



## CITY COUNCIL AGENDA

Monday, April 1, 2024

Closed Session – 6:30 p.m.

Regular Session – 7:00 p.m.

Room 102

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### **CALL TO ORDER**

### **CLOSED SESSION**

PROBABLE OR IMMINENT LITIGATION

PERSONNEL

SALE OF PROPERTY

PURCHASE OR LEASE OF PROPERTY

ONGOING OR PENDING LITIGATION

COLLECTIVE BARGAINING

### **REGULAR SESSION**

ROLL CALL

PRAAYER

PLEDGE OF ALLEGIANCE

### **SWEARING-IN CEREMONY**

DOROTHY WISNIEWSKI – CITY MANAGER

### **PROCLAMATION**

EARTH MONTH

### **PUBLIC COMMENT**

(matters not on the agenda)

### **ALDERMEN ANNOUNCEMENTS/COMMENTS**

### **MAYORAL ANNOUNCEMENTS/COMMENTS**

### **CITY CLERK ANNOUNCEMENTS/COMMENTS**

### **MANAGER'S REPORT**

### **CITY ATTORNEY/GENERAL COUNSEL REPORT**

**CONSENT AGENDA**

1. **RESOLUTION R-76-24:** Waiving Competitive Bidding and Approving the Purchase of Computer Hardware from Dell, Round Rock, Texas in a Not-to-Exceed Amount of \$175,500. Budgeted Funds – IT Replacement.
2. **RESOLUTION R-77-24:** Approving Task Order No. 3 with Ayres Associates, Inc. in the Amount of \$31,462 for 2024 Aerial Photography Services
3. **RESOLUTION R-78-24:** Approving an Intergovernmental Agreement with the Mt. Prospect Park District for Use of Their Grounds on September 17, 2024 for a City-Hosted Event
4. **RESOLUTION R-79-24:** Approving an Agreement with Schimka Auto Wreckers, Inc. for Police Towing Services for a Term of One-Year, with Automatic Renewal for Three One-Year Terms
5. **RESOLUTION R-80-24:** Approving an Agreement with Tri-R Service for Police Towing Services for a Term of One-Year, with Automatic Renewal for Three One-Year Terms
6. **SECOND READING – ORDINANCE M-5-24:** Amending the City Code Regarding Water System Regulations
7. Minutes/Regular Meeting – March 18, 2024

**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, 12/4/23 City Council Meetings*)

**NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Dick Sayad, Chair
  - a. Warrant Register in the Amount of \$2,872,090.46 – **RESOLUTION R-81-24**
2. **COMMUNITY DEVELOPMENT** – Alderman Colt Moylan, Chair
  - a. Consideration of a Final Planned Unit Development (PUD) and Final Plat of Subdivision for a Townhouse Development at 180 N. East River Road – **FIRST READING – ORDINANCE Z-5-24**
  - b. Consideration of a Zoning Map Amendment from R-1 to R-3 at 1958 Illinois Street and Major Variations for Minimum Lot Area and Off-Street Parking – **FIRST READING – ORDINANCE Z-6-24**

**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.**



CITY MANAGER'S OFFICE

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

MEMORANDUM

**Date:** March 22, 2024  
**To:** Mayor Goczkowski and Aldermen of the City Council  
**From:** Michael G. Bartholomew, City Manager *MB*  
**Subject:** Swearing-In Ceremony

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Dorothy Wisniewski will be sworn-in this evening as the new City Manager for the City of Des Plaines.



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: March 20, 2024  
To: Aldermen  
From: Andrew Goczkowski, Mayor *AG..*  
Cc: Dorothy Wisniewski, City Manager  
Subject: Proclamation

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At the beginning of the April 1, 2024 City Council Meeting, we will be issuing a Proclamation recognizing Earth Month.



**OFFICE OF THE MAYOR**

**CITY OF**

**DES PLAINES, ILLINOIS**

**WHEREAS,** *in April, Earth Month is celebrated annually across the globe to raise awareness of the most critical environmental issues and is a reminder of the constant need for environmental stewardship, advocacy, and sustainability efforts; and*

**WHEREAS,** *all citizens should seek to support a healthy environment as protecting our species is crucial to the survival of this planet and its inhabitants; and*

**WHEREAS,** *the City of Des Plaines takes part in the Greenest Region Compact, an alliance of local governments aiming to build a more sustainable region to improve the standard of living; and*

**WHEREAS,** *the City of Des Plaines has also taken steps to advance our City's urban canopy through the Tree City USA program; and*

**WHEREAS,** *in this dedicated month, we call upon the residents of Des Plaines to engage in eco-friendly practices and promote sustainability and environmental consciousness.*

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

**EARTH MONTH**

*Dated this 1<sup>st</sup> day of April, 2024*

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*Andrew Goczkowski, Mayor*

**Information Technology Department**

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

**MEMORANDUM**

**Date:** March 6, 2024  
**To:** Michael G. Bartholomew, MCP, LEED-AP, City Manager  
**From:** Jarek Wojtaniec, Director of Information Technology *JW*  
**Subject:** 2024 Computer Equipment Purchase

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**Issue:** The 2024 budget has funds to replace existing computer equipment that is outdated and is not operating properly.

**Analysis:** The City's current computer equipment is an array of desktop computers, laptops, servers, and other ancillary devices. The Information Technology Department (IT) continually researches computer industry changes and coordinates the computer needs of all the City's departments. IT has determined that Dell computer equipment best meets the overall needs of the City. Dell equipment is historically durable and economical. Municipalities can purchase equipment directly from Dell at a lower cost than a local Dell distributor. IT typically replaces equipment on an as needed basis which defers the expenditure throughout the budget year.

**Recommendation:** We recommend, in the best interest of the City, that the City Council waive competitive bidding and approve the 2024 Computer Equipment purchase in the amount of \$175,500.00 from Dell (1 Dell Way, Round Rock, Texas 78664). This expenditure will be paid with budgeted IT Replacement Funds.

**Attachments:**  
Resolution R-76-24

**CITY OF DES PLAINES**

**RESOLUTION R - 76 - 24**

**A RESOLUTION APPROVING THE PURCHASE OF  
COMPUTER HARDWARE FROM DELL.**

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

**WHEREAS**, the City has appropriated funds in the IT Replacement Fund for use by the Information Technology Department during the 2024 fiscal year for the purchase of new Dell computer hardware (collectively, "*Equipment*"); and

**WHEREAS**, the Equipment is available directly from Dell ("*Vendor*") at a lower cost than a Dell distributor; and

**WHEREAS**, the City has purchased Equipment from Vendor and has been satisfied with Vendor's products; and

**WHEREAS**, the City desires to procure the Equipment from the Vendor in the not-to-exceed amount of \$175,500; and

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

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

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

**SECTION 2: WAIVER OF COMPETITIVE BIDDING.** The requirement that competitive bids be solicited for the procurement of the Equipment is hereby waived.

**SECTION 3: APPROVAL OF PURCHASE.** The City Council approves the purchase by the City of the Equipment from the Vendor in a total not-to-exceed amount of \$175,500.

**SECTION 4: AUTHORIZATION OF PURCHASE.** The City Council authorizes and directs the City Manager and the City Clerk to execute and seal documents approved by the General Counsel, and the City Manager to make payments, on behalf of the City, that are necessary to complete the purchase of the Equipment from the Vendor in a total not-to-exceed amount of \$175,500.

**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 \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**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 Waive Bid for Purchase of Dell Computer Hardware



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: March 4, 2024  
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
From: Becka Shipp, P.E., Assistant Director of Public Works and Engineering *BS*  
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*  
Subject: Ayres Associates, Inc. - Task Order No. 3, Color Aerial Photography

**Issue:** Annual digital aerial photography and updating the existing planimetric mapping of the City is needed for 2024. Ayres Associates, Inc. is the consultant selected by the Geographic Information Systems (GIS) Consortium to provide photogrammetric services.

**Analysis:** This work is performed in the spring before trees and vegetation leaf-over to maximize the line of sight to ground and structures. Digital aerial imaging is needed to update the existing planimetric mapping. The project area for update mapping is 960 acres.

Ayres has provided these services for the past several years and their product has kept the GIS mapping system up to date. Each year, the City allocates money in the annual budget for updating the City's aerial photography through the GIS Consortium.

**Recommendation:** We recommend approval of Task Order No. 3 with Ayres Associates Inc., 5201 East Terrace Drive, Suite 200, Madison, WI 53718 in the amount of \$31,462.00 for aerial photography services. Funding is from budgeted funds - General Fund, Geographic Information Systems.

**Attachments:**

Resolution R-77-24  
Exhibit A – Task Order No. 3

**CITY OF DES PLAINES**

**RESOLUTION R - 77 - 24**

**A RESOLUTION APPROVING TASK ORDER NO. 3 WITH  
AYRES ASSOCIATES, INC. FOR AERIAL  
PHOTOGRAPHY AND PLANIMETRIC MAPPING  
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 April 4, 2022, the City Council approved Resolution R-68-22, which authorized the City to enter into a Master Contract with Ayres Associates, Inc. ("**Consultant**") to perform certain engineering services for the City as such services are needed over time; and

**WHEREAS**, the City has appropriated funds in the General Fund for use by the Department of Public Works and Engineering during the 2024 fiscal year for the procurement of aerial photography and planimetric mapping services (collectively, "**Mapping Services**"); and

**WHEREAS**, the City is a member of the Geographic Information Systems Consortium ("**GIS Consortium**"); and

**WHEREAS**, Consultant was selected by the GIS Consortium to perform the Mapping Services for GIS Consortium members and has performed the Mapping Services to the City's satisfaction for the past several years; and

**WHEREAS**, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City's purchasing policy, the City has determined that competitive bidding is not required for the procurement of the Mapping Services because only the Consultant can provide the Mapping Services within the special parameters required by the City and the GIS Consortium and because the Mapping Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

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

**WHEREAS**, Consultant submitted a proposal in the not-to-exceed amount of \$31,462.00 to perform the Services; and

**WHEREAS**, the City desires to enter into Task Order No. 3 under the Master Contract for the performance of the Mapping Services by Consultant in the not-to-exceed amount of \$31,462.00 ("**Task Order No. 3**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into the Master Contract and Task Order No. 3 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: WAIVER OF COMPETITIVE BIDDING.** The requirement that competitive bids be solicited for the procurement of the Services is hereby waived.

**SECTION 3: APPROVAL OF TASK ORDER NO. 3.** The City Council hereby approves Task Order No. 3 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel, in the not-to-exceed amount of \$31,462.00.

**SECTION 4: AUTHORIZATION TO EXECUTE TASK ORDER NO. 3.** 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. 3 only after receipt by the City Clerk of at least one executed copy of final Task Order No. 3 from Consultant; provided, however, that if the City Clerk does not receive one executed copy of final Task Order No. 3 from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal final Task Order No. 3 shall, at the option of the City Council, be null and void.

**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 \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

Approved as to form:

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

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

## TASK ORDER NO. 3

In accordance with Section 1.2 of the Master Contract dated April 4th, 2022 between the City of Des Plaines (the “CITY”) and Ayres Associates Inc , 5201 East Terrace Drive, Suite 200, Madison, WI 53718 (the “CONSULTANT”), the Parties agree to the following Task Number 3 :

### 1. Contracted Services:

1.1.1 The CONSULTANT will perform the services described below as prepared by CONSULTANT submitted to the CITY.

1.2.1 Perform updates to the CITY’s existing planimetric mapping using digital aerial imagery acquired by CONSULTANT in the Spring of 2024 using a calibrated photogrammetric camera.

1.2.1.1 The project area for update mapping will consist of a total of 6 PLSS quarter section equivalents (960 acres). The specific area to be mapped will be defined by the CITY prior to commencement of services, but will be within the Extent of Aerial Imagery Coverage, shown on Exhibit B.

1.2.1.2 Planimetric mapping updates will be performed to GIS Consortium specifications for 1” = 50’ scale mapping, which includes the planimetric features shown on Exhibit A.

1.2.1.3 Horizontal accuracy of revised or newly compiled planimetric map features will be consistent with National Map Accuracy Standards for 1” = 50’ scale maps.

1.2.1.4 Topologically structure the planimetric data and deliver as GIS Consortium standard ESRI geodatabase.

1.2.2 Deliver the following products:

- a) Digital planimetric mapping in ESRI geodatabase format
- b) FGDC compliant metadata

### 2. Project Schedule:

The services called for in Article 1 - Contracted Services will be completed according to the following schedule:

- a) CITY finalizes mapping boundaries: March 31, 2024
- b) Deliver preliminary mapping: September 9, 2024
- c) Deliver final products: October 15, 2024



**3. Project Completion Date:**

All Contracted Services must be completed on or before: December 31, 2024.

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


4.1 City shall pay Consultant for the Contracted Services rendered a Lump Sum  
Total of: \$31,462.00

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED  
(Signature page follows)**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works

  
\_\_\_\_\_  
Signature  
Zachary J. Nienow  
Manager

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

January 31\_\_\_\_\_, 2024  
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

**EXHIBIT A**  
Planimetric Map Features

<u>Feature Class</u>	<u>Subtype</u>	<u>Feature Class</u>	<u>Subtype</u>
Bridge_POLY		Recreation_SubArea_POLY	Frisbee Golf Course
Building_PeakElevation_POINT			Golf Green
Building_POLY			Golf Tee
Curb_LINE	Road Front		Lacrosse Field
	Road Back		Paddle Ball Court
	Parking Back		Public Basketball Court
DataQuality_LINE	Area Under Construction		Public Garden
DataQuality_POLY	Under Construction		Public Playground
Driveway_POLY	Paved		Public Pool
	Unpaved		Public Tennis Court
Hydrology_LINE	Pond		Roller Hockey Rink
	River		Skate Park
	Stream		Soccer Field
	Wetland		Volleyball Court
Hydrology_POLY	Pond	Road_Centerline_LINE	Paved
	River		Unpaved
	Wetland		Bridge
Miscellaneous_LINE		Road_Median_POLY	Paved
Miscellaneous_POLY			Unpaved
		Road_POLY-Subtype	Paved
			Unpaved
Path_POLY	Paved		Bridge
	Unpaved		Paved Shoulder
PavedArea_POLY	Unknown		Railroad Crossing
	Pier Dock		Unpaved Shoulder
	Runway	Sidewalk_POLY-Subtype	Paved
Railroad_LINE	Operating		Unpaved
	Abandoned		Bridge
Recreation_CaptureArea_POLY	Forest Preserve	Tunnel_POLY	
	Golf Course	UnpavedArea_POLY	Quarry
	Public Park		Unknown
Recreation_SubArea_POLY	Baseball Field	Wall_LINE	Bridge
	Golf Driving Range		Retaining
	Football Field		Seawall
			Dividing
			Freestanding

**EXHIBIT B**  
Extent Of Aerial Imagery Coverage





**MEDIA SERVICES**

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.6122  
desplaines.org

**MEMORANDUM**

Date: April 1, 2024  
To: Dorothy Wisniewski, City Manager  
From: Maureen Stern, Media Services Director MS  
Subject: Agreement with Mount Prospect Park District for City Hosted Event

**Issue:** Attached for consideration and approval is an agreement between the City of Des Plaines and Mount Prospect Park District allowing the City to use the Rosemary S. Argus Friendship Park for a food truck event.

**Analysis:** The agreement sets forth each party's duties and responsibilities for the use of Mount Prospect Park District property for the event on Tuesday, September 17, 2024.

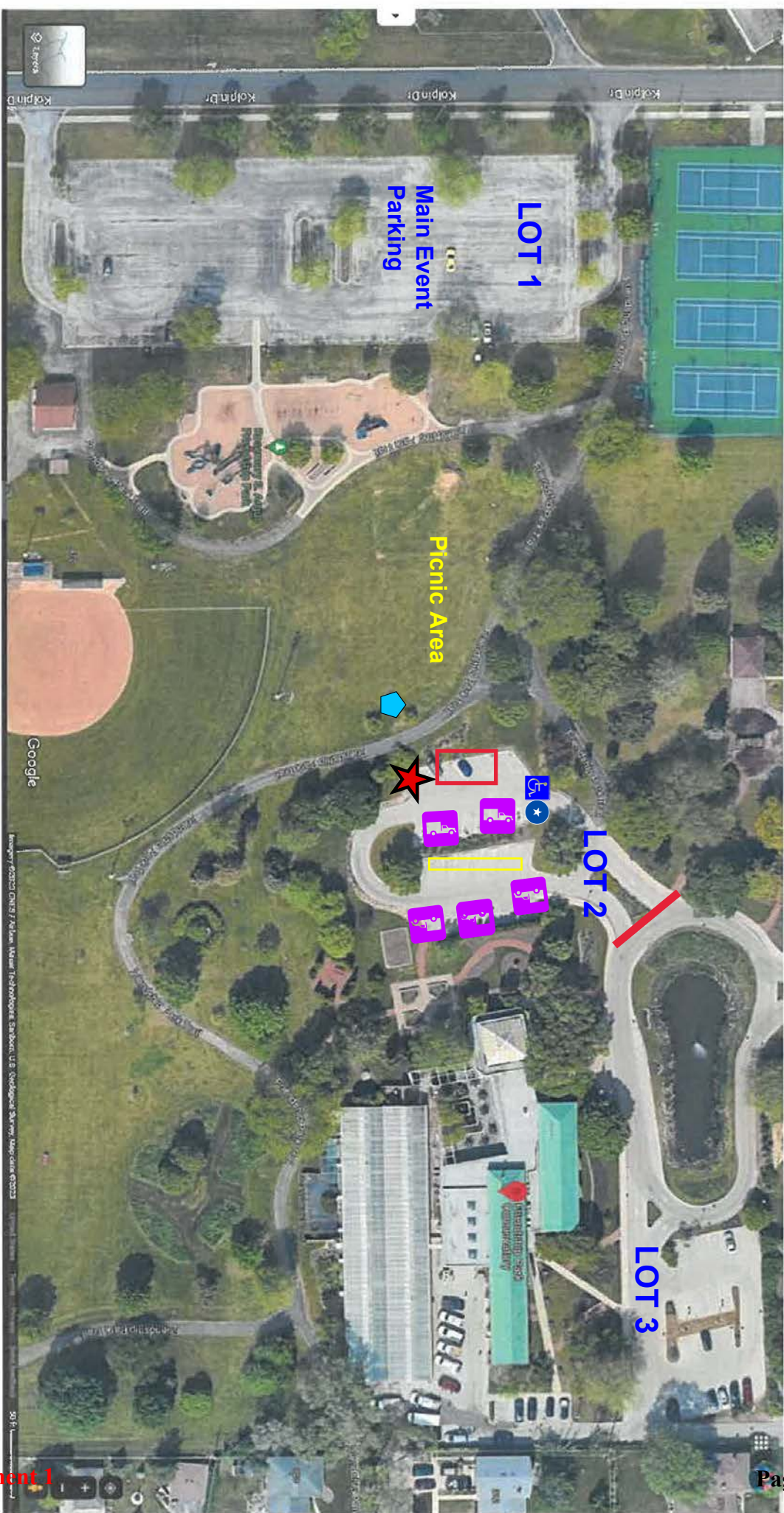
**Recommendation:** Staff requests that the City Council approve the attached resolution authorizing the City Manager to execute and the City Clerk to attest the agreement with Mount Prospect Park District for the use of its property for the event.

***Attachments:***







- Attachment 1 – Map
- Resolution R – 78– 24
- Exhibit A - Agreement



# Food Truck Round Up - Mt. Prospect Park District's Rosemary S. Argus Friendship Park and Conservatory September 17, 2024



**Legend**

-  Portalet/ Wash Station
-  Portalet/ Wash Station
-  Stage
-  Power Access
-  Food Trucks
-  Picnic Table Area
-  Community Tables

CITY OF DES PLAINES

RESOLUTION R - 78 - 24

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MOUNT PROSPECT PARK DISTRICT FOR USE OF ROSEMARY S. ARGUS FRIENDSHIP PARK FOR A SEPTEMBER 17, 2024 FOOD TRUCK EVENT.**

**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 Mount Prospect Park District (“*MPPD*”) owns the property commonly referred to as Rosemary S. Argus Friendship Park and known as 395 W. Algonquin Road, Des Plaines, Illinois (“*Park District Property*”); and

**WHEREAS**, the City desires to host a food truck event for the public on September 17, 2024 on the Park District Property (“*Event*”), and the MPPD desires to grant the City permission to host the Event; and

**WHEREAS**, the City and MPPD propose to enter into an intergovernmental agreement to set forth their respective rights and obligations regarding the Event (“*Agreement*”); and

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

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

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

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

**SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT.** The City Manager is authorized 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.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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**MAYOR**

ATTEST:

Approved as to form:

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**DEPUTY CITY CLERK**

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**Peter M. Friedman, General Counsel**



**Facilities Use Intergovernmental Agreement  
City of Des Plaines  
and  
Mt. Prospect Park District**

This Facilities Use Intergovernmental Agreement (“Agreement”) is entered into on \_\_\_\_\_, 2024 by and between The City of Des Plaines, an Illinois home rule municipality (the “City”), and the Mt. Prospect Park District, an Illinois park district (“Mt. Prospect” or “MPPD”) (individually, the City and Mt. Prospect are a “Party” and, collectively, the City and Mt. Prospect are referred to as the “Parties”).

Use of MPPD Property for the Event: The MPPD grants the City a temporary license to use the grounds of Rosemary S. Argus Friendship Park located at 395 W. Algonquin Road (“Park”) for a food truck festival with food trucks and live music (“Event”), at no cost to either the City or Mt. Prospect, subject to the terms contained herein.

Time and Place of Event:

The Event will take place on Tuesday, September 17, 2024, from 5 p.m. until approximately 8 p.m. The food trucks and stage will be set up outdoors in Lot 2, as depicted on the Event Map attached to this Agreement as Exhibit A, and attendees of the Event are invited to enjoy the event from various locations within the Park. The MPPD will host an open house within the Friendship Park Conservatory building in the Park, which attendees of the Event may also attend (“Open House”). The City has no responsibility for the Open House.

Set-up:

The City may begin setting up the Event at 10 a.m. on September 17, 2024; provided, however, the City will contact the MPPD before any set up activity begins.

Cancellation:

If the City must cancel the Event, the City will notify MPPD as soon as practicable on September 17. It is critical that this contact be made as quickly as possible so that personnel for the MPPD can be notified and so that the MPPD is prepared to respond to questions of the public and media in regard to the cancellation.

If the Event is cancelled, the City will be permitted to leave the set up in place through September 18, 2024. However, the MPPD will not be held responsible for the safety of any property left at the Park. Additional efforts to secure the Event property and equipment are the responsibility of the City and must be coordinated with and conducted with the approval of the MPPD.

The MPPD Responsibilities:

Personnel. MPPD will provide a facilities team member, available between 10 a.m. and 9 p.m. on September 17, 2024. Any additional MPPD personnel requested by the City (or as a result of an addition or change to this Agreement) will be provided at the City’s expense.

Available Services. MPPD will provide

- Attendees and people working at the Event access to the building in the Park so that they may use the restrooms.
- Electrical power necessary to support the Event.
- Parking spaces on Lot 1 for attendees and overflow parking if necessary.

Retention Pond Safety and Maintenance. The MPPD will be responsible for ensuring that all Event patrons, attendees and workers stay away from the retention pond in front of Friendship Park Conservatory.

The City Responsibilities:

Available Services. The City will provide

- Ten picnic tables on Lot 2.
- Trash event boxes placed throughout the event.
- Portable toilets and a hand washing station for Event patrons.

Post-Event Clean-Up. The City will restore the Event site to a state comparable to its condition prior to the Event. The City will be responsible for removal of trash and debris after the Event; in addition, the City will survey the condition of the Event site early on the following day in the daylight. Any equipment that cannot be removed immediately after the Event, including but not limited to tables and portable toilets, will be removed the day following the Event. The Park must be in suitable condition for its employees and visitors when re-opens for regular business at 10 a.m. on Wednesday, September 18, 2024.

Alcohol & Tobacco. The City will not allow anyone to sell, serve or consume alcoholic beverages at the Event. Publicity will advise Event patrons that consumption of alcoholic beverages anywhere on the MPPD property and within the Park is prohibited.

Hold Harmless and Insurance. The City agrees to indemnify and hold harmless the MPPD, its Trustees, officers, employees and agents, from and against any claims, suits, liabilities, costs and damages, including, without limitation, attorneys' fees, arising out of or related to the City's use of the Park for the Event, except to the extent that such Claims arise out of or are related to the gross negligence or willful misconduct of the MPPD, its Trustees, officers, employees and agents.

Nothing in this agreement is intended to abrogate or diminish any statutory or common law tort immunities that may apply to the City or the MPPD.

The City will provide a Certificate of Insurance to the MPPD, verifying that the MPPD (properly known as "Mt. Prospect Park District") is an additional insured under a general liability policy of at least \$2 million with an insurance company acceptable to the MPPD.

Primary Contacts.

MPPD Contact and Coordinator: Matt Dziubinski, Director of Parks and Planning (847) 956-6773.

City Contact and Coordinator: Jill Gambino, Communications and Events Associate (847) 626-4303

[SIGNATURE ON FOLLOWING PAGE]

The representatives signing this Agreement on behalf of the Parties have been duly authorized to bind the Parties to the terms and conditions of this Agreement.

MT. PROSPECT PARK DISTRICT

ACCEPTED:

\_\_\_\_\_

Name:

Title:

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

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

Dorothy Wisniewski

For the City of Des Plaines

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


Attachment: Map of Friendship Park Grounds



## POLICE DEPARTMENT

1418 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5400  
desplaines.org

## MEMORANDUM

Date: March 12, 2024  
To: Michael G. Bartholomew, City Manager  
From: David Anderson, Chief of Police   
Subject: Agreement for Police Towing Services -Schimka Auto Wreckers

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**Issue:** The current police towing agreement with Schimka Auto Wreckers is over twenty years old. A new agreement is recommended to continue with these services.

**Analysis:** The City has utilized Schimka Auto Wreckers for many years to handle police related towing. The last agreement for the company was approved in January of 2002 by the City Council. Since that time there have been no updates or changes to the agreement. Due to the length of time since the last agreement, staff is recommending the approval of the new attached agreement. The new agreement has been created by the City's legal counsel and approved by Schimka Auto Wreckers. This new agreement is for a term of one-year, with automatic renewal for three one-year terms.

Schimka Auto Wreckers meets all of the City's requirements. This includes having a storage yard within Des Plaines that is available for use on a 24-hour basis with set business hours as stated in the agreement.

**Recommendation:** I recommend that the City Council approve the Agreement for Police Towing with Schimka Auto Wreckers, Inc., 1132 E. Thacker St, Des Plaines, IL 60016 for a term of one year, with automatic renewal for three one-year terms.

**Attachments**

Resolution R-79-24

Exhibit A- Agreement for Police Towing – Schimka Auto Wreckers, Inc.

**CITY OF DES PLAINES**

**RESOLUTION R - 79 - 24**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
SCHIMKA AUTO WRECKERS, INC. FOR  
POLICE TOWING 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 enter into an agreement with Schimka Auto Wreckers, Inc. ("*Schimka*") for the performance of certain towing services within the City as such services are needed over time ("*Towing Agreement*"); and

**WHEREAS**, Schimka has performed towing services in the City in the past to the City's satisfaction; and

**WHEREAS**, the City Council has determined that it will serve and be in the best interest of the City and the public to enter into the Towing Agreement with Schimka;

**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 Police Towing Agreement in substantially the form attached to this Resolution as Exhibit A, and in a final form to be approved by the General Counsel.

**SECTION 3: 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 \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**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**

**CITY OF DES PLAINES**

**AGREEMENT FOR POLICE TOWING SERVICES**

Full Name of Contractor Schimka Auto Wreckers, Inc. ("**Contractor**")

Principal Office Address 1132 E. Thacker Street, Des Plaines, IL 60016

Local Office Address 1132 E. Thacker Street, Des Plaines, IL 60016

Contact Person Michael Schimka

Telephone (847) 699-3078 Email michaelschimka@gmail.com

TO: **CITY OF DES PLAINES**  
1420 Miner Street  
Des Plaines, IL 60018  
Attention: Tim Doherty

Contractor warrants and represents that Contractor has carefully examined this Agreement and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, which are securely stapled to the end of this Agreement.

**1. Services**

A. Agreement and Services. Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Agreement, all of which is herein referred to as the "Services" and all of which is described in further detail in **Exhibit A** attached to this Agreement:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Agreement, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for police-directed towing services in and around the City of Des Plaines, Illinois ("**Services Site**");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance specified in this Agreement;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Contractor by this Agreement; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional towing practices, in full compliance with, and as required by or pursuant, to this Agreement, and with the

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

B. Performance Standards. Contractor agrees that all Services shall be fully provided, performed, and completed in accordance with the specifications outlined in and attached to this Agreement.

C. Responsibility for Damage or Loss. Contractor agrees that Contractor shall be responsible and liable for, and shall promptly and without charge to City repair or replace, damage done to, and any loss or injury suffered by, City, the Services, the Services Site, or other property or persons as a result of the Services.

## 2. Agreement Price

### A. Schedule of Rates.

Contractor shall take in full payment for providing, performing, and completing all Services and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth in the maximum rate schedule ("**Rate Schedule**") set forth in **Exhibit B** to this Agreement; provided, however, that at the conclusion of the first Renewal Term, the City and Contractor shall, and do hereby agree to, negotiate in good faith regarding any proposed increases in any fee set forth in the Rate Schedule. No other fees or charges are allowed. Specifically, and without limitation of the foregoing: (1) the Contractor shall not impose any fee or charge for any Heavy Duty Towing except as expressly set forth in Exhibit B to this Agreement; and (2) if any vehicle towed pursuant to this Agreement remains in the Contractor's storage facility beyond the term of the Agreement, the Contractor shall not increase the Daily Storage Fee amount beyond the amount listed in Exhibit B to this Agreement.

### B. Basis For Determining Prices.

It is expressly understood and agreed that:

1. All prices stated in the Rate Schedule are firm and shall not be subject to escalation or change;
2. City is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Rate Schedule, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Services are included in the Rate Schedule and;
4. Contractor has thoroughly examined this Agreement prior to submission of its bid.

### C. Time Of Payment.

It is expressly understood and agreed that all payments shall be made by the owner (or agent thereof) of the vehicle that has been towed or for which service has been called, and shall be paid at the time of release of the vehicle. Under no circumstances shall the City be liable for, or responsible to make or collect, any charge or payment to or on behalf of Contractor, Contractor shall accept cash,



certified checks, and bankcards under generally accepted business guidelines as payment for Work by individuals who have had their vehicles towed and/or stored by Contractor.

### 3. **Agreement Time**

Time is of the essence of this Agreement and, except where stated otherwise, references in this Agreement to days shall be construed to refer to calendar days. Contractor agrees that Contractor shall commence the Services immediately following City's acceptance of this Agreement ("**Commencement Date**"). Contractor agrees that Contractor shall perform the Services diligently and continuously throughout the term of the Agreement.

The initial term of this Agreement shall be for one year, beginning on the Commencement Date ("**Initial Term**"). This Agreement shall automatically be renewed for up to three additional one-year terms (each a "**Renewal Term**"), unless either party, at least ninety days prior to the end of the then-applicable Agreement term, notifies the other party in writing of its intent not to renew this Agreement for the next Renewal Term.

### 4. **Financial Assurance**

A. **Insurance.** Contractor agrees that Contractor shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth on Exhibit A or in the types and amounts required by law, whichever is greater within 10 days following City's acceptance of this Agreement. For good cause shown, the City 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 the City may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to the City and from companies with a general rating of A-, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to the City. Such policies shall be for terms not less than six months. Such policies shall be in a form, and from companies, acceptable to City. The City shall be named as an additional insured on these certificates and policies of insurance. The insurance coverages and limits set forth on Exhibit A shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Agreement. For the purposes of this Section, the Services required by the Agreement shall not be deemed completed while any cars towed pursuant to this Agreement remain in the Contractor's storage facility, even if such vehicles remain beyond the term of this Agreement.

B. **Indemnification.** Contractor agrees that Contractor shall indemnify, save harmless, and defend City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Services 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 the Contractor, except to the extent caused by the sole negligence of or the intentional willful or wanton act of the City or its employees, or any failure to meet the representations and warranties set forth in this Agreement.

C. **Penalties.** Contractor agrees that Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Services or any part thereof.

## 5. Contractor's Representations and Warranties

In order to induce City to accept this Agreement, Contractor hereby represents and warrants as follows:

A. The Services. The Services, and all of its components, shall be of merchantable quality; shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized towing firms in performing services of a similar nature in existence at the time of performance of the Services, shall strictly conform to the requirements of this Agreement, including without limitation, the performance standards set forth in Subsection 1B of this Agreement; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Agreement and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto City.

B. Compliance with Laws. The Services, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services 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 Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; 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.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted into this Agreement.

C. Not Barred; No Collusion. Contractor is not barred by law from contracting with City or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Sec. 33E-3 or Sec. 33E-4 of Art. 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

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

D. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Services successfully and promptly and to commence and complete the Services within the Agreement Price and Agreement Time provisions set forth above.

E. Patriot Act Compliance. Contractor represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or

entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Contractor further represents and warrants to the City that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor hereby agrees to defend, indemnify and hold harmless the City, its corporate authorities, and all City appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

## 6. General Provisions

### A. Default.

1. Default. If the City determines that the Contractor has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any the Event of Default within ten days after the Contractor's receipt of written notice of the Event of Default from the City, then the City will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under this Agreement.
2. Remedies. In case of any Event of Default, the City may pursue the following remedies:
  - a. Cure by the Contractor. The City may require the Contractor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Services into compliance with this Agreement; or
  - b. Termination of Agreement. The City may terminate this Agreement as set forth in Exhibit A and the City will not have any liability for further payment of amounts due or to become due under this Agreement.

B. No Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

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

D. Amendments. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

E. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party. The City Manager may, on behalf of the City, provide the necessary consent to an assignment.

F. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Contractor with respect to the Scope of Services and the Services.

G. Governing Law; Changes in Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

H. Agreement not Exclusive. This Agreement is not exclusive. If determined by the City to be appropriate or necessary to the City, its residents, or motorists within the City, then the City, in the exercise of its sole discretion, may select additional towing firms to perform the Services, may acquire services from time to time as necessary from a towing company not under Agreement with the City, and may terminate this Agreement or any other Agreement as to the Contractor or any one or more other towing firms in accordance with the terms of this Agreement.

I. No Third Party Beneficiaries. The provisions of this Agreement are and will be for the benefit of the Contractor and City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The City will not be liable to any vendor or other third party for any agreements made by the Contractor, purportedly on behalf of the City, without the knowledge and approval of the Corporate Authorities.

J. Binding Effect. This Agreement shall be binding on the City and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Agreement to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

K. Relationship of the Parties. Contractor shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between the City and Contractor or (2) to create any relationship between the City and any subcontractor of Contractor.

L. City's Right To Terminate or Suspend Services for Convenience. The City shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time upon 30 day written notice to Contractor. Each such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Services under this Agreement. In the event of any termination pursuant to this Section, the City shall pay Contractor such fees for Services for which the City is responsible for payment, if any, as Contractor may have reasonably and necessarily incurred prior to the date of such termination. Any immediate termination or suspension of Contractor's rights under this Agreement for an alleged default

that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of the City under of this Agreement.

M. Termination for Cause. The failure of the Contractor to properly perform any of the Services under this Agreement shall be cause for the immediate termination of the Agreement without 30 day written notice.

N. Contractor's Right To Terminate. Contractor shall have the right to terminate this Agreement at any time upon 30 days' advance written notice to the City. Termination of this Agreement by Contractor shall not relieve Contractor of any liability to the City existing as of the date of such termination or accruing at any time as the result of, or related to, any act or failure to act on the part of Contractor prior to such termination.

O. Notices. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60018  
Attention: Police Chief

with a copy to:

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

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

R. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

**CITY OF DES PLAINES**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager

ATTEST:

**CONTRACTOR**

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

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

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

Its: \_\_\_\_\_

## EXHIBIT A

### SPECIFICATIONS FOR POLICE TOWING SERVICES

Contractor will provide towing and storage services to the City of Des Plaines Police Department (CITY) for vehicles involved in accidents, disabled vehicles, abandoned vehicles, booted vehicles, vehicles seized or impounded as evidence, recovered stolen vehicles, vehicles involved in crimes, vehicles relocated during a city emergency, and city vehicles. These services shall be available on a twenty-four (24) hour per day, 365 days per year basis.

#### TOWING SERVICES

Towing services shall include tow truck, a qualified driver and all fuel, maintenance, repairs, permits, insurance as outlined in the Illinois vehicle code, 625 ILCS 5/12-606 and any other items of expense or equipment necessary to render complete towing service. The towing service shall be licensed by the Illinois Commerce Commission (I.C.C.), and all tow truck drivers shall have a current license issued by the Secretary of State. Towing service shall comply with all Federal, State, I.C.C., and local legal requirements and policies.

The towing service will have in operation at all times a minimum of two (2) heavy-duty wreckers each equipped with a 10,000-pound power winch, crane and boom; and one (1) flatbed type heavy-duty wrecker with a 10,000-pound capacity. However, a towing service who is unable to provide the flatbed type wrecker may execute a statement indicating that such a wrecker is available to be brought to a scene. Such statement shall be in writing and indicate the name and location of the alternate towing agency which will provide the flatbed wrecker. If a written contract is executed between the primary towing service and the alternate towing agency, a copy of said contract will be provided to the CITY. This statement will be incorporated as part of the agreement upon acceptance by the CITY. Should the alternate towing agency be used, all tows will be made to the primary towing facility. The towing service shall maintain and keep the equipment in good operating condition and appropriately licensed and inspected by the state. Evidence of license and last inspection shall be submitted to the CITY prior to execution of Agreement. Agency must show proof of ownership and/or contractual agreement acceptance to the city covering the term of the Agreement.

The towing service agrees to maintain communication with CITY on a 24-hour availability basis. All trucks shall be equipped with a two-way radio on a commercial frequency for the sole purpose of communicating with the towing services base station and shall be appropriately licensed by the F.C.C. Service under this Agreement is to be rendered only upon request of the CITY. The towing service, upon notification by the police department shall immediately send the requested number of tow trucks to the designated location and at the direction of the police officer in charge at the scene shall remove the wrecked/abandoned/disabled vehicle or vehicles from the scene directly to the towing service's storage facility, or the city pound for the price specified in the Agreement.

The towing service shall consider calls from the CITY as having first priority over requests for towing service from other parties. The towing service will furnish the CITY with the names of all other agencies with which the towing service has a towing Agreement or agreement, when the Agreement becomes effective, and any other agreements entered into by the towing service during the term of the Agreement.

Monday through Friday during normal business hours, the towing service will arrive at the scene of a requested tow with the requested equipment within fifteen (15) minutes after notification has been made. On weekends and after normal working hours the contractor will arrive at the scene of a tow within twenty-five (25) minutes after notification has been made.

No additional fees or labor charges shall be assessed for standard tows. Tows shall consist of, but not limited to, any and all labor that results from hooking up, hoisting, and towing away any normally parked vehicle. This includes gaining entry to the vehicle, straightening the front wheel, tying the wheel, releasing the brake, and disconnecting the transmission on a rear wheel drive vehicle.

The towing service expressly assures full responsibility and liability for all property entrusted to its care, including equipment and contents thereof. To the fullest extent possible, the towing service hereby agrees to indemnify, defend, and hold harmless the City of Des Plaines against any and all claims, demands, suits, and liabilities arising from or resulting from any and all acts performed pursuant to this Agreement. The towing service will assign only competent, trustworthy, courteous, and sober employees and drivers to provide towing services under the provisions of this Agreement.

The towing service agrees to maintain a storage yard within close proximity of the City of Des Plaines, available for use on 24-hour basis. The storage site must meet all state, county, and municipal laws and/or ordinances applicable to the storage site jurisdiction. The storage facility must be able to accommodate a minimum of 45 towed vehicles for the CITY. The stacking of vehicles is not permitted until certificate of purchase is granted to the towing service.

The towing service will maintain office hours of operation consistent with normal business hours Monday through Friday. The towing service shall also maintain standard office hours of operation on Saturdays.

Business hours are as follows:

Monday-Friday	7:00am-6:00pm
Saturday	8:00am-2:00pm
Sunday	Closed
Holidays	Closed

#### SCHEDULE OF RATES

Attached to and made part of this Agreement as Exhibit B to the Agreement is the Schedule of Rates. The Schedule of Rates shall remain in effect for the entire term of this Agreement and any extensions and may only be amended by the signed agreement of both parties to this agreement.

#### OTHER SERVICES

The towing service will charge the CITY one set fee per contract for the following tows; squad vehicles, booted vehicles, vehicles towed for evidentiary purposes, or vehicles seized or impounded. The towing service shall not charge the CITY storage charges.

#### ABANDONED VEHICLES:

The towing service shall tow abandoned vehicles found on public or private property at the request of the CITY. These vehicles shall be towed to the towing services yard or city pound and held for the owner. If the owner claims the vehicle, the towing service shall collect from the owner all fees and charges due under the Agreement. If the owner does not claim the vehicle the towing service may dispose of the vehicle in accordance with Illinois law, and per procedures approved by the CITY. Towing of abandoned vehicles is at no cost to the CITY.

#### BOOTED VEHICLES:

The towing service shall tow booted vehicles at the request of the CITY. These vehicles shall be towed to the towing service yard or city pound at the direction of the officer in charge. The towing service can



charge a maximum of seven days storage for vehicles towed to the service yard at the expense of the vehicle owner.

When a vehicle is towed to a location other than the storage facility, and then tows to the towing yard or city pound and subsequently towed to either location, the vehicle owner shall be required to pay for only one tow.

#### CITY DECLARED EMERGENCY

If the City Manager or Public Works Director declares that an emergency exists, the towing firm will provide tow trucks to relocate vehicles at city or the CITY direction for the regular fee as indicated on the fee schedule. The towing firm must have a minimum of three tow trucks at the city or CITY disposal. Snow accumulation of two inches or more may be included as emergencies at the direction of the Director of Public Works.

#### COURT ORDERED RELEASES

In the event a Court of competent jurisdiction, or a duly authorized Administrative Hearing Officer, should order the release of a car towed at the request of the City without charge to the owner, the towing service shall waive all costs of towing and storage to the owner or the City.

When the CITY places a “hold” on a towed vehicle, the vehicle shall not be released, services, inspected, repaired, contracted for service or repair, or have personal property on or within the vehicle removed from it without a signed “release” form from the CITY. Any vehicles booted, impounded, or seized for evidentiary purposes shall be deemed to have a hold on it.

#### DRIVERS/OPERATORS

The towing service will provide the CITY with the following information on each tow truck operator employed on the date, which the Agreement is effective, and any operator hired during the term of the Agreement.

1. Name
2. Address
3. Date of Birth
4. Driver’s License number, State, and Classification

#### ADHERENCE TO LAWS

The existence of a Agreement between the City of Des Plaines and the towing service does not exempt any of the towing service employees from any State, County, or Municipal laws or ordinances nor does it convey any special privileges or rights upon said employees.

#### DISPLAY OF FEE SCHEDULE

The towing service shall have printed fee schedules, as stipulated in this Agreement, available upon demand to person(s) being serviced under this Agreement. Additionally, a copy of the printed fee schedule shall be posted in plain view to the public in a conspicuous place at the towing service’s place of business.

#### LOG BOOK, RECORDS, & REPORTS REQUIRED

The towing service will maintain a log book of police-directed tows, or other acceptable record keeping system, that will include the following information kept on a city approved form:

1. Time, date, and location of tow, hold information if applicable, the reason for the tow, and the police report number;
2. The year, make, model, license plate number, and vehicle identification number of the towed vehicle; and,

3. The date the vehicle was released.

The towing service shall maintain the following additional records on police-directed tows:

1. The date and time the vehicle owner was notified of the tow;
2. Itemized billing of all tow and storage charges;
3. A copy of the signed release form completed by the person claiming vehicle;
4. Copies of all complaints. The towing service shall have a customer complaint form, approved by the CITY, available for vehicle owners to file complaints about the towing service, its employees, or the service provided under the terms of this Agreement. A copy of every completed complaint form shall be forwarded by the towing service to the CITY at the time of completion.

The towing service shall provide the CITY with a written inventory and status report on all police-directed towed vehicles on a monthly basis. This report shall be due before the tenth day of the following month. If the towing service fails to include any police-directed or police department tow in this report, the vehicle owner's responsibility will be limited to the charges incurred the month it was towed.

All of these records will be open for inspection and copying by the CITY at any time.

**OWNER/AGENT NOTIFICATION**

The towing service will be responsible for contacting the owner and/or insurance agent of police-directed towed vehicles within 48 hours under normal circumstances. If after 30 days the towing service has been unable to contact the owner and/or insurance agent, the towing service will notify the police department abandoned auto processing officer to begin proceedings to process the vehicle as an unclaimed auto.

**METHODS OF PAYMENT**

Cash, check, and bank type credit cards under generally accepted business guidelines are to be accepted methods of payment for towing service's services by individuals who have had their vehicles towed and/or stored by towing service.

**TOWING SERVICE'S LIABILITY INSURANCE**

Towing service shall maintain for the duration of this Agreement statutory Workman's Compensation and/or Employer's liability insurance. Towing service shall maintain for the duration of this Agreement liability insurance in the form of a comprehensive, general, and automobile liability policy. Such policy shall protect him from the claims for bodily injury, including death, to his employees and all others; and from claims from claims for property damage, and/or all of which may arise out of result from the towing service's operations under this Agreement. The insurance shall be in sufficient amounts to reasonably assure the towing service's solvency in the event of any injuries, deaths, or property damage with the following minimum limits:

	<u>PER PERSON</u>	<u>PER ACCIDENT</u>
1. Bodily Injury	\$500,000	\$1,000,000
2. Property Damage	\$500,000	\$1,000,000
3. Umbrella Liability	Limits shall not be less than \$2,000,000 Bodily Injury and Property Damage Combined Single Limit.	

Towing service shall not commence work under this Agreement until he has obtained all insurance required hereunder and such insurance has been approved by the CITY. Approval of the insurance by the CITY shall not relieve or decrease the liability of the towing service hereunder. Certificates of such

insurance shall be filed with the City prior to commencing work. Additionally, the Contractor will provide the CITY with a letter from the insurance carrier that the CITY will be notified within 10 days of the pending cancellation of any policy relating to this Agreement. The City of Des Plaines shall be named as an additional insured on these insurance contracts.

#### AGREEMENT NOT EXCLUSIVE

This Contract is not exclusive. The CITY, in its sole discretion, may establish and designate the time periods and geographic areas in which a towing firm shall provide the Services, in which event the Contractor shall provide the Services. Contractor acknowledges and agrees that being assigned to service a particular geographic area or time period does not preclude the CITY from calling Contractor to provide the Services in another geographic area or time period, as necessary for proper police and municipal services.

#### AGREEMENT TERMINATION

The City and the towing service reserve the right to terminate this Agreement without cause upon 30-day notice to the other party in writing.

The City reserves the right to terminate this Agreement without notice should the towing company violate any of the following:

1. Failure to respond to calls for service within the time limits specified under this Agreement, and such failure is without good cause;
2. Failure to release a vehicle to an owner when the Agreement calls for said release;
3. Overcharging either owners of towed vehicles, or the City for towing services;
4. Failure to abide by a Court Order or Order of Administrative Hearing Officer.

The awarding of this Agreement is looked upon by the CITY as a public trust and the towing service is expected to give the highest quality service and treatment to the CITY.

**EXHIBIT B**  
**RATE SCHEDULE**


Service	City	Private
<b>Tows:</b>		
Accident Tow	\$40	\$125
Non-Accident Tow	\$40	\$125
Heavy Duty Tow	\$450/hr	\$600/hr
<b>Police Related Tows:</b>		
Relocations	\$40	\$125
Booted Vehicles	\$40	\$125
<b>Abandoned Vehicles:</b>		
Public Property	\$40	\$125
Private Property	\$40	\$125
<b>Service Calls:</b>		
Battery Boost	N/A	\$45-65
Lock-out	N/A	\$45-65
Tire Change	N/A	\$45-65
Winching	N/C	\$60/Hr
Miscellaneous Service Supplies	N/C	Starting at \$5
Additional Flatbed	N/C	\$125
<b>Storage:</b>		
Accident (per day)	N/A	\$50
Non-Accident (per day)	N/A	\$50
Booted (per day)	N/A	\$50
7 Day cap on storage (booted)	N/A	\$350
Accident/Non-Accident (30-day max)	N/A	\$1,500
Release (after hours) from tow yard	N/A	\$20
Release (after hours) from city lot	N/A	\$40



## POLICE DEPARTMENT

1418 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5400  
desplaines.org

## MEMORANDUM

Date: March 12, 2024  
To: Michael G. Bartholomew, City Manager  
From: David Anderson, Chief of Police   
Subject: Agreement for Police Towing Services -Tri-R Service

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**Issue:** The current police towing agreement with Tri-R Service is over twenty years old. A new agreement is recommended to continue with these services.

**Analysis:** The City has utilized Tri-R Service for many years to handle police related towing. The last agreement for the company was approved in January of 2002 by the City Council. Since that time there have been no updates or changes to the agreement. Due to the length of time since the last agreement, staff is recommending the approval of the new attached agreement. The new agreement has been created by the City's legal counsel and approved by Tri-R Service. This new agreement is for a term of one-year, with automatic renewal for three one-year terms.

Tri-R Service meets all of the City's requirements. This includes having a storage yard within Des Plaines that is available for use on a 24-hour basis with set business hours as stated in the agreement.

**Recommendation:** I recommend that the City Council approve the Agreements for Police Towing with Tri-R Service, 419 E. Golf Road, Des Plaines, IL 60016 for a term of one year, with automatic renewal for three one-year terms.

**Attachments**

Resolution R-80-24

Exhibit A -Agreement for Police Towing – Tri-R Service

**CITY OF DES PLAINES**

**RESOLUTION R - 80 - 24**

**A RESOLUTION APPROVING AN AGREEMENT WITH TRI-R SERVICE FOR POLICE TOWING 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 enter into an agreement with Top Tier Towing, LLC, d/b/a Tri-R Service, ("*Tri-R Service*") for the performance of certain towing services within the City as such services are needed over time ("*Towing Agreement*"); and

**WHEREAS**, Tri-R Service has performed towing services in the City in the past to the City's satisfaction; and

**WHEREAS**, the City Council has determined that it will serve and be in the best interest of the City and the public to enter into the Towing Agreement with Tri-R Service;

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

**SECTION 3: 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 \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**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**

**CITY OF DES PLAINES**

**AGREEMENT FOR POLICE TOWING SERVICES**

Full Name of Contractor Top Tier Towing, LLC, d/b/a Tri-R Service ("Contractor")

Principal Office Address 419 E. Golf Road, Des Plaines, IL 60016

Local Office Address 419 E. Golf Road, Des Plaines, IL 60016

Contact Person Mahmoud Haleem (Mike)

Telephone (773)519-3519 Email fclasstowing@gmail.com

TO: **CITY OF DES PLAINES**  
1420 Miner Street  
Des Plaines, IL 60018  
Attention: Tim Doherty

Contractor warrants and represents that Contractor has carefully examined this Agreement and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, which are securely stapled to the end of this Agreement.

**1. Services**

A. Agreement and Services. Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Agreement, all of which is herein referred to as the "Services" and all of which is described in further detail in **Exhibit A** attached to this Agreement:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Agreement, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for police-directed towing services in and around the City of Des Plaines, Illinois ("**Services Site**");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance specified in this Agreement;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Contractor by this Agreement; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional towing practices, in full compliance with, and as required by or pursuant, to this Agreement, and with the



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

B. Performance Standards. Contractor agrees that all Services shall be fully provided, performed, and completed in accordance with the specifications outlined in and attached to this Agreement.

C. Responsibility for Damage or Loss. Contractor agrees that Contractor shall be responsible and liable for, and shall promptly and without charge to City repair or replace, damage done to, and any loss or injury suffered by, City, the Services, the Services Site, or other property or persons as a result of the Services.

## 2. Agreement Price

### A. Schedule of Rates.

Contractor shall take in full payment for providing, performing, and completing all Services and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth in the maximum rate schedule ("**Rate Schedule**") set forth in **Exhibit B** to this Agreement; provided, however, that at the conclusion of the first Renewal Term, the City and Contractor shall, and do hereby agree to, negotiate in good faith regarding any proposed increases in any fee set forth in the Rate Schedule. No other fees or charges are allowed. Specifically, and without limitation of the foregoing: (1) the Contractor shall not impose any fee or charge for any Heavy Duty Towing except as expressly set forth in Exhibit B to this Agreement; and (2) if any vehicle towed pursuant to this Agreement remains in the Contractor's storage facility beyond the term of the Agreement, the Contractor shall not increase the Daily Storage Fee amount beyond the amount listed in Exhibit B to this Agreement.

### B. Basis For Determining Prices.

It is expressly understood and agreed that:

1. All prices stated in the Rate Schedule are firm and shall not be subject to escalation or change;
2. City is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Rate Schedule, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Services are included in the Rate Schedule and;
4. Contractor has thoroughly examined this Agreement prior to submission of its bid.

### C. Time Of Payment.

It is expressly understood and agreed that all payments shall be made by the owner (or agent thereof) of the vehicle that has been towed or for which service has been called, and shall be paid at the time of release of the vehicle. Under no circumstances shall the City be liable for, or responsible to make or collect, any charge or payment to or on behalf of Contractor, Contractor shall accept cash,

certified checks, and bankcards under generally accepted business guidelines as payment for Work by individuals who have had their vehicles towed and/or stored by Contractor.

### 3. **Agreement Time**

Time is of the essence of this Agreement and, except where stated otherwise, references in this Agreement to days shall be construed to refer to calendar days. Contractor agrees that Contractor shall commence the Services immediately following City's acceptance of this Agreement ("**Commencement Date**"). Contractor agrees that Contractor shall perform the Services diligently and continuously throughout the term of the Agreement.

The initial term of this Agreement shall be for one year, beginning on the Commencement Date ("**Initial Term**"). This Agreement shall automatically be renewed for up to three additional one-year terms (each a "**Renewal Term**"), unless either party, at least ninety days prior to the end of the then-applicable Agreement term, notifies the other party in writing of its intent not to renew this Agreement for the next Renewal Term.

### 4. **Financial Assurance**

A. **Insurance.** Contractor agrees that Contractor shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth on Exhibit A or in the types and amounts required by law, whichever is greater within 10 days following City's acceptance of this Agreement. For good cause shown, the City 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 the City may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to the City and from companies with a general rating of A-, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to the City. Such policies shall be for terms not less than six months. Such policies shall be in a form, and from companies, acceptable to City. The City shall be named as an additional insured on these certificates and policies of insurance. The insurance coverages and limits set forth on Exhibit A shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Agreement. For the purposes of this Section, the Services required by the Agreement shall not be deemed completed while any cars towed pursuant to this Agreement remain in the Contractor's storage facility, even if such vehicles remain beyond the term of this Agreement.

B. **Indemnification.** Contractor agrees that Contractor shall indemnify, save harmless, and defend City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Services 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 the Contractor, except to the extent caused by the sole negligence of or the intentional willful or wanton act of the City or its employees, or any failure to meet the representations and warranties set forth in this Agreement.

C. **Penalties.** Contractor agrees that Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Services or any part thereof.

**5. Contractor's Representations and Warranties**

In order to induce City to accept this Agreement, Contractor hereby represents and warrants as follows:

A. The Services. The Services, and all of its components, shall be of merchantable quality; shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized towing firms in performing services of a similar nature in existence at the time of performance of the Services, shall strictly conform to the requirements of this Agreement, including without limitation, the performance standards set forth in Subsection 1B of this Agreement; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Agreement and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto City.

B. Compliance with Laws. The Services, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services 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 Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; 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.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted into this Agreement.

C. Not Barred; No Collusion. Contractor is not barred by law from contracting with City or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Sec. 33E-3 or Sec. 33E-4 of Art. 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

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

D. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Services successfully and promptly and to commence and complete the Services within the Agreement Price and Agreement Time provisions set forth above.

E. Patriot Act Compliance. Contractor represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or

entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Contractor further represents and warrants to the City that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor hereby agrees to defend, indemnify and hold harmless the City, its corporate authorities, and all City appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

## 6. General Provisions

### A. Default.

1. Default. If the City determines that the Contractor has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any the Event of Default within ten days after the Contractor's receipt of written notice of the Event of Default from the City, then the City will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under this Agreement.
2. Remedies. In case of any Event of Default, the City may pursue the following remedies:
  - a. Cure by the Contractor. The City may require the Contractor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Services into compliance with this Agreement; or
  - b. Termination of Agreement. The City may terminate this Agreement as set forth in Exhibit A and the City will not have any liability for further payment of amounts due or to become due under this Agreement.

B. No Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

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

D. Amendments. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

E. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party. The City Manager may, on behalf of the City, provide the necessary consent to an assignment.

F. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Contractor with respect to the Scope of Services and the Services.

G. Governing Law; Changes in Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

H. Agreement not Exclusive. This Agreement is not exclusive. If determined by the City to be appropriate or necessary to the City, its residents, or motorists within the City, then the City, in the exercise of its sole discretion, may select additional towing firms to perform the Services, may acquire services from time to time as necessary from a towing company not under Agreement with the City, and may terminate this Agreement or any other Agreement as to the Contractor or any one or more other towing firms in accordance with the terms of this Agreement.

I. No Third Party Beneficiaries. The provisions of this Agreement are and will be for the benefit of the Contractor and City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The City will not be liable to any vendor or other third party for any agreements made by the Contractor, purportedly on behalf of the City, without the knowledge and approval of the Corporate Authorities.

J. Binding Effect. This Agreement shall be binding on the City and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Agreement to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

K. Relationship of the Parties. Contractor shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between the City and Contractor or (2) to create any relationship between the City and any subcontractor of Contractor.

L. City's Right To Terminate or Suspend Services for Convenience. The City shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time upon 30 day written notice to Contractor. Each such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Services under this Agreement. In the event of any termination pursuant to this Section, the City shall pay Contractor such fees for Services for which the City is responsible for payment, if any, as Contractor may have reasonably and necessarily incurred prior to the date of such termination. Any immediate termination or suspension of Contractor's rights under this Agreement for an alleged default

that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of the City under of this Agreement.

M. Termination for Cause. The failure of the Contractor to properly perform any of the Services under this Agreement shall be cause for the immediate termination of the Agreement without 30 day written notice.

N. Contractor's Right To Terminate. Contractor shall have the right to terminate this Agreement at any time upon 30 days' advance written notice to the City. Termination of this Agreement by Contractor shall not relieve Contractor of any liability to the City existing as of the date of such termination or accruing at any time as the result of, or related to, any act or failure to act on the part of Contractor prior to such termination.

O. Notices. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60018  
Attention: Police Chief

with a copy to:

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

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

R. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

**CITY OF DES PLAINES**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager

ATTEST:

**CONTRACTOR**

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

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

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

Its: \_\_\_\_\_

## EXHIBIT A

### SPECIFICATIONS FOR POLICE TOWING SERVICES

Contractor will provide towing and storage services to the City of Des Plaines Police Department (CITY) for vehicles involved in accidents, disabled vehicles, abandoned vehicles, booted vehicles, vehicles seized or impounded as evidence, recovered stolen vehicles, vehicles involved in crimes, vehicles relocated during a city emergency, and city vehicles. These services shall be available on a twenty-four (24) hour per day, 365 days per year basis.

#### TOWING SERVICES

Towing services shall include tow truck, a qualified driver and all fuel, maintenance, repairs, permits, insurance as outlined in the Illinois vehicle code, 625 ILCS 5/12-606 and any other items of expense or equipment necessary to render complete towing service. The towing service shall be licensed by the Illinois Commerce Commission (I.C.C.), and all tow truck drivers shall have a current license issued by the Secretary of State. Towing service shall comply with all Federal, State, I.C.C., and local legal requirements and policies.

The towing service will have in operation at all times a minimum of two (2) heavy-duty wreckers each equipped with a 10,000-pound power winch, crane and boom; and one (1) flatbed type heavy-duty wrecker with a 10,000-pound capacity. However, a towing service who is unable to provide the flatbed type wrecker may execute a statement indicating that such a wrecker is available to be brought to a scene. Such statement shall be in writing and indicate the name and location of the alternate towing agency which will provide the flatbed wrecker. If a written contract is executed between the primary towing service and the alternate towing agency, a copy of said contract will be provided to the CITY. This statement will be incorporated as part of the agreement upon acceptance by the CITY. Should the alternate towing agency be used, all tows will be made to the primary towing facility. The towing service shall maintain and keep the equipment in good operating condition and appropriately licensed and inspected by the state. Evidence of license and last inspection shall be submitted to the CITY prior to execution of Agreement. Agency must show proof of ownership and/or contractual agreement acceptance to the city covering the term of the Agreement.

The towing service agrees to maintain communication with CITY on a 24-hour availability basis. All trucks shall be equipped with a two-way radio on a commercial frequency for the sole purpose of communicating with the towing services base station and shall be appropriately licensed by the F.C.C. Service under this Agreement is to be rendered only upon request of the CITY. The towing service, upon notification by the police department shall immediately send the requested number of tow trucks to the designated location and at the direction of the police officer in charge at the scene shall remove the wrecked/abandoned/disabled vehicle or vehicles from the scene directly to the towing service's storage facility, or the city pound for the price specified in the Agreement.

The towing service shall consider calls from the CITY as having first priority over requests for towing service from other parties. The towing service will furnish the CITY with the names of all other agencies with which the towing service has a towing Agreement or agreement, when the Agreement becomes effective, and any other agreements entered into by the towing service during the term of the Agreement.

Monday through Friday during normal business hours, the towing service will arrive at the scene of a requested tow with the requested equipment within fifteen (15) minutes after notification has been made. On weekends and after normal working hours the contractor will arrive at the scene of a tow within twenty-five (25) minutes after notification has been made.



No additional fees or labor charges shall be assessed for standard tows. Tows shall consist of, but not limited to, any and all labor that results from hooking up, hoisting, and towing away any normally parked vehicle. This includes gaining entry to the vehicle, straightening the front wheel, tying the wheel, releasing the brake, and disconnecting the transmission on a rear wheel drive vehicle.

The towing service expressly assures full responsibility and liability for all property entrusted to its care, including equipment and contents thereof. To the fullest extent possible, the towing service hereby agrees to indemnify, defend, and hold harmless the City of Des Plaines against any and all claims, demands, suits, and liabilities arising from or resulting from any and all acts performed pursuant to this Agreement. The towing service will assign only competent, trustworthy, courteous, and sober employees and drivers to provide towing services under the provisions of this Agreement.

The towing service agrees to maintain a storage yard within close proximity of the City of Des Plaines, available for use on 24-hour basis. The storage site must meet all state, county, and municipal laws and/or ordinances applicable to the storage site jurisdiction. The storage facility must be able to accommodate a minimum of 45 towed vehicles for the CITY. The stacking of vehicles is not permitted until certificate of purchase is granted to the towing service.

The towing service will maintain office hours of operation consistent with normal business hours Monday through Friday. The towing service shall also maintain standard office hours of operation on Saturdays.

Business hours are as follows:

Monday-Friday	7:00am-6:00pm
Saturday	8:00am-2:00pm
Sunday	Closed
Holidays	Closed

#### SCHEDULE OF RATES

Attached to and made part of this Agreement as Exhibit B to the Agreement is the Schedule of Rates. The Schedule of Rates shall remain in effect for the entire term of this Agreement and any extensions and may only be amended by the signed agreement of both parties to this agreement.

#### OTHER SERVICES

The towing service will charge the CITY one set fee per contract for the following tows; squad vehicles, booted vehicles, vehicles towed for evidentiary purposes, or vehicles seized or impounded. The towing service shall not charge the CITY storage charges.

#### ABANDONED VEHICLES:

The towing service shall tow abandoned vehicles found on public or private property at the request of the CITY. These vehicles shall be towed to the towing services yard or city pound and held for the owner. If the owner claims the vehicle, the towing service shall collect from the owner all fees and charges due under the Agreement. If the owner does not claim the vehicle the towing service may dispose of the vehicle in accordance with Illinois law, and per procedures approved by the CITY. Towing of abandoned vehicles is at no cost to the CITY.

#### BOOTED VEHICLES:

The towing service shall tow booted vehicles at the request of the CITY. These vehicles shall be towed to the towing service yard or city pound at the direction of the officer in charge. The towing service can

charge a maximum of seven days storage for vehicles towed to the service yard at the expense of the vehicle owner.

When a vehicle is towed to a location other than the storage facility, and then tows to the towing yard or city pound and subsequently towed to either location, the vehicle owner shall be required to pay for only one tow.

#### CITY DECLARED EMERGENCY

If the City Manager or Public Works Director declares that an emergency exists, the towing firm will provide tow trucks to relocate vehicles at city or the CITY direction for the regular fee as indicated on the fee schedule. The towing firm must have a minimum of three tow trucks at the city or CITY disposal. Snow accumulation of two inches or more may be included as emergencies at the direction of the Director of Public Works.

#### COURT ORDERED RELEASES

In the event a Court of competent jurisdiction, or a duly authorized Administrative Hearing Officer, should order the release of a car towed at the request of the City without charge to the owner, the towing service shall waive all costs of towing and storage to the owner or the City.

