



CITY COUNCIL AGENDA

Monday, October 3, 2016
Regular Session – 7:00 p.m.
Room 102

CALL TO ORDER

REGULAR SESSION

ROLL CALL
PRAYER
PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION

(matters not on the Agenda)

PRESENTATION

SENATOR LAURA MURPHY'S PRESENTATION OF SENATE RESOLUTION
RECOGNIZING DES PLAINES FIRE DEPARTMENT'S 125TH ANNIVERSARY

SWEARING-IN CEREMONY

SWEARING-IN OF NEW FIREFIGHTER CANDIDATES

CITY CLERK ANNOUNCEMENTS

ALDERMEN ANNOUNCEMENTS

CONSENT AGENDA

1. Adopt Potable Groundwater Use Restriction Ordinance for 607 E. Oakton Street, Des Plaines to allow for Elmer’s Service Station the ability to obtain a No Further Remediation Letter from the Illinois Environmental Protection Agency
 - 1a. ORDINANCE M-27-16/An Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by any Other Method at 607 E. Oakton Street in the City of Des Plaines

2. Accept Rock Salt Bid Award through the State of Illinois CMS 2016-2017 Rock Salt Procurement Contract PSD 4018184, at a Cost of \$42.46 per Ton Payable to Compass Minerals America, Inc., 9900 West 109th Street, Overland Park, KS. Budgeted Funds – MFT Funds/Commodities/Ice Control
 - 2a. RESOLUTION R-144-16/A Resolution Authorizing the Procurement of Rock Salt from Compass Minerals America, Inc.

3. Approve a License Agreement with Operation North Pole, Inc., 50 West Oakton Street, Des Plaines, Illinois for the Temporary Use of City-Owned Property
 - 3a. RESOLUTION R-150-16/A Resolution Approving a License Agreement with Operation North Pole, Inc., to Permit the Temporary Use of 1486 and 1486 ½ Miner Street for the Storage of Toys and Children’s Coats

4. Approve Colfax Crossing Public Improvement Bond Reduction from \$2,931,078 to \$730,504
 - 4a. RESOLUTION R-151-16/A Resolution Approving the Reduction of the Public Improvement Security for Colfax Crossing Planned Unit Development

5. Authorize Staff to Enter into an Intergovernmental Agreement with the Chicago Metropolitan Agency for Planning (CMAP) for Purposes of Creating a New Comprehensive Plan for the City of Des Plaines to be Completed in the Year 2018 with a Local Cost Match of 20% or \$24,000
 - 5a. RESOLUTION R-152-16/A Resolution Approving an Intergovernmental Agreement with the Chicago Metropolitan Agency for Planning

6. Approve Des Plaines River Road Reconstruction Contract 60X13 – Change Order #1 with Greco Contractors, Inc., 2100 S. Mt. Prospect Road, Des Plaines, Illinois in the Amount of \$700,000. Source of Funding – Water/Sewer Fund and Grant Funded Projects. Also Authorize City Manager to Enter into such Additional Change Orders as Necessary to Account for Unanticipated Costs in an Aggregate Amount of \$1,045,006.67 Raising the Total Not-to-Exceed Amount of Contract to \$15,200,000. All change orders will be funded by IDOT in the same proportions as the original contract.
 - 6a. RESOLUTION R-154-16/A Resolution Approving Change Order No. 1 to a Construction Contract with Greco Contractors, Inc., for the Des Plaines River Road Reconstruction Contract 60X13

7. Minutes/Regular Meeting – September 19, 2016

END OF CONSENT AGENDA

COMMITTEE OF THE WHOLE

1. **FINANCE & ADMINISTRATION** – Alderman Don Smith, Chair
 - a. Warrant Register in the Amount of \$4,491,374.88 – RESOLUTION R-155-16
2. **LEGAL & LICENSING** – Alderman Patricia Haugeberg, Chair
 - a. Consideration of an Ordinance Amending Chapter 9 Title 1 of the Des Plaines City Code Modifying the Code of Ethics (*deferred from 9/19/2016 City Council Agenda*) – ORDINANCE M-28-16

IF NO ACTION IS TAKEN UNDER NEW BUSINESS, THESE ITEMS WILL APPEAR ON THE FOLLOWING CONSENT AGENDA OR UNFINISHED BUSINESS. IF IT IS NECESSARY TO TAKE ACTION ON ANY OF THESE ITEMS THIS EVENING, THEY MUST BE REPORTED OUT BY THE COMMITTEE CHAIRMAN UNDER “NEW BUSINESS”

UNFINISHED BUSINESS

1. SECOND READING – ORDINANCE M-26-16/An Ordinance Amending Chapter 8 of Title 1 of the City of Des Plaines City Code (*as requested by City Council to be amended at the 9/19/2016 City Council Meeting to remove the reference to “Assistant Director of Economic Development”*)
2. RESOLUTION R-153-16/Reject All Bids for the 2017-2018 Elevator Inspection Services Contract (*as requested by City Council to be amended at the 9/19/2016 City Council Meeting*)

NEW BUSINESS: IF REPORTED OUT BY COMMITTEE

1. a. RESOLUTION R-155-16/Warrant Register in the amount of \$4,491,374.88
2. a. ORDINANCE M-28-16/Approve Ordinance Amending Chapter 9 of Title 1 of the City of Des Plaines City Code

MANAGER'S REPORT

ALDERMEN COMMENTS

MAYORAL COMMENTS

ADJOURNMENT

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

FIRE DEPARTMENT

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



MEMORANDUM

Date: September 21, 2016
To: Michael Bartholomew, City Manager
From: Alan Wax, Fire Chief *AW*
Subject: Presentation of Senate Resolution Regarding the Fire Department's Milestone Anniversary

Issue: As you know, the Des Plaines Fire Department is proudly celebrating its quasiquicentennial anniversary in 2016. Illinois Senator Laura Murphy seeks to present a Senate Resolution noting this milestone of 125 years of service to the community.

Analysis: The Fire Department was first organized by volunteers in September of 1891, however it was formally recognized by municipal officials on October 5, 1891.

In the past 125 years, the Des Plaines Fire Department has evolved into one of the busiest fire departments in the northwest suburbs. The Department responds to nearly 8,000 emergency calls per year, including fires, emergency medical situations, vehicle/equipment rescues, water rescues, technical rescues, hazardous material incidents, and others. The Department is a leader in specialty team operations (water rescue, hazardous materials spill/leak mitigation, technical rescue, and fire/arson investigation), as well as fire prevention. Today, the Department is comprised of 92 sworn and 7 civilian positions.

A Des Plaines Fire Department History Map, including photos, videos, and descriptions of emergency calls, events, and activities during the Department's rich history, may be accessed at <http://tinyurl.com/DPFD125>.

Recommendation: Senator Murphy has asked for a couple of minutes during the October 3, 2016 City Council meeting to present the Senate Resolution. I note that this is the meeting closest to the actual anniversary date of October 5th. The Department certainly appreciates the recognition, and thanks Senator Murphy for her support.



FIRE DEPARTMENT

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

MEMORANDUM

Date: September 21, 2016
To: Michael Bartholomew, City Manager
From: Alan Wax, Fire Chief *AW*
Subject: Swearing-In of Firefighter/Paramedic Candidates Alexander Demma, Brent Hoffman, Chris Dammers, Michael Genova, and Patrick O'Mara

Issue: The Fire Department has hired new candidates Alexander Demma, Brent Hoffman, Chris Dammers, Michael Genova, and Patrick O'Mara. They are scheduled to start during the weeks of October 3rd and 10th. We ask that they be introduced and sworn-in at the October 3rd City Council meeting.

Analysis: There will be a small welcome reception for these candidates and their families prior to the Council meeting in the first floor of City Hall, and all are invited to meet them at that time.

Firefighter/Paramedic Candidates Demma, Hoffman, Dammers, Genova, and O'Mara will be attending the nine-week fire academy starting on October 17th.

Recommendation: I request that the Mayor swear-in Candidates Demma, Hoffman, Dammers, Genova, and O'Mara to their new positions at the beginning of the City Council meeting on October 3, 2016, and I invite the Mayor, Aldermen, and public to join me in congratulating these candidates on their appointments.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: September 14, 2016
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*
Subject: Potable Groundwater Use Restriction – 607 E Oakton Street

Issue: Elmer's Service Station, through their consultant, Gabriel Environmental Services, requests a potable groundwater use restriction ordinance for an area adjacent to their property at 607 E Oakton Street in order to obtain a No Further Remediation (NFR) letter from the Illinois Environmental Protection Agency (IEPA).

Analysis: The NFR letter will complete a Leaking Underground Storage Tank incident (IEMA Incident No. 20030733) from the former service station at the southeast corner of Oakton Street and Wolf Road.

The proposed ordinance prohibits the use of groundwater as a potable water source within the projected contamination plume shown on Exhibit B of the ordinance. Potable water is defined as any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Recommendation: I recommend adoption of the potable groundwater use restriction ordinance.

Attachments:

- Ordinance M-27-16
- Exhibit A – Description of Affected Area
- Exhibit B – Map of Affected Area

CITY OF DES PLAINES

ORDINANCE M - 27 - 16

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD AT 607 EAST OAKTON STREET IN THE CITY OF DES PLAINES.

WHEREAS, certain properties in the City of Des Plaines, Illinois have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater under the City may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 residential remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the City desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

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

SECTION 1: RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this Ordinance.

SECTION 2: USE OF GROUNDWATER AS A POTABLE WATER SUPPLY IS PROHIBITED. The use or attempt to use, as a potable water supply (any water used in human or domestic consumption including, but not limited to, water used for drinking, bathing, swimming, washing dishes or preparing foods), groundwater from within the specified limits surrounding the property legally described in **Exhibit A** and depicted in **Exhibit B** by the installation or drilling of wells or by any other method is hereby prohibited. This prohibition expressly includes the City of Des Plaines.

SECTION 3: PENALTIES. Any person violating the provisions of this ordinance shall be subject to a fine of up to \$500.00 for each violation.

SECTION 4: DEFINITIONS.

A. “*Person*” is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

B. “*Potable water*” is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, washing dishes, or preparing foods.

SECTION 5: REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

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. This Ordinance shall be in full force and effect after its passage and approval by the City Council and publication in pamphlet form in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2016.

APPROVED this ____ day of _____, 2016.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2016.

Approved as to form:

CITY CLERK

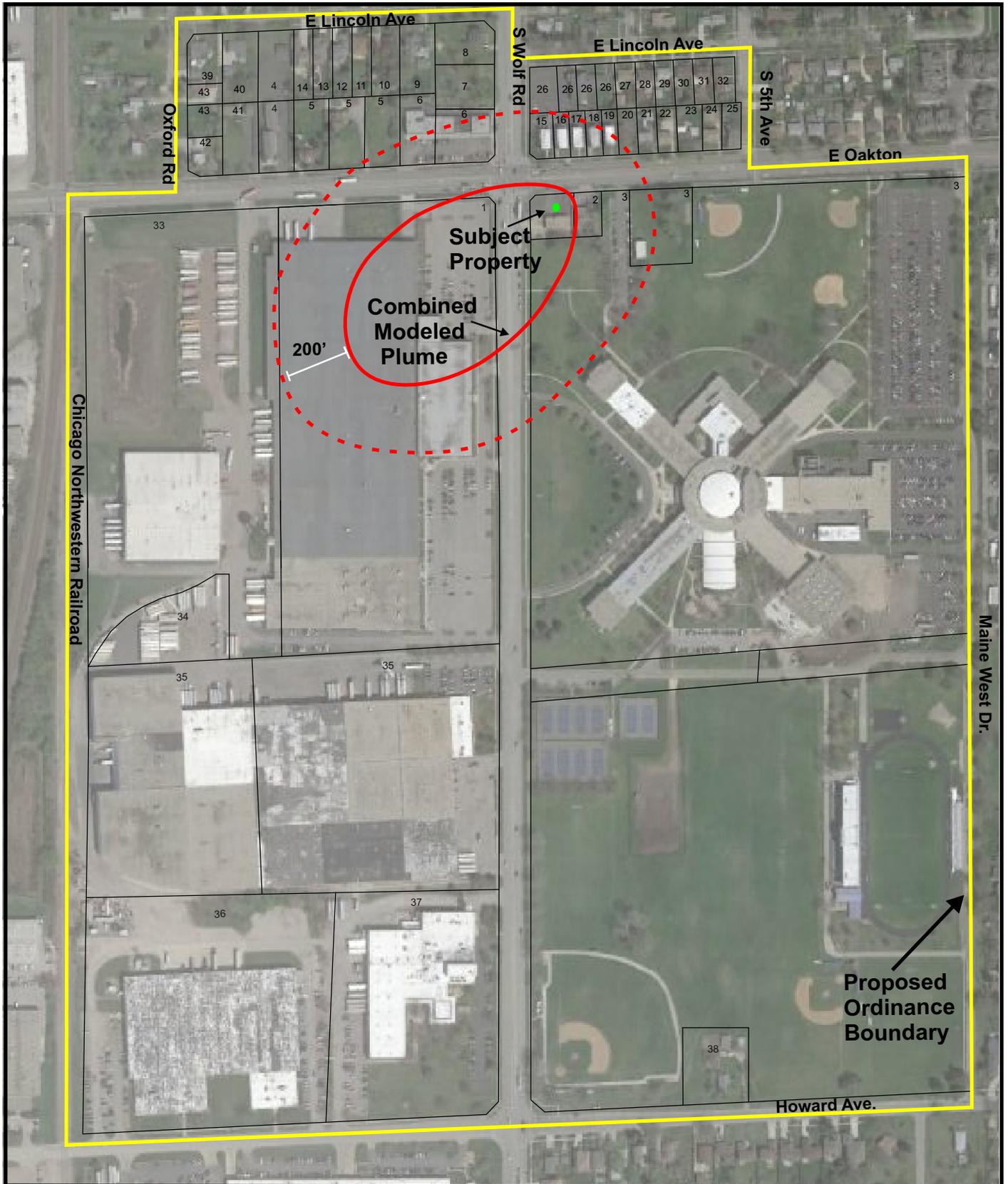
Peter M. Friedman, General Counsel

DP-Ordinance Prohibiting Use of Groundwater as Potable Water at 607 E Oakton St

EXHIBIT A

LEGAL DESCRIPTION OF SPECIFIED LIMITS SURROUNDING THE PROPERTY AT 607 EAST OAKTON STREET, DES PLAINES, ILLINOIS

The limits of the proposed ordinance will be bounded south of the contamination plume by the intersection of southbound Maine West Drive and Howard Avenue. This limit will extend west to the intersection of Howard Avenue and Chicago Northwestern Rail Road. The boundary limit will continue north from this point, reaching Oakton Street. The boundary limit will extend east from this point until reaching the intersection of Oakton Street and Oxford Rd, at which point the boundary will extend north along Oxford Rd until reaching E Lincoln Ave. The boundary limit will extend east from this point until intersecting with S Wolf Road. The boundary limit will continue south from this point until reaching E Lincoln Ave, at which it will extend east along E Lincoln Ave until reaching S 5th Avenue. The limit will extend south from this point to the intersection of S 5th Avenue and E Oakton Street. The limit will continue east from this point to the intersection of E Oakton Street and Maine West Drive. The limit will extend south to the intersection of Maine West Drive and Howard Ave. The boundary limit will continue west from this point to the intersection of Howard Ave and the Chicago Northwestern Rail Road.



Modeled Ordinance Map
 Client name: Elmer's Service Station
 Site location: 607 Oakton Street, Des Plaines, IL

Project # 05-016-11
 Drawn by JG
 Date: 09/06/16

- — — Projected Plume
- - - - - Projected Plume + 200'
- - - - - Projected Ordinance Zone to Nearest Street
- Subject Property



Gabriel Environmental Services

1421 N. Elston Ave
 Chicago, IL 60622

phone (773) 486-2123
 fax (773) 486-0004

1 in. = 357 ft.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: August 31, 2016

To: Mike Bartholomew, MCP, LEED-AP, City Manager

From: Tom Bueser, Superintendent of General Services *TB*
Timothy Watkins, Assistant Director of Public Works and Engineering *TW*

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

Subject: 2016-17 Rock Salt Purchase – Illinois Central Management Services

Issue: Each year, the City of Des Plaines purchases rock salt for snow and ice control for the upcoming winter season.

Analysis: The City of Des Plaines is a member of the Illinois Central Management Services (CMS) joint purchasing program. The State requires any public body using Motor Fuel Tax (MFT) funds for purchases to use State bid documents and procedures, and advertise in the State’s bid bulletins, or utilize the State bid through CMS.

The City has elected to again use the CMS program for the procurement of rock salt. In accordance with CMS purchasing guidelines, staff responded to the Joint Purchasing Requisition in March 2016 requesting the purchase of 5,500 tons of AASHTO specification M143 road salt. The low bidder was Compass Minerals America, Inc. in the amount of \$42.46 per ton.

Historic data for rock salt purchase is detailed in the chart below:

Year	Tons Purchased	Cost Per Ton	Total
2008	4,500	\$38.79-\$137.47	\$330,000.00
2009	3,500	\$104.24-\$137.47	\$363,698.00
2010	3,900	\$75.18	\$293,202.00
2011	3,085	\$59.95	\$184,952.82
2012	4,800	\$59.95	\$287,760.00
2013	3,650	\$52.74	\$192,501.00
2014	6,000	\$75.79	\$454,740.00
2015	6,850	\$75.79	\$519,169.82
2016	4,632	\$60.61	\$280,745.52

Des Plaines typically uses approximately 4,000-6,000 tons during a winter season dependent upon conditions. Due to stockpile reserves from last season, this winter season's allotment is 5,500 tons.

Recommendation: We recommend accepting the rock salt bid award through the State of Illinois CMS 2016-2017 Rock Salt Procurement Contract PSD 4018284, at a cost of \$42.46 per ton payable to Compass Minerals America, Inc., 9900 West 109th Street, Overland Park, KS, 66210. Source of funding will be budgeted MFT Funds, Commodities, Ice Control (230-00-000-7160).

The funding amounts for this item are the 2016 account balance of \$230,279.84 and the 2017 proposed budget amount of \$350,000. Rock salt purchases typically expend funds from two budget years as purchases are made during October to December of the current year and January to March of the following year.

Attachments:

Attachment 1 - CMS Contract PSD 4018184
Resolution R-144-16



ILLINOIS

JOINT PURCHASING REQUISITION CY'16-'17 New Purchase Commitment

PLEASE RETURN TO:
 Illinois Department of
 Central Management Services
 801 Wm. G. Stratton Building
 401 S. Spring Street
 Springfield, IL 62706
 Fax: (217) 782-5187
 Email Address for submission:
CMS.BOSS.EC@illinois.gov

No Thank You,
 But keep on mailing list.

Opt-Out-> Our unit does not want to participate in the CY' 2016-2017 Contract Procurement.
 Notice-> Please complete and return the Contact information below to remain on the mailing list.

Joint Purchasing #: L 1430 -1430
 Government Unit: City of Des Plaines
 Mailing Address: 1111 Joseph Schwab Rd.
 City / State / Zip: Des Plaines, IL 60016
 County: Cook
 Contact Person: Tom BUESER
 Telephone Number: 847-812-0708 (cell) 847-391-5470 (off)
 Fax Number: 847-297-6801
 Contact Email: tbueser@desplaines.org

Date: 3 / 7 / 2016

Delivery Point
(Provide Delivery Details To Contract) (Vendor At Time Of Order Placement)
<- Please provide Email Address

New

***** Participant, Complete Only One - Either "Table-A" or "Table-B" Below *****

Table A: Complete this table to have the State "SOLICIT BIDS" for your governmental entity		
ITEM DESCRIPTION	BID QUANTITY (Total Tonnage)	UNIT MEASURE (22 - 25 Ton / Truck)
Rock Salt, Bulk	<u>5,500</u>	Tons
Please note your Purchase Commitment Percentage for Total Tonnage Quantity as stated above (choose one): OPTION 1 <input checked="" type="checkbox"/> 80% minimum purchase requirement/120% maximum purchase requirement OPTION 2 <input type="checkbox"/> 100% minimum purchase requirement/120% maximum purchase requirement <u>COMPASS # 13 42.46</u>		

***** Participant, Complete Only One - Either "Table-A" Above or "Table-B" Below *****

Table B: Complete this table to have the State "RENEW" Requirements for your governmental entity		
ITEM DESCRIPTION	QUANTITY (Total Tonnage)	UNIT MEASURE (22 - 25 Ton / Truck)
Rock Salt, Bulk	_____	Tons

Note: Renewal is available ONLY under Contracts PSD 4018143, 4018144, 4018145, and 4018146 for CY' 2015-2016. Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 10% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Please Check Contract # Below:
 Note Current CMS Contract: PSD 4018143 () -or- PSD 4018144 () -or- PSD 4018145 () -or- PSD 4018146 ()

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this governmental unit, and not for personal use of any official or individual or re-sale.

In addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services.
Comedy Watts Assistant Director of Public Works and Engineering
 SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT TITLE
 Printed on Recycled Paper



September 15, 2016

Dear Joint Purchasing Participant:

Subject: 2016 - 2017 Rock Salt, Bulk Contract Information

In completing the 2016 – 2017 Rock Salt season contract re-procurement, the State of Illinois did not encounter the types of supply-related issues experienced in the previous seasons. We have made every effort to secure Road Salt at the best available price for participants in our contract solicitation and gladly report the State was able to obtain an offer for your location requirements through the State’s procurement efforts.

We again recommend that participating agencies and governmental entities examine their application rates and roadway priorities in order to minimize next season’s maintenance program cost while also ensuring the safety of the public.

Enclosed is a copy of the requisition you submitted to us for the purchase of rock salt. The information from the requisition, including purchase commitment, can be used to submit your requirements to this year’s contract vendor:

Contract: PSD 4018184 **Term: September 2016 – September 2017**
Compass Minerals America Inc. FEIN Number: 48-1047632
9900 West 109-th. Street
Overland Park, KS 66210
Phone (800) 323-1641 or (913) 344-9330 Contact Name: Sean Lierz

Your unit is **Contract Line No: _____ / Price per ton F.O.B. destination, is \$**
Emergency pickup of salt from vendor’s warehouse is not made available in this contract.

The additional price per ton to have rock salt delivered in trucks equipped with coal/grain chute openings in the tailgate to permit controlled off-loading of rock salt onto conveyors was not provided for by this vendor in this season’s procurement process.

You are responsible for issuing your own purchase order document to the vendor. Orders may be placed with the vendor via telephone, with a written or fax confirmation to follow immediately. ***You are strongly encouraged to order and store as much salt as possible in order to help prevent potential salt shortages this winter.*** Also, you must place orders in full truckload (typically 22-25 tons) delivery quantities or multiples of such.



Your governmental unit is responsible for ensuring that the 80 or 100 percent minimum guaranteed purchase commitment (as noted on your Requisition) is met before the end of the winter season, June 30, 2017. The vendor is required to furnish not less than 120 percent (if needed) of the contract quantity by March 1, 2017. Your governmental unit is responsible for processing vendor invoices in a timely manner.

Delivery shall be made as soon as possible after vendor receipt of order by phone or mail. The maximum time from receipt of order to the actual delivery for orders placed between December 1, 2016 through April 1, 2017 shall not exceed seven working days, unless as modified in the Order Guidelines herein..

For orders placed between December 1, 2016 and April 1, 2017, if a vendor is unable to make delivery within the order timeline, local governmental units shall have the right to retain as liquidated damages, not as a penalty, 5.% per working-day on the undelivered portion of the order, but not to exceed 50.%. For orders placed prior to 9:00 a.m. on a given day, that day to be considered as the first calendar day of the seven-day delivery period. For an order placed after 9:00 a.m. on a given day, the following day shall be considered as the first calendar day of the seven day delivery period.

CMS reserves the right to mitigate application of liquidated damages imposed against a vendor, in the event of orders exceeding the maximum percentages outlined below:

An agency may order up to 20.% of their awarded contract tonnage in any given week and vendor shall deliver within 7 working-days after receipt of order. Quantity ordered above the 20.% threshold shall have an extended deliver time of one-working-day for each one-percentage-point above the 20.% guideline. For example, if an agency orders 25.% of their awarded total 100 ton, delivery of the first 20 ton (20.%) shall be within 7 working-days after receipt of order, the remaining 5 ton should be delivered within 12 working-days after receipt of order.

If after seven working-days of liquidated damages assessment, the vendor has still failed to deliver, local governmental unit shall have the right to terminate an order and purchase road salt or abrasives from another source, or take action consistent with public safety as needed to continue daily business. Any and all additional costs incurred may be collected from the original vendor, in addition to liquidated damages, by participant's legal action.

All deliveries shall be covered with approved weatherproof materials. The vendor shall ensure that delivery person inspects the inside of the trailer and that all salt is removed from the trailer before leaving a delivery point. The vendor will ensure all weights and measures shown on delivery tickets are correct. Local governmental units reserve the right to require that delivery trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.



Deliveries of rock salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc., may be rejected at the delivery site. In the event that any foreign material is discovered in dumped deliveries, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the local governmental unit and returned for credit, or the vendor shall immediately ship a specification compliant load of replacement salt, or issue a refund to the governmental unit consistent with the contract price.

In December 2016, the contract vendor shall have in place stockpile(s) located in or near Illinois covering the tonnage awarded for the northern regions of the State, and in January of 2017 the contract vendor shall have in place stockpile(s) in or near to Illinois covering the total tonnage awarded for all regions of the State. At our discretion, we will inspect the stockpiles to ensure that these stockpiles are in sufficient quantities, and that vendor commitments to the stockpiles are with the users of this contract.

Enhanced Rock Salt 2016-2017 season availability:

The Department of Central Management Services surveyed vendors for availability of an enhanced rock salt option in the invitation for bid, and did receive an offering Compass Minerals America Inc. Locations interested in this enhanced salt option must call the vendor for availability information and to facilitate potential ordering arrangements.

Their product is made available to any joint purchasing participant awarded in Compass Minerals America Inc. Contract as an up-charge per ton option and would be added to your order as a separate line item. Contact Sean Lierz at 913-344-9330 for the details.

The enhanced salt product features additional pre-treatment of approved road salt with a product providing enhanced melting performance, with reduced corrosion and clumping.

It is hoped that this information will be beneficial to you in the utilization of this contract. If you have any further questions concerning the rock salt contract, please feel free to contact me at (217) 782-8091.

Sincerely,

Wayne Ilsley, CPPB, Buyer
Bureau of Strategic Sourcing

GovSalt.doc

CITY OF DES PLAINES

RESOLUTION R - 144 - 16

A RESOLUTION AUTHORIZING THE PROCUREMENT OF ROCK SALT FROM COMPASS MINERALS AMERICA, INC.

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

WHEREAS, the City has appropriated funds in the Motor Fuel Tax Fund for use by the Public Works and Engineering Department for the procurement of bulk rock salt for snow and ice control operations; and

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

WHEREAS, the City placed a joint purchasing requisition order from CMS for a base amount of 5,500 tons of rock salt, of which amount the City is obligated to purchase 80 percent (4,400 tons) and the Vendor is obligated to supply 120 percent (6,600 tons); and

WHEREAS, CMS sought bids for the award of CMS Contract PSD 4018184 for the procurement of rock salt, and Compass Minerals America, Inc. ("**Vendor**"), submitted the low bid price of \$42.46 per ton for the City; and

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

WHEREAS, the City Council has determined that it is in the best interest of the City to purchase rock salt from Vendor in the amount of \$42.46 per ton in accordance with the CMS letter dated September 15, 2016 and Contract PSD 4018284;

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

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

SECTION 2: APPROVAL OF PURCHASE. The City Council hereby approves the purchase by the City of rock salt from Vendor through CMS Contract PSD 4018284 in the amount of \$42.46 per ton.

SECTION 3: AUTHORIZATION OF PURCHASE. The City Manager is hereby authorized and directed to execute such documents and make such payments, on behalf of the City, as are necessary to complete the purchase of rock salt from Vendor through CMS Contract PSD 4018284 in the amount of \$42.46 per ton.

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

PASSED this ___ day of _____, 2016.

APPROVED this ___ day of _____, 2016.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Purchase of Rock Salt thru CMS from Compass Minerals America 2016



PUBLIC WORKS AND ENGINEERING DEPARTMENT

1111 Joseph J. Schwab Road
Des Plaines, IL 60016
Tel: 847-391-5464
www.desplaines.org

MEMORANDUM

Date: September 9, 2016
To: Mike Bartholomew, MCP, LEED-AP, City Manager
From: Timothy Watkins, Assistant Director of Public Works and Engineering *TW*
Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*
Subject: Operation North Pole License Agreement

Issue: Similar to last year, Operation North Pole, Inc. has requested the temporary use of our vacant building space at 1486 and 1486½ Miner Street.

Analysis: Operation North Pole, Inc. (ONP) is a Des Plaines based 501(c) (3) volunteer public charity that provides terminally and seriously ill children and their families with a day of fun and fantasy each holiday season. Their organization networks closely with the Des Plaines Fire, Police and Public Works Departments, hosting 75 families to a chartered train ride to the “North Pole” to visit Santa.

This year ONP is in need of temporary storage space beginning October 20, 2016 through December 20, 2016. They have requested the use of City owned space at 1486 and 1486½ Miner Street during that time to store gifts and used coats. Since this space is currently vacant, we are able to accommodate the request.

Recommendation: We recommend approval of the license agreement with Operation North Pole, Inc., 50 West Oakton Street, Des Plaines, Illinois, 60018 for the temporary use of City owned property.

Attachments:

- Attachment 1 – Request from ONP
- Resolution R-150-16
- Exhibit A – License Agreement



50 W. Oakton Street
Des Plaines, IL 60018

O: 847-813-5387
onpchicago@gmail.com

August 31, 2016

Mr. Tim Oakley
Director of Public Works & Engineering
City of Des Plaines
1420 Minor St.
Des Plaines, IL 60016

Re: Temporary Storage Needs for Holiday Event

Dear Mr. Oakley,

Operation North Pole, Inc. ("ONP") is a Des Plaines based 501 (c)(3) volunteer public charity that provides terminally and seriously ill children and their families with a day of fun and fantasy each holiday season. Our organization networks closely with the Des Plaines Fire, Police and Public Works Departments, hosting 70-75 families to a chartered train ride to the North Pole to visit Santa. Each child in the family who is aged 12 or younger provides Santa with a wish list and our supporters provide \$300.00 worth of specially selected gifts to each pre teen child in the family.

Last year the City of Des Plaines afforded temporary storage at 1486 and 1486½ Miner Street to ONP for 7 weeks, spanning the period from November 1st to approximately December 15th. We are again in need of temporary storage for gifts for our 150 children. We understand that the above mentioned space is still available and we would respectfully petition the City of Des Plaines to once again assist us in fulfilling our mission of providing a holiday to families of our community who could use a day of fun and fantasy during their time of struggles.

We thank you for your past generosity and look forward to hearing from you at your earliest convenience regarding our request.

Sincerely,

Barbara J. Dabler
President

Copy: Mayor Matthew Bogusz
Chief Alan Wax
Chief William Kushner

RECEIVED

SEP 06 '2016

Des Plaines P.W. & Engr. Dept.

www.operationnorthpole.org

CITY OF DES PLAINES

RESOLUTION R - 150 - 16

A RESOLUTION APPROVING A LICENSE AGREEMENT WITH OPERATION NORTH POLE, INC., TO PERMIT THE TEMPORARY USE OF 1486 AND 1486 ½ MINER STREET FOR THE STORAGE OF TOYS AND CHILDREN'S COATS

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 owns that certain property commonly known as 1486 and 1486 ½ Miner Street in the City ("**Property**"); and

WHEREAS, Operation North Pole, Inc. ("**Licensee**"), desires to temporarily use the Property for the storage of donated toys, children's winter coats, and other items collected as donations for charitable purposes ("**Donations**"); and

WHEREAS, the City and Licensee desire to enter into a license agreement permitting Licensee to temporarily use the Property for the purpose of storing the Donations ("**License Agreement**"); and

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

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 LICENSE AGREEMENT. The City Council hereby approves the License Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the General Counsel.

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2016.

APPROVED this ____ day of _____, 2016.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

DEPUTY CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving a License Agreement for Operation North Pole at 1486 Miner St 2016

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), dated as of this ____ day of October, 2016, ("**Effective Date**"), by and between the **CITY OF DES PLAINES ("City")**, and **OPERATION NORTH POLE, INC. ("Licensee")**, an Illinois not-for-profit corporation.

