, 20\_\_\_\_.

**4. Project Specific Pricing** (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**5. Additional Changes to the Master Contract** (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.**

**[SIGNATURE PAGE FOLLOWS]**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

If greater than, \$[2,500], the City Manager’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$[25,000], then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

**ATTACHMENT B**

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

In accordance with Section 4.1 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_ between the City of Des Plaines (the “City”) and Thomas Group Solutions, LLC (the “Consultant”), the Parties agree to the following Task Change Order for Task Number \_\_\_\_:

**1. Change in Contracted Services:**

---

---

---

**2. Change in Project Schedule** (attach schedule if appropriate):

---

---

---

**3. Change in Project Completion Date:**

All Contracted Services must be completed on or before \_\_\_\_\_, 20\_\_\_\_

**4. Change in Compensation:**

---

---

**5. Change in Project Specific Pricing** (if applicable).

---

---

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**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.**

**[SIGNATURE PAGE FOLLOWS]**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation increase greater than \$[2,500], then the City Manager’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$[25,000], then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

#10250753\_v1



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 21, 2023  
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
From: Timothy Watkins, Assistant Director of Public Works and Engineering *TW*  
Cc: Timothy Oakley, P.E., CFM, Director of Public Works and Engineering  
Subject: Walker Consultants/Engineers, Inc. - Professional Engineering Services Master Contract

**Issue:** The Public Works and Engineering Department requests a 3-year Master Contract with Walker Consultants/Engineers, Inc. for professional engineering services. Their current contract will expire on December 31, 2023.

**Analysis:** Walker Consultants/Engineering, Inc. provides a variety of engineering services for the City. The Master Contract allows the City to enter into professional service Task Order agreements with the consultant to perform a variety of engineering services. The Task Order agreements are presented individually for approval.

**Recommendation:** We recommend approval of a new 3-year Master Contract with Walker Consultants/Engineers, Inc., 2895 Greenspoint Parkway, Suite 600, Hoffman Estates, Illinois 60169 for professional engineering services.

**Attachments:**

Resolution R-228-23  
Exhibit A - Master Contract



CITY OF DES PLAINES

RESOLUTION R - 228 - 23

**A RESOLUTION APPROVING A MASTER CONTRACT WITH WALKER CONSULTANTS/ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING SERVICES.**

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

**WHEREAS**, the City desires to retain an engineering firm to perform engineering services for the City as such services are needed over time ("*Engineering Services*"); and

**WHEREAS**, Walker Consultants/Engineers, Inc. ("*Consultant*") has performed Engineering Services for the City in the past to the City's satisfaction; and

**WHEREAS**, the City desires to enter into a three-year master contract with Consultant to perform Engineering Services as required by the City ("*Master Contract*") pursuant to task orders issued by the City in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines, the City's purchasing policy, and the Master Contract; and

**WHEREAS**, the City Council has determined that is in the best interest of the City to enter into the Master Contract with Consultant;

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

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

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

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

**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**

DP-Resolution Approving Master Contract with Walker Consultants Engineers Inc 2024-2026

Master Contract  
Between the City of Des Plaines  
And Walker Consultants/Engineers, Inc.  
For Professional Engineering Services

Master Contract  
Between the City of Des Plaines  
And Walker Consultants/Engineers, Inc.  
For Professional Engineering Services

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Master Contract  
Between The City of Des Plaines  
And Walker Consultants/Engineers, Inc.  
For Professional Engineering Services

This contract (the “*Master Contract*”) is dated as of **December 4, 2023** (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and Walker Consultants/Engineers, Inc. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE 1. THE SERVICES**

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$25,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2026 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant

in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

## ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in each Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.



2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order (“*Final Payment*”). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant’s sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys’ fees, of correcting any of the matters stated in this Section or exercising any one or more of the City’s remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City’s determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys’ fees (collectively “*Costs*”) incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City’s request and expense.

### ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in

accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant's sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant's obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant's experience and qualifications, and those opinions represent the Consultant's best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

#### **ARTICLE 4. TASK CHANGE ORDERS; DELAYS**

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a "Task

*Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$25,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

## ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as

respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The

certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

## ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

## ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

## ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "Breach" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:



(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

## **ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS**

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if

requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively “Data”), other than the Consultant’s confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City’s request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant’s records subject to the Consultant’s continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant’s control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered “work for hire,” and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City’s expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:  
City of Des Plaines  
Public Works and Engineering Department  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attn: Director of Public Works  
And Engineering

with a copy to:  
Elrod Friedman LLP  
325 N. LaSalle Street, Suite 450  
Chicago, Illinois 60654  
Attn: Peter Friedman, General Counsel

If to the Consultant:  
Walker Consultants/Engineers, Inc.  
2895 Greenspoint Parkway, Suite 600  
Hoffman Estates, Illinois 60169  
Attn: Daniel E. Moser, Department Head

with a copy to:  
Walker Consultants/Engineers, Inc.  
2895 Greenspoint Parkway, Suite 600  
Hoffman Estates, Illinois 60169  
Attn: K. Nam Shiu, Director of Restoration

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as

principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

City of Des Plaines

Walker Consultants/Engineers, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Michael G. Bartholomew

Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

**ATTACHMENT A**

**TASK ORDER**

In accordance with Section 1.2 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_  
between the City of Des Plaines (the “City”) and Walker Consultants/Engineers, Inc. (the  
“Consultant”), the Parties agree to the following Task Number \_\_\_:

**1. Contracted Services:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**2. Project Schedule** (attach schedule if appropriate):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**3. Project Completion Date:**

All Contracted Services must be completed on or before: \_\_\_\_\_, 20\_\_\_\_.

**4. Project Specific Pricing** (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**5. Additional Changes to the Master Contract** (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.**

**[SIGNATURE PAGE FOLLOWS]**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_  
Signature  
K. Nam Shiu  
Printed Name

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

If greater than, \$/2,500/, the City Manager's signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$/25,000/, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

**ATTACHMENT B**

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

In accordance with Section 4.1 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_ between the City of Des Plaines (the “City”) and Walker Consultants/Engineers, Inc. (the “Consultant”), the Parties agree to the following Task Change Order for Task Number \_\_\_\_:

**1. Change in Contracted Services:**

---

---

---

**2. Change in Project Schedule** (attach schedule if appropriate):

---

---

---

**3. Change in Project Completion Date:**

All Contracted Services must be completed on or before \_\_\_\_\_, 20\_\_\_\_

**4. Change in Compensation:**

---

---

**5. Change in Project Specific Pricing** (if applicable).

---

---

---

**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.**

**[SIGNATURE PAGE FOLLOWS]**



**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_  
Signature

K. Nam Shiu  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation increase greater than \$/2,500/, then the City Manager’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$/25,000/, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 21, 2023  
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
From: Timothy Watkins, Assistant Director of Public Works and Engineering *TW*  
Cc: Timothy Oakley, P.E., CFM, Director of Public Works and Engineering  
Subject: Wunderlich-Malec Engineering, Inc. - Professional Services Master Contract

**Issue:** The Public Works and Engineering Department requests a 3-year Master Contract with Wunderlich-Malec Engineering, Inc. for Supervisory Control and Data Acquisition (SCADA) integration services. Their current contract will expire on December 31, 2023.

**Analysis:** Wunderlich-Malec Engineering, Inc. provides assistance with integration and programming for improvements at the Central Road, Oakton Street, and Maple Street Pump Stations. The Master Contract allows the City to enter into professional service Task Order agreements with the consultant to perform a variety of tasks associated with the City's SCADA system. The Task Order agreements are presented individually for approval.

**Recommendation:** We recommend approval of a new 3-year Master Contract with Wunderlich-Malec Engineering, Inc., 6101 Blue Circle Drive, Eden Prairie, Minnesota 55343 for professional engineering services.

**Attachments:**  
Resolution R-229-23  
Exhibit A - Master Contract

CITY OF DES PLAINES

RESOLUTION R - 229 - 23

**A RESOLUTION APPROVING A MASTER CONTRACT WITH WUNDERLICH-MALEC ENGINEERING, INC. FOR PROFESSIONAL SCADA INTEGRATION SERVICES.**

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

**WHEREAS**, the City desires to retain an engineering firm to perform professional SCADA integration services for the City as such services are needed over time ("*Engineering Services*"); and

**WHEREAS**, Wunderlich-Malec Engineering, Inc. ("*Consultant*") has performed Engineering Services for the City in the past to the City's satisfaction; and

**WHEREAS**, the City desires to enter into a master contract with Consultant to perform Engineering Services as required by the City ("*Master Contract*") pursuant to task orders issued by the City in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines, the City's purchasing policy, and the Master Contract; and

**WHEREAS**, the City Council has determined that is in the best interest of the City to enter into the Master Contract with Consultant;

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

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

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

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

**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**

DP-Resolution Approving Master Contract with Wunderlich-Malec Engineering 2024-2026

Master Contract  
Between the City of Des Plaines  
And Wunderlich-Malec Engineering, Inc.  
For SCADA Integration Services

Master Contract  
Between the City of Des Plaines  
And Wunderlich-Malec Engineering, Inc.  
For SCADA Integration Services

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Master Contract  
Between The City of Des Plaines  
And Wunderlich-Malec Engineering, Inc.  
For Professional SCADA Integration Services

This contract (the “*Master Contract*”) is dated as of **December 4, 2023** (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and Wunderlich-Malec Engineering, Inc. (the “*Contractor*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE 1. THE SERVICES**

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Contractor will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$25,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2026 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Contractor will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Contractor. Also, the City may enter into master contracts with other contractors, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Contractor to Perform. The Contractor must provide all personnel necessary to complete the Services. The Contractor must perform the Services with its own

personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-contractors and supplies used by the Contractor in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-contractor or supplier will not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-contractor or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Contractor. If any sub-contractor or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Contractor, immediately on notice from the City, must remove that sub-contractor or supplier and undertake the Services itself or replace the sub-contractor or supplier with a sub-contractor or supplier acceptable to the City. The Contractor will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Contractor represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

## ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in each Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Contractor must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Contractor's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Contractor and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Contractor will never have a claim or right to

claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Contractor will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Contractor of an invoice for final acceptance and payment. The City will make final payment to the Contractor within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order ("*Final Payment*"). The acceptance by the Contractor of Final Payment will operate as a full and complete release of the City by the Contractor of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Contractor or the City made by any of the Contractor's sub-contractors or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Contractor in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys' fees, of correcting any of the matters stated in this Section or exercising any one or more of the City's remedies set forth in Section 8.3 of this Master Contract. The City will notify the Contractor in writing given in accordance with Section 9.10 of this Master Contract of the City's determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Contractor either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Contractor to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys' fees (collectively "*Costs*") incurred, suffered, or sustained by the City and chargeable to the Contractor under this Contract.

2.7 Keeping Books and Accounts. The Contractor must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Contractor must make all such material available for inspection by the City, at the office of the Contractor during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City's request and expense.

### **ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES**

3.1 Standard of Performance. The Contractor must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Contractor is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Contractor must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Contractor or of the Contractor’s sub-contractors or suppliers, so long as that notice of the defects is given by the City to the Contractor within two years after completion of the Services.

3.3 Risk of Loss. The Contractor bears the risk of loss in providing all Services. The Contractor is responsible for any and all damages to property or persons caused by any Contractor error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Contractor’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Contractor, to indemnify, hold harmless, or reimburse the Contractor for damages, losses, or costs.

3.4 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City’s representative on each Project. In the absence of a written designation, the City’s representative will be the City’s Director of Public Works and Engineering. The City’s representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Contractor all criteria and information about the requirements for a Project or Services, including, as relevant, the City’s objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Contractor existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Contractor to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other contractors when the

services of other contractors are requested by the Contractor and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Contractor as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Contractor, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Contractor whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Contractor of any of its responsibilities under this Master Contract or any Task Order.

3.5 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.6 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Contractor. The Contractor must stop the performance of all Services within the scope of the suspension notice until the City directs the Contractor in writing to resume performance.

#### **ARTICLE 4. TASK CHANGE ORDERS; DELAYS**

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a "*Task Change Order*") provided, however, that any Task Change Order in an amount exceeding \$25,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Contractor may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Contractor begins work on any changed Services, the Contractor must notify

the City in writing if the Contractor desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Contractor’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Contractor does not submit a Revision Notice within the 10-day period, then the Contractor will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Contractor cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Contractor must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Contractor will be compensated equitably for the work the Contractor undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Contractor. If the Contractor believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Contractor may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Contractor’s request must be submitted before the Contractor proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Contractor, then the Contractor may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Contractor must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Contractor’s request, if any, for a change in Compensation or Project Schedule. If the Contractor fails to submit notices as provided in this Section 4.5, then the Contractor will be deemed to have waived any right to an adjustment in Compensation for the Services.

## ARTICLE 5. INSURANCE

5.1 Insurance. The Contractor must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026(Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Contractor must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Contractor’s work, including without limitation activities performed by or on behalf of the Contractor and automobiles owned, leased, hired, or borrowed by the Contractor. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance

maintained by the City and its officials, employees, agents, and representatives will be excess of the Contractor's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Contractor.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Contractor must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Contractor must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG



2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Contractors and Suppliers. The Contractor must include all sub-contractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

## ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Contractor hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Contractor or its employees or sub-contractors or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent act or omission of the Contractor or its employees or sub-contractors other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Contractor. The City must provide notice of a Claim to the Contractor within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Contractor expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Contractor, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Contractor under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Contractor is not required to indemnify an Indemnified Party to the extent a Claim resulted from the negligence or willful misconduct of the Indemnified Party.

## ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the City and the Contractor related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Contractor must proceed diligently with the performance of Services.

## ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Contractor will be entitled to Compensation for all Service performed by the Contractor up to the date of termination. The Contractor is not entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Contractor.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Contractor and failure of the Contractor to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Contractor seeking additional time to cure. "*Breach*" by the Contractor includes (a) failure of the Contractor to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Contractor to properly perform Services, (c) or failure of the Contractor to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Contractor to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Contractor, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Contractor any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Contractor, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Contractor a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Contractor was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Contractor for Breach. The Contractor at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Contractor and failure of the City to cure the breach within 10 days after that written notice or such further time as the Contractor may agree, in the Contractor's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Contractor without Cause. The Contractor may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Contractor has completed, and the City has approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

## **ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS**

9.1 Contractor as Independent Contractor. For purposes of this Contract, the Contractor is an independent contractor and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Contractor must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Contractor may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Contractor must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Contractor Payments; Waivers of Liens. The Contractor must pay promptly for all services, labor, materials, and equipment used or employed by the Contractor in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens, provided the City has complied with its payment obligations. The Contractor, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Contractor must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Contractor's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Contractor's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Contractor observes a potentially hazardous condition relating to the Services, the Contractor must bring that condition to the attention of the City.

(c) Hazardous Materials. The Contractor acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Contractor under those circumstances must take appropriate precautions to protect its employees, sub-contractors, and suppliers.

9.6 Intellectual Property. The Contractor may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Contractor is alleged to have infringed on any Intellectual Property, then, in addition to the Contractor's obligations to indemnify Indemnified Parties under this Master Contract, the Contractor also, at the sole discretion of the City and at the Contractor's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Contractor relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Contractor as proprietary and confidential information ("*Confidential Information*"). The Contractor must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Contractor independently from this Master Contract, (iii) received by the Contractor on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Contractor must ensure that the foregoing obligations of confidentiality and use extend to and bind the Contractor's sub-contractors and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the

Contractor’s confidential information, will be and remain the sole property of the City. The Contractor must promptly deliver all Data to the City at the City’s request. The Contractor is responsible for the care and protection of the Data until that delivery. The Contractor may retain one copy of the Data for the Contractor’s records subject to the Contractor’s continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Contractor agrees not to assert, or to allow persons performing under the Contractor’s control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered “work for hire,” and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Contractor agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Contractor hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City’s expense. Notwithstanding the foregoing, nothing in this paragraph shall be deemed to grant to the City any right, title, or interest in pre-existing and/or proprietary intellectual property of Contractor (the “Contractor IP”). To the extent any Contractor IP is incorporated into a deliverable, instrument of service, or other work product provided as part of the Services, Contractor agrees to grant the City a non-exclusive, irrevocable, royalty-free, fully paid license to use Contractor IP supplied in performance of the work, provided the City has substantially performed its obligations, including prompt payment of sums due. Any limited license or other right supplied pursuant to this paragraph that relates to intellectual property of others (such as software) is only to the extent of Contractor’s license, and subject to any end user license agreements or other applicable conditions.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:  
City of Des Plaines  
Public Works and Engineering Department  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attn: Director of Public Works  
And Engineering

with a copy to:  
Elrod Friedman LLP  
325 N. LaSalle Street, Suite 450  
Chicago, Illinois 60654  
Attn: Peter Friedman, General Counsel

If to the Contractor:  
Wunderlich-Malec Engineering, Inc.  
6101 Blue Circle Drive  
Eden Prairie, MN 55343  
Attn: Neal Wunderlich

with a copy to: legal@wmeng.com

Attn: \_\_\_\_\_

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be

deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Contractor only and there can be no valid claim made or held against the City or the Contractor by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Contractor may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Contractor will remain responsible to the City for the proper performance of the Contractor's obligations under this Master Contract. The terms and conditions of any agreement by the Contractor to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Contractor.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Contractor also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Contractor will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Contractor's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Contractor represents that (1) no City employee or agent is interested in the business of the Contractor or this Master Contract, (2) as of the Effective Date neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Contractor nor any person employed by or associated with the Contractor may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Contractor represents that the Contractor is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment

of any tax administered by the Illinois Department of Revenue unless the Contractor is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

9.20 Mutual Waiver of Consequential Damages. The parties mutually agree to waive any and all claims against each other for any incidental, indirect, punitive, or consequential damages arising out of or connected in any way to Work or Services supplied under this Master Contract and all Task Orders issued hereunder.

WHEREFORE, the City and the Contractor have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

City of Des Plaines

Wunderlich-Malec Engineering, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Michael G. Bartholomew

Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

**ATTACHMENT A**

**TASK ORDER**

In accordance with Section 1.2 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_  
between the City of Des Plaines (the “City”) and Wunderlich-Malec Engineering, Inc. (the  
“Contractor”), the Parties agree to the following Task Number \_\_\_\_:

**1. Contracted Services:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**2. Project Schedule** (attach schedule if appropriate):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**3. Project Completion Date:**

All Contracted Services must be completed on or before: \_\_\_\_\_, 20\_\_\_\_.

**4. Project Specific Pricing** (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**5. Additional Changes to the Master Contract** (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.**

**[SIGNATURE PAGE FOLLOWS]**



**CITY**

**CONTRACTOR**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

If greater than, \$[2,500], the City Manager’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$[25,000], then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

**ATTACHMENT B**

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

In accordance with Section 4.1 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_ between the City of Des Plaines (the “City”) and \_\_\_\_\_ (the “Contractor”), the Parties agree to the following Task Change Order for Task Number \_\_\_\_:

**1. Change in Contracted Services:**

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**2. Change in Project Schedule** (attach schedule if appropriate):

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**3. Change in Project Completion Date:**

All Contracted Services must be completed on or before \_\_\_\_\_, 20\_\_\_\_

**4. Change in Compensation:**

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**5. Change in Project Specific Pricing** (if applicable).

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**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.**

**[SIGNATURE PAGE FOLLOWS]**

**CITY**

**CONTRACTOR**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation increase greater than \$[2,500], then the City Manager’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$[25,000], then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 21, 2023

To: Michael G. Bartholomew, City Manager

From: Ryan Johnson, Assistant Director of Community and Economic Development *RJ*  
Samantha Redman, Senior Planner *SR*

Subject: A Resolution Authorizing the Execution of Agreements with Subrecipients of Community Development Block Grant Funds for Program Year 2023

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**Issue:** U.S. Department of Housing and Urban Development (HUD) regulations require Community Development Block Grant (CDBG) grantee municipalities to have an annual agreement with each subrecipient receiving funds.

**Analysis:** On August 7, 2023, the City of Des Plaines approved Program Year 2023 (10/1/23 to 9/30/24) Annual Action Plan Resolution R-147-23 to allocate \$161,000 for one subrecipient, North West Housing Partnership, to administer two housing rehabilitation programs.

A subrecipient agreement is required for each program or project that will be administered by a subrecipient, consistent with HUD guidelines. The attached Resolution R-230-23 approves and authorizes execution of the agreements with each of the subrecipients for the programs and projects detailed in the approved Annual Action Plan and noted in the Resolution.

**Recommendation:** Staff recommends that the City Council adopt Resolution R-230-23.

**Resolution R-230-23**

Exhibit A: Form of Housing Rehabilitation Program Agreement

**CITY OF DES PLAINES**

**RESOLUTION R - 230 - 23**

**A RESOLUTION AUTHORIZING THE EXECUTION OF SUBRECIPIENT AGREEMENTS WITH NORTH WEST HOUSING PARTNERSHIP REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.**

**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 August 7, 2023, the City Council adopted Resolution R-147-23, approving the City's 2023 Community Development Block Grant Annual Action Plan, which designated the award of \$161,000 of Community Development Block Grant funds to a subrecipient for housing rehabilitation programs; and

**WHEREAS**, the City desires to enter into subrecipient agreements ("*Housing Rehabilitation Program Agreements*") with North West Housing Partnership ("*Housing Rehabilitation Program Subrecipient*") for the administration of housing rehabilitation programs under the Community Development Block Grant Program in the amount of \$140,000.00 for the Home Repair Program and \$21,000.00 for the Minor Repair Program; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into the Housing Rehabilitation Program Agreements with the Housing Rehabilitation Program Subrecipient.

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

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

**SECTION 2: APPROVAL OF AGREEMENTS.** The City Council hereby approves the Housing Rehabilitation Program Agreements with the Housing Rehabilitation Program Subrecipient in substantially the form attached to this Resolution as **Exhibit A** respectively, and in final forms approved by the General Counsel.

**SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENTS.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City the Housing Rehabilitation Program Agreements with the Housing Rehabilitation Program Subrecipient.

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

**[SIGNATURES ON FOLLOWING PAGE]**

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2023

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

**EXHIBIT A**

**FORM OF HOUSING REHABILITATION PROGRAM**

**SUBRECIPIENT AGREEMENT BETWEEN  
THE CITY OF DES PLAINES, ILLINOIS,  
AND  
[NON-GOVERNMENTAL SUBRECIPIENT]  
FOR  
[NAME OF CDBG HOUSING REHABILITATION PROGRAM]**

THIS SUBRECIPIENT AGREEMENT ("**Agreement**") is entered this \_\_\_\_ day of December, 2023 by and between the City of Des Plaines, an Illinois home-rule municipality ("**Grantee**") and \_\_\_\_\_ ("**Subrecipient**").

WHEREAS, on August 3rd, 2020, the corporate authorities of the Grantee approved: (i) Resolution No. R-137-20, approving a five-year Consolidated Plan for Program Years 2020-2024 for the City's participation in the Community Development Block Grant program ("**CDBG Program**") administered by the United States Department of Housing and Urban Development ("**HUD**"); and (ii) Resolution No. R-147-23, approving a City Action Plan for the 2023 CDBG Program year; and

WHEREAS, the Grantee submitted the Consolidated Plan, the Action Plan, and an application for a CDBG Program grant to HUD pursuant to Title I of the Housing and Community Development Act of 1974 as amended ("**HCD Act**"); and

WHEREAS, HUD has awarded Grantee a grant of funds under the CDBG Program ("**CDBG Grant**"); and

WHEREAS, the Grantee desires to utilize a portion of the CDBG Grant to engage the Subrecipient to construct or rehabilitate, and the Subrecipient desires to receive a portion of the CDBG Grant to construct or rehabilitate, residential structures that will be occupied by low- and moderate-income households to help implement the objectives of the CDBG Program, the Consolidated Plan, and the Action Plan, all in accordance with the HCD Act, the regulations promulgated thereunder, and all other applicable federal, state, and local laws, ordinances, and regulations (collectively, the "**Requirements of Law**"); and

WHEREAS, the Grantee and the Subrecipient desire to enter into this Agreement to set forth their respective rights and obligations with respect to the use of the CDBG Grant and the construction or rehabilitation of residential facilities that will be occupied by low- and moderate-income households;

NOW, THEREFORE, it is agreed between the parties hereto that;



**I. SCOPE OF WORK**

A. CDBG Grant

The CDBG Grant is part of the following federal award:

CFDA Title:	Community Development Block Grants/Entitlement Grants
CFDA Number:	14.218
Award Name:	Community Development Block Grants/Entitlement Grants, A Formula Grants
Award Number:	B-23-MC-17-0009
Award Year:	2023
R&D Award:	No
Federal Agency:	United States Department of Housing and Urban Development, Office of Community Planning and Development

B. Project

The Subrecipient shall use CDBG Grant funds to construct or rehabilitate the residential structures described in the **“Statement of Work”** set forth below during CDBG Program Year 2023 (**“Housing Project”**) in a manner satisfactory to the Grantee, consistent with any standards required by HUD as a condition of the CDBG Grant, and in accordance with the Requirements of Law and this Agreement. The Subrecipient shall expend CDBG Grant funds solely to perform and complete the work described in the Statement of Work (**“Work”**) and solely in accordance with the budget set forth in Section III of this Agreement.

**Statement of Work:**

***[INSERT STATEMENT OF WORK PROVIDED BY SUBRECIPIENT OR INSERT THE FOLLOWING LANGUAGE: “STATEMENT OF WORK IS ATTACHED TO, AND HEREBY INCORPORATED INTO, THIS AGREEMENT AS EXHIBIT A.”]***

C. National Objectives

The Work must, pursuant to and in accordance with 24 CFR 570.200(a)(2) and 24 CFR 570.208, meet one of the following of the CDBG Program’s National Objectives: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient hereby certifies that the Work carried out under this Agreement will meet ***[INSERT NATIONAL OBJECTIVE OR OBJECTIVES THAT WILL BE MET]*** as follows: ***[INSERT DESCRIPTION OF HOW NATIONAL OBJECTIVE(S) WILL BE MET. IF DIFFERENT WORK WILL MEET DIFFERENT OBJECTIVES, DESCRIBE HOW EACH ACTIVITY WILL MEET ONE OR***

***MORE OF THE OBJECTIVES.***].

C. Performance Measures

The Subrecipient shall perform and complete the Work in accordance with, and the Subrecipient’s performance shall be measured against, the Statement of Work, including, without limitation, the schedule for completing the Work (“***Schedule of Completion***”) and the plans and specifications (“***Plans***”) for the Work set forth therein.

D. Staffing

The Subrecipient shall perform the Work, or cause the Work to be performed, using the following personnel and in accordance with the following allocation of time for each person:

<u>Personnel</u>	<u>General Responsibilities</u>	<u>Time Allocation (Hours Per Week)</u>

The Subrecipient shall not make any changes in the personnel assigned, their general responsibilities, or their time allocation under this Agreement without the prior written approval of the Grantee.

E. Performance Monitoring

On an annual basis, or on a more frequent basis if required by HUD, the Grantee will evaluate the Subrecipient’s performance of the Work to determine: (1) the Subrecipient’s compliance with this Agreement and the Requirements of Law; and (2) the Subrecipient’s progress completing the Work in accordance with the Statement of Work, including, without limitation, the Schedule of Completion and Plans (“***Performance Review***”). In accordance with 2 CFR 200.328(c), the Subrecipient shall, within a reasonable time after a request by Grantee, and in any event not less than quarterly, provide to Grantee construction performance reports regarding the status of the Work (“***Performance Reports***”). These reports shall include, without limitation, certifications by the Subrecipient of the percentage of Work completed and any other information Grantee deems necessary to determine whether the Work complies with the Statement of Work, including, without limitation, the Schedule of Completion and the Plans. The Subrecipient also shall permit Grantee to perform on-site technical inspections of the Work conducted by Subrecipient and Grantee for the purpose of determining the Subrecipient’s progress in completing the Work (“***Technical Inspections***”). The Subrecipient’s key personnel and contractors shall be present at the Technical Inspections if requested by the Grantee. The Grantee will consider the Performance Reports and Technical Inspections during the Performance Review.

The Grantee shall notify the Subrecipient of the results of each Performance Review within 45 days after the conclusion of the Performance Review. Failure to perform the Work in accordance with the Requirements of Law and the Performance Measures will constitute an act of default under this Agreement. If action to correct any default is not taken by the Subrecipient within 30 days after receipt of notice from the Grantee, the Grantee may immediately suspend the disbursement of all CDBG Grant funds and terminate this Agreement.

**II. TIME OF PERFORMANCE**

The Subrecipient shall commence the Work on October 1, 2023, and shall complete the Work no later than September 30, 2024 (*“Time of Performance”*). The Time of Performance shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income (as defined in 24 CFR 570.500), during which time all of the terms and provisions of this Agreement shall be in full force and effect and binding on the Subrecipient.

**III. BUDGET**

The Subrecipient must perform the Work in accordance with the following budget.

<u>Line Item</u>	<u>Amount</u>
Housing Project Budget	
<b>[INSERT CONSTRUCTION PROJECT BUDGET]</b>	
Salaries	
Fringe	
Office Space (program only)	
Utilities	
Communications	
Reproduction/Printing	
Supplies and Materials	
Mileage	
Audit and Performance Review	
<b>[INSERT OTHER LINES AS NECESSARY]</b>	
<b>TOTAL</b>	

At any time during the Time of Performance, the Grantee may, in its discretion, require the Subrecipient to provide to the Grantee a supplementary budget or a more detailed budget for the performance of the Work. The Subrecipient must provide a supplementary or more detailed budget to the Grantee no later than 30 days after receipt of a written request from the Grantee. The Subrecipient shall not amend the budget set forth in this Section III, or any supplementary or more detailed budget submitted to the Grantee pursuant to this Section III, without the prior written approval of the Grantee.

**IV. PAYMENT**

The total amount of CDBG Grant funds paid by the Grantee to the Subrecipient for the performance of the Work under this Agreement shall not exceed \$\_\_\_\_\_. Payment of CDBG Grant funds shall be made only for eligible expenses and general administration and shall be made in accordance with 2 CFR 200.305, against the line items within the budget set forth in Section III of this Agreement, and based upon the Subrecipient's progress toward attaining the Performance Measures described in Section I.C of this Agreement. The Subrecipient shall maintain a financial management system and internal controls in accordance with 2 CFR 200.302 and 2 CFR 200.303.

The Grantee may suspend or withhold the payment of CDBG Grant funds to, and may recover any unspent CDBG Grant funds from, the Subrecipient if the Grantee determines, in its sole discretion, that the Subrecipient has failed to perform any of its obligations in accordance with, or has violated, this Agreement or the Requirements of Law.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the people set forth below, unless modified by subsequent written notice.

Notices concerning this Agreement shall be directed to the following contract representatives:

If to Grantee: City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016  
Attention: Samantha Redman, CDBG Administrator

If to Subrecipient: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

VI. **SPECIAL CONDITIONS**

*[INSERT ANY SPECIAL CONDITIONS APPLICABLE TO THE PARTICULAR WORK OR SUBRECIPIENT. IF NONE, INSERT: "THIS SECTION INTENTIONALLY LEFT BLANK."]*

VII. **GENERAL CONDITIONS**

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended or shall be construed to create or establish the relationship of employer/employee, principal/agent, or joint venturers between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, PICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, and its officials, officers, employees, agents, and representatives, from and against any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance of or failure to perform the Work and the Subrecipient's other obligations under this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement in accordance with the Requirements of Law.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect the CDBG Grant funds disbursed to the Subrecipient pursuant to this Agreement, and all property and other assets purchased in whole or in part with CDBG Grant funds, from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all of its employees in an amount equal to the CDBG Grant fund cash advances from the Grantee. The Subrecipient shall name the Grantee as additional insured on all insurance policies required by this Subsection.

The Subrecipient shall: (1) provide insurance coverage for real property and equipment acquired or improved with federal funds in accordance with 2 CFR 200.310; and (2) comply with the bonding requirements for construction or facility improvement contracts or subcontracts set forth in 2 CFR 200.325, which requirements may include obtaining (a) a bid guarantee in the amount of five percent of the bid price from each bidder who participates in a procurement for the Work, and (b) a performance bond and a payment bond, respectively, each in the amount of 100 percent of the contract price, from each contractor who enters into a contract with the Subrecipient for the performance of some or all of the Work.

F. Grantee Recognition

The Subrecipient shall recognize the role of HUD and the Grantee in performing the Work under this Agreement. All activities, facilities, and items performed and utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative of each organization, and approved by the Subrecipient's and the Grantee's respective governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from their obligations under this Agreement.

The Grantee may, in its sole discretion, amend this Agreement as necessary to conform with Federal, state, or local governmental laws, regulations, guidelines, policies, and changes to available funding amounts by providing written notice to Subrecipient of such amendments.

H. Suspension or Termination

In accordance with 2 CFR 200.338 and 2 CFR 200.339, the Grantee may, without limitation of other available remedies at law or in equity, withhold payments of the CDBG Grant funds, disallow the use of CDBG Grant funds for all or part of the cost of

an Activity, or suspend or terminate all or any part of payment of the CDBG Grant funds or this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement. Material failures to comply with this Agreement include (but are not limited to) the following:

1. Failure by the Subrecipient to comply with any of the provisions of this Agreement and the Requirements of Law;
2. Failure by the Subrecipient to perform its obligations in accordance with this Agreement;
3. Improper use of CDBG Grant funds provided to the Subrecipient under this Agreement; and
4. Submission by the Subrecipient to the Grantee of reports, documents, statements, or any other information that is late, incorrect, inaccurate, incomplete, or misleading or fraudulent in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by written notification to HUD setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion of the CDBG Grant to be terminated. In the case of partial termination, if HUD determines that the remaining portion of the CDBG Grant will not accomplish the purpose for which the award was made, HUD may terminate the award in its entirety.

## **VIII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The Subrecipient shall comply with the standards and requirements of 24 CFR 570.502 and of 2 CFR Part 200, Subpart D, including, without limitation, the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

The Subrecipient shall administer its program in accordance with the cost principles set forth in 2 CFR Part 200, Subpart E. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Record Keeping**

1. Records to be Maintained

The Subrecipient shall maintain all records required by 2 CFR 200.333 and 24 CFR 570.506 that are pertinent to the Work to be funded under this Agreement (collectively, “**Records**”). These Records shall include, without limitation:

- a. Records providing a full description of the Work performed;
- b. Records demonstrating that the Work meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of the Work for funding under this Agreement;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG program;
- f. Financial Records, as required by 24 CFR 570.502; 2 CFR Part 200, Subpart D; and 24 CFR 84.21 through 84.28, in accordance with the standards set forth in 24 CFR 85.20, including, without limitation, accounting records with source documentation, including, without limitation, cancelled checks, paid bills, payroll records, detailed time and attendance records showing the amount of time spent by Subrecipient personnel in the performance of the Work, and contract and subcontract award documents; and
- g. All Records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial Records, supporting documents, statistical Records, and all other Records related to this Agreement and the performance of the Work pursuant to this Agreement for a period of six (6) years after the date that the Grantee submits, as part of Grantee’s annual performance and evaluation report to HUD, its final report to HUD regarding the Work supported pursuant to this Agreement (“**Retention Period**”). Notwithstanding the preceding sentence, if any litigation, claims, audits, negotiations or other actions involving the Records (collectively, “**Actions**”) accrue before the expiration of the Retention Period, then the Records must be retained by the Subrecipient until the Actions are fully resolved or the expiration of the Retention Period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided in connection with the Activities. Such data shall include, but not be limited to, each client’s name, address, social security number, income level or other basis for determining eligibility, and a description of service provided. Such information shall



be made available to Grantee or its designees on a quarterly basis during the Performance Review or upon request by the Grantee.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to the Activities and services performed and provided pursuant to this Agreement, is prohibited unless written consent is obtained from the client or, in the case of a minor client, the minor's parent or guardian; provided, however, that Subrecipient shall furnish to the Grantee all Records requested by the Grantee for the purpose of complying with the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed in accordance with 2 CFR 200.343, as determined by the Grantee in its sole discretion. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of all funds, and property and other assets purchased with funds, disbursed under this Agreement (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect and binding upon the Subrecipient during any period that the Subrecipient has control over CDBG funds or property, including program income.

6. Audits & Inspections

The Subrecipient shall provide all Records to the Grantee, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often they deem necessary, to audit, examine, and make copies, excerpts, or transcripts of such Records. Minimally, the Subrecipient shall provide all Records to the Grantee during each Performance Review conducted by Grantee in accordance with Section I.E of this Agreement.

Any violations of this Agreement or the Requirements of Law, or any other deficiency discovered during a Performance Review or audit of the Subrecipient, must be fully cured by the Subrecipient, to the satisfaction of the Grantee, HUD, or the Comptroller General of the United States, in their sole discretion, within 30 days after receipt by the Subrecipient of notice of the violations or deficiencies. Failure of the Subrecipient to comply with the requirements of this Section is an event of default under this Agreement and may, without limitation of other available remedies, result in the withholding and recovery of CDBG Grant fund payments to

the Subrecipient under this Agreement. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with applicable OMB Circulars.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall submit monthly written reports in a form acceptable to the Grantee of all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG Grant funds provided to the Subrecipient under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth in 24 CFR 570.504. Additionally, the Subrecipient shall use program income during the Time of Performance of this Agreement to fund the Work under this Agreement and shall reduce requests for CDBG funds by the amount of program income expended on the Work. All unexpended program income shall be returned to the Grantee at the end of the Time of Performance. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

The Subrecipient shall keep a record of all indirect costs in the manner required by HUD. Indirect costs are costs incurred for a common or joint purpose benefiting more than one cost objective but not readily assignable to those cost objectives without effort disproportionate to the results achieved. However, the Subrecipient acknowledges and agrees that it may not charge or seek payment of CDBG Grant funds for, and the Grantee shall not pay, any indirect costs.

3. Payment Procedures

The Subrecipient shall submit a payment request to the Grantee after completion of all Work required to complete the Housing Project on a form acceptable to the Grantee in its sole discretion. The Grantee shall not pay any CDBG Grant funds to the Subrecipient until after all Work has been completed by the Subrecipient and approved by the Grantee. The Grantee will pay to the Subrecipient CDBG Grant funds available under this Agreement if the Subrecipient has completed the Work in accordance with the Statement of Work. The Grantee will make such payments in accordance with the budget set forth in Section III of this Agreement and Grantee policy concerning payments. With the exception of certain advances, payments will be made for, and shall not exceed, eligible expenses actually incurred by the Subrecipient. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. The Grantee reserves the right to use funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

Together with the Performance Reports, the Subrecipient shall submit to the Grantee quarterly progress reports using information collection standards approved by the United States Office of Management and Budget regarding the performance of the Work and the expenditure of CDBG Grant funds in a form acceptable to the Grantee in its sole discretion. The Subrecipient shall also meet with the Grantee upon request to discuss the Grantee's performance under this Agreement.

D. Procurement

1. Compliance

The Subrecipient shall comply with the applicable requirements of 2 CFR 200.317 through 2 CFR 200.326 and the Grantee's purchasing policy for the procurement of all Work and related property and equipment pursuant to this Agreement and shall maintain inventory records of all non-expendable personal property procured with funds provided pursuant to this Agreement. The Subrecipient shall convey to the Grantee all program assets (including, without limitation, unexpended program income and personal property purchased with CDBG funds or program income) upon the termination or expiration of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the applicable requirements of 24 CFR 84.40 through 24 CFR 84.48 and 2 CFR 200.317 through 2 CFR 200.326.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Chicago metropolitan area to be paid for with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.310 through 200.316, 24 CFR Part 84, and 24 CFR 570.502, 570.503, and 570.504, as applicable, including, without limitation, the following requirements:

1. The Subrecipient shall transfer to the Grantee any CDBG Grant funds on hand, and any program income, and any accounts receivable attributable to the use of CDBG Grant funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds provided to the Subrecipient under this Agreement in an amount that exceeds \$25,000 ("***CDBG-Assisted Real Property***") shall be used, in accordance with 24 CFR 570.208, to meet one of the CDBG National Objectives for a period of at least five (5) years after the expiration of the Time of Performance, or such longer period of time as the Grantee deems appropriate, in its sole discretion ("***National Objective Period***"). If the Subrecipient fails to use CDBG-Assisted Real Property in a manner that meets a CDBG National Objective during the entire National Objective Period, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the CDBG-Assisted Property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the CDBG-Assisted Property. Such payment shall constitute program income to the Grantee.
3. If the Subrecipient sells equipment acquired, in whole or in part, with CDBG Grant funds under this Agreement, the pro rata portion of the sale proceeds that correspond to the amount of CDBG Grant funds used to acquire the equipment shall be program income. Equipment not needed by the Subrecipient to perform Work under this Agreement shall be either: (a) transferred to the Grantee for use by the CDBG Program, or (b) retained by the Subrecipient after paying the Grantee an amount equal to the amount of the fair market value of the equipment attributable to the amount of CDBG Grant funds used to acquire the equipment.

**IX. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

**X. PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, and applicable non-discrimination provisions set forth in Section 109 of the Housing and Community Development Act.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land approved by the Grantee to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations promulgated pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U S C 794, which prohibits discrimination against individuals with disabilities or handicaps in any Federally-assisted program.

B. Affirmative Action

1. Approved Plan

Before the payment of any CDBG Grant funds pursuant to this Agreement, the Subrecipient shall submit a plan for an Affirmative Action Program to Grantee for approval. This plan shall incorporate the language of the equal opportunity clause for federally-assisted construction contracts set forth in 41 CFR 60-1.4(b), which shall be binding on the Subrecipient and its contractors in accordance with its terms as if full set forth herein. The Subrecipient agrees that it shall carry out the Affirmative Action Program in accordance with the approved plan and with the principles provided in the President's Executive Order 11246 of September 24, 1966.

2. Women- and Minority-Owned Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the Work under this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth section 3(a) of the Small Business Act, 15 U S C. 632, as amended, and the term "minority and women's business enterprise" means a business at least fifty-one percent owned and controlled by minority group members or women. For the purpose of the definition of "minority and women's business enterprise," "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice at conspicuous places accessible and visible to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will cause the provisions of Sections X.A, Civil Rights and X.B, Affirmative Action of this Agreement, and the language required therein, to be included in every contract, subcontract, or purchase order with the Subrecipient's subrecipients, contractors, or subcontractors so that such provisions will be binding upon those subrecipients, contractors, or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds received pursuant to this Agreement or personnel employed in the administration of the Housing Project or Work for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient shall comply with the provisions of the Davis-Bacon Act, 40 U.S.C. 2141 *et seq.*, as amended, the Contract Work Hours and Safety Standards Act, 40 U.S.C. 37 *et seq.*, as amended, the Copeland Anti- Kick Back Act, 18 U.S.C. 874 *et seq.*, as amended, the regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Requirements of Law pertaining to wages and labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with the hour and wage requirements of these laws and regulations and shall make this documentation available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with all applicable Federal laws and regulations, including, without limitation, the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause to be inserted in all such contracts

provisions requiring compliance with the requirements of this paragraph by the Subrecipient's contractors and subcontractors.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135 and all applicable rules and orders issued prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement. These provisions are binding upon the Subrecipient and the Subrecipient's subrecipients, contractors, and subcontractors. Failure to comply with these provisions shall subject the Subrecipient, the Subrecipient's subrecipients, contractors, and subcontractors, and their successors and assigns, to the sanctions set forth in the Grantee's agreement with HUD through which the CDBG Grant is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient shall include the following language in all subrecipient contracts and subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 *et seq.*, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. When feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. When feasible, the Subrecipient shall award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to contractors that provide economic opportunities to low- and very low-income persons residing



within the metropolitan area in which the CDBG-funded project is located. When feasible, priority should be given to contractors that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent the Subrecipient from complying with the requirements set forth in this Subsection.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organizations or workers' representatives of the Subrecipient's commitments under this Section X.C.3 and shall post copies of the notice in conspicuous places accessible and visible to the Subrecipient's employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include the language set forth in Section X.C.3.a of this Agreement in every subcontract between the Subrecipient and its subrecipients, contractors, and subcontractors and will take all necessary and appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Subrecipient will not subcontract with any entity that the Subrecipient knows has been found in violation of regulations under 24 CFR Part 135 and will not enter into a subcontract with any subcontractor unless the subcontractor has first certified to the Subrecipient that it has the capacity to, and will, comply with the requirements of those regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee, which consent may be denied in the Grantee's sole discretion; provided, however, that claims for money due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts for the purpose of performing the Work or any of the Subrecipient's other obligations under this Agreement without first obtaining the written consent of the Grantee, which consent may be denied in the Grantee's sole discretion. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

b. Monitoring

The Subrecipient must regularly review all subcontracted services to assure compliance with the Requirements of Law, the provisions of this Agreement, and the provisions of the subcontract. The Subrecipient shall regularly inspect the Work site and the Work to assure that the work is completed in accordance with the subcontract, this Agreement, and the Requirements of Law. The Subrecipient shall prepare written reports documenting its review of the subcontracted Work, which reports must include, without limitation, the dates of the review, any compliance failures by subcontractors found by the Subrecipient, and the actions taken by the Subrecipient to cause the subcontractors to come into compliance. The Subrecipient shall provide these written reports to the Grantee upon request and whenever a report includes findings that a subcontractor failed to comply with the Requirements of Law, the provisions of this Agreement, or the provisions of the subcontract.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed by the Subrecipient and a subrecipient, contractor, or subcontractor in connection with the performance of this Agreement.

d. Selection Process

All subcontracts let by the Subrecipient in the performance of this Agreement shall be awarded in a fair and open competitive basis in accordance with the stricter of: (i) the applicable procurement standards set forth in 2 CFR 200.317 through 2 CFR 200.326, or (ii) Chapter 10 of Title 1 of the City Code of the City of Des Plaines, as amended, and the City's purchasing policy. Before letting any contracts for the construction or rehabilitation of improvements on real property, the Subrecipient shall, prior to seeking proposals for the construction or rehabilitation work, prepare estimates of the cost to perform the work.

Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this

Agreement, shall be in any way or to any extent expended on or used to support the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318, 24 CFR 84.42, and 24 CFR 570.611, as applicable, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative

agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. The Subrecipient will require that the language of this Section X.D.5 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable work, material, or inventions, the Subrecipient shall, and does hereby, grant to Grantee and the grantor agency the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work, material, or inventions for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**XI. ENVIRONMENTAL CONDITIONS**

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. The Clean Air Act, 42 U.S.C. 7401 *et seq.*, as amended, and all regulations promulgated thereunder;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
3. Regulations promulgated by the United States Environmental Protection Agency set forth in 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001, the Subrecipient shall require, as a condition of providing financial assistance for the acquisition of real property, or the construction of improvements on real property (including rehabilitation), located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program covering the applicable real property is obtained and maintained.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to, and the Subrecipient shall comply and cause its subrecipients and subcontractors to comply with, HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. These regulations pertain to all CDBG-assisted housing and require, without limitation, that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. The notification shall state the hazards of lead-based paint, the symptoms of and treatment options for lead poisoning, the precautions that should be taken when dealing with lead-based paint, and the advisability and availability of blood lead level screening for children under seven. The notice shall state that if lead-based paint is found on the property, abatement measures may be required to be performed. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be required to be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. 470, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of Work pursuant to this Agreement.

In general, and without limitation, compliance with the National Historic Preservation

Act and the regulations set forth in in 36 CFR Part 800 requires the concurrence of the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIV. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**City of Des Plaines**

[Insert Name of Organization]

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Title: \_\_\_\_\_ Executive Director

Countersigned: \_\_\_\_\_  
Director of Finance

DUNS I.D. # \_\_\_\_\_

Fed. I.D. # \_\_\_\_\_

Approved as to form:

Affirmative action approval:

\_\_\_\_\_  
City General Counsel

\_\_\_\_\_  
Contract Compliance Supervisor

## **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The certification set out below is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

### CERTIFICATION

- A. The Sub-recipient certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be undertaken against employees for violations of such prohibitions;
  - (b) Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - (e) Notifying the U.S. Department of Housing and Urban Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
  - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by



- a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
- B. The Sub-recipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The grantee further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE  
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE  
REQUIREMENTS**

Name of Grantee: [Click here and type name]

Grant Program Name: [Click here and type name]

Grant Number: [Click here and type number]

Date: [Click here and insert date]

The grantee shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification if different than above.

Place of Performance (include street address, city, county, state, zip code for each site): \_\_\_\_\_


**PROGRAM, SERVICE AREA, AND PROGRAM CLIENT STATISTICS**  
(included in the Application attached)



## MEMORANDUM

Date: November 15, 2023

To: Michael G. Bartholomew, City Manager

From: Sean P. Flanagan, Deputy Chief of Police 

Subject: Northwest Animal Hospital

**Issue:** The Des Plaines Police Department has used Northwest Animal Hospital since the 1990s to board and care for stray cats and dogs. In the past, the cost to the city was minor and as they are the only Animal Hospital in town set up to intake strays 24/7, this has been done without a contract. In recent years the cost of care has skyrocketed to the point that putting a contract out to a competitive bidding would be appropriate.

**Analysis:** Northwest Animal Hospital allows Des Plaines Police 24/7 access to drop off stray animals. The Animal Hospital then provides veterinary care, boarding, and feeding of the animal until the owner can be located. During this time the Animal Hospital is also required by law to put an identifying chip into the animal. On the occasions where no owner can be located and the animal is destroyed or put out for adoption, the costs of this care are paid by the city. From 2011-2021 the yearly costs would range from \$6,500 to \$11,000. In 2022 costs jumped up to almost \$19,000 and as of September 30, 2023, our costs have soared to over \$21,000. While it is impossible to know how many strays will be located and what veterinary care they will need, it is possible that our 2023 cost could exceed \$30,000 for the year.

**Recommendation:** I recommend that the City Council approve expenditures not to exceed \$35,000.00 to Northwest Animal Hospital of 2024 S. River Rd, Des Plaines Illinois, for the care and boarding of stray animals. I further recommend that a contract for this service be put out for a competitive bidding process for 2024 and beyond.

**Attachments:**

Resolution R-231-23

**CITY OF DES PLAINES**

**RESOLUTION R - 231 - 23**

**A RESOLUTION APPROVING THE PROCUREMENT OF ANIMAL CONTROL SERVICES FROM NORTHWEST ANIMAL HOSPITAL, P.C.**

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

**WHEREAS**, the City budgeted funds for use by the Police Department during the 2023 fiscal year to procure animal control services, including the impoundment of stray dogs and cats (“*Services*”); and

**WHEREAS**, Northwest Animal Hospital, P.C. (“*Hospital*”) provides the Services to the City; and

**WHEREAS**, as of September, 2023, the City has expended approximately \$21,000 for the procurement of Services from the Hospital; and

**WHEREAS**, the City anticipates that it will expend additional funds on the Services from Vendor during the remainder of the 2023 fiscal year; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirement and approve the expenditure of \$35,000 for Services during the 2023 fiscal year;

**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.** Pursuant to Section 1-10-15 of the City Code, the requirement that competitive bids be solicited for the procurement of the Services during the 2023 fiscal year is hereby waived.

**SECTION 3: APPROVAL OF EXPENDITURE.** The City Council hereby authorizes the expenditure of an amount not to exceed \$35,000 for the Services performed by the Hospital during the 2023 fiscal year.

**SECTION 4: AUTHORIZATION OF EXPENDITURE.** The City Council hereby authorizes and directs the City Manager and City Clerk to execute and seal all documents approved by the General Counsel, and the City Manager to make such payments, on behalf of the City, as

are necessary to procure the Services from the Hospital in the total not-to-exceed amount of \$35,000.

**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 \_\_\_\_\_

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Resolution Approving Payment for Animal Control Services 2020



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 8, 2023  
 To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
 From: Timothy P. Oakley, P.E., CFM, Director of Public Works & Engineering *TPO*  
 Subject: Resident Parking Only Near O'Hare Airport

**Issue:** At the October 2, 2023 City Council meeting, under Engineering Committee, on-street parking conditions in Des Plaines near O'Hare Airport were discussed. Consensus was reached to add additional streets to the Residential Parking Only sections of the City Code.

**Analysis:** The Engineering Committee discussed on-street parking conditions near O'Hare Airport. The concern is with vehicles parking for extended periods of time along City streets while the owner of the vehicle is out of town.

The following streets are recommended to be added to Section 7-3-9.B.1, Resident Parking Only, Twenty-Four Hours Daily, of the City Code:

- Cedar Street, from Jarvis Avenue to Touhy Avenue
- Chase Avenue, from Scott Street to Des Plaines River Road
- Jarvis Avenue, from Cedar Street to Magnolia Street
- Hickory Street, from Chase Avenue to Touhy Avenue
- Magnolia Street, from Jarvis Avenue to Touhy Avenue
- Scott Street, from Jarvis Avenue to Touhy Avenue

In addition, the following streets are recommended to be added to Section 7-3-10.D.1, Resident Parking Only, Resident District:

- Curtis Street, from Pratt Avenue to south end
- Nimitz Drive, from Curtis Street to Scott Street
- Sycamore Street, from Pratt Avenue to Central Avenue

Also, we have deleted obsolete language in each code section regarding permit decals and guest passes, which have not been used in several years due to administrative issues. Enforcement will continue to be on a complaint basis. Finally, we recommend increasing the fees for violations of both code sections to prompt compliance. Accordingly, we suggest \$100 for first offenses with \$250 fines for subsequent violations.

**Recommendation:** We recommend the above streets be added to the City Code for resident parking only enforcement and the fines for violations be increased.

**Attachments:**  
Ordinance M-20-23



**CITY OF DES PLAINES**

**ORDINANCE M - 20 - 23**

**AN ORDINANCE AMENDING TITLE 7 OF THE CITY CODE REGARDING RESIDENTIAL PARKING AND RESTRICTED RESIDENT PARKING DISTRICTS NEAR O'HARE AIRPORT.**

**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**, Chapter 3 of Title 7 of the City of Des Plaines City Code, as amended ("*City Code*"), regulates parking restrictions throughout the City; and

**WHEREAS**, the City desires to amend Chapter 3 of Title 7 of the City Code to delete obsolete provisions from the Residential Parking Only section related to resident and visitor parking permits, provide for additional streets to be included in the Residential Parking Only – Restricted Resident Parking District section, and increase the fine for parking in such district (collectively, "*Amendments*"); and

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

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

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

**SECTION 2: STOPPING, STANDING AND PARKING.** Section 7-3-9, titled "Residential Parking Only," of Chapter 3, titled "Stopping Standing and Parking," of Title 7, titled "Motor Vehicles and Traffic," of the City Code is hereby amended to read as follows:

**"7-3-9: RESIDENTIAL PARKING ONLY:**

A. Between The Hours Of Eight O'Clock A.M. To Six O'Clock P.M. Only: The following areas are designated as "resident residential-parking only" areas, during the hours of eight o'clock (8:00) A.M. to six o'clock (6:00) P.M. daily, and when signs are erected giving notice thereof, parking shall be restricted to service of delivery vehicles whose operators are doing business with residents of the designated areas ~~district~~ and vehicles owned by residents of the designated areas ~~and to vehicles displaying resident or visitor parking permits:~~

1. Evergreen Avenue between Laurel Avenue and Graceland Avenue, not including Saturdays, Sundays and holidays.

2. Willow Avenue between Laurel Avenue and Graceland Avenue, not including Saturdays, Sundays and holidays.

3. The south side of Brentwood Drive, excluding that portion of said street from the corner of Dulles Road to the end of Brentwood School property.

B. Twenty-Four Hours Daily:

1. Including Saturdays, Sundays, Holidays: The following areas are designated as "residential parking only" areas, ~~twenty-four (24)~~ hours daily, including Saturdays, Sundays and holidays, and when signs are erected giving notice thereof, parking shall be restricted to service of delivery vehicles whose operators are doing business with residents of the designated areas district and vehicles owned by residents of the designated areas and to vehicles displaying resident or visitor parking permits:

Bennett Place	From Locust Street east to alley, north side of street.
<u>Cedar Street</u>	<u>From Jarvis Avenue to Touhy Avenue.</u>
<u>Chase Avenue</u>	<u>From Scott Street to Des Plaines River Road.</u>
Cordial Drive	Both sides from Marshall Drive to 600 feet west thereof.
Dover Drive	South side from west property line of 255 Dover Drive to west property line of 93 Dover Drive.
<u>Hickory Street</u>	<u>From Chase Avenue to Touhy Avenue.</u>
<u>Jarvis Avenue</u>	<u>From Cedar Street to Magnolia Street.</u>
<u>Magnolia Street</u>	<u>From Jarvis Avenue to Touhy Avenue.</u>
Marshall Drive	Both sides from Courtesy Lane north to Mount Prospect park district property.
Pennsylvania Avenue	Both sides from Oakton Street north to Dover Drive.
<u>Scott Street</u>	<u>From Jarvis Avenue to Touhy Avenue</u>

2. Excluding Sundays: The following areas are designated as "residential parking only" areas, ~~twenty-four (24)~~ hours daily, excluding Sundays, and when signs are erected giving notice thereof, parking shall be restricted to the service of delivery vehicles whose operators are doing business with residents of the designated areas district and vehicles owned by residents of the designated areas and to vehicles displaying resident or visitor parking permits:

Prospect Avenue	Both sides from the intersection with Deane/Circle Streets to Illinois Street.
-----------------	--

~~C. Permit Decals: Upon application, a community service officer shall issue annual residential parking permit decals free of charge to residents of said designated areas for use on each car owned and registered within said residential parking area and displaying a current city vehicle sticker. Such a residential parking permit sticker shall be affixed at the lower left hand corner on the inside of the glass portion of the windshield of such motor vehicle, and shall be valid until the expiration date of the permit. This permit sticker shall not guarantee or reserve any parking space, nor shall it exempt the holder from the observance of any other traffic or parking regulation.~~

~~D. Guest Pass: In conjunction with issuance of a residential permit, the resident shall also receive guest passes free of charge, with a maximum of two (2) per household. Said guest passes shall be displayed in the lower left hand corner of the vehicle windshield.~~

~~E. Replacement: Replacement of an annual permit and accompanying guest passes will be issued annually or replaced when the original sticker or pass is surrendered to the city.”~~

**SECTION 3: RESTRICTED RESIDENT PARKING DISTRICT.** Section 7-3-10, titled “Restricted Resident Parking District,” of Chapter 3, titled “Stopping Standing and Parking,” of Title 7, titled “Motor Vehicles and Traffic,” of the City Code is hereby amended to read as follows:

**“7-3-10: RESTRICTED RESIDENT PARKING DISTRICT:**

**A. Purpose Of Restricted Resident Parking District:**

1. Allstate Arena immediately abuts a residential district of the city of Des Plaines.
2. Use of the Allstate Arena has caused an increase in the flow of traffic and use of the streets in the abutting Des Plaines residential district.
3. The increase in flow of traffic and usage of the streets in the abutting residential district constitutes a hazard to the health, safety and welfare of the residents of this abutting residential district.

**B. Definition Of Encompassed Area, Resident Parking District - Phase I:** From the intersection of Touhy Avenue and Mannheim Road, south on Mannheim Road to Higgins Road; east on Higgins Road to Scott Street; north on Scott Street to Touhy Avenue; west on Touhy Avenue to Mannheim Road.

**C. Resident Parking District - Towaway Zone:** The resident district specified in subsection B of this section shall constitute a towaway zone wherein posted.

**D. Resident Parking Only - Resident District:**

1. The following streets shall be resident parking only (within the abovementioned district, when signs are erected giving notice thereof):

Central Road	North side from Greco Avenue to Curtis Street.
<b><u>Curtis Street</u></b>	<b><u>From Pratt Avenue to south end.</u></b>
Estes Avenue	North side from Greco Avenue to Maple Street.
Farwell Avenue	North side from Greco Avenue to Maple Street.
Greenleaf Avenue	North side from Greco Avenue to Maple Street.
Lunt Avenue	North side from Greco Avenue to Maple Street.
Maple Street	East side from Pratt Avenue to Orchard Place School.
	West side from Pratt Avenue to Touhy Avenue.
Morse Avenue	North side from Greco Avenue to Maple Street.
<b><u>Nimitz Drive</u></b>	<b><u>From Curtis Street to Scott Street.</u></b>
Northshore Avenue	North and south sides from Curtis Street to Eisenhower Drive.
Pratt Avenue	South side from Mannheim Road to Eisenhower Drive.
<b><u>Sycamore Street</u></b>	<b><u>From Pratt Avenue to Central Avenue.</u></b>

~~2. Upon application and proof of residency in phase I district, a community service officer shall issue annual Allstate Arena parking permit decals to residents of the designated areas for use on each car owned and registered within the residential parking area and displaying a current city vehicle sticker. An Allstate Arena parking permit sticker shall be displayed on the driver's side of the windshield of the vehicle. This sticker shall not guarantee or reserve any parking space, nor shall it exempt the holder from the observance of any other traffic or parking regulations and shall be valid only in phase I orchard place district.~~

~~3. Upon application of a resident of phase I district, two (2) individual guest passes shall be issued to residents for the use of nonresidents who are guests of the resident. Only two (2) guest permits shall be issued per year. When a resident has need for more than two (2) guest passes, the resident shall contact the police department and specify the license plates of additional vehicles. These permits shall not guarantee or reserve any parking space, nor shall they exempt the holder from the observance of any other traffic or parking regulations and shall be valid only in phase I orchard place district.~~

~~4. No fee shall be charged for the annual Allstate Arena parking permit or guest passes. Replacement permits shall be issued upon receipt of an identifiable portion of the removed decal and a receipt for the current city vehicle sticker, and shall be treated the same as residential parking permits and guest passes.~~

~~E. No Parking At Any Time Resident District: The following streets shall be "No Parking At Any Time" (within the abovementioned district, when signs are erected giving notice thereof):~~

<b>Street</b>	<b>Location</b>	<b>Side</b>
Alger Street	Mannheim Road to Orchard Place	Both
Central Avenue	Greco Avenue to Curtis Street	South
Curtis Street	Central Avenue to Pratt Avenue	West
	Nimitz Drive to Pratt Avenue	East
Dale Street	Estes Avenue to Touhy Avenue	Both
Estes Avenue	Greco Avenue to Maple Street	South
Farwell Avenue	Greco Avenue to Maple Street	South
Greco Avenue	Pratt Avenue to Touhy Avenue	Both
Greenleaf Avenue	Greco Avenue to Maple Street	South
Lunt Avenue	Greco Avenue to Maple Street	South
Maple Street	Orchard Place School to Touhy Avenue	East
Morse Avenue	Greco Avenue to Maple Street	South
Nimitz Drive	Curtis Street to Eisenhower Drive	Both
Orchard Place	Higgins Road to Pratt Avenue	Both
Pratt Avenue	Mannheim Road to Eisenhower Drive	North
Sycamore Street	Central Avenue to Pratt Avenue	East

F-E No Parking 9:00 P.M. To 6:00 A.M. - Resident District: The following streets shall be "No Parking 9:00 P.M. to 6:00 A.M." (within the abovementioned district, when signs are erected giving notice thereof):

<b>Street</b>	<b>Location</b>	<b>Side</b>
Fargo Avenue	Lee Street east to Ash Street	North
Highland Drive	Lee Street east to Spruce Avenue	North"

”

**SECTION 4: CODE VIOLATIONS FINES.** Section 7-10-6, titled “Code Violation Fines,” of Chapter 10, retitled as “Traffic Enforcement and Penalties,” of Title 7, titled “Motor Vehicles and Traffic,” of the City Code is hereby amended to read as follows:

**“7-10-6: CODE VIOLATION FINES:**

Any person violating or failing to comply with any provision of this title shall be fined in accordance with the respective code violation amount specified in the following schedule:

**SCHEDULE OF CODE VIOLATION FINES**

<b>Code §</b>	<b>Violation</b>	<b>Citation Fine</b>	<b>21-Day Fine Final Notice</b>
	*	*	*
7-3-9	Residential parking only by permit	<del>31.00</del> <b><u>First violation:</u></b>	<del>46.00</del> <b><u>100.00</u></b>
		<b><u>Subsequent violation(s):</u></b>	<b><u>250.00</u></b>
7-3-10	Posted towaway zone	<del>63.00</del> <b><u>First violation:</u></b>	<del>78.00</del> <b><u>100.00</u></b>
		<b><u>Subsequent violation(s):</u></b>	<b><u>250.00</u></b>
	*	*	*”

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

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

**[SIGNATURE PAGE FOLLOWS]**

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

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

**VOTE:** Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

\_\_\_\_\_  
**MAYOR**

ATTEST:

\_\_\_\_\_  
**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2023.

Approved as to form:

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**Peter M. Friedman, General Counsel**

DP-Ordinance Amending Title 7 re Residential Parking Near OHare



FINANCE DEPARTMENT

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

MEMORANDUM

Date: November 7, 2023  
 To: Michael G. Bartholomew, City Manager  
 From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
 Subject: 2023 Property Tax Levy and Public Hearing

**Issue:** Each year the City complies with the Illinois Truth in Taxation Act (ITTA) requirements as it pertains to the issuance of the property tax levy. The ITTA requires the City to provide notice and conduct a public hearing if the proposed aggregate levy is 5% or more than the previous year’s property tax extension. The aggregate levy is defined as the combination of the annual corporate levy and all other special purpose levies. The aggregate levy does not include debt service levies and levies made for the purpose of paying amounts due under public building commission leases. Under the ITTA, the City would be prohibited from levying any amount greater than 5% of the previous year’s property tax extension if we failed to comply with this specific notice and hearing provisions.

**Analysis:** Presented for City Council approval is the 2023 Tax Levy representing a .58% decrease from the 2022 Property Tax Extension. Section 18-15 of the Illinois Property Tax Code requires that the City adopt a tax levy ordinance and file it with the County Clerk’s office by the last Tuesday in December (Tuesday, December 26 for 2023).

The 2023 Tax Levy is scheduled for first reading on November 20th (in conjunction with the public hearing on the Tax Levy) and second reading on December 4<sup>th</sup>. **However, the County Clerk’s office filing deadline of December 26, 2023 remains firm and it is imperative the City Council adopt a tax levy of some amount on or before the evening of December 26<sup>th</sup>, or the City would be prohibited from levying any property tax.**

2022 Property Tax Extension		2023 Property Tax Levy			
Fund	Amount	Fund	Amount	+/- %	+/- \$
Corporate Fund	8,435,904	Corporate Fund	8,317,254	-1.41%	(118,650)
Police Pension Fund	8,729,719	Police Pension Fund	8,678,115	-0.59%	(51,604)
Fire Pension Fund	8,058,202	Fire Pension Fund	8,228,456	2.11%	170,254
Library Board Fund	6,283,000	Library Board Fund	6,100,000	-2.91%	(183,000)
ITTA Aggregate Property Tax Extension	31,506,825	ITTA Aggregate Property Tax Levy	31,323,825	-0.58%	(183,000)

The table above depicts a detailed comparison of the 2022 Tax Extension and the 2023 Property Tax Levy. The 2023 Tax Levy, which includes the general (corporate) fund, police and fire pension funds, public library fund,



and bond & interest (debt service) fund, totals \$31,323,825. This represents a decrease of \$183,000 or -0.58% from the 2022 Property Tax Extension.

**Recommendation:** I recommend the City Council formally adopt the 2023 Property Tax Levy Ordinance.

***Attachments:***

Attachment 1 – Legal Notice – 2023 Tax Levy Public Hearing

Attachment 2 – 2023 Tax Levy Ordinance M - 19 - 23

Attachment 3 – 2023 Property Tax Levy Snapshot

## **NOTICE OF PROPOSED PROPERTY TAX LEVY FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS**

- I. A public hearing to approve a proposed property tax levy for the City of Des Plaines, Illinois (the "taxing district") for 2023 will be held at 7:00 PM on November 20, 2023 at Des Plaines City Hall, Room 102, 1420 Miner Street, Des Plaines, Illinois 60016.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Dorothy Wisniewski, Assistant City Manager / Finance Director, City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois 60016, 847-391-5300.

- II. The corporate and special purpose property taxes extended or abated for 2022 were \$31,506,825.

The proposed corporate and special purpose property taxes to be levied for 2023 are \$31,323,825. This represents a decrease of -0.58% from the previous year.

- III. The property taxes extended for debt service and public building commission leases for 2022 were \$0.00.

The estimated property taxes to be levied for debt service and public building commission leases for 2023 are \$0.00.

- IV. The total property taxes extended or abated for 2022 were \$31,506,825.

The estimated total property taxes to be levied for 2023 are \$31,323,825. This represents a decrease of -0.58% from the previous year.

**CITY OF DES PLAINES**

**ORDINANCE M - 19 - 23**

**AN ORDINANCE LEVYING TAXES FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS FOR THE TAX LEVY YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS IN THE EXERCISE OF ITS HOME RULE POWER, AS FOLLOWS:**

**SECTION 1:** That a tax in the sum of \$31,323,825 (Thirty One Million, Three Hundred Twenty Three Thousand, Eight Hundred Twenty Five Dollars) being the total estimated appropriation heretofore legally made, or so much thereof as may be authorized by law, which is to be collected from the 2023 tax year levy for all Corporate purposes of the City of Des Plaines, including but not limited to, the maintenance of the Des Plaines Free Public Library, and Police and Firefighter Pension Funds as appropriated for the fiscal year by the ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF DES PLAINES, duly passed by the City Council of the said City of Des Plaines, be and the same is hereby levied for said purposes against all taxable property in the City of Des Plaines for the fiscal year commencing January 1, 2023 and ending December 31, 2023.

**SECTION 2:** The specific amounts as levied for the various purposes heretofore named are indicated herein by being placed in a separate column under the heading “TO BE RAISED BY TAXATION” which appears over same. The said tax is so levied for the aforesaid, said items being as follows:

<u>Fund</u>	<u>2023 Estimated Appropriations</u>	<u>Estimated Receipts from sources other than Taxation</u>	<u>To be raised by Taxation</u>
General Fund	91,585,184	83,267,930	8,317,254
Police Pension Fund	8,678,115		8,678,115
Fire Pension Fund	8,228,456		8,228,456
Bond & Interest (Debt Service)	0		0
<u>Public Library Fund</u>	<u>7,648,711</u>	<u>1,548,711</u>	<u>6,100,000</u>
Total:	116,140,466	84,816,641	31,323,825

**SECTION 3:** It is hereby provided that any funds remaining on hand shall be construed with and classified with the miscellaneous revenue anticipated during the coming year and covered by the appropriation from such miscellaneous revenue.

**SECTION 4:** That 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-2023 Tax Levy Ordinance

**2023 PROPERTY TAX LEVY**  
 (Collections to occur in the 2024 Budget)

<b>Purpose</b>	<b>2021 Tax Extension</b>	<b>2022 Tax Extension</b>	<b>2023 Tax Levy</b>	<b>Dollar Change 2023</b>	<b>Percent Change 2023</b>
Corporate	8,435,904	8,435,904	8,317,254	(118,650)	-1.41%
Police Pension	8,550,506	8,729,719	8,678,115	(51,604)	-0.59%
Firefighter Pension	8,237,415	8,058,202	8,228,456	170,254	2.11%
<b>Total City</b>	<b>\$ 25,223,825</b>	<b>\$ 25,223,825</b>	<b>\$ 25,223,825</b>	<b>\$ -</b>	<b>0.00%</b>
<b>Library</b>	<b>6,283,000</b>	<b>6,283,000</b>	<b>6,100,000</b>	<b>(183,000)</b>	<b>-2.91%</b>
	<b>31,506,825</b>	<b>31,506,825</b>	<b>31,323,825</b>	<b>\$ (183,000)</b>	<b>-0.58%</b>

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, NOVEMBER 20, 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 6:01 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, November 20, 2023.

**ROLL CALL**

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

**CLOSED SESSION**

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

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Oskerka, Sayad,  
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 2 - Moylan, Brookman

Motion declared unanimously carried.

The City Council recessed at 6:02 p.m.

The City Council reconvened at 7:04 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, Assistant Director of Community and Economic Development Johnson, Fire Chief Anderson, 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 Moylan.

**MINUTES OF THE PUBLIC HEARINGS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS DES PLAINES CIVIC CENTER, MONDAY, NOVEMBER 20, 2023**

**PUBLIC HEARING/  
CONSIDER LEVYING  
TAXES FOR THE  
CITY FOR THE TAX  
LEVY YEAR  
BEGINNING  
JAN 1, 2023 &  
ENDING DEC 31, 2023  
Ordinance  
M-19-23**

Mayor Goczkowski called the Public Hearing for reconsideration of Ordinance M-19-23, an ordinance levying taxes for the City of Des Plaines, Cook County, Illinois for the tax levy year beginning January 1, 2023 and ending December 31, 2023, to order at 7:05 p.m.

Assistant City Manager/Director of Finance Wisniewski reviewed a memorandum dated November 7, 2023.

The Illinois Truth in Taxation Act (ITTA) requires the City to provide notice and conduct a public hearing if the proposed aggregate levy is 5% or more than the previous year's property tax extension. Under the ITTA, the City would be prohibited from levying any amount greater than 5% of the previous year's property tax extension if the City failed to comply with this specific notice and hearing provisions.

Presented for City Council approval is the 2023 Tax Levy representing a .58% decrease from the 2022 Property Tax Extension. Section 18-15 of the Illinois Property Tax Code requires that the City adopt a tax levy ordinance and file it with the County Clerk's office by the last Tuesday in December (Tuesday, December 26 for 2023).

The 2023 Tax Levy is scheduled for first reading on November 20th (in conjunction with the public hearing on the Tax Levy) and second reading on December 4th.

Staff recommends the City Council formally adopt the 2023 Property Tax Levy Ordinance.

Moved by Charewicz, seconded by Sayad, to Approve First Reading of Ordinance M-19-23, AN ORDINANCE LEVYING TAXES FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS FOR THE TAX LEVY YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023.

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.

Mayor Goczkowski adjourned the Public Hearing at 7:08 p.m.

### **PUBLIC COMMENT**

Resident Kathleen Petersen stated she is working with the Izzak Walton League to form a coalition of environmentalists and spoke on behalf of the initiatives.

Resident Stan Zimmerman expressed his disagreement with the development of the bridge over the Union Pacific railroad tracks on Algonquin Rd.

### **ALDERMAN ANNOUNCEMENTS**

Alderman Moylan wished everyone a Happy Thanksgiving.

Alderman Oskerka mentioned the Optimist Club will be opening their annual tree lot for the season at Lake Park on November 25th through December 22<sup>nd</sup>.

Alderman Sayad gave a reminder that on December 1st is the Holiday Tree Lighting Ceremony and on December 2nd is the Winter Fair at Metropolitan Square. He also stated garbage pickup will be delayed this week by a day due to the holiday. He wished everyone a Happy Thanksgiving. He also mentioned the Elk Grove Township will be hosting a seminar regarding property taxes on November 28th at 6:00 p.m.

Alderman Brookman stated she hosted a meeting for a couple of neighborhoods in the 5th Ward and thanked Police Chief Anderson and two members of his staff for an excellent presentation. She also wished everyone a Happy Thanksgiving.

Alderman Walsten wished everybody a Happy Thanksgiving. He also thanked Police Chief Anderson for taking care of a recent issue.

Alderman Smith thanked the Lucci family for having a successful tree sale with proceeds benefiting the local backpack program.

Alderman Charewicz wished a Happy Thanksgiving. He mentioned leaf pick up will not be delayed this week even with the holiday. He also repeated Optimist Tree lot is set up at Lake Opeka. He stated his next ward meeting will be December 5th at 7:00 PM.



**MAYOR  
ANNOUNCEMENTS**

Mayor Goczkowski acknowledged Maine Township, the American Legion Post 36, and the Des Plaines Community Foundation for helping the community with Thanksgiving giveaways. He also mentioned the Cook County Board of Appeals stated Maine Township and Elk Grove Township are currently open for appeal through December 12<sup>th</sup>; further information can be found at [www.cookcountyboardofreview.com](http://www.cookcountyboardofreview.com).

**MANAGER'S  
REPORT**

City Manager Bartholomew mentioned discussion regarding canceling the January 2<sup>nd</sup> meeting.

City Council had consensus to cancel the January 2<sup>nd</sup> regular meeting of the City Council.

**CONSENT AGENDA**

Assistant Director of CED Johnson Ryan mentioned that Item #8, second reading of Ordinance Z-31-23, consideration of a conditional use permit for an auto service repair use at 607 E Oakton St. required some clarification under ordinance section #2 stating the minimum 5 foot wide perimeter landscape area must be installed along the perimeter of the parking area should be corrected to state that the perimeter of the south parking area and the east property line shown on the site plan should have the five foot landscape buffer.

Moved by Sayad, seconded by Brookman, to Establish the Consent Agenda with the changes mentioned.

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 Oskerka, to Approve the Consent Agenda with the changes mentioned.

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; Ordinance M-17-23, M-18-23, Z-31-23 were adopted; Ordinance M-20-23 was approved; Resolutions R-209-23, R-211-23, R-212-23, R-213-23 were adopted.

**APPROVE AMEND  
TITLE 7/ PARKING/  
NEAR O'HARE  
Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve First Reading of Ordinance M-20-23, AN ORDINANCE AMENDING TITLE 7 OF THE CITY CODE REGARDING RESIDENTIAL PARKING AND RESTRICTED RESIDENT PARKING DISTRICTS NEAR O'HARE AIRPORT. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance  
M-20-23**

**APPROVE CBA/  
AFSCME  
Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-209-23, A RESOLUTION APPROVING A THREE-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-209-23**

**AUTH PROC/ ROCK SALT/ MORTON**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-211-23, A RESOLUTION AUTHORIZING THE PROCUREMENT OF ROCK SALT FROM MORTON SALT, INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-211-23**

**REJECT BIDS/ BOILER & HEAT**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-212-23, A RESOLUTION REJECTING ALL BIDS FOR THE PUBLIC WORKS BUILDING BOILER REPLACEMENT AND MAIN GARAGE INFRARED HEAT INSTALLATION. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-212-23**

**APPROVE PLAT OF DED/ 2321 EASTVIEW**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-213-23, A RESOLUTION APPROVING A PLAT OF DEDICATION FOR A PORTION OF PRIVATE PROPERTY AT 2321 EASTVIEW DRIVE. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-213-23**

**SECOND READING/ ORDINANCE**  
**M-17-23**  
**Consent Agenda**

Advanced to second reading by Brookman, seconded by Oskerka, to Adopt the Ordinance M-17-23, AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2022 TAX LEVY FOR THE 2018 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/ ORDINANCE**  
**M-18-23**  
**Consent Agenda**

Advanced to second reading by Brookman, seconded by Oskerka, to Adopt the Ordinance M-18-23, AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NO. 15 OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/ ORDINANCE**  
**Z-31-23**  
**Consent Agenda**

Advanced to second reading by Brookman, seconded by Oskerka, to Adopt the Ordinance Z-31-23, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR AN AUTO SERVICE REPAIR USE AT 607 E. OAKTON STREET, DES PLAINES, ILLINOIS (Case #23-055- CU). Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE MINUTES**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve the Minutes of the Special Meeting of the City Council – 2024 Budget Hearing #2 of October 18, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE MINUTES**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve the Minutes of the City Council meeting of November 6, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE MINUTES**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve the Closed Session Minutes of the City Council meeting of November 6, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

**NEW BUSINESS**

**FINANCE & ADMINISTRATION** – Alderman Sayad, Chair

**WARRANT**  
**REGISTER**  
**Resolution**  
**R-214-23**

Alderman Sayad presented the Warrant Register.

Moved by Sayad, seconded by Oskerka, to Approve the Warrant Register of November 20, 2023, in the Amount of \$5,448,756.03 and Approve Resolution R-214-23.

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.

**CONSIDER**  
**ADOPTING THE**  
**CITY'S CURRENT**  
**PAID LEAVE &**  
**BENEFITS POLICY &**  
**OPTING OUT OF THE**  
**ILLINOIS PAID**  
**LEAVE FOR ALL**  
**WORKERS FOR**  
**EMPLOYEES**  
**Ordinance**  
**M-21-23**

On March 13, 2023, Governor JB Pritzker signed into law the Illinois Paid Leave for All Workers Act (Public Act 102-1143), which established mandatory paid leave for all workers in Illinois with limited exceptions. As a home rule municipality, the City of Des Plaines has the opportunity to opt out of this Act and adopt its own generous leave policies. Action must be taken before the Act's effective date of January 1, 2024.

The Illinois Paid Leave for All Workers Act entails the following key provisions: Employee Rights Under the Act:

- Eligibility for 1 hour of leave for every 40 hours worked (or pro-rated based on average weekly hours), with a maximum of 40 hours.
- Leave can be used for any reason and any time without notice unless the employer has a written policy for such procedures; an employer may require up to seven calendar days' notice if leave is foreseeable.
- No requirement to find a replacement when using leave.
- Payout of leave is mandated upon employment separation if the leave is banked under current vacation or personal leave policies. If it is tracked via a separate leave bank, it is not required to be paid out upon separation from the City.
- Carryover from the prior year is required if the leave is accrued, not frontloaded.
- Employees can request their leave balance at any time.

Employer Rights Under the Act:

- Employers can require leave to be used in 2-hour increments, provided it is stated in a policy.
- Up to a 7-day advanced notice requirement can be instituted for foreseeable leave, as long as it is stated in a policy.
- Employees are not entitled to use paid leave under the Act until 90 days following commencement of employment, or the effective date of the Act, whichever is later.
- Employers do not have to make a payout upon separation if leave is separately banked, but an employer must still comply with the Act's reporting requirements, including preserving records for not less than three years, and providing notice of the amount of paid leave accrued or used upon an employee's request.

The Act does not apply to school districts, park districts, and employees in the currently covered collective bargaining agreements. Employees covered by a collective bargaining agreement as of January 1, 2024, are also exempt, but the Act's provisions become mandatory subjects of bargaining upon contract expiration. This includes public safety collective bargaining agreements.

The City of Des Plaines currently provides a comparable paid time off package to its employees. Under the plain language of the Act, there are no exceptions for lack of coverage or resources in City Hall or a public safety environment. For those exceptions, this issue will be rectified by placing regular part-time positions on a pro-rated version of the City's vacation and sick leave accrual programs.

In consultation with the City Attorney, staff recommends that the City of Des Plaines as an employer exempt itself from the Paid Leave for All Workers’ Act through its home rule authority, and instead, adopt its current paid leave policies.

In order to do this, the City Council must pass an ordinance opting out of the Illinois Paid Leave for All Workers Act and officially adopting its existing paid leave policies before its effective date on January 1, 2024.

Alderman Brookman requested it be reflected the City Council authorizes policy changes, not the Human Resource department; she wanted to make it clear that if there is a change that is not related to the mandate for opting out, that the change comes before the City Council and not Human Resources.

Alderman Brookman called for a point of order that she would like to vote in favor of this ordinance, but she wanted to go on record that it is without Human Resources dictating that they would take care of this change of policy; she stated if there is a change of policy, it comes before the City Council and Human Resources does not change policy.

Moved by Sayad, seconded by Brookman, to Approve First Reading of Ordinance M-21-23, AN ORDINANCE ADOPTING THE CITY OF DES PLAINES’ CURRENT PAID LEAVE AND BENEFITS POLICY AND OPTING OUT OF THE ILLINOIS PAID LEAVE FOR ALL WORKERS ACT (820 ILCS 192/1 et seq.) FOR ALL CITY OF DES PLAINES EMPLOYEES.

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.

Advanced to second reading by Sayad, seconded by Brookman, to Adopt the Ordinance M-21-23, AN ORDINANCE ADOPTING THE CITY OF DES PLAINES’ CURRENT PAID LEAVE AND BENEFITS POLICY AND OPTING OUT OF THE ILLINOIS PAID LEAVE FOR ALL WORKERS ACT (820 ILCS 192/1 et seq.) FOR ALL CITY OF DES PLAINES EMPLOYEES.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**COMMUNITY DEVELOPMENT** – Alderman Moylan, Chair

**CONSIDER ZONING**  
**TEXT AMEND RE**  
**LANDSCAPE BUFFER**  
**REQ IN C-4 DISTRICT**  
**Ordinance**  
**Z-32-23**

Assistant Director of Community & Economic Development Johnson reviewed a memorandum dated November 8, 2023.

The petitioner is proposing to modify Section 12-10-9.C to require properties located in the C-4 Regional Shopping district that abut residential properties to comply with landscape buffer requirements in Section 12-10-9 of the Zoning Ordinance.

Currently, properties in the C-4 Regional Shopping district are exempt from the landscape buffer requirements. However, many properties in the C-4 district directly abut or are adjacent to properties in the R-1 or R-2 districts. Staff has also received complaints regarding existing fences on some C-4-zoned properties that are in disrepair and are not providing

proper screening between different districts. As such, staff is proposing to adjust the landscape buffer table above to add the C-4 district, requiring properties in this district to comply with landscape buffer regulations currently in place for properties in the C-3, M-1, M-2, and M-3 districts.

The full proposed amendments are attached and are summarized below:

Section 12-10-9, Landscape Buffers: Adjust subsection C of this section to regulate landscape buffers for properties located in the C-4 Regional Shopping district the same way as currently regulated for properties in the C-3, M-1, M-2, and M-3 districts. The landscape buffer regulations that will apply are as follows:

- Shade trees, a minimum of two and one-half inches in caliper, shall be planted on an average of one tree for every 30 feet of the yard length.
- A solid wood, vinyl, or masonry fence eight feet in height shall be erected along 100 percent of the yard length.
- The landscape buffer area not planted with trees shall be maintained as turf or other ground cover.

The Planning and Zoning Board (PZB) recommended approval 6-0 of the amendments.

Moved by Brookman, seconded by Walsten, to Approve First Reading of Ordinance Z-32-23, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING LANDSCAPE BUFFERS AND SCREENING.

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.

Advanced to second reading by Brookman, seconded by Walsten, to Adopt the Ordinance Z-32-23, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING LANDSCAPE BUFFERS AND SCREENING.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**OTHER MAYOR COMMENTS**

Mayor Goczkowski wished everyone a Happy Thanksgiving, and hopes to see everyone at the Holiday Tree Lighting on December 1<sup>st</sup>.

**ADJOURNMENT**

Moved by Sayad, seconded by Brookman to adjourn the meeting. Upon voice vote, motion declared carried. The meeting adjourned at 7:45 p.m.

\_\_\_\_\_  
 Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
 Andrew Goczkowski, MAYOR



## OFFICE OF CITY ATTORNEY

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

## MEMORANDUM

**Date:** January 5, 2023  
**To:** Mayor Goczkowski and Aldermen of the City Council  
**From:** Peter M. Friedman, General Counsel  
**Subject:** Authorization to Acquire of 1504 Miner Street, Des Plaines, Illinois through Condemnation

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**Issue:** Whether to authorize the acquisition of 1504 Miner Street, Des Plaines, Illinois by the City through condemnation.

**Analysis:** The City Council has provided direction to City Staff and the General Counsel to move forward with the acquisition of the Property located at 1504 Miner Street (“Property”). Since that direction was given, the City has been attempting to engage the owner of the Subject Property in negotiations with the goal of reaching a mutual agreement on a price at which the owner would be willing to sell the Subject Property to the City and at which the City would be willing to purchase the Property from the owner.

The City intends to make a best and final offer in an effort to acquire the Subject Property at a fair price in a voluntary transaction. The attached ordinance authorizes the acquisition of the Property through eminent domain proceedings if that offer is rejected.

**Recommendation:** Consider adoption of an ordinance authorizing the acquisition of 1504 Miner Street, Des Plaines, Illinois through condemnation.

**Attachments:**  
Ordinance M-3-23  
Exhibit A

CITY OF DES PLAINES

ORDINANCE M - 3 - 23

**AN ORDINANCE AUTHORIZING THE ACQUISITION THROUGH CONDEMNATION OF FEE SIMPLE TITLE TO THE PROPERTY LOCATED AT 1504 MINER STREET.**

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

**WHEREAS**, the real property commonly known as 1504 Miner Street ("**Subject Property**") is legally described in *Exhibit A* attached to, and by this reference, made a part of this Ordinance; and

**WHEREAS**, the City desires to acquire the Subject Property and use the Subject Property for proper public purposes; and

**WHEREAS**, the City has been attempting to engage the owner of the Subject Property ("**Owner**") in good faith negotiations with the goal of reaching a mutual agreement on a price at which the Owner would be willing to sell the Subject Property to the City and at which the City would be willing to purchase the Subject Property from the Owner ("**Fair Price**"); and

**WHEREAS**, as part of its good faith negotiations, the City presented to the Owner with an offer to purchase the Subject Property ("**City's Offer**"); and

**WHEREAS**, the Owner has either provided no response or no reasonable response to the City's Offers; and

**WHEREAS**, the City intends to make a best and final offer based upon an independent appraisal prepared and submitted by a Member of the Appraisal Institute in an effort to acquire the Subject Property at a Fair Price in a voluntary transaction ("**City's Final Offer**"), and if the City's Final Offer is rejected, then the City is adopting this Ordinance to authorize the initiation of eminent domain proceedings; and

**WHEREAS**, the City Council specifically finds that it is necessary, advisable, and in the best interests of the City to acquire the Subject Property in the manner, and pursuant to the powers and authority, set forth in this Ordinance and in the Illinois Compiled Statutes, including specifically, but without limitation, the provisions of Section 5/11-61-1 *et seq.* of the Illinois Municipal Code, Section 5/11-74.4-4(c) of the Illinois Municipal Code, and the Illinois Eminent Domain Act, 735 ILCS 30/1-1-1 *et seq.*;

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

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

**SECTION 2: ACQUISITION NECESSARY, CONVENIENT, AND DESIRABLE.** The City Council finds that it is necessary, convenient, and desirable for the City to acquire the Subject Property in furtherance of the purposes set forth in the recitals of this Ordinance and as may otherwise be authorized by law. The City Council finds that the location of the Subject Property is proper and appropriate for such purposes and that the Subject Property is properly and lawfully subject to condemnation by the City.

**SECTION 3: AUTHORIZATION FOR ACQUISITION.** If the Owner and the City Manager and City's General Counsel are unable to agree on the amount of compensation to be paid by the City to the Owner for the purchase of its respective portion of the Subject Property, and if the Owner fails or refuses to accept the City's Final Offer, then the City Council, in furtherance of the findings and public purposes set forth in this Ordinance and in accordance with the authority conferred by the Illinois Compiled Statutes including specifically, but without limitation, the provisions of Section 5/11-61-1 *et seq.* of the Illinois Municipal Code, Section 5/11-74.4-4(c) of the Illinois Municipal Code, and the Illinois Eminent Domain Act, 735 ILCS 30/1-1-1 *et seq.*, authorizes and directs the City's General Counsel to file and prosecute to completion eminent domain or other legal proceedings to acquire fee simple title to the Subject Property.

**SECTION 4: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**[SIGNATURE PAGE FOLLOWS]**



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

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

**VOTE:** AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

LOT 62, (EXCEPT THE SOUTHEASTERLY 32.1 FEET MEASURED ALONG THE NORTHEASTERLY LINE OF MINER STREET), AND PART OF LOT 63, (EXCEPT THE NORTHERLY 8 FEET OF THE SAID LOTS TAKEN FOR ALLEY), WHICH LIES SOUTHEASTERLY OF A LINE, DRAWN FROM A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 63, WHICH IS 20.21 FEET NORTHWESTERLY FROM THE SOUTHWESTERLY CORNER, TO A POINT IN THE SOUTHWESTERLY LINE OF THE ALLEY, WHICH IS 20.3 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF THE SAID LOT, (MEASURED ALONG THE WESTERLY LINE OF THE SAID ALLEY), IN THE ORIGINAL TOWN OF RAND, IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 09-17-415-025-0000

Commonly known as 1504 Miner Street, Des Plaines, Illinois



FINANCE DEPARTMENT

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

MEMORANDUM

Date: November 21, 2023  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-232-23, December 4, 2023, Warrant Register

**Recommendation:** I recommend that the City Council approve the December 4, 2023, Warrant Register Resolution R-232-23.