When the CITY places a “hold” on a towed vehicle, the vehicle shall not be released, services, inspected, repaired, contracted for service or repair, or have personal property on or within the vehicle removed from it without a signed “release” form from the CITY. Any vehicles booted, impounded, or seized for evidentiary purposes shall be deemed to have a hold on it.

#### DRIVERS/OPERATORS

The towing service will provide the CITY with the following information on each tow truck operator employed on the date, which the Agreement is effective, and any operator hired during the term of the Agreement.

1. Name
2. Address
3. Date of Birth
4. Driver’s License number, State, and Classification

#### ADHERENCE TO LAWS

The existence of a Agreement between the City of Des Plaines and the towing service does not exempt any of the towing service employees from any State, County, or Municipal laws or ordinances nor does it convey any special privileges or rights upon said employees.

#### DISPLAY OF FEE SCHEDULE

The towing service shall have printed fee schedules, as stipulated in this Agreement, available upon demand to person(s) being serviced under this Agreement. Additionally, a copy of the printed fee schedule shall be posted in plain view to the public in a conspicuous place at the towing service’s place of business.

#### LOG BOOK, RECORDS, & REPORTS REQUIRED

The towing service will maintain a log book of police-directed tows, or other acceptable record keeping system, that will include the following information kept on a city approved form:

1. Time, date, and location of tow, hold information if applicable, the reason for the tow, and the police report number;
2. The year, make, model, license plate number, and vehicle identification number of the towed vehicle; and,

3. The date the vehicle was released.

The towing service shall maintain the following additional records on police-directed tows:

1. The date and time the vehicle owner was notified of the tow;
2. Itemized billing of all tow and storage charges;
3. A copy of the signed release form completed by the person claiming vehicle;
4. Copies of all complaints. The towing service shall have a customer complaint form, approved by the CITY, available for vehicle owners to file complaints about the towing service, its employees, or the service provided under the terms of this Agreement. A copy of every completed complaint form shall be forwarded by the towing service to the CITY at the time of completion.

The towing service shall provide the CITY with a written inventory and status report on all police-directed towed vehicles on a monthly basis. This report shall be due before the tenth day of the following month. If the towing service fails to include any police-directed or police department tow in this report, the vehicle owner's responsibility will be limited to the charges incurred the month it was towed.

All of these records will be open for inspection and copying by the CITY at any time.

**OWNER/AGENT NOTIFICATION**

The towing service will be responsible for contacting the owner and/or insurance agent of police-directed towed vehicles within 48 hours under normal circumstances. If after 30 days the towing service has been unable to contact the owner and/or insurance agent, the towing service will notify the police department abandoned auto processing officer to begin proceedings to process the vehicle as an unclaimed auto.

**METHODS OF PAYMENT**

Cash, check, and bank type credit cards under generally accepted business guidelines are to be accepted methods of payment for towing service's services by individuals who have had their vehicles towed and/or stored by towing service.

**TOWING SERVICE'S LIABILITY INSURANCE**

Towing service shall maintain for the duration of this Agreement statutory Workman's Compensation and/or Employer's liability insurance. Towing service shall maintain for the duration of this Agreement liability insurance in the form of a comprehensive, general, and automobile liability policy. Such policy shall protect him from the claims for bodily injury, including death, to his employees and all others; and from claims from claims for property damage, and/or all of which may arise out of result from the towing service's operations under this Agreement. The insurance shall be in sufficient amounts to reasonably assure the towing service's solvency in the event of any injuries, deaths, or property damage with the following minimum limits:

	<u>PER PERSON</u>	<u>PER ACCIDENT</u>
1. Bodily Injury	\$500,000	\$1,000,000
2. Property Damage	\$500,000	\$1,000,000
3. Umbrella Liability	Limits shall not be less than \$2,000,000 Bodily Injury and Property Damage Combined Single Limit.	

Towing service shall not commence work under this Agreement until he has obtained all insurance required hereunder and such insurance has been approved by the CITY. Approval of the insurance by the CITY shall not relieve or decrease the liability of the towing service hereunder. Certificates of such

insurance shall be filed with the City prior to commencing work. Additionally, the Contractor will provide the CITY with a letter from the insurance carrier that the CITY will be notified within 10 days of the pending cancellation of any policy relating to this Agreement. The City of Des Plaines shall be named as an additional insured on these insurance contracts.

#### AGREEMENT NOT EXCLUSIVE

This Contract is not exclusive. The CITY, in its sole discretion, may establish and designate the time periods and geographic areas in which a towing firm shall provide the Services, in which event the Contractor shall provide the Services. Contractor acknowledges and agrees that being assigned to service a particular geographic area or time period does not preclude the CITY from calling Contractor to provide the Services in another geographic area or time period, as necessary for proper police and municipal services.

#### AGREEMENT TERMINATION

The City and the towing service reserve the right to terminate this Agreement without cause upon 30-day notice to the other party in writing.

The City reserves the right to terminate this Agreement without notice should the towing company violate any of the following:

1. Failure to respond to calls for service within the time limits specified under this Agreement, and such failure is without good cause;
2. Failure to release a vehicle to an owner when the Agreement calls for said release;
3. Overcharging either owners of towed vehicles, or the City for towing services;
4. Failure to abide by a Court Order or Order of Administrative Hearing Officer.

The awarding of this Agreement is looked upon by the CITY as a public trust and the towing service is expected to give the highest quality service and treatment to the CITY.

**EXHIBIT B**  
**RATE SCHEDULE**

Service	City	Private
<b>Tows:</b>		
Accident Tow	\$40	\$125
Non-Accident Tow	\$40	\$125
Heavy Duty Tow	\$450/hr	\$600/hr
<b>Police Related Tows:</b>		
Relocations	\$40	\$125
Booted Vehicles	\$40	\$125
<b>Abandoned Vehicles:</b>		
Public Property	\$40	\$125
Private Property	\$40	\$125
<b>Service Calls:</b>		
Battery Boost	N/A	\$45-65
Lock-out	N/A	\$45-65
Tire Change	N/A	\$45-65
Winching	N/C	\$60/Hr
Miscellaneous Service Supplies	N/C	Starting at \$5
Additional Flatbed	N/C	\$125
<b>Storage:</b>		
Accident (per day)	N/A	\$50
Non-Accident (per day)	N/A	\$50
Booted (per day)	N/A	\$50
7 Day cap on storage (booted)	N/A	\$350
Accident/Non-Accident (30-day max)	N/A	\$1,500
Release (after hours) from tow yard	N/A	\$20
Release (after hours) from city lot	N/A	\$40



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: March 7, 2024  
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
From: Timothy Watkins, Assistant Director of Public Works *TW*  
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering  
Subject: Water Ordinance Changes

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**Issue:** The City's current water ordinance requires some amendments.

**Analysis:** The City's Ordinance 9-1-3: Rules and Regulations for Water Takers needs a few amendments to accurately reflect the City's actual practice. The amendment clarifies the language for the tapping of water mains for connecting water services and associated procedures.

Ordinance 9-1-6: Water Meters amends the language to ensure that all bypass water systems are metered, clarifies who can install/repair a water meter, and adds an administrative fee to customers that refuse to allow the City access to the water meter.

Ordinance 9-1-7: Rates amends the language regarding the use of hydrant meters, filling locations for bulk water purchasers, and modifies the language for periodic billing. Should the City decide to transition to monthly billing, the ordinance will already be in place.

**Recommendation:** We recommend adoption of Ordinance M-5-24.

**Attachments:**  
Ordinance M-5-24

**CITY OF DES PLAINES**

**ORDINANCE M - 5 - 24**

**AN ORDINANCE AMENDING THE CITY CODE REGARDING WATER SYSTEM REGULATIONS.**

**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**, Section 9-1-3 of the City Code of the City of Des Plaines, as amended ("*City Code*"), sets forth the rules and regulations for City water users; and

**WHEREAS**, Section 9-1-6 of the City Code sets forth the regulations regarding water meters; and

**WHEREAS**, Section 9-1-7 of the City Code sets forth the water rates charged to City water customers; and

**WHEREAS**, the City desires to amend (i) Section 9-1-3 of the City Code to clarify the language related to the tapping of water mains; (ii) Section 9-1-6 of the City Code to ensure all bypass water systems are metered, to clarify who may install or repair water meters, and add an administrative fee for customers that refuse access to the water meters; and (iii) Section 9-1-7 of the City Code to amend the rates for use of hydrant meters and modify the language for periodic billing; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to 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 foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the City Council.

**SECTION 2: RATES.** Section 9-1-3, titled "Rules and Regulations For Water Takers," of Chapter 1, titled "Water System Regulations," Title 9, titled "Public Utilities," of the City Code is hereby amended to read as follows:

**"9-1-3: RULES AND REGULATIONS FOR WATER TAKERS:**

The following rules and regulations for the government of water takers and licensed plumbers are hereby adopted and established:

\* \* \*

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

C. Permit To Connect Service Pipes; Fees: Application for permits to connect service pipes with any supply pipe must be made to the director of community development and the sums to be paid for the insertion of service ~~cocks~~ stops or valves shall be as determined from time to time by resolution of the city council. Only persons authorized by the Director of Public Works, or their designee, may tap the street main or corporation stops in the main. Only the City may install taps two or fewer inches in nominal diameter. Taps less than one inch in nominal diameter are prohibited unless approved by the Director of Public Works. All taps greater than two inches in nominal diameter shall be made by the licensed plumbing contractor hired by the permittee. Any connection made by a party other than the City must be made by a licensed plumber and only after a permit has been paid for and issued as hereinabove set forth.

For connections and taps performed by the City, a permittee must pay a tapping charge of \$300 for labor. The City will furnish the corporation stop.

Permittees must provide at least 48 hours' notice to the Public Works Department of the date, place and time that a water tap is desired. The excavation for the tapper must be at least three feet wide and four feet long for taps up to two inches and must be at least four feet wide and six feet long where a cut must be made in the main. The excavation must be properly shored by the excavator in accordance with applicable Occupational Health and Safety Administration (OSHA) standards. The excavation shall be inspected by an authorized City representative prior to tapping.

If the City has to visit the job site more than once due to any reason not fully in the control of the City, including, without limitation, the excavation is not of sufficient size or is not properly dug, the plumber performing the work will be charged a \$250 fee, in addition to the regular tapping fee, for each time the City must return to the jobsite.

D. Reserved. —~~Notice To Director Of Public Works: Notice shall be left at the office of the director of public works by the plumber about to lay down service pipe, fixing, the day on which he wishes, the corporation stop inserted. This notice must be given two (2) days before the excavation for the insertion of the corporation stop.~~

\* \* \*

I. Service Pipe; Kind And Manner Of Laying: Service pipe intended to supply two (2) or more distinct premises or tenements, must be provided with a separate and distinct curb stop and box for each tenement, on the outside of the lot of which such tenement is located; but no more than two (2) houses shall be supplied from one service pipe. Each service pipe shall have its own independent tap, and have within the limit of the curb, at the edge of the sidewalk, a curb stop with a shutoff box not less than four feet (4') long. Every curb stop and shutoff box shall be subject to the

Additions are bold and double-underlined; ~~deletions are struck through.~~



inspection and acceptance of the director of public works. The taps shall be such as are in use by the department of public works. The sidewalk curb stop shall be the same size as corporation stop and the top of the stopbox shall be visible and even with the sidewalk, and placed at the outer edge of the sidewalk line. The service pipe shall extend to the lot line beyond the curb stop. The line of the service pipe shall be at right angles with the main, and the sidewalk curb stop shall be located directly opposite the tap in the main. The shutoff box shall be set plumb and in a substantial manner. The service pipe shall be laid not less than ~~four~~ five feet (4') below the established grade of the street in which it is laid, without regard to the depth of the street main. Service pipes shall have sufficient length to prevent fracture by settlement of earth, and the backfilling over the pipe must be satisfactorily rammed or puddled to the satisfaction of the water division foreman. After the corporation stop is inserted, the earth must be carefully rammed with a suitable rammer under the distributing pipes, to a level with the top thereof, before the connection is made. All such excavated areas shall be suitably barricaded and backfilled.

J. Occupants Not To Supply Water To Others: No owner or occupant of any building, premises or enclosure, to which city water is supplied, shall be allowed to supply water to other persons or structures. If so supplied, the water shall be cut off without notice and all associated expenses shall be paid for by the owners before service is restored.

K. Access To Premises: The director of public works or his authorized agents shall have full and free access, at all hours of the day between ~~seven o'clock~~ (7:00) A.M. and ~~six o'clock~~ (6:00) P.M., to all parts of every building, premises or enclosure, into which water shall be delivered or consumed. Upon a seven (~~7~~) day notice posted on the door, the director of public works or his authorized agents shall examine, inspect, obtain water samples and test the fixtures, service lines, water meters or water mains to ascertain whether there is any unnecessary waste of water or inaccurate registering of water usage. The director of public works shall notify the owner of any unnecessary water loss by mail, and request that such leak or problem be repaired within ~~ten~~ (10) days by a bonded, licensed plumber. Failure to comply shall be cause to have the water supply shut off until proper inspection and repairs are made.

\* \* \*

Q. Depth Of Pipes: Pipes shall be laid at not less than ~~four~~ five feet (4') below the ground surface and shall remain uncovered until inspected by the director of public works, the city engineer or their designee.

R. Penalty For Violating Rules And Regulations: For a violation of any of the above rules and regulations, or such other rules as the mayor and city council may hereafter adopt, the mayor and city council reserve the right to stop water service without any preliminary notice and not restore water service until all back water

Additions are bold and double-underlined; ~~deletions are struck through.~~

rents, costs and damages are paid, together with ~~thirty-five dollars (\$35.00)~~ **50.00** for the expense of turning off water and turning it on again, and upon a satisfactory understanding with the party that no further cause of complaint shall arise. The mayor and city council hereby reserve the full right, power and authority to cut off the supply of water at any time without incurring any liability or cause of action or damages of any kind, any permit granted or regulation to the contrary notwithstanding.

\* \* \*

**SECTION 3: WATER METERS.** Section 9-1-6, titled “Water Meters” of Chapter 1, titled “Water System Regulations,” Title 9, titled “Public Utilities,” of the City Code is hereby amended to read as follows:

“9-1-6: WATER METERS:

A. Meters Required: All water sold or supplied by the city shall be furnished through meters and shall be paid for at the meter rate now established by the city or as may hereafter, from time to time, be so established; prior to said date the owners of all property in the city in which water is used from the city system of water mains shall have installed, as hereinafter provided upon their respective premises, a water meter of the kind hereinafter designated; such meter shall be properly attached to the service pipe so as to correctly measure all city water used on such premises.

It shall be mandatory to provide a bypass system, complete with full shutoff valves, on all large water meters (1 1/2" and over in size) to prevent water service interruptions when overhauling said meters and the same shall apply to small sized water meters when the supply of water must be continuously maintained. Any person using the bypass system on such meters, to avoid paying for water, shall be fined as provided in section 9-1-11 of this chapter. **All bypass systems must be metered in accordance with this section.**

B. Type And Installation:

1. Type Of Meters: All meters meeting the American Waterworks Association standards as adopted in 1916, and amended thereafter, are hereby adopted and approved for exclusive use in the city. All meters shall also be equipped with an outside reading device; minimum elevation of said device shall be ~~forty two inches~~ **42 inches** above ground level. This shall include all new and replacement meter installations. Every meter which may be installed shall first be approved by the director of public works before it can be installed.

2. Meter Tests: All meters shall factory tested and calibrated before installation. If any property owner disputes the accuracy of a water meter, he has the following options:

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

- a. The meter can be tested by the department of public works; or
- b. The meter may be tested by an independent state and AWWA certified testing facility.

3. Installation Of Meters: ~~All meters installed by the property owner or occupant of the premises must be placed by a proper mechanic or plumber or some authorized agent of the city; and the~~ **The Director of Public Works, or their designee, will facilitate setting and sealing of all water meters. In no case will anyone be allowed to remove or replace any water meter without specific authorization from the Director of Public Works, or their designee.** The owner and occupant of the premises in which any such meter is installed shall be liable for the theft thereof and breakage by freezing or otherwise, or damage to it in any manner, and shall replace or repair the same or any part thereof within five (5) days after notice by the director of public works or other officer of the city and on failure to so comply with any such notice the water shall be shut off.

4. Placement: Upon all premises, the meter shall be set in the structure or basement as near as possible to where the service pipe enters such structure or basement.

C. Conducting Pipes: The conducting pipes of all meters shall be joined with tailpiece type unions or flanges.

D. Schedule Of Meter Prices: The schedule of prices for meters sold by the city to water consumers shall be as determined from time to time by resolution of the city council.

E. Repairs To Meters: The owner or occupant of any building or premises where any meter connected with the service pipes of the water supply system of the city is installed shall see that the meter is kept and remains free from obstructions on or around the same and that it is conveniently accessible at all reasonable times for the purpose of reading, inspecting or repairing the same, and the director of public works or other employee or agent of the city shall be permitted at all reasonable hours to inspect or examine the meter for the purpose of reading, **replacing** or repairing the same; and the water shall be turned off from any service pipe where the meter connected therewith shall not be kept free and accessible and repaired as herein required and the same shall not be turned on again until this subsection and all other provisions of this chapter have been complied with and the cost of turning off and turning on the water shall have been paid. **If for any reason the water cannot be turned off, the City may assess a \$50 administration fee every month until the customer allows access for the repair.** Any breakage to pipes or shutoff valves during a meter change or repair shall be the property owner's responsibility to repair.

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

\* \* \*

**SECTION 4: RATES.** Section 9-1-7, titled “Rates,” of Chapter 1, titled “Water System Regulations,” Title 9, titled “Public Utilities,” of the City Code is hereby amended to read as follows:

“9-1-7: RATES:

All persons connecting with the water system of the city or taking and using water from the city waterworks system shall pay for such water, as measured by the aforementioned meter, at the rates or fees set forth in this section.

\* \* \*

C. Outside Corporate Limits, Companies:

1. Companies located outside the city limits, seeking to purchase water from the city waterworks system, shall be required to contact the public works department and ~~arrange~~ apply for the rental of a hydrant meter and pay a nonrefundable permit fee of ~~fifty dollars (\$50)~~ \$100.00 for the use of such meter in addition to the rate charged for the water being drawn and metered from the hydrant. **The use of hydrant meters is at the discretion of the Director of Public Works, or their designee.** In instances where the company has a tanker truck to be filled, the city shall determine the rate charged for such water usage based on tanker capacity; such tankers ~~are~~ shall be filled at the city’s ~~water plant~~ pumping stations or other location determined by the Director of Public Works, or their designee.

2. A refundable deposit equal to the cost of the hydrant meter will be required. Any damage to the meter upon its return shall be deducted from this deposit before it is returned.

D. Periodic Billing; Exception: The city shall bill all consumers of city water periodically at intervals of approximately every one or ~~two (2)~~ months, as determined by the Director of Finance; however, all consumers whose annual bill for the last ~~twelve (12)~~ months was ~~one thousand two hundred dollars (\$1,200.00)~~ or more or whose annual bill is anticipated by the director of finance ~~and administrative services~~ to be the same amount or more may be billed on a monthly basis.

The rates charged by the city for water shall be as herein set forth; provided, that the bill for such water charges shall be paid within ~~twenty one (21)~~ days after the mailing of bills for the same. In the event that such water charges are not paid within ~~twenty one (21)~~ days after the mailing of bills, a penalty of ~~ten percent (10%)~~ percent of the amount of the billed water charges shall be added to the same and payable from the consumer.”

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

**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.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**VOTE:** Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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

ATTEST:

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

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved as to form:

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

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

DP-Ordinance Amending Water System Regulations

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

**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, MARCH 18, 2024**

**CALL TO ORDER**

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 7:00 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, March 18, 2024.

**ROLL CALL**

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

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Director of Public Works and Engineering Oakley, Director of Community and Economic Development Rogers, 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 Oskerka.

**PROCLAMATION**

Mayor Goczkowski took a moment to express gratitude to City Manager Bartholomew for his service and dedication to the community, and extended congratulations on his retirement.

City Clerk Mastalski read a proclamation by Mayor Goczkowski commemorating the retirement of City Manager Michael G. Bartholomew.

Mayor Goczkowski presented City Manager Bartholomew with the proclamation, an engraved crystal commemorative for his thirteen years of service, and a street sign named Bartholomew Way.

City Manager Bartholomew said a couple words mentioning his appreciation for all that was accomplished in building a City over his tenure, and thanked everyone for their support.

**PUBLIC COMMENT**

Dr. McKernan expressed her desire for a traffic light at Mannheim Road and Pratt Street.

Several residents expressed safety concerns regarding speeding near Cumberland Circle.

**ALDERMAN ANNOUNCEMENTS**

Alderman Smith mentioned an upcoming collection of business attire for veterans by Maine West and Des Plaines Chamber of Commerce; she stated she will have further information at the next meeting.

Alderman Charewicz mentioned three recent ribbon cuttings of new restaurants – Que Bola, Pita Pita, and Karavan. He also mentioned the next eighth ward meeting is April 2, 2024 at 7:00 p.m. at RecPlex. He also thanked City Manager Bartholomew for his work with the City, and he stated that had been an honor to have served with him.

Alderman Lysakowski congratulated City Manager Bartholomew on his retirement, and he stated that it has been a pleasure working with him for the past seven years.

Alderman Moylan stated it has been a pleasure working with City Manager Bartholomew, and thanked him stating that during his time here he put Des Plaines on the path to success.

Alderman Oskerka mentioned that on March 23<sup>rd</sup> from 10:00 a.m.-12:00 p.m. there will be a community clean-up at 5<sup>th</sup> Ave and Rose Ave organized by Amanda Gonzalez, weather permitting, otherwise it will be March 30<sup>th</sup>; he stated for residents to email him for further

information. He also thanked City Manager Bartholomew for all of the help and conversation over the last couple years.

Alderman Sayad reiterated that the ward meeting originally scheduled for March 21<sup>st</sup> has been cancelled, and the reschedule date will be announced at the next City Council meeting. He also mentioned that City will be hosting a police and fire celebration in May; further information will be available soon along with further information on the distribution of lights for bikes. He stated that he attended a banquet hosted by the Sisters of Nazareth and he commended them for a job well done. Alderman Sayad thanked City Manager Bartholomew for all that he has done, and he wished him a prosperous future.

Alderman Brookman stated it has been a pleasure working with City Manager Bartholomew. She mentioned that he has been a positive extension of the City; stating examples of his accomplishments throughout the years. Alderman Brookman thanked City Manager Bartholomew, and wished him rest and relaxation in the next chapter of his life.

Alderman Walsten thanked City Manager Bartholomew for his service, and he wish him all the best in his retirement.

**MAYORAL  
ANNOUNCEMENTS**

Mayor Goczkowski stated he is sorry to see City Manager Bartholomew go, but he thanked him for being dedicated to the transition plan.

**MANAGER'S  
REPORT**

City Manager Bartholomew thanked this City Council and all of the previous City Councils he had an opportunity to work with; he also thanked the people of Des Plaines for all their support and allowing him to be with the City for 13 years.

**CONSENT AGENDA**

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

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

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

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Minutes were approved; Ordinance M-3-24, M-4-24, Z-4-24 were adopted; Ordinance M-5-24 was approved; Resolutions R-65-24, R-66-24, R-67-24, R-68-24, R-69-24, R-70-24, R-71-24, R-72-24, R-75-24 were adopted.

**APPROVE AGRMT &  
TO 1/ PROF ENG  
SVCS/ CHASTAIN  
Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-65-24, A RESOLUTION APPROVING A MASTER SERVICES AGREEMENT AND TASK ORDER NO. 1 WITH CHASTAIN & ASSOCIATES, LLC FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-65-24**

**AUTH PURCH/ FORD  
VEHICLES/ CURRIE**  
Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-66-24, A RESOLUTION AUTHORIZING THE PURCHASE OF 17 FORD VEHICLES FROM CURRIE MOTORS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-66-24**

**APPROVE AGRMT/  
UPFIT TRK CHASSIS/  
HENDERSON**  
Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-67-24, A RESOLUTION APPROVING AN AGREEMENT WITH HENDERSON PRODUCTS, INC FOR THE UPFITTING OF TWO 5-TON TRUCK CHASSIS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-67-24**

**APPROVE PURCH/  
FORD F-250/ SUTTON**  
Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-68-24, A RESOLUTION AUTHORIZING THE PURCHASE OF A FORD F-250 PICK-UP TRUCK FROM SUTTON FORD. Motion declared carried as approved. unanimously under Consent Agenda.

**Resolution  
R-68-24**

**APPROVE PURCH/  
FORD F-150/  
RIDDINGS**  
Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-69-24, A RESOLUTION APPROVING THE PURCHASE OF A FORD F-150 FROM BOB RIDDINGS FORD. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-69-24**

**APPROVE AGRMT/  
TASTE SVCS/  
RAVENSWOOD**  
Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-70-24, A RESOLUTION APPROVING AN AGREEMENT WITH RAVENSWOOD EVENT SERVICES FOR SERVICES RELATED TO THE TASTE OF DES PLAINES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-70-24**

**APPROVE AGRMT/  
NUS ABATE & GRASS  
CUT SVCS/ CLAUSS  
BROTHERS**  
Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-71-24, A RESOLUTION APPROVING AN AGREEMENT WITH CLAUSS BROTHERS, INC. FOR NUISANCE ABATEMENT AND GRASS CUTTING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-71-24**

**APPROVE AGRMT/  
ASPHALT SEAL  
PROG/ DENLER**  
Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-72-24, A RESOLUTION APPROVING AN AGREEMENT WITH DENLER, INC. FOR THE 2024 ASPHALT CRACK SEALING-FIBERIZED PROGRAM. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-72-24**



**APPROVE & AUTH/**  
**IL CERT OF AUTH**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-75-24, A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ILLINOIS CERTIFICATE OF AUTHORITY. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-75-24**

**AMD CITY CODE/**  
**WTR SYS REG**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve First Reading of Ordinance M-5-24, AN ORDINANCE AMENDING THE CITY CODE REGARDING WATER SYSTEM REGULATIONS. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance**  
**M-5-24**

**SECOND READING/**  
**ORDINANCE**  
**M-3-24**  
**Consent Agenda**

Advanced to second reading by Brookman, seconded by Oskerka, to Adopt the Ordinance M-3-24, AN ORDINANCE MAKING APPROPRIATIONS TO DEFRAY THE EXPENSES OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS FOR MUNICIPAL PURPOSES DESIGNATED AS THE “ANNUAL APPROPRIATION ORDINANCE” FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/**  
**ORDINANCE**  
**M-4-24**  
**Consent Agenda**

Advanced to second reading by Brookman, seconded by Oskerka, to Adopt the Ordinance M-4-24, AN ORDINANCE AMENDING TITLE 7 OF THE CITY CODE REGARDING THE FEE FOR USE OF ELECTRIC VEHICLE CHARGING STATIONS IN CITY-OWNED PARKING LOTS AND FACILITIES. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/**  
**ORDINANCE**  
**Z-4-24**  
**Consent Agenda**

Advanced to second reading by Brookman, seconded by Oskerka, to Adopt the Ordinance Z-4-24, AN ORDINANCE APPROVING A MAJOR CHANGE TO A FINAL PLANNED UNIT DEVELOPMENT AND AN AMENDMENT TO A CONDITIONAL USE PERMIT FOR A LOCALIZED ALTERNATIVE SIGN REGULATION AT 2991-3025 MANNHEIM ROAD, 3401 ORCHARD PLACE, AND 1620-1630 HIGGINS ROAD, DES PLAINES, ILLINOIS (Case#24-007-FPUD-CU LASR). 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 March 4, 2024, 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 March 4, 2024, as published. Motion declared carried as approved unanimously under Consent Agenda.

**UNFINISHED**  
**BUSINESS**

**APPROVE VACATE**  
**ALY/ 170-190 S. DES**  
**PLAINES RIVER RD,**  
**1460 & 1484 RAND RD**  
**Ordinance**  
**M-25-23**

Chris Pesche, the authorized agent for the property owner Pesche’s Property South, LLC, has requested that the City vacate portions of public streets Sakas Drive and Woodland Avenue (rights-of-way) so that they have the ability to fully utilize the land as part of their commercial property. Pesche’s Property South, LLC currently owns all parcels abutting the public rights-of-way that are the subject of the vacation request.

The six properties abutting the subject rights-of-way encompass approximately 230,733 square feet (5.30 acres) and include several commercial buildings and surface parking areas.

The existing public rights-of-way totaling 17,222 square feet in area do not contain any utility lines. An appraisal was performed by Chicago Metro Realty Valuation Corporation; the appraisal assigns a market value of \$65,000.

Chris Pesche spoke on behalf of the request as the petitioner.

Moved by Walsten, seconded by Brookman, to Approve First Reading of Ordinance M-25-23 amending the draft ordinance so that the compensation is \$40,000.00, AN ORDINANCE VACATING A PUBLIC ALLEY AT 170-190 S. DES PLAINES RIVER ROAD, AND 1460 RAND AND 1484 RAND ROAD.

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.

General Counsel Friedman stated the ordinance passage requires a 3/4 affirmative vote of the Council, which equates to six affirmative votes.

Advanced to second reading by Charewicz, seconded by Sayad, to Adopt the Ordinance M-25-23 as amended to include a purchase price of \$40,000.00, AN ORDINANCE VACATING A PUBLIC ALLEY AT 170-190 S. DES PLAINES RIVER ROAD, AND 1460 RAND AND 1484 RAND ROAD.

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.

**NEW BUSINESS**

**FINANCE & ADMINISTRATION** – Alderman Sayad, Chair

**WARRANT REGISTER**  
**Resolution R-73-24**

Alderman Sayad presented the Warrant Register.

Alderman Sayad stated that as of the end of January 2024, the City has \$24,679,991.00 in the general fund.

Moved by Sayad, seconded by Brookman, to Approve the Warrant Register of March 18, 2024, in the Amount of \$4,137,401.79 and Approve Resolution R-73-24.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**COMMUNITY DEVELOPMENT** – Alderman Moylan, Chair

**CONSIDER APPROVING A RENEWED AND EXTENDED TEMP ABEYANCE OF**

Director of Community & Economic Development Rogers reviewed a memorandum dated March 8, 2024.

The Holiday Inn Express and Suites hotel at 3001 Mannheim Road in the Orchards at O’Hare development has been operating a commercial parking lot use since approximately mid-July

**ENFORCE AGRMT**  
**BTW THE CITY,**  
**PROMINENCE**  
**HOSPITALITY**  
**GROUP, & O'HARE**  
**REAL ESTATE LLC**  
**Resolution**  
**R-74-24**

2021. This activity is not allowed at the C-3-zoned property without a conditional use permit and is also not permitted by the ordinance approving the Orchards at O'Hare planned unit development (PUD). However, from 2021 through 2023, the City Council passed four separate resolutions (R-189-21, November 15, 2021; R-110-22, June 20, 2022; R-208-22, December 5, 2022, and R110-23, June 5, 2023) to enter into and maintain a compliance and temporary abeyance of enforcement agreement with the property owner to allow the activity to occur. This agreement expired on December 31, 2023.

The property owner/hotel management (Prominence) have submitted a request to the Council to extend the temporary allowance via an amended agreement, with termination upon any of the following conditions, whichever comes first: (i.) any construction activity on Lot 5 of the development; (ii.) the issuance of occupancy (temporary or permanent) for the proposed Cilantro Taco/Ostra's restaurants, which are connected to the hotel; or (iii.) June 15, 2024.

The commercial parking activity is driven by visitors (typically O'Hare Airport travelers) reserving a parking space through third-party apps and websites such as Way.com.

The property lies within the O'Hare Corridor Privilege Area and is subject to a \$1 per car daily parking tax, which has been remitted monthly to the City since December 2021.

The renewed and extended agreement stipulates the following requirements for property ownership:

- Remit as required by the Finance Department the \$1-per-car, per-day O'Hare Privilege Corridor Parking Tax;
- Maintain a Parking Lot Permit from the City in good standing at all times when conducting the Commercial Parking;
- Confine the commercial parking activity to the hotel parcel, Lot 3, and Lot 5, in the development;
- Prevent commercial parking from interfering with the parking needs of the hotel or any other development and business activity within the Planned Development Property, avoiding a parking shortage for any existing use within the development;
- Conduct commercial parking only on a hard, all-weather, dustless surface in permanently striped parking spaces, with drive aisle widths and parking space dimensions that comply with Section 12-9- 6 of the Zoning Ordinance; and
- Maintain all portions of the Orchards at O'Hare development free of nuisances and undue service demand from the City of Des Plaines, including but not limited to property maintenance code enforcement and public safety (Police and Fire)
  - Related: To activate the agreement, all property maintenance issues must be inspected and resolved, and any owed fees or fines must be paid.

Petitioner did not attend the meeting.

Multiple Aldermen expressed frustration with the petitioner not attending the meeting, the petitioner's delay with development, and the petitioner being continually out of compliance.

City Manager Bartholomew stated he spoke with General Counsel Friedman in terms of penalty, stating while the City cannot levy penalties, if June 15<sup>th</sup> arrives and the petitioner is not vacated, the City may be able to withhold the hotel/motel tax, the sales tax, and the TIF sharing agreement until he is in compliance.

Multiple Aldermen expressed desire to follow such withholdings if the petitioner once again becomes out of compliance. Multiple Aldermen also expressed they will not consider any further parking agreements with the petitioner beyond June 15<sup>th</sup>; and that staff should notify

the petitioner of the likelihood of no further extension with possible implementation of tax withholding if the petitioner is not in compliance.

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-74-24, A RESOLUTION APPROVING A RENEWED AND EXTENDED TEMPORARY ABEYANCE OF ENFORCEMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES, PROMINENCE HOSPITALITY GROUP, AND O’HARE REAL ESTATE LLC.

Upon roll call, the vote was:

AYES: 5 - Brookman, Walsten, Smith, Charewicz;  
Mayor Goczkowski

NAYS: 4 - Lysakowski, Moylan, Oskerka, Sayad

ABSENT: 0 - None

Motion declared carried.

**ADJOURNMENT**

Moved by Brookman, seconded by Walsten, to adjourn the meeting. Upon voice vote, motion declared carried. The meeting adjourned at 8:36 p.m.

\_\_\_\_\_  
Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
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: March 20, 2024  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-81-24, April 1, 2024, Warrant Register

**Recommendation:** I recommend that the City Council approve the April 1, 2024, Warrant Register Resolution R-81-24.

Warrant Register.....\$2,872,090.46

**Estimated General Fund Balance**  
Balance as of 02/29/2024: \$26,664,921  
*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-81-24**

**Be it resolved by the City Council of the City of Des Plaines that the following bills are due and payable and that the Mayor and City Clerk be and are hereby authorized to make payment for same.**

**April 1, 2024**

# City of Des Plaines

## Warrant Register 04/01/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 100 - General Fund</b>						
<b>Elected Office</b>						
<b>Division: 110 - Legislative</b>						
1	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	24998	Mayor's Annual Address to Business 03/07/2024 -16 Attendees	200.00
2	6000	Professional Services	8452 Anderson Legislative Consulting LTD	03-2024	Lobbyist Services - March 2024 - R-120-23	5,420.00
3	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	4376	Lobbyist Services - March 2024 - R-215-23	5,000.00
4	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	4397	Lobbyist Services - February 2023 - R-193-22	5,000.00
<b>Total 110 - Legislative</b>					<b>15,620.00</b>	

<b>Division: 120 - City Clerk</b>						
5	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	24998	Mayor's Annual Address to Business 03/07/2024 -16 Attendees	40.00
6	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8006468650	Shredding Services 02/09-03/01/2024	85.17
7	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031024	Water Delivery Services 02/29/2024	8.00
<b>Total 120 - City Clerk</b>					<b>133.17</b>	

<b>Total 10 - Elected Office</b>					<b>15,753.17</b>
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<b>City Administration</b>						
<b>Division: 210 - City Manager</b>						
8	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	24998	Mayor's Annual Address to Business 03/07/2024 -16 Attendees	40.00
9	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	01-24	Legal Fees for Administrative Hearings January 2024	900.00
10	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	02-24	Legal Fees for Administrative Hearings February 2024	900.00
11	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	09-23	Legal Fees for Administrative Hearings September 2023	900.00
12	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	10-23	Legal Fees for Administrative Hearings October 2023	900.00
13	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	11-23	Legal Fees for Administrative Hearings November 2023	900.00
14	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	12-23	Legal Fees for Administrative Hearings December 2023	900.00
15	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	17976	Legal Fees - February 2024	4,818.75
16	7000	Office Supplies	1644 Warehouse Direct Inc	5676548-0	Copy Paper, Ergonomic Footrest	100.98
17	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031024	Water Delivery Services 02/29/2024	56.46
<b>Total 210 - City Manager</b>					<b>10,416.19</b>	

<b>Division: 230 - Information Technology</b>						
18	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	24998	Mayor's Annual Address to Business 03/07/2024 -16 Attendees	40.00

# City of Des Plaines

## Warrant Register 04/01/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
19	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031024	Water Delivery Services 02/29/2024	59.46
<b>Total 230 - Information Technology</b>					<b>99.46</b>	

<b>Division: 240 - Media Services</b>						
20	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	24998	Mayor's Annual Address to Business 03/07/2024 -16 Attendees	80.00
21	5335	Travel Expenses	9050 Adamo, Angela	Reimb 2/27/24	Social Media Tools & Techniques FEMA Class (PERS-344) 02/27/2024	25.46
22	7000	Office Supplies	1644 Warehouse Direct Inc	5681509-0	3 Packs of Post-It Pads, 2 Desk Trays, 6 Notebooks, Etc.	102.21
23	7200	Other Supplies	2016 Signarama	44455	2 Nameplates, 1 Nametag for City Manager 02/26/2024	88.50
<b>Total 240 - Media Services</b>					<b>296.17</b>	

<b>Division: 250 - Human Resources</b>						
24	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	24998	Mayor's Annual Address to Business 03/07/2024 -16 Attendees	40.00
25	5340	Pre-Employment Testing	1267 Northwest Community Hospital	33289	1 Post, 2 Pre-Employment Testing 2/1-2/13/2024	100.00
26	5340	Pre-Employment Testing	8533 Justifacts Credential Verification	381703	Pre-Employment Background Screening Services 1/14-2/26/2024	1,043.82
27	5345	Post-Employment Testing	1267 Northwest Community Hospital	33289	1 Post, 2 Pre-Employment Testing 2/1-2/13/2024	66.00
28	5345	Post-Employment Testing	7857 Language Testing International Inc	L81567-IN	2 Language Tests - Spanish 02/29-03/05/2024	248.00
29	6105	Records Preservation	1370 Microsystems Inc	088146	Termed Personnel File Scanning 12/07/2023 & 12/13/2023	11,440.40
30	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8006468650	Shredding Services 02/09-03/01/2024	85.17
31	7000	Office Supplies	1644 Warehouse Direct Inc	5677468-0	1 Pk of Ball Pens, 2 Pks of Post-It Flags	37.05
32	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031024	Water Delivery Services 02/29/2024	46.97
<b>Total 250 - Human Resources</b>					<b>13,107.41</b>	

<b>Total 20 - City Administration</b>					<b>23,919.23</b>
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<b>Department: 30 - Finance</b>						
33	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	24998	Mayor's Annual Address to Business 03/07/2024 -16 Attendees	40.00
34	6000	Professional Services	2071 Lauterbach & Amen, LLP	87825	Prep of the Actuarial Report for FY 2023-GASB 67/68-Firefighters	2,280.00

# City of Des Plaines

## Warrant Register 04/01/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
35	6000	Professional Services	2071 Lauterbach & Amen, LLP	87826	Prep of the Actuarial Report for FY 2023-GASB 67/68-Police	2,280.00
36	6000	Professional Services	2071 Lauterbach & Amen, LLP	87915	Prep of the Actuarial Report for FY 2023-GASB 74/75-City	950.00
37	6110	Printing Services	1233 Press Tech Inc	52450	1 Box of Business Cards 03/12/2024	30.00
38	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8006468650	Shredding Services 02/09-03/01/2024	85.17
39	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031024	Water Delivery Services 02/29/2024	146.89
<b>Total 30 - Finance</b>					<b>5,812.06</b>	

Community Development						
Division: 410 - Building & Code Enforcement						
40	6000	Professional Services	6315 B&F Construction Code Services Inc	63884	Plan Review 3/13/2024 Project #1130220	225.00
41	6000	Professional Services	6315 B&F Construction Code Services Inc	63891	Plan Review 3/13/2024 Project #1130203	1,978.89
42	6000	Professional Services	6315 B&F Construction Code Services Inc	64001	Plan Review 3/13/2024 Project #1130279	225.00
43	6000	Professional Services	8629 Health Inspection Professionals Inc	716	January 2024 Health Inspection and Plan Review Services	9,900.00
44	6000	Professional Services	8629 Health Inspection Professionals Inc	717	February 2024 Health Inspection and Plan Review Services	11,850.00
45	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	DP9618	February 2024 Elevator Inspection Services	592.00
46	6025	Administrative Services	7961 BridgePay Network Solutions LLC	38249	Utility Web, Business License Trans & EnerGov Fees Feb 2024	7.00
47	6025	Administrative Services	7961 BridgePay Network Solutions LLC	38249	Utility Web, Business License Trans & EnerGov Fees Feb 2024	41.30
48	6025	Administrative Services	7961 BridgePay Network Solutions LLC	38249	Utility Web, Business License Trans & EnerGov Fees Feb 2024	0.10
49	7000	Office Supplies	1644 Warehouse Direct Inc	5680696-0	2 Boxes of Files, 1 Pack of Tape, 1 Pack of Post-it Notes	70.34
50	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031024	Water Delivery Services 02/29/2024	134.40
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>25,024.03</b>	

Division: 420 - Planning & Zoning						
51	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	24998	Mayor's Annual Address to Business 03/07/2024 -16 Attendees	40.00
52	6100	Publication of Notices	1050 Journal & Topics Newspapers	191917	Legal Notices 2/21/24 for PZB Mtg 3/12/2024	175.56
<b>Total 420 - Planning &amp; Zoning</b>					<b>215.56</b>	

<b>Total 40 - Community Development</b>					<b>25,239.59</b>
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# City of Des Plaines

## Warrant Register 04/01/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Public Works &amp; Engineering</b>					
<b>Division: 100 - Administration</b>					
53	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	24998 Mayor's Annual Address to Business 03/07/2024 -16 Attendees	40.00
54	6040	Waste Hauling & Debris Removal	6988 Lighting Resources LLC	53-18829 Light Bulb Recycling - 02/28/2024	1,919.41
55	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000057838 Kronos User Fee - February 2024	196.98
56	6300	R&M Software	8974 Ritter GIS Incorporated	21744 TO#1 Implementation of Cityworks - 02/11-03/10/2024, R-195-23	26,572.50
<b>Total 100 - Administration</b>					<b>28,728.89</b>
<b>Division: 510 - Engineering</b>					
57	6305	R&M Equipment	8632 Imaging Essentials Inc	CONTINV007472 Engineering Plotter Service Contract 03/01/24-02/28/25	1,209.00
<b>Total 510 - Engineering</b>					<b>1,209.00</b>
<b>Division: 520 - Geographic Information Systems</b>					
58	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	7227 R-201-23 Geographic Information System Support 02/01-02/29/2024	19,170.36
<b>Total 520 - Geographic Information Systems</b>					<b>19,170.36</b>
<b>Division: 530 - Street Maintenance</b>					
59	6110	Printing Services	2016 Signarama	44463 20 Zoning Sign Decals 02/28/2024	170.00
60	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	43236 Tree Trimming - Zone 3 - 02/23/2024 R-153-23	41,477.00
61	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	43514 Tree Trimming - Zone 3 - 03/08/2024 R-153-23	49,146.00
62	6195	Miscellaneous Contractual Services	1367 Meade Inc	707677 EVP Repairs - Rand/Golf Rds - 02/12/2024	2,795.00
63	6195	Miscellaneous Contractual Services	8581 Davey Resource Group	9000033762 Zone 1 Tree Inventory Update - 03/04/2024	14,500.00
64	7000	Office Supplies	1644 Warehouse Direct Inc	5680790-0 Pads, Copy Paper, Permanent Markers - PW	16.44
65	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	0522754 2 Storage Cases	35.96
66	7030	Supplies - Tools & Hardware	1550 Addison Building Material Co	101554 Brooms, Broom Handles & Handle Braces	56.02
67	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	30162A Tape Measure & Measuring Wheels	113.97
68	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	30923 Organizer & 10 Water Proof Bins - PW 5147	63.89
69	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	31283 2 Propane Cylinders	169.97
70	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	9073337 Bit Sets & Kneeling Pad	58.82

# City of Des Plaines

## Warrant Register 04/01/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
71	7030	Supplies - Tools & Hardware	1103 Casey Equipment Co	P09912	Asphalt Tools	85.00
72	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI20516250	Handheld Blower	208.00
73	7035	Supplies - Equipment R&M	6799 Kimco USA Inc	10093	Vibrator Switch with Capacitor	165.20
74	7050	Supplies - Streetscape	1255 Neenah Foundry Company	144393	2 Tree Grates	1,356.76
75	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	132977	12.10 Tons Asphalt - 01/22/2024	1,996.50
76	7055	Supplies - Street R&M	1057 Menard Incorporated	30219	Barricade Trailer Accessories	176.00
77	7055	Supplies - Street R&M	1057 Menard Incorporated	30932	Tool Bag & Spray Bottles	36.60
78	7055	Supplies - Street R&M	1723 Hall Signs Inc	83586	Sign Making Materials	2,148.66
79	7055	Supplies - Street R&M	1043 WW Grainger Inc	9034237488	6 Quartz Bulbs	92.76
80	7160	Ice Control	5364 Conserv FS Inc	65169595	100 Bags Ice Melt	1,516.43
81	7200	Other Supplies	1057 Menard Incorporated	30642	4 Sideboards	68.12
82	7200	Other Supplies	1057 Menard Incorporated	31094	Lumber - PW 5091	21.58
83	7300	Uniforms	2067 Cutler Workwear	PS-INV031712	20 Pairs Jeans & 4 Pairs Boots - Quartermaster Uniforms	404.85
<b>Total 530 - Street Maintenance</b>					<b>116,879.53</b>	

<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>						
84	6000	Professional Services	2506 Trotter & Associates Inc	23019	TO #7 Switchgear Eng - City Hall - 01/29-02/29/2024, R-219-23	2,038.50
85	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	230597	Annual Fire Extinguisher Inspection - Food Pantry - 03/04/2024	99.90
86	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	230636	Annual Fire Extinguisher Inspection - PW - 03/05/2024	817.85
87	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	230637	Annual Fire Extinguisher Inspection - Theater - 03/05/2024	1,076.50
88	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4178903355	Mat Service - Metra Train Station - 01/03/2024	38.28
89	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4184773346	Mat Service - Metra Train Station - 02/28/2024	39.51
90	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4185492017	Mat Service - Metra Train Station - 03/06/2024	39.51
91	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4185492024	Mat Service - Police Station - 03/06/2024	143.21



# City of Des Plaines

## Warrant Register 04/01/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
92	6195	Miscellaneous Contractual Services	5214 State Industrial Products	903264450 Drain Maintenance Program 03/08/2024 - City Hall	119.41
93	6315	R&M Buildings & Structures	5982 Mr Duct Inc	00115552 Duct Cleaning - Fire Station #61 - 03/05/2024	2,730.00
94	6315	R&M Buildings & Structures	5982 Mr Duct Inc	00115591 Duct Cleaning - Fire Station #62 - 03/06/2024	695.00
95	6315	R&M Buildings & Structures	5982 Mr Duct Inc	00115608 Duct Cleaning - Fire Station #63 - 03/06/2024	1,235.00
96	6315	R&M Buildings & Structures	1025 Bedco Inc	099631 HVAC Preventative Maintenance - 03/11/2024, R-220-22	1,380.00
97	6315	R&M Buildings & Structures	1025 Bedco Inc	099631 HVAC Preventative Maintenance - 03/11/2024, R-220-22	2,817.50
98	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	97250 Overhead Door Repair - EMA Building - 03/11/2024	414.00
99	6315	R&M Buildings & Structures	8772 Helm Service	CHI195611 HVAC Repair - Metra Train Station - 02/22/2024	1,286.00
100	6315	R&M Buildings & Structures	8772 Helm Service	CHI195612 Venter Motor Replacement - Fire Station #61 - 02/21/2024	754.64
101	6315	R&M Buildings & Structures	8772 Helm Service	CHI195746 Materials for Repairs - Theater - 02/23/2024	490.10
102	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-84455-W3N2 Monthly Elevator Inspections-CH, PD, Metro, Library-March 2024	499.00
103	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-84455-W3N2 Monthly Elevator Inspections-CH, PD, Metro, Library-March 2024	180.00
104	7000	Office Supplies	1644 Warehouse Direct Inc	5680790-0 Pads, Copy Paper, Permanent Markers - PW	16.44
105	7025	Supplies - Custodial	1028 Case Lots Inc	23101 Can Liners & Hand Soap - City Hall	1,622.55
106	7025	Supplies - Custodial	1057 Menard Incorporated	31097 Fabuloso Cleaner	23.78
107	7025	Supplies - Custodial	1029 Cintas Corporation	4184773403 Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	196.29
108	7025	Supplies - Custodial	1029 Cintas Corporation	4185492078 Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	307.89
109	7025	Supplies - Custodial	8244 Des Plaines Ace Hardware	5429 Dishwashing Detergent - PW	1.79
110	7030	Supplies - Tools & Hardware	2028 Northwest Electrical Supply	17596745 Vinyl Tape	17.35
111	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	30209 Framing Nails	96.98
112	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	31196 2 Paint Cups	5.94
113	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	31201 Mounting Tape	4.49
114	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	5404 Paint Trays	8.07
115	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	7614963 Hole Saw Kit & Folding Knife	99.34

# City of Des Plaines

## Warrant Register 04/01/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
116	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0071865	Ceiling Tiles - City Hall	28.98
117	7045	Supplies - Building R&M	1550 Addison Building Material Co	100781	Wall Panels - City Hall Media	29.75
118	7045	Supplies - Building R&M	1057 Menard Incorporated	29669	Teflon Paste, Nipple, Strap, Valve, Plugs, Etc. - PW	81.11
119	7045	Supplies - Building R&M	1057 Menard Incorporated	29672	Drywall & Framing Lumber - City Hall Media	29.48
120	7045	Supplies - Building R&M	1057 Menard Incorporated	30208	Returned Cable Rail Assembly - Fire Station #61	(64.26)
121	7045	Supplies - Building R&M	1057 Menard Incorporated	30213	PVC Coupling, Coupler, Hacksaw, Primer, Cement - PW	50.80
122	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	3028764	PVC Pipes, Elbows, Couplings - PW	897.62
123	7045	Supplies - Building R&M	1057 Menard Incorporated	30815	Washers & Bolts - Fire Station #61	9.48
124	7045	Supplies - Building R&M	1057 Menard Incorporated	30969	Painting Supplies - Fire Station #63	20.46
125	7045	Supplies - Building R&M	1057 Menard Incorporated	30975	Tape & Rags - City Hall Media	20.48
126	7045	Supplies - Building R&M	1057 Menard Incorporated	31093	2 Tracks - City Hall-Media Studio Renovation	49.94
127	7045	Supplies - Building R&M	1057 Menard Incorporated	31151	Velcro, Wire Brush, Bucket, Paint Tool, Etc. - City Hall 3rd Fl	49.68
128	7045	Supplies - Building R&M	1057 Menard Incorporated	31169	Door Stop Kickdown - City Hall Media	9.98
129	7045	Supplies - Building R&M	1057 Menard Incorporated	31248	Electrical Box Cover - City Hall	18.72
130	7045	Supplies - Building R&M	1057 Menard Incorporated	31399	Fender Washer, Hex Bolts, Brace, Clevis Hanger - PW	82.52
131	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	5401	Plaster, Scraper, Joint Knife - City Hall	30.57
132	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6027434	Mini Rollers & Mini Tray - Metra Station	34.63
133	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7027294	Touch Up Kit & Sand - Fire Station #61	14.19
134	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9027027	Toe Kick Board - Fire Station #61	38.00
135	7045	Supplies - Building R&M	1043 WW Grainger Inc	9038338316	Filter Cartridges & Air Filters - Police & City Hall	77.04
136	7045	Supplies - Building R&M	1043 WW Grainger Inc	9038338316	Filter Cartridges & Air Filters - Police & City Hall	124.84
137	7045	Supplies - Building R&M	1237 Pro-Line Door Systems Inc	97231	Overhead Door Seal - Library	210.00
138	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/068864	3 Dimmer Switches - City Hall Media	85.56
139	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/068967	Receptacles - City Hall Media	10.80
140	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	X21883	Exit Button Door Entry System - City Hall	97.79
141	7200	Other Supplies	1057 Menard Incorporated	31096	7 Cases Bottled Water	24.36

# City of Des Plaines

## Warrant Register 04/01/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
142	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	2020100	Utility Cart	149.00
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>21,506.34</b>	

<b>Division: 540 - Vehicle Maintenance</b>						
143	6115	Licensing/Titles	6029 Magak, Ralph	Reimb12/14/23	Reimb 2022 Ford Transit E-Van Plates 12/14/2023 One-Time Fee	173.89
144	6135	Rentals	1029 Cintas Corporation	4184854859	Mechanic's Uniform Rental - 02/28/2024	241.98
145	6135	Rentals	1029 Cintas Corporation	4185500067	Mechanic's Uniform Rental - 03/06/2024	236.74
146	6310	R&M Vehicles	1643 Golf Mill Ford	900313	Engine, Axel & Hub Replacement - Police 6088 - 02/26/2024	6,788.34
147	6310	R&M Vehicles	1539 Rex Radiator Sales & Distribution	B140536	Radiator Recore - Fire 7603 - 03/04/2024	2,795.00
148	7000	Office Supplies	1644 Warehouse Direct Inc	5680790-0	Pads, Copy Paper, Permanent Markers - PW	16.44
149	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0418260	Oil Filters & Transmission Oil - Police Stock	362.13
150	7040	Supplies - Vehicle R&M	8827 VGP Holdings LLC	134444929	Windshield Washer Solvent & Engine Oil	1,011.02
151	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-184925	Motor Oil - PW 2038	44.34
152	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	27114	Rub Rails - Fire Stock	712.80
153	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1366156	Brake Pads, Rotors, & Sway Bar Links - Police 6023	262.85
154	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1366157	Motor Oil - Police 6023	59.94
155	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1366603	2 Control Arms - Police 6073	319.98
156	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	411089783	3 Tires - Fire 7512	425.39
157	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	568644P	Piston Pin & Retain Clips - Police 6071	29.01
158	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	568672P	Bushings - Police 6073	24.72
159	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	568683P	Wire Harness - Police 6102	80.14
160	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	568838P	Front Struts, Shocks, Insulation Pad, Etc. - Police 6102	780.82
161	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	568931P	Fuel Cap - Fire 7610	3.88
162	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	569114P	O2 Sensor - Police 6512	190.54
163	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	569140P	EGR Valve - Police 6102	134.84
164	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	569146P	Lock Nut - Police 6088	5.60
165	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	569234P	Coolant Hose - Police 6102	134.66

# City of Des Plaines

## Warrant Register 04/01/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
166	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	569311P Bolt Kit - Police 6102	18.00
167	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	887759 Filters - PW Stock	155.10
168	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	887764 Blower Motor - PW 5903	86.30
169	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	888073 Warranty Credit for Battery, Core & Spark Plugs - PW Stock	(176.20)
170	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	888081 Paint & Grommets - PW 5147	36.10
171	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	888127 O2 Sensors & Gasket Set - Fire 7522	209.05
172	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	888136 Panel Filter - Fire 7522	18.19
173	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	888194 Fitting - Fire 7607	11.56
174	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	888244 Bulk Wire - PW 5147	63.04
175	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	888289 Fuel Line Fitting & Filter - PW 2039	48.54
176	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	888555 Brake Pads & Rotors - PW 5101	323.52
177	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	888732 Batteries & Core Deposits - PW Stock	1,130.44
178	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	888756 Diesel Exhaust Fluid - PW Stock	179.85
179	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	904296 Motor Mount Replacement Part Only - Police 6088	166.67
180	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101151070:01 Fuel Water Separator Element - Stock	371.88
181	7320	Equipment < \$5,000	1450 Terrace Supply Co	0071035161 Torch Hoses - Shop Equipment	131.10
<b>Total 540 - Vehicle Maintenance</b>					<b>17,608.19</b>

<b>Total 50 - Public Works &amp; Engineering</b>	<b>205,102.31</b>
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Police Department						
Division: 100 - Administration						
182	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	24998	Mayor's Annual Address to Business 03/07/2024 -16 Attendees	40.00
183	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	25092	Mayor's Annual Address to Business 03/07/2024 - 2 DC Police	80.00
<b>Total 100 - Administration</b>					<b>120.00</b>	

Division: 610 - Uniformed Patrol						
184	5325	Training	1261 North East Multiregional Training Inc	347644	Street Crimes Class 2/13-2/15/2024 (2 Ofc)	650.00
185	6110	Printing Services	1233 Press Tech Inc	52424	3 Boxes of Business Cards 2/29/2024	60.00
186	7200	Other Supplies	2509 Lynn Peavey Co	407617	Evidence Rifle Boxes 25/Pack	89.25

# City of Des Plaines

## Warrant Register 04/01/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
187	7300	Uniforms	1244 Ray O'Herron Company Inc	2328855	Replacement Uniform Pants for Officer	65.95
188	7300	Uniforms	1244 Ray O'Herron Company Inc	2329350	Uniforms for New Officer	53.99
<b>Total 610 - Uniformed Patrol</b>					<b>919.19</b>	

<b>Division: 620 - Criminal Investigation</b>						
189	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	02443329	Investigations Database 1/26-2/25/2024	100.00
190	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20240229	Investigations Database 2/1-2/29/2024	231.00
191	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	849824924	Investigations Database 2/1-2/29/2024	385.62
<b>Total 620 - Criminal Investigation</b>					<b>716.62</b>	

<b>Division: 630 - Support Services</b>						
192	6000	Professional Services	5975 Aero Removals Trisons Inc	21088CR765	Removal and Transport of 2 Deceased February 2024	850.00
193	6110	Printing Services	1233 Press Tech Inc	52424	3 Boxes of Business Cards 2/29/2024	30.00
194	6195	Miscellaneous Contractual Services	8566 Andy Frain Services Inc	354472	2024 Crossing Guard Services 2/1-2/9/2024 R-54-23	39,006.53
195	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8006468650	Shredding Services 02/09-03/01/2024	425.89
196	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-24020-2	2024 Service Agreement for Range Cleaning and Maint 2/29/2024	529.20
197	7000	Office Supplies	1644 Warehouse Direct Inc	5681816-0	Notepads, Markers, Sheet Protectors	60.77
198	7000	Office Supplies	1644 Warehouse Direct Inc	5683058-0	Rubber Stamp	37.99
199	7015	Supplies - Police Range	1244 Ray O'Herron Company Inc	2327757	50 Boxes of 9mm, 20 Boxes of 5.56mm Ammunition	13,140.00
200	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031024	Water Delivery Services 02/29/2024	84.44
201	7310	Publications	1683 Thomson Reuters	849778170	West's Criminal Law and Procedure-2 Books	502.00
202	8000	Computer Software	8154 DACRA Tech LLC	DT 2024-02-044	Dacra Software Licensing 2/1-2/29/2024	3,250.00
<b>Total 630 - Support Services</b>					<b>57,916.82</b>	

<b>Total 60 - Police Department</b>					<b>59,672.63</b>
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<b>Fire Department</b>						
<b>Division: 100 - Administration</b>						
203	5310	Membership Dues	1349 MABAS Mutual Aid Box Alarm System Division 3	AD2401	2024 Annual Division 3 Dues - Dept-Wide	5,000.00
204	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	24998	Mayor's Annual Address to Business 03/07/2024 -16 Attendees	40.00

# City of Des Plaines

## Warrant Register 04/01/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
205	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031024	Water Delivery Services 02/29/2024	58.97
<b>Total 100 - Administration</b>					<b>5,098.97</b>	

<b>Division: 710 - Emergency Services</b>						
206	5325	Training	8048 Firehouse Strength & Fitness LLC	2	Training - 200 RSA Prescriptions January-May 2024	4,000.00
207	5325	Training	1047 Home Depot Credit Svcs	5034300	Spring Clamp, Cables, Etc. - Training Supplies Only	221.36
208	5325	Training	3792 Illinois, University of	UFIWA321	Instructor III - 02/05/24 - Paramedic	675.00
209	5345	Post-Employment Testing	1267 Northwest Community Hospital	33321	6 Fire Annual Physicals 2/9-2/26/2024	2,130.00
210	6035	Dispatch Services	5973 Emergency Twenty Four Inc	78729	Elevator Alarm Dispatch Fees - January 2024	1,331.00
211	6035	Dispatch Services	5973 Emergency Twenty Four Inc	80124	Elevator Alarm Dispatch Fees - February 2024	1,359.00
212	6195	Miscellaneous Contractual Services	7779 FNX Coyote LLC	20240303B	Retirement Plaque Engraving 3/3/2024 - Engineer	55.00
213	6195	Miscellaneous Contractual Services	8920 Finer Line Inc, The	92445	Retirement Brick for Station 61 02/16/2024 - Engineer	64.99
214	7025	Supplies - Custodial	1043 WW Grainger Inc	9002166115	Tile and Grout Cleaner	82.09
215	7025	Supplies - Custodial	1043 WW Grainger Inc	9013070272	2 Canisters Laundry Detergent	201.94
216	7025	Supplies - Custodial	1043 WW Grainger Inc	9026323361	Misc Cleaning Supplies, 2 Squeegees	896.49
217	7025	Supplies - Custodial	1043 WW Grainger Inc	9031788251	2 Cases Cloth Rags	130.98
218	7025	Supplies - Custodial	1043 WW Grainger Inc	9031788269	Misc. Cleaning Supplies	835.62
219	7025	Supplies - Custodial	1043 WW Grainger Inc	9031788277	6 Cases Paper Towels, 4 Cases Toilet Paper, Janitor Cart	840.69
220	7025	Supplies - Custodial	1043 WW Grainger Inc	9960476134	Misc Cleaning Supplies	882.43
221	7035	Supplies - Equipment R&M	2626 Alpha Prime Communications	119401	Mobile Radio Repl-Amb 63-Warranty is No Charge 2/23/24-2/23/27	1,898.74
222	7200	Other Supplies	3297 Bound Tree Medical LLC	85265434	Inflatable Cushion Mask for Infants - Pack of 20	63.00
223	7200	Other Supplies	1043 WW Grainger Inc	9001171520	Safety Knife	9.68
224	7200	Other Supplies	1043 WW Grainger Inc	9013210621	2 Water Hoses, 3 Water Nozzles	51.20
225	7200	Other Supplies	7767 Quench USA Inc	INV07061335	Water Dispenser Station 61 - 02/29 - 05/31/2024	297.97
226	7200	Other Supplies	1571 Welding Industrial Supply	R03174760	15 Cylinders - February 2024	161.45
227	7300	Uniforms	3212 On Time Embroidery Inc	120288	7 Shirts - Paramedic	210.00
228	7300	Uniforms	3212 On Time Embroidery Inc	120487	1 Short, 1 Pant - Lieutenant	143.00

# City of Des Plaines

## Warrant Register 04/01/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
229	7300	Uniforms	3212 On Time Embroidery Inc	120723	2 Shirts, 1 Cap - Paramedic	46.00
230	7300	Uniforms	3212 On Time Embroidery Inc	120747	1 Belt, 3 Pants, 1 Short - Paramedic	337.00
231	7300	Uniforms	3212 On Time Embroidery Inc	120765	2 Pants, 2 Shorts, 1 Boot - Paramedic	393.00
232	7300	Uniforms	3212 On Time Embroidery Inc	120827	1 Short, 2 Pants - Lieutenant	214.00
233	7300	Uniforms	3212 On Time Embroidery Inc	120886	3 Pants, 2 Shorts - Paramedic	378.00
234	7300	Uniforms	3212 On Time Embroidery Inc	120936	2 Pants, 3 Shorts - Battalion Chief	324.00
235	7300	Uniforms	3212 On Time Embroidery Inc	120981	2 Shorts, 1 Pants - Paramedic	174.00
236	7300	Uniforms	3212 On Time Embroidery Inc	121225	3 Shorts - Paramedic	168.00
237	7300	Uniforms	3212 On Time Embroidery Inc	121414	1 Short - Paramedic	72.00
238	7320	Equipment < \$5,000	1080 Air One Equipment Inc	202784	Additional Firefighting Masks and Replacement SCBA Bottles	10,490.00
239	7320	Equipment < \$5,000	1043 WW Grainger Inc	9036215359	4 Pk Absorb Boom , 2 Pk Absorb Boom	801.65
240	7320	Equipment < \$5,000	1043 WW Grainger Inc	9036215367	2 Pairs Rubber Boots	261.84
241	7320	Equipment < \$5,000	1043 WW Grainger Inc	9036215375	6 Rubber Boots	802.04
242	7320	Equipment < \$5,000	2313 City Electric Supply Company (CES)	DEP/068802	Mounting Plate & Case	118.78
<b>Total 710 - Emergency Services</b>					<b>31,121.94</b>	

<b>Division: 720 - Fire Prevention</b>						
243	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031024	Water Delivery Services 02/29/2024	59.46
<b>Total 720 - Fire Prevention</b>					<b>59.46</b>	

<b>Division: 730 - Emergency Management Agency</b>						
244	7300	Uniforms	3212 On Time Embroidery Inc	119792	1 Job Shirt - EMA	69.00
<b>Total 730 - Emergency Management Agency</b>					<b>69.00</b>	

