



CITY COUNCIL AGENDA

Tuesday, January 3, 2017
Closed Session – 6:30 p.m.
Regular Session – 7:00 p.m.
Room 102

CALL TO ORDER

CLOSED SESSION

COLLECTIVE BARGAINING

REGULAR SESSION

ROLL CALL

PRAAYER

PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION

(matters not on the Agenda)

CITY CLERK ANNOUNCEMENTS

ALDERMEN ANNOUNCEMENTS

CONSENT AGENDA

1. Approve New Class A Tavern Liquor License for Maraca's Club, Inc., 959 S. Elmhurst Road
- 1a. **ORDINANCE M-1-17:** An Ordinance Amending the City Code to Add One Class A Liquor License
2. Approve Community Development Block Grant (CDBG) PY 2016 Sub-Recipient Agreements
- 2a. **RESOLUTION R-1-17:** A Resolution Authorizing the Execution of Agreements with Sub-Recipients of Community Development Block Grant Funds
3. **SECOND READING – ORDINANCE M-60-16:** An Ordinance Prohibiting the Discharge of Sanitary and Industrial Waste into any Storm Sewer or Drainage Facility Constructed as a Part of the US Route 14 Improvement
4. Approve 2016-2019 Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees (AFSCME)
- 4a. **RESOLUTION R-5-17:** A Resolution Approving the AFSCME Collective Bargaining Agreement
5. Minutes/Regular Meeting – November 21, 2016
6. Minutes/Regular Meeting – December 5, 2016
7. Minutes/Regular Meeting – December 19, 2016
8. Minutes/Closed Session – December 19, 2016

END OF CONSENT AGENDA

COMMITTEE OF THE WHOLE

1. **FINANCE & ADMINISTRATION** – Alderman Don Smith, Chair
 - a. Warrant Register in the Amount of \$5,010,906.14 – **RESOLUTION R-2-17**
2. **COMMUNITY DEVELOPMENT** – Alderman Mike Charewicz, Chair
 - a. Business Assistance Program Approval, Multi-Unit Retail Grant Program, 1500 Lee Street, Jewel Osco (5th Ward) – **RESOLUTION R-3-17**
 - b. Business Assistance Program Approval, Multi-Unit Retail Grant Program, 819 Elmhurst Road, Jewel Osco (5th Ward) – **RESOLUTION R-4-17**
 - c. Consideration of Conditional Use for 200 E. Howard Avenue, Suite 230, Case #16-082-CU – **ORDINANCE Z-1-17**
 - d. Final Planned Unit Development (PUD) for 240-310 Potter Road, Case #16-081-FPUD – **ORDINANCE Z-2-17**
3. **PUBLIC SAFETY** – Alderman Dick Sayad, Chair
 - a. Video Presentation on the Use of Fire Department Personnel on Emergency Medical Calls (*deferred from 12/19/2016 City Council Agenda*)
 - b. Discussion Regarding Parking Enforcement (*no written material*)

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-58-16:** An Ordinance Amending the Code of the City of Des Plaines Regarding the Licensing of Solicitors (*deferred from 12/19/2016 City Council Agenda*)
2. **SECOND READING – ORDINANCE Z-35-16:** An Ordinance Approving a Preliminary Planned Unit Development and Tentative Subdivision Located at 150 N. East River Road, Des Plaines, Illinois (Case #16-058-SUB-PUD)

NEW BUSINESS: IF REPORTED OUT BY COMMITTEE

1. a. **RESOLUTION R-2-17:** Warrant Register in the Amount of \$5,010,906.14
2. a. **RESOLUTION R-3-17:** A Resolution Approving a Business Assistance Program Multi-Unit Retail Grant for Façade Improvements at 1500 Lee Street
- b. **RESOLUTION R-4-17:** A Resolution Approving a Business Assistance Program Grant for Façade Improvements at 819 Elmhurst Road
- c. **ORDINANCE Z-1-17:** An Ordinance Granting a Conditional Use Permit for an Indoor Recreation Establishment in the M-2 Zoning District at 200 E. Howard Avenue, Suite 230, Des Plaines, Illinois
- d. **ORDINANCE Z-2-17:** An Ordinance Approving Final Planned Unit Development for 240-310 Potter Road, Des Plaines, Illinois
3. a. n/a
- b. n/a

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.



MEMORANDUM

Date: December 16, 2016
To: Honorable Aldermen
From: Matthew J. Bogusz, Local Liquor Commissioner
Cc: Vickie Baumann, Secretary/Licensing Division
Subject: Liquor License Request for a New License Increase

Attached please find a Liquor License request for the following applicant:

Maraca's Club Inc
959 S Elmhurst Rd
Class A – Tavern seats 250 or less (consumption on premises)
Increase from 30 to 31

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed on January 3, 2017 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Tuesday January 3, 2017.

A handwritten signature in black ink, appearing to read 'Matthew J. Bogusz'.

Matthew J. Bogusz
Mayor
Local Liquor Commissioner

Attachments: Ordinance
Application Packet

CITY OF DES PLAINES

ORDINANCE M - 1 - 17

AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS A LIQUOR LICENSE.

WHEREAS, Maraca’s Club, Inc. ("**Applicant**"), submitted an application to the Department of Community and Economic Development for a new Class A (Tavern) liquor license for the premises located at 959 S. Elmhurst Rd, Des Plaines, Illinois ("**Premises**"), pursuant to Chapter 4 of Title 4 of the Des Plaines City Code ("**City Code**"); and

WHEREAS, the City desires to issue one Class A liquor license to the Applicant for the Premises; and

WHEREAS, the City Council has determined that it is in the best interest of the City to grant the Applicant a Class A liquor license for the Premises;

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

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

SECTION 2: APPROVAL OF LIQUOR LICENSE. The City Council hereby grants the Applicant a Class A Liquor License for the Premises.

SECTION 3: FEE SCHEDULE. Section 1, titled “Fee Schedule,” of Chapter 18, titled "Schedule of Fees," of Title 4, titled “Business Regulations,” of the City Code is hereby amended further to read as follows:

4-18-1: FEE SCHEDULE:

Section	Fee Description	Number	Term	Fee	
					New
4-4-5A	License Fees and Number				
	Class	Number	Term	Initial Fee	Annual Fee
	Class A	30 31	Annual	\$3,850.00	\$1,925.00

[The remainder of the Fee Schedule is unchanged.]

SECTION 4: SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

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

PASSED this ____ day of _____, 2017.

APPROVED this ____ day of _____, 2017.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2017.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

[~~Deleted text is struck through;~~ **inserted text is bold and double underlined.**]

DP-Ordinance Add One Class A Liquor License for Maraca's Club Inc. 959 S Elmhurst Rd



LOCAL LIQUOR COMMISSION

1420 Miner Street
Des Plaines, IL 60018
P: 847.391.5300
W: desplaines.org

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: Maraca's Club Inc

Address: 959 Elmhurst Rd, Des Plaines Zip: 60016

Email: _____ Phone#: 630-336-8454
Cell 312-678-4614

Day/Hours of Operations: Monday: noon-1:00 am Tuesday: noon-1:00 am Wednesday: noon-1:00 am

Thursday: noon-1:00 am Friday: noon-2:00 am Saturday: noon-2:00 am Sunday: noon-1:00 am

CLASSIFICATION

- | | |
|---|--|
| <input checked="" type="checkbox"/> A TAVERN— seats 250 or less | <input type="checkbox"/> F RESTAURANT – beer only |
| <input type="checkbox"/> A1 TAVERN – seats 251 – 500 | <input type="checkbox"/> G BANQUET HALL |
| <input type="checkbox"/> A2 TAVERN – seats 501 + | <input type="checkbox"/> H-1 RESTAURANT – beer & wine only |
| <input type="checkbox"/> AB TAVERN & BULK SALES – seats 250 or less | <input type="checkbox"/> H-2 BULK SALES – beer & wine only |
| <input type="checkbox"/> AB-1 TAVERN & BULK SALES – seats 251 – 500 | <input type="checkbox"/> I RELIGIOUS SOCIETY |
| <input type="checkbox"/> AB-2 TAVERN & BULK SALES – seats 501 + | <input type="checkbox"/> K GOVERNMENTAL FACILITY |
| <input type="checkbox"/> B BULK SALES – retail only | <input type="checkbox"/> L WINE ONLY |
| <input type="checkbox"/> B-1 BULK SALES –alcohol not primary retail | <input type="checkbox"/> M GAS STATION – retail only |
| <input type="checkbox"/> C CLUB | <input type="checkbox"/> N CASINO |
| <input type="checkbox"/> E RESTAURANT DINING ROOM – over 50 | <input type="checkbox"/> P COFFEE SHOP |

OWNERSHIP INFORMATION (list President, Vice-President, Secretary and all Officers owning 5% or more of stock)

Title: Owner Manager % of Stock: 100

Name: Rosalva Avitia

Title: _____ % of Stock: _____

Name: _____

Title: _____ % of Stock: _____

Name: _____

Has either the President, Vice-President, Secretary or any officer ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony under Federal, State, County or Municipal law, statute or ordinance? NO YES – Attach documentation identifying the charge, finding, court branch and docket #

ADDITIONAL INFORMATION

Does the applicant own the property or premises of the business? NO YES
If NO, please provide name/address of the property owner and expiration date of the executed lease:

Rayyan 959 South Elmhurst Rd Des Plaines, IL 60016, October 31 2018

Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business? NO YES

If YES, please provide name, position and a detailed description to the particulars:

Has any officer, owner or stockholder of the of the corporation or business obtained a liquor license for another location? NO YES

If YES, please provide name, location and disposition/status of each:

Has any officer, owner or stockholder of the of the corporation or business had a liquor license revoked for another location? NO YES

If YES, please provide name, location and reason for revocation of each:

AFFIDAVIT

The undersigned swears and affirms that I have read and understand the Liquor code of the City of Des Plaines and that the corporation and/or business name on this application and its employees will not violate any of the municipal codes, IL State Statutes or governmental laws, in conduct of the place of business described herein. The statements contained in the application are true and correct to the best of my knowledge.

R.A. INITIALS

Either an owner, manager or bartender with alcohol awareness training, whom has been fingerprinted and background checked with the Des Plaines Police Department and has been placed on file with the Local Liquor Commissioner will be on duty at all times during the sale and serving of alcohol on the premises.