Warrant Register.....\$5,525,160.67

**Estimated General Fund Balance**  
Balance as of 10/31/2023: \$31,087,135  
*Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1<sup>st</sup> & 2<sup>nd</sup> installments of property tax revenue.*

**CITY OF DES PLAINES**

**RESOLUTION**

**R-232-23**

**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.**

**December 4, 2023**

# City of Des Plaines

## Warrant Register 12/04/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 100 - General Fund</b>						
<b>Elected Office</b>						
<b>Division: 110 - Legislative</b>						
1	5310	Membership Dues	1319 IL Municipal League	2024 Dues	2024 Membership Annual Dues 1/1/24-12/31/24 - City Wide	3,500.00
2	5310	Membership Dues	2980 Chicago Metropolitan Agency for Planning	2024MUN055	Membership Dues 7/1/23-6/30/24	2,648.41
3	6000	Professional Services	8452 Anderson Legislative Consulting LTD	11-2023	Lobbyist Services - November 2023 - R-120-23	5,420.00
<b>Total 110 - Legislative</b>					<b>11,568.41</b>	

<b>Total 10 - Elected Office</b>					<b>11,568.41</b>
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<b>City Administration</b>						
<b>Division: 210 - City Manager</b>						
4	6005	Legal Fees	8133 Elrod Friedman LLP	14977	10-23 Non-Retainer Matters	702.00
5	6005	Legal Fees	8133 Elrod Friedman LLP	14979	10-23 Non-Retainer Matters	167.50
6	6005	Legal Fees	8133 Elrod Friedman LLP	14980	10-23 Non-Retainer Matters	1,323.00
7	6005	Legal Fees	8133 Elrod Friedman LLP	14981	10-23 Non-Retainer Matters	468.00
8	6005	Legal Fees	8133 Elrod Friedman LLP	14982	10-23 Non-Retainer Matters	602.00
9	6005	Legal Fees	8133 Elrod Friedman LLP	14983	10-23 Non-Retainer Matters	1,568.00
10	6005	Legal Fees	8133 Elrod Friedman LLP	14987	10-23 Non-Retainer Matters	390.00
11	6005	Legal Fees	8133 Elrod Friedman LLP	14990	10-23 Non-Retainer Matters	113.00
12	6005	Legal Fees	8133 Elrod Friedman LLP	OCT 2023 RET	October 2023 Retainer	19,500.00
13	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	17521	Legal Services - Labor & Employment Matters October 2023	12,010.00
<b>Total 210 - City Manager</b>					<b>36,843.50</b>	

<b>Division: 230 - Information Technology</b>						
14	6300	R&M Software	5068 IT Savvy LLC	01459110	Palo Alto Subscription 1/21/2024- 10/31/2024	14,308.38
15	6300	R&M Software	1035 Dell Marketing LP	10708450501	Dell MS EA Annual Renewal True-UP R-182-23 11/1/23-10/31/24	113,250.02
16	6300	R&M Software	1035 Dell Marketing LP	10708601547	Dell MS EA Annual Renewal True-UP R-182-23 11/1/23-10/31/24	96,064.08
<b>Total 230 - Information Technology</b>					<b>223,622.48</b>	

<b>Division: 240 - Media Services</b>						
17	6195	Miscellaneous Contractual Services	8955 WasteNot Incorporated	00013121	Composting Service & Container Rental for Pumpkin Smash 11/4/23	237.50

# City of Des Plaines

## Warrant Register 12/04/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
18	6195	Miscellaneous Contractual Services	8850 LanguageLine Solutions	11148735 Translation of City Communications 10/31/2023	1,920.11
<b>Total 240 - Media Services</b>					<b>2,157.61</b>

<b>Division: 250 - Human Resources</b>						
19	5340	Pre-Employment Testing	1267 Northwest Community Hospital	32427	1 NH Pre-Employment Testing 10/21/2023	50.00
20	5340	Pre-Employment Testing	8533 Justifacts Credential Verification	376289	5 Pre-Employment Background Screenings 10/17-10/19/2023	508.20
21	7000	Office Supplies	1644 Warehouse Direct Inc	5609207-0	2 Cartons of Banker Boxes	229.22
<b>Total 250 - Human Resources</b>					<b>787.42</b>	

<b>Total 20 - City Administration</b>					<b>263,411.01</b>
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<b>Community Development</b>						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
22	6000	Professional Services	6315 B&F Construction Code Services Inc	18478	October 2023 Inspection Services	5,560.44
23	6000	Professional Services	5764 GovTempUSA LLC	4282290	Permit Tech Assistance - Clerical Weeks Ending 10/22 & 10/29/23	2,835.00
24	6000	Professional Services	6315 B&F Construction Code Services Inc	62945	Plan Review 10/13/2023 Project #1129308	225.00
25	6000	Professional Services	6315 B&F Construction Code Services Inc	63086	Plan Review 10/30/2023 Project #1129517	225.00
26	6000	Professional Services	6315 B&F Construction Code Services Inc	63102	Plan Review 11/1/2023 Project #119506	225.00
27	6000	Professional Services	6315 B&F Construction Code Services Inc	63103	Plan Review 11/1/2023 Project #1129472	225.00
28	6000	Professional Services	6315 B&F Construction Code Services Inc	63122	Plan Review 11/2/2023 Project #1126420	600.00
29	6000	Professional Services	6315 B&F Construction Code Services Inc	63123	Plan Review 11/2/2023 Project #1129559	1,877.87
30	6000	Professional Services	6315 B&F Construction Code Services Inc	63135	Plan Review 11/3/2023 Project #1129552	225.00
31	6000	Professional Services	6315 B&F Construction Code Services Inc	63136	Plan Review 11/03/2023 Project #1129556	225.00
32	6000	Professional Services	6315 B&F Construction Code Services Inc	63137	Plan Review 11/03/2023 Project #1129558	225.00
33	6000	Professional Services	6315 B&F Construction Code Services Inc	63141	Plan Review 11/03/2023 Project #1129555	225.00
34	6000	Professional Services	6315 B&F Construction Code Services Inc	63151	Plan Review 11/03/2023 Project #1129560	895.01
35	6000	Professional Services	6315 B&F Construction Code Services Inc	63188	Plan Review 11/10/2023 Project #1129637	2,237.53
36	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	DP9225	27 Elevator Inspections October 2023	216.00
37	6005	Legal Fees	8133 Elrod Friedman LLP	14978	10-23 Non-Retainer Matters	14,694.50
38	6110	Printing Services	1233 Press Tech Inc	51890	CED #10 Window Envelopes 10/30/2023	484.00

# City of Des Plaines

## Warrant Register 12/04/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
39	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	27978	Nuisance Abatement & Grass Cutting October 2023	4,694.63
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>35,894.98</b>	

<b>Division: 420 - Planning &amp; Zoning</b>						
40	6005	Legal Fees	8133 Elrod Friedman LLP	14972	10-23 Non-Retainer Matters	129.00
41	6005	Legal Fees	8133 Elrod Friedman LLP	14974	10-23 Non-Retainer Matters	688.00
42	6005	Legal Fees	8133 Elrod Friedman LLP	14991*	10-23 Non-Retainer Matters	90.00
<b>Total 420 - Planning &amp; Zoning</b>					<b>907.00</b>	

<b>Division: 430 - Economic Development</b>						
43	6000	Professional Services	5215 CoStar Realty Information Inc	120476835	2023 Available Properties Database November 2023	502.21
44	6000	Professional Services	8799 Ryan LLC	807908	TIF Consulting February-June 2023	2,812.50
45	6005	Legal Fees	8133 Elrod Friedman LLP	14991*	10-23 Non-Retainer Matters	640.00
<b>Total 430 - Economic Development</b>					<b>3,954.71</b>	

<b>Total 40 - Community Development</b>					<b>40,756.69</b>
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<b>Public Works &amp; Engineering</b>						
<b>Division: 100 - Administration</b>						
46	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000055449	Kronos User Fee - October 2023	205.80
47	6300	R&M Software	8734 M3V Data Management LLC	5986	Annual Software Fee - SDS Explorer - 12/01/2023-11/30/2024	990.00
<b>Total 100 - Administration</b>					<b>1,195.80</b>	

<b>Division: 530 - Street Maintenance</b>						
48	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	40257	Emergency Tree Removals - Main Breaks - 10/24/2023, R143-22	7,030.78
49	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	40258	Tree Trimming - Various Addresses - 10/31/2023, R-143-22	13,647.50
50	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	40280	Overgrown Vegetation Cutback - River Rd - 10/31/2023, R-143-22	3,059.10
51	6175	Tree Plantings	1153 West Central Municipal Conference	0007493-IN	Fall Tree Purchases & Services - 11/02/2023, R-31-23	10,407.50
52	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	269488	Landscape Maintenance - 10/31/2023, R-166-22	2,451.00
53	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	269491	Greenspace Mowing - 10/31/2023, R-27-21	17,786.15
54	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	269492	Additional Mowing - Various - 10/31/2023, R-27-21	4,690.00

# City of Des Plaines

## Warrant Register 12/04/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
55	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	270050	Watering - Downtown - 10/31/2023, R-166-22	3,264.00
56	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	270051	Watering - Various Locations - 10/31/2023, R-27-21	1,150.00
57	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	270210	Parkway Repair - Wolf Rd - 11/02/2023, R-27-21	795.00
58	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS565604	Street Sweeping - 10/09/2023, R-188-21	154.50
59	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS571382	Street Sweeping - 10/17-10/20/2023, R-188-21	463.50
60	6325	R&M Street Lights	1044 H&H Electric Co	42271	Streetlight Repairs - Various Locations - 09/06/2023, R-29-22	3,192.80
61	6325	R&M Street Lights	1044 H&H Electric Co	42272	Locate Streetlight Cables - Inner Circle - 09/12/2023, R-29-22	241.30
62	6325	R&M Street Lights	1044 H&H Electric Co	42326	Relocate Street Pole - Wolf/Broadway - 09/19/2023, R-29-22	6,732.37
63	6325	R&M Street Lights	1044 H&H Electric Co	42327	Streetlight Repair - Heather/Kingston - 09/20/2023, R-29-22	549.11
64	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10498681	2 Maple Trees - Tree Planting - 08/04/2023	550.00
65	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10502789	2.0 Cu Yds Top Soil - Restorations - 08/31/2023	64.00
66	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	128996	24.45 Tons Asphalt - Main Break Restorations - 10/11/2023	1,613.70
67	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	130615	23.88 Tons Asphalt - Main Break Restorations - 11/02/2023	1,599.96
68	7055	Supplies - Street R&M	5986 Midwest Paving Equipment Inc	2627	55 Gals Asphalt Degreaser	1,180.00
69	7160	Ice Control	5847 SNI Solutions Inc	142093	4,500 Gals Biomelt De-Icing Agent - 10/27/2023	11,205.00
70	7160	Ice Control	5847 SNI Solutions Inc	142162-1	33 Gals Biomelt Anti Ice	82.17
71	7300	Uniforms	2067 Cutler Workwear	PS-INV026538	Boots - Quartermaster Stock	197.95
<b>Total 530 - Street Maintenance</b>					<b>92,107.39</b>	

Division: 535 - Facilities & Grounds Maintenance						
72	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4172564469	Mat Service - Police Station - 11/01/2023	138.77
73	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4172564490	Mat Service - Metra Train Station - 11/01/2023	38.28
74	6195	Miscellaneous Contractual Services	5214 State Industrial Products	903119329	Drain Maintenance Program - City Hall	115.93



# City of Des Plaines

## Warrant Register 12/04/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
75	6315	R&M Buildings & Structures	1025 Bedco Inc	099325	Service Contract - 11/28/2023	3,047.50
76	6315	R&M Buildings & Structures	1135 Colley Elevator Co	250184	Elevator Inspection - Theater - 11/01/2023	185.00
77	6315	R&M Buildings & Structures	5972 Cobra Concrete Cutting Services Co	42197	X-Ray Floor - City Hall - 11/02/2023	675.00
78	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6790	Door Reconfiguration - PW - 09/01-10/31/2023, R-130-23	36,252.00
79	6315	R&M Buildings & Structures	5196 Henricksen & Company Inc	756290	Loftwall Divider & Installation - City Hall - 10/31/2023	4,866.10
80	6315	R&M Buildings & Structures	3294 AVI Systems Inc	88916942	AV Upgrades - City Hall - 10/31/2023, R-150-23	20,424.00
81	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	96454	Door Repair - Fire Station #63 - 11/01/2023	561.40
82	6315	R&M Buildings & Structures	8772 Helm Service	CHI193778	Replace High Temp Switch - Police Station - 10/27/2023, R-228-22	643.00
83	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-79316-D6B5	Elevator Inspections - City Hall/Police - November 2023	1,150.00
84	6315	R&M Buildings & Structures	8049 Cross Points Sales Inc	P 80974	Fire Alarm Service - Fire Station #63 - 06/13/2023	522.84
85	7020	Supplies - Safety	1057 Menard Incorporated	25549	Floor Cleaner - City Hall	19.97
86	7025	Supplies - Custodial	1029 Cintas Corporation	4172564481	Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	214.26
87	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	9075469	Wire Strippers	19.97
88	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1020516	Spray Adhesive & Lighting - PW	208.92
89	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1075215	Lighting Repair Parts	1,507.00
90	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1133578	Lock, Cylinder, Wrap Around Cylindrical Lever - Fire Station #61	235.61
91	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1133890	Cylinder Change - Police Station	105.00
92	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1133923	Key & Screws - Metra Train Station	23.38
93	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1134017	3 Cylinders Changed & Key Cut - Police Station	254.00
94	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1134023	Door Lock Cylinder - Police Station	157.30
95	7045	Supplies - Building R&M	1057 Menard Incorporated	25109	Mending Braces, Tapcons, Washers, Struts, Clevis, Etc. - PW	159.75
96	7045	Supplies - Building R&M	1057 Menard Incorporated	25133	Screwdriver & LED Bulbs - PW	38.95
97	7045	Supplies - Building R&M	1057 Menard Incorporated	25162	Washers, Hex Bolts, & Hex Nuts - PW	11.44
98	7045	Supplies - Building R&M	1057 Menard Incorporated	25290	2 Air Filters - PW	45.98

# City of Des Plaines

## Warrant Register 12/04/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
99	7045	Supplies - Building R&M	1057 Menard Incorporated	25425	Washers, Hex Bolts & Mending Braces - PW	22.34
100	7045	Supplies - Building R&M	1057 Menard Incorporated	25426	Light Bulbs - City Hall	44.69
101	7045	Supplies - Building R&M	1057 Menard Incorporated	25484	House Wrap, Adhesive, & Nitrile Gloves - PW	119.95
102	7045	Supplies - Building R&M	1057 Menard Incorporated	25486	Light Bulbs - Police Station	123.86
103	7045	Supplies - Building R&M	1057 Menard Incorporated	25548	Blank Cover, Strap, Drill Screws, Electrical Box - PW	46.97
104	7045	Supplies - Building R&M	1057 Menard Incorporated	25612	Lumber, Tapcon, Washers, & Screws - PW	39.75
105	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2991680	PVC Pipe, Couplings, Elbows, Bushing, Etc. - PW	1,308.84
106	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2992951	PVC Pipes, Couplings, Bushings, Ball Valves, Clamps - PW	391.15
107	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2993225	PVC Spears - PW	24.31
108	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4023834	Socket Set, Tapcons, & Washers - Paybox Repairs	42.36
109	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	4830	9 Fasteners - PW	4.50
110	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	4865	Light Bulbs - Police Station	6.29
111	7045	Supplies - Building R&M	1057 Menard Incorporated	52598	Poultry Net - City Hall	17.99
112	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8074116	Occupancy Sensor Switch - City Hall	83.14
113	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8615529	6 Waterline Clamps - PW	33.12
114	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/066914	3 Rolls Wire - Fire Station #63	67.65
115	7045	Supplies - Building R&M	1026 CDW LLC	MS28393	5 Cameras - Police Station	2,234.30
116	7300	Uniforms	2067 Cutler Workwear	PS-INV024943	23 Pairs Jeans - Facilities, Water, Sewer Operator Uniforms	104.75
117	7320	Equipment < \$5,000	1057 Menard Incorporated	25176	Heater - PW	49.99
118	7320	Equipment < \$5,000	1057 Menard Incorporated	25177	Heater - PW	49.99
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>76,437.29</b>	

Division: 540 - Vehicle Maintenance						
119	6135	Rentals	1029 Cintas Corporation	4172674686	Mechanic's Uniform Rental - 11/01/2023	236.74
120	6310	R&M Vehicles	8938 James Drive Safety Lane LLC	1221	Safety Lane Inspection - PW 11/4/2023	512.00
121	6310	R&M Vehicles	3157 Nemeth Glass of Illinois Inc	180367	Windshield Replacement - Police 6928 11/09/23	593.72
122	6310	R&M Vehicles	1501 Foster Coach Sales Inc	26613	Rear Handles, Amber Reflectors, & Side Door Handle 10/30/23	353.51

# City of Des Plaines

## Warrant Register 12/04/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
123	6310	R&M Vehicles	1643 Golf Mill Ford	896512	Wheel Alignment - Police 6097 - 11/06/2023	179.95
124	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	878198	Battery & Core Deposit - PW 5006	246.36
125	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	878433	Hydraulic Oil - PW 5027	324.48
126	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280155008	6 Truck Tires - PW Stock	1,177.82
127	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3034951327	Crank Sensor - PW 5080	175.00
128	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1353661	Antifreeze - Police 6096	37.98
129	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	559787P	Engine Mount - Police 6071	102.66
130	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	877461	10 Qts Motor Oil - Fire 7610	54.90
131	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	877552	Batteries, Core Deposits, Filters - PW Stock	520.90
132	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	877595	Core Deposits Returned - PW Stock	(36.00)
133	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	877606	Fluid Filter & Filter Kit - PW Stock	(32.28)
134	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	878501	Clevis & Oil Filter - PW 5082	81.00
135	7120	Gasoline	8331 Avalon Petroleum Company Inc	009220	4,500 Gals Unleaded Gasoline - 10/26/2023, R-162-22	9,894.40
136	7130	Diesel	8331 Avalon Petroleum Company Inc	040178	2,500 Gals Bio Diesel Fuel - 10/26/2023, R-162-22	6,640.55
<b>Total 540 - Vehicle Maintenance</b>					<b>21,063.69</b>	

<b>Total 50 - Public Works &amp; Engineering</b>	<b>190,804.18</b>
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Police Department						
Division: 610 - Uniformed Patrol						
137	5325	Training	7214 FBI-LEEDA Inc	200083777	Supervisor Leadership Course 5/1-5/5/2023 (1Cmdr)	795.00
138	5325	Training	1261 North East Multiregional Training Inc	338604	Cancellation Fee - Advanced Reid Interviewing 10/6/2023 (2 Ofc)	480.00
139	5325	Training	1261 North East Multiregional Training Inc	338648	Reid Interviewing 10/3-10/5/2023 (2 Ofc)	800.00
140	5325	Training	1261 North East Multiregional Training Inc	339594	Ground Fighting Instructor Development 10/23-10/26/2023 (1 Ofc)	200.00
141	7200	Other Supplies	2509 Lynn Peavey Co	405333	Leuco Crystal Violet Kit for ET Program	52.29
142	7300	Uniforms	1489 JG Uniforms Inc	122802	Replacement Vest Cover for Officer 9/21/2023	195.00
143	7300	Uniforms	1489 JG Uniforms Inc	122803	Replacement Vest Cover for Officer 9/21/2023	230.00

# City of Des Plaines

## Warrant Register 12/04/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
144	7300	Uniforms	1489 JG Uniforms Inc	122804	Replacement Vest Cover for Officer 9/25/2023	230.00
<b>Total 610 - Uniformed Patrol</b>					<b>2,982.29</b>	

<b>Division: 620 - Criminal Investigation</b>						
145	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20231031	Investigations Database 10/1-10/31/2023	289.50
146	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	849217753	Investigations Database 10/1-10/31/2023	367.26
147	7300	Uniforms	1489 JG Uniforms Inc	12333	Replacement Vest Cover for Officer 10/2/2023	195.00
148	7320	Equipment < \$5,000	1045 Havey Communications	12635	Undercover Siren Controller Squad 64	178.85
<b>Total 620 - Criminal Investigation</b>					<b>1,030.61</b>	

<b>Division: 630 - Support Services</b>						
149	6000	Professional Services	5975 Aero Removals Trisons Inc	21088CR378	Removal and Transport of 3 Deceased October 2023	1,250.00
150	6015	Communication Services	8484 PTS Communications Inc	2114473	3 Public Pay Phones Monthly Fee 12/1-12/31/2023	225.00
151	6015	Communication Services	1118 Chicago Communications LLC	347913	License Renewal Fee Call Sign KNEK287 12/11/2022-12/11/2032	160.00
152	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	11/01/2023	October 2023 Towing Services (10)	610.00
153	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-23022-10	2023 Service Agreement for Range Cleaning and Maint 10/26/2023	850.00
154	7525	Meals	1076 Sam's Club Direct	4762	Prisoner Meals (9) Juice (9) Hot Pocket	234.44
155	8000	Computer Software	8154 DACRA Tech LLC	DT2023-10-069	Dacra Software Licensing 11/1-11/30/2023	3,250.00
<b>Total 630 - Support Services</b>					<b>6,579.44</b>	

<b>Total 60 - Police Department</b>					<b>10,592.34</b>
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<b>Fire Department</b>						
<b>Division: 710 - Emergency Services</b>						
156	5325	Training	1252 NIPSTA	61759530	Company Fire Officer Class 09/30/2024 - Paramedic	1,450.00
157	5345	Post-Employment Testing	1267 Northwest Community Hospital	32393	5 Fire Annual Physicals, 1 RTW Exam 10/11-10/27/2023	2,295.00
158	6035	Dispatch Services	5973 Emergency Twenty Four Inc	74485	R-48-23 - Elevator Alarm Dispatch Fees - October 2023	1,299.00
159	6110	Printing Services	1233 Press Tech Inc	51916	1,040 Department Pads	794.00
160	6315	R&M Buildings & Structures	1525 Hastings Air-Energy Control Inc	PS-I0004174	Service Call @ Sta 61 - Repaired Damaged Flex - 10/20/2023	225.00
161	7000	Office Supplies	1644 Warehouse Direct Inc	5602876-0	4 Cases Copy Paper	243.96

# City of Des Plaines

## Warrant Register 12/04/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
162	7000	Office Supplies	1644 Warehouse Direct Inc	5606309-0	4 Labels, 1 Label Tape	96.39
163	7025	Supplies - Custodial	1043 WW Grainger Inc	9894024950	3 Cases Paper Towels - Station 62	95.25
164	7025	Supplies - Custodial	1043 WW Grainger Inc	9894024968	12 Bottles Cleaner, 1 Case Paper Towels - Station 62	133.25
165	7025	Supplies - Custodial	1043 WW Grainger Inc	9895897867	1 Case Fabric Softener Sheets	40.67
166	7200	Other Supplies	1571 Welding Industrial Supply	R03120328	15 Cylinders - October 2023	172.54
167	7320	Equipment < \$5,000	1609 Harbor Freight Tools USA Inc	1028072	2 Filters, Regulator, Spray Gun Cleaner, Misc Supplies	99.90
168	7320	Equipment < \$5,000	1080 Air One Equipment Inc	198418A	Restocking Fee Returned Item	71.40
169	7320	Equipment < \$5,000	1080 Air One Equipment Inc	199447	10 Pails of Foam and Accessories	3,640.00
170	7320	Equipment < \$5,000	1080 Air One Equipment Inc	199612	1 Pair of Firefighting Boots	549.00
171	7320	Equipment < \$5,000	1080 Air One Equipment Inc	199701	5 Firefighter Helmets	1,860.00
172	7320	Equipment < \$5,000	3014 Motorola Solutions Inc	8281748763	5 Cable Replacement Coils	614.25
<b>Total 710 - Emergency Services</b>					<b>13,679.61</b>	

<b>Division: 720 - Fire Prevention</b>						
173	6110	Printing Services	1233 Press Tech Inc	51917	4,000 HIPPA Release of Liability Forms	261.00
<b>Total 720 - Fire Prevention</b>					<b>261.00</b>	

<b>Total 70 - Fire Department</b>					<b>13,940.61</b>
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<b>Department: 75 - Fire &amp; Police Commission</b>						
174	5340	Pre-Employment Testing	1483 Personnel Evaluation Inc	49423	PD PEP - Pep Billing 10/01-10/31/2023	25.00
175	6100	Publication of Notices	3399 Blue Line, The	45683	Firefighter/Paramedic Recruitment Listing 11/8-12/13/2023	348.00
<b>Total 75 - Fire &amp; Police Commission</b>					<b>373.00</b>	

<b>Total 100 - General Fund</b>					<b>531,446.23</b>
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<b>Fund: 207 - TIF #7 Mannheim/Higgins South</b>						
176	6000	Professional Services	8799 Ryan LLC	807908	TIF Consulting February-June 2023	437.50
<b>Total 207 - TIF #7 Mannheim/Higgins South</b>					<b>437.50</b>	

<b>Fund: 208 - TIF #8 Oakton</b>						
177	6000	Professional Services	1123 Christopher B Burke Engineering LTD	187386	R-172-22 TO #2 - Oakton/Maple Drainage Eng Svcs 10/01-10/28/2023	1,450.07
178	6000	Professional Services	8799 Ryan LLC	807908	TIF Consulting February-June 2023	812.50
<b>Total 208 - TIF #8 Oakton</b>					<b>2,262.57</b>	

# City of Des Plaines

## Warrant Register 12/04/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 230 - Motor Fuel Tax Fund</b>						
179	6165	Street Pavement Markings	1217 Superior Road Striping	853723	Thermoplastic Epoxy Pavement Markings - 10/26/2023, R-106-23	120,490.40
<b>Total 230 - Motor Fuel Tax Fund</b>					<b>120,490.40</b>	

<b>Fund: 250 - Grant Projects Fund</b>						
<b>Program: 2520 - Capital Grants</b>						
180	6000	Professional Services	4001 Rick Hiton & Associates	10230022	Hazard Mitigation Program - 1883 Berry Ln Appraisal 11/01/2023	400.00
181	6000	Professional Services	5659 V3 Companies of Illinois Ltd	17050.01-2	R-97-22 Task Order #1 - S-Curve Phase I Eng Svcs 10/1-10/28/2023	4,061.49
182	6000	Professional Services	5778 Elite Appraisal Center LLC	180106-00002	Phase 5 HMGP - 1900 Berry Ln Appraisal 10/27/23	400.00
183	6000	Professional Services	5778 Elite Appraisal Center LLC	180106-00003	Phase 5 HMGP - 1883 Berry Ln Appraisal 10/23/23	400.00
184	6005	Legal Fees	8133 Elrod Friedman LLP	14967	10-23 Non-Retainer IEMA & FEMA Review Phase 5	3,895.50
<b>Total 2520 - Capital Grants</b>					<b>9,156.99</b>	

<b>Total 250 - Grant Projects Fund</b>					<b>9,156.99</b>
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<b>Fund: 260 - Asset Seizure Fund</b>						
<b>Program: 2620 - DEA</b>						
185	7320	Equipment < \$5,000	1043 WW Grainger Inc	9895939297	Reclosable Fastener Loops for TRT NVG	96.96
<b>Total 2620 - DEA</b>					<b>96.96</b>	

<b>Total 260 - Asset Seizure Fund</b>					<b>96.96</b>
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<b>Fund: 400 - Capital Projects Fund</b>						
186	6000	Professional Services	1123 Christopher B Burke Engineering LTD	185147	R-96-23 TO #3 - Craig Manor Drainage Eng Svcs 06/25-07/29/2023	5,543.22
187	6000	Professional Services	1123 Christopher B Burke Engineering LTD	185864	R-96-23 TO #3 - Craig Manor Drainage Eng Svcs 07/30-08/26/2023	10,193.70
188	6000	Professional Services	1123 Christopher B Burke Engineering LTD	187387	R-96-23 TO #3 - Craig Manor Drainage Eng Svcs 10/01-10/28/2023	25,168.91
189	6000	Professional Services	1123 Christopher B Burke Engineering LTD	187549	R-113-23 TO #4 - 2023 CIP Const Eng Services 10/01-10/28/2023	24,195.00
190	6000	Professional Services	1079 AECOM Technical Services Inc	2000821741	R-38-23 Task Order No. 5 - 2023 Resident Eng Svcs 09/30-10/27/23	13,621.66
191	6000	Professional Services	8492 TranSystems Corporation	4268400-15	R-171-21 Ph 1 Eng Srv-Algonquin Rd Grade Sep 09/16-10/20/2023	12,654.45
192	6000	Professional Services	1199 Spaceco Inc	95056	R-37-23 TO #4 - 2023 CIP Construction Eng Svcs 10/01-10/28/23	5,780.00

# City of Des Plaines

## Warrant Register 12/04/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
193	8100	Improvements	8618 Swallow Construction Corporation	2023-A-P7	R-89-23 2023 CIP Contract A 10/14-11/08/2023	645,811.95
<b>Total 400 - Capital Projects Fund</b>					<b>742,968.89</b>	

Fund: 410 - Equipment Replacement Fund						
194	8020	Vehicles	5573 Henderson Products Inc	385911	Vehicle Up Fit -10/31/2023, R-112-23	39,812.00
195	8020	Vehicles	7232 National Auto Fleet Group	WF8281	Ford E-Transit Cargo Van - 11/07/2023, R-35-23	60,340.00
<b>Total 410 - Equipment Replacement Fund</b>					<b>100,152.00</b>	

Fund: 430 - Facilities Replacement Fund						
196	6000	Professional Services	8950 DEM Services, Inc.	23-216	Abatement Fees - Police Station 11/13/2023	2,350.00
197	6315	R&M Buildings & Structures	7371 Gilco Scaffolding Company LLC	17783	Scaffold Debris Chute Rental - Leela Building - 09/19-10/16/2023	700.00
198	6315	R&M Buildings & Structures	7371 Gilco Scaffolding Company LLC	17784	Debris Chute Rental - Leela Building - 09/19-10/18/2023	100.00
199	6315	R&M Buildings & Structures	8950 DEM Services, Inc.	23-215	Abatement Services - Police Station - 11/13/2023	15,300.00
200	6315	R&M Buildings & Structures	7706 Lakeshore Recycling Systems LLC	LR5513930	Trash Removal - Leela Building - 10/25/2023	252.00
<b>Total 430 - Facilities Replacement Fund</b>					<b>18,702.00</b>	

Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
201	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	129063	10.00 Loads Broken Asphalt/Grindings Disposal - 10/12/2023	1,040.00
202	6195	Miscellaneous Contractual Services	8461 All Crane & Hoist	11012022	Annual Crane Inspections - 11/01/2023	1,000.00
203	6195	Miscellaneous Contractual Services	8683 T and T Landscape Construction Inc	12099	Parkway Maintenance - 10/25-11/02/2023, R-184-22	20,924.40
204	6195	Miscellaneous Contractual Services	2506 Trotter & Associates Inc	22440	Miscellaneous Services - Maple - 10/23-10/27/2023	742.25
205	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	230610	Meter Bench Test - 11/02/2023	38.50
206	6310	R&M Vehicles	8938 James Drive Safety Lane LLC	1221	Safety Lane Inspection - PW 11/4/2023	41.00
207	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	23805	Front End Alignment - PW 9051 - 10/31/2023	95.00
208	6335	R&M Water Distribution System	1355 MQ Construction Company	10-26-23-1	Water Main Repairs & Concrete - 10/15-10/21/2023, R-162-23	35,951.51
209	6335	R&M Water Distribution System	5772 Berger Excavating Contractors Inc	10/31/2023	Emergency Water Repairs - 10/31/2023, R-162-23	130,340.00

# City of Des Plaines

## Warrant Register 12/04/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
210	6335	R&M Water Distribution System	1355 MQ Construction Company	11-6-23-1 Water Main Repairs & Concrete - 10/22-10/28/2023, R-162-23	37,727.07
211	6335	R&M Water Distribution System	1355 MQ Construction Company	11-9-23-1 Water Main Repairs & Concrete - 10/29-11/04/2023, R-162-23	27,367.98
212	7020	Supplies - Safety	3556 Integrity Sales Inc	2040 15 Guardian Angel Safety Lights	1,512.59
213	7020	Supplies - Safety	3556 Integrity Sales Inc	2041 15 Guardian Angel Safety Lights	499.90
214	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	4852 Hand Tools	44.07
215	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	4839 9V Batteries	21.58
216	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	878374 2 Air Filters - PW 9063	55.75
217	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280155376 4 Truck Tires - PW 9032	1,475.00
218	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0020718 Plywood Sheeting - Water Plant	28.97
219	7045	Supplies - Building R&M	1057 Menard Incorporated	25106 2 Electric Toggles - Oakton Tower	7.50
220	7045	Supplies - Building R&M	1057 Menard Incorporated	25117 Wall Plate & Mudring - Water Garage	5.60
221	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10511722 3.0 Cu Yds Top Soil - Restorations - 10/27/2023	96.00
222	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10511730 3.0 Cu Yds Top Soil - Restorations - 10/27/2023	96.00
223	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10511739 50 Lbs Grass Seed - Restorations - 10/27/2023	188.00
224	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10511756 3.0 Cu Yds Top Soil - Restorations - 10/27/2023	96.00
225	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10512508 3.0 Cu Yds Top Soil - Restorations - 11/03/2023	96.00
226	7070	Supplies - Water System Maintenance	1941 Global Equipment Company	121144700 132 Plastic Bins - Water Garage	2,194.43
227	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	25488 Valve, Adapters, Tape, Elbow, Couplings, Etc.	100.79
228	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	263798-000 Tapping Saddle	119.39
229	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	263799-000 Hydrant Repair Kit	896.36
230	7070	Supplies - Water System Maintenance	1072 Prairie Material	891264573 7.0 Cu Yds Concrete - Repairs - 10/12/2023	1,271.75
231	7070	Supplies - Water System Maintenance	8809 USABLUBOOK	INV00170572 Chlorine Colorimeters & Dispensers	2,151.90



# City of Des Plaines

## Warrant Register 12/04/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
232	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S691370 12 Water Meters	5,308.55
233	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S725602 Complete Chambers, Meter Bodies, Etc. - 11/10/2023, R-9-23	45,523.50
234	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T448916 Megalugs, Gaskets, T-Heads, Etc. - 08/25/2023, R-161-23	9,600.00
235	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T467259 Copper Tubes, Hymax, Tees, Megalugs, Etc. - 08/25/2023, R-161-23	7,529.00
236	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T489440 Pipes, Rubber Gaskets, & Lube - 08/30/2023, R-161-23	11,760.00
237	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T507688 Megalugs, Gaskets, T-Heads, Tubes, Etc. - 09/01/2023, R-161-23	8,846.00
238	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T732016 Pipes & Rubber Gaskets - 10/11/2023, R-161-23	5,808.60
239	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T732078 Saddle Straps, Pipes, Gaskets, T-Heads - 10/11/2023, R-161-23	2,426.00
240	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T737038 Megalugs, Gaskets, T-Heads, Corps, Etc. - 10/11/2023, R-161-23	5,300.00
241	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T878910 Meter Gaskets & Meter Cables	664.00
242	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	11022023 Wholesale Water Purchase - October 2023, R-183-14	274,087.12
243	7120	Gasoline	8331 Avalon Petroleum Company Inc	009220 4,500 Gals Unleaded Gasoline - 10/26/2023, R-162-22	1,506.12
244	7130	Diesel	8331 Avalon Petroleum Company Inc	040178 2,500 Gals Bio Diesel Fuel - 10/26/2023, R-162-22	422.54
245	7300	Uniforms	2067 Cutler Workwear	PS-INV024943 23 Pairs Jeans - Facilities, Water, Sewer Operator Uniforms	240.00
246	7300	Uniforms	2067 Cutler Workwear	PS-INV025739 Boots - Street Operator Uniform	179.95
247	7300	Uniforms	2067 Cutler Workwear	PS-INV026386 5 Pairs Jeans - Water & Sewer Operator Uniforms	112.46
248	7300	Uniforms	2067 Cutler Workwear	PS-INV026537 Sweatshirt & T-Shirt - Water Foreman	71.98
<b>Total 550 - Water Systems</b>					<b>645,611.11</b>

<b>Division: 560 - Sewer Systems</b>					
249	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	195373 Monthly Weather Forecasting - November 2023	150.00
250	6310	R&M Vehicles	8938 James Drive Safety Lane LLC	1221 Safety Lane Inspection - PW 11/4/2023	287.00

# City of Des Plaines

## Warrant Register 12/04/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
251	6340	R&M Sewer System	8971 Joliet Electric Motors LLC	65789 Pump Motor Repairs - Levee 50 - 05/31/2023	6,650.00
252	6505	Subsidy - Sewer Lateral Program	8966 Rose, Robert	SLP23-004A Sanitary Sewer Rebate 11/14/2023	1,494.00
253	6505	Subsidy - Sewer Lateral Program	8967 Han, Ki	SLP23-012A Sanitary Sewer Rebate 11/14/2023	1,200.00
254	6505	Subsidy - Sewer Lateral Program	8962 Leon, Gabriela	SLP23-014A Sanitary Sewer Rebate 11/14/2023	3,517.56
255	6505	Subsidy - Sewer Lateral Program	8965 Lundgren, Per Y	SLP23-015A Sanitary Sewer Rebate 11/14/2023	4,000.00
256	6510	Subsidy - Flood Assistance	8964 Georges, George	FRP23-011A Flood Rebate 11/14/2023	2,000.00
257	6510	Subsidy - Flood Assistance	8968 Mackey, Steven J	FRP23-012 Flood Rebate 11/14/2023	975.00
258	6510	Subsidy - Flood Assistance	8969 Kolsut, Andrzej	FRP23-013A Flood Rebate 11/14/2023	1,815.00
259	7020	Supplies - Safety	3556 Integrity Sales Inc	2041 15 Guardian Angel Safety Lights	999.80
260	7035	Supplies - Equipment R&M	1057 Menard Incorporated	25187 Tape, Nozzles, Splice Sleeves, & Cable	70.84
261	7075	Supplies - Sewer System Maintenance	8598 Ray Schramer & Company	165654 Gasketed Pipes & Pro-Ring Adhesive	1,536.40
262	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	25289 Wood Stakes & Flexible Forms	34.88
263	7120	Gasoline	8331 Avalon Petroleum Company Inc	009220 4,500 Gals Unleaded Gasoline - 10/26/2023, R-162-22	765.23
264	7130	Diesel	8331 Avalon Petroleum Company Inc	040178 2,500 Gals Bio Diesel Fuel - 10/26/2023, R-162-22	1,621.91
265	7300	Uniforms	2067 Cutler Workwear	PS-INV024943 23 Pairs Jeans - Facilities, Water, Sewer Operator Uniforms	240.00
266	7300	Uniforms	2067 Cutler Workwear	PS-INV026385 2 Pairs Jeans - Sewer Operator Uniform	44.98
267	7300	Uniforms	2067 Cutler Workwear	PS-INV026386 5 Pairs Jeans - Water & Sewer Operator Uniforms	112.46
268	7300	Uniforms	2067 Cutler Workwear	PS-INV026677 Flannel Shirt & Hoodie - Sewer Foreman	124.18
<b>Total 560 - Sewer Systems</b>					<b>27,639.24</b>

Division: 580 - CIP - Water/Sewer					
269	6000	Professional Services	2506 Trotter & Associates Inc	22434 TO#13 Construct Phase Srvc - Maple - 10/05-10/11/2023, R-145-21	1,380.50
270	6000	Professional Services	2506 Trotter & Associates Inc	22435 TO#23 Cons Srvc Pump Replace- Maple-10/03-10/18/2023, R-169-22	815.75
271	6000	Professional Services	2506 Trotter & Associates Inc	22436 TO#1 Cont Supp Srvc Water Model - 10/06-10/23/2023, R-218-22	3,765.00
272	6000	Professional Services	2506 Trotter & Associates Inc	22437 TO#2 Prelim Design Elec Imp-Central PS-10/20-10/27/2023, R-85-23	4,455.25

# City of Des Plaines

## Warrant Register 12/04/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
273	6000	Professional Services	2506 Trotter & Associates Inc	22438	TO#4 Design NWC Emergency Wtr Supp - 08/10-10/10/2023, R-218-22	3,116.00
274	6000	Professional Services	1606 Dixon Engineering Inc	23-1266	TO#2 T-Mobile Decommission - Holy Family - 11/01/2023, R-213-22	1,450.00
275	8100	Improvements	1206 Illinois, State of	125838	R-191-17 Golf Rd/Cumberland Circle Improvements 3/17/21-3/16/22	341,705.44
<b>Total 580 - CIP - Water/Sewer</b>					<b>356,687.94</b>	

<b>Total 500 - Water/Sewer Fund</b>	<b>1,029,938.29</b>
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Fund: 510 - City Owned Parking Fund						
276	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	310091325004	TO#5 Eng Srvcs Parking Deck Maint - 09/29-10/26/2023, R-15-21	2,000.80
<b>Total 510 - City Owned Parking Fund</b>					<b>2,000.80</b>	

Fund: 600 - Risk Management Fund						
277	5345	Post-Employment Testing	7133 Mid-West Truckers Association Inc	31387	57 Query Checks - 11/01/2023	645.00
278	6005	Legal Fees	1127 Clark Baird Smith LLP	17521	Legal Services - Labor & Employment Matters October 2023	5,627.50
<b>Total 600 - Risk Management Fund</b>					<b>6,272.50</b>	

Fund: 700 - Escrow Fund						
279	2229	Event - Holiday Lighting	8973 Metropolitan Square Realty LLC	120223	License Fee for Winter Fair 12/2/23	5.00
280	2493	Escrow - CED Development	8133 Elrod Friedman LLP	14970	10-23 Reimb Redevelopment	90.00
281	2493	Escrow - CED Development	8133 Elrod Friedman LLP	14971	10-23 Reimb Redevelopment	1,634.00
282	2493	Escrow - CED Development	8133 Elrod Friedman LLP	14973	10-23 Reimb Redevelopment	1,186.00
283	2493	Escrow - CED Development	8133 Elrod Friedman LLP	14991A	10-23 Reimb Redevelopment	300.00
<b>Total 700 - Escrow Fund</b>					<b>3,215.00</b>	

<b>Grand Total</b>	<b>2,567,140.13</b>
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# City of Des Plaines

## Warrant Register 12/04/2023

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>City Administration</b>					
<b>Division: 230 - Information Technology</b>					
284	6300	R&M Software	8943 Freshworks Inc	FS233317 Freshservice Helpdesk Annual Contract 08/30/2023 - 08/30/2024	6,486.00
<b>Total 230 - Information Technology</b>					<b>6,486.00</b>
<b>Total 20 - City Administration</b>					<b>6,486.00</b>
<b>Public Works &amp; Engineering</b>					
<b>Division: 540 - Vehicle Maintenance</b>					
285	7120	Gasoline	7349 Wex Inc	92984603 Fuel Purchases October 2023	574.12
286	7130	Diesel	7349 Wex Inc	92984603 Fuel Purchases October 2023	203.16
<b>Total 540 - Vehicle Maintenance</b>					<b>777.28</b>
<b>Total 50 - Public Works &amp; Engineering</b>					<b>777.28</b>
<b>Police Department</b>					
<b>Division: 630 - Support Services</b>					
287	6015	Communication Services	1009 AT&T	847R18054610-23 Communications Service 10/28-11/27/2023	64.00
<b>Total 630 - Support Services</b>					<b>64.00</b>
<b>Total 60 - Police Department</b>					<b>64.00</b>
<b>Department: 90 - Overhead</b>					
288	6015	Communication Services	8536 Peerless Network Inc	36711 Communications Service 11/01-11/30/2023	11,235.26
<b>Total 90 - Overhead</b>					<b>11,235.26</b>
<b>Total 100 - General Fund</b>					<b>18,562.54</b>
<b>Fund: 206 - TIF #6 Mannheim/Higgins Fund</b>					
<b>Program: 09A0 - 2009A Refunding 2003C/2004B</b>					
289	8375	Bank/Trust/Agency Fees	1718 Amalgamated Bank of Chicago	1853486004-2023 Bank/Agency Fees Bond Series 2009A 11/01/2023-12/01/2023	29.16
<b>Total 09A0 - 2009A Refunding 2003C/2004B</b>					<b>29.16</b>
<b>Total 206 - TIF #6 Mannheim/Higgins Fund</b>					<b>29.16</b>
<b>Fund: 240 - CDBG Fund</b>					
290	6000	Professional Services	5914 Usona Development LLC	23-01 CDBG Consulting Services 01/25-09/20/2023	3,280.00
<b>Total 240 - CDBG Fund</b>					<b>3,280.00</b>
<b>Fund: 500 - Water/Sewer Fund</b>					
<b>Division: 000 - Non Divisional</b>					
291	4601	New Construction - Sale of Water	7577 On Site Pressure Washing	Refund 11/07/23 Hydrant Usage Refund 11/07/2023	(541.56)
<b>Total 000 - Non Divisional</b>					<b>(541.56)</b>

# City of Des Plaines

## Warrant Register 12/04/2023

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Division: 550 - Water Systems</b>					
292	6335	R&M Water Distribution System	1355 MQ Construction Company	10-12-23-1 Emergency Water Repairs 10/2-10/7/2023 R-162-23 & R-193-23	28,825.00
293	6335	R&M Water Distribution System	1355 MQ Construction Company	10-19-23-1 Emergency Water Repairs 10/8-10/14/23 R-162-23 & R-193-23	1,043.61
294	6335	R&M Water Distribution System	1355 MQ Construction Company	10-5-23-1 Emergency Water Repairs 9/25-9/30/23 R-162-23 & R-193-23	68,429.22
<b>Total 550 - Water Systems</b>					<b>98,297.83</b>
<b>Division: 560 - Sewer Systems</b>					
295	6015	Communication Services	8536 Peerless Network Inc	36711 Communications Service 11/01-11/30/2023	128.46
<b>Total 560 - Sewer Systems</b>					<b>128.46</b>
<b>Total 500 - Water/Sewer Fund</b>					<b>97,884.73</b>
<b>Fund: 510 - City Owned Parking Fund</b>					
296	6015	Communication Services	8536 Peerless Network Inc	36711 Communications Service 11/01-11/30/2023	332.39
297	6015	Communication Services	8536 Peerless Network Inc	36711 Communications Service 11/01-11/30/2023	1,209.14
<b>Total 510 - City Owned Parking Fund</b>					<b>1,541.53</b>
<b>Fund: 600 - Risk Management Fund</b>					
298	5565	Claims Administration Fee	2243 Sedgwick CMS	09650042646 Unemployment Insurance Qtr 3 2023 Benefit Charges	1,300.50
<b>Total 600 - Risk Management Fund</b>					<b>1,300.50</b>
<b>Fund: 700 - Escrow Fund</b>					
299	2464	Hydrant Deposits	7577 On Site Pressure Washing	Refund 11/07/23 Hydrant Usage Refund 11/07/2023	1,100.00
<b>Total 700 - Escrow Fund</b>					<b>1,100.00</b>
<b>Grand Total</b>					<b>123,698.46</b>

# City of Des Plaines

## Warrant Register 12/04/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 100 - General Fund</b>						
<b>Elected Office</b>						
<b>Division: 120 - City Clerk</b>						
300	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 42881	Hotel: MCI Conference October 8-13, 2023, City Clerk	700.00
<b>Total 120 - City Clerk</b>					<b>700.00</b>	

<b>Total 10 - Elected Office</b>					<b>700.00</b>
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<b>City Administration</b>						
<b>Division: 210 - City Manager</b>						
301	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 42896	Zoom Subscription 10/26/23-11/25/23	15.99
<b>Total 210 - City Manager</b>					<b>15.99</b>	

<b>Division: 230 - Information Technology</b>						
302	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 42964	Dpcitynet.com Renewal 10/06/2023	87.96
303	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 42966	Monthly Renew Secure Express 10/17/2023-11/13/2023	9.99
304	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 42968	Dpcitynet,Cityofdesplaines,Desplaines.org Renewal 10/24-11/23/23	102.93
305	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 42972	Monthly Renewal dpcitynet.com 10/25/23-11/24/2023	4.99
306	6300	R&M Software	5898 CrushFTP LLC	PC - 42962	Crush FTM Maintenance Support 09/09/23-09/09/2024	250.00
307	7200	Other Supplies	4348 Amazon.Com	PC - 42958	Dish and Hand Soap Refills	15.24
308	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42957	6-Outlet Surge Protector Strip with USB Ports	31.95
309	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42959	32-Pack of AA and AAA Batteries	43.12
310	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42960	4-Pack of Extension Cords	106.18
311	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42961	2 Pack of 10-pcs Batteries	53.98
312	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42963	Double Sided Self Gripping Fastener Cable	16.09
313	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42965	3 SD Card Readers	43.62
314	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42967	Laptop Case	35.09
315	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42969	iPad Case with Screen Protector	70.47
316	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42970	Logitech Wireless Keyboard and Mouse	199.99
317	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42971	Ring Light Kit with Tripod	124.00
318	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42973	Dell 43 Inch Monitor	685.00
<b>Total 230 - Information Technology</b>					<b>1,880.60</b>	

<b>Division: 240 - Media Services</b>						
319	5310	Membership Dues	8480 Government Social Media LLC	PC - 42799	Membership Dues 10/25/23-10/24/24-Media Specialist	79.00
320	6535	Subsidy - Youth Commission	4444 Misc Vendor for Procurement Card	PC - 42796	Supplies for Blanket Making Event 10/30/23	15.99
321	6535	Subsidy - Youth Commission	5278 Walmart Neighborhood Market	PC - 42801	Supplies for Intergenerational Event 12/4/23	69.09

**City of Des Plaines**  
**Warrant Register 12/04/2023**  
**JPMorgan Chase**

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
322	6535	Subsidy - Youth Commission	7456 Giuseppe's Incorporated	PC - 42882	Youth Commission Life Students Prom Dinner 9/29/23	146.40
323	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 42884	Youth Commission Candy for Trunk or Treat Event 10/28/23	233.72
324	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 42885	Youth Commission 5 Cases Beverages for Bowling Event 10/16/23	66.70
325	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 42886	YC 3 Cases Cookies/3 Cases Chips-Trunk or Treat Event 10/28/23	101.38
326	6535	Subsidy - Youth Commission	4444 Misc Vendor for Procurement Card	PC - 42887	Youth Commission Fabric for Blanket Event 10/30/23	64.00
327	6535	Subsidy - Youth Commission	5500 4imprint Inc	PC - 42888	Youth Comm 2,000 Drawstring Bags for Trunk or Treat 10/28/23	2,181.60
328	6535	Subsidy - Youth Commission	4444 Misc Vendor for Procurement Card	PC - 42889	Youth Commission Fabric for Blanket Event 10/30/23	15.94
329	6535	Subsidy - Youth Commission	4630 Allegretti's Stuffed Pizza Inc	PC - 42890	Youth Commission Pizza, Salad for Students at Meeting 10/23/23	253.00
330	7310	Publications	1456 Chicago Tribune	PC - 42797	City Clerk Subscription 10/25-11/21/23	27.96
331	7310	Publications	1456 Chicago Tribune	PC - 42798	City Manager Subscription 10/26-11/22/23	19.96
332	7310	Publications	1456 Chicago Tribune	PC - 42800	Media Services Subscription 10/27-11/23/23	27.96
333	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 42910	DSLR Camera PO 2023-486	4,699.00
334	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 42911	Camera Accessories - Recording Cards, Batteries	830.85
<b>Total 240 - Media Services</b>					<b>8,832.55</b>	

<b>Division: 250 - Human Resources</b>						
335	5335	Travel Expenses	5410 Eagle Ridge Resort	PC - 42867	Hotel Room Cost:10/22-10/25/23 IPELRA Annual Conf-Mgmt Analyst	404.08
336	5335	Travel Expenses	5410 Eagle Ridge Resort	PC - 42868	Hotel Room Cost:10/21-10/25/23 IPELRA Annual Conf-HR Director	404.08
337	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 42866	Zoom Subscription 10/22/23-10/21/24 for HR	149.90
<b>Total 250 - Human Resources</b>					<b>958.06</b>	

<b>Total 20 - City Administration</b>					<b>11,687.20</b>
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<b>Department: 30 - Finance</b>						
338	7000	Office Supplies	4348 Amazon.Com	PC - 42938	2023-2024 Weekly Planner	37.61
339	7000	Office Supplies	4348 Amazon.Com	PC - 42939	2 Poly File Wallets with Closure	25.00
340	7000	Office Supplies	4348 Amazon.Com	PC - 42940	1 Poly File Wallet with Closure	17.77
341	7000	Office Supplies	4348 Amazon.Com	PC - 42942	2 Wall Mounted Hooks for City Hall, 2-Sets of Pens for Finance	36.53
342	7000	Office Supplies	4348 Amazon.Com	PC - 42952	Sit/Stand Desk, Pack of Pens and Highlighters, Velcro	15.86
343	7000	Office Supplies	4348 Amazon.Com	PC - 42953	50 Thermal Roll Papers, Clear Resealable Zip Bags	47.86

# City of Des Plaines

## Warrant Register 12/04/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
344	7200	Other Supplies	4348 Amazon.Com	PC - 42944	Clothes Hangers	58.40
345	7200	Other Supplies	4348 Amazon.Com	PC - 42947	LED Desk Lamp	53.49
346	7200	Other Supplies	1076 Sam's Club Direct	PC - 42949	Paperware and K-Cups	257.66
347	7200	Other Supplies	4348 Amazon.Com	PC - 42951	Sit/Stand Desk, Pack of Pens and Highlighters, Velcro	3.98
348	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42937	2 Space Heaters for Finance	103.58
349	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 42950	Sit/Stand Desk, Pack of Pens and Highlighters, Velcro	410.00
<b>Total 30 - Finance</b>					<b>1,067.74</b>	

Community Development						
Division: 410 - Building & Code Enforcement						
350	7310	Publications	1447 International Code Council Inc	PC - 42897	ICC Electrical Code Book 10/27/23 Chief Building Official	177.44
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>177.44</b>	

Division: 420 - Planning & Zoning						
351	5325	Training	4444 Misc Vendor for Procurement Card	PC - 42923	APA Class Engaging Diverse Communities 10/24/23 Senior Planner	15.00
352	7000	Office Supplies	4348 Amazon.Com	PC - 42900	Spiral Notebooks	38.22
<b>Total 420 - Planning &amp; Zoning</b>					<b>53.22</b>	

<b>Total 40 - Community Development</b>					<b>230.66</b>
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Public Works & Engineering						
Division: 510 - Engineering						
353	6000	Professional Services	8880 ReMarkable AS	PC - 42922	Monthly ReMarkable Connect Subscription 10/01-10/31/2023	2.99
<b>Total 510 - Engineering</b>					<b>2.99</b>	

Division: 530 - Street Maintenance						
354	5310	Membership Dues	3276 IL Arborist Association	PC - 42847	ISA Membership Dues 12/20/2023-12/19/2024 - Supt	190.00
355	5325	Training	4385 Hilton Springfield	PC - 42856	IPWMAN Overnight Conference Room Fee 10/24/2023	39.20
<b>Total 530 - Street Maintenance</b>					<b>229.20</b>	

Division: 535 - Facilities & Grounds Maintenance						
356	6315	R&M Buildings & Structures	7689 Ambius	PC - 42794	Sept 2023 Monthly Bill for Plant Maintenance	757.08
357	6315	R&M Buildings & Structures	7689 Ambius	PC - 42795	October 2023 Bill for Monthly Plant Maintenance	757.08
358	6315	R&M Buildings & Structures	2965 State Fire Marshal	PC - 42853	Boiler Certification 10/16/2023 at PW	71.58
359	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 42848	Laptop Drawers - City Council Chamber	519.92
360	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 42849	CAT6 Cable - PW	481.95
361	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 42850	Corner Guards - City Hall Mail Room	25.97
362	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 42851	Drawer Locks - City Council Chamber	29.98



**City of Des Plaines**  
**Warrant Register 12/04/2023**  
**JPMorgan Chase**

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
363	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 42855	Temporary Drop Box - City Hall	502.83
364	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 42941	2 Wall Mounted Hooks for City Hall, 2-Sets of Pens for Finance	67.52
365	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 42946	3 Ceramic Planter Pots	176.11
366	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 42948	Refund for Ceramic Planter Pot	(65.99)
367	7200	Other Supplies	4348 Amazon.Com	PC - 42857	Coffee Creamer - City Hall	99.78
368	7200	Other Supplies	4348 Amazon.Com	PC - 42858	Coffee - City Hall	59.98
369	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42805	Floor Protector	35.45
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>3,519.24</b>	

<b>Division: 540 - Vehicle Maintenance</b>						
370	5325	Training	4385 Hilton Springfield	PC - 42803	Hotel Stay for EVT Training 10/01-10/05/2023 - Mechanic	1,001.85
371	5325	Training	4385 Hilton Springfield	PC - 42804	Hotel Stay for EVT Training 10/01-10/05/2023 - Mechanic	841.85
372	5325	Training	4444 Misc Vendor for Procurement Card	PC - 42809	ASE Testing 10/25/23-Gas Engines/Electrical Systems - Mechanic	140.00
373	5325	Training	4444 Misc Vendor for Procurement Card	PC - 42810	ASE Testing 10/25/2023 - Drive Train - Mechanic	87.00
374	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 42806	Bearings - PW 5149	380.49
375	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 42808	Lifting Hooks - PW Stock	295.36
376	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 42811	Husky Floor Liners	269.97
<b>Total 540 - Vehicle Maintenance</b>					<b>3,016.52</b>	

<b>Total 50 - Public Works &amp; Engineering</b>					<b>6,767.95</b>
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<b>Police Department</b>						
<b>Division: 610 - Uniformed Patrol</b>						
377	5325	Training	4444 Misc Vendor for Procurement Card	PC - 42824	Lodging for Mactac Class (1 SGT) 10/25-10/27/2023	239.68
378	7200	Other Supplies	4348 Amazon.Com	PC - 42831	Prisoner Pillows	47.76
379	7320	Equipment < \$5,000	1493 Galls Inc	PC - 42812	Holster for Taser 7 (1)	61.13
380	7320	Equipment < \$5,000	1493 Galls Inc	PC - 42814	Taser 7 Holsters (6)	366.79
381	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42838	File Holder, Car Battery Jumper	268.60
<b>Total 610 - Uniformed Patrol</b>					<b>983.96</b>	

<b>Division: 620 - Criminal Investigation</b>						
382	5325	Training	4444 Misc Vendor for Procurement Card	PC - 42869	Alive Conference 10/18/2023 1 Soc Wrk	30.00
383	6015	Communication Services	8347 Browning Trail Cameras	PC - 42791	Cell Connection-Trail Camera for Surveillance 10/18-11/18/2023	29.99
384	7000	Office Supplies	4348 Amazon.Com	PC - 42833	Flash Drives, Sheet Protectors	197.04
385	7000	Office Supplies	4348 Amazon.Com	PC - 42836	Banker Boxes	87.06
386	7000	Office Supplies	4348 Amazon.Com	PC - 42840	File Tabs, Paper Shredder, Appointment Book	20.42

# City of Des Plaines

## Warrant Register 12/04/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
387	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42841	File Tabs, Paper Shredder, Appointment Book	322.72
<b>Total 620 - Criminal Investigation</b>					<b>687.23</b>	

<b>Division: 630 - Support Services</b>						
388	5310	Membership Dues	6792 American Association of Notaries	PC - 42832	Membership-4 Yr Notary Bond/Stamp 10/3/23-10/3/27 Training Ofc	91.10
389	5310	Membership Dues	6792 American Association of Notaries	PC - 42871	Membership-4 Yr Bond/Stamp 10/3/2023-10/3/2027 Training Ofc	91.10
390	7000	Office Supplies	4348 Amazon.Com	PC - 42834	Corrugated Cardboard Box Mailers	37.97
391	7000	Office Supplies	4348 Amazon.Com	PC - 42837	File Holder, Car Battery Jumper	27.69
392	7000	Office Supplies	4348 Amazon.Com	PC - 42839	Sticky Notes	55.84
393	7000	Office Supplies	4348 Amazon.Com	PC - 42842	Compressed Air Duster	59.67
394	7000	Office Supplies	4348 Amazon.Com	PC - 42845	Files, Staples, Legal Pads	85.91
395	7000	Office Supplies	4348 Amazon.Com	PC - 42872	Wall File, Batteries, Bandages, Antibiotic Ointment	72.83
396	7010	Supplies - Community Relations	1076 Sam's Club Direct	PC - 42843	Candy for Trunk or Treat	208.94
397	7015	Supplies - Police Range	8810 Aardvark	PC - 42819	Hand Canister Chemical Munitions for TRT	2,498.87
398	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 42844	Coffee for Peer Support Training 10/27/2023	40.00
399	7200	Other Supplies	4348 Amazon.Com	PC - 42870	Alcohol Pads	4.70
400	7200	Other Supplies	4348 Amazon.Com	PC - 42873	Wall File, Batteries, Bandages, Antibiotic Ointment	12.02
401	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 42874	Hemostatic Gauze and Chest Seals	139.07
402	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 42875	Tourniquets and Chest Seals	455.62
403	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 42835	Catalytic Converter Etching Kit	1,031.00
404	7500	Postage & Parcel	1566 UPS Store The	PC - 42815	Shipping for Helmet Repair 10/4/2023	232.80
405	7500	Postage & Parcel	1566 UPS Store The	PC - 42816	Shipping for Helmet Repair 10/4/2023	232.80
406	7550	Miscellaneous Expenses	2412 Giuseppe's La Cantina	PC - 42846	Food for Peer Support Training Event 10/27/2023	428.50
<b>Total 630 - Support Services</b>					<b>5,806.43</b>	

<b>Total 60 - Police Department</b>					<b>7,477.62</b>
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<b>Fire Department</b>						
<b>Division: 100 - Administration</b>						
407	5325	Training	1743 IL Fire Chiefs Association	PC - 42934	Incident Safety Officer Class 11/13-11/17/23 - Battalion Chief	300.00
408	6310	R&M Vehicles	4444 Misc Vendor for Procurement Card	PC - 42876	Car Wash 10/24/23 Vehicle 6101 - Deputy Chief	7.00
409	6310	R&M Vehicles	4444 Misc Vendor for Procurement Card	PC - 42915	Car Wash 10/13/23 Vehicle 6102 - Deputy Chief	7.00

**City of Des Plaines**  
**Warrant Register 12/04/2023**  
**JPMorgan Chase**

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
410	7000	Office Supplies	4348 Amazon.Com	PC - 42914	3 Pencil Sets with Case, Mag Safe Desktop Charger Stand	74.47
411	7000	Office Supplies	4348 Amazon.Com	PC - 42917	3 Computer Monitors - Chief, 2 Deputies, 4 Notepads	77.98
412	7550	Miscellaneous Expenses	1228 Pesche's Inc	PC - 42891	3 Bouquets of Flowers for Promotional Ceremony 10/02/2023	180.00
413	8005	Computer Hardware	4348 Amazon.Com	PC - 42913	Attachable Portable Monitor for Laptop - Deputy Chief	225.99
414	8005	Computer Hardware	4348 Amazon.Com	PC - 42916	3 Computer Monitors - Chief, 2 Deputies, 4 Notepads	2,253.89
<b>Total 100 - Administration</b>					<b>3,126.33</b>	

<b>Division: 710 - Emergency Services</b>						
415	5325	Training	8970 Center for Public Safety Excellence Inc	PC - 42877	Community Risk Assessment/Standard of Cover Training-PO 2023-527	4,950.00
416	5325	Training	8970 Center for Public Safety Excellence Inc	PC - 42878	Quality Improvement for Fire and ES Book	83.95
417	5325	Training	2219 Jones & Bartlett Learning LLC	PC - 42925	5 Fundamental Firefighting Skills and Hazmat Books	468.59
418	5325	Training	4444 Misc Vendor for Procurement Card	PC - 42927	FMS Test Kit for Personal Betterment	259.90
419	5325	Training	2219 Jones & Bartlett Learning LLC	PC - 42929	Credit for Error in Shipping Charges - Invoice 794451	(18.78)
420	5325	Training	4444 Misc Vendor for Procurement Card	PC - 42930	Emergency Resp Electric Vehicle Class 11/30/23-Batt Chief	485.00
421	5325	Training	4444 Misc Vendor for Procurement Card	PC - 42931	Emergency Resp Electric Vehicle Class 11/30/23-Paramedic	485.00
422	5325	Training	4444 Misc Vendor for Procurement Card	PC - 42932	Emergency Resp Electric Vehicle Class 11/30/23-Paramedic	485.00
423	5325	Training	4444 Misc Vendor for Procurement Card	PC - 42933	Emergency Resp Electric Vehicle Class 11/30/23-Engineer	485.00
424	6110	Printing Services	1041 Federal Express	PC - 42919	Credit for Printing Candidate Program Books - Tax Charged	(1,982.20)
425	6110	Printing Services	1041 Federal Express	PC - 42924	Printing Candidate Training Prog Orientation Bks 10/05/23-Rebill	2,053.62
426	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 42920	Inspection Fee 10/05/2023 - Ambulance 61	26.00
427	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 42921	Paramedic License Renewal 10/31/23-10/31/27 - Paramedic	41.00
428	6305	R&M Equipment	4444 Misc Vendor for Procurement Card	PC - 42892	Repair of Refrigerator 9/15/23 - Station 63	1,150.00
429	7000	Office Supplies	4348 Amazon.Com	PC - 42893	12-Inch Laminator Station 61	275.60
430	7200	Other Supplies	4348 Amazon.Com	PC - 42912	Custom Seat Covers - Ambulance 61 and Rescue 63	752.02
431	7200	Other Supplies	1747 Murphy's Contractors Equipment Inc	PC - 42935	Screws, Large Washers, Support Base	90.28
432	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42918	Magnetic Wireless Charger	23.98
433	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 42926	Seat Belts - Tower 61	135.76

# City of Des Plaines

## Warrant Register 12/04/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
434	7320	Equipment < \$5,000	1476 Fleet Safety Supply	PC - 42928	Passenger Side Mount Package - Ambulance 61	525.75
435	7550	Miscellaneous Expenses	1076 Sam's Club Direct	PC - 42898	Candy for Stations/Trunk or Treat	73.08
<b>Total 710 - Emergency Services</b>					<b>10,848.55</b>	

<b>Division: 720 - Fire Prevention</b>						
436	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42899	Badge Holder - Part-Time Inspector	19.33
<b>Total 720 - Fire Prevention</b>					<b>19.33</b>	

<b>Division: 730 - Emergency Management Agency</b>						
437	7550	Miscellaneous Expenses	6867 Marianos	PC - 42954	Food for EMA Prospective Member Meeting 10/11/23	26.97
438	7550	Miscellaneous Expenses	6867 Marianos	PC - 42955	Food for EMA Training Meeting 10/25/23	4.99
439	7550	Miscellaneous Expenses	4348 Amazon.Com	PC - 42956	Candy for Halloween Event and Cups	225.85
<b>Total 730 - Emergency Management Agency</b>					<b>257.81</b>	

<b>Total 70 - Fire Department</b>					<b>14,252.02</b>
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<b>Department: 75 - Fire &amp; Police Commission</b>						
440	5325	Training	1573 IL Fire & Police Commissioners Association	PC - 42859	2023 Fall Seminar 11/03/2023-Mgmt Analyst	575.00
441	5325	Training	1573 IL Fire & Police Commissioners Association	PC - 42860	2023 Fall Seminar 11/03/2023-BFPC Commissioner	525.00
<b>Total 75 - Fire &amp; Police Commission</b>					<b>1,100.00</b>	

<b>Total 100 - General Fund</b>					<b>43,283.19</b>
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<b>Fund: 260 - Asset Seizure Fund</b>						
<b>Program: 2620 - DEA</b>						
442	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 42895	K9 Dog Food 10/10/2023- Jager	98.09
443	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 42813	NVG Pouches for TRT	405.12
444	7320	Equipment < \$5,000	1451 AutoZone Stores LLC	PC - 42817	Parts for TRT Mirror	78.46
445	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	PC - 42818	Parts for Door Opener TRT	75.84
446	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 42820	NVG Headmount Adapters for TRT	1,424.00
447	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 42821	NVG Mounts for TRT	2,064.00
448	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42822	TRT Helmet Rails	48.93
449	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 42823	NVG Mounts for TRT Rhino II Upgrade	435.00
<b>Total 2620 - DEA</b>					<b>4,629.44</b>	

# City of Des Plaines

## Warrant Register 12/04/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Program: 2640 - Forfeit</b>						
450	6195	Miscellaneous Contractual Services	4444 Misc Vendor for Procurement Card	PC - 42894	Canine Jager Boarding 9/26-10/5/2023	320.00
<b>Total 2640 - Forfeit</b>					<b>320.00</b>	

<b>Total 260 - Asset Seizure Fund</b>	<b>4,949.44</b>
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<b>Fund: 500 - Water/Sewer Fund</b>						
<b>Non Departmental</b>						
<b>Division: 550 - Water Systems</b>						
451	6015	Communication Services	4444 Misc Vendor for Procurement Card	PC - 42905	SCADA Notification Service - 10/09/23 (Auto Refill at \$10)	48.39
452	6195	Miscellaneous Contractual Services	2965 State Fire Marshal	PC - 42852	Boiler Certification 10/16/2023 - Maple Street Pump Station	71.58
453	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 42788	PLC Power Supply and Uniform Pants	169.00
454	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 42807	Lifting Hook - Water 9063	52.43
455	7035	Supplies - Equipment R&M	1047 Home Depot Credit Svcs	PC - 42854	Lithium Batteries for Drill/Impact Gun	249.00
456	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 42909	Cables for Howard Avenue Water Tower Shed	102.60
457	7300	Uniforms	4348 Amazon.Com	PC - 42789	PLC Power Supply and Uniform Pants	78.85
458	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 42908	Keyboards and Mice	45.98
459	7500	Postage & Parcel	1700 United States Postal Service	PC - 42879	Postage for Certified Mail - 10/13/2023	102.72
460	7500	Postage & Parcel	1700 United States Postal Service	PC - 42880	Postage for Certified Mail - 10/30/2023	42.80
<b>Total 550 - Water Systems</b>					<b>963.35</b>	

<b>Division: 560 - Sewer Systems</b>						
461	5320	Conferences	3414 Water Environment Federation	PC - 42901	WFTEC 2023 Conference - 10/03/23 - Superintendent	130.00
462	5320	Conferences	3414 Water Environment Federation	PC - 42903	WFTEC 2023 Conference - 10/03/23 - Foreman	165.00
463	5335	Travel Expenses	4444 Misc Vendor for Procurement Card	PC - 42904	Parking - WEFTEC 2023 Conference	25.00
464	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 42906	Casts for Sewer Camera	123.47
465	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 42907	Casts for Sewer Camera	259.78
466	7300	Uniforms	4348 Amazon.Com	PC - 42902	Uniform Shirts, Boots, and Vest - Superintendent	226.89
<b>Total 560 - Sewer Systems</b>					<b>930.14</b>	

<b>Total 00 - Non Departmental</b>	<b>1,893.49</b>
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<b>Department: 30 - Finance</b>						
467	5325	Training	6792 American Association of Notaries	PC - 42936	Notary Bond and Stamp 9/29/23-9/28/27 Sr. Utility Billing Clerk	76.10
468	7000	Office Supplies	4348 Amazon.Com	PC - 42943	Highlighters, Pens, Keyboard Wrist and Mouse Pad	37.11

# City of Des Plaines

## Warrant Register 12/04/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
469	7000	Office Supplies	4348 Amazon.Com	PC - 42945	Pack of Gel Pens	11.42
<b>Total 30 - Finance</b>					<b>124.63</b>	

<b>Total 500 - Water/Sewer Fund</b>	<b>2,018.12</b>
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Fund: 600 - Risk Management Fund						
470	5345	Post-Employment Testing	4444 Misc Vendor for Procurement Card	PC - 42790	200 FMCSA Mandated Drug/Alcohol Testing Queries Purchased	250.00
471	6195	Miscellaneous Contractual Services	4444 Misc Vendor for Procurement Card	PC - 42861	12 Pies for Pies and Pumpkins Event 10/26/2023	520.00
472	6195	Miscellaneous Contractual Services	4444 Misc Vendor for Procurement Card	PC - 42862	4 Pies for Pies and Pumpkins Event 10/25/2023	171.00
473	6195	Miscellaneous Contractual Services	4444 Misc Vendor for Procurement Card	PC - 42863	32 Pies for Pies and Pumpkins Event 10/27/2023	1,552.56
474	6195	Miscellaneous Contractual Services	5060 Dollar Tree Stores Inc	PC - 42864	Table Cloths, Napkins, Decor for Pies and Pumpkins Event	65.00
475	6195	Miscellaneous Contractual Services	4348 Amazon.Com	PC - 42865	400 Plastic Forks, 500 Paper Plates for Pies and Pumpkins	47.77
<b>Total 600 - Risk Management Fund</b>					<b>2,606.33</b>	

Fund: 700 - Escrow Fund						
477	2229	Event - Holiday Lighting	4348 Amazon.Com	PC - 42829	Supplies for Winter Fair 12/2/23	37.79
478	2229	Event - Holiday Lighting	8961 American Paper Optics LLC	PC - 42830	Giveaways for Tree Lighting 12/1/23	284.40
479	2231	Escrow - Harvest Hoot	6109 Facebook Inc	PC - 42792	Facebook Ad for Harvest Hoot 9/24-9/28/23	12.62
480	2231	Escrow - Harvest Hoot	6109 Facebook Inc	PC - 42793	Facebook Ad for Harvest Hoot 9/29-10/11/23	50.00
481	2231	Escrow - Harvest Hoot	6109 Facebook Inc	PC - 42802	Facebook Ad Harvest Hoot 10/10-10/14/23	12.21
482	2231	Escrow - Harvest Hoot	4348 Amazon.Com	PC - 42825	Pumpkin Painting Supplies for Harvest Hoot 10/14/23	62.50
483	2231	Escrow - Harvest Hoot	4348 Amazon.Com	PC - 42826	Pumpkin Painting Supplies for Harvest Hoot 10/14/23	43.58
484	2231	Escrow - Harvest Hoot	4348 Amazon.Com	PC - 42827	Squeegee for Harvest Hoot 10/14/23	20.19
485	2231	Escrow - Harvest Hoot	7456 Giuseppe's Incorporated	PC - 42828	Lunch for Staff at Harvest Hoot 10/14/23	106.96
486	2231	Escrow - Harvest Hoot	1076 Sam's Club Direct	PC - 42883	1 Case Water for Harvest Hoot 10/14/23	5.44
<b>Total 700 - Escrow Fund</b>					<b>635.69</b>	

<b>Grand Total</b>	<b>53,492.77</b>
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# City of Des Plaines

## Warrant Register 12/04/2023

### Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 2,567,140.13 **	12/4/2023
Manual Checks	\$ 123,698.46 **	11/17/2023
Payroll	\$ 1,374,875.67	11/17/2023
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ 53,492.77 **	11/17/2023
Chicago Water Bill ACH	\$ 509,148.15	11/21/2023
Postage Meter Direct Debits	\$ -	
Utility Billing Refunds	\$ -	
Property Purchase - 1488-1490 Miner Street	\$ 790,000.00	11/7/2023
Debt Interest Payment	\$ -	
IMRF Payments	\$ 106,805.49	11/7/2023
Employee Medical Trust	\$ -	
<b>Total Cash Disbursements:</b>	<b><u>\$ 5,525,160.67</u></b>	

\* Multiple transfers processed on and/or before date shown

\*\* See attached report

Adopted by the City Council of Des Plaines

This Fourth Day of December 2023

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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Jessica M. Mastalski, City Clerk

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Andrew Goczkowski, Mayor



## FINANCE DEPARTMENT

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

## MEMORANDUM

Date: November 20, 2023

To: Michael G. Bartholomew, City Manager

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

Subject: 2024 Annual Budget Approval

A handwritten signature in blue ink, appearing to be 'D. Wisniewski', is written over the 'To' and 'From' lines of the memorandum.

**Issue:** For the City Council to adopt the 2024 Budget Resolution.

**Analysis:** The City Council held two budget hearings over the 2024 Proposed Budget document. The first meeting was held on October 12<sup>th</sup> and the discussion covered the review of the General Fund. The second budget meeting was held on October 18<sup>th</sup> to review the Non-General Funds within the budget document. Within those discussions, the City Council voted and approved all expenditures, revenues, and the resulting fund balances to support City services and projects.

Additionally, during these meetings, the City Council achieved a consensus on additional changes to be included as part of the 2024 Final Budget document. The following is a financial summary reflecting the result of this process along with a Resolution to adopt the 2024 Budget document.

**2024 Budget Snapshot:** The Fiscal Year 2024 annual budget totals \$194.5M (excluding transfers), a \$20.4M or 11.7% increase over the 2023 Budget. The 2024 Budget increase is primarily attributed to the increased funding for capital improvements within our Capital Projects Fund, Water/Sewer Fund as well as Facilities Fund. The overall 2024 amount included in capital improvements/investments is \$52M of which \$12.7M is allocated to the City's water/sewer system improvements; \$8.5M is allocated to street improvements and \$22.5M is assigned to City facilities in support of the City Councils strategic goals of Infrastructure and Mobility.

**Table 1** below summarizes the final 2024 Budget changes approved by the City Council during the October budget deliberations that were incorporated in the final 2024 Budget numbers. Based on the City Council consensus, the expenditures were increased by \$390K due to the approved funding for the items outlined in Table 1 below.



<b>Table 1</b>		
<b>2024 Budget Changes Approved by the City Council</b>		
<b>Account</b>	<b>Description</b>	<b>Amount</b>
<b>General Fund</b>		
100-90-000-0000.6500	Funding – Des Plaines Historical Society	75,000
100-90-000-0000.6530	Subsidy – Community Outreach	25,000
100-90-000-0000.6545	Subsidy – Social Service Agency Funding	40,000
100-90-000-0000.6195	Misc Contractual – 2 Electric Vehicle Charging Stations	25,000
100-90-000-0000.8015	Equipment – 2 Electric Vehicle Charging Stations	25,000
<b>Total General Fund</b>		<b>190,000</b>
400-00-000-0000.6155	Sidewalk Improvements – (Douglas Street between Howard and Jarlath)	200,000
<b>Total Capital Projects</b>		<b>200,000</b>
<b>Total 2024 Budget Changes</b>		<b>\$390,000</b>

Exhibit A, ‘2024 Budget at a Glance’, summarizes the final figures to date as they pertain to revenues, expenditures, and transfers in/out. Additionally, included for your information is the Fund Balances vs. Financial Policy Requirements chart.

**Recommendation:** I recommend the City Council adopt the attached resolution approving the 2024 Budget document.

**Attachments:**

Attachment 1: Resolution R-233-23

Exhibit A: 2024 Budget at a Glance

Attachment 2: Fund Balances vs. Financial Policy Requirements

**CITY OF DES PLAINES**

**RESOLUTION R - 233 - 23**

**A RESOLUTION APPROVING THE 2024 ANNUAL BUDGET FOR 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 desires to establish a budget to plan for and help satisfy the operating needs of the City; and

**WHEREAS**, the City Council met two times in Special Meetings and reviewed and revised the proposed 2024 Annual Budget for the City of Des Plaines; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City of Des Plaines to adopt the 2024 Annual Budget;

**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 Ordinance as the findings of the City Council.

**SECTION 2: ADOPTION OF 2024 ANNUAL BUDGET.** The Mayor and City Council hereby approve and adopt the 2024 Annual Budget, a summary of which, titled "2024 Budget at a Glance", is attached to this Resolution as **Exhibit A**.

**SECTION 3: 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 \_\_\_\_

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Resolution Approving the 2024 City Budget

## City of Des Plaines 2024 Proposed Budget at a Glance

Fund Name	2023 Projected Ending Fund Balance (Deficit)	2024 Transfers In	2024 Budgeted Revenues	2024 Budgeted Expenditures	2024 Transfers Out	2024 Projected Ending Fund Balance (Deficit)
General Fund	74,089,819	72,000	69,338,095	79,835,184	11,750,000	51,914,730
Nonspendable/ Restricted	24,459,927	-	-	-	-	24,721,266
Assigned	18,200,000	-	-	-	-	4,000,000
Unassigned	31,429,892	-	-	-	-	23,193,464
TIF #1	-	-	-	-	-	-
TIF #3	(1,941,705)	-	2,415,417	2,121,130	2,000	(1,649,418)
TIF #5	65,125	-	159,175	400	-	223,900
TIF #6	(18,688,975)	-	121,255	8,082	4,000	(18,579,802)
TIF #7	(621,029)	-	414,735	208,120	18,000	(432,414)
TIF #8	3,327,016	-	1,281,582	829,410	48,000	3,731,188
Motor Fuel Tax	2,040,543	-	2,202,626	3,740,000	-	503,169
CDBG	34,534	-	312,135	346,669	-	-
Grant Projects	1,322,255	193,300	9,656,600	9,849,700	-	1,322,455
Gaming Tax	31,786,317	-	27,050,000	16,720,000	10,000,000	32,116,317
Debt Service	-	-	-	-	-	-
Capital Projects	8,647,248	-	6,176,643	11,716,393	193,300	2,914,198
Equipment Replacement	4,719,295	2,000,000	67,500	3,380,224	-	3,406,571
IT Replacement	423,928	750,000	1,500	823,485	-	351,943
Facilities Replacement	15,537,028	14,000,000	347,125	24,652,875	-	5,231,278
Water/Sewer	2,230,983	5,000,000	22,177,660	28,101,655	-	1,306,988
City-Owned Parking	857,862	-	239,012	412,710	-	684,164
Metra-Leased Parking	3,930	-	40,000	42,470	-	1,460
Risk Management	3,629,907	-	1,695,303	2,539,225	-	2,785,985
Health Benefits	3,587,844	-	9,074,586	9,155,616	-	3,506,814
<b>Total City Funds</b>	<b>131,051,925</b>	<b>22,015,300</b>	<b>152,770,949</b>	<b>194,483,348</b>	<b>22,015,300</b>	<b>89,339,526</b>

**City of Des Plaines  
2024 Budget at a Glance  
Fund Balance vs. Financial Policy Requirements**

Fund Name	Policy Requirement			Fund Balance 1/1/2024	Fund Balance 12/31/2024	2024 Fund Balance %	% over (under) Policy Requirements
	Required %	Required Years	Other Requirements				
General Fund	25%	Annual	Expenditures	74,089,819	51,914,730	56.68%	31.68%
Nonspendable	N/A	N/A		24,459,927	24,721,266		
Assigned				18,200,000	4,000,000		
Unassigned	25%	Annual	Expenditures	31,429,892	23,193,464	25.32%	0.32%
TIF #1	N/A	N/A		-	-		
TIF #3	N/A	N/A		(1,941,705)	(1,649,418)		
TIF #5	N/A	N/A		65,125	223,900		
TIF #6	N/A	N/A		(18,688,975)	(18,579,802)		
TIF #7	N/A	N/A		(621,029)	(432,414)		
TIF #8	N/A	N/A		3,327,016	3,731,188		
Motor Fuel Tax	20%	5 yr. Average	Expenditures	2,040,543	503,169	15.69%	-4.31%
			Pursuant to Federal Regulations				
CDBG	0%	N/A		34,534	-		
Grant Projects	N/A	N/A		1,322,255	1,322,455		
Gaming Tax	N/A	N/A		31,786,317	32,116,317		
			Non-Property Tax Supported Expenditures				
Debt Service	25%	Annual		-	-		
Capital Projects	20%	5 yr. Average	Expenditure	8,647,248	2,914,198	43.08%	23.08%
Equipment			Future Projected				
Replacement	20%	5 yr. Total	Expenditures	4,719,295	3,406,571	38.85%	18.85%
IT Replacement	20%	5 yr. Average	Expenditures	423,928	351,943	75.24%	55.24%
Facilities Replacement	20%	Annual	Expenditures	15,537,028	5,231,278	21.22%	1.22%
Water/Sewer	20%	Annual	Expenses	2,230,983	1,306,988	4.65%	-15.35%
City-Owned Parking	20%	5 yr. Average	Expenses	857,862	684,164	221.38%	201.38%
Metra Parking	20%	5 yr. Average	Expenses	3,930	1,460	2.77%	-17.23%
Risk Management	20%	Annual	Expenditures	3,629,907	2,785,985	109.72%	89.72%
Health Benefits Fund	20%	Annual	Expenditures	3,587,844	3,506,814	38.30%	18.30%

Indicates that this fund meets the fund balance policy requirement

Indicates that this fund does not meet the fund balance policy requirement



MEMORANDUM

Date: November 21, 2023  
To: Michael G. Bartholomew, City Manager  
From: Samantha Redman, Senior Planner *SR*  
Cc: Ryan Johnson, Assistant Director of Community and Economic Development *RJ*  
Subject: Consideration of Map Amendment and Preliminary Planned Unit Development (PUD) at 900 Graceland Avenue and 1217 Thacker Street (Site A)

**Issue:** The petitioner is requesting the following under the Zoning Ordinance for the properties at 900 Graceland Avenue and 1217 Thacker Street: (i) a Map Amendment to rezone from M-2 General Manufacturing to R-3 Townhouse Residential District; (ii) a Preliminary PUD, with exceptions for minimum front yard and minimum lot area, to allow a 50-unit townhouse development.

**Petitioner:** Luz and Associates #1, LLC, 2030 West Wabansia Ave., Chicago, IL 60611  
**Owner:** Contour Saws, Inc., 100 Lakeview Parkway, Ste. 100, Vernon Hills, IL 60061  
**Case Number:** 23-039-MAP-PUD-TSUB  
**PINs:** 09-20-105-016-0000, 09-20-105-017-0000, 09-20-105-020-0000, 09-20-105-021-0000, 09-20-105-022-0000, 09-20-105-023-0000, 09-20-105-024-0000, 09-20-105-045-0000, 09-20-203-006-0000  
**Ward:** #3, Alderman Sean Oskerka  
**Existing Zoning:** M-2, General Manufacturing  
**Existing Land Use:** Unoccupied manufacturing building  
**Surrounding Zoning:** North: M-1, Light Manufacturing and R-1, Single Family Residential  
South: R-4, Central Core Residential and C-3, General Commercial  
East: R-1, Single Family Residential and R-4, Central Core Residential  
West: Railroad and M-1, Light Manufacturing

**Surrounding Land Use:** North: Manufacturing building and single-family detached residences  
South: Multi-family residential buildings and vacant parking lot (proposed multi-family residential on this property)  
East: Railroad and manufacturing buildings  
West: Single-family detached and multi-family residential buildings

**Street Classification:** Graceland Avenue is classified as a major road and under the ownership of the Illinois Department of Transportation (IDOT); Thacker Street is classified as a secondary road and is under the ownership of the City of Des Plaines.

**Comprehensive Plan:** Industrial is the recommended use for this property.

**Property/Zoning History:** The subject property was previously the site of Contour Saws, a manufacturing facility operating from the 1960s to 2020. The property is currently improved with an approximately 105,000 square foot manufacturing facility, consisting of several joined buildings to create one large two-story building. The remainder of the property consists of surface parking.

Sanborn maps from the 1920s indicate this site was previously a subdivision with half acre tracts of land with single-family detached residences.<sup>1</sup> In the early 1960s the Contour Saws facility began operating at this site, using existing buildings and constructing additional buildings. Functionally, the facility is one joined building, including an original residence from the 1920s subdivision previously used for the office of Contour Saws. Zoning between the late 1920s and present day has shifted from residential to commercial to manufacturing on this property. The property is currently owned by Contour Saws and is unoccupied.

On September 20, 2022, a No Further Remediation (NFR) letter was issued for the property from the Illinois Environmental Protection Agency (IEPA). An NFR letter signifies that, while the site may have previously contained contaminants that exceeded state or federal limits, the IEPA does not deem this site to constitute a significant risk of harm. The NFR letter was pursued in response to a Phase II environmental review completed in 2016 indicating presence of contaminants in soil and groundwater, associated with the previous use at this property.

After review of a Remedial Action Plan prepared in 2022, an NFR Letter was issued by IEPA stating the property is approved for residential, commercial, or industrial land use. However, any NFR letter typically specifies actions necessary for safe use of the property. For this property, the controls include the development of a safety plan for construction of the building to limit worker exposure, and the necessary asphalt/concrete barriers and types of foundation necessary for buildings. All of the controls must be maintained to maintain the certification of the NFR; if any violation of the controls is observed, the letter will be voided, and enforcement actions would be implemented by the IEPA. The petitioner is aware of the NFR Letter and designed the project to be compliant with all the controls required to be in place.

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<sup>1</sup> 1924 Sanborn Map of Des Plaines

**Project Description:**

*Overview*

The petitioner is Luz and Associates, which is the contract purchaser of the subject property, along with the Contour Saws parking lot on the other side of Graceland. They are proposing to build a 50-unit townhouse development and a private, publicly accessible park on the property.

*Proposal*

The proposal includes the removal of all existing buildings and structures to redevelop the subject property into a 50-unit townhouse Planned Unit Development (PUD). The proposed development consists of eight separate three story townhouse buildings with various numbers of units depending on the building. A publicly accessible, privately owned park is proposed at the north corner of the development with landscaped areas throughout the development. Refer to Architectural Plan attachment. The anticipated unit mix will be 33 three-bedrooms and 17 two-bedrooms, with a unit size ranging from approximately 2,200 to 2,500 square feet each. Refer to Floor Plan attachment. Each unit will have a two-car, attached garage and thirteen surface parking spaces are provided for guests on the site.

**MAP AMENDMENT**

**Request Description:**

Zoning Map Amendment Overview

The purpose of a zoning map amendment is to determine whether an existing zoning district is suitable for a location and, if not, which zoning district would be more suitable, given the context of the neighborhood, city goals, and local, state, and national development trends. Although a specific project can be considered alongside any zoning application, zoning change deliberation often looks at a property at a larger scale within the neighborhood and city.

A Site Plan Review, as required by Section 12-3-2, was performed for the conceptual project at this site. The Site Plan Review contributes to the overall assessment of a zoning map amendment, demonstrating the feasibility of a specific project with this zoning. Refer to the Site Plan Review section of this report and associated attachments.

*M-2 Zoning and Suitability of the Site for Proposed R-3 Zoning*

The M-2, General Manufacturing zoning district is intended to accommodate a diversity of industrial uses. Out of all of the industrial districts, M-2 permits the largest number of different uses, allowing for 23 uses permitted by right (meaning no zoning entitlement process) and 24 conditional uses. A broad variety of uses are allowed by right, including light and heavy manufacturing, warehouses or distribution facilities, or food processing establishments.

Few available properties exist in Des Plaines with the range of transit, recreational, and commercial opportunities available within walking distance, making this site an ideal location for additional residential versus commercial or manufacturing development. Within a half-mile of the property (an approximate 8–15-minute walk for the average person<sup>2</sup>), the following services

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<sup>2</sup> Bohannon, R. W. (1997). Comfortable and maximum walking speeds of adults aged 20-79 years: reference values and determinants. *Age and Ageing*, page 17.



are available. Refer to Amenities and Services Map attachment for further details.

<b>Service</b>	
Transit	Des Plaines Metra Station platform; Pace Bus Stops for Lines 226, 230, and 250, and the PULSE Dempster Line
Downtown Commercial Area	Restaurants, grocery store, retail/personal services including dentist, optometrist, urgent care, physical therapist, private gym, and salons
Schools (private and public)	Central Elementary School, Willows Academy, Little Bulgarian School, Islamic City Center of Des Plaines Academy
Parks	Centennial Park, Central Park, Paroubeck Park, Potowatomie Park
Public Buildings	Library, City Hall

A change to the zoning would be necessary to allow residential uses on this property. No residential uses are permitted within the M-2 zoning district. An analysis of the various options for residential zoning districts is necessary to determine what is best suited for this site. Below is a table of residential zoning districts and the residential uses permitted within them.

<b>Residential Districts Use Matrix</b>				
<i>Use</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>R-4</i>
Single Family Detached	P	C*	C*	C*
Townhouse	Not permitted	Not permitted	P	P
Two-family (duplex)	Not permitted	P	Not permitted	Not permitted
Multi-Family	Not permitted	Not permitted	P	P

\*Note: Only applies to single-family detached dwellings that were lawfully constructed prior to August 17, 2020 and are located in a zoning district other than R-1.

The R-1 and R-2 zoning districts would restrict the density of residential units at the property, limiting the development potential. As the name suggests, the R-1, Single Family Residential district limits the number of dwelling units to one dwelling unit per parcel. The R-2, Two-Family Residential district similarly limits the number of dwellings to two units per parcel. To allow for more than one or two residences on this 3.13-acre property, the property would need to be subdivided. If the property were subdivided to meet the R-1 or R-2 bulk standards, it is unlikely the property could produce 50 units, even with a planned unit development. Comparatively, a townhouse or multi-family development would supply a greater number of units in the same amount of space, creating a more efficient and economical option for this location. For the contemplated project, the R-3 zoning district was selected by the petitioner because this zoning best fits the intended scale and purpose of the development.

### *Demographic Trends and Accommodating an Aging Population*

The existing housing stock throughout the city is predominantly single-family residential and the Comprehensive Plan states it is a goal to maintain this stock of high-quality single family residential property within the city. However, the detached single family housing type is an increasingly unaffordable product for many existing and future residents. In comparison, townhouses provide additional housing stock at a more financially attainable scale due to the smaller size and reduced maintenance cost.

An important goal of 2019 Comprehensive Plan is to provide avenues to allow residents to age-in-place and improve accessibility. As of 2015, the percentage of Des Plaines residents 50 or older was 40.2%, compared to the regional average of 31.4%.<sup>3</sup> According to the U.S. Census Bureau, this percentage is likely to grow, with one in five Americans at retirement age by 2030.<sup>4</sup> Households approaching retirement are frequently interested in downsizing to limit maintenance costs and reduce monthly housing costs to meet limitations of fixed incomes. Supplying a diverse housing stock in this area provides the option for seniors to continue living within the city. A residential development in this location would be close enough to facilities and services for an aging population to independently complete activities of daily living, with many amenities available within walking or transit distance.

With these considerations regarding the location of the property near multi-family properties and zoning, the proximity to numerous private and public services, and the goals of the Comprehensive Plan focused on providing diversity of housing stock and providing accessible and attainable options for residents, senior or otherwise, the R-3 zoning district is a suitable fit for this property.

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<sup>3</sup> Des Plaines 2019 Comprehensive Plan, Page 32

<https://www.desplaines.org/home/showpublisheddocument/162/637612522934400000>

<sup>4</sup> U.S. Census Bureau (2018) *Older People Projected to Outnumber Children for First Time in U.S. History*,

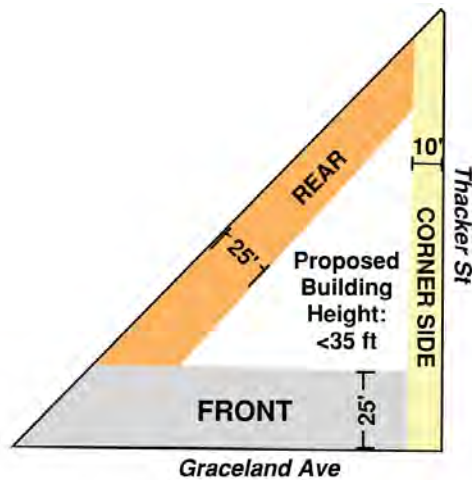
<https://www.census.gov/newsroom/press-releases/2018/cb18-41-population-projections.html>

Site Plan Review

*Proposed Project Overview*

The petitioner proposes 50 townhouse units, including 33 three-bedroom units and 17 two-bedroom units and a publicly accessible, private park space. The proposed development is one of two for the former Contour Saws properties. The parking lot of the former Contour Saws facility is proposed to be a 56-unit multifamily development; a petition to change the zoning from C-3 to R-4 was recommended for approval by the Planning and Zoning Board (PZB) on July 25, 2023.

This type of development is permitted in the proposed R-3 Townhouse, with a PUD. The below diagram illustrates staff’s interpretation of where the required yards are located for this property, as noted in Section 12-7-2 and defined in Section 12-13-3.



<b>R-3 - Townhouse Residential District Bulk Standards</b>		
<i>Bulk Controls</i>	<i>Required</i>	<i>Proposed</i>
Maximum height	45 ft.	34 ft.
Minimum front yard	25 ft.	12 ft. <sup>1</sup>
Minimum corner side	10 ft.	10 ft.
Minimum rear yard	25 ft.	25 ft.
Minimum lot width	55 ft.	516.72 ft
Minimum lot area	2800 sq. ft. per dwelling unit * 50 units = 140,000 sq. ft.	130,406 sq. ft. <sup>2</sup>

<sup>1</sup> Exception request with PUD to reduce required front yard.

<sup>2</sup> Exception request with PUD to reduce minimum lot area. Publicly accessible private park lot excluded from total lot area.

*Site Plan Review Standards*

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, located in the Site Plan attachment.

<b>Site Plan Review</b>	
<i>Item</i>	<i>Analysis (based on Proposal)</i>
<p>The arrangement of structures on the site</p>	<ul style="list-style-type: none"> <li>• Places buildings along the street frontage, rather than garages or surface parking. The design presents better cohesion with the buildings surrounding it by placing the building at approximately the same distance from the property line as the existing building and the adjacent existing and proposed multi-family buildings. The proximity of the building to the street also provides better surveillance within the neighborhood, with windows facing the residential neighborhood and providing additional “eyes on the street.”</li>   <li>• The design of each townhouse includes a two car, attached garage, providing covered parking in a more compact manner than surface parking. Guest spaces are located in the center of the property. The site layout minimizes view of the parking area and interior roadway, with the buildings as the primary focus along the street.</li>   <li>• A subdivision is requested as part of this request. Improvements deemed necessary in the area adjacent to a subdivision can be required pursuant to Section 13-3-2.L. The improvements required to serve this development are discussed in the Public Works and Engineering (PWE) Department Memo attachment. Improvements are required prior to completion of the development or within 2 years of the recorded subdivision. A summary of the improvements includes replacement of a water main in a portion of Graceland Avenue, construction of pedestrian bump out and flashing pedestrian signage at the intersection of Thacker and Laurel, replacement of a streetlight on Graceland Avenue, and grinding and resurfacing Thacker Street as well as replacement of any damaged public sidewalk.</li> </ul>

<p>The arrangement of open space and landscape improvements</p>	<ul style="list-style-type: none"> <li>• Landscaping is provided around and within the development, meeting zoning requirements. In addition, a park space is proposed, as noted on the plans and the Park Concept Plan attachment. Refer to Landscape Plan attachment for details on landscaping.</li> <li>• Parkway trees and landscaping proposed along Graceland Avenue, where none currently exist.</li> <li>• A solid wood fence is proposed along the railroad track to screen the railroad from the development. A condition of approval requires an open fence at the northwest corner of the park to alleviate any sight obstruction between the railroad and Thacker Street.</li> </ul>
<p>The adequacy of the proposed circulation system on the site</p>	<ul style="list-style-type: none"> <li>• Several driveways will be closed along Graceland Avenue, with one driveway entrance/exit proposed on Graceland Avenue and one along Thacker Street. The existing driveway along Thacker is not aligned with Laurel Avenue. The proposed plan aligns the driveway to this street. The closure of these extra driveways and replacement with a parkway and walkway improves safety and comfort for pedestrians along Graceland and Thacker.</li> <li>• Pedestrian circulation is provided by numerous walkways from Graceland and Thacker from each unit to the existing public sidewalk or to sidewalks within the development. The proposed plan includes bump outs at the intersection of Thacker and Laurel to improve pedestrian safety to and from the publicly accessible park and the adjacent neighborhood.</li> <li>• Vehicular circulation is provided by interior, private roads accessed from two driveways, one along Graceland Avenue and one along Thacker Street. The roads are 26 feet in width, exceeding the maximum required width (22 ft) for a two-way drive aisle per Section 12-9-6.</li> <li>• Parking meets the off-street parking requirements of Section 12-9-7, providing two spaces per residential unit (50 garage spaces) and one space per four units (13 guest spaces, in surface parking area) which is the minimum required amount.</li> </ul>

	<ul style="list-style-type: none"> <li>• It is anticipated, as discussed in the petitioner’s response to standards and the provided traffic study, that the proximity of the site to numerous transit options and a bike route along Thacker St, will reduce dependence on automobiles for this project.</li> </ul>
The location, design, and screening of proposed off-street parking areas	<ul style="list-style-type: none"> <li>• Attached garages are proposed with each unit, facing interior, private roads within the development rather than connecting to the street. The proposed site is situated in such a way that guest parking is located in the middle and has minimal visibility from Graceland Avenue and Thacker Street. Landscaping is provided along driveways.</li> </ul>
The adequacy of the proposed landscaping design on the site	<ul style="list-style-type: none"> <li>• All required landscaping in terms of foundation landscaping, parkway landscaping, and overall site landscaping are provided (pursuant to Sections 12-10-6, 12-10-7 and 12-10-10). Landscaping, either turf, bushes, or trees are provided throughout the development. Refer to Landscape Plan.</li> <li>• The park along Thacker Street is proposed to be a publicly accessible park space, providing additional landscaping and recreational opportunities.</li> </ul>
The design, location, and installation of proposed site illumination	<ul style="list-style-type: none"> <li>• Photometric plan demonstrates conformance with Section 12-12-10, with no more than 0.2-foot candles spilling over the property line in any location, well within the limits of the zoning ordinance.</li> <li>• The parking lot is properly illuminated, with at least one footcandle in any parking area, meeting requirements of Section 12-9-6.G. A condition of approval is to provide additional illumination at the driveways entering the development on Graceland Avenue and Thacker Street.</li> </ul>
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"> <li>• Does not fit the manufacturing use illustrated by the Comprehensive Plan; however, the 2019 plan was written under the assumption that the Contour Saw facility would continue operating.</li> <li>• The proposed plan supports the following goals (refer to M-2 Zoning and Suitability of the Site for Proposed R-3 Zoning section of this report for further details):</li> </ul>

	<ul style="list-style-type: none"> <li>○ Goal 4.1. Ensure the City has several housing options to fit diverse needs.</li> <li>○ Goal 4.3 Provide new housing at different price points</li> </ul> <ul style="list-style-type: none"> <li>• In addition to housing goals, the proposed development meets economic goals of the city by providing additional property tax revenue compared to the existing use of the site. Refer to the Tax Projections attachment.</li> <li>• The creation of a separate parcel for a privately owned, publicly accessible park provides additional recreational opportunities, which is supported by the Comprehensive Plan.</li> </ul>
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*Summary of Public Outreach*

In an effort to improve community engagement and transparency surrounding new, large developments within Des Plaines, the City provided numerous opportunities for residents to review the proposal and provide input. To provide regular project updates, a webpage on the city website was created: [desplaines.org/contourplace](http://desplaines.org/contourplace). On June 6, 2023, the Planning and Zoning Board hosted a public workshop to provide the developer, board, and the public an opportunity to review plans and provide input into the proposed development at this location and the former Contour Saws facility to the north of this property. During the July 25, 2023 PZB meeting, the petitioner provided an updated site plan depicting townhouses instead of multi-family residential buildings. The project webpage was launched prior to the PZB workshop to share details about the proposed projects and includes a public input form to continuously gather community comments. Refer to Public Comment attachment for all public comments.