<b>Total 70 - Fire Department</b>					<b>36,349.37</b>
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<b>Department: 75 - Fire &amp; Police Commission</b>						
245	5340	Pre-Employment Testing	5372 COPS & FIRE Personnel Testing Service	108856	Pre-Employment Psychological Testing Services 2/21/2024	500.00
246	5340	Pre-Employment Testing	9048 Shaughnessy & Associates	20240005	1 Pre-Employment Polygraph Testing Service 01/18/2024	250.00
247	5340	Pre-Employment Testing	9048 Shaughnessy & Associates	20240023	14 Pre-Employment Polygraph Testing Services 02-28-2024	3,300.00
248	5340	Pre-Employment Testing	1267 Northwest Community Hospital	33494	1 BFPC New Hire Testing 2/28/2024	375.00
<b>Total 75 - Fire &amp; Police Commission</b>					<b>4,425.00</b>	



# City of Des Plaines

## Warrant Register 04/01/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Department: 90 - Overhead</b>					
249	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	032024DPIL Collection Services Feb 2024 - Ambulance Fees	14,005.96
250	6627	Incentive - O'Hare Real Estate Hotel	8087 O'Hare Real Estate LLC	Payment 2 H/S Hotel & Sales Tax Incentives - Orchards at O'Hare for 2023	154,527.57
251	6628	Incentive - O'Hare Real Estate Sales	8087 O'Hare Real Estate LLC	Payment 2 H/S Hotel & Sales Tax Incentives - Orchards at O'Hare for 2023	70,619.87
<b>Total 90 - Overhead</b>					<b>239,153.40</b>

<b>Total 100 - General Fund</b>	<b>615,426.76</b>
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Fund: 203 - TIF #3 Wille Road Fund					
<b>Program: 18A0 - 2018A Refunding 2010A/2010B</b>					
252	8375	Bank/Trust/Agency Fees	1718 Amalgamated Bank of Chicago	1856736005-2024 Bank/Agency Fees Bond Series 2018 03/01/2024-02/28/2025	475.00
<b>Total 18A0 - 2018A Refunding 2010A/2010B</b>					<b>475.00</b>

<b>Total 203 - TIF #3 Wille Road Fund</b>	<b>475.00</b>
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Fund: 240 - CDBG Fund					
253	6570	Subsidy - Residential Rehab	3694 Ziggy Professional Painting Inc	HRP 79 3/6/2024 Home Repair Program- B-23-MC-17-0009-EN 11/28/23-2/16/24	21,400.00
254	6570	Subsidy - Residential Rehab	1264 North West Housing Partnership	HRP-79 3/6/24 Home Repair Program- B-23-MC-17-0009-EN 08/30/23-03/06/24	1,439.80
<b>Total 240 - CDBG Fund</b>					<b>22,839.80</b>

Fund: 250 - Grant Projects Fund					
<b>Program: 2520 - Capital Grants</b>					
255	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	41116-OLN0006 Legal Fees-Lee & Forest OLN0006 Parcel - 01/01-11/30/2023	200.00
<b>Total 2520 - Capital Grants</b>					<b>200.00</b>

<b>Total 250 - Grant Projects Fund</b>	<b>200.00</b>
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Fund: 260 - Asset Seizure Fund					
256	2484	Seized/Pending Forfeit	1320 IL State Police	23-18167 Forfeiture Award	2,265.00
<b>Program: 2620 - DEA</b>					
257	7300	Uniforms	1212 Streicher' Inc	11686461 2 Uniform Shirts, 4 Patches for NIPAS MFF Officer	134.00
<b>Total 2620 - DEA</b>					<b>134.00</b>

<b>Total 260 - Asset Seizure Fund</b>	<b>2,399.00</b>
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Fund: 400 - Capital Projects Fund					
258	8100	Improvements	1044 H&H Electric Co	42497 2023 CIP Contract A - 144 Inner Cir Street Lighting 10/31/2023	1,351.98
<b>Total 400 - Capital Projects Fund</b>					<b>1,351.98</b>



# City of Des Plaines

## Warrant Register 04/01/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 410 - Equipment Replacement Fund</b>					
259	8015	Equipment	8854 Ford Motor Co.	INV22942618 Electric Charging Station Base - PW 5150 - 02/29/2024	2,156.95
<b>Total 410 - Equipment Replacement Fund</b>					<b>2,156.95</b>

<b>Fund: 420 - IT Replacement Fund</b>					
260	8000	Computer Software	1026 CDW LLC	PV90479 12 Adobe Licenses 02/27-10/02/2024	1,871.16
261	8000	Computer Software	1026 CDW LLC	QC76643 4 Creative Cloud Licenses 03/12- 10/02/2024	2,491.28
262	8005	Computer Hardware	1035 Dell Marketing LP	10736486154 Laptop for Director of Human Resources	1,698.92
<b>Total 420 - IT Replacement Fund</b>					<b>6,061.36</b>

<b>Fund: 430 - Facilities Replacement Fund</b>					
263	6000	Professional Services	9031 A&B Environmental Construction Inc	24-082 Abatement Services - 1490 Miner - 03/06/2024	6,100.00
264	6000	Professional Services	9031 A&B Environmental Construction Inc	24-084 Abatement Services 1488-1490 Miner - 03/06/2024	3,800.00
265	6315	R&M Buildings & Structures	7706 Lakeshore Recycling Systems LLC	LR5411437 Trash Removal - Leela Building - 07/31/2023	252.00
266	6315	R&M Buildings & Structures	7706 Lakeshore Recycling Systems LLC	LR5446143 Trash Removal - Leela Building - 08/25/2023	252.00
267	6315	R&M Buildings & Structures	7706 Lakeshore Recycling Systems LLC	LR5534530 Trash Removal - Leela Building - 11/25/2023	252.00
268	6315	R&M Buildings & Structures	7706 Lakeshore Recycling Systems LLC	LR5625667 Trash Removal - Leela Building March 2024	252.00
269	7045	Supplies - Building R&M	1057 Menard Incorporated	29668 HVAC Filters - Leela Building	7.98
270	7045	Supplies - Building R&M	1057 Menard Incorporated	30973 5 Smoke Alarms - Leela Building	187.82
<b>Total 430 - Facilities Replacement Fund</b>					<b>11,103.80</b>

<b>Fund: 500 - Water/Sewer Fund</b>					
<b>Non Departmental</b>					
<b>Division: 550 - Water Systems</b>					
271	6040	Waste Hauling & Debris Removal	5772 Berger Excavating Contractors Inc	24002.01A Aggregate Materials & Spoils Disposal - 01/08/2024 R-191-23	27,205.28
272	6115	Licensing/Titles	1154 West Side Tractor Sales	W00713 License & Title Fees - PW 9T09 One- Time Fees	173.00
273	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	222910 IEPA Water Sample Testing - 02/01- 02/28/2024	1,378.00
274	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	230638 Annual Fire Extinguisher Inspection - Oakton - 03/05/2024	132.75
275	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	230639 Annual Fire Extinguisher Inspection - O'Hare - 03/05/2024	132.75
276	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	230640 Annual Fire Extinguisher Inspection - Central - 03/05/2024	623.60
277	6300	R&M Software	6992 Core & Main LP	S886238 Pressure Profiler Annual - 01/01- 12/31/2024, R-20-24	8,000.00

# City of Des Plaines

## Warrant Register 04/01/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
278	6335	R&M Water Distribution System	3781 Smith Ecological Systems Company	24659	Chlorine Analyzer Install & Calibration - Maple PS - 02/29/2024	1,910.00
279	7000	Office Supplies	1644 Warehouse Direct Inc	5680790-0	Pads, Copy Paper, Permanent Markers - PW	16.44
280	7020	Supplies - Safety	1043 WW Grainger Inc	9046281649	Hip Waders	173.70
281	7035	Supplies - Equipment R&M	1274 O'Leary's Contractors Equipment & Supply Inc	496871	Round Hole Strainers & Blade	261.00
282	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	C02323	Back Hoe Bucket - PW 9014	1,215.00
283	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20523883	Coil, Carburetor, Cap, Filter - PW Water Stock	155.95
284	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20523884	Air Filter - Water Stock	13.99
285	7040	Supplies - Vehicle R&M	8827 VGP Holdings LLC	134444929	Windshield Washer Solvent & Engine Oil	178.41
286	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280158629	4 Tires - PW 9028	483.72
287	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	568671P	Fuse Cover - PW 9052	42.18
288	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	569235P	Sensors - PW 9053	211.20
289	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	888468	Lights & Connectors - Water Stock	34.18
290	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM568294P	Returned Cover - PW 9052	(42.18)
291	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7184586	Returned Fitting & Cap - Maple	(6.29)
292	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7604517	PVC Cement, Plug, & Adapter - Maple	15.47
293	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7604518	Caulk - Maple	5.78
294	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7623355	Gloves, Cap, Tape, Fittings, Plug - Maple	39.60
295	7070	Supplies - Water System Maintenance	1162 Vollmar Clay Products Inc	189417	Valve Vault - Fifth & Golf	915.00
296	7070	Supplies - Water System Maintenance	7521 United Rentals (North America) Inc	230801559-001	Lifting Tool Crossing Plate	345.00
297	7070	Supplies - Water System Maintenance	7521 United Rentals (North America) Inc	230801833-001	4 Steel Road Plates	7,980.00
298	7070	Supplies - Water System Maintenance	5772 Berger Excavating Contractors Inc	24002.01A	Aggregate Materials & Spoils Disposal - 01/08/2024 R-191-23	21,043.70
299	7070	Supplies - Water System Maintenance	3781 Smith Ecological Systems Company	24657	4 Membrane Sensor Maintenance Kits	1,292.96
300	7070	Supplies - Water System Maintenance	3530 Mid-American Water	262894W	10 B-Box T-Handles	970.00
301	7070	Supplies - Water System Maintenance	1527 Sherwin-Williams Company, The	2768-0	Flooring Supplies & Material - Maple PS	148.12
302	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	30816	Rust Inhibitor Primer	15.98

# City of Des Plaines

## Warrant Register 04/01/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
303	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	30867	Grout & Screws - Maple PS	39.45
304	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	30883	Screws - Maple PS	19.98
305	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	30987	Aluminum & Concrete - Maple	62.98
306	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	31091	6 Shims - Maple	13.68
307	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	31147	Backer Rod & Tape - Maple St	36.85
308	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	5152	Batteries - Locator	7.19
309	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	5270	Batteries - Locator	18.87
310	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U443334	Gaskets, Nut Kits, Tapt Blind, Etc.	873.70
311	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U475294	6" Valves	2,210.00
312	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U479782	6" Hymax Couplings	2,257.50
313	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U485191	4" Flange - Meter By-Pass	828.00
314	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U496138	Hymax, Megalug, Gaskets, T-Heads, Etc.	1,904.00
315	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U504504	4" Valve, Megalugs, Gaskets, T-Heads	1,370.00
316	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	03012024	Wholesale Water Purchase - February 2024, R-183-14	348,534.35
317	7300	Uniforms	2067 Cutler Workwear	PS-INV031712	20 Pairs Jeans & 4 Pairs Boots - Quartermaster Uniforms	602.83
318	7300	Uniforms	2067 Cutler Workwear	PS-INV031784	Plaid Shirt & Boots - Water Foreman Uniform	228.54
<b>Total 550 - Water Systems</b>					<b>434,072.21</b>	

<b>Division: 560 - Sewer Systems</b>						
319	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	195638	Monthly Weather Forecasting - March 2024	150.00
320	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	230596	Annual Fire Extinguisher Inspection - Levee 50 - 03/04/2024	193.00
321	7000	Office Supplies	1644 Warehouse Direct Inc	5680790-0	Pads, Copy Paper, Permanent Markers - PW	16.44
322	7030	Supplies - Tools & Hardware	8535 PollardWater	WW049863	Caulk Gun	143.00
323	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	5418	Blowoff Duster	21.58
324	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_385650	2 Crank Handles - PW 8029	60.48
325	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101148344:01	Fuel Tank Strap & Clamp - PW 8045	145.63
326	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101151200:01	Returned Brackets - PW 8045	(84.53)

# City of Des Plaines

## Warrant Register 04/01/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
327	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	30817	Silicone - O'Hare Lakes	32.97
328	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	31249	Crack Sealer, Putty, Gloves - O'Hare Lakes	46.93
329	7300	Uniforms	2067 Cutler Workwear	PS-INV031712	20 Pairs Jeans & 4 Pairs Boots - Quartermaster Uniforms	193.45
<b>Total 560 - Sewer Systems</b>					<b>918.95</b>	

Division: 570 - Equipment Replacement						
330	8015	Equipment	1154 West Side Tractor Sales	C02324	John Deere 85G Excavator & Trailer - 02/07/2024, R-68-23	27,500.00
<b>Total 570 - Equipment Replacement</b>					<b>27,500.00</b>	

Division: 580 - CIP - Water/Sewer						
331	6000	Professional Services	2506 Trotter & Associates Inc	23015	TO#4 Design NWC Emergency Water Sup - 02/05-02/12/2024, R-218-22	1,320.00
332	6000	Professional Services	2506 Trotter & Associates Inc	23016	TO#5 2024 Watermain Improvements - 01/29-02/29/2024, R-197-23	63,819.60
333	6000	Professional Services	2506 Trotter & Associates Inc	23018	TO#6 Const Phase Services Maple PS - 02/16-02/27/2024, R-218-22	3,860.00
334	6000	Professional Services	1647 RJN Group Inc	39640402	TO#4 2023 MWRD Compliance Reporting - 02/09-02/23/2024, R-217-22	2,532.50
335	8100	Improvements	7797 LAI Ltd	23-60334	VFD Purchase - Central PS - 02/23/2024 R-159-23	73,000.00
<b>Total 580 - CIP - Water/Sewer</b>					<b>144,532.10</b>	

Division: 590 - Water Facilities						
336	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9760	TO#34 Replacement Dish Install - Oakton Tower - 11/01/2023	2,832.00
337	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9763	TO#32 Antenna Alignment - Miner/Central/Wheels - 11/11-11/25/202	13,043.00
338	6195	Miscellaneous Contractual Services	6992 Core & Main LP	U500990	Bypass Meter Install - 03/07/2024, R-20-24	13,615.00
339	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U434577	Smart Points, Touch Pads, Etc.	10,726.50
<b>Total 590 - Water Facilities</b>					<b>40,216.50</b>	

<b>Total 00 - Non Departmental</b>					<b>647,239.76</b>
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Department: 30 - Finance						
340	6025	Administrative Services	7961 BridgePay Network Solutions LLC	38249	Utility Web, Business License Trans & EnerGov Fees Feb 2024	287.10
<b>Total 30 - Finance</b>					<b>287.10</b>	

<b>Total 500 - Water/Sewer Fund</b>					<b>647,526.86</b>
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# City of Des Plaines

## Warrant Register 04/01/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 510 - City Owned Parking Fund</b>					
341	6025	Administrative Services	4300 Passport Parking Incorporated	INV-1044185 Mobile Pay Parking Transaction Fee for Feb 2024	41.44
342	6300	R&M Software	8792 Vigilant Solutions LLC	55920 RI Renewal for License Plate Parking Enforcement - 04/24-03/25	3,575.00
343	6300	R&M Software	8792 Vigilant Solutions LLC	55982 RI Renewal-License Plate Parking Enf 04/24-03/25 (Mobile Companion)	500.00
344	6320	R&M Parking Lots	1742 Fredriksen Fire Equipment Co	230598 Annual Fire Extinguisher Inspection - Parking Decks - 03/04/2024	1,498.55
345	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-84455-W3N2 Monthly Elevator Inspections-CH, PD, Metro, Library-March 2024	539.00
346	7060	Supplies - Parking Lots	1043 WW Grainger Inc	9033557555 2 Fuses - Civic Deck Storm Sewer Pumps	59.90
<b>Total 510 - City Owned Parking Fund</b>					<b>6,213.89</b>
<b>Fund: 520 - Metra Leased Parking Fund</b>					
347	6025	Administrative Services	4300 Passport Parking Incorporated	INV-1044185 Mobile Pay Parking Transaction Fee for Feb 2024	694.12
348	7540	Land Lease	1165 Union Pacific Railroad Company	Feb 2024 Parking Fees for Feb 2024	3,532.66
<b>Total 520 - Metra Leased Parking Fund</b>					<b>4,226.78</b>
<b>Fund: 600 - Risk Management Fund</b>					
349	6000	Professional Services	8874 Ready Rebound Inc	3089 Consulting-Orthopedic Patient Navigator Contract March 2024	998.58
350	6005	Legal Fees	1127 Clark Baird Smith LLP	17976 Legal Fees - February 2024	1,445.00
<b>Total 600 - Risk Management Fund</b>					<b>2,443.58</b>
<b>Fund: 700 - Escrow Fund</b>					
351	2221	Taste of Des Plaines	9041 CPP Events Incorporated	01/10/2024 Generator Services for Taste of Des Plaines 6/13-6/15/2024	6,748.75
352	2221	Taste of Des Plaines	8802 Corporate Product Solutions Inc.	5139 Sunglasses Giveaway for Taste of Des Plaines on 6/14-6/15/24	895.70
353	2226	Special Events - July 4th	8596 DJ Firm, The	6981 Deposit for DJ at Fireworks Event on 6/30/24	700.00
354	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	191917 Legal Notices 2/21/24 for PZB Mtg 3/12/2024	87.78
<b>Total 700 - Escrow Fund</b>					<b>8,432.23</b>
<b>Grand Total</b>					<b>1,330,857.97</b>

# City of Des Plaines

## Warrant Register 04/01/2024

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
355	4160	Real Estate Transfer Tax	9052 Walski-Garza, Valerie	Refund 03/11/24 Refund for Real Estate Transfer Tax 03/11/2024	1,270.00
356	4160	Real Estate Transfer Tax	9053 Szymanski, Carol	Refund 03/11/24 Refund for Real Estate Transfer Tax 03/11/2024	632.00
<b>Total 00 - Non Departmental</b>					<b>1,902.00</b>
<b>Elected Office</b>					
<b>Division: 120 - City Clerk</b>					
357	6120	Recording Fees	7336 Cook County Clerk	29007312023B Recording Fee for 1 Plat/2 Ords 7/26/23- Replaces Ck 150550	309.00
358	6120	Recording Fees	7336 Cook County Clerk	29011302023R Recording Fee Ords, Resolution, Agreement 11/15/23-Repls Ck 150638	440.00
<b>Total 120 - City Clerk</b>					<b>749.00</b>
<b>Total 10 - Elected Office</b>					<b>749.00</b>
<b>City Administration</b>					
<b>Division: 250 - Human Resources</b>					
359	5340	Pre-Employment Testing	1320 IL State Police	20230501755 Fingerprint Background Check Services - May 2023	141.25
<b>Total 250 - Human Resources</b>					<b>141.25</b>
<b>Total 20 - City Administration</b>					<b>141.25</b>
<b>Public Works &amp; Engineering</b>					
<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>					
360	7140	Electricity	1033 ComEd	5310660117- 02/24 Electricity Service 01/05-02/05/2024	56.85
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>56.85</b>
<b>Division: 540 - Vehicle Maintenance</b>					
361	6195	Miscellaneous Contractual Services	8504 Verizon Connect Fleet USA LLC	382000050024 Vehicle Diagnostic System Feb 2024	1,442.20
362	7120	Gasoline	7349 Wex Inc	95628517 Fuel Purchases Feb 2024	456.91
<b>Total 540 - Vehicle Maintenance</b>					<b>1,899.11</b>
<b>Total 50 - Public Works &amp; Engineering</b>					<b>1,955.96</b>
<b>Police Department</b>					
<b>Division: 630 - Support Services</b>					
363	6015	Communication Services	1032 Comcast	03/06/2024 x7069 Communications Service 03/10- 04/09/2024	114.90
364	6015	Communication Services	1009 AT&T	847R18054602- 24 Communications Service 02/28- 03/27/2024	64.00
<b>Total 630 - Support Services</b>					<b>178.90</b>
<b>Total 60 - Police Department</b>					<b>178.90</b>
<b>Department: 90 - Overhead</b>					
365	6015	Communication Services	8536 Peerless Network Inc	45886 Communications Service 03/01- 03/31/2024	12,542.97
<b>Total 90 - Overhead</b>					<b>12,542.97</b>
<b>Total 100 - General Fund</b>					<b>17,470.08</b>

# City of Des Plaines

## Warrant Register 04/01/2024

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 230 - Motor Fuel Tax Fund</b>						
366	7140	Electricity	1033 ComEd	2943015087-02/24	Electricity Service 12/19/23-01/22/2024	17,905.35
<b>Total 230 - Motor Fuel Tax Fund</b>					<b>17,905.35</b>	
<b>Fund: 240 - CDBG Fund</b>						
367	6570	Subsidy - Residential Rehab	8898 Suburban Trim & Glass	143116	City of Des Plaines CDBG Emergency Repair Program Inv 02/27/2024	2,792.00
<b>Total 240 - CDBG Fund</b>					<b>2,792.00</b>	
<b>Fund: 500 - Water/Sewer Fund</b>						
<b>Division: 560 - Sewer Systems</b>						
368	6015	Communication Services	8536 Peerless Network Inc	45886	Communications Service 03/01-03/31/2024	134.36
<b>Total 560 - Sewer Systems</b>					<b>134.36</b>	
<b>Total 500 - Water/Sewer Fund</b>					<b>134.36</b>	
<b>Fund: 510 - City Owned Parking Fund</b>						
369	6015	Communication Services	8536 Peerless Network Inc	45886	Communications Service 03/01-03/31/2024	350.09
370	6015	Communication Services	8536 Peerless Network Inc	45886	Communications Service 03/01-03/31/2024	1,271.01
<b>Total 510 - City Owned Parking Fund</b>					<b>1,621.10</b>	
<b>Fund: 700 - Escrow Fund</b>						
371	2430	Escrow - Police Items	1320 IL State Police	20230501755	Fingerprint Background Check Services - May 2023	56.50
<b>Total 700 - Escrow Fund</b>					<b>56.50</b>	
<b>Grand Total</b>					<b>39,979.39</b>	

# City of Des Plaines

## Warrant Register 04/01/2024

### 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>						
372	7200	Other Supplies	4348 Amazon.Com	PC - 43993	One Date Stamp Received - City Clerk's Office	49.95
373	7200	Other Supplies	4348 Amazon.Com	PC - 43994	Two Time and Date Stamps	45.90
374	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 43992	Fellowes Paper Shredder	229.43
<b>Total 120 - City Clerk</b>					<b>325.28</b>	
<b>Total 10 - Elected Office</b>					<b>325.28</b>	
<b>City Administration</b>						
<b>Division: 210 - City Manager</b>						
375	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 44000	Zoom Subscription 2/26/24-3/25/24 - City Manager	15.99
<b>Total 210 - City Manager</b>					<b>15.99</b>	
<b>Division: 230 - Information Technology</b>						
376	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 44027	Domain Name Security 02/11-03/10/2023	9.99
377	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 44031	Cityofdesplaines.info Domain Security 02/07/2024-02/06/2025	87.96
378	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 44034	Web Forwarding Tasteofdesplaines.com 02/08/2024-02/07/2025	16.99
379	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 44038	Domain Security Desplaines.org Dpcitynet.org 02/12-03/11/2024	14.97
380	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 44039	Domain Renewal Dpcitynet.org 02/12-03/11/2024	4.99
381	7000	Office Supplies	4348 Amazon.Com	PC - 44044	100 AA Batteries	49.00
382	7000	Office Supplies	4348 Amazon.Com	PC - 44045	100 AAA Batteries	45.19
383	7000	Office Supplies	4348 Amazon.Com	PC - 44048	2 Pack Storage Containers	66.01
384	7005	Printer Supplies	4348 Amazon.Com	PC - 44026	Id Print Cards	62.00
385	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44028	15 Yubico FIDO2 Keys	825.00
386	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44029	6 SATA 2TB Hard Drives	888.60
387	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44030	1 TV Wall Mount	106.69
388	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44032	1 Samsung 65 Inch TV	577.99
389	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44036	5 Poly 5200UC Headsets	799.95
390	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44037	1 Dell Power Adapter	53.00
391	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44040	5 Computer Docking Stations	934.45
392	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44041	4 UPS Batteries	91.96
393	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44042	1 UPS Battery	61.20



# City of Des Plaines

## Warrant Register 04/01/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
394	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44043	1 Computer Speaker	116.99
395	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44046	1 UPS Battery Replacement	61.20
396	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44049	1 Laptop Charger	109.00
397	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44050	1 UPS Battery	61.20
398	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44051	1 AC Computer Power Adapter	63.93
399	8010	Furniture & Fixtures	5802 IKEA	PC - 44047	Returned Chair to IKEA	(308.11)
<b>Total 230 - Information Technology</b>					<b>4,800.15</b>	

<b>Division: 240 - Media Services</b>						
400	6000	Professional Services	8803 Bunny Studio Inc	PC - 44013	Professional Voiceover Talent for DPTV Video 02/29/2024	361.00
401	6015	Communication Services	3875 Apple Inc	PC - 43928	Add'l iCloud Storage for One MS Staff Member 2/15/24-3/15/24	0.99
402	6108	Public Relations & Communications	4444 Misc Vendor for Procurement Card	PC - 43929	Stickers for Public Service Recognition Week	296.00
403	6195	Miscellaneous Contractual Services	8370 Canva Pty Ltd	PC - 43927	One Year Subscription to Online Design Program 2/12/24-2/12/25	119.40
404	6195	Miscellaneous Contractual Services	4625 Freedman Anselmo Lindberg LLC	PC - 43932	One Year Subscription to Survey Monkey 2/27/24-2/26/25	372.00
405	6535	Subsidy - Youth Commission	6064 R&M Specialties LTD	PC - 43995	Youth Commission Bag Giveaway Friends Connect Prom 4/19/24	225.00
406	7310	Publications	1050 Journal & Topics Newspapers	PC - 43926	Journal and Topics Digital Access 2/8/24-2/8/25	66.00
<b>Total 240 - Media Services</b>					<b>1,440.39</b>	

<b>Division: 250 - Human Resources</b>						
407	5325	Training	1546 IPELRA	PC - 43972	IPELRA AI Training 04/17/2024 - Benefits Manager	175.00
408	6100	Publication of Notices	5760 LinkedIn	PC - 43968	Job Ad:Econ Dev. Mgr, Police Rec Clk 1/26-2/5/24	526.92
409	6100	Publication of Notices	5760 LinkedIn	PC - 43971	Job Ad: Econ Dev. Mgr 2/6-2/9/24	110.26
410	6100	Publication of Notices	1563 American Water Works Assoc (AWWA)	PC - 43974	Job Ad- Maintenance Operator 02/20-03/19/2024	299.00
411	6100	Publication of Notices	1753 American Public Works Association - APWA	PC - 43975	Job Ad- Maintenance Operator 02/20-03/19/2024	375.00
412	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 43930	Stickers for Public Service Recognition Week	61.00
413	7550	Miscellaneous Expenses	8204 Awards International	PC - 43931	1 Plaque for Outgoing CM and 1 Plaque for Incoming CM	229.20
414	7550	Miscellaneous Expenses	4348 Amazon.Com	PC - 43967	Tablecloths, Spoons, Paper Bowls, Tasting Cups - Chili Cookoff	88.18
415	7550	Miscellaneous Expenses	6867 Marianos	PC - 43969	2 Pks Cheese, 2 Pks Sour Cream, Onion, Jalapeno-Chili Cookoff	17.49
416	7550	Miscellaneous Expenses	6867 Marianos	PC - 43970	Chili Cookoff Prizes 12-\$30,3-\$25,1-\$100,1-\$150 Gift Cards	685.00
<b>Total 250 - Human Resources</b>					<b>2,567.05</b>	

<b>Total 20 - City Administration</b>					<b>8,823.58</b>
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<b>Department: 30 - Finance</b>						
417	5310	Membership Dues	1737 GFOA Government Finance Officers Association	PC - 43982	GFOA Membership Renewal for 3 Mgrs- 03/01/2023-02/29/2024	595.00

# City of Des Plaines

## Warrant Register 04/01/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
418	5310	Membership Dues	1440 IGFOA IL Government Finance Officers Assoc	PC - 43983 IGFOA 2023 Dues-Asst CM/Fin Dir, Asst Fin Dir, Sr Fin Analyst	600.00
419	7200	Other Supplies	4348 Amazon.Com	PC - 44065 Floor Mat	41.35
420	7200	Other Supplies	1076 Sam's Club Direct	PC - 44067 176 Ct Paper Cups and 3 Packs of K-Cups	185.31
<b>Total 30 - Finance</b>					<b>1,421.66</b>

Community Development					
Division: 410 - Building & Code Enforcement					
421	5325	Training	5331 IL Plumbing Heating Cooling Contractors Assoc	PC - 44001 Training for Plumbing Inspector 03/22/2024	35.00
422	5325	Training	1214 Suburban Building Officials Conference	PC - 44002 Training for Asst Dir, Chief Bldg Ofcr, Plan Coor and Inspectors 03/08 & 03/15/2024	1,400.00
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>1,435.00</b>

Division: 420 - Planning & Zoning					
423	7550	Miscellaneous Expenses	5888 Jimmy Johns	PC - 44052 Food for Legal Training on 2/06/2024	168.52
<b>Total 420 - Planning &amp; Zoning</b>					<b>168.52</b>

<b>Total 40 - Community Development</b>					<b>1,603.52</b>
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Public Works & Engineering					
Division: 100 - Administration					
424	6300	R&M Software	1287 ESRI Environmental Systems Research Institute Inc	PC - 44008 ESRI Annual License Renewal - 2/12/2024-2/11/2025	6,480.00
<b>Total 100 - Administration</b>					<b>6,480.00</b>

Division: 510 - Engineering					
425	5320	Conferences	7664 IL Assoc for Floodplain & Stormwater Mgmt (IAFSM)	PC - 44025 IAFSM Conference - Director of PW and Eng 03/12-03/13/2024	430.00
426	6000	Professional Services	8880 ReMarkable AS	PC - 44024 Monthly ReMarkable Connect Subscription 02/01-02/29/2024	2.99
<b>Total 510 - Engineering</b>					<b>432.99</b>

Division: 520 - Geographic Information Systems					
427	6300	R&M Software	1287 ESRI Environmental Systems Research Institute Inc	PC - 43988 ERSI Annual License Renewal - 2/26/2024-2/25/2025	880.00
<b>Total 520 - Geographic Information Systems</b>					<b>880.00</b>

Division: 530 - Street Maintenance					
428	7055	Supplies - Street R&M	1047 Home Depot Credit Svcs	PC - 43966 Anchors for Sign Install	153.58
429	7300	Uniforms	4348 Amazon.Com	PC - 43990 Quartermaster Boots - Maintenance Operator	156.75
430	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44006 Web Cameras for Meetings	79.98
<b>Total 530 - Street Maintenance</b>					<b>390.31</b>

Division: 535 - Facilities & Grounds Maintenance					
431	6315	R&M Buildings & Structures	7689 Ambius	PC - 43925 January 2024 Monthly Plant Maintenance	764.08
432	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 44054 Kitchen Sink Sprayer - Fire Station 61	47.74
433	7045	Supplies - Building R&M	8229 Foundation Building Materials	PC - 44055 Acoustic Wall Panels - Media Studio	1,980.00
434	7200	Other Supplies	4348 Amazon.Com	PC - 44053 Coffee - City Hall	206.20
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>2,998.02</b>

# City of Des Plaines

## Warrant Register 04/01/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Division: 540 - Vehicle Maintenance</b>					
435	5325	Training	4444 Misc Vendor for Procurement Card	PC - 43944	ASE Testing 02/20/2024 - Mechanic 90.00
436	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 43939	Gloves for Shop and Cam Tool 52.92
437	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 43952	Cylinder Hone - Shop Tool 67.14
438	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 43935	Swivel Fitting - 5PW1 106.39
439	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 43934	Plow Bolts - PW Stock 155.94
440	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 43942	Roll Around Cart - PW 237.28
441	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 43943	Light Kit - PW5147 85.99
442	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 43945	Grab Handles - PW5147 22.97
443	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 43949	Wheel Weights - PD Stock 36.99
444	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 43950	Spot Lights - PW5147 43.20
445	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 43951	Solar Battery Tender - PW2088 49.95
<b>Total 540 - Vehicle Maintenance</b>					<b>948.77</b>

<b>Total 50 - Public Works &amp; Engineering</b>	<b>12,130.09</b>
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Police Department					
<b>Division: 610 - Uniformed Patrol</b>					
446	5325	Training	5174 Tri-Tech Forensics Inc	PC - 43959	Shooting Incident Reconstruction 9/9-9/13/2024 (2 ET) 1,458.00
447	5325	Training	4444 Misc Vendor for Procurement Card	PC - 43961	Peer Support Class 3/18-2/19/2024 (3 Ofc) 525.00
448	7200	Other Supplies	4348 Amazon.Com	PC - 43962	100 Disposable Pillowcases 38.50
449	7500	Postage & Parcel	1566 UPS Store The	PC - 44064	Shipping for Return of DVD-R 27.83
<b>Total 610 - Uniformed Patrol</b>					<b>2,049.33</b>

<b>Division: 620 - Criminal Investigation</b>					
450	5325	Training	2474 IL Drug Enforcement Officers Association	PC - 43963	IL Drug Enforcement Training Conf 4/17-4/19/2024 (1 TFO) 325.00
451	5325	Training	4444 Misc Vendor for Procurement Card	PC - 43976	Combating Substance Use 2/22/2024 (2 Soc Worker) 70.00
452	5325	Training	6264 PESI, Inc	PC - 43977	Fallout of Narcissistic Abuse Class 2/13/2024 (1 Soc Worker) 79.99
453	5325	Training	4444 Misc Vendor for Procurement Card	PC - 43978	Peer Support Class 3/18-3/19/2024 (2 Social Worker) 350.00
454	7000	Office Supplies	4348 Amazon.Com	PC - 43964	Refund for Damaged DVD-R (172.64)
455	7000	Office Supplies	4348 Amazon.Com	PC - 43965	2 External Hard Drives 145.98
456	7200	Other Supplies	4348 Amazon.Com	PC - 43958	Do Not Disturb Sign, Shredder Oil 22.63
<b>Total 620 - Criminal Investigation</b>					<b>820.96</b>

<b>Division: 630 - Support Services</b>					
457	5325	Training	4444 Misc Vendor for Procurement Card	PC - 43979	Crime Free Certification Class 3/7-3/8/2024 (1 Training Ofc) 257.50

# City of Des Plaines

## Warrant Register 04/01/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
458	7200	Other Supplies	4348 Amazon.Com	PC - 43960	Lysol Wipes, Paper Cups	163.00
<b>Total 630 - Support Services</b>					<b>420.50</b>	

<b>Total 60 - Police Department</b>	<b>3,290.79</b>
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Fire Department						
Division: 100 - Administration						
459	5310	Membership Dues	1482 Metropolitan Fire Chiefs Association of Illinois	PC - 43997	Membership Dues - Fire Chief 1/1/24-12/31/24	50.00
460	5310	Membership Dues	4444 Misc Vendor for Procurement Card	PC - 44017	Radio Traffic Monitor Software Membership 2/27/24-2/27/25	30.00
461	5325	Training	4444 Misc Vendor for Procurement Card	PC - 44023	Advanced Disciplinary Issues Training Webinar 2/14/24 - Chief	150.00
462	6310	R&M Vehicles	4444 Misc Vendor for Procurement Card	PC - 43981	Car Wash 2/20/24 Vehicle 6101 - Deputy Chief	7.00
463	6310	R&M Vehicles	4444 Misc Vendor for Procurement Card	PC - 44014	Car Wash 2/5/24 Vehicle 6102 - Deputy Chief	7.00
464	6310	R&M Vehicles	8924 RR Buffalo Grove LLC	PC - 44016	Car Wash 2/23/24 Vehicle 6102 - Deputy Chief	12.00
465	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 43996	Vacuum Cleaner for Admin Offices	59.99
466	7550	Miscellaneous Expenses	6056 Jarosch Bakery	PC - 43980	Food For RED Center Meeting 2/14/24	45.00
467	8005	Computer Hardware	4348 Amazon.Com	PC - 44015	Wireless Trackball	72.82
<b>Total 100 - Administration</b>					<b>433.81</b>	

Division: 710 - Emergency Services						
468	5325	Training	2219 Jones & Bartlett Learning LLC	PC - 44056	Fire and Emergency Services Training Materials Only	116.92
469	5325	Training	2219 Jones & Bartlett Learning LLC	PC - 44058	Fire and ES/Rope Rescue/Incident Safety-Ofcr Training Materials Only	1,346.15
470	5325	Training	1291 Elevated Safety LLC	PC - 44060	Tower Rescue Technician 9/3/24-9/6/24 - Paramedic	895.00
471	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 44022	2024 IDPH Annual Ambulance Inspections	127.81
472	7000	Office Supplies	4348 Amazon.Com	PC - 44061	Magnetic White Board - BC Office	40.89
473	7035	Supplies - Equipment R&M	1747 Murphy's Contractors Equipment Inc	PC - 44062	Parts for K950S and K970S Saws	152.18
474	7045	Supplies - Building R&M	1702 Diamond Paint & Home Center LLC	PC - 44018	Paint and Supplies for 61 Gear Rack - Not FFIB	248.54
475	7200	Other Supplies	4348 Amazon.Com	PC - 44020	7 Pediatric Dosing Tapes	171.06
476	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 44021	Hotel Pack Hose Straps	150.00
477	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44057	Ram Mounts, Portable Monitor, Adapters, Etc.	405.28
478	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44059	Multiport Adapter Dongle	52.10
479	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 44063	Hotel Pack Hose Straps	150.00
<b>Total 710 - Emergency Services</b>					<b>3,855.93</b>	

<b>Total 70 - Fire Department</b>	<b>4,289.74</b>
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Department: 75 - Fire & Police Commission						
480	5310	Membership Dues	1573 IL Fire & Police Commissioners Association	PC - 43973	Previously Paid Through AP - Credited	(400.00)
<b>Total 75 - Fire &amp; Police Commission</b>					<b>(400.00)</b>	

# City of Des Plaines

## Warrant Register 04/01/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Department: 90 - Overhead</b>						
481	7000	Office Supplies	4348 Amazon.Com	PC - 44066	Correctable Ribbon for Typewriter	12.72
<b>Total 90 - Overhead</b>					<b>12.72</b>	
<b>Total 100 - General Fund</b>					<b>31,497.38</b>	
<b>Fund: 260 - Asset Seizure Fund</b>						
<b>Program: 2620 - DEA</b>						
482	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 43998	Dog Food for K9 Jager 2/8/2024	166.48
<b>Total 2620 - DEA</b>					<b>166.48</b>	
<b>Program: 2640 - Forfeit</b>						
483	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 43999	Nail Trimmer, Shampoo, Dog Wash Token for K9 Jager	35.98
<b>Total 2640 - Forfeit</b>					<b>35.98</b>	
<b>Total 260 - Asset Seizure Fund</b>					<b>202.46</b>	
<b>Fund: 400 - Capital Projects Fund</b>						
484	6300	R&M Software	1287 ESRI Environmental Systems Research Institute Inc	PC - 43989	ERSI Annual License Renewal - 2/26/2024-2/25/2025	6,744.49
<b>Total 400 - Capital Projects Fund</b>					<b>6,744.49</b>	
<b>Fund: 420 - IT Replacement Fund</b>						
485	8005	Computer Hardware	4348 Amazon.Com	PC - 44033	10 Desk UPS	588.90
<b>Total 420 - IT Replacement Fund</b>					<b>588.90</b>	
<b>Fund: 500 - Water/Sewer Fund</b>						
<b>Division: 550 - Water Systems</b>						
486	5310	Membership Dues	1563 American Water Works Assoc (AWWA)	PC - 43924	City-Wide Utility Membership-04/01/2024-03/31/2025, PO 2024-171	4,872.00
487	5325	Training	1576 Illinois Section American Water Works Association	PC - 43984	Water Distribution Class C Course - Water Operator 2/29-3/01/24	184.00
488	5325	Training	4444 Misc Vendor for Procurement Card	PC - 43985	Locating Class - Crew Leader and Maint Operator 4/08-4/09/24	1,590.00
489	6110	Printing Services	2954 Heart Printing	PC - 43986	Hang Tag Set Up for Water System Notice 02/01/2024	115.00
490	6110	Printing Services	2954 Heart Printing	PC - 43987	Door Hangers for Boil Orders 01/30/2024	2,391.05
491	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 43933	Carburetor Repair Kit - Water Stock	10.09
492	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 43936	Hydraulic Couplers - Water 9037	97.00
493	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 43937	Coil and Carb - Water Stock	74.22
494	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 43940	Stihl Belt and Filters - Water Stock	224.94
495	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 43946	Trailer Jack - Water 9041	50.70

# City of Des Plaines

## Warrant Register 04/01/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
496	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 43947	Fuel Shut Off Valve - Water Stock	68.98
497	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 43948	Gaskets - Water Stock	36.71
498	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 43941	Floor Mats - Water 9036	190.46
499	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 44012	Lens Cover	26.97
500	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44004	Web Cameras for Meetings	79.98
501	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44010	Clipboards for Trucks and USB Adapter	118.74
502	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44011	Tablet, Case and Screen Protector	92.37
503	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44035	1 Apple iPad Mini and Case	453.98
504	7500	Postage & Parcel	1700 United States Postal Service	PC - 43991	Postage for Certified Mail - 2/28/2024	9.92
<b>Total 550 - Water Systems</b>					<b>10,687.11</b>	

Division: 560 - Sewer Systems						
505	5310	Membership Dues	3414 Water Environment Federation	PC - 44003	Operator Annual Membership - Superintendent - 2/28/24-2/28/25	110.00
506	5325	Training	4444 Misc Vendor for Procurement Card	PC - 44007	Utility Locator Training - Crew Leaders - 4/08-4/09/2024	1,590.00
507	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 43938	Pressure Sensor - Sewer 8036	69.99
508	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44005	Web Cameras for Meetings	39.99
509	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44009	Laptop Stands	64.96
<b>Total 560 - Sewer Systems</b>					<b>1,874.94</b>	

<b>Total 500 - Water/Sewer Fund</b>					<b>12,562.05</b>
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Fund: 700 - Escrow Fund						
510	2221	Taste of Des Plaines	4348 Amazon.Com	PC - 43955	Cicada Costume for Taste of DP 6/14-6/15/24	21.97
511	2221	Taste of Des Plaines	4348 Amazon.Com	PC - 43957	Cicada Costume for Taste of DP on 6/14-6/15/24	21.98
512	2224	Special Event - Food Truck Round Up	4348 Amazon.Com	PC - 43953	Ballot Boxes-Food Truck Round Up Events on 5/21, 8/20, 9/17/24	49.99
513	2224	Special Event - Food Truck Round Up	9034 Prophet Corporation, The	PC - 43954	Games for Food Truck Round Up Events on 5/21, 8/20, 9/17/24	77.11
514	2224	Special Event - Food Truck Round Up	4348 Amazon.Com	PC - 43956	Storage Basket for Games at Food Truck Round Up on 5/21/24	23.93
<b>Total 700 - Escrow Fund</b>					<b>194.98</b>	

<b>Grand Total</b>					<b>51,790.26</b>
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# City of Des Plaines

## Warrant Register 04/01/2024

### Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,330,857.97 **	4/1/2024
Manual Checks	\$ 39,979.39 **	3/15/2024
Payroll	\$ 1,398,673.64	3/22/2024
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ 51,790.26	3/25/2024
Chicago Water Bill ACH	\$ 50,789.20	3/29/2024
Postage Meter Direct Debits	\$ -	
Utility Billing Refunds	\$ -	
Debt Interest Payment	\$ -	
IMRF Payments	\$ -	
Employee Medical Trust	\$ -	
<b>Total Cash Disbursements:</b>	<b><u>\$ 2,872,090.46</u></b>	

\* Multiple transfers processed on and/or before date shown

\*\* See attached report

Adopted by the City Council of Des Plaines

This First Day of April 2024

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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Jessica M. Mastalski, City Clerk

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Andrew Goczkowski, Mayor


**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

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

**MEMORANDUM**

Date: March 21, 2024

To: Michael G. Bartholomew, City Manager

From: Jonathan Stytz, AICP, Senior Planner JS

Cc: Jeff Rogers, AICP, Director of Community & Economic Development JR

Subject: Final Planned Unit Development (PUD) and Final Plat of Subdivision for a Townhouse Development at 180 N. East River Road (Case #24-008-FPUD-FPLAT)

**Issue:** The petitioner is requesting the following for the property at 180 N. East River Road: (i) a Final PUD, with exceptions for minimum lot area, building design, and required rear yard, to allow a 16-unit townhouse development; and (ii) a Final Plat of Subdivision to subdivide the existing single lot into 17 lots of record.

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

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

**Case Number:** 24-008-FPLAT-FPUD

**PIN:** 09-09-402-007-0000

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

**Existing Zoning:** Single Family Residential District (R4 in *Unincorporated Cook County*)

**Existing Land Use:** Single Family Residence

**Surrounding Zoning:** North: Single Family Residential District (R4) (Unincorporated Cook County)  
South: R-3, Townhouse Residential District (City of Des Plaines)  
East: R-3, Townhouse Residential District (City of Des Plaines)  
West: Single Family Residential District (R4) (Unincorporated Cook County)

**Surrounding Land Use:** North: Single Family Residence (Residential)  
South: Townhouse Residences (Residential)



East: Townhouse Residences (Residential)  
West: Single Family Residence (Residential)

**Street Classification:** N. East River Road is classified as a major collector street and is under Cook County jurisdiction.

**Comprehensive Plan:** The subject property is in unincorporated Cook County and is not illustrated on the Future Land Use map in the 2019 Comprehensive Plan. However, the neighboring property abutting the subject property to the south is illustrated as multifamily residential. The Comprehensive Plan is generally supportive of exploring annexation opportunities.

**Project Description:** *Overview*  
Petitioner MAS Land Investments, LLC, owner of the subject property, intends to annex land to the City of Des Plaines and build a townhouse development. The subject property is located in unincorporated Cook County along N. East River Road and is comprised of one 40,245-square-foot (0.92-acre) parcel.

The subject property was improved with a one-story, 1,665-square-foot residence, a 1,194-square-foot detached garage (including two additions), two frame sheds approximately 82 and 90 square feet in size, and a combination of concrete and gravel driveway and parking areas as shown on the attached Plat of Survey. However, these improvements have since been demolished.

*Proposed Improvements*

The proposal includes the removal of all existing site improvements to redevelop the subject property into a 16-unit PUD similar to the Insignia Glen PUD located directly south of the subject property at 172 N. East River Road, which is already incorporated within Des Plaines (in other words, the property subject of this request is immediately north of and contiguous to Des Plaines' corporate boundary).

The proposed development consists of four separate three-story principal buildings—each with four units—as shown on the attached PUD Plat. The anticipated unit mix will be predominately two-bedrooms, but the floor plan is adaptable to create a third bedroom; the developer has not finalized the unit mix. Each unit will have an attached two-car garage on the lower level, living space with a balcony on the middle level, and bedrooms on the top level.

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

## FINAL PUD

### **Request Description:**

#### *Overview*

On September 18, 2023 (Ordinance Z-26-23), the City Council granted preliminary PUD approval of petitioner MAS Land Investments' proposal for 16 townhouses, known collectively as Insignia Glen 2. The approval was based on a proposed two-bedroom units on the upper level—with an option for a third bedroom on the lower level in lieu of a flex space—all of which would be horizontally connected to other units (i.e. townhouse style) across four separate buildings. Each building would be three stories with each unit having a ground-floor, two-car, rear-loaded garage that faces inward toward the development, not toward public streets. Walkways would connect unit front doors to public and private sidewalks. Units include decks, porches, and small landscaped front yards. However, the amount of private open space per unit is minimal, as the concept is built around shared open space.

Interspersed throughout the proposed development is a landscaped common plaza of approximately 20,986 square feet with plantings, walkways, and open green space. There is no proposed stormwater detention area on Insignia Glen 2, but one private improvement is the addition of 12-inch storm sewer to connect with the existing detention area located on Insignia Glen 1 development at 172 N. East River Road. Eight visitor spaces are interspersed through the development, which in addition to the 32 outdoor and 32 indoor spaces for each of the 16 units would amount to a full total of 72 spaces, exceeding the minimum requirement of 36 pursuant to Section 12-9-7.

#### *Concurrence with Preliminary Plat*

The petitioner's final proposal reflects the site design of the preliminary plans, including the exception requests acknowledged in Ordinance Z-26-23, which granted preliminary approval. These exceptions are pursuant to Section 12-3-5 and would grant relief from the bulk regulations of the R-3 district:

- **Minimum lot area:** Eight units are proposed with a lot area of 1,040 square feet, and eight units are proposed at 1,248 square feet. The proposed lot area for each unit includes only the livable space inside the building and a small landscaped front yard. All other areas in the development (e.g. open space, private drives, stormwater basin) are allocated not to dwelling units but instead to the development overall. The minimum lot area per dwelling unit requirement pursuant to Section 12-7-2.J is 2,800 square feet.
- **Minimum rear yard:** Pursuant to Section 12-7-2.J, a minimum 30-foot-rear-yard-setback is required for buildings in the R-3 district that exceed 35 feet in height. However, the westernmost building is proposed to be setback 22 feet from the rear property line requiring a PUD exception.
- **Building Design Standards:** Pursuant to Section 12-3-11, attached single-family residential (i.e., townhouses) shall be constructed with 100 percent face brick, natural stone, or anchored or adhered masonry veneer on all street facing and side elevations with at least two complimentary colors or materials and a minimum of eight feet from the top of foundation on all remaining elevations.. However, the elevations do include non-masonry materials (i.e., siding) on street facing elevations.

*Landscaping, Screening, and Lighting*

The petitioner submitted a Final Landscape Plan that appears to conform with the requirements of Chapter 12-10. For example, building foundation landscaping is installed at the bases of the buildings, shade trees are interspersed throughout common areas and open space, and at lot lines where required—particularly at the north and west lot lines where the development abuts a single-family neighborhood—plantings are shown such that when they are mature, they should, in concert with the proposed fencing, provide ample screening. The petitioner has not submitted a photometric plan, but one will be required at time of building permit to show how light will be contained within the borders of the development in conformance with Section 12-12-10 of the Zoning Ordinance.

*Streets and Access*

The subject property currently has direct access to N. East River Road (public street). However, based on the design of the proposed development this access point will be removed and sole access to the subject property will be via the existing private road located at 172 N. East River Road; cross-access agreement is effective. A portion of the subject property currently extends to the centerline of N. East River Road. As such, the proposal includes a dedication of the eastern 4,186-square-foot portion of the property to be utilized for street purposes as indicated on the Final PUD Plan.

*Construction Schedule and Phasing Plan*

The petitioner has submitted the attached construction schedule as required by Section 12-3-5.H. In summary, the developer intends to construct the proposed development starting with complete sitework of the entire property and then installing each of the four buildings from east to west, starting with the building that would front N. East River Road. Pursuant to the Zoning Ordinance, the petitioner has an 18-month period of flexibility on the dates in the construction schedule before the City Council may re-evaluate the final PUD approval.

**FINAL PLAT OF SUBDIVISION**

**Request Description:**

*Overview*

The proposal includes a subdivision of the subject property from one, 43,476-square-foot lot to 17 lots of record, including a separate lot for each of the 16 units (Lots 1-16) and one lot (Lot 17) for the common area of the PUD. The petitioner received PZB approval of the Tentative Plat to subdivide the existing lot into 17 lots. Now the petitioner is requesting a Final Plat of Subdivision, titled Insignia Glen 2 Subdivision, for 17 lots as detailed in the attached Final Plat of Subdivision.

The subdivision plat shows the location, boundaries, and size of each lot, which vary from 1,040 to 1,248 square feet in size for the townhouse lots and equates to 20,986 square feet for the single common space lot proposed, totaling 39,290 square feet (0.90-acres). The remaining 4,186 square feet account for the portion of the property that extends into the N. East River Road right-of-way, which is proposed to be dedicated to Cook County as part of this request.

### *Building Lines and Easements*

The Insignia Glen 2 Subdivision shows the following easements and building lines: (i) a new 25-foot front building setback line along North East River Road where the proposed subdivision abuts the street; (ii) a new 10-foot side building setback line along the north and south of the proposed subdivision; (iii) a new 22-foot rear building setback line along the west boundary of the proposed subdivision; (iv) a 2.5-foot cross access easement located on 172 N. East River Road but serves the subject property; and (v) a blanket easement for ingress, egress, public and private utilities, and drainage for Lot 17. The subdivision plat also shows the proposed dedication of the eastern 40-foot-long by 104-foot-wide portion of the subject property.

### *Subdivision Process, Required Public Improvements*

Chapter 13-3 of the Subdivision Regulations allows the City to require various right-of-way (ROW) improvements based on criteria such as traffic and effect on adjacent properties. Certain underground infrastructure is required to be installed to the standards required by Public Works and Engineering (PWE). Under Section 13-3-1, the developer is required to: (i) grind and resurface the entire width of the private drive; (ii) add new five-foot-wide sidewalk along N. East River Road for the entire frontage of the proposed development with depressed curbs at the private road entrance; (iii) add a new storm sewer connection and extend the sanitary sewer structure along N. East River Road for the entire frontage of the proposed development; and add a fire hydrant and light pole along the north property line at the end of both proposed private roads. The developer has provided PWE with an estimated cost of both private and public improvements totaling \$379,308, an amount for which PWE has approved as noted in the attached PWE Approval Letter.

**Planning and Zoning Board (PZB) Recommendation:** The PZB held a public hearing on March 12, 2024, to consider the requests. The PZB split their determination into separate motions: (i) voting 5-0 to recommend that City Council approve the Final PUD with the three requested PUD exceptions and staff recommended conditions; and (ii) voting 5-0 to recommend that City Council approve the Final Plat of Subdivision. The rationale for the PZB's vote is captured in the attached minutes from the March 12, 2024 meeting.

**City Council Action:** Pursuant to Sections 12-3-5.D.5.c(4) of the Zoning Ordinance and Section 13-2-8 of the Subdivision Regulations, the Council has the final authority on the Final PUD and Final Plat of Subdivision requests. The Council may approve, approve with modifications, or deny Ordinance Z-5-24, which includes the proposed Final PUD and Final Plat of Subdivision for a 16-unit townhouse development. If the City Council decides to approve these requests, staff and the PZB recommend the following conditions.

### **Conditions of Approval:**

1. All proposed improvements and modifications shall be in full compliance with all applicable codes and ordinances. Drawings may have to be modified to comply with current codes and ordinances.
2. Improvements to the private drive for driveway curb cuts and on-street parking shall comply with the cross-access easement recorded with the approved PUD for the Insignia Glen development immediately to the south.

3. All governing documents for the construction and ongoing operation of the proposed development including but not limited to any development/annexation agreements, covenants, conditions, and restrictions, or any operating reciprocal easement agreements must be submitted to and approved by the City's General Counsel prior to the recording of the Final Plat of PUD or Final Plat of Subdivision.
4. All land use and permitting approvals shall not become effective until the City finalizes approval of annexation of the subject property.

**Attachments:**

- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: Petitioner's Responses to Standards for PUDs
- Attachment 4: Plat of Survey
- Attachment 5: Project Narrative
- Attachment 6: PWE Department Memo
- Attachment 7: Chairman Szabo PZB Recommendation Letter
- Attachment 8: Excerpt of Draft Minutes from the March 12, 2024 PZB Meeting

**Ordinance Z-5-24**

- Exhibit A: Final Plat of Subdivision
- Exhibit B: Final Plat of Planned Unit Development (includes the PUD Site Plan)
- Exhibit C: Architectural Plans
- Exhibit D: Landscape and Preservation Plan
- Exhibit E: Select Final Engineering Plans<sup>1</sup>
- Exhibit F: Construction Schedule and Phasing Plan
- Exhibit G: Unconditional Agreement and Consent

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<sup>1</sup> A full copy is available by request to the Department of Community and Economic Development.





0 200 400  
ft

Print Date: 8/3/2023

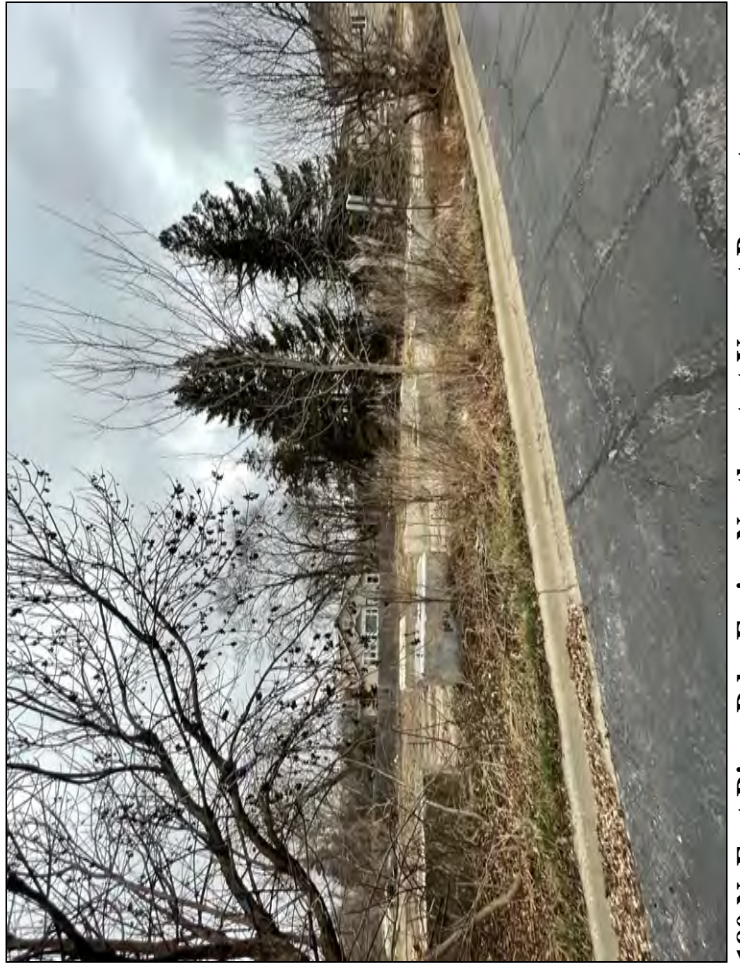
Notes

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





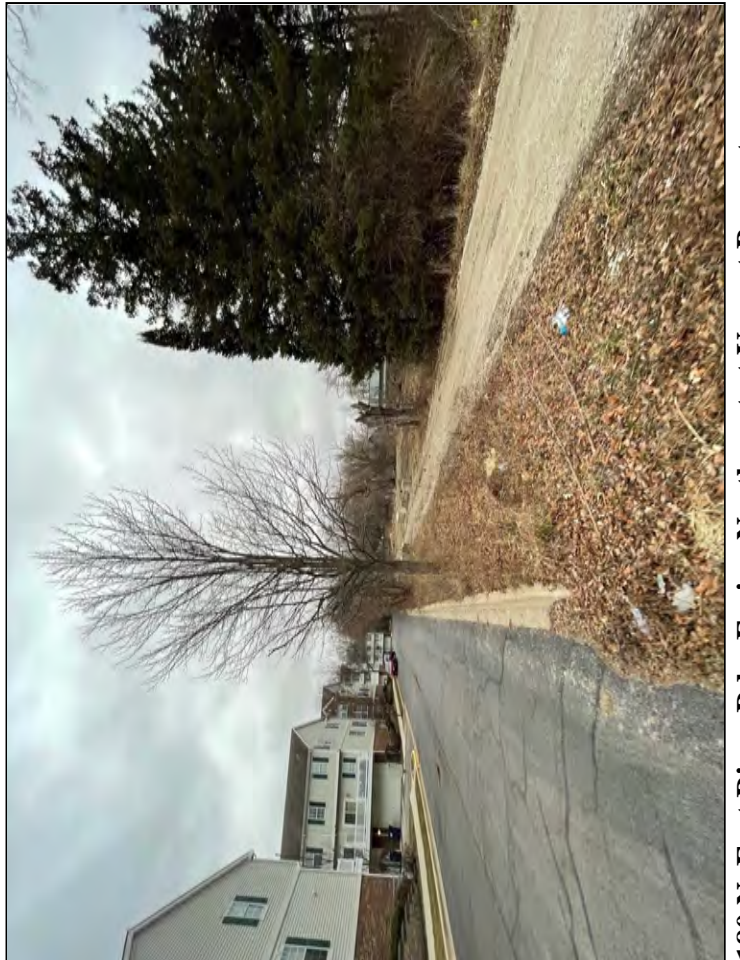
180 N. East River Rd – Facing West at Front of Property



180 N. East River Rd – Facing Northeast at Vacant Property



180 N. East River Rd – Public Notice & Front of Property



180 N. East River Rd – Facing Northwest at Vacant Property



Standards for Planned Unit Developments 180 N East River Road

- 1. The extent to which the proposed plan is or is not consistent with the stated purpose of the planned unit development regulations set forth in subsection A of this section;**

The property is under 2 acres but should be considered a PUD to provide the guidelines and restrictions to compliment the townhome development to the south.

- 2. The extent to which the proposed plan meets the requirements and standards of the planned unit development regulations;**

Per the architectural, engineering and landscape plans, we are complimenting the property to the south acting as an extension to the townhome community to the south.

- 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;**

The density and footprints of the townhome units match the property to the south.

- 4. The extent to which the physical design of the proposed plan does or does not make adequate provision for public services, provide adequate control over vehicular traffic, provided for and protect designated common space, and further amenities of light and air, recreation and visual enjoyment;**

We have engaged the same civil engineer and architectural team to match the development to the south. The colors and building materials compliment the property to the south.

- 5. The extent to which the relationship and compatibility of the proposed plan is beneficial or adverse to adjacent properties and neighborhood;**

Per the recorded plat, 180 N East River Road has rights for accessibility to the private road which will remain private. We have been in contact with the HOA management company to discuss the development. We have also spoken to some of the neighbors to the south and to the east of the property.

- 6. The extent to which the proposed plan is not desirable to the proposed plan to physical development tax base and economic well being of the entire community;**

The property will increase the existing tax base.



**7. The extent to which the proposed plan is not in conformity with the recommendations of the comprehensive plan;**

The parcel is less than the 2 acre minimum required but it is a very logical use of land due to the “mirror” image of the townhome development to the south. The design will be a natural addition to the existing community and will allow for the clean up of a site that has been in disarray and will increase property values of the properties nearby.

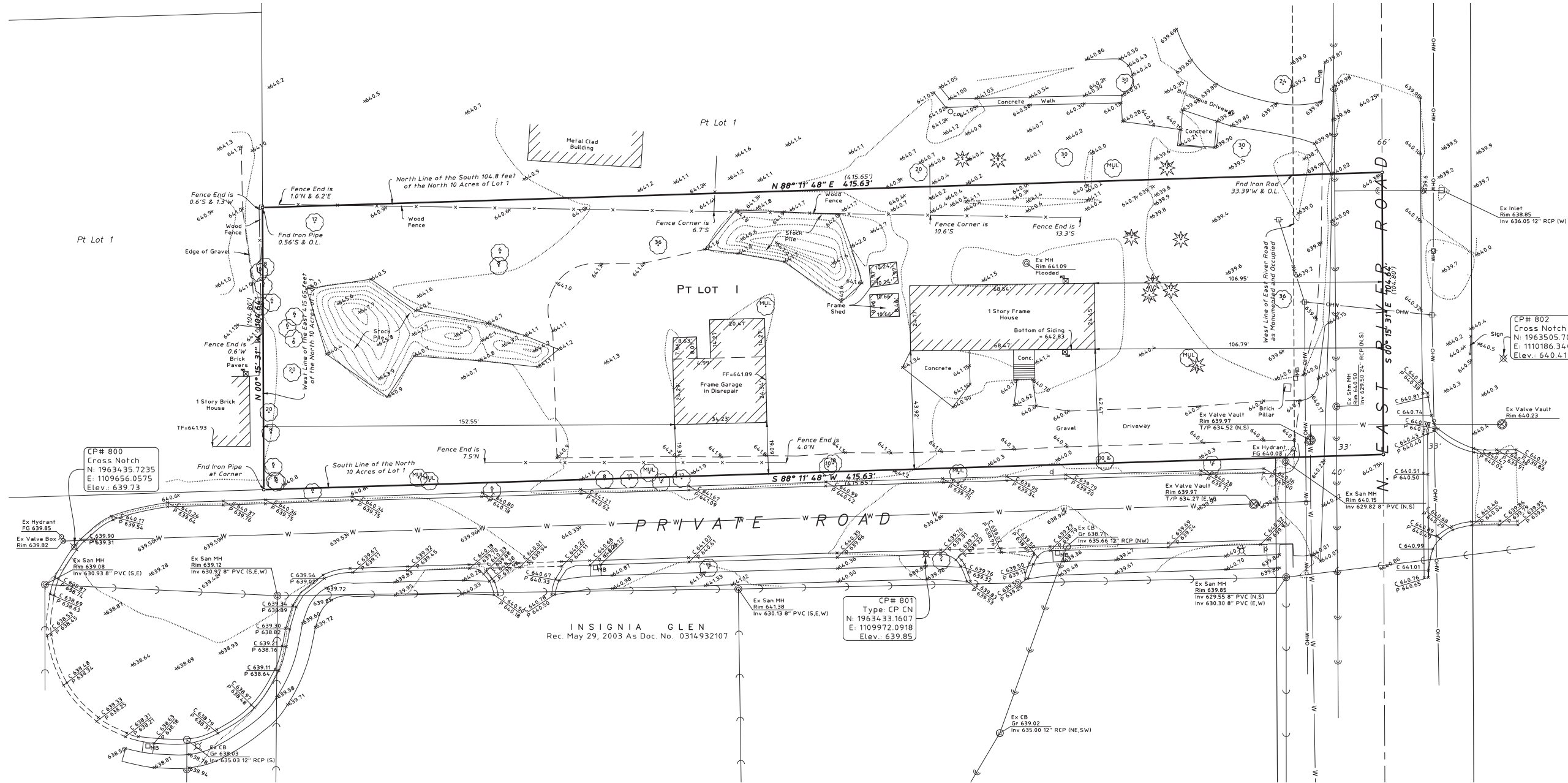
# PLAT OF SURVEY

LEGAL DESCRIPTION

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



Scale: 1" = 20'



**AREA SUMMARY**

TOTAL AREA	43,476 S.F.	0.99808 AC.
R.O.W. AREA	3,453 S.F.	0.07927 AC.
NET AREA	40,023 S.F.	0.91881 AC.