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

SECTION 1. RECITALS.

A. The City is the owner of the property commonly known as 1486 - 1486 ½ Miner Street, Des Plaines, Illinois, and legally described in **Exhibit A** to this Agreement ("**Licensed Premises**").

B. The Licensee desires to use the Licensed Premises for the storage of toys, children's winter coats, and other items collected as donations by the Licensee as part of the Operation North Pole Secret Santa Program (collectively, the "**Donations**").

C. The City and the Licensee desire to enter into this Agreement to permit the storage of the Donations within the Licensed Premises.

SECTION 2. GRANT OF LICENSE; LIMITATION OF INTEREST.

A. Grant of License. Subject to the terms and conditions set forth in this Agreement, City hereby grants to the Licensee, and the Licensee hereby accepts, a license to enter and use the Licensed Premises for the sole purpose of storing the Donations within the Licensed Premises pursuant to and in strict accordance with the terms and provisions of this Agreement ("**License**").

B. License Fee. In consideration of the License granted by Section 2.A of this Agreement, the Licensee agrees to pay the City a one-time license fee in the amount of \$10.00.

C. Limitation of Interest. Except for the License granted pursuant to this Agreement, the Licensee shall have no legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Licensed Premises.

SECTION 3. AS-IS CONDITION; DELIVERY, STORAGE AND MAINTENANCE OF THE DONATIONS AND THE LICENSED PREMISES.

A. As-Is. The Licensee hereby accepts the Licensed Premises in its condition at the time of the execution of this Agreement. The Licensee acknowledges and agrees that: (i) the City has made no representation or warranty as to the suitability of the Licensed Premises for the Licensee's intended purposes; and (ii) the City will have no responsibility to maintain the Licensed Premises in any particular condition or manner. The Licensee waives any implied warranty that the Licensed Premises are or will be suitable for the Licensee's intended purposes.

B. Delivery and Storage. The Licensee shall deliver and store the Donations within the Licensed Premises in a safe, good, and workmanlike manner and in a safe, secure, and neat condition.

C. Maintenance.

1. Acknowledgment of Licensee Obligations. The Licensee acknowledges and agrees that the Licensee, and not the City, is solely responsible for the delivery, storage, protection, maintenance, and replacement of the Donations.

2. Maintenance in Safe and Secure Condition. The Licensee shall store and maintain the Donations at all times in a safe, secure, and neat condition and in a condition of good repair.

3. Compliance with Laws. The Licensee shall deliver, store, and maintain the Donations in compliance at all times with all applicable laws, ordinances, resolutions, rules, and regulations, as the same have been or may be amended from time to time.

D. Security of Licensed Premises. The Licensee acknowledges and agrees that the City will not provide any security services at the Licensed Premises and will not be responsible or liable to the Licensee for, and the Licensee hereby waives any claim against the City with respect to, any loss by theft or any other damage suffered or incurred by the Licensee in connection with any unauthorized entry into the Licensed Premises or any other breach of security with respect to the Licensed Premises.

SECTION 4. RESERVATION OF RIGHTS.

The City hereby reserves the right to use the Licensed Premises in any manner that will not prevent, impede, or interfere in any way with the exercise by Licensee of the rights granted pursuant to this Agreement. The City further reserves its right of full and normal access to the Licensed Premises for the maintenance of any existing or future utility located thereon.

SECTION 5. LIABILITY AND INDEMNITY OF CITY.

A. Liability. The Licensee 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 the result of: (i) the City's issuance of any approvals for the delivery and storage of the Donations within the Licensed Premises; and (ii) the delivery and storage of the Donations within the Licensed Premises by the Licensee.

B. Indemnity. The Licensee agrees to, and does hereby, hold harmless and indemnify the City and its officials, officers, employees, and agents from any and all claims that may be asserted at any time against the City in connection with: (i) the delivery and storage of any portion of the Donations within the Licensed Premises; and (ii) the Licensee's performance of, or failure to perform, its obligations under this Agreement.

with a copy to: Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, IL 60603
Attention: Peter M. Friedman, General Counsel

If to the Licensee: Operation North Pole, Inc.
50 W. Oakton Street
Des Plaines, IL 60018
Attention: Barbara J. Dabler

with a copy to: _____

B. Time of the Essence. Time is of the essence in the performance of all of the terms and conditions of this Agreement.

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

D. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

E. Non-Waiver. Neither party shall be under an obligation to exercise any of the rights granted to it in this Agreement. The failure of either party to exercise at any time any right granted to it shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

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

G. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the License granted pursuant to this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties participated equally in the

drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

J. Exhibits. Exhibit A attached hereto is, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the City or the Licensee.

L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to constitute a duly authorized original.

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

ATTEST:

CITY OF DES PLAINES

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

OPERATION NORTH POLE, INC.

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE SOUTHEASTERLY 30.0 FEET OF LOT 67 (EXCEPT THE NORTHEASTERLY 8 FEET TAKEN FOR ALLEY) IN TOWN OF RAND, BEING A SUBDIVISION OF PARTS OF SECTIONS 16, 17 20 AND SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-17-415-024-0000

Commonly known as 1486 and 1486 ½ Miner Street, Des Plaines, Illinois



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: September 6, 2016
To: Michael Bartholomew, City Manager
From: Michael McMahon, Director of Community and Economic Development *mm*
Cc: Elected Officials
Subject: Colfax Crossing Bond Reduction

Issue: Rick Zirk of TaylorMorrison Communities, developer of Colfax Crossing Development located at 300 Western Avenue, has submitted a formal request for a reduction of the required subdivision improvement bond. This is the first reduction of the improvement bond.

Analysis: The City's Public Works and Engineering Department has reviewed the request, inspected the development, and concurs that the public improvement bond can be reduced.

Recommendation: Staff recommends authorization from City Council to reduce the public improvement bond for the first time from the original bond amount of \$2,931,078 to \$730,504, which is 25% of the original bond amount.

Attachments:

Attachment 1: Engineer's Opinion of Probable Cost
Attachment 2: Resolution R-151-16



PUBLIC WORKS AND ENGINEERING DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
Tel: 847-391-5300
www.desplaines.org

MEMORANDUM

Date: September 9, 2016

To: Michael McMahon, Director of Community and Economic Development

From: John La Berg, P.E. CFM, Civil Engineer

Tim Oakley, P.E. CFM, Director of Public Works and Engineering

Cc: Jon Duddles, P.E. CFM, Assistant Director of Public Works and Engineering

Subject: 300 Western Av. Colfax Crossing Bond Reduction

As requested, the Public Works and Engineering Department has inspected the Colfax Crossing subdivision development. Staff concurs that the public improvement bond can be reduced for the first time from the original bond amount of \$2,931,078.13 to \$730,504.47 which is 25% of the original bond amount.

The Public Works and Engineering Department is submitting this report and recommending that this public improvement bond reduction be accepted by the City Council.

TPO / jl

September 8, 2016

Mr. Michael McMahon
Community and Economic Development Director
City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

Re: Colfax Crossing
REVISED Subdivision Bond Reduction Request #1

Dear Mr. McMahon:

Consistent with our discussion of earlier today I have revised the bond reduction spreadsheet for Colfax Crossing. I reviewed the installed improvements with our field representative to confirm installed quantities. Below I have outlined the adjustments I made, and provide a reasoning for adjustments I have not made:

Sanitary sewer services – All service lines to the building pad have been installed.

Sanitary sewer riser –All 4 risers have been installed

Sanitary testing – All test results have been provided to the City

Water services – Reduced to 87% as only 88 of the 101 water services have been installed.

Television storm sewer – This work has been reduced to 0%

Catch basins – This work has been reduced to 95% complete.

Adjust Ex rims – All of this work has been completed.

Private drives – This work has been removed from the schedule as agreed.

A 25% contingency for all remaining incomplete work has been added in lieu of the 15% originally provided.

I believe the spreadsheet is self-explanatory. I have however added a request revision date so we do not get the forms confused. I also cleaned up the summary table at the end to be easier to read.

I will provide the State statute limiting bond limits under separate cover.

If you have any questions or comments regarding this request, please feel free to contact me at 847.417.9256. I would like to thank you in advance for your consideration of this request.

Sincerely,



Rick Zirk

PEARSON, BROWN & ASSOCIATES, INC.							
COLFAX CROSSINGS							
DES PLAINES, IL							
ENGINEER'S OPINION OF PROBABLE COST				DATE:	9/21/2015		
				REVISED PLAN DATE:	9/21/2015		
				REDUCTION REQUEST DATE	9/8/2016		
ITEM	QUANTITY	UNIT	PRICE	EXTENSION	% COMPLETE	REDUCTION AMT.	NEW BOND AMOUNT
SANITARY SEWER							
10" PVC SDR 26 D3034 SANITARY SEWER	172	LF	\$ 70.00	\$ 12,040.00	100%	\$ 12,040.00	\$ -
8" PVC SDR 26 D3034 SANITARY SEWER	1600	LF	\$ 65.00	\$ 104,000.00	100%	\$ 104,000.00	\$ -
8" PVC SDR 26 D2241 SANITARY SEWER	920	EA	\$ 56.00	\$ 51,520.00	100%	\$ 51,520.00	\$ -
6" SANITARY SERVICE, COMPLETE w/CLEANOUT & GTBF	101	EA	\$ 1,250.00	\$ 126,250.00	100%	\$ 126,250.00	\$ -
6" SANITARY SERVICE RISERS	4	EA	\$ 800.00	\$ 3,200.00	100%	\$ 3,200.00	\$ -
SANITARY MANHOLE, COMPLETE	19	EA	\$ 2,050.00	\$ 38,950.00	100%	\$ 38,950.00	\$ -
CONNECTION TO EX.SANITARY MANHOLE, COMPLETE	2	EA	\$ 3,190.00	\$ 6,380.00	100%	\$ 6,380.00	\$ -
TELEWISE, AIR TEST & MANDREL SEWER	2520	LF	\$ 3.00	\$ 7,560.00	100%	\$ 7,560.00	\$ -
GRANULAR TRENCH BACKFILL	1580	LF	\$ 28.30	\$ 44,714.00	100%	\$ 44,714.00	\$ -
CLSM FLOWABLE TRENCH BACKFILL	280	LF	\$ 80.00	\$ 22,400.00	100%	\$ 22,400.00	\$ -
TOTAL SANITARY SEWER				\$ 417,014.00		\$ 417,014.00	\$ -
WATER MAIN							
8" DIP CL 52 WATER MAIN, INC. POLY WRAP	3450	LF	\$ 70.00	\$ 241,500.00	100%	\$ 241,500.00	\$ -
FIRE HYDRANT, COMPLETE	4	EA	\$ 3,885.00	\$ 15,540.00	100%	\$ 15,540.00	\$ -
8" VALVE & 48" VAULT, COMPLETE	4	EA	\$ 2,605.00	\$ 10,420.00	100%	\$ 10,420.00	\$ -
8"X8" PRESSURE CONNECTION COMPLETE INC.60" VAULT	2	EA	\$ 6,710.00	\$ 13,420.00	100%	\$ 13,420.00	\$ -
1.5" SERVICE, COMPLETE INC. GTBF	101	EA	\$ 1,325.00	\$ 133,825.00	87%	\$ 116,427.75	\$ 17,397.25
OFFSITE RESTORATION	1	LS	\$ 1,500.00	\$ 1,500.00	100%	\$ 1,500.00	\$ -
GRANULAR TRENCH BACKFILL	330	LF	\$ 25.45	\$ 8,398.50	100%	\$ 8,398.50	\$ -
CLSM FLOWABLE TRENCH BACKFILL	460	LF	\$ 70.00	\$ 32,200.00	100%	\$ 32,200.00	\$ -
TOTAL WATER MAIN				\$ 456,803.50		\$ 439,406.25	\$ 17,397.25
STORM SEWER							
30" RCP STORM SEWER CL III, w/C-361 JOINTS	135	LF	\$ 55.25	\$ 7,458.75	100%	\$ 7,458.75	\$ -
27" RCP STORM SEWER CL III, w/C-361 JOINTS	300	LF	\$ 45.25	\$ 13,575.00	100%	\$ 13,575.00	\$ -
24" RCP STORM SEWER CL III, w/C-361 JOINTS	485	LF	\$ 85.00	\$ 41,225.00	100%	\$ 41,225.00	\$ -
21" RCP STORM SEWER CL III, w/C-361 JOINTS	105	LF	\$ 80.00	\$ 8,400.00	100%	\$ 8,400.00	\$ -
18" RCP STORM SEWER CL III, w/C-361 JOINTS	480	LF	\$ 60.00	\$ 28,800.00	100%	\$ 28,800.00	\$ -
15" RCP STORM SEWER CL III, w/C-361 JOINTS	215	LF	\$ 60.00	\$ 12,900.00	100%	\$ 12,900.00	\$ -
12" RCP STORM SEWER CL IV, w/C-361 JOINTS	1,370	LF	\$ 50.00	\$ 68,500.00	100%	\$ 68,500.00	\$ -
TELEWISE STORM SEWER	3,090	LF	\$ 2.00	\$ 6,180.00	0%	\$ -	\$ 6,180.00
30" FES, COMPLETE INC. GRATE	1	EA	\$ 2,225.00	\$ 2,225.00	100%	\$ 2,225.00	\$ -
24" FES, COMPLETE INC GRATE	1	EA	\$ 1,700.00	\$ 1,700.00	100%	\$ 1,700.00	\$ -
6" STORM MANHOLE, COMPLETE	3	EA	\$ 6,000.00	\$ 18,000.00	100%	\$ 18,000.00	\$ -
5' STORM MANHOLE, COMPLETE	6	EA	\$ 3,500.00	\$ 21,000.00	100%	\$ 21,000.00	\$ -
4' STORM MANHOLE, COMPLETE	2	EA	\$ 2,000.00	\$ 4,000.00	100%	\$ 4,000.00	\$ -
6" STORM CATCH BASIN, COMPLETE	3	EA	\$ 7,000.00	\$ 21,000.00	95%	\$ 19,950.00	\$ 1,050.00
5' STORM CATCH BASIN, COMPLETE	7	EA	\$ 6,000.00	\$ 28,000.00	95%	\$ 26,600.00	\$ 1,400.00
4' STORM CATCH BASIN, COMPLETE	21	EA	\$ 2,500.00	\$ 52,500.00	95%	\$ 49,875.00	\$ 2,625.00
2' STORM CATCH BASIN, COMPLETE	14	EA	\$ 920.00	\$ 12,880.00	95%	\$ 12,236.00	\$ 644.00

2' STORM INLET, COMPLETE	0	EA	\$ 1,015.00	\$ -				
OUTLET CONTROL STRUCTURE, COMPLETE	1	EA	\$ 4,750.00	\$ 4,750.00	100%	\$ 4,750.00	\$ -	
CONNECTION TO EXISTING MANHOLE	3	EA	\$ 1,750.00	\$ 5,250.00	100%	\$ 5,250.00	\$ -	
ADJUST EX. RIM	4	EA	\$ 500.00	\$ 2,000.00	100%	\$ 2,000.00	\$ -	
REMOVE & EXCHANGE FRAME & GRATE	3	EA	\$ 450.00	\$ 1,350.00	100%	\$ 1,350.00	\$ -	
REMOVE EX. CATCH BASIN	1	EA	\$ 600.00	\$ 600.00	100%	\$ 600.00	\$ -	
REMOVE EX. INLET	2	EA	\$ 400.00	\$ 800.00	100%	\$ 800.00	\$ -	
OFFSITE RESTORATION COMPLETE	1	LS	\$ 2,000.00	\$ 2,000.00	100%	\$ 2,000.00	\$ -	
GRANULAR TRENCH BACKFILL	1210	LF	\$ 22.65	\$ 27,406.50	100%	\$ 27,406.50	\$ -	
CLSM FLOWABLE TRENCH BACKFILL	715	LF	\$ 70.00	\$ 50,050.00	100%	\$ 50,050.00	\$ -	
TOTAL STORM SEWER				\$442,550.25		\$ 430,651.25	\$ 11,899.00	
PAVING								
R.O.W. PAVEMENT SECTION								
1-3/4" HMA SURFACE COURSE (INC. SWEEP & TACK)	4,840	SY	\$ 6.90	\$ 33,396.00	0%	\$ -	\$ 33,396.00	
2-1/4" HMA BINDER COURSE	4,840	SY	\$ 6.90	\$ 33,396.00	100%	\$ 33,396.00	\$ -	
12" AGGREGATE BASE COURSE	4,840	SY	\$ 11.25	\$ 54,450.00	100%	\$ 54,450.00	\$ -	
B-6.12 CURB & GUTTER (INC. 6" AGGREGATE BASE)	3,680	LF	\$ 15.10	\$ 55,568.00	100%	\$ 55,568.00	\$ -	
SIDEWALK (4" PCC w/3" CA-6 BEDDING) R.O.W. (inc. 6" PCC @ DRIVEWAYS & DETECTABLE WARNINGS)	14,680	SF	\$ 6.70	\$ 98,356.00	5%	\$ 4,917.80	\$ 93,438.20	
STEEL GUARD RAIL, COMPLETE (50 L.F.)	1	LS	\$ 6,250.00	\$ 6,250.00	0%	\$ -	\$ 6,250.00	
TOTAL PAVING				\$ 281,416.00		\$ 148,331.80	\$ 133,084.20	
GRADING, DEMOLITION & EROSION CONTROL								
STRIP SITE AS NEEDED, CUT & FILL BUILDING PADS, PAVEMENT & OPEN AREAS TO SUBGRADE. FINE GRADE PAVEMENT. CUT & FILL POND TO SUBGRADE. RESPREAD POND AREA.	1	LUMP SUM	\$ 248,920.00	\$ 248,920.00	100%	\$ 248,920.00	\$ -	
DEMOLITION	1	LS	\$ 36,900.00	\$ 36,900.00	100%	\$ 36,900.00	\$ -	
SILT FENCE TYPE A (INC. MAINTENANCE)	1,775	LF	\$ 2.25	\$ 3,993.75	50%	\$ 1,996.88	\$ 1,996.88	
INLET FILTER BASKET (INC. MAINTENANCE)	52	EA	\$ 240.00	\$ 12,480.00	50%	\$ 6,240.00	\$ 6,240.00	
GEORIDGE (INC. MAINTENANCE)	4	EA	\$ 250.00	\$ 1,000.00	100%	\$ 1,000.00	\$ -	
DEWATERING DEVICE (INC. MAINTENANCE)	1	EA	\$ 2,500.00	\$ 2,500.00	100%	\$ 2,500.00	\$ -	
CONSTRUCION ENTRANCE (INC. MAINTENANCE)	1	EA	\$ 2,000.00	\$ 2,000.00	100%	\$ 2,000.00	\$ -	
CONCRETE WASHOUT (INC. MAINTENANCE)	1	EA	\$ 1,000.00	\$ 1,000.00	100%	\$ 1,000.00	\$ -	
TOTAL GRADING & EROSION CONTROL				\$ 308,793.75		\$ 300,556.88	\$ 8,236.88	
SITE LIGHTING								
STREET LIGHT (TYPICAL)	5	EA	\$ 8,490.00	\$ 42,450.00	0%	\$ -	\$ 42,450.00	
UTILITY CROSSINGS	1	LS	\$ 2,500.00	\$ 2,500.00	50%	\$ 1,250.00	\$ 1,250.00	
TOTAL SITE LIGHTING				\$ 44,950.00		\$ 1,250.00	\$ 43,700.00	
LANDSCAPING								
LANDSCAPING, COMPLETE	1	LS	\$ 321,875.00	\$ 321,875.00	5%	\$ 16,093.75	\$ 305,781.25	
RETAINING WALL, COMPLETE	2,385	FSF	\$ 20.00	\$ 47,700.00	15%	\$ 7,155.00	\$ 40,545.00	
FENCING	1	LS	\$ 23,760.00	\$ 23,760.00	0%	\$ -	\$ 23,760.00	
TOTAL LANDSCAPING				\$ 393,335.00		\$ 23,248.75	\$ 370,086.25	

CITY OF DES PLAINES

RESOLUTION R - 151 - 16

**A RESOLUTION APPROVING THE REDUCTION OF THE
PUBLIC IMPROVEMENT SECURITY FOR COLFAX
CROSSING PLANNED UNIT DEVELOPMENT**

WHEREAS, on December 7, 2015, the City Council adopted Ordinance Z-35-15 approving the final plat for the Colfax Crossing Planned Unit Development ("**PUD**"), which PUD consists of the property commonly known as 300 Western Avenue in the City ("**Subject Property**"); and

WHEREAS, in connection with the approval of the final plat for the PUD, Taylor Morrison of Illinois, Inc. ("**Developer**"), agreed to construct certain public improvements, including, without limitation, sanitary sewer, water main, storm sewer, catch basins, paving, grading and erosion control, lighting, landscaping, and other miscellaneous public improvements (collectively, the "**Public Improvements**"), and posted a performance bond in the amount of \$2,931,078.00 to secure the completion of the Public Improvements ("**Performance Security**"); and

WHEREAS, Developer has: (i) certified that it has completed the construction of approximately 85 percent of the Public Improvements; and (ii) requested that the City reduce the amount of the Performance Security to \$730,504.00; and

WHEREAS, the Department of Public Works and Engineering has inspected the Public Improvements at the Subject Property and recommends that the Performance Security be reduced to \$730,504.00; and

WHEREAS, the City Council has determined that it is in the best interest of the City to reduce the Performance Security in accordance with the provisions of this Resolution;

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: LEGAL DESCRIPTION. The Subject Property is legally described as follows:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE DES PLAINES VALLEY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD, NOW THE UNION PACIFIC RAILROAD, AND THE WEST LINE OF THE RIGHT OF WAY OF THE FORMER FEEHANVILLE BRANCH OF THE CHICAGO AND NORTHWESTERN RAILROAD, WHICH WEST LINE IS 100 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 17; THENCE SOUTH ON THE WEST RIGHT OF WAY LINE OF SAID FEEHANVILLE BRANCH OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, A DISTANCE OF 512.44 FEET TO A POINT; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 597.14 FEET TO A POINT ON THE EASTERLY LINE OF THE NORTHWEST HIGHWAY, AS DEDICATED AND OCCUPIED; THENCE NORTHWESTERLY ON THE EASTERLY LINE OF SAID NORTHWEST HIGHWAY TO THE WESTERLY LINE OF THE SOUTHERLY LINE OF SAID DES PLAINES VALLEY RAILROAD; THENCE NORTHEASTERLY ON THE SOUTHERLY LINE OF SAID DES PLAINES VALLEY RAILROAD, AFORESAID, A DISTANCE OF 803.74 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL2:

THE NORTH 6.0 FEET OF THE FOLLOWING DESCRIBED TRACT;

THAT PART OF THE WEST 1/2 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE RIGHT OF WAY OF THE FEEHANVILLE BRANCH OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, WHICH WEST LINE IS 100.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 17, 512.44 FEET SOUTH OF THE SOUTHERLY LINE OF THE DES PLAINES VALLEY RAILROAD, NOW THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS MEASURED ON THE WEST LINE OF SAID FEEHANVILLE BRANCH OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, RIGHT OF WAY; THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE OF THE FEEHANVILLE BRANCH, A DISTANCE OF 597.14 FEET TO A POINT ON THE EASTERLY LINE OF THE NORTHWEST HIGHWAY AS DEDICATED AND OCCUPIED;

THENCE SOUTHEASTERLY ON THE EASTERLY AND NORTHEASTERLY LINE OF SAID NORTHWEST HIGHWAY TO THE WEST LINE OF THE RIGHT OF WAY OF SAID FEEHANVILLE BRANCH; THENCE NORTH ON THE WEST LINE OF SAID FEEHANVILLE BRANCH, A DISTANCE OF 683.86 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE WEST 1/2 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 100.00 FEET OF THE WEST 1/2 OF SAID SECTION 17 (BEING THE WEST LINE OF THE FEEHANVILLE BRANCH OF THE CHICAGO AND NORTHWESTERN RAILROAD) WITH THE SOUTHERLY LINE OF THE UNION PACIFIC RAILROAD (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD-DES PLAINES VALLEY LINE) BEING A LINE 50.0 FEET SOUTHERLY OF THE CENTER BETWEEN MAIN TRACKS OF SAID RAILROAD; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 518.44 FEET FOR A POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE DRAWN AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 307.98 FEET; THENCE SOUTH 44 DEGREES 58 MINUTES 54 SECONDS WEST, A DISTANCE OF 87.65 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 346.02 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 17; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 17, A DISTANCE OF 62.0 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE EAST 7.0 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL4:

THAT PART OF THE WEST 1/2 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF LOT 3 OF THE COUNTY CLERK'S DIVISION OF THE UNSUBDIVIDED LAND IN THE NORTH PART OF SAID SECTION 17 LYING NORTH OF THE RAILROAD, THE PLAT OF WHICH WAS RECORDED SEPTEMBER 12, 1888 AS DOCUMENT NO. 1003451, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 100.00 FEET OF THE WEST 1/2 OF SAID SECTION 17 (BEING THE WEST LINE OF THE FEEHANVILLE BRANCH OF THE CHICAGO AND NORTHWESTERN RAILROAD) WITH THE SOUTHERLY LINE OF THE UNION PACIFIC RAILROAD (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD-DES PLAINES VALLEY LINE), BEING A LINE 50.0 FEET SOUTHERLY OF THE CENTER BETWEEN MAIN TRACKS OF SAID RAILROAD; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 518.44 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE DRAWN AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 100.0 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 17, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 17, A DISTANCE OF 164.30 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3 IN THE COUNTY CLERK'S DIVISION, AFORESAID; THENCE SOUTH 87 DEGREES 21 MINUTES, 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 3 AND SAID LINE EXTENDED WEST, A DISTANCE OF 15.52 FEET TO A POINT 8.5 FEET EASTERLY, AS MEASURED RADIALLY AND AT RIGHT ANGLES TO THE CENTER LINE OF SPUR TRACK, ICC NO. 198 OF THE CHICAGO AND NORTHWESTERN RAILROAD, AS PREVIOUSLY LOCATED; THENCE NORTHERLY ALONG A LINE PARALLEL WITH AND 8.50 FEET EASTERLY OF THE CENTER LINE OF SAID SPUR TRACK TO A POINT ON A LINE DRAWN 175.0 FEET NORTH, MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 3; THENCE SOUTH 87 DEGREES 21 MINUTES 20 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 16.08 FEET TO A POINT 10.0 FEET SOUTHEASTERLY, MEASURED RADIALLY, OF THE CENTER LINE OF SPUR TRACK, ICC NO. 116-A AS PREVIOUSLY LOCATED, SAID POINT BEING 5.50 FEET EAST OF THE WEST LINE OF SAID LOT 3; THENCE NORTHEASTERLY ALONG SAID LINE PARALLEL WITH AND 10.0 FEET SOUTHEASTERLY OF THE CENTER LINE OF SAID SPUR TRACK TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE UNION PACIFIC RAILROAD, AS AFORESAID; THENCE WESTERLY ALONG SAID RAILROAD RIGHT OF WAY LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM PARCEL 4:

THAT PART OF THE NORTHWEST 1/4 AND THAT PART OF THE WEST 415 FEET OF LOT 3 IN COUNTY CLERK'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 3 EXTENDED WEST, A DISTANCE OF 16.45 FEET TO A POINT DISTANT 8.5 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF SPUR TRACK I. C. C. NO. 198 OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED FOR THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTHEASTERLY ALONG A LINE 8.5 FEET EASTERLY AND PARALLEL WITH THE CENTER LINE OF SPUR TRACK I. C. C. NO. 198, A DISTANCE OF 80.48 FEET; THENCE NORTHEASTERLY ALONG A CURVED LINE (DISTANT 8.5 FEET EASTERLY, MEASURED RADially, FROM THE CENTER LINE OF SAID SPUR TRACK I. C. C. NO. 198 AND SAID CENTER LINE EXTENDED, NORTHEASTERLY) CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 408.22 FEET, AN ARC DISTANCE OF 101.26 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND DISTANT 175 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF SAID LOT 3; THENCE WESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 19 FEET MORE OR LESS TO A POINT 9 FEET SOUTHEASTERLY, MEASURED RADially, FROM THE CENTER LINE OF SPUR TRACK I. C. C. NO. 116-A OF SAID CHICAGO AND NORTH WESTERN RAILWAY COMPANY, SAID POINT BEING 2.25 FEET EASTERLY FROM THE WEST LINE OF SAID LOT 3; THENCE SOUTHWESTERLY ALONG A CURVED LINE (PARALLEL WITH THE CENTER LINE OF SAID SPUR TRACK I. C. C. NO. 116-A), CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 719.39 FEET, AN ARC DISTANCE OF 157.35 FEET; THENCE CONTINUING SOUTHWESTERLY ALONG A LINE PARALLEL WITH AND DISTANT 9 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF SAID SPUR TRACK I. C. C. NO. 116-A, A DISTANCE OF 23 FEET MORE OR LESS TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 3; THENCE EASTERLY ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 13 FEET, MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINS: 09-17-100-009-0000, 09-17-100-032-0000, 09-17-100-053-0000, 09-17-100-054-0000, 09-17-100-055-0000, 09-17-1000-056-0000, 09-17-100-057-0000, 09-17-203-024-0000, 09-17-203-034-0000, 09-17-100-029-0000.

SECTION 3: REDUCTION OF PERFORMANCE SECURITY. In accordance with

Section 13-2-8 of the City Code, the City Council hereby authorizes the reduction of the

Performance Security to the amount of \$730,504.00, which amount will be retained by the City to secure the completion of the uncompleted Public Improvements by the Developer.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2016

APPROVED this ____ day of _____, 2016

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Reduction of PUD Public Improvement Surety Colfax Crossing 300 Western Ave



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: September 13, 2016
 To: Michael Bartholomew, City Manager
 From: Michael McMahon, Director of Community and Economic Development *mm*
 Cc: Elected Officials
 Subject: Local Technical Assistance (LTA) for City of Des Plaines Comprehensive Plan

Issue: The Comprehensive Plan is the City of Des Plaines’ official policy guide to future land use, development, and conservation within the community over the next ten to fifteen years. It provides guidance for current and future transportation and community facilities, while placing emphasis in land use, redevelopment, transportation and urban design issues within the City. It sets forth the vision, goals, objectives, policies, and guidelines intended to direct the present and future physical, social and economic development that occurs within the City. The City originally adopted its first official Comprehensive Land Use Plan in 1958, and subsequently updated the Comprehensive Land Use plan throughout the years to address recently annexed properties, new and emerging development trends, and changing land use conditions within the City.

Analysis: Unlike other City codes and ordinances which are adopted as enforceable law, a Comprehensive Plan is an advisory tool to be consulted and considered by the Planning and Zoning Board, City Council and Staff when land use changes and capital facilities are proposed.

On June 24, 2015, the City of Des Plaines applied to the Local Technical Assistance program through the Chicago Metropolitan Agency for Planning (CMAP) for assistance in preparing a new Comprehensive Plan. Through the program, CMAP will develop a new Comprehensive Plan for the City. The total project cost is \$120,000 with a local match of 20% or not to exceed \$24,000. CMAP will begin the process in November and will completed in the spring of 2018.

Recommendation: Staff recommends the City Council approve the attached Resolution authorizing Staff to enter into an Intergovernmental Agreement with Chicago Metropolitan Agency for Planning.

Attachments:
 Attachment 1: Local Technical Assistance (LTA) project scope

Exhibits:

Resolution R-152-16 - Approving Intergovernmental Agreement

Exhibit A: Intergovernmental Agreement for Des Plaines Comprehensive Plan with Chicago Metropolitan Agency for Planning



ATTACHMENT 1
Local Technical Assistance (LTA) project scope:
City of Des Plaines Comprehensive Plan

The following is an outline of steps to develop a comprehensive plan for the City of Des Plaines as part of the Chicago Metropolitan Agency for Planning’s (CMAP) Local Technical Assistance program. Through this program, CMAP will provide staff assistance to complete this project.

Approximate timeline

The following scope of work is designed to be completed in approximately 15 months; however, the timeline can change as the project progresses. The remainder of this document describes the schedule and timeline in more detail.

Steering Committee

CMAP recommends that a steering committee of similar oversight group be engaged to assist the comprehensive plan development for the City of Des Plaines. This committee may consist of ten to 12 City elected officials, staff, residents, business owners and/or other active existing groups interested in participating in this project. Additionally regional stakeholders, potentially including, MWRD, IDOT, Cook County, Cook County Forest Preserve, and RTA will be invited to participate.