**PLANNED UNIT DEVELOPMENT (PUD)**

**Request Description:**

*Overview*

The proposed development includes eight 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.” Pursuant to Section 12-7-1.A, not more than one principal building or structure can be located on a zoning lot, except in certain cases. In this circumstance, a planned development, as 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” (Section 12-13-3).

The purpose of a PUD is to promote a unified development by providing flexibility in development standards to accommodate site conditions and encourage innovative use of land. Certain characteristics are required by 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.

<b>Preliminary PUD Plat Review</b>	
<i>Item</i>	<i>Analysis (based on Proposal)</i>
A maximum choice in the types of environments available to the public by allowing a development that would not be possible under the strict application of the other sections of this title	Allows for construction of a development on an irregularly shaped parcel and provides an additional housing option with increased density and multiple principal buildings that is not permitted without a PUD in the Zoning Ordinance.
Permanent preservation of common open space and recreation areas and facilities	Creates a publicly accessible, private park where none exist currently. Landscaping and open space is provided around and between residential units and the private road as well as along Graceland Avenue, where landscaping was limited or non-existent before.
A pattern of development to preserve natural vegetation, topographic and geologic features	No significant natural vegetation, topographic or geologic features exist on site that would be beneficial to maintain. However, allowing for additional buildings breaks up the site so landscaping can be provided between buildings and sufficient area is available for a park and open space.
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	Reduces curb cuts onto both streets and ties into existing utilities and facilities.  The traffic study provided by the petitioner (refer to attachments) did not indicate any substantial impact to traffic in the area compared to the manufacturing use previously operating in this location for decades.
A land use which promotes the public health, safety, and	Transforms a presently vacant site with dilapidating manufacturing structures to



general welfare	create a use that includes more visual appeal, additional landscaping, and recreational opportunities, and adds additional residential housing stock in a suitable area.
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*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. Because the development will involve rental units with one property management and maintenance entity, a Homeowner’s Association (HOA) is not required at this time; however, a condition of approval states if the development is subdivided into separate, fee-simple townhouse units, an HOA must be established to manage and maintain the proposed PUD.

*PUD Bulk Exceptions*

As identified in the R-3 Bulk Regulations table, the proposal does not meet the minimum front yard size and does not meet the minimum lot area, requiring a PUD exception from Section 12-3-5.C.2 (Perimeter Yards) and Section 12-3-5.C. The exceptions allow for a development that efficiently uses the irregularly shaped parcel in a way that would not be possible under the strict application of the code.

*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. The proposed 50-unit PUD requires a minimum of 100 off-street parking spaces and 13 common guest spaces. The attached PUD Site Plan indicates two covered off-street garage spaces for each unit and guest parking provided by thirteen standard spaces, including one accessible space in an interior parking area of the development.

**TENTATIVE PLAT OF SUBDIVISION**

**Request Description:**

*Overview*

The proposal includes a consolidation of the property from eight lots to two lots. One lot will be 130,406 square feet, proposed to be developed with the townhouses and associated structures. A second lot, 6,182 square feet, is proposed to be a publicly accessible, private park space. The attached Tentative Plat of Subdivision, titled 1217 Thacker Street Consolidation, shows the location and boundaries of each lot.

*Easements*

The Tentative Plat shows both existing and proposed easements. Proposed easements include storm sewer, watermain, sanitary sewer, and a general public utility and drainage easement, depicting both drainage on the site and the proposed underground vault to accommodate stormwater.

### *Subdivision Improvements*

The Department of Public Works and Engineering (PWE) has provided comments (attached) based on the submittal. The memo states the following is required with this subdivision, to be finalized at the final plat of subdivision stage:

1. Grind and re-surface eastbound lane on Thacker Street.
2. Add 8” water main to replace 4” water main along a portion of Graceland Avenue.
3. Add pedestrian crosswalk crossing on Thacker Street including a bump-out, striping, and Rectangular Rapid Flashing Beacons (RRFB).
4. The sole streetlight along Graceland Avenue must be replaced and electrical conduit undergrounded. Petitioner will work with staff and ComEd to coordinate this replacement.

Section 13-3-2 of the Subdivision Ordinance discusses required improvements for subdivided properties and timelines for the improvements. Improvements are approved by the City Council during the final plat of subdivision process and financial guarantees for improvements are included within the resolution.

In addition, Section 13-4-2 of the Subdivision Ordinance discusses dedication of park lands and/or fees in lieu for subdivisions. The publicly accessible, private park will count for a portion of the required park land dedication and any remainder will require a fee in lieu, to be calculated at the time of final plat of subdivision, approved by the Park District, and included with the final approved City Council resolution to subdivide the property.

Note the petitioner’s request is for a Tentative Plat only at this time. The Planning and Zoning Board (PZB) approved the Tentative Plat of Subdivision at the October 24, 2023 meeting and the petitioner will be required to go through the Final Plat of Subdivision next, which will require a public hearing that the PZB and final approval by City Council. The steps for Final Plat are articulated in Sections 13-2-4 through 13-2-8 of the Subdivision Regulations. The Final Plat of Subdivision will occur at a later date and will be a concurrent process with the Final PUD plat. All necessary dedications, fees, and necessary improvements will be outlined in the final subdivision resolution.

**PZB Recommendation and Conditions:** The PZB held a public hearing on October 24, 2023 to consider the requests. Their rationale for recommendations is captured in the excerpt to the approved minutes from the meeting. The PZB voted 6-0 to *recommend approval* of the Zoning Map Amendment, Preliminary Planned Unit Development (PUD). Pursuant to Section 12-3-7.G.1 of the Zoning Ordinance, the City Council has final authority to approve, approve with modifications, or deny the request, which would be approved by Ordinance Z-33-23.

At the October 24, 2023 meeting, the Planning and Zoning Board also voted to *approve* a Tentative Plat of Subdivision request. The petitioner will submit a Final Plat of Subdivision for PZB recommendation and Council approval at a later date.

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

**Conditions of Approval:**

1. In the event the property is sold, and/or a property owner desires to sell separate, fee-simple townhouse units, a Plat of Subdivision will be necessary to create separate lots and a Homeowner’s Association, or similar unified control entity must be established along with any covenants, conditions, and restrictions governing maintenance of common areas.
2. At time of submission for final subdivision and PUD plat, all public improvements must be noted on plans and all engineering comments addressed to the satisfaction of the Director of Public Works and Engineering.
3. At time of submission for final subdivision and PUD Plat, the landscape plan must be revised in the park area closest to Thacker Street between Laurel Avenue and the railroad track. Bushes and a semi-open fence (wrought iron or chain link) should be placed around the north corner of the proposed park to allow visibility for traffic from Thacker Street.
4. At time of final subdivision and PUD Plat, the photometric plan must be revised to include lighting at the entrances of both driveways. Any new lighting must be in conformance with Section 12-12-10 of the Zoning Ordinance.
5. Each townhouse unit shall have separate water and sanitary sewer services.
6. All electrical lines on the property must be installed underground.
7. The Petitioner shall enter into a Subdivision and Development Agreement memorializing its obligations to develop the Development Parcels in full compliance with the City’s Zoning Ordinance, Subdivision Regulations, building codes and regulations, and the conditions set forth in this Ordinance as well as any other entitlements granted by the City.

**Attachments:**

- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: Amenities and Services Map
- Attachment 4: Petitioner’s Narrative and Responses to Standards
- Attachment 5: Plat of Survey
- Attachment 6: Tentative Plat of Subdivision
- Attachment 7: Public Works and Engineering (PWE) Department Memo
- Attachment 8: Traffic Impact Study without Appendices<sup>5</sup>
- Attachment 9: Petitioner’s Property Tax Projections
- Attachment 10: Public Comments
- Attachment 11: Chairman Szabo PZB Recommendation Letter
- Attachment 12: Excerpt of Approved Minutes from the October 24, 2023 PZB Meeting

**Ordinance Z-33-23**

- Exhibit A: Preliminary PUD Plat and Plans, including the PUD Site Plan, Architectural Plans, Landscape Plan, Photometric Plan, and Preliminary Engineering Plans

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<sup>5</sup> Full copy available upon request to the Community and Economic Development department.

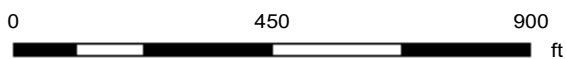


### Legend

Subject Site

#### Zoning

- C-1: Neighborhood Shopping
- C-3: General Commercial
- C-5: Central Business
- M-1: Limited Manufacturing
- M-2: General Manufacturing
- R-1: Single Family Residential
- R-3: Townhouse Residential
- R-4: Central Core Residential



Print Date: 10/18/2023

### 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.



Public Notice Sign 1, facing property southwest



Public Notice Sign 2, facing property north



Front of building, facing parking lot towards Graceland Avenue



Location of Laurel Avenue and proposed driveway and pedestrian crosswalk



Former office of Contour Saws, facing south towards the property



Multifamily residential buildings across from property along Graceland Avenue, facing southwest

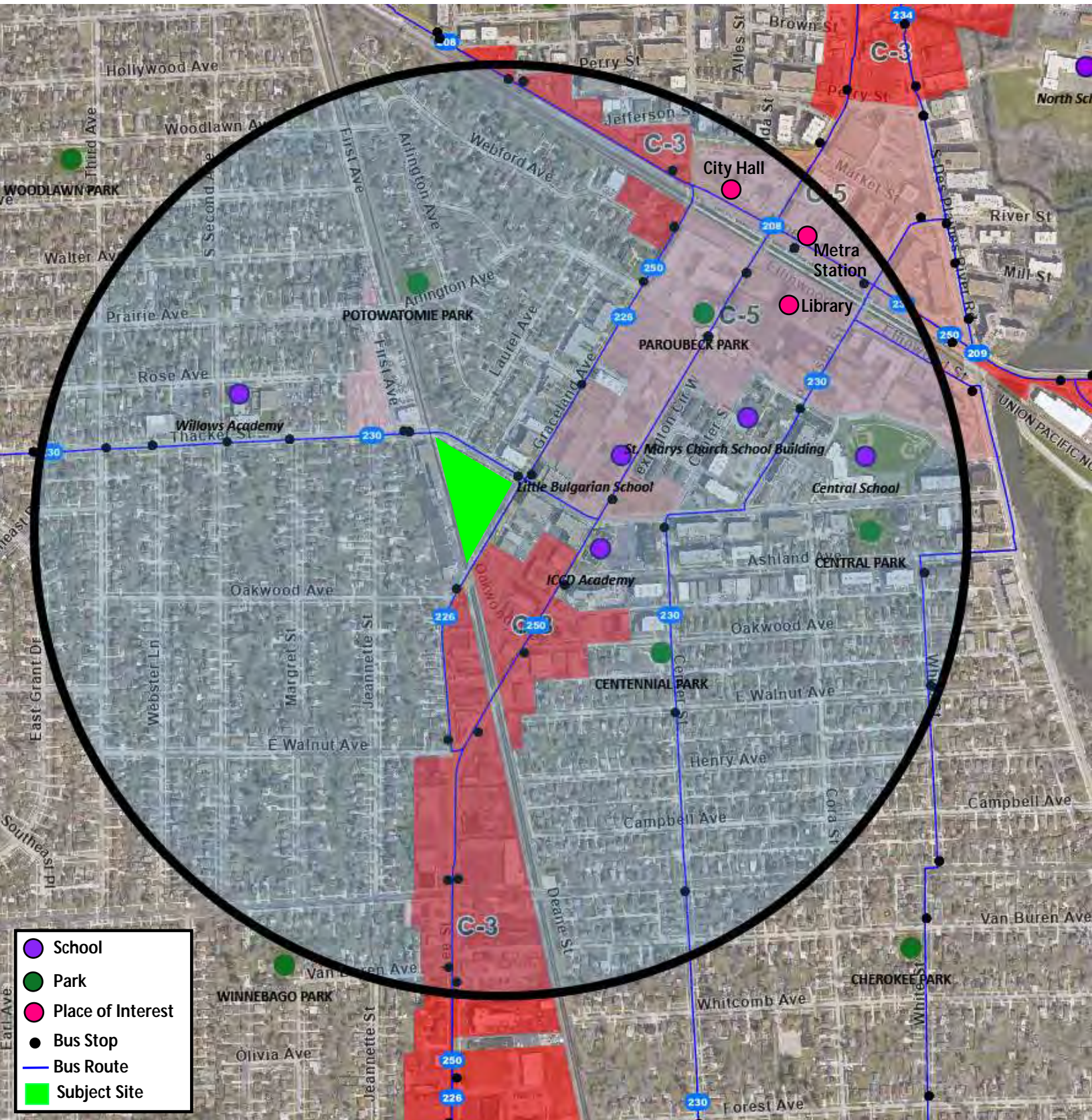


Area of existing building adjacent to railroad track



Multifamily residential buildings across from property along Graceland Avenue, facing south

# Amenities and Services Map within 0.5 Mile of Subject Site





**Graceland and Thacker Development  
1201 E. Thacker, 1217 E. Thacker and 900 Graceland (Site A)**

**NARRATIVE**

The subject property contains approximately 136,588 sq. ft. of land and is improved with a one and two-story industrial building and twenty-six surface parking spaces. The exiting building was used by Contours Saw, Inc.'s for its industrial operations. The property is currently zoned M-2. The Applicant proposes to rezone the site to an R-3 classification with a PUD.

The Applicant for the rezoning proposes to redevelop the property with 50 three-story townhomes distributed in eight separate buildings. The townhomes will consist of thirty-three, three-bedroom units and seventeen, two-bedroom units. Two parking spaces are provided for each townhome and 13 guest parking spaces are included in the plan. The proposed buildings' height will be 34 feet. Vehicular access to the site will be from two driveways, one from Thacker Street that is aligned with Laurel Avenue and one from Graceland Avenue that is approximately 228 feet north of the southern terminus of the site. These two driveways replace five driveways that are currently on site. The façade materials will be primarily face brick, with fiber cement panels used on some sections to visually divide the individual units. Also, the plan includes one privately owned but publicly accessible parks, a 6,170 sq. ft. park on Thacker Street at the western terminus of the site. It also includes approximately 27,376 sq. ft. of common open space for use by the townhome occupants.





## **STANDARDS FOR MAP AMENDMENTS**

1. The proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan, as adopted February 2019.

The proposed rezoning will allow for the construction of multi-family housing near multi-modal facilities and Downtown, as the subject site is approximately five blocks from the Miner St. Metra Station and Downtown. It also will promote the development of multi-family units that would increase the housing diversity and provide housing for individuals and couples, and also aging residents that seek to continue an independent lifestyle while minimizing maintenance and ownership obligations. In addition, the supply of additional housing will assist in decreasing affordability concerns due to increased supply. The proposed townhomes also diversify the City's housing stock by providing a residential type different than the single family homes that are more common and the multi-family buildings that have frequently been developed in more recent times.

2. The proposed amendment is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property.

The subject property is across Graceland and Thacker from R-4 districts that extends north along Graceland and east along Thacker and are generally developed with three, four and five-story multi-family buildings. The western portion of the site's Thacker Street frontage is across from an R-1 district generally developed with single family homes. The proposed R-3 designation represents a middle ground between this R-1 area and the R-4 area in the eastern portion of the Thacker frontage and across and along Graceland.

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

There are sufficient public facilities in terms of utilities to accommodate R-3 development, with required stormwater detention to be provided as part of the development per the Des Plaines Municipal Code. The existing streets can accommodate the anticipated traffic, which traffic may also be reduced due to the proximity of public transportation via Metra, the existing bike corridor along Thacker and the proposed bike corridor along Graceland. In terms of public open space, Central Park is located approximately three blocks east, a publicly accessible open space is included in the plan, and approximately 27,376 sq. ft. of private common open space is provided for townhome occupants.



4. The proposed amendment will not have an adverse effect on the value of properties throughout the jurisdiction.

Because the proposed amendment will allow for development of multi-family residential of a scale compatible with adjacent properties and in a location where sufficient public facilities exist and resulting traffic can be accommodated, it will not have an adverse impact on property values within the City. In addition, the increase in tax base will help alleviate future tax increases on other properties and the increased resident population will support existing area businesses, both of which will positively impact the property value of other properties.

5. The proposed amendment reflects responsible standards for development and growth.

The proposed amendment is consistent with responsible standard for development and growth by promoting increase density at a location where it can be accommodated that is proximate to public transit and non-vehicular travel paths, such as bike corridors. It increases the utilization of existing municipal infrastructure without taxing such infrastructure and does so while enhancing the municipal tax base.



## STANDARDS FOR PLANNED UNIT DEVELOPMENTS

1. The extent to which the proposed plan is or is not consistent with the state purpose of the planned unit development regulation set forth in subsection A of this section;
  - a. A maximum choice in the type 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;

The proposed PUD allows for the construction of a townhome development on an irregularly shaped parcel. The townhomes are to be in eight separate buildings. As the property is a single zoning lot, Section 12-7-1.A would prohibit the construction of separate buildings on that single zoning lot and effectively would prohibit a cohesive townhome development layout that provides an attractive street frontage, consolidates open space and limits driveways from the public streets.

- b. Permanent preservation of common open space and recreation areas and facilities;

Private open space is proposed along the southwestern portion of the property totaling approximately 27,376 sq. ft. This open space will be preserved via the restrictions of the PUD. In addition, privately owned but publicly accessible open space is proposed at the western terminus of the site. This open space will be preserved by the restrictions of the PUD and also through easements provided in connection with a companion subdivision.

- c. A pattern of development to preserve natural vegetation, topographic and geologic features;

The property is wholly improved and contains no natural vegetation, topographic or geologic features.



- d. A creative approach to the use of land and related physical facilities that results in a better development and design and the construction of aesthetic amenities;

The proposed plan provides an esthetically pleasing street frontage lined with residential units, that as divided into separate buildings breaks-up the massing and shields vehicular circulation areas from the public realm. It also allows for open space to be consolidated in a more private area along the southwestern portion of the property. In addition, the proposed plan by being a unified whole as allowed only under the PUD provisions, limits the number of curb cuts onto the public streets minimizing pedestrian – vehicular conflict points along the public sidewalks.

- e. An efficient use of the land resulting in more economic networks of utilities, streets and other facilities; and

By allowing for one cohesive development, the PUD as proposed limits the number of connection points to existing public water and sewer infrastructure and also limits the number of curb cuts onto the bordering public streets. This is more efficient than having to have separate connection points and separate curb cuts to serve multiple individual zoning lots.

- f. A land use which promotes the public health, safety, and general welfare.

By allowing for a cohesive plan that limits pedestrian vehicular conflicts in the public realm, provides an attractive street frontage lined with residential buildings that are separated to divide their massing and consolidating private and publicly accessible open space all in general conformance with the R-3 regulations, the proposed land use and plan promotes the public health, safety and general welfare.

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

The property is under single ownership by Contour Saws and is intended to remain in single ownership by the Applicant for the PUD. It contains 3.14 acres, exceeding the 2 acre minimum for PUDs in the R-3.



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;

As a townhouse development, the proposed development is consistent with the R-3 Townhouse Residential District's purpose and regulations. Townhomes are a permitted use. At a 34 foot height the proposed townhomes are well below the 45 ft. height limit. On the 136,588 sq. ft. site, reduced to 130,418 due to the inclusion in the plan of a 6,170 sq. ft. publicly accessible open space, the R-3 minimum lot area of 2,800 sq. ft. would permit 47 townhomes. Fifty townhomes are proposed. The increase in density is minor, representing a mere 6.38 % increase in density. Given the nature of the property's location, including the availability of nearby transit and proximity to downtown, this minor increase in density is consistent with the public interest. The required 10 foot corner side yard along Thacker and the required 25 foot rear yard are provided. As required, two parking spaces per unit and 13 guest parking spaces are provided. The only requirement that is not met is the required 25 foot front yard along Graceland, where the plan indicates a 16 foot setback near the Thacker corner and 13 foot setback for the balance of that frontage. This setback reduction is required to efficiently accommodate the structures and features of the proposed development on what is an irregularly shaped triangular parcel. Given the overall developments compliance with the R-3 regulations, its design that is compatible with the other residential improvements in the area, the broader setback near the corner with Thacker and the irregular shape of the property, it is in the public interest to allow such a departure from this standard.

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

The proposed physical design makes adequate provisions for public services including adequate space for the location of utilities and provides a configuration of driveways that allows for access by emergency vehicles. Vehicular traffic is controlled by providing only two access points from the public streets with the one on Thacker aligned with Laurel Avenue and the one on Graceland being sufficiently separated from the railroad right-of-way. Common open space, both private and publicly accessible is provide for, is protected by its location and preserved through the PUD and subdivision process. Light and air is protected by the separation of buildings and their height, which is lesser than otherwise



allowed. The alignment of attractively designed townhomes along the public street enhances visual enjoyment from the public realm.

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

The site is effectively an island bordered by public streets and a railroad right-of-way. The neighborhood to the north and east of the site is generally residential with a mix of multi-family along Graceland and single-family along the western portion of Thacker across from the site. A moderate density townhome development as proposed is beneficial to this neighborhood. It replaces an industrial use that can be considered discordant with the immediate neighborhood. The development provides additional residential development near downtown and transit and that can support area retail and commercial establishments while further diversifying the City's housing stock.

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; and

The proposed plan reflects a cohesive and attractive development that is consistent with its environment and replaces a vacant industrial facility that is less so. It reduces the number of curb cuts from five to two, thereby reducing the points of potential vehicular pedestrian conflict along the public sidewalk. It provides both private and publicly accessible open space. It will increase the tax base generating more tax revenue that is currently attributed to the site. By resulting in a compatible residential development that diversifies the City's housing stock and provides additional residents located on a parcel that is near downtown and transit thereby supporting the downtown commercial and retail uses without unduly increasing traffic, the proposed PUD furthers the well-being of the entire community.

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

Important goals of the Comprehensive Plan are to diversify the City's housing stock and allow residents to age-in-place and improve housing affordability compared to detached single family homes. It also seeks to strengthen downtown and the commercial uses therein and provide greater density near transit and recreational amenities. The proposed development supports these



## ACOSTA EZGUR, LLC

1030 West Chicago Avenue, Third Floor ■ Chicago, Illinois 60642 ■ 312-327-3350 o ■ 312-327-3315 f

goals by providing a moderate density development that represents a middle ground between the nearby multi-family and single-family areas. The site is within walking distance to downtown and the METRA station. It is near four schools and four parks. It also is near the City library and City Hall. While the Comprehensive Plan denotes the site for Industrial use, the site has remained vacant for a number of years notwithstanding its industrial classification. In addition, such industrial designation appears to be the result of the site's use at the time of the Comprehensive Plan's adoption as opposed to being reflective of the surrounding residential uses. The proposed townhome development is more consistent with such surrounding residential uses than a possible new industrial use.

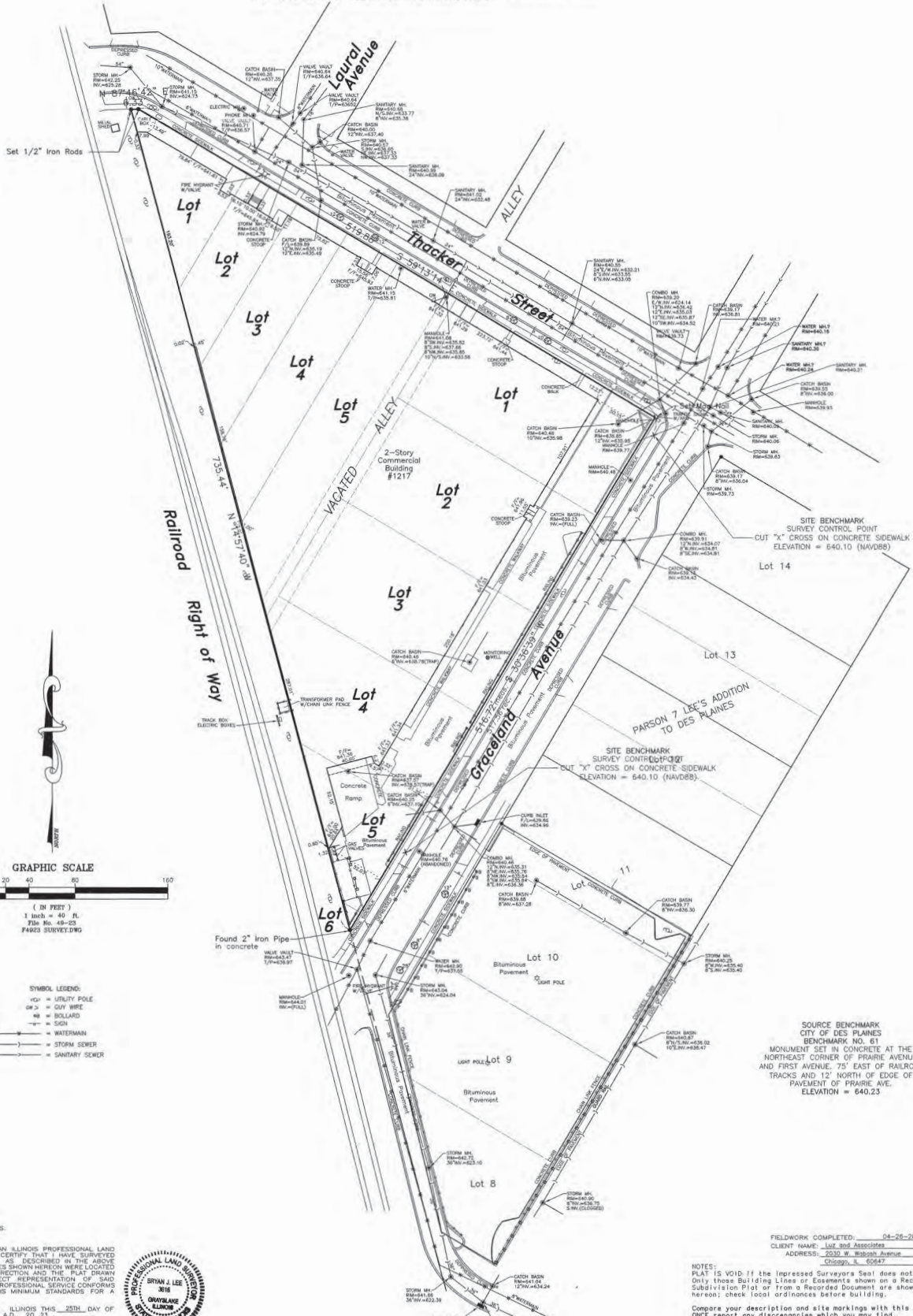
# PLAT OF SURVEY

OF

THAT PART OF LOTS 1 THROUGH 5 (ALL INCLUSIVE) IN BLOCK 9 IN DES PLAINES MANOR TRACT 1, BEING A SUBDIVISION IN SECTIONS 17 AND 20 IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911, TOGETHER WITH THAT PART OF LOTS 1 THROUGH 6 IN BLOCK 5 IN PARSON AND LEE'S ADDITION TO THE TOWN OF DES PLAINES, BEING A SUBDIVISION OF LOTS 72 TO 74, (BOTH INCLUSIVE) AND 174 TO 177, (BOTH INCLUSIVE), IN THE TOWN OF DES PLAINES AND PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AT THE NORTHEASTERLY MOST CORNER OF SAID LOT 1 IN BLOCK 6 IN PARSON AND LEE'S ADDITION TO THE TOWN OF DES PLAINES; SAID POINT ALSO KNOWN AS THE INTERSECTION OF THE WESTERLY LINE OF GRACELAND AVENUE AND THE SOUTHERLY LINE OF THACKER STREET (ALSO KNOWN AS DEMPSTER AVENUE); THENCE SOUTH 30 DEGREES 38 MINUTES 48 SECONDS WEST ALONG THE WESTERLY LINE OF AFORESAID GRACELAND AVENUE (ALSO KNOWN AS THE EASTERLY LINE OF BLOCK 6 AFORESAID), A DISTANCE OF 517.56 FEET TO A POINT; SAID BEING ON THE NORTHERLY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAUTE STE. MARIE RAILROAD (FORMERLY THE WISCONSIN CENTRAL RAILROAD); THENCE NORTH 14 DEGREES 53 MINUTES 22 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 735.44 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AFORESAID THACKER STREET; THENCE NORTH 87 DEGREES 36 MINUTES 07 SECONDS EAST ALONG THE SOUTHERLY LINE OF AFORESAID THACKER STREET, A DISTANCE OF 6.96 FEET TO A POINT; THENCE SOUTH 59 DEGREES 15 MINUTES 41 SECONDS EAST, ALONG THE AFORESAID SOUTHEASTERLY LINE OF THACKER STREET (ALSO KNOWN AS THE EASTERLY LINE OF SAID BLOCK 9), A DISTANCE OF 519.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:  
1217 THACKER STREET, DES PLAINES, IL  
PARCEL AREA = 136,588 S.F.  
(3.13 ACRES)

PINS: 09-20-105-016  
09-20-105-017  
09-20-105-020  
09-20-105-021  
09-20-105-022  
09-20-105-023  
09-20-105-024  
09-20-105-045  
09-20-203-006



Set 1/2" Iron Rods



GRAPHIC SCALE



( IN FEET )  
1 inch = 40 ft.  
File No. 49-23  
PARTIAL SURVEYING

SYMBOL LEGEND:

- UP = UTILITY POLE
- SP = GUY WIRE
- OB = BOLLARD
- = SIGN
- = WATERMAN
- = STORM SEWER
- = SANITARY SEWER

STATE OF ILLINOIS  
COUNTY OF LAKE S.S.

BRYAN J. LEE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND STAKED THE LAND AS DESCRIBED IN THE ABOVE CAPTION. ANY STRUCTURES SHOWN HEREON WERE LOCATED BY ME OR UNDER MY DIRECTION AND DRAWN HEREON AS A CORRECT REPRESENTATION OF SAID SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED AT GRAYSLAKE, ILLINOIS THIS 25TH DAY OF MAY, A.D. 20 21

ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3816  
MY LICENSE NUMBER IS 311-302-24  
PROFESSIONAL DESIGN FIRM NO. 184-022732



FIELDWORK COMPLETED: 04-28-2023

CLIENT NAME: LEE & ASSOCIATES  
ADDRESS: 2030 W. ROBSON AVENUE  
CHICAGO, IL 60647

NOTES:  
PLAT IS VOID IF THE IMPRESSED SURVEYOR'S SEAL DOES NOT APPEAR.  
Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.

Compare your description and site markings with this plat AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.  
PROFESSIONAL LAND SURVEYORS  
1015 N. CORPORATE CIRCLE, SUITE C  
GRAYSLAKE, ILLINOIS 60030  
PHONE: 847-228-1100 FAX: 847-228-0890



# 1217 THACKER STREET CONSOLIDATION OF

THE PREMISES COMMONLY KNOWN AS:  
1217 THACKER STREET, DES PLAINES, IL  
PARCEL AREA = 136,588 S.F.  
(3.13 ACRES)

PINS: 09-20-105-016  
09-20-105-017  
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09-20-105-022  
09-20-105-023  
09-20-105-024  
09-20-105-045  
09-20-203-006

THAT PART OF LOTS 1 THROUGH 5 (ALL INCLUSIVE) IN BLOCK 9 IN DES PLAINES MANOR TRACT 1, BEING A SUBDIVISION IN SECTIONS 17 AND 20 IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911, TOGETHER WITH THAT PART OF LOTS 1 THROUGH 6 IN BLOCK 6 IN PARSON AND LEE'S ADDITION TO THE TOWN OF DES PLAINES, BEING A SUBDIVISION OF LOTS 72 TO 74, (BOTH INCLUSIVE) AND 174 TO 177, (BOTH INCLUSIVE), IN THE TOWN OF DES PLAINES AND PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AT THE NORTHEASTERLY MOST CORNER OF SAID LOT 1 IN BLOCK 6 IN PARSON AND LEE'S ADDITION TO THE TOWN OF DES PLAINES; SAID POINT ALSO KNOWN AS THE INTERSECTION OF THE WESTERLY LINE OF GRACELAND AVENUE AND THE SOUTHERLY LINE OF THACKER STREET (ALSO KNOWN AS DEMPSTER AVENUE); THENCE SOUTH 30 DEGREES 38 MINUTES 48 SECONDS WEST ALONG THE WESTERLY LINE OF AFORESAID GRACELAND AVENUE (ALSO KNOWN AS THE EASTERLY LINE OF BLOCK 6 AFORESAID, A DISTANCE OF 517.56 FEET TO A POINT; SAID BEING ON THE NORTHERLY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAUTE STE. MARIE RAILROAD (FORMERLY THE WISCONSIN CENTRAL RAILROAD); THENCE NORTH 14 DEGREES 53 MINUTES 22 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 735.44 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AFORESAID THACKER STREET; THENCE NORTH 87 DEGREES 36 MINUTES 07 SECONDS EAST ALONG THE SOUTHERLY LINE OF AFORESAID THACKER STREET, A DISTANCE OF 6.86 FEET TO A POINT; THENCE SOUTH 59 DEGREES 15 MINUTES 41 SECONDS EAST, ALONG THE AFORESAID SOUTHEASTERLY LINE OF THACKER STREET (ALSO KNOWN AS THE EASTERLY LINE OF SAID BLOCK 9), A DISTANCE OF 519.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

OWNER'S CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF COOK ) S.S.

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

DATED AT \_\_\_\_\_ A.D. 20\_\_\_\_, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
TITLE TITLE

NOTARY'S CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF COOK ) S.S.

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT \_\_\_\_\_ AS \_\_\_\_\_ OF \_\_\_\_\_ WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

NOTARY PUBLIC  
COMMISSION EXPIRES \_\_\_\_\_

MAYOR'S CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF COOK ) S.S.

APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

MAYOR ATTEST: \_\_\_\_\_  
CITY CLERK

PLANNING AND ZONING BOARD CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF COOK ) S.S.

APPROVED BY THE PLANNING AND ZONING BOARD OF THE CITY OF DES PLAINES, ILLINOIS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

CHAIRMAN \_\_\_\_\_

DIRECTOR OF FINANCE CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF COOK ) S.S.

I CERTIFY THAT THERE ARE NO DELINQUENT OR CURRENT UNPAID SPECIAL ASSESSMENTS ON THE PROPERTY SHOWN ON THE PLAT.  
DATE: \_\_\_\_\_

DIRECTOR OF FINANCE \_\_\_\_\_

DIRECTOR OF PUBLIC WORKS AND ENGINEERING CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF COOK ) S.S.

APPROVED BY THE DIRECTOR OF PUBLIC WORKS & ENGINEERING OF THE CITY OF DES PLAINES, ILLINOIS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

DIRECTOR OF PUBLIC WORKS AND ENGINEERING \_\_\_\_\_

SURVEYORS CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF LAKE ) S.S.

I, \_\_\_\_\_, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND THAT I HAVE CONSOLIDATED THE SAME INTO 1 LOT AS SHOWN ON THE HEREON DRAWN PLAT. THIS PLAT CORRECTLY REPRESENTS SAID SURVEYS AND SUBDIVISION IN EVERY DETAIL. MONUMENTS SHOWN ARE IN PLACE AS LOCATED. ALL SET LOT CORNERS ARE MARKED WITH 1/2" IRON ROD. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

ILLINOIS PROFESSIONAL LAND SURVEYOR  
MY LICENSE EXPIRES 11-30-24  
PROFESSIONAL DESIGN FIRM NO. 184-002732

DRAINAGE CERTIFICATE  
STATE OF ILLINOIS )  
COUNTY OF COOK ) S.S.

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR, IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE OWNER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

OWNER \_\_\_\_\_  
REGISTERED PROFESSIONAL ENGINEER \_\_\_\_\_

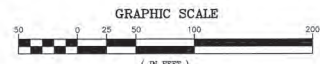
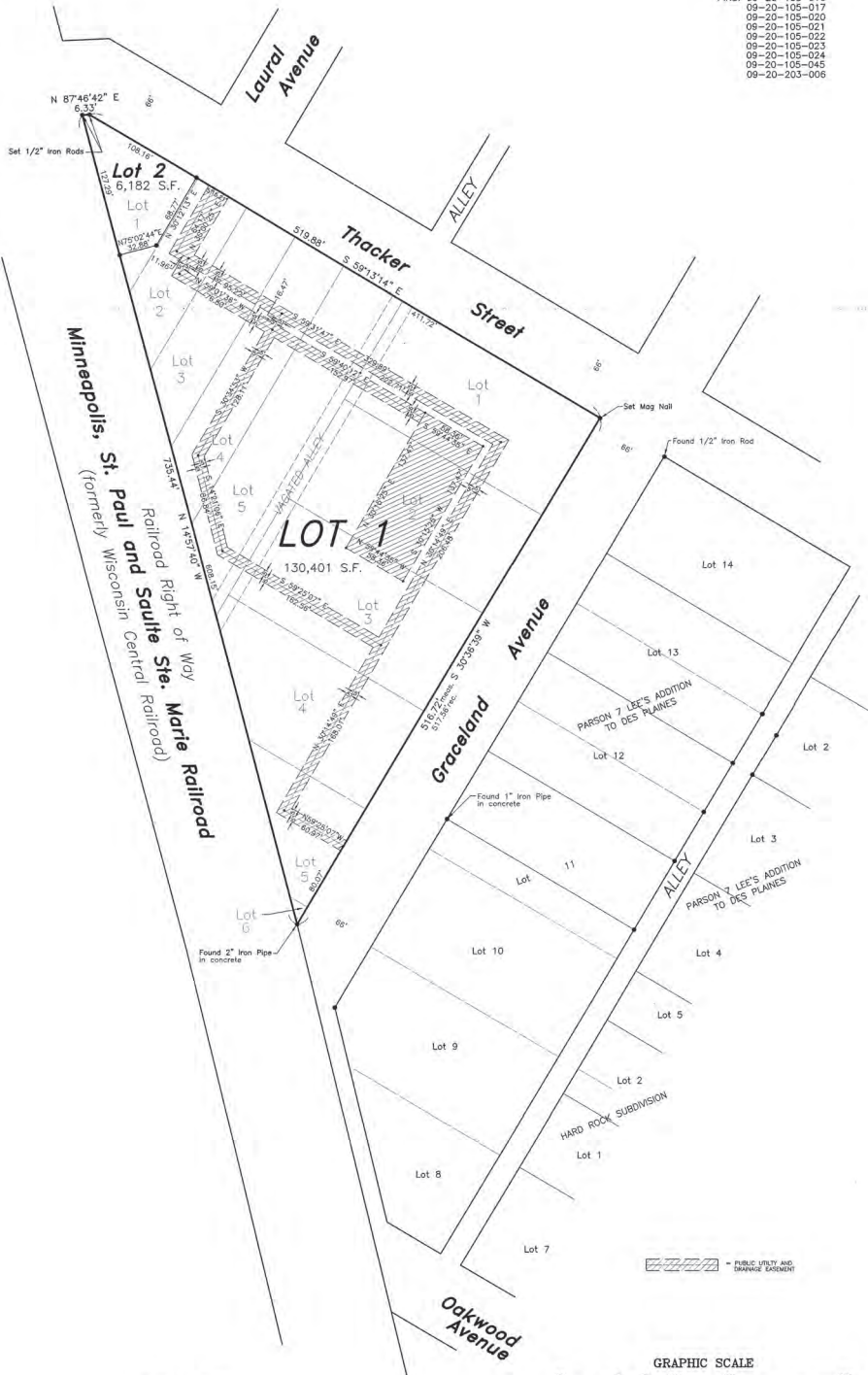
SURVEYOR'S AUTHORIZATION TO RECORD  
STATE OF ILLINOIS )  
COUNTY OF LAKE ) S.S.

I, \_\_\_\_\_, A ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3616, DO HEREBY GRANT TO \_\_\_\_\_ DO HEREBY GRANT PERMISSION TO \_\_\_\_\_ TO RECORD THIS PLAT AND PROVIDE THIS SURVEYOR A RECORDED COPY OF THE SAME.  
DATED AT GRAYSLAKE, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3616

IN ACCORDANCE WITH PUBLIC ACT 86-1238, THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY:

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_



( IN FEET )  
1 inch = 50 ft.  
File No. 49-23  
F4923 CONSOLIDATION DWG

### EASEMENT FOR PUBLIC UTILITIES

A PERMANENT AND PERPETUAL EASEMENT IS HEREBY GRANTED TO THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS (CITY), ITS SUCCESSORS AND ASSIGNS, TO SURVEY, CONSTRUCT, RECONSTRUCT, USE, OPERATE, MAINTAIN, TEST, INSPECT, REPAIR, REPLACE, ALTER, REMOVE OR ABANDON IN PLACE WATER, SANITARY SEWER AND STORM SEWER MAINS TOGETHER WITH RELATED ATTACHMENTS, EQUIPMENT AND APPURTENANCES THEREON, IN, UPON, UNDER, ALONG AND ACROSS THE AREAS DESIGNATED "EASEMENT FOR PUBLIC UTILITIES" ON THIS SUBDIVISION PLAT. THE OWNERS OF THE PROPERTY SUBDIVIDED ON THIS PLAT OR ANY PART THEREOF HEREBY RESERVE THE RIGHT TO USE THE AREAS DESIGNATED "EASEMENT FOR PUBLIC UTILITIES" AND THE ADJACENT PROPERTY IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF THE RIGHTS HEREBY GRANTED; PROVIDED, HOWEVER, THAT THE OWNERS SHALL NOT IN ANY MANNER DISTURB, DAMAGE, DESTROY, INJURE, OBSTRUCT OR PERMIT TO BE OBSTRUCTED THE "EASEMENT FOR PUBLIC UTILITIES" AT ANY TIME WHATSOEVER WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE CITY. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

NO.	DATE	DESCRIPTION	BY

FIELDWORK COMPLETED: 08-26-2023  
CLIENT NAME: Lee & Associates  
ADDRESS: 2030 W. Wabash Avenue  
CHICAGO, IL 60647

NOTES:  
PLAT IS VOID IF THE IMPRESSED SURVEYOR'S SEAL DOES NOT APPEAR.  
Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon, check local ordinances before building.  
Compare your description and site markings with this plat AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.  
PROFESSIONAL LAND SURVEYORS  
1015 N. CORPORATE CIRCLE, SUITE C  
GRAYSLAKE, ILLINOIS 60030  
PHONE: 847-384-4444 FAX: 847-384-0980



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

Date: October 19, 2023  
To: Samantha Redman, Senior Planner  
From: Timothy P. Oakley, P.E., CFM, Director of Public Works, and Engineering  
Cc: John La Berg, P.E., CFM, Civil Engineer  
Subject: 900 Graceland Ave and 1217 Thacker St Subdivision and Associated Townhouse Development

---

Public Works and Engineering has reviewed the subject final engineering plans and is satisfied with them for zoning approval subject to the conditions below:

**Required Conditions**

- IEPA, MWRD, and IDOT permits are required prior to issuance of permits for construction and may be necessary for other stages of the project.
- Each townhome unit shall have separate water and sanitary sewer services.
- Hydrants and valves are to be added to the water main loop through the property.
- All electrical lines on the property must be installed underground.

## **Required Public Improvements**

Below are required public improvements for this project. Section 13-3-2.L of the Des Plaines Subdivision Ordinance describes ROW improvements adjacent to a property that the City is able to require with the subdivision process.

- Eastbound lane of Thacker Street must be grinded and resurfaced.
- Graceland is an IDOT route, and IDOT will determine the pavement replacement.
- Public sidewalk adjacent to the site found to be in unsafe condition or damaged by construction shall be replaced. City of Des Plaines shall make final determination near the completion of construction activities.
- Add pedestrian crosswalk crossing Thacker Street to Laurel Avenue., including a bump-out, crosswalk striping, signage including Rectangular Rapid Flashing Beacons (RRFB).
- Add 8” ductile iron water main to replace 4” water main in Graceland only from the railroad tracks to your proposed connection (approximately 100 feet). This improvement will not require crossing Graceland Ave. with the water main.
- Lone streetlight on Graceland Ave. must be replaced and service undergrounded. Staff suggests moving it south to light up the driveway entrance onto Graceland Ave. Petitioner may work with staff and ComEd to coordinate this replacement.

TPO/jl

# Traffic Impact Study Proposed Residential Development

Des Plaines, Illinois



Prepared For:

Luz and Associates #1 LLC



September 28, 2023

# 1. Introduction

This report summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed residential development to be located at 900 Graceland Avenue in Des Plaines, Illinois. The site, which is currently occupied by Contour Saws Inc., will be redeveloped to provide approximately 50 townhomes. Each townhome will have two garage parking spaces and 13 guest parking spaces will be provided on site. The access will be provided off Graceland Avenue and Thacker Street.

The purpose of this study was to examine background traffic conditions, assess the impact that the proposed development will have on traffic conditions in the area, and determine if any roadway or access improvements are necessary to accommodate traffic generated by the proposed development. **Figure 1** shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site.

The sections of this report present the following:

- Existing roadway conditions
- A description of the proposed development
- Directional distribution of the development traffic
- Vehicle trip generation for the development
- Future traffic conditions including access to the development
- Traffic analyses for the weekday morning and evening peak hours
- Recommendations with respect to adequacy of the site access and adjacent roadway system
- Evaluation of the adequacy of the parking supply

Traffic capacity analyses were conducted for the weekday morning and evening peak hours for the following conditions:

1. Existing Conditions - Analyzes the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area.
2. Projected Conditions – Analyzes the capacity of the future roadway system using the traffic volumes that include the existing traffic volumes increased by an ambient growth factor and the traffic estimated to be generated by the proposed development.



Figure 1

Site Location



Aerial View of Site

Figure 2

## 2. Existing Conditions

The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices, and existing peak hour traffic volumes.

### Site Location

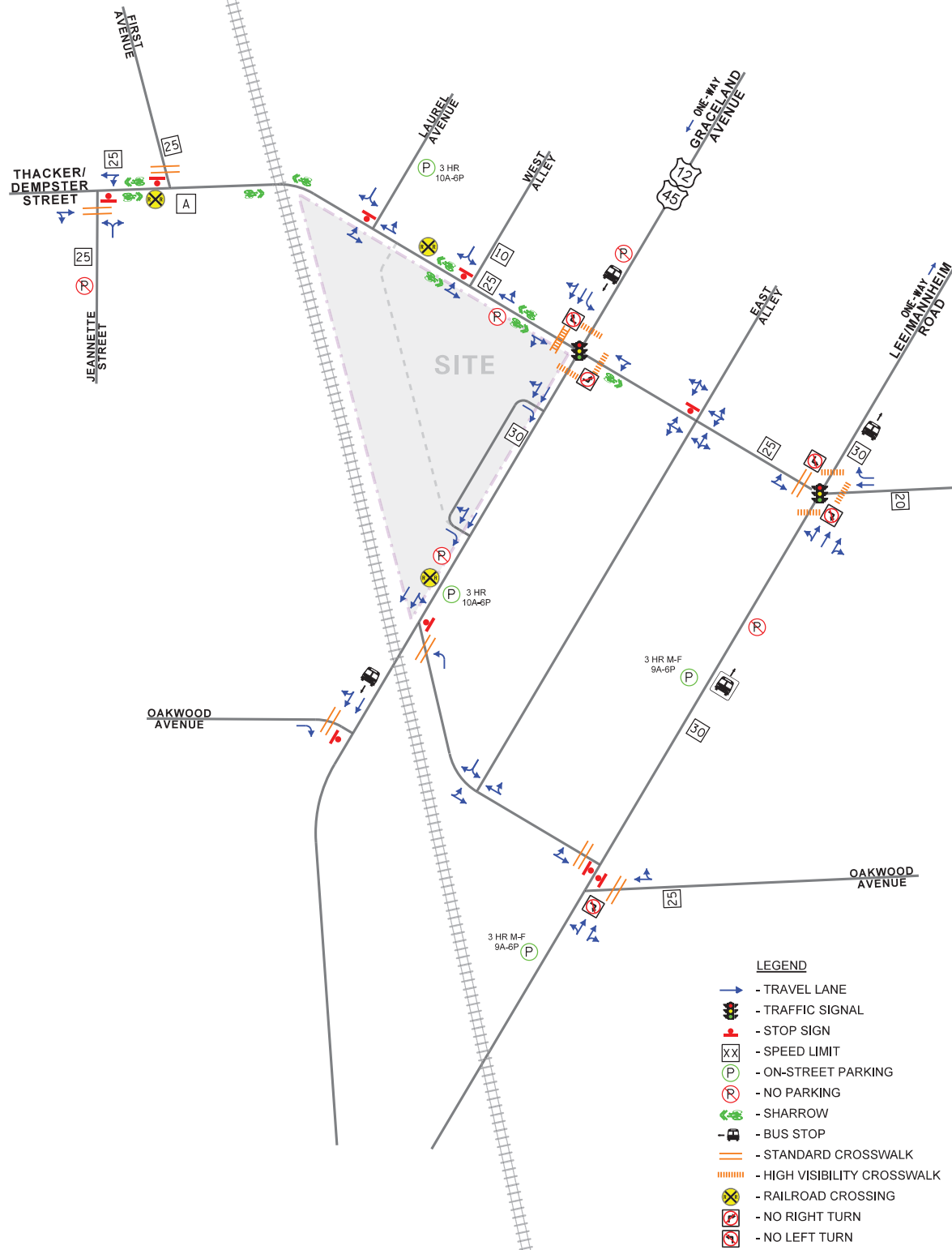
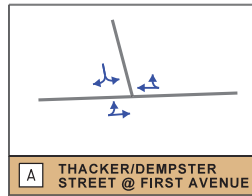
The site, which is currently occupied by Contour Saws Inc., is bounded by Thacker Street to the north, Union Pacific Metra Railroad to the west, and Graceland Avenue to the east. Land uses in the vicinity of the site are primarily residential with commercial land uses along Lee Road.

### Existing Roadway System Characteristics

The characteristics of the existing roadways near the proposed development are described below and illustrated in **Figure 3**.

*Thacker Street* is generally an east-west major collector roadway that provides one travel lane in each direction in the vicinity of the site. At its signalized intersection with Lee Road, Thacker Street provides a shared left-turn/through lane on the eastbound approach and a through lane and an exclusive right-turn lane on the westbound approach. High visibility crosswalks are provided on the east, north, and south legs of this intersection and a standard style crosswalk is provided on the west leg. Pedestrian signals are provided on all four legs of this intersection. At its signalized intersection with Graceland Avenue, Thacker Road provides a shared through/right-turn lane on the eastbound approach and a shared left-turn/through lane on the westbound approach. High visibility crosswalks and pedestrian signals are provided on all four legs of this intersection. At its unsignalized intersections with Jeannette Street, First Avenue, Laurel Avenue, and the two alleys, Thacker Street does not provide any exclusive turn lanes. Thacker Street is under the jurisdiction of the City of Des Plaines, carries an Annual Average Daily Traffic (AADT) volume of approximately 8,900 vehicles (IDOT 2022), and has a posted speed limit of 25 miles per hour.





- LEGEND**
- TRAVEL LANE
  - TRAFFIC SIGNAL
  - STOP SIGN
  - SPEED LIMIT
  - ON-STREET PARKING
  - NO PARKING
  - SHARROW
  - BUS STOP
  - STANDARD CROSSWALK
  - HIGH VISIBILITY CROSSWALK
  - RAILROAD CROSSING
  - NO RIGHT TURN
  - NO LEFT TURN

PROPOSED RESIDENTIAL DEVELOPMENT  
DES PLAINES, ILLINOIS

EXISTING ROADWAY CHARACTERISTICS

*Graceland Avenue (U.S. 45)* is a northeast-southwest, other principal arterial roadway that is one way in the southbound direction in the vicinity of the site providing two travel lanes. At its signalized intersection with Thacker Street, Graceland Avenue provides an exclusive left-turn lane, a through lane, and a shared through/right-turn lane on the southbound approach. At its unsignalized north intersection with Oakwood Avenue, Graceland Avenue provides a through lane and a shared left-turn/through lane on the southbound approach. At its unsignalized south intersection with Oakwood Avenue, Graceland Avenue provides a through lane and a shared through/right turn lane on the southbound approach. Graceland Avenue is under the jurisdiction of the Illinois Department of Transportation (IDOT), carries an AADT volume of approximately 17,000 vehicles (IDOT 2021), is not classified as a Strategic Regional Arterial (SRA), and has a posted speed limit of 30 miles per hour.

*Lee Road* is a northeast-southwest, other principal arterial roadway that is one way in the northbound direction in the vicinity of the site providing two travel lanes. At its signalized intersection with Thacker Street, Lee Road provides a shared left-turn/through lane, a through lane, and a shared through/right-turn lane on the northbound approach. At its unsignalized intersection with Oakwood Avenue, Lee Road provides a shared left-turn/through lane and a shared through/right-turn lane on the northbound approach. Lee Road is under the jurisdiction of IDOT, carries an AADT volume of 5,600 vehicles (IDOT 2021), is not classified as an SRA, and has a posted speed limit of 30 miles per hour.

*Oakwood Avenue* is an east-west, local roadway that extends from 3<sup>rd</sup> Avenue to its terminus at River Road providing one travel lane in each direction. At its unsignalized north “T” intersection with Graceland Avenue, Oakwood Avenue provides a left-turn lane on the westbound approach. A standard style crosswalk is provided on the east leg of this intersection. At its unsignalized south “T” intersection with Graceland Avenue, Oakwood Avenue provides a right-turn lane on the eastbound approach. A standard style crosswalk is provided on the west leg of this intersection. At its unsignalized intersections with the alley and Lee Street, Oakwood Avenue provides a shared left-turn/through lane on the eastbound approach and a shared through/right-turn lane on the westbound approach. Standard style crosswalks are provided on the east and west legs of the intersection of Oakwood Avenue with Lee Road. Oakwood Avenue is under the jurisdiction of the city of Des Plaines and has a posted speed limit of 25 miles per hour.

*Jeannette Street* is a north-south local roadway that serves residential houses in the vicinity of the site. Jeannette Street extends south from Thacker Street to its terminus at Algonquin Road providing one travel lane in each direction. At its unsignalized “T” intersection with Thacker Street, Jeannette Street provides a shared left-turn/right-turn lane on the northbound approach. A standard style crosswalk is provided on the south leg of this intersection. Jeannette Street is under the jurisdiction of the City of Des Plaines and has a posted speed limit of 25 miles per hour.

*First Avenue* is a north-south local roadway that provides one travel lane in each direction. At its unsignalized “T” intersection with Thacker Street, First Avenue provides a shared left-turn/right-turn lane on the southbound approach. A standard style crosswalk is provided on the north leg of this intersection. First Avenue is under the jurisdiction of the City of Des Plaines and has a posted speed limit of 25 miles per hour.

*Laurel Avenue* is a north-south local roadway that provides one lane in each direction. At its unsignalized “T” intersection with Thacker Street, Laurel Avenue provides a shared left-turn/right-turn lane on the southbound approach. Laurel Avenue is under the jurisdiction of the City of Des Plaines.

*The east alley* is a north-south local roadway that provides one lane in each direction. At its unsignalized intersection with Thacker Street, the alley provides a shared left-turn/through/right-turn lane on both approaches. At its unsignalized “T” intersection with Oakwood Avenue, the alley provides a shared left-turn/right-turn lane on the southbound approach.

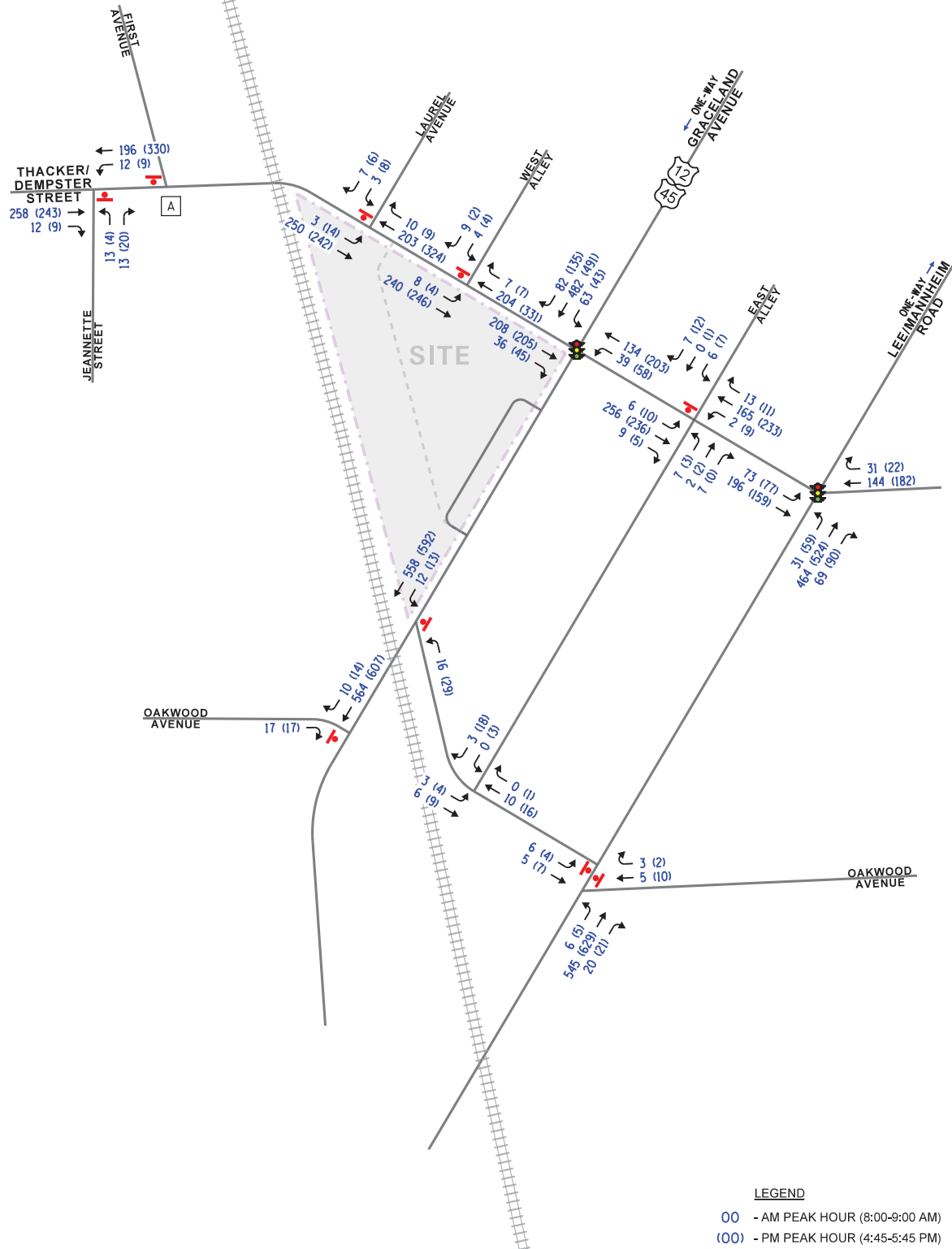
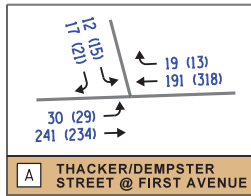
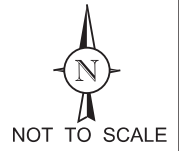
## Existing Traffic Volumes

In order to determine current traffic conditions within the study area, KLOA, Inc conducted traffic counts using Miovision Video Scout Collection Units on Tuesday, April 11, 2023 and on Thursday, April 27, 2023 during the weekday morning (7:00 to 9:00 A.M.) and weekday evening (4:00 to 6:00 P.M.) peak periods at the following intersections:

- Thacker Street with Lee Road
- Thacker Street with Graceland Avenue
- Thacker Street with Laurel Avenue
- Thacker Street with First Avenue
- Thacker Street with Jeannette Street
- Thacker Street with the east alley
- Thacker Street with the west alley
- Oakwood Avenue with Lee Road
- Oakwood Avenue with the east alley
- Oakwood Avenue with Graceland Avenue

Based on the turning movement count data, it was determined that the weekday morning peak hour of traffic generally occurs between 8:00 A.M. and 9:00 A.M. and the weekday evening peak hour of traffic generally occurs between 4:45 P.M. and 5:45 P.M.

**Figure 4** illustrates the Year 2023 existing traffic volumes.



PROPOSED RESIDENTIAL DEVELOPMENT  
DES PLAINES, ILLINOIS

EXISTING TRAFFIC VOLUMES



## Train Observations

The Union Pacific Metra North-West crosses Graceland Avenue and Thacker Street in the vicinity of the site. Based on the Illinois Commerce Commission (ICC) data, the tracks carry an average of 22 daily passenger trains only. Furthermore and based on the Metra schedule, the Des Plaines Metra station is served by 69 trains (34 inbound, 35 outbound) on weekdays, 31 trains on Saturdays, and 19 trains on Sundays operating between 5:00 A.M. and 1:00 A.M. Monday through Friday. Field observations conducted during the peak hours for the crossings of Graceland Avenue and Thacker Street indicated the following:

### *Graceland Avenue Crossing*

- During the weekday morning peak hour, three Metra train events were observed. The gates were down for approximately 35 seconds on average. The southbound approach queue at the railroad crossing did not extend back to Thacker Street with a maximum queue of approximately 12 vehicles.
- During the weekday evening peak hour, four Metra train events were observed. The gates were down for approximately 51 seconds on average. The southbound approach queue at the railroad crossing did not extend to Thacker Street with a maximum queue of approximately 12 vehicles.

### *Thacker Street Crossing*

- During the weekday morning peak hour, the queues did not extend past Laurel Avenue.
- During the weekday evening peak hour, the queues extended past Laurel Avenue for approximately 45 seconds and cleared within 30 seconds after the gate was opened.

## Crash Data Summary

KLOA, Inc. obtained crash data<sup>1</sup> for the past five years (2018 to 2022) for the intersections of Thacker Street with Lee Road, Thacker Street with Graceland Avenue, Graceland Avenue with Oakwood Avenue, Lee Road with Oakwood Avenue, Thacker Street with Jeannette Street, and Thacker Street with Laurel Avenue. A review of the crash data indicated that no crashes were reported at the intersection of Thacker Street with Laurel Avenue. It should be noted that no fatalities were reported at any studied intersection between 2018 and 2022. **Tables 1** through **5** summarize the crash data for these intersections.

<sup>1</sup> IDOT DISCLAIMER: The motor vehicle crash data referenced herein was provided by the Illinois Department of Transportation. The author is responsible for any data analyses and conclusions drawn.

Table 1  
THACKER STREET WITH GRACELAND AVENUE - CRASH SUMMARY

Year	Type of Crash Frequency						
	Angle	Object	Rear End	Sideswipe	Turning	Other	Total
2018	1	0	0	0	1	0	2
2019	3	0	1	1	1	0	6
2020	1	0	1	0	0	0	2
2021	0	0	0	0	0	0	0
2022	1	0	0	0	1	0	2
<b>Total</b>	<b>6</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>12</b>
<b>Average/Year</b>	<b>1.2</b>	<b>--</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>--</b>	<b>2.4</b>

Table 2  
THACKER STREET WITH LEE ROAD - CRASH SUMMARY

Year	Type of Crash Frequency						
	Angle	Object	Rear End	Sideswipe	Turning	Other	Total
2018	1	0	1	0	5	0	7
2019	1	0	1	0	5	0	7
2020	0	0	0	0	6	0	6
2021	0	0	0	0	2	0	2
2022	0	0	0	1	3	0	4
<b>Total</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>21</b>	<b>0</b>	<b>26</b>
<b>Average/Year</b>	<b>&lt;1.0</b>	<b>--</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>4.2</b>	<b>--</b>	<b>5.2</b>

Table 3  
GRACELAND AVENUE WITH OAKWOOD AVENUE - CRASH SUMMARY

Year	Type of Crash Frequency						
	Angle	Object	Rear End	Sideswipe	Turning	Other	Total
2018	0	0	0	0	1	0	1
2019	0	0	1	0	0	0	1
2020	0	0	0	0	0	0	0
2021	0	0	0	0	0	0	0
2022	0	0	0	0	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>2</b>
<b>Average/Year</b>	--	--	<1.0	--	<1.0	--	<1.0

Table 4  
LEE ROAD WITH OAKWOOD AVENUE – CRASH SUMMARY

Year	Type of Crash Frequency						
	Angle	Object	Rear End	Sideswipe	Turning	Other	Total
2018	1	0	0	0	0	0	1
2019	0	0	0	0	2	0	2
2020	2	0	0	0	1	0	3
2021	0	0	0	0	0	0	0
2022	0	0	0	0	1	0	1
<b>Total</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>7</b>
<b>Average/Year</b>	<1.0	--	--	--	<1.0	--	1.4

Table 5

## THACKER STREET WITH JEANNETTE STREET – CRASH SUMMARY

Year	Type of Crash Frequency						
	Angle	Object	Rear End	Sideswipe	Turning	Other	Total
2018	0	0	0	0	0	0	0
2019	0	0	0	0	0	0	0
2020	0	0	0	0	0	0	0
2021	0	0	0	0	0	0	0
2022	1	1	0	0	0	0	2
<b>Total</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>Average/Year</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>&lt;1.0</b>



### 3. Traffic Characteristics of the Proposed Development

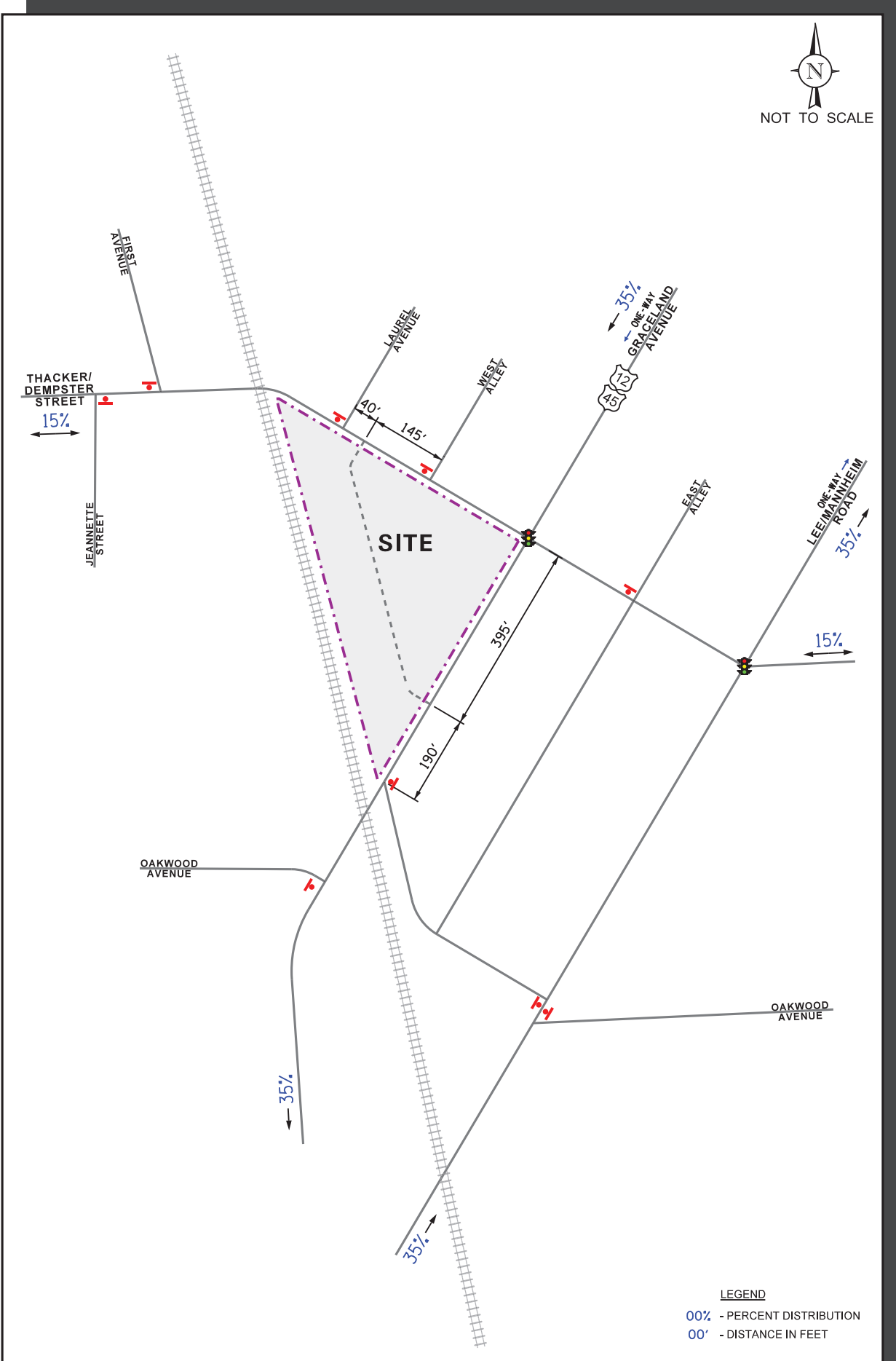
In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed development, including the directional distribution and volumes of traffic that it will generate.

#### Proposed Site and Development Plan

The site, which is currently occupied by Contour Saws Inc., will be redeveloped to provide 50 townhomes. Each townhome will provide two garages and 13 guest parking will be provided on site. Access to the development will be provided via a full-movement access drive off Thacker Street located approximately 40 feet east of Laurel Avenue and a right-in/right-out access drive off Graceland Avenue located approximately 395 feet south of Thacker Street. Both access drives provide one inbound lane and one outbound lane with outbound movements under stop sign control. A copy of the preliminary site plan depicting the proposed development is included in the Appendix.

#### Directional Distribution

The directions from which residents and visitors of the development will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts. **Figure 5** illustrates the directional distribution of the traffic to be generated by the proposed development.



**LEGEND**  
 00% - PERCENT DISTRIBUTION  
 00' - DISTANCE IN FEET

PROPOSED RESIDENTIAL  
 DEVELOPMENT  
 DES PLAINES, ILLINOIS

DIRECTIONAL DISTRIBUTION

## Development Traffic Generation

The vehicle trip generation for the overall development was calculated using data published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11<sup>th</sup> Edition. The “Multifamily Housing” (ITE Land-Use Code 220) rate was used for the proposed residential units.

It should be noted that due to the location of the site within close proximity of the Des Plaines Metra Station, census data for the area indicates that five percent of the estimated trips to be generated by the proposed development will be via the public transportation, two percent will walk, and one percent will bike. However, in order to provide a conservative analysis, no reductions were applied.

**Table 6** shows the estimated vehicle trip generation for the weekday morning and weekday evening peak hours as well as daily traffic. Copies of the ITE trip generation worksheets are included in the Appendix.

Table 6  
SITE GENERATED TRIP ESTIMATES

ITE Land-Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Weekday Daily Trips		
		In	Out	Total	In	Out	Total	In	Out	Total
220	Multifamily Housing (Low-Rise) 50 units	9	28	37	25	15	40	198	198	396

## Trip Generation Comparison

It should be noted that the site is currently occupied by an approximately 107,000 square-foot manufacturing building and parking lot. **Table 7** indicates the trips estimated to be generated by the existing manufacturing site and the trips estimated to be generated by the proposed residential development and the future development of the supplemental parking serving the manufacturing building which is located on the northwest corner of the intersection of Oakwood Avenue with Graceland Avenue (as discussed later in the report). A comparison between the future development’s generated trips and the manufacturing site shows that the trips estimated to be generated by the existing manufacturing site are approximately 50 percent higher during the weekday morning peak hour and 45 percent higher during the weekday evening peak hour.

Table 7  
TRIP COMPARISION

ITE Land-Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Weekday Daily Trips		
		In	Out	Total	In	Out	Total	In	Out	Total
220	Multifamily Housing (Low-Rise) <sup>1</sup> 50 units	9	28	37	25	15	40	198	198	396
140	Manufacturing (~107,000 s.f.)	57	18	75	23	53	76	303	303	606
	<i>Difference</i>	-48	+10	-38	+2	-38	-36	-105	-105	-210

1 – Sum of both sites

## 4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed subject development.

### Development Traffic Assignment

The estimated peak hour traffic volumes that will be generated by the proposed development were assigned to the roadway system in accordance with the previously described directional distribution. **Figure 6** illustrates the assignment of the vehicle traffic volumes to be generated by the proposed development.

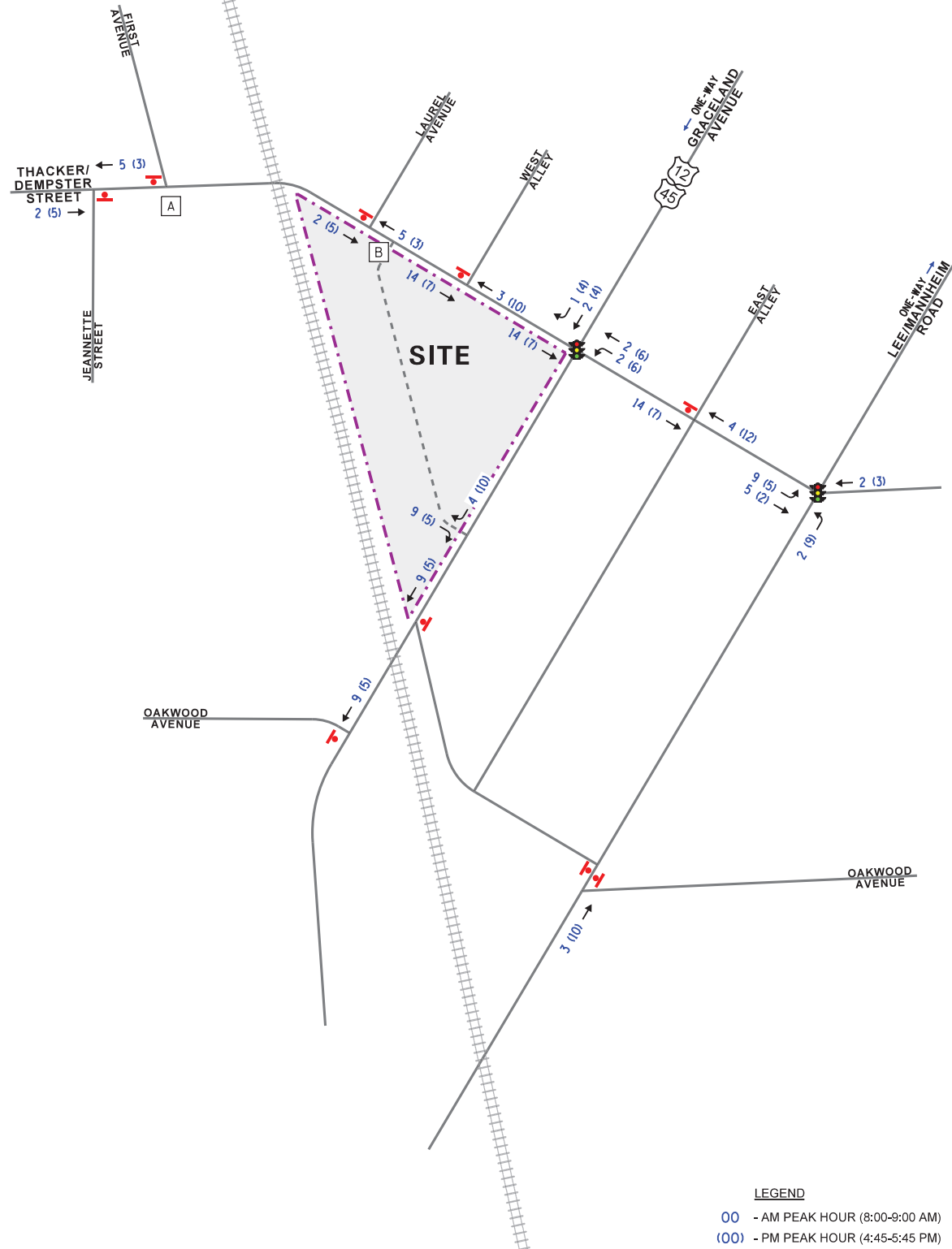
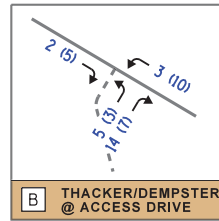
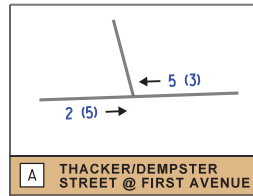
### Background (No-Build) Traffic Conditions

The existing traffic volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). Based on 2050 Average Daily Traffic (ADT) projections provided by the Chicago Metropolitan Agency for Planning (CMAP), the existing traffic volumes were increased by an annually compounded growth rate for six years (one-year buildout plus five years) totaling three percent to represent Year 2029 total projected conditions. Additionally, the Year 2029 no-build traffic volumes include the traffic estimated to be generated by the following other area developments:

- The trips generated by the Little Bulgaria Center located at 832 Lee Street were estimated and assigned to the roadway system. It should be noted that the pick-up and drop-off activities will take place off the east alley.
- It is our understanding that 96 units of the Welkin Apartments located at 1425 Ellinwood Street are unoccupied. The estimated trip to the vacant units were estimated and assigned to the roadway system.
- Trips estimated to be generated by a proposed residential development with 56 apartment units to be located at the northeast corner of the intersection of Oakwood Avenue with Graceland Avenue which is currently utilized as a parking lot for Contour Saws Inc.

### Total Projected Traffic Volumes

The total projected traffic volumes include the Year 2029 no-build traffic volumes and the traffic estimated to be generated by the proposed development (Figure 6). **Figure 7** shows the Year 2029 total projected traffic volumes.

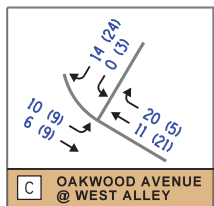
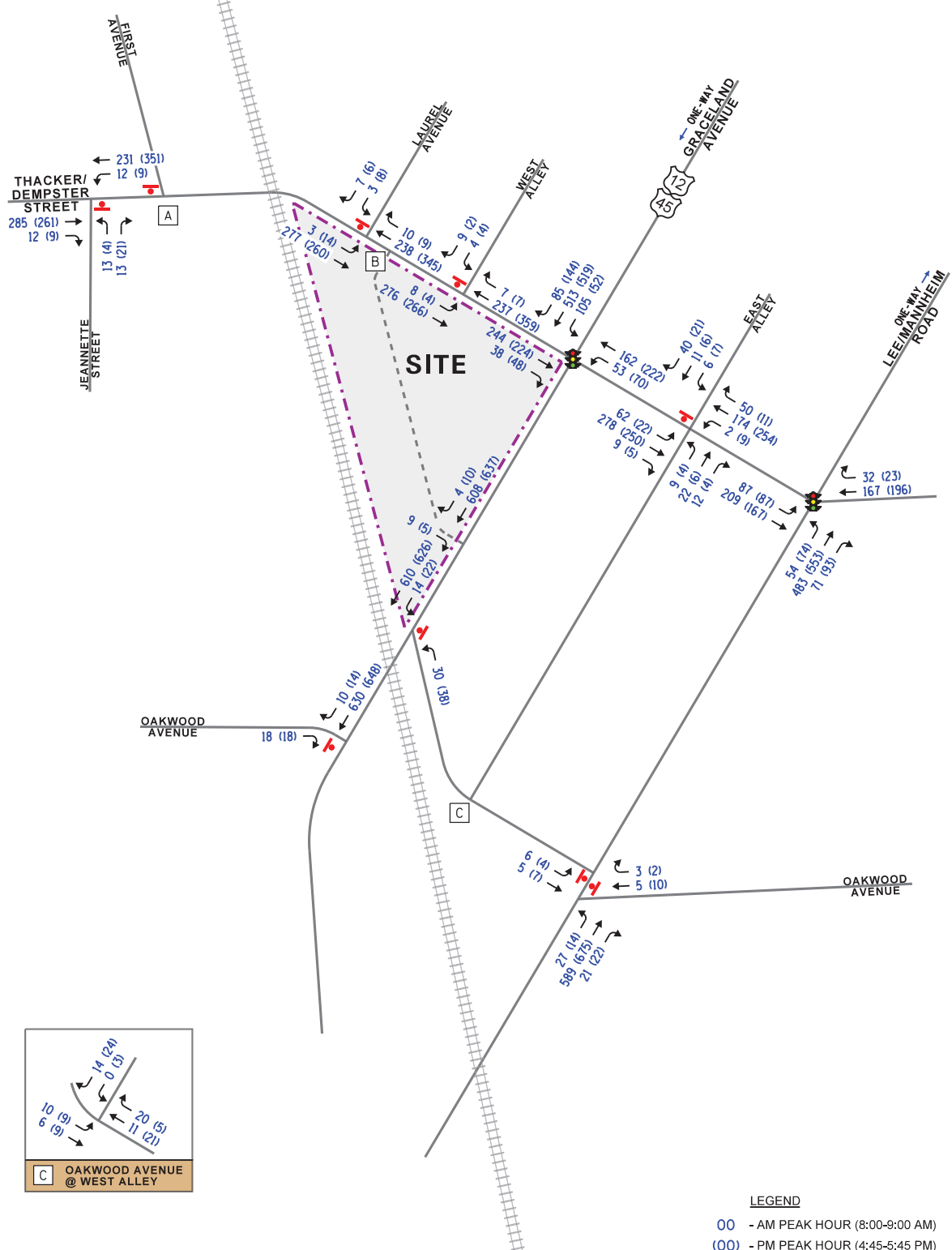
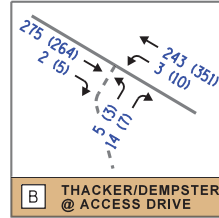
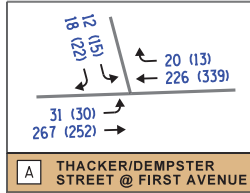


PROPOSED RESIDENTIAL DEVELOPMENT  
DES PLAINES, ILLINOIS

SITE-GENERATED TRAFFIC VOLUMES



Job No: 23-101 Figure: 6



**LEGEND**

- 00 - AM PEAK HOUR (8:00-9:00 AM)
- (000) - PM PEAK HOUR (4:45-5:45 PM)

PROPOSED RESIDENTIAL DEVELOPMENT  
DES PLAINES, ILLINOIS

YEAR 2029 TOTAL TRAFFIC VOLUMES



## 5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning and evening peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modifications are required.

### Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning and evening peak hours for the existing and future projected (Year 2029) traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6<sup>th</sup> Edition and analyzed using Synchro/SimTraffic 11 software. The analysis for the traffic-signal controlled intersection was accomplished using actual cycle lengths and phasings to determine the average overall vehicle delay and levels of service.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the existing and Year 2029 total projected conditions are presented in **Tables 8** through **11**. A discussion of the intersections follows. Summary sheets for the capacity analyses are included in the Appendix.



Table 8

CAPACITY ANALYSIS RESULTS – THACKER STREET WITH GRACELAND AVENUE – SIGNALIZED

Conditions	Peak Hour	Eastbound		Westbound		Southbound		Overall
		T/R	L/T	L	T/R			
Existing Conditions	Weekday Morning	E – 59.1	D – 47.8	A	A	A – 6.4	6.5	C 25.7
				6.3	6.5			
	Weekday Evening	E – 59.0	E – 55.4	A	A	A – 6.7	6.7	C 28.5
				6.6	6.7			
Projected Conditions	Weekday Morning	E – 58.4	D – 46.8	A	A	A – 7.6	7.6	C 26.5
				7.3	7.6			
	Weekday Evening	E – 58.6	E – 56.7	A	A	A – 7.4	7.4	C 29.5
				7.1	7.4			

Letter denotes Level of Service L – Left Turn R – Right Turn  
 Delay is measured in seconds. T – Through

Table 9  
 CAPACITY ANALYSIS RESULTS – THACKER STREET WITH LEE ROAD – SIGNALIZED

Conditions	Peak Hour	Eastbound		Westbound		Northbound		Overall
		L/T	T	R	L/T/R			
Existing Conditions	Weekday Morning	C – 34.9	E 57.5	A 4.9	A – 9.6	C 22.9		
			D – 48.2					
	Weekday Evening	C – 34.9	E 56.7	A 0.7	A – 9.5	C 22.5		
			D – 50.7					
Projected Conditions	Weekday Morning	C – 34.0	E 57.8	A 4.9	B – 11.4	C 24.3		
			D – 49.3					
	Weekday Evening	C – 34.9	E 56.6	A 0.9	B – 10.9	C 23.4		
			D – 50.8					

Letter denotes Level of Service L – Left Turn R – Right Turn  
 Delay is measured in seconds. T – Through

Table 10

## CAPACITY ANALYSIS RESULTS – EXISTING CONDITIONS - UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
<b>Graceland Avenue with Oakwood Avenue (North Intersection)<sup>1</sup></b>				
• Westbound Approach	B	11.0	B	11.0
<b>Graceland Avenue with Oakwood Avenue (South Intersection)<sup>1</sup></b>				
• Eastbound Approach	B	10.4	B	11.0
<b>Lee Street with Oakwood Avenue<sup>1</sup></b>				
• Eastbound Approach	B	12.8	B	14.2
• Westbound Approach	B	12.2	B	14.7
<b>Thacker Street with Laurel Avenue<sup>1</sup></b>				
• Southbound Approach	B	10.2	B	12.3
• Eastbound Left Turn	A	7.7	A	8.1
<b>Thacker Street with First Avenue<sup>1</sup></b>				
• Southbound Approach	B	11.2	B	12.3
• Eastbound Left Turn	A	7.8	A	8.2
<b>Jeannette Street with Thacker Street<sup>1</sup></b>				
• Northbound Approach	B	11.3	B	10.5
• Westbound Left Turn	A	8.0	A	7.8
<b>Thacker Street with Alley (West Alley)<sup>1</sup></b>				
• Southbound Approach	B	10.3	B	12.6
• Eastbound Left Turn	A	7.7	A	8.1
<b>Thacker Street with Alley (East Alley)<sup>1</sup></b>				
• Northbound Approach	B	11.5	B	14.0
• Southbound Approach	B	10.9	B	11.6
• Eastbound Left Turn	A	7.6	A	7.8
• Westbound Left Turn	A	7.8	A	7.8
<b>Oakwood Avenue with Alley<sup>1</sup></b>				
• Southbound Approach	A	8.4	A	8.5
• Eastbound Left Turn	A	7.2	A	7.2
LOS = Level of Service Delay is measured in seconds.		1- Two-Way Stop Control.		

Table 11

## CAPACITY ANALYSIS RESULTS –PROJECTED CONDITIONS – UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
<b>Graceland Avenue with Oakwood Avenue (North Intersection)<sup>1</sup></b>				
• Westbound Approach	B	11.5	B	11.4
<b>Graceland Avenue with Oakwood Avenue (South Intersection)<sup>1</sup></b>				
• Eastbound Approach	B	10.7	B	11.2
<b>Lee Street with Oakwood Avenue<sup>1</sup></b>				
• Eastbound Approach	B	13.8	C	15.1
• Westbound Approach	B	13.0	C	15.7
<b>Thacker Street with Laurel Avenue<sup>1</sup></b>				
• Southbound Approach	B	10.5	B	12.7
• Eastbound Left Turn	A	7.8	A	8.2
<b>Thacker Street with First Avenue<sup>1</sup></b>				
• Southbound Approach	B	11.6	B	12.7
• Eastbound Left Turn	A	7.8	A	8.2
<b>Jeannette Street with Thacker Street<sup>1</sup></b>				
• Northbound Approach	B	11.8	B	10.7
• Westbound Left Turn	A	8.0	A	7.8
<b>Thacker Street with Alley (West Alley)<sup>1</sup></b>				
• Southbound Approach	B	10.7	B	13.2
• Eastbound Left-Turn	A	7.8	A	8.1
<b>Thacker Street with Alley (East Alley)<sup>1</sup></b>				
• Northbound Approach	C	15.3	B	13.8
• Southbound Approach	B	11.9	B	12.3
• Eastbound Left Turn	A	7.8	A	7.9
• Westbound Left Turn	A	7.9	A	7.8
<b>Oakwood Avenue with Alley<sup>1</sup></b>				
• Southbound Approach	A	8.5	A	8.6
• Eastbound Left Turn	A	7.3	A	7.3
<b>Graceland Avenue with Proposed Access Drive<sup>1</sup></b>				
• Eastbound Approach	B	10.4	B	10.5
<b>Thacker Street with Proposed Access Drive<sup>1</sup></b>				
• Northbound Approach	B	10.6	B	11.0
• Westbound Left Turn	A	7.8	A	7.8
LOS = Level of Service Delay is measured in seconds.		1- Two-Way Stop Control.		

## Discussion and Recommendations

The following summarizes how the intersections are projected to operate and identifies any roadway and traffic control improvements necessary to accommodate the development traffic.

### *Thacker Street with Graceland Avenue*

The results of the capacity analysis indicate that overall this intersection currently operates at Level of Service (LOS) C during the weekday morning and weekday evening peak hours. The eastbound approach currently operates at LOS E during both peak hours and the westbound approach operates at LOS D during the weekday morning peak hour and LOS E during the weekday evening peak hour. Additionally, the southbound approach operates at LOS A during both peak hours.

Under Year 2029 total projected conditions, overall this intersection is projected to continue operating at LOS C during the weekday morning and weekday evening peak hours with increases in delay of approximately one second or less. All the approaches are projected to continue operating at the same existing levels of service during the peak hours with increases in delay of less than three seconds. The maximum 95<sup>th</sup> percentile queue for the eastbound through movement is projected to be approximately 295 feet during the weekday evening peak hour and will extend to the west alley but based on the field observations and the traffic simulation, the queue will clear the intersection during each green phase. The maximum 95<sup>th</sup> percentile queue for the westbound through movement is projected to be approximately 280 feet during the weekday evening peak hour and will extend to the east alley but based on the field observations and the traffic simulation, the queue will clear the intersection during each green phase. As such, this intersection has adequate reserve capacity to accommodate the traffic estimated to be generated by the proposed development and no roadway improvements and/or traffic control modifications are required.

### *Thacker Street with Lee Road*

The results of the capacity analysis indicate that overall this intersection currently operates at LOS C during the weekday morning and weekday evening peak hours. The eastbound approach operates at LOS C during both peak hours and the westbound approach operates at LOS D during both peak hours. Additionally, the northbound approach operates at LOS A during both peak hours.

Under Year 2029 total projected conditions, overall this intersection is projected to continue operating at LOS C during the weekday morning and weekday evening peak hours with increases in delay of less than one second. The eastbound and westbound approaches are projected to operate at the same existing levels of service during both peak hours with increases in delay of less than two seconds. The northbound approach is projected to operate at LOS B during both peak hours with increases in delay of less than two seconds. The maximum 95<sup>th</sup> percentile queue for the eastbound through movement is projected to be approximately 245 feet during the weekday morning peak hour and will extend to the east alley but based on the field observations and the traffic simulation, the queue will clear the intersection during each green phase. As such, this intersection has adequate reserve capacity to accommodate the traffic estimated to be generated by the proposed development and no roadway improvements and/or traffic control modifications are required.

*Graceland Avenue with Oakwood Avenue (North Intersection)*

The results of the capacity analysis indicate that the westbound approach currently operates at LOS B during the weekday morning and weekday evening peak hours.

Under Year 2029 total projected conditions, the westbound approach is projected to continue operating at LOS B during both peak hours with increases in delay of less than one second. As such, the traffic that will be generated by the proposed development will have a limited impact on the operation of this intersection and no roadway improvements and/or traffic control modifications are required.

*Graceland Avenue with Oakwood Avenue (South Intersection)*

The results of the capacity analysis indicate that the eastbound approach currently operates at LOS B during the weekday morning and weekday evening peak hours.

Under Year 2029 total projected conditions, the eastbound approach is projected to continue operating at LOS B during both peak hours with increases in delay of less than one second. As such, the traffic that will be generated by the proposed development will have a limited impact on the operation of this intersection and no roadway improvements and/or traffic control modifications are required.

*Lee Street with Oakwood Avenue*

The results of the capacity analysis indicate that the eastbound and westbound approaches currently operate at LOS B during the weekday morning and weekday evening peak hours.

Under Year 2029 total projected conditions, the eastbound and westbound approaches are projected to operate at LOS B during the weekday morning peak hour and LOS C during the weekday evening peak hour with increases in delay of approximately one second or less. As such, this intersection has adequate reserve capacity to accommodate the traffic estimated to be generated by the proposed development and no roadway improvements and/or traffic control modifications are required.

*Thacker Street with Laurel Avenue*

The results of the capacity analysis indicate that the southbound approach currently operates at LOS B during the weekday morning and weekday evening peak hours while the eastbound left-turn movement operates at LOS A during both peak hours.

Under Year 2029 total projected conditions, the southbound approach and the eastbound left-turn movement are projected to continue operating at the same existing levels of service during both peak hours with increases in delay of less than one second. As such, the traffic estimated to be generated by the proposed development will have a limited impact on the operation of this intersection and no roadway improvements and/or traffic control modifications are required.

### *Thacker Street with First Avenue*

The results of the capacity analysis indicate that the southbound approach currently operates at LOS B during the weekday morning and weekday evening peak hours while the eastbound left-turn movement operates at LOS A during both peak hours.

Under Year 2029 total projected conditions, the southbound approach and the eastbound left-turn movement are projected to continue operating at the same existing levels of service during both peak hours with increases in delay of less than one second. As such, the traffic estimated to be generated by the proposed development will have a limited impact on the operation of this intersection and no roadway improvements and/or traffic control modifications are required.

### *Thacker Street with Jeannette Street*

The results of the capacity analysis indicate that the northbound approach currently operates at LOS B during the weekday morning and weekday evening peak hours while the westbound left-turn movement operates at LOS A during both peak hours.

Under Year 2029 total projected conditions, the northbound approach and the westbound left-turn movement are projected to continue operating at the same existing levels of service during both peak hours with increases in delay of less than one second. As such, the traffic estimated to be generated by the proposed development will have a limited impact on the operation of this intersection and no roadway improvements and/or traffic control modifications are required.

### *Thacker Street with West Alley*

The results of the capacity analysis indicate that the southbound approach currently operates at LOS B during the weekday morning and weekday evening peak hours and the eastbound left-turn movement operates at LOS A during both peak hours.

Under Year 2029 total projected conditions, the southbound approach and the eastbound left-turn are projected to continue operating at the existing levels of service during both peak hours with increases in delay of less than one second. As such, the traffic estimated to be generated by the proposed development will have a limited impact on the operation of this intersection and no roadway improvements and/or traffic control modifications are required.

### *Thacker Street with East Alley*

The results of the capacity analysis indicate that the northbound and southbound approaches currently operate at LOS B during the weekday morning and weekday evening peak hours. The eastbound and westbound left-turn movements currently operates at LOS A during both peak hours.