- Surveyor's Notes:
- Field work was completed on May 3, 2023.
  - The Horizontal coordinates and basis of bearing shown hereon are based on NAD 83(2011) Illinois East Zone 1201 State Plane Coordinates as referenced from Kara Company's RTK Network.
  - The Vertical Datum referenced hereon is based on NAVD 88 (Geoid 12A) as referenced from Kara Company's RTK Network.
  - A title commitment policy was not provided for this survey. This property may be subject to easements and/or restrictions not provided to the surveyor prior to the completion of this survey.
  - Utility information shown hereon is based upon field measurements, available records. Information from field data is limited to that which is visible and can be measured. This survey does not exclude the possibility of the existence of other underground utilities and/or structures. Record information is based upon data collected from both public and private sources. The completeness and/or accuracy of these records cannot be guaranteed, except for those items that can be verified by field measurement. Prior to any excavation contact J.U.I.E. (1-800-892-0123).

**Benchmark**

<b>Site Benchmark</b>	CP # 800 (see survey)	Description: Cross Notch	Elevation: 639.73	NAVD 88 (Geoid 12A)
	CP # 801 (see survey)	Description: Cross Notch	Elevation: 639.85	NAVD 88 (Geoid 12A)
	CP # 802 (see survey)	Description: Cross Notch	Elevation: 640.41	NAVD 88 (Geoid 12A)

**LEGEND**

	Manhole		Guy Wire
	Catch Basin		Utility Pole
	Inlet		Mailbox
	Clean Out		Curb & Gutter
	Storm Sewer Atlas		Depressed Curb
	Sanitary Sewer Atlas		Retaining Wall
	Water Main Atlas		Curb Elevation and Gutter/Pavement Elevation
	Fire Hydrant		Pavement Elevation
	Valve Vault		Sidewalk Elevation
	Valve Box		Ground Elevation
	B-Box		Contour Line
	Light Pole		Deciduous Tree
	Fence		Coniferous Tree
	Sign		Bush
	Gas Meter		Brushline
	Gas Line		Record
	Electric Line		On Line
	Overhead Utility Line		
	Fiber Optic Line		
	Electric Meter		



State of Illinois )  
 County of Cook ) SS:  
 This professional service conforms to the current Illinois minimum standards for a boundary topographic survey.  
 By: *[Signature]* May 10, 2023  
 Illinois Professional Land Surveyor No. 3695

**HAEGER ENGINEERING**  
 consulting engineers • land surveyors  
 100 East State Parkway, Schaumburg, IL 60173 • 647-394-6600 Fax: 647-394-6606  
 Illinois Professional Design Firm License No. 18-000132  
 www.haegerengineering.com

**BOUNDARY & TOPOGRAPHIC SURVEY**  
 180 NORTH EAST RIVER ROAD  
 DES PLAINES, ILLINOIS  
 COOK COUNTY

Project Manager: J D T  
 Drafter: J C H  
 Date: 2023-05-10  
 Project No: 23-067  
 Sheet: 1

**MAS Land Investments 2 LLC**

**711 Middleton Court, Palatine, IL 60067**

February 5, 2023

Insignia Glen 2, 180 N East River Road, Des Plaines, IL

**Project Narrative and Summary**

The proposed development is a new 16-unit townhome development with an open space / common area outlot which is to compliment the townhome community to the south, Insignia Glen. The land design as well as the architecture was designed in a fashion to compliment Insignia Glen to appear as a second phase to the existing community. The parcel has net acreage of 0.9 acres of which 0.4 acres will be allocated to buildable lots, and the remaining 0.48 acres (53%) will be allocated for open space.

The development is a PUD and we request PUD exceptions for minimum lot area and rear yard building setback. For the minimum lot area, the City ordinance requires 2,800 SF per dwelling unit (DU), while the smallest lot we are proposing is 1,040 SF. This comes out to an average of 2,456 SF per DU. For rear yard setbacks, the City ordinance requires 30 feet and we are proposing 22 feet.

Insignia Glen 2 is a proposed development which will share the private road to the south of the parcel. Per the Insignia Glen recorded plat, Document Number 0314932107, there is a 2.5' cross access easement to allow for use of the private road. MAS Land Investments 2 LLC is in communication with the Insignia Glen HOA to address any concerns or work out any details. It is our intention to cooperate with the HOA to the south. We will have our own HOA. Insignia Glen 2 is a one acre site and is mirroring the same layout of 4 - 4 unit 3 story townhome buildings with rear load garages that are in the existing development. MAS has engaged the same design team that designed Insignia Glen to assure consistency. The proposed development has two new drives that will service 2 buildings each. We are proposing 8 new parking spots along the private road to allow for guest parking as well as 2 parking spots per unit in driveways along with 2 car garages. We have proposed a sidewalk running east to west along the private road along with sidewalks to each individual unit.

Insignia Glen 2 has very similar color schemes for the exterior building products to blend with the units in Insignia Glen. The architecture is also very similar to blend with the existing development. There will be two floor plans with 2 or 3 bedroom options.

We are proposing permeable pavers in the alleyways and an infiltration trench along the east side of the development to meet runoff reduction requirements and encourage groundwater infiltration. We are also offering solar options to the proposed units as a way to potentially utilize renewable energy.

We are also proposing city sewer and water. We will be providing a 40' public roadway dedication along the east end of the parcel for that part of East River Road that is presently part of the property. This matches the dedication to the south.

Insignia Glen 2 will be a nice addition to Des Plaines and will be seen as an extension to Insignia Glen to the public.



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

Date: December 6, 2023  
To: Jonathan Stytz, 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: 180 E. River Rd. Proposed Townhomes

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Public Works and Engineering has reviewed the subject final engineering plans and the Engineer's Estimate of Cost for both private and public work. We are satisfied with both. Work can commence once the MWRD WMO permit is approved by the MWRD.

TPO/jl



March 13, 2024

Mayor Goczkowski and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 180 N. East River Road, 24-008-FPUD-FPLAT

**RE:** Consideration of a Final PUD to construct a 16-unit townhouse development and a Final Plat of Subdivision to split the Subject Property into 17 Lots

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on March 12, 2024 to consider all requests.

1. Josh Terpstra, engineer, provided an overview of the current requests, noting that this project was always envisioned as a second part of the original Insignia Glen development. He touched on access to the subject property via the private road located on 172 N. East River Road noting the existing cross-assess agreement in place. Mr. Terpstra also described the proposed utility and drainage improvements for the subject property referencing the proposed permeable paver drive aisles to assist with volume control and the proposed infrastructure to utilize the existing detention basin on 172 N. East River Road for stormwater run-off. He gave brief overview of the proposed landscaping for the development, specifically noting the substantial landscape improvements along N. East River Road and the east and south property lines. He concluded that there have been no changes to the architectural plans from the Preliminary PUD submittal to now.
2. PZB members asked for confirmation that the consideration tonight was for final PUD recommendation; why the developer could not add more brick to the building elevation facing N. East River Road; if they will reconstruct/pave half of the private drive at a time to maintain access for the Insignia Glen 1 residents; and who maintains/will maintain the snow removal and overall maintenance of the private drive with the new Insignia Glen 2 development. Staff responded that the PZB's consideration tonight is related to the Final PUD request in addition to the Final Plat of Subdivision request. Mr. Cox responded that they chose their exterior building materials and design in an effort to mirror the existing Insignia Glen 1 development next door, noting that the non-masonry materials facing N. East River Road and throughout the development would be complimentary to the existing development directly south. Mr. Terpstra responded that typically half of the private road would be reconstructed/repaved at one time and would likely be completed within a day. Mr. Polcyn responded that currently the Insignia Glen 1 Homeowner's Association (HOA) handles snow removal and overall maintenance of the private road but that the developer will contribute funds to share the cost of future maintenance and upkeep of the private road.
3. CED staff summarized the staff report with slides providing an overview of the requests and the process surrounding each. Staff described the overview of the project for a new townhouse PUD and the multiple steps involved to both annex and entitle the proposed development. Staff noted that this step 2 of 2 for the PUD and subdivision requests as both will need to be finalized and approved by City Council. Staff also touched on the annexation component noting that the annexation for the subject property would not be effective until all final zoning approvals were granted. Finally, staff identified the recommended conditions of approval and the motions before the PZB.

4. Multiple individuals from the public spoke on this request with concerns related to traffic, parking, safety, and construction staging and cleanliness. Mr. Terpstra responded that the existing private road is sufficient for access and circulation of both sites. He explained that each unit of Insignia Glen 2 will have four total off-street parking spaces—two covered garage spaces and two uncovered driveway spaces—which is double the number of parking spaces required by code. He added that eight guest parking spaces are proposed along the north side of the private drive and are for the purpose and use of residents on both developments. In regard to construction staging, he explained that staging will occur completely on the subject property, which will be fully fenced in during the construction process.
5. The PZB split their determination into two separate motions:
  - Voting 5-0 to recommend that City Council approve the Final PUD with staff recommended conditions; and
  - Voting 5-0 to recommend that City Council approve the Final Plat of Subdivision with staff recommended conditions.

Respectfully submitted,



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

**Pending Applications:**

1. **Address:** 1628 Rand Road **Case Number:** 24-004-CU

The petitioner is requesting the following items: (i) a Conditional Use amendment under Section 12-7-3(K) of the City of Des Plaines Municipal Code to allow a trade contractor use with outdoor display and storage; and (ii) a conditional use for a new motor vehicle sales use within existing tenant spaces in an existing multi-tenant building upon the subject property in the C-3 General Commercial zoning district.

PIN: 09-16-104-022-0000

Petitioner: Urszula Topolewicz, 2020 Berry Lane, Des Plaines, IL 60018

Owner: Art Investment LLC, 2020 Berry Lane, Des Plaines, IL 60018

The petitioner requested the continue this case to the April 9<sup>th</sup> Planning and Zoning Board Meeting.

Motion by Board Member Catalano, seconded by Board Member Weaver to approve a continuance to the April 9th Planning and Zoning Board Meeting.

AYES: Saletnik, Weaver, Catalano, Veremis, Szabo

NAYES: None

ABSTAIN: None

\*\*\*MOTION CARRIED\*\*\*

2. **Address:** 180 N. East River Road **Case Number:** 24-008-FPLAT-FPUD

**Issue:** The petitioner is requesting the following for the property at 180 N. East River Road: (i) a Final PUD, with exceptions for minimum lot area, building design, and required rear yard, to allow a 16-unit townhouse development; and (ii) a Final Plat of Subdivision to subdivide the existing single lot into 17 lots of record.

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

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

**Case Number:** 24-008-FPLAT-FPUD

**PIN:** 09-09-402-007-0000

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

**Existing Zoning:** Single Family Residential District (R4 in *Unincorporated Cook County*)

**Existing Land Use:** Single Family Residence

**Surrounding Zoning:** North: Single Family Residential District (R4) (Unincorporated Cook County)  
 South: R-3, Townhouse Residential District (City of Des Plaines)  
 East: R-3, Townhouse Residential District (City of Des Plaines)  
 West: Single Family Residential District (R4) (Unincorporated Cook County)

**Surrounding Land Use:** North: Single Family Residence (Residential)  
 South: Townhouse Residences (Residential)  
 East: Townhouse Residences (Residential)  
 West: Single Family Residence (Residential)

**Street Classification:** N. East River Road is classified as a major collector street and is under Cook County jurisdiction.

**Comprehensive Plan:** The subject property is in unincorporated Cook County and is not illustrated on the Future Land Use map in the 2019 Comprehensive Plan. However, the neighboring property abutting the subject property to the south is illustrated as multifamily residential. The Comprehensive Plan is generally supportive of exploring annexation opportunities.

**Project Description:**

*Overview*  
 Petitioner MAS Land Investments, LLC, owner of the subject property, intends to annex land to the City of Des Plaines and build a townhouse development. The subject property is located in unincorporated Cook County along N. East River Road and is comprised of one 40,245-square-foot (0.92-acre) parcel.

The subject property was improved with a one-story, 1,665-square-foot residence, a 1,194-square-foot detached garage (including two additions), two frame sheds approximately 82 and 90 square feet in size, and a combination of concrete and gravel driveway and parking areas as shown on the attached Plat of Survey. However, these improvements have since been demolished.

*Proposed Improvements*  
 The proposal includes the removal of all existing site improvements to redevelop the subject property into a 16-unit PUD similar to the Insignia Glen PUD located directly south of the subject property at 172 N. East River Road, which is already incorporated within Des Plaines (in other words, the property subject of this request is immediately north of and contiguous to Des Plaines' corporate boundary).



The proposed development consists of four separate three-story principal buildings—each with four units—as shown on the attached PUD Plat. The anticipated unit mix will be predominately two-bedrooms, but the floor plan is adaptable to create a third bedroom; the developer has not finalized the unit mix. Each unit will have an attached two-car garage on the lower level, living space with a balcony on the middle level, and bedrooms on the top level.

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

### **FINAL PUD**

#### **Request Description:**

##### *Overview*

On September 18, 2023 (Ordinance Z-26-23), the City Council granted preliminary PUD approval of petitioner MAS Land Investments' proposal for 16 townhouses, known collectively as Insignia Glen 2. The approval was based on a proposed two-bedroom units on the upper level—with an option for a third bedroom on the lower level in lieu of a flex space—all of which would be horizontally connected to other units (i.e. townhouse style) across four separate buildings. Each building would be three stories with each unit having a ground-floor, two-car, rear-loaded garage that faces inward toward the development, not toward public streets. Walkways would connect unit front doors to public and private sidewalks. Units include decks, porches, and small landscaped front yards. However, the amount of private open space per unit is minimal, as the concept is built around shared open space.

Interspersed throughout the proposed development is a landscaped common plaza of approximately 20,986 square feet with plantings, walkways, and open green space. There is no proposed stormwater detention area on Insignia Glen 2, but one private improvement is the addition of 12-inch storm sewer to connect with the existing detention area located on Insignia Glen 1 development at 172 N. East River Road. Eight visitor spaces are interspersed through the development, which in addition to the 32 outdoor and 32 indoor spaces for each of the 16 units would amount to a full total of 72 spaces, exceeding the minimum requirement of 36 pursuant to Section 12-9-7.

### *Concurrence with Preliminary Plat*

The petitioner's final proposal reflects the site design of the preliminary plans, including the exception requests acknowledged in Ordinance Z-26-23, which granted preliminary approval. These exceptions are pursuant to Section 12-3-5 and would grant relief from the bulk regulations of the R-3 district:

**-Minimum lot area:** Eight units are proposed with a lot area of 1,040 square feet, and eight units are proposed at 1,248 square feet. The proposed lot area for each unit includes only the livable space inside the building and a small landscaped front yard. All other areas in the development (e.g. open space, private drives, stormwater basin) are allocated not to dwelling units but instead to the development overall. The minimum lot area per dwelling unit requirement pursuant to Section 12-7-2.J is 2,800 square feet.

**-Minimum rear yard:** Pursuant to Section 12-7-2.J, a minimum 30-foot-rear-yard-setback is required for buildings in the R-3 district that exceed 35 feet in height. However, the westernmost building is proposed to be setback 22 feet from the property line requiring a PUD exception.

**-Building Design Standards:** Pursuant to Section 12-3-11, attached single-family residential (i.e., townhouses) shall be constructed with 100 percent face brick, natural stone, or anchored or adhered masonry veneer on all street facing and side elevations with at least two complimentary colors or materials and a minimum of eight feet from the top of foundation on all remaining elevations.. However, the elevations do include non-masonry materials (i.e., siding) on street facing elevations.

### *Landscaping, Screening, and Lighting*

The petitioner submitted a Final Landscape Plan that appears to conform with the requirements of Chapter 12-10. For example, building foundation landscaping is installed at the bases of the buildings, shade trees are interspersed throughout common areas and open space, and at lot lines where required—particularly at the north and west lot lines where the development abuts a single-family neighborhood—plantings are shown such that when they are mature, they should, in concert with the proposed fencing, provide ample screening. The petitioner has not submitted a photometric plan, but one will be required at time of building permit to show how light will be contained within the borders of the development in conformance with Section 12-12-10 of the Zoning Ordinance.

### *Streets and Access*

The subject property currently has direct access to N. East River Road (public street). However, based on the design of the proposed development this access point will be removed and sole access to the subject property will be via the existing private road located at 172 N. East River Road; cross-access agreement is effective. A portion of the subject property currently

extends to the centerline of N. East River Road. As such, the proposal includes a dedication of the eastern 4,186-square-foot portion of the property to be utilized for street purposes as indicated on the Final PUD Plan.

*Construction Schedule and Phasing Plan*

The petitioner has submitted the attached construction schedule as required by Section 12-3-5.H. In summary, the developer intends to construct the proposed development starting with complete sitework of the entire property and then installing each of the four buildings from east to west, starting with the building that would front N. East River Road. Pursuant to the Zoning Ordinance, the petitioner has an 18-month period of flexibility on the dates in the construction schedule before the City Council may re-evaluate the final PUD approval.

**FINAL PLAT OF SUBDIVISION**

**Request Description:**

*Overview*

The proposal includes a subdivision of the subject property from one, 43,476-square-foot lot to 17 lots of record, including a separate lot for each of the 16 units (Lots 1-16) and one lot (Lot 17) for the common area of the PUD. The petitioner received PZB approval of the Tentative Plat to subdivide the existing lot into 17 lots. Now the petitioner is requesting a Final Plat of Subdivision, titled Insignia Glen 2 Subdivision, for 17 lots as detailed in the attached Final Plat of Subdivision.

The subdivision plat shows the location, boundaries, and size of each lot, which vary from 1,040 to 1,248 square feet in size for the townhouse lots and equates to 20,986 square feet for the single common space lot proposed, totaling 39,290 square feet (0.90-acres). The remaining 4,186 square feet account for the portion of the property that extends into the N. East River Road right-of-way, which is proposed to be dedicated to Cook County as part of this request.

*Building Lines and Easements*

The Insignia Glen 2 Subdivision shows the following easements and building lines: (i) a new 25-foot front building setback line along North East River Road where the proposed subdivision abuts the street; (ii) a new 10-foot side building setback line along the north and south of the proposed subdivision; (iii) a new 22-foot rear building setback line along the west boundary of the proposed subdivision; (iv) a 2.5-foot cross access easement located on 172 N. East River Road but serves the subject property; and (v) a blanket easement for ingress, egress, public and private utilities, and drainage for Lot 17. The subdivision plat also shows the proposed dedication of the eastern 40-foot-long by 104-foot-wide portion of the subject property.

*Subdivision Process, Required Public Improvements*

Chapter 13-3 of the Subdivision Regulations allows the City to require various right-of-way (ROW) improvements based on criteria such as traffic

and effect on adjacent properties. Certain underground infrastructure is required to be installed to the standards required by Public Works and Engineering (PWE). Under Section 13-3-1, the developer is required to: (i) grind and resurface the entire width of the private drive; (ii) add new five-foot-wide sidewalk along N. East River Road for the entire frontage of the proposed development with depressed curbs at the private road entrance; (iii) add a new storm sewer connection and extend the sanitary sewer structure along N. East River Road for the entire frontage of the proposed development; and add a fire hydrant and light pole along the north property line at the end of both proposed private roads. The developer has provided PWE with an estimated cost of both private and public improvements totaling \$379,308, an amount for which PWE has approved as noted in the attached PWE Approval Letter.

**PUD Findings of Fact:**

The following is a discussion of standards for PUDs from Section 12-3-5 of the Zoning Ordinance. Rationale for how well the proposal addresses the standards is provided below and in the attached petitioner responses to standards. The Board may use the provided responses as written as its rationale, modify, or adopt its own.

**1. The extent to which the Proposed Plan is or is not consistent with the stated purpose of the PUD regulations in Section 12-3-5.A of this title:**

The proposed townhouse PUD generally aligns with the stated purposes of PUDs as analyzed in the Preliminary PUD Plat Review table above with a proposed multiple principal building development, designated open/common space, separate vehicular and pedestrian areas, perimeter and interior landscaping areas, and tree prevention plan, all of which foster public health, safety, and general welfare for residents.

**2. The extent to which the proposed plan meets the prerequisites and standards of the planned unit development regulations:**

The proposal is intended to meet the ownership/unified control requirements in the Zoning Ordinance. However, it did not meet the minimum size requirement, requiring a text amendment that was approved by City Council on September 5, 2023. That said, the PZB may determine if the proposed townhouse (two-family) developments with multiple principal buildings promote more unique and multiple use developments throughout the City, especially for annexation opportunities, which could benefit Des Plaines as a whole.

**3. The extent to which the proposed plan departs from the applicable zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to the density, dimension, area, bulk, and use and the reasons why such departures are or are not deemed to be in the public interest:**

The proposal departs from the bulk regulations in Section 12-7-2.J of the Zoning Ordinance as it includes a denser townhouse residential development that exceeds the 2,800-square-foot minimum lot area requirement and proposes a rear yard building setback of 22 feet, which is less than the required minimum 25-foot-setback. The proposed density is similar to the density on surrounding townhouse developments in the area and allows for additional housing stock in the City. The rear yard building

setback deficiency is located on the west side of the lot, which faces a single-family residence. However, the proposed landscape screening around the perimeter of the proposed townhouse PUD is sufficient to provide a defined transition between the two uses. In addition, the proposed development improves the current conditions of the subject property and development that is in disrepair.

**4. The extent to which the physical design of the proposed development does or does not make adequate provision for public services, provide adequate control of vehicular traffic, provide for, protect open space, and further the amenities of light and air, recreation, and visual enjoyment:**

The proposed design of the townhouse PUD and layout of residential buildings allow for a distinct open space/pedestrian area for all units, consolidated paved vehicular areas, and a defined separation between the two. It does provide for some recreational space in between the residential buildings, which could foster a greater quality of life for its residents. In addition, it substantially improves the aesthetic appearance and reduces adverse effects on the subject property.

**5. The extent to which the relationship and compatibility of the proposed development is beneficial or adverse to adjacent properties and neighborhood:**

The proposal is consistent with the existing townhouse residential developments to its south and east, especially the townhouse PUD located at 172 N. East River Road, which the proposed PUD development on the subject property is intended to mirror. It also redevelops a blighted property into a multiple unit residential development that will potentially improve surrounding property values.

**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.

**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 residences, which aligns with the housing goals and objectives of the Comprehensive Plan. It also redevelops an underutilized property and reduces blighted areas, both of which are promoted by the Comprehensive Plan.

**PZB Procedure and Recommended Conditions:**

Under Section 13-2-7 (Planning and Zoning Board's Procedure) of the Subdivision Regulations and Section 12-3-5.D.2.c (Procedure for Review and Decision for PUDs) of the Zoning Ordinance, the PZB has the authority to recommend that the City Council approve, approve with conditions, or deny the aforementioned requests at 180 N. East River Road.

The PZB should take the following motions. The zoning motions can be combined or taken individually:

- 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 Final PUD, with exceptions for minimum lot area, building design, and minimum required rear yard; and
- A motion pursuant to Section 13-2-7 of the Zoning Ordinance to *recommend* to City Council to

approve, approve with modifications, or deny the proposed Final Plat of Subdivision.

If the PZB recommends approval, staff recommends the following conditions.

**Conditions of Approval:**

1. All proposed improvements and modifications shall be in full compliance with all applicable codes and ordinances. Drawings may have to be modified to comply with current codes and ordinances.
2. Improvements to the private drive for driveway curb cuts and on-street parking shall comply with the cross-access easement recorded with the approved PUD for the Insignia Glen development immediately to the south.
3. All governing documents for the construction and ongoing operation of the proposed development including but not limited to any development/annexation agreements, covenants, conditions, and restrictions, or any operating reciprocal easement agreements must be submitted to and approved by the City's General Counsel prior to the recording of the Final Plat of PUD or Final Plat of Subdivision.
4. All land use and permitting approvals shall not become effective until the City finalizes approval of annexation of the subject property.

Josh Terpstra from Haeger Engineering provides an overview of the project. This group was previously before the Board and Council to annex this property into the City. The developer has two requests: approval of the final plat of subdivision to allow for townhouses. They are also requesting a rear yard setback reduction to 22 feet. There are also two other exceptions about the square footage of the lots and the masonry.

A context slide and map is provided. This area was annexed into the City and zoned R-3 like the neighboring parcels. Immediately to the south is the original Insignia Glen subdivision. Haeger Engineering also did this subdivision and PUD for the original Insignia Glen development. It was always envisioned that this proposed development would occur.

The existing site is a single-family home with a shed and other structures. Everything is proposed to be demolished.

The plan is in line with the existing Insignia Glen. Proposed access is from N. East River Rd onto the private cul-de-sac. There is an access easement provided on this lot. There are also utilities in and around the cul-de-sac. The detention is under the MWRD jurisdiction. The developer proposes permeable pavers and a drainage feature along the road. These elements provide the necessary volume control and allow for best management practices for stormwater.

J Davito did the landscaping plan. Mr. Terpstra gave an overview of the landscape plan, although J Davito was not in attendance at the meeting. The larger dark circles on the plan are trees and foundation plantings are provided per code.

The architecture is the same as it was for the preliminary PUD and tentative subdivision and the architect was available to answer any questions.

Senior Planner Jonathan Stytz summarizes the staff report.

Member Weaver asks about whether this is a preliminary or final PUD. Mr. Stytz clarifies it is a final PUD.

Member Szabo asks why full masonry is not provided on the building and why there is an exception requested.

Jay Cox, the architect, stated there are a few factors. The team started with the Des Plaines guidelines and worked with staff through many versions. However, the focus of the developer is to make a complementary development to the original Insignia Glen, with a mixture of siding and brick. Staff is doing their job to point out this masonry requirement, but the developer believes the fabric of community is better maintained by being complementary to the existing development, so it appears to be a complete project, versus having two phases look different.

Chairman Szabo stated they may look a little different but does not see a reason why masonry would not be possible. However, they are in favor of the project. Szabo stated that he sees other communities and their new buildings look so much more substantial compared to Des Plaines.

Chairman Szabo asked the audience if there was anyone who would like to speak on the proposal. Several individuals raised their hands.

Linda Radford, 172 N. East River Road, expressed concerns about traffic. With 16 more units, 72 more cars are going down this road. With delivery trucks coming 1-2 times a day and all the other mail, landscapers, etc. that will cause more traffic. I want to know what the builders think about this. I live in the first phase of Insignia Glen.

Member Catalano asked for clarification on what Ms. Radford meant by the “shared road” and if they meant N. East River Rd. Ms. Radford responded that they were referring to the cul-de-sac.

Satyabrata Mahapatra, 172 N. East River Rd, Unit C, expressed concerns about traffic. Since there is limited space, people will use their development’s side for walking, biking, and parking. They will create more traffic. Mr. Mahapatra also expressed concerns that they do not have guest parking and no parking nearby and asked how this situation will be dealt with. It will still be hard to figure out who is a resident and who is not.

Syed Qadri, 172 N. East River Rd, expressed gratitude at the opportunity to express concerns. They wanted to know what the easement access grants the developers along the road. The residents have their plat of surveys that show the private road, and it grants easement to utility companies for ingress/egress. They would like documentation that states how the developer is able to use the road. The development utilizing the road for their development, which they have paid to maintain for 15 years. Mr. Qadri added that residents currently utilize the private road for overflow parking.

Mr. Qadri stated at the previous meeting, the developer described the association recovering 50% of the cost from tearing up the road during construction. He does not want access affecting their homes and quality of life. The neighbors do not feel it is ethical to pay for the re-construction of the private road, regardless if they have the easement. Insignia Glen residents should not pay for this work.

Mr. Qadri wants a better understanding of how they will tackle the traffic. There is no parking on N. East River Rd or Golf Rd. Extra vehicles might be expected during holidays. Residents don't have anywhere to park during holidays. Currently with the units we have, that road gets fully utilized. We don't know where those extra cars will park. The proposed guest parking is not adequate based on our experience and will cause issues for existing residents.

Rina Mahapatra, 172 N. East River Rd, expressed additional concerns about the road being too crowded. He believes the extra traffic will put their lives in danger. If the City approves it, the existing residents will have to live with the situation. The neighbors think this should be a private road or they should make their own road.

Staff and Haeger engineering discuss width of road. He mentioned it is approximately 24 feet wide. The proposed parking includes two exterior and two interior parking spaces for each unit. There are eight proposed guest parking spaces for use by the existing and proposed development. Walkways will be added north of the private road for use by both developments. A new walkway will be added along N. East River Road. Cross-access easement was recorded in 2002. The developer will cover 100 percent of the cost to reconstruct of the private drive.

Member Veremis asked who will maintain the private road for snow removal, general maintenance, etc. Mr. Terpstra responded that the current Homeowner's Association (HOA) at 172 N. East River Road maintains the private drive now but with the proposed development, the developer will cover a percentage of the maintenance costs.

Mr. Terpstra stated the current HOA handles that. The developer offered to pay a percentage of the road maintenance. It was a percentage of the 16 proposed units and the 24 units on the other side. Maintenance of the road would be a shared cost.

Mr. Mahapatra spoke again about on-street parking. The residents have to share the same road and are not satisfied with the developer's answer. How are they going to manage the parking? Suppose they have guests, where will they park?

Mr. Qadri asked additional questions about construction staging: How will they maintain the cleanliness of adjacent properties during construction? Will there be a fence? Will they ensure driveway stays clear of construction equipment or material so residents can continue to have full access to our property?

Todd Polcyn stated they will do the site work first and then work on the first building along N. East River Rd work. All staging will be contained on the subject property. A construction fence will be locked every day. The construction work will be monitored.

Chairman Szabo confirmed with the developer that a construction fence will surround the property entirely. The developer stated yes.

Mr. Terpstra stated the development will have a storm water improvement plan (SWPP) that limits the amount of debris on the site, particularly if it rains a lot. There are construction entrances to shake the mud loose. The City keeps a close eye on construction activities. The City will enforce any areas that need to be swept. Every effort will be made to maintain the SWPP regulations.



Member Veremis asked about the phasing of the road improvements: will it be done half of the road at a time? How long would it take? Mr. Terpstra stated that is typically how it works, but the developer does not have a contractor yet for the staging plan. There should no problem pouring in less than a day.

Member Weaver stated the responses to the questions were helpful.

A motion was made by Board Member Weaver, seconded by Board Member Veremis, to recommend City Council approve the PUD with exceptions and the four conditions as noted by staff.

AYES:	Szabo, Fowler, Weaver, Saletnik, Veremis, Catalano
NAYS:	None
ABSENT:	Hofherr, Fowler
ABSTAIN:	None

\*\*\*MOTION CARRIED\*\*\*

A motion was made by Board Member Weaver, seconded by Board Member Catalano, to recommend City Council their approval of the final plat of subdivision with the four conditions as drafted by staff.

AYES:	Szabo, Fowler, Weaver, Saletnik, Veremis, Catalano
NAYS:	None
ABSENT:	Hofherr, Fowler
ABSTAIN:	None

\*\*\*MOTION CARRIED\*\*\*

Mr. Mahapatra approached the podium and stated their issues were not addressed regarding parking and traffic.

Chairman Szabo stated the board may see the issue differently, but do not have the final say on this project. The PZB recommends the City Council approval and encourages interested members of the public to attend the City Council meeting for this case.

**3. Address: 1421 Henry Ave Case Number: 24-009-V**

The petitioner is requesting a standard variation to reduce the required front yard setback from 25 feet to 11 feet 6 inches to construct a full second-story addition onto the existing single-family residence at 1421 Henry Ave.

Petitioner: George Cherny, 2742 Linneman Street, Glenview, IL 60025

Owner: George Cherny, 2742 Linneman Street, Glenview, IL 60025

Case Number: 24-009-V

**CITY OF DES PLAINES**

**ORDINANCE Z - 5 - 24**

**AN ORDINANCE APPROVING A FINAL PLANNED UNIT DEVELOPMENT PLAT AND FINAL PLAT OF SUBDIVISION FOR 180 N. EAST RIVER ROAD, DES PLAINES, ILLINOIS. (Case #24-008-FPUD-FPLAT).**

**WHEREAS**, MAS Land Investments 2, LLC ("**Developer**") is the owner of that parcel of real property commonly known as 180 N. East River Road ("**Development Property**"), which is located in unincorporated Cook County; and

**WHEREAS**, the Development Property is currently vacant following the demolition of all improvements; and

**WHEREAS**, the Developer desires to annex the Development Property to the City develop a residential planned development consisting of 16 townhouses ("**Proposed Development**") thereupon; 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**, on September 5, 2023, the City Council of the City of Des Plaines approved a text amendment through Ordinance No. Z-23-23 removing the PUD lot size requirement for residential zoning districts for detached single family and attached townhouse developments consisting of multiple principal buildings when the PUD is associated with a petition for annexation ("**Text Amendment Approval**"); and

**WHEREAS**, on September 18, 2023, the City Council of the City of Des Plaines approved: (i) an Annexation Agreement for the Development Property between the City and the Developer ("**Annexation Agreement**") pursuant to Resolution No. R-167-23; and (ii) a Plat of Annexation ("**Plat of Annexation**") pursuant to Ordinance No. A-1-23 annexing the Development Property to the City of Des Plaines (collectively, the Annexation Agreement and the Plat of Annexation are the "**Annexation Approvals**"); and

**WHEREAS**, on September 18, 2023, the City Council of the City of Des Plaines approved: (i) a Preliminary Planned Unit Development ("**Preliminary PUD**"); and (ii) a map amendment ("**Map Amendment**") to the "Zoning Map of the City of Des Plaines" ("**Zoning Map**") to classify the Development Property to the R-3 Townhouse Residential District (collectively, the Preliminary PUD and Map Amendment are the Preliminary PUD are the "**Zoning Approvals**"); and

**WHEREAS**, pursuant to Section 13-2-2 of the Subdivision Regulations, the Planning and Zoning Board approved the Tentative Plat of Subdivision ("**Tentative Plat Approval**") (collectively, the Text Amendment Approval, Annexation Approvals, Zoning Approvals, and Tentative Plat Approval are the "**Preliminary Approvals**"); and

**WHEREAS**, pursuant to Section 12-3-5 of the Zoning Ordinance and Section 13-2-8 of the Subdivision Regulations, the Developer ("**Petitioner**") filed an application with the City for the approval of: (i) a final planned unit development plat for the Development Parcel ("**Proposed Final Plat of PUD**"), including certain proposed exceptions within the proposed planned unit development ("**Proposed PUD Exceptions**"); and (ii) a Final Plat of Subdivision ("**Final Plat of Subdivision**") (collectively, (i) and (ii) 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 March 12, 2024, pursuant to publication in the *Des Plaines Journal* on February 21, 2024; and

**WHEREAS**, notice of the public hearing was mailed to all property owners within 300 feet of the Development Property; and

**WHEREAS**, during the public hearing the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the provisions of the Zoning Ordinance; and

**WHEREAS**, pursuant to Sections 12-3-5 and 12-3-7 of the Zoning Ordinance, the Board filed a written report with the City Council on March 13, 2024, summarizing the testimony and evidence received by the Board and stating its recommendation by two separate motions, voting 6-0 to recommend approval 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 March 21, 2024, and has determined that it is in the best interest of the City and the public to approve the Requested Relief in accordance with the provisions of this Ordinance;

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

**SECTION 1. RECITALS.** The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for the approval of the Proposed Map Amendment.

**SECTION 2. LEGAL DESCRIPTION OF THE DEVELOPMENT PROPERTY.** The

Development Property is legally described as:

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

PIN: 09-09-402-007-0000

Commonly known as 180 N. East River Road, Des Plaines, Illinois 60016

**SECTION 3. APPROVAL, EXECUTION, AND RECORDATION OF THE FINAL PLAT OF SUBDIVISION.**

A. Approval of Final Plat of Subdivision. In accordance with, and pursuant to, the Subdivision Code, and subject to, and contingent upon, the conditions, restrictions, limitations, and provisions set forth in Section 5 of this Ordinance, the final plat of subdivision, titled "Final Plat of Insignia Glen 2 Subdivision," prepared by Haeger Engineering, consisting of three sheets, and dated March 5, 2024 ("*Final Plat of Subdivision*"), a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit A**, is hereby approved.

B. Execution of the Final Plat. The City Council hereby authorizes and directs the Mayor, City Clerk, Chairperson the PZB, Director of Finance, and Director of Public Works and Engineering to execute, on behalf of the City, the Final Plat of Subdivision following its execution and delivery to the City Clerk by the Petitioner and all other required parties.

C. Recordation of Final Plat of Subdivision. The City Clerk is directed to record the executed Final Plat of Subdivision with the Cook County Recorder of Deeds upon satisfactory completion all conditions precedent to recordation set forth in this Ordinance and of all administrative details relating thereto.

**SECTION 4. APPROVAL OF FINAL PLAT OF PLANNED UNIT DEVELOPMENT  
AND PERMITTED EXCEPTIONS.**

A. In accordance with Section 12-3-5 of the Zoning Ordinance, and subject to and contingent upon the conditions, restrictions, limitations, and provisions set forth in Section 5 of this Ordinance, the final plat of planned unit development, consisting of the following documents (collectively, “*Final Plat of Planned Unit Development*”) is hereby approved:

1. The Final Planned Unit Development Plat of Insignia Glen 2 (“*PUD Site Plan*”), prepared by Haeger Civil Engineering, consisting of four sheets, with a latest revision date of March 5, 2024, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**;

2. The Insignia Glen 2 Townhouse Elevations and Floor Plans (“*Architectural Plans*”), prepared by Cobu Architecture Studio, consisting of ten sheets, with a latest revision date of August 1, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**;

3. The Landscape Plan/Tree Survey and Preservation Plan (“*Landscape and Tree Preservation Plan*”), prepared by J. Davito Design, INC., consisting of two sheets, and dated June 30, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit D**;

4. Select Insignia Glen 2 Site Improvement Plans (“*Final Engineering Plans*”), prepared by Haeger Engineering, consisting of 10 sheets labeled C1.0, C3.0, C4.0, C5.0, C5.1, C6.0, EX1.0, EX2.0, EX3.0, and EC3.0, and with a latest revision date of March 5, 2024, copies of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit E**;

5. The Insignia Glen 2 Construction Schedule (“*Phasing Plan*”), prepared by the Developer, consisting of one sheet, and dated March 5, 2024, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit F**;

B. In accordance with Section 12-3-5 of the Zoning Ordinance, and subject to and contingent upon the conditions, restrictions, limitations, and provisions set forth in Section 5 of this Ordinance, the following exceptions to the Zoning Ordinance for the Proposed Development are approved:

1. An exception from Section 12-7-2.J of the Zoning Ordinance, to reduce the minimum lot area to 1,040 square feet per dwelling unit for eight townhouse units and 1,248 square feet for eight townhouse units, where a minimum of 2,800 square feet per dwelling unit is required;

2. An exception from Section 12-7-2.J of the Zoning Ordinance, to reduce the minimum rear building setback distance to 22 feet for one townhouse building, where a minimum 30-foot-rear-yard-setback is required for a townhouse building over 35 feet; and

3. An exception from 12-3-11.D.2.a(3), to allow non-masonry materials on the east street-facing building elevation, where attached single and multi-family residential are required to be constructed with 100 percent face brick on all ground floor and first floor street facing and side elevations.

**SECTION 5. CONDITIONS OF APPROVAL.** The approvals granted in Sections 3, 4, and 5 of this Ordinance are expressly subject to and contingent upon compliance by the Petitioner with each and all of the following conditions, all at the sole cost and expense of the Petitioner:

A. All proposed improvements and modifications shall be in full compliance with all applicable codes and ordinances. Drawings may have to be modified to comply with current codes and ordinances.

B. Improvements to the private drive for driveway curb cuts and on-street parking shall comply with the cross-access easement recorded with the approved PUD for the Insignia Glen development immediately to the south.

C. All governing documents for the construction and ongoing operation of the proposed development including but not limited to any development/annexation agreements, covenants, conditions, and restrictions, or any operating reciprocal easement agreements must be submitted to and approved by the City's General Counsel prior to the recording of the Final Plat

of PUD or Final Plat of Subdivision.

D. All land use and permitting approvals shall not become effective until the City finalizes approval of annexation of the subject property.

**SECTION 6. RECORDATION; BINDING EFFECT.** A copy of this Ordinance must be recorded in the Recordings Division of the Cook County Clerk's Office. This Ordinance and the privileges, obligations, and provisions contained herein will inure solely to the benefit of, and be binding upon, the Petitioner and its respective heirs, representatives, successors, and assigns.

**SECTION 7. FAILURE TO COMPLY WITH CONDITIONS.**

A. Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than seventy-five dollars (\$75.00) or more than seven hundred and fifty dollars (\$750.00) for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner fails to develop or maintain the Subject Property in accordance with the plans submitted, the requirements of the Zoning Ordinance, Subdivision Code, Redevelopment Agreement, or the conditions set forth in Section 5 of this Ordinance, the approvals granted by Sections 3 and 4 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the R-3 District. Further, in the

event of such revocation, the City Manager and the City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner.

**SECTION 7. AMENDMENTS.** Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance and the Subdivision Code.

**SECTION 8. SEVERABILITY.** If any paragraph, section, clause, or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

**SECTION 9. EFFECTIVE DATE.** This Ordinance and recordation of the annexation plat and annexation and development agreement shall be in full force and effect subject to:

- A. its passage and publication in pamphlet form in the manner required by law;
- B. the Developer providing sufficient proof of right via cross access easement to allow resident and guest passageway to and from N. East River Road to the satisfaction of the city attorney;
- C. execution and recordation of an Annexation and Development Agreement between the City and the Petitioner for the Development Property; and
- D. payment by the Petitioner of all amounts due pursuant to Sections 9 and 11 of the Agreement.

[SIGNATURE PAGE FOLLOWS]



PASSED this \_\_ day of \_\_\_\_\_, 2024.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved as to form:

\_\_\_\_\_

CITY CLERK

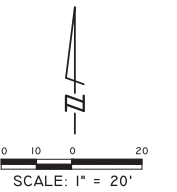
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Peter M. Friedman, General Counsel

DP Ordinance for Final Planned Unit Development and Final Plat of Subdivision for 180 N. East River Road

# FINAL PLAT OF INSIGNIA GLEN 2 SUBDIVISION

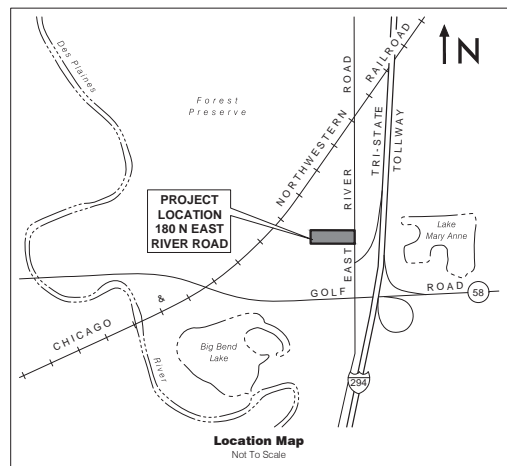
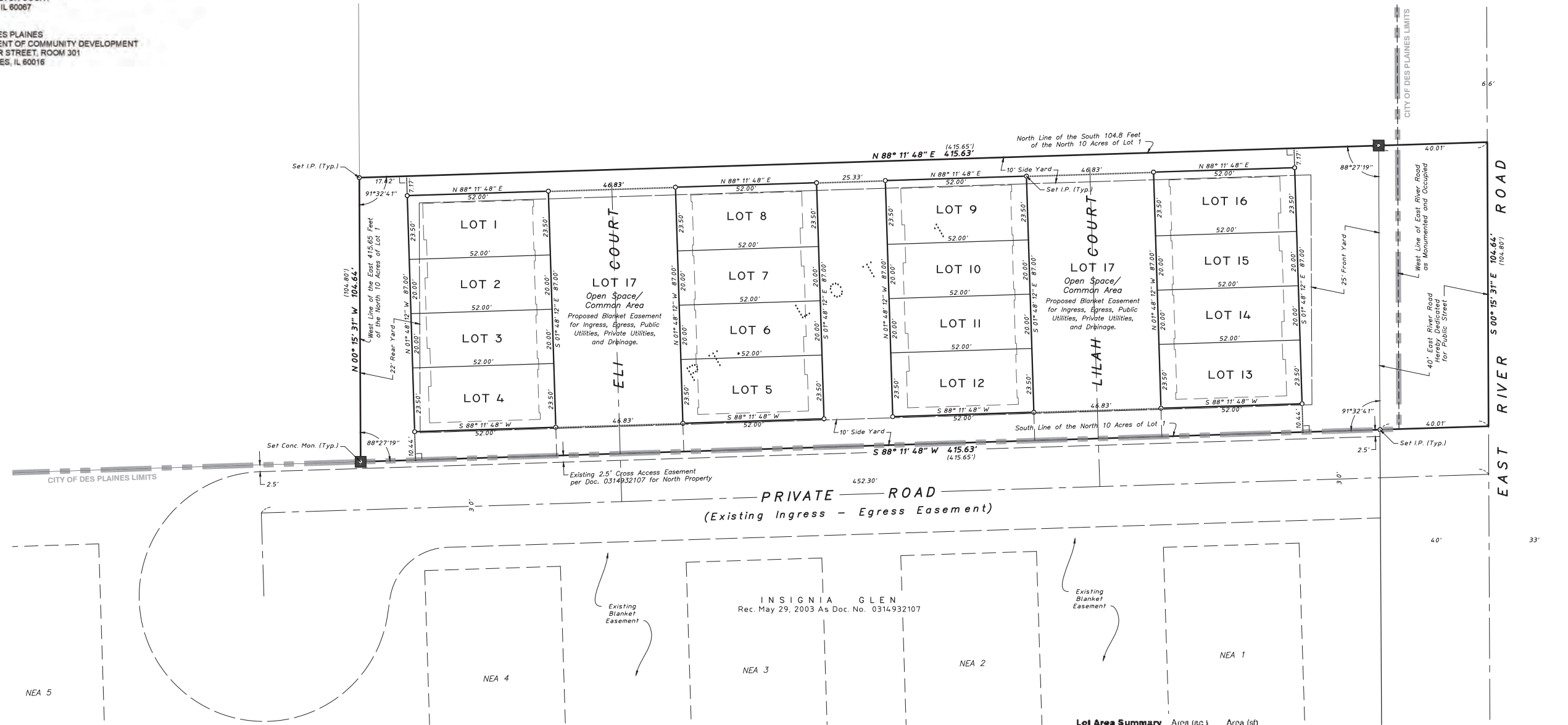
BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH,  
RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



**PREPARED BY:**  
HAEGER ENGINEERING, LLC  
CONSULTING ENGINEERS AND LAND SURVEYORS  
100 E. STATE PARKWAY  
SCHAUMBURG, IL 60173  
TEL: (847)394-6600  
FAX: (847)394-6608  
PROJECT NO. 23-067

**PLAT PREPARED FOR, SUBMITTED BY AND SEND NEW TAX BILL TO:**  
MAS LAND INVESTMENTS 2, LLC  
711 MIDDLETON COURT  
PALATINE, IL 60067

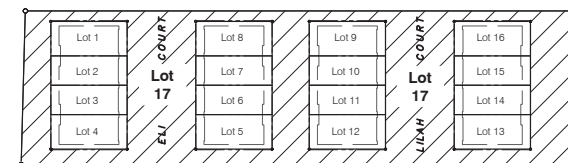
**MAIL PLAT TO:**  
CITY OF DES PLAINES  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
1420 MINER STREET, ROOM 301  
DES PLAINES, IL 60016



**LEGAL DESCRIPTION**

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

**Lot 17 Open Space**  
Not to Scale



**Note**  
Lot 17 is an "Open Space"/Common Area and Blanket Easement for Ingress / Egress, Public Utilities, Private Utilities and Drainage" benefiting Lots 1 to 16.

Lot Area Summary	Area (ac.)	Area (sf)
Gross Site Area	0.09307	43,476
ROW Deduction	(0.00000)	-0
Net Site Area	0.09307	43,476
Lot Areas		
Lot 1	0.02805	1,222
Lot 2	0.02388	1,046
Lot 3	0.02388	1,046
Lot 4	0.02805	1,222
Lot 5	0.02805	1,222
Lot 6	0.02388	1,046
Lot 7	0.02388	1,046
Lot 8	0.02805	1,222
Lot 9	0.02805	1,222
Lot 10	0.02388	1,046
Lot 11	0.02388	1,046
Lot 12	0.02805	1,222
Lot 13	0.02805	1,222
Lot 14	0.02388	1,046
Lot 15	0.02388	1,046
Lot 16	0.02805	1,222
Lot 17 Open Space	0.48655	21,194
<b>Total</b>	<b>0.90198</b>	<b>39,290</b>

**Legend**

- Subdivision Boundary Line
- Easement Line
- Building Setback Line
- Set Iron Pipe
- Set Concrete Monument
- New Lot Number
- Underlying Parcel Number

**Notes:**

- There shall be no direct vehicular access from Lot 17 to East River Road.
- Lot 17 is an "Open Space"/Common Area and Blanket Easement for Ingress / Egress, Public Utilities, Private Utilities and Drainage" benefiting Lots 1 to 16.
- The basis of bearing shown hereon is based on NAD 83(2011) Illinois East Zone 1201 State Plane Coordinates as referenced from Kara Company's RTK Network.

Originally Prepared: 09/25/2023 Project No. 23-067

**HAEGER ENGINEERING**  
consulting engineers • land surveyors

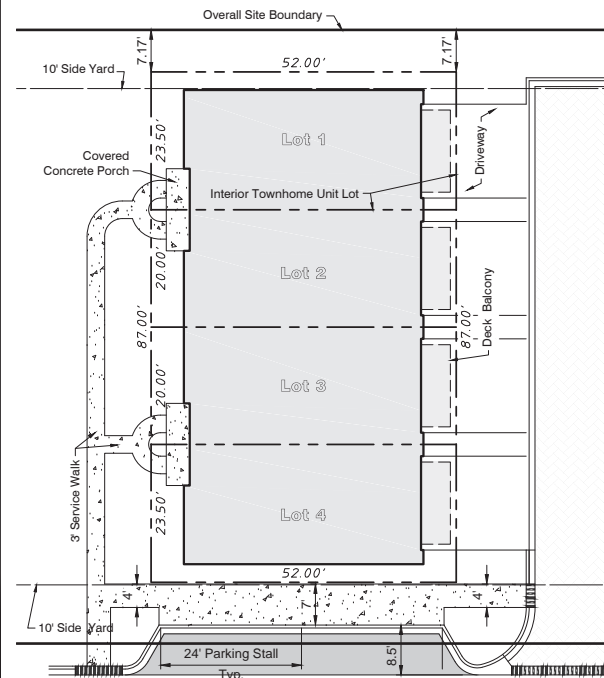
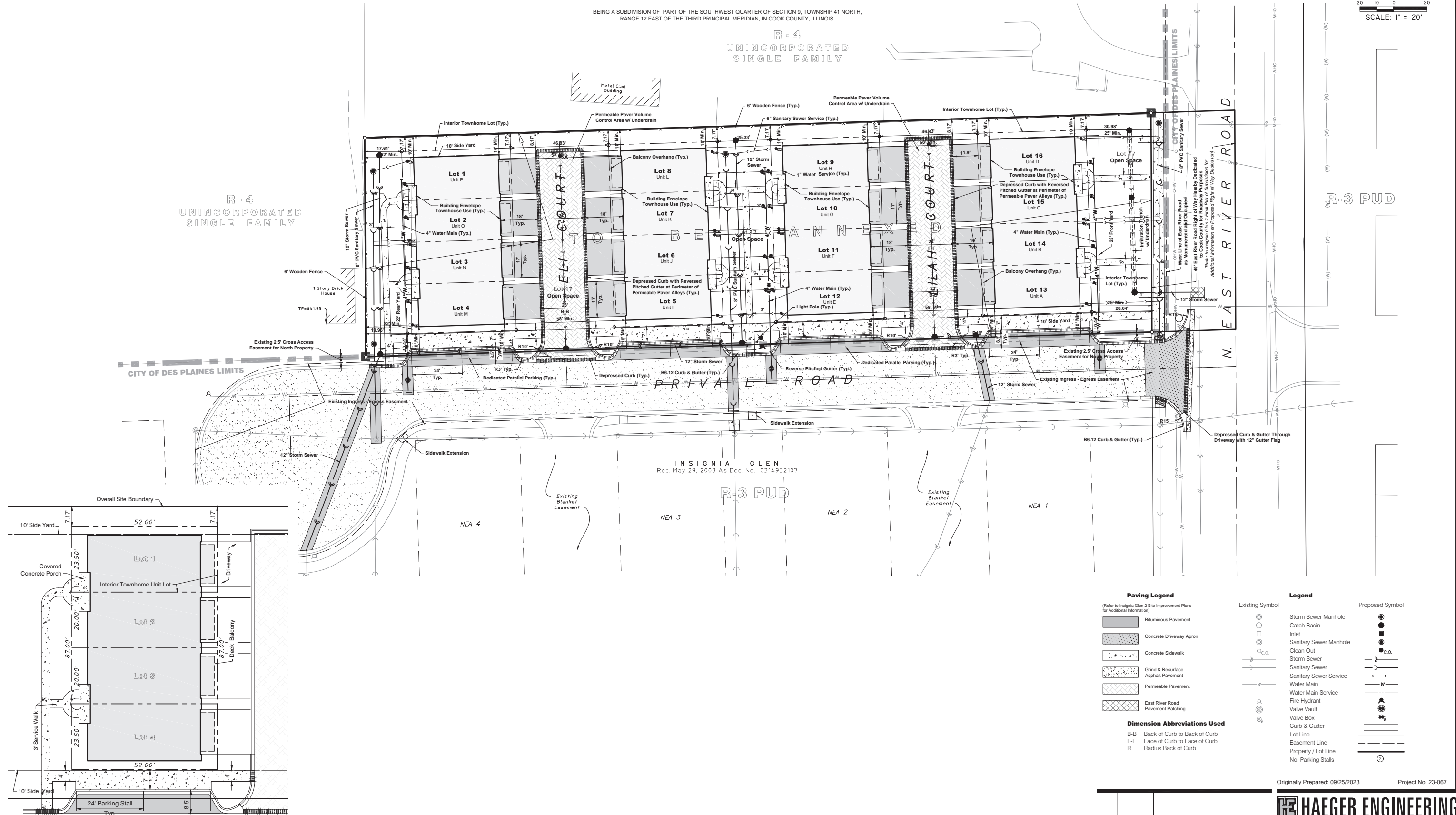
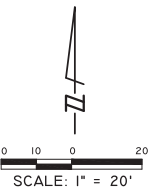
100 East State Parkway, Schaumburg, IL 60173  
Tel: 847.394.6600 Fax: 847.394.6608  
Illinois Professional Design Firm License No. 184-003152  
www.haegerengineering.com

No.	Date	Revision
2	03-05-2024	Per City Review
1	12-01-2023	Per City Review

# FINAL PLAT OF INSIGNIA GLEN 2 SUBDIVISION

BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH,  
RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

R-4  
UNINCORPORATED  
SINGLE FAMILY



Lot Detail  
Not to Scale

**Paving Legend**  
(Refer to Insignia Glen 2 Site Improvement Plans for Additional Information)

- Bituminous Pavement
- Concrete Driveway Apron
- Concrete Sidewalk
- Grind & Resurface Asphalt Pavement
- Permeable Pavement
- East River Road Pavement Patching

**Dimension Abbreviations Used**

- B-B Back of Curb to Back of Curb
- F-F Face of Curb to Face of Curb
- R Radius Back of Curb

**Legend**

Existing Symbol	Proposed Symbol
○	● Storm Sewer Manhole
□	■ Catch Basin
○	● Inlet
○	● Sanitary Sewer Manhole
○	● Clean Out
○	● Storm Sewer
○	● Sanitary Sewer
○	● Sanitary Sewer Service
—	— Water Main
—	— Water Main Service
○	● Fire Hydrant
○	● Valve Vault
○	● Valve Box
—	— Curb & Gutter
—	— Lot Line
—	— Easement Line
—	— Property / Lot Line
—	— No. Parking Stalls

Originally Prepared: 09/25/2023 Project No. 23-067

**HAEGER ENGINEERING**  
consulting engineers • land surveyors

100 East State Parkway, Schaumburg, IL 60173  
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No.	Date	Revision
2	03-05-2024	Per City Review
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# FINAL PLAT OF INSIGNIA GLEN 2 SUBDIVISION

BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH,  
RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### OWNER CERTIFICATE

OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPTS THIS PLAT OF SUBDIVISION; ESTABLISHES THE MINIMUM BUILDING RESTRICTION LINES, DEDICATES THE ROAD INDICATED THEREON TO PUBLIC USE; AND ESTABLISHES ANY OTHER EASEMENTS SHOWN THEREON.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, AD, 2023

BY: \_\_\_\_\_ DATED \_\_\_\_\_  
OWNER

### NOTARY CERTIFICATE

STATE OF ILLINOIS )  
                          ) SS:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE 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 SIGNED AND DELIVERED SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

### SCHOOL DISTRICT NOTE

THE LAND INCLUDED HEREIN FALLS WITHIN THE FOLLOWING SCHOOL DISTRICTS:  
DES PLAINES SCHOOL DISTRICT 62  
MAINE TOWNSHIP HIGH SCHOOL DISTRICT 207  
OAKTON COMMUNITY COLLEGE DISTRICT 535

### DIRECTOR OF PUBLIC WORKS & ENGINEERING

APPROVED BY THE DIRECTOR OF PUBLIC WORKS & ENGINEERING OF THE CITY OF DES PLAINES, ILLINOIS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS AND ENGINEERING

### DIRECTOR OF FINANCE

I CERTIFY THAT THERE ARE NO DELINQUENT OR CURRENT UNPAID SPECIAL ASSESSMENTS ON THE PROPERTY SHOWN ON THIS PLAT.  
DATE \_\_\_\_\_

\_\_\_\_\_  
DIRECTOR OF FINANCE

### PLANNING AND ZONING BOARD

APPROVED BY THE PLANNING AND ZONING BOARD OF THE CITY OF DES PLAINES, ILLINOIS ON THIS DAY \_\_\_\_\_ OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CHAIRMAN

### MAYOR

APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DES PLAINES ILLINOIS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
MAYOR

ATTEST:

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

### COOK COUNTY

THIS PLAT HAS BEEN APPROVED BY COOK COUNTY WITH RESPECT TO ROADWAY ACCESS PROVIDED THAT A PERMIT IS SUBMITTED TO THE COUNTY FOR ANY PROPOSED WORK WITHIN THE PUBLIC RIGHT-OF-WAY OF ROADWAYS UNDER COUNTY JURISDICTION.

APPROVED BY: \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

### EASEMENT FOR STORM WATER DRAINAGE

A PERMANENT AND PERPETUAL EASEMENT IS HEREBY GRANTED TO THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS ("CITY"), ITS SUCCESSORS AND ASSIGNS, AND TO, AND FOR THE USE AND BENEFIT OF, THE OWNERS OF ALL OF THE LOTS IN THIS SUBDIVISION, FOR THE SOLE PURPOSE OF STORM WATER DRAINAGE, IN, UPON, UNDER, ALONG AND ACROSS THE AREAS DESIGNATED "EASEMENT FOR STORM WATER DRAINAGE" ON THIS SUBDIVISION PLAT. NO CHANGE SHALL BE MADE IN THE FINISHED GRADE OF THE LAND WITHIN ANY "EASEMENT FOR STORM WATER DRAINAGE," AND NO CONSTRUCTION OF ANY KIND WHATSOEVER SHALL BE ERECTED OR PERMITTED TO EXIST WITHIN ANY "EASEMENT FOR STORM WATER DRAINAGE" THAT MIGHT MATERIALLY REDUCE THE STORM WATER DRAINAGE CAPACITY THEREOF. TREES, SHRUBS, FENCES, AND NORMAL LANDSCAPE PLANTING SHALL BE PERMITTED WITHIN ANY "EASEMENT FOR STORM WATER DRAINAGE" ONLY WITH THE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF DES PLAINES. EACH OWNER OF A LOT WITH ANY "EASEMENT FOR STORM WATER DRAINAGE" LOCATED ON IT SHALL MAINTAIN A GRASS COVER ON THE SURFACE OF THAT PORTION OF SUCH LOT LOCATED WITHIN THE "EASEMENT FOR STORM WATER DRAINAGE," AND SHALL KEEP SUCH GRASS AND LANDSCAPING IN A FIRST-CLASS AND TRIMMED CONDITION. THE OWNERS OF LOTS ON WHICH ANY "EASEMENT FOR STORM WATER DRAINAGE" IS LOCATED SHALL NOT IN ANY MANNER DAMAGE, DESTROY, INJURE, OBSTRUCT, OR PERMIT TO BE OBSTRUCTED THE "EASEMENT FOR STORM WATER DRAINAGE" AT ANY TIME WHATSOEVER WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF DES PLAINES.

### EASEMENT FOR STORM SEWER

A PERMANENT AND PERPETUAL EASEMENT IS HEREBY GRANTED TO THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS ("CITY"), ITS SUCCESSORS AND ASSIGNS, TO SURVEY, CONSTRUCT, RECONSTRUCT, USE, OPERATE, MAINTAIN, TEST, INSPECT, REPAIR, REPLACE, ALTER, REMOVE OR ABANDON IN PLACE STORM SEWER MAINS TOGETHER WITH RELATED ATTACHMENTS, EQUIPMENT AND APPURTENANCES THERETO, IN, UPON, UNDER, ALONG AND ACROSS THE AREAS DESIGNATED "EASEMENT FOR STORM SEWER" ON THIS SUBDIVISION PLAT. THE OWNERS OF THE PROPERTY SUBDIVIDED ON THIS PLAT OR ANY PART THEREOF HEREBY RESERVE THE RIGHT TO USE THE AREAS DESIGNATED "EASEMENT FOR STORM SEWER" AND THE ADJACENT PROPERTY IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF THE RIGHTS HEREBY GRANTED; PROVIDED, HOWEVER, THAT THE OWNERS SHALL NOT IN ANY MANNER DISTURB, DAMAGE, DESTROY, INJURE, OBSTRUCT OR PERMIT TO BE OBSTRUCTED THE "EASEMENT FOR STORM SEWER" AT ANY TIME WHATSOEVER WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE CITY.

### 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 THERETO, IN, UPON, UNDER, ALONG AND ACROSS THE AREAS DESIGNATED "EASEMENT FOR PUBLIC UTILITIES" ON THIS SUBDIVISION PLAT. THE OWNERS OF THE PROPERTY SUBDIVIDED ON THIS PLAT OR ANY PART THEREOF HEREBY RESERVE THE RIGHT TO USE THE AREAS DESIGNATED "EASEMENT FOR PUBLIC UTILITIES" AND THE ADJACENT PROPERTY IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF THE RIGHTS HEREBY GRANTED; PROVIDED, HOWEVER, THAT THE OWNERS SHALL NOT IN ANY MANNER DISTURB, DAMAGE, DESTROY, INJURE, OBSTRUCT OR PERMIT TO BE OBSTRUCTED THE "EASEMENT FOR PUBLIC UTILITIES" AT ANY TIME WHATSOEVER WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE CITY. AFTER THE INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

### UTILITY CERTIFICATES

AN EASEMENT FOR SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, NATURAL GAS, AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO:

#### COMMONWEALTH EDISON COMPANY

APPROVED BY: \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

#### AT&T, ILLINOIS BELL TELEPHONE CO (AMERITECH)

APPROVED BY: \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

#### NORTHERN ILLINOIS GAS COMPANY (NICOR)

APPROVED BY: \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

#### COMCAST

APPROVED BY: \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

#### ASTOUND

APPROVED BY: \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

### DRAINAGE CERTIFICATE

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR, IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE OWNER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

OWNER: \_\_\_\_\_ REGISTERED PROFESSIONAL ENGINEER  
NAME: \_\_\_\_\_ FIRM: \_\_\_\_\_  
DATE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(SEAL)

### PROFESSIONAL AUTHORIZATION

STATE OF ILLINOIS )  
                          ) SS:  
COUNTY OF COOK )

I, LEENDERT A. KLEINJAN, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, LICENSE NUMBER 035-3760, DO HEREBY AUTHORIZE THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS, ITS STAFF OR AUTHORIZED AGENT, TO PLACE THIS DOCUMENT OF RECORD IN THE COUNTY RECORDERS OFFICE IN MY NAME AND IN COMPLIANCE WITH THE ILLINOIS STATUTES CHAPTER 108 PARAGRAPH 2, AS AMENDED.