Stormwater Engineering Consultant

In order to better understand the stormwater issues facing the City of Des Plaines, CMAP will secure a stormwater engineering consultant to conduct a planning-level analysis of flooding issues. Their expertise will help inform strategies for better integration of stormwater management into the comprehensive planning process. The consultant will review the background of documents and information, such as stormwater and flooding studies, which have already been conducted in and around the City of Des Plaines. CMAP will perform and the consultant will review a planning level analysis to identify areas at higher risk of urban flooding within the community. The consultant will develop concept plans for three priority areas, based on the results of the analysis and city review. The types of improvements will include the use of land use and green infrastructure solutions and will also incorporate an understanding of the existing stormwater systems to consider grey infrastructure improvements. The three concept plans will be developed with illustrations and cost estimates.

Deliverables

The final deliverable of this project will be a comprehensive plan that will be presented to the City Council for formal adoption. Interim deliverables, including an existing conditions report, a memo of key recommendations, and a draft plan, will also be produced during the project process. Themes traditionally discussed in these deliverables include: land use and development, housing, economic development, transportation, and natural resources.

Project Customization

The comprehensive plan will be tailored towards the community’s specific needs. This customization includes:

Updating the 2007 Comprehensive Plan

The City of Des Plaines has already developed a comprehensive plan that was adopted in 2007. Its intent was to provide basic direction for future land use and development patterns. The City has indicated that it would like

the development of the new Des Plaines comprehensive plan to address changes in the market and new infrastructure projects since its adoption. Additionally the plan will better align with GO TO 2040, the region's comprehensive plan which was adopted in 2010.

Consolidating recommendations from the following plans:

Five Corners Redevelopment Plan 2009

The Five Corners Redevelopment Plan of 2009 centers around the redevelopment of 70-acres of land near Rand and River Roads.

Oakton-Elmhurst Subarea Plan 2009

The Oakton-Elmhurst Corridor Study of 2009 recommends four distinct subarea planning districts, Elmhurst Road District, Oakton Industrial District, Oakton Retail District, and Oakton Mixed-Use District. Priority actions include creating a park management plan, outlining a redevelopment strategy for the Oakton Retail District, and establishing organizational relationships and entities.

Cumberland Transit Oriented Development Plan 2011

The Cumberland Station Transit Oriented Development Plan of 2011 is intended to guide and spur transit-supportive development around the Cumberland Metra Station (UP-NW Line). Specific goals include encouraging growth around the station area, improving circulation and pedestrian access, and supporting development and expansion of existing businesses.

Sustainability Report 2011

The Des Plaines Sustainability Report of 2011 prioritizes reducing energy consumption, reducing reliance on personal vehicles, protecting the local water supply, and adopting sustainable business practices to promote a sustainable community.

Active Transportation Plan 2011

Active Transportation Alliance's 2011 plan for Des Plaines includes the following recommended policies: Safe Routes to School to encourage walking and biking, Complete Streets Policy, Safe Park Zones, formal adoption of the Des Plaines Unified Development Ordinance of 2010, Bike Lane Parking Ordinance, Bikeway Maintenance Policy, Crossing Guard Location Standards, Distracted Driver Ordinance, and Snow Clearing Ordinance.

Lower Des Plaines River Detailed Watershed Plan 2011

In 2011, the Metropolitan Water Reclamation District of Greater Chicago completed a watershed plan for the Lower Des Plaines River. Unlike other watershed plans that primarily focus on water quality objectives, the MWRD detailed watershed plans document stormwater problem areas, estimate damages associated with regional stormwater problems, and evaluate potential solutions. The plan makes several recommendations to address regional stormwater problems within Des Plaines.

Apache Park Neighborhood Plan 2014

Adopted in 2014, the Apache Park Neighborhood Plan lays out recommendations for the southeastern neighborhood in Des Plaines to improve existing park space (Apache Park), enhance pedestrian connections to local and regional open space amenities, stabilize the existing housing stock, and improve public safety through improvements to public and private spaces.

Des Plaines River Communities Green Infrastructure Mapping 2015

Working with 14 communities along the Des Plaines River, Chicago Wilderness identified natural resources opportunities, threats, and priorities. The resulting natural resource maps highlight key areas of existing green

infrastructure and opportunities to expand, connect, restore, and manage these resources within the City of Des Plaines.

Proposed tasks:

(Please note: the timing of project steps mentioned below is approximate and subject to change.)

Step 1 – Project Initiation (November 2016)

The planning process will begin during the first few months of the project, with meetings and other discussions between CMAP staff and appropriate City staff, commissions, committees, and other groups. These can include:

- **Meetings and discussions with City staff.** Discussions of near-term timelines, as well as existing plans, studies, reports, and GIS and other data.
- **Initial Steering Committee meeting.** The purpose of this meeting is to introduce the steering committee members to each other, as well as to discuss the committee’s expectations for the project.

Step 2 – Community Outreach and Engagement (Ongoing)

As mentioned above, where appropriate this project will utilize the products of community outreach and engagement previously conducted on behalf of the previously listed plans, with the aim of avoiding unnecessary duplication (and potential planning fatigue in the community), along with freeing up project resources for allocation to other areas of plan development. Given the community demographics and Des Plaines significant Latino population, outreach materials will be provided in both languages (English and Spanish), and a Spanish translator will be available at public meetings. In light of this approach, likely community engagement activities include—but are not limited to—the following:

- Once the kick-off activities discussed in Step 1 – Project Initiation are complete, project staff will conduct **key stakeholder interviews with individuals or organizations.**
- Following key stakeholder interviews, **focus groups** with particular segments of the City’s population, including—but not limited to—employers, business community, and /or visitors to Des Plaines to better understand specific issues.
- Three **public meetings** will occur throughout the project; it is anticipated that the first one to kick-off the project and receive initial feedback around the City’s assets and challenges, a second public meeting focused on the vision and goals, and an open house to present the draft plan.
- CMAP will host a project website that will describe the project, host all interim deliverables after review by the steering committee, and provide key public outreach dates and locations.
- Possible use of an **interactive website** (Metroquest) allowing public input (for an example of its use, see <http://elmwoodparkp1.metroquest.com/>).
- Updates at Planning and Zoning Commission or City Council meetings.

Step 3 – Existing Conditions Report (November 2016 – May 2017)

An important interim product of the comprehensive plan is the **existing conditions report**. A draft of the report will be prepared between Month 1 and Month 6 and will be presented to staff and the steering committee in

Month 6 or 7 for review and subsequent public distribution via the project website. The report will describe existing conditions in the municipality, and will include sections on:

- History and regional context
- Previous studies, reports, and plans
- Summaries of community outreach results to date
- Community facilities and services
- Land use and development
- Housing and population
- Economic assessment
- Transportation
- Natural environment, including a focus on stormwater management

Deliverable: An existing conditions report which includes charts, maps, and other graphics to support the text description of the topics listed above. It is a stand-alone product which will be an appendix to the final report.

Step 4 - Vision Development and Key Recommendations (May 2017 – July 2017)

In order to develop a shared vision of the community's future, a public meeting will be held to help identify common goals and visions in the community. Based on this workshop, CMAP staff will draft the vision statement and general principles to be accomplished through the project. CMAP will also identify implementation activities based upon the existing conditions, the goals and objectives of the GO TO 2040 Plan, the results of the previous plan studies and reports, and community and City Council input obtained at the public visioning workshop. CMAP will prepare a **memo describing the vision and key recommendations** that are expected to be contained in the final plan. This document will be provided to City staff and the steering committee for review and discussion in Month 8 or 9. The purpose of this step is to provide the steering committee members with a summary of key recommendations before much time is spent writing them up in detail; if there are significant problems with any elements of the plan, they should surface at this point.

Deliverable: A memo summarizing the general vision and goals and key recommendations that will be made in the plan to achieve the vision, based on existing conditions findings and stakeholder involvement. It will be approximately 4 pages in length. This will be an internal working document containing initial ideas, and is not meant for public distribution.

Step 5 – Draft Plan Preparation (August 2017 – November 2017)

The next step, after reaching consensus on the key recommendations, is to put together the **draft plan**. This will occur primarily between Month 10 and Month 14, with a draft expected to be sent to City staff and steering committee members for review in Month 14. This draft plan will be revised based on City staff and steering committee comments, creating a revised plan.

The plan will likely include the following chapters:

- Introduction
- Challenges and Opportunities (summarizing the key conclusions of the existing conditions reports and the public engagement process)
- Vision, Goals, and Objectives
- Recommendations (broken into sections such as land use, housing, economic development, transportation, community, and others)
- Implementation (focusing on activities to be undertaken within the following two years to advance the plan's implementation)

Deliverable: The plan will include text recommendations for action, with support from graphics and maps. It also will include language concerning implementation, including descriptions of actions that should be taken within the next two years to advance its recommendations.

Step 6 – Adoption (January 2018 – February 2018)

The revised plan described above will then go through **the community’s approval process**. This will likely involve a series of meetings, including an initial presentation to the Steering Committee, an open house for community feedback, and finally, consideration of adoption by the City Council. The exact order and timing of these steps will depend on the City’s preferences and standard practice. The revised plan will be further revised if necessary based on discussion at each meeting to create a final plan. This will likely occur at Month 15.

Deliverable: The format of the final plan will be the same as that of the draft plan, except with a higher quality of graphics.

Step 7 – Implementation (March 2018)

CMAP will remain involved after the plan is adopted, with the purpose of monitoring and encouraging progress on the implementation actions specified in the plan. This will be a much lower level of involvement, but may include meeting periodically with City staff, tracking and monitoring progress in accomplishing the plan’s recommendations, assisting with applications for funding for plan implementation, and similar activities.

Deliverable: Following a two year period, CMAP will assess the work that has been accomplished to date and provide the City with advice on potential next steps for the following two years.

CITY OF DES PLAINES

RESOLUTION R - 152 - 16

**A RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE
CHICAGO METROPOLITAN AGENCY FOR PLANNING.**

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

WHEREAS, the City is an Illinois home-rule municipal corporation authorized to exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, the Chicago Metropolitan Agency for Planning ("**CMAP**") serves as the comprehensive planning agency for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will Counties; and

WHEREAS, CMAP has developed a long range plan for the northeastern Illinois region, known as "GO TO 2040" and coordinates with units of local government to further than plan; and

WHEREAS, the City applied to, and was selected by, the Chicago Metropolitan Agency for Planning ("**CMAP**") for participation in the Local Technical Assistance Program ("**Program**") for assistance developing a new Comprehensive Plan ("**Services**"), which will serve as the City's official policy guide to future land use, development, and conservation for the next ten to fifteen years ("**Comprehensive Plan**"); and

WHEREAS, the City desires to enter into that certain Intergovernmental Agreement titled "Intergovernmental Agreement for Des Plaines Comprehensive Plan" with CMAP to obtain the Services ("**Intergovernmental Agreement**"); and

WHEREAS, pursuant to the terms of the Intergovernmental Agreement, the total cost of the project is not to exceed \$120,000; \$96,000 of which will be paid by CMAP funds, and \$24,000 of which will be paid by the City as a local match ("**City Share**"); and

WHEREAS, the City has appropriated funds in the Economic Development Professional Services Fund for use by the Department of Community and Economic Development to pay the City Share; and

WHEREAS, the City Council has determined that it is in the best interest of the City to participate in the Program and enter into the Intergovernmental Agreement with CMAP;

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

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

SECTION 4: AUTHORIZATION TO PAY CITY SHARE. The City Council hereby authorizes the City Manager, or his designee, to pay, pursuant to and in accordance with the Intergovernmental Agreement, the City Share.

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 _____, 2016.

APPROVED this ____ day of _____, 2016.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



Intergovernmental Agreement For Des Plaines Comprehensive Plan

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and Des Plaines, Illinois, 1420 Miner Street, Des Plaines, IL 60016, herein called the GOVERNMENTAL BODY.

Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-6 herein and any Appendices thereto.

For the GOVERNMENTAL BODY:

Signature _____ Type or Print Name of Authorized Representative _____ Date _____
Attest:

Signature _____ Type or Print Name _____ Date _____

For CMAP:

Joseph C. Szabo _____ Attest Signature _____ Date _____
Executive Director

- Part 1 Scope/Compensation/Term
Part 2 General Conditions
Part 3 Federal Conditions of Approval
Part 4 Scope of Work/Responsibilities
Part 5 Compensation for Services
Part 6. FTA Certification Regarding Lobbying

Part 1: Scope/Compensation/Term

- A. **Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY agree as specified in Part 4.
- B. **Compensation and Method of Payment.** Compensation (if any) shall be as specified in Part 5. Payment will be made within ninety (90) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds will be made electronically. CMAP certifies the following information:

Bank Name: BMO Harris

Telephone No.: 877-895-3275

Account No.: 2033876

Bank ACH Routing No.: 071000288

CMAP email address for confirmation:

accounting@cmap.illinois.gov

C. Tax Identification Number.

CMAP certifies that:

- 1. The number shown on this form is a correct taxpayer identification, **and**
- 2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified CMAP that it is no longer subject to backup withholding, **and**
- 3. It is a U.S. entity (including a U.S. resident alien).

Name of CONTRACTOR: Chicago Metropolitan Agency for Planning

Taxpayer Identification Number: 13-4331367

DUNS No.: 06-858-7112

Legal Status : Local Government

- D. **Term of Agreement.** The term of this Agreement shall be from October 1, 2016 to March 31, 2018
- E. **Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

Part 2: General Conditions

The following are general conditions of approval and procedural guidelines and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

- 1. **Complete Agreement.**

a. This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and the GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

b. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the GOVERNMENTAL BODY or to future performance of such terms or conditions and GOVERNMENTAL BODY's obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

c. CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.

d. Changes: CMAP and the GOVERNMENTAL BODY may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the GOVERNMENTAL BODY shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties. No claim by the GOVERNMENTAL BODY for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

e. Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and the GOVERNMENTAL BODY.

- i. **Chicago Metropolitan Agency for Planning Designee.** Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in the Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.
- ii. **GOVERNMENTAL BODY Designee.** Only the Mayor shall have the authority to act for and exercise any of the rights of the GOVERNMENTAL BODY, as set forth in the Agreement, subsequent to and in accordance with the authority granted the Mayor.

2. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

3. **Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. **Allowable Charges.** No expenditures or charges shall be included in the cost of the Project and no part of the money paid to CMAP shall be used for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP and the GOVERNMENTAL BODY; (ii) not directly for carrying out the Project; (iii) of a regular and continuing

nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by CMAP may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

5. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
6. **Access to Records.** CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:

- (1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The GOVERNMENTAL BODY and CMAP shall include in all subcontracts, if any, under this Agreement a provision that CMAP and the GOVERNMENTAL BODY will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

- (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

7. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.
 - a. Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.
 - b. Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost more than \$3,000 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403 (11), (currently set at \$100,000), CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$100,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures the procedures of CMAP will be used, provided that the procurement procedures conform to the provisions in Part 3 (K) below. CMAP may only procure products or services from one source

with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.

- c. **Records.** CMAP and the GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
 - d. No CMAP or GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.
8. **Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP and the GOVERNMENTAL BODY.
 9. **Method of Payment.** Project expenditures are paid directly from federal and/or state or GOVERNMENTAL BODY funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures.
 10. **Suspension.** If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with paragraph 11 hereof.
 11. **Termination.**
 - a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
 - b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that the GOVERNMENTAL BODY is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
 - c. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.
 12. **Remedies.** Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
 13. **Equal Employment Opportunity.** The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL

BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. **Small and Minority Business Enterprise.** In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
15. **Political Activity.** No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
16. **Prohibited Interest.**
 - a. No officer or employee of CMAP or the GOVERNMENTAL BODY and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.
 - b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
 - c. The GOVERNMENTAL BODY and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the GOVERNMENTAL BODY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.
17. **Conflict of Interest.** In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.
18. **Ownership of Documents/Title of Work.** All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY upon request. Upon completion of the services hereunder or at the

termination of this Agreement, all such documents, data and records shall, at the option of CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP or the GOVERNMENTAL BODY.

19. **Publication.** CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.
20. **Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the GOVERNMENTAL BODY.
21. **Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
22. **Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
23. **Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
24. **Workers' Compensation Insurance.** The GOVERNMENTAL BODY, CMAP and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.
25. **Independent Contractors.** Contractor's relationship to CMAP and the GOVERNMENTAL BODY in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under the contractor's exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor's shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
26. **Federal, State and Local Laws.** CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
27. **Hold Harmless and Indemnity.** The GOVERNMENTAL BODY shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including

attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the GOVERNMENTAL BODY, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

28. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** CMAP and the GOVERNMENTAL BODY must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
29. **International Boycott.** The GOVERNMENTAL BODY and CMAP certify that neither or any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
30. **Forced Labor.** The GOVERNMENTAL BODY and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the GOVERNMENTAL BODY under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
31. **Subcontracts.**
 - a. Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.
 - b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
 - c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.

Part 3: Federal Conditions of Approval

- A. **Standard Assurances** CMAP and the GOVERNMENTAL BODY assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA), hereinafter called the DEPARTMENT, circulars, and other federal requirements in carrying out any project supported by federal funds. The GOVERNMENTAL BODY and CMAP recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The GOVERNMENTAL BODY and CMAP agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws.
- B. **Certification Regarding Lobbying**
 1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
 - a. The lobbying restrictions of this Certification apply to the GOVERNMENTAL BODY/Grantee/Vendor requests:
 - (1) For \$100,000 or more in Federal funding for a Grant or Cooperative Agreement, and
 - (2) For \$150,000 or more in Federal funding for a Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
 - b. This Certification applies to the lobbying activities of:

- (1) GOVERNMENTAL BODY/Grantee,
 - (2) Its Principals, and
 - (3) Its Subrecipients at the first tier,
- his
2. GOVERNMENTAL BODY's/Grantee's/Vendor's authorized representative certifies to the best of or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:
- a. No Federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any Federal agency regarding the award of a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
 - b. GOVERNMENTAL BODY/Grantee/Vendor will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
 - (1) An officer or employee of any Federal agency regarding the award of a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
 - b. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
 - (1) Third party contracts,
 - (2) Subcontracts,
 - (3) Subagreements, and
 - (4) Other third party agreements under a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
3. GOVERNMENTAL BODY/Grantee/Vendor understands that:
- a. This Certification is a material representation of fact that the Federal Government relies on, and
 - b. It must submit this Certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
4. GOVERNMENTAL BODY/Grantee/Vendor also understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Nondiscrimination Assurance As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the CONTRACTOR assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1B, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of

transportation services and transportation-related benefits) for which the GOVERNMENTAL BODY or CMAP receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GOVERNMENTAL BODY OR CMAP retains ownership or possession of the project property, whichever is longer, the GOVERNMENTAL BODY and CMAP assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the GOVERNMENTAL BODY assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

D. Control of Property The GOVERNMENTAL BODY and CMAP certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.

E. Cost Principles The GOVERNMENTAL BODY and CMAP certifies that the cost principles and indirect cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E, and Appendix VII to Part 200.

F. Debarment The GOVERNMENTAL BODY and CMAP shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The GOVERNMENTAL BODY and CMAP certify that to the best of its knowledge and belief, the GOVERNMENTAL BODY and CMAP and The GOVERNMENTAL BODY and CMAP'S principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of The GOVERNMENTAL BODY and CMAP to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The GOVERNMENTAL BODY and CMAP shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that The GOVERNMENTAL BODY or CMAP knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY and CMAP shall provide immediate written notice to the DEPARTMENT if at any time The GOVERNMENTAL BODY and CMAP learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The GOVERNMENTAL BODY and CMAP agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The GOVERNMENTAL BODY and CMAP agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY and CMAP may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the GOVERNMENTAL BODY and CMAP knows the certification is erroneous. The GOVERNMENTAL BODY and CMAP may decide the method and frequency by which it determines the eligibility of its principals. The GOVERNMENTAL BODY and CMAP may, but is not required to, check the Non-procurement List. If The GOVERNMENTAL BODY and CMAP knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the GOVERNMENTAL BODY or CMAP is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

G. Audit Requirements The GOVERNMENTAL BODY and CMAP certifies that it will comply with the requirements of 2 CFR Part 200, Subpart F, which sets forth standards for obtaining consistency and uniformity for the audit of non-Federal entities expending Federal awards. In particular, Section 200.501 requires the following:

a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted except when it elects to have a program-specific audit.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Except for the provisions for biennial audits provided in paragraphs (a) and (b), audits required by this part must be performed annually. Any biennial audit must cover both years within the biennial period.

(a) A state, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

(b) Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.

(f) The audit must be completed; the data collection form described in Appendix X to Part 200 and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

(g) *Reporting package.* The reporting package must include the following:

(1) Financial statements and schedule of expenditures of Federal awards discussed in §200.510 Financial statements, paragraphs (a) and (b), respectively;

(2) Summary schedule of prior audit findings discussed in §200.511 Audit findings follow-up, paragraph (b);

(3) Auditor's report(s) discussed in §200.515 Audit reporting; and

(4) Corrective action plan discussed in §200.511 Audit findings follow-up, paragraph (c).

H. Drug Free Workplace The GOVERNMENTAL BODY and CMAP certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

I. Disadvantaged Business Enterprise Assurance In accordance with 49 CFR 26.13(a), as amended, The GOVERNMENTAL BODY and CMAP assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GOVERNMENTAL BODY and CMAP assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GOVERNMENTAL BODY and CMAP DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of The GOVERNMENTAL BODY and CMAP, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to The GOVERNMENTAL BODY and CMAP of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement

under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

- J. Assurance of Nondiscrimination on the Basis of Disability** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, The GOVERNMENTAL BODY and CMAP assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GOVERNMENTAL BODY and CMAP assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.
- K. Procurement Compliance Certification** The GOVERNMENTAL BODY and CMAP certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The GOVERNMENTAL BODY and CMAP certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.
- L. Intelligent Transportation Systems Program** As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."
1. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the GOVERNMENTAL BODY and CMAP assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.
 2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the GOVERNMENTAL BODY and CMAP assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.
- M. Davis-Bacon Act** To the extent applicable, The GOVERNMENTAL BODY and CMAP will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.
- N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)**
As required by OMB, The GOVERNMENTAL BODY and CMAP certify that it:
1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning,

management, and completion of the project.

2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

4. Will initiate and complete the work within the applicable project time periods;

5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:

- Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
- The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
- The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- Any other nondiscrimination statute(s) that may apply to the project.

- The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*

6. Will comply with all federal environmental standards applicable to the project, including but not limited to:

- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
- Notification of violating facilities pursuant to Executive Order 11738;
- Protection of wetlands pursuant to Executive Order 11990;
- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
- Protection of underground sources of drinking water under the Safe Drinking Water Act

of 1974, as amended;

- Protection of endangered species under the Endangered Species Act of 1973, as amended;
- GOVERNMENTAL BODY and CMAP /Grantee/Vendor will comply with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f");
- The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system; and
- Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.

7. Will comply with all other federal statutes applicable to the project, including but not limited to:

- As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, GOVERNMENTAL BODY and CMAP /Grantee/Vendor:
 - (1) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
 - (2) has the necessary legal authority under State and local laws and regulations to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and
 - (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
 - (3) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - (a) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
 - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 1. Displaced families or individuals, and
 2. Displaced corporations, associations, or partnerships,
 - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 1. Displaced families and individuals, and
 2. Displaced corporations, associations, or partnerships,
 - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
 - (e) GOVERNMENTAL BODY and CMAP /Grantee/Vendor will:
 1. Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
 - (f) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,

- (g) will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
- (h) will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
- (i) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
- (j) will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
- (k) will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;

(1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,

- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
- Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and
- GOVERNMENTAL BODY and CMAP /Grantee/Vendor will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
 - (1) The National Research Act, as amended, 42 U.S.C. 289 et seq., and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.

O. Energy Conservation To the extent applicable, The GOVERNMENTAL BODY and CMAP and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

- P. Clean Water** For all contracts and subcontracts exceeding \$100,000 The GOVERNMENTAL BODY and CMAP agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.
- Q. Clean Air** For all contracts and subcontracts exceeding \$100,000, The GOVERNMENTAL BODY and CMAP agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.
- R. Eligibility For Employment In The United States** The GOVERNMENTAL BODY and CMAP shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the CONTRACTOR to verify that persons employed by the GOVERNMENTAL BODY and CMAP are eligible to work in the United States.
- S. Buy America** As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- T. False Or Fraudulent Statements Or Claims** The GOVERNMENTAL BODY and CMAP acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT in connection with this Agreement, the DEPARTMENT reserves the right to impose on The GOVERNMENTAL BODY and CMAP the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the DEPARTMENT may deem appropriate. The GOVERNMENTAL BODY and CMAP agree to include this clause in all state and federal assisted contracts and subcontracts.
- U. Changed Conditions Affecting Performance.** The GOVERNMENTAL BODY and CMAP shall immediately notify the DEPARTMENT of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- V. Third Party Disputes Or Breaches** The GOVERNMENTAL BODY and CMAP agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and the DEPARTMENT reserve the right to concur in any compromise or settlement of any third party contract claim involving the CONTRACTOR. The GOVERNMENTAL BODY or CMAP will notify FTA or U.S. DOT and the DEPARTMENT of any current or prospective major dispute pertaining to a third party contract. If The GOVERNMENTAL BODY and CMAP seeks to name the DEPARTMENT as a party to the litigation, the GOVERNMENTAL BODY and CMAP agrees to inform both FTA or U.S. DOT and the DEPARTMENT before doing so. The DEPARTMENT retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the DEPARTMENT, The GOVERNMENTAL BODY and CMAP will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the DEPARTMENT's immunity to suit.
- W. Fly America** The GOVERNMENTAL BODY and CMAP will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- X. Non-Waiver** The GOVERNMENTAL BODY and CMAP agrees that in no event shall any action or inaction on behalf of or by the DEPARTMENT, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach by The GOVERNMENTAL BODY and CMAP of any terms of this Agreement or any default on the part of the GOVERNMENTAL BODY and CMAP which may then exist; and any action, including the making of a payment by the DEPARTMENT, while any such breach or default

shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

- Y. Preference for Recycled Products** To the extent applicable, The GOVERNMENTAL BODY and CMAP agree to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.
- Z. Cargo Preference Use of United States Flag Vessels.** The GOVERNMENTAL BODY and CMAP agree to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.
- AA. Performance measurement** The GOVERNMENTAL BODY and CMAP must relate financial data of this AGREEMENT to its performance accomplishments. Further, The GOVERNMENTAL BODY and CMAP must also provide cost information or a budget in Part 5 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.
- BB. Project closeout** Pursuant to CFR Part 200.343 thru 200.345, The GOVERNMENTAL BODY and CMAP must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 4 and 5, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, The GOVERNMENTAL BODY and CMAP agree that the project should then be closed no later than 360 days after receipt and acceptance by the DEPARTMENT of all required final reports.
- CC.** The GOVERNMENTAL BODY and CMAP is required to register with the System for Award Management (SAM), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If The GOVERNMENTAL BODY and CMAP does not have a DUNS number, the CONTRACTOR must register at <https://sam.gov>.
- DD. Certification Regarding Annual Fiscal Reports or Payment Vouchers** The GOVERNMENTAL BODY agrees to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the GOVERNMENTAL BODY, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

All of the requirements listed in Part 3, paragraphs A through DD apply to the federally funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

Part 4: Responsibilities/Scope of Work

The GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

- A. The project scope of work, including staffing, timelines, public engagement schedules, and commitment of other resources by CMAP or the GOVERNMENTAL BODY, will be finalized prior to beginning work. All work performed by CMAP will be consistent with the scope of work. Changes to the scope of work must be jointly agreed to by CMAP and the GOVERNMENTAL BODY.
- B. The GOVERNMENTAL BODY will provide access to all relevant data, reports, and other information that is necessary for CMAP to conduct its work. The GOVERNMENTAL BODY will allocate sufficient time by its staff and leadership to interact with CMAP on the activities in the scope of work and to review and comment on the materials produced. The GOVERNMENTAL BODY commits to participate actively in the project, make time available at relevant meetings for discussion, and involve its leadership in the project process.
- C. The GOVERNMENTAL BODY agrees actively to participate in public outreach and engagement efforts, including assisting in disseminating project and meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

CMAP and the GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:

- A. **SCOPE OF WORK.** The purpose of the project is to develop a Comprehensive Plan for the City of Des Plaines, (hereinafter "PROJECT"), and detailed in Attachment 1. The GOVERNMENTAL BODY submitted a proposal for the PROJECT under the CMAP Local Technical Assistance (LTA) program, which was approved.
- B. **PROJECT MANAGEMENT.** CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the project proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the CONSULTANT. CMAP shall require the consultant, if any; to provide GOVERNMENTAL BODY with all of the consultants' deliverables at the same time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the consultant to enable the other to attend the meetings if desired.

Part 5. Compensation for Services

The total cost of this project is not to exceed \$120,000.00. The GOVERNMENTAL BODY will be responsible for a local match of 20% of the total project cost. CMAP will invoice the GOVERNMENTAL BODY the amount of \$24,000.00, which will be paid in full by the GOVERNMENTAL BODY within ninety (90) days of receipt of the invoice. The invoice will be sent to the person listed on ATTACHMENT 2. In the event that CMAP does not receive payment by the due date listed above, CMAP reserves the right to cease work on the project until such funds are received. Should the total project cost exceed \$120,000.00, the GOVERNMENTAL BODY agrees to reimburse CMAP 20% of the cost exceeding \$120,000.00 upon closure of the project.

1. Federal Funds(CMAP)	\$ 96,000.00
2. Local Match (GOVERNMENTAL BODY)	<u>\$ 24,000.00</u>
TOTAL	\$120,000.00

Rev. 11/20/15

Part 6. FTA Certification Regarding Lobbying

FTA Certification Regarding Lobbying
(49 CFR PART 20)
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned GOVERNMENTAL BODY] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The GOVERNMENTAL BODY, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of GOVERNMENTAL BODY'S Authorized Official

Date

Name and Title of GOVERNMENTAL BODY'S
Authorized Official: _____

ATTACHMENT 2:

Invoice Information

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Return this completed form to:

Finance Department
Chicago Metropolitan Agency for Planning
233 S. Wacker Dr., Suite 800
Chicago, IL 60606



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: September 21, 2016

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

From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ADJ*
Tim Oakley, P.E., CFM, Director of Public Works and Engineering *PO*

Subject: Des Plaines River Road Reconstruction Contract 60X13- Change Order #1

Issue: During the course of the reconstruction of Des Plaines River Road additional work items were required to successfully complete the project.

Analysis: As part of the jurisdictional transfer agreement (R-78-14) that was entered into with the Illinois Department of Transportation (IDOT), the City is responsible for constructing certain improvements to the road in accordance with the approved plans and specifications. During the course of construction, unanticipated utility conflicts surfaced which resulted in additional costs not included in the original contract as well as additional work that was required to satisfy IDOT specifications with the contracted improvements.

Pursuant to the jurisdictional transfer agreement with IDOT, the Department is responsible for funding 95% of costs associated the roadway improvements as well as all change orders associated with those improvements. Below is a summary of the change order amounts for each funding code:

Fund Code	Change Order Amount
IDOT	\$600,000
Water/Sewer Fund	\$100,000

Recommendation: We recommend approval of the Des Plaines River Road Reconstruction Contract 60X13-Change Order #1 with Greco Contractors Inc., 2100 S. Mt Prospect Road, Des Plaines, Illinois, 60018 in the amount of \$700,000. Source of funding will be budgeted Water/Sewer Fund and Grant Funded Projects.

Additionally, we recommend authorizing the City Manager to enter into such additional change orders as may be necessary to account for pending force account work yet to be negotiated and approved in an aggregate amount of \$1,045,006.67, which will raise the total not to exceed amount of the contract to \$15,200,000. All additional change orders will be funded by IDOT in the same proportions as the original contract.

Attachments:

Attachment 1 – R-78-14

Resolution R-154-16

Exhibit A – Change Order #1

CITY OF DES PLAINES

RESOLUTION R - 78 - 14

A RESOLUTION APPROVING THE EXECUTION OF AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION REGARDING THE RECONSTRUCTION AND JURISDICTIONAL TRANSFER OF DES PLAINES RIVER ROAD.