R.A. INITIALS

I acknowledge that any changes to the information on file during the time frame of the current liquor license period must be immediately reported to the Local Liquor Commissioner. Failure to comply may result in immediate suspension of the Liquor License, additional fines up to \$10,000 for each violation, revocation of the Liquor License and/or denial to renew for a Liquor License for the next time frame period.

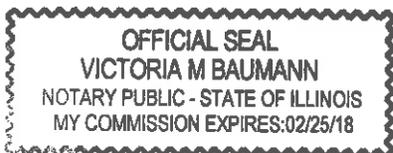
R.A. INITIALS

Rosalva Avitia
Signature of Owner

Rosalva Avitia
Print Name

SUBSCRIBED and SWORN to before me this 2nd day of December, 2016.

Victoria M Baumann
NOTARY PUBLIC (STAMP SEAL BELOW)



FORM **BCA 2.10**
ARTICLES OF INCORPORATION
Business Corporation Act

Filing Fee: \$150
Franchise Tax: \$ 25
Total: \$175

File #: 70975963

Approved By: JXR

FILED
OCT 19 2016
Jesse White
Secretary of State

1. Corporate Name: MARACA'S CLUB INCORPORATED

2. Initial Registered Agent: ROSALVA AVITIA

First Name

Middle Initial

Last Name

Initial Registered Office: 959 ELMHURST RD

Number

Street

Suite No.

DES PLAINES

IL

60016-5606

COOK

City

ZIP Code

County

3. Purposes for which the Corporation is Organized:

The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
<u>COMMON</u>	<u>1000</u>	<u>1000</u>	<u>\$ 10000</u>

NAME & ADDRESS OF INCORPORATOR

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated OCTOBER 19

Month & Day

2016

Year

710 W WILLOW GLEN ST

Street

ROSALVA AVITIA

Name

ADDISON

City/Town

IL

State

60101

ZIP Code



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: December 5, 2016

To: Michael G. Bartholomew, MCP, LEED AP, City Manager
Michael McMahon, Community and Economic Development Director

From: Lauren Pruss, AICP, Economic Development Coordinator ^(LP)
Davorka I. Kirincic, AICP, Associate Planner / CDBG Administrator ^[Signature]

Subject: A Resolution Authorizing the Execution of Agreements with Sub-recipients of Community Development Block Grant Funds for Program Year 2016

Issue: U.S. Department of Housing and Urban Development (HUD) regulations require Community Development Block Grant (CDBG) grantee municipalities have an annual agreement with each sub-recipient receiving funds.

Analysis: On August 1, 2016, the City of Des Plaines approved Program Year 2016 (10/1/16 to 9/30/17) Action Plan Resolution R-115-16 to allocate the following:

- Public Service Programs: \$41,200 administered by four sub-recipients - The Center of Concern, The Harbour, Inc. Northwest Compass, Inc., and WINGS Program, Inc.
- Housing Rehabilitation Programs: \$166,463 administered by one sub-recipient - North West Housing Partnership
- Public Facility Projects: \$100,000 – administered as back up project by one sub-recipient - The Des Plaines Park District

In coordination with HUD, our general counsel had generated three sub-recipient agreement forms, one for each program area. The attached Resolution R-1-17 approves and authorizes execution of the agreements with each of the sub-recipients for the programs and projects detailed in the approved Action Plan and noted in the resolution.

Recommendation: I recommend that the City Council adopt Resolution R-1-17.

Attachments:

Attachment 1: Resolution R-1-17

Exhibits:

- Exhibit A: Agreement Form for Public Service Programs
- Exhibit B: Agreement Form for Housing Rehabilitation Programs
- Exhibit C: Agreement Form for Public Facility Projects

CITY OF DES PLAINES

RESOLUTION R - 1 - 17

A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS WITH SUBRECIPIENTS OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

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

WHEREAS, on August 1, 2016, the City Council adopted Resolution R-115-16, approving the City’s 2016 Community Development Block Grant Annual Action Plan, which designated the award of the City’s Community Development Block Grant to subrecipients as follows: (i) \$41,200 for public service programs; (ii) \$166,463 for housing rehabilitation programs; and (iii) \$100,000 for public facility back up projects; and

WHEREAS, the City desires to enter into subrecipient agreements in substantially the form attached to this Resolution as **Exhibit A** (“*Public Service Program Agreements*”) with the following not-for-profit agencies (“*Public Service Program Subrecipients*”) to administer public service programs under the Community Development Block Grant Program in the following amounts:

<u>Subrecipient</u>	<u>Public Service Programs</u>	<u>Budget</u>
The Center of Concern	Housing Counseling, Resources and Home Sharing Program	\$8,000
The Center of Concern	Senior Housing and Supportive Services Program	\$10,000
The Harbour, Inc.	Emergency Shelter & Transitional Housing for Homeless Youth Program	\$3,000
Northwest Compass, Inc.	Housing Counseling Program	\$14,200
WINGS Program, Inc.	WINGS Safe House Emergency Shelter (domestic violence) Program	\$6,000

and;

WHEREAS, the City desires to enter into subrecipient agreements in substantially the form attached to this Resolution as **Exhibit B** (“*Housing Rehabilitation Program Agreements*”) with the following not-for-profit agencies (“*Housing Rehabilitation Program Subrecipients*”) to administer housing rehabilitation programs under the Community Development Block Grant Program in the following amounts:

<u>Subrecipient</u>	<u>Housing Rehabilitation Programs</u>	<u>Budget</u>
North West Housing Partnership	Home Repair Program	\$145,188

North West Housing Partnership	Minor Repair Program	\$21,275
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and;

WHEREAS, the City desires to enter into subrecipient agreements in substantially the form attached to this Resolution as **Exhibit C** (“**Public Facility Project Agreements**”) with the Des Plaines Park District (“**Park District**”) to administer public facility projects under the Community Development Block Grant Program in the following amounts:

<u>Subrecipient</u>	<u>Public Facility Projects</u>	<u>Budget</u>
Des Plaines Park District	Seminole Park Project	\$100,000

and;

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into: (i) the Public Service Program Agreements with the Public Service Program Subrecipients; (ii) the Housing Rehabilitation Program Agreements with the Housing Rehabilitation Program Subrecipients; (iii) the Public Facility Project Agreements with the Park District; and

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

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

SECTION 2: APPROVAL OF AGREEMENTS. The City Council hereby approves the Public Service Program Agreements, the Housing Rehabilitation Program Agreements, and the Public Facility Project Agreements in substantially the form attached to this Resolution as **Exhibit A**, **Exhibit B**, and **Exhibit C**, respectively, and in a final form approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENTS. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City: (a) the Public Service Program Agreements with the Public Service Program Subrecipients; (b) the Housing Rehabilitation Program Agreements with the Housing Rehabilitation Program Subrecipients; and (c) the Public Facility Project Agreements with the Park District.

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 _____, 2017.

APPROVED this ____ day of _____, 2017.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving CDBG Subrecipient Contract Amounts PY2016

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF DES PLAINES, ILLINOIS,
AND
[NON-GOVERNMENTAL SUBRECIPIENT]
FOR
[NAME OF CDBG PUBLIC SERVICE PROGRAM]**

THIS SUBRECIPIENT AGREEMENT ("**Agreement**") is entered this ____ day of _____, 201_ by and between the City of Des Plaines, an Illinois home-rule municipality ("**Grantee**") and _____ ("**Subrecipient**").

WHEREAS, on August 3rd, 2015, the corporate authorities of the Grantee approved: (i) Resolution No. R-138-15, approving a five-year Consolidated Plan for the City's participation in the Community Development Block Grant program ("**CDBG Program**") administered by the United States Department of Housing and Urban Development ("**HUD**"); and (ii) Resolution No. R-115-16, approving a City Action Plan for the 2016 CDBG Program year; and

WHEREAS, the Grantee submitted the Consolidated Plan, the Action Plan, and an application for a CDBG Program grant to HUD pursuant to Title I of the Housing and Community Development Act of 1974 as amended ("**HCD Act**"); and

WHEREAS, HUD has awarded Grantee a grant of funds under the CDBG Program ("**CDBG Grant**"); and

WHEREAS, the Grantee desires to utilize a portion of the CDBG Grant to engage the Subrecipient to perform, and the Subrecipient desires to receive a portion of the CDBG Grant to perform, public services and activities to help implement the objectives of the CDBG Program, the Consolidated Plan, and the Action Plan, all in accordance with the HCD Act, the regulations promulgated thereunder, and all other applicable federal, state, and local laws, ordinances, and regulations (collectively, the "**Requirements of Law**"); and

WHEREAS, the Grantee and the Subrecipient desire to enter into this Agreement to set forth their respective rights and obligations with respect to the use of the CDBG Grant and the performance of the public services and activities;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. CDBG Grant

The CDBG Grant is part of the following federal award:

CFDA Title:	Community Development Block Grants/Entitlement Grants
CFDA Number:	14.218
Award Name:	Community Development Block Grants/Entitlement Grants, A Formula Grants
Award Number:	B-15-MC-17-0009
Award Year:	2016
R&D Award?	No
Federal Agency:	United States Department of Housing and Urban Development, Office of Community Planning and Development

B. Activities

The Subrecipient shall use CDBG Grant funds to administer ***[INSERT NAME OF PROGRAM]*** during CDBG Program Year 2016 (“***Subrecipient Program***”) in a manner satisfactory to the Grantee, consistent with any standards required by HUD as a condition of the CDBG Grant, and in accordance with the Requirements of Law and this Agreement. The Subrecipient shall expend CDBG Grant funds solely to perform and complete the following activities eligible for funding under the CDBG Program (collectively, the “***Activities***”):

Program Delivery Activities

Activity #1 ***[INSERT COMPLETE DESCRIPTION OF EACH ACTIVITY, INCLUDING THE SERVICES TO BE PERFORMED, THE LOCATION WHERE THEY WILL BE PERFORMED, FOR WHOM THEY WILL BE PERFORMED, AND HOW THEY WILL BE PERFORMED.]***

Activity #2 ***[SAME]***

Activity #3 ***[SAME]***

[ADD ADDITIONAL ACTIVITIES AS NECESSARY]

General Administration Activities

[INSERT DESCRIPTION OF GENERAL ADMINISTRATIVE ACTIVITIES TO BE PERFORMED IN SUPPORT OF PROGRAM DELIVERY ACTIVITIES STATED ABOVE.]