SCHAUMBURG, ILLINOIS \_\_\_\_\_

LEENDERT A. KLEINJAN  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3760  
MY LICENSE EXPIRES NOVEMBER 30, 2024 AND IS RENEWABLE

### SURVEYOR

I, LEENDERT A. KLEINJAN, HEREBY CERTIFY THAT I HAVE PREPARED THE PLAT SHOWN HEREON AND THAT IT IS CORRECT; THE CONCRETE MONUMENTS WILL BE 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 IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON THE MOST RECENT FLOOD INSURANCE RATE MAP PANEL 236 OF 832, COMMUNITY PANEL NUMBER 170054

SCHAUMBURG, ILLINOIS \_\_\_\_\_

LEENDERT A. KLEINJAN  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3760  
MY LICENSE EXPIRES NOVEMBER 30, 2024 AND IS RENEWABLE EXPIRES 11-30-24



### NOTARY CERTIFICATE

STATE OF ILLINOIS )  
                          ) SS:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE 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 SIGNED AND DELIVERED SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

Originally Prepared: 09/25/2023 Project No. 23-067



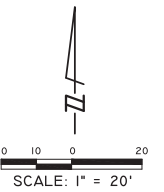
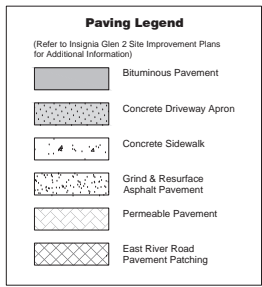
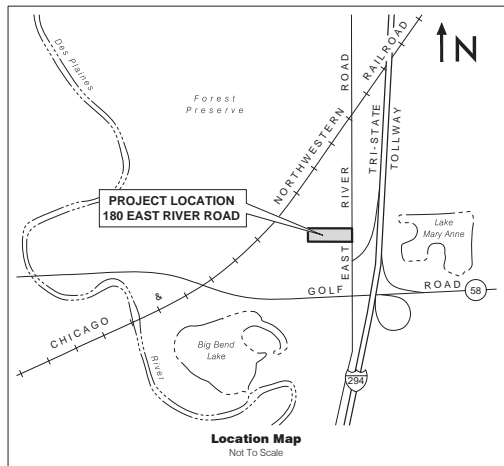
100 East State Parkway, Schaumburg, IL 60173  
Tel: 847.394.6600 Fax: 847.394.6608  
Illinois Professional Design Firm License No. 184-003152  
www.haegerengineering.com

No.	Date	Revision
2	03.05.2024	Per City Review
1	12.01.2023	Per City Review



# FINAL PLANNED UNIT DEVELOPMENT PLAT OF INSIGNIA GLEN 2

R-4  
UNINCORPORATED  
SINGLE FAMILY

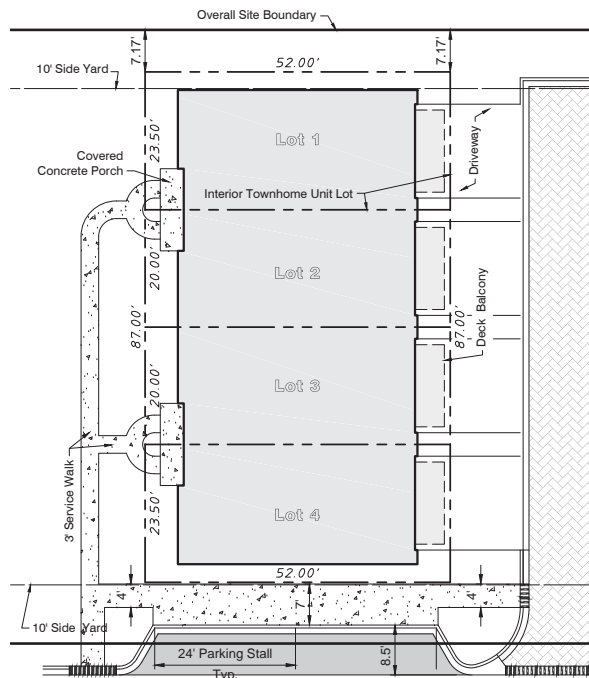
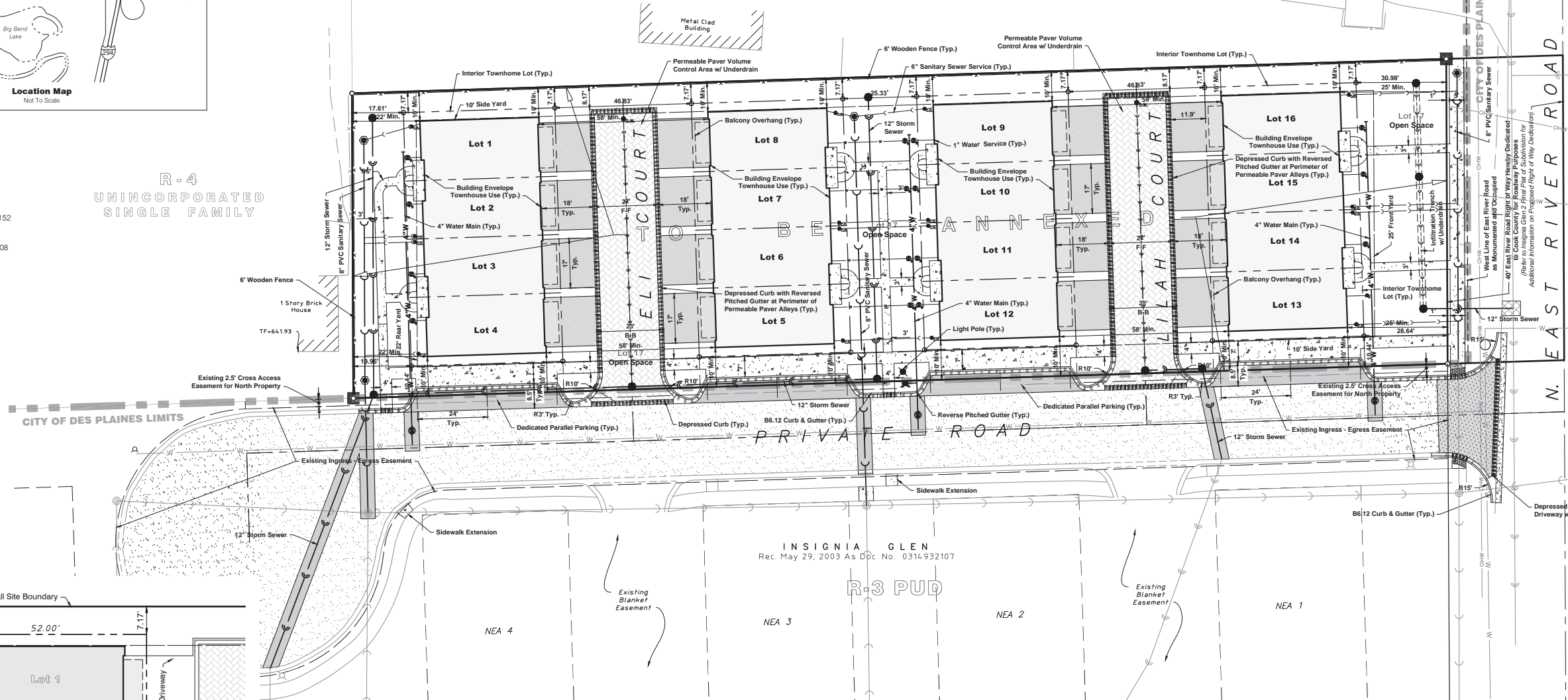


**Developer/ Subdivider:**  
MAS Land Investments 2, LLC  
711 Middleton Court  
Palatine, IL 60067

**Prepared By:**  
Haeger Engineering LLC  
Illinois Prof. Design Firm #184-003152  
100 E. State Parkway  
Schaumburg, IL 60173  
Tel: 847-394-6600 Fax: 847-394-6608  
www.haegerengineering.com

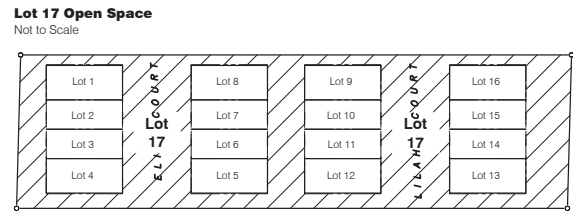
**City of Des Plaines**  
420 Miner Street  
Des Plaines, IL 60016  
Tel: 847-391-5300

R-4  
UNINCORPORATED  
SINGLE FAMILY



**Lot Detail**  
Not to Scale

**Legal Description of Area Under Development**  
THE SOUTH 104.8 FEET OF THE EAST 415.65 FEET OF THE NORTH 10 ACRES IN LOT 1 IN ASSESSORS DIVISION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



**Note**  
Lot 17 is an 'Open Space/ Common Area and Blanket Easement for Ingress/ Egress, Public Utilities, Private Utilities and Drainage' benefiting Lots 1 to 16 as granted per Insignia Glen 2 Plat of Subdivision.

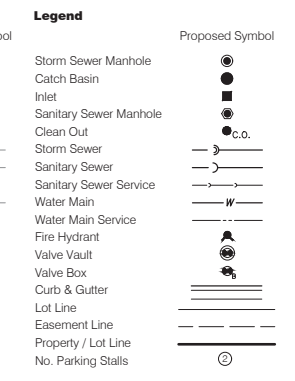
Lot Area Summary		Area (ac.)		Area (sf)		Site Data	
Gross Site Area	0.93947	43.476	46	51	Gross Site Area	1.00	43,476
ROW Deducted on	0.03369	1.468	15	166	ROW Deducted on	0.10	4,386
Net Site Area	0.90578	39,290	60	650	Net Site Area	0.90	39,290
Lot Areas		Total No. of Units		Total No. of Units		Net Density	
Lot 1	0.02805	1,222	4	4	17.7	0.102	2,456
Lot 2	0.02398	1,043	1	1	2,456	0.042	1,694
Lot 3	0.02398	1,043	1	1	7,676	0.042	3,304
Lot 4	0.02398	1,043	1	1	8,065	0.042	3,600
Lot 5	0.02398	1,043	1	1	72	0.042	14.6
Lot 6	0.02398	1,043	1	1			
Lot 7	0.02398	1,043	1	1			
Lot 8	0.02398	1,043	1	1			
Lot 9	0.02398	1,043	1	1			
Lot 10	0.02398	1,043	1	1			
Lot 11	0.02398	1,043	1	1			
Lot 12	0.02398	1,043	1	1			
Lot 13	0.02398	1,043	1	1			
Lot 14	0.02398	1,043	1	1			
Lot 15	0.02398	1,043	1	1			
Lot 16	0.02398	1,043	1	1			
Lot 17	0.48670	21,194					
<b>Total</b>	<b>0.90578</b>	<b>39,290</b>					

City Ordinance Metrics		Required Provided		R-3	
Building Height	15	35-8.5			
Yard Setback	Front: 25'	25'			
Side	30'	22'			
Back	10'	10'			
Minimum Lot Area	2,600	2,448			
Parking Summary					
Parking - 24' x 8'	52	64			
Guest Parking	4	8			
Total	56	72			

**Notes:**  
Current zoning is Cook County R-4 Single Family Residence. Proposed zoning is City of Des Plaines R-3 Townhouse Residential District PUD.

- Notes:**
- Building height for all buildings is 35' - 8 1/2'. See Architectural Plans for full information.
  - The basis of bearing shown hereon is based on NAD 83(2011) Illinois East Zone 1201 State Plane Coordinates as referenced from Kara Company's RTK Network.
  - Based on information provided on the Flood Insurance Rate Map Community - Panel No. 17031C0236J dated August 19, 2008 produced by the Federal Emergency Management Agency (FEMA) of Cook County, Illinois, the property shown and described hereon is located within Zone X, which is defined by FEMA as "Areas determined to be outside the 0.2% annual chance floodplain."

**Dimension Abbreviations Used**  
B-B Face of Curb to Back of Curb  
F-F Face of Curb to Face of Curb  
R Radius Back of Curb



Originally Prepared: 11/02/2023 Project No. 23-067

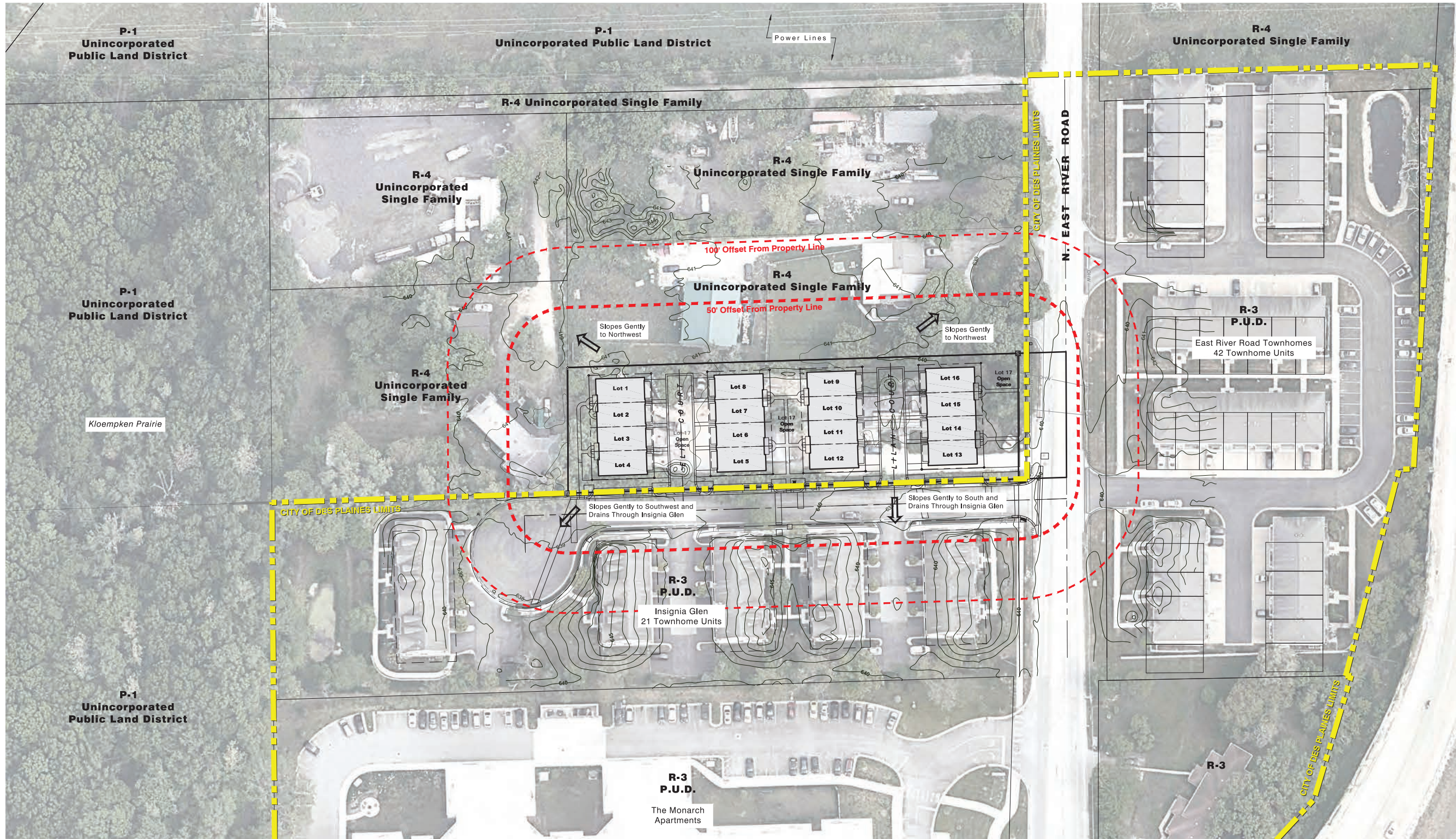
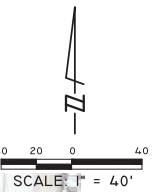
**HAEGER ENGINEERING**  
consulting engineers • land surveyors

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No.	Date	Revision
2	03-05-2024	Revised per City Review Comments
1	12-01-2023	Revised per City Review Comments



# FINAL PLANNED UNIT DEVELOPMENT PLAT OF INSIGNIA GLEN 2



- Notes:**
1. Contours and adjacent parcels shown are courtesy of Cook County GIS. Aerial image is courtesy of Google Earth.
  2. Information on adjacent properties is from available public records and is shown for general reference purposes only.
  3. There is no flood plain on or immediately adjacent to the parcel.

Originally Prepared: 11/02/2023 Project No. 23-067

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No.	Date	Revision
2	03-05-2024	Revised per City Review Comments
1	12-01-2023	Revised per City Review Comments



# FINAL PLANNED UNIT DEVELOPMENT PLAT OF INSIGNIA GLEN 2

### OWNER CERTIFICATE

I, \_\_\_\_\_ OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON HEREBY ADOPTS THIS PUD PLAT, ESTABLISHES THE MINIMUM BUILDING RESTRICTION LINES, DEDICATES THE ROADS, STREETS, ALLEYS, WALKS, AND OTHER AREAS INDICATED THEREON TO THE PUBLIC USE, AND ESTABLISHES ANY OTHER EASEMENTS SHOWN THEREON

### NOTARY CERTIFICATE

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

I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE 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 SIGNED AND DELIVERED SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

### COOK COUNTY

THIS PLAT HAS BEEN APPROVED BY COOK COUNTY WITH RESPECT TO ROADWAY ACCESS PROVIDED THAT A PERMIT IS SUBMITTED TO THE COUNTY FOR ANY PROPOSED WORK WITHIN THE PUBLIC RIGHT-OF-WAY OF ROADWAYS UNDER COUNTY JURISDICTION

APPROVED BY \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20

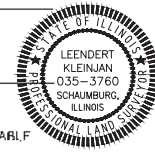
### STATEMENT OF ROADWAY DEDICATION

THE EAST 40' OF THE PROPERTY AS DELINEATED ON PAGE 1 IS HEREBY DEDICATED TO COOK COUNTY FOR ROADWAY PURPOSES

### SURVEYOR

I, LEENDERT A. KLEINJAN, HEREBY CERTIFY THAT I HAVE PREPARED THE PLAT SHOWN HEREON AND THAT IT IS CORRECT. THE CONCRETE MONUMENTS WILL BE 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 IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON THE MOST RECENT FLOOD INSURANCE RATE MAP PANEL 236 OF 832, COMMUNITY PANEL NUMBER 170054

SCHAUMBURG, ILLINOIS \_\_\_\_\_



LEENDERT A. KLEINJAN  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3760  
MY LICENSE EXPIRES NOVEMBER 30, 2024 AND IS RENEWABLE

EXPIRES 11-30-24

### NOTARY CERTIFICATE

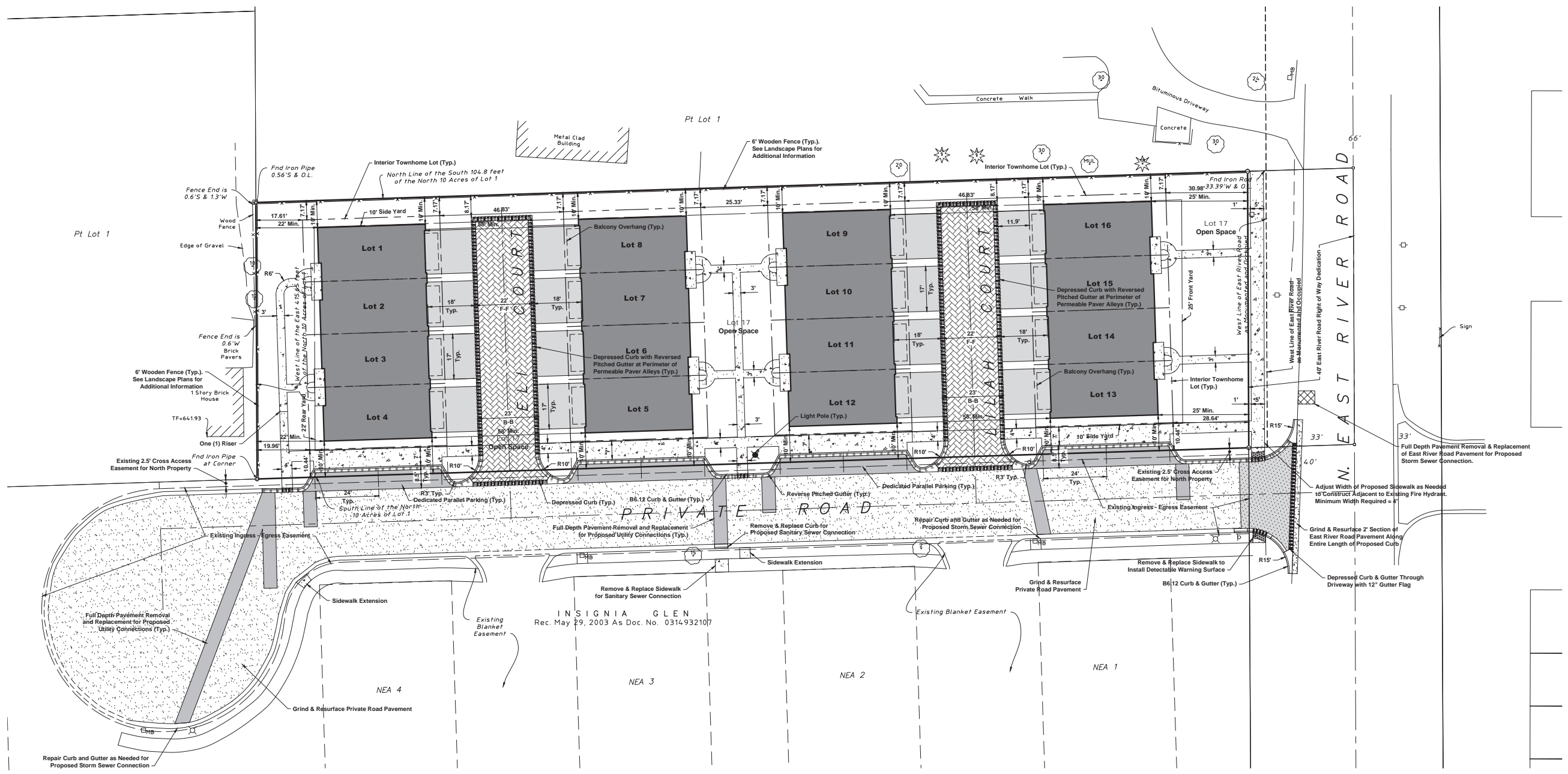
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                                  ) SS  
COUNTY OF \_\_\_\_\_ )

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GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

No.	Date	Revision
1	12-01-2023	Revised per City Review Comments



**PAVING LEGEND**

	<b>Bituminous Pavement</b> - 1 1/2" Hot Mix Asphalt Surface Course, Mix D, N50 - 3 1/2" Hot Mix Asphalt Binder Course, IL-19, N50 - 10" CA-6 Crushed Aggregate Base Course - Compacted Subgrade		<b>Grind &amp; Resurface Asphalt Pavement</b> - Grind 1 1/2" Bituminous Concrete Surface Course, Scarify Binder Course - 1 1/2" Hot Mix Asphalt (HMA) Surface Course, Mix D, N50
	<b>Concrete Driveway Apron</b> - 8" PCC Pavement (Class PV) w/ 6" x 6" Welded Wire Mesh - 4" CA-6 Crushed Aggregate Base Course - Compacted Subgrade		<b>Permeable Pavement</b> - See MWRD "Permeable Pavers Detail" on Sheet EX3.0 for additional information
	<b>Concrete Sidewalk</b> - 5" PCC Walk (Class ST) - 4" CA-6 Crushed Aggregate Base Course - Compacted Subgrade		<b>East River Road Pavement Patching</b> - Replace Existing East River Road Pavement In-Kind

**Site Data**

Gross Site Area	40	81
POW Dedication	1.00	43.476
Net Site Area	0.90	39.290
Total No. of Units	16	
Net Density	177.14 u/a.c.	
Parking Summary	7.465 s.t.d.u.	
Garage Stalls	32	201
On-Street Spots	32	201
Parallel Guest Stalls	8	501
Total Parking	72	451

**City Ordinance Metrics**

Building Height	45	50-8.5
Yard Summary		
Front	25'	25'
Rear	30'	22'
Side	10'	10'
Minimum Lot Area/Unit	2.600	2.456
Parking Summary		
Parking - 20' x 20'	32	64
Guest Parking - 10' x 20'	4	8

**HAEGER ENGINEERING**  
consulting engineers • land surveyors  
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**SITE PLAN EXHIBIT**  
**INSIGNIA GLEN 2**  
**SITE IMPROVEMENT PLANS**  
CITY OF DES PLAINES, COOK COUNTY, ILLINOIS

Project Manager: M D M  
Engineer: A M S  
Date: 2024-02-05  
Project No: 23-067  
Sheet: 1/1

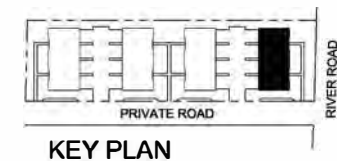
No.	Date	Revision
2	2024-02-05	Revised per City Review Comments
1	2024-02-05	Revised per City Review Comments





KEY LOT ALONG N. EAST RIVER ROAD  
**ASSEMBLY FRONT ELEVATION**

Scale: 1/4" = 1'-0" @ 22x34 layout



**INSIGNIA GLEN 2 - TOWNHOMES**  
 180 N. EAST RIVER ROAD  
 DES PLAINES, IL

**CōBŪ ARCHITECTURE STUDIO**

111 North Avenue, Suite 207  
 Barrington, IL 60010  
 312-410-1260

August 1, 2023







KEY LOT ALONG N. EAST RIVER ROAD  
**ASSEMBLY LEFT ELEVATION**

Scale: 1/4" = 1'-0" @ 22x34 layout



KEY PLAN



KEY LOT ALONG N. EAST RIVER ROAD  
**ASSEMBLY RIGHT ELEVATION**

Scale: 1/4" = 1'-0" @ 22x34 layout



KEY PLAN

**INSIGNIA GLEN 2 - TOWNHOMES**  
 180 N. EAST RIVER ROAD  
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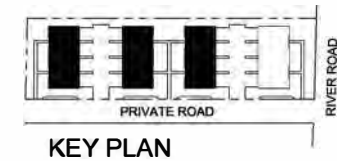






TYPICAL  
**ASSEMBLY FRONT ELEVATION**

Scale: 1/4" = 1'-0" @ 22x34 layout



**INSIGNIA GLEN 2 - TOWNHOMES**  
 180 N. EAST RIVER ROAD  
 DES PLAINES, IL

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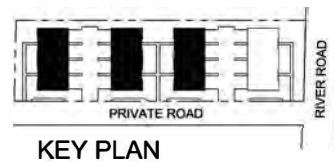






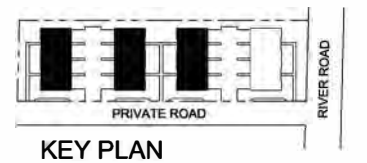
TYPICAL  
**ASSEMBLY LEFT ELEVATION**

Scale: 1/4" = 1'-0" @ 22x34 layout



TYPICAL  
**ASSEMBLY RIGHT ELEVATION**

Scale: 1/4" = 1'-0" @ 22x34 layout



**INSIGNIA GLEN 2 - TOWNHOMES**  
180 N. EAST RIVER ROAD  
DES PLAINES, IL

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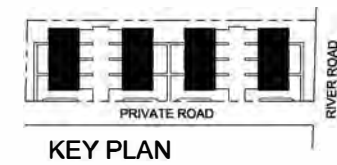






TYPICAL  
**ASSEMBLY REAR ELEVATION**

Scale: 1/4" = 1'-0" @ 22x34 layout



**INSIGNIA GLEN 2 - TOWNHOMES**  
 180 N. EAST RIVER ROAD  
 DES PLAINES, IL

**CōBū ARCHITECTURE STUDIO**

111 North Avenue, Suite 207  
 Barrington, IL 60010  
 312-410-1260

August 1, 2023







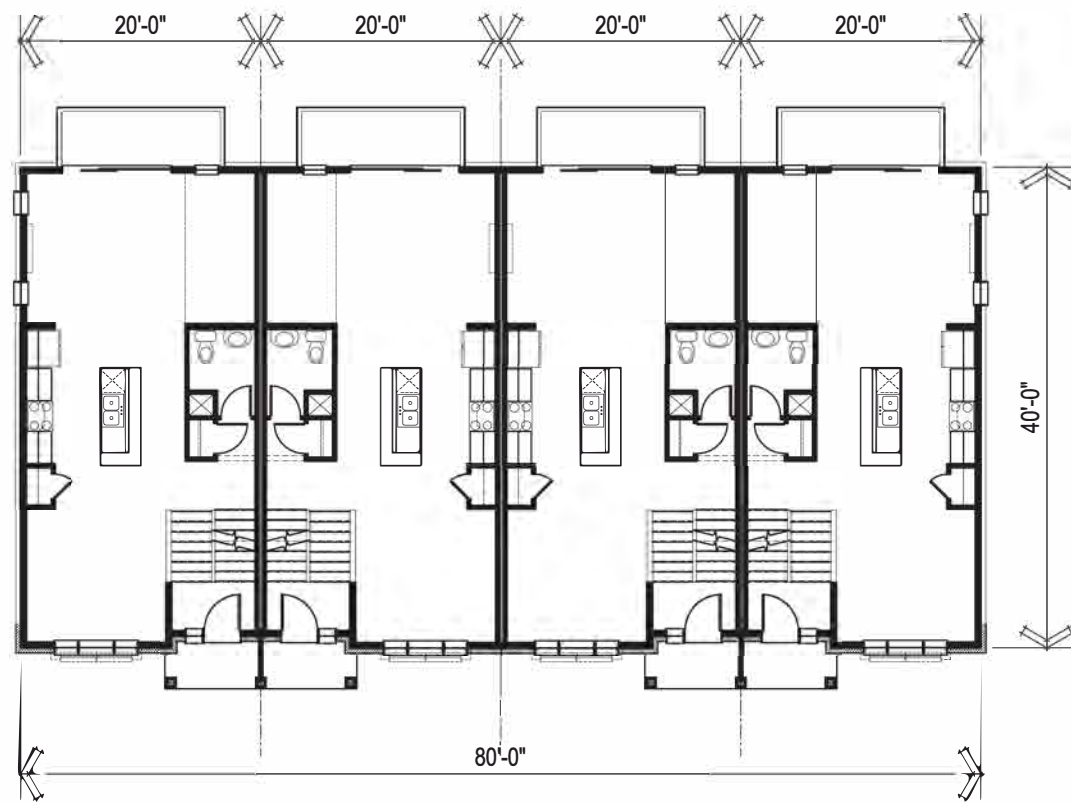
**MATERIAL BOARD**

**INSIGNIA GLEN 2 - TOWNHOMES**  
 180 N. EAST RIVER ROAD  
 DES PLAINES, IL

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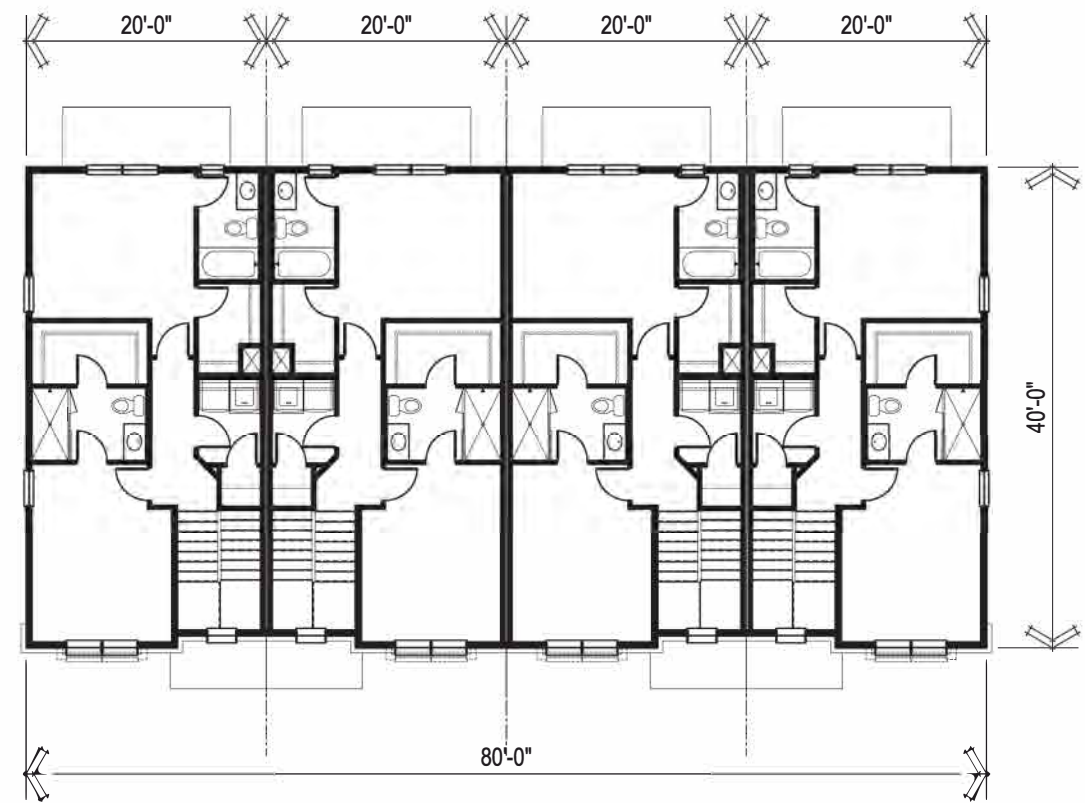






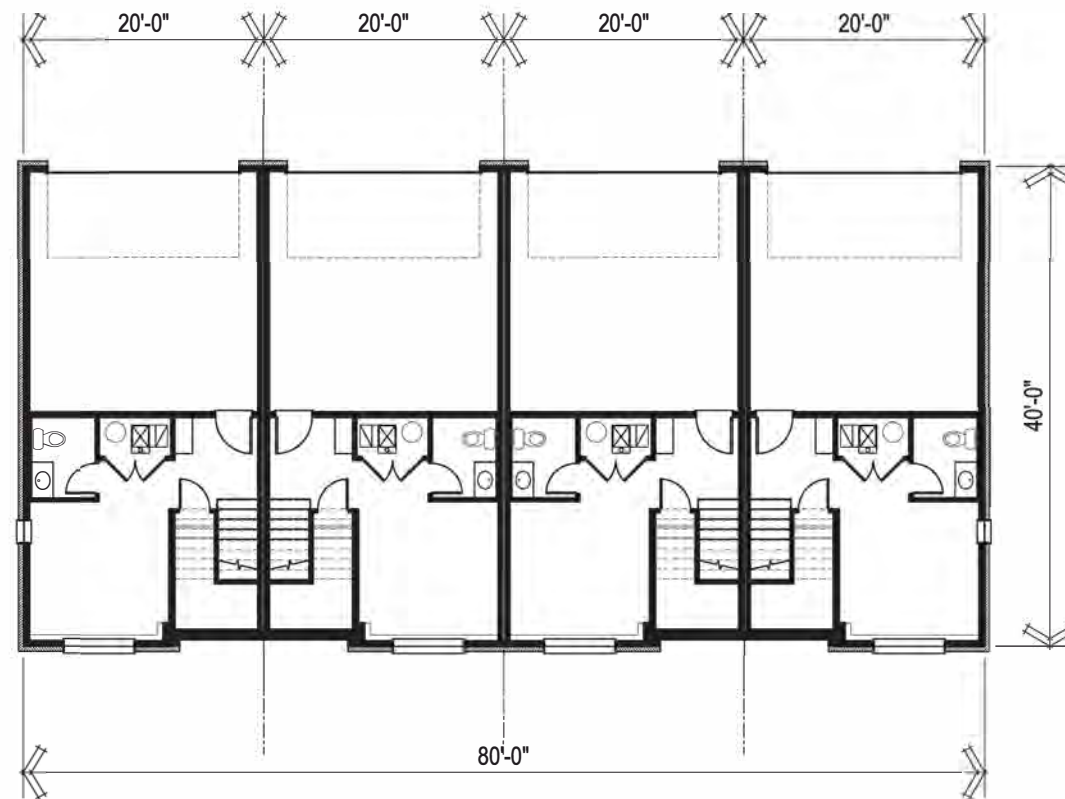
**MAIN FLOOR ASSEMBLY PLAN**

Scale: 1/8" = 1'-0" @ 22x34 layout



**UPPER FLOOR ASSEMBLY PLAN**

Scale: 1/8" = 1'-0" @ 22x34 layout



**LOWER FLOOR ASSEMBLY PLAN**

Scale: 1/8" = 1'-0" @ 22x34 layout

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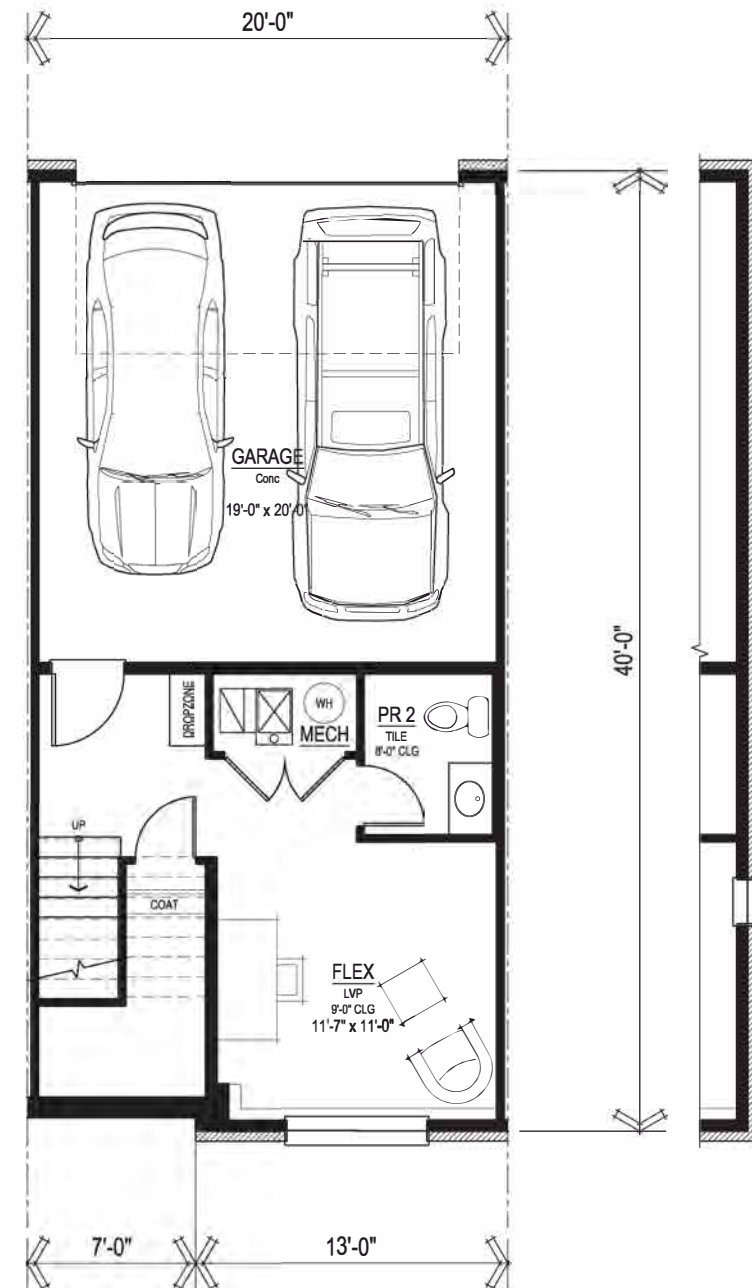


SQUARE FOOTAGES	
LOWER FLOOR	386
MAIN FLOOR	793
UPPER FLOOR	715
SUBTOTAL	1894
GARAGE	410
PORCH	35
DECK	70
TOTAL	2409



**OPT. BEDROOM 3 / BATH 3**

Scale: 1/4" = 1'-0" @ 22x34 layout



**LOWER FLOOR PLAN**

Scale: 1/4" = 1'-0" @ 22x34 layout

**INSIGNIA GLEN 2 - TOWNHOMES**  
 180 N. EAST RIVER ROAD  
 DES PLAINES, IL

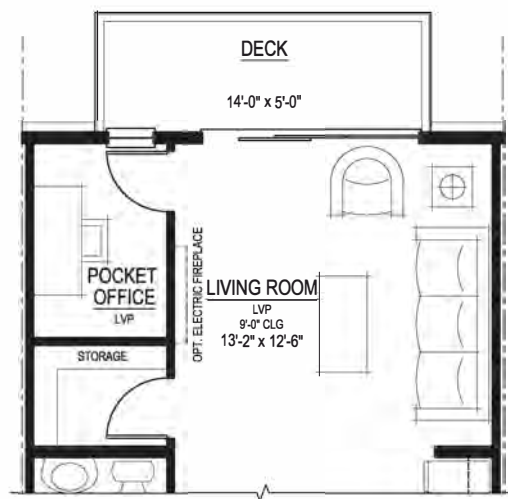
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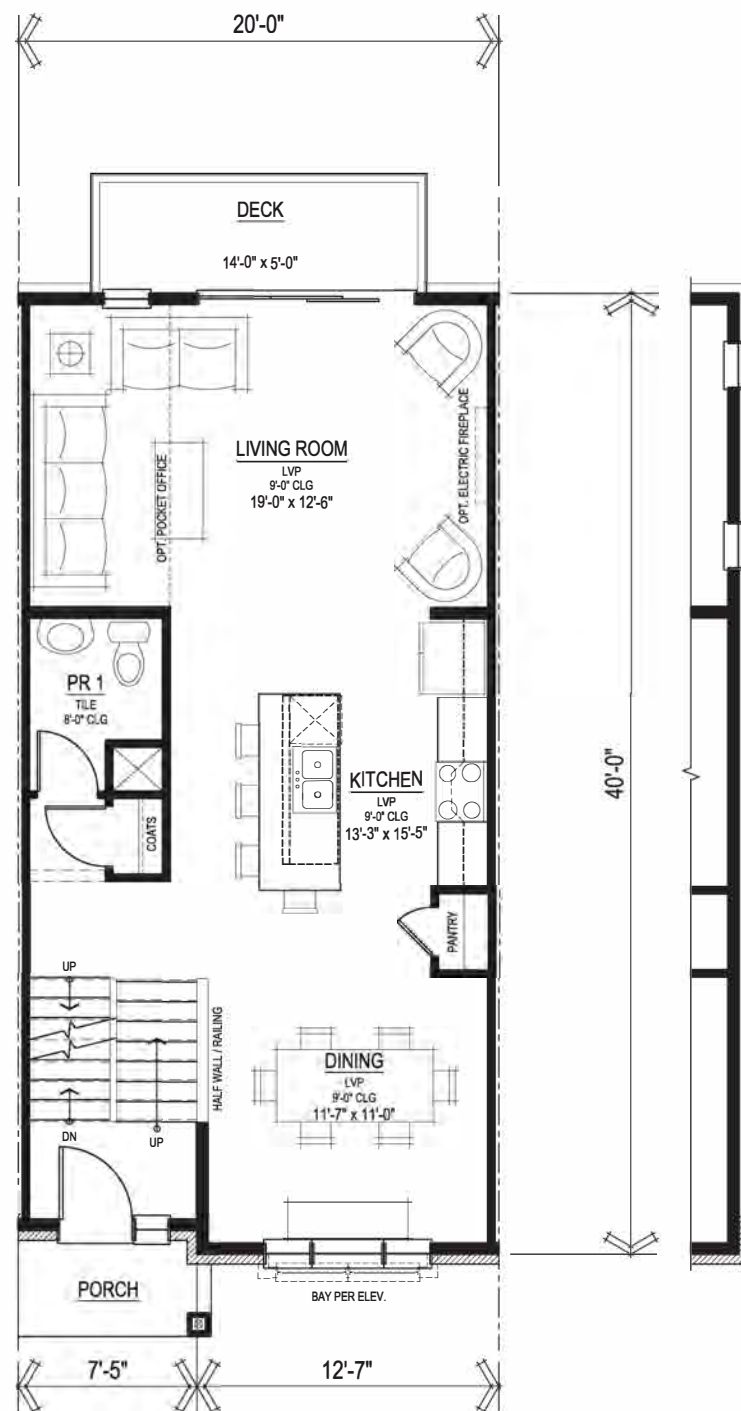






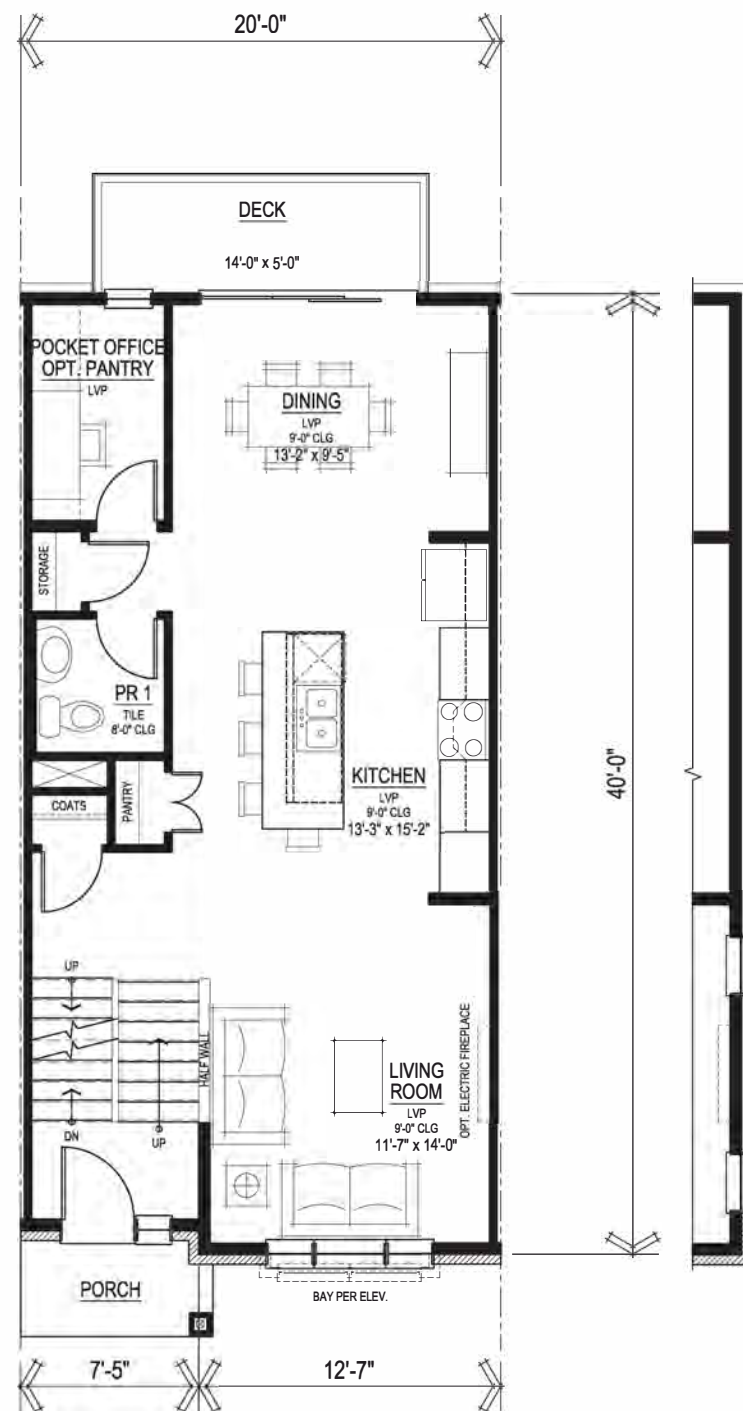
**LAYOUT #1 OPT. POCKET OFFICE**

Scale: 1/4" = 1'-0" @ 22x34 layout



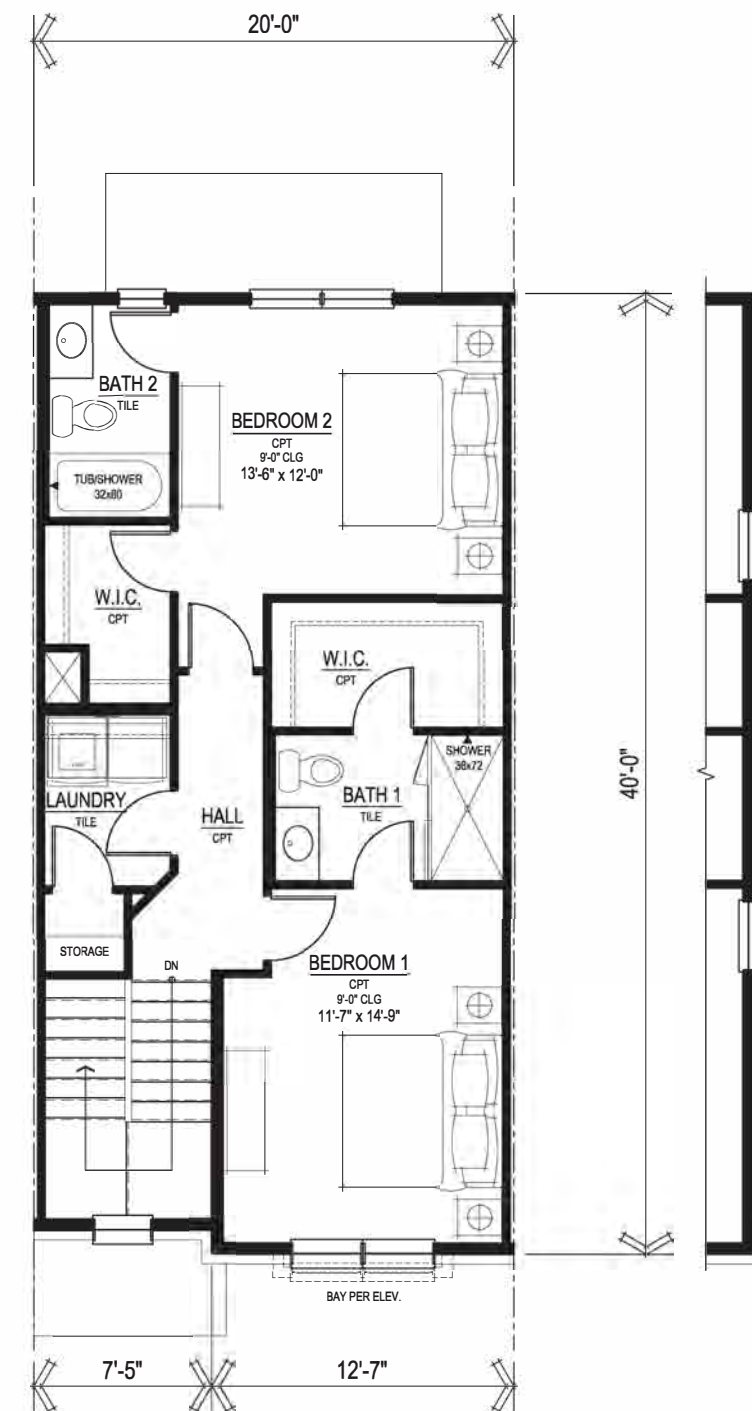
**MAIN FLOOR PLAN LAYOUT #1**

Scale: 1/4" = 1'-0" @ 22x34 layout



**MAIN FLOOR PLAN LAYOUT #2**

Scale: 1/4" = 1'-0" @ 22x34 layout



**UPPER FLOOR PLAN**

Scale: 1/4" = 1'-0" @ 22x34 layout

**INSIGNIA GLEN 2 - TOWNHOMES**  
180 N. EAST RIVER ROAD  
DES PLAINES, IL

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August 1, 2023







FRONT VIEW



REAR VIEW



STREET VIEW

EXISTING FOREST GLEN -  
3 BEDROOM TOWNHOMES

**INSIGNIA GLEN 2 - TOWNHOMES**  
180 N. EAST RIVER ROAD  
DES PLAINES, IL

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312-410-1260

August 1, 2023







Scale: 1" = 20'

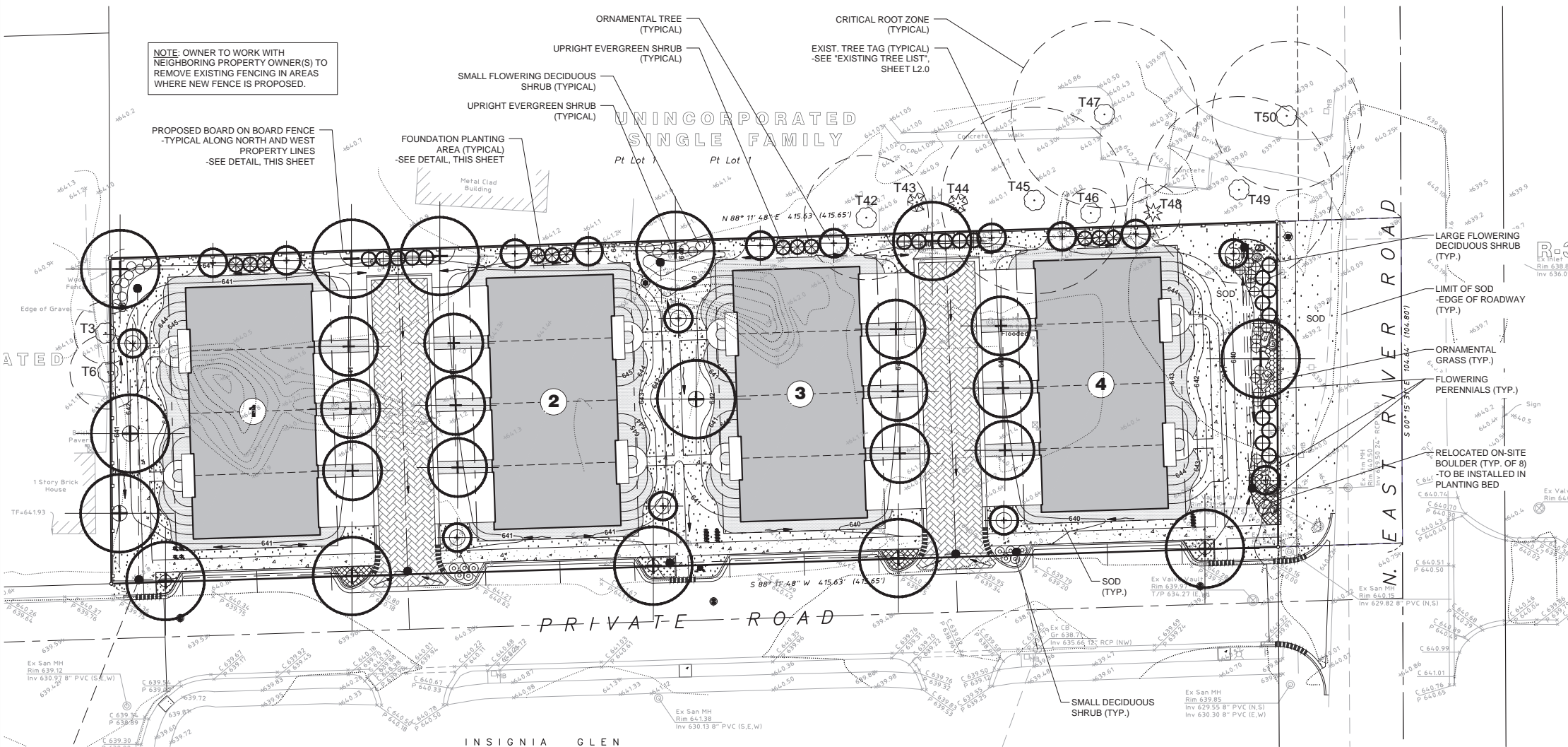
# PROPOSED PLANT SCHEDULE

SYMBOL	KEY	COMMON/LATIN NAME	SIZE	CONDITION	SPACING	QUANTITY
NOTE: ALL PLANT MATERIAL TO BE SELECTED FROM THIS LIST						
<b>SHADE TREES</b>						
AL		REDMOND AMERICAN LINDEN TILIA AMERICANA	2.5' CAL.	B & B	SPECIMEN	0
BC		SHAWNEE BRAVE BALD CYPRESS TAXODIUM DISTICHUM	2.5' CAL.	B & B	SPECIMEN	0
GP		PRINCETON SENTRY GINKGO GINKGO BILOBA	2.5' CAL.	B & B	SPECIMEN	0
HL		SKYLINE HONEYLOCUST GLEDITSIA TRIACANTHOS VAR. INERMIS	2.5' CAL.	B & B	SPECIMEN	0
KC		KENTUCKY COFFEETREE GYMNOCLADUS DIOICUS 'ESPRESSO'	2.5' CAL.	B & B	SPECIMEN	0
<b>ORNAMENTAL TREES</b>						
ER		EASTERN REDBUD CERCIS CANADENSIS	6' HT.	B & B	SPECIMEN	0
FC		RED JEWEL FLOWERING CRABAPPLE MALUS SPECIES	6' HT.	B & B	SPECIMEN	0
RB		RIVER BIRCH BETULA NIGRA	6' HT.	B & B	SPECIMEN	0
SB		ALLEGHENY SERVICEBERRY AMELANCHIER LEAVIS	6' HT.	B & B	SPECIMEN	0
<b>EVERGREEN SHRUBS</b>						
DY		DENSE YEW TAXUS X MEDIA DENSIFORMIS	24"	B & B	3' O.C.	0
EA		EMERALD GREEN ARBORVITAE THUJA OCCIDENTALIS SMARAGD	5' HT.	B & B	4.5' O.C.	0
KJ		KALLAY JUNIPER JUNIPERUS CHINENSIS VAR. KALLAY'S COMPACT	24"	B & B	3' O.C.	0
<b>DECIDUOUS SHRUBS</b>						
AC		DWARF ALPINE CURSANT RIBES ALPNUM GREEN MOUND	24"	B & B	3' O.C.	0
AV		ARROWWOOD VIBURNUM VIBURNUM DENTATUM CHICAGO LUSTRE	36"	B & B	4.5' O.C.	0
CI		ILLINOIS BEAUTY CHOKEBERRY ARONIA MELANOCARPA MORTON	24"	B & B	3' O.C.	0
DK		KODIAK RED DIERVILLA DIERVILLA G2X85411	24"	B & B	3' O.C.	0
GS		GRASS-LIKE SUMAC RHLUS AROMATICA	24"	B & B	3' O.C.	0
LH		LIGHT HYDRANGEA HYDRANGEA PANICULATA	36"	B & B	4.5' O.C.	0
ML		MISS KIM LEAC SYRINGA PATULA	24"	B & B	3' O.C.	0
SG		GOLDFLAME SPIREA SPIREA X BUMALDA	24"	B & B	3' O.C.	0
<b>GROUNDCOVERS AND PERENNIALS</b>						
KG		KARL FOERSTER FEATHER REED GRASS CALAMAGROSTIS ACUTIFLORA	3G.	CONTR.	3' O.C.	0
PM1		PERENNIAL MIX #1 STELLA DE ORO DAYLILY / HEMEROCALLIS SPECIES 60% RUSSIAN SAGE / PERVOUSKIA ATRIPPLICIFOLIA LITTLE SPIRE 40%	1G.	CONTR.	1.5' O.C.	0
PM2		PERENNIAL MIX #2 AUTUMN MOOR GRASS / SESLARIA AUTUMNALIS 60% KIT KAT CATMINT / NEPETA FAASSENI 40%	1G.	CONTR.	1.5' O.C.	0
PM3		PERENNIAL MIX #3 DWARF PRAIRIE DROPSIDE / SPOROBOLUS HETEROLEPIS TARA 25% HOBBLE GAYFEATHER / LIATRIS SPICATA 15% PIXIE MEADOWBRIGHT CONEFLOWER / ECHINACEA C86 CONE 2 25% WALKERS LOW CATMINT / NEPETA X RACEMOSA 25% WHITE GAYFEATHER / LIATRIS FLORISTAN WHITE 10%	1G.	CONTR.	2' O.C.	0
SOD		SOD (BLUEGRASS VARIETY)	S.Y.			0

\* IF B & B PLANTS ARE NOT AVAILABLE DUE TO TIME OF SEASON, CONTAINER PLANTS MAY BE SUBSTITUTED, AS APPROVED BY THE LANDSCAPE ARCHITECT.

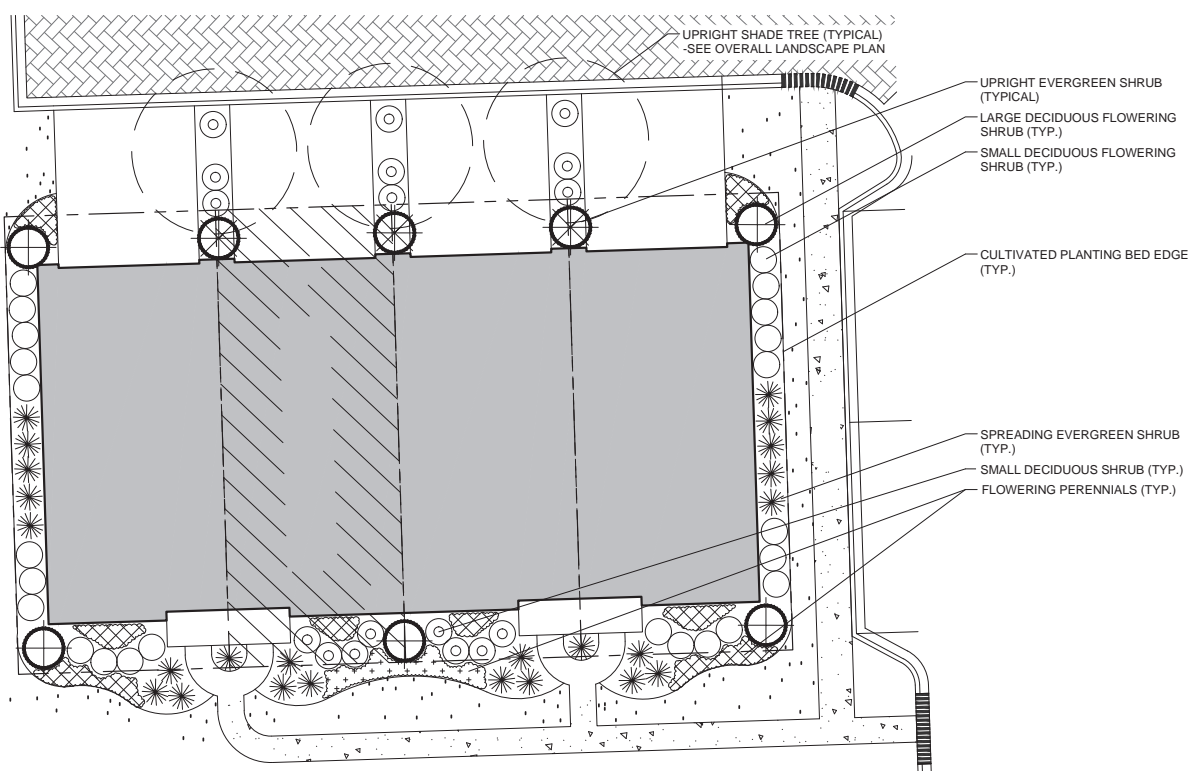
## LANDSCAPE PLAN NOTES

- ALL PROPOSED SHRUB BEDS AND TREE TRINGS TO RECEIVE 3" THICK SHREDDED HARDWOOD MULCH (PERENNIALS/GROUNDCOVERS 1" THICK).
- REPAIR ALL EXISTING TURF AREAS DISTURBED DURING CONSTRUCTION (SOD).
- LIMIT OF SOD = PROPERTY LINE (UNLESS OTHERWISE NOTED).
- THE CONTRACTOR SHALL LOCATE THE EXISTENCE OF UTILITIES PRIOR TO STARTING WORK.
- THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON THE DRAWING. PLANT MATERIAL QUANTITIES SHOWN ON PLAN TAKE PRECEDENCE TO THOSE OF THE PLANT LIST.
- ALL PLANT MATERIALS SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE CURRENT AMERICAN STANDARD FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOC. OF NURSERMEN OR EQUIVALENT. NO TARIFF GRADE MATERIAL SHALL BE ACCEPTED.
- ALL PLANT MATERIAL SHALL BEAT THE SAME RELATIONSHIP TO FINISHED GRADE AS THE PLANTS ORIGINAL GRADE BEFORE DIGGING.
- ALL PLANTS SHALL BE BALLED AND WRAPPED OR CONTAINER GROWN AS SPECIFIED. NO CONTAINER GROWN STOCK SHALL BE ACCEPTED IF IT IS ROOT BOUND. ALL WRAPPING MATERIAL MADE OF SYNTHETICS OR PLASTICS SHALL BE REMOVED AT THE TIME OF PLANTING.
- ALL PLANTINGS SHALL BE WATERED DURING THE FIRST 24 HOUR PERIOD AFTER PLANTING. WATER THOROUGHLY TO ENSURE ALL AIR POCKETS ARE REMOVED AROUND ROOT BALL.
- CONTRACTOR IS RESPONSIBLE FOR WATERING SOD UNTIL TIME OF KNITTING.
- IMPORTED TOPSOIL AND SPREADING BY EXCAVATING CONTRACTOR.
- ALL PROPOSED TREES OUTSIDE PLANTING BED AREAS SHALL RECEIVE A 5' DIA. MULCH RING AROUND TRUNK.
- ALL PLANTS AND STAKES SHALL BE SET PLUMB, UNLESS OTHERWISE NOTED. IT IS THE CONTRACTOR'S OPTION TO STAKE TREES, BUT HIS RESPONSIBILITY TO ASSURE PLANTS REMAIN PLUMB UNTIL END OF GUARANTEE PERIOD. IF STAKING OF TREES IS NOT PERFORMED, REMOVAL OF TOP 1/3 OF BURLAP AND ROPES IS UNNECESSARY (REMOVE ALL NON-BIODEGRADABLE MATERIAL).
- INFORMATION CONTAINED IN "PLAN NOTES" TAKES PRECEDENCE OVER INFORMATION IN "DETAILS".
- VERIFY SITE CONDITIONS AND INFORMATION ON DRAWINGS. PROMPTLY REPORT ANY DISCREPANCIES AND/OR DEVIATIONS FROM THE INFORMATION SHOWN ON THE PLAN. THE OWNER IS NOT RESPONSIBLE FOR UNAUTHORIZED CHANGES OR EXTRA WORK REQUIRED TO CORRECT UNREPORTED DISCREPANCIES.
- ALL PLANTING BED EDGES TO BE CULTIVATED.
- AMEND ALL GROUNDCOVER BEDS W/4" THICK SAND AND COMPOST MIX PRIOR TO PLANTING. MIX INTO THE EXIST. TOPSOIL TO A 12" DEPTH.
- PARKWAY TREES LIMBS TO BE NO LOWER THAN 6' ABOVE GRADE.