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

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

WHEREAS, on October 21, 2013, by Resolution R-161-13, the City Council approved a Letter of Intent with the Illinois Department of Transportation ("**IDOT**") for the reconstruction and jurisdictional transfer of Des Plaines River Road between Rand Road and Touhy Avenue in two phases ("**Project**"); and

WHEREAS, IDOT has completed plans for the reconstruction of Des Plaines River Road between Touhy Avenue and Algonquin Avenue, which is the first phase of the Project ("**Phase I**"); and

WHEREAS, prior to the commencement of Phase I, IDOT desires to enter into an agreement with the City, which agreement provides, among other things, that: IDOT will bear the cost of reconstructing River Road; IDOT and the City will share the cost of installing traffic signals and certain other work, including the construction and installation of sidewalk, roadway lighting, water main, and curb and gutter; the City will let and manage all construction work; and IDOT will transfer jurisdiction of River Road to the City upon completion and acceptance of the work ("**Agreement**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement with IDOT and to authorize staff to let Phase I of the Project;

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

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

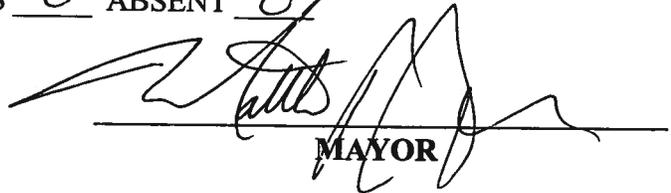
SECTION 4: AUTHORIZATION TO LET PHASE I. The City Council hereby authorizes City staff to let Phase I of the Project.

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

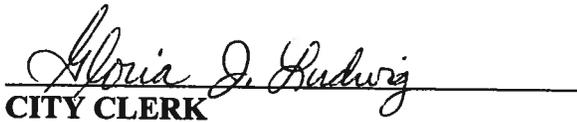
PASSED this 5th day of May, 2014.

APPROVED this 5th day of May, 2014.

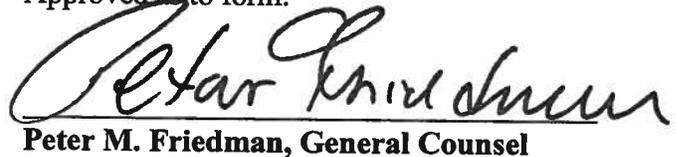
VOTE: AYES 8 NAYS 0 ABSENT 0


MAYOR

ATTEST:


CITY CLERK

Approved as to form:


Peter M. Friedman, General Counsel

Legal\Res\2014\DP-Resolution Approving Local Agency Agreement with IDOT for River Rd

#29027588_v2

FAU Route 2710
Des Plaines River Road
State Sections: 1213 & 3222R and 1213R
Cook County
Job Nos.: C-91-016-14 and C-91-285-01
Contract Nos.: 60X13 and 62267
JN-114-544

AGREEMENT

This AGREEMENT entered into this 17th day of June, 2014
A.D., by and between the STATE OF ILLINOIS, acting by and through its
DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the
CITY OF DES PLAINES of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and ensure safety
to the motoring public, is desirous of improving Des Plaines River Road from Touhy
Avenue to north of Algonquin Road (State Section: 1213 & 3222R, Job No.: C-91-
016-14, Contract No.: 60X13) and from north of Algonquin Road to U.S. Route 12
(Rand Road) (State Section: 1213R, Job No.: C-91-285-01, Contract No.: 62267),
hereinafter referred to as the IMPROVEMENTS, by making the following
improvements:

CONTRACT 60X13

STATE Section 1213 & 3222R

State Job Number C-91-016-14

Exhibit A

Approximately 7,808 lineal feet of pavement reconstruction and pavement widening of Des Plaines River Road from north of Touhy Avenue to north of Algonquin Road to provide a continuous two 10.5' and variable width through lanes in each direction separated by thermoplastic pavement marking complete with 11' left turn lanes at various intersections. Portions of the roadway will have an 11' wide paved median. Also to be included will be highway lighting, new storm sewer installation, and sidewalk replacement. Traffic signals will be modernized at the intersections of Oakton St. and Algonquin Road complete with emergency vehicle preemption. The City of Des Plaines will have a new watermain installed as part of this project for the entire length of the improvement.

CONTRACT 62267

STATE Section 1213R

State Job Number C-91-285-01

Approximately 14,238 lineal feet of pavement reconstruction and pavement widening of Des Plaines River Road from north of Algonquin Road to north of Rand Road to provide continuous two 10.5' and variable width through lanes in each direction separated by thermoplastic pavement marking complete with 11' left turn lanes at various intersections. Portions of the roadway will have an 11' wide paved median. Also to be included will be highway lighting; new storm sewer installation; and sidewalk replacement. Traffic signals will be modernized at the intersections of US 14 (Miner St.), Pearson St., Perry St., Elk Boulevard, US 12 (Rand Rd); at US 14 (Miner St.) complete with emergency vehicle preemption. And new traffic signals will be installed at the intersection of US 14 (Miner St.) and Busse Highway.

Exhibit A

US 14 (Miner St.), Elk Boulevard, and US 12 (Rand Road) at the intersection of DPRR will be reconstructed.. These streets will also have new roadway lighting.

Three retaining walls will be built along the Cook County Forest Preserve Property. The Old Weller Creek double 9' x 6' Box Culvert will be extended.

The City of Des Plaines will have a new watermain installed as part of this project for the entire length of the improvement.; and

WHEREAS, the CITY is desirous of said IMPROVEMENTS in that same will be of immediate benefit to the CITY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to obtain all rights of way (at its sole cost and expense), make all surveys, and prepare all plans and specifications necessary for the construction of the IMPROVEMENTS.
2. The CITY agrees to let and award the contract for the construction of the IMPROVEMENTS and procure construction observation services from an engineering consultant to assure that the IMPROVEMENTS are constructed in accordance with the approved plans, specifications, and construction contract.

3. The CITY and the STATE will share the costs for all engineering services and construction work necessary to complete the IMPROVEMENTS (collectively, the "IMPROVEMENT COSTS") in accordance with the cost proration set forth in Exhibit A attached to and, by this reference, made a part of this AGREEMENT.
4. The STATE's share of the IMPROVEMENT COSTS will not exceed \$24,110,000.00. Any increase in the STATE's maximum financial participation must be requested in writing and approved prior to any expenditure. Any construction change orders or balancing of quantities for work that is included in the as let plans, do not need approval by the STATE.
5. Upon execution of this AGREEMENT, award of the construction contract for Contract 60X13, and receipt of an invoice from the CITY, the STATE will immediately pay the CITY an amount equal to 95% of the STATE's share of the IMPROVEMENT COSTS under Contract 60X13, which STATE share will be determined in accordance with Exhibit A attached to this AGREEMENT. Upon completion of the IMPROVEMENTS under Contract 60X13, the STATE will immediately pay to the CITY the remainder of of the STATE's share of the IMPROVEMENT COSTS under Contract 60X13, including without limitation any amounts that the STATE may owe the CITY pursuant to change orders issued in accordance with Section 4 of this AGREEMENT, which payment will be based upon final construction and construction engineering costs.

Upon execution of this AGREEMENT, award of the construction contract for Contract 62267, and receipt of an invoice from the CITY, the STATE will immediately pay the CITY an amount equal to 95% of the STATE's share of the

Exhibit A

IMPROVEMENT COSTS under Contract 62267, which STATE share will be determined in accordance with Exhibit A attached to this AGREEMENT. Upon completion of the IMPROVEMENTS under Contract 62267, the STATE will immediately pay to the CITY the remainder of of the STATE's share of the IMPROVEMENT COSTS under Contract 62267, including without limitation any amounts that the STATE may owe the CITY pursuant to change orders issued in accordance with Section 4 of this AGREEMENT, which payment will be based upon final construction and construction engineering costs.

6. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A.
7. The CITY and the STATE hereby agree that, upon award of the respective contracts for the IMPROVEMENTS, the STATE will transfer jurisdiction to the CITY over that portion of Des Plaines River Road described in the Local Agency-State Jurisdictional Transfer documents, attached hereto as "Exhibit B", "Exhibit C", and "Exhibit D", which are made a part hereof.
8. The disposition of encroachments on STATE Right Of Way will be cooperatively resolved with representatives from the CITY and the STATE.
9. The CITY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, approving the plans and specifications as prepared.

Exhibit A

10. The CITY shall maintain, for a minimum of 3 years after the completion of the IMPROVEMENTS, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT. All books, records, and supporting documents related to the IMPROVEMENTS shall be available for review and audit by the Auditor General and other STATE Auditors. The CITY agrees to cooperate fully with an audit conducted by the Auditor General and other STATE Auditors and to provide full access to all relevant materials.
11. The CITY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the Illinois Department of Transportation.
12. The CITY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CITY shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of STATE assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the STATE deems appropriate.
13. The CITY shall exercise its franchise rights to cause private utilities, not located on STATE Right Of Way and in conflict with the IMPROVEMENTS, to be relocated, if required, at no expense to the STATE. The STATE agrees to exercise its permits rights to cause private utilities, located on STATE Right Of Way and in conflict with the IMPROVEMENTS, to be relocated, if required, at no expense to the STATE or CITY.

Exhibit A

14. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

15. All CITY owned utilities which are to be relocated/adjusted under the terms of this AGREEMENT, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).

16. Upon final field inspection of the IMPROVEMENTS, the STATE agrees to continue its existing maintenance responsibilities on roadways under its jurisdiction, in their entities, except as noted hereinafter and those portions of roadways included as part of the jurisdictional transfers included herein.

17. Upon final field inspection of the IMPROVEMENTS, the CITY agrees to maintain or cause to be maintained those portions of the IMPROVEMENTS which are not maintained by the STATE, including all sidewalks, CITY owned utilities including appurtenances thereto and highway lighting including furnishing the electrical energy thereof.

The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of

all STATE routes included as part of the IMPROVEMENTS. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the CITY unless there is an agreement specifying different responsibilities.

18. Upon completion of the IMPROVEMENTS, the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Des Plaines River Road @ Touhy Avenue		
STATE Share	(50)%	(50)%
CITY Share	(50)%	(50)%
Maint. Resp. = STATE		

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Des Plaines River Road @ Oakton Street		
STATE Share	(0)%	(0)%
CITY Share	(75)%	(75)%
Cook County	(25)%	(25)%
Maint. Resp. = CITY		

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Des Plaines River Road @ Algonquin Road		
STATE Share	(0)%	(0)%
CITY Share	(100)%	(100)%
Maint. Resp. = CITY		

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
U.S. Route 14 @ Des Plaines River Road		
STATE Share	(50)%	(50)%
CITY Share	(50)%	(50)%
Maint. Resp. = STATE		

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Des Plaines River Road @ Pearson/River Street		
STATE Share	(0)%	(0)%
CITY Share	(100)%	(100)%
Maint. Resp. = STATE		

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Des Plaines River Road @ Perry Street		
STATE Share	(0)%	(0)%
CITY Share	(100)%	(100)%
Maint. Resp. = STATE		

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
U.S. Route 12 (Elk Blvd.) @ Des Plaines River Road		
STATE Share	(75)%	(75)%
CITY Share	(25)%	(25)%
Maint. Resp. = STATE		

It is mutually agreed that the actual traffic signal maintenance will be performed by the respective agency as indicated above, either with its own forces or through an ongoing contractual agreement.

For those traffic signal locations where the STATE shall perform the maintenance, the STATE agrees to bill the CITY for its proportionate share of the traffic signal maintenance costs on a three-month basis. The amount billed shall be the actual costs incurred that are the responsibility of the City, less any third party damage claims received during the billing period for repair of traffic signals. Any proposed

expenditures in excess of \$5,000 for repair of damage to any single traffic signal installation must be approved by the billed party before the expenditure is made.

For those traffic signal locations where the STATE shall perform the maintenance, the STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The CITY agrees to pay their proportionate share of this cost as billed by the local power company.

The STATE retains the right to control the sequence and timing of the traffic signals.

Payment by the STATE and/or the CITY of any or all of its share of maintenance and energy costs is contingent upon the STATE and/or the CITY receiving adequate funds in its annual appropriation.

19. The STATE and the CITY entered into a Master Traffic Signal Agreement on October 3, 2011 outlining maintenance and energy responsibilities for traffic signals located within the CITY. In the near future, the STATE and the CITY agree to enter into an Addendum Agreement to the Master Traffic Signal Agreement outlining the revised maintenance and energy responsibilities as stated above.

20. The STATE's Electrical Maintenance Contractor shall maintain the "Emergency Vehicle Pre-Emption System" equipment, located at the traffic signal modernization to be maintained by the STATE. The STATE's Electrical Maintenance Contractor shall invoice the CITY for the maintenance costs related to the maintenance of the "Emergency Vehicle Pre-Emption System" equipment. The CITY shall maintain the emitters and associated appurtenances at its own expense. The emitters shall be

maintained and tested by the CITY in accordance with the recommendations of the manufacturer. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals then the CITY agrees to be financially responsible for its share of the traffic signals and all costs to relocate or reconstruct the emergency vehicle pre-emption equipment in conjunction with the STATE's proposed improvement, subject to CITY Council appropriation.

21. The CITY agrees to ensure that minority business enterprises, as defined in 49 CFR, Part 23, have the maximum opportunity to participate related to the maintenance of the "Emergency Vehicle Pre-Emption System" equipment.

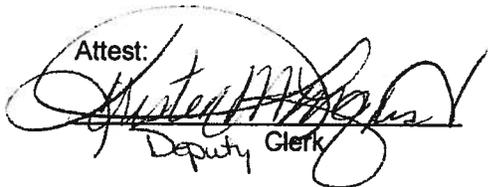
22. It is mutually agreed that the STATE's Electrical Maintenance Contractor will send to the CITY an itemized invoice covering the actual cost for the maintenance of the "Emergency Vehicle Pre-Emption System" equipment during the preceding period. The CITY agrees to pay the STATE's Electrical Maintenance Contractor uncontested amounts by certified check not later than 45 days after receipt of the invoice.

23. The CITY agrees that in the event any work is performed by other than CITY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.

Obligations of the STATE and the CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the City of Des Plaines City Council, the Illinois General Assembly, or the Federal funding source fails to appropriate or otherwise make available funds for this contract.

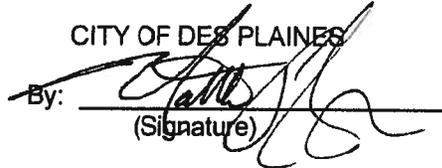
This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This AGREEMENT shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

Attest:

Deputy Clerk

(SEAL)

CITY OF DES PLAINES

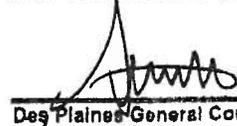
By: 
(Signature)

By: Matthew Bogusz

Title: Mayor

Date: 5-16-14

APPROVED AS TO FORM ONLY

 5/13/14
Des Plaines General Counsel Dated

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: Ann L. Schneider
Ann L. Schneider
Secretary of Transportation

Date: 6/17/14

By: Omer A. Osman
Omer A. Osman
Director of Highways/Chief Engineer

Date: 6/17/14

By: Tony Small
Tony Small
Director - Finance & Administration

Date: 6/13/14

By: Michael A. Forti
Michael A. Forti
Chief Counsel

Date: 6/11/14

Job Nos. :C-91-016-14 and C-91-285-01
Agreement No. JN-114-544

Exhibit A

TIN CERTIFICATION

The CITY certifies that:

The number shown on this form is the CITY's correct taxpayer identification number (or the CITY) is waiting for a number to be issued to them), and

The CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding , and

The CITY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number: 36-6005849

Legal Status

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| | <input type="checkbox"/> D= Disregarded entity |
| | <input type="checkbox"/> C= Corporation |
| | <input type="checkbox"/> P= Partnership |

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of Des Plaines River Road, State Sections: 1213 & 3222R and 1213R, the CITY agrees to that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein.

Approved _____

Title _____

Date _____

**Contract 60X13 EXHIBIT A
ESTIMATE OF COST & PARTICIPATION**

TYPE OF WORK	STATE		CITY		TOTAL
	COST	%	COST		
All roadway work excluding the following	\$8,410,000	100%		NA%	\$8,410,000
Construction Engineering (10%)	\$841,000	100%		NA%	\$841,000
TRAFFIC SIGNALS					
Des Plaines River Road at Oakton Street	\$232,750	95%	\$12,250	5%	\$245,000
Construction Engineering (10%)	\$23,275	95%	\$1,225	5%	\$24,500
Emergency Vehicle Preemption Equipment		NA%	\$6,000	100%	\$6,000
Construction Engineering (10%)		NA%	\$600	100%	\$600
Des Plaines River Road at Algonquin Road	\$45,000	90%	\$5,000	10%	\$50,000
Construction Engineering (10%)	\$4,500	90%	\$500	10%	\$5,000
Emergency Vehicle Preemption Equipment		NA%	\$6,000	100%	\$6,000
Construction Engineering (10%)		NA%	\$600	100%	\$600
OTHER WORK					
City Requested Sidewalk	\$32,000	80%	\$8,000	20%	\$40,000
Construction Engineering (10%)	\$3,200	80%	\$800	20%	\$4,000
Roadway Lighting		NA%	\$222,000	100%	\$222,000
Construction Engineering (10%)		NA%	\$22,200	100%	\$22,200
City Watermain		NA%	\$2,800,000	100%	\$2,800,000
Construction Engineering (10%)		NA%	\$280,000	100%	\$280,000
City requested Curb and Gutter		NA%	\$130,000	100%	\$130,000
Construction Engineering (10%)		NA%	\$13,000	100%	\$13,000
TOTAL	\$9,591,725		\$3,508,175		\$13,099,900

NOTE: The cost participation shall be predicated upon the percentages shown above for the specified work. The actual cost participation shall be determined by multiplying the final quantities times contract unit prices, plus 10% for construction engineering unless otherwise noted.

**Contract 62267 EXHIBIT A (Continued)
ESTIMATE OF COST & PARTICIPATION**

TYPE OF WORK	STATE		CITY		TOTAL
	COST	%	COST		
All roadway work excluding the following	\$8,410,000	100%		NA%	\$8,410,000
Construction Engineering (10%)	\$841,000	100%		NA%	\$841,000
TRAFFIC SIGNALS					
Des Plaines River Road at U.S. Route 14 (Miner Street)	\$240,000	100%		NA%	\$240,000
Construction Engineering (10%)	\$24,000	100%		NA%	\$24,000
Des Plaines River Road at Pearson Street	\$216,000	90%	\$24,000	10%	\$240,000
Construction Engineering (10%)	\$21,600	90%	\$2,400	10%	\$24,000
Des Plaines River Road at Perry Street	\$223,920	93.3%	\$16,080	6.7%	\$240,000
Construction Engineering (10%)	\$22,392	93.3%	\$1,608	6.7%	\$24,000
Des Plaines River Road at Elk Boulevard	\$240,000	100%		NA%	\$240,000
Construction Engineering (10%)	\$24,000	100%		NA%	\$24,000
Des Plaines River Road at Lee Street	\$240,000	100%		NA%	\$240,000
Construction Engineering (10%)	\$24,000	100%		NA%	\$24,000
Des Plaines River Road at U.S. Route 12 (Rand Road)	\$240,000	100%		NA%	\$240,000
Construction Engineering (10%)	\$24,000	100%		NA%	\$24,000
U.S. Route 14 (Miner Street) at Pearson	\$216,000	90%	\$24,000	10%	\$240,000
Construction Engineering (10%)	\$21,600	90%	\$2,400	10%	\$24,000
U.S. Route 14 (Demster Street) at Busse Road					
Construction Engineering (10%)					
Emergency Vehicle Preemption Equipment for all Traffic Signals		NA%	\$40,000	100%	\$40,000
Construction Engineering (10%)		NA%	\$4,000	100%	\$4,000
OTHER WORK					
City Requested Sidewalk	\$41,600	80%	\$10,400	20%	\$52,000
Construction Engineering (10%)	\$4,160	80%	\$1,040	20%	\$5,200
Roadway Lighting		NA%	\$1,010,000	100%	\$1,010,000
Construction Engineering (10%)		NA%	\$101,000	100%	\$101,000
City Watermain		NA%	\$2,400,000	100%	\$2,400,000
Construction Engineering (10%)		NA%	\$240,000	100%	\$240,000
City requested Curb and Gutter		NA%	\$180,000	100%	\$180,000
Construction Engineering (10%)		NA%	\$18,000	100%	\$18,000
TOTAL	\$11,074,272		\$4,074,928		\$15,149,200

NOTE: The cost participation shall be predicated upon the percentages shown above for the specified work. The actual cost participation shall be determined by multiplying the final quantities times contract unit prices, plus 10% for construction engineering unless otherwise noted.



Local Agency		Type of Systems Transfer	
Municipality:	Des Plaines	Type 1	Type 2
Township/Road District:		From: State Highway System	From: Local Highway System
County:	Cook County	To: Local Highway System	To: State Highway System
Section Number:	1213 & 3222R	Indicate Type of Systems Transfer: Type 1	

The above local agency, and the State of Illinois, acting by and through its Department of Transportation, agree to transfer the jurisdiction of the designated location in the manner indicated above under Type of Systems Transfer.

Location Description

Name Des Plaines River Road Route FAU 2710 Length 9,190 Lineal Feet = 1.741 miles
Termini From the north edge of pavement of Touhy Avenue to the south edge of pavement of Henry Avenue, in its entirety.

This transfer [] does [X] does not include Structure No.

The transfer [] does [X] does not include a transfer to land rights (4-508). If it does, attach letter of intent approved by the Department.

WHEREAS, the authority to enter into this contract is granted the STATE by Section 4-409 of the Illinois Highway Code and the authority to make changes in the State Highway System is granted the State under Section 2-101 of the Illinois Highway Code.

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the ordinance as Addendum No. 2, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the resolution as Addendum No. 2, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township/Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code and said Highway Commissioner shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

(check one)

- [] Final Inspection by the State (Type)
[] Acceptance by the State
[] Execution of Agreement
[] Approval of Land Conveyance
[X] Other: Upon award of Contract 60X13

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this jurisdictional transfer.

Supplement Addendum No. 1 and Addendum No. 2
(insert supplement numbers of letters and page numbers, if applicable.)

IT IS FURTHER AGREED, that the provisions of this jurisdictional transfer shall be binding and inure to the benefit of the parties hereto, their successors and assigns.

This doesn't need to be argued. The City must adopt after award of bid's

EXHIBIT B
ADDENDUM NO. 2

AN ORDINANCE PROVIDING FOR THE ADDITION OF DES PLAINES RIVER ROAD FROM THE NORTH EDGE OF PAVEMENT OF TOUHY AVENUE TO THE SOUTH EDGE OF PAVEMENT OF HENRY AVENUE, IN ITS ENTIRETY TO THE MUNICIPAL STREET SYSTEM OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.

WHEREAS, the City of Des Plaines, in the County of Cook, and the State of Illinois, under date of _____, 2014, entered into an Agreement with the State of Illinois for the jurisdictional transfer of Des Plaines River Road, State Section: 1213 & 3222R; and,

WHEREAS, the aforementioned Agreement provided that, upon award of Contract 60X13, and notification by the District Engineer, the City of Des Plaines would assume jurisdiction of the specified route.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE CITY OF DES PLAINES, that Des Plaines River Road from the south edge of pavement of Touhy Avenue to south edge of pavement of Henry Avenue, in its entirety, will be included in the municipal street system of said CITY, upon award of Contract 60X13, and notification by the District Engineer; and

That the CITY Clerk is directed to forward a certified copy of this Ordinance to the State of Illinois through its District Engineer's Office at Schaumburg, Illinois.

APPROVED this _____ day of _____, 20__.

Mayor

APPROVED AS TO FORM ONLY

ATTEST:

City Clerk
(SEAL)

Des Plaines General Counsel Dated

Exhibit A

EXHIBIT B

Addendum No. 1

LIMITS OF JURISDICTIONAL TRANSFER

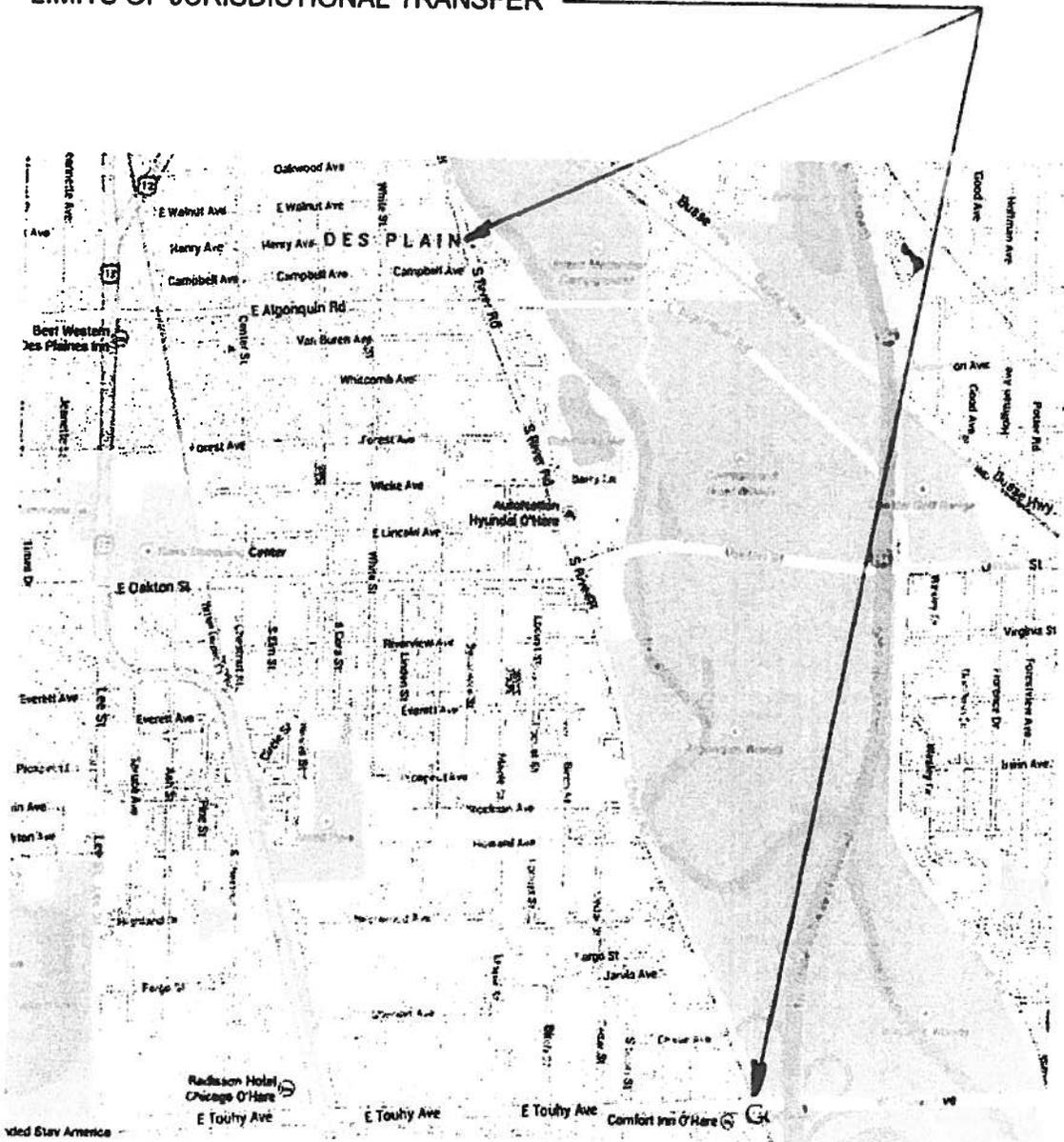


Exhibit A



EXHIBIT C

Local Agency-State Jurisdictional Transfer

Local Agency		Type of Systems Transfer	
Municipality: Des Plaines		Type 1	Type 2
Township/Road District:		From: State Highway System	From: Local Highway System
County: Cook County		To: Local Highway System	To: State Highway System
Section Number: 1213R		Indicate Type of Systems Transfer: Type 1	

The above local agency, and the State of Illinois, acting by and through its Department of Transportation, agree to transfer the jurisdiction of the designated location in the manner indicated above under Type of Systems Transfer.

Location Description

Name Des Plaines River Road Route FAU 2710 Length 4.302 Lineal Feet = 0.815 mile
 Termini From the south edge of pavement of Henry Avenue to the south edge of pavement of U.S. Route 12/45/Elk Blvd.
in its entirety.

This transfer does does not include Structure No. _____

The transfer does does not include a transfer to land rights (4-508). If it does, attach letter of intent approved by the Department.

WHEREAS, the authority to enter into this contract is granted the STATE by Section 4-409 of the Illinois Highway Code and the authority to make changes in the State Highway System is granted the State under Section 2-101 of the Illinois Highway Code.

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the ordinance as Addendum No. 2, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the resolution as Addendum No. 2, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township/Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code and said Highway Commissioner shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

(check one)

- | | |
|--|--|
| <input type="checkbox"/> Final Inspection by the State (Type) | <input type="checkbox"/> Execution of Agreement |
| <input type="checkbox"/> Acceptance by the State | <input type="checkbox"/> Approval of Land Conveyance |
| | <input checked="" type="checkbox"/> Other: <u>Upon award of Contract 62267</u> |

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this jurisdictional transfer.

Supplement Addendum No. 1 and Addendum No. 2
(Insert supplement numbers of letters and page numbers, if applicable.)

IT IS FURTHER AGREED, that the provisions of this jurisdictional transfer shall be binding and inure to the benefit of the parties hereto, their successors and assigns.

EXHIBIT C
ADDENDUM NO. 2

AN ORDINANCE PROVIDING FOR THE ADDITION OF DES PLAINES RIVER ROAD FROM THE SOUTH EDGE OF PAVEMENT OF HENRY AVENUE TO THE SOUTH EDGE OF PAVEMENT OF U.S. ROUTE 12/45/ELK BOULEVARD, IN ITS ENTIRETY TO THE MUNICIPAL STREET SYSTEM OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.

WHEREAS, the City of Des Plaines, in the County of Cook, and the State of Illinois, under date of _____, 2014, entered into an Agreement with the State of Illinois for the jurisdictional transfer of Des Plaines River Road, State Section: 1213R; and,

WHEREAS, the aforementioned Agreement provided that, upon award of Contract 62267, and notification by the District Engineer, the City of Des Plaines would assume jurisdiction of the specified route.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE CITY OF DES PLAINES, that Des Plaines River Road from the south edge of Henry Avenue to the south edge of pavement of U.S. Route 12/45/Elk Boulevard, in its entirety, will be included in the municipal street system of said CITY, upon award of Contract 62267, and notification by the District Engineer; and

That the CITY Clerk is directed to forward a certified copy of this Ordinance to the State of Illinois through its District Engineer's Office at Schaumburg, Illinois.

APPROVED this _____ day of _____

Mayor

This doesn't need to be signed.

ATTEST:

City Clerk
(SEAL)

Exhibit A



EXHIBIT D

Local Agency		Type of Systems Transfer	
Municipality:	Des Plaines	Type 1	Type 2
Township/Road District:		From: State Highway System	From: Local Highway System
County:	Cook County	To: Local Highway System	To: State Highway System
Section Number:	1213R	Indicate Type of Systems Transfer: Type 1	

The above local agency, and the State of Illinois, acting by and through its Department of Transportation, agree to transfer the jurisdiction of the designated location in the manner indicated above under Type of Systems Transfer.

Location Description

Name Lee Street Route FAU 2710 Length 1,221 Lineal feet = 0.231 mile
Termini From the north edge of pavement of U.S. Route 12/45/Elk Boulevard to Harding Avenue, in its entirety.

This transfer does does not include Structure No. _____

The transfer does does not include a transfer to land rights (4-508). If it does, attach letter of intent approved by the Department.

WHEREAS, the authority to enter into this contract is granted the STATE by Section 4-409 of the Illinois Highway Code and the authority to make changes in the State Highway System is granted the State under Section 2-101 of the Illinois Highway Code.

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the ordinance as Addendum No. 2, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the resolution as Addendum No. 2, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township/Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code and said Highway Commissioner shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

(check one)

- Final Inspection by the State (Type)
- Acceptance by the State

- Execution of Agreement
- Approval of Land Conveyance
- Other: Upon award of Contract 62267

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this jurisdictional transfer.