C. National Objectives

The Activities must, pursuant to and in accordance with 24 CFR 570.200(a) (2) and 24 CFR 570.208, meet one of the following of the CDBG Program’s National Objectives: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient hereby certifies that the Activities carried out under this Agreement will meet **[INSERT NATIONAL OBJECTIVE OR OBJECTIVES THAT WILL BE MET]** as follows: **[INSERT DESCRIPTION OF HOW NATIONAL OBJECTIVE(S) WILL BE MET. IF DIFFERENT ACTIVITIES WILL MEET DIFFERENT OBJECTIVES, DESCRIBE HOW EACH ACTIVITY WILL MEET ONE OR MORE OF THE OBJECTIVES.]**.

C. Levels of Accomplishment - Goals and Performance Measures

The Subrecipient shall perform the Activities in accordance with the following performance measures, quantified in the units described below (collectively, the “*Performance Measures*”):

Activity	Unit Type	Units per Month	Total Units/Year
Activity #1	[INSERT UNIT OF MEASUREMENT TO BE USED, E.G., NUMBER OF PERSONS ASSISTED, NUMBER OF MEALS SERVED, NUMBER OF HOUSING UNITS REHABILITATED, ETC.)		
Activity #2			
Activity #3			
[INSERT ADDITIONAL LINES AS NECESSARY.]			

D. Staffing

The Subrecipient shall perform the Activities using the following personnel and in accordance with the following allocation of time for each person:

<u>Activity</u>	<u>Personnel</u>	<u>General Responsibilities</u>	<u>Time Allocation (Hours Per Week)</u>
Activity #1			
Activity #2			
Activity #3			
[INSERT ADDITIONAL LINES AS NECESSARY.]			

The Subrecipient shall not make any changes in the personnel assigned, their general responsibilities, or their time allocation under this Agreement without the prior written approval of the Grantee.

E. Performance Monitoring

On an annual basis, or on a more frequent basis if required by HUD, the Grantee will evaluate the Subrecipient’s performance of the Activities to determine: (1) the Subrecipient’s compliance with this Agreement and the Requirements of Law; and (2) the Subrecipient’s progress attaining the Performance Measures (“*Performance Review*”). The Grantee shall notify the Subrecipient of the results of each Performance Review within 45 days after the conclusion of the Performance Review. Failure to perform the Activities in accordance with the Requirements of Law and the Performance Measures will constitute an act of default under this Agreement. If action to correct any default is not taken by the Subrecipient within 30 days after receipt of notice from the Grantee, the Grantee may immediately suspend the disbursement of all CDBG Grant funds and terminate this Agreement.

II. TIME OF PERFORMANCE

The Subrecipient shall commence the Activities on _____, 2016, and shall complete the Activities no later than _____, 2017 (“*Time of Performance*”). The Time of Performance shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income (as defined in 24 CFR 570.500), during which time all of the terms and provisions of this Agreement shall be in full force and effect and binding upon the Subrecipient.

III. BUDGET

The Subrecipient must perform the Activities in accordance with the following budget.

<u>Line Item</u>	<u>Amount</u>
Salaries	
Activity 1	
Activity 2	

<i>[INSERT ACTIVITIES AS NECESSARY]</i>	
Fringe	
Office Space (program only)	
Utilities	
Communications	
Reproduction/Printing	
Supplies and Materials	
Mileage	
Audit and Performance Review	
<i>[INSERT OTHER LINES AS NECESSARY]</i>	
TOTAL	

At any time during the Time of Performance, the Grantee may, in its discretion, require the Subrecipient to provide to the Grantee a supplementary budget or a more detailed budget for the performance of the Activities. The Subrecipient must provide a supplementary or more detailed budget to the Grantee no later than 30 days after receipt of a written request from the Grantee. The Subrecipient shall not amend the budget set forth in this Section III, or any supplementary or more detailed budget submitted to the Grantee pursuant to this Section III, without the prior written approval of the Grantee.

IV. PAYMENT

The total amount of CDBG Grant funds paid by the Grantee to the Subrecipient for the performance of the Activities under this Agreement shall not exceed \$_____. Payment of CDBG Grant funds shall be made only for eligible expenses and general administration and shall be made in accordance with 2 CFR 200.305, against the line items within the budget set forth in Section III of this Agreement, and based upon the Subrecipient’s progress toward attaining the Performance Measures. The Subrecipient shall maintain a financial management system and internal controls in accordance with 2 CFR 200.302 and 2 CFR 200.303.

The Grantee may suspend or withhold the payment of CDBG Grant funds to, and may recover any unspent CDBG Grant funds from, the Subrecipient if the Grantee determines, in its sole discretion, that the Subrecipient has failed to perform any of its obligations in accordance with, or has violated, this Agreement or the Requirements of Law.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written

communications under this Agreement shall be addressed to the people set forth below, unless modified by subsequent written notice.

Notices concerning this Agreement shall be directed to the following contract representatives:

If to Grantee: City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016
Attention: Davorka Kirincic, CDBG Administrator

If to Subrecipient: _____

Attention: _____

VI. SPECIAL CONDITIONS

[INSERT ANY SPECIAL CONDITIONS APPLICABLE TO THE PARTICULAR ACTIVITY OR SUBRECIPIENT. IF NONE, INSERT: "THIS SECTION INTENTIONALLY LEFT BLANK."]

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient shall perform the Activities and all of its other obligations under this Agreement in accordance with the Requirements of Law, including, without limitation, all applicable requirements of 24 CFR Part 570, including, without limitation, subpart K of Part 570, and of 2 CFR Part 200. The Subrecipient shall utilize CDBG Grant funds received pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended or shall be construed to create or establish the relationship of employer/employee, principal/agent, or joint ventures between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the Activities to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, PICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, and its

officials, officers, employees, agents, and representatives, from and against any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance of or failure to perform the Activities and the Subrecipient's other obligations under this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement in accordance with the Requirements of Law.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect the CDBG Grant funds disbursed to the Subrecipient pursuant to this Agreement, and all property and other assets purchased in whole or in part with CDBG Grant funds, from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all of its employees in an amount equal to the CDBG Grant fund cash advances from the Grantee. The Subrecipient shall name the Grantee as additional insured on all insurance policies required by this Subsection.

F. Grantee Recognition

The Subrecipient shall recognize the role of HUD and the Grantee in providing services through this Agreement. All activities, facilities, and items performed and utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative of each organization, and approved by the Subrecipient's and the Grantee's respective governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from their obligations under this Agreement.

The Grantee may, in its sole discretion, amend this Agreement as necessary to conform with Federal, state, or local governmental laws, regulations, guidelines, policies, and changes to available funding amounts by providing written notice to Subrecipient of such amendments.

H. Suspension or Termination

In accordance with 2 CFR 200.338 and 2 CFR 200.339, the Grantee may, without

limitation of other available remedies at law or in equity, withhold payments of the CDBG Grant funds, disallow the use of CDBG Grant funds for all or part of the cost of an Activity, or suspend or terminate all or any part of payment of the CDBG Grant funds or this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement. Material failures to comply with this Agreement include (but are not limited to) the following:

1. Failure by the Subrecipient to comply with any of the provisions of this Agreement and the Requirements of Law;
2. Failure by the Subrecipient to perform its obligations in accordance with this Agreement;
3. Improper use of CDBG Grant funds provided to the Subrecipient under this Agreement; and
4. Submission by the Subrecipient to the Grantee of reports, documents, statements, or any other information that is late, incorrect, inaccurate, incomplete, or misleading or fraudulent in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by written notification to HUD setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion of the CDBG Grant to be terminated. In the case of partial termination, if HUD determines that the remaining portion of the CDBG Grant will not accomplish the purpose for which the award was made, HUD may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient shall comply with the standards and requirements of 24 CFR 570.502 and of 2 CFR Part 200, Subpart D, including, without limitation, the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in accordance with the cost principles set forth in 2 CFR Part 200, Subpart E. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by 2 CFR 200.333 and 24 CFR 570.506 that are pertinent to the Activities to be funded under this Agreement (collectively, “**Records**”). These Records shall include, without limitation:

- a. Records providing a full description of each Activity undertaken;
- b. Records demonstrating that each Activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of Activities for funding under this Agreement;
- d. Records documenting compliance with equal opportunity requirements of the CDBG Program;
- e. Financial Records, as required by 24 CFR 570.502; 2 CFR Part 200, Subpart D; and 24 CFR 84.21 through 84.28, in accordance with the standards set forth in 24 CFR 85.20, including, without limitation, accounting records with source documentation, including, without limitation, cancelled checks, paid bills, payroll records, detailed time and attendance records showing the amount of time spent by Subrecipient personnel in the performance of the Activities, and contract and subcontract award documents; and
- f. All Records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial Records, supporting documents, statistical Records, and all other Records related to this Agreement and the performance of the Activities pursuant to this Agreement for a period of three years after the date that the Grantee submits, as part of Grantee’s annual performance and evaluation report to HUD, its final report to HUD regarding the Activities supported pursuant to this Agreement (“**Retention Period**”). Notwithstanding the preceding sentence, if any litigation, claims, audits, negotiations or other actions involving the Records (collectively, “**Actions**”) accrue before the expiration of the Retention Period, then the Records must be retained by the Subrecipient until the Actions are fully resolved or the expiration of the Retention Period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided in connection with the Activities. Such data shall include, but not be limited to, each client’s name, address, social security number, income level or other basis for determining eligibility, and a description of service provided. Such

information shall be made available to Grantee or its designees on a quarterly basis during the Performance Review or upon request by the Grantee.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to the Activities and services performed and provided pursuant to this Agreement, is prohibited unless written consent is obtained from the client or, in the case of a minor client, the minor's parent or guardian; provided, however, that Subrecipient shall furnish to the Grantee all Records requested by the Grantee for the purpose of complying with the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed in accordance with 2 CFR 200.343, as determined by the Grantee in its sole discretion. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of all funds, and property and other assets purchased with funds, disbursed under this Agreement (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect and binding upon the Subrecipient during any period that the Subrecipient has control over CDBG funds or property, including program income.