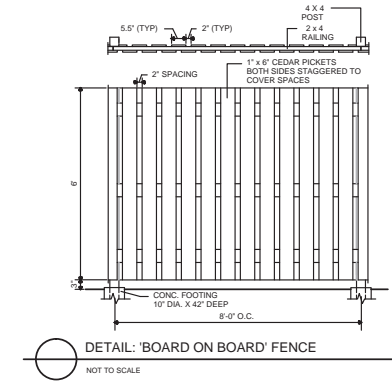
## OVERALL LANDSCAPE PLAN

SCALE: 1" = 20'-0"



## TYPICAL FOUNDATION PLAN

SCALE: 1" = 10'-0"



DETAIL: BOARD ON BOARD FENCE

NOTE: FOR "EXISTING TREE LIST", SEE "TREE SURVEY & PRESERVATION PLAN", SHEET L2.0



Know what's below. Call before you dig.

Note: Call 811 at least 48 hours, excluding weekends and holidays, before you dig.



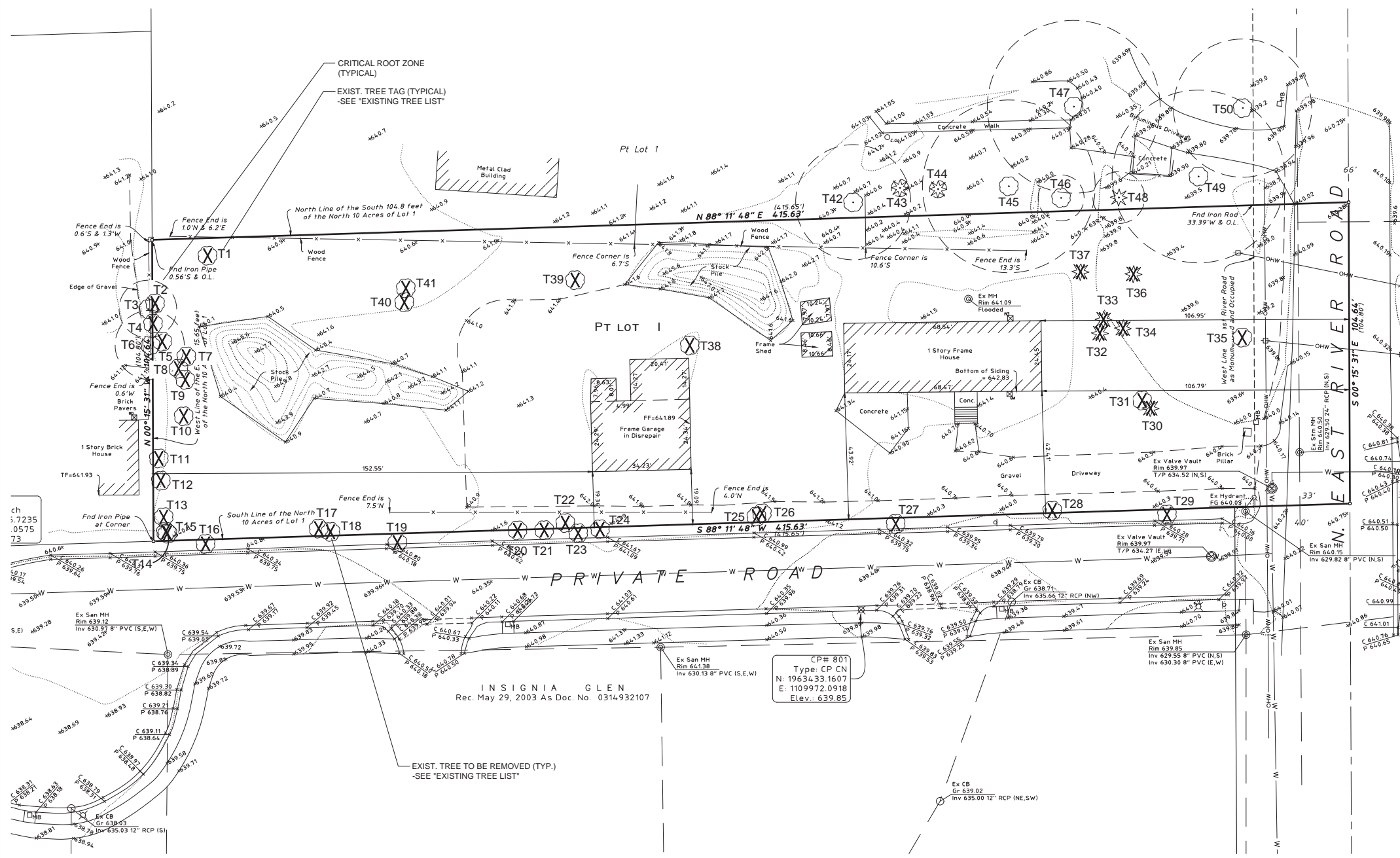
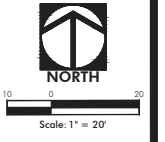
**J. DAVITO DESIGN, INC.**  
LANDSCAPE ARCHITECTURAL DESIGN  
2735 KINGSTON DRIVE ISLAND LAKE, IL 60042  
(847) 465-8787 WWW.JDAVITODESIGN.COM

Project Manager: L A K  
 Engineer: R F V  
 Date: 06.30.2023  
 Project No: 23-067  
 Sheet: L1.0

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PRELIMINARY LANDSCAPE PLAN  
 INSIGNIA GLEN 2  
 PRELIMINARY ENGINEERING  
 CITY OF DES PLAINES, COOK COUNTY, ILLINOIS





### EXISTING TREE LIST

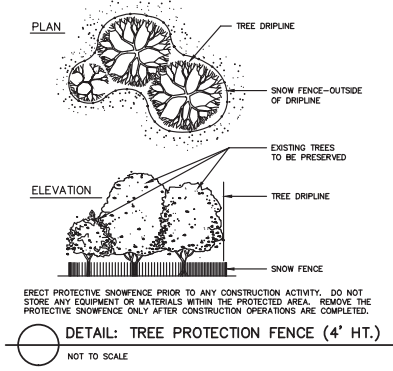
THE GLEN EXTENSION, DES PLAINES - TREE SURVEY 6-23-23

TREE #	COMMON NAME	BOTANICAL NAME	SIZE (DBH, INCHES)	PRESERVATION METHOD
1	SYCAMORE	PLATANUS OCCIDENTALIS	12	REMOVE
2	BLACK WALNUT	JUGLANS NIGRA	8	REMOVE
3	BLACK WALNUT	JUGLANS NIGRA	10	PRESERVE-OFFSITE
4	NORWAY MAPLE	ACER PLATANOIDES	6	REMOVE
5	NORTHERN CATALPA	CATALPA SPECIOSA	6	REMOVE
6	BLACK WALNUT	JUGLANS NIGRA	12	PRESERVE-OFFSITE
7	BLACK WALNUT	JUGLANS NIGRA	6	REMOVE
8	BLACK WALNUT	JUGLANS NIGRA	6	REMOVE
9	BLACK WILLOW	SALIX NIGRA	6	REMOVE
10	BOXELDER	ACER NEGUNDO	20	REMOVE
11	BLACK WILLOW	SALIX NIGRA	20	REMOVE
12	NORTHERN CATALPA	CATALPA SPECIOSA	8	REMOVE
13	AMERICAN LINDEN	TILIA AMERICANA	6	REMOVE
14	AMERICAN LINDEN	TILIA AMERICANA	6	REMOVE
15	AMERICAN LINDEN	TILIA AMERICANA	6	REMOVE
16	SILVER MAPLE	ACER SACCHARINUM	8	REMOVE
17	WHITE MULBERRY	MORUS ALBA	M 2@6	REMOVE
18	WHITE MULBERRY	MORUS ALBA	M 3@8	REMOVE
19	AMERICAN ELM	ULMUS AMERICANA	6	REMOVE
20	WHITE MULBERRY	MORUS ALBA	8	REMOVE
21	HACKBERRY	CELTIS OCCIDENTALIS	10	REMOVE
22	BLACK CHERRY	PRUNUS SEROTINA	36	REMOVE
23	THORNLESS HONEYLOCUST	GLEDISIA TRIACANTHOS VAR. INERMIS	12	REMOVE
24	HACKBERRY	CELTIS OCCIDENTALIS	12	REMOVE
25	WHITE MULBERRY	MORUS ALBA	10	REMOVE
26	BLACK WALNUT	JUGLANS NIGRA	18	REMOVE
27	GREEN ASH	FRAXINUS PENNSYLVANICA	8	REMOVE
28	GREEN ASH	FRAXINUS PENNSYLVANICA	10	REMOVE
29	RED MAPLE	ACER RUBRUM	12	REMOVE
30	NORWAY SPRUCE	PICEA ABIES	15	REMOVE
31	COMMON BUCKTHORN	RHAMNUS CATHARTICA	M	REMOVE
32	NORWAY SPRUCE	PICEA ABIES	10	REMOVE
33	NORWAY SPRUCE	PICEA ABIES	8	REMOVE
34	NORWAY SPRUCE	PICEA ABIES	12	REMOVE
35	EASTERN REDCEDAR	JUNIPERUS VIRGINIANA	12	REMOVE
36	EASTERN REDCEDAR	JUNIPERUS VIRGINIANA	12	REMOVE
37	EASTERN REDCEDAR	JUNIPERUS VIRGINIANA	M 2@10	REMOVE
38	BOXELDER	ACER NEGUNDO	48	REMOVE
39	BOXELDER	ACER NEGUNDO	36	REMOVE
40	BOXELDER	ACER NEGUNDO	6	REMOVE
41	BOXELDER	ACER NEGUNDO	6	REMOVE
42	BOXELDER	ACER NEGUNDO	20	PRESERVE-OFFSITE
43	COLORADO SPRUCE	PICEA PUNGENS	2	PRESERVE-OFFSITE
44	COLORADO SPRUCE	PICEA PUNGENS	2	PRESERVE-OFFSITE
45	SUGAR MAPLE	ACER SACCHARUM	30	PRESERVE-OFFSITE
46	WHITE MULBERRY	MORUS ALBA	M 5.6	PRESERVE-OFFSITE
47	SUGAR MAPLE	ACER SACCHARUM	30	PRESERVE-OFFSITE
48	EASTERN REDCEDAR	JUNIPERUS VIRGINIANA	18	PRESERVE-OFFSITE
49	SUGAR MAPLE	ACER SACCHARUM	30	PRESERVE-OFFSITE
50	SUGAR MAPLE	ACER SACCHARUM	24	PRESERVE-OFFSITE

Tree Survey Performed by J. Davito 6/23/23

### TREE PRESERVATION NOTES

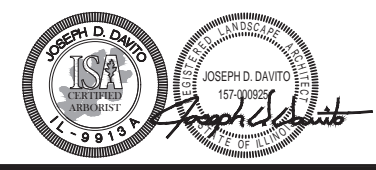
- TREE PRESERVATION PLAN NOTES**
  - ALL GRADING AND CONSTRUCTION EQUIPMENT SHALL BE FORBIDDEN FROM ENCRoACHING WITHIN THE ROOT ZONE OF A TREE TO BE PRESERVED. NO EXCESS SOIL, ADDITIONAL FILL, LIQUIDS OR CONSTRUCTION DEBRIS SHALL BE PLACED WITHIN THE ROOT ZONE OF ANY TREE THAT IS REQUIRED TO BE PRESERVED.
  - CRUSHED LIMESTONE HYDROCARBONS AND OTHER MATERIALS DETRIMENTAL TO TREES SHALL NOT BE DUMPED WITHIN THE ROOT ZONE OF ANY TREE NOR AT ANY HIGHER LOCATION WHERE DRAINAGE TOWARD THE TREE COULD CONCEIVABLY EFFECT THE HEALTH OF THE TREE.
  - APPROPRIATE FENCING (SEE DETAIL) SHALL TEMPORARILY BE INSTALLED AT THE PERIPHERY OF THE ROOT ZONE OF TREE(S) AND PLANT MATERIAL DESIGNATED FOR PRESERVATION AS INDICATED ON THE PLAN. IN AREAS OF WHERE PLANTINGS ARE ADJACENT TO EX. CURBING THAT IS TO REMAIN, INSTALL FENCING AS CLOSE TO BACK OF CURB AS POSSIBLE.
  - ALL REQUIRED FENCING SHALL BE IN PLACE PRIOR TO CONSTRUCTION ACTIVITY. THE FENCING SHALL REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PERIOD. ALL FENCING MUST BE SECURED TO 51" HARDWOOD POSTS DRIVEN INTO THE GROUND AND SPACED NO FURTHER THAN 7' APART, OR CLOSER AS NECESSARY. NOTE: IF SILT FENCE IS NOT LOCATED AT PROPERTY LINE, EXTEND FENCING OFF SITE TO ADJACENT CURB IN ORDER TO PROTECT ALL LANDSCAPE AREAS BELOW THE TREE'S CRITICAL ROOT ZONE.
  - NO ATTACHMENTS, FENCES OR WIRES, OTHER THAN APPROVED MATERIALS FOR BRACING, GUYING OR WRAPPING SHALL BE ATTACHED TO ANY VEGETATION DURING THE CONSTRUCTION PERIOD.
  - DURING CONSTRUCTION, ALL REASONABLE STEPS NECESSARY TO PREVENT THE DESTRUCTION OR DAMAGE OF TREES (OTHER THAN THOSE SPECIFIED TO BE REMOVED) SHALL BE TAKEN.
  - NO SOIL IS TO BE REMOVED FROM WITHIN THE ROOT ZONE OF ANY TREE THAT IS TO REMAIN.
  - TREE PROTECTION FENCE TO BE EXTRUDED POLYETHYLENE. COLOR TO BE BRIGHT SAFETY ORANGE.
  - IN AREAS OF GRADING ACTIVITY (EXCAVATION ONLY), WHERE CRITICAL ROOT ZONES OF OFF SITE TREES CROSS THE PROPERTY LINE, A 24" DEEP TRENCH SHOULD BE EXCAVATED PARALLEL TO THE PROPERTY LINE TO HELP CLEANLY CUT THE ROOTS.



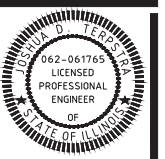
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 consulting engineers • land surveyors  
 100 East State Parkway, Schaumburg, IL 60197 • 630-827-2666 Fax: 630-794-6688  
 Illinois Professional Design Firm License No. 18-003152  
 www.haegerengineering.com

**TREE SURVEY & PRESERVATION PLAN**  
 180 NORTH EAST RIVER ROAD  
 DES PLAINES, ILLINOIS  
 COOK COUNTY

Project Manager: J D T  
 Drafter: J C H  
 Date: 2023-05-10  
 Project No: 23-067  
 Sheet **L2.0** / L2



**J. DAVITO DESIGN, INC.**  
 LANDSCAPE ARCHITECTURAL DESIGN  
 2735 KINGSTON DRIVE  
 ISLAND LAKE, IL 60042  
 (847) 469-8787  
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EXPIRES 11-30-25

# INSIGNIA GLEN 2 SITE IMPROVEMENT PLANS 180 NORTH EAST RIVER ROAD

## SECTION 9 TOWNSHIP 41 NORTH RANGE 12 EAST CITY OF DES PLAINES, ILLINOIS COOK COUNTY

**DRAINAGE STATEMENTS:**  
To the best of our knowledge and belief, the drainage of the surface waters will not be changed by the construction of this project or any part thereof, or, that if drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public streets, or drains approved for use by the Director of Public Works and Engineering, and that such surface waters are planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to adjoining properties because of the construction of this project.

Illinois Registered Professional Engineer No. 062-061765

Owner or Owner's Duty Authorized Agent

Contact the Metropolitan Water Reclamation District of Greater Chicago 2 days before starting work.  
P (708) 588-4055  
E WMOjobStart@mwrdd.org

Note: 48-Hour notice is required for all inspections with the City of Des Plaines

- CONTACTS**
- CITY OF DES PLAINES**  
1420 Miner Street  
Des Plaines, IL 60016  
Tel: 847-391-5300
- OWNER / DEVELOPER**  
MAS Land Investments 2, LLC  
711 Middleton Court  
Palatine, IL 60067
- CIVIL ENGINEER / LAND SURVEYOR**  
Haeger Engineering LLC  
Illinois Prof. Design Firm #184-003152  
100 E. State Parkway  
Schaumburg, IL 60173  
Tel: 847-394-6600  
Fax: 847-394-6608  
www.haegerengineering.com
- ARCHITECT**  
COBU Architecture Studio  
111 North Ave, Suite 207  
Barrington, IL 60010  
Tel: 312-410-1260
- LANDSCAPE ARCHITECT**  
J. Davito Design, INC.  
2735 Kingston Drive  
Island Lake, IL 60042  
Tel: 847-469-8797
- GEOTECHNICAL ENGINEER**  
Soil and Material Consultants, Inc.  
8 W. College Dr., Suite C  
Arlington Heights, IL 60004  
Tel: (847) 870-0544

**Benchmark**

**Source Benchmark:**  
City of Des Plaines Benchmark #95  
Description: A chiseled "X" on traffic signal vault.  
Location: Southwest corner of Golf Road and East River Road, 2' West of E/P of East River Road, and 10' South of E/P of Golf Road.  
Elevation: 638.83 (NAVD 1988)

**Site Benchmarks:**  
CP # 800 (see survey)  
Description: Cross Notch  
Elevation: 639.73 NAVD 88 (Geoid 12A)

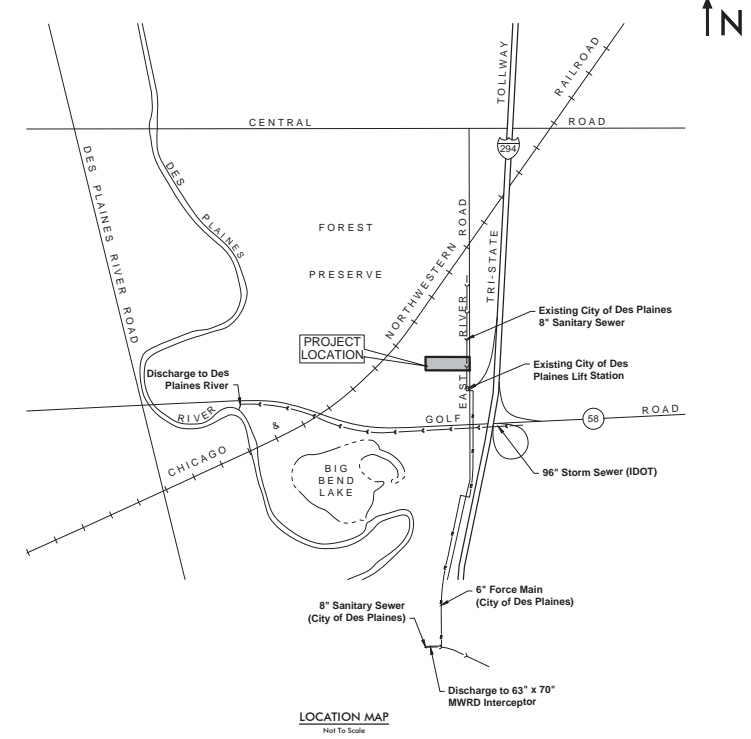
CP # 801 (see survey)  
Description: Cross Notch  
Elevation: 639.85 NAVD 88 (Geoid 12A)

CP # 802 (see survey)  
Description: Cross Notch  
Elevation: 640.41 NAVD 88 (Geoid 12A)



Know what's below.  
Call before you dig.

Note: Call 811 at least 48 hours, excluding weekends and holidays, before you dig.



INDEX TO SHEETS	
NO.	DESCRIPTION
C1.0	TITLE SHEET
C2.0	GENERAL NOTES & SPECIFICATIONS
C2.1	GENERAL NOTES & SPECIFICATIONS
C2.2	MWRD GENERAL NOTES
C3.0	EXISTING CONDITIONS & DEMOLITION PLAN
C4.0	GEOMETRY, PAVING, STRIPING & SIGNAGE PLAN
C5.0	GRADING & DRAINAGE PLAN
C5.1	GRADING PLAN - ENLARGED VIEWS
C6.0	UTILITY PLAN
C7.0	SANITARY SEWER PROFILES
C8.0	TYPICAL DETAILS
C8.1	TYPICAL DETAILS

INDEX TO EXHIBITS	
NO.	DESCRIPTION
EX1.0	MWRD DEVELOPMENT AREA EXHIBIT
EX2.0	MWRD DRAINAGE EXHIBIT
EX3.0	MWRD VOLUME CONTROL EXHIBIT

INDEX TO STORM WATER POLLUTION PREVENTION PLAN SHEETS	
NO.	DESCRIPTION
EC1.0	SWPPP TITLE SHEET
EC2.0	SWPPP GENERAL NOTES & SPECIFICATIONS
EC3.0	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
EC4.0	SWPPP TYPICAL DETAILS

Existing Symbol	Description	Proposed Symbol
⊙	Storm Sewer Manhole	⊙
□	Catch Basin	□
△	Inlet	△
▽	Flared End Section	▽
⊠	Headwall	⊠
⊡	Area Drain	⊡
⊙	Sanitary Sewer Manhole	⊙
⊙	Clean Out	⊙
⊙	Storm Sewer	⊙
⊙	Storm Sewer Service	⊙
⊙	Perforated Underdrain	⊙
⊙	Sanitary Sewer	⊙
⊙	Sanitary Sewer Service	⊙
⊙	Combined Sewer	⊙
FM	Force Main	FM
W	Water Main	W
W	Water Main Service	W
⊙	Fire Hydrant	⊙
⊙	Valve Vault	⊙
⊙	Valve Box	⊙
⊙	B-Box	⊙
⊙	Well Head	⊙
⊙	Light Pole	⊙
⊙	Light Pole With Mast Arm	⊙
⊙	Traffic Signal	⊙
⊙	Traffic Signal With Mast Arm	⊙
⊙	Hand Hole	⊙
⊙	Fence	⊙
⊙	Guardrail	⊙
⊙	Pipe Bollard	⊙
⊙	Sign	⊙
⊙	Gas Valve	⊙
⊙	Gas Line	⊙
E	Electric Line	E
OHW	Overhead Utility Line	OHW
FO	Fiber Optic Line	FO
⊙	Electrical Pedestal	⊙
⊙	Electric Manhole	⊙
⊙	Guy Wire	⊙
⊙	Utility Pole	⊙
⊙	Telephone Pedestal	⊙
⊙	Telephone Manhole	⊙
⊙	Telephone Line	⊙
⊙	Cable TV Line	⊙
⊙	Cable TV Pedestal	⊙
⊙	Flagpole	⊙
⊙	Mailbox	⊙
⊙	Handicapped Parking Stall	⊙
⊙	Number of Parking Stalls	⊙
⊙	Curb & Gutter	⊙
⊙	Reverse Pitch Curb & Gutter	⊙
⊙	Depressed Curb	⊙
⊙	Retaining Wall	⊙
C XXX.XX	Curb Elevation and	C XXX.XX
G/P XXX.XX	Gutter/Pavement Elevation	G XXX.XX
XXX.XX	Pavement Elevation	P XXX.XX
XXX.XX	Sidewalk Elevation	W XXX.XX
XXX.X +	Ground Elevation	XXX.X
T/W XXX.XX	Top of Wall Elevation	TW XXX.XX
B/W XXX.XX	Bottom of Wall Elevation	BW XXX.XX
Gr XXX.XX	Open Lid Frame & Grate	Gr XXX.XX
Rim XXX.XX	Closed Lid Frame & Lid	Rim XXX.XX
FG XXX.XX	Finish Grade	FG XXX.XX
GF XXX.XX	Garage Floor	GF XXX.XX
TF XXX.XX	Top of Foundation	TF XXX.XX
⊙	Swale	⊙
⊙	Hardscape Flow	⊙
⊙	Softscape Flow	⊙
⊙	Contour Line	⊙
⊙	Wetland	⊙
⊙	Wetland Buffer	⊙
⊙	Normal Water Level	⊙
⊙	High Water Level	⊙
⊙	Flood Plain	⊙
⊙	Flood Way	⊙
⊙	Deciduous Tree	⊙
⊙	Coniferous Tree	⊙
⊙	Bush	⊙
⊙	Brushline	⊙
⊙	Soil Boring	⊙
⊙	Over Land Flow Route	⊙
⊙	Recommended Garage Hand With Driveway Slope	⊙

Revised per City Review Comments  
2024-02-05  
2023-11-29

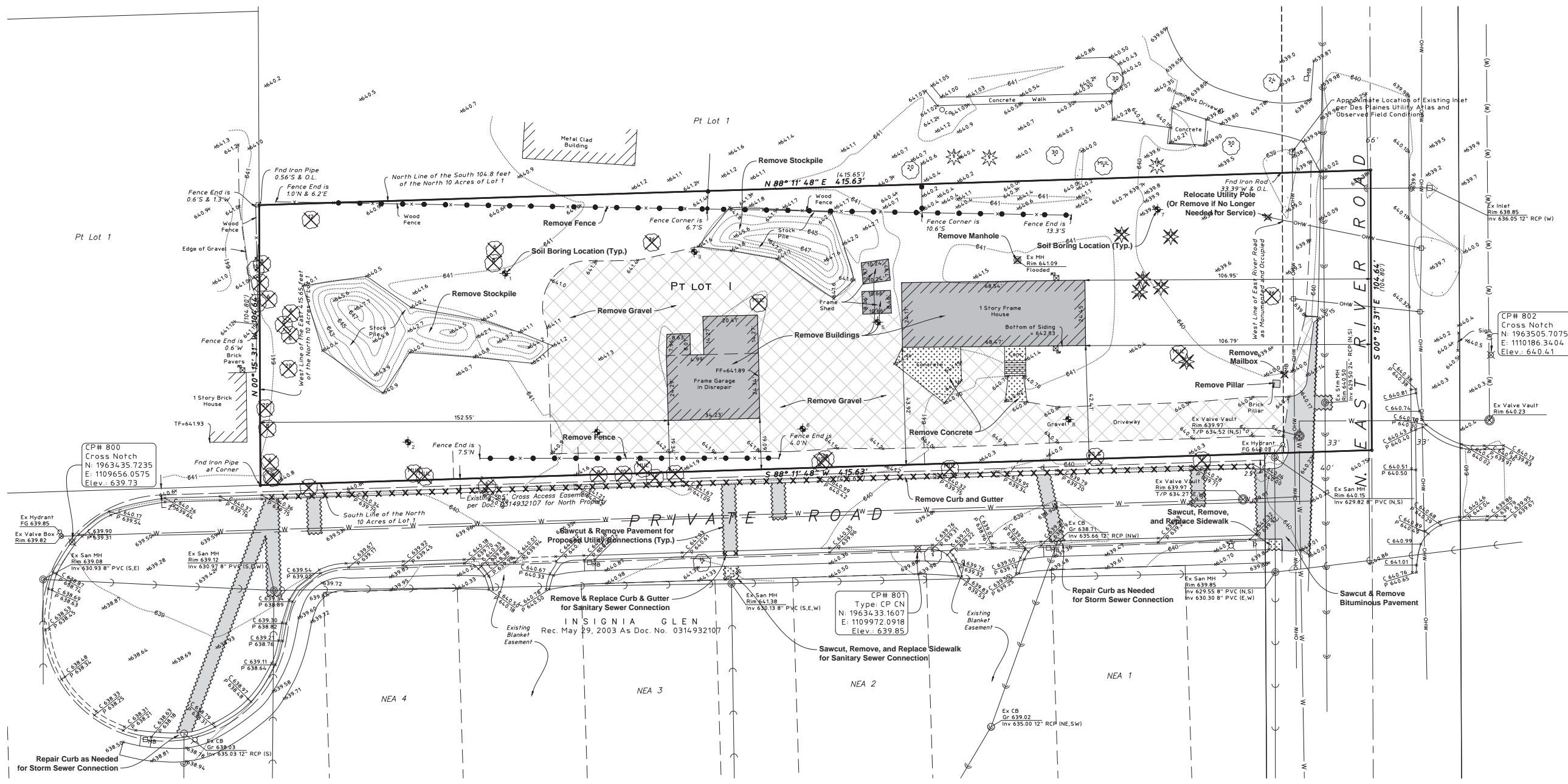
No.	Date
2	2024-02-05
1	2023-11-29

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**TITLE SHEET**  
**INSIGNIA GLEN 2**  
**SITE IMPROVEMENT PLANS**  
CITY OF DES PLAINES, COOK COUNTY, ILLINOIS

Project Manager: M D M  
Engineer: A M S  
Date: 2023-10-13  
Project No. 23-067  
Sheet **C1.0** / C8





CP# 800  
Cross Notch  
N: 19634.35.7235  
E: 1109656.0575  
Elev.: 639.73

CP# 801  
Type: CP CN  
N: 19634.33.1607  
E: 1109972.0918  
Elev.: 639.85

CP# 802  
Cross Notch  
N: 1963505.7075  
E: 1110186.3404  
Elev.: 640.41

Remove & Replace Curb & Gutter  
for Sanitary Sewer Connection

Remove & Replace Curb & Gutter  
for Sanitary Sewer Connection

Sawcut, Remove, and Replace Sidewalk  
for Sanitary Sewer Connection

Soil Boring Note: soil borings performed by Soil and Materials Consultants, Inc. Please refer to their Geotechnical Investigation, dated October 10, 2023, for additional information.

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

Benchmark	
CP # 800 (see survey)	Description: Cross Notch Elevation: 639.73 NAVD 88 (Geoid 12A)
CP # 801 (see survey)	Description: Cross Notch Elevation: 639.85 NAVD 88 (Geoid 12A)
CP # 802 (see survey)	Description: Cross Notch Elevation: 640.41 NAVD 88 (Geoid 12A)

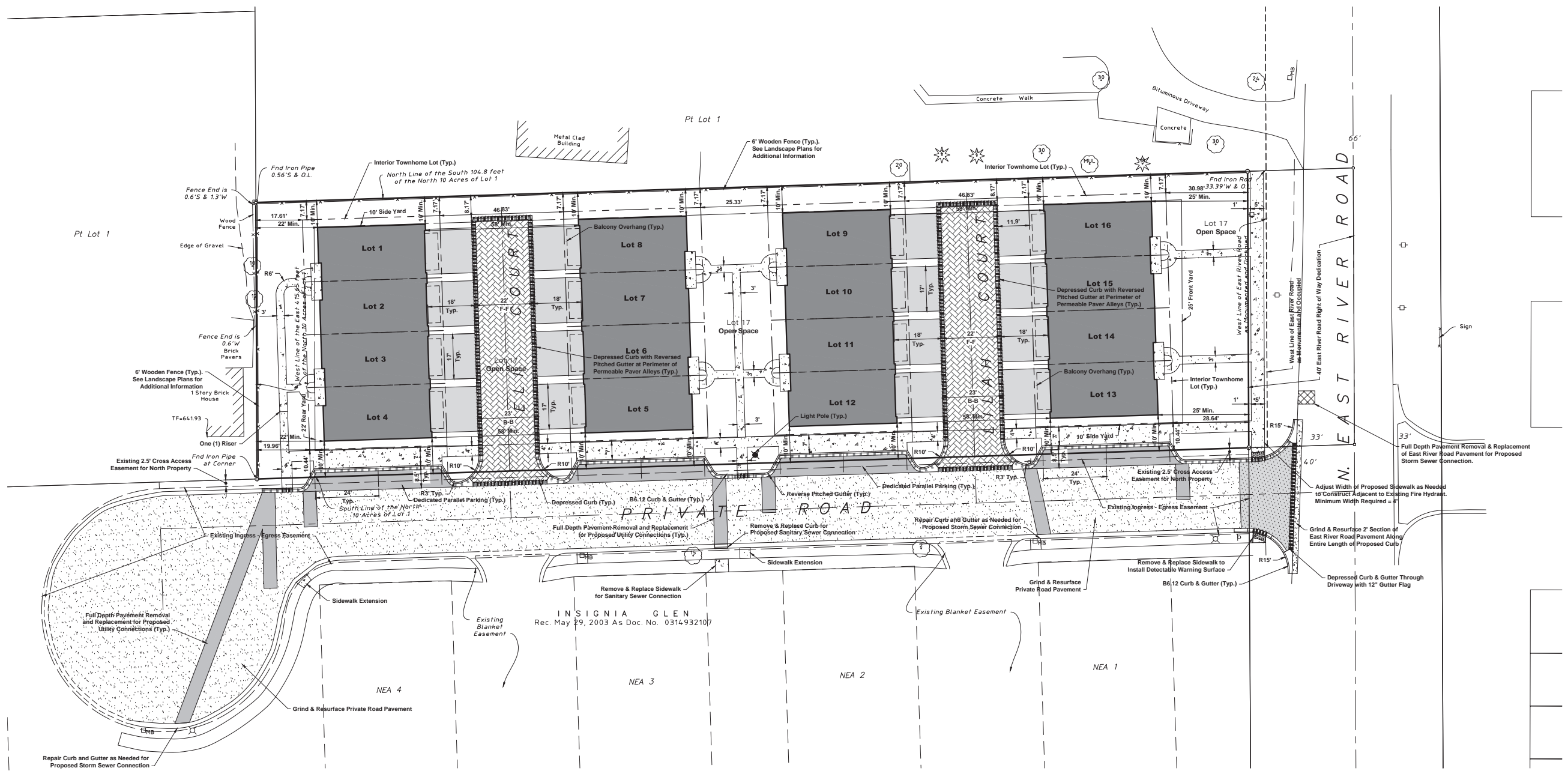
DEMOLITION LEGEND	
	BUILDING REMOVAL
	PAVEMENT REMOVAL
	GRAVEL REMOVAL
	CONCRETE REMOVAL
	CURB REMOVAL
	FENCE REMOVAL
	MISCELLANEOUS REMOVAL
	SAWCUT
	TREE REMOVAL

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




**EXISTING CONDITIONS & DEMOLITION PLAN**  
**INSIGNIA GLEN 2**  
**SITE IMPROVEMENT PLANS**  
CITY OF DES PLAINES, COOK COUNTY, ILLINOIS

Project Manager: M D M  
Engineer: A M S  
Date: 2023-10-13  
Project No: 23-067  
Sheet: C3.0





Note: 48-Hour notice is required for all inspections with the City of Des Plaines

PAVING LEGEND	
	<b>Bituminous Pavement</b> - 1 1/2" Hot Mix Asphalt Surface Course, Mix D, N50 - 3 1/2" Hot Mix Asphalt Binder Course, IL-19, N50 - 10" CA-6 Crushed Aggregate Base Course - Compacted Subgrade
	<b>Concrete Driveway Apron</b> - 8" PCC Pavement (Class PV) w/ 6" x 6" Welded Wire Mesh - 4" CA-6 Crushed Aggregate Base Course - Compacted Subgrade
	<b>Concrete Sidewalk</b> - 5" PCC Walk (Class ST) - 4" CA-6 Crushed Aggregate Base Course - Compacted Subgrade
	<b>Grind &amp; Resurface Asphalt Pavement</b> - Grind 1 1/2" Bituminous Concrete Surface Course, Scarify Binder Course - 1 1/2" Hot Mix Asphalt (HMA) Surface Course, Mix D, N50
	<b>Permeable Pavement</b> - See MWRD "Permeable Pavers Detail" on Sheet EX3.0 for additional information
	<b>East River Road Pavement Patching</b> - Replace Existing East River Road Pavement In-Kind

Site Data		City Ordinance Metrics	
	Required	Required	Provided
Gross Site Area	40.81	Building Height	45 - 55-8.5
POW Dedication	1.00	Yard Summary	
Net Site Area	39.290	Front	25' 25'
Total No. of Units	16	Rear	30' 22'
Net Density	0.407	Side	10' 10'
Parking Summary		Minimum Lot Area/Unit	2,600 - 2,455
Garage Stalls	32 - 201	Parking Summary	
On-Street Spots	32 - 201	Parking - 20' x 25'	32 - 64
Parallel Guest Stalls	8 - 501	Guest Parking - 10' x 20'	4 - 8
Total Parking	72 - 451		

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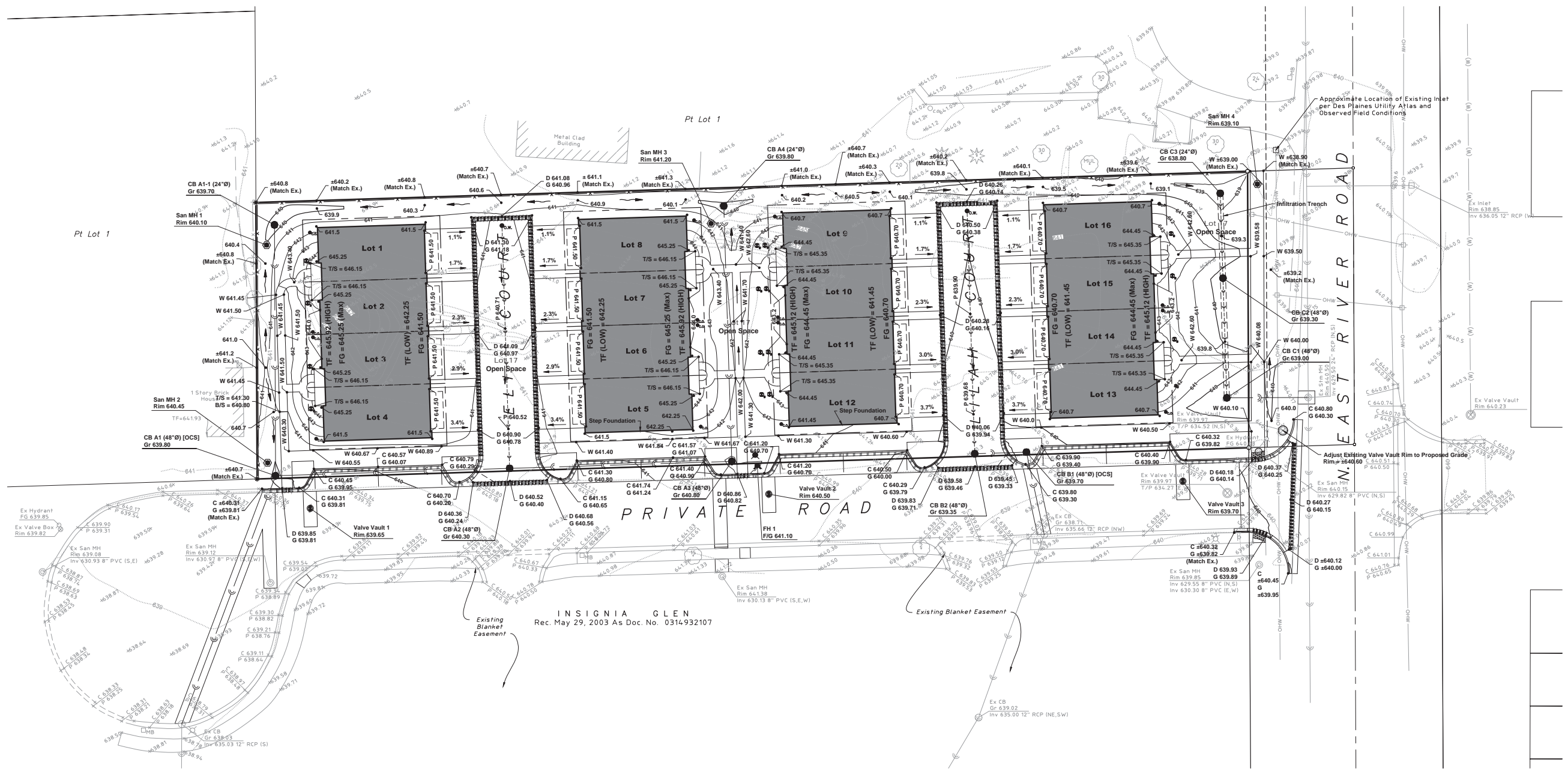
**GEOMETRY, PAVING, STRIPING & SIGNAGE PLAN**  
**INSIGNIA GLEN 2**  
SITE IMPROVEMENT PLANS  
CITY OF DES PLAINES, COOK COUNTY, ILLINOIS

Project Manager: M D M  
Engineer: A M S  
Date: 2023-10-13  
Project No.: 23-067  
Sheet: C4.0 / C8

No.	Date	Revision
1	2023.11.29	Revised per City Review Comments
2	2024.02.05	Revised per City Review Comments



NORTH  
Scale: 1" = 20'



INSIGNIA GLEN  
Rec. May 29, 2003 As Doc. No. 0314932107

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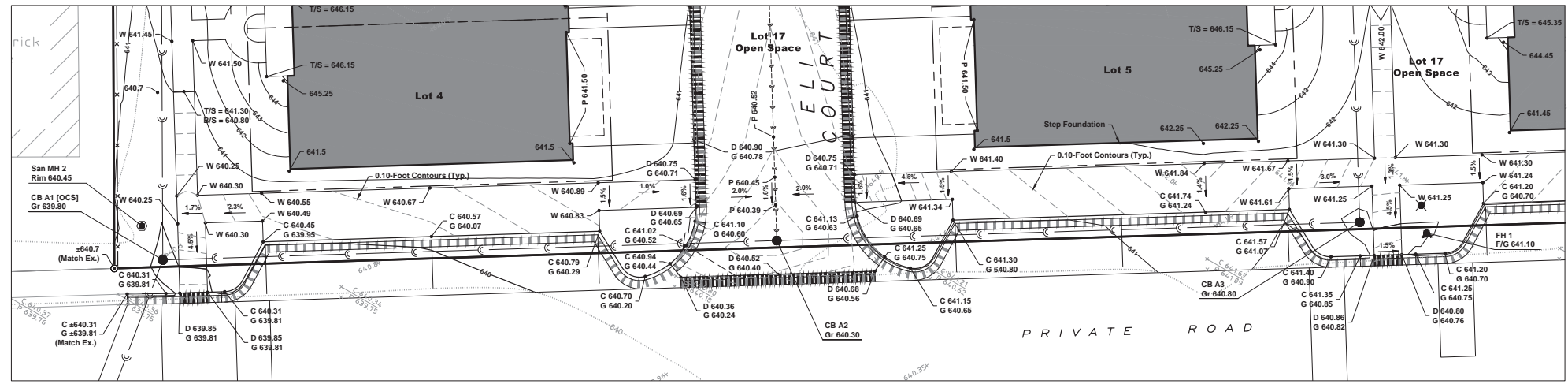
**GRADING & DRAINAGE PLAN**  
**INSIGNIA GLEN 2**  
**SITE IMPROVEMENT PLANS**  
CITY OF DES PLAINES, COOK COUNTY, ILLINOIS

Project Manager: M D M  
Engineer: A M S  
Date: 2023-10-13  
Project No. 23-067  
Sheet **C5.0** of C8

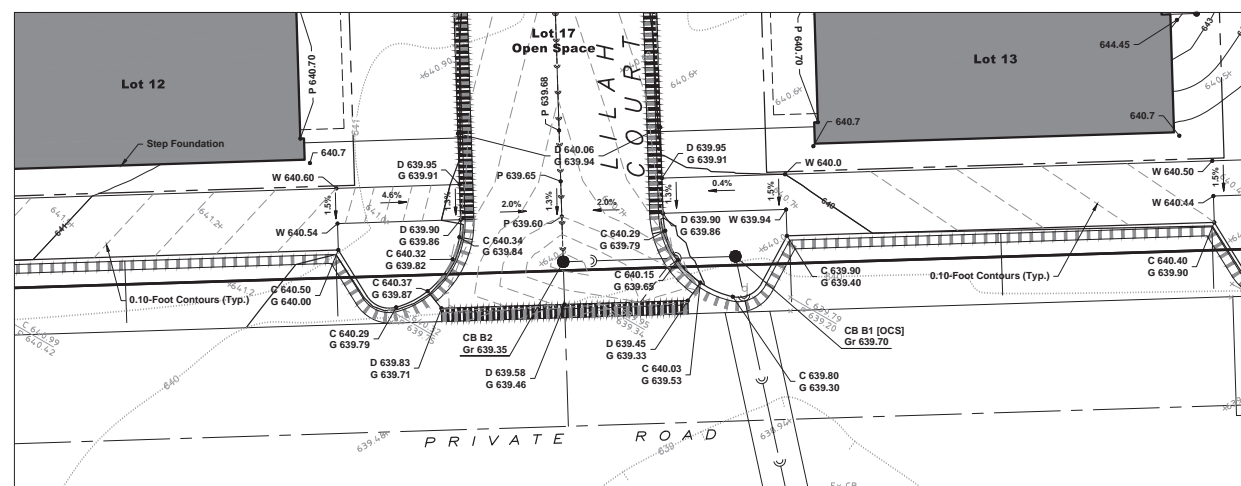
No.	Date	Revision
2	2024.02.05	Revised per City Review Comments
1	2023.11.29	Revised per City Review Comments

Notes:  
Final stair configuration for each townhome unit to be determined during Permit Plat Design Phase.

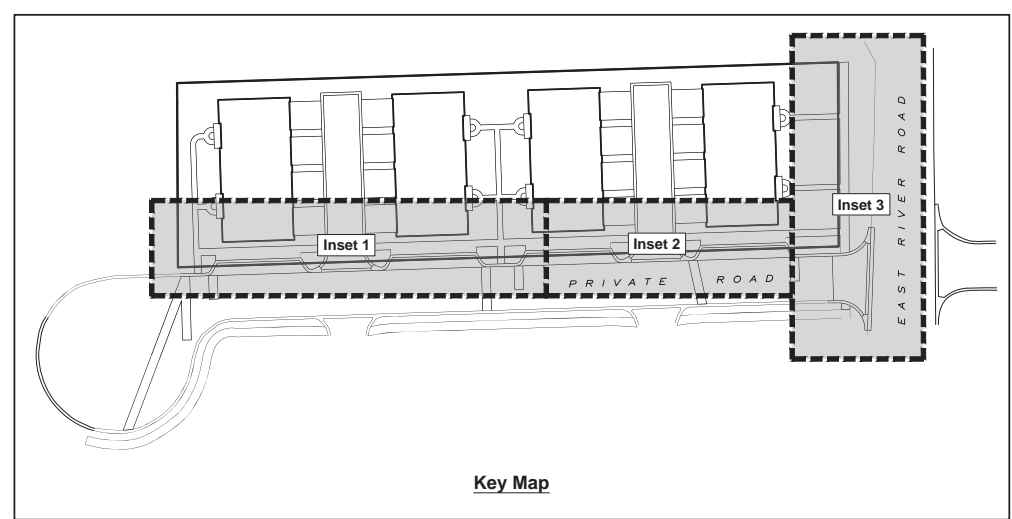




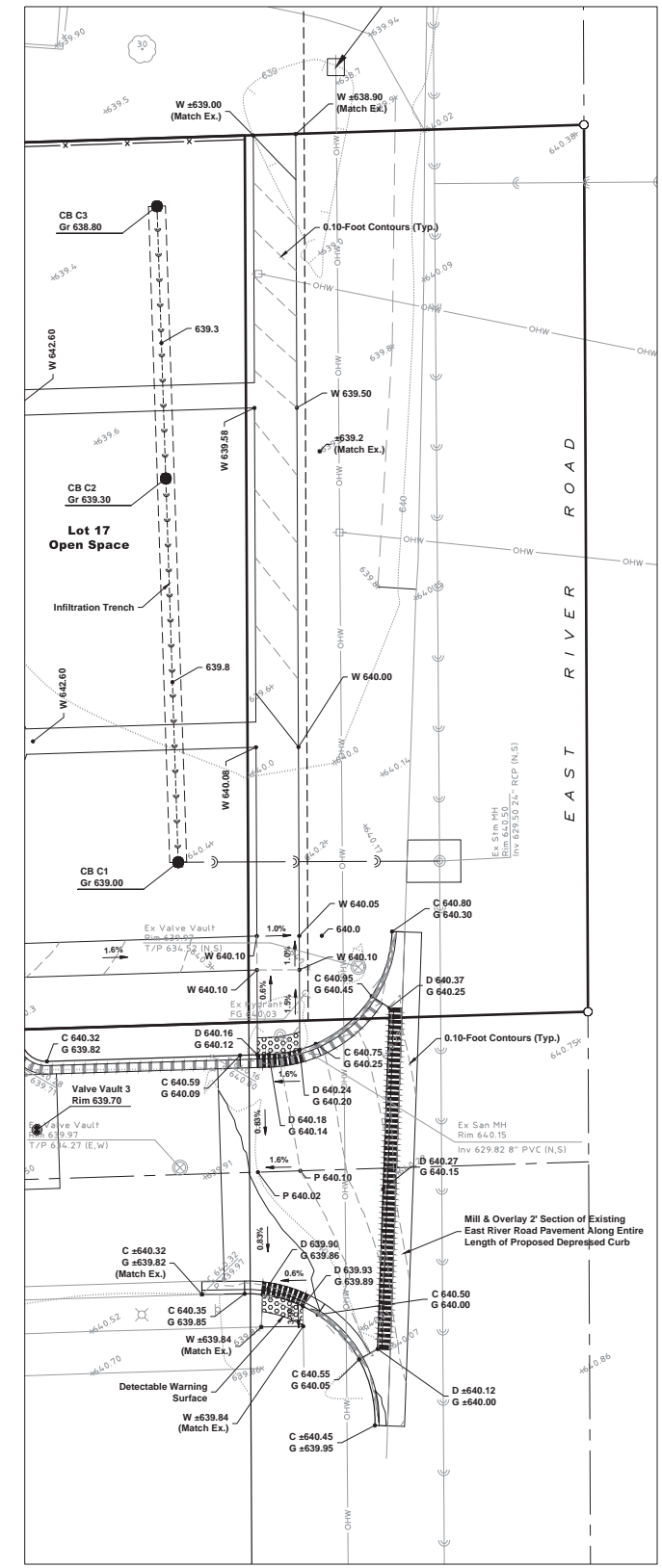
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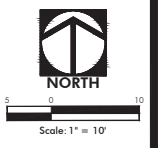
Inset 2



Key Map



Inset 3

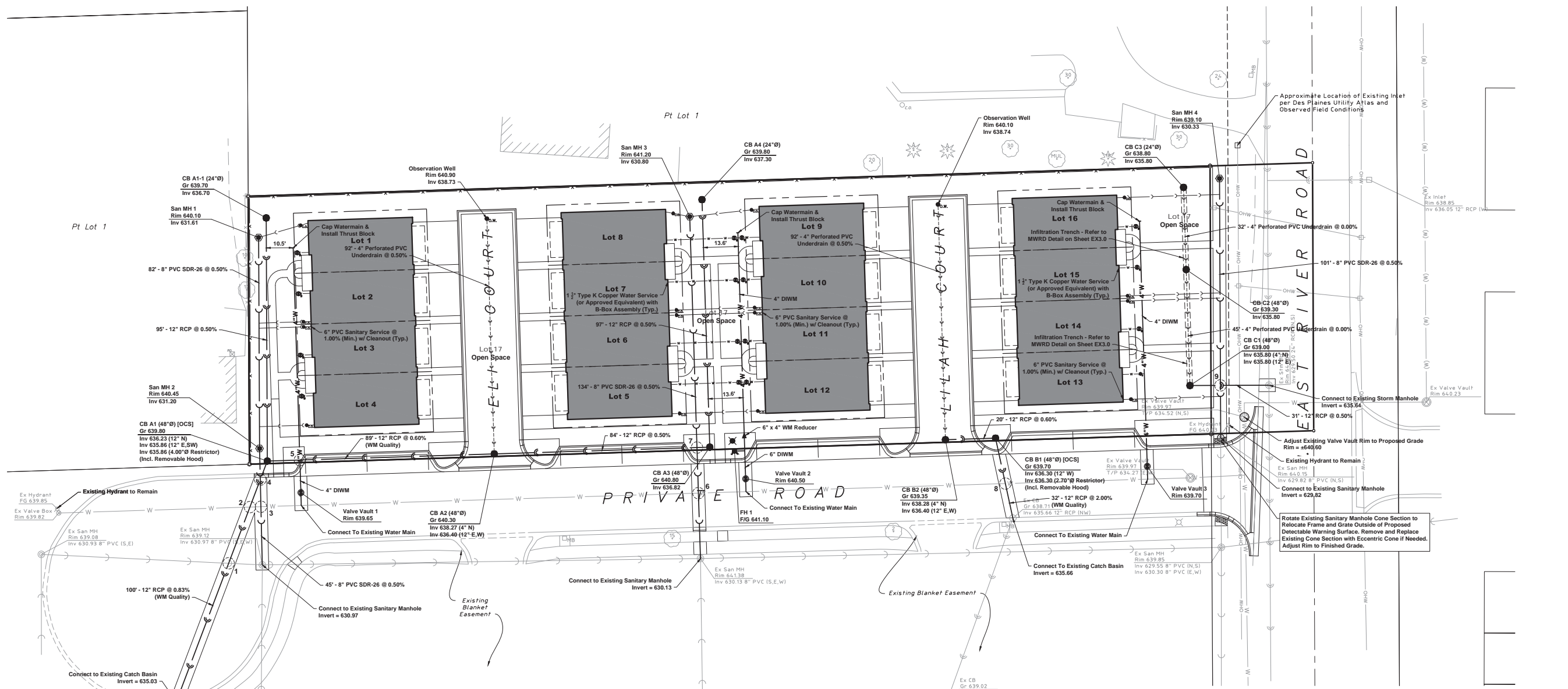
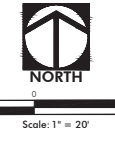


No.	Date	Revision
2	2024.02.05	Revised per City Review Comments
1	2023.11.29	Revised per City Review Comments

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**GRADING PLAN  
ENLARGED VIEWS**  
**INSIGNIA GLEN 2**  
**SITE IMPROVEMENT PLANS**  
CITY OF DES PLAINES, COOK COUNTY, ILLINOIS

Project Manager: M D M  
Engineer: A M S  
Date: 2023-10-13  
Project No. 23-067  
Sheet **C5.1** of C8



UTILITY PIPE CROSSING TABLE

CROSSING	GROUND ELEVATION	PIPE #1	PIPE #2	SEPARATION (inches)	NOTES
1	839.2	T/12" Storm = 836.67	T/8" Sanitary = 831.06	44.2	
		B/12" Storm = 835.34	B/8" Sanitary = 830.94		
2	839.5	T/12" Storm = 836.87	T/8" Water = 834.00	18.4	Storm sewer to be water main quality.
		B/12" Storm = 835.53	B/8" Water = 833.28		
3	839.6	T/8" Water = 834.10	T/8" Sanitary = 831.78	19.2	
		B/8" Water = 833.38	B/8" Sanitary = 831.06		
4	839.7	T/12" Storm = 836.96	T/8" Sanitary = 831.83	45.5	
		B/12" Storm = 835.63	B/8" Sanitary = 831.11		
5	840.4	T/12" Storm = 837.11	T/4" Water = 834.28	18.0	Storm sewer to be water main quality. Water main to be dipped.
		B/12" Storm = 835.78	B/4" Water = 833.90		
6	840.6	T/8" Water = 835.10	T/8" Sanitary = 830.95	41.1	
		B/8" Water = 834.38	B/8" Sanitary = 830.23		
7	841.1	T/12" Storm = 837.92	T/8" Sanitary = 831.04	66.5	
		B/12" Storm = 836.59	B/8" Sanitary = 830.32		
8	839.0	T/12" Storm = 837.10	T/8" Water = 833.50	27.2	Storm sewer to be water main quality.
		B/12" Storm = 835.77	B/8" Water = 832.78		
9	840.1	T/12" Storm = 836.91	T/8" Sanitary = 830.62	59.4	
		B/12" Storm = 835.57	B/8" Sanitary = 829.90		

- Notes:**
- Flowable fill shall be used for all utility trenches located in the East River Road R.O.W. which require structural backfill material.
  - 48-Hour notice is required for all inspections with the City of Des Plaines.

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**UTILITY PLAN**  
**INSIGNIA GLEN 2**  
**SITE IMPROVEMENT PLANS**  
 CITY OF DES PLAINES, COOK COUNTY, ILLINOIS

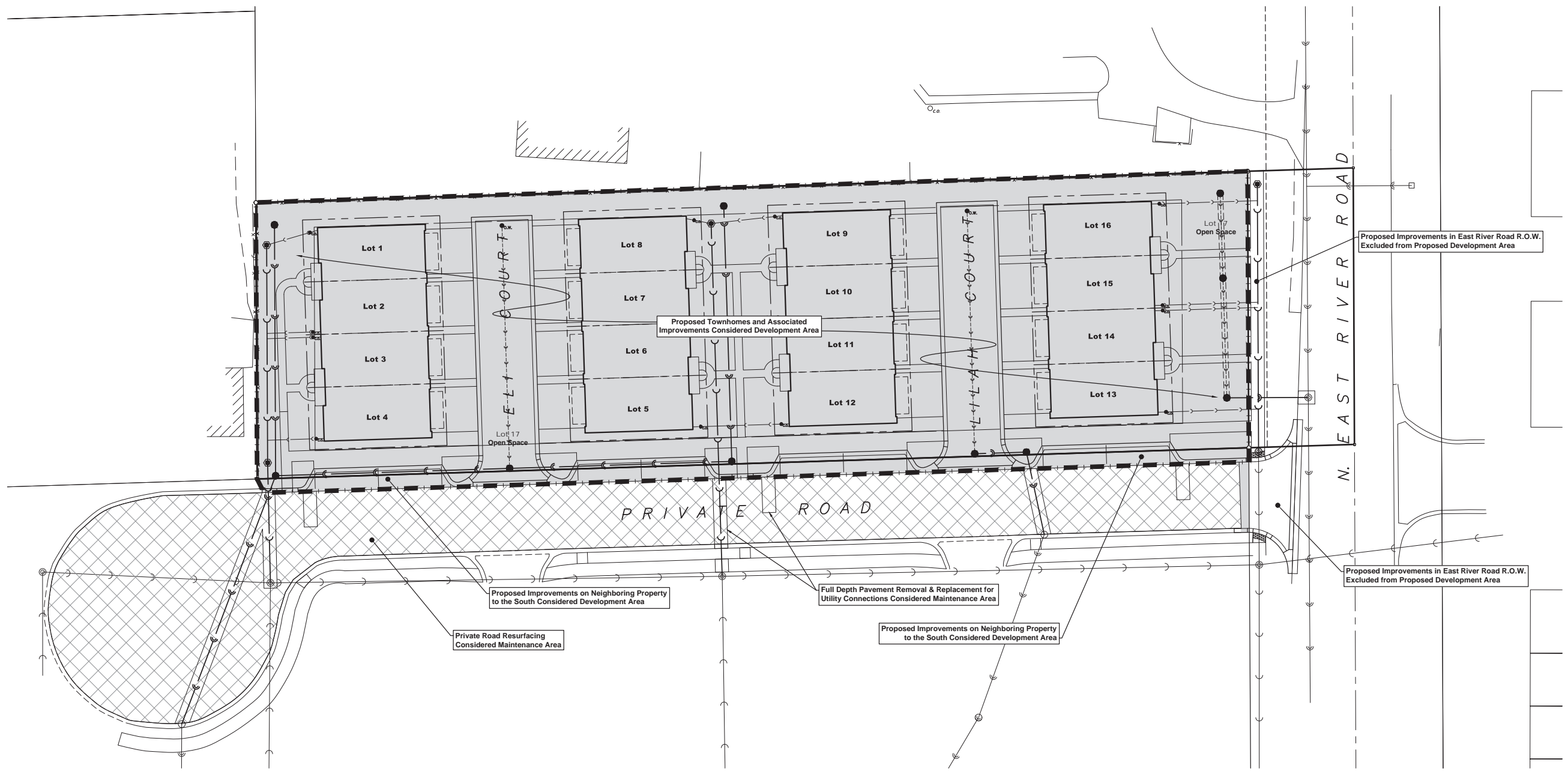
Project Manager: M D M  
 Engineer: A M S  
 Date: 2023-10-13  
 Project No.: 23-067  
 Sheet: C6.0

No.	Date	Revision
2	2024.02.05	Revised per City Review Comments
1	2023.11.29	Revised per City Review Comments






NORTH

Scale: 1" = 20'



**LEGEND**

-  Limits of Development Area
-  Proposed Development Area
-  Proposed Maintenance Area

Revision	Date
Revised per City Review Comments	2024-03-05

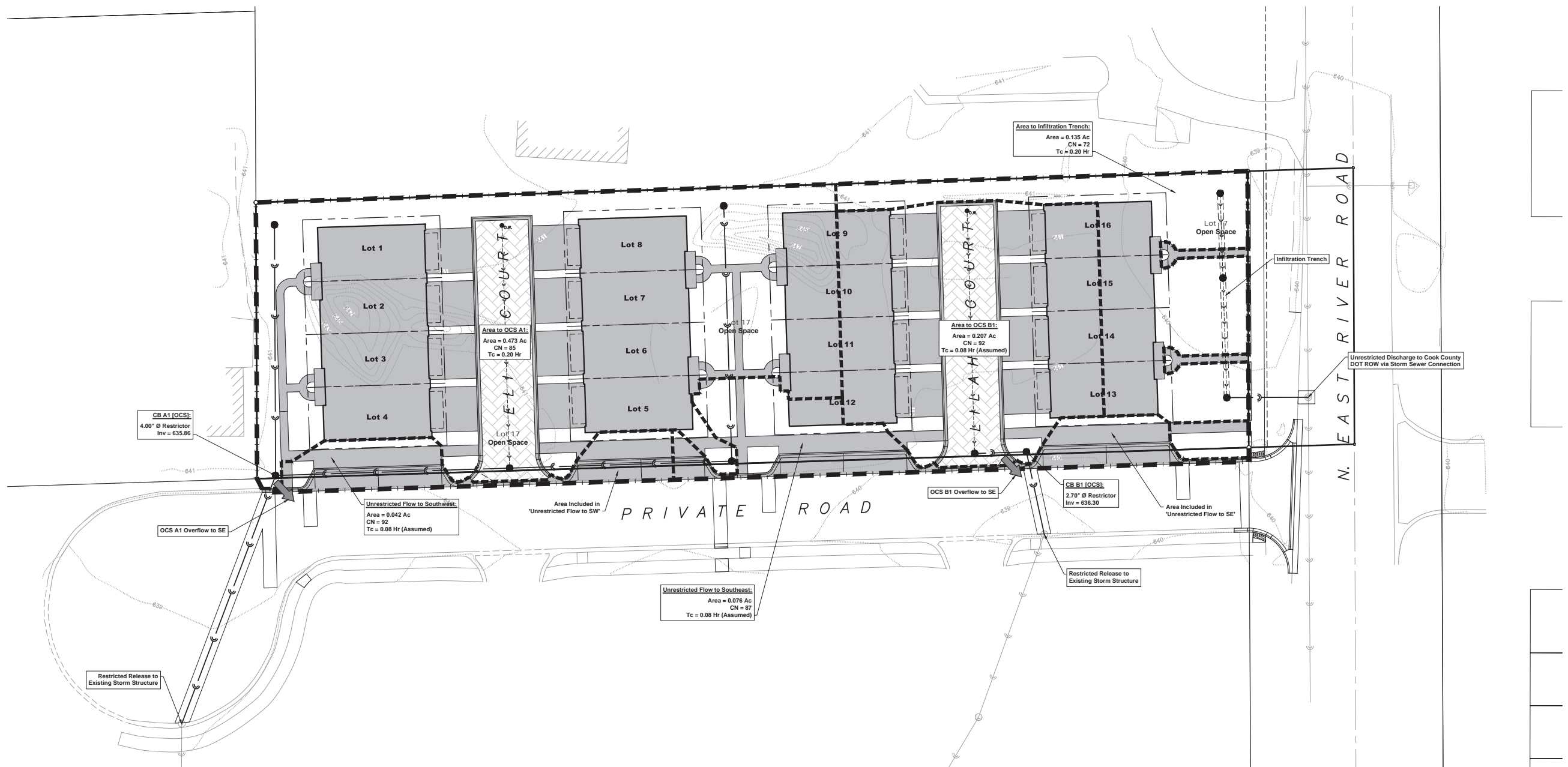
No.	Date
2	2024-03-05

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**MWRD**  
**DEVELOPMENT AREA EXHIBIT**  
**INSIGNIA GLEN 2**  
**SITE IMPROVEMENT PLANS**  
 CITY OF DES PLAINES, COOK COUNTY, ILLINOIS

Project Manager: M D M  
 Engineer: A M S  
 Date: 2023-10-13  
 Project No. 23-067  
 Sheet **EX1.0**  
 EX3





**Proposed Conditions Curve Number Calculations**

Drainage Sub-Area	Area (Acres)	Impervious Area (Ac.)	Type "B" Open Space (Ac.)	Permeable Pavers (Ac.)	CN
Area to OCS A1	0.473	0.272	0.153	0.046	85
Area to OCS B1	0.207	0.142	0.019	0.046	93
Area to OCS C1	0.135	0.040	0.095	0.000	72
Unrestricted to SW	0.042	0.035	0.007	0.000	92
Unrestricted to SE	0.076	0.053	0.023	0.000	87
Unrestricted to R.O.W	0.015	0.008	0.007	0.000	81
<b>Total</b>	<b>0.948</b>	<b>0.550</b>	<b>0.306</b>	<b>0.092</b>	<b>85</b>

Required Volume Control = 73 CY = 0.046 Ac-ft  
 Provided Volume Control = 94 CY = 0.058 Ac-ft

**LEGEND**

- Drainage Area
- Pervious Surface
- Impervious Surface

Note: detention is not required. Flows from areas labeled as "unrestricted" are proposed to discharge from the site without passing through one of the two proposed outlet control structures. The control structures are provided to limit flows leaving the site and to make use of the proposed volume control storage.