Under Year 2029 total projected conditions, the northbound approach is projected to operate at LOS C during the weekday morning peak hour and LOS B during the weekday evening peak hour with increases in delay of less than four seconds. The southbound approach is projected to continue operating at LOS B during both peak hours with increases in delay of less than two seconds. The eastbound and westbound left-turn movements are projected to continue operating at LOS A during both peak hours with increases in delay of less than one second. As such, this intersection has adequate reserve capacity to accommodate the traffic estimated to be generated by the proposed development and no roadway improvements and/or traffic control modifications are required.

#### *Oakwood Avenue with East Alley*

The results of the capacity analysis indicate that the southbound approach and the eastbound left-turn movement currently operate at LOS A during the weekday morning and weekday evening peak hour.

Under Year 2029 total projected conditions, the southbound approach and the eastbound left-turn movement are projected to continue operating at LOS A during both peak hours with increases in delay of less than one second. As such, the trips estimated to be generated by the proposed development will have a limited impact on the operation of this intersection and no roadway improvements and/or traffic control modifications are required.

#### *Graceland Avenue with Proposed Access Drive*

The proposed right-in/right-out access drive off Graceland Avenue will provide one inbound lane and one outbound lane with the outbound movements under stop sign control.

Under Year 2029 total projected conditions, the eastbound approach is projected to operate at LOS B during both peak hours. As such, this intersection will be adequate to accommodate the traffic estimated to be generated by the proposed development and will ensure efficient access to the site.

#### *Thacker Street with Proposed Access Drive*

The proposed full movement access drive off Thacker Street provides one inbound lane and one outbound lane with the outbound movements under stop sign control.

Under Year 2029 total projected conditions, the northbound approach is projected to operate at LOS B during the weekday morning and weekday evening peak hours while the westbound left-turn movement is projected to operate at LOS A during both peak hours. As such, this intersection will be adequate to accommodate the traffic estimated to be generated by the proposed development and will ensure efficient access to the site.



## Parking Evaluation

As previously indicated, the proposed development will have approximately 50 townhomes including 33 three-bedroom units and 17 two-bedroom units. Each townhome will provide two garages and 13 guest parking spaces will be provided within the site. In order to determine the projected parking demand of the proposed development, the parking demand was estimated based on the City of Des Plaines Code of Ordinances and parking rates published in the Institute of Transportation Engineers' (ITE) *Parking Generation Manual*, 5<sup>th</sup> Edition. Based on the two methodologies, the parking demand for the proposed development is as follows:

### *Parking Requirements of Proposed Development per City Code*

- Multifamily Housing (133 bedrooms)
  - 1.5 parking spaces per two-bedroom unit
  - 2.25 parking spaces per three-bedroom unit
  - One guest parking space is required per 4 townhomes

Based on the above and the requirements of the City of Des Plaines, this translates into 113 parking spaces. It is also important to note that this ratio does not take into account the proximity of the site to the Metra train station.

### *ITE Parking Generation Manual*

- Residential Use (Multifamily Housing Low-Rise – Land Use Code 221)
  - 1.21 parking spaces per unit
  - 0.75 parking space per bedroom

Based on the above and the rates published in the ITE *Parking Generation Manual*, that translates into approximately 100 parking spaces which results in a surplus of 13 parking spaces. Therefore, the proposed parking supply meets ITE's requirements of 100 parking spaces.

## 6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- The volume of traffic projected to be generated by the proposed development will be reduced due to the proximity of the development to the Des Plaines Metra train station.
- The results of the capacity analysis indicate that the proposed development traffic will not have a significant impact on the area roadways.
- Access to the development will be provided via a full-movement access drive off Thacker Street Located approximately 40 feet east of Laurel Avenue and a right-in/right-out access drive off Graceland Avenue located approximately 395 feet south of Thacker Street. Both access drives will provide one inbound lane and one outbound lane with outbound movements under stop sign control.
- The proposed access drives will be adequate in accommodating the traffic projected to be generated by the proposed development and will ensure that a flexible access system is provided.
- The proposed parking supply of 113 spaces will meet the City of Des Plaines and ITE requirements.



### **REAL PROPERTY TAX BASE IMPACT**

The 2021 real property taxes for the property were \$173,333. The anticipated real property taxes for the property after completion and occupancy of the proposed development will be \$350,000 (2023 dollars).

The taxes were estimated using recent tax bills for owner-occupied townhomes in Des Plaines as no solely for-rent townhome developments were found. To recent sales were found; 783 Lee Street valued at \$455,249 and 8221 Lincoln valued at \$453,000. The taxes for these units were \$9,841 and \$9,826 respectively, or approximately 2.2% of value. Using the estimated construction permit basis for each of the proposed townhomes of \$300,000 and using a slightly more conservative 2.33% of value tax percentage to account for inflation, each town home would generate an approximate tax of \$7,000 per year.



## Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? *Check one*

A  B  Both

What comments or questions do you have on proposed **Site or Building Design**?

THAT LOOK NICE, TRY NOT TO  
MIX TOO MANY TEXTURES  
OR COLORS.

What comments or questions do you have on **Neighborhood Impact** from this project?

I FEEL LIKE THERE SHOULD  
BE NO MAJOR IMPACT.  
WILL IMPROVE THE OVERALL  
AESTHETIC.

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily  Weekly  Monthly  Not Regularly

**General Comments/Questions**

MAYBE CONDO INSTEAD OF  
APARTMENTS. PERMANENT  
RESIDENTS MIGHT TAKE  
MORE CARE OF THE  
AREA.



## Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? Check one

A

B

Both



What comments or questions do you have on proposed Site or Building Design?

No issues. Glad to see attractive development.

What comments or questions do you have on Neighborhood Impact from this project?

Wish there were more options for affordable housing in DP being built but I live nearby and I am supportive

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily



Weekly



Monthly



Not Regularly



General Comments/Questions

Our family supports this development.



# Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? Check one

A  B  Both

What comments or questions do you have on proposed Site or Building Design?

Looks like just another big box - More Brick, not cementitious siding -

What comments or questions do you have on Neighborhood Impact from this project?

Traffic - you cannot just take this bldg as an individual unit. Traffic from Welkin, 622 Graceland, New Units at Thacker and Lee, Little Bulgarian School (app + students) and potential development of Prairie Lee

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily  Weekly  Monthly  Not Regularly

### General Comments/Questions

Cut through traffic on Laurel Ave and Webford, Wood construction Not building long term community members, Small Apts = transient Too many studio and 1 BDRM Not enough 2 BDRM, Exterior looks just like other high rises ->



## Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? *Check one*

A  B  Both

What comments or questions do you have on proposed **Site or Building Design**?

*The latest trend of ugly architecture!*

What comments or questions do you have on **Neighborhood Impact** from this project?

*Terrible impact!*

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily  Weekly  Monthly  Not Regularly

**General Comments/Questions**

*Des Plaines does not need more rental buildings, cheaply constructed and possibly turned into low-income subsidized properties.*



# Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? *Check one*

A  B  Both

What comments or questions do you have on proposed **Site or Building Design?**

Why CANNOT THEY LOOK FOR ANOTHER COMMERCIAL BUYER. SUCH AS, RETAIL STORES

What comments or questions do you have on **Neighborhood Impact** from this project?

TOO MANY APARTMENTS IN A SMALL AREA ALREADY SURROUNDED BY CONDOS

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily  Weekly  Monthly  Not Regularly

**General Comments/Questions**

I WOULD NOT WANT TO SEE THIS PROJECT APPROVED BY THE VILLAGE OF DES PLAINES





# Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? *Check one*

A  B  Both

What comments or questions do you have on proposed **Site or Building Design**?

I appreciate the size of this bldg for the site. It fits into the neighborhood & is appropriate. The brick design is nice as well.

What comments or questions do you have on **Neighborhood Impact** from this project?

I'm concerned about traffic impact & parking on near by neighborhood streets.

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily  Weekly  Monthly  Not Regularly

### General Comments/Questions

This meeting was a great idea. I'm glad the City is finally reaching out to the community for input before a project is approved. It's a start in the right direction.



# Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? *Check one*

A  B  Both

What comments or questions do you have on proposed Site or Building Design?

WHY MAKE APARTMENTS? WHY NOT CONDOS OR TOWNHOMES?  
WE NEED RESIDENTS WHO ARE INVESTED IN OUR  
CITY, NOT TRANSIENT TENANTS

What comments or questions do you have on Neighborhood Impact from this project?

THIS PROJECT BACKS UP TO THE NEW BULGARIAN SCHOOL,  
WHICH EXPORTS ~200 STUDENTS DAILY. DEAD OHS  
GO LIGHT THROUGH THE NEIGHBORHOOD. THE TRAFFIC  
IMPACT OF THE WALKING COLLEGE ROAD, THE SCHOOL,

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily  Weekly  Monthly  Not Regularly

General Comments/Questions

AND NOW THIS WILL BE SIGNIFICANT

THIS WAS A COMPLETELY INTERACTIVE WAY TO  
PRESENT THE PROJECT. THE DEVELOPERS SHOULD  
HAVE MADE PUBLICATIONS AND TAKEN QUESTIONS  
SO THAT EVERYONE COULD HEAR.



# Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? Check one

- A  B  Both

What comments or questions do you have on proposed Site or Building Design?

PARKING AREA  
 Move the garages closer to corners instead of having multiple entrances.  
 Put land parking in the middle

What comments or questions do you have on Neighborhood Impact from this project?

Entering & EXISTING  
 Graceland is one way street  
 don't need to give an option to turn the wrong way.

How often have you been near or by this property (within approx. three blocks) in the past six months?

- Daily  Weekly  Monthly  Not Regularly

### General Comments/Questions

Redesign the location of parking garages.  
 Visitor parking should be in the middle opposite the entrance



## Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? *Check one*

A

B

Both

What comments or questions do you have on proposed **Site or Building Design?**

more brick please

What comments or questions do you have on **Neighborhood Impact** from this project?

We have too many apartments currently & coming soon. Please consider condos.

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily

Weekly

Monthly

Not Regularly

**General Comments/Questions**

Less apartments, we are saturated.

Trends change



# Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? *Check one*

A  B  Both

What comments or questions do you have on proposed Site or Building Design?

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What comments or questions do you have on Neighborhood Impact from this project?

- ① APPEARS TO BE SIMILAR USE TYPE TO OTHER EXISTING PROPERTIES
- ② WHAT IS # OF DWELLINGS UNITS / ACRE FOR THIS SITE AND EXISTING ADJACENT SITE

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily  Weekly  Monthly  Not Regularly

General Comments/Questions

- ① How many GUEST PARKING SPACES ARE PROVIDED
- ② PERCENT OF IMPERVIOUS COVERAGE ; WHERE WILL STORM WATER DETENTION BE PROVIDED
- ③ FOR SALE OR RENTAL



# Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? *Check one*

A  B  Both

What comments or questions do you have on proposed Site or Building Design?

Unable to fill Apts with residents and currently the new residential highrise sits empty and

What comments or questions do you have on Neighborhood Impact from this project?

Shifting building from trucks speeding down Grace and vibrates our Bldg... walls are cracked.

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily  Weekly  Monthly  Not Regularly

General Comments/Questions

Semi truck traffic should be routed to Route 83 instead of Grace.

New residential bldg. No route truck traffic

restaurant coming

## Samantha Redman

---

**From:** Maureen Stern  
**Sent:** Friday, June 9, 2023 10:28 AM  
**To:** Samantha Redman; John Carlisle  
**Subject:** FW: Feedback for Des Plaines, IL

This came in through the feedback button on the website.  
See below.

---

**From:** Media Services <media@desplaines.org>  
**Sent:** Friday, June 9, 2023 10:24 AM  
**To:** Maureen Stern <mstern@desplaines.org>  
**Subject:** FW: Feedback for Des Plaines, IL

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**From:** Des Plaines, IL <[media@desplaines.org](mailto:media@desplaines.org)>  
**Sent:** Friday, June 9, 2023 10:23:44 AM (UTC-06:00) Central Time (US & Canada)  
**To:** Media Services <[media@desplaines.org](mailto:media@desplaines.org)>  
**Subject:** Feedback for Des Plaines, IL

You have received this feedback from [REDACTED] following page:

<https://www.desplaines.org/access-your-government/boards-and-commissions/planning-and-zoning-board>

My concern is the development of the saw company at Thacker and Graceland. I attended the meeting on June 6. I don't think the city realizes the total picture. I would like to see another meeting set with more notice given to residents in the area. There are more residents who were not advised in writing who do not have the Des Plaines internet access We don't need more apts especially if they accept vouchers. The complex will be mostly vouchers. . parking is not adequate now. The argument that most potential renters will not have cars is unrealistic. There is nothing close by - a car will be necessary for shopping. Argument that it is close to the train is unrealistic. Most young people work from home and the walk to the train is not that convenient especially in bad weather . I did it for 10 years. There is nothing in Des Plaines close by to entice young people to live here. There were board members that get it. The demeanor of one disappointing-like he didn't care I neglected to get names unfortunately. I remember faces Shame Des Plaines headed in wrong direction with apts

## Samantha Redman

---

**From:** [REDACTED]  
**Sent:** Tuesday, June 13, 2023 3:48 PM  
**To:** Andrew Goczkowski; Jessica Mastalski; Mark Lysakowski; Colt Moylan; Sean Oskerka  
**Cc:** Samantha Redman; Dick Sayad; Carla Brookman; mwalster@desplaines.org; Patricia Smith; Mike Charewicz; jcatallano@desplaines.org; rfowler@desplaines.org; Rhoferr@desplaines.org; psaletnik@desplaines.org; Jzabo@desplaines.org; Cveremis@desplaines.org; tweaver@desplaines.org; Joanne Mendoza  
**Subject:** Fw: Graceland and Thacker -- Maybe Someone will respond  
**Attachments:** IMG\_6425.PNG

Good Afternoon.....I am writing this for myself, and other residents in the area. I have not gotten one response regarding previous emails. Very disappointing.

I can only hope this development is for reconsideration. There is no parking. Not a good location for apartments, especially since the new downtown apartments are not even rented. Knowing how the drill is, this complex will become low income housing which will destroy Des Plaines. Common sense would tell you this. I'd like to see Des Plaines work harder to build up retail, rather than apartments. All of us would. I take advantage of At7 and the Theatre.

There is not enough retail around to even entice people to live here. I have to drive outside of Des Plaines for most shopping.

Developer's arguments:

Young people want to live near the train. Downtown Des Plaines is different and they can't even rent those apartments close by. This is not Downtown Chicago where everything is in walking distance (restaurants, stores, drug stores, etc.) I traveled over 10 years to the train from this location, and during bad weather - not an easy hike. Even as he says young people don't need cars, there is no shopping convenient here. THEY WILL NEED CARS -- and the parking situation. Parking is limited in this location as it is.

He is never going to get the high rents he thinks he is - very delusional thinking.....So lower the rents and accept vouchers. I'm beginning to think that's the plan

**DO NOT APPROVE THEIR BUILDING PLANS**

Redraw the plans of the building Push back the building so there is a parking lot in front of the proposed building on Graceland.

Make the building residents 50 years and older -- there are more elderly people who would be interested

Do condos/townhouses - people who would have more of a personal stake in Des Plaines.

But, I'm not hopeful as from experience (I worked for attorneys and a lobbyist), and usually by the time residents are notified - too late. Just like the Journal site (more apartments) I hope Des Plaines wakes up.

I would like information to pass on to the residents in the area.

----- Forwarded Message -----

[REDACTED]  
**To:** "soskerka@desplaines.org" <soskerka@desplaines.org>  
**Cc:** "dsayad@desplaines.org" <dsayad@desplaines.org>  
**Sent:** Friday, June 9, 2023 at 12:49:13 PM CDT  
**Subject:** Graceland and Thacker

Good Afternoon

I sent the following email. FYI



You can see how upset some of us are about this development and the ramifications that are in the future It's not a good location with the arguments the developer had didn't fly

I'm not sure if you were at the meeting. Missed introductions if there were any.

I don't think residents given enough time to understand I had reached out awhile back to someone in Des Plaines. Never got a reply.

I hope you can do something More rentals Not a good thing for Des Plaines. Hoping city wakes up

Condos/townhomes would be

Mr Sayad - I think you were at this meeting ?

Thank you

Sent from my iPhone

## Samantha Redman

---

**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Tuesday, June 20, 2023 9:58 AM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

### Contour Place Public Input

**Submission #:** 2513920  
**IP Address:** 149.75.158.58  
**Submission Date:** 06/20/2023 9:57  
**Survey Time:** 3 minutes, 29 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Read-Only Content

#### Section Break

#### Which site concept(s) are you commenting on?

Both

#### What comments or questions do you have on the proposed Site or Building Design

please ignore the NIMBYs and permit this and all other residential housing projects.

#### What comments or questions do you have on Neighborhood Impact from this project?

Des Plaines is great am I am excited to share it with more people

#### How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily

#### General Comments/Questions

I encourage displays to approve this and all residential building projects. there are a couple of NIMBYs running around the neighborhood complaining about this and I think you should ignore them. building more housing will help. Des Plaines and make it a more robust and vibrant community. I live very close to the site, and I look forward to new neighbors. Nick Hantel 719 Laurel Ave

#### Email (optional)

[REDACTED]

### Read-Only Content

Thank you,  
Des Plaines, IL

---

This is an automated message generated by Granicus. Please do not reply directly to this email.

## Samantha Redman

---

**From:** [REDACTED]  
**Sent:** Tuesday, June 20, 2023 10:01 AM  
**To:** Andrew Goczkowski; Jessica Mastalski; Mark Lysakowski; Colt Moylan; Sean Oskerka  
**Cc:** Samantha Redman; Dick Sayad; Carla Brookman; mwalster@desplaines.org; Patricia Smith; Mike Charewicz; jcatallano@desplaines.org; rfowler@desplaines.org; Rhoferr@desplaines.org; psaletnik@desplaines.org; Jzabo@desplaines.org; Cveremis@desplaines.org; tweaver@desplaines.org; Joanne Mendoza  
**Subject:** Re: Graceland and Thacker

I was at the city council meeting last night. I didn't expect to be able to speak. I wasn't prepared and left out my main concern about so many rentals in Des Plaines. This email is repetitive to my original email below.

Also I'm speaking for residents in the area. Not just myself

I dread that Des Plaines is going down this path. I think in the long run federal aid (we are not stupid people who don't realize this is behind all this) given to the city for these so called rentals will not be worth it in the end. Build condos or townhouses where people will have a personal and financial stake in their property

I had asked the developer at the June 6 meeting about what happens when these apts cannot be rented. ....asked about vouchers. He then stated they cannot turn away voucher requests. This development will end up be low income housing.

With the huge rental buildings downtown and the Webford project (more apts) Des Plaines will end up being a disaster down the road

I'd like to see more retail. I have a granddaughter who I would love to take downtown and see shops catered to kids.....not high end stores. There are a lot of kids in Des Plaines Choo Choo is one option but shame it's so small. Sometimes you can't get in.

I think you are making a mistake not agreeing to that gentleman's proposal re snack shop whatever. ....even if not a sit down restaurant. Des Plaines is not a high end city. Seems you lost many opportunities with these restaurants going other places. A good hamburger place would have been great

You made a big mistake about the dispensary. If In the right location downtown you lost a lot of money. There are a lot of people who have medical cards and recreation Now Give their money to Niles and Rosemont

Below is my original email sent to as many people I could find. I hope Mr Mendoza forwarded it to the zoning board. No one could give me any contact information for the Board

Could someone confirm date of the next zoning meeting. We were told June 25.....which is a Sunday

Thank you for your consideration

[Sent from Yahoo Mail for iPhone](#)

[REDACTED]

On Tuesday, June 13, 2023, 3:48 PM, [REDACTED] wrote:

Good Afternoon.....I am writing this for myself, and other residents in the area. I have not gotten one response regarding previous emails. Very disappointing.

I can only hope this development is for reconsideration. There is no parking. Not a good location for apartments, especially since the new downtown apartments are not even rented. Knowing how the drill is, this complex will become low income housing which will destroy Des Plaines. Common sense would tell you this. I'd like to see Des Plaines work harder to build up retail, rather than apartments. All of us would. I take advantage of At7 and the Theatre.

There is not enough retail around to even entice people to live here. I have to drive outside of Des Plaines for most shopping.

Developer's arguments:

Young people want to live near the train. Downtown Des Plaines is different and they can't even rent those apartments close by. This is not Downtown Chicago where everything is in walking distance (restaurants, stores, drug stores, etc.) I traveled over 10 years to the train from this location, and during bad weather - not an easy hike. Even as he says young people don't need cars, there is no shopping convenient here. THEY WILL NEED CARS -- and the parking situation. Parking is limited in this location as it is.

He is never going to get the high rents he thinks he is - very delusional thinking.....So lower the rents and accept vouchers. I'm beginning to think that's the plan

**DO NOT APPROVE THEIR BUILDING PLANS**

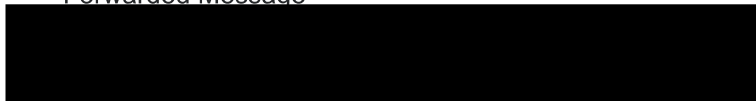
Redraw the plans of the building Push back the building so there is a parking lot in front of the proposed building on Graceland.

Make the building residents 50 years and older -- there are more elderly people who would be interested Do condos/townhouses - people who would have more of a personal stake in Des Plaines.

But, I'm not hopeful as from experience (I worked for attorneys and a lobbyist), and usually by the time residents are notified - too late. Just like the Journal site (more apartments) I hope Des Plaines wakes up.

I would like information to pass on to the residents in the area.

---- Forwarded Message ----



**Sent:** Friday, June 9, 2023 at 12:49:13 PM CDT

**Subject:** Graceland and Thacker

Good Afternoon

I sent the following email. FYI

You can see how upset some of us are about this development and the ramifications that are in the future It's not a good location with the arguments the developer had didn't fly

I'm not sure if you were at the meeting. Missed introductions if there were any.

I don't think residents given enough time to understand I had reached out awhile back to someone in Des Plaines. Never got a reply.

I hope you can do something More rentals Not a good thing for Des Plaines. Hoping city wakes up

Condos/townhomes would be

Mr Sayad - I think you were at this meeting ?

Thank you

Sent from my iPhone

## Samantha Redman

---

**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Monday, June 26, 2023 4:01 PM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

### Contour Place Public Input

**Submission #:** 2528158  
**IP Address:** 99.93.196.68  
**Submission Date:** 06/26/2023 4:01  
**Survey Time:** 55 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Read-Only Content

#### Section Break

#### Which site concept(s) are you commenting on?

Both

#### What comments or questions do you have on the proposed Site or Building Design

not a good option in DP. there are so many vacant rentals already

#### What comments or questions do you have on Neighborhood Impact from this project?

#### How often have you been near or by this property (within approx. three blocks) in the past six months?

Weekly

#### General Comments/Questions

#### Email (optional)

#### Read-Only Content

Thank you,  
Des Plaines, IL

---

This is an automated message generated by Granicus. Please do not reply directly to this email.

## Samantha Redman

---

**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Wednesday, July 5, 2023 12:53 PM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

### Contour Place Public Input

**Submission #:** 2546548  
**IP Address:** 73.208.12.61  
**Submission Date:** 07/05/2023 12:53  
**Survey Time:** 11 minutes, 5 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Read-Only Content

#### Section Break

#### Which site concept(s) are you commenting on?

Both

#### What comments or questions do you have on the proposed Site or Building Design

Site A - I feel the open land parking lots should be moved to the middle of the area where the garage buildings are. Moving the garage buildings over towards the street is better. We don't need 4 exits from these parking areas with one being so close to the curve in the street on Thacker by the railroad tracks where vision could be blocked. The other exit on Graceland is giving the cars the opportunity to turn left on a one way street.

#### What comments or questions do you have on Neighborhood Impact from this project?

Parking will become an issue if the residence of the complex have to pay for a parking space. Each unit should already have that built into their rent. Visitor parking should be closer to the main entrance and enough to cover visitors at an equal amount since street parking is very limited.

#### How often have you been near or by this property (within approx. three blocks) in the past six months?

Weekly

#### General Comments/Questions

Parking redesign should be investigated as previously noted. For the site A building there are less 2 bedroom units per floor than in the Site B design. Consider making 2 more 2 bedroom units perform at the middle of each floor and eliminate 3 one bedroom units and one studio. Also a more define entrance should be visible at the corner of Graceland and Thacker even though this is not the main entrance. For Site B also a more define entrance should be visible along Graceland. Concerns over at Site B is Oakwood Street capable of handling all this new traffic and parking?

#### Email (optional)

[REDACTED]

### Read-Only Content

Thank you,  
Des Plaines, IL

## Samantha Redman

---

**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Wednesday, July 5, 2023 7:11 PM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

### Contour Place Public Input

**Submission #:** 2547791  
**IP Address:** 76.136.228.9  
**Submission Date:** 07/05/2023 7:11  
**Survey Time:** 6 minutes, 59 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Read-Only Content

#### Section Break

#### Which site concept(s) are you commenting on?

Site B

#### What comments or questions do you have on the proposed Site or Building Design

Should redevelop site with Townhome/Condos only with on-site.parking only

#### What comments or questions do you have on Neighborhood Impact from this project?

Parking is presently severely limited in the neighborhood at the time being! An apartment building would ONLY SERVE TO IMPACT parking and MAKE IT MUCH WORSE!

#### How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily

#### General Comments/Questions

Develop Site B with Condo/Townhouse ONLY with on-site parking

#### Email (optional)

[REDACTED]

### Read-Only Content

Thank you,  
Des Plaines, IL

---

This is an automated message generated by Granicus. Please do not reply directly to this email.



## Samantha Redman

---

**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Monday, July 10, 2023 4:46 PM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

### Contour Place Public Input

**Submission #:** 2557607  
**IP Address:** 73.45.169.154  
**Submission Date:** 07/10/2023 4:46  
**Survey Time:** 25 minutes, 22 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Read-Only Content

#### Section Break

#### Which site concept(s) are you commenting on?

Both

#### What comments or questions do you have on the proposed Site or Building Design

i'm a owner of 915 Graceland ave. I don't agree with new zoning: R-4 Central Core Residential Case number:23-040-MAP.

#### What comments or questions do you have on Neighborhood Impact from this project?

No more rentals in this neighborhood!! We already have 136 rentals right one block down!!Maybe more at Ellison Apartments. This is a quite and peacefull area!!

#### How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily

#### General Comments/Questions

Take in consideretion our concern about rentals. I would rather see condos/townhomes where people have a personal and financial stake in their property

#### Email (optional)

### Read-Only Content

Thank you,  
Des Plaines, IL

---

This is an automated message generated by Granicus. Please do not reply directly to this email.

## Samantha Redman

---

**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Thursday, July 13, 2023 9:52 AM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

### Contour Place Public Input

**Submission #:** 2564260  
**IP Address:** 75.58.27.199  
**Submission Date:** 07/13/2023 9:52  
**Survey Time:** 4 minutes, 11 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Read-Only Content

#### Section Break

#### Which site concept(s) are you commenting on?

Both

#### What comments or questions do you have on the proposed Site or Building Design

Don't build these, too many buildings too close to each other

#### What comments or questions do you have on Neighborhood Impact from this project?

Do we need extra rentals in Des Plaines?

#### How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily

#### General Comments/Questions

Please build your buildings somewhere else

#### Email (optional)

### Read-Only Content

Thank you,  
Des Plaines, IL

---

This is an automated message generated by Granicus. Please do not reply directly to this email.

**Samantha Redman**

---

**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Wednesday, July 12, 2023 5:49 PM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

**Contour Place Public Input**

**Submission #:** 2563308  
**IP Address:** 75.58.27.199  
**Submission Date:** 07/12/2023 5:48  
**Survey Time:** 2 minutes, 11 seconds

You have a new online form submission.  
Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

**Read-Only Content**

**Section Break**

**Which site concept(s) are you commenting on?**

Both

**What comments or questions do you have on the proposed Site or Building Design**

We don't need this extra buildings and noises over here. Its nice place to do the park .

**What comments or questions do you have on Neighborhood Impact from this project?**

will be any voting on this project? Many neighbors don't like this idea.

**How often have you been near or by this property (within approx. three blocks) in the past six months?**

Daily

**General Comments/Questions**

Move your project to more open area

**Email (optional)**

**Read-Only Content**

Thank you,  
Des Plaines, IL

---

This is an automated message generated by Granicus. Please do not reply directly to this email.

**Samantha Redman**

---

**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Tuesday, July 18, 2023 8:11 AM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

**Contour Place Public Input**

**Submission #:** 2573662  
**IP Address:** 173.15.39.78  
**Submission Date:** 07/18/2023 8:10  
**Survey Time:** 6 minutes, 45 seconds

You have a new online form submission.  
Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

**Read-Only Content**

**Section Break**

**Which site concept(s) are you commenting on?**

Both

**What comments or questions do you have on the proposed Site or Building Design**

**What comments or questions do you have on Neighborhood Impact from this project?**

How will this project affect traffic patterns, parking for all the units and emergency vehicles access.

**How often have you been near or by this property (within approx. three blocks) in the past six months?**

Daily

**General Comments/Questions**

How many units are subject to low income tenants

**Email (optional)**



**Read-Only Content**

Thank you,  
Des Plaines, IL

---

This is an automated message generated by Granicus. Please do not reply directly to this email.

\* Which site concept(s) are you commenting on?

A + B Contour Project (Thacker and Graceland)

What comments or questions do you have on the proposed Site or Building Design

Too Many Rentals in Des Plaines as it is  
Potential of being low income housing

What comments or questions do you have on Neighborhood Impact from this project?

PARKING / CRIME

\* How often have you been near or by this property (within approx. three blocks) in the past six months?


DAILY

General Comments/Questions

No retail close by for shopping; not close to  
transportation (a good walk) especially in bad weather  
Schools are crowded - Build a school

Email (optional) m


Questions about the project should be sent to [redman@desplaines.org](mailto:redman@desplaines.org).

1. To receive a copy of your submission, please fill out your email address below and submit.
2. Email Address: 

IF YOU AGREE WITH MY COMMENTS, PLEASE SIGN. I WILL FORWARD TO THE ZONING COMMITTEE. IF YOU HAVE OTHER COMMENTS, PLEASE FEEL FREE TO MAKE YOUR OWN NOTES.

THANK YOU. Please leave the pen!

Mary Davis 203  
Teli Pudlo 302  
Christ Anderson #501  
DAVID AND LINDA SCHULTZ - #306  
CONSUELO Balagueram #305

Marge & Tom Namie #506  
 #303

Mary Ann Ales ~~Ales~~ Joe Ales 303

Preetima Thomas 503

Therese A. Durante 401

Chuck Durante 401

Karen J. March 502

Bijoy Thomas 503

Lion W. Kiplinski 502

Nancy S. Greenleaf - 206

Maria A. Olson 202

Deanna & Mitchell Str 201

Richard Pat 404

Mary Pearson 403

Eric David 405

\* Which site concept(s) are you commenting on?

A + B Contour Project (Thacker and Graceland)

What comments or questions do you have on the proposed Site or Building Design

Too Many Rentals in Des Plaines As it is Potential of being low income housing

What comments or questions do you have on Neighborhood Impact from this project?

PARKING / CRIME

\* How often have you been near or by this property (within approx. three blocks) in the past six months?

DAILY

General Comments/Questions

No retail close by for shopping; not close to transportation (a good walk) especially in bad weather Schools are crowded - Build a school

Email (optional) M

Questions about the project should be sent to [redmm@desplaines.org](mailto:redmm@desplaines.org).

1. To receive a copy of your submission, please fill out your email address below and submit.

2. Email Address :



IF YOU AGREE WITH MY COMMENTS, PLEASE SIGN. I WILL FORWARD TO THE ZONING COMMITTEE. IF YOU HAVE OTHER COMMENTS, PLEASE FEEL FREE TO MAKE YOUR OWN NOTES.

THANK YOU. Please leave the pen!

Mary Dennis 203

Teri Pudlo 302

Carol Anderson #501

DAVID AND LINDA SCHULTZ - #306

CONSUELO Balagueram #305

Marge + Tom Dammie

#506



#303

Mary Ann ~~Adessa~~ Joe Ales

303

Preethee Thomas 503

Therese A. Durante 401

Chuck Durante 401

Karen Jensen 502

Bijoy Thomas 503

Lion W. Kiplinski 502

Nancy S. Greenfield - 206

Maria A. Olson 202

Deanna + Mitchell ~~Stu~~ 201

Richard Pat 404

Mary Pearson 403

David 405

(over)



**From:** [REDACTED]  
**Sent:** Monday, August 7, 2023 12:58 PM  
**To:** John Carlisle; Samantha Redman; Joanne Mendoza; Margaret Mosele  
**Cc:** Andrew Goczkowski; Jessica Mastalski; Mark Lysakowski; Mark Walsten; Colt Moylan; Sean Oskerka; Mike Charewicz; Dick Sayad; Carla Brookman; Patricia Smith  
**Subject:** For your consideration: Please pass these comments on to the zoning board re Contour Project

At the meeting on July 25 re rezoning of Contour Saw project. I hope all of you sit back , read the concerns, and consider what will eventually may happen. I'm glad any decision was postponed at this meeting.

Why not just rezone the properties for private homes / townhomes also. Better yet, a school and/or park - I have heard the schools are overcrowded. Also, Give other developers the opportunity for the sites. Maybe this developer would be interested going that route. You would get more interest in the property and hopefully a better plan for the neighborhood if the rezoning included private homes / townhomes.

Eventually the inflation has to improve although it might take a while. So why rush into this.

It was almost a relief about possible townhomes at Site A. After the bombshell that townhomes would be rentals, and reality set in - along with discussions with area residents- this is a worse scenario than the apartments . You would never be able to control the amount of residents living in a townhouse. Property values will go down, not up. Parking would still be a problem.

If you had to keep apartments at Site B. You would have that money generated - and would be more reasonable for the discussion of future and present housing for seniors which was mentioned. The reality is there is a need for this now. The apartments would work at Site B. I agree.

I'm all for senior housing. There are 3-5 year waiting lists for senior housing. I have friends who are on waiting lists.

They would have additional parking for apartments if they moved the building back further to the west of Graceland. Reconfigure their plans. It would look nicer on Graceland if they did something like the Waterford Condos on Graceland did in front of their condo building.



And learning the City took the first offer from one developer, this doesn't seem like a good business plan. **Why the rush** when you don't even know what's going to happen at the journal building site, or the rentals from Welkin and Ellison developments. I'm not certain, but aren't there other developments in the works in Des Plaines.

I saw the figures about tax revenue -  
Approx. 43,000 taxes received now for properties  
Taxes from federal funding. Approx. 490,000

If it was private property- if 40 townhomes. Generate at least 10,000 -12,000 yearly taxes per unit. 480,000 for the property at Site A

If townhomes were privately owned you would generate more taxes in the long run and not compromise the neighborhood. I walked this neighborhood with my granddaughter this past weekend. Such a great safe area with Centennial Park close by. Beautiful.

People who own have a stake in the property take care of it.

Seeing the townhomes around Mannheim and Touhy shows the future of what might eventually happen.

Why not check with surrounding municipals (Schaumburg, Arlington Heights, Rolling Meadows and other neighboring municipalities) if they have problems with this kind of a development in the middle of a quiet residential neighborhood.

Have you looked into this builder's credentials? I see one project pending. Talked to Skokie Rezoning....his development was approved but nothing has been done yet. I

could not find any building developments he has completed. Wouldn't it be a good idea if this was postponed until you see how Skokie makes out with his development. With all the developments planned in Des Plaines, what is the rush.

Right now, You have no idea about the quality and knowledge of the builder's building developments. I do know he was denied building in the City of Chicago at 2835-45 West Belden. The alderman at the time did not want the project. I could not get a reason for the denial.

Hopefully, you have more information on the builder.

There are other ways to get revenue for the city. Focus on downtown retail. Small shops, restaurants , snack shop would be a good thing close to train. Would love to see a dollar store

These are my thoughts along with others. There are so many area residents who have no idea of what is going on, and many who do not have access to internet.

I hope you all read next door. When these conversations come up, people have a lot to say but give up. Talking with residents re Webford project. — seems like they feel the resident's opinions in Des Plaines do not matter. Shame so many residents feel that way.

Saw that with Kimchi project. Pushed it through because of a potential lawsuit..... Is that how Des Plaines works? Telling developers they are good to go before anything approved and finding out how residents feel about it. I was able to talk to the attorney and owners of the Kimchi project when I left the meeting. I wished them good

luck. Very responsible and respectful.....hope it works out for them and Des Plaines residents nearby.

Thank you for your consideration.

And I hope your decisions don't reflect the term limits set - that many of these decisions are made in haste. I am sorry this happened.

[Sent from Yahoo Mail for iPhone](#)

Chris at [REDACTED]

## Samantha Redman

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**From:** Caryssa Buchholz [REDACTED]  
**Sent:** Monday, August 7, 2023 10:47 PM  
**To:** Samantha Redman  
**Subject:** Re: Contour Saws Site A  
**Attachments:** 1924 Graceland-Thacker.jpg

Samantha,

Thank you for forwarding:

I do have a few comments in regards to Site A:

1. With the newly proposed plan as townhomes, I believe this is even more a great opportunity than before to utilize a portion of the existing building on-site through re-use for planned components such as the club house. Despite several additions, there is a portion that appears more of the scale of a single family residence. This building dates back to the 1920s - back when the Contour Saws site was primarily single family residence - see attached Sanborn map. In addition, as you can see from the below newspaper clip and if one were to pull the original plat for the Des Plaines Manor subdivision, the triangle plots at the end of Laurel just above the article title is the site in question, which makes it a part of the original single family Garden City-esque subdivision layout. By preserving this single family structure already on the site, it not only honors the history of the city, it maintains the design or even returns the subdivision closer to its original intent and it creates a unique project that will set it apart from residential developments across our own city and every other neighboring city.
2. As for the new construction component, I would like to see more movement in the facades of the townhome designs. I believe them to be too minimalist per the concept renderings. The condominiums kiddy korner to them have stone lintels and ornamentation and the single family residences in the subdivision are very much craftsman in nature, each bearing their own unique character. While it is often cheaper to design a straight facade, I feel if there is not enough detail added in other manners, they can get stagnant/flat. I'd like to see more than just a slight dip at the roofline between units and a material transition to create that movement. I'd like to see detail added with things such as a cornice or window/door trim or juliet balconies or pilasters - minor things that could break the plane while still structurally maintaining a straight facade at a minimum. I also would like to see material choices become a bit more concise. Right now, the rendering indicates 2 colors of face brick, a veneer stone, and a fiber cement panel. I'd prefer to see this brought down to 2 material choices with a contrasting color palette of 2 colors.

**Restricted District**  
 In this portion of the subdivision, lots are improved with sewer, water, gas, electricity, cement sidewalks, thrifty trees, etc. Lots 50x150 in this section as low as \$400. Only 3 minutes walk from schools, stores, theater, Northwestern Station, etc.

**HALF ACRE TRACT DISTRICT**  
 Every black square on this plat indicates a house already built & occupied. All the lots which do not bear lot numbers have been already sold.

**The Finest Homes in Des Plaines Join Our Subdivision at This Point**

# These Half Acre Tracts Will Pay for Themselves





(Orange outlines buildings originally shown in attached 1924 Sanborn)

Thanks in advance for your time,

**Caryssa Buchholz**

On Mon, Aug 7, 2023 at 3:22 PM Samantha Redman <[sredman@desplaines.org](mailto:sredman@desplaines.org)> wrote:

Hi Caryssa,

Attached are the presentation documents from the discussion on 7/25. There is an issue uploading to the website, I'm investigating right now. Thanks for bringing this to my attention.

Attached is the conceptual plan and rendering. Please note the developer has not submitted an application yet for Site A and they are intending to submit later this month. Once submitted, any person is able to examine the application upon request, per [section 12-3-1.D](#) (i.e. we will email all plans to you if you ask). Prior to the Planning and Zoning Board meeting, all materials will be available on the website along with the staff report.

Note: Site B was recommended for approval on 7/25. However, the petitioner has requested to postpone the City Council meeting for Site B until Site A has been through the Planning and Zoning Board so that both applications can be considered by City Council simultaneously.

If you or another community member have comments, please send to me either through email or through the public input form on [desplaines.org/contourplace](https://desplaines.org/contourplace). All comments go directly to our staff so we can incorporate them with our staff review and all public comments are included into the PZB staff report packet.

Let me know if you have any questions, thank you.

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*How are we doing? Our department wants your feedback. Based on your recent experience with us, please take a few moments to complete this [customer satisfaction survey](#).*

SAMANTHA REDMAN

PLANNER

City of Des Plaines

1420 Miner Street, Des Plaines, IL 60016

P: 847.391.5384 W: [desplaines.org](https://desplaines.org)



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**From:** Caryssa Buchholz [REDACTED]  
**Sent:** Monday, August 7, 2023 2:21 PM  
**To:** Samantha Redman <[sredman@desplaines.org](mailto:sredman@desplaines.org)>  
**Subject:** Contour Saws Site A

Good Afternoon Samantha,

I was just catching up on the Contour Saws Development Proposal and based on the audio from the Site B Planning and Zoning meeting held in July 25th, I believe there was mention that Site A was now being looked at for Townhome development and imagery was presented at the meeting. I didn't see any presentation documents online for Site A.

Is that located somewhere where I could see the current proposal for Site A?

Thanks,

**Caryssa Buchholz, AIA, LEED Green Assoc.**

## Samantha Redman

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**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Wednesday, September 13, 2023 10:05 PM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

### Contour Place Public Input

**Submission #:** 2699455  
**IP Address:** 174.192.69.24  
**Submission Date:** 09/13/2023 10:04  
**Survey Time:** 40 minutes, 36 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Read-Only Content

#### Section Break

#### Which site concept(s) are you commenting on?

Both

#### What comments or questions do you have on the proposed Site or Building Design

If Welkin is only 50%/not fully occupied (as well as more units coming on Webford)? Is the market telling you there is already enough units available? If these units are not fully occupied, I fear HUD units coming. Des Plaines needs patrons with HIGHER disposable income, not LOWER! Existing home sales are stagnant while new home construction is doing well. Why aren't we building townhouses? The Lee/Center downtown townhouses appear sold-out while Welkin 1/2 empty! How secure is bank line?

#### What comments or questions do you have on Neighborhood Impact from this project?

The green argument to charge for parking is just a disguise. It's just another way to upcharge the renter. If you live in the burbs, 95% of people have at least one car. Milenials are an increasing part of the first time home buying market which would support new townhome rationale. In terms of parking enforcement- Forget it. I've called into the DP police to enforce a Stop sign at my intersection. Dozens of cars run through it every day as no one cares. Welkin many cars park on Elin all day.

#### How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily

#### General Comments/Questions

DP seems to be hitting the first and only real bid for the development. New home sales are is the only thing moving right now (existing homeowners with low mortgage rates are reluctant to move). Rental units feel saturated and am worried about units going HUD to fill them in the years ahead.

#### Email (optional)

██████████

### Read-Only Content

Thank you,  
Des Plaines, IL

# LONG TRAINS

(MEETING ON JUNE 6. 2023)

AFTER THE MEETING, WHEN WE WERE TOLD, THAT ONLY SHORT TRAINS ARE MOVING ON THE TRACK BEHIND MY HOUSE

JUNE 14 - 2023 VIDEO OF LONG TRAIN, THAT DAY **3** LONG TRAINS PASSED MY HOUSE (128, 145, ? CARS)

JUNE 19 - 23 - AT NIGHT 1 AM (? CARS)

JUNE 20 - 23 - 1 PM (148 CARS), AND 10:20 PM (142 CARS)

JUNE 21 - 2023 - 11:20 PM (147 CARS)

JUNE 22 - 2023 - 5:30 AM (145 CARS) & 11:45 PM (145 CARS)

JUNE 23 - 2023 - 3:40 PM (145 CARS) & 10:30 PM (147 CARS)

JUNE 24 - 2023 - 1:08 AM (?) V & 10:05 AM (129) V

S. JUNE 25 - 2:30 AM (LONG ?) & 1:30 PM (?), 8:30 PM (?) V

JUNE 26 - 2:40 PM (?) V, 8:22 PM (?) V, 2:40 AM (?)

JUNE 29 - 1:48 PM (41+?) V

JUNE 30 - 7:45 PM (140)

SAT. JULY 1 - 7:45 AM (105)

SUN JULY 2 - 11:45 PM (147)

JULY 5 - 7:30 PM (104)

FRI JULY 7 - 4:20 AM (100+?)

THU JULY 20 - 7:50 PM (104) V

FRI JULY 21 - 9:15 AM (104) V

SAT JULY 22 - 9:15 AM (100+)

MON JULY 24 - 12:15 AM (100+), 8:50 PM (100+)

SUN JULY 30 - 11:30 AM (147) V

MON JULY 31 - 5:55 AM (100+), 9 AM, 11 AM

SAT AUG 5 - 7:20 (100+) AM

WED AUG 9 - 8:15 PM (100+) V

SAT AUG 12 - 8:16 AM (120) V

TUE AUG 22 - 10:45 AM (65+)?

TURS. AUG 31 - 12:50 PM (133)

WED SEPT 6 - 9:10 PM (143)

SAT SEPT 9 - 3:50 PM (157)

SAT SEPT 12 - 12:50 PM (120)

SUN SEPT 24 - 4:15 PM (202)  
TUE SEPT 26 - 11:15 AM (LONG & HEAVY)

## Samantha Redman

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**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Wednesday, September 27, 2023 11:02 PM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

### Contour Place Public Input

**Submission #:** 2728994  
**IP Address:** 73.8.105.28  
**Submission Date:** 09/27/2023 11:01  
**Survey Time:** 16 minutes, 22 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Read-Only Content

#### Section Break

#### Which site concept(s) are you commenting on?

Both

#### What comments or questions do you have on the proposed Site or Building Design

While I do think these buildings would look much nicer than the current factory and empty lot, please do not build anymore rentals. We need more home OWNERSHIP in Des Plaines. Condos are better than apartments. Empty rentals brings in low income housing which leads to increased crime and uneasy vibes residents do not want introduced. This will lead to residents choosing to leave Des Plaines, when the goal of the city is to bring people in.

#### What comments or questions do you have on Neighborhood Impact from this project?

Residents of Des Plaines want more than just housing. We need to keep the suburb vibe and not turn into a "city." We need eateries, parks, and entertainment options. Des Plaines does not need to put a condo or apartment building in any space we can squeeze. With that said, if you just choose to put housing here, do condos and NOT apartments. Townhomes are too expensive for many homebuyers in this current market.

#### How often have you been near or by this property (within approx. three blocks) in the past six months?

Monthly

#### General Comments/Questions

Give the name "Des Plaines" a good name for other neighboring suburbs. We have bigger fish to fry...let's make Des Plaines' downtown compete with our neighbors, focus on crime, and work on getting more green space.

#### Email (optional)

#### Read-Only Content

Thank you,  
Des Plaines, IL

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This is an automated message generated by Granicus. Please do not reply directly to this email.

## Samantha Redman

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**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Tuesday, October 31, 2023 1:16 PM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

### Contour Place Public Input

**Submission #:** 2796053  
**IP Address:** 75.196.85.68  
**Submission Date:** 10/31/2023 1:15  
**Survey Time:** 10 minutes, 58 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Read-Only Content

#### Section Break

#### Which site concept(s) are you commenting on?

Both

#### What comments or questions do you have on the proposed Site or Building Design

I live just East of the proposed area. I am kitty corner from Central School. This is a heavily populated area which only leads to the West side of Thacker/Lee Street becoming the same way. The cross walk at Laurel and Thacker/Dempster WON'T do A DAMN thing. The neon green sign put up by the school walk way does SHIT for the speaders.

#### What comments or questions do you have on Neighborhood Impact from this project?

The densley populated area, if they converted these to Buy, you MAY get a better clientel of prospective owners or buyers, such as empy nesters. What kind of market research was done in the area to propose renting versus buying? The old Grazianos property are being SOLD, what is the difference. Contour Saw location is much closer to the train and downtown. Please provide market research at next planning meeting!

#### How often have you been near or by this property (within approx. three blocks) in the past six months?

Weekly

#### General Comments/Questions

I grew up in DP, yeah I am sure you have heard that a lot! I bought in March 2022 in this area as I was starting to see changes, but now it seems the properties that have been sitting vacant for over 10 years are in the same condition or worse. Olivettis is a prime EXAMPLE.. The building is crumbling and that EYE sore in the back of the property could easily be a place for vagrants etc. Leonas is another empty spot. ARE THE LEASE prices to high for businesses to move in? DP couldn't even keep Panera . If DP could be even half of what MP is, the revenue that would be generated would skyrocket. Does DP think they are getting enough revenue from the Casino?? I am dumfounded by what I have seen over the last 40 plus years in town!

#### Email (optional)

██████████

### Read-Only Content



October 25, 2023

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, Zoning Text Amendments, Case # 23-040-MAP

**RE:** Consideration of Zoning Map Amendment from M-2 to R-3, Preliminary Planned Unit Development (PUD), and a Tentative Plat of Subdivision

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on October 24, 2023 to consider the request:

1. The petitioner's representative explained their requests to change the zoning to R-3, create a PUD, and consolidate the lots to create the envisioned townhouse development. The petitioner's architect provided an overview of the site design for the 50-townhouse development, with a bedroom mix of 33 two-bedroom units and 17 three-bedroom units. The townhouses will be three stories and each unit will have a garage. Surface parking will be provided on the interior for guest parking spaces. The architect discussed the orientation of the buildings to the street and the location of the driveways. Building materials and facades were discussed. The landscaping, including the privately owned, publicly accessible park proposed on the north side of the property. The development will include public improvements including flashing beacon lights for pedestrians and a bump out to connect the park to the neighborhood. The representative's traffic engineer delivered a presentation on the traffic study included with the packet and stated the conclusions of the study, that the traffic will not be significantly impacted by the proposed project and will be reduced due to the proximity to the Metra train station. The petitioner's representative concluded the presentation describing the proposed improvements to the property and the requested exceptions for the PUD.
2. The board asked about how long the developer will be involved and if they will manage the property after it is built; the petitioner's representative stated the petitioner plans to build and own the development and the development would be managed by a third-party property management company after construction is complete.
3. Staff provided the staff report, discussing the history behind the property, existing conditions and the requests.
4. The Board asked if the apartments at the proposed Graceland and Webford developments were considered in the traffic study. The petitioner's representative stated the development may not be specifically included, but the study does factor in additional traffic generated by future projects. The Board asked about the footprint of the buildings and commented about the size of the bedrooms. The petitioner stated the layout is consistent with other similar developments and they were priced and designed for the market, but would take these concerns to the architect.
5. Public comment included questions about noise generated by the OWL lumber store next door; the commenter was affiliated with the lumber store and expressed concerns about the new residents of the building complaining about noise. Traffic was discussed by several members of the public concerned about the new development generating too much and the issue with speeding and the length of trains.



Two members of the public spoke in favor of the project, stating any noise issues can be mitigated with building materials and were supportive of additional housing in this area. The petitioner's representative responded to the concerns about traffic and noise, discussing the results of the traffic study, explaining how the traffic study was conducted, and describing how the previous manufacturing use would have generated more traffic and noise than what is proposed.

6. The Planning and Zoning Board *recommended* (6-0) that the City Council *approve* of the proposed requests for the zoning map amendment and the preliminary PUD and *approved* (6-0) the tentative plat of subdivision.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "James S. Szabo".

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



**DES PLAINES PLANNING AND ZONING BOARD MEETING**  
**October 24, 2023**  
**MINUTES**

**Pending Applications:**

- 1. Address: 900 Graceland Avenue and 1217 Thacker Street  
Case Number: 23-039-MAP-PUD-TSUB

The petitioner has requested the following items: (i) a Map Amendment to rezone from M-2 General Manufacturing to R-3 Townhouse Residential District; (ii) a Preliminary Planned Unit Development (PUD) with exceptions; (iii) a Tentative Plat of Subdivision to consolidate eight lots into two lots; and (iv) any other variations, waivers, and zoning relief as may be necessary.

PINs: 09-20-105-016-0000, 09-20-105-017-0000, 09-20-105-020-0000, 09-20-105-021-0000, 09-20-105-022-0000, 09-20-105-023-0000, 09-20-105-024-0000, 09-20-105-045-0000

Petitioner: Luz and Associates #1, LLC, 2030 West Wabansia Avenue, Chicago, IL 60611

Owner: Contour Saws, Inc., 100 Lakeview Parkway, Ste. 100, Vernon Hills, 60061

Ward: #3, Alderman Sean Oskerka

Existing Zoning: M-2, General Manufacturing

Existing Land Use: Unoccupied manufacturing building

Surrounding Zoning: North: M-1, Light Manufacturing and R-1, Single Family Residential

South: R-4, Central Core Residential and C-3, General Commercial

East: R-1, Single Family Residential and R-4, Central Core Residential

West: Railroad and M-1, Light Manufacturing

Surrounding Land Uses: North: Manufacturing building and single-family detached residences

South: Multi-family residential buildings and vacant parking lot (proposed multi-family residential on this property)

East: Railroad and manufacturing buildings

West: Single-family detached and multi-family residential buildings

Street Classification: Graceland Avenue is classified as a major road and under the ownership of the Illinois Department of Transportation (IDOT); Thacker Street is classified as a secondary road and is under the ownership of the City of Des Plaines.

Comprehensive Plan: Industrial is the recommended use for this property.

Property/Zoning History: The subject property was previously the site of Contour Saws, a manufacturing facility operating from the 1960s to 2020. The property is currently improved with an approximately 105,000 square foot manufacturing facility, consisting of several joined buildings to create one large two-story building. The remainder of the property consists of surface parking.

Sanborn maps from the 1920s indicate this site was previously a subdivision with half acre tracts of land with single-family detached residences.<sup>1</sup> In the early 1960s the Contour Saws facility began operating at this site, using existing buildings and constructing additional buildings. Functionally, the facility is one joined building, including an original residence from the 1920s subdivision previously used for the office of Contour Saws. Zoning between the late 1920s and present day has shifted from residential to commercial to manufacturing on this property. The property is currently owned by Contour Saws and is unoccupied.

On September 20, 2022, a No Further Remediation (NFR) letter was issued for the property from the Illinois Environmental Protection Agency (IEPA). An NFR letter signifies that, while the site may have previously contained contaminants that exceeded state or federal limits, the IEPA does not deem this site to constitute a significant risk of harm. The NFR letter was pursued in response to a Phase II environmental review completed in 2016 indicating presence of contaminants in soil and groundwater, associated with the previous use at this property.

After review of a Remedial Action Plan prepared in 2022, an NFR Letter was issued by IEPA stating the property is approved for residential, commercial, or industrial land use. However, any NFR letter typically specifies actions necessary for safe use of the

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<sup>1</sup> 1924 Sanborn Map of Des Plaines

property. For this property, the controls include the development of a safety plan for construction of the building to limit worker exposure, and the necessary asphalt/concrete barriers and types of foundation necessary for buildings. All of the controls must be maintained to maintain the certification of the NFR; if any violation of the controls is observed, the letter will be voided and enforcement actions would be implemented by the IEPA. The petitioner is aware of the NFR Letter and designed the project to be compliant with all the controls required to be in place.

Project Description:

*Overview*

The petitioner is Luz and Associates, which is the contract purchaser of the subject property, along with the Contour Saws parking lot on the other side of Graceland. They are proposing to build a 50-unit townhouse development and a private, publicly accessible park on the property.

*Proposal*

The proposal includes the removal of all existing buildings and structures to redevelop the subject property into a 50-unit townhouse Planned Unit Development (PUD). The proposed development consists of eight separate three story townhouse buildings with various numbers of units depending on the building. A publicly accessible, privately owned park is proposed at the north corner of the development with landscaped areas throughout the development. Refer to Architectural Plan attachment. The anticipated unit mix will be 33 three-bedrooms and 17 two-bedrooms, with a unit size ranging from approximately 2,200 to 2,500 square feet each. Refer to Floor Plan attachment. Each unit will have a two-car, attached garage and thirteen surface parking spaces are provided for guests on the site.

**MAP AMENDMENT**

Request Description:

Zoning Map Amendment Overview

The purpose of a zoning map amendment is to determine whether an existing zoning district is suitable for a location and, if not, which zoning district would be more suitable, given the context of the neighborhood, city goals, and local, state, and national development trends. Although a specific project can be considered alongside any zoning application, zoning change deliberation often looks at a property at a larger scale within the neighborhood and city.

A Site Plan Review, as required by Section 12-3-2, was

performed for the conceptual project at this site. The Site Plan Review contributes to the overall assessment of a zoning map amendment, demonstrating the feasibility of a specific project with this zoning. Refer to the Site Plan Review section of this report and associated attachments.

*M-2 Zoning and Suitability of the Site for Proposed R-3 Zoning*

The M-2, General Manufacturing zoning district is intended to accommodate a diversity of industrial uses. Out of all of the industrial districts, M-2 permits the largest number of different uses, allowing for 23 uses permitted by right (meaning no zoning entitlement process) and 24 conditional uses. A broad variety of uses are allowed by right, including light and heavy manufacturing, warehouses or distribution facilities, or food processing establishments.

Few available properties exist in Des Plaines with the range of transit, recreational, and commercial opportunities available within walking distance, making this site an ideal location for additional residential versus commercial or manufacturing development. Within a half-mile of the property (an approximate 8–15-minute walk for the average person<sup>2</sup>), the following services are available. Refer to Amenities and Services Map attachment for further details.

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<sup>2</sup> Bohannon, R. W. (1997). Comfortable and maximum walking speeds of adults aged 20-79 years: reference values and determinants. *Age and Ageing*, page 17.

<b>Service</b>	
Transit	Des Plaines Metra Station platform; Pace Bus Stops for Lines 226, 230, and 250, and the PULSE Dempster Line
Downtown Commercial Area	Restaurants, grocery store, retail/personal services including dentist, optometrist, urgent care, physical therapist, private gym, and salons
Schools (private and public)	Central Elementary School, Willows Academy, Little Bulgarian School, Islamic City Center of Des Plaines Academy
Parks	Centennial Park, Central Park, Paroubeck Park, Potowatomie Park
Public Buildings	Library, City Hall

A change to the zoning would be necessary to allow residential uses on this property. No residential uses are permitted within the M-2 zoning district. An analysis of the various options for residential zoning districts is necessary to determine what is best suited for this site. Below is a table of residential zoning districts and the residential uses permitted within them.

A change to the zoning would be necessary to allow residential uses on this property. No residential uses are permitted within the M-2 zoning district. An analysis of the various options for residential zoning districts is necessary to determine what is best suited for this site. Below is a table of residential zoning districts and the residential uses permitted within them.

<b>Residential Districts Use Matrix</b>				
<i>Use</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>R-4</i>
Single Family Detached	P	C*	C*	C*
Townhouse	Not permitted	Not permitted	P	P
Two-family (duplex)	Not permitted	P	Not permitted	Not permitted
Multi-Family	Not permitted	Not permitted	P	P

\*Note: Only applies to single-family detached dwellings that were lawfully constructed prior to August 17, 2020 and are located in a zoning district other than R-1.

The R-1 and R-2 zoning districts would restrict the density of residential units at the property, limiting the development potential.

As the name suggests, the R-1, Single Family Residential district limits the number of dwelling units to one dwelling unit per parcel. The R-2, Two-Family Residential district similarly limits the number of dwellings to two units per parcel. To allow for more than one or two residences on this 3.13-acre property, the property would need to be subdivided. If the property were subdivided to meet the R-1 or R-2 bulk standards, it is unlikely the property could produce 50 units, even with a planned unit development. Comparatively, a townhouse or multi-family development would supply a greater number of units in the same amount of space, creating a more efficient and economical option for this location. For the contemplated project, the R-3 zoning district was selected by the petitioner because this zoning best fits the intended scale and purpose of the development.

*Demographic Trends and Accommodating an Aging Population*

The existing housing stock throughout the city is predominantly single-family residential and the Comprehensive Plan states it is a goal to maintain this stock of high-quality single family residential property within the city. However, the detached single family housing type is an increasingly unaffordable product for many existing and future residents. In comparison, townhouses provide additional housing stock at a more financially attainable scale due to the smaller size and reduced maintenance cost.

An important goal of 2019 Comprehensive Plan is to provide avenues to allow residents to age-in-place and improve accessibility. As of 2015, the percentage of Des Plaines residents 50 or older was 40.2%, compared to the regional average of 31.4%.<sup>3</sup> According to the U.S. Census Bureau, this percentage is likely to grow, with one in five Americans at retirement age by 2030.<sup>4</sup> Households approaching retirement are frequently interested in downsizing to limit maintenance costs and reduce monthly housing costs to meet limitations of fixed incomes. Supplying a diverse housing stock in this area provides the option for seniors to continue living within the city. A residential development in this location would be close enough to facilities and services for an aging population to independently complete activities of daily living, with many amenities available within walking or transit distance.

With these considerations regarding the location of the property near multi-family properties and zoning, the proximity to numerous private and public services, and the goals of the

Comprehensive Plan focused on providing diversity of housing stock and providing accessible and attainable options for residents, senior or otherwise, the R-3 zoning district is a suitable fit for this property.

#### Site Plan Review

##### *Proposed Project Overview*

The petitioner proposes 50 townhouse units, including 33 three-bedroom units and 17 two-bedroom units and a publicly accessible, private park space. The proposed development is one of two for the former Contour Saws properties. The parking lot of the former Contour Saws facility is proposed to be a 56-unit multifamily development; a petition to change the zoning from C-3 to R-4 was recommended for approval by the Planning and Zoning Board (PZB) on July 25, 2023.

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<sup>3</sup> Des Plaines 2019 Comprehensive Plan, Page 32

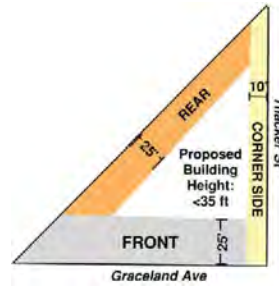
<https://www.desplaines.org/home/showpublisheddocument/162/637612522934400000>

<sup>4</sup> U.S. Census Bureau (2018) *Older People Projected to Outnumber Children for First Time in U.S. History*,

<https://www.census.gov/newsroom/press-releases/2018/cb18-41-population-projections.html>



This type of development is a permitted use in the proposed R-3 Townhouse, with a PUD. The below diagram illustrates staff's interpretation of where the required yards are located for this property, as noted in Section 12-7-2 and defined in Section 12-13-3.



<b>R-3 -Central Core Residential District Bulk Standards</b>		
<i>Bulk Controls</i>	<i>Required</i>	<i>Proposed</i>
Maximum height	45 ft.	34 ft.
Minimum front yard	25 ft.	12 ft. <sup>1</sup>
Minimum corner side	10 ft.	10 ft.
Minimum rear yard	25 ft.	25 ft.
Minimum lot width	55 ft.	516.72 ft
Minimum lot area	2800 sq. ft. per dwelling unit * 50 units = 140,000 sq. ft.	130,406 sq. ft. <sup>2</sup>

<sup>1</sup> Exception request with PUD to reduce required front yard.

<sup>2</sup> Exception request with PUD to reduce minimum lot area. Publicly accessible private parking lot excluded from total lot area.

*Site Plan Review Standards*

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, located in the Site Plan attachment.

<b>Site Plan Review</b>	
<i>Item</i>	<i>Analysis (based on Proposal)</i>
<p>The arrangement of structures on the site</p>	<ul style="list-style-type: none"> <li>• Places buildings along the street frontage, rather than garages or surface parking. The design presents better cohesion with the buildings surrounding it by placing the building at approximately the same distance from the property line as the existing building and the adjacent existing and proposed multi- family buildings. The proximity of the building to the street also provides better surveillance within the neighborhood, with windows facing the residential neighborhood and providing additional “eyes on the street.”</li> <li>• The design of each townhouse includes a two car, attached garage, providing covered parking in a more compact manner than surface parking. Guest spaces are located in the center of the property. The site layout minimizes view of the parking area and interior roadway, with the buildings as the primary focus along the street.</li> <li>• A subdivision is requested as part of this request. Improvements deemed necessary in the area adjacent to a subdivision can be required pursuant to Section 13-3-2.L. The improvements required to serve this development are discussed in the Public Works and Engineering (PWE) Department Memo attachment. Improvements are required prior to completion of the development or within 2 years of the recorded subdivision. A summary of the improvements includes replacement of a water main in a portion of Graceland Avenue, construction of pedestrian bump out and flashing pedestrian signage at the intersection of Thacker and Laurel, replacement of a streetlight on Graceland Avenue, and grinding and resurfacing Thacker Street as well as replacement of any damaged public sidewalk.</li> </ul>
<p>The arrangement of open space and landscape improvements</p>	<ul style="list-style-type: none"> <li>• Landscaping is provided around and within the development meeting zoning requirements. In addition, a park space is proposed, as noted on the plans and the Park Concept Plan attachment. Refer to Landscape Plane attachment for details on landscaping.</li> <li>• Parkway trees and landscaping proposed along Graceland Avenue, where none currently exist.</li> <li>• A Solid wood fence is proposed along the railroad track to screen the railroad from the development. A condition of approval requires an open fence at the northwest corner of the park to alleviate any sight obstruction between the railroad and Thacker Street.</li> </ul>

<p>The adequacy of the proposed circulation system on the site</p>	<ul style="list-style-type: none"> <li>• Several driveways will be closed along Graceland Avenue, with one driveway entrance/exit proposed on Graceland Avenue and one along Thacker Street. The existing driveway along Thacker is not aligned with Laurel Avenue. The proposed plan aligns the driveway to this street. The closure of these extra driveways and replacement with a parkway and walkway improves safety and comfort of pedestrians along Graceland and Thacker.</li> <li>• Pedestrian circulation is provided by numerous walkways from Graceland and Thacker from each unit to the existing public sidewalk or to sidewalks within the development. The proposed plan includes bump outs at the intersection of Thacker and Laurel to improve pedestrian safety to and from the publicly accessible park and the adjacent neighborhood.</li> <li>• Vehicular circulation is provided by interior, private roads accessed from two driveways, one along Graceland Avenue and one along Thacker Street. The roads are 26 feet in width, exceeding the maximum required width (22 ft) for a two-way drive aisle per Section 12-9-6.</li> <li>• Parking meets the off-street parking requirements of Section 12-9-7, providing two spaces per residential unit (50 garage spaces) and one space per four units (13 guest spaces, in surface parking area) which is the minimum required amount.</li> <li>• It is anticipated, as discussed in the petitioner's response to standards and the provided traffic study, that the proximity of the site to numerous transit options and a bike route along Thacker St, will reduce dependence on automobiles for this project.</li> </ul>
<p>The location, design, and screening of proposed off-street parking areas</p>	<ul style="list-style-type: none"> <li>• Attached garages are proposed with each unit, facing interior, private roads within the development rather than connecting to the street. The proposed site is situated in such a way that guest parking is located in the middle and has minimal visibility from Graceland Avenue and Thacker Street. Landscaping is provided along driveways.</li> </ul>
<p>The adequacy of the proposed landscaping design on the site</p>	<ul style="list-style-type: none"> <li>• All required landscaping in terms of foundation landscaping, parkway landscaping, and overall site landscaping are provided (pursuant to Sections 12-10-6, 12-10-7 and 12-10-10). Landscaping, either turf, bushes or trees are provided throughout the development. Refer to Landscape Plan.</li> <li>• The park along Thacker Street is proposed to be a publicly accessible park space, providing additional landscaping and recreational opportunities.</li> </ul>

<p>The design, location, and installation of proposed site illumination</p>	<ul style="list-style-type: none"> <li>• Photometric plan demonstrates conformance with Section 12-12-10, with no more than 0.2-foot candles spilling over the property line in any location, well within the limits of the zoning ordinance.</li> <li>• The parking lot is properly illuminated, with at least 0.1 footcandles in any parking area, meeting requirements of Section 12-9-6.G. A condition of approval is to provide additional illumination at the driveways entering the development on Graceland Avenue and Thacker Street.</li> </ul>
<p>The correlation of the proposed site plan with adopted land use policies, goals, and objectives of the comp. plan</p>	<ul style="list-style-type: none"> <li>• Does not fit the manufacturing use illustrated by the Comprehensive Plan; however, the 2019 plan was written under the assumption that the Contour Saw facility would continue operating.</li> <li>• The proposed plan supports the following goals (refer to M-2 Zoning and Suitability of the Site for Proposed R-3 Zoning section of this report for further details): <ul style="list-style-type: none"> <li>○ Goal 4.1. Ensure the City has several housing options to fit diverse needs.</li> <li>○ Goal 4.3 Provide new housing at different price points.</li> </ul> </li> <li>• In addition to housing goals, the proposed development meets economic goals of the city by providing additional property tax revenue compared to the existing use of the site. Refer to the Tax Projections attachment.</li> <li>• The creation of a separate parcel for a privately owned, publicly accessible park provides additional recreational opportunities, which is supported by the Comprehensive Plan.</li> </ul>

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ffort to improve community engagement and transparency surrounding new, large developments within Des Plaines, the City provided numerous opportunities for residents to review the proposal and provide input. To provide regular project updates, a webpage on the city website was created: [desplaines.org/contourplace](https://desplaines.org/contourplace). On June 6, 2023, the Planning and Zoning Board hosted a public workshop to provide the developer, board, and the public an opportunity to review plans and provide input into the proposed development at this location and the former Contour Saws facility to the north of this property. During the July 25, 2023 PZB meeting, the petitioner provided an updated site plan depicting townhouses instead of multi-family residential buildings. The project webpage was launched prior to the PZB workshop to share details about the proposed projects and includes a public input form to continuously gather community comments. Refer to Public Comment attachment for all public comments.

**PLANNED UNIT DEVELOPMENT (PUD)**

Request Description:

*Overview*

The proposed development includes eight 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.” Pursuant to Section 12-7-1.A, not more than one principal building or structure can be located on a zoning lot, except in certain cases. In this circumstance, a planned development, as 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” (Section 12-13-3).

The purpose of a PUD is to promote a unified development by providing flexibility in development standards to accommodate site conditions and encourage innovative use of land. Certain characteristics are required by 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.

<b>Preliminary PUD Plat Review</b>	
<i>Item</i>	<i>Analysis (based on Proposal)</i>
A maximum choice in the types of environments available to the public by allowing a development that would not be possible under the strict application of the other sections of this title	Allows for construction of a development on an irregularly shaped parcel and provides an additional housing option with increased density and multiple principal buildings that is not permitted without a PUD in the Zoning Ordinance.
Permanent preservation of common open space and recreation areas and facilities	Creates a publicly accessible, private park where none exists currently. Landscaping and open space is provided around and between residential units and the private road as well as along Graceland Avenue, where landscaping was limited or non-existent before.
A pattern of development to preserve natural vegetation, topographic and geologic features	No significant natural vegetation, topographic or geologic features exist on site that would be beneficial to maintain. However, allowing for additional buildings breaks up the site so landscaping can be provided between buildings and sufficient area is available for a park and open space.
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	Reduces curb cuts onto both streets and ties into existing utilities and facilities.  The traffic study provided by the petitioner (refer to attachments) did not indicate any substantial impact to traffic in the area compared to the manufacturing use previously operating in this location for decades.

<p>A land use which promotes the public health, safety, and general welfare</p>	<p>Transforms a presently vacant site with dilapidating manufacturing structures to create a use that includes more visual appeal, additional landscaping and recreational opportunities, and adds additional residential housing stock in a suitable area.</p>
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*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. Because the development will involve rental units with one property management and maintenance entity, a Homeowner’s Association (HOA) is not required at this time; however, a condition of approval states if the development is subdivided into separate, fee-simple townhouse units, an HOA must be established to manage and maintain the proposed PUD.

*PUD Bulk Exceptions*

As identified in the R-3 Bulk Regulations table, the proposal does not meet the minimum front yard size and does not meet the minimum lot area, requiring a PUD exception from Section 12-3-5.C.2 (Perimeter Yards) and Section 12-3-5.C. The exceptions allow for a development that efficiently uses the irregularly shaped parcel in a way that would not be possible under the strict application of the code.

*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. The proposed 50-unit PUD requires a minimum of 100 off-street parking spaces and 13 common guest spaces. The attached PUD Site Plan indicates two covered off-street garage spaces for each unit and guest parking provided by thirteen standard spaces, including one accessible space in an interior parking area of the development.

**TENTATIVE PLAT OF SUBDIVISION**

Request Description:

*Overview*

The proposal includes a consolidation of the property from eight lots to two lots. One lot will be 130,406 square feet, proposed to be developed with the townhouses and associated structures. A second lot, 6,182 square feet, is proposed to be a publicly accessible, private park space. The attached Tentative Plat of Subdivision, titled 1217 Thacker Street Consolidation, shows the location and boundaries of each lot.

### *Easements*

The Tentative Plat shows both existing and proposed easements. Proposed easements include storm sewer, watermain, sanitary sewer, and a general public utility and drainage easement, depicting both drainage on the site and the proposed unground vault to accommodate stormwater.

### *Subdivision Improvements*

The Department of Public Works and Engineering (PWE) has provided comments (attached) based on the submittal. The memo states the following is required with this subdivision, to be finalized at the final plat of subdivision stage:

1. Grind and re-surface eastbound lane on Thacker Street.
2. Add 8" water main to replace 4" water main along a portion of Graceland Avenue.
3. Add pedestrian crosswalk crossing on Thacker Street including a bump-out, striping, and Rectangular Rapid Flashing Beacons (RRFB).
4. The sole streetlight along Graceland Avenue must be replaced and electrical conduit undergrounded. The petitioner will work with staff and ComEd to coordinate this replacement.

Section 13-3-2 of the Subdivision Ordinance discusses required improvements for subdivided properties and timelines for the improvements. Improvements are approved by the City Council during the final plat of subdivision process and financial guarantees for improvements are included within the resolution.

In addition, Section 13-4-2 of the Subdivision Ordinance discusses dedication of park lands and/or fees in lieu for subdivisions. The publicly accessible, private park will count for a portion of the required park land dedication and any remainder will require a fee in lieu, to be calculated at the time of final plat of subdivision, approved by the Park District, and included with the final approved City Council resolution to subdivide the property.

Note the petitioner's request is for a Tentative Plat only at this time. The steps for Final Plat are articulated in Sections 13-2-4 through 13-2-8 of the Subdivision Regulations. The Final Plat of Subdivision will occur at a later date and will be a concurrent process with the Final PUD plat. All necessary dedications, fees, and necessary improvements will be outlined in the final subdivision resolution.

## **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;**

The Comprehensive Plan was written in 2019 when the Contour Saws facility was still operating. Due to the manufacturing facility's longstanding operations in Des Plaines, the Comprehensive Plan did not envision this area to be used for anything else. However, the proposed amendment and development would meet several goals from the Housing chapter of the Comprehensive Plan, including Goal 4.1. Ensure the City has several housing options to fit diverse needs and Goal 4.3 Provide new housing at different price points. to "Demographic Trends and Accommodating an Aging Population" and "M-2 Zoning and Suitability of the Site for Proposed R-3 Zoning" sections of this report for further details. In addition to housing goals, the proposed development meets economic goals of the city by providing additional property tax revenue compared to the existing use of the site. Refer to the Tax Projections attachment.

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

The subject property is adjacent to R-4 zoning to the northeast and south and is close to several multifamily developments. The area is in close proximity to numerous services within walking, biking or transit distance. Refer to Amenities and Services Map attachment. Any proposed development would need to meet all building material and design requirements outlined in Section 12-3-11 – Building Design Review, including requirements for face brick, which will be similar in material to the many adjacent single family and multi-family residential buildings in this neighborhood.

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

An engineering and utility plan was prepared with this application. Based on the provided site plan, City engineering staff did not indicate any concerns with the adequacy of public facilities or services being available to meet the needs of this proposed development.

A traffic impact study was provided with this application to assess impacts of the proposed development (Refer to Traffic Study attachment). The study indicated the traffic generated by this use would not create a significant impact on the surrounding street network.

It is important to note the previous use of this property was a manufacturing use, including a parking lot on site with a large loading/unloading dock into the facility, approximately 25 parking spaces on site, and over one hundred spaces in a surface parking lot across the street (Site B of this development), while the proposed residential development provides 90 spaces within attached garages on the townhouses and 16 guest spaces. At minimum, this development brings less potential for vehicles to be travelling in and out of the site at peak hours versus large trucks delivering or picking up in the loading dock and over one hundred employees of a manufacturing facility. Parking meets the off-street parking requirements of Section 12-9-7, providing 106 spaces, which is in excess of the minimum required amount.



**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 on a property that has been zoned manufacturing within a residential area for decades and operated as a more intensive use in the past. A building that provides additional residential options for the area and follows the Building Design Standards outlined in the Zoning Ordinance creates a more appealing urban design for the neighborhood versus a large manufacturing facility.

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

The current use of this property is a vacant manufacturing facility that is unlikely to be filled with another similar manufacturing business. Providing a residential use for the property, particularly a use that capitalizes on the close proximity to downtown Des Plaines and the various amenities associated with the area, would present a more efficient and effective way to use this property. As discussed in the Demographic Trends and Accommodating an Aging Population section, the City needs to promote opportunities that increase housing stock for a diversity of populations in the area, both in the short term and long term. Amending the zoning district for this property, regardless of the proposed project, provides an additional opportunity to construct a townhouse development, a transitional density development between single family residential and multi-family residential buildings and with the necessary services to support this type of use.

**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 spaces and landscaping and separate vehicular and pedestrian areas, all of which foster public health, safety, and general welfare for residents. Refer to Petitioner's Response to Standards for a full analysis of how the development meets each standard.

**2. The extent to which the proposed plan meets the prerequisites and standards of the planned unit development regulations:**

The proposal meets the ownership/unified control and size requirements in the Zoning Ordinance.

**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 meets the majority of the bulk regulations in Section 12-7-2.J of the Zoning Ordinance (See Site Plan Review section above) but requires exceptions from the required front yard and the 2,800-square-foot minimum lot area requirement. The proposed density is a moderate density compared to the surrounding single-family and multi-family developments in the area, providing additional housing stock in the City. The front yard building setback deficiency is located on the south side of the lot, which faces existing and proposed multi-family residential developments with an R-4 zoning and has a smaller required front yard than the R-3 zoning district of this proposed project. Proposed landscaping along the parkway and around the perimeter of the proposed townhouse PUD

provides a buffer between this property and any adjacent uses. In addition, the proposed development improves the current conditions of the subject property.

**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 allows for recreational space on property, reduces the number of curb cuts, concentrates vehicular traffic in the center of the development, and encourages pedestrian activity on Graceland Avenue and Thacker Street by extending walkways from each townhouse to the public sidewalk.

Refer to the Traffic Study for details on anticipated traffic impact. The development is not anticipated to generate traffic that exceeds the amount of traffic previously generated for the industrial development at this property. In addition, no changes are proposed to the adjacent railway and at grade crossings. Questions were raised from members of the community about the proximity of the development to the rail line. The development is not proposed to be any closer than the existing development to the railroad track, and much of the area adjacent to the track is proposed to be open space. There are two at grade crossings adjacent to the property. Per documents from the Federal Railroad Administration crossing inventory, 22 trains a day (on average) pass along the rail line adjacent to the property. Accident history at these crossing indicates a total of five accidents associated with the crossing have occurred since 1975, and no accident reports have been filed within the last decade<sup>5</sup>.

**5. The extent to which the relationship and compatibility of the proposed development is beneficial or adverse to adjacent properties and neighborhood:**

The proposal creates a moderate density residential development compared to the surrounding single-family and multi-family developments in the area, creating a transitional density on this property and providing additional housing stock in the City. The proposed development redevelops an industrial property--that no longer fits within this residential neighborhood and is near the commercial areas in downtown Des Plaines--and provides transit options to support the economic vitality of the area.

**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. Refer to the Real Property Tax Base Impact attachment provided by the petitioner.

**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 creates additional housing options for residents, which aligns with the housing goals and objectives of the Comprehensive Plan. It also redevelops an unoccupied industrial property in an area close to commercial and transit opportunities, which is promoted by the Comprehensive Plan.

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<sup>5</sup> Federal Railroad Administration Office of Safety Analysis – Crossing Inventory and Accident Reports for Crossings 689657J and 689658R - Revision Date 07/05/2023; accessed from <https://safetydata.fra.dot.gov/OfficeofSafety/PublicSite/Crossing/Crossing.aspx>

### **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 900 Graceland Avenue and 1217 Thacker Street.

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 Map Amendment and Tentative Planned Unit Development (PUD) at 900 Graceland Avenue and 1217 Thacker Street. 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 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 required front yard and minimum lot area; 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.

If the PZB recommends approval, staff recommends the following conditions for the Tentative PUD.

### **Conditions of Approval:**

1. In the event the property is sold, and a property owner desires to sell separate, fee-simple townhouse units, a Plat of Subdivision will be necessary to create separate lots and a Homeowner's Association or similar unified control entity must be established along with any covenants, conditions, and restrictions governing maintenance of common areas.
2. At time of submission for final subdivision and PUD plat, all public improvements must be noted on plans and all engineering comments addressed to the satisfaction of the Director of Public Works and Engineering.
3. At time of submission for final subdivision and PUD Plat, the landscape plan must be revised in the park area closest to Thacker Street between Laurel Avenue and the railroad track. Bushes and a semi- open fence (wrought iron or chain link) should be placed around the north corner of the proposed park to allow visibility for traffic from Thacker Street.

4. At time of final subdivision and PUD Plat, the photometric plan must be revised to include lighting at the entrances of both driveways. Any new lighting must be in conformance with Section 12-12-10 of the Zoning Ordinance.
5. Each townhouse unit shall have separate water and sanitary sewer services.
6. All electrical lines on the property must be installed underground.

Chair Szabo swore in Rolando Acosta, Attorney, Keith Lee, Architect with FitzGerald Architects and Javier Millan, KLOA representative.

Mr. Acosta presented an overview of the proposed project.

Mr. Lee reviewed the site design. The proposed development consists of 50 townhomes: 33 two-bedrooms and 17 three-bedrooms. All townhomes are three stories with an internal garage. Parking on the interior of the development limits the need for curb cuts. One curb cut aligns with the existing street across Thacker Street, which is Laurel Avenue. Because the townhomes are front facing there will be more 'eyes on the street'. A park is proposed for the north side of the property and parkway trees will be added along Graceland Avenue. Most of the material used is brick, with limited fiber cement. The façade is undulating with alternating colors and changing angled rooflines.

Mr. Millan explained that the traffic study was conducted in the morning and evening, at 10 locations, during the peak hours of 8:00-9:00 a.m. and 4:45-5:45 p.m. The study also included the railroad crossing at Graceland Avenue. During the morning peak hours, there were three crossing events. During evening peak hours there were four railroad crossing events. Traffic did not back up beyond Laurel Avenue in the morning but did once in the evening for a duration of 45 seconds.

Mr. Acosta highlighted the proposal. There are few sites available for such a proposal. This proposal meets the Comprehensive plan goals for differentiated housing. Building to the R-3 with 11' less building height than that code would allow and with a reduction of the required lot square footage. If the park could be included – and it can't because it's a separate subdivision – it would be just 2% less than the requirement of square footage space. The current improvements are almost all building and pavement. They are providing the park, plus publicly available improvements such as a bump out pedestrian crossing on Thacker Street that includes signage with flashing lights, replacement light with buried electric on Graceland Avenue, among other improvements planned. The 113 parking spaces meet all the City of Des Plaines requirements.

Member Weaver questioned how long the developer will be involved once the project is completed. Mr. Acosta explained that the petitioner plans to build and own the development. The development will be managed by a third-party property management company after construction is complete.

Senior Planner Redman highlighted items from a slide presentation.

Mr. Millan answered questions asked by Member Catalano.

Member Veremis asked if the apartments at Graceland Avenue and Webford Avenue were considered in the traffic study. Mr. Acosta responded that the development was not included specifically, because they were not aware of it, but the study does factor in additional traffic generated by future projects.

John Jossund, 926 S. Graceland Avenue, is a representative of Owl Lumber located next to the proposed development and has been at that location for 34 years. Mr. Jossund is concerned that residents may complain about the noise from the lumber company. There is a dust collector that sounds like a jet engine in the morning.

Rick Wilson, 1340 E. Walnut Avenue, opposes the development for two reasons: density and traffic. Mr. Wilson asked if the pedestrian bump out on Thacker Avenue will cause loss of a traffic lane. Ms. Redman responded that it would not and reviewed the exhibit on the slide.

Oscar Hernandez, 1095 Oakwood, does not feel that the traffic study is accurate. The study addresses the Metra trains, but not the freight trains that back up traffic. Mr. Hernandez addressed speeding in the area and does not believe that renters have the same at stake as an owner.

Hannah Pair, 774 Arlington Avenue, provided videos of the trains to staff and explained that there is a loud noise when the train goes over the crossing. Ms. Pair also expressed concern over a transformer that is located too close to the buildings, pet owners not picking up after their pets, and requested a sign be erected on the corner for a pedestrian crossing.

Govana Baig, 880 Lee, stated that she understands that noise is always a challenge for the builder, however particular material and landscaping can be used to minimize the sound. She approves of the development; townhomes typically attract middle-class families with jobs, not short-term renters.

Mary Scanlon, 828 Graceland, is concerned about the additional traffic and the fact that the units are rentals. Ms. Scanlon would prefer a development geared towards senior citizens and believes that the traffic study is inaccurate. The crossings are closed for more than 51 seconds when a Metra train passes the crossing.

Joe Weber, 944 Margaret Street, would like the Planning and Zoning Board to consider more open space as further developments come into the City.

Ahmed Kadir, 880 Lee Street, approves the project because of the law of supply and demand and the stability to property taxes. Less restrictive zoning in the past has made Des Plaines more affordable than our neighboring towns. Mr. Kadir believes they should continue to allow these projects and ignore the vocal minority. This proposed development decreased from 100 down to 50 units already, lessening the traffic.

Francine Grossi, 1591 E Thacker, requested the website address for this project. Ms. Redman informed the public that if anyone has a comment to please send her an email or enter it through the public input form on [desplaines.org/contourplace](http://desplaines.org/contourplace). All comments go directly to staff so the comments will be incorporated with staff review and included in the PZB staff report packet.

Mr. Acosta responded to the questions from the public. The traffic study showed that there will be 38 fewer vehicular trips in the morning, 56 fewer in the afternoon, 242 trips fewer in a week than if Contour Saws reopened, or if there was another commercial/industrial use at the location. A greenbelt and a fence will separate the townhomes from Owl Lumber.

Mr. Millan explained that this project will produce 50% less traffic during the peak hours and 35-40% less on a daily basis than it would be for industrial or commercial use. No accidents are reported from 2018 to 2022 at Thacker Street and Laurel Avenue. Unfortunately determining traffic from freight trains is difficult since they are not on a time schedule. Only Metra trains were included as part of the traffic study.

Member Saletnik asked what the size of a condo was in the initial plan compared to the new townhome proposal. Barry Sidel, Petitioner, was sworn in. The original plan was comprised of 122 apartments of 800-900 square feet and a 4-5 story building. The townhouses have an average size of 2,000-2,200 square feet including the garage. The monthly rent is \$3,800 to \$4,000. A property management company will take care of the property. Mr. Sidel is looking for long-term renters; it costs too much to be without a tenant.

Member Saletnik would like the interiors reworked. He has concerns with the master bedroom being too small and a lack of storage.

Member Veremis said the townhomes that she's recently toured are similar, not very large, and that this is common in the market right now.

Mr. Sidel responded that this is the same layout as an apartment of that size. The pricing has to be matched with square footage. If there is more square footage, then the cost will go up. These are priced and designed for the market, but he will take these concerns into account and discuss this with his architect.

**A motion was made by Board Member Weaver, seconded by Board Member Catalano pursuant to Section 12-3-7.E of the Zoning Ordinance to recommend approval to the City Council a Map Amendment for 900 Graceland Avenue and 1217 Thacker Street.**

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

NAYES: None

ABSENT: Fowler

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

**A motion was made by Board Member Weaver, seconded by Board Member Catalano pursuant to Section 12-3-5.E. of the Zoning Ordinance to recommend approval to the City Council a Conditional Use for a Preliminary PUD, with exceptions for minimum required front yard and minimum lot area with the conditions in the staff report.**

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

NAYES: None

ABSENT: Fowler

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

**A motion was made by Board Member Weaver, seconded by Board Member Catalano pursuant to Section 13-2-2 of the Subdivision Regulations to approve the Tentative Plat of Subdivision**

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

NAYES: None

ABSENT: Fowler

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

**CITY OF DES PLAINES**

**ORDINANCE Z - 33 - 23**

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT AND A PRELIMINARY PLANNED UNIT DEVELOPMENT PLAT FOR 900 GRACELAND AVENUE AND 1217 THACKER STREET (CASE #23-039-MAP-PUD-SUB).**

---

**WHEREAS**, Luz and Associates #1, LLC ("**Developer**") is the contract purchaser of that parcel of real property commonly known as 900 Graceland Avenue and 1217 Thacker Street, Des Plaines, Illinois ("**Development Parcels**") which is located on the southwest corner of the intersection of Graceland Avenue and Thacker Street; and

**WHEREAS**, the Development Parcels is currently improved with a manufacturing building and associated surface parking lot; and

**WHEREAS**, the Developer desires to develop a residential planned development consisting of 50 townhouses ("**Proposed Development**") on the Development Parcels; 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 Parcels 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 October 24, 2023, pursuant to publication in the *Des Plaines Journal* on October 4, 2023; and

**WHEREAS**, notice of the public hearing was mailed to all property owners within 500 feet of the Development Parcels; 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 recommend approval of 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 October 25, 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, the Proposed Preliminary Plat of PUD, and the Proposed PUD Exceptions.

**SECTION 2. LEGAL DESCRIPTION OF THE DEVELOPMENT PARCELS.** The Development Parcels are legally described as:

THAT PART OF LOTS 1 THROUGH 5 (ALL INCLUSIVE) IN BLOCK 9 IN DES PLAINES MANOR TRACT 1, BEING A SUBDIVISION IN SECTIONS 17 AND 20 IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEROF RECORDED JULY 14, 1911, TOGETHER WITH THAT PART OF LOTS 1 THROUGH 6 IN BLOCK 6 IN PARSON AND LEE'S ADDITION TO THE TOWN OF DES PLAINES, BEING A SUBDIVISION OF LOTS 72 TO 74 (BOTH INCLUSIVE) AND 174 TO 177, (BOTH INCLUSIVE) IN THE TOWN OF DES PLAINES, PART OF THE SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AT THE NORTHEASTERLY MOST CORNER OF SAID LOT 1 IN BLOCK 6 IN PARSON AND LEE'S ADDITION TO THE TOWN OF DES PLAINES; SAID POINT ALSO KNOWN AS THE INTERSECTION OF THE WESTERLY LINE OF GRACELAND



AVENUE AND THE SOUTHERLY LINE OF THACKER STREET (ALSO KNOWN AS DEMPSTER AVENUE); THENCE SOUTH 30 DEGREES 38 MINUTES 48 SECONDS WEST ALONG THE WESTERLY LINE OF AFORESAID GRACELAND AVENUE (ALSO KNOWN AS THE EASTERLY LINE OF BLOCK 6 AFORESAID, A DISTANCE OF 517.56 FEET TO A POINT; SAID BEING ON THE NORTHERLY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAUTE STE. MARIE RAILROAD (FORMERLY THE WISCONSIN CENTRAL RAILROAD); THENCE NORTH 14 DEGREES 53 MINUTES 22 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 735.44 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AFORESAID THACKER STREET; THENCE NORTH 87 THACKER STREET, A DISTANCE OF 6.96 FEET TO A POINT; THENCE SOUTH 59 DEGREES 15 MINUTES 41 SECONDS EAST, ALONG THE AFORESAID SOUTHEASTERLY LINE OF THACKER STREET (ALSO KNOWN AS THE EASTERLY LINE OF SAID BLOCK 9), A DISTANCE OF 519.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINS: 09-20-105-016, 09-20-105-017, 09-20-105-020, 09-20-105-021, 09-20-105-022, 09-20-105-023, 09-20-105-024, 09-20-105-045, 09-20-203-006

Commonly known as 900 Graceland Avenue and 1217 Thacker Street

**SECTION 3. APPROVAL OF PROPOSED MAP AMENDMENT.** 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 Map Amendment to rezone the Development Parcels from the M-2 District to the R-3 District is hereby approved.

**SECTION 4. APPROVAL OF PROPOSED PRELIMINARY PLAT OF PUD.** Pursuant to Section 12-3-5 of the Zoning Ordinance, the City Council hereby approves the Proposed Preliminary Plat of PUD for the Development Parcels, which consists of the following plans:

- A. "Preliminary Planned Unit Development Plat," consisting of two sheets, prepared by Eriksson Engineering Associates, Ltd., and with a latest revision date of May 30, 2023;
- B. "Graceland and Thacker Architectural Plans," consisting of eleven sheets, prepared by Fitzgerald, and with a latest revision date of October 2, 2023; and
- C. "Landscape Plan Site A," consisting of four sheets, prepared by Eriksson Engineering Associates, Ltd., and with a latest revision date of May 8, 2023; and

D. "Site A R3 Photometric Plan," consisting of thirty-two sheets, prepared by Paramount EO Electrical Supplies and Services, and with a latest revision date of October 2, 2023; and

E. "Graceland & Thacker Residential Community Engineering Plans," consisting of four sheets, prepared by Eriksson Engineering Associates, Ltd., and with a latest revision date of May 30, 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, two exceptions to the bulk regulations of the R-3 Townhouse District: (1) to permit a minimum lot area of 2,608 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 front yard setback of 12 feet where a minimum front yard setback of 25 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:

1. In the event the property is sold, and/or a property owner desires to sell separate, fee-simple townhouse units, a Plat of Subdivision will be necessary to create separate lots and a Homeowner's Association, or similar unified control entity must be established along with any covenants, conditions, and restrictions governing maintenance of common areas.

2. At time of submission for final subdivision and PUD plat, all public improvements must be noted on plans and all engineering comments addressed to the satisfaction of the Director of Public Works and Engineering.

3. At time of submission for final subdivision and PUD Plat, the landscape plan must be revised in the park area closest to Thacker Street between Laurel Avenue and the railroad track. Bushes and a semi-open fence (wrought iron or chain link) should be placed around the north corner of the proposed park to allow visibility for traffic from Thacker Street.

4. At time of final subdivision and PUD Plat, the photometric plan must be revised to include lighting at the entrances of both driveways. Any new lighting must be in conformance with Section 12-12-10 of the Zoning Ordinance.

5. Each townhouse unit shall have separate water and sanitary sewer services.

6. All electrical lines on the property must be installed underground.

7. The Petitioner shall enter into a Subdivision and Development Agreement memorializing its obligations to develop the Development Parcels in full compliance with the City's Zoning Ordinance, Subdivision Regulations, building codes and regulations, and the conditions set forth in this Ordinance as well as any other entitlements granted by the City.

**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 its passage and publication in pamphlet form in the manner required by law.