6. Audits & Inspections

The Subrecipient shall provide all Records to the Grantee, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often they deem necessary, to audit, examine, and make copies, excerpts, or transcripts of such Records. Minimally, the Subrecipient shall provide all Records to the Grantee during each Performance Review conducted by Grantee in accordance with Section I.E of this Agreement.

Any violations of this Agreement or the Requirements of Law, or any other deficiency discovered during a Performance Review or audit of the Subrecipient must be fully cured by the Subrecipient, to the satisfaction of the Grantee, HUD, or the Comptroller General of the United States, in their sole discretion, within 30 days after receipt by the Subrecipient of notice of the violations or deficiencies. Failure of the Subrecipient to comply with the requirements of this Section is an event of default under this Agreement and may, without limitation of other available remedies, result in the withholding and recovery of CDBG Grant fund payments to

the Subrecipient under this Agreement. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with applicable OMB Circulars.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall submit monthly written reports in a form acceptable to the Grantee of all program income (as defined at 24 CFR 570.500(a)) generated by Activities carried out with CDBG Grant funds provided to the Subrecipient under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth in 24 CFR 570.504. Additionally, the Subrecipient shall use program income during the Time of Performance of this Agreement to fund the Activities under this Agreement and shall reduce requests for CDBG funds by the amount of program income expended on the Activities. All unexpended program income shall be returned to the Grantee at the end of the Time of Performance. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

The Subrecipient shall keep a record of all indirect costs in the manner required by HUD. Indirect costs are costs incurred for a common or joint purpose benefiting more than one cost objective but not readily assignable to those cost objectives without effort disproportionate to the results achieved. However, the Subrecipient acknowledges and agrees that it may not charge or seek payment for, and the Grantee shall not pay, any indirect costs.

3. Payment Procedures

The Subrecipient shall submit payment requests to the Grantee on a form acceptable to the Grantee in its sole discretion. The Grantee will pay to the Subrecipient CDBG Grant funds available under this Agreement in accordance with the Subrecipient's progress in attaining the Performance Measures set forth in Section I.C of this Agreement, the budget set forth in Section III of this Agreement, and Grantee policy concerning payments. With the exception of certain advances, payments will be made for, and shall not exceed, eligible expenses actually incurred by the Subrecipient. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. The Grantee reserves the right to use funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall, in accordance with 2 CFR 200.328, submit to the Grantee

quarterly progress reports using information collection standards approved by the United States Office of Management and Budget regarding the performance of the Activities and the expenditure of CDBG Grant funds in a form acceptable to the Grantee in its sole discretion. The Subrecipient shall also meet with the Grantee upon request to discuss the Grantee's performance under this Agreement.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR 200.317 through 2 CFR 200.326 and the Grantee's purchasing policy for the procurement of all property and equipment pursuant to this Agreement and shall maintain inventory records of all non-expendable personal property procured with funds provided pursuant to this Agreement. The Subrecipient shall convey to the Grantee all program assets (including, without limitation, unexpended program income and personal property purchased with CDBG funds or program income) upon the termination or expiration of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the applicable requirements of 24 CFR 84.40 through 24 CFR 84.48 and 2 CFR 200.317 through 2 CFR 200.326.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Chicago metropolitan area to be paid for with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.310 through 200.316, 24 CFR Part 84, and 24 CFR 570.502, 570.503, and 570.504, as applicable, including, without limitation, the following requirements:

1. The Subrecipient shall transfer to the Grantee any CDBG Grant funds on hand, and any program income, and any accounts receivable attributable to the use of CDBG Grant funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
2. If the Subrecipient sells equipment acquired, in whole or in part, with CDBG Grant funds under this Agreement, the pro rata portion of the sale proceeds that correspond to the amount of CDBG Grant funds used to acquire the

equipment shall be program income. Equipment not needed by the Subrecipient to perform Activities under this Agreement shall be either: (a) transferred to the Grantee for use by the CDBG Program; or (b) retained by the Subrecipient after paying the Grantee an amount equal to the amount of the fair market value of the equipment attributable to the amount of CDBG Grant funds used to acquire the equipment.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

The Subrecipient agrees to comply with the applicable provisions of: (1) Title VI of the Civil Rights Act of 1964, as amended; (2) Title VIII of the Civil Rights Act of 1968, as amended; (3) Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; (4) the Americans with Disabilities Act of 1990, as amended; (5) the Age Discrimination Act of 1975, as amended; (6) Executive Order 11063; and the laws, regulations, and executive orders referenced in 24 CFR 570.607.

The Subrecipient also agrees to comply with all Federal regulations promulgated pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U S C 794, which prohibits discrimination against individuals with disabilities or handicaps in any Federally-assisted program.

B. Affirmative Action

1. Approved Plan

Before the payment of any CDBG Grant funds pursuant to this Agreement, the Subrecipient shall submit a plan for an Affirmative Action Program to Grantee for approval. The Subrecipient agrees that it shall carry out the Affirmative Action Program in accordance with the approved plan and with the principles provided in the President's Executive Order 11246 of September 24, 1966.

2. Access to Records

The Subrecipient shall maintain and, upon request by the Grantee, HUD, their agents, or other authorized federal officials, furnish, and cause each of its subrecipients and subcontractors to furnish, all plans, records, documents, and other information required to be maintained pursuant to, or necessary to demonstrate compliance with, this Section IX.B.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with

which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice at conspicuous places accessible and visible to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will cause the provisions of Sections IX.A and IX.B of this Agreement, and the language required therein, to be included in every contract, subcontract, or purchase order with the Subrecipient's subrecipients, contractors, or subcontractors so that such provisions will be binding upon those subrecipients, contractors, or subcontractors.

C. Prohibited Activities

The Subrecipient is prohibited from using funds received pursuant to this Agreement or personnel employed in the administration of the Subrecipient Program or Activities for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee, which consent may be denied in the Grantee's sole discretion; provided, however, that claims for money due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts for the purpose of performing the Activities or any of the Subrecipient's other obligations under this Agreement without first obtaining the written consent of the Grantee, which consent may be denied in the Grantee's sole discretion. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection

process.

b. Monitoring

The Subrecipient must regularly review all subcontracted services to assure compliance with the Requirements of Law, the provisions of this Agreement, and the provisions of the subcontract. The Subrecipient shall prepare written reports documenting its review of the subcontracted services, which reports must include, without limitation, the dates of the review, any compliance failures by subcontractors found by the Subrecipient, and the actions taken by the Subrecipient to cause the subcontractors to come into compliance. The Subrecipient shall provide these written reports to the Grantee upon request and whenever a report includes findings that a subcontractor failed to comply with the Requirements of Law, the provisions of this Agreement, or the provisions of the subcontract.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed by the Subrecipient and a subrecipient or subcontractor in connection with the performance of this Agreement.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent expended on or used to support the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318, 24 CFR 84.42, and 24 CFR 570.611, as applicable, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are

in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. The Subrecipient will require that the language of this Section IX.D.5 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person

who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable work, material, or inventions, the Subrecipient shall, and does hereby, grant to Grantee and the grantor agency the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work, material, or inventions for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Des Plaines

[Insert Name of Organization]

By: _____
Mayor

By: _____

Attest: _____
City Clerk

Title: _____

Countersigned: _____
Director of
Finance

DUNS I.D. # _____

Fed. I.D. # _____

Approved as to form and legal
sufficiency:

Affirmative action approval:

City General Counsel

Contract Compliance Supervisor

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

CERTIFICATION

- A. The Sub-recipient certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be undertaken against employees for violations of such prohibitions;
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the U.S. Department of Housing and Urban Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by

a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Sub-recipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The grantee further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Grantee: [Click here and type name]

Grant Program Name: [Click here and type name]

Grant Number: [Click here and type number]

Date: [Click here and insert date]

The grantee shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification if different than above.

Place of Performance (include street address, city, county, state, zip code for each site):

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF DES PLAINES, ILLINOIS,
AND
[NON-GOVERNMENTAL SUBRECIPIENT]
FOR
[NAME OF CDBG HOUSING REHABILITATION PROGRAM]**

THIS SUBRECIPIENT AGREEMENT ("**Agreement**") is entered this _____ day of _____, 201_ by and between the City of Des Plaines, an Illinois home-rule municipality ("**Grantee**") and _____ ("**Subrecipient**").

WHEREAS, on August 3rd, 2015, the corporate authorities of the Grantee approved: (i) Resolution No. R-138-15, approving a five-year Consolidated Plan for the City's participation in the Community Development Block Grant program ("**CDBG Program**") administered by the United States Department of Housing and Urban Development ("**HUD**"); and (ii) Resolution No. R-115-16, approving a City Action Plan for the 2016 CDBG Program year; and

WHEREAS, the Grantee submitted the Consolidated Plan, the Action Plan, and an application for a CDBG Program grant to HUD pursuant to Title I of the Housing and Community Development Act of 1974 as amended ("**HCD Act**"); and

WHEREAS, HUD has awarded Grantee a grant of funds under the CDBG Program ("**CDBG Grant**"); and

WHEREAS, the Grantee desires to utilize a portion of the CDBG Grant to engage the Subrecipient to construct or rehabilitate, and the Subrecipient desires to receive a portion of the CDBG Grant to construct or rehabilitate, residential structures that will be occupied by low- and moderate-income households to help implement the objectives of the CDBG Program, the Consolidated Plan, and the Action Plan, all in accordance with the HCD Act, the regulations promulgated thereunder, and all other applicable federal, state, and local laws, ordinances, and regulations (collectively, the "**Requirements of Law**"); and

WHEREAS, the Grantee and the Subrecipient desire to enter into this Agreement to set forth their respective rights and obligations with respect to the use of the CDBG Grant and the construction or rehabilitation of residential facilities that will be occupied by low- and moderate-income households;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF WORK

A. Project

The Subrecipient shall use CDBG Grant funds to construct or rehabilitate the residential structures described in the “*Statement of Work*” set forth below during CDBG Program Year 2015 (“*Housing Project*”) in a manner satisfactory to the Grantee, consistent with any standards required by HUD as a condition of the CDBG Grant, and in accordance with the Requirements of Law and this Agreement. The Subrecipient shall expend CDBG Grant funds solely to perform and complete the work described in the Statement of Work (“*Work*”) and solely in accordance with the budget set forth in Section III of this Agreement.