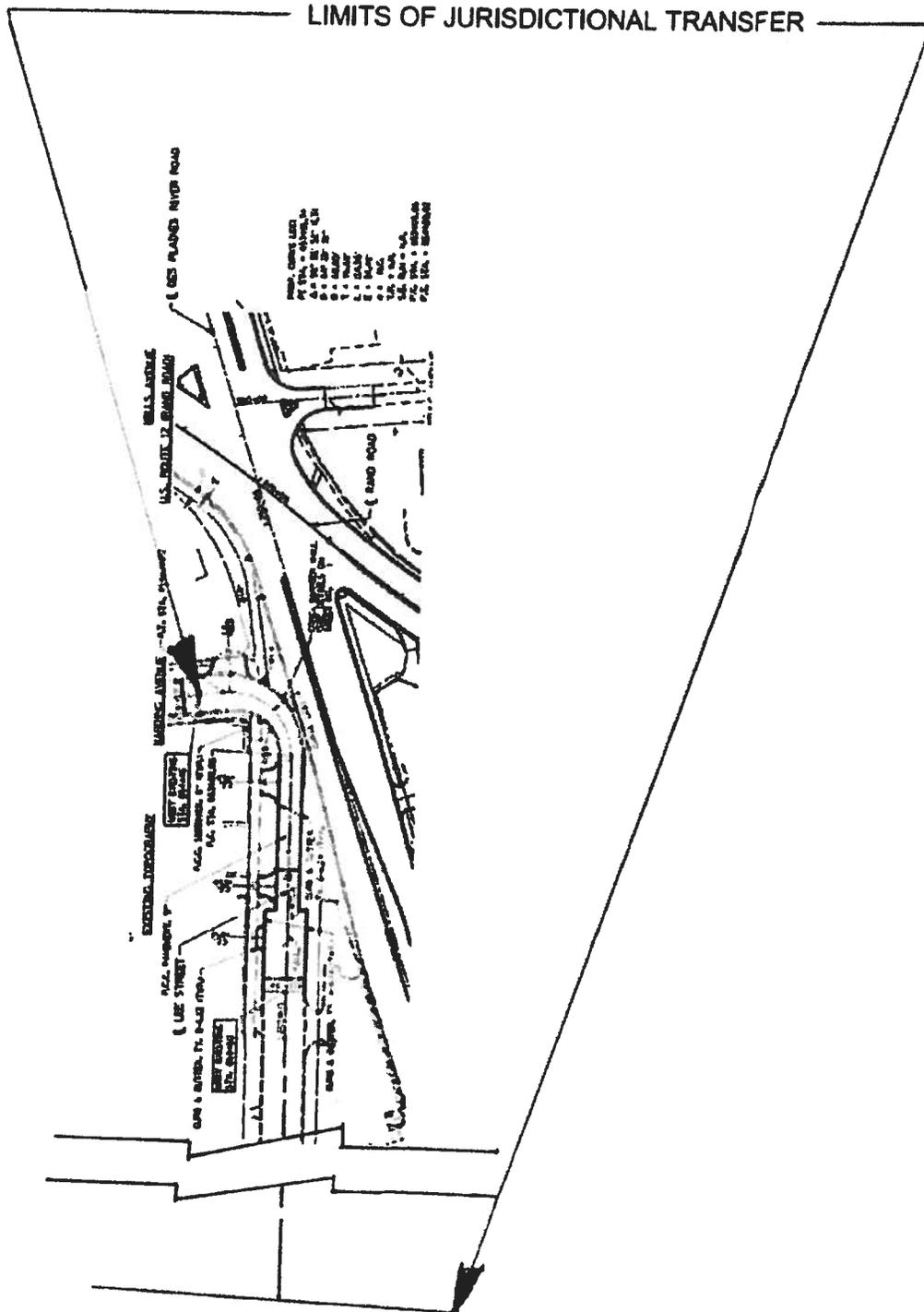
Supplement Addendum No. 1 and Addendum No. 2

(Insert supplement numbers of letters and page numbers, if applicable.)

IT IS FURTHER AGREED, that the provisions of this jurisdictional transfer shall be binding and inure to the benefit of the parties hereto, their successors and assigns.

EXHIBIT D

Addendum No. 1



North Edge of pavement of U.S. Route 12/45/Elk Boulevard
Exhibit A

EXHIBIT D
ADDENDUM NO. 2

AN ORDINANCE PROVIDING FOR THE ADDITION OF LEE STREET FROM THE NORTH EDGE OF PAVEMENT OF U.S. ROUTE 12/45/ELK BOULEVARD TO HARDING AVENUE, IN ITS ENTIRETY, TO THE MUNICIPAL STREET SYSTEM OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.

WHEREAS, the City of Des Plaines, in the County of Cook, and the State of Illinois, under date of _____, 2014, entered into an Agreement with the State of Illinois for the jurisdictional transfer of Des Plaines River Road, State Section: 1213R; and,

WHEREAS, the aforementioned Agreement provided that, upon award of Contract 62267, and notification by the District Engineer, the City of Des Plaines would assume jurisdiction of the specified route.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE CITY OF DES PLAINES, that Lee Street from the north edge of U.S. Route 12/45/Elk Boulevard to Harding Avenue, in its entirety, will be included in the municipal street system of said CITY, upon award of Contract 62267, and notification by the District Engineer; and

That the CITY Clerk is directed to forward a certified copy of this Ordinance to the State of Illinois through its District Engineer's Office at Schaumburg, Illinois.

APPROVED this _____ day of _____, 20____.

Mayor

APPROVED AS TO FORM ONLY

ATTEST:

City Clerk
(SEAL)

Des Plaines General Council Dated

Exhibit A

CITY OF DES PLAINES

RESOLUTION R - 154 - 16

**A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO
A CONSTRUCTION CONTRACT WITH GRECO
CONTRACTORS, INC., FOR THE DES PLAINES RIVER
ROAD RECONSTRUCTION CONTRACT 60X13.**

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 September 15, 2014, the City Council approved and authorized Resolution R-179-14, which approved and authorized the execution of a contract ("**Contract**") between the City and Greco Contractors, Inc. ("**Contractor**"), for Phase Two of the Des Plaines River Road reconstruction project, which includes pavement reconstruction, traffic signal modernization, and lighting improvements along Des Plaines River Road from Touhy Avenue to south of Henry Avenue ("**Work**") in an amount not to exceed \$13,454,993.33; and

WHEREAS, the Work is subject to that certain Jurisdictional Transfer Agreement between the City and the Illinois Department of Transportation ("**IDOT**") which provides that IDOT will fund the majority of the costs for the Work including necessary change orders; and

WHEREAS, after commencing the Work, the Contractor discovered certain additional work that must be performed to complete the Work, including unanticipated utility conflicts which resulted in additional costs not included in the original Contract as well as additional work that was required to satisfy Illinois Department of Transportation ("**IDOT**") specifications ("**Additional Services**"); and

WHEREAS, Contractor has submitted Change Order No. 1 under the Contract for the completion of the Additional Work in the not-to-exceed amount of \$700,000 ("**Change Order No. 1**"); and

WHEREAS, the City desires Contractor to perform and has sufficient funds appropriated in the IDOT and Water/Sewer funds to procure the Additional Work by Contractor pursuant to Change Order No. 1 in the not-to-exceed amount of \$700,000; and

WHEREAS, the City Council has determined that authorizing Contractor to perform the Additional Services under the Contract pursuant to Change Order No. 1 is (i) necessary due to circumstances that were not foreseeable at the time the City entered into the Contract, (ii) germane to the Contract in its original form as executed, and (iii) in the best interest of the City and authorized by law; and

WHEREAS, due to various unforeseeable factors and field conditions associated with the River Road Project, Public Works staff recommends authorizing the City Manager to enter into

one or more change orders to the Contract for additional unforeseen items of work necessary to complete the project in an amount not to exceed \$1,045,006.67, subject to the City Manager making the necessary determination that the work contemplated by each change order complies with Section 33E-9 of Article 33E of the Criminal Code of 1961 and placing a copy of such determinations in the contract file. All change orders authorized herein would be funded by IDOT in the same proportions as the rest of the Contract Improvement;

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

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

SECTION 2: APPROVAL OF CHANGE ORDER NO. 1. The City Council hereby approves Change Order No. 1 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel, for the completion of the Additional Work by Contractor under the Contract in the not-to-exceed amount of \$700,000.

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

SECTION 4: AUTHORIZATION TO EXECUTE ADDITIONAL CHANGE ORDERS. The City Council hereby authorizes the City Manager and the City Clerk to execute one or more additional Contract change orders for additional work consisting of additional unforeseen items of work related to, or arising from other work contemplated by, the scope of work in the Contract in an amount not to exceed \$1,045,006.76, subject to the City Manager making the necessary determination that the work contemplated by the change order complies with Section 33E-9 of Article 33E of the Criminal Code of 1961 and placing a copy of such determinations in the Contract file.

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 _____, 2016.

APPROVED this ___ day of _____, 2016.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Change Order #1 to River Rd Reconstruction Contract with Greco Contractors

CITY OF DES PLAINES

CHANGE ORDER NO. 1

SHEET ____ OF ____

PROJECT NAME: DES PLAINES RIVER ROAD
RECONSTRUCTION CONTRACT 60X13

CHANGE ORDER NO. 1

LOCATION: RIVER ROAD (FARGO-HENRY)

CONTRACT NO. 60X13

CONTRACTOR: GRECO CONTRACTORS INC.

DATE: 9/21/2016

I. A. DESCRIPTION OF CHANGES INVOLVED:

Various additional work and modifications made in the field during construction, as listed below.

Roadway - \$600,000:

- Winterization of driveways and side streets - \$127,000
- Installation of additional drainage improvements within the embankment area - \$35,000
- Additional undercut and replacement with Aggregate Subgrade Improvement due to poor subgrade soils - \$62,000
- Additional disposal of Non-Special Waste soils - \$288,000
- Pavement repairs to live traffic lanes (existing) - \$41,000
- Installation of additional storm/sanitary sewer due to utility conflicts - \$47,000

Water Main - Total \$100,000:

- Installation of additional water main at north limit to facilitate tie in to existing water main - \$50,000
- Patch existing pavement due to inaccurate water main location - \$45,000
- Additional water main adjustments due to utility conflicts - \$5,000

B. REASON FOR CHANGE:

During the course of construction, unknown utility conflicts surfaced which resulted in additional costs not included in the original contract as well as additional work that was required to meet IDOT specifications with the contracted improvements.

C. REVISION IN CONTRACT PRICE:

New not to exceed contract amount will be \$14,154,993.33 in accordance with the IDOT jurisdictional transfer agreement (R-78-14)

II. CHANGE ORDER CONDITIONS:

1. The Completion Date established in the Contract, as signed or as modified by previous Change Orders, is hereby extended by 0 days, making the final Completion Date September 29, 2016.
2. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
3. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
4. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	\$ <u>13,454,993.33</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. ___ to ___	\$ _____
3.	Contract Price, not including this Change Order	\$ <u>13,454,993.33</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$ <u>\$700,000</u>
5.	Contract Price including this Change Order	\$ <u>14,154,993.33</u>

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, SEPTEMBER 19, 2016

CALL TO ORDER:

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Bogusz at 7:00 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, September 19, 2016.

ROLL CALL:

Roll call indicated the following Aldermen present: Haugeberg, Robinson, Rodd, Sayad, Brookman, Chester, Smith and Charewicz. A quorum was present.

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Director of Community and Economic Development McMahon, Economic Development Coordinator Pruss, Fire Chief Wax, Deputy Police Chief Zaprzalka, Director of Public Works and Engineering Oakley and General Counsel Friedman.

PRAYER AND PLEDGE:

The opening prayer was given by Nesreen Akhtarkhavari of the Des Plaines Bahá'í, followed by the Pledge of Allegiance to the Flag of the United States of America.

PRESENTATION:

Emily, a representative from the Muscular Dystrophy Association, presented a plaque of appreciation to the Des Plaines Firefighters for their "Fill-The-Boot" fundraising efforts.

CITIZEN PART.:

Resident Wayne Serbin addressed the City Council commenting on the Frisbie Senior Center 40 year celebration.

Members of the Kiwanis Club addressed the City Council announcing Peanut Day on September 23 and 24.

Residents Jim and Linda Forman addressed the City Council commenting on high water bills.

Carmina Gomez from the Des Plaines History Center addressed the City Council inviting everyone to the annual Dia de los Muertos celebration at the History Center on October 29.

Student members of the Maine West High School "Voice for the Nameless" addressed the City Council presenting signed petitions and read statements urging the passage of a resolution supporting and welcoming refugees. Several adults addressed the City Council giving their support of this effort. Consideration of the resolution was referred to the Community Services Committee.

CITY CLERK ANNOUNCEMENTS:

City Clerk Ludwig announced various community events taking place during September and October.



**CONSENT
AGENDA:**

Motion by Haugeberg, seconded by Robinson, to establish the Consent Agenda, except for items 2, 2a, 5, 5a, 6, 6a, 9, 9a, 10 and 10a. Motion declared carried.

Motion by Rodd, seconded by Robinson, to approve the Consent Agenda. Upon roll call, the vote was:

AYES: 8-Haugeberg, Robinson, Rodd, Sayad,
Brookman, Chester, Smith, Charewicz

NAYS: 0-None

ABSENT: 0-None

Motion declared carried.

Staff recommendations and requests were approved; Resolutions R-140-16, R-142-16, and R-143-16 were adopted; Minutes of the Regular Council Meeting of September 6, 2016 and the Closed Session of September 6, 2016 were approved.

**APPROVE
OFFICERS FOR
HUD/CDBG
PROJECTS AND
PROGRAMS:**

**Consent
Agenda**

Moved by Rodd, seconded by Robinson, to concur with Staff recommendation to approve the designation of a Certifying Officer and an Environmental Officer for Environmental Review, as required by the United States Department of Housing and Urban Development (HUD) for all CDBG Funded Projects and Programs; and further recommend to adopt Resolution R-140-16, A RESOLUTION DESIGNATING A CERTIFYING OFFICER AND AN ENVIRONMENTAL OFFICER FOR THE CITY OF DES PLAINES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-140-16**

**AWARD BID/
2017-2018
ELEVATOR
INSPECTION
SVCS. WITH
OPTION (2) TWO
YEAR
RENEWALS:**

Discussion was held.

Moved by Haugeberg, seconded by Charewicz, to direct Staff to amend Resolution R-141-16, A RESOLUTION APPROVING A CONTRACT WITH THOMPSON ELEVATOR INSPECTION SERVICES COMPANY FOR ELEVATOR INSPECTION AND PLAN REVIEW SERVICES by awarding the bid to the second lowest bidder, Elevator Inspection Services, and place the amended resolution on the agenda for the next Regular Council Meeting of October 3, 2016. Motion declared carried. Alderman Rodd was absent during the vote.

**Resolution
R-141-16**

**AWARD BID/
PURCHASE/
PUBLIC WORKS/
2017 PICK-UP
TRUCK:**

**Consent
Agenda**

Moved by Rodd, seconded by Robinson, to concur with Staff recommendation to award bid for the fabrication and installation of a Service Body, Crane, and Up-fitter package to Sauber Manufacturing Company, 10 North Sauber Road, Virgil, Illinois in the amount of \$83,760.00 and approve the purchase of one Ford F-450 Chassis through the Suburban Purchasing Cooperative Contract #145 from Currie Motors, 9423 W. Lincoln Highway, Frankfort, Illinois in the amount of \$35,955.00 (Budgeted Funds – Vehicle Replacement Fund); and further recommend to adopt Resolution R-142-16, A RESOLUTION AUTHORIZING THE PURCHASE OF A 2017 FORD F-450 PICK-UP TRUCK FROM CURRIE MOTORS AND APPROVING AN AGREEMENT WITH SAUBER MANUFACTURING COMPANY FOR THE FABRICATION AND

**Resolution
R-142-16**

INSTALLATION OF A SERVICE BODY, CRANE AND UP-FIT PACKAGE.
Motion declared carried as approved unanimously under Consent Agenda.

APPROVE
EXPENDITURE
OF FUNDS/ FEMA
HAZARD
MITIGATION
GRANT 4116:
Consent
Agenda

Moved by Rodd, seconded by Robinson, to concur with Staff recommendation to approve expenditure of funds in accordance with FEMA Hazard Mitigation Grant 4116 as approved by Resolution R-134-15; and further recommend to adopt Resolution R-431-16, A RESOLUTION AUTHORIZING THE PURCHASE OF TEN PROPERTIES LOCATED ON BIG BEND DRIVE, DES PLAINES, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-143-16

APPROVE AGR./
ANNUAL AUDIT
SVCS./ 2016-2018:

Discussion was held.

Resolution
R-145-16

Moved by Chester, seconded by Sayad, to approve agreement with Crowe Horwath, LLP to provide annual audit services for fiscal years 2016 through 2018 in the not-to-exceed amount of \$172,080.00 (Budgeted Funds – General Fund); and adopt Resolution R-145-16, A RESOLUTION APPROVING A CONTRACT WITH CROWE HORWATH, LLP, FOR PROFESSIONAL AUDIT SERVICES. Upon roll call, the vote was:

AYES: 7-Haugeberg, Robinson, Sayad,
Brookman, Chester, Smith, Charewicz

NAYS: 0-None

ABSENT: 1-Rodd

Motion declared carried.

AMEND CITY
CODE/ ADD
POSITION:

Discussion was held.

Ordinance
M-26-16

Moved by Haugeberg, seconded by Robinson, to direct Staff to remove “Assistant Director of Economic Development” from Schedule A and place on First Reading Ordinance M-26-16, AN ORDINANCE AMENDING CHAPTER 8 OF TITLE 1 OF THE CITY OF DES PLAINES CITY CODE. Upon roll call, the vote was:

AYES: 6-Haugeberg, Robinson, Sayad,
Brookman, Chester, Charewicz

NAYS: 2-Rodd, Smith

ABSENT: 0-None

Motion declared carried.

MINUTES/
REGULAR MTG.:
Consent
Agenda

Moved by Rodd, seconded by Robinson, to approve Minutes of Regular City Council Meeting of September 6, 2016, as published. Motion declared carried as approved unanimously under Consent Agenda.



MINUTES/
CLOSED
SESSION:
Consent
Agenda

Moved by Rodd, seconded by Robinson, to approve Minutes of the Closed Session of September 6, 2016. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE
RECIPROCAL
EASEMENTS/
COVENANTS
AGR./
ROSEMONT
PARK DIST, AND
OUTFRONT
MEDIA, LLC/
TIF #7:

Discussion was held.

Resolution
R-148-16

Moved by Rodd, seconded by Charewicz, to adopt Resolution R-148-16, A RESOLUTION APPROVING A RECIPROCAL EASEMENTS AND COVENANTS AGREEMENT WITH THE ROSEMONT PARK DISTRICT AND OUTFRONT MEDIA, LLC.

Moved by Brookman, seconded by Sayad, to adopt a substitute motion to defer Resolution R-148-16 to the next Regular City Council Meeting on October 3, 2016. Upon roll call, the vote was:

AYES: 5-Haugeberg, Robinson, Sayad,
Brookman, Chester

NAYS: 3-Rodd, Smith, Charewicz

ABSENT: 0-None

Motion declared carried.

MOTION TO
RECONSIDER
VOTE:

Moved by Haugeberg, seconded by Robinson, to reconsider the vote on Resolution R-148-16. Upon roll call, the vote was:

AYES: 7-Haugeberg, Robinson, Rodd, Sayad,
Chester, Smith, Charewicz

NAYS: 1-Brookman

ABSENT: 0-None

Motion declared carried.

APPROVE
RECIPROCAL
EASEMENTS/
COVENANTS
AGR./
ROSEMONT
PARK DIST, AND
OUTFRONT
MEDIA, LLC/
TIF #7:

Moved by Haugeberg, seconded by Robinson, to adopt Resolution R-148-16, A RESOLUTION APPROVING A RECIPROCAL EASEMENTS AND COVENANTS AGREEMENT WITH THE ROSEMONT PARK DISTRICT AND OUTFRONT MEDIA, LLC. Upon roll call, the vote was:

AYES: 6-Haugeberg, Robinson, Rodd,
Chester, Smith, Charewicz

NAYS: 2-Sayad, Brookman

ABSENT: 0-None

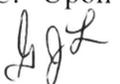
Motion declared carried.

Resolution
R-148-16

APPROVE
RECIPROCAL
EASEMENTS/
COVENANTS
AGR./ O'HARE

Moved by Charewicz, seconded by Rodd, to adopt Resolution R-149-16, A RESOLUTION APPROVING A RECIPROCAL EASEMENTS AND COVENANTS AGREEMENT WITH O'HARE REAL ESTATE, LLC. Upon roll call, the vote was:

AYES: 6-Haugeberg, Robinson, Rodd,



**REAL ESTATE/
TIF #7:****Resolution
R-149-16**

Chester, Smith, Charewicz

NAYS: 2-Sayad, Brookman

ABSENT: 0-None

Motion declared carried.

**MAYOR BOGUSZ DECLARED THAT THE CITY COUNCIL WAS NOW
RESOLVED INTO A COMMITTEE OF THE WHOLE****FINANCE & ADMINISTRATION:** – Alderman Smith, Chair**WARRANT
REGISTER:**

Alderman Sayad stated that he objects to paying invoices from Holland & Knight because we could get them cheaper by an outside or in house service.

Moved by Haugeberg, seconded by Charewicz, to recommend to the City Council approval of the September 19, 2016 – Warrant Register, in the total amount of \$4,356,524.61; and further recommend that Resolution R-146-16 be adopted at appropriate time this evening. Motion declared carried. Alderman Sayad did not agree.

**DISCUSSION/
PRESENTATION/
WATER/SEWER
FUND:**

Under Committee of the Whole, Finance & Administration, Item 1b, it was the consensus of the Council to move the discussion of the Water/Sewer Fund to the agenda of the next Regular City Council Meeting on October 3, 2016. There were no objections.

COMMUNITY DEVELOPMENT – Alderman Charewicz, Chair**VARIATIONS/
RESUBDIVISION/
1555-1557 & 1565
ELLINWOOD
AVENUE:**

Economic Development Coordinator Pruss reviewed her Memorandum of September 13, 2016 regarding a request by Opus Development Company which proposes to construct 113 multi-family units in the C-5 Zoning District located at 1555-1557 and 1565 Ellinwood Street (Case #16-050-V-SUB). The petitioner is requesting approval of a tentative and final plat of consolidation and a major variation of the 1998 City of Des Plaines Zoning Ordinance Section 12-7-3.5.e.2 which requires a minimum Lot Area of 150,600 square feet, where the applicant is providing 57,342 square feet.

The Planning and Zoning Board *recommended* (7-0) that the City Council approve the proposed final plat and final planned unit development, subject to conditions.

Coordinator Pruss and City Manager Bartholomew answered questions from the Aldermen.

Mr. Sean Spellman of Opus Development Company and Ms. Gretchen Camp of Elness Swenson Graham Architects appeared before the City Council to answer questions.

**1555-1557 & 1565
ELLINWOOD
AVENUE:**
(Cont'd)

Moved by Rodd, seconded by Smith, to recommend to the City Council approval of the variations and resubdivision, subject to conditions for Opus Development Company located at 1555-1557 and 1565 Ellinwood Street at appropriate time this evening. Motion declared carried.

**COND. USE
PERMIT/
STANDARD
VARIATION/ 1900
EAST TOUHY
AVE.:**

Economic Development Coordinator Pruss reviewed her Memorandum of August 30, 2016 regarding a request by Petitioner Lambrini Georgantas who is requesting (i) a conditional use permit under Section 12-7-3.K of the 1998 City of Des Plaines Zoning Ordinance, as amended, to allow a drive-through facility at 1900 East Touhy Avenue located in the C-3 General Commercial District of the City, and (ii) a standard variation pursuant to 3-6(F) of the 1998 Des Plaines Zoning Ordinance, as amended, to reduce the one-way travel lane from the required 12 feet to 10 feet (Case #16-052-CU-V). Ms. Pruss answered questions from the Aldermen.

The Community and Economic Development Department recommends approval of the requested conditional use permit to allow a drive-through facility at 1900 East Touhy Avenue located in the C-3 General Commercial District of the City, and the requested standard variation to reduce the one-way travel lane from the required 12 feet to 10 feet.

The Planning and Zoning Board, after having heard and fully considered the evidence, voted (7-0) to recommend approval of the standard Variance and conditional use permit subject to a condition that the speaker for the drive-through order board be positioned away from the existing residential property to the north to the greatest extent possible.

Moved by Chester, seconded by Brookman, to recommend to the City Council approval of the Conditional Use Permit and Standard Variation, subject to a condition for Petitioner Lambrini Georgantas located at 1900 East Touhy Avenue at appropriate time this evening. Motion declared carried.

**PROPOSED
THEATRE/
RESTAURANT
DISTRICT
BUSINESS
ASSISTANCE
PROGRAM:**

The discussion regarding the Business Assistance Program Modification – New Theatre and Restaurant District Program and Resolution R-147-16 was deferred to the Special City Council Meeting of September 29, 2016 under Unfinished Business. There were no objections.

Moved by Sayad, seconded by Brookman, to discuss Item 3a under Legal & Licensing Committee regarding Modification of the Code of Ethics first before discussing the Business Assistance Program Modification – New Theatre and Restaurant District Program and Resolution R-147-16. Motion declared carried. Alderman Smith did not agree.



LEGAL AND LICENSING – Alderman Haugeberg, Chair

**DISCUSSION/
MODIFICATION
OF CODE OF
ETHICS:**

Discussion was held.

Alderman Haugeberg proposed that the Code of Ethics be amended to include the principals of each company with which the City does business in the amount of \$10,000 or more and for twelve consecutive months.

It was the consensus of the Aldermen to place this item on the agenda for the next Regular City Council Meeting of October 3, 2016.

MAYOR BOGUSZ ASSUMED THE CHAIR AND DECLARED THE CITY COUNCIL BACK IN SESSION.

**UNFINISHED
BUSINESS:**

**AWARD BID/
TIF #1
STREETSCAPE
IMPROV'S. -
PHASE III:**

Moved by Haugeberg, seconded by Robinson, to adopt Resolution R-131-16, A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH LORUSSO CEMENT CONTRACTORS, INC., FOR TIF #1 DOWNTOWN STREETSCAPE PHASE III PROJECT. Upon roll call, the vote was:

AYES: 7-Haugeberg, Robinson, Rodd, Sayad,
Chester, Smith, Charewicz

NAYS: 1-Brookman

ABSENT: 0-None

Motion declared carried.

**Resolution
R-131-16**

**APPROVE
AGREEMENT/
TIF #1
STREETSCAPE
IMPROV'S. -
PHASE III -
ENG. SVCS. -
CHANGE ORDER
NO. 1 TO TASK
ORDER #3:**

Moved by Haugeberg, seconded by Rodd, to adopt Resolution R-132-16, A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO TASK ORDER NO. 3 UNDER A MASTER CONTRACT WITH SPACECO, INC., FOR ENGINEERING SERVICES. Upon roll call, the vote was:

AYES: 7-Haugeberg, Robinson, Rodd, Sayad,
Chester, Smith, Charewicz

NAYS: 1-Brookman

ABSENT: 0-None

Motion declared carried.

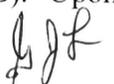
**Resolution
R-132-16**

**ORDINANCE
Z-23-16
FINAL PUD/
FINAL PLAT
SUBDIVISION/
800 NORTHWEST
HGHWY:**

Mr. Chris Coleman of Buckingham Properties appeared before the City Council to answer questions from the Aldermen.

Moved by Sayad, seconded by Rodd, to adopt Ordinance Z-23-16, AN ORDINANCE APPROVING A FINAL PLAT OF PLANNED UNIT DEVELOPMENT WITH A PERMITTED EXCEPTION AND A FINAL PLAT OF SUBDIVISION FOR THE PROPERTY LOCATED AT 800 NORTHWEST HIGHWAY, DES PLAINES, ILLINOIS. (Case #16-048-FPUD-FSUB). Upon roll call, the vote was:

AYES: 6-Robinson, Rodd, Sayad,



Chester, Smith, Charewicz

NAYS: 2-Haugeberg, Brookman
ABSENT: 0-None
Motion declared carried.

NEW BUSINESS:

WARRANT REGISTER:

Resolution R-146-16

Moved by Smith, seconded by Haugeberg, to concur with recommendation of Committee of the Whole to adopt Resolution R-146-16, 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. Total: \$4,356,524.61. Upon roll call, the vote was:
AYES: 8-Haugeberg, Robinson, Rodd, Sayad, Brookman, Chester, Smith, Charewicz
NAYS: 0-None
ABSENT: 0-None
Motion declared carried.

VARIATIONS/ RESUBDIVISION/ 1555-1557 & 1565 ELLINWOOD AVENUE:

Ordinance Z-24-16

Moved by Charewicz, seconded by Smith, to concur with recommendation of Committee of the Whole to place on First Reading Ordinance Z-24-16, AN ORDINANCE APPROVING TENTATIVE AND FINAL PLATS OF CONSOLIDATION AND A MAJOR VARIATION FROM SECTION 12-7-3.5.E.2 OF THE CITY OF DES PLAINES ZONING ORDINANCE AT 1555-1557 AND 1565 ELLINWOOD AVENUE, DES PLAINES, ILLINOIS. (CASE #16-050-V-SUB). Upon roll call, the vote was:
AYES: 8-Haugeberg, Robinson, Rodd, Sayad, Brookman, Chester, Smith, Charewicz
NAYS: 0-None
ABSENT: 0-None
Motion declared carried.

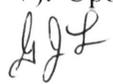
COND. USE PERMIT/ STANDARD VARIATION/ 1900 EAST TOUHY AVE.:

Ordinance Z-25-16

Moved by Charewicz, seconded by Sayad, to concur with recommendation of Committee of the Whole to place on First Reading Ordinance Z-25-16, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A CLASS B RESTAURANT WITH A DRIVE-THROUGH FACILITY IN THE C-3 ZONING DISTRICT AT 1900 TOUHY AVENUE, DES PLAINES, ILLINOIS. (CASE #16-052-CU-V). Motion declared carried.

ORDINANCE Z-25-16 COND. USE PERMIT/ STANDARD VARIATION/ 1900

Moved by Charewicz, seconded by Sayad, to advance to Second Reading and adopt Ordinance Z-25-16, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE OPERATION OF A CLASS B RESTAURANT WITH A DRIVE-THROUGH FACILITY IN THE C-3 ZONING DISTRICT AT 1900 TOUHY AVENUE, DES PLAINES, ILLINOIS. (CASE #16-052-CU-V). Upon roll call, the vote was:



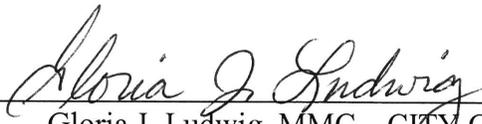
**EAST TOUHY
AVE.:**

AYES: 7-Haugeberg, Robinson, Sayad,
Brookman, Chester, Smith, Charewicz
NAYS: 1-Rodd
ABSENT: 0-None
Motion declared carried.

**PROPOSED
THEATRE/
RESTAURANT
DISTRICT
BUSINESS
ASSISTANCE
PROGRAM:**

The matter of the Business Assistance Program Modification – New Theatre and Restaurant District Program and Resolution R-147-16 was deferred to the Special City Council Meeting of September 29, 2016 under Unfinished Business.

There being no further business, the meeting adjourned at 11:20 p.m.



Gloria J. Ludwig, MMC – CITY CLERK

APPROVED BY ME THIS _____

DAY OF _____, 2016

Matthew J. Bogusz - MAYOR



FINANCE DEPARTMENT

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

MEMORANDUM

Date: September 22, 2016
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-155-16, October 3, 2016 Warrant Register

Recommendation: I recommend that the City Council approve the October 3, 2016 Warrant Register Resolution R-155-16.

Warrant Register.....\$4,491,374.88

Estimated General Fund Balance

Balance as of 08/31/2016: \$24,024,148

Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1st & 2nd installments of property tax revenue.

CITY OF DES PLAINES

RESOLUTION

R-155-16

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.