**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**

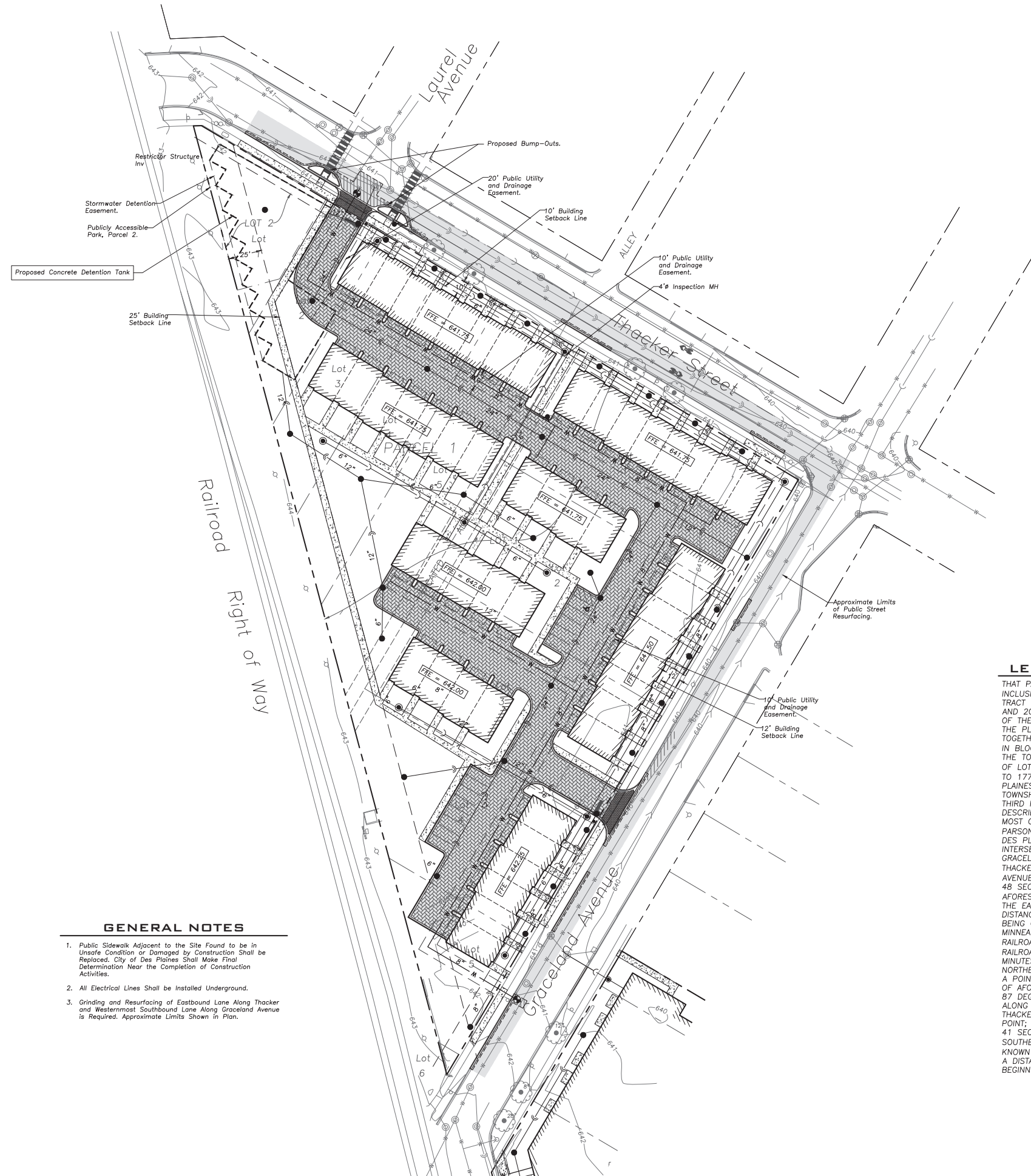
Published in pamphlet form this  
\_\_\_\_\_ day of\_\_\_\_\_, 2023.

Approved as to form:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
Peter M. Friedman, General Counsel

# PRELIMINARY PLANNED UNIT DEVELOPMENT PLAT



LEGEND	
EXISTING	PROPOSED
⊙	Manhole
⊕	Catch Basin
□	Inlet
△	Area Drain
○	Clean Out
⊞	Flared End Section
—	Storm Sewer
—	Sanitary Sewer
—	Water Main
—	Gas Line
—	Overhead Wires
—	Electrical Cable (Buried)
—	Telephone Line
⊕	Fire Hydrant
⊕	Valve Vault
⊕	Buffalo Box
⊕	Downspout
⊕	Bollard
⊕	Gas Valve
⊕	Gas Meter
⊕	Electric Meter
⊕	ComEd Manhole
⊕	Hand Hole
⊕	Light Pole
⊕	Light Pole w/ Mast Arm
⊕	Utility Pole
⊕	Telephone Pedestal
⊕	Telephone Manhole
⊕	Sign
⊕	Fence
⊕	Accessible Parking Stall
⊕	Curb & Gutter
⊕	Depressed Curb
⊕	Curb Elevation
⊕	Gutter Elevation
⊕	Pavement Elevation
⊕	Sidewalk Elevation
⊕	Ground Elevation
⊕	Top of Retaining Wall Elevation
⊕	Swale
⊕	Contour Line
⊕	Deciduous Tree
⊕	Coniferous Tree
⊕	Brushline
⊕	Tree Protection Fencing at Drip Line

### LEGAL DESCRIPTION

THAT PART OF LOTS 1 THROUGH 5 (ALL INCLUSIVE) IN BLOCK 9 IN DES PLAINES MANOR TRACT 1, BEING A SUBDIVISION IN SECTIONS 17 AND 20 IN TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911, TOGETHER WITH THAT PART OF LOTS 1 THROUGH 6 IN BLOCK 6 IN PARSON AND LEE'S ADDITION TO THE TOWN OF DES PLAINES, BEING A SUBDIVISION OF LOTS 72 TO 74, (BOTH INCLUSIVE) AND 174 TO 177, (BOTH INCLUSIVE), IN THE TOWN OF DES PLAINES AND PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS DESCRIBED BY BEGINNING AT THE NORTHEASTERLY MOST CORNER OF SAID LOT 1 IN BLOCK 6 IN PARSON AND LEE'S ADDITION TO THE TOWN OF DES PLAINES; SAID POINT ALSO KNOWN AS THE INTERSECTION OF THE WESTERLY LINE OF GRACELAND AVENUE AND THE SOUTHERLY LINE OF THACKER STREET (ALSO KNOWN AS DEMPSTER AVENUE); THENCE SOUTH 30 DEGREES 38 MINUTES 48 SECONDS WEST ALONG THE WESTERLY LINE OF AFORESAID GRACELAND AVENUE (ALSO KNOWN AS THE EASTERLY LINE OF BLOCK 6 AFORESAID, A DISTANCE OF 517.56 FEET TO A POINT; SAID BEING ON THE NORTHERLY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULTE STE. MARIE RAILROAD (FORMERLY THE WISCONSIN CENTRAL RAILROAD); THENCE NORTH 14 DEGREES 53 MINUTES 22 SECONDS WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 735.44 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AFORESAID THACKER STREET; THENCE NORTH 87 DEGREES 36 MINUTES 07 SECONDS EAST ALONG THE SOUTHERLY LINE OF AFORESAID THACKER STREET, A DISTANCE OF 5.96 FEET TO A POINT; THENCE SOUTH 59 DEGREES 15 MINUTES 41 SECONDS EAST, ALONG THE AFORESAID SOUTHEASTERLY LINE OF THACKER STREET (ALSO KNOWN AS THE EASTERLY LINE OF SAID BLOCK 9), A DISTANCE OF 519.88 FEET TO A POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### SITE DETAILS

- Total of Forty-five (45) 3-story THS with 2-car garage:**
- Type I: Twenty-nine (29) at 22' x 38'
  - Type II: Sixteen (16) at 20' x 38'
- 16 guest outdoor parking stalls (1 guest parking required per 4 townhomes, i.e. 11 guest parking required)

### LOT AREA SUMMARY

TOTAL SITE AREA	136,588 SF (3.13 Ac)
LOT 1	130,418 SF (2.99 Ac)
LOT 2 (Park)	6,170 SF (0.14 Ac)

### GENERAL NOTES

- Public Sidewalk Adjacent to the Site Found to be in Unsafe Condition or Damaged by Construction Shall be Replaced. City of Des Plaines Shall Make Final Determination Near the Completion of Construction Activities.
- All Electrical Lines Shall be Installed Underground.
- Grinding and Resurfacing of Eastbound Lane Along Thacker and Westernmost Southbound Lane Along Graceland Avenue is Required. Approximate Limits Shown in Plan.



145 COMMERCE DRIVE, SUITE A  
GRAYSLAKE, ILLINOIS 60030  
PHONE (847) 223-4804  
FAX (847) 223-4864  
EMAIL: INFO@EEA-LTD.COM  
PROFESSIONAL DESIGN FIRM  
LICENSE NO. 184-003220  
EXPIRES: 04/30/2025

## GRACELAND & THACKER RESIDENTIAL COMMUNITY GRACELAND & THACKER DES PLAINES, ILLINOIS

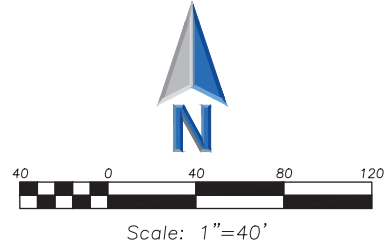
Reserved for Seal:

No.	Date	Description
05/22/23		ISSUE FOR VILLAGE SUBMITTAL
06/30/23		ISSUED FOR PZB
07/18/23		ISSUED FOR PZB
08/22/23		ISSUED FOR PZB
08/31/23		ISSUED FOR PZB
09/15/23		ISSUED FOR PZB
10/02/23		ISSUED FOR PZB

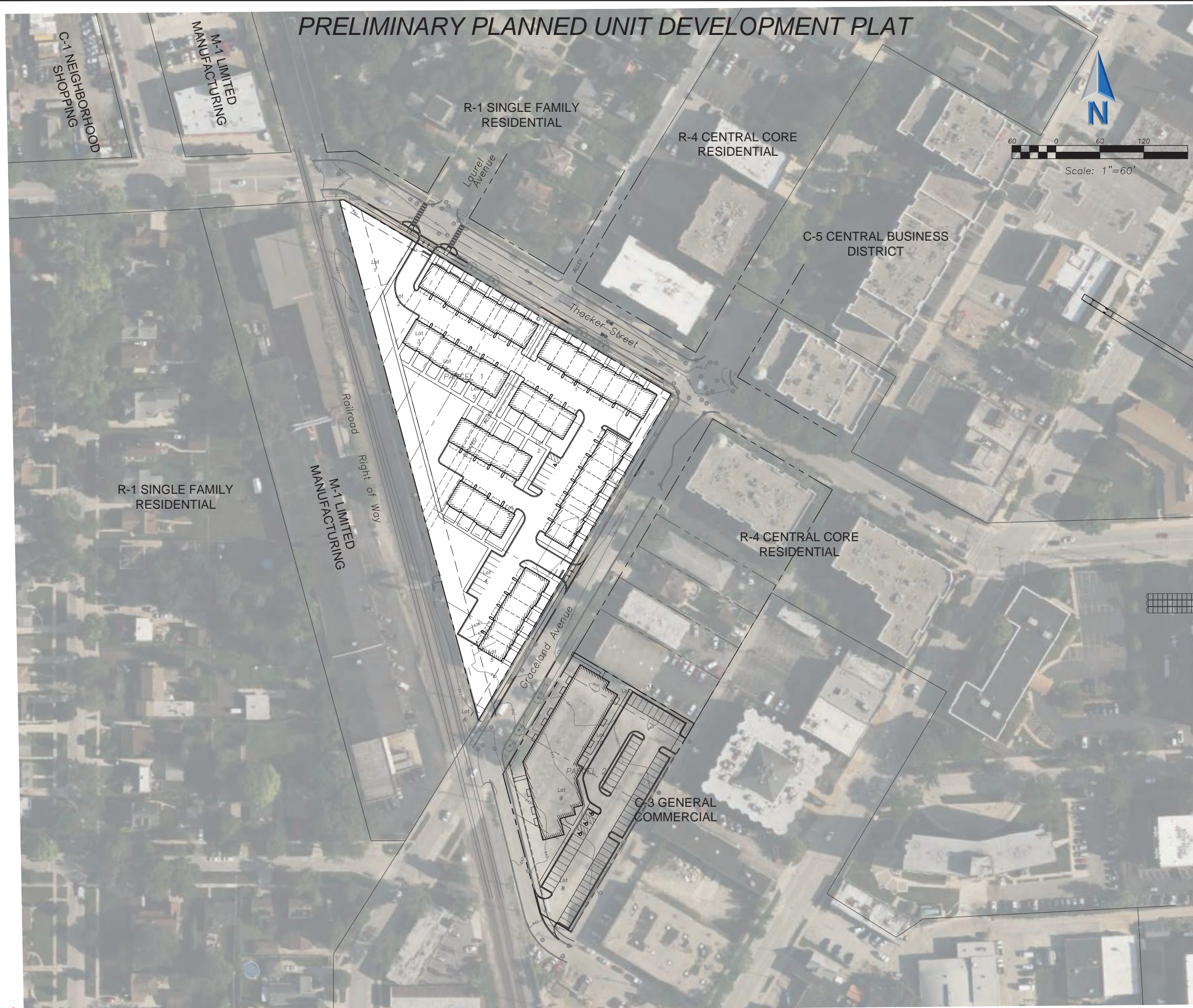
Design By: CS Approved By: CMF Date: 05/30/23

### PRELIMINARY PUD PLAT

Sheet No:  
**1 of 2**



EEA - P:\23116 - Luz Associates - Graceland & Thacker\Drawings\Graceland Thacker - Plat of Consolidation Linework.dwg  
Plotted: 10/02/23 @ 8:41pm By: cfish




**ERIKSSON  
ENGINEERING  
ASSOCIATES, LTD.**

145 COMMERCE DRIVE, SUITE A  
 GRAYSLAKE, ILLINOIS 60030  
 PHONE (847) 223-4804  
 FAX (847) 223-4864  
 EMAIL: INFO@EEA-LTD.COM  
 PROFESSIONAL DESIGN FIRM  
 LICENSE NO. 184-003220  
 EXPIRES: 04/30/2025

**GRACELAND & THACKER  
RESIDENTIAL COMMUNITY**  
 GRACELAND & THACKER  
 DES PLAINES, ILLINOIS

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08/22/23		ISSUED FOR PZB
08/31/23		ISSUED FOR PZB
09/15/23		ISSUED FOR PZB
10/02/23		ISSUED FOR PZB

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 CONSENT OF ERIKSSON ENGINEERING ASSOCIATES, LTD.

Design By: CS      Approved By: CMF      Date: 05/30/23

Sheet Title:  
**PRELIMINARY  
PUD PLAT**

Sheet No:  
**2 of 2**



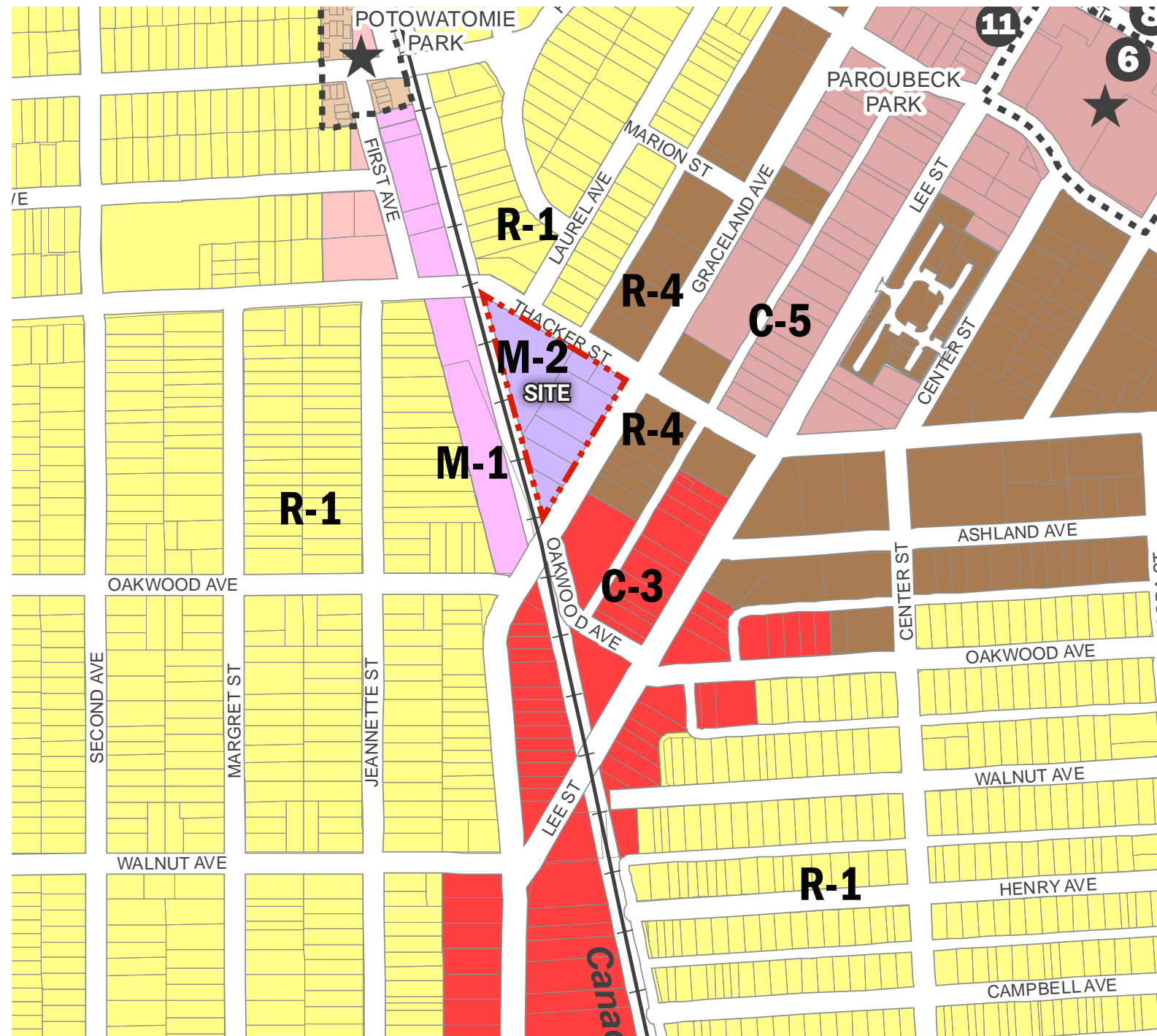
Owner/Developer:  
Luz and Associates #1 LLC

Architect:  
**FitzGerald**  
Exhibit A

**Graceland and Thacker**  
Des Plaines, Illinois

Issued for PZB Hearing Application | October 02, 2023

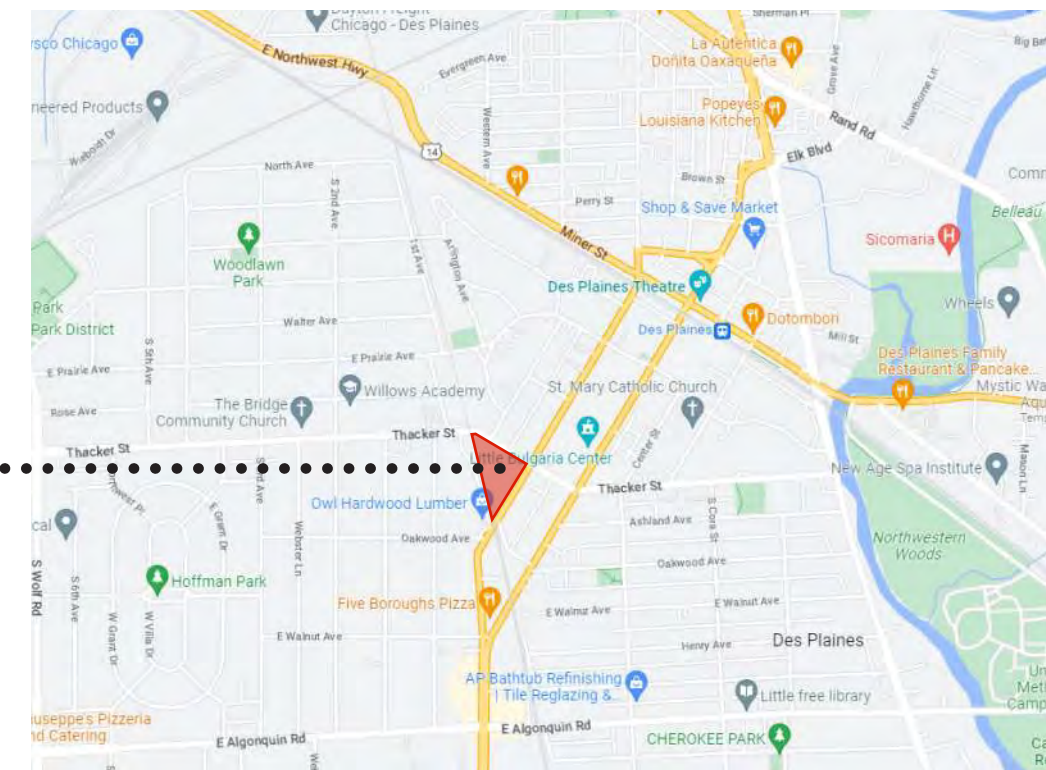




**ZONING MAP**

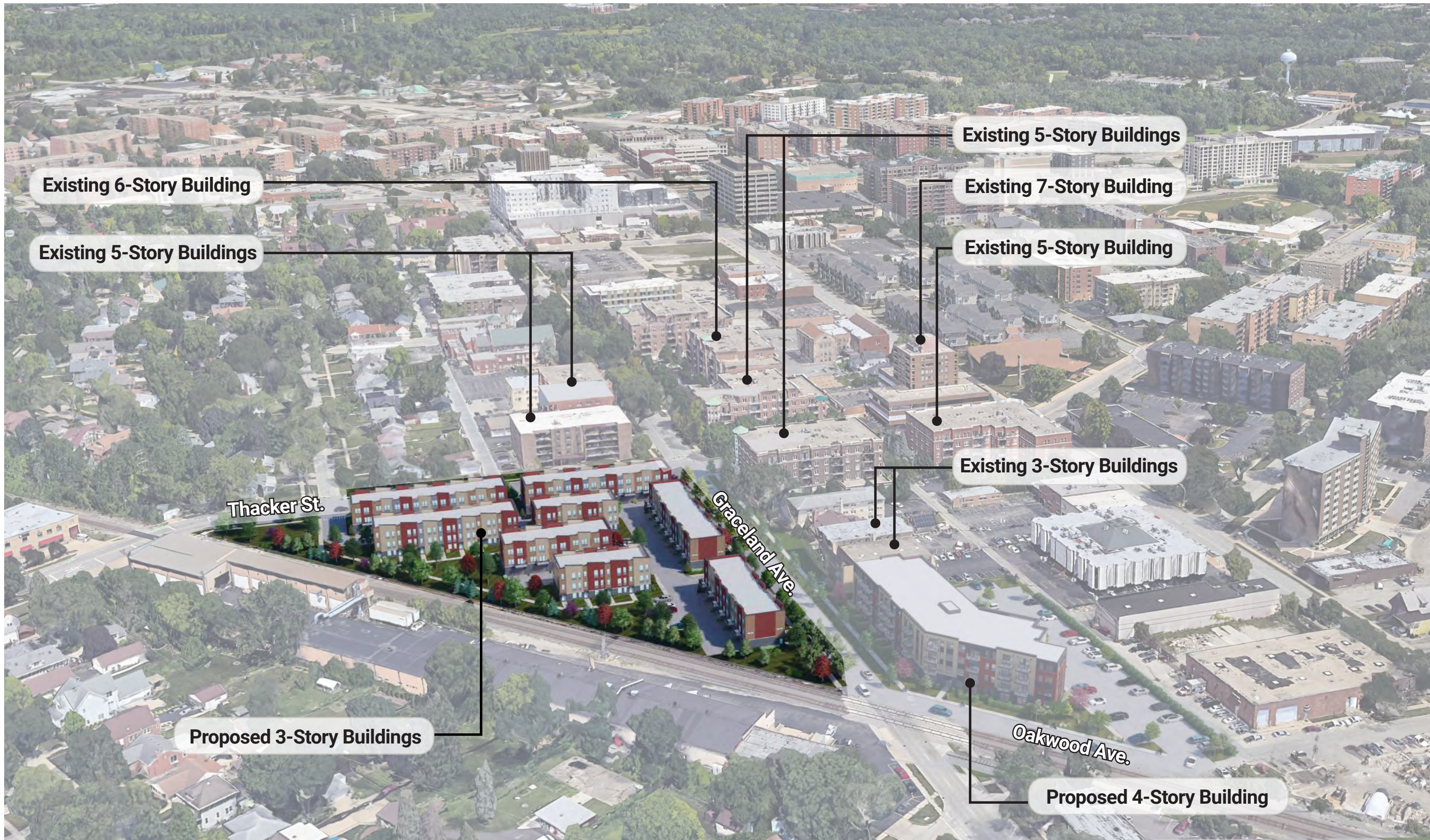
- Single Family Residential**
  - R-1 Single Family Residential
- Multi Family Residential**
  - R-2 Two Family Residential
  - R-3 Townhouse Residential
  - R-4 Central Core Residential
  - M-H Mobile Home
- Commercial**
  - C-1 Neighborhood Shopping
  - C-2 Limited Office Commercial
  - C-3 General Commercial
  - C-4 Regional Shopping
  - C-5 Central Business
  - C-6 Casino District
  - C-7 High Density Campus Commercial
- Manufacturing**
  - M-1 Limited Manufacturing
  - M-2 General Manufacturing
  - M-3 Special Manufacturing
- Other**
  - Planned Unit Development
- Institutional**
  - I-1 Institutional

**PROJECT SITE**



**LOCATION MAP**





Existing 6-Story Building

Existing 5-Story Buildings

Existing 5-Story Buildings

Existing 7-Story Building

Existing 5-Story Building

Existing 3-Story Buildings

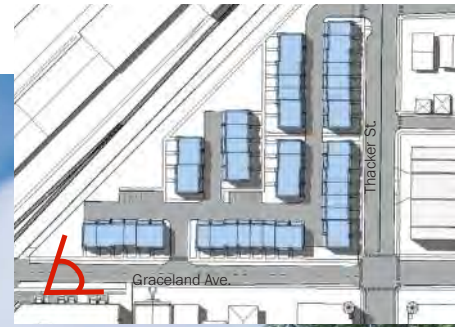
Thacker St.

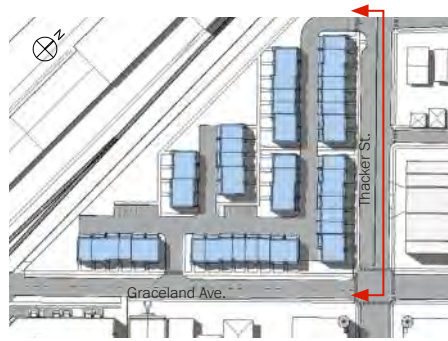
Graceland Ave.

Proposed 3-Story Buildings

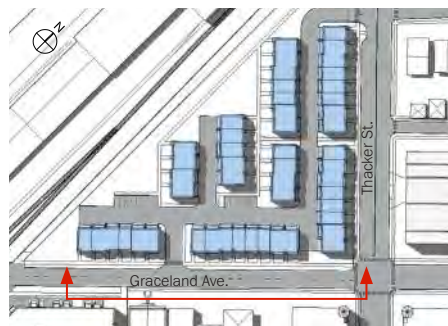
Oakwood Ave.

Proposed 4-Story Building

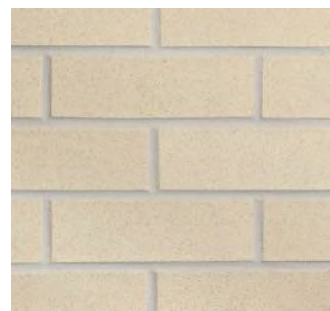




THACKER ST. STREET ELEVATION



GRACELAND AVE. STREET ELEVATION



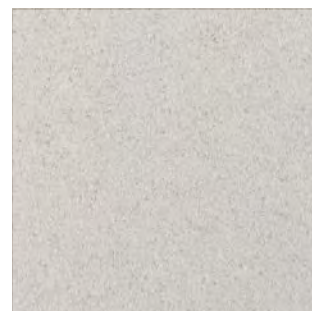
① **Face Brick**



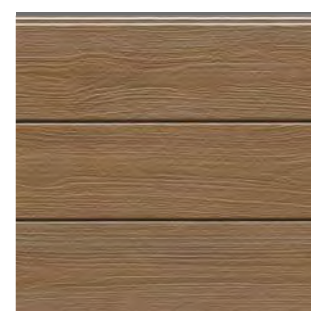
② **Face Brick**



③ **Face Brick**



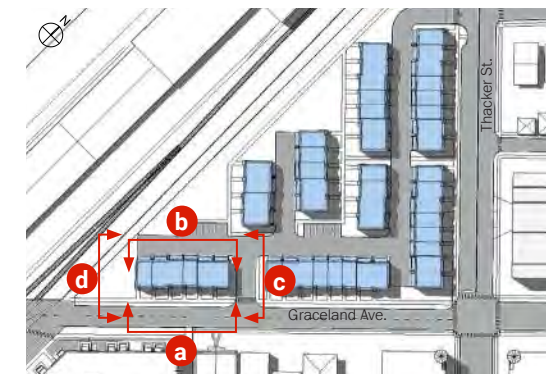
④ **Cast Stone**



⑤ **Fiber Cement Panel**



⑥ **Fiber Cement Panel**



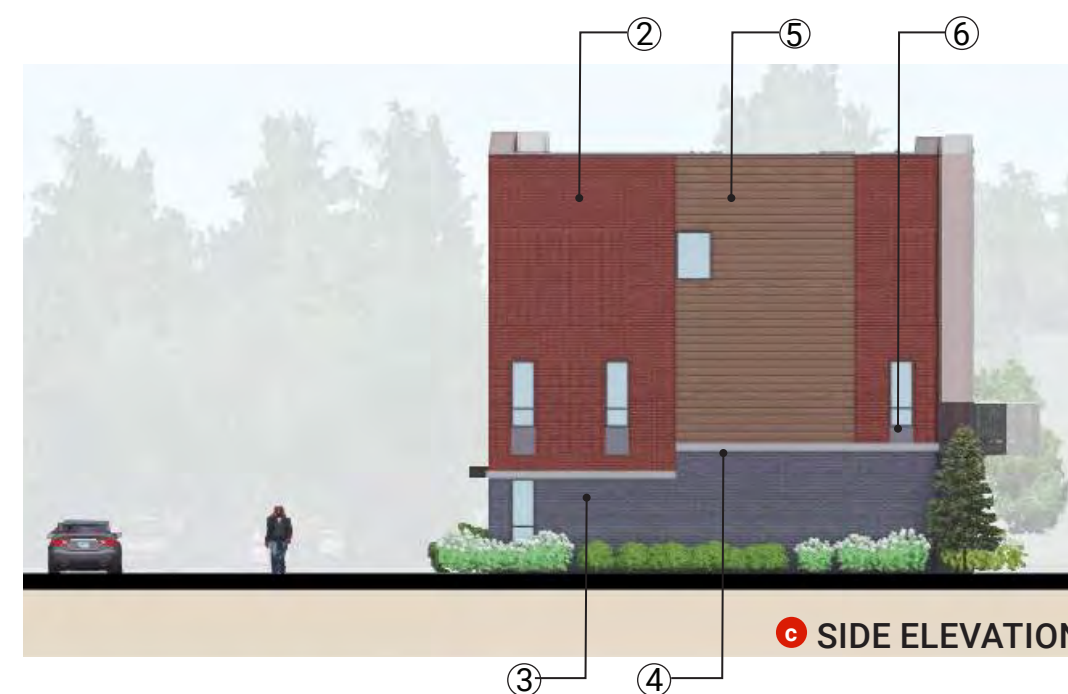
**b** BACK ELEVATION



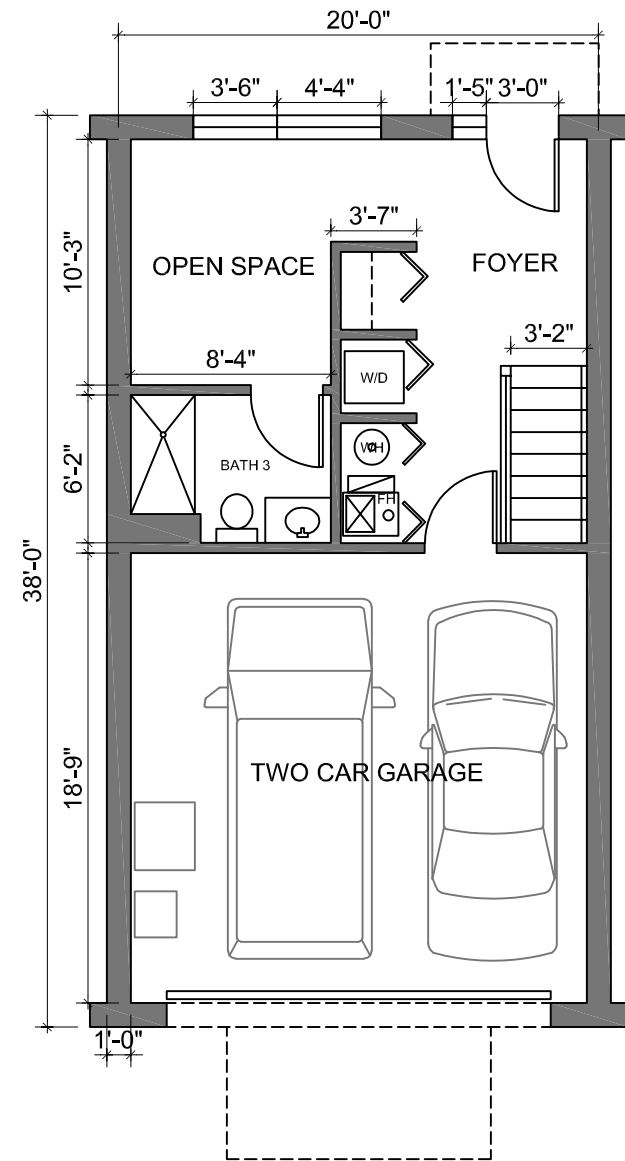
**d** SIDE ELEVATION



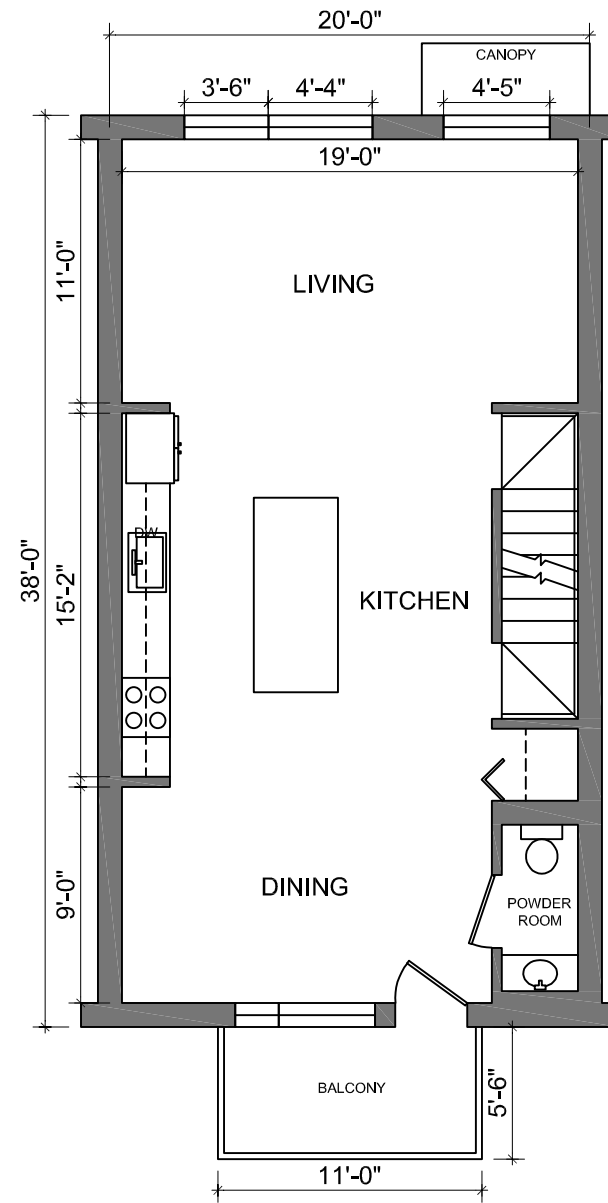
**a** FRONT ELEVATION



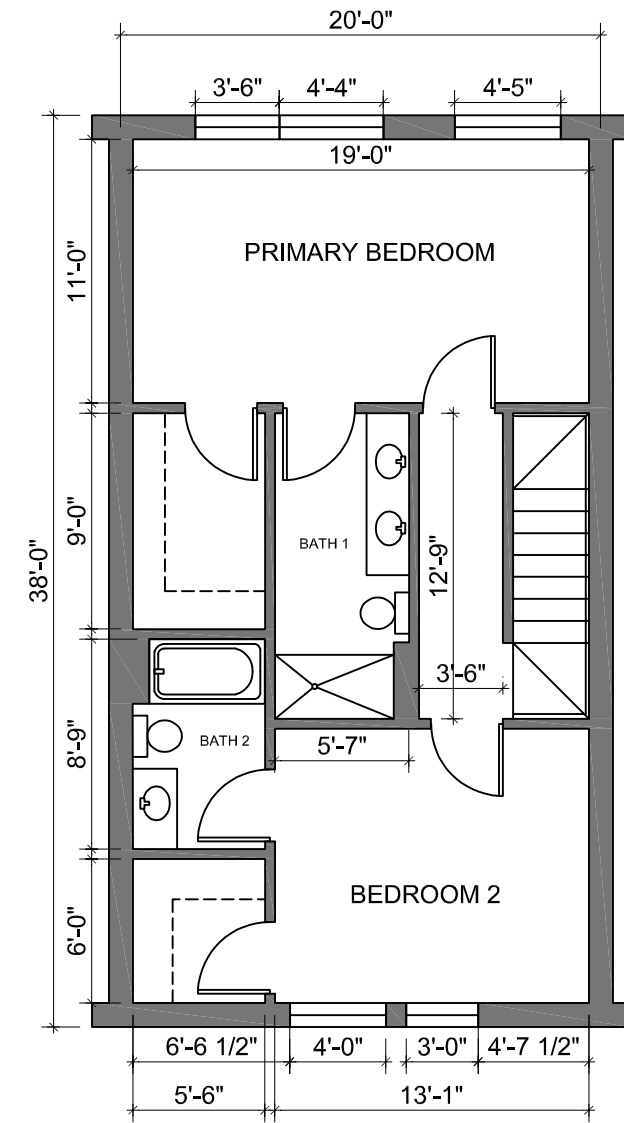
**c** SIDE ELEVATION



FIRST FLOOR PLAN

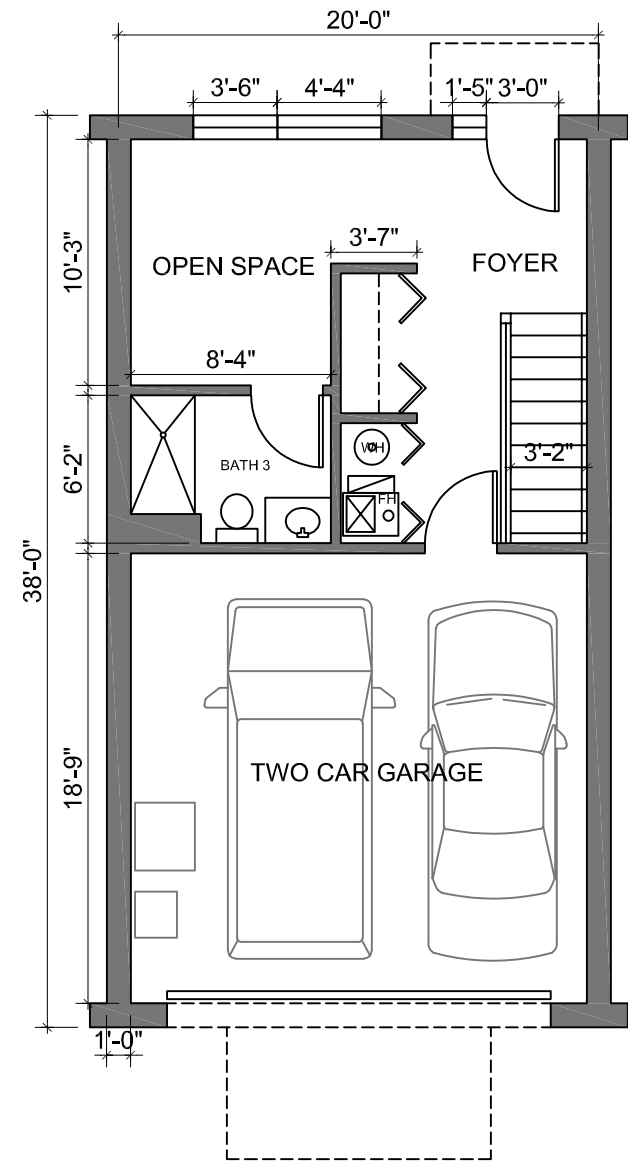


SECOND FLOOR PLAN

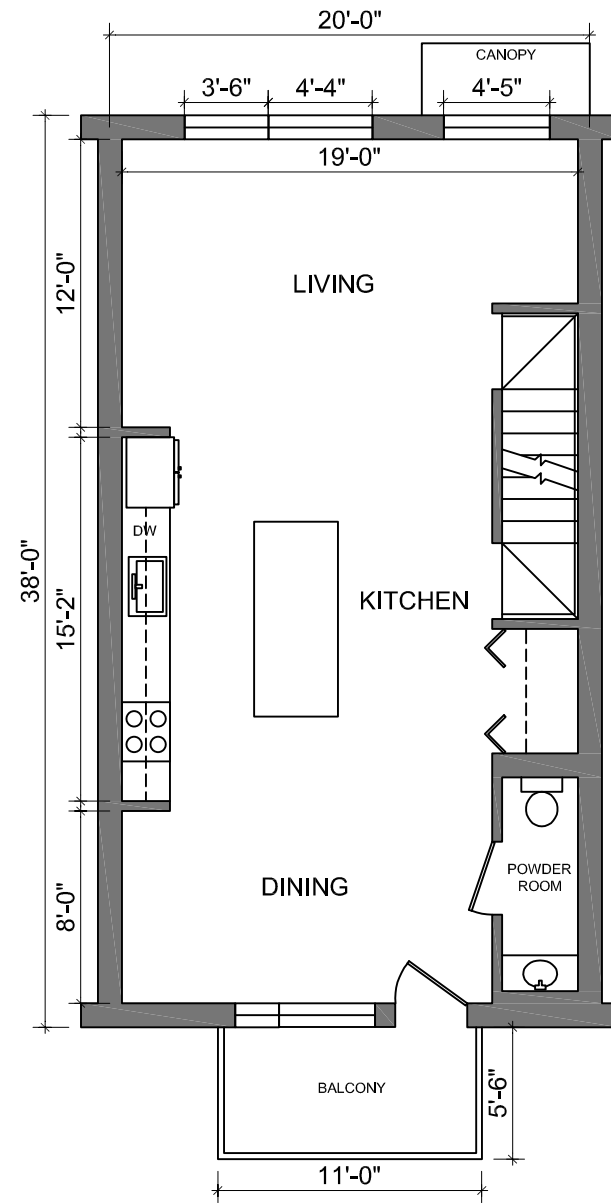


THIRD FLOOR PLAN

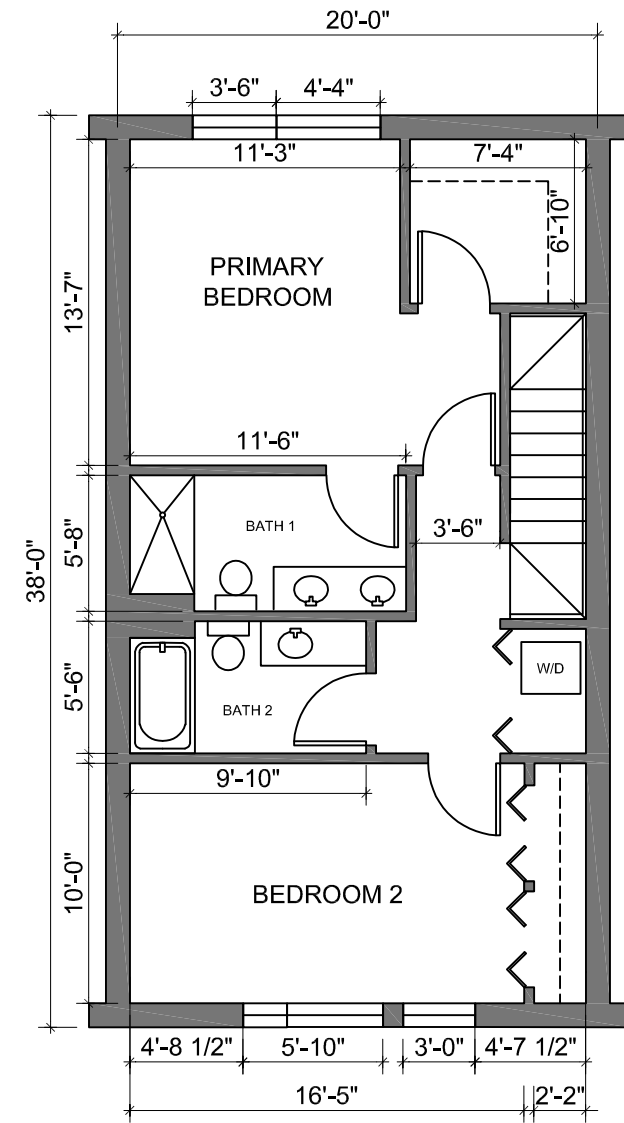
Townhome Floor Plans - 2 Bedroom Option 1



FIRST FLOOR PLAN



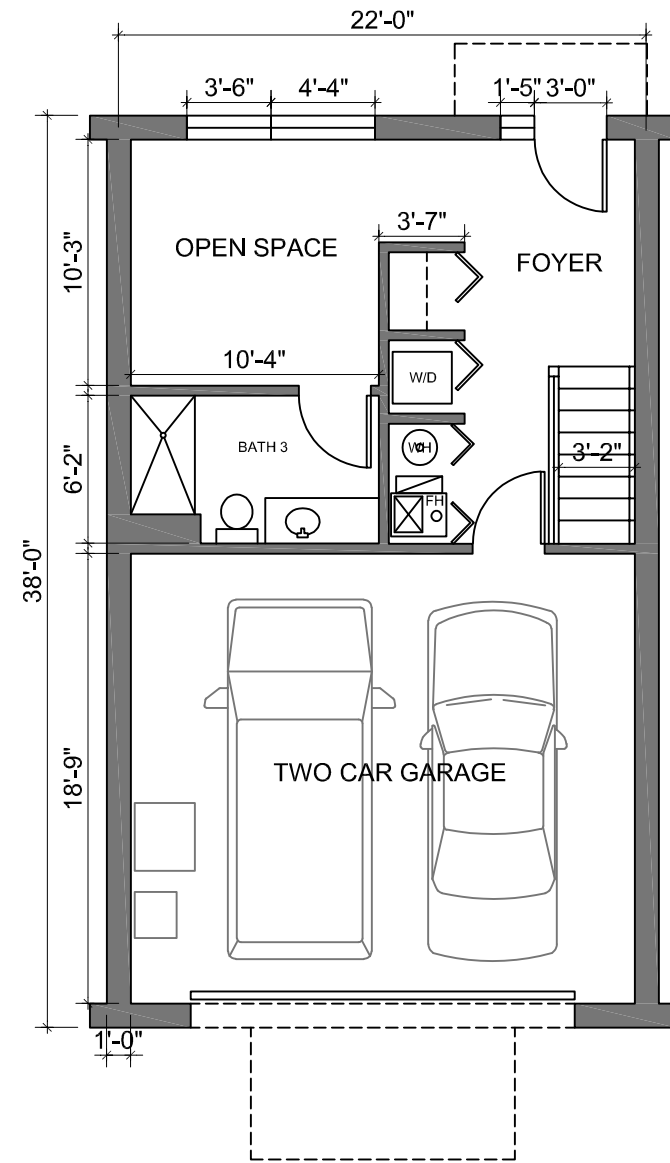
SECOND FLOOR PLAN



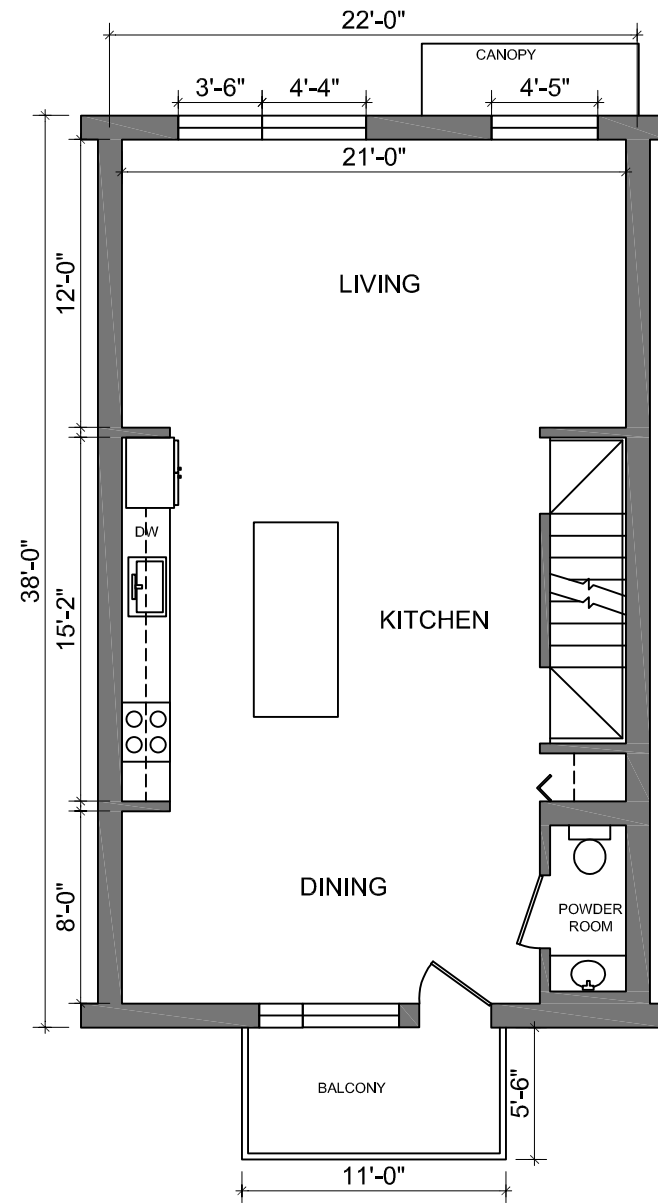
THIRD FLOOR PLAN

Townhome Floor Plans - 2 Bedroom Option 2

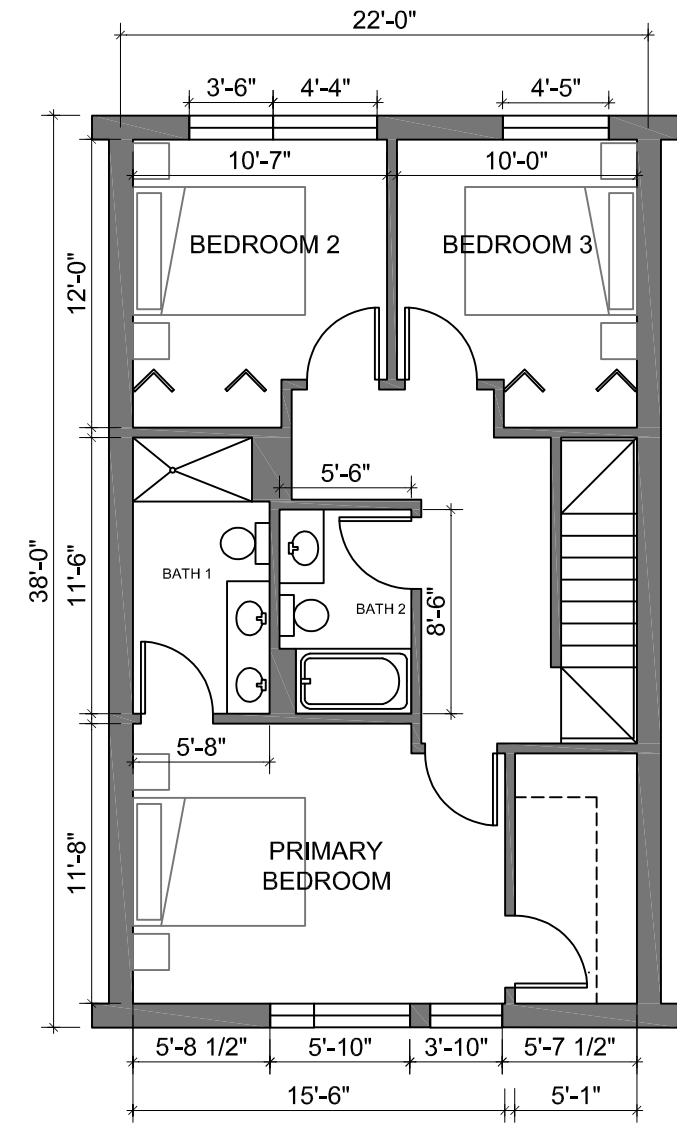




FIRST FLOOR PLAN

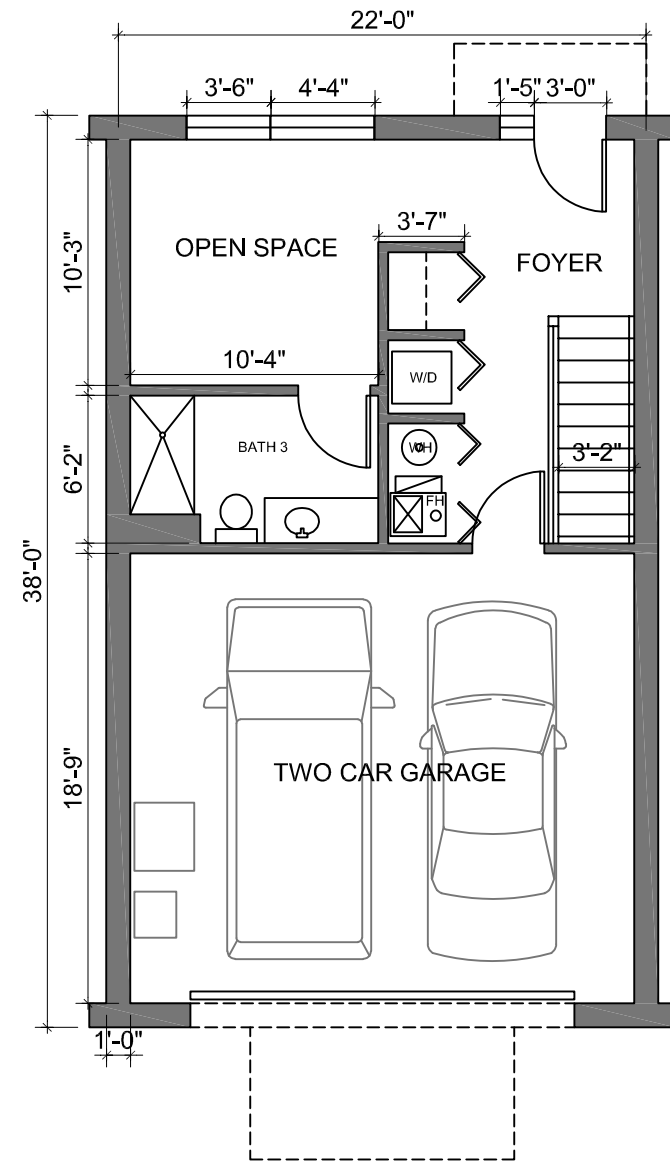


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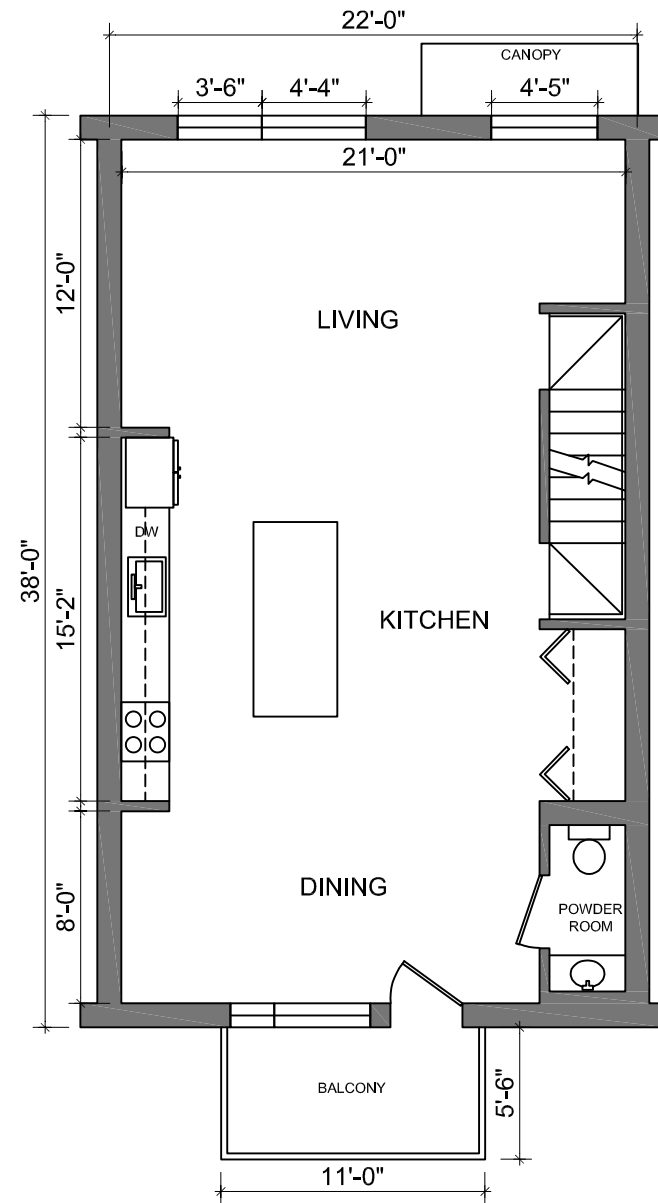


THIRD FLOOR PLAN

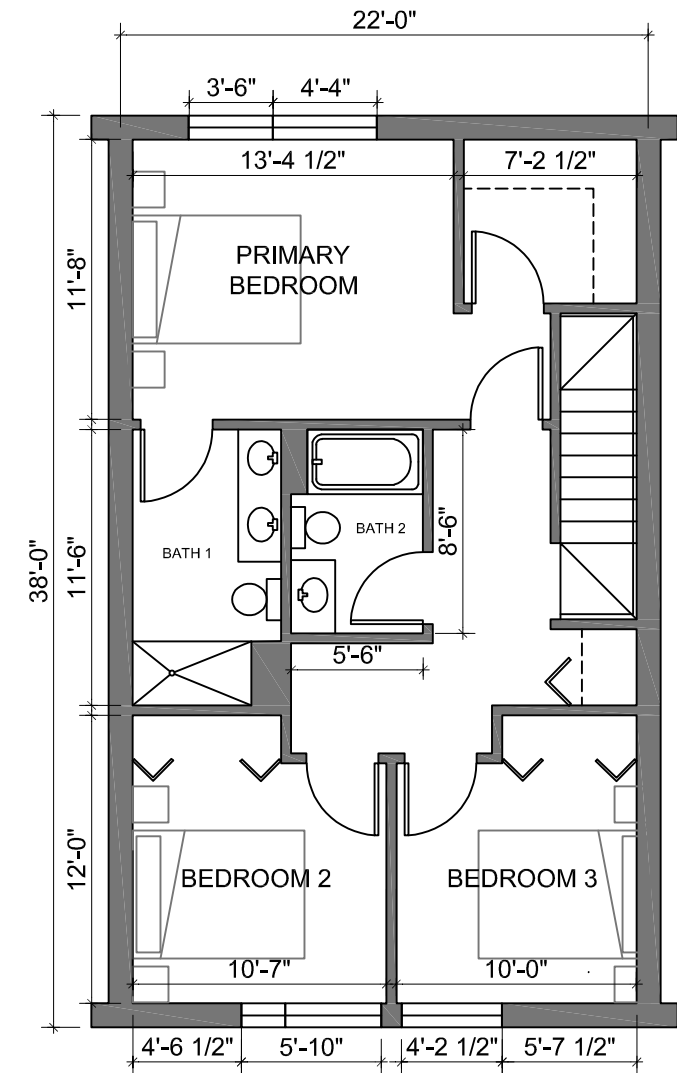
Townhome Floor Plans - 3 Bedroom Option 1



FIRST FLOOR PLAN

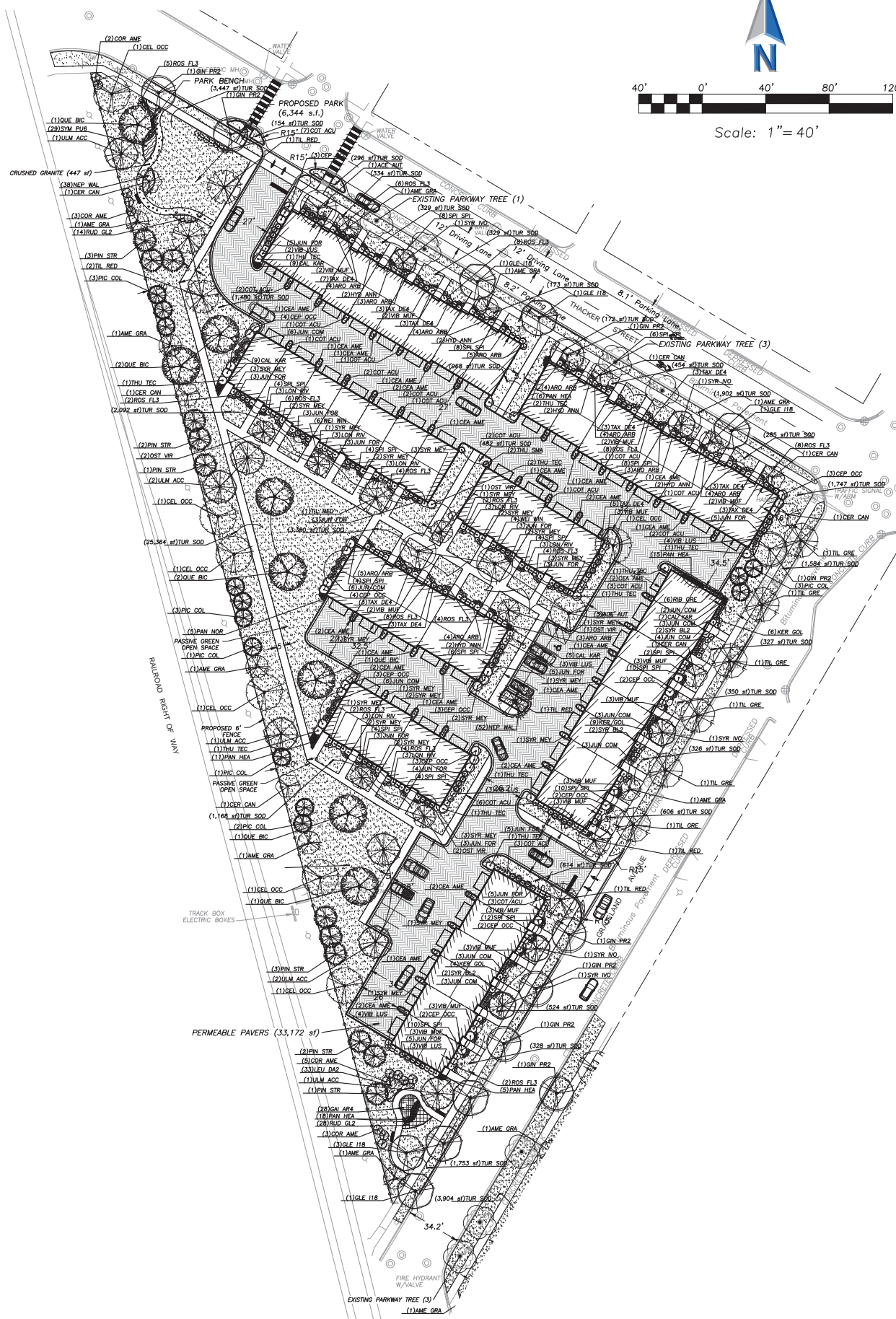


SECOND FLOOR PLAN



THIRD FLOOR PLAN

Townhome Floor Plans - 3 Bedroom Option 2



PLANT SCHEDULE SITE A

CANOPY TREES	BOTANICAL / COMMON NAME	COND	SIZE	QTY
ACE AUT	ACER RUBRUM 'AUTUMN FLAME' / AUTUMN FLAME MAPLE	B & B	2.5" CAL	4
CEL OCC	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B & B	2.5" CAL	7
GIN PR2	GINKGO BILOBA 'PRINCETON SENTRY' / PRINCETON SENTRY GINKGO	B & B	2.5" CAL	7
GLE I18	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE' / THORNLESS SKYLINE HONEYLOCUST	B & B	2.5" CAL	7
OST VIR	OSTRYA VIRGINIANA / AMERICAN HOPHORNBEAM	B & B	2.5" CAL	6
QUE BIC	QUERCUS BICOLOR / SWAMP WHITE OAK	B & B	2.5" CAL	8
TIL RED	TILIA AMERICANA 'REDMOND' / REDMOND AMERICAN LINDEN	B & B	2.5" CAL	7
TIL GRE	TILIA CORDATA 'GREENSPIRE' / GREENSPIRE LITTLELEAF LINDEN	B & B	2.5" CAL	6
ULM ACC	ULMUS X 'ACCOLADE' / ACCOLADE ELM	B & B	2.5" CAL	7
EVERGREEN TREES	BOTANICAL / COMMON NAME	COND	SIZE	QTY
PIC COL	PICEA PLUNGENS 'COLORADO GREEN' / BLUE SPRUCE	B & B	6" - 8" HT.	13
PIN STR	PINUS STROBUS / WHITE PINE	B & B	6" - 8" HT.	12
UNDERSTORY TREES	BOTANICAL / COMMON NAME	COND	SIZE	QTY
AME GRA	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' / AUTUMN BRILLIANCE APPLE SERVICEBERRY	B & B	8" CLUMP	9
CER CAN	CERIS CANADENSIS / EASTERN REDBUD	B & B	2.5" CAL	7
SYR IVO	SYRINGA RETICULATA 'IVORY SILK' / IVORY SILK JAPANESE TREE LILAC	B & B	2.5" CAL	5
DECIDUOUS SHRUBS	BOTANICAL / COMMON NAME	COND	SIZE	QTY
ARO ARB	ARONIA ARBUTIFOLIA / RED CHOKEBERRY	B & B	30" HT.	43
CEA AME	CEANOTHUS AMERICANUS / NEW JERSEY TEA	B & B	30" HT.	30
CEP OCC	CEPHALANTHUS OCCIDENTALIS / BUTTOMBUSH	B & B	36" HT.	31
COR AME	CORYLUS AMERICANA / AMERICAN HAZELNUT	CONT.	36" HT.	13
COT ACU	COTONEASTER ACUTIFOLIUS / PEKING COTONEASTER	B & B	36" HT.	39
LOH RIV	DIERVILLA X 'G2XB8544' / KODIAK® ORANGE DIERVILLA	CONT.	30" HT.	21
HYD ANN	HYDRANGEA ARBORESCENS 'ANNABELLE' / ANNABELLE SMOOTH HYDRANGEA	B & B	36" HT.	10
KER GOL	KERRIA JAPONICA 'GOLDEN GUINEA' / GOLDEN JAPANESE KERRIA	B & B	24" HT.	19
RIB GRE	RIBES ALPIMUM 'GREEN MOUND' / GREEN MOUND ALPINE CURRRANT	CONT.	24" HT.	6
ROS FL3	ROSA X 'FLOWER CARPET CORAL' / ROSE	CONT.	24" SPREAD	73
SPI SPI	SPIRAEA JAPONICA 'LITTLE PRINCESS' / LITTLE PRINCESS JAPANESE SPIREA	CONT.	24" HT.	104
SYR MEY	SYRINGA MEYER 'PALBIRN' / DWARF KOREAN LILAC	B & B	30" HT.	38
SYR GL2	SYRINGA X 'BLOOMERANG' / BLOOMERANG LILAC	B & B	30" HT.	6
VIB MUF	VIBURNUM DENTATUM 'BLUE MUFFIN' / SOUTHERN ARROWWOOD	B & B	30" HT.	37
VIB LUS	VIBURNUM DENTATUM 'CHICAGO LUSTER' / CHICAGO LUSTER ARROWWOOD	B & B	36" HT.	19
WEI WIN	WEIGELA FLORIDA 'WINE TM' / WEIGELA	B & B	30" HT.	10
EVERGREEN SHRUBS	BOTANICAL / COMMON NAME	COND	SIZE	QTY
JUN COM	JUNIPERUS CHINENSIS 'PFITZERIANA COMPACTA' / COMPACTA PFITZER	B & B	24" HT.	39
JUN FOR	JUNIPERUS CHINENSIS 'SEA GREEN' / SEA GREEN JUNIPER	B & B	24" SPREAD	58
TAX DE4	TAXUS X MEDIA / DENSE YEW	B & B	30" HT.	36
THU SMA	THUJA OCCIDENTALIS 'SMARAGO' / EMERALD GREEN ARBORVITAE	B & B	48" HT.	2
THU TEC	THUJA OCCIDENTALIS 'TECHNY' / TECHNY ARBORVITAE	B & B	5" HT.	13
GRASSES	BOTANICAL / COMMON NAME	COND	SIZE	QTY
CAL KAR	CALAMAGOSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS	CONT.	#1	30
PAN HEA	PANICUM VIRGATUM 'HEAVY METAL' / HEAVY METAL SWITCH GRASS	CONT.	#1	55
PAN NOR	PANICUM VIRGATUM 'NORTH WIND' / NORTHWIND SWITCH GRASS	CONT.	#1	5
PERENNIALS	BOTANICAL / COMMON NAME	COND	SIZE	QTY
GAI AR4	GALLARDIA X GRANDIFLORA 'ARIZONA RED SHADES' / ARIZONA RED BLANKETFLOWER	CONT.	#1	28
LEU DA2	LEUCANTHEMUM X SUPERBUM 'DAISY MAY' / SHASTA DAISY	CONT.	#1	33
NEP WAL	NEPETA X FAASSENII 'WALKERS LOW' / WALKERS LOW CATMINT	CONT.	#1	90
RUB GL2	RUBRICKA FULGIDA 'GLODSTRUM' / BLACK-EYED SUSAN	CONT.	#1	42
SYM PUG	SYMPHYOTRICHUM NOVAE-ANGLIAE 'PURPLE DOME' / NEW ENGLAND ASTER	CONT.	#1	29
TURF GRASS	BOTANICAL / COMMON NAME	COND	SIZE	QTY
TUR SOD	TURF SOD / DROUGHT TOLERANT FESCUE BLEND	SOD	S.F.	50,968 SF

SITE MATERIALS SCHEDULE (SITE A)

	EXISTING PARKWAY TREE	4
	CRUSHED GRANITE	447 SF
	PERMEABLE PAVERS	33,172 SF

LANDSCAPE NOTES:

- PLANT QUANTITIES SHOWN IN THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIALS SHOWN ON THE PLAN AND SHOULD NOT RELY ON THE PLANT SCHEDULE FOR DETERMINING QUANTITIES.
- ALL PLANT MATERIALS SHALL BE NURSERY GROWN STOCK AND SHALL BE FREE FROM ANY DEFORMITIES, DISEASES OR INSECT DAMAGE. ANY MATERIALS WITH DAMAGED OR CROOKED/DISFIGURED LEADERS, BARK ABRASION, SUNSCALD, INSECT DAMAGE, ETC. ARE NOT ACCEPTABLE AND WILL BE REJECTED. TREES WITH MULTIPLE LEADERS WILL BE REJECTED UNLESS CALLED OUT IN THE PLANT SCHEDULE AS MULTI-STEM. NO PRUNING TO BE DONE AT THE TIME OF INSTALLATION EXCEPT FOR DEAD OR BROKEN LIMBS.
- ALL LANDSCAPE IMPROVEMENTS SHALL MEET MUNICIPALITY REQUIREMENTS AND GUIDELINES, WHICH SHALL BE VERIFIED BY MUNICIPAL AUTHORITIES.
- ALL PLANTING OPERATIONS SHALL BE COMPLETED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICES. THIS MAY INCLUDE, BUT NOT BE LIMITED TO, PROPER PLANTING BED AND TREE PIT PREPARATION, PLANTING MIX, PRUNING, STAKING AND GUYING, WRAPPING, SPRAYING, FERTILIZATION, PLANTING AND ADEQUATE MAINTENANCE OF MATERIALS DURING CONSTRUCTION ACTIVITIES.
- ALL PLANT MATERIALS SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ANY MATERIALS INSTALLED WITHOUT APPROVAL MAY BE REJECTED.
- THE CONTRACTOR SHALL GUARANTEE PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY OWNER. THE CONTRACTOR SHALL OUTLINE PROPER MAINTENANCE PROCEDURES TO THE OWNER AT THE TIME OF ACCEPTANCE. DURING THE GUARANTEE PERIOD, DEAD OR DISEASED MATERIALS SHALL BE REPLACED AT NO COST TO THE OWNER. AT THE END OF THE GUARANTEE PERIOD THE CONTRACTOR SHALL OBTAIN FINAL ACCEPTANCE FROM THE OWNER.
- ANY EXISTING TREES TO BE RETAINED SHALL BE PROTECTED FROM SOIL COMPACTION AND OTHER DAMAGES THAT MAY OCCUR DURING CONSTRUCTION ACTIVITIES BY ERECTING FENCING AROUND SUCH MATERIALS AT A DISTANCE OF 8.5' FROM THE TRUNK.
- ALL GRASS, CLUMPS, OTHER VEGETATION, DEBRIS, STONES, ETC. SHALL BE RAKED OR OTHERWISE REMOVED FROM PLANTING AND LAWN AREAS PRIOR TO INITIATION OF INSTALLATION PROCEDURES.
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INITIATING PLANTING OPERATIONS. THE CONTRACTOR SHALL REPAIR/ REPLACE AND UTILITY, PAVING, CURBING, ETC. WHICH IS DAMAGED DURING PLANTING OPERATIONS.
- SIZE AND GRADING STANDARDS OF PLANT MATERIALS SHALL CONFORM TO THE LATEST EDITION OF ANSI Z60.1, AMERICAN STANDARDS FOR NURSERY STOCK, BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.
- REFER TO PLAT OF SURVEY FOR LEGAL DESCRIPTION, BOUNDARY DIMENSIONS AND EXISTING CONDITIONS.
- ALL PLANT MATERIAL ON THIS PLANTING PLAN REPRESENTS THE INTENTION AND INTENSITY OF THE PROPOSED LANDSCAPE MATERIAL. THE EXACT SPECIES AND LOCATIONS MAY VARY IN THE FIELD DO TO MODIFICATIONS IN THE SITE IMPROVEMENTS AND THE AVAILABILITY OF PLANT MATERIAL AT THE TIME OF INSTALLATION. ANY SUCH CHANGES MUST FIRST BE APPROVED BY THE CITY IN WRITING.
- ALL PLANT MATERIAL SHALL BE PLANTED WITH A MINIMUM OF SIX INCHES OF ORGANIC SOIL AND MULCHED WITH A SHREDDED BARK MATERIAL TO A MINIMUM 3" DEPTH.
- ALL BEDS SHALL BE EDGED, HAVE WEED PREEMERGENTS APPLIED AT THE RECOMMENDED RATE.
- ALL PARKWAYS SHALL HAVE LAWN ESTABLISHED WITH SEED A GROUNDCOVER, UNLESS OTHERWISE NOTED.
- ALL LAWN AREAS ON THIS PLAN SHALL BE GRADED SMOOTH AND TOPPED WITH AT LEAST 6" OF TOPSOIL. ALL LAWN AREAS TO BE ESTABLISHED USING SEED BLANKET UNLESS OTHERWISE NOTED. BLANKET TO BE S75 OR APPROVED EQUAL.
- THIS LANDSCAPE PLAN ASSUMES THE SITE WILL BE PREPARED WITH TOP SOIL SUITABLE FOR THE ESTABLISHMENT OF THE LANDSCAPE MATERIAL PRESENTED ON THIS PLAN. IF ADDITIONAL TOP SOIL IS REQUIRED IT IS UP TO THE LANDSCAPE CONTRACTOR ON THE PROJECT TO PROVIDE, SPREAD AND PREPARE THE SITE AS NEEDED FOR THE IMPLEMENTATION OF THIS LANDSCAPE PLAN.
- CONTRACTORS MUST VERIFY ALL QUANTITIES AND OBTAIN ALL PROPER PERMITS AND LICENSES FROM THE PROPER AUTHORITIES.
- ALL MATERIAL MUST MEET INDUSTRY STANDARDS AND THE LANDSCAPE ARCHITECT HAS THE RIGHT TO REFUSE ANY POOR MATERIAL OR WORKMANSHIP.
- LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR UNSEEN SITE CONDITIONS.
- ALL PLANTINGS SHALL BE SPACED EQUAL DISTANT, BACK FILLED WITH AMENDED SOIL IN A HOLE TWICE THE ROOTBALL DIAMETER, WATERED, FERTILIZED, PRUNED, AND HAVE ALL TAGS AND ROPES REMOVED.
- LAWN AND BED AREAS SHALL BE ROTOTILLED, RAKED OF CLUMPS AND DEBRIS.
- REMOVE ALL DEAD AND DISEASED PLANT MATERIAL FROM SITE AND DISPOSE OF PROPERLY.
- PLANTS TO BE PLANTED SO THAT ROOT FLARE IS AT THE GRADE OF THE AREA WHERE PLANTED. NO PRUNING TO BE DONE AT THE TIME OF INSTALLATION EXCEPT TO REMOVE DEAD OR BROKEN LIMBS.



**ERIKSSON  
ENGINEERING  
ASSOCIATES, LTD.**

145 COMMERCE DRIVE, SUITE A  
 GRAYSLAKE, ILLINOIS 60030  
 PHONE (847) 223-4804  
 FAX (847) 223-4864  
 EMAIL INFO@EEA-LTD.COM  
 PROFESSIONAL DESIGN FIRM  
 LICENSE NO. 184-003220  
 EXPIRES: 04/30/2025

**GRACELAND & THACKER  
RESIDENTIAL COMMUNITY**  
 GRACELAND & THACKER  
 DES PLAINES, ILLINOIS

Reserved for Seal:

No.	Date	Description
05/12/2023	05/12/2023	PROGRESS PLANS
05/22/2023	05/22/2023	ISSUE FOR VILLAGE SUBMITTAL
06/30/2023	06/30/2023	ISSUED FOR P2B
07/18/2023	07/18/2023	ISSUED FOR P2B
08/09/2023	08/09/2023	ISSUED FOR P2B
08/21/2023	08/21/2023	ISSUED FOR P2B
09/15/2023	09/15/2023	ISSUED FOR P2B
10/02/2023	10/02/2023	ISSUED FOR P2B

DESIGN BY: SSG  
 APPROVED BY: XXX  
 DATE: 05/08/2023

Sheet Title:  
**LANDSCAPE  
PLAN  
SITE A**

Sheet No:  
**L100**



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145 COMMERCE DRIVE, SUITE A  
GRAYSLAKE, ILLINOIS 60030  
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No.	Date	Description
05/12/2023	05/12/2023	PROGRESS PLANS
06/22/2023	06/22/2023	ISSUE FOR VILLAGE SUBMITTAL
06/20/2023	06/20/2023	ISSUED FOR PZB
07/18/2023	07/18/2023	ISSUED FOR PZB
08/09/2023	08/09/2023	ISSUED FOR PZB
08/21/2023	08/21/2023	ISSUED FOR PZB
09/15/2023	09/15/2023	ISSUED FOR PZB
10/02/2023	10/02/2023	ISSUED FOR PZB

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Design By: SSG      Approved By: XXX      Date: 05/08/2023

Sheet Title:  
**LANDSCAPE  
PLAN  
SITE A**

Sheet No:  
**L100r**

**PLANT SCHEDULE SITE A**

CATEGORY	BOTANICAL / COMMON NAME	CNTD.	SIZE	QTY.	
CANOPY TREES	ACER RUBRUM 'AUTUMN FLAME' / AUTUMN FLAME MAPLE	B & B	2.5" CAL.	4	
	CELTIS OCCIDENTALIS / COMMON HACKBERRY	B & B	2.5" CAL.	7	
	GINKGO BILOBA 'PRINCETON SENTRY' / PRINCETON SENTRY GINKGO	B & B	2.5" CAL.	7	
	GLEDITSIA TRACANTHOS INERMIS 'SKYLINE' / THORNLESS SKYLINE HONEYLOCUST	B & B	2.5" CAL.	7	
	Ostrya virginiana / AMERICAN HOPHORNBEAM	B & B	2.5" CAL.	8	
	QUERCUS BICOLOR / SWAMP WHITE OAK	B & B	2.5" CAL.	8	
	TILIA AMERICANA 'REDMOND' / REDMOND AMERICAN LINDEN	B & B	2.5" CAL.	7	
	TILIA CORDATA 'GREENSPIRE' / GREENSPIRE LITTLELEAF LINDEN	B & B	2.5" CAL.	6	
	ULMUS X 'ACCOLADE' / ACCOLADE ELM	B & B	2.5" CAL.	7	
	EVERGREEN TREES	PICEA PLUNGENS 'COLORADO GREEN' / BLUE SPRUCE	B & B	6' - 8' HT.	13
PINUS STROBUS / WHITE PINE		B & B	6' - 8' HT.	12	
UNDERSTORY TREES		AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' / AUTUMN BRILLIANCE APPLE SERVICEBERRY	B & B	8" CLUMP	9
	CERCIS CANADENSIS / EASTERN REDBUD	B & B	2.5" CAL.	7	
	SYRINGA RETICULATA 'IVORY SILK' / IVORY SILK JAPANESE TREE LILAC	B & B	2.5" CAL.	5	
	DECIDUOUS SHRUBS	ARONIA ARBUTIFOLIA / RED CHOCHEBERRY	B & B	30" HT.	43
		CEANOTHUS AMERICANUS / NEW JERSEY TEA	B & B	30" HT.	30
CEPHALANTHUS OCCIDENTALIS / BUTTONBUSH		B & B	36" HT.	31	
CORYLUS AMERICANA / AMERICAN HAZELNUT		CNT.	36" HT.	13	
COTONEASTER ACUTIFOLIUS / PEKING COTONEASTER		B & B	36" HT.	39	
DIERVILLA X 'Q2288544' / KODIAK ORANGE DIERVILLA		CNT.	30" HT.	21	
HYDRANGEA ARBORESCENS 'ANNABELLE' / ANNABELLE SMOOTH HYDRANGEA		B & B	36" HT.	10	
KERRIA JAPONICA 'GOLDEN GUINEA' / GOLDEN JAPANESE KERRIA		B & B	24" HT.	19	
RIBES ALPIMUM 'GREEN MOUND' / GREEN MOUND ALPINE CURRANT		CNT.	24" HT.	6	
ROSA X 'FLOWER CARPET CORAL' / ROSE		CNT.	24" SPREAD	73	
SPIRAEA JAPONICA 'LITTLE PRINCESS' / LITTLE PRINCESS JAPANESE SPIRAEA	CNT.	24" HT.	104		
SYRINGA MEYERI 'PALUBIN' / DWARF KOREAN LILAC	B & B	30" HT.	38		
SYRINGA X 'BLOOMERANG' / BLOOMERANG LILAC	B & B	30" HT.	6		
YBURNUM DENTATUM 'BLUE MUFFIN' / SOUTHERN ARROWWOOD	B & B	30" HT.	37		
YBURNUM DENTATUM 'CHICAGO LUSTER' / CHICAGO LUSTER ARROWWOOD	B & B	36" HT.	19		
WEGELA FLORIDA 'WINE TM' / WEGELA	B & B	30" HT.	10		
EVERGREEN SHRUBS	JUNIPERUS CHINENSIS 'PFTIZERANA COMPACTA' / COMPACTA PFTIZER	B & B	24" HT.	39	
	JUNIPERUS CHINENSIS 'SEA GREEN' / SEA GREEN JUNIPER	B & B	24" SPREAD	56	
	TAXUS X MEDIA / DENSE YEW	B & B	30" HT.	36	
	THILIA OCCIDENTALIS 'SMARAGD' / EMERALD GREEN ARBORVITAE	B & B	48" HT.	2	
	THILIA OCCIDENTALIS 'TECHNY' / TECHNY ARBORVITAE	B & B	5' HT.	13	
GRASSES	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS	CNT.	#1	30	
	PANICUM VIRGATUM 'HEAVY METAL' / HEAVY METAL SWITCH GRASS	CNT.	#1	55	
	PANICUM VIRGATUM 'NORTH WIND' / NORTHWIND SWITCH GRASS	CNT.	#1	5	
PERENNIALS	GALLIARDA X GRANDIFLORA 'ARIZONA RED SHADES' / ARIZONA RED BLANKETFLOWER	CNT.	#1	28	
	LEUCANTHEMUM X SUPERBUM 'DAISY MAY' / SHASTA DAISY	CNT.	#1	33	
	NEPETA X FASSENII 'WALKERS LOW' / WALKERS LOW CATMINT	CNT.	#1	90	
	RUDBECKIA FULGIDA 'GLODSTRUM' / BLACK-EYED SUSAN	CNT.	#1	42	
	SYMPHYOTRICHUM NOVAE-ANGLIAE 'PURPLE DOME' / NEW ENGLAND ASTER	CNT.	#1	29	
	TURF GRASS	TURF SOD / DROUGHT TOLERANT FESCUE BLEND	SOD	S.F.	50,968 SF

**SITE MATERIALS SCHEDULE (SITE A)**

	EXISTING PARKWAY TREE	4
	CRUSHED GRANITE	447 SF
	PERMEABLE PAVERS	33,172 SF



EEA - P:\23116 - Luz Associates - Graceland & Thacker\Drawings\Graceland Thacker - Landscape Plan.dwg  
 Plotted: 9/29/23 @ 8:18am BY: sgregory

EEA - P:\23116 - Luz Associates - Graceland & Thacker\Drawings\Graceland Thacker - Landscape Plan.dwg  
 Plotted: 9/29/23 @ 8:19am By: sgregory

Exhibit A



**ERIKSSON  
ENGINEERING  
ASSOCIATES, LTD.**

145 COMMERCE DRIVE, SUITE A  
 GRAYSLAKE, ILLINOIS 60030  
 PHONE (847) 223-4804  
 FAX (847) 223-4864  
 EMAIL INFO@EEA-LTD.COM  
 PROFESSIONAL DESIGN FIRM  
 LICENSE NO. 184-003220  
 EXPIRES: 04/30/2025

**GRACELAND & THACKER  
RESIDENTIAL COMMUNITY  
GRACELAND & THACKER  
DES PLAINES, ILLINOIS**

Reserved for Seal:

No.	Date	Description
05/12/2023	05/12/2023	PROGRESS PLANS
06/22/2023	06/22/2023	ISSUE FOR VILLAGE SUBMITTAL
08/20/2023	08/20/2023	ISSUED FOR PZB
07/18/2023	07/18/2023	ISSUED FOR PZB
08/09/2023	08/09/2023	ISSUED FOR PZB
08/21/2023	08/21/2023	ISSUED FOR PZB
09/15/2023	09/15/2023	ISSUED FOR PZB
10/02/2023	10/02/2023	ISSUED FOR PZB

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Design By: SSG  
 Approved By: XXX  
 Date: 05/08/2023

Sheet Title:  
**CONCEPTUAL  
PARK  
PLAN**

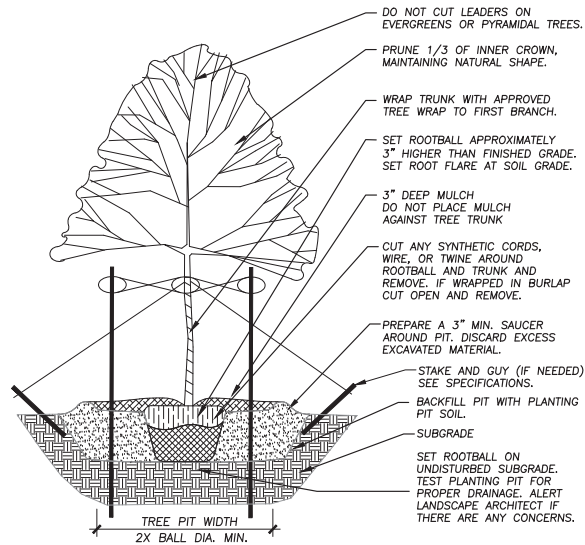
Sheet No:  
**L101**



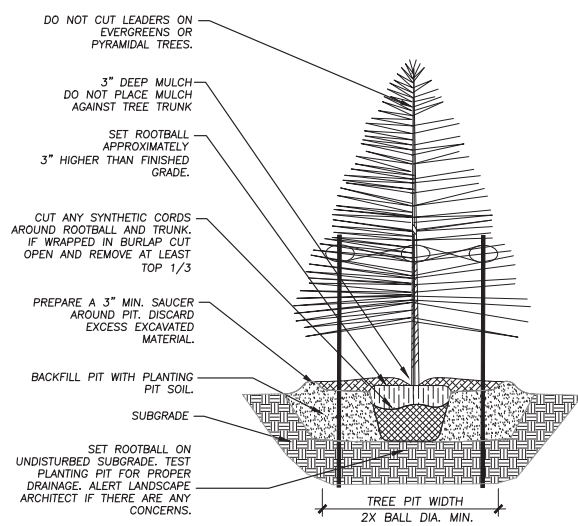
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EXPIRES: 04/30/2025

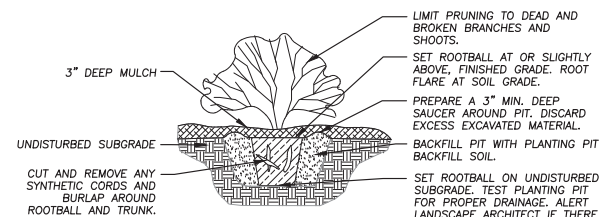
**GRACELAND & THACKER  
RESIDENTIAL COMMUNITY**  
GRACELAND & THACKER  
DES PLAINES, ILLINOIS



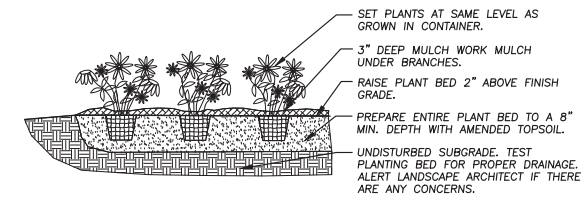
**1 TREE PLANTING DETAIL**  
Not To Scale 329343-01



**2 EVERGREEN TREE PLANTING DETAIL**  
NOT TO SCALE 329343-02

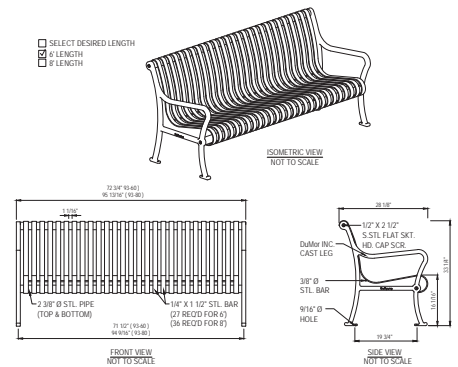


**3 SHRUB PLANTING DETAIL**  
Not To Scale 329333-01



**4 ANNUAL, PERENNIAL, & GROUNDCOVER DETAIL**  
Not To Scale 329301-03

**DuMor, inc.**  
DU MOR, INC.  
15 INDUSTRIAL CIRCLE, P.O. BOX 142  
MIFLINTOWN, PA 17059-0142  
1-800-598-4018  
PHONE (717) 436-2106  
FAX (717) 436-9839  
www.dumor.com



**NOTES:**  
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.  
2. DO NOT SCALE DRAWINGS.  
3. ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.  
4. 1/2" X 3/8" EXPANSION ANCHOR BOLTS PROVIDED.  
5. BENCH IS SHIPPED BRACKETED.  
6. CONTRACTOR'S NOTE: FOR PRODUCT AND PURCHASING INFORMATION VISIT www.CADalsh.com/info  
REFERENCE NUMBER 015 300  
7. 6' BENCH WITH ARMS AND NO CENTER ARMREST.  
8. OR APPROVED EQUAL, APPROVED EQUAL MUST BE APPROVED BY THE OWNER IN WRITING PRIOR TO SUBSTITUTION.