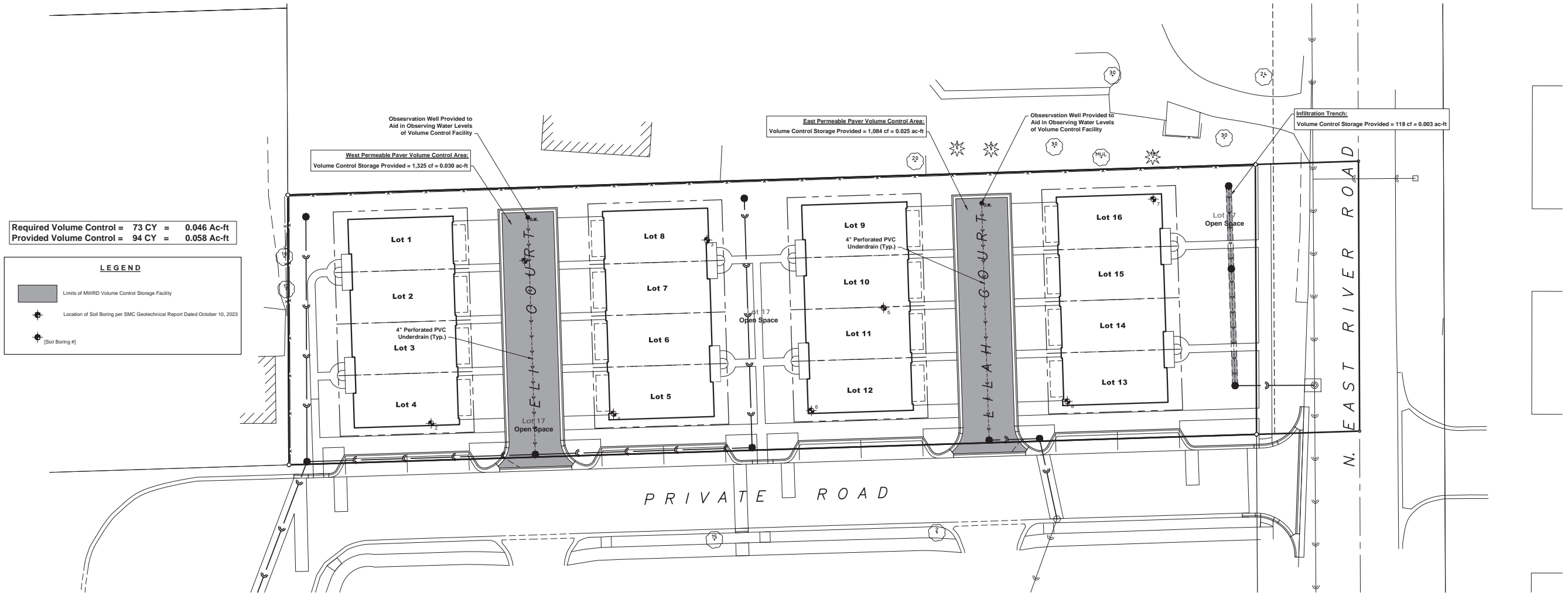
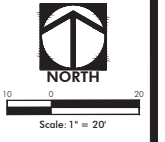
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**MWRD DRAINAGE EXHIBIT**  
**INSIGNIA GLEN 2**  
**SITE IMPROVEMENT PLANS**  
 CITY OF DES PLAINES, COOK COUNTY, ILLINOIS

Project Manager: M D M  
 Engineer: A M S  
 Date: 2023-10-13  
 Project No. 23-067  
 Sheet **EX2.0**

No.	Date	Revision
2	2024-03-05	Revised per City Review Comments

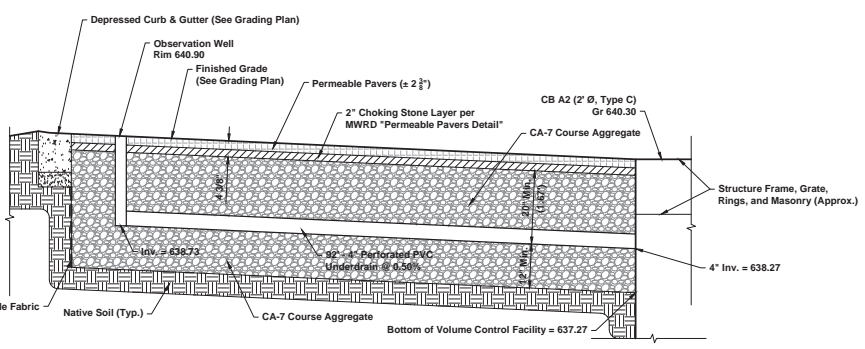




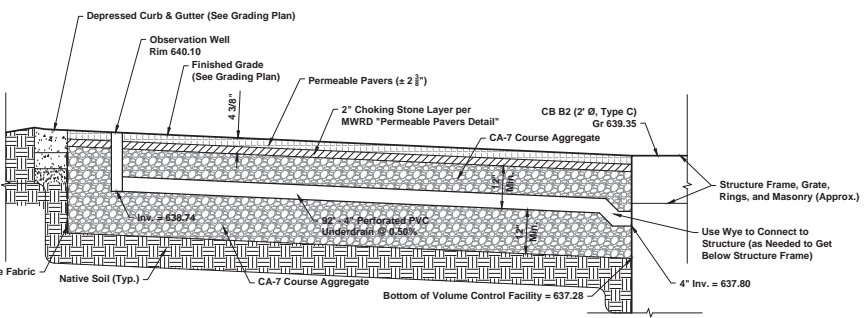
Required Volume Control = 73 CY = 0.046 Ac-ft  
 Provided Volume Control = 94 CY = 0.058 Ac-ft

**LEGEND**

- Limits of MWRD Volume Control Storage Facility
- Location of Soil Boring per SMC Geotechnical Report Dated October 10, 2023
- [Soil Boring #]



WEST ALLEY VOLUME CONTROL DETAIL (Not to Scale)



EAST ALLEY VOLUME CONTROL DETAIL (Not to Scale)

**West Alley Volume Control Calculations**

VOLUME TYPE	SURFACE AREA	DEPTH	PODSITY	STORAGE VOLUME	VOLUME PROVIDED
V <sub>1</sub> COARSE AGGREGATE (ABOVE INVERT)	2,008 sf	1.67'	0.36	0.50 x 0.36 x 1/8	602 cf
V <sub>2</sub> COARSE AGGREGATE (BELOW INVERT)	2,008 sf	1.0'	0.36	0.36 x 1/8	723 cf
<b>TOTAL</b>					<b>1,325 cf (0.030 ac-ft)</b>

**NOTES:**

- THE PERIMETER OF THE VOLUME CONTROL FACILITY SHALL MAINTAIN THE MINIMUM HORIZONTAL SEPARATION DISTANCE OF 10 FEET FROM FOUNDATIONS, UNLESS WATERPROOFED; 20 FEET FROM ROADWAY GRAVEL SHOULDER, AND 100 FEET FROM POTABLE WATER WELLS, SEPTIC TANKS/STOPS, OR OTHER UNDERGROUND TANKS.
- SANITARY OR COMBINED SEWERS SHALL NOT BE LOCATED WITHIN THE VOLUME CONTROL FACILITY. SANITARY OR COMBINED SEWERS SHALL NOT BE LOCATED BELOW THE FOOTPRINT OF THE VOLUME CONTROL FACILITY WHEN LOCAL CONDITIONS PREVENT THE SEWERS FROM BEING LOCATED OUTSIDE THE FOOTPRINT OF THE FACILITY THE SEWERS SHALL BE CONSTRUCTED TO WATER MAIN QUALITY STANDARDS, OR IT SHALL BE ENCASED WITH A WATER MAIN QUALITY CARRIER PIPE WITH THE ENDS SEALED.
- AVOID INSTALLATION ON SLOPES GREATER THAN 3.0% UNLESS COMPACTING NATIVE SOILS. SCARIFY ANY COMPACTED SOIL.
- GEOTEXTILE FABRIC SHALL MEET REQUIREMENTS OF 500 GRAM PER SQUARE YARD, 2.0 INCHES WIDE, APPARENT OPENING SIZE OF 0.30 MM (TABLE 2, CLASS II).
- STONE STORAGE OPTIONS ARE DOT CA-1, CA-3, CA-7, DISTRICT VULCAN MIX, OR APPROVED ALTERNATE, NO RECYCLED MATERIALS.
- HORIZONTAL DISTANCE OF 2 FEET (3.5 FEET IN COMBINED SEWER AREAS) BETWEEN BOTTOM OF BMP AND SEASONALLY HIGH GROUNDWATER LEVEL.
- UNDERDRAINS ARE REQUIRED IN TYPICAL CLAYEY SOILS WHERE INFILTRATION RATES ARE LESS THAN 0.5 INCH/ HOUR. HORIZONTAL UNDERDRAIN PER 20 FEET. PROVIDE 1/2" DIA. REPORT DOCUMENTING NATIVE INFILTRATION RATE TO PERMITS UNDERWRITING.
- HORIZONTAL UNDERDRAIN BEHIND OF TWO INCHES, MAXIMUM OF 12 INCHES.
- ONE OBSERVATION WELL REQUIRED PER 6,000 SQUARE FEET OF SURFACE AREA.
- MAINTENANCE REQUIREMENTS INCLUDE ANNUAL VACUUMING AND LOW-PRESSURE POWER WASHING OF PAVEMENT SURFACE. ACCUMULATED DEBRIS SHALL BE REMOVED IMMEDIATELY. BARE SPOTS AND EXPOSED AREAS SHALL BE REPLANTED AND STABILIZED IMMEDIATELY. DO NOT SEAL/COAT OR APPLY DE-ICING SAND/GRAVELS/SAIT. APPROPRIATE STORAGE REQUIRED FOR FACILITY, REFER TO THE TYPICAL DESIGN FOR PERMEABLE PAVEMENT DETAIL.

**East Alley Volume Control Calculations**

VOLUME TYPE	SURFACE AREA	DEPTH	PODSITY	STORAGE VOLUME	VOLUME PROVIDED
V <sub>1</sub> FEA GRAVEL	2,008 sf	1.0'	0.25	0.50 x 0.25 x 1/8	18 cf
V <sub>2</sub> COARSE AGGREGATE (ABOVE INVERT)	2,008 sf	2.0'	0.36	0.50 x 0.36 x 1/8	50 cf
V <sub>3</sub> COARSE AGGREGATE (BELOW INVERT)	2,008 sf	1.0'	0.36	0.36 x 1/8	50 cf
<b>TOTAL</b>					<b>1,084 cf (0.025 ac-ft)</b>

**NOTES:**

- THE PERIMETER OF THE VOLUME CONTROL FACILITY SHALL MAINTAIN THE MINIMUM HORIZONTAL SEPARATION DISTANCE OF 10 FEET FROM FOUNDATIONS, UNLESS WATERPROOFED; 20 FEET FROM ROADWAY GRAVEL SHOULDER, AND 100 FEET FROM POTABLE WATER WELLS, SEPTIC TANKS/STOPS, OR OTHER UNDERGROUND TANKS.
- SANITARY OR COMBINED SEWERS SHALL NOT BE LOCATED WITHIN THE VOLUME CONTROL FACILITY. SANITARY OR COMBINED SEWERS SHALL NOT BE LOCATED BELOW THE FOOTPRINT OF THE VOLUME CONTROL FACILITY WHEN LOCAL CONDITIONS PREVENT THE SEWERS FROM BEING LOCATED OUTSIDE THE FOOTPRINT OF THE FACILITY THE SEWERS SHALL BE CONSTRUCTED TO WATER MAIN QUALITY STANDARDS, OR IT SHALL BE ENCASED WITH A WATER MAIN QUALITY CARRIER PIPE WITH THE ENDS SEALED.
- AVOID INSTALLATION ON SLOPES GREATER THAN 3.0% UNLESS COMPACTING NATIVE SOILS. SCARIFY ANY COMPACTED SOIL.
- GEOTEXTILE FABRIC SHALL MEET REQUIREMENTS OF 500 GRAM PER SQUARE YARD, 2.0 INCHES WIDE, APPARENT OPENING SIZE OF 0.30 MM (TABLE 2, CLASS II).
- STONE STORAGE OPTIONS ARE DOT CA-1, CA-3, CA-7, DISTRICT VULCAN MIX, OR APPROVED ALTERNATE, NO RECYCLED MATERIALS.
- HORIZONTAL DISTANCE OF 2 FEET (3.5 FEET IN COMBINED SEWER AREAS) BETWEEN BOTTOM OF BMP AND SEASONALLY HIGH GROUNDWATER LEVEL.
- UNDERDRAINS ARE REQUIRED IN TYPICAL CLAYEY SOILS WHERE INFILTRATION RATES ARE LESS THAN 0.5 INCH/ HOUR. HORIZONTAL UNDERDRAIN PER 20 FEET. PROVIDE 1/2" DIA. REPORT DOCUMENTING NATIVE INFILTRATION RATE TO PERMITS UNDERWRITING.
- HORIZONTAL UNDERDRAIN BEHIND OF TWO INCHES, MAXIMUM OF 12 INCHES.
- ONE OBSERVATION WELL REQUIRED PER 6,000 SQUARE FEET OF SURFACE AREA.
- MAINTENANCE REQUIREMENTS INCLUDE ANNUAL VACUUMING AND LOW-PRESSURE POWER WASHING OF PAVEMENT SURFACE. ACCUMULATED DEBRIS SHALL BE REMOVED IMMEDIATELY. BARE SPOTS AND EXPOSED AREAS SHALL BE REPLANTED AND STABILIZED IMMEDIATELY. DO NOT SEAL/COAT OR APPLY DE-ICING SAND/GRAVELS/SAIT. APPROPRIATE STORAGE REQUIRED FOR FACILITY, REFER TO THE TYPICAL DESIGN FOR PERMEABLE PAVEMENT DETAIL.

**Infiltration Trench Volume Control Calculations**

VOLUME TYPE	SURFACE AREA	DEPTH	PODSITY	STORAGE VOLUME	VOLUME PROVIDED
V <sub>1</sub> FEA GRAVEL	2,008 sf	1.0'	0.25	0.50 x 0.25 x 1/8	18 cf
V <sub>2</sub> COARSE AGGREGATE (ABOVE INVERT)	2,008 sf	2.0'	0.36	0.50 x 0.36 x 1/8	50 cf
V <sub>3</sub> COARSE AGGREGATE (BELOW INVERT)	2,008 sf	1.0'	0.36	0.36 x 1/8	50 cf
<b>TOTAL</b>					<b>118 cf (0.003 ac-ft)</b>

**NOTES:**

- THE PERIMETER OF THE VOLUME CONTROL FACILITY SHALL MAINTAIN THE MINIMUM HORIZONTAL SEPARATION DISTANCE OF 10 FEET FROM FOUNDATIONS, UNLESS WATERPROOFED; 20 FEET FROM ROADWAY GRAVEL SHOULDER, AND 100 FEET FROM POTABLE WATER WELLS, SEPTIC TANKS/STOPS, OR OTHER UNDERGROUND TANKS.
- SANITARY OR COMBINED SEWERS SHALL NOT BE LOCATED WITHIN THE VOLUME CONTROL FACILITY. SANITARY OR COMBINED SEWERS SHALL NOT BE LOCATED BELOW THE FOOTPRINT OF THE VOLUME CONTROL FACILITY WHEN LOCAL CONDITIONS PREVENT THE SEWERS FROM BEING LOCATED OUTSIDE THE FOOTPRINT OF THE FACILITY THE SEWERS SHALL BE CONSTRUCTED TO WATER MAIN QUALITY STANDARDS, OR IT SHALL BE ENCASED WITH A WATER MAIN QUALITY CARRIER PIPE WITH THE ENDS SEALED.
- AVOID INSTALLATION ON SLOPES GREATER THAN 3.0%.
- GEOTEXTILE FABRIC SHALL MEET REQUIREMENTS OF 500 GRAM PER SQUARE YARD, 2.0 INCHES WIDE, APPARENT OPENING SIZE OF 0.30 MM (TABLE 2, CLASS II).
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- HORIZONTAL DISTANCE OF 2 FEET (3.5 FEET IN COMBINED SEWER AREAS) BETWEEN BOTTOM OF BMP AND SEASONALLY HIGH GROUNDWATER LEVEL.
- UNDERDRAINS ARE REQUIRED IN TYPICAL CLAYEY SOILS WHERE INFILTRATION RATES ARE LESS THAN 0.5 INCH/ HOUR. HORIZONTAL UNDERDRAIN PER 20 FEET. PROVIDE 1/2" DIA. REPORT DOCUMENTING NATIVE INFILTRATION RATE TO PERMITS UNDERWRITING.
- HORIZONTAL UNDERDRAIN BEHIND OF TWO INCHES, MAXIMUM OF 12 INCHES.
- ONE OBSERVATION WELL REQUIRED PER 6,000 SQUARE FEET OF SURFACE AREA.
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**HAEGER ENGINEERING**  
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 100 East State Parkway, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax: 847.394.6606  
 Illinois Professional Design Firm License No. 184-0003152  
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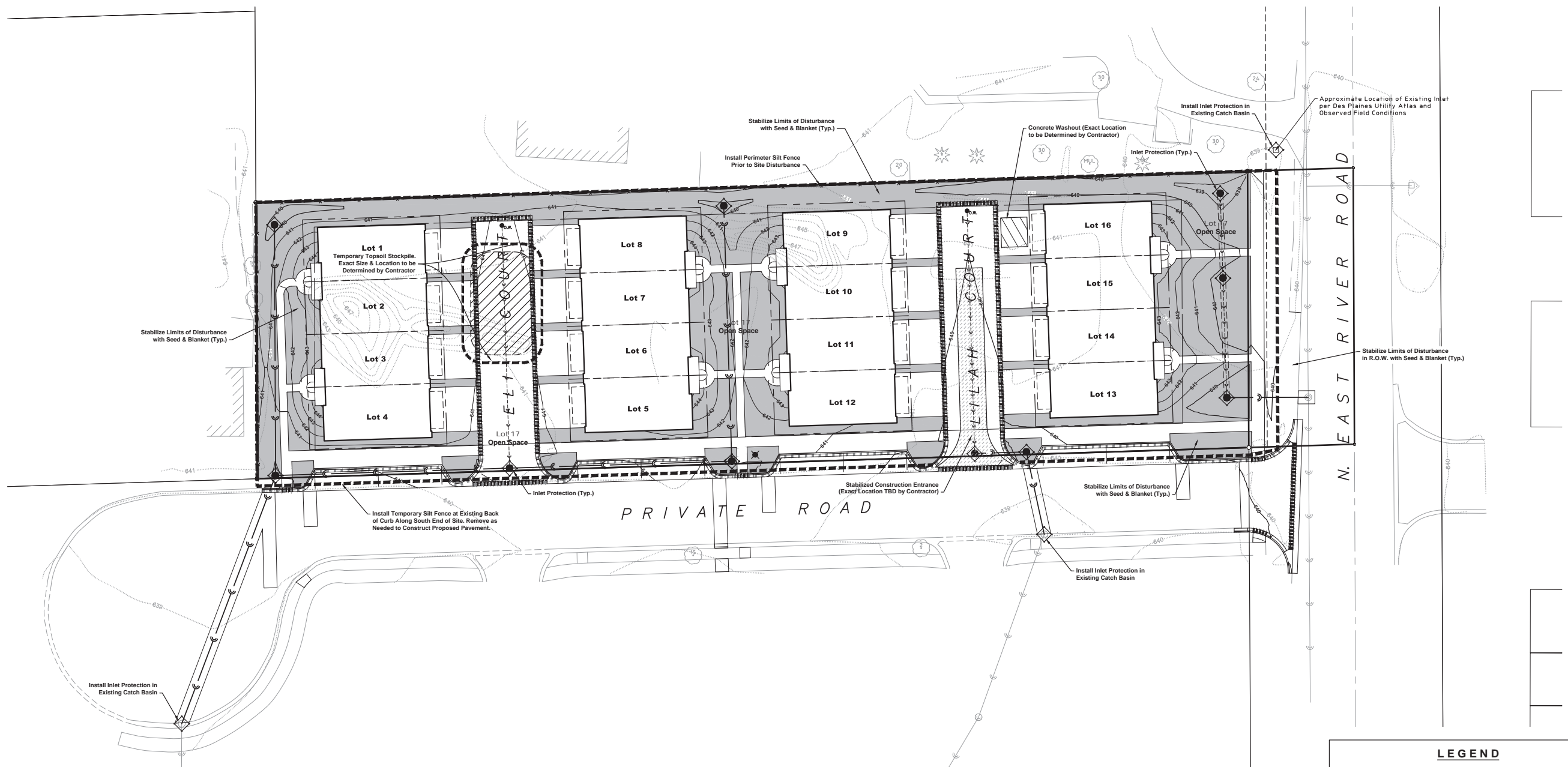
**MWRD VOLUME CONTROL EXHIBIT**  
**INSIGNIA GLEN 2**  
**SITE IMPROVEMENT PLANS**  
 CITY OF DES PLAINES, COOK COUNTY, ILLINOIS

Project Manager: M D M  
 Engineer: A M S  
 Date: 2023-10-13  
 Project No: 23-067  
 Sheet **EX3.0**



NORTH

Scale: 1" = 20'



LEGEND	
	Stabilized Construction Entrance
	Temporary Stockpile Location
	Standard Seed & Blanket
	• 6" Topsoil (min.)
	• IDOT Seed Mixture 2A
	• North American Green DS75 Blanket
	Concrete Washout
	Silt Fence
	Inlet Filter Basket or Coir Roll (Use Baskets for Structures in Pavement and Coir Rolls for Structures in Grass)

Revision	Date
2	2024-03-05

Revised per City Review Comments

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**STORMWATER POLLUTION PREVENTION PLAN (SWPPP)**  
**INSIGNIA GLEN 2**  
**SITE IMPROVEMENT PLANS**  
 CITY OF DES PLAINES, COOK COUNTY, ILLINOIS

Project Manager: M D M  
 Engineer: A M S  
 Date: 2023-10-13  
 Project No. 23-067  
 Sheet **EC3.0** of EC4

Insignia Glen General Construction Schedule 3/5/2024

Task	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September
	2024	2024	2024	2024	2024	2024	2024	2024	2025	2025	2025	2025	2025	2025	2025	2025	2025
Sitework																	
Building 1																	
Building 2																	
Building 3																	
Building 4																	
Closeout																	

**EXHIBIT G**

**UNCONDITIONAL AGREEMENT AND CONSENT**

**TO:** The City of Des Plaines, Illinois ("**City**");

**WHEREAS**, MAS Land Investments 2, LLC ("**Petitioner**"), applied to the City of Des Plaines for the approval of: (i) a final plat of planned unit development of the property commonly known as 180 N. East River Road, Des Plaines, Illinois ("**Subject Property**"), including certain proposed exceptions within the proposed planned unit development; (ii) a conditional use permit for a planned unit development; and (iii) a final plat of subdivision of the Subject Property (collectively, the "**Requested Relief**"); and

**WHEREAS**, Ordinance No. Z-5-24 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_, 2024 ("**Ordinance**"), grants approval of the Requested Relief, subject to certain conditions; and

**WHEREAS**, Petitioner desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Ordinance, and the Owner desires to evidence its consent to recording the Ordinance against the Subject Property;

**NOW, THEREFORE**, Petitioner does hereby agree and covenant as follows:

1. Petitioner shall, and does hereby, unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of the Ordinance.
2. Petitioner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner against damage or injury of any kind and at any time.
3. Petitioner acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with: (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

5. Petitioner shall, and does hereby agree to, pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST:

**MAS LAND INVESTMENTS 2, LLC**

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

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

**SUBSCRIBED** and **SWORN** to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024.

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





COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: March 14, 2023

To: Michael G. Bartholomew, City Manager

From: Samantha Redman, Senior Planner *SR*

Cc: Jeff Rogers, AICP, Director of Community and Economic Development *JWR*

Subject: Zoning Map Amendment from R-1 to R-3 at 1958 Illinois Street and Major Variations for Minimum Lot Area and Parking

**Issue:** The petitioner is requesting the following items: (i) a zoning map amendment from R-1, Single Family Residential to R-3, Townhouse Residential; (ii) a major variation to the minimum lot area requirement; and (iii) a major variation from the off-street parking requirement.

**PINs:** 09-29-230-025 & 09-29-230-026

**Petitioner/Owner:** Wojciech Gracz and Anna Boruk, 1958 Illinois Street, Des Plaines, Illinois 60018

**Case Number:** #24-011-MAP-V

**Ward Number:** #6, Alderman Mark Walsten

**Existing Zoning:** R-1, Single-Family Residential

**Surrounding Zoning:**  
North: R-1, Single Family Residential  
South: R-1, Single Family Residential  
East: R-2, Two-Family Residential  
West: R-1, Single Family Residential

**Surrounding Land Uses:**  
North: Single family residence  
South: Single family residence  
East: Duplexes  
West: Single family residence

**Street Classification:** Illinois Street is classified as a local road.

**Comprehensive Plan:** Single Family Residential is the recommended use for this property.



**Property/Zoning History:** Per city records, this property was re-zoned from Single Family Residential to Two Family Residential in 1968 (Ordinance Z-36-68). In 1971, a building permit and certificate of occupancy was issued for a two-dwelling building. No permits are located within City records for conversion of the basement into a garden unit. Between 1968 and the update of the 1998 Zoning Ordinance, this property was re-zoned to the current R-1, Single Family Residential zoning district.

In 1973, a zoning map amendment and variation case was submitted for this property to legalize a garden unit (a third dwelling unit) constructed without zoning or building approval; within the minutes of the case reviewed by the Zoning Board of Appeals, the property owner at that time explained that they converted the garden unit without proper authorization and requested relief to allow the unit to remain (Refer to Previous 1973 Zoning Case Materials attachment). The Board denied the request for relief, the case escalated, and enforcement action was taken. The property owner in 1973 was ordered to remove the kitchen facilities and evict the tenants of the garden unit. In 1978, a complaint was filed once again about the use of the garden unit and the property owner requested the same zoning relief, which was denied again in 1983. It is important to note the current property owners are unassociated with the previous property owner who requested this relief in the 1970s and 1980s.

No building permits were provided by the property owner, and staff did not discover any records permitting the conversion of the “garden unit” into a dwelling unit. Regardless, the Petitioner’s Narrative and Response to Standards states that the property has operated as a three-flat and the associated requests are to continue to operate all three dwelling units.

**Project Description:** The property is currently occupied by a two-story building with a basement and a two car, detached garage with a hard surface parking area adjacent to the garage. The property is permitted to have two dwelling units. The petitioner is requesting a zoning map amendment from R-1, Single-Family Residential to R-3, Townhouse Residential. Variations for parking and reducing lot area are necessary zoning relief to allow for the use of this property as a three-unit, or “three-flat,” residential building.

*Illegal Versus Legal Non-Conforming Uses*

Within the Petitioner’s Response to Standards, they state the intent of the requests is to “permit the legal use of the property” with the three dwelling units. Section 12-5-5 allows “lawfully existing nonconforming uses” to persist as long as otherwise lawful; i.e. if the property was permitted as a three-flat per prior zoning rules or relief, it would be permitted to continue to operate as such. However, for this property to have been considered a “legal non-conforming use” the use must have previously been allowed by the Zoning Ordinance in effect when the use was established.

The zoning for this property was two-family residential when it was constructed between 1969 and 1971, meaning only two dwelling units were permitted to exist. As discussed in the Property/Zoning History section of this report, identical zoning map amendment and variation requests to permit three dwelling units were denied by the Zoning Board of Appeals in 1973 and 1983. Since 1983, there is no documentation demonstrating the three-unit use was

established legally, so the use as a three-flat would be considered an *illegal* non-conforming use. Therefore, the zoning map amendment and variations are necessary to allow for the intended use of this building for three separate dwelling units.

Any non-conforming use is subject to Section 12-5-5 of the Zoning Ordinance, which limits nonconforming uses (i.e., a two flat within in a single-family residential zoning district) from having any improvements completed unless they can be considered ordinary repair and maintenance. The property, if used for two dwelling units, would lose its legal non-conforming status if the owner structurally altered the building or enlarged it in any way. Simply, if an addition is added to the building at any point in the future or structural changes needed to occur to remedy any defects, the entire building would no longer be able to have two dwelling units, and instead would need to be de-converted to meet standards of a single-family residence. Granting this zoning relief would eliminate this legal non-conforming status and allow the property to have three dwelling units without the limitations of Section 12-5-5.

It is important to note that no building permits are on record for the conversion of the basement into a “garden unit.” Unless a previous building permit is provided demonstrating this conversion was performed with City approval, the unit will be required to be updated to meet International Building Code (IBC) requirements and pass a building inspection prior to the issuance of a rental license of the garden unit (Section 4-17-1 of the City Code).

#### 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. The Amenities and Services Map attachment demonstrates the proximity of the property to amenities within a “walkable” distance, which is approximately a half mile, or an 8–15-minute walk for the average person<sup>1</sup>.

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 this property. The Site Plan Review contributes to the overall assessment of a zoning map amendment. Refer to the Site Plan Review section of this report.

#### *R-1 Zoning and Suitability of the Site for Proposed R-3 Zoning*

The below table provides a comparison of the types of residential units permitted per various zoning districts. The R-1, Single-Family Residential district limits the number of dwellings to one unit per parcel. To allow for more than one residence on this property, the property would need to have the zoning changed to a higher density zoning, like R-3, Townhouse Residential.

Multiple family residences are defined as, “residential building(s) containing

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<sup>1</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.

three or more dwelling units.” Therefore, if re-zoned to R-3, where multiple family dwellings *are* allowed but single-family dwellings are *not* allowed, the property would not be able to de-convert any of the three units and continue to be a permitted use in this zoning district. In other words, choosing to rezone the property represents a commitment that the building will be used for three units.

<b>Residential Districts Use Matrix</b>				
<i>Use</i>	<b>R-1 (Current)</b>	<b>R-2 (Current)</b>	<b>R-3 (Proposed)</b>	<b>R-4</b>
Single Family Detached	P	C*	C*	C*
Townhouse	Not permitted	Not permitted	P	P
Two-family	Not permitted	P	Not permitted	Not permitted
Multiple 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 Single-Family and R-3 Townhouse Residential districts have different size and setback requirements. The table below provides a comparison.

<b>R-1 Versus R-3 Bulk Standards</b>		
<b>Bulk Controls</b>	<b>R-1</b>	<b>R-3</b>
Maximum height	2 ½ stories to 35 ft	45 ft
Minimum front yard	25 ft	25 ft
Minimum side yard	5 ft	Buildings 35 ft. and under: 5 ft. Over 35 ft.: 10 ft.
Minimum rear yard	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.
Minimum lot width	55 ft.	45 ft.
Minimum lot area	6,875 sq. ft.	2800 sq. ft. per dwelling unit

*Bulk Standards of Existing/Proposed Use*

Below provides a comparison of what the requirements are for the new zoning district and what is existing/proposed at the property.

<b>R-3 – Townhome Residential District Bulk Standards</b>		
<i>Bulk Controls</i>	<i>Maximum Allowed</i>	<i>Existing</i>
Maximum height	45 ft	≤ 35 ft
Minimum front yard	25 ft	25 ft
Minimum side yard	Buildings 35 ft. and under: 5 ft.	5 ft.
Minimum rear yard	Buildings 35 ft. and under: 25 ft. or 20% of lot depth, whichever is less	37 ft.
Minimum lot width	45 ft.	50 ft
Minimum lot area	2800 sq. ft. per dwelling unit	2083.3 sq ft per dwelling unit <sup>1</sup>

<sup>1</sup> Calculation: Total Lot Area (6250 sq. ft.) divided by Proposed Units. Variation requested to provide relief from this requirement.

#### Variation Requests

Variations to lot area and parking are necessary for this property to be used in the manner envisioned.

#### *Off-Street Parking*

The off-street parking requirement for a multiple-family building (any residential building with three or more dwelling units) in the R-3 district is two parking spaces per dwelling unit. Per the Petitioner’s Narrative, three off-street parking spaces are provided via the garage. Six off-street parking spaces would be required, so a major variation is requested to provide relief from this requirement. On-street parking is available on the east side of Illinois Street, on the opposite side of the street from the property; however, within the Zoning Ordinance, only off-street parking can count towards fulfilling the parking requirement. On-street parking cannot be reserved for specific properties.

The 1960 Zoning Ordinance in effect during the construction of these buildings also required two off-street spaces per dwelling unit. Historic aerials indicate the three-car garage or a similarly sized structure and the parking pad adjacent to the property has existed since the property was developed in 1971, for a total of four off-street parking spaces on the property. Adding one dwelling unit would require two additional parking spaces, per the zoning ordinance. A variation is requested to allow the existing four spaces to satisfy parking requirements.

#### *Minimum Lot Area*

The zoning district of a property determines the required minimum lot area. Particularly when expressed as a “per unit” ratio, this rule is intended to control density. For the R-1 zoning district, one dwelling unit is allowed on a property and the lot must be a minimum of 6,875 sq. ft. For the R-3 zoning district, multiple units are allowed, but 2,800 square feet must be provided per dwelling unit. To calculate whether it meets this requirement, the total lot area is divided by the number of dwelling units. See the table below for calculations for this

site, depending on the zoning district. A variation is necessary if the property is re-zoned to R-3, but a variation is not required for the existing non-conforming use.

	<i>R-1 (Existing)</i>	<i>R-3 (Proposed)</i>
Existing Lot Area	6,250 sq. ft.	
Minimum lot area	6,875	2,800 sq. ft. per dwelling unit
Total Units	2 dwelling units*	3 dwelling units
Total Required Lot Area	5,600 sq. ft.	8,400 sq. ft.

\*Existing non-conforming use.

Site Plan Review

Pursuant to Section 12-3-7.D.2 of the Zoning Ordinance, a Site Plan Review is required for all map amendment requests to assess how the request meets the characteristics identified in Section 12-3-2, which are listed below along with staff’s assessment of each in relation to the current site plan provided by the petitioner, located in the Plat of Survey/Site Plan attachment.

<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>Along this block, the adjacent buildings are generally closer to the front lot line than the subject property. The existing building does cover more of the lot than most other buildings in this neighborhood; however, no alterations expanding the footprint of the building or any additional hard surfaces are proposed at this time. This property has existed in this form and location since 1971.</li> </ul>
The arrangement of open space and landscape improvements	<ul style="list-style-type: none"> <li>Adequate landscaping is provided in the front yard. The rear yard is entirely impervious surface, which does not violate any zoning rules in this case but is not an ideal or best-practice design.</li> </ul>
The adequacy of the proposed circulation system on the site	<ul style="list-style-type: none"> <li>Garages facing the alley provide vehicular access with limited conflict points with pedestrians and motorists. A walkway is provided from the front and side doors to a public sidewalk.</li> <li>Parking would not meet the off-street parking requirements of Section 12-9-7. Four spaces are provided where six are required. However, on-street parking is available along the east side of Illinois Street. Although not adjacent to the property, there is a bus stop for PACE 230 near Arndt Park, a less than 10-minute walk. This bus route provides a 10-minute ride to the Des Plaines Metra station and Downtown. Providing “parking</li> </ul>

	light” housing where a household may be limited to one car instead of multiple encourages the use of alternatives.
The location, design, and screening of proposed off-street parking areas	<ul style="list-style-type: none"> <li>• Off-street parking is located at the rear of the property facing the alley. The parking is screened by the building and the front yard.</li> </ul>
The adequacy of the proposed landscaping design on the site	<ul style="list-style-type: none"> <li>• No additional landscaping is proposed. The front yard landscaping is proposed to remain.</li> </ul>
The design, location, and installation of proposed site illumination	<ul style="list-style-type: none"> <li>• No additional lighting is proposed for the site. No compliance issues have been identified with the lighting at this property.</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>• The Comprehensive Plan illustrates this area for single family residential uses, which could include both single-family detached and attached units.</li> <li>• The proposed plan supports the following goals: <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>

**PZB Recommendation and Conditions:** The PZB held a public hearing on March 12, 2024 to consider the requests. Their rationale for recommendations is captured in the excerpt to the approved minutes from the meeting. The PZB voted 4-1 to *recommend approval* of the map amendment and major variations. Pursuant to Section 12-3-6.D.4 and 12-3-7.G.1 of the Zoning Ordinance, the City Council has final authority to approve, approve with modifications, or deny the request (by Ordinance Z-6-24).

Should the City Council vote to approve the variation request, the following condition is recommended. This condition is incorporated in the approving ordinance.

1. Prior to issuance of rental license, property owner must provide either evidence of previous permits converting the basement unit to meet building code requirements or pass a City building inspection demonstrating sufficient compliance with applicable International Building Code for a new unit of this type.

**Attachments:**

- Attachment 1: Location Map
- Attachment 2: Staff Site and Context Photos
- Attachment 3: Petitioner Photos of Building
- Attachment 4: Amenities and Services Map
- Attachment 5: Previous 1968 Zoning Case Materials
- Attachment 6: Previous 1973 Zoning Case Documents
- Attachment 7: Previous 1983 Zoning Case Documents



Attachment 8: PZB Chairman Szabo Memo to Mayor and City Council

Attachment 9: Excerpt of Approved Minutes from the March 12, 2024 PZB Meeting

**Ordinance Z-6-24**

Attachment 1: Project Narrative and Responses to Standards

Attachment 2: Plat of Survey

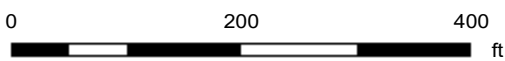


**Legend**

Subject Site

Zoning

- C-3: General Comm
- I-1: Institutional
- M-2: General Manufacturing
- R-1: Single Family Residential
- R-2: Two Family Residential
- R-3: Townhouse Residential



Print Date: 3/6/2024

**Notes**

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





View of garage and parking area adjacent to alley



View of front of property and adjacent neighbor

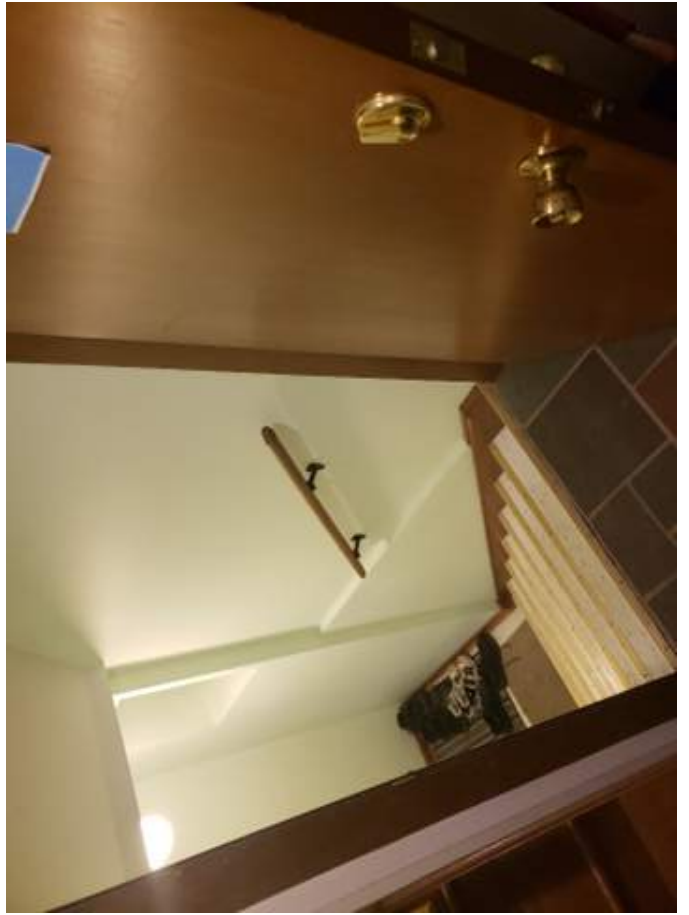


1958 Illinois Street - Public Notice Sign



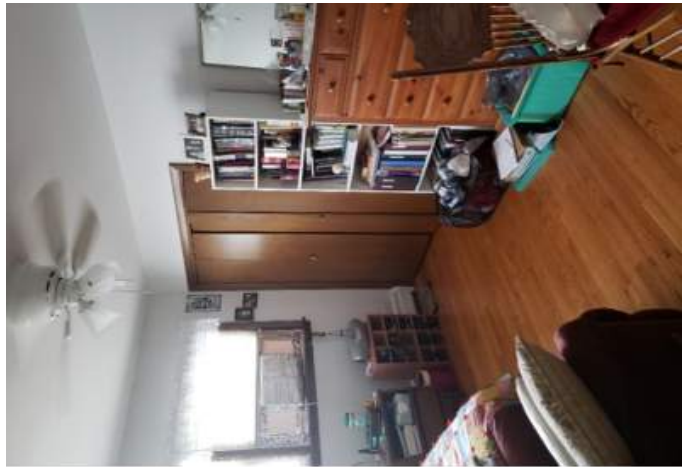
View of street parking and adjacent developments across from property





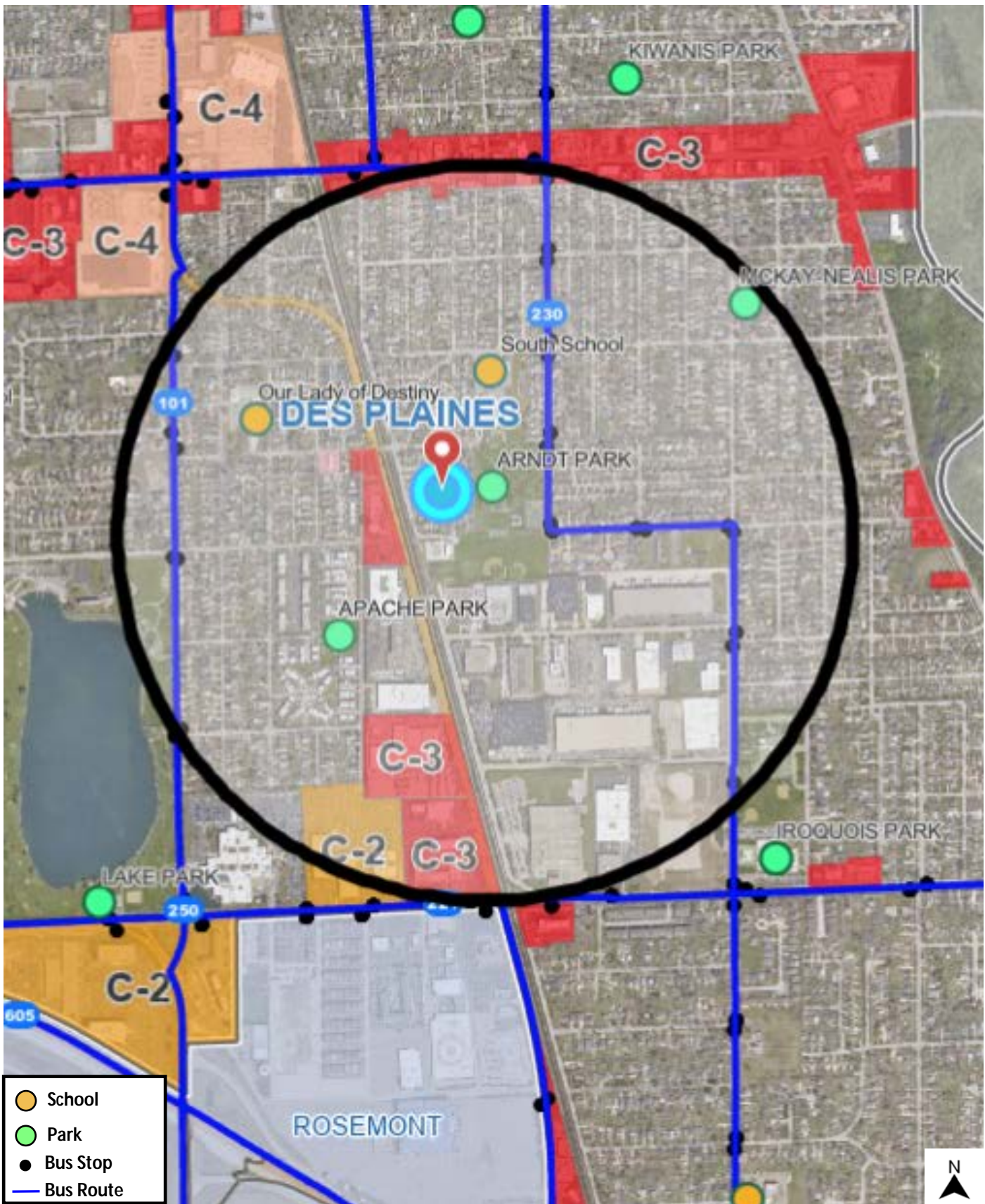








# Amenities and Services Map within 0.5 Mile of Subject Site



M I N U T E S  
ZONING BOARD OF APPEALS  
THE CITY OF DES PLAINES  
AUGUST 6, 1968

The Zoning Board of Appeals, City of Des Plaines, held a public hearing on August 6, 1968 at 8 P.M. in the Council Chambers, Municipal Building, Des Plaines, Illinois - to consider the following petitions:

PRESENT: Fred K. Howe, Chairman - Albert L. Gundelach, Secretary -  
Paul R. Humphreys, James J. Carroll, Erwin M. Roschke and  
Earle P. Stover.

ABSENT: LaVern W. Chase

8:00 P.M.  
CASE 68-44-R (S.W. Corner Ballard-Potter)

Chairman Howe announced that this petition will be submitted later this evening, awaiting the arrival of the expert witness who will represent the petitioner in this request. Earlier this evening, a letter from the petitioner's attorney (James G. Orphan) advised that the petitioner is out of town; his partner had to go to Phoenix, Arizona because of the death of this father and Mr. Orphan had other commitments. Mr. Orphan is Village Attorney for the Village of Skokie. A check for \$25.00 was enclosed and he requested a continuance, check being for republication. Prior to this hearing, Secretary Gundelach received a call from Mr. King who is the expert witness for the petitioner and was advised that he could present this proposal after which Mr. King stated he would not be able to reach Des Plaines in time for this presentation and would be tardy. He was advised that this Commission would consider his testimony when he arrived. After Mr. King's testimony, the \$25.00 check from Mr. Orphan was returned to him for Mr. Orphan.

\*\*\*\*\*

Recess held until the next scheduled case at 8:10 P.M.

\*\*\*\*\*

8:10 P.M.  
CASE 68-45-R (1958 Illinois Street)

Request for "R-3 Two-Family Residence District" from "R-2 Single Family Residence District" on the subject property having a frontage of 50 feet on Illinois Street and 253 feet north of Howard Street.

Petitioners: Arthur N. Lundquist and his wife, Hazel Lundquist.

The Secretary read the Zoning Legal Notice as published in the Des Plaines Suburban Times on July 18, 1968.

MR. KENNETH G. MEYER, Attorney for Petitioner, 749 Lee St., Des Plaines, stated he is representing the petitioner and asked that his one witness be sworn in which action was executed by our Secretary.

After being sworn in, ARTHUR N. LUNDQUIST, made the following statements in reply to Mr. Meyer's questions: He and his wife own the subject property and he resides at 1694 Cora Street, Des Plaines, Illinois. The property in question is at 1958 Illinois Street in Des Plaines, between Prospect and Howard Avenues, on the west side of Illinois Street. He continued, - on the west side of Howard, from Prospect Avenue there is a church on the corner, then an alley, a two-family dwelling which is of a residential type occupied by two families, then a cement-block building in the back next to which is the subject property, then a residence to the south of his land occupied by three families (converted single-family home), then two single-family homes and another two-family house (converted). On the east side of Illinois Street, between Prospect and Howard, are nine or ten duplexes.

(continued)



Mr. Meyer then submitted eight pictures of the homes in the area and asked that Mr. Lundquist verify these which he did (known as Exhibits one through six). Two of the photos were taken on 7/31/68 of the subject property. Exhibit #1 shows a view of the house to the south, occupied by three families. Exhibit #2 shows a view of the duplex on the east side of Illinois Street. Exhibit #3 shows the church on the southwest corner of Illinois and Prospect. Exhibit #4 shows a view south of the subject property including the house having three families and the house down the street with two families; both converted from single-family use.

If this request is granted, Mr. Lundquist proposes to build a duplex building or a two-flat building on the subject property.

Exhibits #5 and #6 portray the types of buildings existing in the area; #5 was taken of the 1600 block on Linden Street showing a two-flat building and #6 shows a duplex building in the 1600 block on White Street for two families and this is the type of building he proposes to construct as portrayed in Exhibit #6.

Mr. Lundquist stated the cost of his proposed development would be about \$10,000.00 and there is an alley at the rear. He said he would have ample parking space at the rear of his property. He stated he owns these two lots, each being 25 feet (or a 50-foot frontage) with a depth of 125 feet. He testified his proposal would have no depreciating effect on the adjoining properties nor on the entire neighborhood. He has owned the property in question for about one year. He plans to build on the two lots which are now vacant. He believed the three-family occupied building next to him is about fifty years old with one old couple living in the basement, a family with three or four children on the first floor and one or two people on the second floor. He did not think it feasible to build a single-family house on this lot. He does not intend to sell the building after it is built as he plans to eventually live in it with his in-laws. Actually, he continued, there are only about three single-family homes on his side of the street and about five or six single-family houses on the other side of the street. Between the three-flat and Howard Street, there are two single-family homes with a new single-family house on the corner.

Mr. Lundquist continued describing the area: There is a new house on Howard and Illinois, then an older house occupied by two families, then two single-family houses followed by one occupied by three families and then his two vacant lots. Across the street are all duplexes and in the next block, a couple of duplex buildings mixed with single-family residences. On Prospect, there are older two-family houses. He added there is a trend in the area for two and three family houses.

In reply to the Chairman, Mr. Lundquist stated he had not contacted any of the neighbors in the area about his proposal excepting the neighbor to the south from whom he purchased the subject lots and who told him he had no objections to this proposal. Further replying to the Chairman's question, Mr. Lundquist stated he had not asked anyone else in the block to join him in this rezoning request. Discussion held about multi-family usage in many single-family homes in this area where single-family houses were converted for multi-family use without proper zoning. It was brought out that this is an old section of this City previously known as "Riverview".

Mr. Lundquist stated he has lived in the area for twenty years at 1694 Cora Street and believed his proposal would upgrade the area adding that most of the existing buildings are on 50-foot lots in the neighborhood. Further answering Meyer's queries, Mr. Lundquist thought his rental fee would be about \$160.00 per month for each apartment if he decided to rent them. He does not plan to live in the proposed building immediately but believes he will occupy it in the future although his in-laws plan to occupy this two-family building as soon as it is built.

There being no one else to speak, this hearing adjourned at 8:25 P.M.  
\*\*\*\*\*

(continued)

Zoning 8/6/68 - page #11  
Case 68-45-R (cont'd.)

2. The entire east side of Illinois Street is zoned "R-3 Two-Family Residence District" and is developed with duplex buildings;
3. Adjoining the subject property on the south is a one-and-one-half story frame building and it was testified that three families occupy it;
4. It was also testified that there are two other buildings on the west side of Illinois Street in that block that have multi-family occupancy;
5. The petitioner wishes to construct a two-flat building on the subject property;
6. There were no objectors to the proposed rezoning;
7. The evidence was convincing of the particular need and desirability of reclassifying the property in question as requested.

The Zoning Board of Appeals, acting as a Commission, having heard and considered the evidence and being fully informed on the requested rezoning (on a vote of five for the petition, one against, one absent) - hereby recommends to the Mayor and City Council that the request for "R-3 Two Family Residence District" be GRANTED.

\*\*\*\*\*

CASE 68-46-V (2380 Dempster Street)

Request for a "Variation" in height from 45 feet to 65 feet in order to construct a building on "C-2" property at 2380 Dempster Street, Des Plaines, Illinois - having a frontage on Lyman Avenue of 473.50 feet and a frontage on Dempster Street of 519.25 feet (Northwest Corner of Lyman and Dempster).

Petitioner: Brookwood Convalescent and Nursing Home, a division of Lyman-Dempster Co.

After discussion, a motion to grant this request was made by Carroll, seconded by Stover; thereupon, this motion was put to vote and roll was called:

AYES: Stover, Carroll, Humphreys, Roschke, Howe.

NAYS: Gundelach

ABSENT: Chase

MOTION DECLARED CARRIED

The Zoning Board of Appeals enters its findings as follows:

1. Due notice to the parties and to the public of this proceeding and of the public hearing held August 6, 1968 was given as required by law and that the Board has jurisdiction of the subject matter and of the parties;
2. The petitioner wishes to construct a five-story new brick building immediately adjacent to and west of the existing two-story brick building;
3. The new structure will have a capacity of 146 beds and will cost approximately two-and-one-half million dollars, exclusive of land;
4. The lot is triangular in shape and, for maximum efficiency, it is necessary to increase the height to five stories;

(continued)

*J.R. 10/1/68*

Z - 36 - 68

AN ORDINANCE AMENDING THE ZONING  
ORDINANCE OF THE CITY OF DES PLAINES  
COOK COUNTY, ILLINOIS  
Case No. 68-45-R

WHEREAS, the Zoning Board of Appeals of the City of Des  
Plaines, Cook County, Illinois, sitting as a commission at a  
public hearing duly called and held according to law, considered  
the question of rezoning and reclassifying the real estate here-  
inafter described from R-2 Single Family Residence District to  
R-3 Two-Family Residence District, and

WHEREAS, said Zoning Board of Appeals after such consid-  
eration has recommended to the City Council of the City of Des  
Plaines that said lands hereinafter described be rezoned and  
reclassified from R-2 Single Family Residence District to R-3  
Two-Family Residence District, and

WHEREAS, the City Council, after considering the recom-  
mendation of the Zoning Board of Appeals, believes it advisable  
and in the best interest of public health, safety, welfare and  
morals that the recommendation of said Zoning Board of Appeals  
be approved and ratified.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the  
City of Des Plaines, Cook County, Illinois:

Section 1: That the following described real estate, to-wit:

Lot 39 and Lot 40 in Block 1 in Whipple's Addition to  
Riverview, being 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 Princi-  
pal Meridian, in Cook County, Illinois; - 1958 Illinois  
Street, Des Plaines, Illinois.

Subject property having a frontage of 50 feet on Illi-  
nois Street and 253 feet north of Howard Street.

Commonly known as 1958 Illinois Street



be and is hereby rezoned and reclassified from R-2 Single Family Residence District to R-3 Two-Family Residence District, and be subject to all the limitations and conditions placed upon properties zoned as R-3 Two-Family Residence District.

Section 2: Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or resists to enforcement of any of the provisions of this ordinance shall be fined not less than Twenty-five dollars (\$25.00) nor more than Two Hundred dollars (\$200.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

Section 3: This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Adopted by the City of Des Plaines, Illinois on the day of

October 21 A.D., 1968.

VOTE: AYES: 17

NAYS: 0

ABSENT: 0

Mertta E. Loheloch  
City Clerk

APPROVED:

Stephen S. Behnel  
Mayor

1958 ILLINOIS

CHRONOLOGY OF EVENTS

1. Property rezoned R-2 to R-3 - Zoning Case 68-48-R 8/6/68 - Zoning Ordinance 2-36-68 10/21/68
2. Building Permit D-5800 issued 12/19/69 for two family dwelling
3. Occupancy Permit issued April 1971
4. Zoning Variation request 73-27-V 4-24-73 to permit 3 dwelling units instead of 2 denied
5. Complaint received, property inspected and owner notified 10/20/77
6. Court Complaint filed 11/14/77 after no response received from owner.
7. Dec. 5, 1977 - ~~Court~~ owner requested OK to file zoning variation.
8. Zoning variation filed Feb 2, 1978, 78-11-V

A. Set President  
B. Hardship city imposed

Zoning 4/24/73 - #7  
Case 73-28-V

5. There were four objectors at the public hearing;
6. The evidence presented at the hearing did not prove that the "variations" if granted, will not alter the essential character of the locality.

The Zoning Board of Appeals, having heard and considered the evidence and being fully informed on the requested variations (on a vote of five against the petition, none for, two absent) hereby DENIES this request.

-----  
Case 73-27-V (1958 Illinois Street) Lundquist

Request for VARIATION to permit three dwelling units instead of two as permitted in the "R-3" classification at subject location.

After discussion of the facts as presented tonight, a motion to deny this request was made by Thomas, seconded by Carroll; thereupon, this motion was put to vote and roll was called:

AYES: Thomas, Carroll, Fahnestock, Gundelach, Howe.  
NAYS: None  
ABSENT: Stover and Chase  
MOTION DECLARED CARRIED

The Zoning Board of Appeals enters its findings as follows:

1. Due notice as published in the Des Plaines Herald on April 5, 1973 to the parties and to the public of this proceeding and of the public hearing held April 24, 1973 was given as required by law and that the Board has jurisdiction of the subject matter and of the parties;
2. The petitioner plans to construct an apartment in the basement of his duplex building consisting of one bedroom, one bath, living room, den and kitchen. There would then be three dwelling units in the building;
2. The entire block is zoned "R-2 Single-Family Residence District"; however, the petitioner stated there are a number of illegal conversions in his area including the house immediately adjacent to the south which, he alleges, has three families living in it as well as other similar conditions in the block;
4. Across Illinois Street, on the east side, are all two-story duplex dwelling units;
5. To add a third dwelling unit to the existing building would have a depreciatory effect on the other homes in the neighborhood;
6. The purpose of this variation appears to be based exclusively upon a desire to make more money out of the property and such grounds for variations are specifically prohibited by ordinance (page 103, para. 3, Section 9E.3, Zoning Ordinance of 1960, as amended);
7. There were no objectors at the hearing;

(continued)

Case 73-27-V

- 8. The evidence presented did not prove:
  - a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located;
  - and
  - b. The plight of the owner is due to unique circumstances;
  - and
  - c. The "variation", if granted, will not alter the essential character of the locality.

The Zoning Board of Appeals, having heard and considered the evidence and being fully informed on the requested variation (on a vote of five against the request, none for, two absent) hereby DENIES this variation.

-----

Case 73-29-V (Near Central-Wolf Roads)

Petitioner: The Catholic Bishop of Chicago

Request for a VARIATION to permit height of 3 stories (75') instead of the permitted 2-1/2 stories (35') for the purpose of erecting a mausoleum to be located near the intersection of Central and River Roads in Des Plaines, Illinois.

After considerable discussion and review of all testimony at tonight's hearing, a motion was made by Thomas to recommend granting, seconded by Fahnestock; thereupon, this motion was put to vote and roll was called:

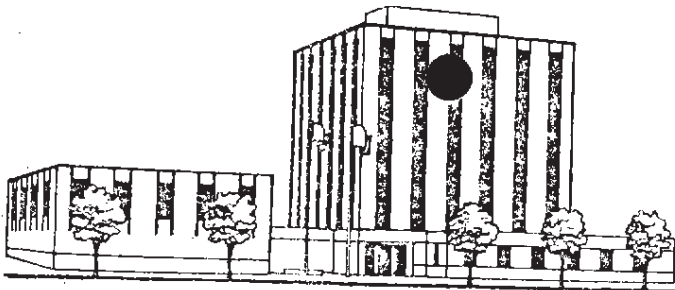
AYES: Thomas, Fahnestock, Carroll, Gundelach, Howe.  
 NAYS: None  
 ABSENT: Stover and Chase  
 MOTION DECLARED CARRIED

The Zoning Board of Appeals enters its findings as follows:

1. Due notice as published in the Des Plaines Herald on April 5, 1973 to the parties and to the public of this proceeding and of the public hearing held April 24, 1973 was given as required by law and that the Board has jurisdiction of the subject matter and of the parties;
2. The petitioner wishes to construct a mausoleum containing approximately 20,000 crypts. The central tower would be about 75' high;
3. The entire property upon which the building is to be constructed comprises of about ten acres and the building will be located about 190' south of Central Road and about 170' west of River Road;  
  
The estimated cost of this project will be Fifteen Million Dollars (\$15,000,000.00);
4. Architectural drawings indicate that the building will have a very pleasing appearance and would not have a depreciatory effect on the surrounding properties;
5. There were no objectors at the hearing;

(continued)

RJ



# THE CITY OF DES PLAINES

1420 MINER STREET

DES PLAINES, ILLINOIS 60016

297-1200

October 20, 1977

Mr. Arthur N. Lundquist  
1694 Cora Street  
Des Plaines, Illinois 60018

Dear Mr. Lundquist:

This is to advise you of a violation of the zoning ordinance of the City of Des Plaines. This violation consists of the use of your property at 1958 Illinois Street for three (3) dwelling units. This use of your property is in violation of Section 3.3.2 of the zoning ordinance of the City of Des Plaines.

As you may recall, in zoning case 73-27-V you applied for a zoning variation to permit three (3) dwelling units instead of two (2) as permitted in the R-3 zoning district at this address. Your application for that zoning variation was denied. In spite of this denial you have converted your building to allow for its occupancy by three families. This violation must be corrected no later than November 1, 1977. This letter will confirm our telephone conversation of Wednesday, October 19, 1977 regarding this matter.

Please be advised that Section 12.8 of the Zoning Ordinance provides for fines of not less than \$25.00 nor more than \$200.00 for each offence. Each day a violation is permitted to exist after notification constitutes a separate violation.

Sincerely,

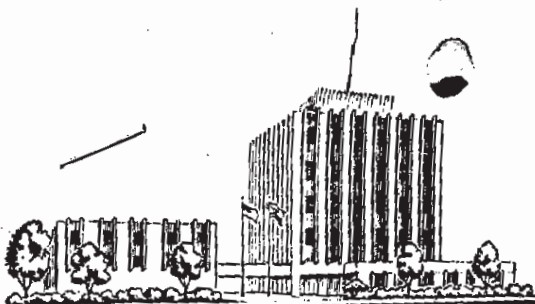
Michael E. Richardson  
Director of Planning and Zoning

MER/af

cc: Mayor Volberding  
City Attorney Hug  
Leonard Trost, Building Commissioner, Acting  
Mr. & Mrs. Brian Olson  
Mr. & Mrs. Alan Krawczyk  
Mr. & Mrs. William Aufdenkamp

Certified Mail - 643486





**THE CITY OF DES PLAINES**

1420 MINER STREET ■■■ DES PLAINES, ILLINOIS 60016 ■■■ 297-1200

October 26, 1978

Mr. Arthur Lundquist  
1694 Cora Street  
Des Plaines, Illinois 60018

Dear Mr. Lundquist:

Please be advised that your property at 1958 Illinois Street is again in violation of Section 3.2.2 of the zoning ordinance of the City of Des Plaines. This violation consists of the use of the property for three (3) separate dwelling units. As you are aware, this case has been before the Des Plaines Zoning Board, City Council and the Cook County Circuit Court in the past. Please be advised that if the proper steps are not taken to reduce the number of dwelling units to two (2) no later than Monday, November 6, 1978 I will request the City Attorney to secure a permanent injunction against you in this matter.

This letter will confirm our conversation of October 24, 1978 with City Attorney Charles Hug in which it was determined that the kitchen facilities in the basement area must be removed and the basement area must become a portion of the apartment located on the first floor.

Please be advised that Section 12.8 of the zoning ordinance provides for fines of not less than \$25.00 nor more than \$200.00 for each offence. Each day a violation is permitted to exist after notification constitutes a separate violation.

Sincerely,

Michael E. Richardson  
Director of Planning and Zoning

MER/af

cc: Mr. and Mrs. Stephen Olson  
Mr. and Mrs. Brian Olson  
Mr. and Mrs. Saucedo

REGISTERED, INSURED AND CERTIFIED MAIL

MORGAN M. FINLEY, CLERK OF THE CIRCUIT COURT OF COOK COUNTY

CCMC1-222

Summons-Individual

STATE OF ILLINOIS }  
County of Cook } ss.

THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

No. 77-3-007949-01

SUMMONS

THE PEOPLE OF THE STATE OF ILLINOIS TO ALL PEACE OFFICERS IN THE STATE - GREETING:

WE COMMAND THAT YOU SUMMON Arthur N. Lundquist

1694 Cora

Des Plaines, Illinois

if he shall be found in the State of Illinois to be and appear before The Circuit Court of Cook County, at 1420 Miner, Des Plaines, Ill., at 9:30 A.M. sharp, on Monday, December 5, 1977, to answer unto the People of the State of Illinois for and concerning the charge of Violation of Zoning Ordinance (Increasing Dwelling Unit Density) filed in said court, and have you then and there this writ with the endorsement thereon, in what manner you shall have executed the same.

Issued in Cook County 11-14, 1977

Mary J. Stees  
Judge

CCMD-224

QUASI-CRIMINAL

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.  
City of Des Plaines  
Des Plaines, Illinois

In the Circuit Court of Cook County, Illinois  
Municipal Department, 3rd District

COMPLAINT

PLAINTIFF

No. 11-3-007949-01

Arthur N. Lundquist, 1694 Cora Street  
Defendant

Michael E. Richardson,  
Director of Planning and Zoning  
(Complainant's Name Printed or Typed) complainant, now appears before

the Circuit Court of Cook County and states that Arthur N. Lundquist  
November 1, 1977 (defendant)

has, on or about through November 10, 1977 at 1958 Illinois Street  
(date) (place of offense)

committed the offense of increasing the dwelling unit density in that he  
(offense)

has converted a two-flat into a three-flat after denial of a

zoning variation request for said purpose (Des Plaines Zoning Board

Case 73-28-V). Said violation has continued after due notice.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Article 3  
In violation of ~~Chapter~~ Sections 3.3.2 and 3.3.4.3  
of the Zoning Ordinance of the City of Des Plaines as amended.

*Michael E. Richardson*  
(Complainant's Signature)

1420 Miner Street 297-1200  
(Complainant's Address) (Telephone No.)

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

Michael E. Richardson  
(Complainant's Name Printed or Typed)

being first duly sworn, on his oath, deposes and says that he has read the foregoing complaint  
by him subscribed and that the same is true.

*Michael E. Richardson*  
(Complainant's Signature)

Subscribed and sworn to before me \_\_\_\_\_ 11-14-1977

*Matthew J. Danieler*  
(Judge or Clerk)

I have examined the above complaint and the person presenting the same and have heard evidence thereon,  
and am satisfied that there is probable cause for filing same. Leave is given to file said complaint.  
Warrant issued.

Bail fixed at \$ 50000  
JUDGE *Matthew J. Danieler*



**THE CITY OF DES PLAINES**

1420 MINER/NORTHWEST HIGHWAY ■ DES PLAINES, ILLINOIS 60018-4498 ■ (312) 391-6300

September 23, 1983

MEMO TO: Municipal Development Committee  
FROM: James G. Smith, City Attorney  
RE: Application 83-27 Variation  
1958 Illinois St. - Arthur Lundquist

Applicant has applied for a variation to 1958 Illinois Street which is presently zoned R-3 residential (2 family). The surrounding properties are zoned R-2 residential.

The issue raised by this application for variation is whether density can be increased merely by getting a variance or whether the proper approach is to seek re-zoning of the parcel.

It is my opinion that the variation sought here is an improper action in that it not only evades the spirit and intent of the comprehensive zoning plan to increase the zoning from R-3 to R-4 in an area which is substantially R-2 and it also affects all adjoining parcels by increasing the density of this parcel.

This action by itself appears to boarder on "spot zoning", and as stated in Oak Park National Bank vs. Village of Norridge, 273 NE 2d 47; Lancaster Development, Ltd. vs. Village of River Forest, 228 NE 2d 526;

...zoning in a haphazard manner is not favored and on the contrary, zoning should proceed in accordance with a definite and reasonable policy.

Thus, ...an amendment of a zoning ordinance to permit piecemeal or haphazard zoning is void, and so-called "spot zoning", where it is without reasonable basis, is invalid.

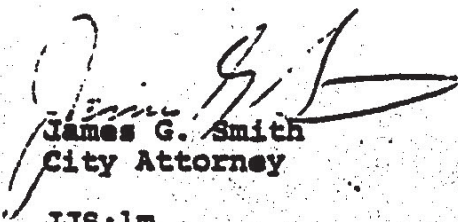
The legislative intention in authorizing comprehensive zoning is reasonable uniformity within districts having in fact the same general characteristics and not the marking off, for peculiar (particular) uses or restrictions...

Therefore, an ordinance, variance, use, etc. cannot create and "island" of more or less restricted use within a district zoned for a different use or uses, where there are no differentiating relevant factors between the "island" and the district.

(over)

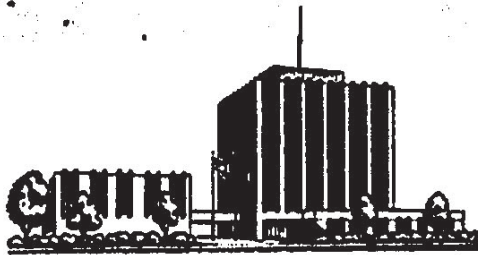


Therefore, it is my opinion based on the cases cited that this application for variance (and maybe even for rezoning) is "spot zoning" and is therefore, void and probably a detriment to the intent of our comprehensive zoning ordinance since it defeats the density restriction of the majority of the surrounding R-2 lots.

  
James G. Smith  
City Attorney

JJS:lm





**THE CITY OF DES PLAINES**

1420 MINER/NORTHWEST HIGHWAY ■ DES PLAINES, ILLINOIS 60016-4498 ■ (312) 391-5300

October 24, 1983

MEMO TO: Zoning Board of Appeals  
FROM: Michael E. Richardson *MBR*  
SUBJECT: 1958 Illinois Street (83-41-RV)

I believe it important to give you an explanation as to why this case is before you again and also some of the history dealing with this case.

In researching the history of this property I found that the property was rezoned from R-2 to R-3 in 1968 at the request of Mr. Lundquist. In 1969 Mr. Lundquist received a building permit to construct a two flat on this site. In 1971 Mr. Lundquist requested a zoning variance to permit him to use the property as a three flat and this request was denied.

In October 1977 the City received a complaint that three families were living in the building. After making an inspection it was determined that there was a violation on the site and a complaint was filed in Cook County Circuit Court. The judge in this case permitted Mr. Lundquist to submit an application for variation and on February 2, 1978 a request for a variance to allow three families to occupy this building was heard by the Des Plaines Zoning Board of Appeals. On March 14, 1978 the Zoning Board voted 4-1 to recommend denial of this request which was later upheld by the City Council.

In the summer of 1983 Mr. Lundquist approached me as to how he could again request the use of his building at 1958 Illinois Street for a three flat and I informed him that he would again have to submit a request to the Zoning Board of Appeals which would require approval by the City Council. Mr. Lundquist submitted his variance approval request as Case 83-27-V which was heard on August 9, 1983. When the case was referred to the Municipal Development Committee of the City Council in a discussion with City Attorney Smith it was determined that since the R-3 zoning district does not permit more than two dwelling units in one building, Mr. Lundquist's original request was invalid and that in order to convert his present two flat to a three flat Mr. Lundquist's request must be altered to change the zoning from R-3 to R-4 and

continued . . .

To: Zoning Board  
Re: 1958 Illinois St.

October 24, 1983  
Page 2

to request a variation for the reduction in the required square footage from 2,800 to 2,083. I am enclosing a copy of the opinion from the City Attorney to the Municipal Development Committee dealing with this matter.

You, therefore, have a request before you to rezone the property from R-3 to R-4 and to permit a variance in the required lot size per dwelling unit. I apologise if there was any confusion in this matter, however, the only legitimate way in which Mr. Lundquist can convert this building from a two flat to a three flat is to follow the route he is now taking. I realize that because this is the fourth time this case has been before the Zoning Board there is a good deal of confusion surrounding it.

If you have any questions regarding this matter, please feel free to call my office.

MER/af  
Enc.





**THE CITY OF DES PLAINES**

1420 MINER/NORTHWEST HIGHWAY ■ DES PLAINES, ILLINOIS 60018-4498 ■ (312) 391-5300

October 27, 1983

Des Plaines Journal  
Des Plaines Suburban Times  
Des Plaines Herald  
The Trib

Please publish the following news item before November 8, 1983.

The Des Plaines Plan Commission has tentatively scheduled a public meeting on November 14, 1983 at 8:00 PM in Rm 101, 1420 Miner St., Des Plaines, IL.

The Zoning Board of Appeals will hold their public hearing on November 8, 1983 at 8:00 PM in Rm 102, 1420 Miner St., Des Plaines, IL to hear the following requests:

1958 Illinois St.: Request for rezoning from R-3 Two Family Residence to R-4 Multiple Family Residence. ALSO, request for variation from required 2,800 sq.ft. to 2,083.3 for lot area per dwelling unit. Petitioner: A. Lundquist (Case 83-41-RV)

1928 Webster Ln.: Request for variation from required 5 feet side yard to 2 feet in R-2 Single Family Residence Dist. Petitioner: Frank Kelly (Case 83-42-V)

1505 Oakton St.: Request for variation to have a building and parking spaces in 25 foot front yard setback (adjacent to Single Family zoning) in C-2 Commercial Dist. Petitioner: A. Veremis and A. Yiannias (Case 83-43-V)

Sincerely,

*Michael E. Richardson* (signature)

Michael E. Richardson  
Director  
Municipal Development Department

MER/af  
cc: City Officials  
Aldermen  
R. Halvorsen

H E A R I N G  
ZONING BOARD OF APPEALS  
THE CITY OF DES PLAINES  
NOVEMBER 8, 1983

The Zoning Board of Appeals, City of Des Plaines, held a public hearing on Tuesday, November 8, 1983 at 8 P.M. in Council Chambers, Des Plaines, Illinois.

**PRESENT:** LaVern W. Chase, Chairman - Rosalie Halvorsen, Secretary - Earle P. Stover, Carmen J. Sarlo, Arnie Wm. Seegers, David L. Van Vleck, Jerome Zanca and Arthur Erbach.

**ABSENT:** Absent

Chairman Chase read the agenda covering tonight's three petitions which were published in the Des Plaines Suburban Times on 10/20/83.

**CASE 83-42-V (1928 Webster Lane)**  
Request for VARIATION to Section 3.2.4.2 of the Zoning Ordinance from the required 5' sideyard to 2' in the "R2" district. The subject property has 66' frontage on the west side of Webster Lane, approximately 385' north of Howard Avenue, Des Plaines, Ill. Subject lot is 66' wide by 142+ in length.

**Petitioners:** Frank and Constance A. Kelly (owners)

**CONSTANCE KELLY**, 1928 S. Webster Lane, D.P. was sworn in by the Chairman and made the following statements: This lot is improved with a 1½ story Cape Cod single-family residence (brick and frame) with a one-car attached garage which is part of the front of the house. The second level consists of a dormer living-room and a sloped roof attic in the rear. The petitioner wishes to utilize the second level and raise the roof and straighten it out and have a Mansard roof all around; - want to create a normal living space on the second level. Currently, the property is set within the five-foot limit of the lot line and they will not exceed the current building structure. All that is planned is to raise the roof and create more headroom on the second floor. This residence is about 35 to 40 years old. She displayed photos of the subject property and house (returned to her).

Mrs. Kelly continued: Currently, there are two bedrooms and a foyer in between. The rear of the attic goes from 1' to 6' and can be used only for storing. They want to enlarge the bedrooms and have closet space as well as a bathroom. There is no bathroom on the second level now. With the Mansard roof, this will not decrease the distance from the property line. They are merely going straight up; not expanding outward in any direction - widthwise. She had told the neighbors about their intention and no one had voiced objections as far as she knows. The residence to the south is approximately 8' from the lot line. The Mansard room will be all around. The overhang will not go beyond the current edge of the residence. They will use the same outline of the building; - they are merely building upwards only.

There being no one else to speak and no objectors, this hearing adjourned at 8:10 P.M.

Motion made by Erbach to grant this request, seconded by Zanca; thereupon, this motion was put to vote and roll was called:

**AYES:** Erbach, Zanca, Sarlo, Stover, Seegers, Van Vleck, Chase  
**NAYS:** None  
**ABSENT:** None  
**MOTION DECLARED CARRIED**

Copy of letter to the Municipal Development Department granting this variation request is hereto attached.

(CONTINUED)

RAL



Zoning 11/8/83 - page 2

CASE 83-41-RV (1958 Illinois Street)  
Request for REZONING from "R-3 Two Family Residence" to "R-4 Multiple Family Residence"; ALSO, request for VARIATION from the required 2800 sq.ft. to 2083.3 sq.ft. for lot area per dwelling unit on the subject property which has 50' frontage on the west side of Illinois Street, 250' north of Howard Street, Des Plaines, Ill. Lot in question is 50'x125'.

Petitioner-Owner: Arthur N. Lundquist

(Formerly Case 83-27-V when petition was considered on 8/9/83 for just a variation from 2800 to 2083 sq.ft. in the "R-3" district. No rezoning requested at that time.) Zoning Board recommended that this variation request be denied on 8/9/83.

ROBERT F. MEERSMAN, Attorney, 16 W. Northwest Hy., Mt. Prospect, Ill. stated he represents the petitioner and that he will not give testimony but will question the petitioner as follows:

ARTHUR N. LUNDQUIST (owner-petitioner) 1694 Cora St., D.P. was sworn in by the Chairman and gave the following replies to Mr. Meersman's questions: He and his wife, Hazel, have owned the subject property for 13 years which is improved with a two-flat with a garden apartment in the basement. There is a three-car garage on the property with parking for two cars along the garage and space for two cars behind the garage. The parking area is not paved and is accessible to his tenants. This building was built for "in-law" apartments. Immediately to the south, there is a frame building about 50 years old in which three families live (a three flat) and further south is a house located at the back of the lot about 85' to the rear. To the rear of his property there are some two-flats and some ranch-type homes. Across the street are duplexes; - some have side drives and some have to park their cars on the street. He has seven parking spaces on his property; - his tenants do not have to park on the street.

Mr. Lundquist continued in response to Mr. Meersman's questions: His gross rental income is \$12,000 per year. Taxes are \$2400 and insurance is \$350. annually. Heating costs him over \$750. per year. Water and garbage about \$450 to \$460 annually. The value of his property is about \$180,000; therefore, he realizes about 4.4% economic return from his property. His building is improved as a two-flat and inlaw apartment. It was originally occupied by his in-law. It was built for his father-in-law and mother-in-law but his father-in-law passed away before he could occupy this garden apartment (or inlaw apartment). His building was constructed in accordance with this City's Code and requirements.

Mr. Lundquist continued: His church (Good Shepherd Lutheran Church) wishes to rent the garden apartment for their single Vicar. His two upstairs units consist of three bedrooms, two baths, living and dining-room and kitchen. The basement unit consists of a bedroom and study as well as a living-room, Pullman kitchen and bath. There is a stairhall in front and rear as access to the basement apartment. Photos of the subject and surrounding properties were displayed and returned to the petitioner. Pictures showed the properties at 1625, 1633, 1641 Linden Street as well as 1980 Howard Street.

Mr. Lundquist went on: His proposal will not adversely affect the neighborhood nor alter the character of the vicinity nor block out the light or view for neighbors. There is a three-flat immediately to the south, he added.

Chairman Chase asked when he applied for a building permit, did his plans reflect this garden or "inlaw" apartment? Mr. Lundquist replied the garden apartment was not there but the windows were as well as the bathroom; no living-room or kitchen was shown. His property was zoned "R-3". As far as he knows, the above-mentioned properties on Linden and on Howard are "R-3"; - not sure. Maybe, the three-family uses are legal non-conforming. He added that area was once "Riverview" before it was annexed to Des Plaines and those buildings were there before annexation.

- CONTINUED -



Mr. Lundquist continued: His three-car garage is built of rough-sawn Cedar and built probably in 1971 when he demolished the old concrete-block garage.

The south side of Howard between White and Maple is shown as "R-4" on the zoning map.

Mr. Erbach asked when Mr. Lundquist improved his basement level, what was approved; - what did he ask for in his building permit? Mr. Lundquist replied when he built the building, he returned for a permit for the bathroom in the basement. After that, he was required to put up certain partitions in the laundry and boiler rooms. Then, the bathroom had to be partitioned so then he put in two more partitions. After he put in the bathroom, he put in a bedroom and then the sink for a kitchen.

Mr. Erbach remarked that the partitions, plumbing and electrical work were not shown on the original plans - evidently to which Mr. Lundquist replied he had permits to have it done but not on all three apartments. He added it would not show on the plans because at that time, he started to build it himself but then had to hire a carpenter; too much for him although he did finish the garden apartment himself.

Mr. Sarlo asked if he had permits to put in another apartment; also, did he have approval on the electrical outlets to which Lundquist replied there were electrical outlets already installed when he applied for permits; also, the basement had considerable partitions. He himself put up two partitions for two rooms down there. Mr. Sarlo asked when he built that building, wasn't he aware that his zoning of "R3" permitted only two families? Mr. Lundquist replied he built it for two families plus an "inlaw" or garden apartment in the basement believing that his inlaws were an extension of his own family. Mr. Van Vleck added that "is it true that if the inlaws joined you, they would also be required to share your eating and not in separate units?" Mr. Lundquist stated that in regular "inlaw" buildings, the inlaws usually have their own kitchens separate from the rest of the family to which Mr. Sarlo stated that apparently this is not a permitted use in this City. Mr. Meersman added that people are doing this for inlaw apartments. Mr. Erbach added they are not zoned for that.

Mr. Chase asked whether his original plans show entrance and exit for the basement apartment (no legible answer from Lundquist or Meersman).

Mr. Van Vleck read the definition of "family" as defined in our Zoning Ordinance (page 8).

Mr. Meersman stated if it is an "inlaw" apartment, it is a complete apartment consisting of a bedroom, bath and kitchen and that in Chicago, only one entrance is required.

HERMAN MARCHEL, 1109 Jeanette St., D.P. is in favor. He stated that Mr. Lundquist has a three-flat and cannot rent out the basement flat to a Vicar of his church. He added that there are all kinds of single-family residences in this City with more than one family living in them. Why should the subject building be wasted?

MARILYN MAEGLIN, 191 Westmere Rd., D.P. is in favor and disagrees with the definition of "family" as recited by Mr. Van Vleck. Her mother lives with them and wants her own kitchen and have her own cooking privileges. She added she and the other members of the church are very anxious for this rezoning to be granted so that their single Vicar can live there. The upper apartment is rented to one of their officials of their church. This particular garden apartment is just the right size for a single Vicar; - the upper units would be too large for him.

There being no one else to speak and no objectors, this hearing adjourned at 8:40 P.M.

- CONTINUED -

Zoning 11/8/83 - page 4  
Case 83-41-RV

Erbach made a motion that this request be denied, seconded by Sarlo.

Chairman Chase read the attached letter dated 9/23/83 from City Attorney Smith to the Municipal Development Committee.

Copy of letter dated 10/24/83 from M.E. Richardson to the Zoning Board of Appeals explaining this case as well as describing past history is also attached.

Mr. Van Vleck asked for clarification as to the use of the buildings on each side of the subject property to which Mr. Lundquist replied that to the south is a frame three-family house and to the north is a single-family residence (don't know how many families live there).

Photos were displayed showing three-flats with three families at 1625, 1633 and 1641 Linden zoned "R-3"; also, the three-flat at 1980 Howard Street. Letter to Mr. Richardson will indicate these buildings, their zoning and alleged use.

Both sides of Linden between Everett and the alley south of Oakton is zoned "R 3" (according to the latest zoning map).

Mr. Sarlo stated that the above-mentioned three-family uses on Linden and Howard should be reported to the Municipal Development Department to correct the situation and, as stated above, this letter will be directed to Mr. Richardson.

The aforementioned motion TO DENY was put to vote and roll was called:

AYES: Erbach, Sarlo, Stover, Seegers, Van Vleck, Zanca, Chase  
NAYS: None  
ABSENT: None  
MOTION DECLARED CARRIED

Copy of letter to Mayor and City Council recommending DENIAL is hereto attached.

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CASE 83-43-V (1505 E. Oakton Street)  
Request for VARIATION to Section 9.1.8.6.3 of the Zoning Ordinance to have a building and parking spaces in the 25-foot front yard setback (this property is adjacent to "R-2 Single Family" lot) in "C-2 Commercial District". The subject property is located at the S.E. corner of Oakton and Illinois Streets having approximately 133+ feet frontage on Oakton and 125' frontage on Illinois Street, Des Plaines, Ill. Subject land is 133+ feet by 125'.

Petitioners: Andreas Veremis and Andrew Yiannias

THOMAS C. PSIHARIS (architect) 2250 Landmeier Rd., Elk Grove Village, Ill. 60007 (439-2111) stated he will represent the petitioners who are the contract purchasers. He has drawn up the plans for this proposed restaurant. He was sworn in by Chairman Chase. He exhibited architectural drawings of the proposed restaurant as well as landscaping plans from which he testified as follows: Although the property in question is zoned "C-2", its use is residential with an old farmhouse on the site.

This proposal is for a Class "A" restaurant as follows:

Site Area: 16,700 sq.ft.  
Building Area: 3,585 sq.ft.  
Seating capacity: 144 seats  
Seating Area: 2,035 sq.ft.  
Parking required: 40 spaces  
Parking provided: 40 spaces

This property bounded by a public alley at the south, Oakton on the north and Illinois St. on the east, with over 133' frontage on Oakton and 125' frontage on Illinois, 125' at the west and over 133' at the south.

- CONTINUED -

1958 ILLINOIS - Complaint file  
DEPARTMENTAL CORRESPONDENCE

DATE 9/10/84

SUBJECT 1958 ILLINOIS BASEMENT APT.

TO MICHAEL RICHARDSON DEPT. \_\_\_\_\_

FROM CODE ENFORCEMENT OFFICER DEPT. \_\_\_\_\_

POPE & MARY WILKMAN, VICAR @ GOOD SHEPHERD LUTHERAN CHURCH HAVE MOVED THEIR BELONGINGS FROM THIS APT. AT 3 <sup>00</sup> PM THEY RETURNED TO PICK UP THE FOOD FROM REFRIGERATOR AND PANTRY SO THEY HAVE OFFICIALLY MOVED OUT OF THIS BASEMENT APT

cc: CITY ATTORNEY SMITH

TOPS  FORM 3398

*P. Lindahl*

LITHO IN U.S.A.

*Noted  
MBR*





COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

March 14, 2024

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 1958 Illinois St, Case #24-011-MAP-V (6<sup>th</sup> Ward)  
**RE:** Consideration of Zoning Map Amendment and Major Variations for 1958 Illinois Street

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on March 12, 2024 to consider: (i) a zoning map amendment from R-1, Single Family Residential to R-3, Townhouse Residential; (ii) a major variation to the minimum lot area requirement; and (iii) a major variation from the off-street parking requirement.

1. The petitioner's representative explained their request: map amendment from R-1 to R-3 and major variations to reduce total required lot area and parking. The petitioner's representative explained the current property owner received rental licenses for this property and the previous church also used this property as a three-flat. The representative explained the property was purchased as a three-flat and they wanted to receive this zoning relief to continue its use of the three dwelling units. The representative stated that this was constructed as a three-flat, there are three utility meters and post office addresses, and there have never been issues with parking.
2. The Planning and Zoning Board (Board) asked whether the building was originally constructed as a two-flat or three-flat. The petitioner's representative stated it was already setup with three units when it was purchased by the petitioner in 2022. Member Weaver asked the petitioner's representative about whether there was a mortgage and why this issue was not flagged by an underwriter during purchase; the petitioner stated they paid cash for the building.
3. Staff summarized the staff report. The existing building, originally built as a two-flat and zoned for a two-family residence, is now a non-conforming use in the R-1 zoning district. The relief is necessary to allow the use of the three dwelling units at this property. The same zoning relief was requested in 1973 and 1983 and denied by the Zoning Board of Appeals.
4. Member Veremis asked how a rental license had been approved; staff stated although rental licenses may have been issued for the property, this did not constitute zoning relief for the three dwelling units, which is why the map amendment and variations were requested. Member Saletnik asked about the layout of the building and discussed the multiple entrances to the units. The petitioner's representative stated there are multiple entrances to the building and it is already setup for multiple dwelling units; two units are rented to members of the previous religious group that owned the property and the new property owners live in one unit.
5. No members of the public spoke on this request.
6. The Planning and Zoning Board *recommended* (4-1) that the City Council *approve* of the requests with staff's recommended conditions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James S. Szabo". The signature is fluid and cursive, with a large initial "J" and "S".

James Szabo, Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen



Case No. 24-008-FPLAT-FPUD  
Case No. 24-009-V  
Case No. 24-011-MAP-V  
Case No. 24-004-CU

PUD and Plat  
Variation  
Map Amendment and Variations  
Conditional Use

180 N. East River Road  
1421 Henry Ave  
1958 Illinois St  
1628 Rand Road



## DES PLAINES PLANNING AND ZONING BOARD MEETING March 12, 2024

### 3. Address: 1958 Illinois St

### Case Number 24-011-MAP-V

The petitioner is requesting the following items: (i) a zoning map amendment from R-1, Single Family Residential to R-3, Townhouse Residential; (ii) variation to the minimum lot area requirement; (iii) a Major Variation from the off-street parking requirement; and (iv) any other variations, waivers, and zoning relief as may be necessary.

PINs: 09-29-230-025 & 09-29-230-026

Petitioner/Owner: Wojciech Gracz and Anna Boruk, 1958 Illinois Street, Des Plaines, Illinois 60018

Case Number: #24-011-MAP-V

Ward Number: #6, Alderman Mark Walsten

Existing Zoning: R-1, Single-Family Residential

Surrounding Zoning: North: R-1, Single Family Residential

South: R-1, Single Family Residential

East: R-2, Two-Family Residential

West: R-1, Single Family Residential

Surrounding Land Uses: North: Single family residence

South: Single family residence

East: Duplexes

West: Single family residence

Street Classification: Illinois Street is classified as a local road.

Comprehensive Plan: Single Family Residential is the recommended use for this property.

Property/Zoning History: Per city records, this property was re-zoned from Single Family Residential to Two Family Residential in 1968 (Ordinance Z-36-68). In 1971, a building permit and certificate of occupancy was issued for a two-dwelling building. No permits are located within City records for conversion of the basement into a garden unit. Between 1968 and the update of the 1998 Zoning Ordinance, this property was re-zoned to the current R-1, Single Family Residential zoning district.

In 1973, a zoning map amendment and variation case was submitted for this property to legalize a garden unit (a third dwelling unit) constructed without zoning or building approval; within the minutes of the case reviewed by the Zoning Board of Appeals, the property owner at that time explained that they converted the garden unit without proper authorization and requested relief to allow the unit to remain (Refer to Previous 1973 Zoning Case Materials attachment). The Board denied the request for relief, the case escalated, and enforcement action was taken. The property owner in 1973 was ordered to remove the kitchen facilities and evict the tenants of the garden unit. In 1978, a complaint was filed once again about the use of the garden unit and the property owner requested the same zoning relief, which was denied again in 1983. It is important to note the current property owners are unassociated with the previous property owner who requested this relief in the 1970s and 1980s.

No building permits were provided by the property owner, and staff did not discover any records permitting the conversion of the “garden unit” into a dwelling unit. Regardless, the Petitioner’s Narrative and Response to Standards states that the property has operated as a three-flat and the associated requests are to continue to operate all three dwelling units.

Project Description: \_ The property is currently occupied by a two-story building with a basement and a two car, detached garage with a hard surface parking area adjacent to the garage. The property is permitted to have two dwelling units. The petitioner is requesting a zoning map amendment from R-1, Single-Family Residential to R-3, Townhouse Residential. Variations for parking and reducing lot area are necessary zoning relief to allow for the use of this property as a three-unit, or “three-flat,” residential building.

*Illegal Versus Legal Non-Conforming Uses*

Within the Petitioner’s Response to Standards, they state the intent of the requests is to “permit the legal use of the property” with the three dwelling units. Section 12-5-5 allows “lawfully existing nonconforming uses” to persist as long as otherwise lawful; i.e. if the property was permitted as a three-flat per prior zoning rules or relief, it would be permitted to continue to

operate as such. However, for this property to have been considered a “legal non-conforming use” the use must have previously been allowed by the Zoning Ordinance in effect when the use was established.

The zoning for this property was two-family residential when it was constructed between 1969 and 1971, meaning only two dwelling units were permitted to exist. As discussed in the Property/Zoning History section of this report, identical zoning map amendment and variation requests to permit three dwelling units were denied by the Zoning Board of Appeals in 1973 and 1983. Since 1983, there is no documentation demonstrating the three-unit use was established legally, so the use as a three-flat would be considered an *illegal* non-conforming use. Therefore, the zoning map amendment and variations are necessary to allow for the intended use of this building for three separate dwelling units.

Any non-conforming use is subject to Section 12-5-5 of the Zoning Ordinance, which limits nonconforming uses (i.e., a two flat within in a single-family residential zoning district) from having any improvements completed unless they can be considered ordinary repair and maintenance. The property, if used for two dwelling units, would lose its legal non-conforming status if the owner structurally altered the building or enlarged it in any way. Simply, if an addition is added to the building at any point in the future or structural changes needed to occur to remedy any defects, the entire building would no longer be able to have two dwelling units, and instead would need to be de-converted to meet standards of a single-family residence. Granting this zoning relief would eliminate this legal non-conforming status and allow the property to have three dwelling units without the limitations of Section 12-5-5.

It is important to note that no building permits are on record for the conversion of the basement into a “garden unit.” Unless a previous building permit is provided demonstrating this conversion was performed with City approval, the unit will be required to be updated to meet International Building Code (IBC) requirements and pass a building inspection prior to the issuance of a rental license of the garden unit (Section 4-17-1 of the City Code).

#### 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. The Amenities and

Services Map attachment demonstrates the proximity of the property to amenities within a “walkable” distance, which is approximately a half mile, or an 8–15-minute walk for the average person<sup>1</sup>.

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 this property. The Site Plan Review contributes to the overall assessment of a zoning map amendment. Refer to the Site Plan Review section of this report.

*R-1 Zoning and Suitability of the Site for Proposed R-3 Zoning*

The below table provides a comparison of the types of residential units permitted per various zoning districts. The R-1, Single-Family Residential district limits the number of dwellings to one unit per parcel. To allow for more than one residence on this property, the property would need to have the zoning changed to a higher density zoning, like R-3, Townhouse Residential.

Multiple family residences are defined as, “residential building(s) containing three or more dwelling units.” Therefore, if re-zoned to R-3, where multiple family dwellings *are* allowed but single-family dwellings are *not* allowed, the property would not be able to de-convert any of the three units and continue to be a permitted use in this zoning district. In other words, choosing to rezone the property represents a commitment that the building will be used for three units.

<b>Residential Districts Use Matrix</b>				
<i>Use</i>	<b>R-1 (Current)</b>	<b>R-2 (Current)</b>	<b>R-3 (Proposed)</b>	<b>R-4</b>
Single Family Detached	P	C*	C*	C*
Townhouse	Not permitted	Not permitted	P	P

<sup>1</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.

Two-family	Not permitted	P	Not permitted	Not permitted
Multiple 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 Single-Family and R-3 Townhouse Residential districts have different size and setback requirements. The table below provides a comparison.

<b>R-2 Versus R-3 Bulk Standards</b>		
<b><i>Bulk Controls</i></b>	<b><i>R-1</i></b>	<b><i>R-3</i></b>
Maximum height	2 ½ stories to 35 ft	45 ft
Minimum front yard	25 ft	25 ft
Minimum side yard	5 ft	Buildings 35 ft. and under: 5 ft.  Over 35 ft.: 10 ft.
Minimum rear yard	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.
Minimum lot width	55 ft.	45 ft.
Minimum lot area	6,875 sq. ft.	2800 sq. ft. per dwelling unit

*Bulk Standards of Existing/Proposed Use*



Below provides a comparison of what the requirements are for the new zoning district and what is existing/proposed at the property.

<b>R-3 – Townhome Residential District Bulk Standards</b>		
<i>Bulk Controls</i>	<i>Maximum Allowed</i>	<i>Existing</i>
Maximum height	45 ft	≤ 35 ft
Minimum front yard	25 ft	25 ft
Minimum side yard	Buildings 35 ft. and under: 5 ft.	5 ft.
Minimum rear yard	Buildings 35 ft. and under: 25 ft. or 20% of lot depth, whichever is less	37 ft.
Minimum lot width	45 ft.	50 ft
Minimum lot area	2800 sq. ft. per dwelling unit	2083.3 sq ft per dwelling unit <sup>1</sup>

<sup>1</sup> Calculation: Total Lot Area (6250 sq. ft.) divided by Proposed Units. Variation requested to provide relief from this requirement.

Variation Requests

Variations to lot area and parking are necessary for this property to be used in the manner envisioned.

*Off-Street Parking*

The off-street parking requirement for a multiple-family building (any residential building with three or more dwelling units) in the R-3 district is two parking spaces per dwelling unit. Per the Petitioner’s Narrative, three off-street parking spaces are provided via the garage. Six off-street parking spaces would be required, so a major variation is requested to provide relief from this requirement. On-street parking is available on the east side of

Illinois Street, on the opposite side of the street from the property; however, within the Zoning Ordinance, only off-street parking can count towards fulfilling the parking requirement. On-street parking cannot be reserved for specific properties.

The 1960 Zoning Ordinance in effect during the construction of these buildings also required two off-street spaces per dwelling unit. Historic aerials indicate the three-car garage or a similarly sized structure and the parking pad adjacent to the property has existed since the property was developed in 1971, for a total of four off-street parking spaces on the property. Adding one dwelling unit would require two additional parking spaces, per the zoning ordinance. A variation is requested to allow the existing four spaces to satisfy parking requirements.

*Minimum Lot Area*

The zoning district of a property determines the required minimum lot area. Particularly when expressed as a “per unit” ratio, this rule is intended to control density. For the R-1 zoning district, one dwelling unit is allowed on a property and the lot must be a minimum of 6,875 sq. ft. For the R-3 zoning district, multiple units are allowed, but 2,800 square feet must be provided per dwelling unit. To calculate whether it meets this requirement, the total lot area is divided by the number of dwelling units. See the table below for calculations for this site, depending on the zoning district. A variation is necessary if the property is re-zoned to R-3, but a variation is not required for the existing non-conforming use.

	<i>R-1 (Existing)</i>	<i>R-3 (Proposed)</i>
Existing Lot Area	6,250 sq. ft.	
Minimum lot area	6,875	2,800 sq. ft. per dwelling unit
Total Units	2 dwelling units*	3 dwelling units
Total Required Lot Area	5,600 sq. ft.	8,400 sq. ft.

\*Existing non-conforming use.

Site Plan Review

Pursuant to Section 12-3-7.D.2 of the Zoning Ordinance, a Site Plan Review is required for all map amendment requests to assess how the request meets the characteristics identified in Section 12-3-2, which are listed below along

with staff’s assessment of each in relation to the current site plan provided by the petitioner, located in the Plat of Survey/Site Plan attachment.

<b>Site Plan Review</b>	
<i>Item</i>	<i>Analysis (based on Proposal)</i>
The arrangement of structures on the site	Along this block, the adjacent buildings are generally closer to the front lot line than the subject property. The existing building does cover more of the lot than most other buildings in this neighborhood; however, no alterations expanding the footprint of the building or any additional hard surfaces are proposed at this time. This property has existed in this form and location since 1971.
The arrangement of open space and landscape improvements	Adequate landscaping is provided in the front yard. The rear yard is entirely impervious surface, which does not violate any zoning rules in this case but is not an ideal or best-practice design.
The adequacy of the proposed circulation system on the site	Garages facing the alley provide vehicular access with limited conflict points with pedestrians and motorists. A walkway is provided from the front and side doors to a public sidewalk.  Parking would not meet the off-street parking requirements of Section 12-9-7. Four spaces are provided where six are required. However, on-street parking is available along the east side of Illinois Street. Although not adjacent to the property, there is a bus stop for PACE 230 near Arndt Park, a less than 10-minute walk. This bus route provides a 10-minute ride to the Des Plaines Metra station and Downtown. Providing “parking light” housing where a household may be limited to one car instead of multiple encourages the use of alternatives.
The location, design, and screening of proposed off-street parking areas	Off-street parking is located at the rear of the property facing the alley. The parking is screened by the building and the front yard.
The adequacy of the	No additional landscaping is proposed. The front yard landscaping is proposed to remain.

proposed landscaping design on the site	
The design, location, and installation of proposed site illumination	No additional lighting is proposed for the site. No compliance issues have been identified with the lighting at this property.
The correlation of the proposed site plan with adopted land use policies, goals, and objectives of the comp. plan	<p>The Comprehensive Plan illustrates this area for single family residential uses, which could include both single-family detached and attached units.</p> <p>The proposed plan supports the following goals:</p> <p>Goal 4.1. Ensure the City has several housing options to fit diverse needs.</p> <p>Goal 4.3 Provide new housing at different price points</p>

**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;

*Comment:* 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, three flats provide additional housing stock at a more financially attainable scale due to the smaller size and reduced maintenance cost. In addition, the proposed amendment and development is supported by Goal 4.1. Ensure the City has several housing options to fit diverse needs.

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

*Comment:* In terms of compatibility, a higher density residential use than the existing single-family zoning is not outside of the character of the neighborhood. The subject property is within a neighborhood of R-1 zoning to the south and west, and R-2 zoning to the west, and a section of R-3,

townhouse residential zoning to the north. However, the size of the property (6,250 sq. ft. or 0.14 acres) limits development potential to increase density without substantial zoning relief and faces limitations in terms of parking.

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

*Comment:* Staff anticipates adequate public facilities and services would be provided if this property were re-zoned to allow for additional dwelling units on this property. Per the Amenities and Services Map, this property is within a half mile of several parks, schools, and public transit opportunities.

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

*Comment:* The proposed map amendment would allow for opportunities for additional residential units of different types in an area with facilities and services that can accommodate this. The proposed use of the building will legally add an additional dwelling unit but will not involve any foreseeable additional expansion or construction, and will allow the property to continue to be used how it has been used in the past, albeit without explicit permission in terms of zoning and building.

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

*Comment:* As discussed in Standard 1, the Comprehensive Plan encourages additional housing options including townhomes or multiple family residences, which are permitted by right in the proposed zoning district. However, re-zoning one property to R-3 in an island of R-1 and R-2 does not demonstrate responsible decisions for development and growth. Rezoning a property of this size would be inadequate for a larger scale residential development without a significant amount of zoning relief and would seem to demonstrate a special privilege for one property owner. The property is landlocked by a residence to the south and a public alley to the north and east, further limiting development potential.

The Amenities and Services Map attachment displays the available parks, schools, and commercial areas present within a 0.5-mile (10-minute walk) radius of the property. Although there are other areas of the City with a greater proximity to retail, restaurant and grocery establishments, the area has ample access to park space (Arndt Park, with a new aquatic center a block away) and access to public transit.

Standards for Variation:

Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance. Rationale for how the proposed amendments would or would not satisfy the standards is provided below and in the attached petitioner responses to standards. The Board may use the provided staff comments as its rationale, modify, or adopt its own.

- 1. Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty.**



Comment: Without the variations for parking and lot area, the property would be unable to operate as a three-unit building. The inability to rent or use the basement as a dwelling unit does not constitute a “hardship.” The property never received zoning relief that allowed for this use in this location and it can continue to operate as a two-flat, if the variations and the zoning map amendment are not approved.

Through either testimony in the public hearing or via the submitted responses, the Board should review, question, and evaluate whether a hardship or practical difficulty exists.

1. **Unique Physical Condition:** The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

Comment: The subject property is a typical rectangular lot that is neither exceptional to the surrounding lots nor contains unique physical features that prevent the petitioner from complying with the appropriate regulations.

2. **Not Self-Created:** The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title.

Comment: Any perceived unique physical conditions or hardships created from these items are a direct result of the actions of the property owner. The property owner is seeking to continue operation of a third dwelling unit where only two have been permitted. If the property owner were to de-convert the third dwelling unit and operate the residential building as a two-flat, no variations would be necessary.

3. **Denied Substantial Rights:** The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Comment: The rights denied to the property owner would be the ability to use an additional dwelling unit in the building. However, the property could continue as a non-conforming use with two residential units. Denying the variations would not allow the use of the third unit and, if re-zoned, would result in the building not meeting R-3 requirements. However, the property is currently a non-conforming use with the two units in the R-1 zoning district, meaning it faces limitations within Section 12-5-5 of the Zoning Ordinance limiting the building to only ordinary repair and maintenance and not allowing any structural alterations or enlargement of the structure. Denial of the map amendment and variations means it would continue to be subject to the non-conforming use regulations.

**4. Not Merely Special Privilege: The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot.**

*Comment:* Granting this variation may, in fact, provide a special privilege for the property owner not available to other properties in this zoning district. Variation decisions are made on a case-by-case, project-by-project basis upon applying the variation standards. In those evaluations, the determining body (e.g., PZB and/or City Council) usually determines the applicant has exhausted design options that do not require a variation. The PZB may ask the petitioner to explain whether they have exhausted other alternatives.

**5. Title And Plan Purposes: The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.**

*Comment:* With the variations sought, it would meet all applicable requirements for the R-3 zoning district.

**6. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.**

*Comment:* In this case, one clear remedy is to not use this building as a three-flat or to provide a design solution that increases off-street parking. However, there is limited space to expand the off-street parking area. There is no other remedy for the lot area variation, if the re-zoning of this site is approved for R-3; this property is landlocked with no readily available opportunities to acquire additional property. The PZB may wish to ask why certain alternative designs are not feasible for the parking area.

**7. Minimum Required: The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.**

*Comment:* Combined with the zoning map amendment from R-1 to R-3, the variations requested provide the minimum relief necessary.

**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 or deny the above-mentioned zoning map amendment. Section 12-3-6.F of the Zoning Ordinance (Major Variations), the PZB has the authority to *recommend* approval, approval subject to conditions, or denial of the request to City Council. 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) and Section 12-3-6.F (Standards for Variations) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following condition on approval of the variation.

**Suggested Condition of Approval** - Prior to issuance of rental license, property owner must provide either evidence of previous permits converting the basement unit to meet building code requirements or pass a City building inspection demonstrating sufficient compliance with applicable International Building Code for a new unit of this type.

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Chairman Szabo swore in Gene Bobroff, attorney for the petitioners and Pete Gialamas, Realtor. Mr. Bobroff explained the requests for a map amendment from R-1 to R-3, a variation for lot area, and a variation for parking. Mr. Bobroff explained the property that looks like a “Chicago-style” three flat and detached garage, all constructed in 1971. All three levels have separate entrances and exits, three utility boxes and three addresses per the Post Office. The petitioner purchased the property in 2022 from the prior owner, the Sisterhood of the Living Word, who purchased the property in 1995. The Sisterhood stated to the petitioner that they did not make any changes to the property since they purchased and they rented the units out to their nuns.

Mr. Bobroff stated the petitioner occupies the first floor and tenants occupy the garden and third floor units. The neighborhood consists of R-1, R-2, and R-3 properties and C-1 across Mannheim. The two parcels to the north are R-3 zoned residences and the parcel directly to the south is a three-flat. The opposite side are R-2 zoned properties. The requests will not have an impact on the density of the neighborhood.

Mr. Bobroff discussed parking. There is a three-car garage and four additional parking spaces along the driveway. Parking is not an issue and the tenants have never had any issues with parking or any complaints from the City about parking.

Mr. Bobroff described the rental history. The property was purchased from the Sisterhood and they continuously rented the units and received rental licenses. The most recent was granted in 2021 for the garden apartment to the Sisterhood. Since the petitioner purchased the property, the city has continuously approved rental licenses for the property.

Mr. Bobroff discussed 1625 Linden Avenue which had the same requests granted by the City with identical situations last year, except there are rental licenses for 1958 Illinois St demonstrating the City recognizes them as three separate rental units.

Mr. Gialamas discussed how the property on Linden Street closed in January 2023 and if it was sold as a two-flat, the sale price would have been significantly lower. They feel there is a hardship if the requests are not granted. They feel this building was setup as a three-flat with egress on the front and back of the building for the apartment downstairs. When the property was purchased by the petitioner, there was a kitchen in the garden unit already.

Member Weaver asked about how the property was acquired as a three-flat with an appraisal and mortgage classifying it as a three-flat for a building that was not legally a three-flat. Mr. Gialamas clarified confusion that he was discussing Linden Street, not the sale of this building at 1958 Illinois Street. It was stated that neither Mr. Bobroff nor Mr. Gialamas represented the petitioner for the sale of 1958 Illinois Street.

Member Veremis asked about how much the building sold for. Mr. Bobroff stated the petitioner paid cash for the building, so this question of whether the three-flat was legal was not encountered because no underwriting occurred.

Samantha Redman, Senior Planner discussed the requests and the history of the property as a two-flat and the zoning changes over the years. Senior Planner Redman reiterated that the property was previously constructed with a building permit as a two-flat within a two-family residential zoning between 1968 and 1971, and the zoning was changed to the current R-1 zoning district between 1971 and today, making a two-flat a nonconforming use.

Senior Planner Redman discussed the history of zoning requests on this property. In 1973 and 1983, similar requests were denied by the Zoning Board of Appeals to allow a three-flat in this location followed by a code enforcement case. Rental licenses were issued in 2019 and 2022, however, that does not fulfill the zoning relief necessary for a three-flat in this location.

Senior Planner Redman discussed the requests, including the zoning map amendments and the major variations for minimum lot area and parking, including discussion of the reasoning for the parking variation. Although the petitioner stated there is sufficient parking, Senior Planner Redman stated that tandem parking is not permitted, so this variation is required to reduce the total required parking from six spaces to the available three spaces.

Senior Planner Redman concluded by describing how staff do not provide recommendations for approval or denial, but assesses whether standards are met and communicated the information the Board should take into consideration with their recommendation. Motions and conditions of approval were described, including the condition that affirms all units are habitable and meet code requirements.

Member Weaver made a comment stating that if the request was for R-2 zoning rather than R-3, the variations would not be necessary. Mr. Gialamas responded that the previously approved requests at 1625 Linden Street was for a lot smaller than 1958 Illinois Street.

Member Saletnik asked questions about the rental license and the two entrances to the basement and when these were added. Member Weaver stated the record is clear this property was never permitted for three dwelling units. Member Veremis stated the picture window and the two entrances would indicate a third unit. Member Saletnik believed staff would have flagged this issue with the two entrances to the basement.

Jeff Rogers, CED Director, stated there is one exterior entrance and an interior entrance. The entrances to the three units can be accessed with an interior vestibule. Member Saletnik asked about the picture on page 15 of 45 of the staff report, and whether this is a vestibule in the entrance. If that is the stairwell going down, it was built with a formal entryway from the vestibule that he considers a classic three-flat present all over the Chicago area. That is contradictory to how it was analyzed by the City.

Member Veremis asked whether this was built as an apartment or as a regular basement. Senior Planner Redman stated staff does not have the original building plans, but directed the Board to refer to the attachments with discussion with the previous property owner for the denied zoning relief and whether building permits were acquired. When you read through the minutes, it demonstrates building permits were not issued at that time for the garden unit, and staff does not have evidence of any new permits for the garden unit after construction of the building.

Member Saletnik asked if it was built without a building permit. Senior Planner Redman clarifies it was built with a building permit, but the older records are not available, and stated it was permitted to be built as a two-flat. Member Veremis asked about rental licenses and why they were issued. Senior Planner Redman stated staff is not certain about what considerations were in place when a rental license was issued

to the previous religious group in this location, but can only state that zoning relief does not currently exist allowing for three dwelling units on this property that would allow for three rental licenses.

Member Weaver stated the reversion of the zoning from two-family to single family was a serious mistake that should not have happened. However, if the request was for a two-flat in R-2 zoning, it would meet all lot area and parking requirements.

Chairman Szabo asked for any public comment. No public comment.

Member Saletnik said to take into consideration that the people who purchased the buildings did not create this situation. Member Veremis asked about how many people live in the building. Mr. Bobroff stated there are two people in the garden apartment, two people on the first floor, three people on the second floor. Member Szabo said it was good enough for the nuns, so it should be good enough for everyone else. Mr. Bobroff stated the nuns are still living there and the petitioners have chosen to allow the nuns to remain as tenants. Member Szabo stated it has operated that way for a long time.

Member Szabo asked if the nuns were asked to leave in the past. Senior Planner Redman clarified in 1983, a vicar and their partner were asked to vacate the garden unit, as discussed in the attachments of the staff report. No code enforcement issues related to the garden apartment have been encountered since the 1983-1984 case.

Motion by Board Member Saletnik, seconded by Board Member Catalano to recommend the City Council’s approval of a zoning map amendment from R-1, Single Family Residential to R-3, Townhouse Residential for the property at 1958 Illinois Street.

AYES: Szabo, Catalano, Saletnik, Veremis  
NAYS: Weaver  
ABSENT: Hofherr, Fowler  
ABSTAIN: None

\*\*\*MOTION CARRIED\*\*\*

Motion by Board Member Saletnik, seconded by Board Member Catalano to recommend the City Council’s approval of major variations for minimum lot area and off-street parking requirements at 1958 Illinois Street, with staff recommended condition of approval.

AYES: Szabo, Catalano, Saletnik, Veremis  
NAYS: Weaver  
ABSENT: Hofherr, Fowler  
ABSTAIN: None

\*\*\*MOTION CARRIED\*\*\*



**CITY OF DES PLAINES**

**ORDINANCE Z - 6 - 24**

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT AND MAJOR VARIATIONS FOR 1958 ILLINOIS ST., DES PLAINES, ILLINOIS TO ALLOW A THIRD DWELLING UNIT.**

**WHEREAS**, Wojciech Gracz and Anna Boruk (collectively, the “**Owner**”) are the owners of the property commonly known as 1958 Illinois Street, Des Plaines, Illinois (“**Subject Property**”); and

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

**WHEREAS**, pursuant to Section 12-7-2.I of the Des Plaines Zoning Ordinance of 1998, as amended (“**Zoning Ordinance**”), no more than one dwelling unit is permitted on a single lot in the R-1 District; and

**WHEREAS**, the Subject Property is currently improved with a legal, non-conforming two-story residential building containing two dwelling units (“**Building**”), garage, and hard surface area; and

**WHEREAS**, the Owner desires to add a third dwelling unit in the basement of the Building on the Subject Property (“**Proposed Development**”); and

**WHEREAS**, pursuant to Section 12-3-7 of the Zoning Ordinance, the Owner 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 R-1 District to the R-3 Townhouse Residential (“**R-3 District**”) to allow the Proposed Development on the Subject Property (“**Map Amendment**”); and

**WHEREAS**, the Petitioner also submitted an application to the City of Des Plaines Department of Community and Economic Development (“**Department**”) for approval of major variations from (i) Section 12-7-2.J of the Zoning Ordinance to reduce the minimum lot area in the R-3 District from 8,400 square feet to 6,250 square feet; and (ii) Section 12-9-7 of the Zoning Ordinance to reduce the required off-street parking from six spaces to four spaces (collectively, the “**Major Variations**”); 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 Owner’s applications, a public hearing was held by the PZB on March 12, 2024, pursuant to publication in the *Des Plaines Journal* on February 21, 2024; and

**WHEREAS**, notice of the public hearing was mailed to all property owners within 300 feet of the Subject Property; and

**WHEREAS**, during the public hearing the PZB heard testimony and received evidence with respect to how the Owner 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 March 14, 2024, summarizing the testimony and evidence received by the PZB and stating its recommendation, by a vote of 4-1, to approve the Map Amendment and Major Variations, subject to certain terms and conditions; and

**WHEREAS**, the Owner made representations to the PZB with respect to Proposed Map Amendment and Major Variations, 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 Major Variations; and

**WHEREAS**, the City Council has considered the written report of the PZB, the applicable standards for map amendments and variations set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated March 14, 2024 and has determined that it is in the best interest of the City and the public to approve, 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 39 AND 40 BLOCK 1 IN WHIPPLE’S ADDITION TO RIVERVIEW, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RAGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 09-29-230-025 & 09-29-230-026

Commonly known as 1958 Illinois Street, Des Plaines, Illinois.

**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 Subject Property from the R-1 District to the R-3 District is hereby approved.

**SECTION 4. APPROVAL OF MAJOR VARIATIONS.** The City Council finds that the Major Variations satisfy the standards set forth in Section 12-3-6.H of the Zoning Ordinance and, pursuant to the City's home rule powers, finds that the Major Variations are otherwise necessary and appropriate. Subject to and contingent upon the conditions, restrictions, limitations, and provisions set forth in Section 5 of this Ordinance, the Major Variations are hereby approved.

**SECTION 5. CONDITIONS.** The Major Variations granted in Section 4 of this Ordinance shall be, and are expressly subject to and contingent upon the conditions, restrictions, and limitations set forth in this Section 5:

A. **Compliance with Law and Regulations.** The development, use, operation, and maintenance of the Proposed Development and the Subject Property by the Owner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. **Compliance with Plans.** The development, use, and maintenance of the Subject Property shall be in substantial compliance with the following plans below, except for minor changes and site work approved by the Director of the Department of Community and Economic Development in accordance with applicable City codes, ordinances, and standards:

1. The “Petitioner’s Narrative and Response to Standards” consisting of five sheets, prepared by the Owner and dated February 15, 2024, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit A**; and

2. The “Plat of Survey” consisting of one sheet, prepared by the Jens K. Doe and dated July 21, 2022, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**.

C. Rental License. The Owner must obtain a rental license for the Subject Property in accordance with Chapter 17 of Title 4 of the City Code; provided, however, that before any rental license is issued, the Owner must either (i) provide evidence of previous permits issued to authorize the conversion of the basement into a dwelling unit in compliance with building code requirements; or (ii) demonstrate that the basement unit complies with applicable City Code requirements by allowing access to the Subject Property for and passing an inspection by the City building inspector.

**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.

**SECTION 7. 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;
3. the filing with the City Clerk by the Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and

abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Owner's consent to its recordation. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as **Exhibit C**; and

4. at the Owner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

B. In the event that the Owner does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 7.A.3 of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

**ATTEST:**

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

Published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved as to form:

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

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



**Petitioner's Narrative and Response to Standards**

Description of Request/Parking Statement

The subject Property consists of three separate dwelling units within a “Chicago Style” two flat building with a garden apartment. The applicant is requesting the following:

1. Zoning Map Amendment to R-3, Multiple Family. This zoning allows for “Dwellings, multiple-family”. ([Section 12-13-3](#)). The subject building consists of three separate dwelling units within a two flat, garden apartment style building.
2. Major Variation to the minimum lot area requirement: R-3 zoning requires lots to be a minimum of 2800 sq ft per dwelling unit (Refer to [Section 12-7-2.J](#)). For a three flat, the minimum size of the lot would need to be 8400 sq ft. The subject Property is approximately 6250 sq ft.
3. Major Variation for Parking: [Section 12-9-7](#) requires 2 spaces per dwelling unit for multiple-family dwellings. The Property consists of seven (7) spaces in the back (including a 3 car garage) The City prohibits parking on the street in front of the building but there is vast amount of spaces available on the opposite side of Illinois, Prospect Street and Deane Street.

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 states zoning should be updated to provide for multi-family uses. The Amendment also meets the Plan goals by providing several housing options to fit diverse needs. The Property consists of a “Chicago Style” two flat with garden apartment building. The building is occupied by the Owner on the 1<sup>st</sup> floor and tenants on the 2<sup>nd</sup> floor and garden apartment. The City has annually issued a rental license for building, thus recognizing the Property as a 3 family occupied/unit building. There will be no impact on the density of the neighborhood or adjoining parcels as a 3 unit building is located to the South of this parcel and R-3 zoned properties exist a few parcels to the North. Across the street exists R-2 zoned properties the entire block. Both the Planning & Zoning Board and City Council have previously approved a similar application for zoning amendment and variances for a property under the same circumstances located at 1625 Linden Street.

2. Whether the proposed amendment is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property

The neighborhood consists of R-1, R-2 and R-3 zoned properties. The home adjoining to the South is a 3 unit building. There is a section of R-3 zoned houses two parcels to the North. The entire block across the street is zoned R-2.

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

Public facilities are already provided, including those by the City, Post Office, Refuse collection, gas and electric.

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

The fair market value of the Property will increase by 50-75%; thus positively affecting the value of the neighborhood. The amendment will allow for opportunities to develop residential units of different types in the area and new economic opportunities to build facilities and services to support the same. The amendment will merely allow the building to be used in its current condition for the past 25 years.

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

The City’s comprehensive plan already suggests the goal of providing additional housing

options in neighborhoods. The area has been established as a residential neighborhood for over 60 years. Responsible growth includes providing options for development of multifamily properties. There are R-3 zoned houses a few parcels away. Across the street are R-2 zoned houses. Although this is not a situation involving spot zoning, the City has recently approved a similar application for zoning amendment for the property located at 1625 Linden Street.

1. Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty.

Applicant would only be able to use the Property as a single family residence if the variances are denied. Applicant will suffer undue financial hardship and economic loss a result of a significant decrease in fair market value and loss of rental income. The City has permitted the multifamily use of the Property for many years as indicated by the issuance of rental licenses. The neighbor to the South and various properties across the street are rented. The variance for Lot size and parking will not adversely affect the neighborhood or surrounding adjoining parcels. The same hardship was demonstrated on the application for 1625 Linden Street.

2. Unique Physical Condition: The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

There are no similar two flat style buildings in the neighborhood. The building could only operate as a single family residence under R-1 lot requirements. The variance would grant the Property to operate as a three unit building. Owner intends to continue to occupy one unit.

3. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title.

The City has inspected the Property and approved occupancy of the same by three families. Applicant only acquired title in 2022.

4. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

The neighborhood consists of R-2 and R-3 zoned rental properties in the immediate vicinity of the subject property. Denial would deprive applicant of rights enjoyed by other property owners in the area. The City has already approved owner the right to rent units within the Property.

5. Not Merely Special Privilege: The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot.

The Owner will be denied the right to continue to use the Property as approved by the City. The

Property owners to the South and in the R-3 areas to the North, as well as the R-2 areas to the East, all enjoy the right to rent their properties.

- 6. Title And Plan Purposes: The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.

The neighborhood is zoned R-1, R-2 and R-3. The variations would allow the existing use to comply with the City recognized use and merely extend the R-3 zoning already existing to the North.

- 7. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.

As the building was constructed in the existing condition, there are available remedies as additional property cannot be acquired to increase the lot size. There is no parking in front of the Property as the City prohibits parking on the West side of Illinois Street. There is however parking for 7 spots, 3 in the garage and 4 in front, thus there will be no additional burden on street parking. Parking is available on the East side of Illinois, on Prospect and Dean Streets.

- 8. Minimum Required: The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.

Combined with the zoning map amendment requested herein, from R-1 to R-3, the variations requested will provide the minimum relief necessary.





Scale - 1 inch = 20 feet

# Jens K. Doe

Professional Land Surveyors  
A DIVISION OF CDK IL DESIGN FIRM SURVEYOR 2812

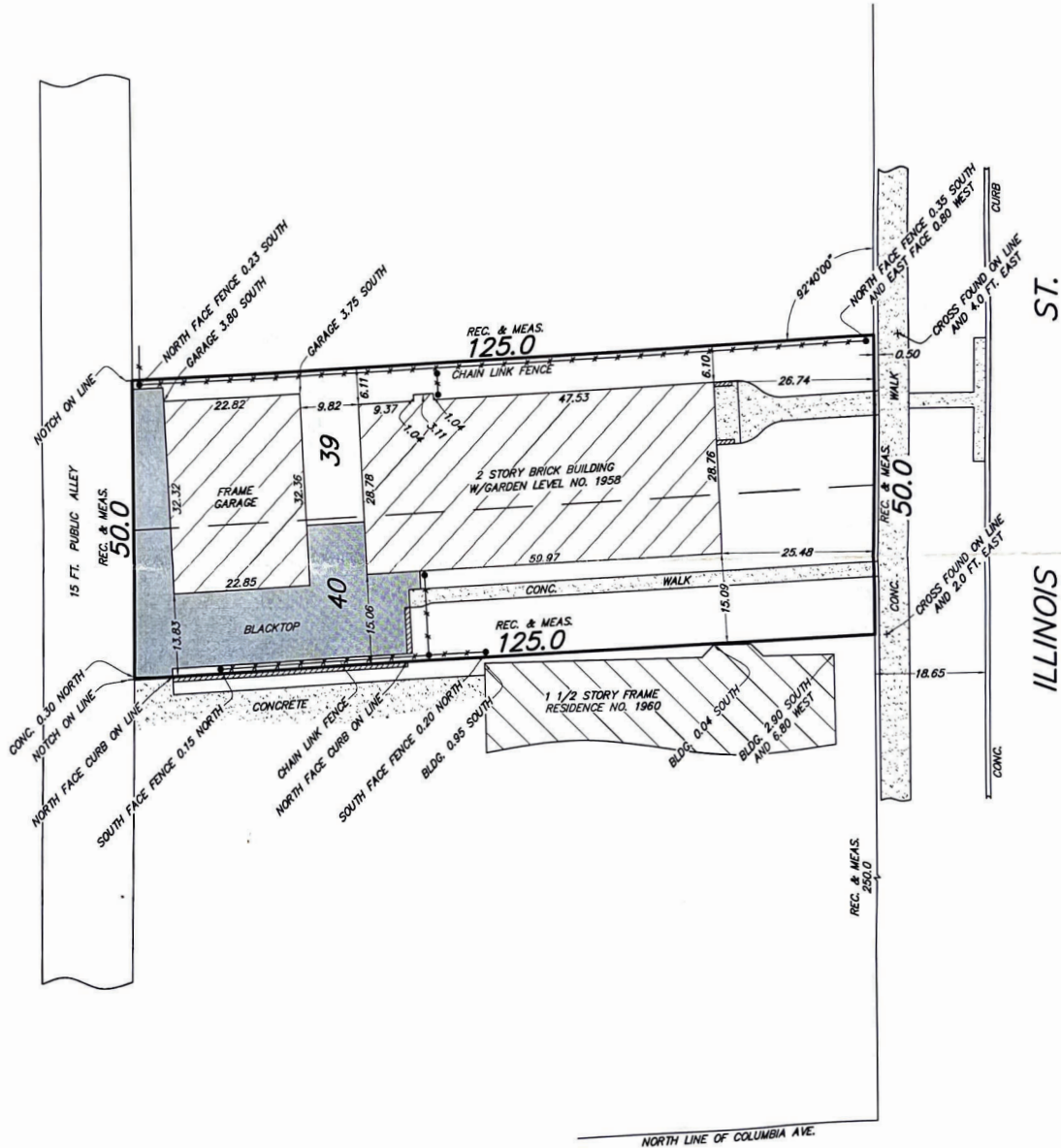
ORDER NO.  
22-0563

## PLAT OF SURVEY

of

LOTS 39 AND 40 IN BLOCK 1 IN WHIPPLE'S ADDITION TO RIVERVIEW, BEING 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.

COMMONLY KNOWN AS: 1958 ILLINOIS ST., DES PLAINES, ILLINOIS.



**NOTE:**  
The legal description noted on this plat is a copy of the land survey order placed by the client and for accuracy **MUST** be compared with the Deed. For building restrictions refer to your Abstract, Deed or Contract.

Compare distances between points before building and report any discrepancy to this office immediately.

Dimensions shown hereon are not to be assumed or scaled.

Dimensions shown hereon are in feet and decimal parts thereof.

Field work completion date : July 21, 2022.

ORDERED BY:  
**ANSANI & ANSANI**



State of Illinois )  
County of Cook )

JENS K. DOE PROFESSIONAL LAND SURVEYORS, does hereby certify that a survey has been made under its direction, by an Illinois Professional Land Surveyor of the property described hereon and that the plat hereon drawn is a correct representation of said survey.

Chicago, Illinois, Dated this 22nd Day of July, 2022.

This professional service conforms to the current Illinois minimum standards for a boundary survey.

JENS K. DOE PROFESSIONAL LAND SURVEYORS, (A DIVISION OF CDK )

KEVIN DUFFY  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3228  
LICENSE EXPIRATION : 11 - 30 - 22 OF ILLINOIS

**EXHIBIT C**

**UNCONDITIONAL AGREEMENT AND CONSENT**

**TO:** The City of Des Plaines, Illinois ("*City*");

**WHEREAS**, Wojciech Gracz and Anna Boruk (collectively, "*Petitioner*") are the owners of the property commonly known as 1958 Illinois Street, Des Plaines, Illinois ("*Subject Property*"); and

**WHEREAS**, the Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("*Department*") for major variations from (i) Section 12-7-2.J to reduce the minimum lot area from 8,400 square feet to 6,250 square feet; and (ii) Section 12-9-7 of the Zoning Ordinance to reduce the required off-street parking from six spaces to four spaces (collectively, the "*Variations*"); and

**WHEREAS**, Ordinance No. Z-6-24 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_, 2024 ("*Ordinance*"), grants approval of the Variations, subject to certain conditions; and

**WHEREAS**, the Petitioner desires to evidence to the City their unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

**NOW, THEREFORE**, the Petitioner does hereby agree and covenant as follows:

1. Petitioner hereby unconditionally agrees to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-6-24, adopted by the City Council on \_\_\_\_\_, 2024.
2. Petitioner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner against damage or injury of any kind and at any time.
3. Petitioner acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

4. Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the adoption of the Ordinance, including, without limitation, the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.
  
5. Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST:

**WOJCIECH GRACZ**

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

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

ATTEST:

**ANNA BORUK**

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

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