October 3, 2016

City of Des Plaines

Warrant Register 10/03/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
1	Fund: 100 - General Fund						
2	00	4160	Real Estate Transfer Tax	6419 Kolpak & Lerner	Refund 09/14/2016	Real Estate Transfer Tax Refund 09/14/2016	242.00
3	00	4160	Real Estate Transfer Tax	2359 Busk, Raymond C	Refund 09/08/16	Real Estate Transfer Tax Refund 09/08/2016	436.00
4	00	4300	Vehicle Licenses	6414 Magana, Joaquin	Refund 09/08/16	Vehicle Sticker Refund 09/08/2016	30.00
5	00	4300	Vehicle Licenses	6415 Kim, Sookhee	Refund 09/08/16	Vehicle Sticker Refund 09/08/2016	120.00
6	00	4400	Building Permits	6409 Advantage Plumbing & Drain Inc	2016-08000192	Sewer Permit Refund Issued 09/08/2016	300.00
7	00	4400	Building Permits	6406 Malapanes, Hercules	2016-08000192	Sewer Permit Refund Issued 08/18/2016	300.00
8	00	4400	Building Permits	2516 Capps Plumbing & Sewer	2016-08000235	Sewer Permit Refund Issued 08/23/2016	300.00
9	00	4500	Court costs, Fees & Charges	6410 Ryder Truck Rental Inc	P0232619	Overpayment for Parking Ticket 9/7/16	40.00
10	00	4500	Court costs, Fees & Charges	4091 Judson, La Fayne R	P0228657	Overpayment for Parking Ticket 8/31/16	25.00
11	00	4630	Resident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	16-0025230	Medical Reimb for Ambulance Billing DOS 06/29/2016	680.00
12	Total 00 - Non Departmental						2,473.00

13	Elected Office						
14	10	6000	Professional Services	1016 Alfred G Ronan LTD	Sept 2016	Lobbyist Services for September 2016	5,000.00
15	10	6000	Professional Services	1210 Sterling Codifiers	18122	City Code Supplement #31 Main and Zoning 07/25/2016	1,349.00
16	10	6100	Publication of Notices	1069 Paddock Publications Inc	T4450252	Legal Notice 08/24/2016 - HVAC Repair & Maint 2017-2019	33.75
17	10	7000	Office Supplies	1644 Warehouse Direct Inc	3187797-0	3 Desk Calendars 2017	55.14
18	10	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081016	Water Supply 07/14/2016	6.00
19	10	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091016	Water Supply 08/11/2016 & 09/08/2016	28.08
20	Total 10 - Elected Office						6,471.97

21	City Administration						
22	20	5010	Temporary Wages	5764 GovTempUSA LLC	2046068	Temporary Services Week Ending 08/14/2016	1,960.00
23	20	5010	Temporary Wages	5764 GovTempUSA LLC	2035160	Temporary Services Week Ending 07/24/2016	2,070.25
24	20	5010	Temporary Wages	5764 GovTempUSA LLC	2046067	Temporary Services Week Ending 08/07/2016	1,911.00
25	20	5315	Tuition Reimbursements	3600 Rogers, Edward	TRP 2016 Summer	Tuition Reimbursement 2016 Summer	1,539.00
26	20	5340	Pre-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	605763	New Hire Testing 08/02/2016 & 08/31/2016	142.00
27	20	5340	Pre-Employment Exams	4820 Aurico Reports Incorporated	273385	Recruitment Background Screening Aug 2016	604.50
28	20	5345	Post-Employment Exams	4650 Alta Language Services Inc	IS310407	Listening & Speaking Test 08/23/2016	62.00
29	20	6000	Professional Services	5079 RV Enterprises Ltd	91601625	250 Electronic Pedometers for Event Giveaways	935.00
30	20	6000	Professional Services	5079 RV Enterprises Ltd	8160160	100 Customized Flash Drives for Giveaways and Events	503.00

City of Des Plaines

Warrant Register 10/03/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
31	20	6000	Professional Services	5079 RV Enterprises Ltd	8160155	1,000 Black/Green Pens For Giveaways and Special Events	906.25
32	20	6000	Professional Services	4714 Wilson Consulting	13815	Telecommunication Consulting for Call One Lines 7/1/16-9/13/16	945.00
33	20	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	02-16	Administrative Hearing Officer 06/09-08/18/2016	2,700.00
34	20	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	16-17	Legal Services 09/05-09/12/2016	1,660.00
35	20	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	7682	Legal Services August 2016	20,828.60
36	20	6110	Printing Services	4889 Konica Minolta Business Solutions USA Inc	9002721457	Copy Charge For City Copiers 08/03/2016 - 9/02/2016	3,442.74
37	20	6120	Recording Fees	1139 Cook County of Illinois	2908312016	Recording Fees for Deeds on 08/18/2016	92.00
38	20	6195	Miscellaneous Contractual Services	5812 GovHR USA LLC	1-8-16-186	2016 Compensation & Classification Eval-Deposit (40% of Total)	7,500.00
39	20	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	3195	Citizen Service Request System Study Group August 2016	275.00
40	20	6195	Miscellaneous Contractual Services	5687 OmniMusic	09/14/2016	Production Music License Fee 9/1/2016 - 8/31/2017	2,500.00
41	20	6550	Subsidy - Senior Citizen Cab Service	1421 American Charge Service	98996	Taxi Cab Subsidy August 2016 M-12-11	147.00
42	20	7000	Office Supplies	1220 Runco Office Supply	660541-0	1 Pack of Batteries	22.99
43	20	7000	Office Supplies	1220 Runco Office Supply	C 658071-0	Return of Pens	(14.53)
44	20	7000	Office Supplies	4239 Anderson Safford	9107	One Pre-inked Stamp for AP Invoices	44.25
45	20	7000	Office Supplies	1220 Runco Office Supply	659960-0	2 Cartons of Copy Paper	65.98
46	20	7005	Printer Supplies	1820 Datasource, Ink	14891	1 Toner Cartridge	149.00
47	20	7005	Printer Supplies	1820 Datasource, Ink	14833	9 Toner Cartridges For Various City Printers	1,593.00
48	20	7005	Printer Supplies	1820 Datasource, Ink	14826	3 Toner Cartridges For City Printers	447.00
49	20	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091016	Water Supply 08/11/2016 & 09/08/2016	74.02
50	20	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081016	Water Supply 07/14/2016	44.06
51	20	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081016	Water Supply 07/14/2016	38.73
52	20	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091016	Water Supply 08/11/2016 & 09/08/2016	38.78
53	20	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091016	Water Supply 08/11/2016 & 09/08/2016	78.03
54	20	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081016	Water Supply 07/14/2016	38.07
55	20	8010	Furniture & Fixtures	1076 Sam's Club Direct	000000 GLGJID	Two Metal Shelving Units for 4th Floor Media Services	199.92
56	Total 20 - City Administration						53,542.64

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
57	Finance						
58	30	6110	Printing Services	1233 Press Tech Inc	38983	5K #10 Window Envelopes	519.00
59	30	6305	R&M Equipment	6418 Copier Dynamics	83041	Repair to Martin Yale Folding Machine 09/15/2016	287.50
60	30	7000	Office Supplies	1644 Warehouse Direct Inc	3183796-0	3 Cartons of Copy Paper	109.38

City of Des Plaines

Warrant Register 10/03/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
61	30	7000	Office Supplies	1644 Warehouse Direct Inc	3195956-0	2 Ctns of Copy Paper, 2 Dz Highlighters, 7 Bxs of Staples, Etc.	146.01
62	30	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081016	Water Supply 07/14/2016	98.01
63	30	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091016	Water Supply 08/11/2016 & 09/08/2016	193.92
64	Total 30 - Finance						1,353.82

Community Development							
65							
66	40	6000	Professional Services	3309 Elevator Inspection Services Inc	62477	Elevator Plan Review 09/07/2016	40.00
67	40	6000	Professional Services	3309 Elevator Inspection Services Inc	62257	Elevator Plan Review 08/29/2016	40.00
68	40	6000	Professional Services	3309 Elevator Inspection Services Inc	62256	Elevator Plan Review 08/29/2016	40.00
69	40	6000	Professional Services	3309 Elevator Inspection Services Inc	62404	10 Elevator Inspections 08/23/2016	290.00
70	40	6000	Professional Services	3309 Elevator Inspection Services Inc	62559	Seven Elevator Inspections 9/1/2016	203.00
71	40	6000	Professional Services	1332 Kane McKenna & Associates	14145	Document Prep, Financial Analysis, JRB & Research 8/2-8/19/2016	654.15
72	40	6100	Publication of Notices	1050 Journal & Topics	170800	Planning and Zoning Board Legal Notice 08/26/2016	118.58
73	40	6110	Printing Services	1017 Alphagraphics	42164	CDBG Develop Dept Binding 09/06/2016	10.00
74	40	6110	Printing Services	1233 Press Tech Inc	38970	3 Boxes of Business Cards	60.00
75	40	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	24923	Nuisance Abatement and Grass Cutting 08/03-08/31/2016 R-2816	6,207.49
76	40	6601	Subsidy - Business Assistance	6407 El Bistro Latino LLC	BAG 09/02/2016	Business Assistance Grant Awning 09/02/2016	2,193.75
77	40	7000	Office Supplies	1066 Office Depot	862681327001	2 Boxes of Paper and Calculator	39.50
78	40	7000	Office Supplies	1066 Office Depot	862681327001	2 Boxes of Paper and Calculator	77.84
79	40	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091016	Water Supply 08/11/2016 & 09/08/2016	128.97
80	40	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081016	Water Supply 07/14/2016	59.04
81	40	7300	Uniforms	1538 Lands' End Business Outfitters	SIN4132113	Uniform Shirts for CED 08/30/2016	262.99
82	40	7300	Uniforms	1538 Lands' End Business Outfitters	SIN4157300	Two Inspector Shirts 09/09/2016	89.30
83	40	8010	Furniture & Fixtures	6176 American Glass Top Company	72561	Glass Top for 3rd Floor Conference Table and Mounted Wall Sign	1,048.00
84	40	8010	Furniture & Fixtures	6176 American Glass Top Company	72561	Glass Top for 3rd Floor Conference Table and Mounted Wall Sign	1,048.00
85	Total 40 - Community Development						12,610.61

Public Works & Engineering							
86							
87	50	5325	Training	1252 NIPSTA	15582	Driver Training 08/01/2016 & 08/2/2016 for 2 Maint Operators	700.00
88	50	6025	Administrative Services	1172 Third Millennium Associates Inc	19860	Utility Bill Rendering 09/15/2016	515.40

City of Des Plaines

Warrant Register 10/03/2016

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
89	50	6040	Waste Hauling & Debris Removal	1021 Arc Disposal-Republic Svc #551	0551-012842969	Residential Refuse Collection Aug 2016 R-35-14	253,725.00
90	50	6040	Waste Hauling & Debris Removal	1021 Arc Disposal-Republic Svc #551	4551-000002419	Debris Disposal - August 2016	385.35
91	50	6135	Rentals - Uniforms	1029 Cintas #22	022361454	Mechanics Uniform Rental - 09/05/2016	117.25
92	50	6135	Rentals - Uniforms	1029 Cintas #22	022358457	Mechanics Uniform Rental - 08/29/2016	117.25
93	50	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	3196	GIS Staffing and Services 08/01-08/31/2016 R-5-16	15,783.19
94	50	6195	Miscellaneous Contractual Services	2292 Built Best Fence Co Inc	31332	Remove & Repair Guard Rail on Third Avenue-08/30/2016	1,200.00
95	50	6195	Miscellaneous Contractual Services	1019 Anderson Pest Solutions	3953021	Pest Control - PW Sept. 2016	56.50
96	50	6195	Miscellaneous Contractual Services	1029 Cintas #22	022363611	Mat Rental - Train Station & City Hall - 09/08/2016	326.66
97	50	6195	Miscellaneous Contractual Services	1029 Cintas #22	022360557	Mat Rental - City Hall - 09/01/2016	211.23
98	50	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	53308967	Growth Regulator Application for Retention Areas - 09/02/2016	1,186.00
99	50	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	30846	Landscape Maintenance - August 2016 R-32-16	19,594.82
100	50	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	106	Kronos Software User Fees - August 2016	187.00
101	50	6305	R&M Equipment	1674 Spring-Align of Palatine, Inc	104381	Front End Alignment - Fire 7602 - 07/28/2016	199.99
102	50	6310	R&M Vehicles	1208 Steiner Electric Company	S005478477.001	Service Call to Generator Transfer Switch City Hall - 08/29/2016	220.00
103	50	6315	City Hall	2350 Anderson Elevator Co	192303	Monthly Elevator Service - September 2016	472.04
104	50	6315	City Hall	1025 Bedco Inc	093650	HVAC Maintenance - October 2016	772.50
105	50	6315	City Hall	1025 Bedco Inc	093629	Service Call - Engineering - 09/06/2016	180.00
106	50	6315	City Hall	1025 Bedco Inc	093630	Service Call - Council Room - 09/06/2016	120.00
107	50	6315	Police	2350 Anderson Elevator Co	192303	Monthly Elevator Service - September 2016	239.98
108	50	6315	Fire Station #63	1525 Hastings Air-Energy Control Inc	l63021	Service Call - Fire 63 - 08/28/2016	154.95
109	50	6315	Other	1025 Bedco Inc	093640	Changed Filters - Gun Range - 09/06/2016	306.00
110	50	6315	Other	1025 Bedco Inc	093650	HVAC Maintenance - October 2016	257.50
111	50	6325	R&M Street Lights	1044 H&H Electric Co	26741	Streetlight Maintenance - State & Cornell - 08/15/2016	240.00
112	50	6325	R&M Street Lights	1044 H&H Electric Co	26742	Streetlight Maintenance- Oakton & White - 08/16/2016	252.50
113	50	7000	Office Supplies	1066 Office Depot	863534534001	1 Case Paper, 1 Ream Yellow Paper, 12 Blue Pens & Notebook	51.14
114	50	7000	Office Supplies	1066 Office Depot	863089093001	1 Dz Gel Pens and 3 Dz Mini Binder Clips	13.86

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115	50	7000	Office Supplies	1066 Office Depot	863088911001	4 Ctns of Paper, 1 Bx of Legal Files, 1 Pk of Batteries, Etc.	242.50
116	50	7025	Supplies - Custodial	1029 Cintas #22	022363610	Hand Soap, Hand Towels, Toilet Paper, Etc.	236.66
117	50	7025	Supplies - Custodial	1029 Cintas #22	022360555	Soap, Degreaser, Glass Cleaner & Hand Towels	210.53
118	50	7025	Supplies - Custodial	5699 March Industries Inc	165030	1 Gallon Bleach - City Hall	17.75
119	50	7025	Supplies - Custodial	5699 March Industries Inc	164486	1 Pkg Stainless Cleaner Wipes - City Hall	95.00
120	50	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	6010035	Tubing Cutter - PW	27.98
121	50	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	3374019	Friction Sling for Tree Removals	84.99
122	50	7040	Supplies - Vehicle R&M	1088 Atlas Bobcat LLC	BC7515	Chain, Link, Sprockets, Ring Flange, Bearing & Key-PW5B22	441.10
123	50	7040	Supplies - Vehicle R&M	1088 Atlas Bobcat LLC	BC8198	2 Oil Filters, 2 Element Filters, Fuel Filter - PW 5011	85.17
124	50	7040	Supplies - Vehicle R&M	1088 Atlas Bobcat LLC	BC8219	4 Oil Filters, 2 Air Filters, Fuel Filter - PW 5039/5011	272.11
125	50	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000222998	66 Lights, 6 Grommets - PW Stock	77.14
126	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	779250	Return - AC Accumulator - Fire 7701	(74.80)
127	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	784991	Fan Clutch Assembly - Fire 7701	304.71
128	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	785308	AC Condenser - Fire 7701	214.73
129	50	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	404401P	AC Pressure Switch - Fire 7701	51.26
130	50	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	404158P	Transmission Cooling Lines - Police 6012	34.30
131	50	7040	Supplies - Vehicle R&M	1550 Addison Building Material Co	838443	6 Cans of Hornet Spray - PW 5029, 5032	38.29
132	50	7040	Supplies - Vehicle R&M	2329 Federal Signal Corp Emergency Products	6380238	5 Lights, 2 Mounts, & 2 Chrome Bezels - Fire 7602	1,380.20
133	50	7040	Supplies - Vehicle R&M	2329 Federal Signal Corp Emergency Products	6381314	5 Lights, 2 Chrome Bezels - Fire 7603	1,126.11
134	50	7040	Supplies - Vehicle R&M	1941 Global Equipment Company	109999440	Tire Repair Patches, Cement, and Dressing - PW/Police	173.83
135	50	7040	Supplies - Vehicle R&M	1941 Global Equipment Company	109999440	Tire Repair Patches, Cement, and Dressing - PW/Police	130.37
136	50	7040	Supplies - Vehicle R&M	1018 Anderson Lock Company LTD	0920168	8 Double Sided Keys - Fire 7702/7703	45.60
137	50	7040	Supplies - Vehicle R&M	1085 Alexander Equipment Company Inc	126376	Ignition Switch, Plug and Electrical & Terminals - PW 5040	56.40
138	50	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	1262420170	Air Dryer, 8 Brass Fittings, Connectors & Brass Pipe - Fire 7601	535.45
139	50	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	1262440119	2 Coolant Hoses - Fire 7801	111.92
140	50	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	1262520230	2 Mud Flaps - PW 5083	46.50

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141	50	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	5134836	Hydraulic & Brass Fittings, Shrink Tubing, Batteries - Stock	255.93
142	50	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs	490-103119-01	(3) 12 V Batteries - PW Stock	257.70
143	50	7040	Supplies - Vehicle R&M	4680 McAllister Equipment Company	VP20800	2 Hexagon Nuts - PW 5006	20.08
144	50	7040	Supplies - Vehicle R&M	4680 McAllister Equipment Company	VP20813	Rubber Mounts, Washers, Lock Nuts, Hexagon, Screws - PW 5006	213.45
145	50	7040	Supplies - Vehicle R&M	4680 McAllister Equipment Company	VP20838	Hexagon Screw - PW 5006	19.54
146	50	7040	Supplies - Vehicle R&M	4680 McAllister Equipment Company	VP20901	Washers, Screws, Lock Nuts, Engine Mounts - PW 5006	168.75
147	50	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027624535187	Air Filter - Fire 7601	152.60
148	50	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027625770685	2 Air Filters - Police Stock	17.02
149	50	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027625235780	2 Fuel Filters - PW Stock	7.34
150	50	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027625725914	3 Air Filters - PW 5056	46.72
151	50	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027623834589	Return 2 Oil Filters - PW	(45.84)
152	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1035521	3 Exhaust Clamp Hangers - PW 5066	11.07
153	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1032030	Injector, Sensor - Police 6403	153.98
154	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1032032	Gasket Kit - Police 6903	29.02
155	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1032034	Fuel Injector - Police 6403	83.99
156	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1034772	2 Exhaust Gaskets, Exhaust Kit, 12 Quarts Oil - Police 6012	85.44
157	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1034863	2 Exhaust Flanges - Police 6012	11.28
158	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1035910	4 Hydraulic Brake Couplings - PW 5062	24.12
159	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1035519	Connector and Exhaust Pipe - PW 5066	22.88
160	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1035632	4 Bolt Kits - Fire 7701	18.76
161	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1033882	2 Brake Lines, 3 Hex Unions, Brake Fluid - EMA 6503	36.34
162	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1033377	Blower Motor, Blower Motor Resistor - Media Services 2004	101.08
163	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1033190	Return Brake Pads - PW Stock	(51.09)
164	50	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	131703444	16 Cases of Windshield Washer Solvent, 4 Cases of Oil - Stock	258.32
165	50	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5594423	Nail Gun Fuel Cell	30.96
166	50	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	0920466	6 Keys for New Hire	32.55

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
167	50	7045	Supplies - Building R&M	1702 Diamond Paint & Home Center LLC	000224782	Eight 3" Paint Brushes - Stock	21.52
168	50	7045	Supplies - Building R&M	5455 Ace Park Ridge	156028	Ant & Roach Kill and Wasp & Hornet Kill Products	37.96
169	50	7045	City Hall	5699 March Industries Inc	164790	Concrete Anchors - City Hall Lunchroom	315.00
170	50	7045	City Hall	5699 March Industries Inc	162443	Four V Belts for 6th Floor Air Handler	109.00
171	50	7045	City Hall	5699 March Industries Inc	164344	20 Cases of Ceiling Tiles - City Hall	2,380.00
172	50	7045	City Hall	1702 Diamond Paint & Home Center LLC	000224522	Six 1 Gallon Containers of Paint - City Hall	29.70
173	50	7045	City Hall	1702 Diamond Paint & Home Center LLC	000224618	One 5 Gallon Container of Paint - City Hall	144.75
174	50	7045	City Hall	1057 Menard Incorporated	82425	Electric Supplies - City Hall	6.97
175	50	7045	City Hall	1057 Menard Incorporated	82433	Electric Parts - City Hall	17.73
176	50	7045	City Hall	1057 Menard Incorporated	82570	Flooring @ City Hall Lunchroom	638.82
177	50	7045	City Hall	1057 Menard Incorporated	81997	Single Outlet Plate - City Hall	1.29
178	50	7045	City Hall	1057 Menard Incorporated	82007	10 Light Bulbs - City Hall	73.90
179	50	7045	Public Works	1057 Menard Incorporated	82307	110 Pieces of Drywall, Screws, Tubecutter, Torch Kit - PW	947.23
180	50	7045	Public Works	1057 Menard Incorporated	82569	Tile @ Foreman's Office @ PW	709.38
181	50	7045	Public Works	1057 Menard Incorporated	80773	Electrical Parts & Fly Ribbon - PW	5.60
182	50	7045	Public Works	1057 Menard Incorporated	82023	Returned Wood - PW	(68.80)
183	50	7045	Public Works	1047 Home Depot Credit Svcs	8023406	Studs - PW	232.96
184	50	7045	Public Works	1047 Home Depot Credit Svcs	9023321	Electrical Supplies - PW	59.92
185	50	7045	Public Works	1047 Home Depot Credit Svcs	9023263	Electrical Parts - PW	299.92
186	50	7045	Public Works	1047 Home Depot Credit Svcs	9281885	Returned 4 Breakers	(20.13)
187	50	7045	Public Works	1047 Home Depot Credit Svcs	6010025	Copper Pipe, Solder Kit, Connections, Couplings - PW	166.01
188	50	7045	Public Works	1047 Home Depot Credit Svcs	6571862	PTFE Tape, Ball Valve, 16 Square Covers, Nails - PW	44.14
189	50	7045	Public Works	1047 Home Depot Credit Svcs	7053775	Painting Supplies - Stock	62.78
190	50	7045	Public Works	1018 Anderson Lock Company LTD	0919697	2 Spring Hinges - PW	68.90
191	50	7045	Public Works	1018 Anderson Lock Company LTD	0919705	Exchange (2) 4" Hinges for (2) 6" Hinges - PW	39.56
192	50	7045	Public Works	5917 Ferguson Enterprises Inc	0827815	Baseboard Heaters - PW	308.79
193	50	7045	Historical Society	1043 WW Grainger Inc	9215039661	Ballast - Historical Society	50.44
194	50	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10173520	2 Cubic Yards of Top Soil - Parkway Restorations - 09/06/2016	53.80
195	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	60525MB	168.53 Tons Asphalt - Resurface Rusty - 09/09/2016	4,327.73
196	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	60290MB	154.68 Tons Asphalt Resurface Debra - 08/26/2016	3,972.07
197	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	60319MB	169.75 Tons Asphalt - Resurface Rusty - 08/29/2016	4,359.07

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
198	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	60351MB	2.07 Tons Asphalt - Potholes & Trip Hazards - 08/30/2016	53.16
199	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	60374MB	138.52 Tons Asphalt - Resurface Rusty - 08/31/2016	3,557.11
200	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	60404MB	1.89 Tons Asphalt - Potholes & Trip Hazards - 09/01/2016	48.53
201	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	60429MB	1.69 Tons Asphalt - Potholes & Trip Hazards - 09/02/2016	43.40
202	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	60450MB	1.10 Tons of Asphalt - Potholes and Trip Hazards - 09/06/2016	28.25
203	50	7055	Other Supplies	1047 Home Depot Credit Svcs	4591603	Push Broom, Hardware & Water	47.67
204	50	7140	Electricity	1033 ComEd	2607132134-09/16	Electricity Service 08/03-09/01/2016	176.49
205	50	7140	Electricity	1033 ComEd	5222730006-09/16	Electricity Service 08/04-09/02/2016	239.30
206	50	7140	Electricity	1033 ComEd	4974507003-09/16	Electricity Service 08/09-09/07/2016	264.83
207	50	7320	Equipment < \$5,000	1941 Global Equipment Company	109912461	Cylinder Storage Cabinet for Propane - Forklift	549.97
208	50	7320	Equipment < \$5,000	6101 Rohn Products LLC	42295	Monopole Grounding Kit and Chain Mount Bracket	840.60
209	50	8010	Furniture & Fixtures	1047 Home Depot Credit Svcs	8023380	EMA Cabinets & Parts	328.31
210	50	8100	Improvements	6240 Overbuilt LLC	9.12.2016-1	Building Pole Barn Building - PW - 08/06-08/09/2016	11,400.00
211	50	8100	Improvements	6240 Overbuilt LLC	9.12.2016-2	2 Garage Door Openers - PW	1,600.00
212	50	8100	Improvements	6240 Overbuilt LLC	9.12.2016-3	Installation of 2 Overhead Garage Doors - 08/12-08/13/2016	900.00
213	50	8100	Improvements	6240 Overbuilt LLC	09.12.2016-4	Labor for Extension of PW Building 09/12/2016	500.00
214	Total 50 - Public Works & Engineering						345,487.53

Police Department							
215							
216	60	5310	Membership Dues	1510 Northwest Police Academy	09/08/2016	Northwest Police Academy Annual PD Dues Sept 2016-June 2017	50.00
217	60	5325	Training	1261 Northeast Multiregional Training	210226	Criminal Code Departmental In-Service Training September 7, 2016	597.00
218	60	5325	Training	1261 Northeast Multiregional Training	210225	Use of Force Departmental In-Service Sept 7, 2016	514.00
219	60	5325	Training	1182 Safety Tech & Rescue Training Group	S016-9-144	Gas Mask, AED, CPR Training 9/6/16 In-Service	1,100.00
220	60	5325	Training	1627 IL Homicide Investigators Assoc	08/31/2016	IL Homicide Investigators Training Oct 10-12, 2016 (3 Officers)	585.00
221	60	6000	Professional Services	5975 Aero Removals Trisons Inc	19057CR	Removal & Transport of Deceased for Aug 2016	1,400.00
222	60	6015	Communication Services	1680 Pacific Telemanagement Services	865853	3 Public Pay Phones PD Monthly Service Fee October 2016	228.00
223	60	6110	Printing Services	1142 Copyset Center	47237	(18 B) Daily Activity Sheets (80 Pads)	400.00
224	60	6110	Printing Services	1233 Press Tech Inc	38664	1 Box of Business Cards	20.00

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
225	60	6185	Animal Control	2950 When Nature Calls	8119	Nuisance Animal Control Pick Ups for Aug 2016	2,650.00
226	60	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	09/01/2016	Towing Service PD August (8)	265.00
227	60	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	9412138986	Shredding Service PD August 26, 2016	138.68
228	60	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	834655639	Investigations Database August 2016	288.00
229	60	6345	R&M Police Range	2066 Sarge's Range Service Inc	SRS-238	Hepa Vacuum Range and Classroom July 11 & Aug 1 & 17, 2016	493.50
230	60	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1211340	1 Box Hanging Folders, 1 Wall Calendar/Planner	32.48
231	60	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1207453	2017 Desk Calendars (24), 2017 Planner Refill, Note Paper 1 Pk	146.09
232	60	7015	Supplies - Police Range	4777 Site Firearms Training Center, The	09/08/2016	Live Fire Shoot House Rental Sept 8, 2016	500.00
233	60	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091016	Water Supply 08/11/2016 & 09/08/2016	155.90
234	60	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081016	Water Supply 07/14/2016	100.95
235	60	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081016	Water Supply 07/14/2016	100.95
236	60	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091016	Water Supply 08/11/2016 & 09/08/2016	155.89
237	60	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081016	Water Supply 07/14/2016	62.04
238	60	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091016	Water Supply 08/11/2016 & 09/08/2016	76.02
239	60	7200	Other Supplies	1018 Anderson Lock Company LTD	0920365	3 Keys and Holder for TRT Vehicle	8.43
240	60	7300	Uniforms	1117 Chicago Badge & Insignia Co	14409	Retirement Badge and Case (Detective)	139.90
241	60	7320	Equipment < \$5,000	4911 Source, Incorporated of Missouri	318692	(16) Sierra Wireless Airlink GX450 Modems and Antennas	11,673.84
242	Total 60 - Police Department						21,881.67

Fire Department							
243							
244	70	5325	Training	6411 Haley, David	Reimb 9/28-9/30	Reimb FD Chaplin for Rosecrance Symposium 09/29 & 09/30/2016	275.00
245	70	5325	Training	6416 Sagen, Matthew	Reimb 09/12/16	Reimbursement for ReCert PALS Class 09/12/2016-FF/Paramedic	179.00
246	70	5325	Training	2417 Orland Fire Protection District	10597	Blue Card Class-1 Paramedic/1 Engineer 08/29-08/31/2016	820.00
247	70	5345	Post-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	608299	1 Annual Physical-B/C 08/26/2016	340.00
248	70	5345	Post-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	608204	1 Annual Physical-1 (HazMat) Paramedic 08/25/2016	469.00
249	70	5345	Post-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	607445	4 Annual Physicals-(2) 08/18, 08/23 & 08/26/2016	1,318.00
250	70	6305	R&M Equipment	1742 Fredriksen Fire Equipment Co	170015	Fire Extinguisher Maintenance Sta 61 09/08/2016	660.85

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251	70	6305	R&M Equipment	1742 Fredriksen Fire Equipment Co	170016	Fire Extinguisher Maintenance Sta 63 09/08/2016	326.40
252	70	6305	R&M Equipment	1742 Fredriksen Fire Equipment Co	170017	Fire Extinguisher Maintenance Sta 62 09/08/2016	201.45
253	70	6305	R&M Equipment	1519 Sensit Technologies	0230288-IN	Repairs to Air Meter Serial #SW07088 08/31/2016	641.12
254	70	6305	R&M Equipment	1519 Sensit Technologies	0230451-IN	Repairs to Air Meter Serial #1481 09/06/2016	394.52
255	70	6305	R&M Equipment	1519 Sensit Technologies	0230452-IN	Repairs to Air Meter Serial #1556 09/06/2016	284.52
256	70	7000	Office Supplies	1220 Runco Office Supply	659822-0	3 Diary Calendars-3 Stations	215.97
257	70	7035	Supplies - Equipment R&M	1758 BBC Lighting & Supply	216069	72 9V Batteries & 48 AAA Batteries for SCBA Maint	125.52
258	70	7035	Supplies - Equipment R&M	1758 BBC Lighting & Supply	217406	120 N Size Batteries for SCBA Maintenance	108.00
259	70	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 091016	Water Supply 08/11/2016 & 09/08/2016	38.07
260	70	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081016	Water Supply 07/14/2016	32.01
261	70	7200	Other Supplies	5036 Rescue Direct Inc	65832	2 Spools Tubular Webbing & 10 Carabiners	189.45
262	70	7200	Other Supplies	5923 File of Life Foundation Inc	H26757	500 File of Life Refrigerator Magnets	351.70
263	70	7320	Equipment < \$5,000	5036 Rescue Direct Inc	65832	2 Spools Tubular Webbing & 10 Carabiners	179.90
264	70	7320	Equipment < \$5,000	1080 Air One Equipment Inc	115563	4 Chief Nozzles	1,780.00
265	70	7320	Equipment < \$5,000	1080 Air One Equipment Inc	115562	1 Short Elk-O-Lite Handle & Pressure Gauge	311.47
266	Total 70 - Fire Department						9,241.95

Fire & Police Commission							
267							
268	75	5340	Pre-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	608201	1 New Hire Paramedic-Physical 08/24/2016	881.00
269	75	5340	Pre-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	608203	1 New Hire Paramedic-Physical 08/24/2016	931.00
270	75	5340	Pre-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	608208	1 New Hire Paramedic-Physical 08/23/2016	931.00
271	Total 75 - Fire & Police Commission						2,743.00

Overhead							
272							
273	90	6015	Communication Services	1027 Call One	09-15-2016	Communication Service 09/15- 10/14/2016	3,990.59
274	90	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	138703	Collection Services for August 2016	7,014.15
275	90	6195	Miscellaneous Contractual Services	5675 Azavar Audit Solutions	12286	Utility Tax Audit for August 2016 (Nicor 44/60)	495.35
276	90	6500	Subsidy - Historical Museum	1717 Des Plaines Historical Society	Oct 2016	Oct 2016 Historical Society Subsidy	3,333.33
277	Total 90 - Overhead						14,833.42