**5 6' STEEL BENCH**  
Not To Scale 129343.13-30

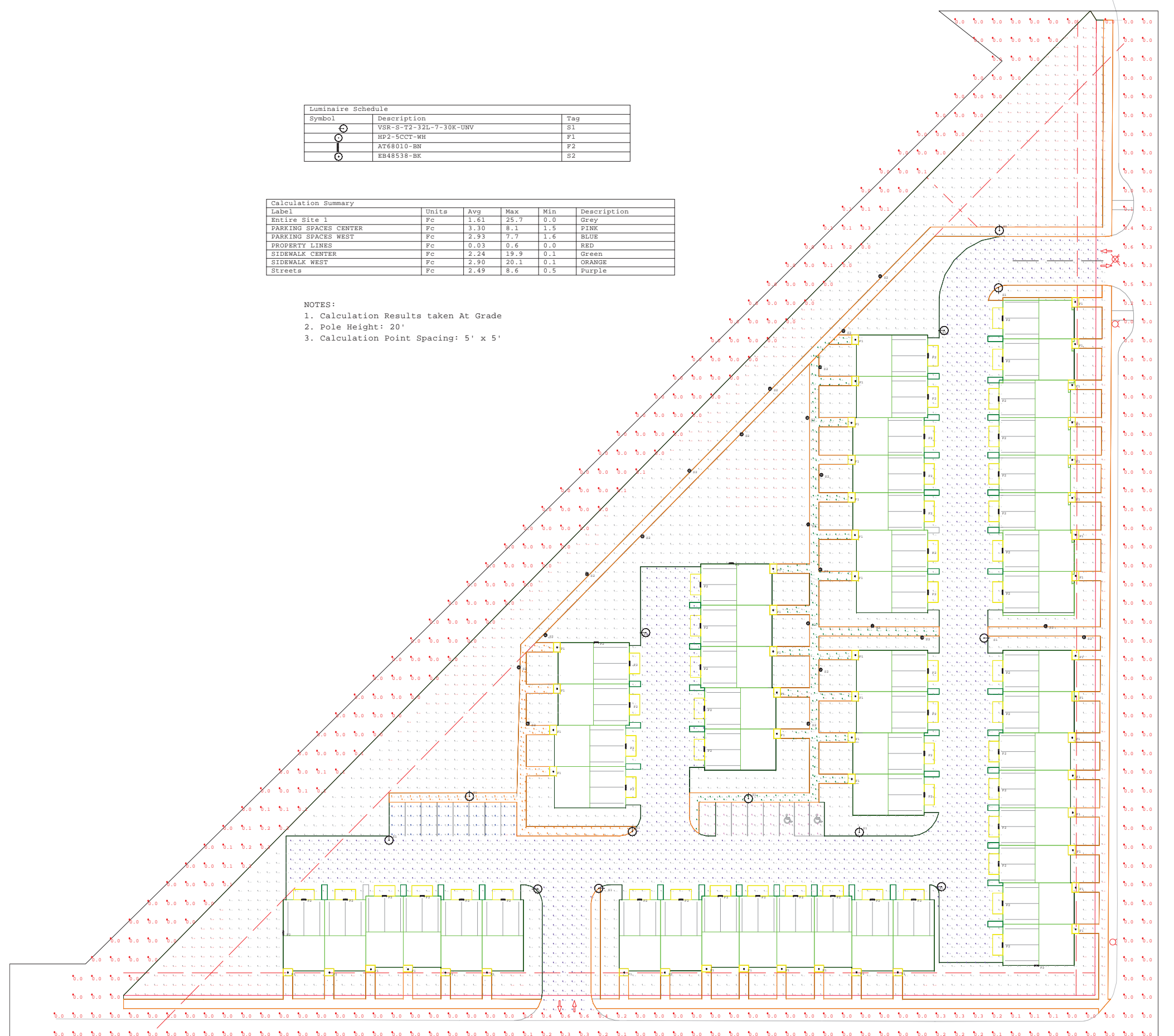
Reserved for Seal:

No.	Date	Description
05/12/2023		PROGRESS PLANS
05/22/2023		ISSUE FOR VILLAGE SUBMITTAL
06/30/2023		ISSUED FOR PZB
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08/21/2023		ISSUED FOR PZB
09/15/2023		ISSUED FOR PZB
10/02/2023		ISSUED FOR PZB

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Design By: SSG Approved By: XXX Date: 05/08/2023

Sheet Title:  
**LANDSCAPE  
DETAILS**

Sheet No:  
**L200**



Luminaire Schedule		
Symbol	Description	Tag
⊙	VSR-S-T2-32L-7-30K-UNV	S1
⊙	HP2-5CCT-WH	F1
⊙	AT68010-BN	F2
⊙	EB48538-BK	S2

Calculation Summary					
Label	Units	Avg	Max	Min	Description
Entire Site 1	Fc	1.61	25.7	0.0	Grey
PARKING SPACES CENTER	Fc	3.30	8.1	1.5	PINK
PARKING SPACES WEST	Fc	2.93	7.7	1.6	BLUE
PROPERTY LINES	Fc	0.03	0.6	0.0	RED
SIDEWALK CENTER	Fc	2.24	19.9	0.1	Green
SIDEWALK WEST	Fc	2.90	20.1	0.1	ORANGE
Streets	Fc	2.49	8.6	0.5	Purple

NOTES:  
 1. Calculation Results taken At Grade  
 2. Pole Height: 20'  
 3. Calculation Point Spacing: 5' x 5'

#	Date	Comments

Revisions

Drawn By: \_\_\_\_\_  
 Checked By: \_\_\_\_\_  
 Date: 10/2/2023  
 Scale: \_\_\_\_\_

**SITE A R3**



**ERIKSSON  
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# GRACELAND & THACKER RESIDENTIAL COMMUNITY GRACELAND & THACKER DES PLAINES, ILLINOIS

Reserved for Seal:

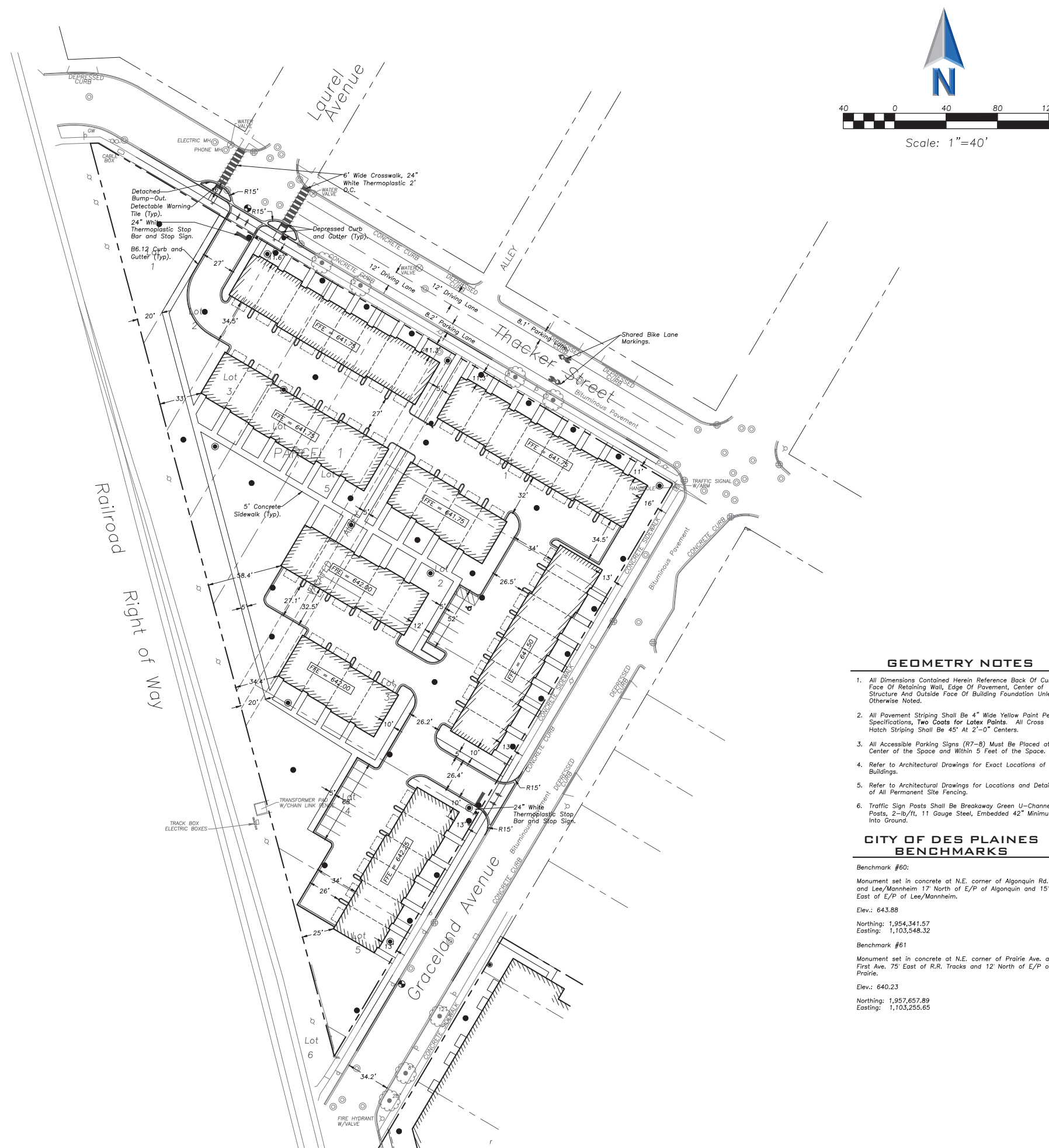
No.	Date	Description
	05/22/23	ISSUE FOR VILLAGE SUBMITTAL
	06/30/23	ISSUED FOR P2B
	07/18/23	ISSUED FOR P2B
	08/22/23	ISSUED FOR P2B
	09/15/23	ISSUED FOR P2B
	10/02/23	ISSUED FOR P2B

Design By:	Approved By:	Date:
CS	CMF	05/30/23

## SITE GEOMETRY PLAN - SITE A

Sheet No:

# C200



EXISTING	PROPOSED
Manhole	Manhole
Catch Basin	Catch Basin
Inlet	Inlet
Area Drain	Area Drain
Clean Out	Clean Out
Flared End Section	Flared End Section
Storm Sewer	Storm Sewer
Sanitary Sewer	Sanitary Sewer
Water Main	Water Main
Gas Line	Gas Line
Overhead Wires	Overhead Wires
Electrical Cable	Electrical Cable
Telephone Line	Telephone Line
Fire Hydrant	Fire Hydrant
Valve Vault	Valve Vault
Buffalo Box	Buffalo Box
Downspout	Downspout
Bollard	Bollard
Gas Valve	Gas Valve
Gas Meter	Gas Meter
Electric Meter	Electric Meter
ComEd Manhole	ComEd Manhole
Hand Hole	Hand Hole
Light Pole	Light Pole
Light Pole w/ Mast Arm	Light Pole w/ Mast Arm
Utility Pole	Utility Pole
Telephone Pedestal	Telephone Pedestal
Telephone Manhole	Telephone Manhole
Sign	Sign
Fence	Fence
Accessible Parking Stall	Accessible Parking Stall
Curb & Gutter	Curb & Gutter
Depressed Curb	Depressed Curb
Curb Elevation	Curb Elevation
Gutter Elevation	Gutter Elevation
Pavement Elevation	Pavement Elevation
Sidewalk Elevation	Sidewalk Elevation
Ground Elevation	Ground Elevation
Top of Retaining Wall Elevation	Top of Retaining Wall Elevation
Swale	Swale
Contour Line	Contour Line
Deciduous Tree	Deciduous Tree
Coniferous Tree	Coniferous Tree
Brushline	Brushline
Tree Protection Fencing or Drip Line	Tree Protection Fencing or Drip Line

### GEOMETRY NOTES

1. All Dimensions Contained Herein Reference Back Of Curb, Face Of Retaining Wall, Edge Of Pavement, Center Of Structure And Outside Face Of Building Foundation Unless Otherwise Noted.
2. All Pavement Striping Shall Be 4" Wide Yellow Paint Per Specifications, Two Coats For Latex Paints. All Cross Hatch Striping Shall Be 45° At 2'-0" Centers.
3. All Accessible Parking Signs (R7-B) Must Be Placed at the Center of the Space and Within 5 Feet of the Space.
4. Refer to Architectural Drawings for Exact Locations of All Buildings.
5. Refer to Architectural Drawings for Locations and Details of All Permanent Site Fencing.
6. Traffic Sign Posts Shall Be Breakaway Green U-Channel Posts, 2-1/2" x 11 Gauge Steel, Embedded 42" Minimum Into Ground.

### CITY OF DES PLAINES BENCHMARKS

Benchmark #60:  
Monument set in concrete at N.E. corner of Algonquin Rd. and Lee/Mannheim 17' North of E/P of Algonquin and 15' East of E/P of Lee/Mannheim.  
Elev.: 643.88  
Northing: 1,954,341.57  
Easting: 1,103,548.32

Benchmark #61:  
Monument set in concrete at N.E. corner of Prairie Ave. and First Ave. 75' East of R.R. Tracks and 12' North of E/P of Prairie.  
Elev.: 640.23  
Northing: 1,957,657.89  
Easting: 1,103,255.65

### GENERAL NOTES

1. The Location of Existing Underground Utilities, Such As Watermains, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and is Given For The Convenience of The Contractor, However, The Owner and The Engineer Do Not Assume Responsibility In The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of Those Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately If Surface and/or Subsurface Features Are Different Than Shown On The Drawings.
2. Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
3. Contractor Shall Provide Private Utility Locating Services for the Project Area.
4. Notify The Owner, Engineer and The City of Des Plaines A Minimum of 48 Hours In Advance of Performing Any Work.
5. All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner at No Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
6. These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Stake All Site Improvements Accordingly. Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.
7. No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.
8. The Engineer is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions And Locations Of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.
9. Provide An As-Built Survey Prepared By A Licensed Professional Land Surveyor In Accordance With The Authorities Having Jurisdiction Which Shall Include As A Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Rim and Invert Elevations, Final Detention Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations.
10. The Illinois Department Of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Therein, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.





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**GRACELAND & THACKER  
RESIDENTIAL COMMUNITY  
GRACELAND & THACKER  
DES PLAINES, ILLINOIS**

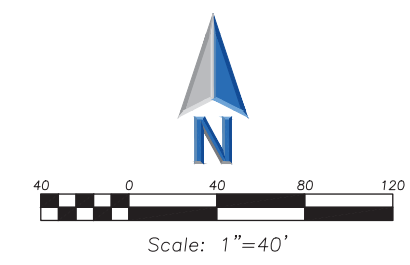
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	08/22/23	ISSUED FOR P2B
	09/15/23	ISSUED FOR P2B
	10/02/23	ISSUED FOR P2B

Design By: CS Approved By: CMF Date: 05/30/23

**SITE UTILITY  
PLAN - SITE A**

Sheet No:  
**C300**



EXISTING	PROPOSED
Manhole	Manhole
Catch Basin	Catch Basin
Inlet	Inlet
Area Drain	Area Drain
Clean Out	Clean Out
Flared End Section	Flared End Section
Storm Sewer	Storm Sewer
Sanitary Sewer	Sanitary Sewer
Combined Sewer	Combined Sewer
Water Main	Water Main
Gas Line	Gas Line
Overhead Wires	Overhead Wires
Electrical Cable	Electrical Cable
Telephone Line	Telephone Line
Fire Hydrant	Fire Hydrant
Valve Vault	Valve Vault
Buffalo Box	Buffalo Box
Downspout	Downspout
Bollard	Bollard
Gas Valve	Gas Valve
Gas Meter	Gas Meter
Electric Meter	Electric Meter
ComEd Manhole	ComEd Manhole
Hand Hole	Hand Hole
Light Pole	Light Pole
Light Pole w/ Mast Arm	Light Pole w/ Mast Arm
Utility Pole	Utility Pole
Telephone Pedestal	Telephone Pedestal
Telephone Manhole	Telephone Manhole
Sign	Sign
Fence	Fence
Accessible Parking Stall	Accessible Parking Stall
Curb & Gutter	Curb & Gutter
Depressed Curb	Depressed Curb
Curb Elevation	Curb Elevation
Gutter Elevation	Gutter Elevation
Pavement Elevation	Pavement Elevation
Sidewalk Elevation	Sidewalk Elevation
Ground Elevation	Ground Elevation
Top of Retaining Wall Elevation	Top of Retaining Wall Elevation
Swale	Swale
Contour Line	Contour Line
Deciduous Tree	Deciduous Tree
Coniferous Tree	Coniferous Tree
Brushline	Brushline
Tree Protection Fencing of Drp Line	Tree Protection Fencing of Drp Line

**STRUCTURE NOTES**

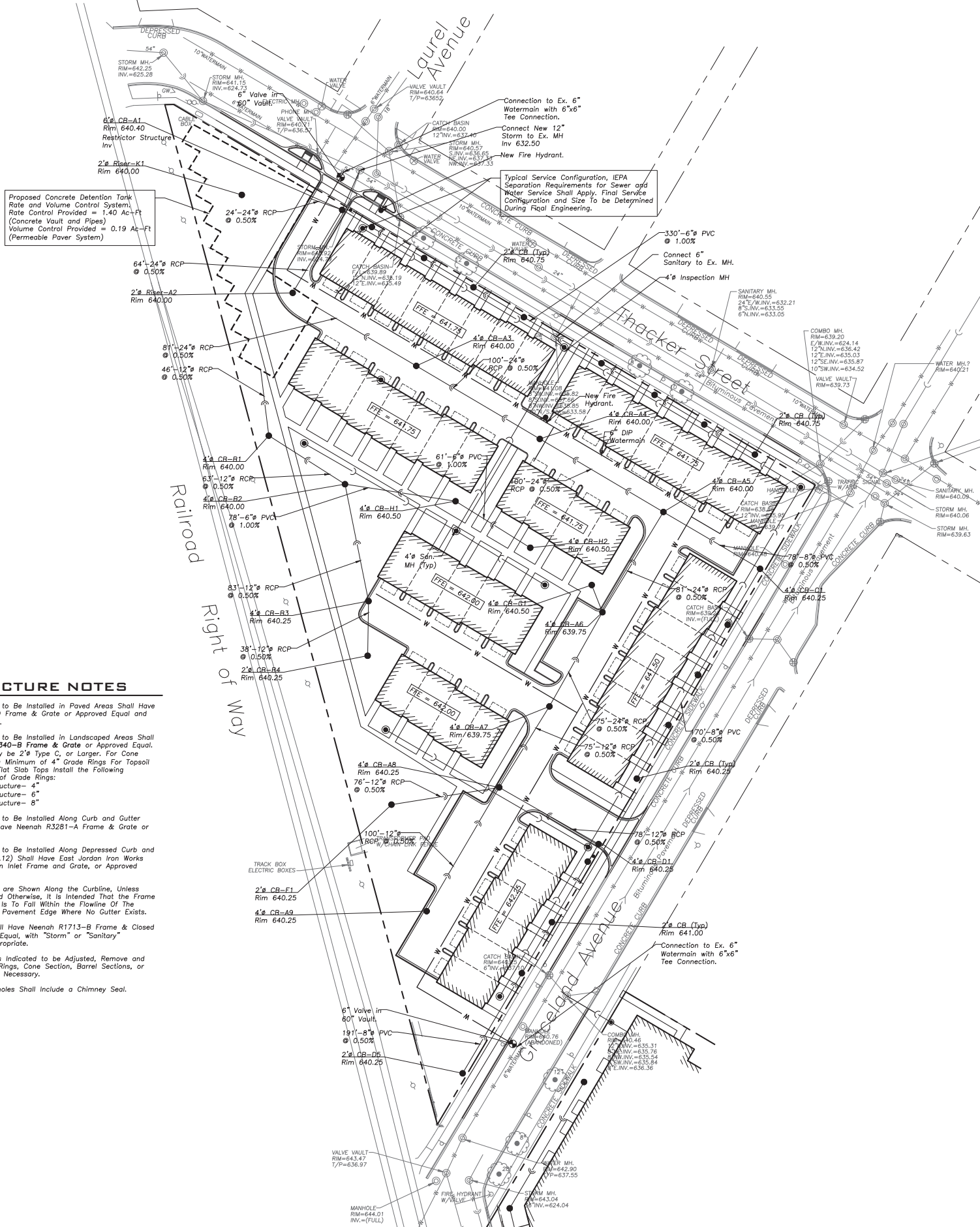
- All Catch Basins to Be Installed in Paved Areas Shall Have Neenah R2504-D Frame & Grate or Approved Equal and be 4' or Larger.
- All Catch Basins to Be Installed in Landscaped Areas Shall Have Neenah R4340-B Frame & Grate or Approved Equal. Catch Basins May be 2' or Larger. For Cone Sections Install a Minimum of 4" Grade Rings For Topsoil Respread. For Flat Slab Tops Install the Following Minimum Height of Grade Rings:  
4" Diameter Structure- 4"  
5" Diameter Structure- 6"  
6" Diameter Structure- 8"
- All Catch Basins to Be Installed Along Curb and Gutter (B-6.12) Shall Have Neenah R3281-A Frame & Grate or Approved Equal.
- All Catch Basins to Be Installed Along Depressed Curb and Gutter (Dep B-6.12) Shall Have East Jordan Iron Works 5120 Catch Basin Inlet Frame and Grate, or Approved Equal.
- Where Structures are Shown Along the Curbside, Unless Specifically Stated Otherwise, It is Intended That the Frame of the Structure is To Fall Within the Flowline of the Gutter or at the Pavement Edge Where No Gutter Exists.
- All Manholes Shall Have Neenah R1713-B Frame & Closed Lid or Approved Equal, with "Storm" or "Sanitary" Imprinted as Appropriate.
- For All Structures Indicated to be Adjusted, Remove and Install Adjusting Rings, Cone Section, Barrel Sections, or Flat Slab Top as Necessary.
- All Sanitary Manholes Shall Include a Chimney Seal.

**UTILITY NOTES**

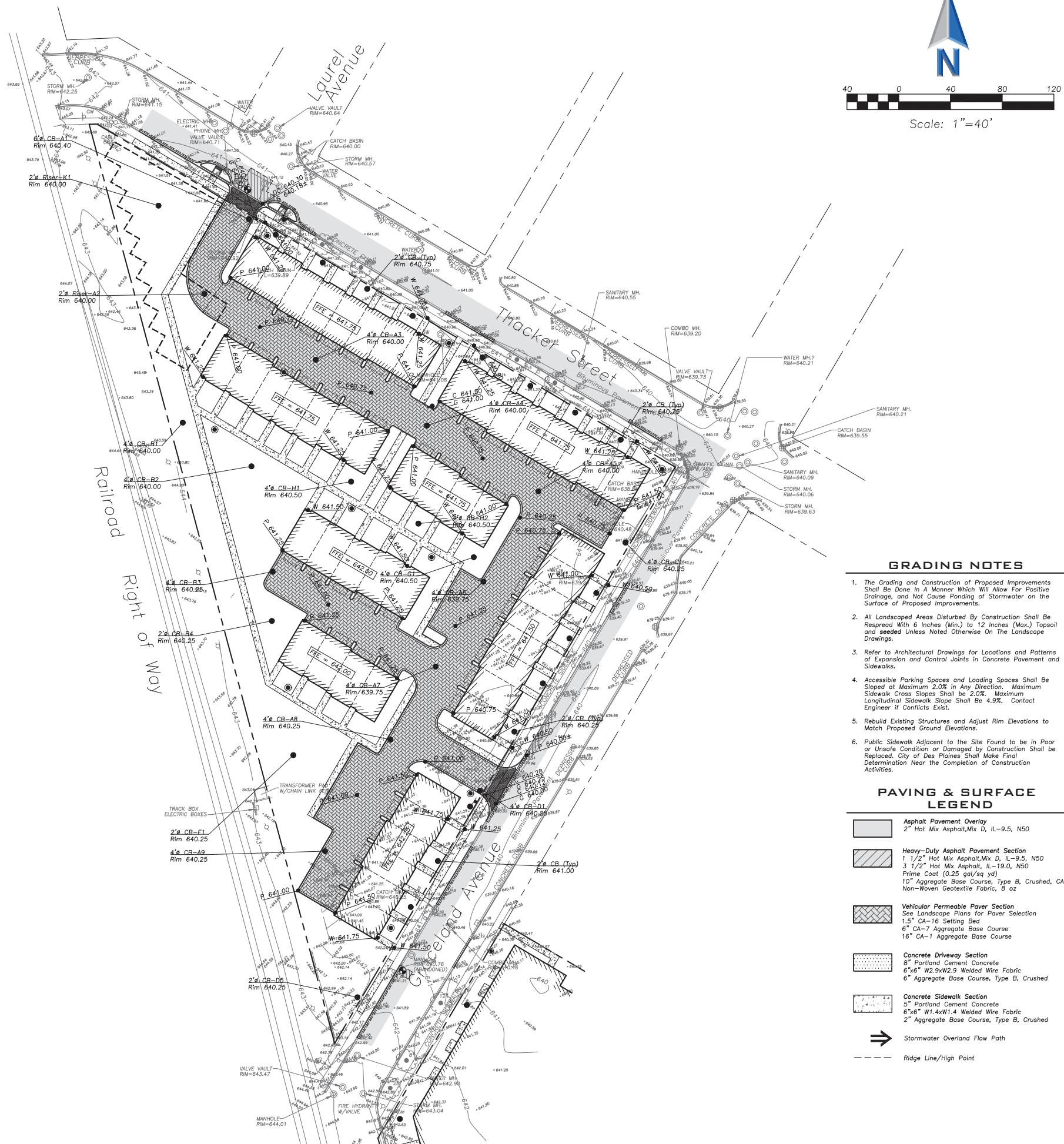
- Utility Service Lines as Shown Hereon are Approximate. Coordinate The Exact Locations With The Plumbing Drawings. Coordinate The Locations With The Plumbing Contractor and/or the Owner's Construction Representative Prior to Installation of Any New Utilities.
- Refer to Plumbing Drawings for Continuation of All Utilities Within 5 Feet of Building Face.
- Field Verify Invert & Locations of Existing Utility Mains Prior to Installing Any On-Site Utilities or Structures. All Elevations and Inverts Referencing Said Utility Shall Be Field Verified Prior to Installation of Any New Structures or Utilities, and Adjustments Shall be Made as Necessary. Contact Engineer Prior to Installation if Discrepancy Exists With These Drawings.
- Coordinate the Relocation of Any Utilities Encountered And Replacement of Any Utilities Damaged Within Influence Zone of New Construction. Contact Engineer if The Existing Utilities Vary Appreciably From The Plans.
- All Water Main and Services Shall be Installed at a Minimum Depth of 5.5' From Top of Finished Ground Elevation to Top of Main.
- Protection of water supplies shall be as described in Section 370.350 of the Illinois Recommended Standards for Sewage Works or Section 41-2.01 of the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition.
- Clean Out All Existing and Proposed Storm Inlets and Catch Basins at the Completion of Construction.
- Provide Adequate Coupling Device to Accommodate HDPE Storm Sewer.
- The "Standard Specifications for Water and Sewer Main Construction in Illinois", Current Edition Shall Govern Work Where Applicable.
- Rebuild Existing Structures and Adjust Rim Elevations to Match Proposed Ground Elevations.
- Watermain Must be Class 52 DIP, Polywrapped, Storm Sewer 12" and Greater Shall be Diameter Shall be RCP. Less than 12" Shall be SDR 26 PVC or C900 PVC. Sanitary Sewer Shall be SDR 26 PVC or C900 PVC.
- Each Unit Shall have Individual Water and Sanitary Sewer Services that Meet IEPA Separation Requirements. Exact Layout and Size to be Determined in Final Engineering Phase of Design.
- All Electrical Lines Shall be Installed Underground.

**GENERAL NOTES**

- The Location of Existing Underground Utilities, Such as Watermains, Sewers, Gas Lines, Etc., as Shown On The Plans, Has Been Determined From The Best Available Information and is Given For the Convenience of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility in the Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of Those Which are Shown May Be Different From The Location as Shown On The Drawings. Contact Engineer Immediately if Surface and/or Subsurface Features are Different Than Shown On The Drawings.
- Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
- Contractor Shall Provide Private Utility Locating Services for the Project Area.
- Notify The Owner, Engineer and The City of Des Plaines A Minimum of 48 Hours In Advance of Performing Any Work.
- All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work as Shown Hereon Shall be Restored to Original Condition to the Satisfaction of the Owner at No Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
- These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Stake All Site Improvements Accordingly. Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.
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- The Engineer is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions And Locations Of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.
- Provide An As-Built Survey Prepared By A Licensed Professional Land Surveyor in Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Rim and Invert Elevations, Final Detention Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations.
- The Illinois Department of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.



EEA - P:\23116 - Luz Associates - Graceland & Thacker\Drawings\Graceland Thacker - Site Plan.dwg  
Plotted: 10/02/23 @ 7:50pm By: cfish



LEGEND	
EXISTING	PROPOSED
Manhole	Manhole
Catch Basin	Catch Basin
Inlet	Inlet
Area Drain	Area Drain
Clean Out	Clean Out
Flared End Section	Flared End Section
Storm Sewer	Storm Sewer
Sanitary Sewer	Sanitary Sewer
Combined Sewer	Combined Sewer
Water Main	Water Main
Gas Line	Gas Line
Overhead Wires	Overhead Wires
Electrical Cable (Buried)	Electrical Cable (Buried)
Telephone Line	Telephone Line
Fire Hydrant	Fire Hydrant
Valve Vault	Valve Vault
Buffalo Box	Buffalo Box
Downspout	Downspout
Bollard	Bollard
Gas Valve	Gas Valve
Gas Meter	Gas Meter
Electric Meter	Electric Meter
ComEd Manhole	ComEd Manhole
Hand Hole	Hand Hole
Light Pole	Light Pole
Light Pole w/ Most Arm	Light Pole w/ Most Arm
Utility Pole	Utility Pole
Telephone Pedestal	Telephone Pedestal
Telephone Manhole	Telephone Manhole
Sign	Sign
Fence	Fence
Accessible Parking Stall	Accessible Parking Stall
Curb & Gutter	Curb & Gutter
Depressed Curb	Depressed Curb
Curb Elevation	Curb Elevation
Gutter Elevation	Gutter Elevation
Pavement Elevation	Pavement Elevation
Sidewalk Elevation	Sidewalk Elevation
Ground Elevation	Ground Elevation
Top of Retaining Wall Elevation	Top of Retaining Wall Elevation
Swale	Swale
Contour Line	Contour Line
Deciduous Tree	Deciduous Tree
Coniferous Tree	Coniferous Tree
Brushline	Brushline
Tree Protection	Tree Protection
Fencing at Drip Line	Fencing at Drip Line

- ### GRADING NOTES
- The Grading and Construction of Proposed Improvements Shall Be Done In A Manner Which Will Allow For Positive Drainage, and Not Cause Ponding of Stormwater on the Surface of Proposed Improvements.
  - All Landscaped Areas Disturbed By Construction Shall Be Respread With 6 Inches (Min.) to 12 Inches (Max.) Topsoil and seeded Unless Noted Otherwise On The Landscape Drawings.
  - Refer to Architectural Drawings for Locations and Patterns of Expansion and Control Joints in Concrete Pavement and Sidewalks.
  - Accessible Parking Spaces and Loading Spaces Shall Be Sloped at Maximum 2.0% in Any Direction. Maximum Sidewalk Cross Slopes Shall be 2.0%. Maximum Longitudinal Sidewalk Slope Shall be 4.9%. Contact Engineer if Conflicts Exist.
  - Rebuild Existing Structures and Adjust Rim Elevations to Match Proposed Ground Elevations.
  - Public Sidewalk Adjacent to the Site Found to be in Poor or Unsafe Condition or Damaged by Construction Shall be Replaced. City of Des Plaines Shall Make Final Determination Near the Completion of Construction Activities.

### PAVING & SURFACE LEGEND

	Asphalt Pavement Overlay 2" Hot Mix Asphalt, Mix D, IL-9.5, N50
	Heavy-Duty Asphalt Pavement Section 1 1/2" Hot Mix Asphalt, Mix D, IL-9.5, N50 3 1/2" Hot Mix Asphalt, IL-19.0, N50 Prime Coat (0.25 gal/sq yd) 10" Aggregate Base Course, Type B, Crushed, CA-6 Non-Woven Geotextile Fabric, 8 oz
	Vehicular Permeable Paver Section See Landscape Plans for Paver Selection 1.5" CA-16 Setting Bed 6" CA-7 Aggregate Base Course 16" CA-1 Aggregate Base Course
	Concrete Driveway Section 8" Portland Cement Concrete 6"x6" W2.9xW2.9 Welded Wire Fabric 6" Aggregate Base Course, Type B, Crushed
	Concrete Sidewalk Section 5" Portland Cement Concrete 6"x6" W1.4xW1.4 Welded Wire Fabric 2" Aggregate Base Course, Type B, Crushed
	Stormwater Overland Flow Path
	Ridge Line/High Point

- ### GENERAL NOTES
- The Location of Existing Underground Utilities, Such as Watermain, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and is Given For The Convenience of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility In The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of Those Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately If Surface and/or Subsurface Features Are Different Than Shown On The Drawings.
  - Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
  - Contractor Shall Provide Private Utility Locating Services for the Project Area.
  - Notify The Owner, Engineer and The City of Des Plaines A Minimum of 48 Hours In Advance of Performing Any Work.
  - All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner at No Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
  - These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Stake All Site Improvements Accordingly. Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.
  - No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.
  - The Engineer is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions and Locations of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.
  - Provide An As-Built Survey Prepared By A Licensed Professional Land Surveyor In Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Rim and Invert Elevations, Final Detention Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations.
  - The Illinois Department of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.

**ERIKSSON ENGINEERING ASSOCIATES, LTD.**  
 145 COMMERCE DRIVE, SUITE A  
 GRAYSLAKE, ILLINOIS 60030  
 PHONE (847) 223-4804  
 FAX (847) 223-4864  
 EMAIL: INFO@EEA-LTD.COM  
 PROFESSIONAL DESIGN FIRM  
 LICENSE NO. 184-003220  
 EXPIRES: 04/30/2025

**GRACELAND & THACKER RESIDENTIAL COMMUNITY**  
**GRACELAND & THACKER DES PLAINES, ILLINOIS**

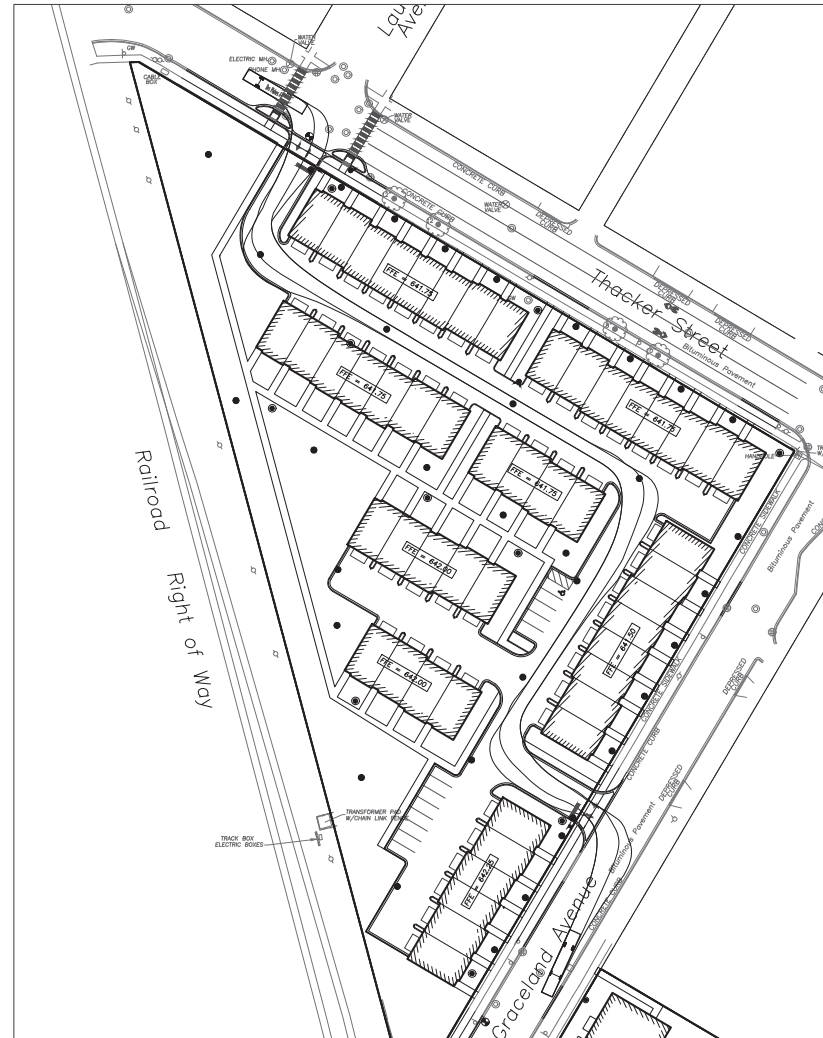
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	06/30/23	ISSUED FOR P2B
	07/18/23	ISSUED FOR P2B
	08/22/23	ISSUED FOR P2B
	09/15/23	ISSUED FOR P2B
	10/02/23	ISSUED FOR P2B

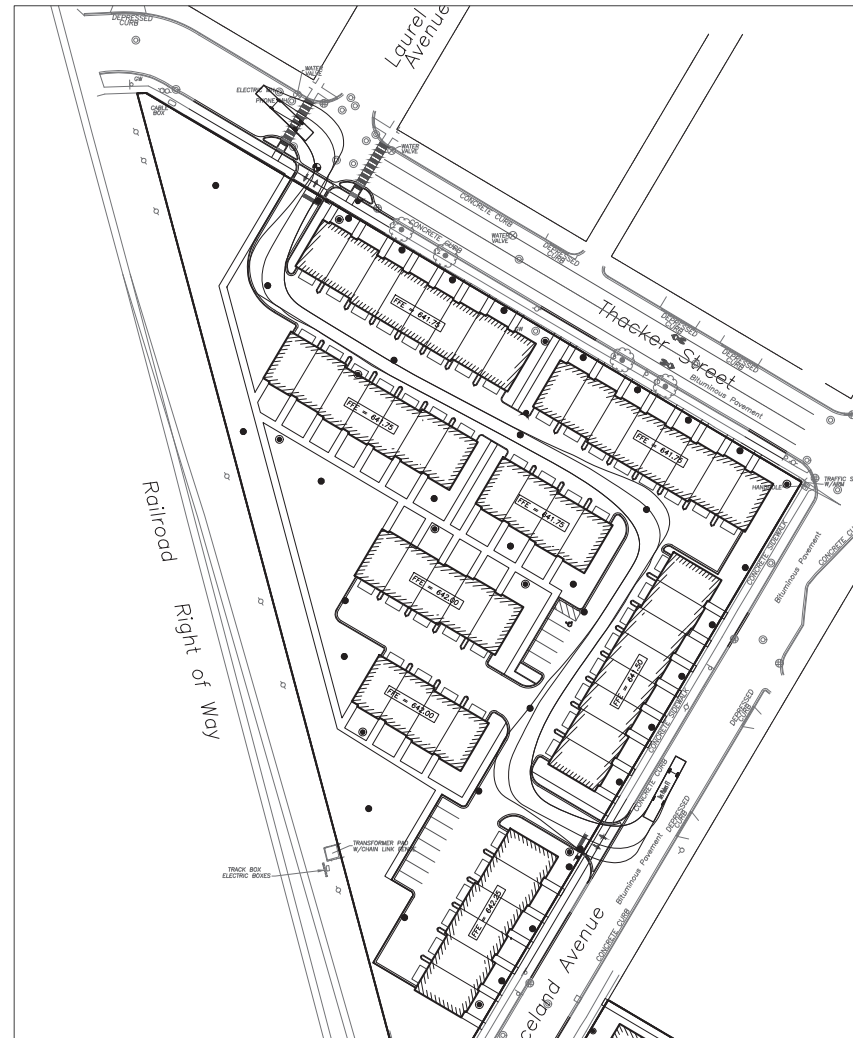
Design By:	Approved By:	Date:
CS	CMF	05/30/23

Sheet Title:  
**GRADING AND PAVING PLAN - SITE A**

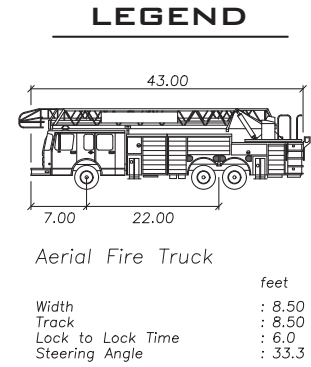
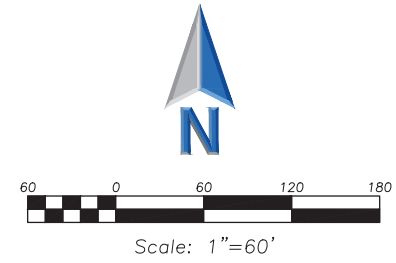
Sheet No:  
**C400**



**FIRE TRUCK**  
**INGRESS FROM THACKER - EGRESS TO GRACELAND**



**FIRE TRUCK**  
**INGRESS FROM GRACELAND - EGRESS TO THACKER**



**ERIKSSON  
 ENGINEERING  
 ASSOCIATES, LTD.**  
 145 COMMERCE DRIVE, SUITE A  
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 EXPIRES: 04/30/2025

**GRACELAND & THACKER  
 RESIDENTIAL COMMUNITY  
 GRACELAND & THACKER  
 DES PLAINES, ILLINOIS**

Reserved for Seal:

No.	Date	Description
05/22/23		ISSUE FOR VILLAGE SUBMITTAL
06/30/23		ISSUED FOR PZB
07/18/23		ISSUED FOR PZB
08/22/23		ISSUED FOR PZB
09/15/23		ISSUED FOR PZB
10/02/23		ISSUED FOR PZB

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Design By:	Approved By:	Date:
CS	CMF	05/30/23

Sheet Title:  
**TURNING  
 EXHIBIT -  
 SITE A**

Sheet No:  
**TEX-1**



**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

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

**MEMORANDUM**

**Date:** November 21, 2023  
**To:** Michael G. Bartholomew, City Manager  
**From:** Samantha Redman, Senior Planner *SR*  
**Cc:** Ryan Johnson, Assistant Director of Community and Economic Development *RJ*  
**Subject:** Zoning Map Amendment from C-3 to R-4 at Approximately 1217 Thacker Street/919-921 Graceland Avenue (Former Contour Saws Parking Lot) (Site B)

---

**Issue:** The petitioner is requesting to rezone the property at PIN 09-20-203-006-0000 (approximately 1217 Thacker Street/919-921 Graceland Avenue) from C-3 General Commercial to R-3 Townhouse Residential.

**Petitioner:** Luz and Associates #1, LLC, 2030 West Wabansia Ave., Chicago, IL 60611  
**Owner:** Contour Saws, Inc., 100 Lakeview Parkway, Ste. 100, Vernon Hills, IL 60061  
**Case Number:** #23-040-MAP  
**PIN:** 09-20-203-006-0000  
**Ward Number:** #2, Alderman Colt Moylan  
**Existing Zoning:** C-3, General Commercial  
**Surrounding Zoning:** North: R-4, Central Core Residential  
South: Railroad and C-3, General Commercial  
East: C-3, General Commercial  
West: M-2, General Manufacturing  
**Surrounding Land Uses:** North: Multi-family residential building  
South: Railroad and commercial office buildings  
East: Commercial buildings  
West: Former Contour Saws manufacturing building  
**Street Classification:** Graceland Avenue is classified as a minor arterial road.  
**Comprehensive Plan:** Industrial is the recommended use for this property.

**Property/Zoning History:** The property was formerly the parking lot associated with the Contour Saws manufacturing facility located to the northwest. The Contour Saws building was built in the 1960s and operated in this location until 2020. Historic aerials indicate the site has been developed as a parking lot since the early 1960s, and the use has never changed.<sup>1</sup> Between 1938 and 1960, zoning for the property changed from commercial to light industrial and back to the current commercial zoning. However, no commercial use has ever been associated with this property. The property is currently owned by Contour Saws and is vacant.

**Project Description:** The petitioner is Luz and Associates, which is the contract purchaser of the subject property, along with the main Contour Saws building property on the other side of Graceland. They are proposing a zoning map amendment from C-3, General Commercial to R-4, Central Core Residential. The amendment would allow for a contemplated multifamily residential building at this site, one of two that are proposed for the former Contour Saws facility.

#### Zoning Map Amendment Overview

The purpose of a zoning map amendment is to determine whether an existing zoning district is suitable for a location and, if not, which zoning district would be more suitable, given the context of the neighborhood, city goals, and local, state, and national development trends.

Although a specific project can be considered alongside any zoning application, zoning change deliberation often looks at a property at a larger scale within the neighborhood and city. However, a Site Plan Review, as required by Section 12-3-2, was performed for the conceptual project at this site. The Site Plan Review contributes to the overall assessment of a zoning map amendment, demonstrating the feasibility of a specific project with this zoning. Refer to the Site Plan Review section of this report and associated attachments.

#### *C-3 Zoning and Suitability of the Site for Proposed R-4 Zoning*

The C-3, General Commercial zoning district is intended to accommodate a diversity of businesses. Out of all of the commercial districts, C-3 permits the largest number of different uses, allowing for 37 uses permitted by right (meaning no zoning entitlement process) and 28 conditional uses. A broad variety of uses are allowed, including retail, office, restaurants, and other commercial services.

However, this site has never been developed with a commercial use, despite having the most permissive commercial zoning for decades. Even with the closure of Contour Saws in 2020, the site remains an unoccupied, surface parking lot. The Comprehensive Plan envisions this area for manufacturing uses; however, the plan was written in 2019 prior to the unanticipated closure of Contour Saws in 2020.

Considering this site has never successfully been developed into a commercial use, the zoning map amendment process allows the City to determine if another type of use would be more suitable. This site is uniquely situated near many amenities and services necessary to support residential development. Few available properties exist in Des Plaines with the transit, recreational, and

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<sup>1</sup> Historic Aerials, 1961 Aerial, [historicaerials.com](http://historicaerials.com)

commercial opportunities available within walking distance, making this site an ideal location for additional residential versus commercial or manufacturing development. Within a half-mile of the property (an approximate 8–15-minute walk for the average person<sup>2</sup>), the following services are available. Refer to Amenities and Services Map attachment for further details.

<b>Service</b>	
Transit	Des Plaines Metra Station platform; Pace Bus Stops for Lines 226, 230, and 250, and PULSE
Downtown Commercial Area	Restaurants, retail/personal services including dentist, optometrist, urgent care, private gym, and salons
Schools (private and public)	Central Elementary School, Willows Academy, Little Bulgarian School, Islamic City Center of Des Plaines Academy
Parks	Centennial Park, Central Park, Paroubeck Park, Potowatomie Park
Public Buildings	Library, City Hall

A change to the zoning would be necessary to allow residential uses on this property. No new residential uses are permitted within the C-3 zoning district in this location. An analysis of the various options for residential zoning districts is necessary to determine what is best suited for this site. Below is a table of residential zoning districts and the residential uses permitted within them.

<b>Residential Districts Use Matrix</b>				
<i>Use</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>R-4</i>
Single Family Detached	P	C*	C*	C*
Townhouse	Not permitted	Not permitted	P	P
Two-family (duplex)	Not permitted	P	Not permitted	Not permitted
Multi-Family	Not permitted	Not permitted	P	P

\*Note: Only applies to single-family detached dwellings that were lawfully constructed prior to August 17, 2020 and are located in a zoning district other than R-1.

The R-1 and R-2 zoning districts would restrict the density of residential units at the property, limiting the development potential. As the name suggests, the R-1, Single Family Residential district limits the number of dwelling units to one dwelling unit per parcel. The R-2, Two-Family Residential district similarly limits the number of dwellings to two units per parcel. To allow for more than one or two residences on this 1.23-acre property, the property would need to be subdivided. If the property were subdivided to meet the R-1 or R-2 bulk standards, it is unlikely the property could produce more than five residential

<sup>2</sup> Bohannon, R. W. (1997). Comfortable and maximum walking speeds of adults aged 20-79 years: reference values and determinants. *Age and Ageing*, page 17.

units. The property is also too small to allow for a Planned Unit Development (PUD), which would allow for smaller lots but requires a minimum parcel size of 2 acres (Section 12-3-5.B.3).

The R-3, Townhouse Residential and R-4, Central Core Residential districts provide the option to increase the number of units on this parcel without requiring subdivision. Comparatively, a townhouse or multi-family development would supply a greater number of units in the same amount of space, creating a more efficient and economical option for this location. The main difference between the R-3 and R-4 districts is the bulk standards. The table below provides a comparison.

<b>R-3 Versus R-4 Bulk Standards</b>		
<i>Bulk Controls</i>	<i>R-3</i>	<i>R-4</i>
Maximum height	45 ft	80 ft
Minimum front yard	25 ft	12 ft
Minimum side yard	Buildings 35 ft. and under: 5 ft. Over 35 ft.: 10 ft.	Buildings 35 ft. and under: 5 ft. Over 35 ft.: 10 ft.
Minimum rear yard	Buildings 35 ft. and under: 25 ft. or 20% of lot depth, whichever is less Buildings over 35 ft.: 30 ft.	Buildings 40 ft. and under: 25 ft. or 20% of lot depth, whichever is less Buildings over 40 ft.: 25 ft., plus 2 ft. for every 10 ft. over 40 ft.
Minimum lot width	45 ft.	45 ft.
Minimum lot area	2800 sq. ft. per dwelling unit	40,700 sq. ft (.93 acres). <sup>1</sup>

1. The minimum lot area for a zoning lot in the “R-4 Central Core Residential District” shall be either 10,000 square feet or shall be determined by the total sum of the required minimum lot area of each dwelling unit on the zoning lot in accordance with the table in Section 12-7-2.J.

R-3 and R-4 zoning districts both allow for multifamily residential development. However, R-3 requires 2,800 square feet of space per dwelling unit, allowing a maximum of 19 units on this 53,731-square-foot (1.23-acre) property. Compared to R-3, the R-4 district allows for a significantly larger number of residential units, requiring smaller lot areas per unit and allowing for a taller building.

### *Demographic Trends and Accommodating an Aging Population*

The existing housing stock throughout the city is predominantly single-family residential and the Comprehensive Plan states it is a goal to maintain this stock of high-quality single family residential property within the city. However, the detached single family housing type is an increasingly unaffordable product for many existing and future residents. In comparison, townhouses and multi-family provide additional housing stock at a more financially attainable scale due to the smaller size and reduced maintenance cost.

An important goal of 2019 Comprehensive Plan is to provide avenues to allow residents to age-in-place and improve accessibility. As of 2015, the percentage of Des Plaines residents 50 or older was 40.2%, compared to the regional average of 31.4%.<sup>3</sup> According to the U.S. Census Bureau, this percentage is likely to grow, with one in five Americans at retirement age by 2030.<sup>4</sup> Households approaching retirement are frequently interested in downsizing to limit maintenance costs and reduce monthly housing costs to meet limitations of fixed incomes. Supplying a diverse housing stock in this area provides the option for seniors to continue living within the city. A residential development in this location would be close enough to facilities and services for an aging population to independently complete activities of daily living, with many amenities available within walking or transit distance.

In terms of accessibility, it is relevant to note that multifamily housing developments, either private or public, with four or more units are required to meet accessibility requirements outlined in the Fair Housing Act.<sup>5</sup> This includes provisions requiring certain units to have accessible access, routes, and usable private and common spaces for individuals with disabilities. Note buildings separated by a firewall, such as townhouses, are not subject to these accessibility requirements.<sup>6</sup> Additionally, the International Building Code (IBC) requires buildings of a certain size to have at least one elevator and it must be able to accommodate an ambulance stretcher (IBC 2015 Section 3002.4). Overall, multi-family residential developments over a certain size versus single-family detached or attached residences provide a greater likelihood of providing the accessibility needs of an aging population and provide additional housing opportunities for individuals with disabilities regardless of age.

With these considerations regarding the location of the property near other R-4 zoned, multi-family properties, the proximity to numerous private and public services, and the goals of the Comprehensive Plan focused on providing diversity of housing stock and providing accessible options for residents, senior or otherwise, the R-4 zoning district is a suitable fit for this property.

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<sup>3</sup> Des Plaines 2019 Comprehensive Plan, Page 32

<https://www.desplaines.org/home/showpublisheddocument/162/637612522934400000>

<sup>4</sup> U.S. Census Bureau (2018) *Older People Projected to Outnumber Children for First Time in U.S. History*,

<https://www.census.gov/newsroom/press-releases/2018/cb18-41-population-projections.html>

<sup>5</sup> U.S. Department of Housing and Urban Development, *Accessibility Requirements for Buildings*

[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/disabilities/accessibilityR](https://www.hud.gov/program_offices/fair_housing_equal_opp/disabilities/accessibilityR)

<sup>6</sup> U.S. Department of Housing and Urban Development, *Fair Housing Act Design Manual*, Page 10

<https://www.huduser.gov/portal/Publications/PDF/FAIRHOUSING/fairfull.pdf>

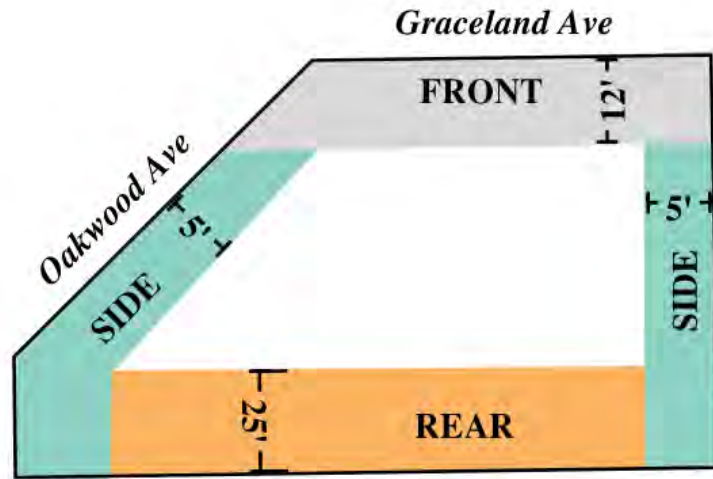


Site Plan Review

*Proposed Project Overview*

The petitioner proposes a four story, 56-unit multi-family residential development and associated parking lot and private park space. Note the proposed development is one of two for the former Contour Saws properties; the site to the north will be reviewed and considered as a separate application.

This type of development is permitted in the proposed R-4 Central Core Residential district if it follows all bulk regulations and other standards. The below diagram illustrates staff’s interpretation of where the required yards are located for this property, as noted in Section 12-7-2 and defined in Section 12-13-3.



The table on the following page compares the R-4 district regulations with the proposed development on the subject property.

<b>R-4 -Central Core Residential District Bulk Standards</b>		
<i>Bulk Controls</i>	<i>Required</i>	<i>Proposed</i>
Maximum height	80 ft. <sup>1</sup>	48 ft.
Minimum front yard	12 ft.	15 ft.
Minimum side yard	5 ft.	5 ft.
Minimum rear yard	25 ft.	25 ft. <sup>1</sup>
Minimum lot width	50 ft.	193.86 ft.
Minimum lot area	40,700 sq. ft. <sup>2</sup> (refer to Footnote 2 and associated table below)	53,731.42 sq. ft.

Notes:

1. Off-street parking spaces are permitted to be located in any required yard, including the rear yard, pursuant to Section 12-9-6.C.
2. The minimum lot area for a zoning lot in the “R-4 Central Core Residential District” shall be

either 10,000 square feet or shall be determined by the total sum of the required minimum lot area of each dwelling unit on the zoning lot in accordance with the following table, whichever is greater:

Number Of Bedrooms	Minimum Lot Area (Square Feet)
Efficiency dwelling unit	600
1 bedroom	700 sq. ft. minimum required lot area * 41 units proposed = 28,700 sq. ft. of lot area required
2 bedrooms	800 sq. ft. minimum required lot area * 15 units = 12,000 sq. ft. of lot area required
<b>Total Required Lot Area:</b>	40,700 sq ft

*Site Plan Review Standards*

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, located in the Site Plan attachment.

Note many of the provided plans include an entrance/exit from the alley. However, the developer has chosen to remove this proposed driveway in favor of one entrance entering and exiting. The Site Plan attachment provides the most up to date plan; this plan was used to complete the Site Plan Review below. All other updated plans, including an updated traffic study, will be provided with any future Planning and Zoning Board and City Council packets, and will be uploaded onto the [desplaines.org/contourplace](http://desplaines.org/contourplace) when available.

Site Plan Review	
Item	Analysis (based on Proposal)
The arrangement of structures on the site	<ul style="list-style-type: none"> <li>Places the building along the street frontage rather than the parking lot. By placing a building along a street rather than the parking lot, the design presents better cohesion with the buildings surrounding it by placing the building at approximately the same distance from the property line as adjacent multi-family buildings.</li> <li>A more efficient design would involve the placement of parking in a parking garage underneath the building, rather than surface parking. However, it is unknown the expense and the impact on economic viability for this project</li> </ul>

	<p>if this site design change were required. Taking into consideration the current use (vacant surface parking lot), the proposed development provides a substantially more efficient use of the property.</p>
<p>The arrangement of open space and landscape improvements</p>	<ul style="list-style-type: none"> <li>• Landscaping is provided around the building in excess of requirements along the front yard and perimeter parking lot landscaping meets zoning requirements. In addition, a private park space is proposed, as noted on the plans. Refer to Landscape Plan attachment.</li> <li>• Staff advises the movement of the shade tree shown on the landscape plan from the corner between Oakwood Avenue and the alley to improve visibility for vehicles and pedestrians entering and exiting the driveway. The tree will need to be located elsewhere on the property and staff will confirm the landscape plan includes the required amount of parking lot landscaping at time of building permit.</li> </ul>
<p>The adequacy of the proposed circulation system on the site</p>	<ul style="list-style-type: none"> <li>• Curb cut closed onto Graceland, pushing traffic to Oakwood Ave. and the alley. The traffic study provided with this application demonstrates that proposed traffic will not have a significant impact on the area roadways. It is important to note the existing parking lot includes over one hundred parking spaces and the Contour Saws facility likely generated a greater amount of traffic for employees and deliveries than proposed with this residential development. <i>The Board may seek to ask the petitioner if they anticipate any significant changes to traffic with the updated site plan (eliminating the entrance/exit of the parking lot into the alley) not reflected in the traffic impact study.</i></li> <li>• The closure of a curb cut along Graceland Ave and replacing it with a parkway and walkway improves safety and comfort for pedestrians along this side of Graceland. The proximity of the building to the street also provides better surveillance within the neighborhood, with windows facing the residential neighborhood and providing additional “eyes on the street.”</li> <li>• A loading/unloading zone within the development eliminates traffic on the adjacent streets and alley for deliveries, dumpster pickup, and ride sharing for proposed future residents and visitors.</li> </ul>

	<ul style="list-style-type: none"> <li>• Parking meets the off-street parking requirements of Section 12-9-7, providing sixty-five spaces, which is the minimum required amount. It is anticipated, as discussed in the petitioner’s response to standards and the provided traffic study, that the proximity of the site to numerous transit options and a bike route along Thacker St, will reduce dependence on automobiles for this project.</li> </ul>
<p>The location, design, and screening of proposed off-street parking areas</p>	<ul style="list-style-type: none"> <li>• Perimeter landscaping, including required shrubs and shade trees, are provided around the proposed parking lot. A private park blocks some view of the parking lot from Oakwood Ave.</li> <li>• Site is situated in such a way that the parking lot has minimum visibility from Graceland Avenue and Oakwood Avenue and minimal conflict with pedestrians along public walkways.</li> </ul>
<p>The adequacy of the proposed landscaping design on the site</p>	<ul style="list-style-type: none"> <li>• All required landscaping in terms of perimeter and interior parking lot landscaping and landscaping of required yards is fulfilled.</li> <li>• Private park space provided in the southwestern area of the property with accessible walking path to the building and from Oakwood Ave.</li> </ul>
<p>The design, location, and installation of proposed site illumination</p>	<ul style="list-style-type: none"> <li>• Photometric plan demonstrates conformance with Section 12-12-10, with no more than 0.2-foot candles spilling over the property line in any location, well within the limits of the zoning ordinance.</li> <li>• The parking lot is properly illuminated, with at least one footcandle in any parking area, meeting requirements of Section 12-9-6.G.</li> </ul>
<p>The correlation of the proposed site plan with adopted land use policies, goals, and objectives of the comp. plan</p>	<ul style="list-style-type: none"> <li>• Does not fit the manufacturing use illustrated by the Comprehensive Plan; however, the 2019 plan was written on the assumption that the Contour Saw facility will continue operating.</li> <li>• The proposed plan supports the following goals (refer to “Demographic Trends and Accommodating an Aging Population” and “C-3 Zoning and Suitability of the Site for Proposed R-4 Zoning” sections of this report for further details): <ul style="list-style-type: none"> <li>○ Goal 4.1. Ensure the City has several housing options to fit diverse needs.</li> <li>○ Goal 4.3 Provide new housing at different price points</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Goal 4.5 – Plan for and identify policies and tools that ensure accessibility</li> <li>● In addition to housing goals, the proposed development meets economic goals of the city by providing additional property tax revenue compared to the existing use of the site. Refer to the Tax Projections attachment.</li> </ul>
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*Summary of Public Outreach*

In an effort to improve community engagement and transparency surrounding new, large developments within Des Plaines, the City provided numerous opportunities for residents to review the proposal and provide input. To provide regular project updates, a webpage on the city website was created: [desplaines.org/contourplace](https://desplaines.org/contourplace). On June 6, 2023, the Planning and Zoning Board hosted a public workshop to provide the developer, board, and the public an opportunity to review plans and provide input into the proposed development at this location and the former Contour Saws facility to the north of this property. After this meeting, the project webpage was updated to include a public input form to continue gathering community comments on the plans. Refer to Public Comment attachment for all public comments.

**PZB Recommendation and Conditions:** The PZB held a public hearing on July 25, 2023 to consider the request. Their rationale for recommendations is captured in the excerpt to the approved minutes from the meeting. The PZB voted 6-0 to *recommend approval* of the map amendment. Pursuant to Section 12-3-7.G.1 of the Zoning Ordinance, the City Council has final authority to approve, approve with modifications, or deny the request, which would be approved by Ordinance Z-34-23.

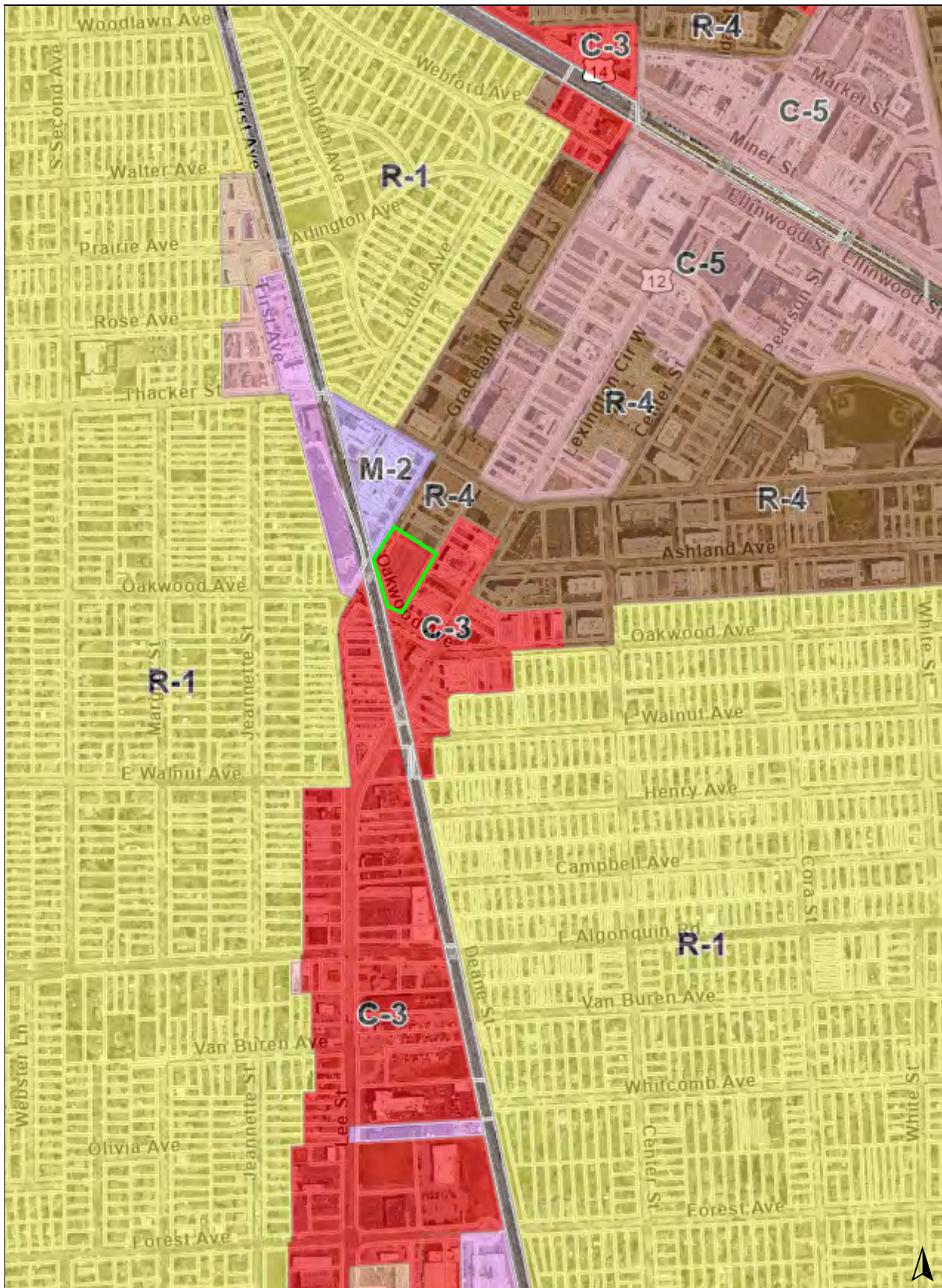
**Attachments:**

- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: Narrative and Response to Standards
- Attachment 4: Amenities and Services Map
- Attachment 5: Plat of Survey
- Attachment 6: Site Plan
- Attachment 7: Architectural Plans
- Attachment 8: Landscape Plans
- Attachment 9: Engineering Plans
- Attachment 10: Photometric Plan
- Attachment 11: Traffic Impact Study without Appendices<sup>7</sup>
- Attachment 12: Property Tax Projections
- Attachment 13: Public Comments
- Attachment 14: Chairman Szabo PZB Recommendation Letter
- Attachment 15: Excerpt of Approved Minutes from the July 25, 2023 PZB Meeting

**Ordinance Z-34-23**

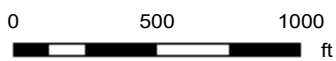
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<sup>7</sup> Full copy available upon request to the Community and Economic Development department.



### Legend

- Subject Site
- Zoning
- C-1: Neighborhood Shopping
- C-3: General Comm
- C-4: Regional Shop
- C-5: Central Business
- M-1: Limited Manufacturing
- M-2: General Manufacturing
- R-1: Single Family Residential
- R-3: Townhouse Residential
- R-4: Central Core Residential



Print Date: 7/20/2023

### 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.



**Attachment 2**

**Public Notice Sign 1, facing property northeast**



**View of existing parking lot facing alley to northeast; degraded pavement**



**Public Notice Sign 2, facing property southeast**



**View of parking lot and adjacement multifamily development as well as existing Contour Saw facility facing northwest**



**Graceland and Thacker Development  
East Side of Graceland Avenue (Site B)**

**NARRATIVE**

The subject property contains approximately 53,472 sq. ft. of land and is improved with a surface parking lot with approximately 145 spaces. The exiting parking lot has no landscaping and was used in connection with Contours Saw, Inc.'s operations at the site across Graceland from the parking lot. The property is currently zoned C-3.

The Applicant for the rezoning proposes to redevelop the property with a four-story building containing 56 residential units, comprised of 41 one-bedroom units and 15 two-bedroom units. Sixty-four surface parking spaces will be located on-site, including three ADA spaces and two EV spaces. The proposed building's height will be 50 feet. Drop-off/Loading Zone will be provided adjacent to the proposed building's front door. The parking lot will be accessed via two driveways, one accessed from the 20 ft. public alley immediately adjacent to the rear of the site and a second from Oakwood Avenue. The façade materials will be primarily face brick, with fiber cement panels used on some sections.





## **STANDARDS FOR MAP AMENDMENTS**

1. The proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan, as adopted February 2019.

The proposed rezoning will allow for the construction of multi-family housing near multi-modal facilities and Downtown, as the subject site is approximately five blocks from the Miner St. Metra Station and Downtown. It also will promote the development of multi-family units that would increase the housing diversity and provide housing for individuals and couples, and also aging residents that seek to continue an independent lifestyle while minimizing maintenance and ownership obligations. In addition, the supply of additional housing will assist in decreasing affordability concerns due to increased supply.

2. The proposed amendment is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property.

The subject property is adjacent to an R-4 district to the north that extends north along Graceland and is generally developed with three, four and five-story multi-family buildings.

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

There are sufficient public facilities in terms of utilities to accommodate R-4 development, with stormwater detention being required for new developments per the Des Plaines municipal code. The existing streets can accommodate the anticipated traffic, which traffic may also be reduced due to the proximity of public transportation via Metra, the existing bike corridor along Thacker and the proposed bike corridor along Graceland. In terms of public open space, Central Park is located approximately three blocks east.

4. The proposed amendment will not have an adverse effect on the value of properties throughout the jurisdiction.

Because the proposed amendment will allow for development of multi-family residential of a scale compatible with adjacent properties and in a location where sufficient public facilities exist and resulting traffic can be accommodated, it will not have an adverse impact on property values within the City. In addition, the increase in tax base will help alleviate future tax increases on other properties and the increased



resident population will support existing area businesses, both of which will positively impact the property value of other properties.

5. The proposed amendment reflects responsible standards for development and growth.

The proposed amendment is consistent with responsible standard for development and growth by promoting increase density at a location where it can be accommodated that is proximate to public transit and non-vehicular travel paths, such as bike corridors. It increases the utilization of existing municipal infrastructure without taxing such infrastructure and does so while enhancing the municipal tax base.

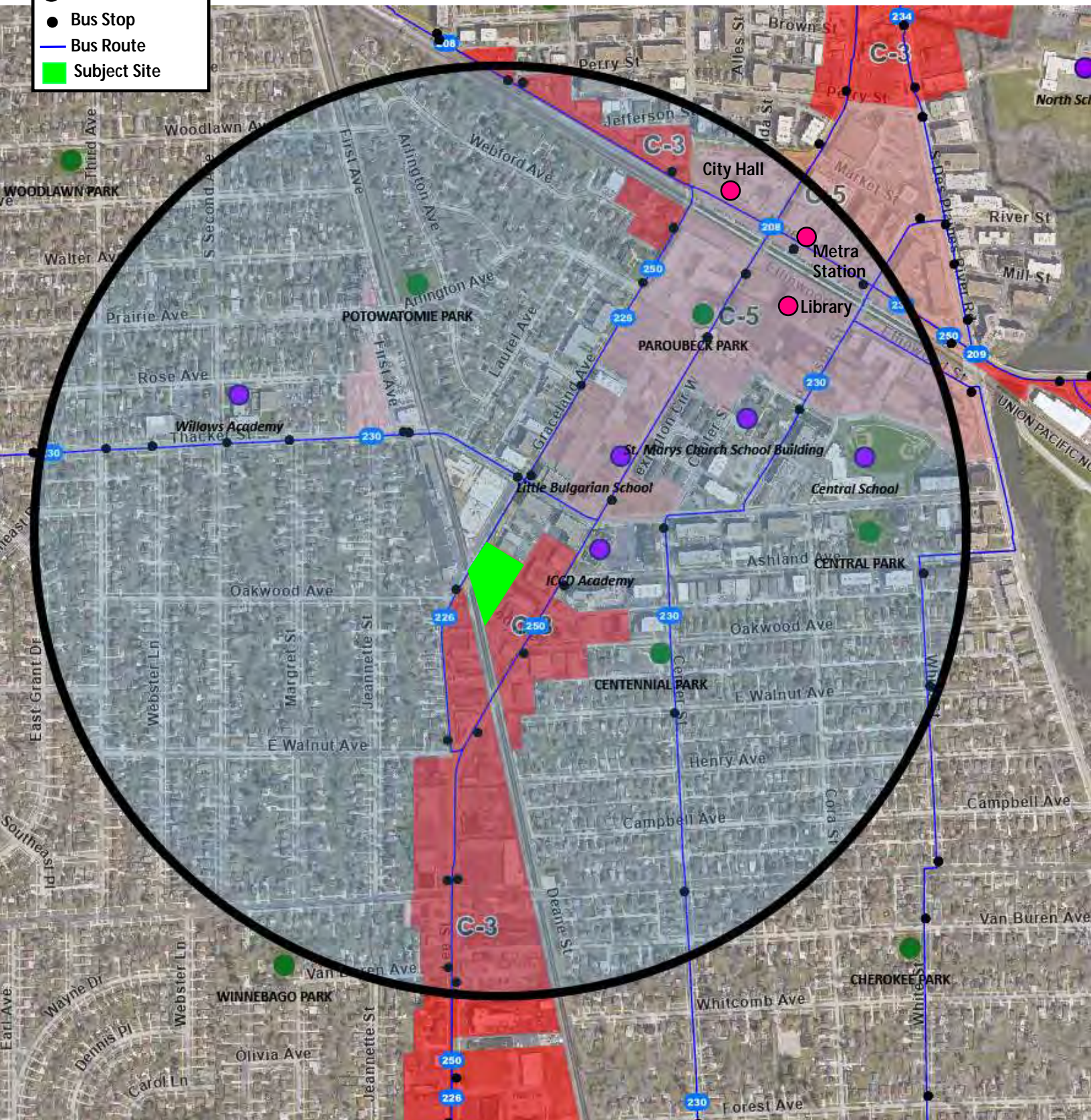


**REAL PROPERTY TAX BASE IMPACT**

The 2021 real property taxes for the property were \$43,958.09. The anticipated real property taxes for the property after completion and occupancy of the proposed development will be \$224,000 (2023 dollars).

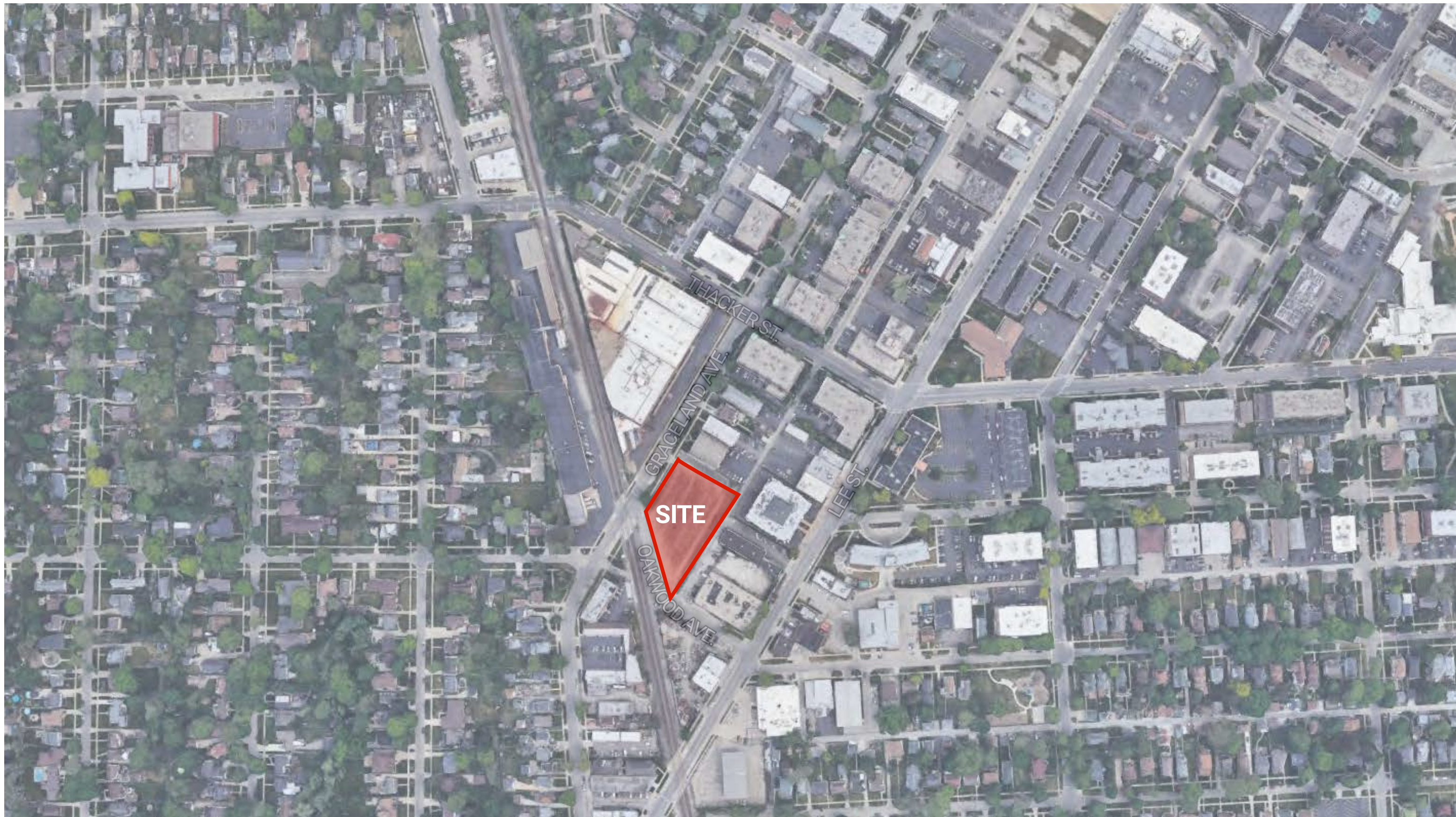
# Services within 0.5 Mile of Subject Site

- School
- Park
- Place of Interest
- Bus Stop
- Bus Route
- Subject Site









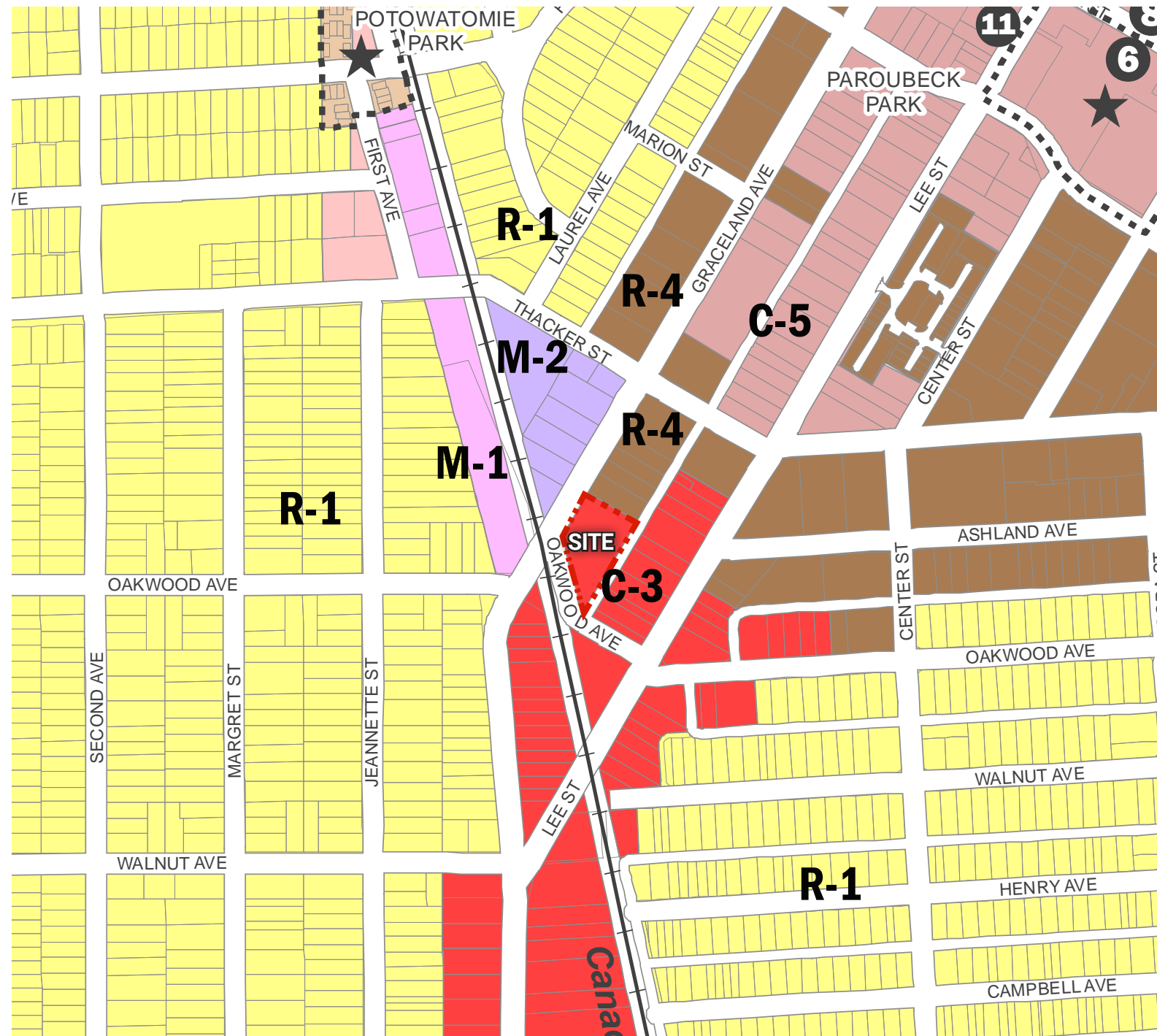
Owner/Developer:  
Luz and Associates #1 LLC

Architect:  
**FitzGerald**  
Attachment 7

# Graceland and Oakwood

Des Plaines, Illinois

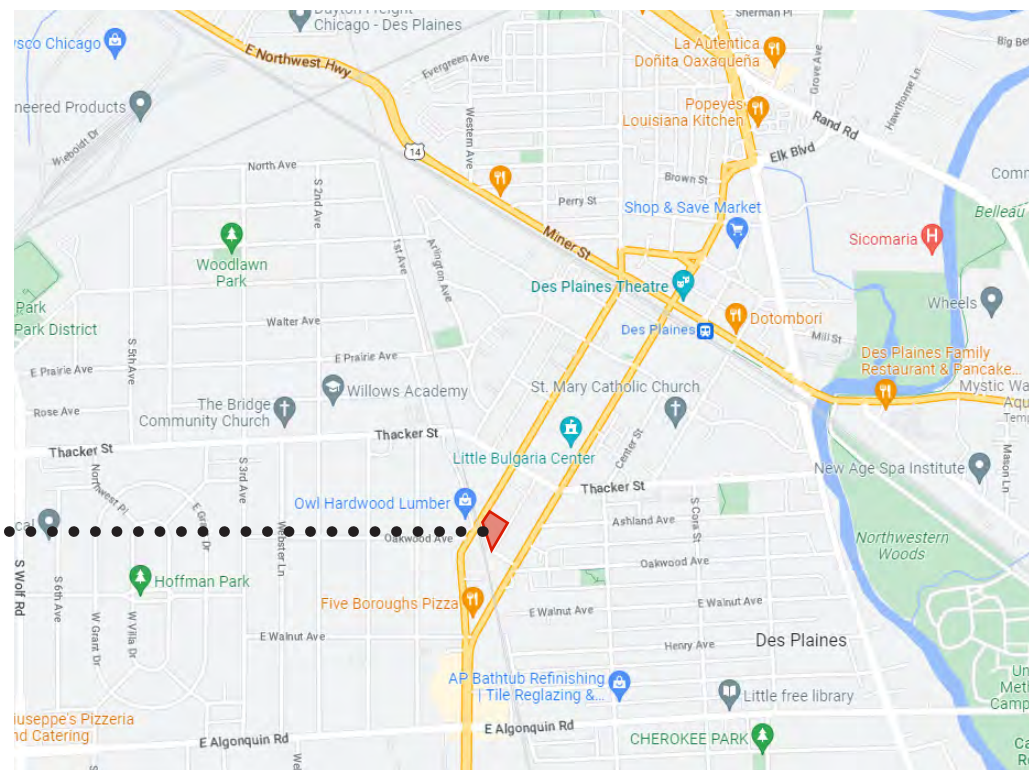
Issued for PZB Hearing | July 18, 2023  
Page 20 of 132



**ZONING MAP**

- Single Family Residential**
- R-1 Single Family Residential
- Multi Family Residential**
- R-2 Two Family Residential
- R-3 Townhouse Residential
- R-4 Central Core Residential
- M-H Mobile Home
- Commercial**
- C-1 Neighborhood Shopping
- C-2 Limited Office Commercial
- C-3 General Commercial
- C-4 Regional Shopping
- C-5 Central Business
- C-6 Casino District
- C-7 High Density Campus Commercial
- Manufacturing**
- M-1 Limited Manufacturing
- M-2 General Manufacturing
- M-3 Special Manufacturing
- Other**
- Planned Unit Development
- Institutional**
- I-1 Institutional

**PROJECT SITE**



**LOCATION MAP**



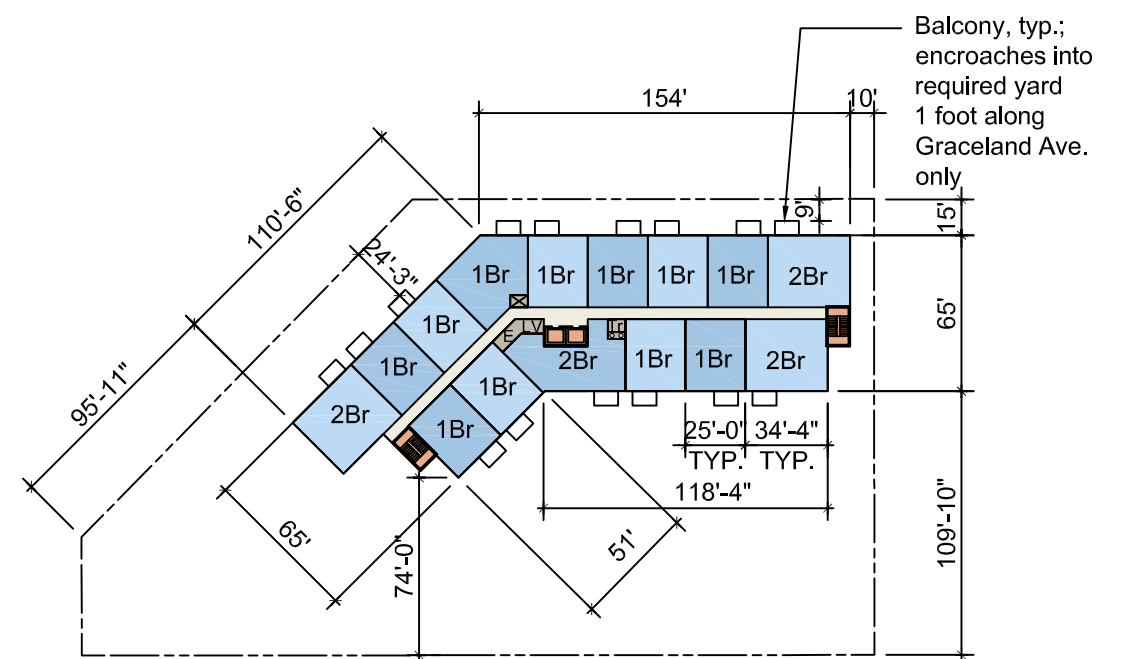
Gross Floor Area	= 14,537 sf per floor	
Dwelling Area	= 9,090 sf per floor	
Per Floor:		
	Resi Ratio	Units Count
2Br	27%	3
1Br	73%	8
<b>Total</b>		<b>11</b>

Gross Floor Area	= 14,335 sf per floor	
Dwelling Area	= 12,568 sf per floor	
Per Floor:		
	Resi Ratio	Units Count
2Br	27%	4
1Br	73%	11
<b>Total</b>		<b>15</b>

<b>Overall Gross Floor Area</b>	= 57,542 sf			
<b>Total Dwelling Area</b>	= 46,794 sf			
<b># of stories</b>	= 4			
TOTAL:				
	Resi Ratio	Units Count	Resi Ratio	Parking Req'd
2Br	27%	15	1.5	22.5
1Br	73%	41	1	41
<b>Total</b>		<b>56</b>		<b>64 req'd</b>
<b>Overall: 61 Standard + 3 Accessible Parking</b>				
<b>Total: 64 Parking Provided (64 req'd)</b>				

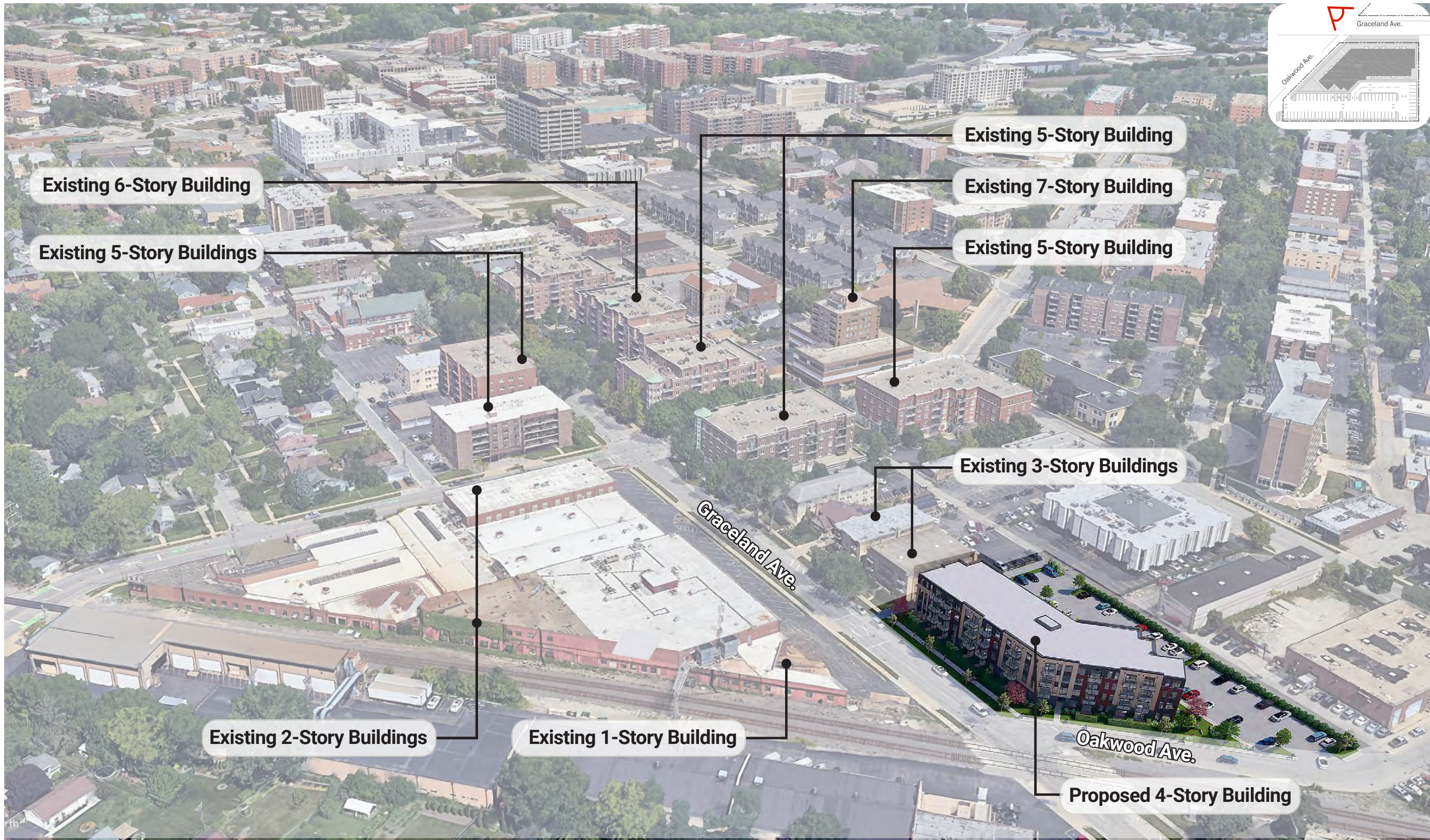


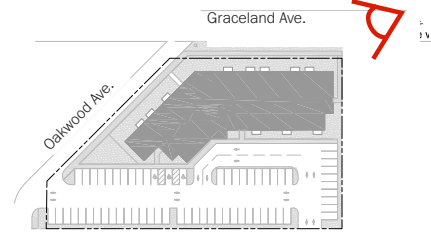
**Level 1 Plan**



**Levels 2-4 Plan**







Luz and Associates #1 LLC

Site B - Eye Level View along Graceland



SOUTHEAST ELEVATION



NORTHWEST ELEVATION



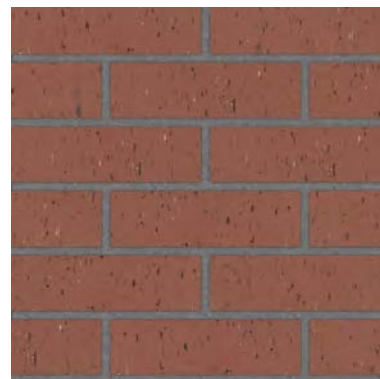
SOUTHWEST ELEVATION



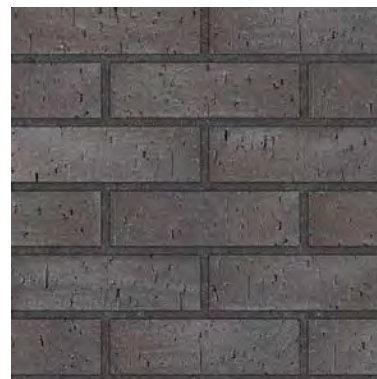
NORTHEAST ELEVATION



① **Face Brick**



② **Face Brick**



③ **Face Brick**



④ **Cast Stone**



⑤ **Frosted Glass**



⑥ **Fiber Cement**





**ERIKSSON**  
ENGINEERING  
ASSOCIATES, LTD.

145 COMMERCE DRIVE, SUITE A  
GRAYSLAKE, ILLINOIS 60030  
PHONE (847) 223-4804  
FAX (847) 223-4864  
EMAIL INFO@EEA-LTD.COM  
PROFESSIONAL DESIGN FIRM  
LICENSE NO. 184-003220  
EXPIRES: 04/30/2025

**GRACELAND & THACKER**  
**RESIDENTIAL COMMUNITY**  
GRACELAND & THACKER  
DES PLAINES, ILLINOIS

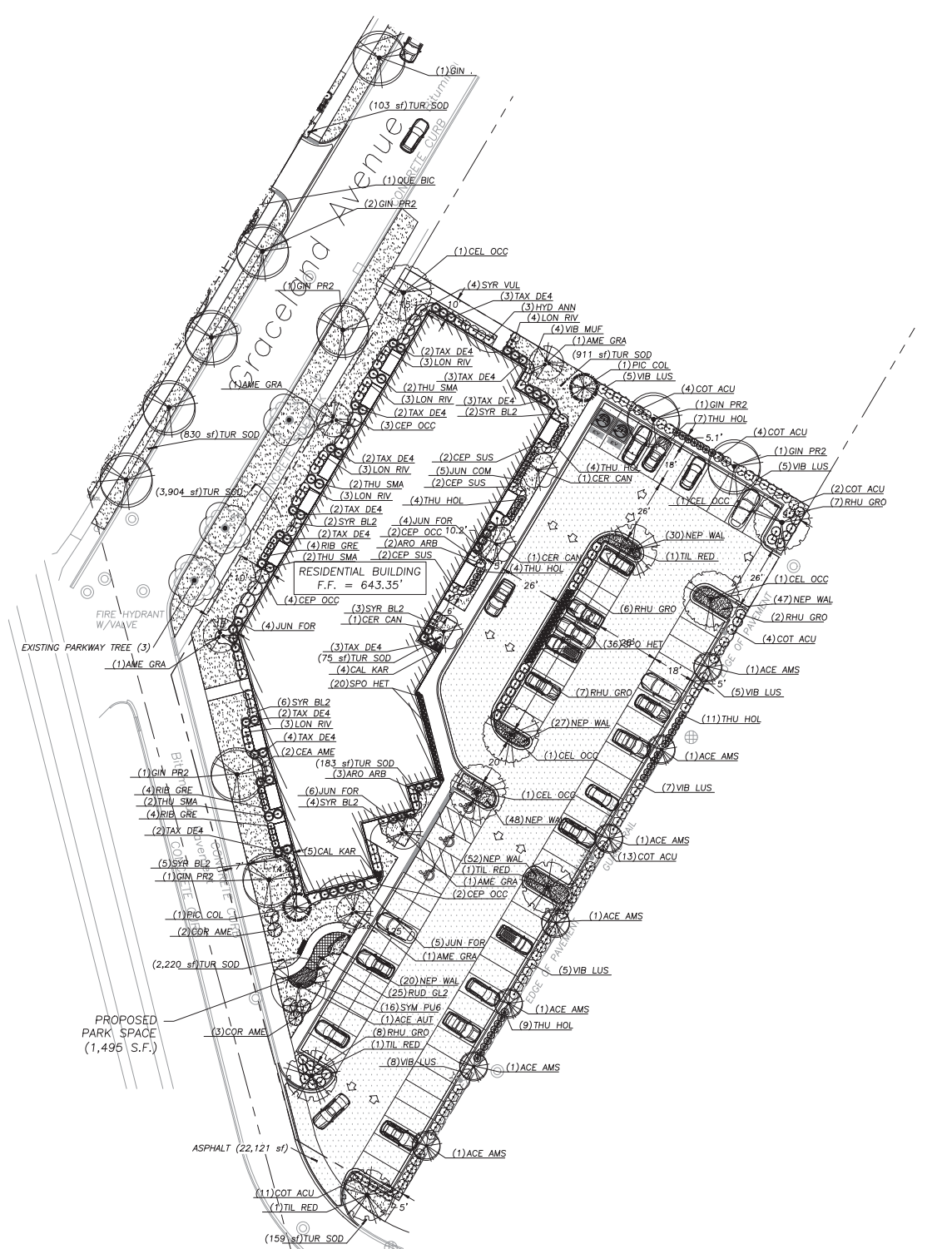
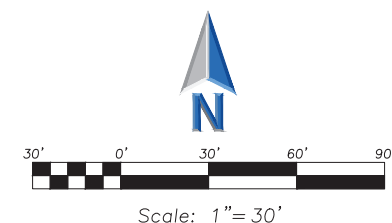
Reserved for Seal:

No.	Date	Description
	05/12/2023	PROGRESS PLANS
	05/22/2023	ISSUE FOR VILLAGE SUBMITTAL
	06/30/2023	ISSUED FOR PZB
	07/18/2023	ISSUED FOR PZB

DESIGN BY: SSG  
APPROVED BY: XXX  
DATE: 05/08/2023

Sheet Title:  
**LANDSCAPE  
PLAN  
SITE B**

Sheet No:  
**L101**



**PLANT SCHEDULE SITE B**

CANOPY TREES	BOTANICAL / COMMON NAME	COND	SIZE	QTY
ACE AUT	ACER RUBRUM 'AUTUMN FLAME' / AUTUMN FLAME MAPLE	B & B	2.5" CAL	1
ACE AMS	ACER X FREEMANNI 'ARMSTRONGS' / ARMSTRONG FREEMAN MAPLE	B & B	2.5" CAL	7
CEL OCC	CELIS OCCIDENTALIS / COMMON HACKBERRY	B & B	2.5" CAL	5
GIN PR2	GINKGO BILOBA 'PRINCETON SENTRY' / PRINCETON SENTRY GINKGO	B & B	2.5" CAL	5
TIL RED	TILIA AMERICANA 'REDMOND' / REDMOND AMERICAN LINDEN	B & B	2.5" CAL	4
EVERGREEN TREES	BOTANICAL / COMMON NAME	COND	SIZE	QTY
PIC COL	PICEA PLUNGENS 'COLORADO GREEN' / BLUE SPRUCE	B & B	6" - 8" HT.	2
UNDERSTORY TREES	BOTANICAL / COMMON NAME	COND	SIZE	QTY
AME GRA	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' / AUTUMN BRILLIANCE APPLE SERVICEBERRY	B & B	8" CLUMP	5
CER CAN	CERCIS CANADENSIS / EASTERN REDBUD	B & B	2.5" CAL	3
DECIDUOUS SHRUBS	BOTANICAL / COMMON NAME	COND	SIZE	QTY
ARO ARB	ARONIA ARBUTIFOLIA / RED CHOKEBERRY	B & B	30" HT.	5
CEA AME	CEANOTHUS AMERICANUS / NEW JERSEY TEA	B & B	30" HT.	2
COP OCC	CEPHALANTHUS OCCIDENTALIS / BUTTONBUSH	B & B	36" HT.	11
CEP SUS	CEPHALANTHUS OCCIDENTALIS 'SMCOSS' / SUGAR SHACK BUTTONBUSH	B & B	24" HT.	6
COR AME	CORYLUS AMERICANA / AMERICAN HAZELNUT	CONT.	36" HT.	5
COT ACU	COTONEASTER ACUTIFOLIUS / PEKING COTONEASTER	B & B	36" HT.	38
LON RIV	DIERVILLA X 'G2X88544' / KODIAK ORANGE DIERVILLA	CONT.	30" HT.	19
HYD ANO	HYDRANGEA ARBORESCENS 'ANNABELLE' / ANNABELLE SMOOTH HYDRANGEA	B & B	36" HT.	3
RHU GRO	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	CONT.	24" HT.	30
RIB GRE	RIBES ALPIMUM 'GREEN MOUND' / GREEN MOUND ALPINE CURRANT	CONT.	24" HT.	12
SYR VUL	SYRINGA VULGARIS / COMMON LILAC	B & B	30" HT.	4
SYR BL2	SYRINGA X 'BLOOMERANG' / BLOOMERANG LILAC	B & B	30" HT.	22
VIB MUF	VIBURNUM DENTATUM 'BLUE MUFFIN' / SOUTHERN ARROWWOOD	B & B	30" HT.	4
VIB LUS	VIBURNUM DENTATUM 'CHICAGO LUSTER' / CHICAGO LUSTER ARROWWOOD	B & B	36" HT.	35
EVERGREEN SHRUBS	BOTANICAL / COMMON NAME	COND	SIZE	QTY
JUN COM	JUNIPERUS CHINENSIS 'PFITZERIANA COMPACTA' / COMPACTA PFITZER	B & B	24" HT.	5
JUN FOR	JUNIPERUS CHINENSIS 'SEA GREEN' / SEA GREEN JUNIPER	B & B	24" SPREAD	19
TAX DE4	TAXUS X MEDIA 'DENSE YEW	B & B	30" HT.	30
THU HOL	THUJA OCCIDENTALIS 'HOLMSTRUP' / HOLMSTRUP ARBORVITAE	B & B	36" HT.	39
THU SMA	THUJA OCCIDENTALIS 'SMARAGD' / EMERALD GREEN ARBORVITAE	B & B	48" HT.	8
GRASSES	BOTANICAL / COMMON NAME	COND	SIZE	QTY
CAL KAR	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS	CONT.	#1	9
SPO HET	SPOROBOLUS HETEROLEPIS / PRAIRIE DROPSIED	CONT.	#1	56
PERENNIALS	BOTANICAL / COMMON NAME	COND	SIZE	QTY
NEP WAL	NEPETA X FASSSENI 'WALKERS LOW' / WALKERS LOW CATMINT	CONT.	#1	224
RUD GL2	RUDEBECKIA FULGIDA 'GLOOSTRUM' / BLACK-EYED SUSAN	CONT.	#1	25
SYM PU6	SYMPHYOTRICHUM NOVAE-ANGLIAE 'PURPLE DOME' / NEW ENGLAND ASTER	CONT.	#1	16
TURF GRASS	BOTANICAL / COMMON NAME	COND	SIZE	QTY
TUR SOD	TURF SOD / DROUGHT TOLERANT FESCUE BLEND	SOD	S.F.	7,452 SF

**LANDSCAPE NOTES:**

- PLANT QUANTITIES SHOWN IN THE PLANT SCHEDULE ARE FOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND INSTALLING ALL MATERIALS SHOWN ON THE PLAN AND SHOULD NOT RELY ON THE PLANT SCHEDULE FOR DETERMINING QUANTITIES.
- ALL PLANT MATERIALS SHALL BE NURSERY GROWN STOCK AND SHALL BE FREE FROM ANY DEFORMITIES, DISEASES OR INSECT DAMAGE. ANY MATERIALS WITH DAMAGED OR CROOKED/DISFIGURED LEADERS, BARK ABRASION, SUNSCALD, INSECT DAMAGE, ETC. ARE NOT ACCEPTABLE AND WILL BE REJECTED. TREES WITH MULTIPLE LEADERS WILL BE REJECTED UNLESS CALLED OUT IN THE PLANT SCHEDULE AS MULTI-STEM. NO PRUNING TO BE DONE AT THE TIME OF INSTALLATION EXCEPT FOR DEAD OR BROKEN LIMBS.
- ALL LANDSCAPE IMPROVEMENTS SHALL MEET MUNICIPALITY REQUIREMENTS AND GUIDELINES, WHICH SHALL BE VERIFIED BY MUNICIPAL AUTHORITIES.
- ALL PLANTING OPERATIONS SHALL BE COMPLETED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICES. THIS MAY INCLUDE, BUT NOT BE LIMITED TO, PROPER PLANTING BED AND TREE PIT PREPARATION, PLANTING MIX, PRUNING, STAKING AND GUYING, WRAPPING, SPRAYING, FERTILIZATION, PLANTING AND ADEQUATE MAINTENANCE OF MATERIALS DURING CONSTRUCTION ACTIVITIES.
- ALL PLANT MATERIALS SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ANY MATERIALS INSTALLED WITHOUT APPROVAL MAY BE REJECTED.
- THE CONTRACTOR SHALL GUARANTEE PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY OWNER. THE CONTRACTOR SHALL OUTLINE PROPER MAINTENANCE PROCEDURES TO THE OWNER AT THE TIME OF ACCEPTANCE. DURING THE GUARANTEE PERIOD, DEAD OR DISEASED MATERIALS SHALL BE REPLACED AT NO COST TO THE OWNER. AT THE END OF THE GUARANTEE PERIOD THE CONTRACTOR SHALL OBTAIN FINAL ACCEPTANCE FROM THE OWNER.
- ANY EXISTING TREES TO BE RETAINED SHALL BE PROTECTED FROM SOIL COMPACTION AND OTHER DAMAGES THAT MAY OCCUR DURING CONSTRUCTION ACTIVITIES BY ERECTING FENCING AROUND SUCH MATERIALS AT A DISTANCE OF 8.5' FROM THE TRUNK.
- ALL GRASS, CLUMPS, OTHER VEGETATION, DEBRIS, STONES, ETC. SHALL BE RAKED OR OTHERWISE REMOVED FROM PLANTING AND LAWN AREAS PRIOR TO INITIATION OF INSTALLATION PROCEDURES.
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INITIATING PLANTING OPERATIONS. THE CONTRACTOR SHALL REPAIR/ REPLACE AND UTILITY, PAVING, CURBING, ETC. WHICH IS DAMAGED DURING PLANTING OPERATIONS.
- SIZE AND GRADING STANDARDS OF PLANT MATERIALS SHALL CONFORM TO THE LATEST EDITION OF ANSI Z60.1, AMERICAN STANDARDS FOR NURSERY STOCK, BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.
- REFER TO PLAT OF SURVEY FOR LEGAL DESCRIPTION, BOUNDARY DIMENSIONS AND EXISTING CONDITIONS.
- ALL PLANT MATERIAL ON THIS PLANTING PLAN REPRESENTS THE INTENTION AND INTENSITY OF THE PROPOSED LANDSCAPE MATERIAL. THE EXACT SPECIES AND LOCATIONS MAY VARY IN THE FIELD DO TO MODIFICATIONS IN THE SITE IMPROVEMENTS AND THE AVAILABILITY OF PLANT MATERIAL AT THE TIME OF INSTALLATION. ANY SUCH CHANGES MUST FIRST BE APPROVED BY THE CITY IN WRITING.
- ALL PLANT MATERIAL SHALL BE PLANTED WITH A MINIMUM OF SIX INCHES OF ORGANIC SOIL AND MULCHED WITH A SHREDDED BARK MATERIAL TO A MINIMUM 3" DEPTH.
- ALL BEDS SHALL BE EDGED, HAVE WEED PREEMERGENTS APPLIED AT THE RECOMMENDED RATE.
- ALL PARKWAYS SHALL HAVE LAWN ESTABLISHED WITH SEED A GROUND COVER, UNLESS OTHERWISE NOTED.
- ALL LAWN AREAS ON THIS PLAN SHALL BE GRADED SMOOTH AND TOPPED WITH AT LEAST 6" OF TOPSOIL. ALL LAWN AREAS TO BE ESTABLISHED USING SEED BLANKET UNLESS OTHERWISE NOTED. BLANKET TO BE S75 OR APPROVED EQUAL.
- THIS LANDSCAPE PLAN ASSUMES THE SITE WILL BE PREPARED WITH TOP SOIL SUITABLE FOR THE ESTABLISHMENT OF THE LANDSCAPE MATERIAL PRESENTED ON THIS PLAN. IF ADDITIONAL TOP SOIL IS REQUIRED IT IS UP TO THE LANDSCAPE CONTRACTOR ON THE PROJECT TO PROVIDE, SPREAD AND PREPARE THE SITE AS NEEDED FOR THE IMPLEMENTATION OF THIS LANDSCAPE PLAN.
- CONTRACTORS MUST VERIFY ALL QUANTITIES AND OBTAIN ALL PROPER PERMITS AND LICENSES FROM THE PROPER AUTHORITIES.
- ALL MATERIAL MUST MEET INDUSTRY STANDARDS AND THE LANDSCAPE ARCHITECT HAS THE RIGHT TO REFUSE ANY POOR MATERIAL OR WORKMANSHIP.
- LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR UNSEEN SITE CONDITIONS.
- ALL PLANTINGS SHALL BE SPACED EQUAL DISTANT, BACK FILLED WITH AMENDED SOIL IN A HOLE TWICE THE ROOTBALL DIAMETER, WATERED, FERTILIZED, PRUNED, AND HAVE ALL TAGS AND ROPES REMOVED.
- LAWN AND BED AREAS SHALL BE ROTOTILLED, RAKED OF CLUMPS AND DEBRIS.
- REMOVE ALL DEAD AND DISEASED PLANT MATERIAL FROM SITE AND DISPOSE OF PROPERLY.
- PLANTS TO BE PLANTED SO THAT ROOT FLARE IS AT THE GRADE OF THE AREA WHERE PLANTED. NO PRUNING TO BE DONE AT THE TIME OF INSTALLATION EXCEPT TO REMOVE DEAD OR BROKEN LIMBS.