Statement of Work:

[INSERT STATEMENT OF WORK PROVIDED BY SUBRECIPIENT OR INSERT THE FOLLOWING LANGUAGE: “STATEMENT OF WORK IS ATTACHED TO, AND HEREBY INCORPORATED INTO, THIS AGREEMENT AS EXHIBIT A.”]

B. National Objectives

The Work must, pursuant to and in accordance with 24 CFR 570.200(a)(2) and 24 CFR 570.208, meet one of the following of the CDBG Program’s National Objectives: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient hereby certifies that the Work carried out under this Agreement will meet ***[INSERT NATIONAL OBJECTIVE OR OBJECTIVES THAT WILL BE MET]*** as follows: ***[INSERT DESCRIPTION OF HOW NATIONAL OBJECTIVE(S) WILL BE MET. IF DIFFERENT WORK WILL MEET DIFFERENT OBJECTIVES, DESCRIBE HOW EACH ACTIVITY WILL MEET ONE OR MORE OF THE OBJECTIVES.]***

C. Performance Measures

The Subrecipient shall perform and complete the Work in accordance with, and the Subrecipient’s performance shall be measured against, the Statement of Work, including, without limitation, the schedule for completing the Work (“*Schedule of Completion*”) and the plans and specifications (“*Plans*”) for the Work set forth therein.

D. Staffing

The Subrecipient shall perform the Work, or cause the Work to be performed, using the following personnel and in accordance with the following allocation of time for each person:

<u>Personnel</u>	<u>General Responsibilities</u>	<u>Time Allocation (Hours Per Week)</u>

The Subrecipient shall not make any changes in the personnel assigned, their general responsibilities, or their time allocation under this Agreement without the prior written approval of the Grantee.

E. Performance Monitoring

On an annual basis, or on a more frequent basis if required by HUD, the Grantee will evaluate the Subrecipient’s performance of the Work to determine: (1) the Subrecipient’s compliance with this Agreement and the Requirements of Law; and (2) the Subrecipient’s progress completing the Work in accordance with the Statement of Work, including, without limitation, the Schedule of Completion and Plans (“**Performance Review**”). In accordance with 2 CFR 200.328(c), the Subrecipient shall, within a reasonable time after a request by Grantee, and in any event not less than quarterly, provide to Grantee construction performance reports regarding the status of the Work (“**Performance Reports**”). These reports shall include, without limitation, certifications by the Subrecipient of the percentage of Work completed and any other information Grantee deems necessary to determine whether the Work complies with the Statement of Work, including, without limitation, the Schedule of Completion and the Plans. The Subrecipient also shall permit Grantee to perform on-site technical inspections of the Work conducted by Subrecipient and Grantee for the purpose of determining the Subrecipient’s progress in completing the Work (“**Technical Inspections**”). The Subrecipient’s key personnel and contractors shall be present at the Technical Inspections if requested by the Grantee. The Grantee will consider the Performance Reports and Technical Inspections during the Performance Review.

The Grantee shall notify the Subrecipient of the results of each Performance Review within 45 days after the conclusion of the Performance Review. Failure to perform the Work in accordance with the Requirements of Law and the Performance Measures will constitute an act of default under this Agreement. If action to correct any default is not taken by the Subrecipient within 30 days after receipt of notice from the Grantee, the Grantee may immediately suspend the disbursement of all CDBG Grant funds and terminate this Agreement.

II. TIME OF PERFORMANCE

The Subrecipient shall commence the Work on _____, 2016, and shall complete the Work no later than _____, 2017 (“**Time of Performance**”). The Time of Performance shall be extended to cover any additional time period during which the

Subrecipient remains in control of CDBG funds or other CDBG assets, including program income (as defined in 24 CFR 570.500), during which time all of the terms and provisions of this Agreement shall be in full force and effect and binding on the Subrecipient.

III. BUDGET

The Subrecipient must perform the Work in accordance with the following budget.

<u>Line Item</u>	<u>Amount</u>
Housing Project Budget	
<i>[INSERT CONSTRUCTION PROJECT BUDGET]</i>	
Salaries	
Fringe	
Office Space (program only)	
Utilities	
Communications	
Reproduction/Printing	
Supplies and Materials	
Mileage	
Audit and Performance Review	
<i>[INSERT OTHER LINES AS NECESSARY]</i>	
TOTAL	

At any time during the Time of Performance, the Grantee may, in its discretion, require the Subrecipient to provide to the Grantee a supplementary budget or a more detailed budget for the performance of the Work. The Subrecipient must provide a supplementary or more detailed budget to the Grantee no later than 30 days after receipt of a written request from the Grantee. The Subrecipient shall not amend the budget set forth in this Section III, or any supplementary or more detailed budget submitted to the Grantee pursuant to this Section III, without the prior written approval of the Grantee.

IV. PAYMENT

The total amount of CDBG Grant funds paid by the Grantee to the Subrecipient for the performance of the Work under this Agreement shall not exceed \$_____. Payment of CDBG Grant funds shall be made only for eligible expenses and general administration and shall be made in accordance with 2 CFR 200.305, against the line

items within the budget set forth in Section III of this Agreement, and based upon the Subrecipient’s progress toward attaining the Performance Measures described in Section I.C of this Agreement. The Subrecipient shall maintain a financial management system and internal controls in accordance with 2 CFR 200.302 and 2 CFR 200.303.

The Grantee may suspend or withhold the payment of CDBG Grant funds to, and may recover any unspent CDBG Grant funds from, the Subrecipient if the Grantee determines, in its sole discretion, that the Subrecipient has failed to perform any of its obligations in accordance with, or has violated, this Agreement or the Requirements of Law.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the people set forth below, unless modified by subsequent written notice.

Notices concerning this Agreement shall be directed to the following contract representatives:

If to Grantee: City of Des Plaines
 1420 Miner Street
 Des Plaines, IL 60016
 Attention: _____

If to Subrecipient: _____

 Attention: _____

VI. SPECIAL CONDITIONS

[INSERT ANY SPECIAL CONDITIONS APPLICABLE TO THE PARTICULAR WORK OR SUBRECIPIENT. IF NONE, INSERT: “THIS SECTION INTENTIONALLY LEFT BLANK.”]

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient shall perform the Work and all of its other obligations under this Agreement in accordance with the Requirements of Law, including, without limitation, all applicable requirements of 24 CFR Part 570, including, without limitation, subpart K of Part 570, and of 2 CFR Part 200. The Subrecipient shall utilize CDBG Grant

funds received pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended or shall be construed to create or establish the relationship of employer/employee, principal/agent, or joint venturers between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, PICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, and its officials, officers, employees, agents, and representatives, from and against any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance of or failure to perform the Work and the Subrecipient's other obligations under this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement in accordance with the Requirements of Law.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect the CDBG Grant funds disbursed to the Subrecipient pursuant to this Agreement, and all property and other assets purchased in whole or in part with CDBG Grant funds, from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all of its employees in an amount equal to the CDBG Grant fund cash advances from the Grantee. The Subrecipient shall name the Grantee as additional insured on all insurance policies required by this Subsection.

The Subrecipient shall: (1) provide insurance coverage for real property and equipment acquired or improved with federal funds in accordance with 2 CFR 200.310; and (2) comply with the bonding requirements for construction or facility improvement contracts or subcontracts set forth in 2 CFR 200.325, which requirements may include obtaining (a) a bid guarantee in the amount of five percent of the bid price from each bidder who participates in a procurement for the Work, and (b) a performance bond and a payment bond, respectively, each in the amount of 100 percent of the contract price, from each contractor who enters into a contract with the Subrecipient for the performance of some or all of the Work.

F. Grantee Recognition

The Subrecipient shall recognize the role of HUD and the Grantee in performing the Work under this Agreement. All activities, facilities, and items performed and utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative of each organization, and approved by the Subrecipient's and the Grantee's respective governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from their obligations under this Agreement.

The Grantee may, in its sole discretion, amend this Agreement as necessary to conform with Federal, state, or local governmental laws, regulations, guidelines, policies, and changes to available funding amounts by providing written notice to Subrecipient of such amendments.

H. Suspension or Termination

In accordance with 2 CFR 200.338 and 2 CFR 200.339, the Grantee may, without limitation of other available remedies at law or in equity, withhold payments of the CDBG Grant funds, disallow the use of CDBG Grant funds for all or part of the cost of an Activity, or suspend or terminate all or any part of payment of the CDBG Grant funds or this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement. Material failures to comply with this Agreement include (but are not limited to) the following:

1. Failure by the Subrecipient to comply with any of the provisions of this Agreement and the Requirements of Law;
2. Failure by the Subrecipient to perform its obligations in accordance with this Agreement;
3. Improper use of CDBG Grant funds provided to the Subrecipient under this Agreement; and
4. Submission by the Subrecipient to the Grantee of reports, documents, statements, or any other information that is late, incorrect, inaccurate, incomplete, or misleading or fraudulent in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by written notification to HUD setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion of the CDBG Grant to be terminated. In the case of partial termination, if HUD determines that the remaining portion of the CDBG Grant will not accomplish the purpose for which the award was made, HUD may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient shall comply with the standards and requirements of 24 CFR 570.502 and of 2 CFR Part 200, Subpart D, including, without limitation, the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in accordance with the cost principles set forth in 2 CFR Part 200, Subpart E. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by 2 CFR 200.333 and 24 CFR 570.506 that are pertinent to the Work to be funded under this Agreement (collectively, "**Records**"). These Records shall include, without limitation:

- a. Records providing a full description of the Work performed;
- b. Records demonstrating that the Work meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of the Work for funding under this Agreement;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG program;
- f. Financial Records, as required by 24 CFR 570.502; 2 CFR Part 200, Subpart D; and 24 CFR 84.21 through 84.28, in accordance with the

standards set forth in 24 CFR 85.20, including, without limitation, accounting records with source documentation, including, without limitation, cancelled checks, paid bills, payroll records, detailed time and attendance records showing the amount of time spent by Subrecipient personnel in the performance of the Work, and contract and subcontract award documents; and

- g. All Records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial Records, supporting documents, statistical Records, and all other Records related to this Agreement and the performance of the Work pursuant to this Agreement for a period of three years after the date that the Grantee submits, as part of Grantee's annual performance and evaluation report to HUD, its final report to HUD regarding the Work supported pursuant to this Agreement ("**Retention Period**"). Notwithstanding the preceding sentence, if any litigation, claims, audits, negotiations or other actions involving the Records (collectively, "**Actions**") accrue before the expiration of the Retention Period, then the Records must be retained by the Subrecipient until the Actions are fully resolved or the expiration of the Retention Period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided in connection with the Activities. Such data shall include, but not be limited to, each client's name, address, social security number, income level or other basis for determining eligibility, and a description of service provided. Such information shall be made available to Grantee or its designees on a quarterly basis during the Performance Review or upon request by the Grantee.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to the Activities and services performed and provided pursuant to this Agreement, is prohibited unless written consent is obtained from the client or, in the case of a minor client, the minor's parent or guardian; provided, however, that Subrecipient shall furnish to the Grantee all Records requested by the Grantee for the purpose of complying with the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out

requirements are completed in accordance with 2 CFR 200.343, as determined by the Grantee in its sole discretion. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of all funds, and property and other assets purchased with funds, disbursed under this Agreement (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect and binding upon the Subrecipient during any period that the Subrecipient has control over CDBG funds or property, including program income.