278	Total 100 - General Fund						470,639.61
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Fund: 201 - TIF #1 Downtown Fund							
279							
280	00	6000	Professional Services	2785 Walker Parking Consultants	31769820006	TO #4 Parking Structures Maintenance - August 2016	1,337.00

City of Des Plaines

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
281	00	6000	Professional Services	1332 Kane McKenna & Associates	14145	Document Prep, Financial Analysis, JRB & Research 8/2-8/19/2016	654.17
282	00	6150	City Maintenance	5399 Beary Landscape Management	30846	Landscape Maintenance - August 2016 R-32-16	7,172.78
283	00	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	52906547	Tree/Shrub Insect & Disease Control TIF 1 - 08/27/2016	750.00
284	00	6195	Miscellaneous Contractual Services	1029 Cintas #22	022363611	Mat Rental - Train Station & City Hall - 09/08/2016	58.13
285	00	6195	Miscellaneous Contractual Services	1019 Anderson Pest Solutions	3953022	Pest Control - Metra Station - Sept. 2016	36.00
286	00	6195	Miscellaneous Contractual Services	1029 Cintas #22	022360556	Mat Rental - Train Station - 09/01/2016	59.08
287	00	6315	R&M Buildings & Structures	4923 J Gill & Company	1893	2016 Parking Structure Repairs 08/08-09/04/2016 Pymt 2, R-84-16	135,585.00
288	00	7045	Supplies - Building R&M	5455 Ace Park Ridge	156233	Rodent Trap & Bait - Metra Station	21.70
289	00	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10168872	Plants & Containers - Train Station	518.40
290	00	7140	Electricity	1033 ComEd	5310658082-09/16	Electricity Service 08/09-09/07/2016	37.44
291	00	7140	Electricity	1033 ComEd	5310657021-09/16	Electricity Service 08/09-09/07/2016	39.86
292	00	7140	Electricity	1033 ComEd	6045062008-09/16	Electricity Service 08/09-09/07/2016	81.62
293	00	7140	Electricity	1033 ComEd	0237106099-09/16	Electricity Service 08/09-09/07/2016	247.65
294	00	7140	Electricity	1033 ComEd	0392121005-09/16	Electricity Service 08/09-09/07/2016	137.55
295	00	7140	Electricity	1033 ComEd	0445091056-09/16	Electricity Service 08/09-09/07/2016	231.45
296	Total 00 - Non Departmental						146,967.83

297	Total 201 - TIF #1 Downtown Fund						146,967.83
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Fund: 203 - TIF #3 Wille Road Fund							
299	00	6000	Professional Services	1332 Kane McKenna & Associates	14145	Document Prep, Financial Analysis, JRB & Research 8/2-8/19/2016	654.17
300	Total 00 - Non Departmental						654.17

301	Total 203 - TIF #3 Wille Road Fund						654.17
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Fund: 205 - TIF #5 Perry/Lee Fund							
303	00	6000	Professional Services	1332 Kane McKenna & Associates	14145	Document Prep, Financial Analysis, JRB & Research 8/2-8/19/16	654.17
304	Total 00 - Non Departmental						654.17

305	Total 205 - TIF #5 Perry/Lee Fund						654.17
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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
306	Fund: 206 - TIF #6 Mannheim/Higgins Fund						
307	00	6000	Professional Services	1332 Kane McKenna & Associates	14145	Document Prep, Financial Analysis, JRB & Research 8/2-8/19/2016	654.17
308	Total 00 - Non Departmental						654.17

309	Total 206 - TIF #6 Mannheim/Higgins Fund						654.17
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310	Fund: 207 - TIF #7 Mannheim/Higgins South						
311	00	6000	Professional Services	1332 Kane McKenna & Associates	14145	Document Prep, Financial Analysis, JRB & Research 8/2-8/19/2016	654.17
312	00	6000	Professional Services	1123 Christopher B Burke Engineering LTD	131422	Engr Svcs - Orchard Place Reconstruction 07/31-08/27/2016	3,821.37
313	00	6000	Professional Services	1123 Christopher B Burke Engineering LTD	131421	Willow Creek Floodway Relo Eval 07/31-08/27/2016	10,795.00
314	Total 00 - Non Departmental						15,270.54

315	Total 207 - TIF #7 Mannheim/Higgins South						15,270.54
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316	Fund: 230 - Motor Fuel Tax Fund						
317	00	7140	Electricity	1033 ComEd	0725000037-09/16	Electricity Service 08/10-09/08/2016	7.01
318	00	7140	Electricity	1033 ComEd	3657136067-09/16	Electricity Service 08/09-09/07/2016	519.52
319	00	7140	Electricity	1033 ComEd	1273119011-09/16	Electricity Service 08/05-09/06/2016	1,986.53
320	00	7140	Electricity	1033 ComEd	2644104014-09/16	Electricity Service 08/03-09/01/2016	270.34
321	00	7140	Electricity	1033 ComEd	3471079047-09/16	Electricity Service 08/08-09/02/2016	27.86
322	00	7140	Electricity	1033 ComEd	2943015087-08/16	Electricity Service 07/21-08/19/2016	17,124.46
323	Total 00 - Non Departmental						19,935.72

324	Total 230 - Motor Fuel Tax Fund						19,935.72
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325	Fund: 240 - CDBG Fund						
326	00	6570	Subsidy - Residential Rehab	3574 Standra Improvements	HR 07/27/2016	Home Repair Program 08/06/2015-07/27/2016	10,122.00
327	Total 00 - Non Departmental						10,122.00

328	Total 240 - CDBG Fund						10,122.00
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329	Fund: 250 - Grant Projects Fund						
330	00	6000	Professional Services	1163 URS Corp	37799056	R-180-14 Const Engr-River Rd Recon Ph 2 07/02-0729/2016	68,519.60
331	00	8100	Improvements	5048 Greco Contractors Inc	2014-River2-P23	R-179-14 River Rd Recon Ph2 Pymt 23 07/01-07/31/2016	985,301.75
332	Total 00 - Non Departmental						1,053,821.35

333	Total 250 - Grant Projects Fund						1,053,821.35
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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
334	Fund: 260 - Asset Seizure Fund						
335	00	5325	Training	1724 IL Law Enforcement Alarm System	1765	80 Hour SWAT Team Course (2 Ofc's TRT) Sept 6-15, 2016	3,000.00
336	Total 00 - Non Departmental						3,000.00
337	Total 260 - Asset Seizure Fund						3,000.00
338	Fund: 280 - Emergency Telephone System Fund						
339	60	6015	Communication Services	1027 Call One	09-15-2016	Communication Service 09/15-10/14/2016	12,134.24
340	60	6305	R&M Equipment	1119 Chicago Office Technology Group Inc	IN617679	Copy Charges, V8270 7/22-8/21, 2016	9.23
341	60	6305	R&M Equipment	1621 AT&T Global Services Inc	SB950289	Service on 911 Backup Phone Center Aug 24, 26, 31, Sept 6, 2016	1,137.50
342	Total 60 - Police Department						13,280.97
343	70	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-17-10	Dispatch Service October 2016 R-141-13	47,824.12
344	70	6035	Dispatch Services	5973 Emergency Twenty Four Inc	89528	Elevator Alarm Dispatch-August 2016	1,582.00
345	Total 70 - Fire Department						49,406.12
346	Total 280 - Emergency Telephone System Fund						62,687.09
347	Fund: 400 - Capital Projects Fund						
348	00	6000	Professional Services	2785 Walker Parking Consultants	31769820006	TO #4 Parking Structures Maintenance - August 2016	1,337.00
349	00	6000	Professional Services	1123 Christopher B Burke Engineering LTD	128578	Resident Engineering-Central Rd Bike Lane 01/01-01/30/2016	19,511.61
350	00	6000	Professional Services	1199 Spaceco Inc	69265	Construction Engr-2016 CIP Contract A 06/26-08/27/2016	14,012.80
351	00	6000	Professional Services	1199 Spaceco Inc	69266	Construction Engr-2016 CIP Contract B 06/26-08/27/2016	14,417.50
352	00	6000	Professional Services	5659 V3 Companies of Illinois Ltd	816240	Consultant - Channel Debris Procedure 07/31-08/27/2016	1,068.54
353	00	6025	Administrative Services	1172 Third Millennium Associates Inc	19860	Utility Bill Rendering 09/15/2016	257.70
354	00	6165	Street Pavement Markings	1217 Superior Road Striping	629516	Lane Marking 2016 - 08/19/2016	2,523.30
355	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	60525MB	168.53 Tons Asphalt - Resurface Rusty - 09/09/2016	3,028.61
356	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	60429MB	1.69 Tons Asphalt - Potholes & Trip Hazards - 09/02/2016	30.37
357	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	60404MB	1.89 Tons Asphalt - Potholes & Trip Hazards - 09/01/2016	33.97
358	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	60374MB	138.52 Tons Asphalt - Resurface Rusty - 08/31/2016	2,489.31
359	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	60351MB	2.07 Tons Asphalt - Potholes & Trip Hazards - 08/30/2016	37.20

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
360	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	60319MB	169.75 Tons Asphalt - Resurface Rusty - 08/29/2016	3,050.53
361	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	60290MB	154.68 Tons Asphalt Resurface Debra - 08/26/2016	2,779.71
362	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	60450MB	1.10 Tons of Asphalt - Potholes and Trip Hazards - 09/06/2016	19.77
363	00	8100	Improvements	5048 Greco Contractors Inc	2014-River2-P23	R-179-14 River Rd Recon Ph2 Pymt 23 07/01-07/31/2016	154,786.76
364	Total 00 - Non Departmental						219,384.68

365	Total 400 - Capital Projects Fund						219,384.68
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Fund: 410 - Equipment Replacement Fund							
366							
367	00	8300	Principal	1318 Illinois Finance Authority	2016-421	2016 Annual Fire Truck Loan Payment	12,500.00
368	Total 00 - Non Departmental						12,500.00

369	Total 410 - Equipment Replacement Fund						12,500.00
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Fund: 420 - IT Replacement Fund							
370							
371	00	6140	Leases	5109 Konica Minolta Premier Finance	65555428	Oct 2016 Konica Copier Lease Exp 9/30/2017 (Year 2 of 3)	4,533.00
372	00	8005	Computer Hardware	4288 Burwood Group Incorporated	EA-2016-27003	Purchase & Installation of IT Network Firewalls as of 07/31/2016	3,108.82
373	00	8005	Computer Hardware	1035 Dell Marketing LP	XK1J829D6	7 Fire Department Rugged Laptops and Docks	3,431.33
374	Total 00 - Non Departmental						11,073.15

375	Total 420 - IT Replacement Fund						11,073.15
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Fund: 500 - Water/Sewer Fund							
376							
377	00	6015	Communication Services	1027 Call One	09-15-2016	Communication Service 09/15-10/14/2016	323.96
378	00	6015	Communication Services	1027 Call One	09-15-2016	Communication Service 09/15-10/14/2016	387.35
379	00	6025	Administrative Services	5939 Rickman Contract Services Inc	160806	Contractual Water Meter Reading Services - 08/09 - 08/24/2016	6,275.70
380	00	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	137762	Water Sample Testing - 08/02-08/25/2016	1,854.00
381	00	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	16-685	2 Water Meter Bench Tests - 09/09/2016	144.00
382	00	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	15459	Weather Service - September 2016	150.00
383	00	6340	R&M Sewer System	1368 Metropolitan Industries Inc	0000313891	Service Call: E River Rd Lift Station - 08/29/2016	460.00
384	00	6505	Subsidy - Sewer Lateral Program	6067 Nawrot, Anna	SLP16-028	Sewer Rebate 09/06/2016	400.00

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385	00	6505	Subsidy - Sewer Lateral Program	6413 Maschmann, Fritz	SLP16-027	Sewer Rebate 09/13/2016	1,462.50
386	00	6510	Subsidy - Flood Assistance	6412 Jentel, Daniel	FRP16-020	Flood Rebate 09/13/2016	2,000.00
387	00	7000	Office Supplies	1066 Office Depot	862657267001	1 Case of Paper, 1 File Lettering A-Z & 1 Pack of Steno Books	63.38
388	00	7020	Supplies - Safety	1703 Proasafety Inc	2/828070	Harnesses, Boots, Gloves & Caution Tape	677.40
389	00	7020	Supplies - Safety	1703 Proasafety Inc	2/827900	Blue & Green Marking Flags & Spray Paint, 14 Prs Safety Glasses	40.10
390	00	7020	Supplies - Safety	4093 HDS White Cap Construction	10005777687	4 Pairs of Safety Glasses	42.96
391	00	7040	Supplies - Vehicle R&M	1941 Global Equipment Company	109999440	Tire Repair Patches, Cement, and Dressing - PW/Police	65.19
392	00	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	403754P	20 Transmission Pan Bolts - Sewer 8023	65.00
393	00	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1033638	Air Filter - Sewer 8023	20.79
394	00	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	1262500223	Mars Light - Water 9025	183.65
395	00	7040	Supplies - Vehicle R&M	1154 West Side Tractor Sales	W47759	Fan Belt - Water 9009	77.63
396	00	7040	Supplies - Vehicle R&M	1670 Arlington Power Equipment Inc	692638	Carburetor & Fuel Filter - PW 9025	61.15
397	00	7040	Supplies - Vehicle R&M	1670 Arlington Power Equipment Inc	693132	Carburetor, Fuel Tube Grommet, Fuel Tube & Fuel Line-PW 9025	73.85
398	00	7040	Supplies - Vehicle R&M	1941 Global Equipment Company	109999440	Tire Repair Patches, Cement, and Dressing - PW/Police	65.19
399	00	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10174342	Dirt - Watermain Break Repairs	80.70
400	00	7070	Water Meters	1303 HD Supply Waterworks LTD	F921915	84 IPERL & OMNI Meters & 135 Smartpoints	27,153.00
401	00	7070	Water Meters	1303 HD Supply Waterworks LTD	F922190	81 Touchpads, 4 Gaskets & 16 Bolts, Nuts & Washers	536.72
402	00	7070	Water Meters	1303 HD Supply Waterworks LTD	G052760	100 Touchpads, 20 Gaskets, 40 Bolts & Nuts	713.00
403	00	7070	Other	5455 Ace Park Ridge	156029	B-Box Repair Parts	99.72
404	00	7070	Other	5699 March Industries Inc	164093	4 Containers & 2 Lids - Central Road Pump Station	299.78
405	00	7070	Other	1703 Proasafety Inc	2/827420	24 Cans Blue Marking Paint	61.20
406	00	7070	Other	1709 Ziebell Water Service Products Inc	234629-000	Gaskets, Nuts & Bolts and Coupling	844.00
407	00	7070	Other	1709 Ziebell Water Service Products Inc	234628-000	5 Replacement Fire Hydrants	14,975.00
408	00	7070	Other	1709 Ziebell Water Service Products Inc	234540-000	Fire Hydrant Repair Parts	84.18
409	00	7070	Other	1709 Ziebell Water Service Products Inc	234588-000	8 x 30 Repair Sleeve	401.08
410	00	7070	Other	1303 HD Supply Waterworks LTD	G017591	2 Repair Clamps	220.00
411	00	7070	Other	1303 HD Supply Waterworks LTD	G051276	6 Meter Frames, Rings & Covers	2,029.20
412	00	7070	Other	1303 HD Supply Waterworks LTD	G062549	4 Repair Clamps	1,074.00
413	00	7070	Other	1303 HD Supply Waterworks LTD	G100301	B-Box Parts	795.60

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
414	00	7075	Supplies - Sewer System Maintenance	6243 Great Lakes Underground Supply LLC	10069	600 Bricks, 32 Adjusting Concrete Rings & 64 Manhole Blocks	1,439.80
415	00	7075	Supplies - Sewer System Maintenance	1703 Prosafety Inc	2/827440	1 Case of Blue Utility Marking Flags	57.95
416	00	7075	Supplies - Sewer System Maintenance	1703 Prosafety Inc	2/827900	Blue & Green Marking Flags & Spray Paint, 14 Prs Safety Glasses	316.80
417	00	7075	Supplies - Sewer System Maintenance	1303 HD Supply Waterworks LTD	G043215	252 Pcs of 12x14' PVC Sewer Pipe	2,293.20
418	00	7140	Electricity	1033 ComEd	2148094073-09/16	Electricity Service 08/10-09/08/2016	45.69
419	00	7140	Electricity	1033 ComEd	0640144010-09/16	Electricity Service 08/08-09/08/2016	58.44
420	00	7140	Electricity	1033 ComEd	0096017042-09/16	Electricity Service 08/04-09/02/2016	527.07
421	00	7140	Electricity	1033 ComEd	5814097012-09/16	Electricity Service 08/09-09/07/2016	65.78
422	00	7140	Electricity	1033 ComEd	6331089024-09/16	Electricity Service 08/04-09/06/2016	355.03
423	00	7140	Electricity	1033 ComEd	5060090016-09/16	Electricity Service 08/05-09/06/2016	138.39
424	00	7140	Electricity	1033 ComEd	0762050019-09/16	Electricity Service 08/05-09/06/2016	20.92
425	00	7140	Electricity	1033 ComEd	3526009006-09/16	Electricity Service 08/08-09/07/2016	93.44
426	00	7140	Electricity	1033 ComEd	4995025051-09/16	Electricity Service 08/04-09/06/2016	33.03
427	00	7140	Electricity	1033 ComEd	0575134020-09/16	Electricity Service 08/02-08/31/2016	112.65
428	00	7140	Electricity	1033 ComEd	3461136053-09/16	Electricity Service 08/03-09/01/2016	27.61
429	00	7140	Electricity	1033 ComEd	3240002012-08/16	Electricity Service 07/28-08/29/2016	150.55
430	00	7140	Electricity	1033 ComEd	2038128006-09/16	Electricity Service 08/04-09/02/2016	48.35
431	00	7140	Electricity	1033 ComEd	5646761001-09/16	Electricity Service 08/02-08/31/2016	30.21
432	00	7140	Electricity	1033 ComEd	2382141015-09/16	Electricity Service 08/04-09/02/2016	51.88
433	00	7140	Electricity	1033 ComEd	0718079040-09/16	Electricity Service 08/04-09/02/2016	54.80
434	00	7140	Electricity	1033 ComEd	2902009038-09/16	Electricity Service 08/04-09/06/2016	248.12
435	00	7140	Electricity	1033 ComEd	3526170000-09/16	Electricity Service 08/04-09/06/2016	38.55
436	00	7140	Electricity	1033 ComEd	1602149012-09/16	Electricity Service 08/05-09/07/2016	211.01
437	00	7140	Electricity	1033 ComEd	6152054027-09/16	Electricity Service 08/05-09/07/2016	6,439.15
438	00	8100	Improvements	1303 HD Supply Waterworks LTD	F511134	Replacement Flow Meters For Maple Street Plant	18,012.00
439	Total 00 - Non Departmental						95,131.40

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
440	30	6025	Administrative Services	1172 Third Millennium Associates Inc	19860	Utility Bill Rendering 09/15/2016	1,209.22
441	Total 30 - Finance						1,209.22

442	Total 500 - Water/Sewer Fund						96,340.62
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Fund: 510 - City Owned Parking Fund							
443							
444	00	6015	Communication Services	1027 Call One	09-15-2016	Communication Service 09/15-10/14/2016	152.93
445	00	6015	Communication Services	1027 Call One	09-15-2016	Communication Service 09/15-10/14/2016	777.29
446	00	6320	R&M Parking Lots	2350 Anderson Elevator Co	192303	Monthly Elevator Service - September 2016	139.80
447	00	6320	R&M Parking Lots	2350 Anderson Elevator Co	192303	Monthly Elevator Service - September 2016	280.17
448	00	7140	Electricity	1033 ComEd	4791127023-09/16	Electricity Service 08/04-09/02/2016	1,886.54
449	00	7140	Electricity	1033 ComEd	4722388001-09/16	Electricity Service 08/04-09/02/2016	19.71
450	00	7140	Electricity	1033 ComEd	2239082030-09/16	Electricity Service 08/08-09/07/2016	934.82
451	00	7140	Electricity	1033 ComEd	5310303000-09/16	Electricity Service 08/09-09/08/2016	217.24
452	00	7140	Electricity	1033 ComEd	4974385007-09/16	Electricity Service 08/09-09/08/2016	23.72
453	00	7140	Electricity	1033 ComEd	0354464001-09/16	Electricity Service 08/08-09/07/2016	2,326.75
454	Total 00 - Non Departmental						6,758.97

455	Total 510 - City Owned Parking Fund						6,758.97
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Fund: 520 - Metra Leased Parking Fund							
456							
457	00	4665	Parking Fees	1165 Union Pacific Railroad	Aug 2016	Parking Fees for August 2016	4,480.64
458	00	7140	Electricity	1033 ComEd	5310666002-09/16	Electricity Service 08/05-09/02/2016	1,129.11
459	Total 00 - Non Departmental						5,609.75

460	Total 520 - Metra Leased Parking Fund						5,609.75
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Fund: 600 - Risk Management Fund							
461							
462	00	5350	Substance Abuse Program	1015 Alexian Brothers Corporate Health Svcs	606554	Substance Abuse Program DPPD Random - 08/09/2016	75.00
463	00	5350	Substance Abuse Program	1015 Alexian Brothers Corporate Health Svcs	607251	Substance Abuse Program PW CDL Random 08/08-08/19/2016	80.00
464	00	5350	Substance Abuse Program	1015 Alexian Brothers Corporate Health Svcs	607301	Substance Abuse Program PW CDL 08/18/2016	135.00
465	Total 00 - Non Departmental						290.00

466	Total 600 - Risk Management Fund						290.00
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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
467	Fund: 700 - Escrow Fund						
468	N/A	2460	Refundable Bonds	5477 Behnam, Chris	2016-07000342	Temporary Banner Refund Issued 09/13/2016	200.00
469	N/A	2493	Escrow Projects	6364 Citywide Security Group Inc	3183	Security Service for Friday Nights Live 07/15/2016	704.00
470	N/A	2493	Escrow Projects	6364 Citywide Security Group Inc	3184	Security Service for 07/22/2016 Friday Nights Live	704.00
471	N/A	2493	Escrow Projects	6364 Citywide Security Group Inc	3185	Security Service for 07/29/2016 Friday Nights Live	704.00
472	N/A	2493	Escrow Projects	1050 Journal & Topics	170761	Journal Ad for Friday Nights Live - Published 08/24/2016	285.00
473	N/A	2493	Escrow Projects	1069 Paddock Publications Inc	58309L01	Ad for Friday Nights Live 08/14/2016	175.00
474	N/A	2493	Escrow Projects	1069 Paddock Publications Inc	58310L01	Ad for Friday Nights Live 08/21/2016	175.00
475	N/A	2493	Escrow Projects	1069 Paddock Publications Inc	58308L01	Ad for Friday Nights Live 08/07/2016	175.00
476	N/A	2493	Escrow Projects	1498 Indestructo Rental Company Inc	22981	Tent, Chair, Table Rental for 08/26/2016 Friday Nights Live	1,876.00
477	Total N/A						4,998.00
478	Total 700 - Escrow Fund						4,998.00
479	GRAND TOTAL						2,141,361.82

City of Des Plaines

Warrant Register - 10/03/2016

Manual Checks

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount
480	Fund: 100 - General Fund					
481	20	6015	Communication Services	1010 AT&T Mobility	839230867x091116 6	Communication Service 08/04-09/03/2016 15.60
482	Total 20 - City Administration					15.60
483	60	6015	Communication Services	1009 AT&T	847R18054608-16	Communication Service 08/28-09/27/2016 63.08
484	Total 60 - Police Department					63.08
485	90	6015	Communication Services	1533 Wide Open West LLC	09/02/2016 x1246	Internet/Cable Service Sept 2016 1,644.15
486	90	6015	Communication Services	1533 Wide Open West LLC	09/02/2016 x1245	Internet/Cable Service Sept 2016 1,950.40
487	Total 90 - Overhead					3,594.55
488	N/A	2471	Red Light Payable	4297 Des Plaines Photo Enforcement Program	1705600399116898	Red Light Cash Payment 09/06/2016 100.00
489	Total N/A					100.00
490	Total 100 - General Fund					3,773.23
491	Fund: 500 - Water/Sewer Fund					
492	00	6510	Subsidy - Flood Assistance	4393 Henriquez, Edward H	FRP16-021	Flood Rebate 09/16/2016 1,365.00
493	Total 00 - Non Departmental					1,365.00
494	Total 500 - Water/Sewer Fund					1,365.00
495	Total					5,138.23

City of Des Plaines
Warrant Register 10/03/2016
Bank of America Credit Card

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount
496	Fund: 100 - General Fund					
497	10	5310	Membership Dues 1453 International Institute of Municipal Clerks	PC - 13387	Enrollment in CMC Certification Prog for Deputy Clerk 08/24/2016	50.00
498	Total 10 - Elected Office					50.00
499	20	5320	Conferences 4926 American Airlines	PC - 13436	Roundtrip Airfare to ICMA Conf for City Mgr 9/24 & 9/28/2016	290.20
500	20	5320	Conferences 4926 American Airlines	PC - 13437	Seating Charge for Flight to ICMA Conf for City Mgr 09/24/2016	11.56
501	20	5320	Conferences 1413 ICMA Intl City/County Management Association	PC - 13475	ICMA 102nd Annual Conf Registration for City Mgr 09/24-9/28/2016	720.00
502	20	5325	Training 2255 NPELRA	PC - 13392	Registration-Training Conf- Galena 10/23-26/26/2016-HR Director	375.00
503	20	5325	Training 5410 Eagle Ridge Resort	PC - 13390	IPELRA Annual Conf-Room Reservation 10/23-10/25/2016-HR Director	173.40
504	20	6100	Publication of Notices 1319 IL Municipal League	PC - 13383	Job Ad-Maint Opr-Facilities & Grounds 08/30-09/09/2016	35.00
505	20	6100	Publication of Notices 1753 American Public Works Association - APWA	PC - 13380	Job Ad - Maint Opr/Facilities & Grounds 08/30-09/09/2016	295.00
506	20	6108	Public Relations & Communications 6010 Constant Contact Inc	PC - 13447	Monthly Subscription to Constant Contact 08/12-09/11/2016	5.00
507	20	6195	Miscellaneous Contractual Services 4360 Paypal	PC - 13446	FlexPaper License for Online Publications 08/05/2016-08/05/2017	145.00
508	20	6195	Miscellaneous Contractual Services 5096 iStock	PC - 13427	Purchase of Illustration Rights - 08/10-09/09/2016	40.00
509	20	6305	R&M Equipment 4444 Misc Vendor for Procurement Card	PC - 13371	Deposit for Repair of Behringer PA Speaker 08/29/2016	45.00
510	20	6530	Subsidy - Community Outreach 2337 Shop & Save Market	PC - 13428	(10) \$25 Gift Cards for Emergency Food	250.00
511	20	6530	Subsidy - Community Outreach 5060 Dollar Tree Stores Inc	PC - 13473	Outreach Supplies for National Night Out- August 2, 2016	24.00
512	20	6530	Subsidy - Community Outreach 5060 Dollar Tree Stores Inc	PC - 13476	Outreach Supplies for Nat'l Night Out /Presence Health Fair	55.00
513	20	6535	Subsidy - Youth Commission 5137 Target Corporation	PC - 13408	Refreshments for Youth Commission's Planning Meeting 08/20/2016	47.27
514	20	6535	Subsidy - Youth Commission 5060 Dollar Tree Stores Inc	PC - 13388	Youth Commission Halloween Fest Craft Projects (456 Kits)	456.00

City of Des Plaines
Warrant Register 10/03/2016
Bank of America Credit Card

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
515	20	6535	Subsidy - Youth Commission	2363 Subway	PC - 13386	Refreshments-Youth Commission's Planning Meeting-Part 2 8/20/16	31.50
516	20	6535	Subsidy - Youth Commission	2363 Subway	PC - 13396	Refreshments for Youth Commission's Planning Meeting 08/20/2016	125.80
517	20	7000	Office Supplies	5137 Target Corporation	PC - 13404	Planner for Community Social Worker	9.99
518	20	7000	Office Supplies	4348 Amazon.Com	PC - 13424	Hammermill Legal Paper for IT Department	17.98
519	20	7000	Office Supplies	4348 Amazon.Com	PC - 13432	Hammermill 11 x 17 Paper for IT Department	25.62
520	20	7005	Printer Supplies	4348 Amazon.Com	PC - 13431	Brother P-Touch Black Tape for IT Department	22.30
521	20	7200	Other Supplies	2487 Moore Medical LLC	PC - 13368	(2) Cholesterol Test Supplies Cassettes	183.37
522	20	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 13454	Fingertip Oximeter	94.56
523	20	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 13410	Reimbursement of Tax on Fingertip Oximeter	(5.56)
524	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13433	Replacement Toughbook Side Antenna for Fire Department	44.98
525	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13434	HP LaserJet Pro for Fire Department	149.99
526	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13425	2000 Feet Outdoor CAT6 Shielded Cable for IT Department	441.98
527	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13426	Wireless Keyboard and Mouse Combo for City Use	99.75
528	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13423	Side By Side Monitor Arms for IT Department	259.98
529	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13403	Recordable DVD for Police Department	140.76
530	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13413	Otterbox iPhone Cases for City Use	50.97
531	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13416	Panasonic Toughbook Docking Station Board for Fire Department	33.92
532	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13373	Monitor Keyboard Combo Arm for IT Department	403.99
533	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13463	USB to RS-232 Male Serial Cable for City Use	17.98
534	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13465	Display Port to HDTV Cable for City Use	71.94
535	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13466	Wireless Doorbell Kit for IT Department	12.99
536	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13467	Side By Side Monitor Arms for IT Department	529.68
537	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13468	Side By Side Monitor Arms for IT Department	529.68
538	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13429	iPhone Car Charger for City Use	49.95

City of Des Plaines
Warrant Register 10/03/2016
Bank of America Credit Card

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
539	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13481	Mini Display Port To DVI Adapter for EMA Department	18.64
540	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13482	HDMI Cable for EMA Department	20.99
541	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13477	RJ45 Cat6 Shielded Metal Jacks for EMA Department	24.99
542	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13394	Side By Side Monitor Arms for City Use	254.99
543	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13395	Recordable DVD for Police Department	211.14
544	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13453	Ubiquiti External Surge Suppressor for City Use	61.24
545	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13458	22" Industrial Cable Ties for IT Department	75.96
546	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13376	Klein Cable Continuity Tester for IT Department	219.99
547	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13381	Dell External DVD Drives for City Use	256.42
548	20	7320	Equipment < \$5,000	5908 Barcodes Inc	PC - 13438	HID Security Cards for City Use	416.82
549	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13402	Two Extension Power Cords for Audio System	59.97
550	20	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 13374	1 Used VIVA OFFICE Ergonomic Office Chair For Media Director	255.69
551	Total 20 - City Administration						8,188.37
552	30	5325	Training	1737 GFOA Government Finance Officers Association	PC - 13406	3 GFOA Financial Classes for Finance Analyst Sept-Nov 2016	306.54
553	30	5325	Training	1737 GFOA Government Finance Officers Association	PC - 13391	Advanced Financial Reporting Class - Financial Analyst 11/16-11/17/16	493.00
554	Total 30 - Finance						799.54
555	40	5325	Training	3881 Northern IL American Backflow Prev Assoc-NIABPA	PC - 13464	ABPA Cross Connection Training 09/23/2016-Plumbing Inspector	115.00
556	40	5325	Training	5342 Fire Prevention Solutions	PC - 13439	Permit Technician Training for Permit Tech 09/16/2016	85.00
557	40	5325	Training	5342 Fire Prevention Solutions	PC - 13440	Permit Technician Training for Secretary 09/16/2016	85.00
558	40	7550	Miscellaneous Expenses	5288 Dunkin Donuts, Inc	PC - 13417	Coffee and Pastries for Joint Review Board Meeting 08/15/2016	55.96
559	40	8010	Furniture & Fixtures	4392 Office Furniture Resources	PC - 13366	Office Chair, Desk & Accessories for Assoc Planner 08/03/2016	991.00
560	Total 40 - Community Development						1,331.96
561	50	5320	Conferences	4926 American Airlines	PC - 13441	Airfare-ASCE Conf 09/26-10/02/2016 - Dir PW/ENG	321.20