EEA - P:\23116 - Luz Associates - Graceland & Thacker\Drawings\Graceland Thacker - Landscape Plan.dwg  
Plotted: 7/17/23 @ 4:56pm By: sgregory



**PLANT SCHEDULE (SITE B)**

COND.	SIZE	QTY.
<b>CANOPY TREES</b>		
	<b>BOTANICAL / COMMON NAME</b>	
B & B	ACER RUBRUM 'AUTUMN FLAME' / AUTUMN FLAME MAPLE	2.5" CAL 1
B & B	ACER X FREEMANII 'ARMSTRONG' / ARMSTRONG FREEMAN MAPLE	2.5" CAL 7
B & B	CELTIS OCCIDENTALIS / COMMON HACKBERRY	2.5" CAL 5
B & B	GINKGO BILOBA 'PRINCETON SENTRY' / PRINCETON SENTRY GINKGO	2.5" CAL 5
B & B	TILIA AMERICANA 'REDMOND' / REDMOND AMERICAN LINDEN	2.5" CAL 4
<b>EVERGREEN TREES</b>		
	<b>BOTANICAL / COMMON NAME</b>	
B & B	PICEA PLUNGENS 'COLORADO GREEN' / BLUE SPRUCE	6" - 8" HT. 2
<b>UNDERSTORY TREES</b>		
	<b>BOTANICAL / COMMON NAME</b>	
B & B	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' / AUTUMN BRILLIANCE APPLE SERVICEBERRY	8" CLUMP 5
B & B	CERCIS CANADENSIS / EASTERN REDBUD	2.5" CAL 3
<b>DECIDUOUS SHRUBS</b>		
	<b>BOTANICAL / COMMON NAME</b>	
B & B	ARONIA ARBUTIFOLIA / RED CHOKEBERRY	30" HT. 5
B & B	CEANOTHUS AMERICANUS / NEW JERSEY TEA	30" HT. 2
B & B	CEPHALANTHUS OCCIDENTALIS / BUTTONBUSH	36" HT. 11
B & B	CEPHALANTHUS OCCIDENTALIS 'SMOSS' / SUGAR SHACK® BUTTONBUSH	24" HT. 6
CONT.	CORYLUS AMERICANA / AMERICAN HAZELNUT	36" HT. 5
B & B	COTONEASTER ACUTIFOLIUS / PEKING COTONEASTER	36" HT. 38
CONT.	DIERVILLA X '02X85544' / KODIAK® ORANGE DIERVILLA	30" HT. 19
B & B	HYDRANGEA ARBORESCENS 'ANNABELLE' / ANNABELLE SMOOTH HYDRANGEA	36" HT. 3
CONT.	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	24" HT. 30
CONT.	RIBES ALPIMUM 'GREEN MOUND' / GREEN MOUND ALPINE CURRANT	24" HT. 12
B & B	SYRINGA VULGARIS / COMMON LILAC	30" HT. 4
B & B	SYRINGA X 'BLOOMERANG' / BLOOMERANG LILAC	30" HT. 22
B & B	VBURNUM DENTATUM 'BLUE MUFFIN' / SOUTHERN ARROWWOOD	30" HT. 4
B & B	VBURNUM DENTATUM 'CHICAGO LUSTER' / CHICAGO LUSTER ARROWWOOD	36" HT. 35
<b>EVERGREEN SHRUBS</b>		
	<b>BOTANICAL / COMMON NAME</b>	
B & B	JUNIPERUS CHINENSIS 'PFITZERIANA COMPACTA' / COMPACTA PFITZER	24" HT. 5
B & B	JUNIPERUS CHINENSIS 'SEA GREEN' / SEA GREEN JUNIPER	24" SPREAD 19
B & B	TAXUS X MEDIA / DENSE YEW	30" HT. 30
B & B	THUJA OCCIDENTALIS 'HOLMSTRUP' / HOLMSTRUP ARBORVITAE	36" HT. 39
B & B	THUJA OCCIDENTALIS 'SMARAGD' / EMERALD GREEN ARBORVITAE	48" HT. 8
<b>GRASSES</b>		
	<b>BOTANICAL / COMMON NAME</b>	
CONT.	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / FEATHER REED GRASS	#1 9
CONT.	SPOROBOLUS HETEROLEPIS / PRAIRIE DROPSEED	#1 56
<b>PERENNIALS</b>		
	<b>BOTANICAL / COMMON NAME</b>	
CONT.	NEPETA X FRAASERII 'WALKERS LOW' / WALKERS LOW CATMINT	#1 224
CONT.	RUDBECKIA FULGIDA 'GLODSTRUM' / BLACK-EYED SUSAN	#1 25
CONT.	SYMPHYOTRICHUM NOVAE-ANGLIAE 'PURPLE DOME' / NEW ENGLAND ASTER	#1 16
<b>TURF GRASS</b>		
	<b>BOTANICAL / COMMON NAME</b>	
SOD	TURF SOD / DROUGHT TOLERANT FESCUE BLEND	S.F. 7,452 SF

**SITE MATERIALS SCHEDULE (SITE B)**

	EXISTING PARKWAY TREE	3
	ASPHALT	22,121 SF



145 COMMERCE DRIVE, SUITE A  
 GRAYSLAKE, ILLINOIS 60030  
 PHONE (847) 223-4804  
 FAX (847) 223-4854  
 EMAIL: INFO@EEA-LTD.COM  
 PROFESSIONAL DESIGN FIRM  
 LICENSE NO. 184-003220  
 EXPIRES: 04/30/2025

**GRACELAND & THACKER  
 RESIDENTIAL COMMUNITY  
 GRACELAND & THACKER  
 DES PLAINES, ILLINOIS**

Reserved for Seal

No.	Date	Description
	06/12/2023	PROGRESS PLANS
	06/22/2023	ISSUE FOR VILLAGE SUBMITTAL
	08/26/2023	ISSUED FOR P2B
	07/18/2023	ISSUED FOR P2B

Design By: SSG Approved By: XXX Date: 05/08/2023

**LANDSCAPE  
 PLAN  
 SITE B**

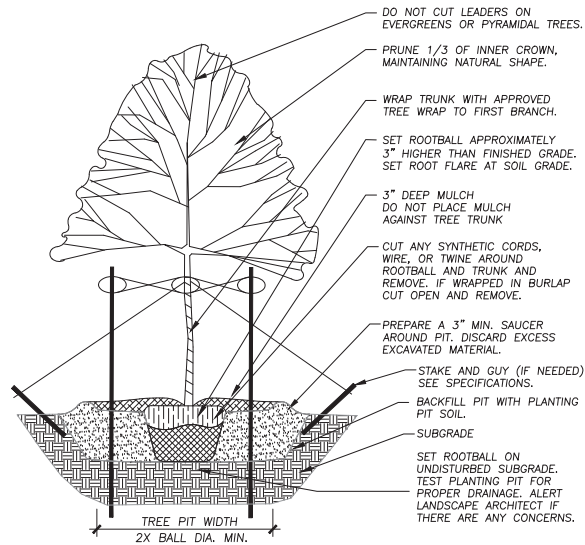
Sheet No:  
**L101r**



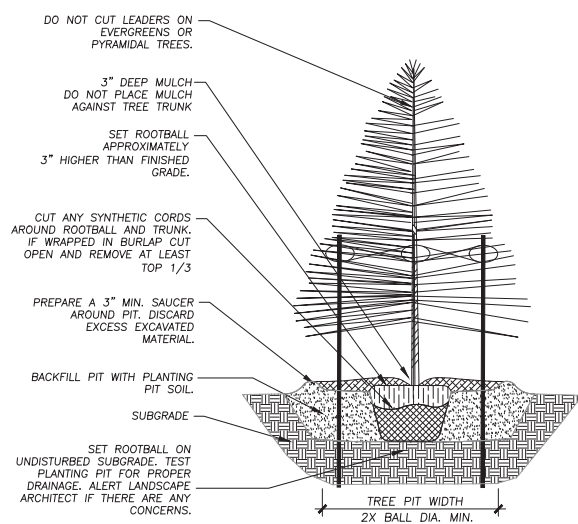
**ERIKSSON  
ENGINEERING  
ASSOCIATES, LTD.**

145 COMMERCE DRIVE, SUITE A  
GRAYSLAKE, ILLINOIS 60030  
PHONE (847) 223-4804  
FAX (847) 223-4864  
EMAIL INFO@EEA-LTD.COM  
PROFESSIONAL DESIGN FIRM  
LICENSE NO. 184-003220  
EXPIRES: 04/30/2025

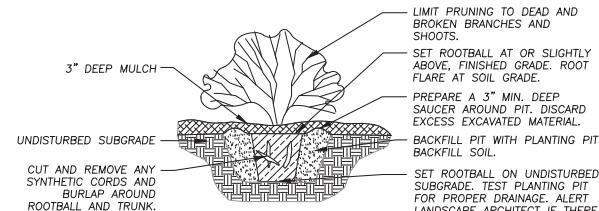
**GRACELAND & THACKER  
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DES PLAINES, ILLINOIS**



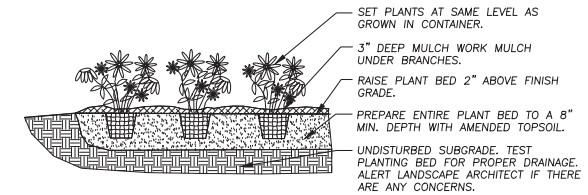
**1 TREE PLANTING DETAIL**  
Not To Scale 329343-01



**2 EVERGREEN TREE PLANTING DETAIL**  
NOT TO SCALE 329343-02



**3 SHRUB PLANTING DETAIL**  
Not To Scale 329333-01



**4 ANNUAL, PERENNIAL, & GROUNDCOVER DETAIL**  
Not To Scale 329301-03

Reserved for Seal:

No.	Date	Description
	05/12/2023	PROGRESS PLANS
	05/22/2023	ISSUE FOR VILLAGE SUBMITTAL
	06/30/2023	ISSUED FOR PZB
	07/18/2023	ISSUED FOR PZB

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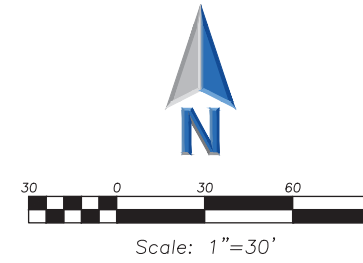
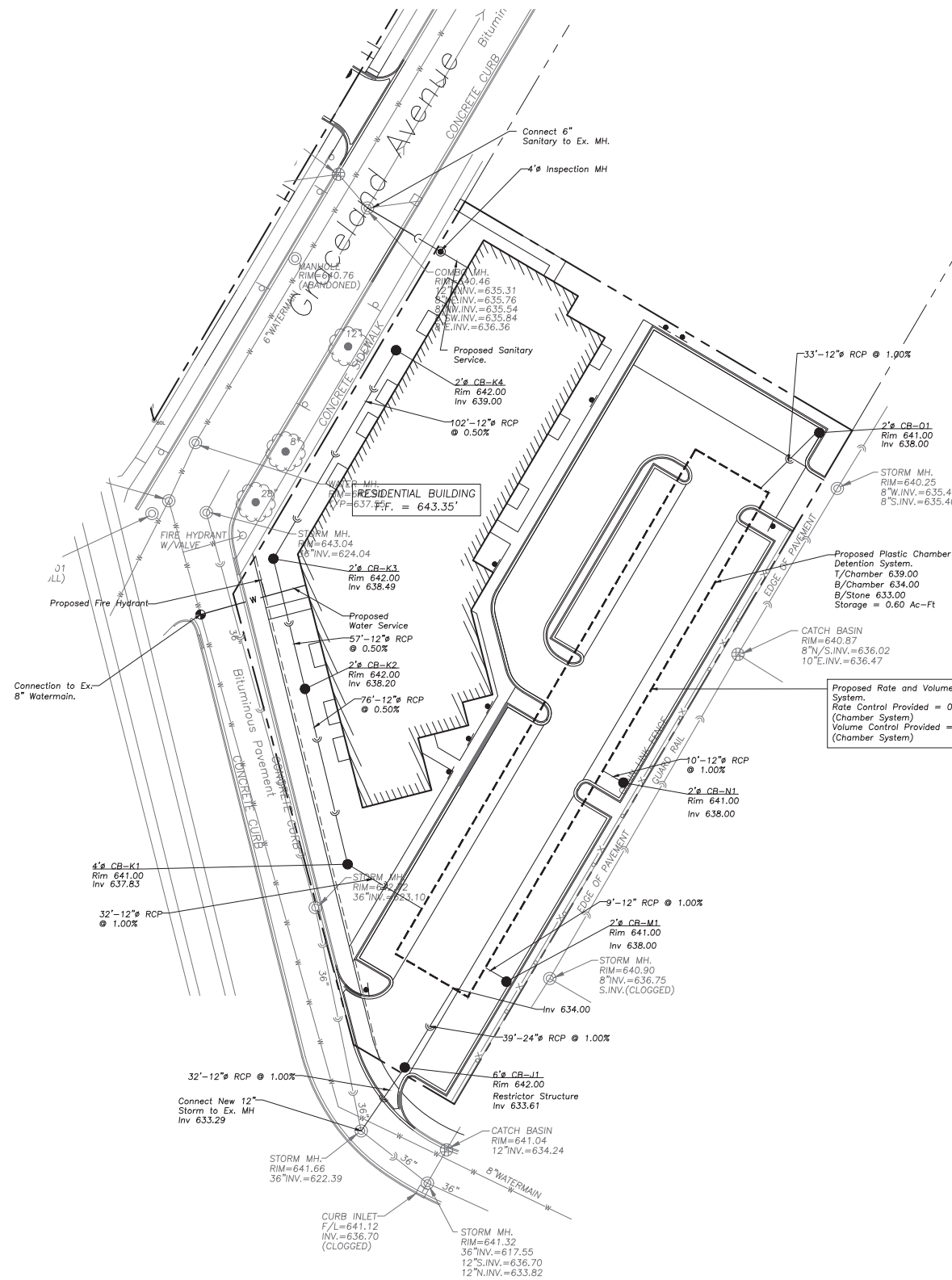
Design By: SSG Approved By: XXX Date: 05/08/2023

Sheet Title:  
**LANDSCAPE  
DETAILS**

Sheet No:  
**L200**







LEGEND	
EXISTING	PROPOSED
⊙	Manhole
⊕	Catch Basin
△	Inlet
□	Area Drain
○	Clean Out
○	Flared End Section
—	Storm Sewer
—	Sanitary Sewer
—	Combined Sewer
—	Water Main
—	Gas Line
—	Overhead Wires
—	Electrical Cable (Buried)
—	Telephone Line
—	Fire Hydrant
—	Valve Vault
—	Buffalo Box
—	Downspout
—	Ballard
—	Gas Valve
—	Gas Meter
—	Electric Meter
—	ComEd Manhole
—	Hand Hole
—	Light Pole
—	Light Pole w/ Mast Arm
—	Utility Pole
—	Telephone Pedestal
—	Telephone Manhole
—	Sign
—	Fence
—	Accessible Parking Stall
—	Curb & Gutter
—	Depressed Curb
—	Curb Elevation
—	Gutter Elevation
—	Pavement Elevation
—	Sidewalk Elevation
—	Ground Elevation
—	Top of Retaining Wall Elevation
—	Swale
—	Contour Line
—	Deciduous Tree
—	Coniferous Tree
—	Brushline
—	Tree Protection Fencing at Drip Line

**UTILITY NOTES**

- Utility Service Lines as Shown Hereon are Approximate. Coordinate The Exact Locations With The Plumbing Drawings. Coordinate The Locations With The Plumbing Contractor and/or the Owner's Construction Representative Prior to Installation of Any New Utilities.
- Refer to Plumbing Drawings for Continuation of All Utilities Within 5 Feet of Building Face.
- Field Verify Invert & Locations of Existing Utility Mains Prior to Installing Any On-Site Utilities or Structures. All Elevations and Inverts Referencing Said Utility Shall Be Field Verified Prior To Installation of Any New Structures or Utilities, and Adjustments Shall Be Made as Necessary. Contact Engineer Prior to Installation if Discrepancy Exists With These Drawings.
- Coordinate the Relocation of Any Utilities Encountered And Replacement of Any Utilities Damaged Within Influence Zone of New Construction. Contact Engineer if The Existing Utilities Vary Appreciably From The Plans.
- All Water Main and Services Shall Be Installed at a Minimum Depth of 5.5' From Top of Finished Ground Elevation to Top of Main.
- Protection of water supplies shall be as described in Section 370.350 of the Illinois Recommended Standards for Sewage Works or Section 41-2.01 of the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition.
- Clean Out All Existing and Proposed Storm Inlets and Catch Basins at the Completion of Construction.
- Provide Adequate Coupling Device to Accommodate HDPE Storm Sewer.
- The "Standard Specifications for Water and Sewer Main Construction in Illinois", Current Edition Shall Govern Work Where Applicable.
- Rebuild Existing Structures and Adjust Rim Elevations to Match Proposed Ground Elevations.

**STRUCTURE NOTES**

- All Catch Basins to Be Installed in Paved Areas Shall Have Neenah R2504-D Frame & Grate or Approved Equal.
- All Catch Basins to Be Installed in Landscaped Areas Shall Have Neenah R4340-B Frame & Grate or Approved Equal. For Cone Sections Install a Minimum of 4" Grade Rings For Topsoil Respread. For Flat Slab Tops Install the Following Minimum Height of Grade Rings:
  - 4" Diameter Structure- 4"
  - 5" Diameter Structure- 6"
  - 6" Diameter Structure- 8"
- All Catch Basins to Be Installed Along Curb and Gutter (B-6.12) Shall Have Neenah R3281-A Frame & Grate or Approved Equal.
- All Catch Basins to Be Installed Along Depressed Curb and Gutter (Dep B-6.12) Shall Have East Jordan Iron Works 5120 Catch Basin Inlet Frame and Grate, or Approved Equal.
- Where Structures are Shown Along the Curbside, Unless Specifically Stated Otherwise, It is Intended That the Frame of the Structure is To Fall Within the Flowline of the Gutter or at the Pavement Edge Where No Gutter Exists.
- All Manholes Shall Have Neenah R1713-B Frame & Closed Lid or Approved Equal, with "Storm" or "Sanitary" Imprinted as Appropriate.
- For All Structures Indicated to be Adjusted, Remove and Install Adjusting Rings, Cone Section, Barrel Sections, or Flat Slab Top as Necessary.
- All Sanitary Manholes Shall Include a Chimney Seal.

**GENERAL NOTES**

- The Location of Existing Underground Utilities, Such As Watermains, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and is Given For The Convenience of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility In The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of Those Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately if Surface and/or Subsurface Features are Different Than Shown On The Drawings.
- Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
- Contractor Shall Provide Private Utility Locating Services for the Project Area.
- Notify The Owner, Engineer and The City of Des Plaines A Minimum of 48 Hours In Advance of Performing Any Work.
- All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work as Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner at No Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
- These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Stake All Site Improvements Accordingly. Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.
- No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.
- The Engineer is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Of This Media Shall Verify All Dimensions And Locations of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.
- Provide An As-built Survey Prepared By A Licensed Professional Land Surveyor in Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Rim and Invert Elevations, Final Detention Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations.
- The Illinois Department of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Thereto, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.

**ERIKSSON ENGINEERING ASSOCIATES, LTD.**  
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 LICENSE NO. 184-003220  
 EXPIRES: 04/30/2025

**GRACELAND & THACKER RESIDENTIAL COMMUNITY**  
 GRACELAND & THACKER  
 DES PLAINES, ILLINOIS

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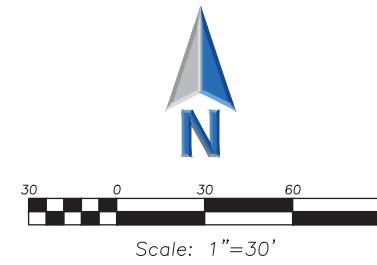
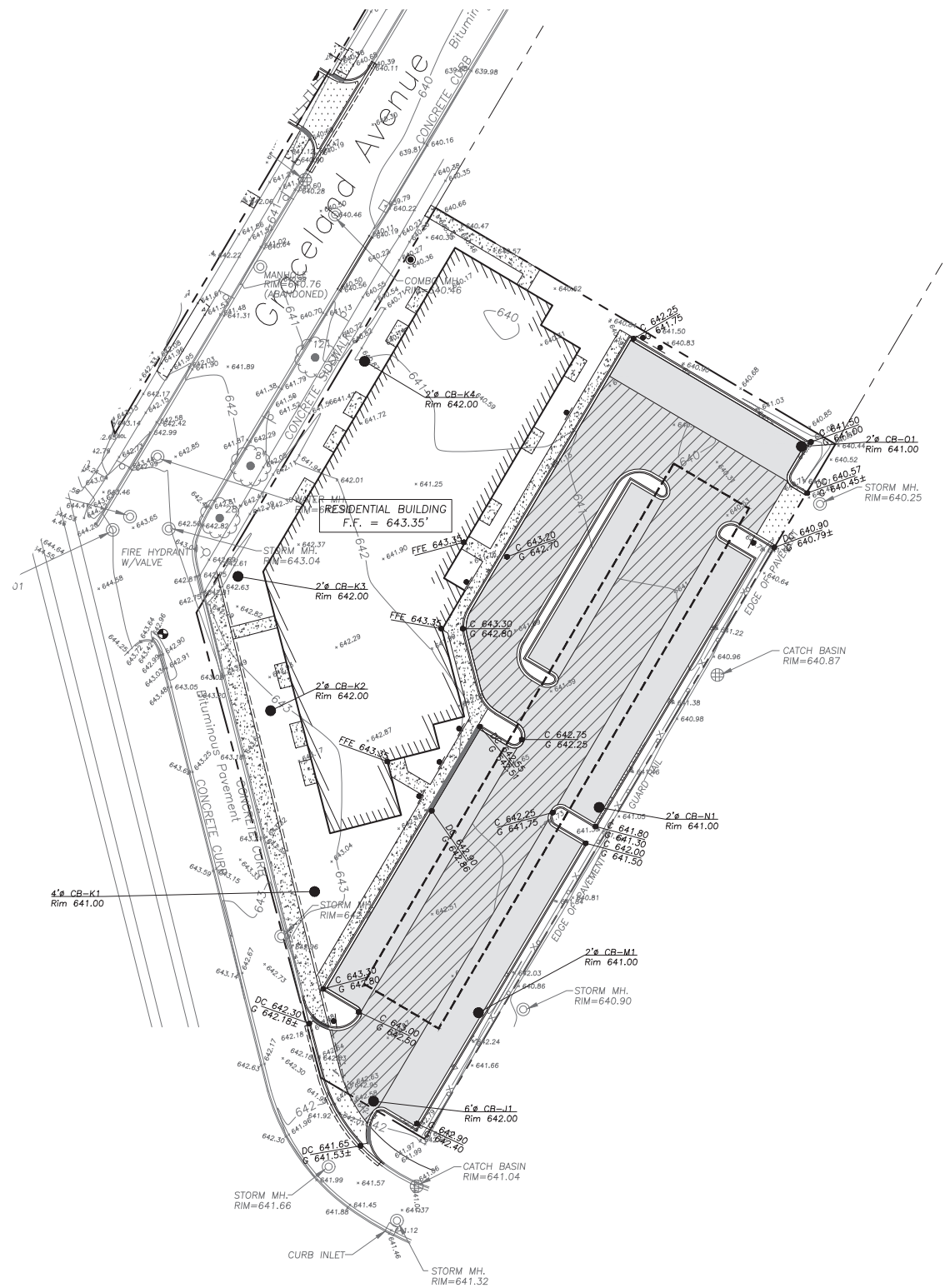
No.	Date	Description
05/22/23		ISSUE FOR VILLAGE SUBMITTAL
06/30/23		ISSUED FOR P2B
07/18/23		ISSUED FOR P2B

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Design By:	Approved By:	Date:
CS	CMF	05/30/23

Sheet Title:  
**SITE UTILITY PLAN - SITE B**

Sheet No:  
**C301**



EXISTING	PROPOSED
Manhole	Manhole
Catch Basin	Catch Basin
Inlet	Inlet
Area Drain	Area Drain
Clean Out	Clean Out
Flared End Section	Flared End Section
Storm Sewer	Storm Sewer
Sanitary Sewer	Sanitary Sewer
Combined Sewer	Combined Sewer
Water Main	Water Main
Gas Line	Gas Line
Overhead Wires	Overhead Wires
Electrical Cable (Buried)	Electrical Cable (Buried)
Telephone Line	Telephone Line
Fire Hydrant	Fire Hydrant
Valve Vault	Valve Vault
Buffalo Box	Buffalo Box
Downspout	Downspout
Ballard	Ballard
Gas Valve	Gas Valve
Gas Meter	Gas Meter
Electric Meter	Electric Meter
ComEd Manhole	ComEd Manhole
Hand Hole	Hand Hole
Light Pole	Light Pole
Light Pole w/ Mast Arm	Light Pole w/ Mast Arm
Utility Pole	Utility Pole
Telephone Pedestal	Telephone Pedestal
Telephone Manhole	Telephone Manhole
Sign	Sign
Fence	Fence
Accessible Parking Stall	Accessible Parking Stall
Curb & Gutter	Curb & Gutter
Depressed Curb	Depressed Curb
Curb Elevation	Curb Elevation
Gutter Elevation	Gutter Elevation
Pavement Elevation	Pavement Elevation
Sidewalk Elevation	Sidewalk Elevation
Ground Elevation	Ground Elevation
Top of Retaining Wall Elevation	Top of Retaining Wall Elevation
Swale	Swale
Contour Line	Contour Line
Deciduous Tree	Deciduous Tree
Coniferous Tree	Coniferous Tree
Brushline	Brushline
Tree Protection Fencing at Drip Line	Tree Protection Fencing at Drip Line

**GRADING NOTES**

- The Grading and Construction of Proposed Improvements Shall Be Done In A Manner Which Will Allow For Positive Drainage, and Not Cause Ponding of Stormwater on the Surface of Proposed Improvements.
- All Landscaped Areas Disturbed By Construction Shall Be Reseeded With 6 Inches (Min.) to 12 Inches (Max.) Topsoil and seeded Unless Noted Otherwise On The Landscape Drawings.
- Refer to Architectural Drawings for Locations and Patterns of Expansion and Control Joints in Concrete Pavement and Sidewalks.
- Accessible Parking Spaces and Loading Spaces Shall Be Sloped at Maximum 2.0% in Any Direction. Maximum Sidewalk Cross Slopes Shall be 2.0%. Maximum Longitudinal Sidewalk Slope Shall Be 4.9%. Contact Engineer if Conflicts Exist.
- Rebuild Existing Structures and Adjust Rim Elevations to Match Proposed Ground Elevations.

**PAVING & SURFACE LEGEND**

- Asphalt Pavement Section**  
 1 1/2" Hot Mix Asphalt, Mix D, IL-9.5, N50  
 2 1/2" Hot Mix Asphalt, IL-19.0, N50  
 Prime Coat (0.25 gal/sq yd)  
 8" Aggregate Base Course, Type B, Crushed, CA-6  
 Non-Woven Geotextile Fabric, 5 oz/sy
- Heavy-Duty Asphalt Pavement Section**  
 1 1/2" Hot Mix Asphalt, Mix D, IL-9.5, N50  
 3 1/2" Hot Mix Asphalt, IL-19.0, N50  
 Prime Coat (0.25 gal/sq yd)  
 10" Aggregate Base Course, Type B, Crushed, CA-6  
 Non-Woven Geotextile Fabric, 8 oz
- Concrete Driveway Section**  
 8" Portland Cement Concrete  
 6"x6" W2.9xW2.9 Welded Wire Fabric  
 6" Aggregate Base Course, Type B, Crushed
- Concrete Sidewalk Section**  
 5" Portland Cement Concrete  
 6"x6" W1.4xW1.4 Welded Wire Fabric  
 2" Aggregate Base Course, Type B, Crushed
- Stormwater Overland Flow Path
- Ridge Line/High Point

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- Provide An As-built Survey Prepared By A Licensed Professional Land Surveyor in Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Rim and Invert Elevations, Final Detention Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations.
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**DES PLAINES, ILLINOIS**

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No.	Date	Description
05/22/23	05/22/23	ISSUE FOR VILLAGE SUBMITTAL
06/30/23	06/30/23	ISSUED FOR P2B
07/18/23	07/18/23	ISSUED FOR P2B

Design By: CS	Approved By: CMF	Date: 05/30/23
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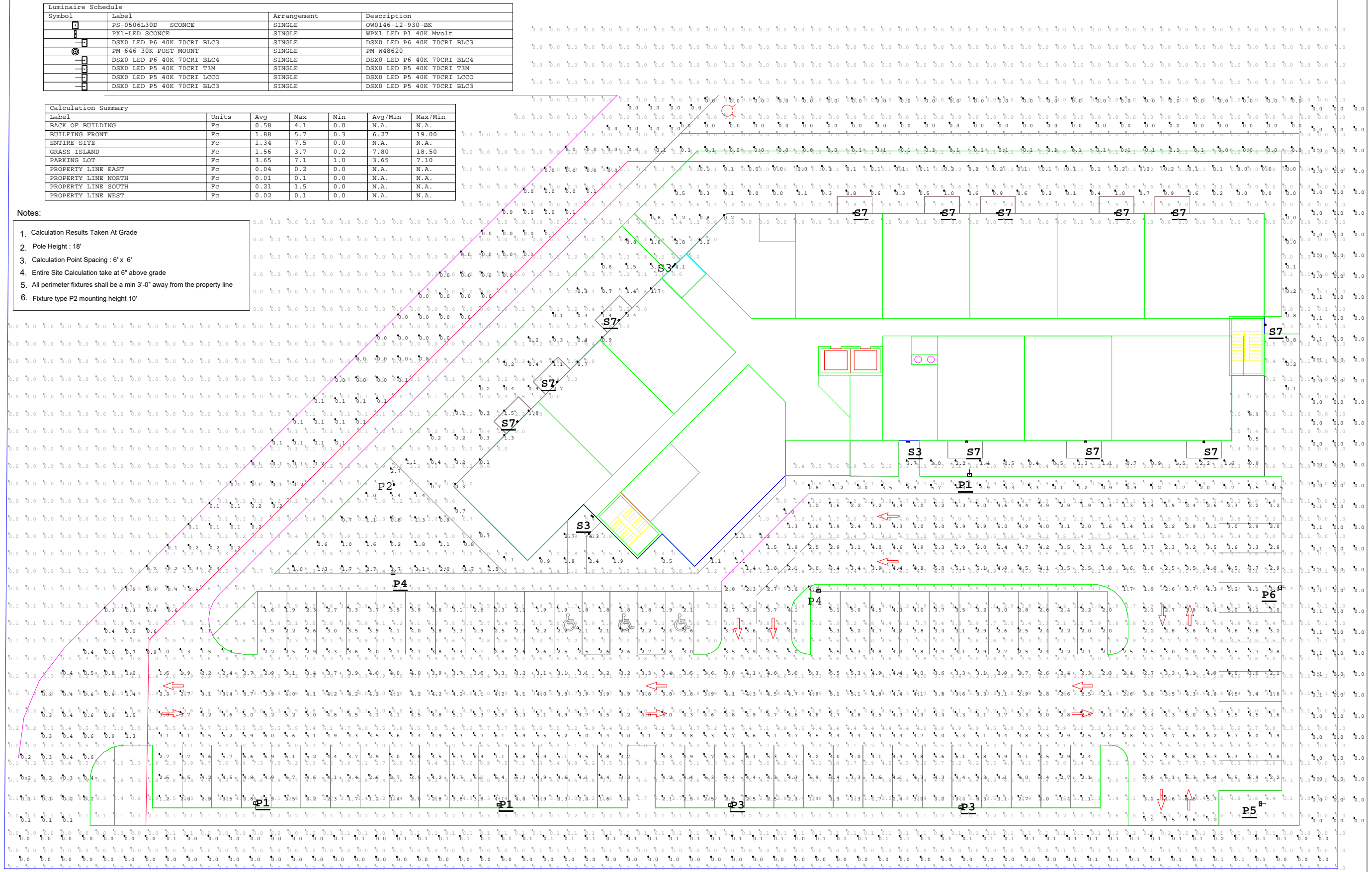
**GRADING AND PAVING PLAN - SITE B**

Sheet No: **C401**

Symbol	Label	Arrangement	Description
□	PS-0506L30D SCONCE	SINGLE	OW0146-12-930-BK
□	PX1-LED SCONCE	SINGLE	WPX1 LED P1 40K Mvolt
□	DSX0 LED P6 40K 70CRI BLC3	SINGLE	DSX0 LED P6 40K 70CRI BLC3
⊙	PM-646-30K POST MOUNT	SINGLE	PM-W48620
□	DSX0 LED P6 40K 70CRI BLC4	SINGLE	DSX0 LED P6 40K 70CRI BLC4
□	DSX0 LED P5 40K 70CRI T3M	SINGLE	DSX0 LED P5 40K 70CRI T3M
□	DSX0 LED P5 40K 70CRI LCCO	SINGLE	DSX0 LED P5 40K 70CRI LCCO
□	DSX0 LED P5 40K 70CRI BLC3	SINGLE	DSX0 LED P5 40K 70CRI BLC3

Label	Units	Avg	Max	Min	Avg/Min	Max/Min
BACK OF BUILDING	Fc	0.58	4.1	0.0	N.A.	N.A.
BUILDING FRONT	Fc	1.88	5.7	0.3	6.27	19.00
ENTIRE SITE	Fc	1.34	7.5	0.0	N.A.	N.A.
GRASS ISLAND	Fc	1.56	3.7	0.2	7.80	18.50
PARKING LOT	Fc	3.65	7.1	1.0	3.65	7.10
PROPERTY LINE EAST	Fc	0.04	0.2	0.0	N.A.	N.A.
PROPERTY LINE NORTH	Fc	0.01	0.1	0.0	N.A.	N.A.
PROPERTY LINE SOUTH	Fc	0.21	1.5	0.0	N.A.	N.A.
PROPERTY LINE WEST	Fc	0.02	0.1	0.0	N.A.	N.A.

- Notes:
1. Calculation Results Taken At Grade
  2. Pole Height : 18'
  3. Calculation Point Spacing : 6' x 6'
  4. Entire Site Calculation take at 6" above grade
  5. All perimeter fixtures shall be a min 3'-0" away from the property line
  6. Fixture type P2 mounting height 10'



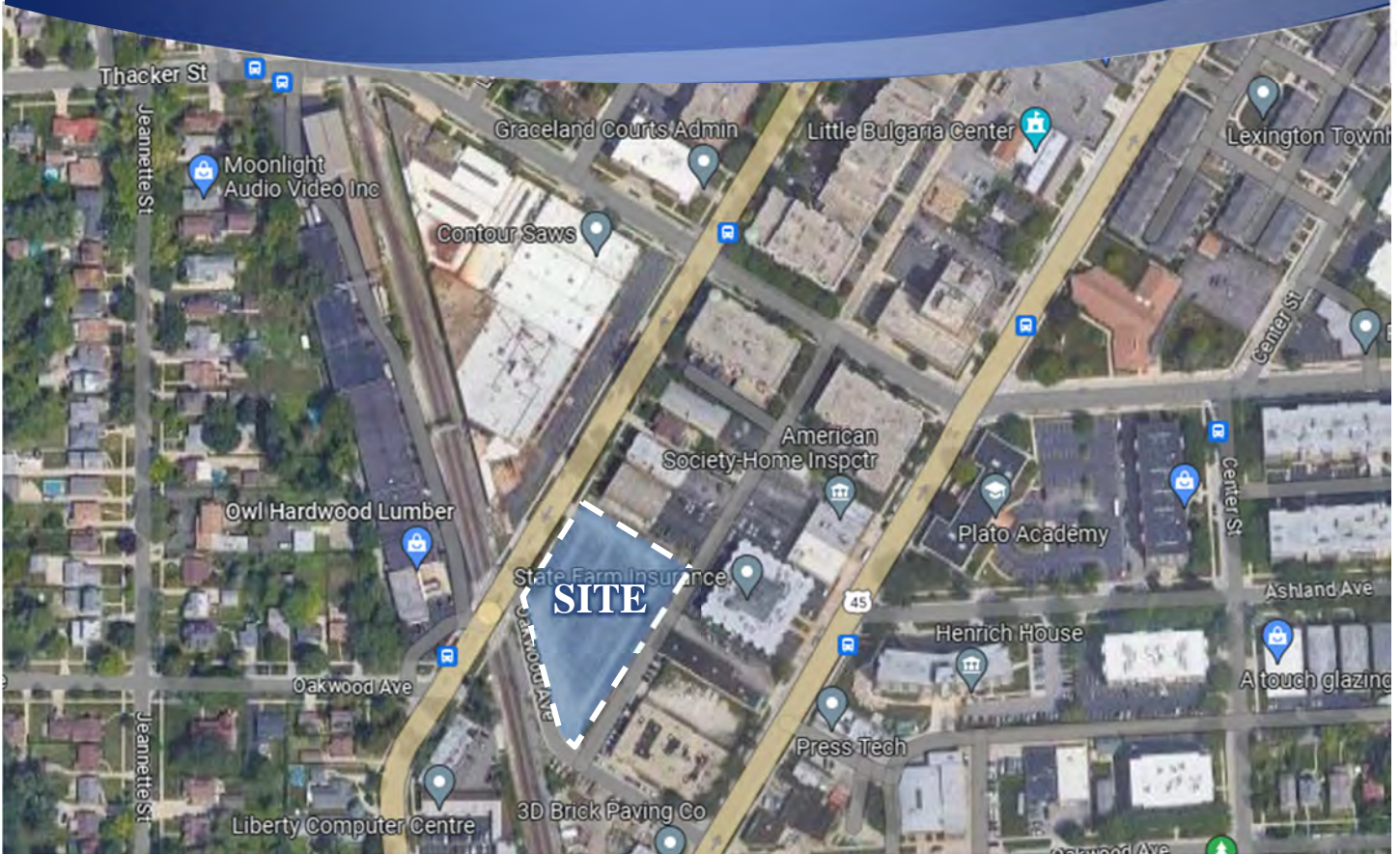
#	Date	Comments

Drawn By:	Checked By:	Date:	Scale:
		7/18/2023	

**SITE B**

# Traffic Impact Study Proposed Residential Development

Des Plaines, Illinois



Prepared For:

Luz and Associates #1 LLC



June 15, 2023

# 1. Introduction

This report summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed residential development to be located in the northeast corner of the intersection of Graceland Avenue with Oakwood Avenue in Des Plaines, Illinois. The site which is currently utilized as the parking lot for Contour Saws Inc., will be redeveloped to provide 56 apartment units and 64 parking spaces with access off Oakwood Avenue and the existing alley to the east of the site.

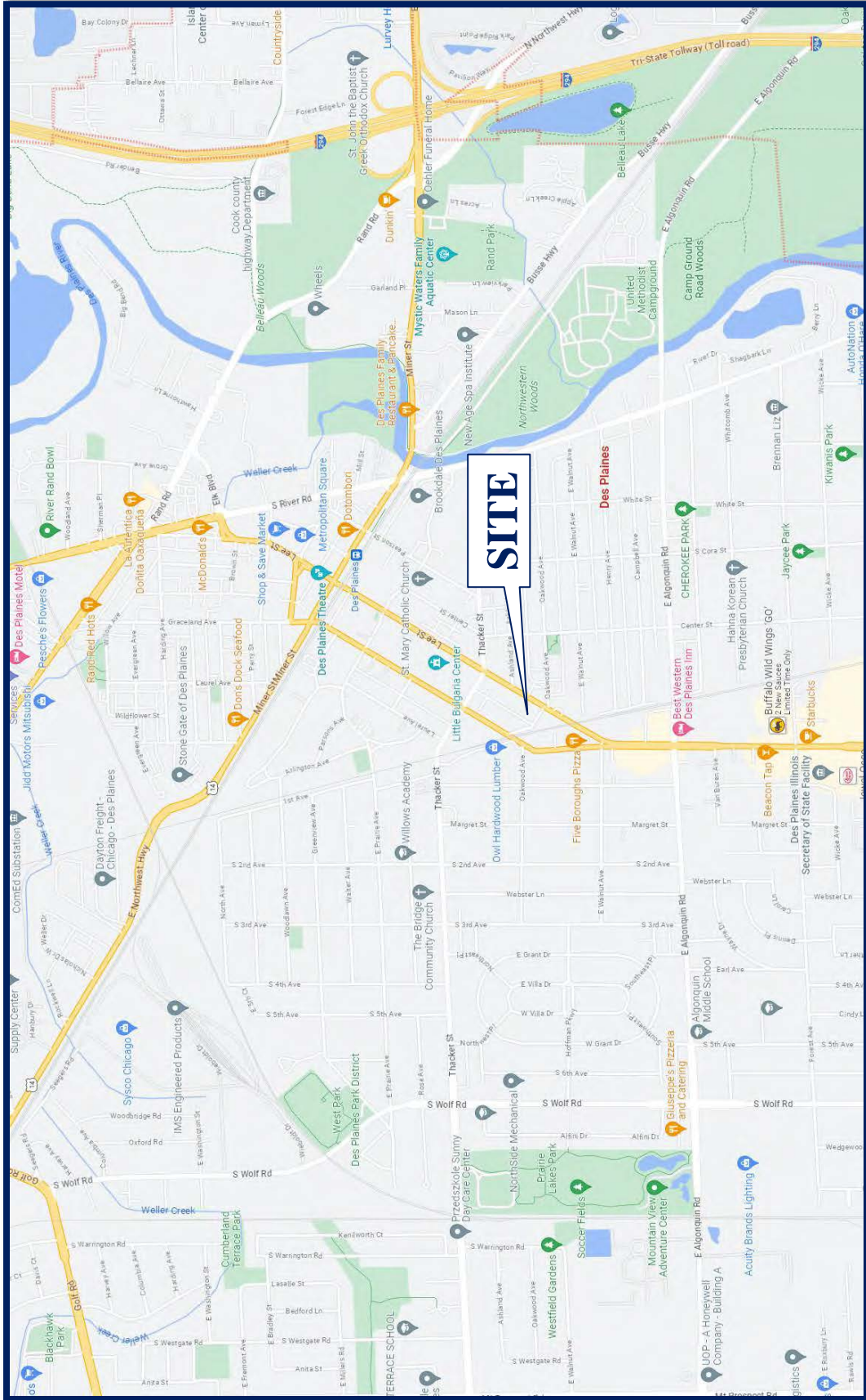
The purpose of this study was to examine background traffic conditions, assess the impact that the proposed development will have on traffic conditions in the area, and determine if any roadway or access improvements are necessary to accommodate traffic generated by the proposed development. **Figure 1** shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site.

The sections of this report present the following:

- Existing roadway conditions
- A description of the proposed development
- Directional distribution of the development traffic
- Vehicle trip generation for the development
- Future traffic conditions including access to the development
- Traffic analyses for the weekday morning and evening peak hours
- Recommendations with respect to adequacy of the site access and adjacent roadway system
- Evaluation of the adequacy of the parking supply

Traffic capacity analyses were conducted for the weekday morning and evening peak hours for the following conditions:

1. Existing Conditions - Analyzes the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area.
2. Projected Conditions – Analyzes the capacity of the future roadway system using the traffic volumes that include the existing traffic volumes increased by an ambient growth factor and the traffic estimated to be generated by the proposed development.

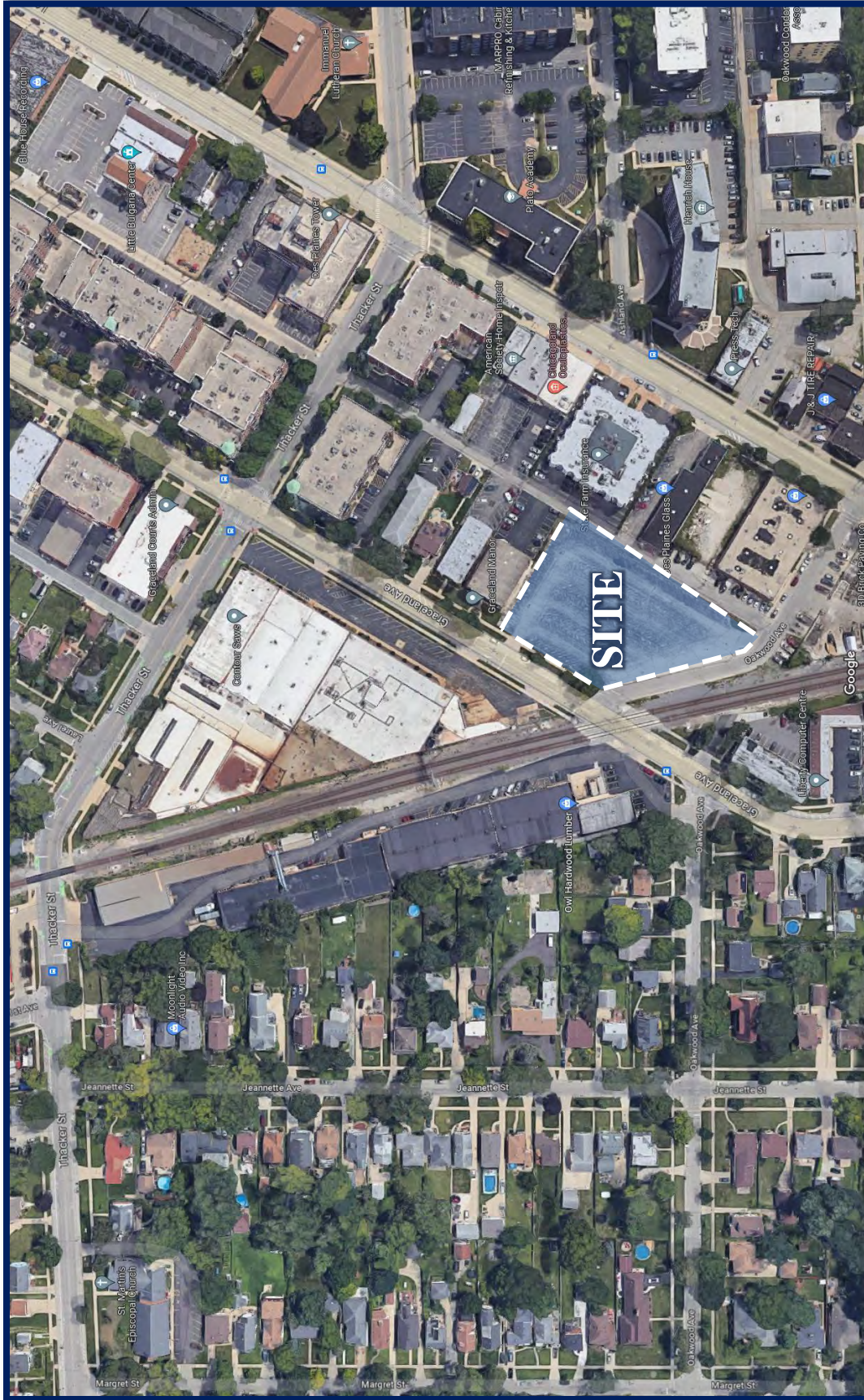


**Site Location**

**Figure 1**

*Proposed Residential Development  
Des Plaines, Illinois*





**Aerial View of Site**

**Figure 2**

*Proposed Residential Development  
Des Plaines, Illinois*





## 2. Existing Conditions

The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices, and existing peak hour traffic volumes.

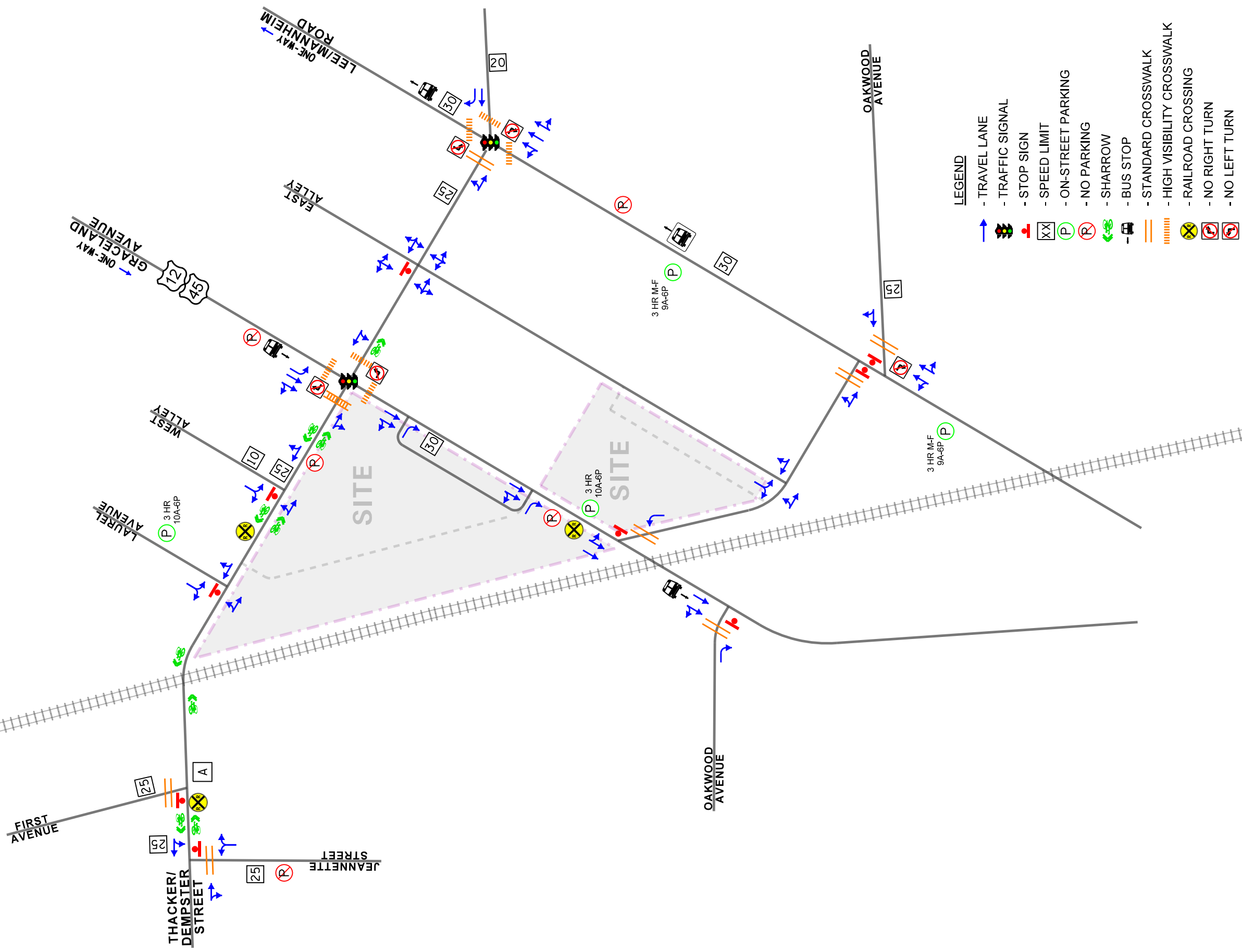
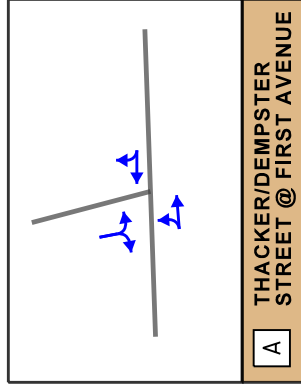
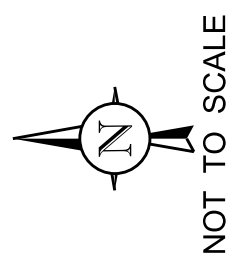
### Site Location

The site, which is currently utilized as the parking lot for Contour Saws Inc., is bounded by Graceland Avenue to the west, an alley to the east, Oakwood Avenue to the south, and Graceland Manor apartments to the north. Land uses in the vicinity of the site are primarily residential with commercial land uses along Lee Road.

### Existing Roadway System Characteristics

The characteristics of the existing roadways near the proposed development are described below and illustrated in **Figure 3**.

*Thacker Street* is generally an east-west major collector roadway that provides one travel lane in each direction in the vicinity of the site. At its signalized intersection with Lee Road, Thacker Street provides a shared left-turn/through lane on the eastbound approach and a through lane and an exclusive right-turn lane on the westbound approach. High visibility crosswalks are provided on the east, north, and south legs of this intersection and a standard style crosswalk is provided on the west leg. Pedestrian signals are provided on all four legs of this intersection. At its signalized intersection with Graceland Avenue, Thacker Road provides a shared through/right-turn lane on the eastbound approach and a shared left-turn/through lane on the westbound approach. High visibility crosswalks and pedestrian signals are provided on all four legs of this intersection. At its unsignalized intersections with Jeannette Street, First Avenue, Laurel Avenue, and the two alleys, Thacker Street does not provide any exclusive turn lanes. Thacker Street is under the jurisdiction of the City of Des Plaines, carries an Annual Average Daily Traffic (AADT) volume of approximately 8,900 vehicles (IDOT 2022), and has a posted speed limit of 25 miles per hour.



- LEGEND**
- TRAVEL LANE
  - TRAFFIC SIGNAL
  - STOP SIGN
  - SPEED LIMIT
  - ON-STREET PARKING
  - NO PARKING
  - SHARROW
  - BUS STOP
  - STANDARD CROSSWALK
  - HIGH VISIBILITY CROSSWALK
  - RAILROAD CROSSING
  - NO RIGHT TURN
  - NO LEFT TURN

PROPOSED RESIDENTIAL DEVELOPMENT  
DES PLAINES, ILLINOIS

EXISTING ROADWAY CHARACTERISTICS

*Graceland Avenue (U.S. 45)* is a northeast-southwest, other principal arterial roadway that is one way in the southbound direction in the vicinity of the site providing two travel lanes. At its signalized intersection with Thacker Street, Graceland Avenue provides an exclusive left-turn lane, a through lane, and a shared through/right-turn lane on the southbound approach. At its unsignalized north intersection with Oakwood Avenue, Graceland Avenue provides a through lane and a shared left-turn/through lane on the southbound approach. At its unsignalized south intersection with Oakwood Avenue, Graceland Avenue provides a through lane and a shared through/right turn lane on the southbound approach. Graceland Avenue is under the jurisdiction of the Illinois Department of Transportation (IDOT), carries an AADT volume of approximately 17,000 vehicles (IDOT 2021), is not classified as a Strategic Regional Arterial (SRA), and has a posted speed limit of 30 miles per hour.

*Lee Road* is a northeast-southwest, other principal arterial roadway that is one way in the northbound direction in the vicinity of the site providing two travel lanes. At its signalized intersection with Thacker Street, Lee Road provides a shared left-turn/through lane, a through lane, and a shared through/right-turn lane on the northbound approach. At its unsignalized intersection with Oakwood Avenue, Lee Road provides a shared left-turn/through lane and a shared through/right-turn lane on the northbound approach. Lee Road is under the jurisdiction of IDOT, carries an AADT volume of 5,600 vehicles (IDOT 2021), is not classified as an SRA, and has a posted speed limit of 30 miles per hour.

*Oakwood Avenue* is an east-west, local roadway that extends from 3<sup>rd</sup> Avenue to its terminus at River Road providing one travel lane in each direction. At its unsignalized north “T” intersection with Graceland Avenue, Oakwood Avenue provides a left-turn lane on the westbound approach. A standard style crosswalk is provided on the east leg of this intersection. At its unsignalized south “T” intersection with Graceland Avenue, Oakwood Avenue provides a right-turn lane on the eastbound approach. A standard style crosswalk is provided on the west leg of this intersection. At its unsignalized intersections with the alley and Lee Street, Oakwood Avenue provides a shared left-turn/through lane on the eastbound approach and a shared through/right-turn lane on the westbound approach. Standard style crosswalks are provided on the east and west legs of the intersection of Oakwood Avenue with Lee Road. Oakwood Avenue is under the jurisdiction of the City of Des Plaines and has a posted speed limit of 25 miles per hour.

*Jeannette Street* is a north-south local roadway that serves residential houses in the vicinity of the site. Jeannette Street extends south from Thacker Road to its terminus at Algonquin Road providing one travel lane in each direction. At its unsignalized “T” intersection with Thacker Street, Jeannette Street provides a shared left-turn/right-turn lane on the northbound approach. A standard style crosswalk is provided on the south leg of this intersection. Jeannette Street is under the jurisdiction of the City of Des Plaines and has a posted speed limit of 25 miles per hour.

*First Avenue* is a north-south local roadway that provides one travel lane in each direction. At its unsignalized “T” intersection with Thacker Street, First Avenue provides a shared left-turn/right-turn lane on the southbound approach. A standard style crosswalk is provided on the north leg of this intersection. First Avenue is under the jurisdiction of the City of Des Plaines and has a posted speed limit of 25 miles per hour.

*Laurel Avenue* is a north-south local roadway that provides one lane in each direction. At its unsignalized “T” intersection with Thacker Street, Laurel Avenue provides a shared left-turn/right-turn lane on the southbound approach. Laurel Avenue is under the jurisdiction of the City of Des Plaines.

*The east alley* is a north-south local roadway that provides one lane in each direction. At its unsignalized intersection with Thacker Street, the alley provides a shared left-turn/through/right-turn lane on both approaches. At its unsignalized “T” intersection with Oakwood Avenue, the alley provides a shared left-turn/right-turn lane on the southbound approach.

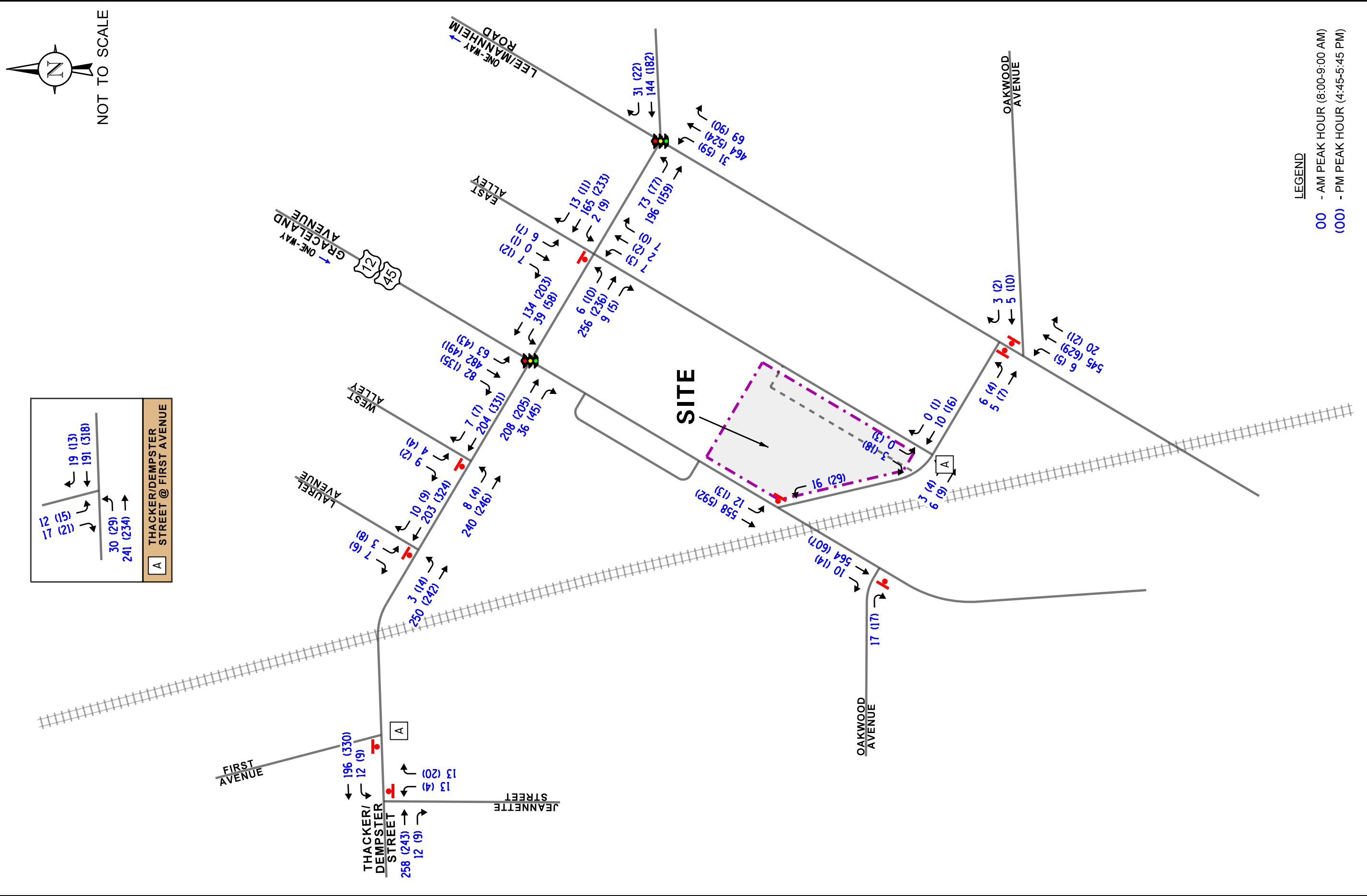
## Existing Traffic Volumes

In order to determine current traffic conditions within the study area, KLOA, Inc conducted traffic counts using Miovision Video Scout Collection Units on Tuesday, April 11, 2023 and on Thursday, April 27, 2023 during the weekday morning (7:00 to 9:00 A.M.) and weekday evening (4:00 to 6:00 P.M.) peak periods at the following intersections:

- Thacker Street with Lee Road
- Thacker Street with Graceland Avenue
- Thacker Street with Laurel Avenue
- Thacker Street with First Avenue
- Thacker Street with Jeannette Street
- Thacker Street with the east alley
- Thacker Street with the west alley
- Oakwood Avenue with Lee Road
- Oakwood Avenue with the east alley
- Oakwood Avenue with Graceland Avenue

Based on the turning movement count data, it was determined that the weekday morning peak hour of traffic generally occurs between 8:00 A.M. and 9:00 A.M. and the weekday evening peak hour of traffic generally occurs between 4:45 P.M. and 5:45 P.M.

**Figure 4** illustrates the Year 2023 existing traffic volumes.



PROPOSED RESIDENTIAL DEVELOPMENT  
 DES PLAINES, ILLINOIS

EXISTING TRAFFIC VOLUMES

## Train Observations

The Union Pacific Metra Northwest crosses Graceland Avenue and Thacker Street in the vicinity of the site. Based on the Illinois Commerce Commission (ICC) data, the tracks carry an average of 22 daily passenger trains only. Furthermore and based on the Metra schedule, the Des Plaines Metra station is served by 69 trains (34 inbound, 35 outbound) on weekdays, 31 trains on Saturdays, and 19 trains on Sundays operating between 5:00 A.M. and 1:00 A.M. Monday through Friday. Field observations conducted during the peak hours for the crossings of Graceland Avenue and Thacker Street indicated the following:

### *Graceland Avenue Crossing*

- During the weekday morning peak hour, three Metra train events were observed. The gates were down for approximately 35 seconds on average. The southbound approach queue at the railroad crossing did not extend to Thacker Street with a maximum queue of approximately 12 vehicles.
- During the weekday evening peak hour, four Metra train events were observed. The gates were down for approximately 51 seconds on average. The southbound approach queue at the railroad crossing did not extend back to Thacker Street with a maximum queue of approximately 12 vehicles.

### *Thacker Street Crossing*

- During the weekday morning peak hour, the queues did not extend past Laurel Avenue.
- During the weekday evening peak hour, the queues extended past Laurel Avenue for approximately 45 seconds and cleared within 30 seconds after the gate was opened.

## Crash Data Summary

KLOA, Inc. obtained crash data<sup>1</sup> for the past five years (2018 to 2022) for the intersections of Thacker Street with Lee Road, Thacker Street with Graceland Avenue, Graceland Avenue with Oakwood Avenue, Lee Road with Oakwood Avenue, Thacker Street with Jeannette Street and Laurel Avenue. A review of the crash data indicated that no crashes were reported at the intersection of Thacker Street with Laurel Avenue. It should be noted that no fatalities were reported at any studied intersection between 2018 and 2022. **Tables 1** through **5** summarize the crash data for these intersections.

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<sup>1</sup> IDOT DISCLAIMER: The motor vehicle crash data referenced herein was provided by the Illinois Department of Transportation. The author is responsible for any data analyses and conclusions drawn.

Table 1  
THACKER STREET WITH GRACELAND AVENUE - CRASH SUMMARY

Year	Type of Crash Frequency						
	Angle	Object	Rear End	Sideswipe	Turning	Other	Total
2018	1	0	0	0	1	0	2
2019	3	0	1	1	1	0	6
2020	1	0	1	0	0	0	2
2021	0	0	0	0	0	0	0
2022	1	0	0	0	1	0	2
<b>Total</b>	<b>6</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>12</b>
<b>Average/Year</b>	<b>1.2</b>	<b>--</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>--</b>	<b>2.4</b>

Table 2  
THACKER STREET WITH LEE ROAD - CRASH SUMMARY

Year	Type of Crash Frequency						
	Angle	Object	Rear End	Sideswipe	Turning	Other	Total
2018	1	0	1	0	5	0	7
2019	1	0	1	0	5	0	7
2020	0	0	0	0	6	0	6
2021	0	0	0	0	2	0	2
2022	0	0	0	1	3	0	4
<b>Total</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>21</b>	<b>0</b>	<b>26</b>
<b>Average/Year</b>	<b>&lt;1.0</b>	<b>--</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>4.2</b>	<b>--</b>	<b>5.2</b>

Table 3  
GRACELAND AVENUE WITH OAKWOOD AVENUE - CRASH SUMMARY

Year	Type of Crash Frequency						
	Angle	Object	Rear End	Sideswipe	Turning	Other	Total
2018	0	0	0	0	1	0	1
2019	0	0	1	0	0	0	1
2020	0	0	0	0	0	0	0
2021	0	0	0	0	0	0	0
2022	0	0	0	0	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>2</b>
<b>Average/Year</b>	--	--	<1.0	--	<1.0	--	<1.0

Table 4  
LEE ROAD WITH OAKWOOD AVENUE – CRASH SUMMARY

Year	Type of Crash Frequency						
	Angle	Object	Rear End	Sideswipe	Turning	Other	Total
2018	1	0	0	0	0	0	1
2019	0	0	0	0	2	0	2
2020	2	0	0	0	1	0	3
2021	0	0	0	0	0	0	0
2022	0	0	0	0	1	0	1
<b>Total</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>7</b>
<b>Average/Year</b>	<1.0	--	--	--	<1.0	--	1.4



Table 5

THACKER STREET WITH JEANNETTE STREET – CRASH SUMMARY

Year	Type of Crash Frequency						
	Angle	Object	Rear End	Sideswipe	Turning	Other	Total
2018	0	0	0	0	0	0	0
2019	0	0	0	0	0	0	0
2020	0	0	0	0	0	0	0
2021	0	0	0	0	0	0	0
2022	1	1	0	0	0	0	2
<b>Total</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>Average/Year</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>&lt;1.0</b>

### 3. Traffic Characteristics of the Proposed Development

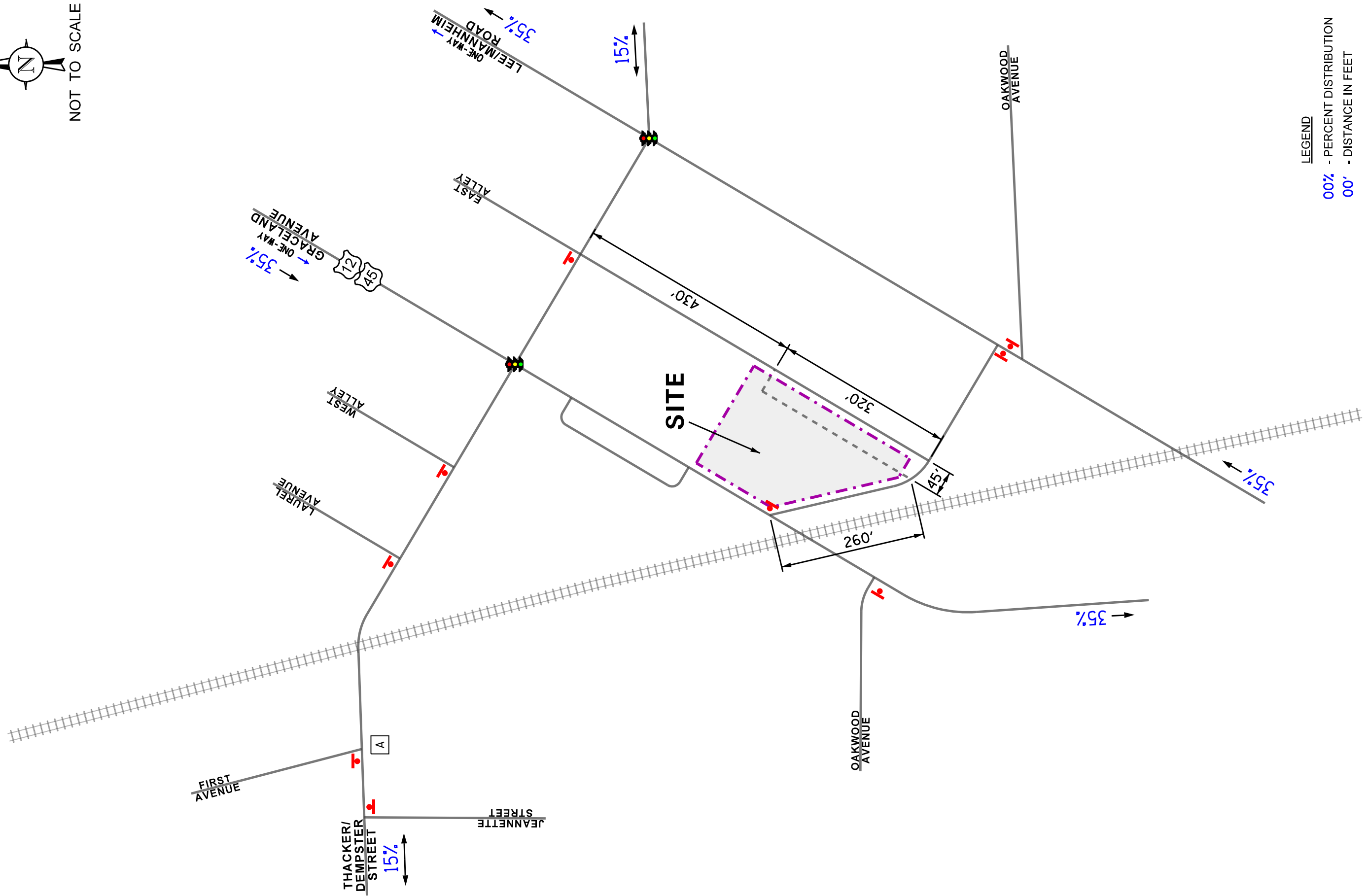
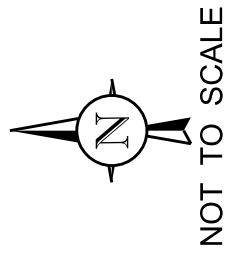
In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed development, including the directional distribution and volumes of traffic that it will generate.

#### Proposed Site and Development Plan

The site, which is currently utilized as the parking lot for Contour Saws Inc., will be redeveloped to provide 56 apartment units (41 one-bedroom units and 15 two-bedroom units) with 64 parking spaces. Access to the development will be provided via a full-movement access drive off Oakwood Avenue located approximately 260 feet east of Graceland Avenue and a full-movement access drive off the alley located approximately 320 feet north of Oakwood Avenue. Both access drives provide one inbound lane and one outbound lane with the outbound movements under stop sign control. A copy of the preliminary site plan depicting the proposed development is included in the Appendix.

#### Directional Distribution

The directions from which residents and visitors of the development will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts. **Figure 5** illustrates the directional distribution of the traffic to be generated by the proposed development.



LEGEND

00% - PERCENT DISTRIBUTION

00' - DISTANCE IN FEET

PROPOSED RESIDENTIAL  
DEVELOPMENT  
DES PLAINES, ILLINOIS

DIRECTIONAL DISTRIBUTION



Job No: 23-102 Figure: 5

## Development Traffic Generation

The vehicle trip generation for the overall development was calculated using data published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11<sup>th</sup> Edition. The “Multifamily Housing” (ITE Land-Use Code 221) rate was used for the proposed residential units.

It should be noted that due to the location of the site within close proximity of the Des Plaines Metra Station, census data for the area indicates that five percent of the estimated trips to be generated by the proposed development will be via the public transportation, two percent will walk, and one percent will bike. However, in order to provide a conservative analysis, no reductions were applied.

**Table 6** shows the estimated vehicle trip generation for the weekday morning and weekday evening peak hours as well as daily traffic. Copies of the ITE trip generation worksheets are included in the Appendix.

Table 6  
SITE GENERATED TRIP ESTIMATES

ITE Land-Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Weekday Daily Trips		
		In	Out	Total	In	Out	Total	In	Out	Total
221	Multifamily Housing (Mid-Rise) 56 units	3	10	13	14	8	22	111	111	222

## Trip Generation Comparison

It should be noted that the site is currently occupied by an approximate 107,000 square-foot manufacturing building and parking lot. **Table 7** indicates the trips estimated to be generated by the existing manufacturing site and the trips estimated to be generated by the proposed residential development and the future development of the actual manufacturing building which is located at 900 Graceland Avenue (as discussed later in the report). A comparison between the future development’s generated trips and the manufacturing site shows that the trips estimated to be generated by the existing manufacturing site are approximately 35 percent higher during the weekday morning peak hour and 10 percent higher during the weekday evening peak hour.

Table 7  
TRIP COMPARISON

ITE Land-Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Weekday Daily Trips		
		In	Out	Total	In	Out	Total	In	Out	Total
221	Multifamily Housing (Mid-Rise) 178 units <sup>1</sup>	13	42	55	43	27	70	379	379	758
140	Manufacturing (~107,000 s.f.)	57	18	75	23	53	76	303	302	605
	<i>Difference</i>	-44	+24	-20	+20	-26	-6	+76	+76	+152

<sup>1</sup> – Sum of both sites

## 4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed subject development.

### Development Traffic Assignment

The estimated peak hour traffic volumes that will be generated by the proposed development were assigned to the roadway system in accordance with the previously described directional distribution. **Figure 6** illustrates the assignment of the vehicle traffic volumes to be generated by the proposed development.

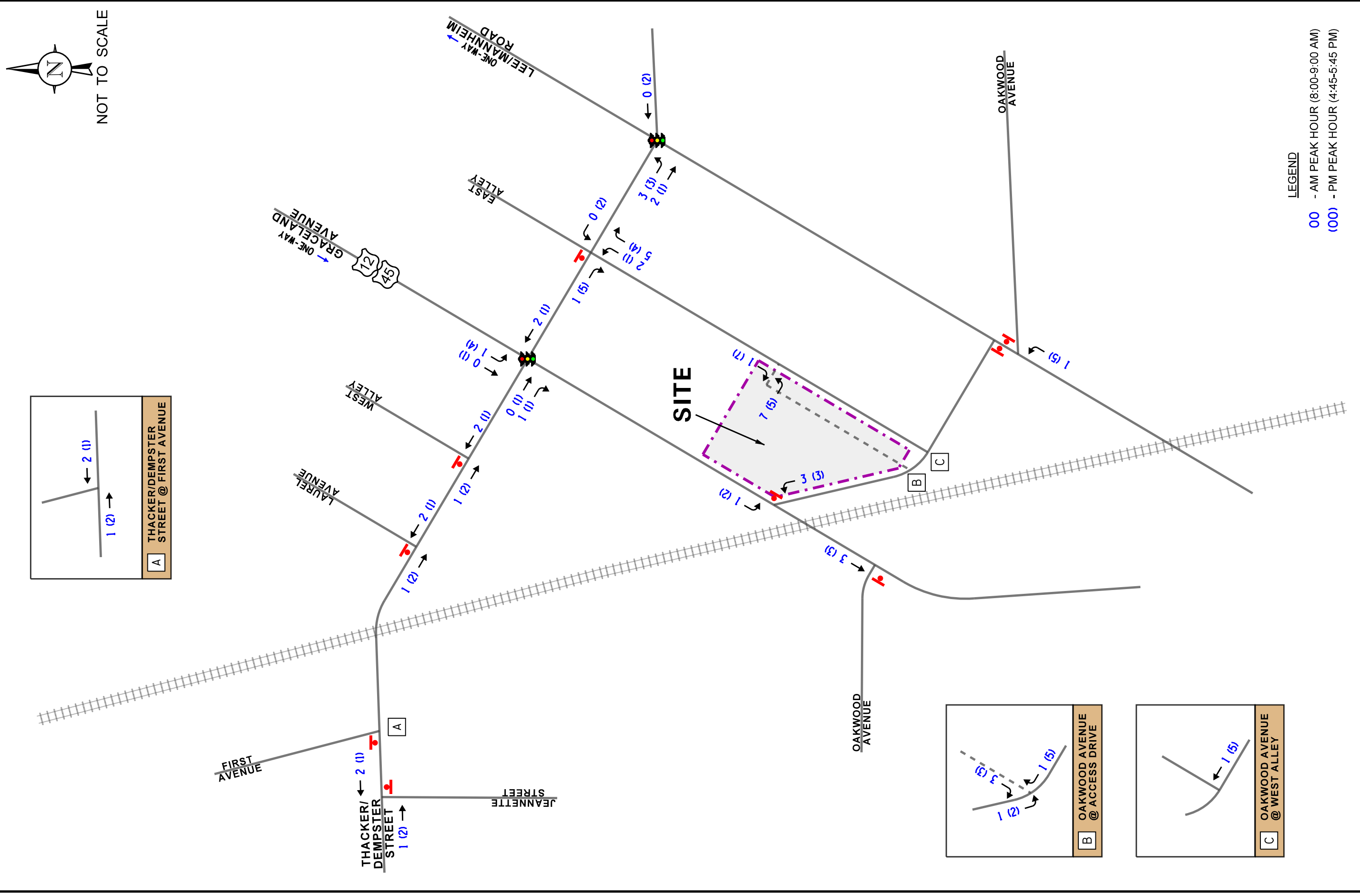
### Background (No-Build) Traffic Conditions

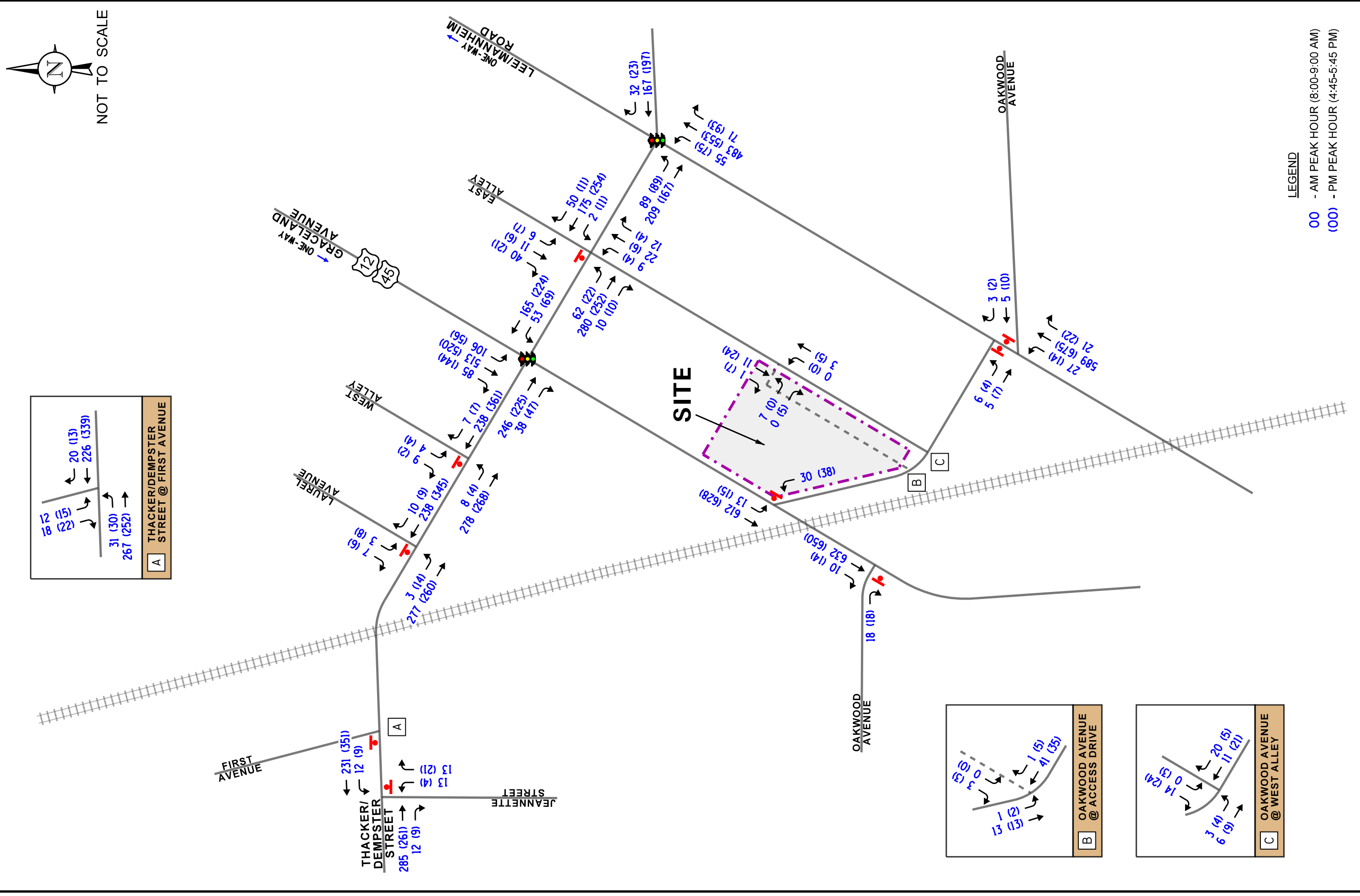
The existing traffic volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). Based on 2050 Average Daily Traffic (ADT) projections provided by the Chicago Metropolitan Agency for Planning (CMAP), the existing traffic volumes were increased by an annually compounded growth rate for six years (one-year buildout plus five years) totaling three percent to represent Year 2029 total projected conditions. Additionally, the Year 2029 no-build traffic volumes include the traffic estimated to be generated by the following other area developments:

- The generated trips by the Little Bulgaria Center located at 832 Lee Street were estimated and assigned to the roadway system. It should be noted that the pick-up and drop-off activities will take place off the east alley.
- It is our understanding that 96 units of the Welkin Apartments located at 1425 Ellinwood Street are unoccupied. The estimated trip to the vacant units were estimated and assigned to the roadway system.
- Trips estimated to be generated by a proposed residential development with 122 apartment units to be locate at 900 Graceland Avenue which is currently occupied by Contour Saws Inc.

### Total Projected Traffic Volumes

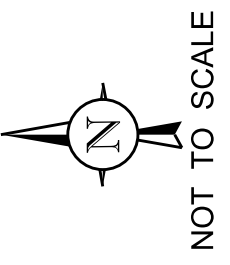
The total projected traffic volumes include the Year 2029 no-build traffic volumes and the traffic estimated to be generated by the proposed development (Figure 6). **Figure 7** shows the Year 2029 total projected traffic volumes.





PROPOSED RESIDENTIAL DEVELOPMENT  
DES PLAINES, ILLINOIS

YEAR 2029 TOTAL TRAFFIC VOLUMES





## 5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning and evening peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modifications are required.

### Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning and evening peak hours for the existing and future projected (Year 2029) traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6<sup>th</sup> Edition and analyzed using Synchro/SimTraffic 11 software. The analysis for the traffic-signal controlled intersection was accomplished using actual cycle lengths and phasings to determine the average overall vehicle delay and levels of service.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the existing and Year 2029 total projected conditions are presented in **Tables 8** through **11**. A discussion of the intersections follows. Summary sheets for the capacity analyses are included in the Appendix.

Table 8  
CAPACITY ANALYSIS RESULTS – THACKER STREET WITH GRACELAND AVENUE – SIGNALIZED

Conditions	Peak Hour	Eastbound		Westbound	Southbound		Overall
		T/R	L/T		L	T/R	
Existing Conditions	Weekday Morning	E – 59.1	D – 47.8	A	A	C 25.7	
				6.3	6.5		
			A – 6.4				
	Weekday Evening	E – 59.0	E – 55.4	A	A	C 28.5	
6.6				6.7			
		A – 6.7					
Projected Conditions	Weekday Morning	E – 58.3	D – 46.8	A	A	C 26.7	
				7.4	7.7		
			A – 7.6				
	Weekday Evening	E – 58.6	E – 57.1	A	A	C 29.6	
7.1				7.4			
		A – 7.4					

Letter denotes Level of Service L – Left Turn R – Right Turn  
Delay is measured in seconds. T – Through



Table 9  
CAPACITY ANALYSIS RESULTS – THACKER STREET WITH LEE ROAD – SIGNALIZED

Conditions	Peak Hour	Eastbound		Westbound		Northbound		Overall
		L/T	T	R	L/T/R			
Existing Conditions	Weekday Morning	C – 34.9	E 57.5	A 4.9	A – 9.6	C 22.9		
			D – 48.2					
	Weekday Evening	C – 34.9	E 56.7	A 0.7	A – 9.5	C 22.5		
			D – 50.7					
Projected Conditions	Weekday Morning	C – 33.8	E 57.8	A 4.9	B – 11.4	C 24.3		
			D – 49.3					
	Weekday Evening	C – 34.8	E 56.6	A 0.9	B – 11.0	C 23.4		
			D – 50.7					

Letter denotes Level of Service L – Left Turn R – Right Turn  
Delay is measured in seconds. T – Through



Table 10

CAPACITY ANALYSIS RESULTS – EXISTING CONDITIONS - UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
<b>Graceland Avenue with Oakwood Avenue (North Intersection)<sup>1</sup></b>				
• Westbound Approach	B	11.0	B	11.0
<b>Graceland Avenue with Oakwood Avenue (South Intersection)<sup>1</sup></b>				
• Eastbound Approach	B	10.4	B	11.0
<b>Lee Street with Oakwood Avenue<sup>1</sup></b>				
• Eastbound Approach	B	12.8	B	14.2
• Westbound Approach	B	12.2	B	14.7
<b>Thacker Street with Laurel Avenue<sup>1</sup></b>				
• Southbound Approach	B	10.2	B	12.3
• Eastbound Left Turn	A	7.7	A	8.1
<b>Thacker Street with First Avenue<sup>1</sup></b>				
• Southbound Approach	B	11.2	B	12.3
• Eastbound Left Turn	A	7.8	A	8.2
<b>Jeannette Street with Thacker Street<sup>1</sup></b>				
• Northbound Approach	B	11.3	B	10.5
• Westbound Left Turn	A	8.0	A	7.8
<b>Thacker Street with Alley (West Alley)<sup>1</sup></b>				
• Southbound Approach	B	10.3	B	12.6
• Eastbound Left Turn	A	7.7	A	8.1
<b>Thacker Street with Alley (East Alley)<sup>1</sup></b>				
• Northbound Approach	B	11.5	B	14.0
• Southbound Approach	B	10.9	B	11.6
• Eastbound Left Turn	A	7.6	A	7.8
• Westbound Left Turn	A	7.8	A	7.8
<b>Oakwood Avenue with Alley<sup>1</sup></b>				
• Southbound Approach	A	8.4	A	8.5
• Eastbound Left Turn	A	7.2	A	7.2
LOS = Level of Service Delay is measured in seconds.		1- All-Way Stop Control.		