6. Audits & Inspections

The Subrecipient shall provide all Records to the Grantee, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often they deem necessary, to audit, examine, and make copies, excerpts, or transcripts of such Records. Minimally, the Subrecipient shall provide all Records to the Grantee during each Performance Review conducted by Grantee in accordance with Section I.E of this Agreement.

Any violations of this Agreement or the Requirements of Law, or any other deficiency discovered during a Performance Review or audit of the Subrecipient, must be fully cured by the Subrecipient, to the satisfaction of the Grantee, HUD, or the Comptroller General of the United States, in their sole discretion, within 30 days after receipt by the Subrecipient of notice of the violations or deficiencies. Failure of the Subrecipient to comply with the requirements of this Section is an event of default under this Agreement and may, without limitation of other available remedies, result in the withholding and recovery of CDBG Grant fund payments to the Subrecipient under this Agreement. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with applicable OMB Circulars.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall submit monthly written reports in a form acceptable to the Grantee of all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG Grant funds provided to the Subrecipient under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth in 24 CFR 570.504. Additionally, the Subrecipient shall use program income during the Time of Performance of this Agreement to fund the Work under this Agreement and shall reduce requests for CDBG funds by the amount of program income expended on the Work. All unexpended program income shall be returned to the Grantee at the end of the Time of Performance. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the

Grantee.

2. Indirect Costs

The Subrecipient shall keep a record of all indirect costs in the manner required by HUD. Indirect costs are costs incurred for a common or joint purpose benefiting more than one cost objective but not readily assignable to those cost objectives without effort disproportionate to the results achieved. However, the Subrecipient acknowledges and agrees that it may not charge or seek payment of CDBG Grant funds for, and the Grantee shall not pay, any indirect costs.

3. Payment Procedures

The Subrecipient shall submit a payment request to the Grantee after completion of all Work required to complete the Housing Project on a form acceptable to the Grantee in its sole discretion. The Grantee shall not pay any CDBG Grant funds to the Subrecipient until after all Work has been completed by the Subrecipient and approved by the Grantee. The Grantee will pay to the Subrecipient CDBG Grant funds available under this Agreement if the Subrecipient has completed the Work in accordance with the Statement of Work. The Grantee will make such payments in accordance with the budget set forth in Section III of this Agreement and Grantee policy concerning payments. With the exception of certain advances, payments will be made for, and shall not exceed, eligible expenses actually incurred by the Subrecipient. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. The Grantee reserves the right to use funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

Together with the Performance Reports, the Subrecipient shall submit to the Grantee quarterly progress reports using information collection standards approved by the United States Office of Management and Budget regarding the performance of the Work and the expenditure of CDBG Grant funds in a form acceptable to the Grantee in its sole discretion. The Subrecipient shall also meet with the Grantee upon request to discuss the Grantee's performance under this Agreement.

D. Procurement

1. Compliance

The Subrecipient shall comply with the applicable requirements of 2 CFR 200.317 through 2 CFR 200.326 and the Grantee's purchasing policy for the procurement of all Work and related property and equipment pursuant to this Agreement and shall maintain inventory records of all non-expendable personal property procured with funds provided pursuant to this Agreement. The Subrecipient shall convey to the

Grantee all program assets (including, without limitation, unexpended program income and personal property purchased with CDBG funds or program income) upon the termination or expiration of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the applicable requirements of 24 CFR 84.40 through 24 CFR 84.48 and 2 CFR 200.317 through 2 CFR 200.326.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Chicago metropolitan area to be paid for with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.310 through 200.316, 24 CFR Part 84, and 24 CFR 570.502, 570.503, and 570.504, as applicable, including, without limitation, the following requirements:

1. The Subrecipient shall transfer to the Grantee any CDBG Grant funds on hand, and any program income, and any accounts receivable attributable to the use of CDBG Grant funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds provided to the Subrecipient under this Agreement in an amount that exceeds \$25,000 ("***CDBG-Assisted Real Property***") shall be used, in accordance with 24 CFR 570.208, to meet one of the CDBG National Objectives for a period of at least five (5) years after the expiration of the Time of Performance, or such longer period of time as the Grantee deems appropriate, in its sole discretion ("***National Objective Period***"). If the Subrecipient fails to use CDBG-Assisted Real Property in a manner that meets a CDBG National Objective during the entire National Objective Period, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the CDBG-Assisted Property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the CDBG-Assisted Property. Such payment shall constitute program income to the Grantee.
3. If the Subrecipient sells equipment acquired, in whole or in part, with CDBG Grant funds under this Agreement, the pro rata portion of the sale proceeds that correspond to the amount of CDBG Grant funds used to acquire the

equipment shall be program income. Equipment not needed by the Subrecipient to perform Work under this Agreement shall be either: (a) transferred to the Grantee for use by the CDBG Program, or (b) retained by the Subrecipient after paying the Grantee an amount equal to the amount of the fair market value of the equipment attributable to the amount of CDBG Grant funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, and applicable non-discrimination provisions set forth in Section 109 of the Housing and Community Development Act.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land approved by the Grantee to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations promulgated pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U S C 794, which prohibits discrimination against individuals with disabilities or handicaps in any Federally-assisted program.

B. Affirmative Action

1. Approved Plan

Before the payment of any CDBG Grant funds pursuant to this Agreement, the Subrecipient shall submit a plan for an Affirmative Action Program to Grantee for approval. This plan shall incorporate the language of the equal opportunity clause for federally-assisted construction contracts set forth in 41 CFR 60-1.4(b), which shall be binding on the Subrecipient and its contractors in accordance with its terms as if full set forth herein. The Subrecipient agrees that it shall carry out the Affirmative Action Program in accordance with the approved plan and with the principles provided in the President's Executive Order 11246 of September 24, 1966.

2 Women- and Minority-Owned Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the Work under this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth section 3(a) of the Small Business Act, 15 U S C. 632, as amended, and the term "minority and women's business enterprise" means a business at least fifty-one percent owned and controlled by minority group members or women. For the purpose of the definition of "minority and women's business enterprise," "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian- Americans, and American

Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3 Access to Records

The Subrecipient shall maintain and, upon request by the Grantee, HUD, their agents, or other authorized federal officials, furnish, and cause each of its subrecipients and subcontractors to furnish, all plans, records, documents, and other information required to be maintained pursuant to, or necessary to demonstrate compliance with, this Section X.B for the purpose of determining compliance.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice at conspicuous places accessible and visible to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will cause the provisions of Sections X.A and X.B of this Agreement, and the language required therein, to be included in every contract, subcontract, or purchase order with the Subrecipient's subrecipients, contractors, or subcontractors so that such provisions will be binding upon those subrecipients, contractors, or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds received pursuant to this Agreement or personnel employed in the administration of the Housing Project or Work for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient shall comply with the provisions of the Davis-Bacon Act, 40

U.S.C. 2141 *et seq.*, as amended, the Contract Work Hours and Safety Standards Act, 40 U.S.C. 37 *et seq.*, as amended, the Copeland Anti- Kick Back Act, 18 U.S.C. 874 *et seq.*, as amended, the regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Requirements of Law pertaining to wages and labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with the hour and wage requirements of these laws and regulations and shall make this documentation available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with all applicable Federal laws and regulations, including, without limitation, the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause to be inserted in all such contracts provisions requiring compliance with the requirements of this paragraph by the Subrecipient's contractors and subcontractors.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135 and all applicable rules and orders issued prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement. These provisions are binding upon the Subrecipient and the Subrecipient's subrecipients, contractors, and subcontractors. Failure to comply with these provisions shall subject the Subrecipient, the Subrecipient's subrecipients, contractors, and subcontractors, and their successors and assigns, to the sanctions set forth in the Grantee's agreement with HUD through which the CDBG Grant is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient shall include the following language in all subrecipient contracts and subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 *et seq.*, as

amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. When feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. When feasible, the Subrecipient shall award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to contractors that provide economic opportunities to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. When feasible, priority should be given to contractors that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent the Subrecipient from complying with the requirements set forth in this Subsection.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organizations or workers' representatives of the Subrecipient's commitments under this Section X.C.3 and shall post copies of the notice in conspicuous places accessible and visible to the Subrecipient's employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include the language set forth in Section X.C.3.a of this Agreement in every subcontract between the Subrecipient and its subrecipients, contractors, and subcontractors and will take all necessary and appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Subrecipient will not subcontract with any entity

that the Subrecipient knows has been found in violation of regulations under 24 CFR Part 135 and will not enter into a subcontract with any subcontractor unless the subcontractor has first certified to the Subrecipient that it has the capacity to, and will, comply with the requirements of those regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee, which consent may be denied in the Grantee's sole discretion; provided, however, that claims for money due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts for the purpose of performing the Work or any of the Subrecipient's other obligations under this Agreement without first obtaining the written consent of the Grantee, which consent may be denied in the Grantee's sole discretion. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

b. Monitoring

The Subrecipient must regularly review all subcontracted services to assure compliance with the Requirements of Law, the provisions of this Agreement, and the provisions of the subcontract. The Subrecipient shall regularly inspect the Work site and the Work to assure that the work is completed in accordance with the subcontract, this Agreement, and the Requirements of Law. The Subrecipient shall prepare written reports documenting its review of the subcontracted Work, which reports must include, without limitation, the dates of the review, any compliance failures by subcontractors found by the Subrecipient, and the actions taken by the Subrecipient to cause the subcontractors to come into compliance. The Subrecipient shall provide these written reports to the Grantee upon request and whenever a report includes findings that a subcontractor failed to comply with the Requirements of Law, the provisions of this Agreement, or the provisions of the subcontract.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed by the Subrecipient

and a subrecipient, contractor, or subcontractor in connection with the performance of this Agreement.

d. Selection Process

All subcontracts let by the Subrecipient in the performance of this Agreement shall be awarded in a fair and open competitive basis in accordance with the stricter of: (i) the applicable procurement standards set forth in 2 CFR 200.317 through 2 CFR 200.326, or (ii) Chapter 10 of Title 1 of the City Code of the City of Des Plaines, as amended, and the City's purchasing policy. Before letting any contracts for the construction or rehabilitation of improvements on real property, the Subrecipient shall, prior to seeking proposals for the construction or rehabilitation work, prepare estimates of the cost to perform the work.

Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent expended on or used to support the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318, 24 CFR 84.42, and 24 CFR 570.611, as applicable, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity,

either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. The Subrecipient will require that the language of this Section X.D.5 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable work, material, or inventions, the Subrecipient shall, and does hereby, grant to Grantee and the grantor agency the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work, material, or inventions for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. The Clean Air Act, 42 U.S.C. 7401 *et seq.*, as amended, and all regulations promulgated thereunder;
2. The Federal Water Pollution Control Act, 33 U.S.C, 1251, *et seq.*, as amended, and all regulations promulgated thereunder; and
3. Regulations promulgated by the United States Environmental Protection Agency set forth in 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001, the Subrecipient shall require, as a condition of providing financial assistance for the acquisition of real property, or the construction of improvements on real property (including rehabilitation), located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program covering the applicable real property is obtained and maintained.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to, and the Subrecipient shall comply and cause its subrecipients and subcontractors to comply with, HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. These regulations pertain to all CDBG-assisted housing and require, without limitation, that

all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. The notification shall state the hazards of lead-based paint, the symptoms of and treatment options for lead poisoning, the precautions that should be taken when dealing with lead-based paint, and the advisability and availability of blood lead level screening for children under seven. The notice shall state that if lead-based paint is found on the property, abatement measures may be required to be performed. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be required to be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. 470, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of Work pursuant to this Agreement.

In general, and without limitation, compliance with the National Historic Preservation Act and the regulations set forth in in 36 CFR Part 800 requires the concurrence of the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all

prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[INSERT SIGNATURE PAGE WE HAVE USED IN PAST]

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF DES PLAINES, ILLINOIS,
AND
[SUBRECIPIENT]
FOR
[NAME OF CDBG PUBLIC FACILITY PROJECT]**

THIS SUBRECIPIENT AGREEMENT ("**Agreement**") is entered this ____ day of _____, 201_ by and between the City of Des Plaines, an Illinois home-rule municipality ("**Grantee**") and _____ ("**Subrecipient**").

WHEREAS, on August 3rd, 2015, the corporate authorities of the Grantee approved: (i) Resolution No. R-138-15, approving a five-year Consolidated Plan for the City's participation in the Community Development Block Grant program ("**CDBG Program**") administered by the United States Department of Housing and Urban Development ("**HUD**"); and (ii) Resolution No. R-115-16, approving a City Action Plan for the 2016 CDBG Program year; and

WHEREAS, the Grantee submitted the Consolidated Plan, the Action Plan, and an application for a CDBG Program grant to HUD pursuant to Title I of the Housing and Community Development Act of 1974 as amended ("**HCD Act**"); and

WHEREAS, HUD has awarded Grantee a grant of funds under the CDBG Program ("**CDBG Grant**"); and

WHEREAS, the Grantee desires to utilize a portion of the CDBG Grant to engage the Subrecipient to acquire, construct, reconstruct, or install, and the Subrecipient desires to receive a portion of the CDBG Grant to acquire, construct, reconstruct, or install, certain public facilities and improvements to help implement the objectives of the CDBG Program, the Consolidated Plan, and the Action Plan, all in accordance with the HCD Act, the regulations promulgated thereunder, and all other applicable federal, state, and local laws, ordinances, and regulations (collectively, the "**Requirements of Law**"); and

WHEREAS, the Grantee and the Subrecipient desire to enter into this Agreement to set forth their respective rights and obligations with respect to the use of the CDBG Grant and the construction of the facilities;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF WORK

A. CDBG Grant

The CDBG Grant is part of the following federal award:

CFDA Title:	Community Development Block Grants/Entitlement Grants
CFDA Number:	14.218
Award Name:	Community Development Block Grants/Entitlement Grants, A Formula Grants
Award Number:	B-15-MC-17-0009
Award Year:	2016
R&D Award?	No
Federal Agency:	United States Department of Housing and Urban Development, Office of Community Planning and Development

B. Project

The Subrecipient shall use CDBG Grant funds to acquire, construct, reconstruct, rehabilitate, and/or install the public facilities and improvements described in the **“Statement of Work”** set forth below during CDBG Program Year 2015 (**“Public Facility Project”**) in a manner satisfactory to the Grantee, consistent with any standards required by HUD as a condition of the CDBG Grant, and in accordance with the Requirements of Law and this Agreement. The Subrecipient shall expend CDBG Grant funds solely to perform and complete the work described in the Statement of Work (**“Work”**) and solely in accordance with the budget set forth in Section III of this Agreement.

Statement of Work:

[INSERT STATEMENT OF WORK PROVIDED BY SUBRECIPIENT OR INSERT THE FOLLOWING LANGUAGE: “STATEMENT OF WORK IS ATTACHED TO, AND HEREBY INCORPORATED INTO, THIS AGREEMENT AS EXHIBIT A.”]

C. National Objectives

The Work must, pursuant to and in accordance with 24 CFR 570.200(a) (2) and 24 CFR 570.208, meet one of the following of the CDBG Program’s National Objectives: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient hereby certifies that the Work carried out under this Agreement will meet ***[INSERT NATIONAL OBJECTIVE OR OBJECTIVES THAT WILL BE MET]*** as follows: ***[INSERT DESCRIPTION OF HOW NATIONAL OBJECTIVE(S) WILL BE MET. IF DIFFERENT WORK WILL MEET DIFFERENT***

OBJECTIVES, DESCRIBE HOW EACH ACTIVITY WILL MEET ONE OR MORE OF THE OBJECTIVES.].

C. Performance Measures

The Subrecipient shall perform and complete the Work in accordance with, and the Subrecipient’s performance shall be measured against, the Statement of Work, including, without limitation, the schedule for completing the Work (“*Schedule of Completion*”) and the plans and specifications (“*Plans*”) for the Work set forth therein.

D. Staffing

The Subrecipient shall perform the Work, or cause the Work to be performed, using the following personnel and in accordance with the following allocation of time for each person:

<u>Personnel</u>	<u>General Responsibilities</u>	<u>Time Allocation (Hours Per Week)</u>

The Subrecipient shall not make any changes in the personnel assigned, their general responsibilities, or their time allocation under this Agreement without the prior written approval of the Grantee.

E. Performance Monitoring

On an annual basis, or on a more frequent basis if required by HUD, the Grantee will evaluate the Subrecipient’s performance of the Work to determine: (1) the Subrecipient’s compliance with this Agreement and the Requirements of Law; and (2) the Subrecipient’s progress completing the Work in accordance with the Statement of Work, including, without limitation, the Schedule of Completion and Plans (“*Performance Review*”). In accordance with 2 CFR 200.328(c), the Subrecipient shall, within a reasonable time after a request by Grantee, and in any event not less than quarterly, provide to Grantee construction performance reports regarding the status of the Work (“*Performance Reports*”). These reports shall include, without limitation, certifications by the Subrecipient of the percentage of Work completed and any other information Grantee deems necessary to determine whether the Work complies with the Statement of Work, including, without limitation, the Schedule of Completion and the Plans. The Subrecipient also shall permit Grantee to perform on-site technical inspections of the Work conducted by Subrecipient and Grantee for the purpose of determining the Subrecipient’s progress in completing the Work (“*Technical Inspections*”). The Subrecipient’s key personnel and contractors shall be present at the Technical Inspections if requested by the Grantee. The Grantee will consider the

Performance Reports and Technical Inspections during the Performance Review.

The Grantee shall notify the Subrecipient of the results of each Performance Review within 45 days after the conclusion of the Performance Review. Failure to perform the Work in accordance with the Requirements of Law and the Performance Measures will constitute an act of default under this Agreement. If action to correct any default is not taken by the Subrecipient within 30 days after receipt of notice from the Grantee, the Grantee may immediately suspend the disbursement of all CDBG Grant funds and terminate this Agreement.

II. TIME OF PERFORMANCE

The Subrecipient shall commence the Work on _____, 2016, and shall complete the Work no later than _____, 2017 (*“Time of Performance”*). The Time of Performance shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income (as defined in 24 CFR 570.500), during which time all of the terms and provisions of this Agreement shall be in full force and effect and binding on the Subrecipient.

III. BUDGET

The Subrecipient must perform the Work in accordance with the following budget.

<u>Line Item</u>	<u>Amount</u>
Public Facility Project Budget	
<i>[INSERT CONSTRUCTION PROJECT BUDGET]</i>	
Salaries	
Fringe	
Office Space (program only)	
Utilities	
Communications	
Reproduction/Printing	
Supplies and Materials	
Mileage	
Audit and Performance Review	
<i>[INSERT OTHER LINES AS NECESSARY]</i>	
TOTAL	

At any time during the Time of Performance, the Grantee may, in its discretion, require the Subrecipient to provide to the Grantee a supplementary budget or a more detailed budget for the performance of the Work. The Subrecipient must provide a supplementary or more detailed budget to the Grantee no later than 30 days after receipt of a written request from the Grantee. The Subrecipient shall not amend the budget set forth in this Section III, or any supplementary or more detailed budget submitted to the Grantee pursuant to this Section III, without the prior written approval of the Grantee.