City of Des Plaines
Warrant Register 10/03/2016
Bank of America Credit Card

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
562	50	5325	Training	4444 Misc Vendor for Procurement Card	PC - 13459	Training for Fuel Tank License 08/04/2016-Mechanics Foreman	175.00
563	50	5335	Travel Expenses	4444 Misc Vendor for Procurement Card	PC - 13409	Parking for MWRD Chicago Meeting -8/16/2016 - Dir PW/ENG	8.00
564	50	7030	Supplies - Tools & Hardware	4928 Motion Industries Inc	PC - 13369	Needle Scaler-Rust Removal Tool	300.45
565	50	7045	Supplies - Building R&M	6378 FitnessRepairParts.com	PC - 13375	City Hall Treadmill Power Supply	98.30
566	50	7110	Natural Gas	4315 Chicago GTI/Clean Energy	PC - 13470	Natural Gasoline 08/04/2016	12.99
567	50	7110	Natural Gas	4315 Chicago GTI/Clean Energy	PC - 13456	Natural Gasoline 08/04/2016	13.58
568	50	7110	Natural Gas	4315 Chicago GTI/Clean Energy	PC - 13378	Natural Gasoline 08/24/2016	13.62
569	50	7110	Natural Gas	4315 Chicago GTI/Clean Energy	PC - 13401	Natural Gasoline 08/17/2016	13.32
570	50	7110	Natural Gas	4315 Chicago GTI/Clean Energy	PC - 13419	Natural Gasoline 08/11/2016	13.00
571	50	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13379	Microsoft LifeCam/Webcam	49.88
572	Total 50 - Public Works & Engineering						1,019.34

573	60	5325	Training	4360 Paypal	PC - 13411	Training Prevent Tragedy on the Tracks Sept.15, 2016-Chief of PD	50.00
574	60	5325	Training	3321 IL Police Association	PC - 13479	Illinois Police Assoc 2016 Seminar Sept 16-17, 2016- 1 Officer	85.00
575	60	5325	Training	4360 Paypal	PC - 13442	IL Mental Health Test Prep Workshop Sept 9-10 for Social Worker	269.00
576	60	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	PC - 13448	Indiana Tollway Fees 08/05/2016	1.42
577	60	6310	R&M Vehicles	6403 Born Free Motorcoach	PC - 13422	Replacement Cabinet Door Handles in Squad #EM50 on 08/09/2016	146.00
578	60	7010	Supplies - Community Relations	5060 Dollar Tree Stores Inc	PC - 13471	16 Tablecloths and 2 Rolls Duct Tape National Night Out 2016	18.00
579	60	7200	Other Supplies	4633 Walgreens	PC - 13385	1 Pack Hangers	3.49
580	60	7200	Other Supplies	4348 Amazon.Com	PC - 13435	Lotion for Live Scan fingerprint Machine	9.95
581	60	7200	Other Supplies	3518 O'Reilly Auto Parts	PC - 13372	Supplies to Fix Undercover Emergency Light	11.10
582	60	7200	Other Supplies	1057 Menard Incorporated	PC - 13397	24 Bungee Cords for Shields in Squads	50.93
583	60	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13461	Replacement CO Detector for Command Post	15.01
584	60	7320	Equipment < \$5,000	1941 Global Equipment Company	PC - 13469	Credit for Tax Charged In Error in June 2016	(12.29)
585	60	7500	Postage & Parcel	1566 UPS Store The	PC - 13457	Postage to Return Body Cameras for Repair 08/04/2016	15.63
586	60	7500	Postage & Parcel	1700 United States Postal Service	PC - 13405	Postage to Send Light Rifle & Body Cams for Repair 08/18/2016	18.15

City of Des Plaines
Warrant Register 10/03/2016
Bank of America Credit Card

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
587	60	7550	Miscellaneous Expenses	4413 Panera Bread	PC - 13460	Coffee and Bagels for Police Oral interviews BPFC 8/4/16	27.58
588	60	7550	Miscellaneous Expenses	4633 Walgreens	PC - 13400	Medication for Prisoner 16-21444	10.00
589	Total 60 - Police Department						718.97

590	65	7200	Other Supplies	6027 Locksmith Parts & Supplies LLC	PC - 13398	2 Auto Lock-out Kits	531.65
591	65	7200	Other Supplies	6224 Bumper to Bumper	PC - 13420	1 Battery Charger/Stirring Wheel Cover/Visor Organizer For Unit	55.27
592	65	8010	Furniture & Fixtures	4444 Misc Vendor for Procurement Card	PC - 13478	1-Table & 4-Chairs For Volunteer Room At EMA Garage	80.00
593	Total 65 - Emergency Management Agency						666.92

594	70	5325	Training	1743 IL Fire Chiefs Association	PC - 13384	Instructor II Class-1 Paramedic 09/26-09/28 & 10/03-10/04/2016	312.00
595	70	5325	Training	2419 FireCompanies.com	PC - 13472	Quarterly Website Training 08/01-10/31/2016	119.97
596	70	5325	Training	4360 Paypal	PC - 13367	ACLS Class-1 Paramedic 09/05/2016	199.00
597	70	5325	Training	1239 Public Agency Training Council Inc	PC - 13452	Bomb Investigations Class-1 Fire Investigator 08/02-08/03/2016	295.00
598	70	5325	Training	1239 Public Agency Training Council Inc	PC - 13455	Bomb Investigations Class-1 Div Chief 08/02-08/03/2016	295.00
599	70	7000	Office Supplies	4348 Amazon.Com	PC - 13389	Credit for Tax Charged on 08/18/2016	(0.42)
600	70	7000	Office Supplies	4348 Amazon.Com	PC - 13407	12 1.5 Inch Book/Key Rings	11.10
601	70	7200	Other Supplies	1228 Pesche's Inc	PC - 13370	Credit for Charge in Error- Another Credit Will Be On Next Month	(65.99)
602	70	7200	Other Supplies	1228 Pesche's Inc	PC - 13474	Error-Two Charges - Should be FF's Assoc - One Credited Above	210.98
603	70	7200	Other Supplies	1047 Home Depot Credit Svcs	PC - 13382	2 Flag Poles for Fallen FFs Memorial	258.00
604	70	7550	Miscellaneous Expenses	2318 Jewel Food Store	PC - 13412	Cake & Flowers for FF Retirement Celebration 08/16/2016	53.57
605	70	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 13421	Lunch During All-Day Training Drill 08/11/2016	142.13
606	Total 70 - Fire Department						1,830.34

607	75	7550	Miscellaneous Expenses	5390 Avanti Cafe & Sandwich Bar	PC - 13418	Lunch During FF Agility Test 08/13/2016	525.00
608	Total 75 - Fire & Police Commission						525.00

City of Des Plaines
Warrant Register 10/03/2016
Bank of America Credit Card

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
609	N/A	2478	DUI Fines	1518 Intoximeters Inc	PC - 13430	2 Gas Canisters for Intoxilizer Machine	364.50
610	Total N/A					364.50	
611	Total 100 - General Fund					15,494.94	
612	Fund: 260 - Asset Seizure Fund						
613	00	6115	Licensing/Titles	1744 IL Secretary of State	PC - 13444	Processing Fee-2016 Renewal of Vehicle Registration Squad #5	2.37
614	00	6115	Licensing/Titles	1744 IL Secretary of State	PC - 13445	Processing Fee-2016 Renewal for Vehicle Registration Squad #4	2.37
615	00	6115	Licensing/Titles	1744 IL Secretary of State	PC - 13449	Fee for 2016 Registration Squad #4 L515849	101.00
616	00	6115	Licensing/Titles	1744 IL Secretary of State	PC - 13451	Fee for 2016 Registration Squad #5 L515850	101.00
617	00	7200	Other Supplies	3838 Petco Support Services LLC	PC - 13377	Dog Food for Police Canine & Excrement Bags for Squad	73.68
618	00	7200	Other Supplies	5065 Pet Supplies Plus	PC - 13480	Dog Food for Police Canine	52.98
619	00	7200	Other Supplies	5065 Pet Supplies Plus	PC - 13415	Dog Food for Police Canine	52.98
620	Total 00 - Non Departmental					386.38	
621	Total 260 - Asset Seizure Fund					386.38	
622	Fund: 400 - Capital Projects Fund						
623	00	5320	Conferences	5678 DRI Autodesk eStore	PC - 13414	Asst Dir of PWE-2016 Autodesk Univ. Conference 11/15-11/17/2016	1,750.00
624	Total 00 - Non Departmental					1,750.00	
625	Total 400 - Capital Projects Fund					1,750.00	
626	Fund: 420 - IT Replacement Fund						
627	00	8000	Computer Software	4444 Misc Vendor for Procurement Card	PC - 13393	Application for Wireless Point To Point Radio Link	105.19
628	Total 00 - Non Departmental					105.19	
629	Total 420 - IT Replacement Fund					105.19	
630	Fund: 500 - Water/Sewer Fund						
631	00	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13462	I-Phone Holster, 2-Phones Cases, and 2-Phone USB Cables	92.59
632	Total 00 - Non Departmental					92.59	
633	Total 500 - Water/Sewer Fund					92.59	

City of Des Plaines
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Bank of America Credit Card

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
634	Fund: 700 - Escrow Fund						
635	N/A	2493	Escrow Projects	2337 Shop & Save Market	PC - 13399	4 - 22 LB of Ice for Friday Nights Live! Event 08/19/2016	15.96
636	N/A	2493	Escrow Projects	2337 Shop & Save Market	PC - 13450	Bag of Ice, Napkins, Paper Plates-Friday Nights Live! 08/05/2016	13.95
637	N/A	2493	Escrow Projects	2337 Shop & Save Market	PC - 13443	Two Bags of Ice for Friday Nights Live! 08/05/2016	7.98
638	N/A	2493	Escrow Projects	6109 Facebook Inc	PC - 13483	Facebook Ads for 2016 Friday Nights Live! 06/29-07/29/2016	45.00
639	Total N/A					82.89	
640	Total 700 - Escrow Fund					82.89	
641	GRAND TOTAL					17,911.99	

City of Des Plaines

Warrant Register 10/03/2016

Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 2,141,361.82	**	10/3/2016
Manual Checks	\$ 5,138.23	**	9/16/2016
Payroll	\$ 1,288,018.98		9/16/2016
RHS Payout	\$ -		
Electronic Transfer Activity:			
Bank of America Credit Card	\$ 17,911.99	**	9/20/2016
Chicago Water Bill ACH	\$ 344,692.72		9/30/2016
Postage Meter Direct Debits	\$ 3,207.68		9/16/2016
Utility Billing Refunds	\$ 2,854.06		9/14/2016
First Merit Bank Fees	\$ 150.60		9/15/2016
IMRF Payments	\$ -		
FEMA Buyouts	\$ -		
Debt Service	\$ -		
Employee Medical/Dental Trust	\$ 688,038.80		10/3/2016
Total Cash Disbursements:	<u>\$ 4,491,374.88</u>		

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Third Day of October 2016

Ayes _____ Nays _____ Absent _____

Gloria J. Ludwig, City Clerk

Matthew J. Bogusz, Mayor



MEMORANDUM

Date: September 23, 2016

To: Mayor Bogusz and Members of the City Council
Michael G. Bartholomew, City Manager

From: Peter F. Friedman, General Counsel

Subject: Amendment to Title 1 Chapter 9, Code of Ethics, Doing Business

Issue: Consideration of an amendment to the City's Code of Ethics.

Analysis: At its September 19, 2016 regular meeting, the City Council discussed in Committee of the Whole whether to amend the City's Code of Ethics with regard to restrictions on political contributions to city officials seeking reelection. The Council appeared to reach a consensus that the Code of Ethics should be amended to reduce from \$10,000 to \$1,000 the threshold for those individuals and businesses doing business with the City from whom city officials seeking reelection would be prohibited from soliciting or accepting political contributions. Accordingly, we have prepared the attached Ordinance for the Council's consideration.

The Council also asked us to review the nature and extent of the City's authority to restrict or prohibit the ability of City employees and members of the various City boards and commissions to make political contributions to candidates and incumbent City officials. We will have that analysis for the Council prior to the Council's October 17 regular meeting.

Recommendation: Consider adoption of Ordinance M-28-16 regarding political contributions.

Attachment:
Ordinance M-28-16

CITY OF DES PLAINES

ORDINANCE M - 28 - 16

**AN ORDINANCE AMENDING CHAPTER 9 OF TITLE 1
OF THE CITY OF DES PLAINES CITY CODE.**

WHEREAS, Chapter 9 of Title 1 of the City of Des Plaines City Code, as amended ("*City Code*"), establishes ethical standards of conduct for all city officials and employees ("*Code of Ethics*"); and

WHEREAS, the City Council has determined that amending Section 3 of the Code of Ethics as set forth in this Ordinance is in the best interest of the City:

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

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

SECTION 2. DEFINITIONS. Section 3, titled "Definitions," of Chapter 9, titled "Code of Ethics," of Title 1, titled "Administrative," of the City Code is hereby amended to read as follows:

"1-9-3: DEFINITIONS:

* * *

DOING BUSINESS: Any combination of sales, contracts, or purchases, with the city or any city agency in an amount in excess of ~~ten one~~ thousand dollars (~~\$1,000.00~~~~10,000.00~~) in any twelve (12) consecutive months.

* * *

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2016.

APPROVED this ____ day of _____, 2016.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2016.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ord Amending Title 1 Chapter 9 Code of Ethics Doing Business



HUMAN RESOURCES

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5486
desplaines.org

MEMORANDUM

Date: September 21, 2016

To: Michael G. Bartholomew, City Manager

From: John Light, Director of Human Resources 

Re: Realignment of Community & Economic Development Department – 2nd Reading

Issue: To consider the next phase in the realignment of the Community & Economic Development Department. This phase consists of the reclassification of a vacant position. If accepted, this recommendation will not add any additional staff.

Background/Analysis: The increasing volume and complexity of work in the Community & Economic Development Department, specifically in the Community Development Division led to Council action on June 10th of this year to reclassify the Building & Property Supervisor to the Assistant Director of Community Development.

At the September 19th Meeting, Staff presented Council with the next step in the realignment of the Community & Economic Development Department to meet the increasing volume and complexity of work. After reviewing the recommendation, Council directed staff to modify the Ordinance Amending Chapter 8 of Title of the City of Des Plaines City Code to reclassify a vacant position to that of Plan Coordinator.

Staff is bringing to second reading the Ordinance authorizing the reclassification of a vacant position to that of Plan Coordinator. This action is recommended to meet workload demands within the Community Development Division. This position will have administrative, confidential and executive authority. The draft job description of this position is attached to this memorandum.

The salary grade for this position is proposed to be Grade 12 (\$77,211 - \$100,375). This position reports to the Assistant Director of Community Development. The estimated cost of this proposal is \$7,212. This position would be “salaried” or exempt from overtime.

Recommendation: I recommend Council adopt the amendment to Title 1, Chapter 8, and Section 4 of the City Code.

Attachments:

Ordinance – An Ordinance Amending Chapter 8 of Title 1 of the City of Des Plaines City Code

Attachment 1 – Draft Job Description for Plan Coordinator

Attachment 2 – Current Organization Chart – Community & Economic Development

Attachment 3 – Proposed Organizational Chart – Community & Economic Development



Plan Coordinator

Position Description

Department:	Community & Economic Development
Employment Status:	Full-Time
FLSA Status:	Exempt
Group:	Management
Date Approved:	September 19, 2016

This position is responsible for the successful management of the permit process and staff assigned to the review and approval of plans for residential, commercial and industrial construction submitted to the Community Development Division. This position reports to the Assistant Director of Community Development

II. SUPERVISION RECEIVED/EXERCISED

Works under the general supervision of the Assistant Director of Community Development and exercises supervision over Clerical Staff involved with the permitting process.

III. ESSENTIAL DUTIES & RESPONSIBILITIES

- Efficiently and effectively manages personnel, resources and projects assigned to the permitting process
- Develops a schedule of work and assigns tasks to Clerical staff as required throughout the day
- Monitors the front counter activity and responds to issues which arise by assisting all as needed
- Responsible for the providing quality customer service and expediency to parties in the permitting process
- Reviews and approves/disapproves plans submitted to the department which require a permit for compliance with the adopted codes and ordinances of the City
- Responsible for reviewing or initiating the review of construction documents for residential, commercial and industrial construction and approves permits if acceptable
- Responds to inquiries orally, electronically or in writing from a variety of individuals to include but not limited to: homeowners, developers, architects, design professionals
- Effectively performs inspections of construction and installation of materials, equipment, etc. in new and existing buildings and structures on an as needed basis
- Provides knowledge, advice and assistance to permit applicants as necessary

- Examines complaints related to City Code Requirements and consults with staff on reaching resolutions on complaints or Code Infractions informally and formally, when necessary, between all parties
- Successfully collaborates with the Assistant Director in developing long range operational needs with respect to equipment, personnel and services and successfully implements plans to achieve assigned goals
- Regularly meets with contractors, subcontractors, homeowners, builders, business owners and architects to gather input so he/she can recommend plan revisions in order to correct problems resulting from code violations, interpretations or any ambiguity in the approved plans
- Responds to the public or other inquiries relative to building and code policies and procedures on specific projects and other information
- Is assigned to fill the responsibilities of the Assistant Director of Community Development when he/she is absent and/or on vacation.
- Performs other duties as assigned by supervisor

IV. MINIMUM QUALIFICATIONS

Bachelor's Degree or equivalent in construction management or a related field along with 5-7 years of progressively responsible experience in a related field. An equivalent combination of education and experience can be substituted for any of the minimum qualifications.

V. MINIMUM KNOWLEDGE, SKILLS AND ABILITIES

- Thorough knowledge of building construction methods and materials; considerable knowledge of Federal, State, City and ICC Building Codes; working knowledge of nuisance and zoning codes as they apply to built environment; working knowledge or understanding of occupational hazards and safety precautions or the building trades.
- Ability to communicate and work effectively with architects, contractors and construction personnel while resolving on-site issues; ability to understand and interpret architectural and structural engineering drawings; ability to interpret building codes and regulations; ability to communicate effectively orally and in writing.
- Ability to apply different dispute resolution techniques to bring parties together.
- Ability to manage and effectively work with diverse groups of citizens, employees and business owners.

VI. SPECIAL REQUIREMENTS/QUALIFICATIONS

International Code Council (ICC) certification in Plan Review and Inspection or ability to obtain certification within one year of employment. State of Illinois Class “D” Driver’s License with a clean driving record.

VII. EQUIPMENT USED

Requires the frequent use of hand tools for construction inspections, electronic devices to communicate, computers, phones, automobile and various office equipment.

VIII. PHYSICAL DEMANDS

While performing the duties of this job, the employee is occasionally required to stand and walk; use hands to finger, handle, feel or operate objects, tools or controls; and reach with hands and arms. The employee is occasionally required to lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision peripheral vision, depth perception and the ability to adjust focus. Specific hearing abilities required by this job include the ability to hear on construction sites and in large rooms during presentations.

IX. WORKING CONDITIONS

Work is performance in either an office setting or outdoors in the inspection of various construction sites and other related developments. While outdoors, the employee occasionally works in inclement weather conditions, near moving mechanical parts, high/precarious places, wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock and vibrations. The noise level in the work environment is usually quiet in the office to moderate outside.

X. APPROVALS

Director of Community & Economic Development

Date

Director of Human Resources

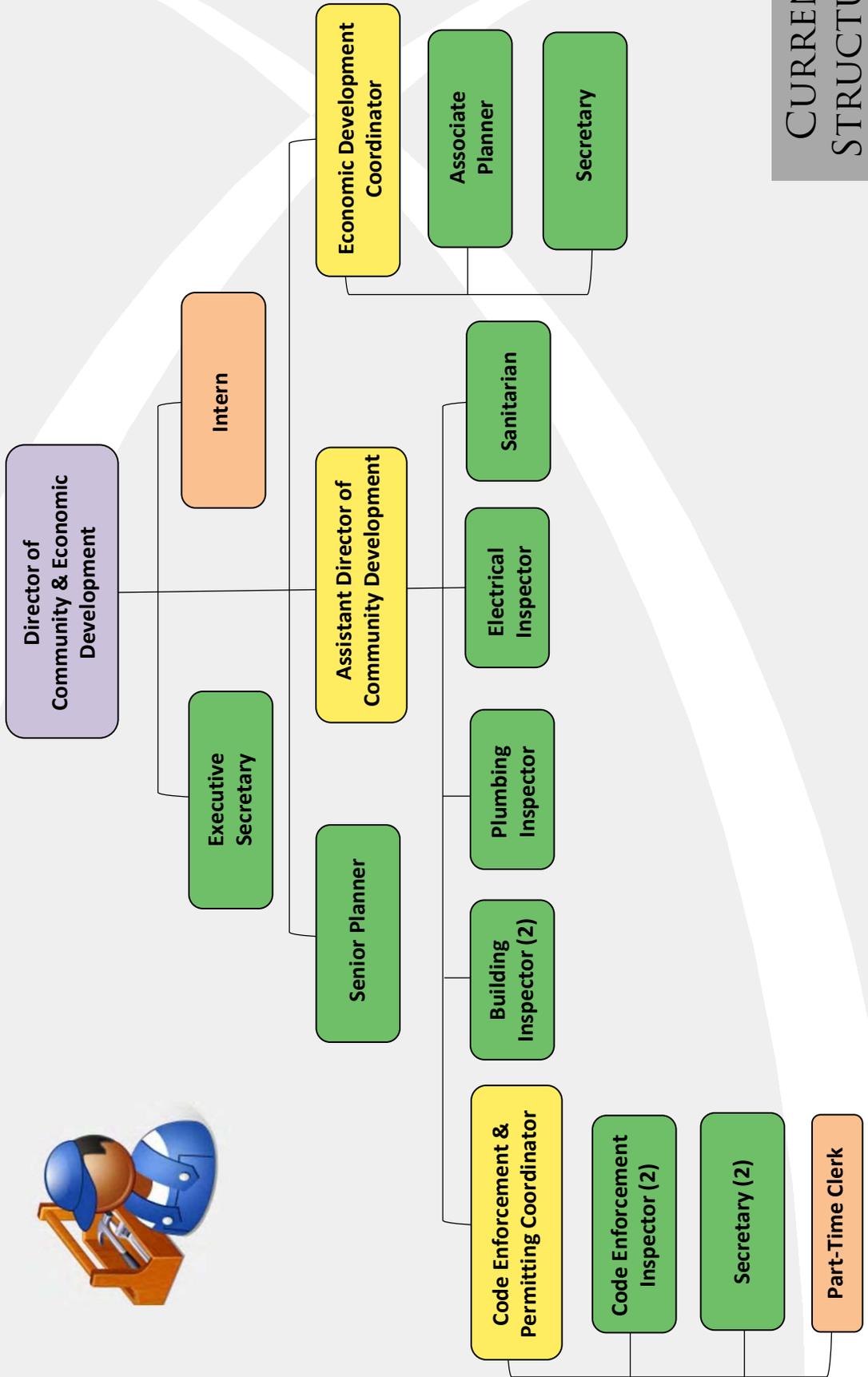
Date

City Manager

Date

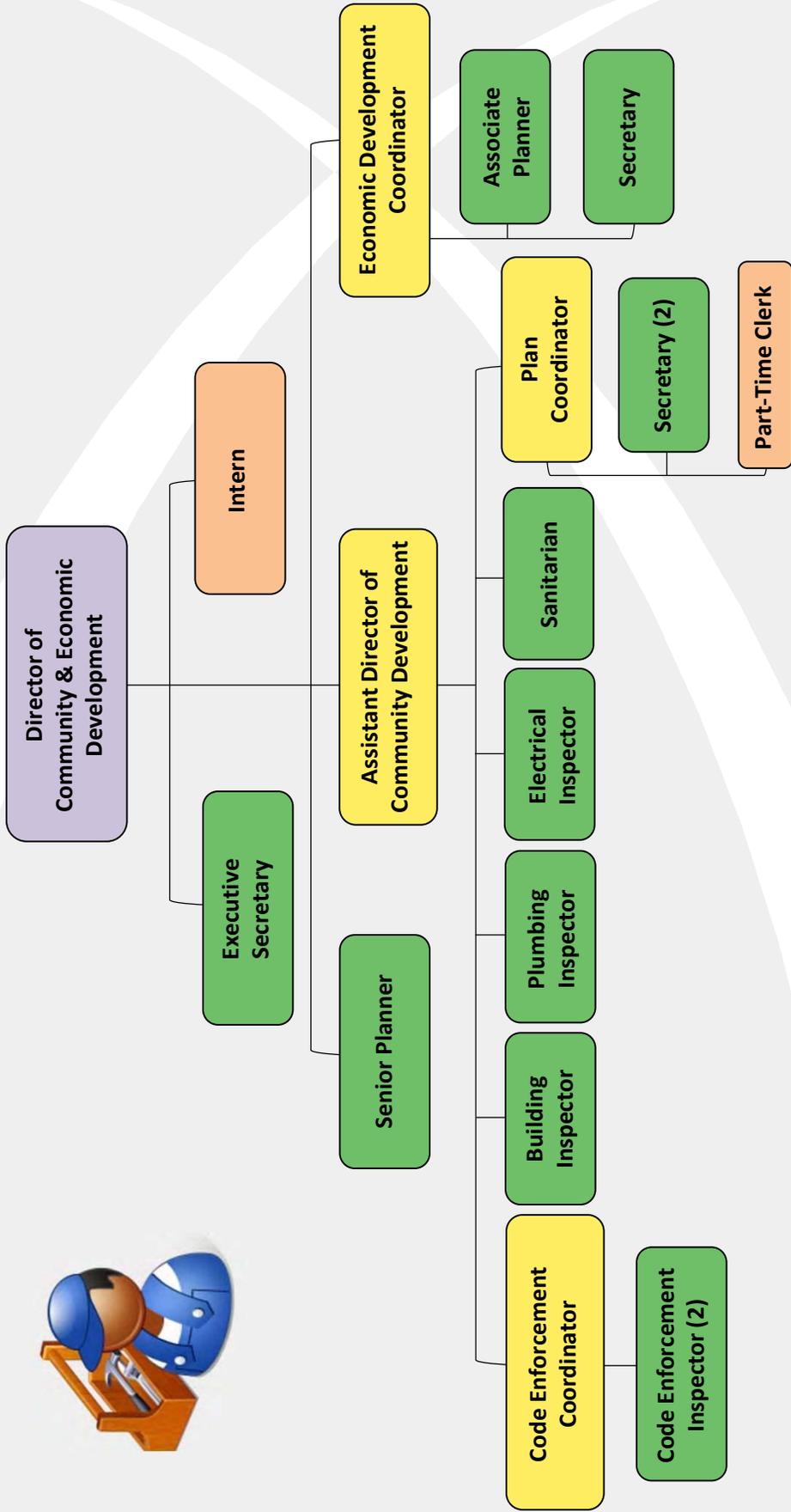
This job description should not be interpreted as all-inclusive or as an employment agreement between the employer and employee. It is intended to identify the essential functions and requirements of this job and is subject to change as the needs of the employer and requirements of the job change. Incumbents may be required to perform job-related responsibilities and tasks other than those stated in this specification. Any essential functions of this position will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the Americans With Disabilities Act (ADA). Reasonable accommodation for the specific disability will be made for the incumbent/applicant when possible.

COMMUNITY & ECONOMIC DEVELOPMENT



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COMMUNITY & ECONOMIC DEVELOPMENT



PROPOSED
STRUCTURE

CITY OF DES PLAINES

ORDINANCE M - 26 - 16

**AN ORDINANCE AMENDING CHAPTER 8 OF TITLE 1
OF THE CITY OF DES PLAINES CITY CODE.**

WHEREAS, Section 4 of Chapter 8 of Title 1 of the City of Des Plaines City Code, as amended ("*City Code*"), sets forth a classification plan and compensation schedules for all full-time, nonunion employment positions of the City ("*Classification and Compensation Schedules*"); and

WHEREAS, the City Council desires to amend the Classification and Compensation Schedules to add one new position and correct the title of an existing position ("*Amendment*"); and

WHEREAS, the City Council has determined that the adoption of the Amendment set forth in this Ordinance is in the best interest of the City.

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

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

SECTION 2. COMPENSATION PLAN. Section 4, titled "Compensation Plan," of Chapter 8, titled "Position Grade and Compensation Plan," of Title 1, titled "Administrative," of the City Code is hereby amended further to read as follows:

"1-8-4: COMPENSATION PLAN:

A. Classified Positions: The compensation plan with annual rates for all nonunion classified positions is hereby adopted according to the following schedules:

SCHEDULE A

**MANAGEMENT PERSONNEL
NONUNION**

Effective January 1, 2015

Title	Grade	Hours Per Week	Minimum	Mid-point	Maximum	Additional Longevity		
						After 10 Years	After 15 Years	After 20 Years
City manager	21	37.5	148,032	170,237	192,441	1,000	1,500	2,000
Assistant city manager/director of finance	20	37.5	137,704	158,359	179,014	1,000	1,500	2,000
Police chief	19	40	128,096	147,312	166,526	1,000	1,500	2,000
Fire chief	19	40	128,096	147,312	166,526	1,000	1,500	2,000
Director of public works and engineering	19	37.5	128,096	147,312	166,526	1,000	1,500	2,000
Director of community and economic development	18	37.5	119,160	137,034	154,908	1,000	1,500	2,000
Deputy police chief - patrol	17	40	110,846	127,473	144,100	1,000	1,500	2,000
Deputy police chief - support services	17	40	110,846	127,473	144,100	1,000	1,500	2,000
Deputy fire chief - operations	17	40	110,846	127,473	144,100	1,000	1,500	2,000
Director of information technology	16	37.5	103,112	118,580	134,047	1,000	1,500	2,000
Assistant director of public works and engineering	16	37.5	103,112	118,580	134,047	1,000	1,500	2,000
Assistant director of finance	15	37.5	95,920	110,307	124,695	1,000	1,500	2,000
Director of human	15	37.5	95,920	110,307	124,695	1,000	1,500	2,000

resources								
Police commander - patrol	15	40	95,920	110,307	124,695	1,000	1,500	2,000
Police commander - traffic	15	40	95,920	110,307	124,695	1,000	1,500	2,000
Police commander - investigations	15	40	95,920	110,307	124,695	1,000	1,500	2,000
Fire battalion chief	15	49.5	95,920	110,307	124,695	1,000	1,500	2,000
Fire division chief - training	15	40	95,920	110,307	124,695	1,000	1,500	2,000
Fire division chief - fire prevention	15	40	95,920	110,307	124,695	1,000	1,500	2,000
Fire division chief - EMS	15	40	95,920	110,307	124,695	1,000	1,500	2,000
Assistant director of community development	15	37.5	95,920	110,307	124,695	1,000	1,500	2,000
Superintendent - utility services	14	40	89,226	102,611	115,995	1,000	1,500	2,000
Superintendent - general services	14	40	89,226	102,611	115,995	1,000	1,500	2,000
<u>Plan coordinator</u>	<u>12</u>	<u>37.5</u>	<u>77,211</u>	<u>88,793</u>	<u>100,375</u>	<u>1,000</u>	<u>1,500</u>	<u>2,000</u>
Foreman - vehicle maintenance	12	40	77,211	88,793	100,375	1,000	1,500	2,000
Foreman - water system maintenance	12	40	77,211	88,793	100,375	1,000	1,500	2,000
Foreman - street/grounds maintenance	12	40	77,211	88,793	100,375	1,000	1,500	2,000
Foreman - sewer system maintenance	12	40	77,211	88,793	100,375	1,000	1,500	2,000

PASSED this ____ day of _____, 2016.

APPROVED this ____ day of _____, 2016.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2016.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ord Amending Title 1 Chapter 8 Position Classification Plan Coordinator



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: September 20, 2016
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Michael McMahon, Community and Economic Development Director *mm*
Subject: Reject bids for Elevator Inspection Services for Contract

Issue: The City Council authorized the advertisement for bids for the 2017-2018 contract with the option for (2) two year renewals at its June 20, 2016 meeting.

Analysis: The Community and Economic Development Department sought out bids from elevator inspection companies to provide mechanical and electrical inspections as well as plan review of all existing and new safety devices and equipment related to passenger and freight elevators, escalators, dumbwaiters, or a conveyance device that is listed under the authority of the rules, regulations and laws of the State of Illinois.

At its September 19, 2016, City Council Meeting, the City Council passed a motion to direct staff to prepare a new resolution rejecting all bids.

Recommendation: We recommend the City Council reject all four bids submitted for Elevator Inspection Services and approve Resolution R-153-16.