Table 11

## CAPACITY ANALYSIS RESULTS –PROJECTED CONDITIONS - UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
<b>Graceland Avenue with Oakwood Avenue (North Intersection)<sup>1</sup></b>				
• Westbound Approach	B	11.5	B	11.3
<b>Graceland Avenue with Oakwood Avenue (South Intersection)<sup>1</sup></b>				
• Eastbound Approach	B	10.7	B	11.3
<b>Lee Street with Oakwood Avenue<sup>1</sup></b>				
• Eastbound Approach	B	13.8	C	15.1
• Westbound Approach	B	13.0	C	15.7
<b>Thacker Street with Laurel Avenue<sup>1</sup></b>				
• Southbound Approach	B	10.5	B	12.7
• Eastbound Left Turn	A	7.8	A	8.2
<b>Thacker Street with First Avenue<sup>1</sup></b>				
• Southbound Approach	B	11.6	B	12.7
• Eastbound Left Turn	A	7.8	A	8.2
<b>Jeannette Street with Thacker Street<sup>1</sup></b>				
• Northbound Approach	B	11.8	B	10.7
• Westbound Left Turn	A	8.0	A	7.8
<b>Thacker Street with Alley (West Alley)<sup>1</sup></b>				
• Southbound Approach	B	10.7	B	13.2
• Eastbound Left Turn	A	7.8	A	8.2
<b>Thacker Street with Alley (East Alley)<sup>1</sup></b>				
• Northbound Approach	C	15.4	B	14.0
• Southbound Approach	B	12.0	B	12.4
• Eastbound Left Turn	A	7.9	A	7.9
• Westbound Left Turn	A	7.9	A	7.9
<b>Oakwood Avenue with Alley<sup>1</sup></b>				
• Southbound Approach	A	8.5	A	8.6
• Eastbound Left Turn	A	7.3	A	7.3
<b>Alley with Proposed Access Drive<sup>1</sup></b>				
• Eastbound Approach	A	8.6	A	8.4
• Northbound Left Turn	A	0.1	A	0.1
<b>Oakwood Avenue with Proposed Access Drive<sup>1</sup></b>				
• Southbound Approach	A	8.5	A	8.5
• Eastbound Left Turn	A	7.3	A	7.3
LOS = Level of Service Delay is measured in seconds.		1- All-Way Stop Control.		

## Discussion and Recommendations

The following summarizes how the intersections are projected to operate and identifies any roadway and traffic control improvements necessary to accommodate the development traffic.

### *Thacker Street with Graceland Avenue*

The results of the capacity analysis indicate that overall this intersection currently operates at Level of Service (LOS) C during the weekday morning and weekday evening peak hours. The eastbound approach currently operates at LOS E during both peak hours and the westbound approach operates at LOS D during the weekday morning peak hour and LOS E during the weekday evening peak hour. Additionally, the southbound approach operates at LOS A during both peak hours.

Under Year 2029 total projected conditions, overall this intersection is projected to continue operating at LOS C during the weekday morning and weekday evening peak hours with increases in delay of approximately one second and less than two seconds, respectively. All the approaches are projected to continue operating at the same existing levels of service during the peak hours with increases in delay of less than three seconds. The maximum 95<sup>th</sup> percentile queue for the eastbound through movement is projected to be approximately 295 feet during the weekday evening peak hour and will extend to the west alley but based on the field observations and the traffic simulation, the queue will clear the intersection during each green phase. The maximum 95<sup>th</sup> percentile queue for the westbound through movement is projected to be approximately 280 feet during the weekday evening peak hour and will extend to the east alley but based on the field observations and the traffic simulation, the queue will clear the intersection during each green phase. As such, this intersection has adequate reserve capacity to accommodate the traffic estimated to be generated by the proposed development and no roadway improvements and/or traffic control modifications are required.

### *Thacker Street with Lee Road*

The results of the capacity analysis indicate that overall this intersection currently operates at LOS C during the weekday morning and weekday evening peak hours. The eastbound approach operates at LOS C during both peak hours and the westbound approach operates at LOS D during both peak hours. Additionally, the northbound approach operates at LOS A during both peak hours.

Under Year 2029 total projected conditions, overall this intersection is projected to continue operating at LOS C during the weekday morning and weekday evening peak hours with increases in delay of less than two seconds. The eastbound and westbound approaches are projected to operate at the same existing levels of service during both peak hours with increases in delay of less than two seconds. The northbound approach is projected to operate at LOS B during both peak hours with increases in delay of less than two seconds. The maximum 95<sup>th</sup> percentile queue for the eastbound through movement is projected to be approximately 245 feet during the weekday morning peak hour and will extend to the east alley but based on the field observations and the traffic simulation, the queue will clear the intersection during each green phase. As such, this intersection has adequate reserve capacity to accommodate the traffic estimated to be generated by the proposed development and no roadway improvements and/or traffic control modifications are required.

### *Proposed Residential Development Des Plaines, Illinois*



*Graceland Avenue with Oakwood Avenue (North Intersection)*

The results of the capacity analysis indicate that the westbound approach currently operates at LOS B during the weekday morning and weekday evening peak hours.

Under Year 2029 total projected conditions, the westbound approach is projected to continue operating at LOS B during both peak hours with increases in delay of less than one second. As such, the traffic that will be generated by the proposed development will have a limited impact on the operation of this intersection and no roadway improvements and/or traffic control modifications are required.

*Graceland Avenue with Oakwood Avenue (South Intersection)*

The results of the capacity analysis indicate that the eastbound approach currently operates at LOS B during the weekday morning and weekday evening peak hours.

Under Year 2029 total projected conditions, the eastbound approach is projected to continue operating at LOS B during both peak hours with increases in delay of less than one second. As such, the traffic that will be generated by the proposed development will have a limited impact on the operation of this intersection and no roadway improvements and/or traffic control modifications are required.

*Lee Street with Oakwood Avenue*

The results of the capacity analysis indicate that the eastbound and westbound approaches currently operate at LOS B during the weekday morning and weekday evening peak hours.

Under Year 2029 total projected conditions, the eastbound and westbound approaches are projected to operate at LOS B during the weekday morning peak hour and LOS C during the weekday evening peak hour with increases in delay of approximately one second or less. As such, this intersection has adequate reserve capacity to accommodate the traffic estimated to be generated by the proposed development and no roadway improvements and/or traffic control modifications are required.

*Thacker Street with Laurel Avenue*

The results of the capacity analysis indicate that the southbound approach currently operates at LOS B during the weekday morning and weekday evening peak hours while the eastbound left-turn movement operates at LOS A during both peak hours.

Under Year 2029 total projected conditions, the southbound approach and the eastbound left-turn movement are projected to continue operating at the same existing levels of service during both peak hours with increases in delay of less than one second. As such, the traffic estimated to be generated by the proposed development will have a limited impact on the operation of this intersection and no roadway improvements and/or traffic control modifications are required.

### *Thacker Street with First Avenue*

The results of the capacity analysis indicate that the southbound approach currently operates at LOS B during the weekday morning and weekday evening peak hours while the eastbound left-turn movement operates at LOS A during both peak hours.

Under Year 2029 total projected conditions, the southbound approach and the eastbound left-turn movement are projected to continue operating at the same existing levels of service during both peak hours with increases in delay of less than one second. As such, the traffic estimated to be generated by the proposed development will have a limited impact on the operation of this intersection and no roadway improvements and/or traffic control modifications are required.

### *Thacker Street with Jeannette Street*

The results of the capacity analysis indicate that the northbound approach currently operates at LOS B during the weekday morning and weekday evening peak hours while the westbound left-turn movement operates at LOS A during both peak hours.

Under Year 2029 total projected conditions, the northbound approach and the westbound left-turn movement are projected to continue operating at the same existing levels of service during both peak hours with increases in delay of less than one second. As such, the traffic estimated to be generated by the proposed development will have a limited impact on the operation of this intersection and no roadway improvements and/or traffic control modifications are required.

### *Thacker Street with West Alley*

The results of the capacity analysis indicate that the southbound approach currently operates at LOS B during the weekday morning and weekday evening peak hours and the eastbound left-turn operates at LOS A during both peak hours.

Under Year 2029 total projected conditions, the southbound approach and the eastbound left-turn are projected to continue operating at the existing levels of service during both peak hours with increases in delay of less than one second. As such, the traffic estimated to be generated by the proposed development will have a limited impact on the operation of this intersection and no roadway improvements and/or traffic control modifications are required.

### *Thacker Street with East Alley*

The results of the capacity analysis indicate that the northbound and southbound approaches currently operate at LOS B during the weekday morning and weekday evening peak hours. The eastbound and the westbound left-turn movements currently operate at LOS A during both peak hours.



Under Year 2029 total projected conditions, the northbound approach is projected to operate at LOS C during the weekday morning peak hour and LOS B during the weekday evening peak hour with increases in delay of less than four seconds. The southbound approach is projected to continue operating at LOS B during both peak hours with increases in delay of less than two seconds. The eastbound and westbound left-turn movements are projected to continue operating at LOS A during both peak hours with increases in delay of less than one second. As such, this intersection has adequate reserve capacity to accommodate the traffic estimated to be generated by the proposed development and no roadway improvements and/or traffic control modifications are required.

#### *Oakwood Avenue with East Alley*

The results of the capacity analysis indicate that the southbound approach and the eastbound left-turn movement currently operate at LOS A during the weekday morning and weekday evening peak hour.

Under Year 2029 total projected conditions, the southbound approach and the eastbound left-turn movement are projected to continue operating at LOS A during both peak hours with increases in delay of less than one second. As such, the traffic estimated to be generated by the proposed development will have a limited impact on the operation of this intersection and no roadway improvements and/or traffic control modifications are required.

#### *East Alley with Proposed Access Drive*

The proposed full-movement access drive off the east alley will provide one inbound lane and one outbound lane with the outbound movements under stop sign control.

Under Year 2029 total projected conditions, the eastbound approach and the northbound left-turn movement are projected to operate at LOS A during the weekday morning and weekday evening peak hours. As such, this intersection will be adequate to accommodate the traffic estimated to be generated by the proposed development and will ensure efficient access to the site.

#### *Oakwood Avenue with Proposed Access Drive*

The proposed full-movement access drive off Oakwood Avenue will provide one inbound lane and one outbound lane with the outbound movements under stop sign control.

Under Year 2029 total projected conditions, the southbound approach and the eastbound left-turn movement are projected to operate at LOS A during both peak hours. As such, this intersection will be adequate to accommodate the traffic estimated to be generated by the proposed development and will ensure efficient access to the site.

## Parking Evaluation

As previously indicated, the proposed development will have approximately 56 apartment units (41 one-bedroom units and 15 two-bedroom units) with 64 parking spaces. In order to determine the projected parking demand of the proposed development, the parking demand was estimated based on the City of Des Plaines Code of Ordinances and parking rates published in the Institute of Transportation Engineers' (ITE) *Parking Generation Manual*, 5<sup>th</sup> Edition. Based on the two methodologies, the parking demand for the proposed development is as follows:

### *Parking Requirements of Proposed Development per City Code*

- Multifamily Housing (56 Units)
  - 1 parking space per studio or one-bedroom unit
  - 1.5 parking spaces per two-bedroom unit

Based on the above and the requirements of the City of Des Plaines, this translates into 64 parking spaces. It is also important to note that this ratio does not take into account the proximity of the site to the Metra train station.

### *ITE Parking Generation Manual*

- Residential Use (Multifamily Housing Mid-Rise – Land Use Code 221)
  - 0.75 space per bedroom

Based on the above and the rates published in the ITE *Parking Generation Manual*, the above translates into 54 parking spaces based on the number of bedrooms which results in a surplus of 10 parking spaces. Therefore, the proposed parking supply of 64 parking spaces meets ITE's requirements of 54 parking spaces.

## 6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- The volume of traffic projected to be generated by the proposed development will be reduced due to the proximity of the development to the Des Plaines Metra train station.
- The results of the capacity analysis indicate that the proposed development traffic will not have a significant impact on the area roadways.
- Access to the development will be provided via a full-movement access drive off Oakwood Avenue located approximately 260 feet east of Graceland Avenue and a full-movement access drive off the alley located approximately 320 feet north of Oakwood Avenue. Both access drives will provide one inbound lane and one outbound lane with the outbound movements under stop sign control.
- The proposed access drives will be adequate in accommodating the traffic projected to be generated by the proposed development and will ensure that a flexible access system is provided.
- The proposed parking supply of 64 spaces will meet the City of Des Plaines and ITE requirements.

Graceland and Thacker Development – Site B  
Tax Estimate\*

Ellison Apartments, Des Plaines: \$5,300 per unit current taxes. Reduced to \$4,240 to reflect differences between the Ellison and the Graceland/Thacker Development.

Monarch Apartments, Des Plaines: \$5,144 per unit. Reduced \$4,115 per unit for subject site to reflect project differences.

Northgate Apartments, Wheeling: \$4,248 per unit, no reduction as fairly comparable.

Subject Site: \$4,500 per unit; translating to \$252,000 for the site. This would be an increase of \$208,000 over the current \$43,957 in taxes.

\*Source: Integra Realty Resources



## Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? *Check one*

A  B  Both

What comments or questions do you have on proposed **Site or Building Design**?

THAT LOOK NICE, TRY NOT TO  
MIX TOO MANY TEXTURES  
OR COLORS.

What comments or questions do you have on **Neighborhood Impact** from this project?

I FEEL LIKE THERE SHOULD  
BE NO MAJOR IMPACT.  
WILL IMPROVE THE OVERALL  
AESTHETIC.

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily  Weekly  Monthly  Not Regularly

**General Comments/Questions**

MAYBE CONDO INSTEAD OF  
APARTMENTS. PERMANENT  
RESIDENTS MIGHT TAKE  
MORE CARE OF THE  
AREA.



## Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? Check one

A

B

Both



What comments or questions do you have on proposed Site or Building Design?

No issues. Glad to see attractive development.

What comments or questions do you have on Neighborhood Impact from this project?

Wish there were more options for affordable housing in DP being built but I live nearby and I am supportive

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily



Weekly



Monthly



Not Regularly



General Comments/Questions

Our family supports this development.



# Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? *Check one*

A  B  Both

What comments or questions do you have on proposed **Site or Building Design**?

Looks like just another big box - More Brick, not cementitious siding -

What comments or questions do you have on **Neighborhood Impact** from this project?

Traffic - you cannot just take this bldg as an individual unit. Traffic from Welkin, 622 Graceland, New Units at Thacker and Lee, Little Bulgarian School (app + students) and potential development of Prairie Lee

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily  Weekly  Monthly  Not Regularly

### General Comments/Questions

Cut through traffic on Laurel Ave and Webford, Wood construction Not building long term community members, Small Apts = transient Too many studio and 1 BDRM Not enough 2 BDRM, Exterior looks just like other high rises ->



## Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? *Check one*

A  B  Both

What comments or questions do you have on proposed **Site or Building Design**?

*The latest trend of ugly architecture!*

What comments or questions do you have on **Neighborhood Impact** from this project?

*Terrible impact!*

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily  Weekly  Monthly  Not Regularly

**General Comments/Questions**

*Des Plaines does not need more rental buildings, cheaply constructed and possibly turned into low-income subsidized properties.*





# Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? *Check one*

A  B  Both

What comments or questions do you have on proposed **Site or Building Design?**

Why CANNOT THEY LOOK FOR ANOTHER COMMERCIAL BUYER. SUCH AS, RETAIL STORES

What comments or questions do you have on **Neighborhood Impact** from this project?

TOO MANY APARTMENTS IN A SMALL AREA ALREADY SURROUNDED BY CONDOS

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily  Weekly  Monthly  Not Regularly

**General Comments/Questions**

I WOULD NOT WANT TO SEE THIS PROJECT APPROVED BY THE VILLAGE OF DES PLAINES



# Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? *Check one*

A  B  Both

What comments or questions do you have on proposed **Site or Building Design**?

I appreciate the size of this bldg for the site. It fits into the neighborhood & is appropriate. The brick design is nice as well.

What comments or questions do you have on **Neighborhood Impact** from this project?

I'm concerned about traffic impact & parking on near by neighborhood streets.

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily  Weekly  Monthly  Not Regularly

### General Comments/Questions

This meeting was a great idea. I'm glad the city is finally reaching out to the community for input before a project is approved. It's a start in the right direction.



# Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? *Check one*

A  B  Both

What comments or questions do you have on proposed Site or Building Design?

WHY MAKE APARTMENTS? WHY NOT CONDOS OR TOWNHOMES?  
WE NEED RESIDENTS WHO ARE INVESTED IN OUR  
CITY, NOT TRANSIENT TENANTS

What comments or questions do you have on Neighborhood Impact from this project?

THIS PROJECT BACKS UP TO THE NEW BULGARIAN SCHOOL,  
WHICH EXPORTS ~200 STUDENTS DAILY. DEAD OHS  
GO LIGHT THROUGH THE NEIGHBORHOOD. THE TRAFFIC  
IMPACT OF THE WALKING COLLEGE ROAD, THE SCHOOL,

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily  Weekly  Monthly  Not Regularly

General Comments/Questions

AND NOW THIS WILL BE SIGNIFICANT

THIS WAS A COMPLETELY INTERACTIVE WAY TO  
PRESENT THE PROJECT. THE DEVELOPERS SHOULD  
HAVE MADE PRESENTATIONS AND TAKEN QUESTIONS  
SO THAT EVERYONE COULD HEAR.



# Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? *Check one*

- A  B  Both

What comments or questions do you have on proposed **Site or Building Design**?

PARKING AREA  
 Move the garages closer to corners instead of having multiple entrances.  
 Put land parking in the middle

What comments or questions do you have on **Neighborhood Impact** from this project?

Entering & EXISTING  
 Graceland is one way street don't need to give an option to turn the wrong way.

How often have you been near or by this property (within approx. three blocks) in the past six months?

- Daily  Weekly  Monthly  Not Regularly

**General Comments/Questions**

Redesign the location of parking garages.  
Visitor parking should be in the middle opposite the entrance



## Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? *Check one*

A

B

Both

What comments or questions do you have on proposed **Site or Building Design**?

more brick please

What comments or questions do you have on **Neighborhood Impact** from this project?

We have too many apartments currently & coming soon. Please consider condos.

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily

Weekly

Monthly

Not Regularly

**General Comments/Questions**

Less apartments, we are saturated.

Trends change



## Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? *Check one*

A  B  Both

What comments or questions do you have on proposed **Site or Building Design**?

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What comments or questions do you have on **Neighborhood Impact** from this project?

- (1) APPEARS TO BE SIMILAR USE TYPE TO OTHER EXISTING PROPERTIES
- (2) WHAT IS # OF DWELLINGS UNITS / ACRE FOR THIS SITE AND EXISTING ADJACENT SITE

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily  Weekly  Monthly  Not Regularly

General Comments/Questions

- (1) HOW MANY GUEST PARKING SPACES ARE PROVIDED
- (2) PERCENT OF IMPERVIOUS COVERAGE; WHERE WILL STORM WATER DETENTION BE PROVIDED
- (3) FOR SALE OR RENTAL



# Public Comment Card Contour Place Workshop

Which site concept(s) are you commenting on? *Check one*

A  B  Both

What comments or questions do you have on proposed Site or Building Design?

Unable to fill Apts with residents and currently the new residential highrise sits empty and <sup>retailer</sup> ~~no~~ *WILKINS*

What comments or questions do you have on Neighborhood Impact from this project?

Shifting building from trucks speeding down Grace and vibrates our Bldg... walls are cracked.

How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily  Weekly  Monthly  Not Regularly

### General Comments/Questions

restaurant coming *not*

Semi truck traffic should be routed to Route 83 instead of Grace.

New residential bldg. on route. Trucks & traffic

## Samantha Redman

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**From:** Maureen Stern  
**Sent:** Friday, June 9, 2023 10:28 AM  
**To:** Samantha Redman; John Carlisle  
**Subject:** FW: Feedback for Des Plaines, IL

This came in through the feedback button on the website.  
See below.

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**From:** Media Services <media@desplaines.org>  
**Sent:** Friday, June 9, 2023 10:24 AM  
**To:** Maureen Stern <mstern@desplaines.org>  
**Subject:** FW: Feedback for Des Plaines, IL

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**From:** Des Plaines, IL <[media@desplaines.org](mailto:media@desplaines.org)>  
**Sent:** Friday, June 9, 2023 10:23:44 AM (UTC-06:00) Central Time (US & Canada)  
**To:** Media Services <[media@desplaines.org](mailto:media@desplaines.org)>  
**Subject:** Feedback for Des Plaines, IL

You have received this feedback from [REDACTED] following page:

<https://www.desplaines.org/access-your-government/boards-and-commissions/planning-and-zoning-board>

My concern is the development of the saw company at Thacker and Graceland. I attended the meeting on June 6. I don't think the city realizes the total picture. I would like to see another meeting set with more notice given to residents in the area. There are more residents who were not advised in writing who do not have the Des Plaines internet access We don't need more apts especially if they accept vouchers. The complex will be mostly vouchers. . parking is not adequate now. The argument that most potential renters will not have cars is unrealistic. There is nothing close by - a car will be necessary for shopping. Argument that it is close to the train is unrealistic. Most young people work from home and the walk to the train is not that convenient especially in bad weather . I did it for 10 years. There is nothing in Des Plaines close by to entice young people to live here. There were board members that get it. The demeanor of one disappointing-like he didn't care I neglected to get names unfortunately. I remember faces Shame Des Plaines headed in wrong direction with apts



## Samantha Redman

---

**From:** [REDACTED]  
**Sent:** Tuesday, June 13, 2023 3:48 PM  
**To:** Andrew Goczkowski; Jessica Mastalski; Mark Lysakowski; Colt Moylan; Sean Oskerka  
**Cc:** Samantha Redman; Dick Sayad; Carla Brookman; mwalster@desplaines.org; Patricia Smith; Mike Charewicz; jcatallano@desplaines.org; rfowler@desplaines.org; Rhoferr@desplaines.org; psaletnik@desplaines.org; Jzabo@desplaines.org; Cveremis@desplaines.org; tweaver@desplaines.org; Joanne Mendoza  
**Subject:** Fw: Graceland and Thacker -- Maybe Someone will respond  
**Attachments:** IMG\_6425.PNG

Good Afternoon.....I am writing this for myself, and other residents in the area. I have not gotten one response regarding previous emails. Very disappointing.

I can only hope this development is for reconsideration. There is no parking. Not a good location for apartments, especially since the new downtown apartments are not even rented. Knowing how the drill is, this complex will become low income housing which will destroy Des Plaines. Common sense would tell you this. I'd like to see Des Plaines work harder to build up retail, rather than apartments. All of us would. I take advantage of At7 and the Theatre.

There is not enough retail around to even entice people to live here. I have to drive outside of Des Plaines for most shopping.

Developer's arguments:

Young people want to live near the train. Downtown Des Plaines is different and they can't even rent those apartments close by. This is not Downtown Chicago where everything is in walking distance (restaurants, stores, drug stores, etc.) I traveled over 10 years to the train from this location, and during bad weather - not an easy hike. Even as he says young people don't need cars, there is no shopping convenient here. THEY WILL NEED CARS -- and the parking situation. Parking is limited in this location as it is.

He is never going to get the high rents he thinks he is - very delusional thinking.....So lower the rents and accept vouchers. I'm beginning to think that's the plan

**DO NOT APPROVE THEIR BUILDING PLANS**

Redraw the plans of the building Push back the building so there is a parking lot in front of the proposed building on Graceland.

Make the building residents 50 years and older -- there are more elderly people who would be interested

Do condos/townhouses - people who would have more of a personal stake in Des Plaines.

But, I'm not hopeful as from experience (I worked for attorneys and a lobbyist), and usually by the time residents are notified - too late. Just like the Journal site (more apartments) I hope Des Plaines wakes up.

I would like information to pass on to the residents in the area.

----- Forwarded Message -----

[REDACTED]  
**To:** "soskerka@desplaines.org" <soskerka@desplaines.org>  
**Cc:** "dsayad@desplaines.org" <dsayad@desplaines.org>  
**Sent:** Friday, June 9, 2023 at 12:49:13 PM CDT  
**Subject:** Graceland and Thacker

Good Afternoon

I sent the following email. FYI

You can see how upset some of us are about this development and the ramifications that are in the future It's not a good location with the arguments the developer had didn't fly

I'm not sure if you were at the meeting. Missed introductions if there were any.

I don't think residents given enough time to understand I had reached out awhile back to someone in Des Plaines. Never got a reply.

I hope you can do something More rentals Not a good thing for Des Plaines. Hoping city wakes up

Condos/townhomes would be

Mr Sayad - I think you were at this meeting ?

Thank you

Sent from my iPhone

## Samantha Redman

---

**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Tuesday, June 20, 2023 9:58 AM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

### Contour Place Public Input

**Submission #:** 2513920  
**IP Address:** 149.75.158.58  
**Submission Date:** 06/20/2023 9:57  
**Survey Time:** 3 minutes, 29 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Read-Only Content

#### Section Break

#### Which site concept(s) are you commenting on?

Both

#### What comments or questions do you have on the proposed Site or Building Design

please ignore the NIMBYs and permit this and all other residential housing projects.

#### What comments or questions do you have on Neighborhood Impact from this project?

Des Plaines is great am I am excited to share it with more people

#### How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily

#### General Comments/Questions

I encourage displays to approve this and all residential building projects. there are a couple of NIMBYs running around the neighborhood complaining about this and I think you should ignore them. building more housing will help. Des Plaines and make it a more robust and vibrant community. I live very close to the site, and I look forward to new neighbors. Nick Hantel 719 Laurel Ave

#### Email (optional)

[REDACTED]

### Read-Only Content

Thank you,  
Des Plaines, IL

---

This is an automated message generated by Granicus. Please do not reply directly to this email.

## Samantha Redman

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**From:** [REDACTED]  
**Sent:** Tuesday, June 20, 2023 10:01 AM  
**To:** Andrew Goczkowski; Jessica Mastalski; Mark Lysakowski; Colt Moylan; Sean Oskerka  
**Cc:** Samantha Redman; Dick Sayad; Carla Brookman; mwalster@desplaines.org; Patricia Smith; Mike Charewicz; jcatallano@desplaines.org; rfowler@desplaines.org; Rhoferr@desplaines.org; psaletnik@desplaines.org; Jzabo@desplaines.org; Cveremis@desplaines.org; tweaver@desplaines.org; Joanne Mendoza  
**Subject:** Re: Graceland and Thacker

I was at the city council meeting last night. I didn't expect to be able to speak. I wasn't prepared and left out my main concern about so many rentals in Des Plaines. This email is repetitive to my original email below.

Also I'm speaking for residents in the area. Not just myself

I dread that Des Plaines is going down this path. I think in the long run federal aid (we are not stupid people who don't realize this is behind all this) given to the city for these so called rentals will not be worth it in the end. Build condos or townhouses where people will have a personal and financial stake in their property

I had asked the developer at the June 6 meeting about what happens when these apts cannot be rented. ....asked about vouchers. He then stated they cannot turn away voucher requests. This development will end up be low income housing.

With the huge rental buildings downtown and the Webford project (more apts) Des Plaines will end up being a disaster down the road

I'd like to see more retail. I have a granddaughter who I would love to take downtown and see shops catered to kids.....not high end stores. There are a lot of kids in Des Plaines Choo Choo is one option but shame it's so small. Sometimes you can't get in.

I think you are making a mistake not agreeing to that gentleman's proposal re snack shop whatever. ....even if not a sit down restaurant. Des Plaines is not a high end city. Seems you lost many opportunities with these restaurants going other places. A good hamburger place would have been great

You made a big mistake about the dispensary. If In the right location downtown you lost a lot of money. There are a lot of people who have medical cards and recreation Now Give their money to Niles and Rosemont

Below is my original email sent to as many people I could find. I hope Mr Mendoza forwarded it to the zoning board. No one could give me any contact information for the Board

Could someone confirm date of the next zoning meeting. We were told June 25.....which is a Sunday

Thank you for your consideration

[Sent from Yahoo Mail for iPhone](#)

On Tuesday, June 13, 2023, 3:48 PM, [REDACTED] wrote:

Good Afternoon.....I am writing this for myself, and other residents in the area. I have not gotten one response regarding previous emails. Very disappointing.

I can only hope this development is for reconsideration. There is no parking. Not a good location for apartments, especially since the new downtown apartments are not even rented. Knowing how the drill is, this complex will become low income housing which will destroy Des Plaines. Common sense would tell you this. I'd like to see Des Plaines work harder to build up retail, rather than apartments. All of us would. I take advantage of At7 and the Theatre.

There is not enough retail around to even entice people to live here. I have to drive outside of Des Plaines for most shopping.

Developer's arguments:

Young people want to live near the train. Downtown Des Plaines is different and they can't even rent those apartments close by. This is not Downtown Chicago where everything is in walking distance (restaurants, stores, drug stores, etc.) I traveled over 10 years to the train from this location, and during bad weather - not an easy hike. Even as he says young people don't need cars, there is no shopping convenient here. THEY WILL NEED CARS -- and the parking situation. Parking is limited in this location as it is.

He is never going to get the high rents he thinks he is - very delusional thinking.....So lower the rents and accept vouchers. I'm beginning to think that's the plan

**DO NOT APPROVE THEIR BUILDING PLANS**

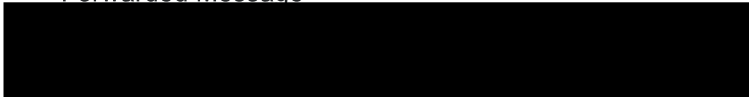
Redraw the plans of the building Push back the building so there is a parking lot in front of the proposed building on Graceland.

Make the building residents 50 years and older -- there are more elderly people who would be interested Do condos/townhouses - people who would have more of a personal stake in Des Plaines.

But, I'm not hopeful as from experience (I worked for attorneys and a lobbyist), and usually by the time residents are notified - too late. Just like the Journal site (more apartments) I hope Des Plaines wakes up.

I would like information to pass on to the residents in the area.

---- Forwarded Message ----



**Sent:** Friday, June 9, 2023 at 12:49:13 PM CDT

**Subject:** Graceland and Thacker

Good Afternoon

I sent the following email. FYI

You can see how upset some of us are about this development and the ramifications that are in the future It's not a good location with the arguments the developer had didn't fly

I'm not sure if you were at the meeting. Missed introductions if there were any.

I don't think residents given enough time to understand I had reached out awhile back to someone in Des Plaines. Never got a reply.

I hope you can do something More rentals Not a good thing for Des Plaines. Hoping city wakes up

Condos/townhomes would be

Mr Sayad - I think you were at this meeting ?

Thank you

Sent from my iPhone

## Samantha Redman

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**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Monday, June 26, 2023 4:01 PM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

### Contour Place Public Input

**Submission #:** 2528158  
**IP Address:** 99.93.196.68  
**Submission Date:** 06/26/2023 4:01  
**Survey Time:** 55 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Read-Only Content

#### Section Break

#### Which site concept(s) are you commenting on?

Both

#### What comments or questions do you have on the proposed Site or Building Design

not a good option in DP. there are so many vacant rentals already

#### What comments or questions do you have on Neighborhood Impact from this project?

#### How often have you been near or by this property (within approx. three blocks) in the past six months?

Weekly

#### General Comments/Questions

#### Email (optional)

#### Read-Only Content

Thank you,  
Des Plaines, IL

---

This is an automated message generated by Granicus. Please do not reply directly to this email.

## Samantha Redman

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**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Wednesday, July 5, 2023 12:53 PM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

### Contour Place Public Input

**Submission #:** 2546548  
**IP Address:** 73.208.12.61  
**Submission Date:** 07/05/2023 12:53  
**Survey Time:** 11 minutes, 5 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Read-Only Content

#### Section Break

#### Which site concept(s) are you commenting on?

Both

#### What comments or questions do you have on the proposed Site or Building Design

Site A - I feel the open land parking lots should be moved to the middle of the area where the garage buildings are. Moving the garage buildings over towards the street is better. We don't need 4 exits from these parking areas with one being so close to the curve in the street on Thacker by the railroad tracks where vision could be blocked. The other exit on Graceland is giving the cars the opportunity to turn left on a one way street.

#### What comments or questions do you have on Neighborhood Impact from this project?

Parking will become an issue if the residence of the complex have to pay for a parking space. Each unit should already have that built into their rent. Visitor parking should be closer to the main entrance and enough to cover visitors at an equal amount since street parking is very limited.

#### How often have you been near or by this property (within approx. three blocks) in the past six months?

Weekly

#### General Comments/Questions

Parking redesign should be investigated as previously noted. For the site A building there are less 2 bedroom units per floor than in the Site B design. Consider making 2 more 2 bedroom units perform at the middle of each floor and eliminate 3 one bedroom units and one studio. Also a more define entrance should be visible at the corner of Graceland and Thacker even though this is not the main entrance. For Site B also a more define entrance should be visible along Graceland. Concerns over at Site B is Oakwood Street capable of handling all this new traffic and parking?

#### Email (optional)

[REDACTED]

### Read-Only Content

Thank you,  
Des Plaines, IL



## Samantha Redman

---

**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Wednesday, July 5, 2023 7:11 PM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

### Contour Place Public Input

**Submission #:** 2547791  
**IP Address:** 76.136.228.9  
**Submission Date:** 07/05/2023 7:11  
**Survey Time:** 6 minutes, 59 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Read-Only Content

#### Section Break

#### Which site concept(s) are you commenting on?

Site B

#### What comments or questions do you have on the proposed Site or Building Design

Should redevelop site with Townhome/Condos only with on-site.parking only

#### What comments or questions do you have on Neighborhood Impact from this project?

Parking is presently severely limited in the neighborhood at the time being! An apartment building would ONLY SERVE TO IMPACT parking and MAKE IT MUCH WORSE!

#### How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily

#### General Comments/Questions

Develop Site B with Condo/Townhouse ONLY with on-site parking

#### Email (optional)

[REDACTED]

### Read-Only Content

Thank you,  
Des Plaines, IL

---

This is an automated message generated by Granicus. Please do not reply directly to this email.

## Samantha Redman

---

**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Monday, July 10, 2023 4:46 PM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

### Contour Place Public Input

**Submission #:** 2557607  
**IP Address:** 73.45.169.154  
**Submission Date:** 07/10/2023 4:46  
**Survey Time:** 25 minutes, 22 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Read-Only Content

#### Section Break

#### Which site concept(s) are you commenting on?

Both

#### What comments or questions do you have on the proposed Site or Building Design

i'm a owner of 915 Graceland ave. I don't agree with new zoning: R-4 Central Core Residential Case number:23-040-MAP.

#### What comments or questions do you have on Neighborhood Impact from this project?

No more rentals in this neighborhood!! We already have 136 rentals right one block down!!Maybe more at Ellison Apartments. This is a quite and peacefull area!!

#### How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily

#### General Comments/Questions

Take in consideretion our concern about rentals. I would rather see condos/townhomes where people have a personal and financial stake in their property

#### Email (optional)

### Read-Only Content

Thank you,  
Des Plaines, IL

---

This is an automated message generated by Granicus. Please do not reply directly to this email.

## Samantha Redman

---

**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Thursday, July 13, 2023 9:52 AM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

### Contour Place Public Input

**Submission #:** 2564260  
**IP Address:** 75.58.27.199  
**Submission Date:** 07/13/2023 9:52  
**Survey Time:** 4 minutes, 11 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Read-Only Content

#### Section Break

#### Which site concept(s) are you commenting on?

Both

#### What comments or questions do you have on the proposed Site or Building Design

Don't build these, too many buildings too close to each other

#### What comments or questions do you have on Neighborhood Impact from this project?

Do we need extra rentals in Des Plaines?

#### How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily

#### General Comments/Questions

Please build your buildings somewhere else

#### Email (optional)

### Read-Only Content

Thank you,  
Des Plaines, IL

---

This is an automated message generated by Granicus. Please do not reply directly to this email.

**Samantha Redman**

---

**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Wednesday, July 12, 2023 5:49 PM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

**Contour Place Public Input**

**Submission #:** 2563308  
**IP Address:** 75.58.27.199  
**Submission Date:** 07/12/2023 5:48  
**Survey Time:** 2 minutes, 11 seconds

You have a new online form submission.  
Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

**Read-Only Content**

**Section Break**

**Which site concept(s) are you commenting on?**

Both

**What comments or questions do you have on the proposed Site or Building Design**

We don't need this extra buildings and noises over here. Its nice place to do the park .

**What comments or questions do you have on Neighborhood Impact from this project?**

will be any voting on this project? Many neighbors don't like this idea.

**How often have you been near or by this property (within approx. three blocks) in the past six months?**

Daily

**General Comments/Questions**

Move your project to more open area

**Email (optional)**

**Read-Only Content**

Thank you,  
Des Plaines, IL

---

This is an automated message generated by Granicus. Please do not reply directly to this email.

**Samantha Redman**

---

**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Tuesday, July 18, 2023 8:11 AM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

**Contour Place Public Input**

**Submission #:** 2573662  
**IP Address:** 173.15.39.78  
**Submission Date:** 07/18/2023 8:10  
**Survey Time:** 6 minutes, 45 seconds

You have a new online form submission.  
Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

**Read-Only Content**

**Section Break**

**Which site concept(s) are you commenting on?**

Both

**What comments or questions do you have on the proposed Site or Building Design**

**What comments or questions do you have on Neighborhood Impact from this project?**

How will this project affect traffic patterns, parking for all the units and emergency vehicles access.

**How often have you been near or by this property (within approx. three blocks) in the past six months?**

Daily

**General Comments/Questions**

How many units are subject to low income tenants

**Email (optional)**

[REDACTED]

**Read-Only Content**

Thank you,  
Des Plaines, IL

---

This is an automated message generated by Granicus. Please do not reply directly to this email.

\* Which site concept(s) are you commenting on?

A + B Contour Project (Thacker and Graceland)

What comments or questions do you have on the proposed Site or Building Design

Too Many Rentals in Des Plaines as it is  
Potential of being low income housing

What comments or questions do you have on Neighborhood Impact from this project?

PARKING / CRIME

\* How often have you been near or by this property (within approx. three blocks) in the past six months?


DAILY

General Comments/Questions

No retail close by for shopping; not close to  
transportation (a good walk) especially in bad weather  
Schools are crowded - Build a school

Email (optional) m


Questions about the project should be sent to [redman@desplaines.org](mailto:redman@desplaines.org).

1. To receive a copy of your submission, please fill out your email address below and submit.
2. Email Address: 

IF YOU AGREE WITH MY COMMENTS, PLEASE SIGN. I WILL FORWARD TO THE ZONING COMMITTEE. IF YOU HAVE OTHER COMMENTS, PLEASE FEEL FREE TO MAKE YOUR OWN NOTES.

THANK YOU. Please leave the pen!

Mary Davis 203  
Teli Pudlo 302  
Christ Anderson #501  
DAVID AND LINDA SCHULTZ - #306  
CONSUELO Balagueram #305

Marge & Tom Namie #506  
 #303

Mary Ann Ales ~~Ales~~ Joe Ales 303

Preetima Thomas 503

Therese A. Durante 401

Chuck Durante 401

Karen J. March 502

Bijoy Thomas 503

Lion W. Kiplinski 502

Nancy S. Greenleaf - 206

Maria A. Olson 202

Deanna & Mitchell Str 201

Richard Pat 404

Mary Pearson 403

David 405

\* Which site concept(s) are you commenting on?

A + B Contour Project (Thacker and Graceland)

What comments or questions do you have on the proposed Site or Building Design

Too Many Rentals in Des Plaines As it is Potential of being low income housing

What comments or questions do you have on Neighborhood Impact from this project?

PARKING / CRIME

\* How often have you been near or by this property (within approx. three blocks) in the past six months?

DAILY

General Comments/Questions

No retail close by for shopping; not close to transportation (a good walk) especially in bad weather Schools are crowded - Build a school

Email (optional) M

Questions about the project should be sent to [redmm@desplaines.org](mailto:redmm@desplaines.org).

1. To receive a copy of your submission, please fill out your email address below and submit.

2. Email Address : 



IF YOU AGREE WITH MY COMMENTS, PLEASE SIGN. I WILL FORWARD TO THE ZONING COMMITTEE. IF YOU HAVE OTHER COMMENTS, PLEASE FEEL FREE TO MAKE YOUR OWN NOTES.

THANK YOU. Please leave the pen!

Mary Dennis 203

Teri Pudlo 302

Carol Anderson #501

DAVID AND LINDA SCHULTZ - #306

CONSUELO Balagueram #305

Marge + Tom Dammie

#506



#303

Mary Ann ~~Adessa~~ Joe Ales

303

Preethee Thomas 503

Therese A. Durante 401

Chuck Durante 401

Karen Jensen 502

Bijoy Thomas 503

Lion W. Kiplinski 502

Nancy S. Greenfield - 206

Maria A. Olson 202

Deanna + Mitchell ~~Stu~~ 201

Richard Pat 404

Mary Pearson 403

David 405

(over)

**From:** [REDACTED]  
**Sent:** Monday, August 7, 2023 12:58 PM  
**To:** John Carlisle; Samantha Redman; Joanne Mendoza; Margaret Mosele  
**Cc:** Andrew Goczkowski; Jessica Mastalski; Mark Lysakowski; Mark Walsten; Colt Moylan; Sean Oskerka; Mike Charewicz; Dick Sayad; Carla Brookman; Patricia Smith  
**Subject:** For your consideration: Please pass these comments on to the zoning board re Contour Project

At the meeting on July 25 re rezoning of Contour Saw project. I hope all of you sit back , read the concerns, and consider what will eventually may happen. I'm glad any decision was postponed at this meeting.

Why not just rezone the properties for private homes / townhomes also. Better yet, a school and/or park - I have heard the schools are overcrowded. Also, Give other developers the opportunity for the sites. Maybe this developer would be interested going that route. You would get more interest in the property and hopefully a better plan for the neighborhood if the rezoning included private homes / townhomes.

Eventually the inflation has to improve although it might take a while. So why rush into this.

It was almost a relief about possible townhomes at Site A. After the bombshell that townhomes would be rentals, and reality set in - along with discussions with area residents- this is a worse scenario than the apartments . You would never be able to control the amount of residents living in a townhouse. Property values will go down, not up. Parking would still be a problem.

If you had to keep apartments at Site B. You would have that money generated - and would be more reasonable for the discussion of future and present housing for seniors which was mentioned. The reality is there is a need for this now. The apartments would work at Site B. I agree.

I'm all for senior housing. There are 3-5 year waiting lists for senior housing. I have friends who are on waiting lists.

They would have additional parking for apartments if they moved the building back further to the west of Graceland. Reconfigure their plans. It would look nicer on Graceland if they did something like the Waterford Condos on Graceland did in front of their condo building.



And learning the City took the first offer from one developer, this doesn't seem like a good business plan. **Why the rush** when you don't even know what's going to happen at the journal building site, or the rentals from Welkin and Ellison developments. I'm not certain, but aren't there other developments in the works in Des Plaines.

I saw the figures about tax revenue -  
Approx. 43,000 taxes received now for properties  
Taxes from federal funding. Approx. 490,000

If it was private property- if 40 townhomes. Generate at least 10,000 -12,000 yearly taxes per unit. 480,000 for the property at Site A

If townhomes were privately owned you would generate more taxes in the long run and not compromise the neighborhood. I walked this neighborhood with my granddaughter this past weekend. Such a great safe area with Centennial Park close by. Beautiful.

People who own have a stake in the property take care of it.

Seeing the townhomes around Mannheim and Touhy shows the future of what might eventually happen.

Why not check with surrounding municipals (Schaumburg, Arlington Heights, Rolling Meadows and other neighboring municipalities) if they have problems with this kind of a development in the middle of a quiet residential neighborhood.

Have you looked into this builder's credentials? I see one project pending. Talked to Skokie Rezoning....his development was approved but nothing has been done yet. I

could not find any building developments he has completed. Wouldn't it be a good idea if this was postponed until you see how Skokie makes out with his development. With all the developments planned in Des Plaines, what is the rush.

Right now, You have no idea about the quality and knowledge of the builder's building developments. I do know he was denied building in the City of Chicago at 2835-45 West Belden. The alderman at the time did not want the project. I could not get a reason for the denial.

Hopefully, you have more information on the builder.

There are other ways to get revenue for the city. Focus on downtown retail. Small shops, restaurants , snack shop would be a good thing close to train. Would love to see a dollar store

These are my thoughts along with others. There are so many area residents who have no idea of what is going on, and many who do not have access to internet.

I hope you all read next door. When these conversations come up, people have a lot to say but give up. Talking with residents re Webford project. — seems like they feel the resident's opinions in Des Plaines do not matter. Shame so many residents feel that way.

Saw that with Kimchi project. Pushed it through because of a potential lawsuit..... Is that how Des Plaines works? Telling developers they are good to go before anything approved and finding out how residents feel about it. I was able to talk to the attorney and owners of the Kimchi project when I left the meeting. I wished them good

luck. Very responsible and respectful.....hope it works out for them and Des Plaines residents nearby.

Thank you for your consideration.

And I hope your decisions don't reflect the term limits set - that many of these decisions are made in haste. I am sorry this happened.

[Sent from Yahoo Mail for iPhone](#)

Chris at [REDACTED]

## Samantha Redman

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**From:** Caryssa Buchholz [REDACTED]  
**Sent:** Monday, August 7, 2023 10:47 PM  
**To:** Samantha Redman  
**Subject:** Re: Contour Saws Site A  
**Attachments:** 1924 Graceland-Thacker.jpg

Samantha,

Thank you for forwarding:

I do have a few comments in regards to Site A:

1. With the newly proposed plan as townhomes, I believe this is even more a great opportunity than before to utilize a portion of the existing building on-site through re-use for planned components such as the club house. Despite several additions, there is a portion that appears more of the scale of a single family residence. This building dates back to the 1920s - back when the Contour Saws site was primarily single family residence - see attached Sanborn map. In addition, as you can see from the below newspaper clip and if one were to pull the original plat for the Des Plaines Manor subdivision, the triangle plots at the end of Laurel just above the article title is the site in question, which makes it a part of the original single family Garden City-esque subdivision layout. By preserving this single family structure already on the site, it not only honors the history of the city, it maintains the design or even returns the subdivision closer to its original intent and it creates a unique project that will set it apart from residential developments across our own city and every other neighboring city.
2. As for the new construction component, I would like to see more movement in the facades of the townhome designs. I believe them to be too minimalist per the concept renderings. The condominiums kiddy korner to them have stone lintels and ornamentation and the single family residences in the subdivision are very much craftsman in nature, each bearing their own unique character. While it is often cheaper to design a straight facade, I feel if there is not enough detail added in other manners, they can get stagnant/flat. I'd like to see more than just a slight dip at the roofline between units and a material transition to create that movement. I'd like to see detail added with things such as a cornice or window/door trim or juliet balconies or pilasters - minor things that could break the plane while still structurally maintaining a straight facade at a minimum. I also would like to see material choices become a bit more concise. Right now, the rendering indicates 2 colors of face brick, a veneer stone, and a fiber cement panel. I'd prefer to see this brought down to 2 material choices with a contrasting color palette of 2 colors.





**HALF ACRE TRACT DISTRICT**



Every black square on this plat indicates a house already built & occupied. All the lots which do not bear lot numbers have been already sold.

**Restricted District**

In this portion of the subdivision, lots are improved with sewer, water, gas, electricity, cement sidewalks, thrifty trees, etc. Lots 50x150 in this section as low as \$400. Only 3 minutes walk from schools, stores, theater, Northwestern Station, etc.

The Finest Homes in Des Plaines Join Our Subdivision at This Point

# These Half Acre Tracts Will Pay for Themselves



(Orange outlines buildings originally shown in attached 1924 Sanborn)

Thanks in advance for your time,

**Caryssa Buchholz**

On Mon, Aug 7, 2023 at 3:22 PM Samantha Redman <[sredman@desplaines.org](mailto:sredman@desplaines.org)> wrote:

Hi Caryssa,

Attached are the presentation documents from the discussion on 7/25. There is an issue uploading to the website, I'm investigating right now. Thanks for bringing this to my attention.

Attached is the conceptual plan and rendering. Please note the developer has not submitted an application yet for Site A and they are intending to submit later this month. Once submitted, any person is able to examine the application upon request, per [section 12-3-1.D](#) (i.e. we will email all plans to you if you ask). Prior to the Planning and Zoning Board meeting, all materials will be available on the website along with the staff report.

Note: Site B was recommended for approval on 7/25. However, the petitioner has requested to postpone the City Council meeting for Site B until Site A has been through the Planning and Zoning Board so that both applications can be considered by City Council simultaneously.

If you or another community member have comments, please send to me either through email or through the public input form on [desplaines.org/contourplace](https://desplaines.org/contourplace). All comments go directly to our staff so we can incorporate them with our staff review and all public comments are included into the PZB staff report packet.

Let me know if you have any questions, thank you.

---

*How are we doing? Our department wants your feedback. Based on your recent experience with us, please take a few moments to complete this [customer satisfaction survey](#).*

SAMANTHA REDMAN

PLANNER

City of Des Plaines

1420 Miner Street, Des Plaines, IL 60016

P: 847.391.5384 W: [desplaines.org](https://desplaines.org)



---

**From:** Caryssa Buchholz [REDACTED]  
**Sent:** Monday, August 7, 2023 2:21 PM  
**To:** Samantha Redman <[sredman@desplaines.org](mailto:sredman@desplaines.org)>  
**Subject:** Contour Saws Site A

Good Afternoon Samantha,

I was just catching up on the Contour Saws Development Proposal and based on the audio from the Site B Planning and Zoning meeting held in July 25th, I believe there was mention that Site A was now being looked at for Townhome development and imagery was presented at the meeting. I didn't see any presentation documents online for Site A.

Is that located somewhere where I could see the current proposal for Site A?

Thanks,

**Caryssa Buchholz, AIA, LEED Green Assoc.**

## Samantha Redman

---

**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Wednesday, September 13, 2023 10:05 PM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

### Contour Place Public Input

**Submission #:** 2699455  
**IP Address:** 174.192.69.24  
**Submission Date:** 09/13/2023 10:04  
**Survey Time:** 40 minutes, 36 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Read-Only Content

#### Section Break

#### Which site concept(s) are you commenting on?

Both

#### What comments or questions do you have on the proposed Site or Building Design

If Welkin is only 50%/not fully occupied (as well as more units coming on Webford)? Is the market telling you there is already enough units available? If these units are not fully occupied, I fear HUD units coming. Des Plaines needs patrons with HIGHER disposable income, not LOWER! Existing home sales are stagnant while new home construction is doing well. Why aren't we building townhouses? The Lee/Center downtown townhouses appear sold-out while Welkin 1/2 empty! How secure is bank line?

#### What comments or questions do you have on Neighborhood Impact from this project?

The green argument to charge for parking is just a disguise. It's just another way to upcharge the renter. If you live in the burbs, 95% of people have at least one car. Milenials are an increasing part of the first time home buying market which would support new townhome rationale. In terms of parking enforcement- Forget it. I've called into the DP police to enforce a Stop sign at my intersection. Dozens of cars run through it every day as no one cares. Welkin many cars park on Elin all day.

#### How often have you been near or by this property (within approx. three blocks) in the past six months?

Daily

#### General Comments/Questions

DP seems to be hitting the first and only real bid for the development. New home sales are is the only thing moving right now (existing homeowners with low mortgage rates are reluctant to move). Rental units feel saturated and am worried about units going HUD to fill them in the years ahead.

#### Email (optional)

██████████

### Read-Only Content

Thank you,  
Des Plaines, IL

# LONG TRAINS

(MEETING ON JUNE 6. 2023)

AFTER THE MEETING, WHEN WE WERE TOLD, THAT ONLY SHORT TRAINS ARE MOVING ON THE TRACK BEHIND MY HOUSE

JUNE 14 - 2023 VIDEO OF LONG TRAIN, THAT DAY **3** LONG TRAINS PASSED MY HOUSE (128, 145, ? CARS)

- JUNE 19 - 23 - AT NIGHT 1 AM (? CARS)
- JUNE 20 - 23 - 1 PM (148 CARS), AND 10:20 PM (142 CARS)
- JUNE 21 - 2023 - 11:20 PM (147 CARS)
- JUNE 22 - 2023 - 5:30 AM (145 CARS) & 11:45 PM (145 CARS)
- JUNE 23 - 2023 - 3:40 PM (145 CARS) & 10:30 PM (147 CARS)
- JUNE 24 - 2023 - 1:08 AM (?) V & 10:05 AM (129) V
- S. JUNE 25 - 2:30 AM (LONG ?) & 1:30 PM (?), 8:30 PM (?) V
- JUNE 26 - 2:40 PM (?) V, 8:22 PM (?) V, 2:40 AM (?)

- JUNE 29 - 1:48 PM (41+?) V
- JUNE 30 - 7:45 PM (140)
- SAT. JULY 1 - 7:45 AM (105)
- SUN JULY 2 - 11:45 PM (147)
- JULY 5 - 7:30 PM (104)
- FRI JULY 7 - 4:20 AM (100+?)
- THU JULY 20 - 7:50 PM (104) V
- FRI JULY 21 - 9:15 AM (104) V
- SAT JULY 22 - 9:15 AM (100+)
- MON JULY 24 - 12:15 AM (100+), 8:50 PM (100+)
- SUN JULY 30 - 11:30 AM (147) V
- MON JULY 31 - 5:55 AM (100+), 9 AM, 11 AM
- SAT AUG 5 - 7:20 (100+) AM
- WED AUG 9 - 8:15 PM (100+) V
- SAT AUG 12 - 8:16 AM (120) V
- TUE AUG 22 - 10:45 AM (65+)?
- TURS. AUG 31 - 12:50 PM (133)
- WED SEPT 6 - 9:10 PM (143)
- SAT SEPT 9 - 3:50 PM (157)
- SAT SEPT 13 - 12:50 PM (120)

SUN SEPT 24 - 4:15 PM (202)  
 TUE SEPT 26 - 11:15 AM (LONG & HEAVY)

## Samantha Redman

---

**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Wednesday, September 27, 2023 11:02 PM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

### Contour Place Public Input

**Submission #:** 2728994  
**IP Address:** 73.8.105.28  
**Submission Date:** 09/27/2023 11:01  
**Survey Time:** 16 minutes, 22 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Read-Only Content

#### Section Break

#### Which site concept(s) are you commenting on?

Both

#### What comments or questions do you have on the proposed Site or Building Design

While I do think these buildings would look much nicer than the current factory and empty lot, please do not build anymore rentals. We need more home OWNERSHIP in Des Plaines. Condos are better than apartments. Empty rentals brings in low income housing which leads to increased crime and uneasy vibes residents do not want introduced. This will lead to residents choosing to leave Des Plaines, when the goal of the city is to bring people in.

#### What comments or questions do you have on Neighborhood Impact from this project?

Residents of Des Plaines want more than just housing. We need to keep the suburb vibe and not turn into a "city." We need eateries, parks, and entertainment options. Des Plaines does not need to put a condo or apartment building in any space we can squeeze. With that said, if you just choose to put housing here, do condos and NOT apartments. Townhomes are too expensive for many homebuyers in this current market.

#### How often have you been near or by this property (within approx. three blocks) in the past six months?

Monthly

#### General Comments/Questions

Give the name "Des Plaines" a good name for other neighboring suburbs. We have bigger fish to fry...let's make Des Plaines' downtown compete with our neighbors, focus on crime, and work on getting more green space.

#### Email (optional)

#### Read-Only Content

Thank you,  
Des Plaines, IL

---

This is an automated message generated by Granicus. Please do not reply directly to this email.

## Samantha Redman

---

**From:** Des Plaines, IL <media@desplaines.org>  
**Sent:** Tuesday, October 31, 2023 1:16 PM  
**To:** Samantha Redman  
**Subject:** \*NEW SUBMISSION\* Contour Place Public Input

### Contour Place Public Input

**Submission #:** 2796053  
**IP Address:** 75.196.85.68  
**Submission Date:** 10/31/2023 1:15  
**Survey Time:** 10 minutes, 58 seconds

You have a new online form submission.

Note: all answers displaying "\*\*\*\*\*" are marked as sensitive and must be viewed after your login.

### Read-Only Content

#### Section Break

#### Which site concept(s) are you commenting on?

Both

#### What comments or questions do you have on the proposed Site or Building Design

I live just East of the proposed area. I am kitty corner from Central School. This is a heavily populated area which only leads to the West side of Thacker/Lee Street becoming the same way. The cross walk at Laurel and Thacker/Dempster WON'T do A DAMN thing. The neon green sign put up by the school walk way does SHIT for the speaders.

#### What comments or questions do you have on Neighborhood Impact from this project?

The densley populated area, if they converted these to Buy, you MAY get a better clientel of prospective owners or buyers, such as empy nesters. What kind of market research was done in the area to propose renting versus buying? The old Grazianos property are being SOLD, what is the difference. Contour Saw location is much closer to the train and downtown. Please provide market research at next planning meeting!

#### How often have you been near or by this property (within approx. three blocks) in the past six months?

Weekly

#### General Comments/Questions

I grew up in DP, yeah I am sure you have heard that a lot! I bought in March 2022 in this area as I was starting to see changes, but now it seems the properties that have been sitting vacant for over 10 years are in the same condition or worse. Olivettis is a prime EXAMPLE.. The building is crumbling and that EYE sore in the back of the property could easily be a place for vagrants etc. Leonas is another empty spot. ARE THE LEASE prices to high for businesses to move in? DP couldn't even keep Panera . If DP could be even half of what MP is, the revenue that would be generated would skyrocket. Does DP think they are getting enough revenue from the Casino?? I am dumfounded by what I have seen over the last 40 plus years in town!

#### Email (optional)

██████████

### Read-Only Content





July 26, 2023

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, Zoning Text Amendments, Case # 23-040-MAP

**RE:** Consideration of Zoning Map Amendment from C-3 to R-4 at Approximately 919-921 Graceland Avenue

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on July 25, 2023 to consider the request:

1. The petitioner's representative explained their request to change the zoning of the property from C-3 to R-4. The representative explained the rationale for the amendment, that the property is located within an area suited for a multifamily development and the proposed project would compliment the existing character of the neighborhood. The representative's architect then delivered a presentation on the specific elements of the project, stating there will be 56 dwelling units and 65 parking spaces, including 3 accessible spaces and 3 EV spaces. Amenities for the residents will be located on the first floor and landscaping will meet or exceed code requirements. A private park will be located on the east side of the development and a seven-foot-wide sidewalk will be added along Oakwood Avenue where one does not exist. The representative's traffic engineer delivered a presentation on the traffic study included with the packet and stated the conclusions of the study, that the traffic will not be significantly impacted by the proposed project and will be reduced due to the proximity to the Metra train station. The petitioner's representative concluded the presentation describing how the proposed map amendment meets the goals of the Comprehensive Plan.
2. The board asked about whether EV charging spaces would be increased in the future; the petitioner's representative said more could be added if there is increased demand. The board asked about a discrepancy between the access points on some of the proposed plans; the petitioner's representative stated the original plans included an access point along the alley, but would have required the alley to be reconstructed. However, the development team was able to accommodate access from the one point along Oakwood, without requiring the alley access. The Board asked if the decision tonight was for a zoning change, but does not represent an endorsement of the project. The petitioner's representative said this is correct, this request is only a zoning change.
3. Staff provided the staff report, discussing the history behind the property, existing conditions and the request. Staff discussed the differences between condominiums and apartments and explained that the City is not able to require a development to be condominiums. Staff described how the request meets the goals of the Comprehensive Plan and described the Site Plan Review completed by staff when evaluating this request.
4. Public comment included questions about whether the City attempted to attract businesses to this property that would allow it to be used for its existing zoning and comprehensive plan designation; Staff stated that while they can facilitate interactions with businesses and property owners, it is private property and staff do not have the same resources as a real estate agent or broker, but the City does maintain an available properties map. A member of the public asked about the distance of the building

from the train and stated they would like an independent traffic study for the area. Staff stated the tracks are at least 20-22 feet from the property line and there is an additional setback of the building from the property line. A member of the public stated they have lived across from the property for sixteen years and they are happy to see a change from the manufacturing use to a residential use. A member of the public stated they are concerned with the business model in Des Plaines with developers not being the end owners and concerns about the developers not caring about the community long term.

5. The Planning and Zoning Board *recommended* (6-0) that the City Council *approve* of the proposed Zoning Map Amendment from C-3 to R-4.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "James Szabo".

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



**DES PLAINES PLANNING AND ZONING BOARD MEETING**  
**July 25, 2023**  
**MINUTES**

**Pending Applications:**

1. **Address:** Approximately 919-921 Graceland Avenue (parking lot for 1217 Thacker Street) **Case Number:** 23-40-MAP

The petitioner has requested a zoning map amendment to rezone the subject property from C-3 General Commercial to R-4 Central Core Residential, and any other variations, waivers, and zoning relief as may be necessary.

**PIN:** 09-20-203-006-0000

**Petitioner:** Luz and Associates #1, LLC, 2030 West Wabansia Ave., Chicago, IL 60611

**Owner/Property**

**Control:** Contour Saws, Inc., 100 Lakeview Parkway, Ste. 100, Vernon Hills, IL 60061

**Ward Number:** #2, Alderman Colt Moylan

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

**Surrounding Zoning:** North: R-4, Central Core Residential  
South: Railroad and C-3, General Commercial  
East: C-3, General Commercial  
West: M-2, General Manufacturing

**Surrounding Land Uses:** North: Multi-family residential building  
South: Railroad and commercial office buildings  
East: Commercial buildings  
West: Former Contour Saws manufacturing building

**Street Classification:** Graceland Avenue is classified as a minor arterial road.

**Comprehensive Plan:** Industrial is the recommended use for this property.

**Property/Zoning History:** The property was formerly the parking lot associated with the Contour Saws manufacturing facility located to the northwest. The Contour Saws building was built in the 1960s and operated in this location until 2020. Historic aerials indicate the site has been developed as a parking lot since the early 1960s, and the use has never changed.<sup>1</sup> Between 1938 and 1960, zoning for the property changed from commercial to light industrial and back to the current commercial zoning. However, no commercial use has ever been associated with this property. The property is currently owned by Contour Saws and is vacant.

**Project Description:** The petitioner is Luz and Associates, which is the contract purchaser of the subject property, along with the main Contour Saws building property on the other side of Graceland. They are proposing a zoning map amendment from C-3, General Commercial to R-4, Central Core Residential. The amendment would allow for a contemplated multifamily residential building at this site, one of two that are proposed for the former Contour Saws facility.

### Zoning Map Amendment Overview

The purpose of a zoning map amendment is to determine whether an existing zoning district is suitable for a location and, if not, which zoning district would be more suitable, given the context of the neighborhood, city goals, and local, state, and national development trends.

Although a specific project can be considered alongside any zoning application, zoning change deliberation often looks at a property at a larger scale within the neighborhood and city. However, a Site Plan Review, as required by Section 12-3-2, was performed for the conceptual project at this site. The Site Plan Review contributes to the overall assessment of a zoning map amendment, demonstrating the feasibility of a specific project with this zoning. Refer to the Site Plan Review section of this report and associated attachments.

### *C-3 Zoning and Suitability of the Site for Proposed R-4 Zoning*

The C-3, General Commercial zoning district is intended to accommodate a diversity of businesses. Out of all of the commercial districts, C-3 permits the largest number of different uses, allowing for 37 uses permitted by right (meaning no zoning entitlement process) and 28 conditional uses. A broad variety of uses are allowed, including retail, office, restaurants, and other commercial services.

However, this site has never been developed with a commercial use, despite having the most permissive commercial zoning for decades. Even with the closure of Contour Saws in 2020, the site remains an unoccupied, surface parking lot. The Comprehensive Plan envisions this

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<sup>1</sup> Historic Aerials, 1961 Aerial, [historicaerials.com](http://historicaerials.com)

area for manufacturing uses; however, the plan was written in 2019 prior to the unanticipated closure of Contour Saws in 2020.

Considering this site has never successfully been developed into a commercial use, the zoning map amendment process allows the City to determine if another type of use would be more suitable. This site is uniquely situated near many amenities and services necessary to support residential development. Few available properties exist in Des Plaines with the transit, recreational, and commercial opportunities available within walking distance, making this site an ideal location for additional residential versus commercial or manufacturing development. Within a half-mile of the property (an approximate 8-15-minute walk for the average person<sup>2</sup>), the following services are available. Refer to Amenities and Services Map attachment for further details.

Service	
Transit	Des Plaines Metra Station platform; Pace Bus Stops for Lines 226, 230, and 250, and PULSE
Downtown Commercial Area	Restaurants, retail/personal services including dentist, optometrist, urgent care, private gym, and salons
Schools (private and public)	Central Elementary School, Willows Academy, Little Bulgarian School, Islamic City Center of Des Plaines Academy
Parks	Centennial Park, Central Park, Paroubeck Park, Potowatomie Park
Public Buildings	Library, City Hall

A change to the zoning would be necessary to allow residential uses on this property. No new residential uses are permitted within the C-3 zoning district in this location. An analysis of the various options for residential zoning districts is necessary to determine what is best suited for this site. Below is a table of residential zoning districts and the residential uses permitted within them.

Residential Districts Use Matrix				
Use	R-1	R-2	R-3	R-4
Single Family Detached	P	C*	C*	C*
Townhouse	Not permitted	Not permitted	P	P
Two-family (duplex)	Not permitted	P	Not permitted	Not permitted
Multi-Family	Not permitted	Not permitted	P	P

<sup>2</sup> Bohannon, R. W. (1997). Comfortable and maximum walking speeds of adults aged 20-79 years: reference values and determinants. *Age and Ageing*, page 17.

\*Note: Only applies to single-family detached dwellings that were lawfully constructed prior to August 17, 2020 and are located in a zoning district other than R-1.

The R-1 and R-2 zoning districts would restrict the density of residential units at the property, limiting the development potential. As the name suggests, the R-1, Single Family Residential district limits the number of dwelling units to one dwelling unit per parcel. The R-2, Two-Family Residential district similarly limits the number of dwellings to two units per parcel. To allow for more than one or two residences on this 1.23-acre property, the property would need to be subdivided. If the property were subdivided to meet the R-1 or R-2 bulk standards, it is unlikely the property could produce more than five residential units. The property is also too small to allow for a Planned Unit Development (PUD), which would allow for smaller lots but requires a minimum parcel size of 2 acres (Section 12-3-5.B.3).

The R-3, Townhouse Residential and R-4, Central Core Residential districts provide the option to increase the number of units on this parcel without requiring subdivision. Comparatively, a townhouse or multi-family development would supply a greater number of units in the same amount of space, creating a more efficient and economical option for this location. The main difference between the R-3 and R-4 districts are the bulk standards. The table below provides a comparison.

<b>R-3 Versus R-4 Bulk Standards</b>		
<b><i>Bulk Controls</i></b>	<b><i>R-3</i></b>	<b><i>R-4</i></b>
Maximum height	45 ft	80 ft
Minimum front yard	25 ft	12 ft
Minimum side yard	Buildings 35 ft. and under: 5 ft. Over 35 ft.: 10 ft.	Buildings 35 ft. and under: 5 ft. Over 35 ft.: 10 ft.
Minimum rear yard	Buildings 35 ft. and under: 25 ft. or 20% of lot depth, whichever is less Buildings over 35 ft.: 30 ft.	Buildings 40 ft. and under: 25 ft. or 20% of lot depth, whichever is less Buildings over 40 ft.: 25 ft., plus 2 ft. for every 10 ft. over 40 ft.
Minimum lot width	45 ft.	45 ft.
Minimum lot area	2800 sq. ft. per dwelling unit	40,700 sq. ft (.93 acres). <sup>1</sup>

1. The minimum lot area for a zoning lot in the “R-4 Central Core Residential District” shall be either 10,000 square feet or shall be determined by the total sum of the required minimum lot area of each dwelling unit on the zoning lot in accordance with the table in Section 12-7-2.J.

R-3 and R-4 zoning districts both allow for multifamily residential development. However, R-3 requires 2,800 square feet of space per dwelling unit, allowing a maximum of 19 units on this 53,731-square-foot (1.23-acre) property. Compared to R-3, the R-4 district allows for a significantly larger number of residential units, requiring smaller lot areas per unit and allowing for a taller building.

### *Demographic Trends and Accommodating an Aging Population*

The existing housing stock throughout the city is predominantly single-family residential and the Comprehensive Plan states it is a goal to maintain this stock of high-quality single family residential property within the city. However, the detached single family housing type is an increasingly unaffordable product for many existing and future residents. In comparison, townhouses and multi-family provide additional housing stock at a more financially attainable scale due to the smaller size and reduced maintenance cost.

An important goal of 2019 Comprehensive Plan is providing avenues to allow residents to age-in-place and improve accessibility. As of 2015, the percentage of Des Plaines residents 50 or older was 40.2%, compared to the regional average of 31.4%.<sup>3</sup> According to the U.S. Census Bureau, this percentage is likely to grow, with one in five Americans at retirement age by 2030.<sup>4</sup> Households approaching retirement are frequently interested in downsizing to limit maintenance costs and reduce monthly housing costs to meet limitations of fixed incomes. Supplying a diverse housing stock in this area provides the option for seniors to continue living within the city. A residential development in this location would be close enough to facilities and services for an aging population to independently complete activities of daily living, with many amenities available within walking or transit distance.

In terms of accessibility, it is relevant to note that multifamily housing developments, either private or public, with four or more units are required to meet accessibility requirements outlined in the Fair Housing Act.<sup>5</sup> This includes provisions requiring certain units to have accessible access, routes, and usable private and common spaces for individuals with disabilities. Note buildings separated by a firewall, such as townhouses, are not subject to these accessibility requirements.<sup>6</sup> Additionally, the International Building Code (IBC)

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<sup>3</sup> Des Plaines 2019 Comprehensive Plan, Page 32

<https://www.desplaines.org/home/showpublisheddocument/162/637612522934400000>

<sup>4</sup> U.S. Census Bureau (2018) *Older People Projected to Outnumber Children for First Time in U.S. History*,

<https://www.census.gov/newsroom/press-releases/2018/cb18-41-population-projections.html>

<sup>5</sup> U.S. Department of Housing and Urban Development, *Accessibility Requirements for Buildings*

[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/disabilities/accessibilityR](https://www.hud.gov/program_offices/fair_housing_equal_opp/disabilities/accessibilityR)

<sup>6</sup> U.S. Department of Housing and Urban Development, *Fair Housing Act Design Manual*, Page 10

requires buildings of a certain size to have at least one elevator and it must be able to accommodate an ambulance stretcher (IBC 2015 Section 3002.4). Overall, multi-family residential developments over a certain size versus single-family detached or attached residences provide a greater likelihood of providing the accessibility needs of an aging population and provide additional housing opportunities for individuals with disabilities regardless of age.

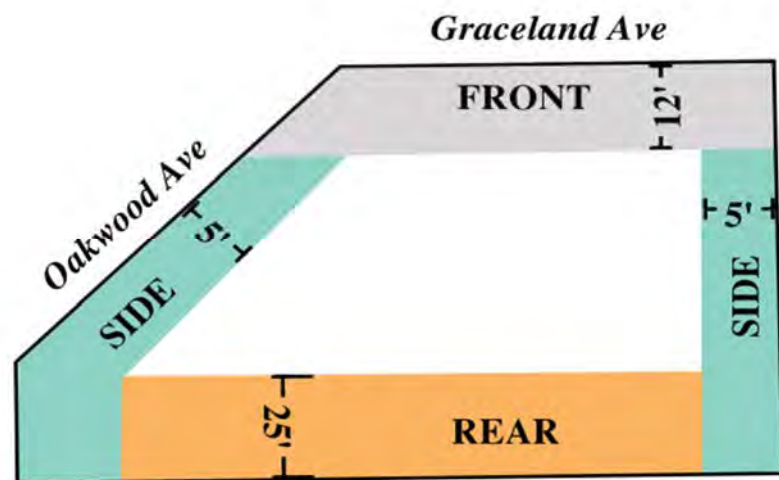
With these considerations regarding the location of the property near other R-4 zoned, multi-family properties, the proximity to numerous private and public services, and the goals of the Comprehensive Plan focused on providing diversity of housing stock and providing accessible options for residents, senior or otherwise, the R-4 zoning district is a suitable fit for this property.

### Site Plan Review

#### *Proposed Project Overview*

The petitioner proposes a four story, 56-unit multi-family residential development and associated parking lot and private park space. Note the proposed development is one of two for the former Contour Saws properties; the site to the north will be reviewed and considered as a separate application.

This type of development is a permitted use in the proposed R-4 Central Core Residential district if it follows all bulk regulations and other standards. The below diagram illustrates staff's interpretation of where the required yards are located for this property, as noted in Section 12-7-2 and defined in Section 12-13-3.



<https://www.huduser.gov/portal//Publications/PDF/FAIRHOUSING/fairfull.pdf>



The table on the following page compares the R-4 district regulations with the proposed development on the subject property.

<b>R-4 -Central Core Residential District Bulk Standards</b>		
<i><b>Bulk Controls</b></i>	<i><b>Required</b></i>	<i><b>Proposed</b></i>
Maximum height	80 ft. <sup>1</sup>	48 ft.
Minimum front yard	12 ft.	15 ft.
Minimum side yard	5 ft.	5 ft.
Minimum rear yard	25 ft.	25 ft. <sup>1</sup>
Minimum lot width	50 ft.	193.86 ft.
Minimum lot area	40,700 sq. ft. <sup>2</sup> (refer to Footnote 2 and associated table below)	53,731.42 sq. ft.

Note:

1. Off-street parking spaces are permitted to be located in any required yard, including the rear yard, per Section 12-9-6.C.
2. The minimum lot area for a zoning lot in the “R-4 Central Core Residential District” shall be either 10,000 square feet or shall be determined by the total sum of the required minimum lot area of each dwelling unit on the zoning lot in accordance with the following table, whichever is greater:

<b>Number Of Bedrooms</b>	<b>Minimum Lot Area (Square Feet)</b>
Efficiency dwelling unit	600
1 bedroom	700 sq. ft. minimum required lot area * 41 units proposed = 28,700 sq. ft. of lot area required
2 bedrooms	800 sq. ft. minimum required lot area * 15 units = 12,000 sq. ft. of lot area required
<b>Total Required Lot Area:</b>	40,700 sq ft

*Site Plan Review Standards*

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, located in the Site Plan attachment.

Note many of the provided plans include an entrance/exit from the alley. However, the developer has chosen to remove this proposed driveway in favor of one entrance entering and exiting. The Site Plan attachment provides the most up to date plan; this plan was used to complete the Site Plan Review below. All other updated plans, including an updated traffic study, will be provided with any future Planning and Zoning Board and City Council packets and will be uploaded onto the [desplaines.org/contourplace](http://desplaines.org/contourplace) when available.

<b>Site Plan Review</b>	
<i>Item</i>	<i>Analysis (based on Proposal)</i>
The arrangement of structures on the site	<ul style="list-style-type: none"> <li>• Places the building along the street frontage rather than the parking lot. By placing a building along a street rather than the parking lot, the design presents better cohesion with the buildings surrounding it by placing the building at approximately the same distance from the property line as adjacent multi-family buildings.</li> <li>• A more efficient design would involve the placement of parking in a parking garage underneath the building, rather than surface parking. However, it is unknown the expense and the impact on economic viability for this project if this site design change were required. Taking into consideration the current use (vacant surface parking lot), the proposed development provides a substantially more efficient use of the property.</li> </ul>
The arrangement of open space and landscape improvements	<ul style="list-style-type: none"> <li>• Landscaping is provided around the building in excess of requirements along the front yard and perimeter parking lot landscaping meets zoning requirements. In addition, a private park space is proposed, as noted on the plans. Refer to Landscape Plan attachment.</li> <li>• Staff advises the movement of the shade tree shown on the landscape plan from the corner between Oakwood Avenue and the alley to improve visibility for vehicles and pedestrians entering and exiting the driveway. The tree will need to be located elsewhere on the property and staff will confirm the landscape plan includes the required amount of parking lot landscaping at time of building permit.</li> </ul>

<p>The adequacy of the proposed circulation system on the site</p>	<ul style="list-style-type: none"> <li>• Curb cut closed onto Graceland, pushing traffic to Oakwood Ave. and the alley. The traffic study provided with this application demonstrates that proposed traffic will not have a significant impact on the area roadways. It is important to note the existing parking lot includes over one hundred parking spaces and the Contour Saws facility likely generated a greater amount of traffic for employees and deliveries than proposed with this residential development. <i>The Board may seek to ask the petitioner if they anticipate any significant changes to traffic with the updated site plan (eliminating the entrance/exit of the parking lot into the alley) not reflected in the traffic impact study.</i></li> <li>• The closure of a curb cut along Graceland Ave and replacing with a parkway and walkway improves safety and comfort of pedestrians along this side of Graceland. The proximity of the building to the street also provides better surveillance within the neighborhood, with windows facing the residential neighborhood and providing additional “eyes on the street.”</li> <li>• A loading/unloading zone within the development eliminates traffic on the adjacent streets and alley for deliveries, dumpster pickup, and ride sharing for proposed future residents and visitors.</li> <li>• Parking meets the off-street parking requirements of Section 12-9-7, providing sixty-five spaces which is the minimum required amount. It is anticipated, as discussed in the petitioner’s response to standards and the provided traffic study, that the proximity of the site to numerous transit options and a bike route along Thacker St, will reduce dependence on automobiles for this project.</li> </ul>
<p>The location, design, and screening of proposed off-street parking areas</p>	<ul style="list-style-type: none"> <li>• Perimeter landscaping, including required shrubs and shade trees, are provided around the proposed parking lot. A private park blocks some view of the parking lot from Oakwood Ave.</li> <li>• Site is situated in such a way that the parking lot has minimum visibility from Graceland Avenue and Oakwood Avenue and minimal conflict with pedestrians along public walkways.</li> </ul>
<p>The adequacy of the proposed landscaping design on the site</p>	<ul style="list-style-type: none"> <li>• All required landscaping in terms of perimeter and interior parking lot landscaping and landscaping of required yards is fulfilled.</li> </ul>

	<ul style="list-style-type: none"> <li>• Private park space provided in the southwestern area of the property with accessible walking path to the building and from Oakwood Ave.</li> </ul>
<p>The design, location, and installation of proposed site illumination</p>	<ul style="list-style-type: none"> <li>• Photometric plan demonstrates conformance with Section 12-12-10, with no more than 0.2-foot candles spilling over the property line in any location, well within the limits of the zoning ordinance.</li> <li>• The parking lot is properly illuminated, with at least 0.1 footcandles in any parking area, meeting requirements of Section 12-9-6.G.</li> </ul>
<p>The correlation of the proposed site plan with adopted land use policies, goals, and objectives of the comp. plan</p>	<ul style="list-style-type: none"> <li>• Does not fit the manufacturing use illustrated by the Comprehensive Plan; however, the 2019 plan was written on the assumption that the Contour Saw facility will continue operating.</li> <li>• The proposed plan supports the following goals (refer to “Demographic Trends and Accommodating an Aging Population” and “C-3 Zoning and Suitability of the Site for Proposed R-4 Zoning” sections of this report for further details):             <ul style="list-style-type: none"> <li>○ Goal 4.1. Ensure the City has several housing options to fit diverse needs.</li> <li>○ Goal 4.3 Provide new housing at different price points</li> <li>○ Goal 4.5 – Plan for and identify policies and tools that ensure accessibility</li> </ul> </li> <li>• In addition to housing goals, the proposed development meets economic goals of the city by providing additional property tax revenue compared to the existing use of the site. Refer to the Tax Projections attachment.</li> </ul>

*Summary of Public Outreach*

In an effort to improve community engagement and transparency surrounding new, large developments within Des Plaines, the City provided numerous opportunities for residents to review the proposal and provide input. To provide regular project updates, a webpage on the city website was created: [desplaines.org/contourplace](https://desplaines.org/contourplace). On June 6, 2023, the Planning and Zoning Board hosted a public workshop to provide the developer, board, and the public an opportunity to review plans and provide input into the proposed development at this location and the former Contour Saws facility to the north of this property. After this meeting, the project webpage was updated to include a public input form to continue

gathering community comments on the plans. Refer to Public Comment attachment for all public comments.

**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;**

The Comprehensive Plan was written in 2019 when the Contour Saws facility was still operating. Due to the manufacturing facility’s longstanding operations in Des Plaines, the Comprehensive Plan did not envision this area to be used for anything else. However, the proposed amendment and development would meet several goals from the Housing chapter of the Comprehensive Plan, including: Goal 4.1. Ensure the City has several housing options to fit diverse needs; Goal 4.3 Provide new housing at different price points; and Goal 4.5 Plan for and identify policies and tools that ensure accessibility. Refer to “Demographic Trends and Accommodating an Aging Population” and “C-3 Zoning and Suitability of the Site for Proposed R-4 Zoning” sections of this report for further details. In addition to housing goals, the proposed development meets economic goals of the city by providing additional property tax revenue compared to the existing use of the site. Refer to the Tax Projections attachment.

PZB Modifications (if any): \_\_\_\_\_

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

The subject property is adjacent to R-4 zoning to the north and is close to several similar multifamily developments. The area is in close proximity to numerous services within walking, biking or transit distance, Refer to Amenities and Services Map attachment. Any proposed development would need to meet all building material and design requirements outlined in Section 12-3-11 – Building Design Review, including requirements for face brick which will be similar in design to the adjacent multi-family residential buildings in this neighborhood.

PZB Modifications (if any): \_\_\_\_\_

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

An engineering and utility plan was prepared with this application. Based on the provided site plan, City engineering staff did not indicate any concerns with the adequacy of public facilities or services being available to meet the needs of this proposed development.

A traffic impact study was provided with this application to assess impacts of the proposed development (Refer to Traffic Study attachment). The study indicated the traffic generated by this use would not create a significant impact on the surrounding street network. *The Board may seek to ask the petitioner if they anticipate any significant changes to traffic with the updated site plan (eliminating the entrance/exit of the parking lot into the alley) not reflected in the traffic impact study.*

It is important to note the previous use of this property was an employee parking lot with over one hundred parking spaces, while the proposed residential development provides 65 parking spaces as well as a loading and unloading zone. At minimum, this development brings less potential for vehicles to be travelling in and out of the site at peak hours versus one hundred employees of a manufacturing facility. Parking meets the off-street parking requirements of Section 12-9-7, providing 65 spaces which is in excess of the minimum required amount.

PZB Modifications (if any): \_\_\_\_\_

**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 on a property that has been zoned commercial for decades and, throughout its history, existed as a surface parking lot for employees of a now closed manufacturing facility. A building that provides additional residential options for the area and required to follow the Building Design Standards outlined in the Zoning Ordinance creates a more appealing urban design for the neighborhood versus an unoccupied surface parking lot.

PZB Modifications (if any): \_\_\_\_\_

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

The current use of this property is a surface parking lot for a manufacturing use that is unlikely to be filled with another similar manufacturing business. Despite the commercial zoning, the property has remained unimproved for several years, and remains vacant and in disrepair. Providing a residential use for the property, particularly a use that capitalizes on the close proximity to downtown Des Plaines and the various amenities associated with the area, would present a more efficient and useful way to use this property. As discussed in the Demographic Trends and Accommodating an Aging Population section, the City needs to promote opportunities that increase housing stock for a diversity of populations in the area, both in the short term and long term. Amending the zoning district for this property, regardless of the

proposed project, provides an additional opportunity to construct a multifamily development in an area with similar residences and with the necessary services to support this type of use.

PZB Modifications (if any): \_\_\_\_\_

**PZB Procedure and Recommended Conditions:** Under 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 subject to conditions, or deny the above-mentioned zoning map amendment. City Council has final authority on the proposal.

Consideration of the request should be based on a review of the information presented by the applicant and the findings made above, as specified in Section 12-3-7.E (Standards for Amendments) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions.

**Attachments:**

- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: Project Narrative and Responses to Standards
- Attachment 4: Amenities and Services Map
- Attachment 5: Plat of Survey
- Attachment 6: Site Plan
- Attachment 7: Architectural Plans and Site Plan
- Attachment 8: Landscape Plans
- Attachment 9: Engineering Plans
- Attachment 10: Photometric Plan
- Attachment 11: Traffic Impact Study
- Attachment 12: Property Tax Projections
- Attachment 13: Public Comments

Chair Szabo swore in Rolando Acosta, Attorney, Keith Lee, Architect and Javier Millan Traffic Consultant, representative for the petition.

Rolando Acosta described the scope of the project. He explained Site B – Contour Place, located approximately at 919 & 921 Graceland Ave. He stated that they are looking for a Zoning Map Amendment to change zoning from C-3 to R-4. He explained the Graceland and Oakwood site map. Mr. Acosta displayed a map showing services within a ½ mile of the subject site. He stated that multifamily developments add to the population of Des Plaines. He displayed a zoning map including the zones in the site area. He displayed an aerial of the project side including the existing heights of the neighboring properties. Mr. Acosta displayed the ground level plan which includes 56 residential dwelling units in a four-story building and 65 parking spaces.

Keith Lee through a power point presentation, displayed a view of the project on Graceland and Oakwood. He stated there will be 56 units with amenities on the first floor. He showed the proposed Building Elevations from all views. He explained the locations for the two entrances. He displayed the types of material would be used. He stated that the building design would be comparable to others in the area. He stated the building would have an elegant look with the long balconies. Mr. Lee described the Landscape Plan which includes a park. He stated that they will be adding a 7-foot-wide sidewalk on Oakwood. He stated there would be a 15-minute walk to downtown and the Metra station. He stated there will be a surface parking lot with 65 spaces including 3 accessible spaces and 2 EV spaces.

Javier Millan explained the traffic study. Full movement to the site will be provided by an access drive on Oakwood Avenue. KLOA did two traffic studies on a weekday morning and two in the evening. The conclusions from the study are:

- Generated traffic volume will be reduced due to proximity to Metra Train Station
- Capacity analysis indicates that proposed development traffic will not have a significant impact on area roadways.
- Full access drive from Oakwood Avenue is well located and provides suitable access for inbound and outbound traffic, with outbound traffic under stop sign control.
- The proposed parking supply of 65 spaces will meet the Des Plaines and ITE requirements.

Mr. Acosta concluded the presentation by stating that they are looking for a Map Amendment to go from C-3 to R-4. He stated that the petitioner's goals are similar to the Des Plaines Comprehensive Plan in providing alternative modes of housing in the area. He stated that they will be improving property values because this is an improved condition from the current vacant parking lot. He believes that the project is meeting responsible development and growth standards by providing housing near transportation.

Member Hofherr asked if they are able to add additional EV charging if there is demand for it.

Mr. Acosta stated that they can add more charging stations if there is a demand.

Member Weaver asked about the difference in the drawings with the two access points on some plans, versus one access point on others. He also asked about the decision to face the entrance of the building towards the parking lot. He wanted to know if the visitors had to walk into the parking lot to enter.

Mr. Acosta stated that when the process was started, they had two access points. One of the access points was to the alley and the other was to Oakwood. However, City staff stated it would be required to reconstruct the alley if the development uses it as an access point and that was too high of a cost burden. They realized they could use accommodate need for access from one point using Oakwood. He also stated that they have two entrances one off of Oakwood and one off of the parking lot. Residents and visitors could use either entrance.



Member Weaver asked if the decision for tonight's board is for the zoning change and not an endorsing of the plan as it currently stands.

Mr. Acosta stated that is correct.

Samantha Redman, Planner, gave the staff report. She gave a PowerPoint presentation explaining the petitioner's request. She explained the Location Map and Description. The subject property is zoned C-3, General Commercial and has been commercial for decades, but the Comprehensive Plan illustrates it as "manufacturing" because it was associated with a manufacturing use. One parcel included this surface parking lot, previously used for employees of Contour Saws. Ms. Redman presented the Site Photos giving a current view of the project. She explained the background of the former Contour Saws site. She discussed the PZB Special Workshop on June 6, 2023, where the project concepts were given, comments were received and a webpage was provided for additional information and comment.

Ms. Redman explained the request for the zoning map amendment to go from C-3 to R-4. She explained a chart for the uses for the R-4 Central Core Residential District. She presented a chart with information on Condominiums versus Apartments. She explained the Residential Purpose and Goals including general purpose statement for residential zoning districts and Housing Chapter of the 2019 Comprehensive Plan. She presented the Site Plan Review which explains the connection between the proposed site plan with adopted land use policies, goals and objectives of the comprehensive plan which includes the Housing Objectives and the Economic Objectives of the Comprehensive Plan, including supporting increasing tax revenue. Ms. Redman explained the Existing Conditions, Surrounding Area and Site Plan slides. Ms. Redman stated the PZB considerations which includes one action to recommend approval, approval with conditions, continuance, or denial of zoning map amendment from C-3 to R-4, noting that Zoning Map Amendments do not have conditions of approval.

Chair Szabo asked if any audience members have any questions or concerns about the petition.

Chair Szabo swore in Marian Cosmides, neighbor to the property. She asked if any other projects were considered for this site. She wanted to know if any external resources were used to attract businesses to the site. She asked about following the Comprehensive Plan to attract a business or manufacturer to the site. She stated that she feels that Des Plaines is becoming a bedroom community. She would like an independent traffic study. She asked about the occupancy at the Welkin. She also asked how close the property would be to the train tracks.

Ms. Redman responded to the questions. She stated that no other petitioner has submitted an application for this property. She stated that the City maintains an available properties map. Ms. Redman reminded the board that this is a private property. Ms. Redman stated that the current plans state the property would have at least a 25-foot setback and Oakwood Avenue is 20 to 22 foot wide.

Chair Szabo swore in Myrna Simes, neighbor to the property. She stated that she has lived across from the property for 16 years. She was not happy with the manufacturing, smoke emissions and smokestacks that went along with the prior owner. She stated that she is happy about the proposed

development. She stated she would rather see apartments or condos than more factories. She stated she would rather look at a residential property than a factory.

Chair Szabo swore in Tom Loveland, neighbor to the property. He stated he was happy to hear about the townhouses for the other property site. He stated he feels like we have a recurring business model which includes Developer, Builder Financier and an end owner. He stated that the end owner is not in for the long run and does not care about the area or the community. He would like to see ownership that is more long term.

**A motion was made by Board Member Weaver, seconded by Board Member Saletnik to recommend approval of the proposed Zoning Map Amendment to go from C-3 to R-4 at the approximate address of 919-921 Graceland. He noted that this is a zoning change and not a design approval.**

**AYES: Weaver, Saletnik, Veremis, Fowler, Hofherr, Szabo**  
**NAYES: None**  
**ABSTAIN: None**

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

### **New Business**

1. Update from Luz & Associates on Plan and Application for 900 Graceland/1217 Thacker (“Site A”) of the Contour Place Redevelopment
  - a. Petitioner provided a conceptual site plan, different from the public workshop, for discussion only. No votes or actions to be taken on this site.
  - b. Once an application is submitted, public hearing will be scheduled and noticed at a later date

Rolando Acosta gave a presentation to describe the scope of the project. He explained that the new concept for Site A would be 45, three-story townhouses with green space and a club house. There would be an one access point from Graceland and one access point from Thacker. There will be 2 parking spaces per townhouse and 16 guest spaces. He displayed the Site Plan. He displayed the Building Rendering and explained that the design, elevation, and materials would be similar color palette and design to the other multifamily building.

Chair Szabo asked if they will be looking for a zoning change from R-3 to R-4 and how many units they plan to build.

Samantha Redman stated that townhomes are allowed in both R-3 and R-4. She stated that the proposed plan has 45 units.

Member Fowler asked if these would be rental and if there will be elevators.

Mr. Acosta stated that they changed their plans from 122 apartment to 45 townhouses for rent. He stated that the townhouses would be 2 and 3 bedrooms, so likely no elevators. He expects to charge \$3,800 per month rent. He said they will have to make some of the units adaptable for accessibility purposes.

Member Weaver asked about the garages and the asphalt. He asked if city code requires two spaces per unit. Samantha Redman stated that city code requires two parking spaces per dwelling and one guest space per four units.

Marion Cosmides asked the rationale for rentals versus purchase. She is concerned about the excessive demand on city resources by transient residents. She asked if the rentals will be converted into ownership.

Mr. Acosta stated that the rationale is for diversity of product, lessening the burden of ownership, and ease of financing. He stated that in the future, if there is demand, the rental could be converted into individual purchase units.

Chair Szabo asked when they think they will bring the petition to the Planning and Zoning Board.

Mr. Acosta plans to bring it to the board in September.

**CITY OF DES PLAINES**

**ORDINANCE Z - 34 - 23**

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR 1217 THACKER STREET/919-921 GRACELAND AVENUE, DES PLAINES, ILLINOIS. (CASE #23-040-MAP).**

**WHEREAS**, Luz and Associates #1, LLC ("**Developer**") is the contractor purchaser of the property commonly known as 1217 Thacker Street/919-921 Graceland Avenue, Des Plaines, Illinois ("**Subject Property**") which is located at the northeast corner of the intersection of Graceland Avenue and Oakwood Avenue; and

**WHEREAS**, the Subject Property is currently improved with a surface parking lot; and

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

**WHEREAS**, pursuant to Section 12-3-7 of the Zoning Ordinance, the Developer filed an application with the City for the approval of a map amendment to the "Zoning Map of the City of Des Plaines" ("**Zoning Map**") to rezone the Subject Property from the C-3 District to the R-4 Central Core Residential ("**R-4 District**") to allow the Developer to construct a multifamily development with 41 units ("**Map Amendment**"); and

**WHEREAS**, within 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 Developer's applications, a public hearing was held by the PZB on July 25, 2023, pursuant to publication in the *Des Plaines Journal* on July 5, 2023; and

**WHEREAS**, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Property; and

**WHEREAS**, during the public hearing the PZB heard testimony and received evidence with respect to how the Developer intended to satisfy and comply with the provisions of the Zoning Ordinance; and

**WHEREAS**, pursuant to Section 12-3-7 of the Zoning Ordinance, the PZB filed a written report with the City Council on September 26, 2023, summarizing the testimony and evidence received by the PZB and stating its recommendation, by a vote of 6-0, to approve the Map Amendment, subject to certain terms and conditions; and

**WHEREAS**, the Developer made representations to the PZB with respect to Proposed Map Amendment, which representations are hereby found by the City Council to be material and upon which the City Council relies in approving the Map Amendment; and

**WHEREAS**, the City Council has considered the written report of the PZB, the applicable standards for map amendments set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated July 21, 2023 and has determined that it is in the best interest of the City and the public to approve the Map Amendment 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.** The Subject Property is legally described as:

LOTS 8 AND 9 (EXCEPT THAT PART OF SAID LOTS 8 AND 9 CONVEYED TO RAILROAD BY DOCUMENT NO. 668085) AND LOT 10 AND THE SOUTHWESTERLY 30 FEET OF LOT 11 IN BLOCK 5 IN PARSON AND LEE'S ADDITION TO DES PLAINES IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PIN: 09-20-203-006-0000

and is commonly known as 1217 Thacker Street/919-921 Graceland Avenue, Des Plaines, Illinois.

**SECTION 3. APPROVAL OF MAP AMENDMENT.** 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 Map Amendment to rezone the Subject Property from the C-3 District to the R-4 District is hereby approved.

**SECTION 4. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

**SECTION 5. EFFECTIVE DATE.**

A. This Ordinance shall be in full force and effect only after the occurrence of the following events:

1. its passage and approval by the City Council in the manner provided by law;
2. its publication in pamphlet form in the manner provided by law;

**SECTION 6: 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.

[SIGNATURE PAGE FOLLOWS]

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

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

**VOTE:** AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**