IV. PAYMENT

The total amount of CDBG Grant funds paid by the Grantee to the Subrecipient for the performance of the Work under this Agreement shall not exceed \$_____. Payment of CDBG Grant funds shall be made only for eligible expenses and general administration and shall be made in accordance with 2 CFR 200.305, against the line items within the budget set forth in Section III of this Agreement, and based upon the Subrecipient’s progress toward attaining the Performance Measures described in Section I.C of this Agreement. The Subrecipient shall maintain a financial management system and internal controls in accordance with 2 CFR 200.302 and 2 CFR 200.303.

The Grantee may suspend or withhold the payment of CDBG Grant funds to, and may recover any unspent CDBG Grant funds from, the Subrecipient if the Grantee determines, in its sole discretion, that the Subrecipient has failed to perform any of its obligations in accordance with, or has violated, this Agreement or the Requirements of Law.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the people set forth below, unless modified by subsequent written notice.

Notices concerning this Agreement shall be directed to the following contract representatives:

If to Grantee: City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016
Attention: Davorka Kirincic, CDBG Administrator

If to Subrecipient: _____

Attention: _____

VI. SPECIAL CONDITIONS

[INSERT ANY SPECIAL CONDITIONS APPLICABLE TO THE PARTICULAR WORK OR SUBRECIPIENT. IF NONE, INSERT: "THIS SECTION INTENTIONALLY LEFT BLANK."]

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient shall perform the Work and all of its other obligations under this Agreement in accordance with the Requirements of Law, including, without limitation, all applicable requirements of 24 CFR Part 570, including, without limitation, subpart K of Part 570, and of 2 CFR Part 200. The Subrecipient shall utilize CDBG Grant funds received pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended or shall be construed to create or establish the relationship of employer/employee, principal/agent, or joint ventures between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, PICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, and its officials, officers, employees, agents, and representatives, from and against any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance of or failure to perform the Work and the Subrecipient's other obligations under this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement in accordance with the Requirements of Law.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect the CDBG Grant funds disbursed to the Subrecipient pursuant to this Agreement, and all property and

other assets purchased in whole or in part with CDBG Grant funds, from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all of its employees in an amount equal to the CDBG Grant fund cash advances from the Grantee. The Subrecipient shall name the Grantee as additional insured on all insurance policies required by this Subsection.

The Subrecipient shall: (1) provide insurance coverage for real property and equipment acquired or improved with federal funds in accordance with 2 CFR 200.310; and (2) comply with the bonding requirements for construction or facility improvement contracts or subcontracts set forth in 2 CFR 200.325, which requirements may include obtaining (a) a bid guarantee in the amount of five percent of the bid price from each bidder who participates in a procurement for the Work, and (b) a performance bond and a payment bond, respectively, each in the amount of 100 percent of the contract price, from each contractor who enters into a contract with the Subrecipient for the performance of some or all of the Work.

F. Grantee Recognition

The Subrecipient shall recognize the role of HUD and the Grantee in performing the Work under this Agreement. All activities, facilities, and items performed and utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative of each organization, and approved by the Subrecipient's and the Grantee's respective governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from their obligations under this Agreement.

The Grantee may, in its sole discretion, amend this Agreement as necessary to conform with Federal, state, or local governmental laws, regulations, guidelines, policies, and changes to available funding amounts by providing written notice to Subrecipient of such amendments.

H. Suspension or Termination

In accordance with 2 CFR 200.338 and 2 CFR 200.339, the Grantee may, without limitation of other available remedies at law or in equity, withhold payments of the CDBG Grant funds, disallow the use of CDBG Grant funds for all or part of the cost of an Activity, or suspend or terminate all or any part of payment of the CDBG Grant funds or this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement. Material failures to comply with this Agreement include (but are

not limited to) the following:

1. Failure by the Subrecipient to comply with any of the provisions of this Agreement and the Requirements of Law;
2. Failure by the Subrecipient to perform its obligations in accordance with this Agreement;
3. Improper use of CDBG Grant funds provided to the Subrecipient under this Agreement; and
4. Submission by the Subrecipient to the Grantee of reports, documents, statements, or any other information that is late, incorrect, inaccurate, incomplete, or misleading or fraudulent in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by written notification to HUD setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion of the CDBG Grant to be terminated. In the case of partial termination, if HUD determines that the remaining portion of the CDBG Grant will not accomplish the purpose for which the award was made, HUD may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient shall comply with the standards and requirements of 24 CFR 570.502 and of 2 CFR Part 200, Subpart D, including, without limitation, the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in accordance with the cost principles set forth in 2 CFR Part 200, Subpart E. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by 2 CFR 200.333 and 24

CFR 570.506 that are pertinent to the Work to be funded under this Agreement (collectively, “**Records**”). These Records shall include, without limitation:

- a. Records providing a full description of the Work performed;
- b. Records demonstrating that the Work meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of the Work for funding under this Agreement;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the equal opportunity requirements of the CDBG Program;
- f. Financial Records, as required by 24 CFR 570.502; 2 CFR Part 200, Subpart D; and 24 CFR 84.21 through 84.28, in accordance with the standards set forth in 24 CFR 85.20, including, without limitation, accounting records with source documentation, including, without limitation, cancelled checks, paid bills, payroll records, detailed time and attendance records showing the amount of time spent by Subrecipient personnel in the performance of the Work, and contract and subcontract award documents; and
- g. All Records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial Records, supporting documents, statistical Records, and all other Records related to this Agreement and the performance of the Work pursuant to this Agreement for a period of three years after the date that the Grantee submits, as part of Grantee’s annual performance and evaluation report to HUD, its final report to HUD regarding the Work supported pursuant to this Agreement (“**Retention Period**”). Notwithstanding the preceding sentence, if any litigation, claims, audits, negotiations or other actions involving the Records (collectively, “**Actions**”) accrue before the expiration of the Retention Period, then the Records must be retained by the Subrecipient until the Actions are fully resolved or the expiration of the Retention Period, whichever occurs later.

3. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed in accordance with 2 CFR 200.343, as determined by the Grantee in its sole discretion. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of all funds, and property and other assets purchased with funds, disbursed under this Agreement (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining

the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect and binding upon the Subrecipient during any period that the Subrecipient has control over CDBG funds or property, including program income.

4. Audits & Inspections

The Subrecipient shall provide all Records to the Grantee, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often they deem necessary, to audit, examine, and make copies, excerpts, or transcripts of such Records. Minimally, the Subrecipient shall provide all Records to the Grantee during each Performance Review conducted by Grantee in accordance with Section I.E of this Agreement.

Any violations of this Agreement or the Requirements of Law, or any other deficiency discovered during a Performance Review or audit of the Subrecipient, must be fully cured by the Subrecipient, to the satisfaction of the Grantee, HUD, or the Comptroller General of the United States, in their sole discretion, within 30 days after receipt by the Subrecipient of notice of the violations or deficiencies. Failure of the Subrecipient to comply with the requirements of this Section is an event of default under this Agreement and may, without limitation of other available remedies, result in the withholding and recovery of CDBG Grant fund payments to the Subrecipient under this Agreement. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with applicable OMB Circulars.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall submit monthly written reports in a form acceptable to the Grantee of all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG Grant funds provided to the Subrecipient under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth in 24 CFR 570.504. Additionally, the Subrecipient shall use program income during the Time of Performance of this Agreement to fund the Work under this Agreement and shall reduce requests for CDBG funds by the amount of program income expended on the Work. All unexpended program income shall be returned to the Grantee at the end of the Time of Performance. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

The Subrecipient shall keep a record of all indirect costs in the manner required by HUD. Indirect costs are costs incurred for a common or joint purpose benefiting

more than one cost objective but not readily assignable to those cost objectives without effort disproportionate to the results achieved. However, the Subrecipient acknowledges and agrees that it may not charge or seek payment of CDBG Grant funds for, and the Grantee shall not pay, any indirect costs.

3. Payment Procedures

The Subrecipient shall submit payment requests to the Grantee for completed Work on a form acceptable to the Grantee in its sole discretion. The Grantee will pay to the Subrecipient CDBG Grant funds available under this Agreement in accordance with the Subrecipient's progress in attaining the Performance Measures set forth in Section I.C of this Agreement, the budget set forth in Section III of this Agreement, and Grantee policy concerning payments. With the exception of certain advances, payments will be made for, and shall not exceed, eligible expenses actually incurred by the Subrecipient. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. The Grantee reserves the right to use funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

Together with the Performance Reports, the Subrecipient shall submit to the Grantee quarterly progress reports using information collection standards approved by the United States Office of Management and Budget regarding the performance of the Work and the expenditure of CDBG Grant funds in a form acceptable to the Grantee in its sole discretion. The Subrecipient shall also meet with the Grantee upon request to discuss the Grantee's performance under this Agreement.

D. Procurement

1. Compliance

The Subrecipient shall comply with the applicable requirements of 2 CFR 200.317 through 2 CFR 200.326 and the Grantee's purchasing policy for the procurement of all Work and related property and equipment pursuant to this Agreement and shall maintain inventory records of all non-expendable personal property procured with funds provided pursuant to this Agreement. The Subrecipient shall convey to the Grantee all program assets (including, without limitation, unexpended program income and personal property purchased with CDBG funds or program income) upon the termination or expiration of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the applicable requirements of 24 CFR 84.40 through 24 CFR 84.48 and 2 CFR 200.317 through 2 CFR 200.326.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Chicago metropolitan area to be paid for with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.310 through 200.316, 24 CFR Part 84, and 24 CFR 570.502, 570.503, and 570.504, as applicable, including, without limitation, the following requirements:

1. The Subrecipient shall transfer to the Grantee any CDBG Grant funds on hand, and any program income, and any accounts receivable attributable to the use of CDBG Grant funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds provided to the Subrecipient under this Agreement in an amount that exceeds \$25,000 ("***CDBG-Assisted Real Property***") shall be used, in accordance with 24 CFR 570.208, to meet one of the CDBG National Objectives for a period of at least five (5) years after the expiration of the Time of Performance, or such longer period of time as the Grantee deems appropriate, in its sole discretion ("***National Objective Period***"). If the Subrecipient fails to use CDBG-Assisted Real Property in a manner that meets a CDBG National Objective during the entire National Objective Period, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the CDBG-Assisted Property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the CDBG-Assisted Property. Such payment shall constitute program income to the Grantee.
3. If the Subrecipient sells equipment acquired, in whole or in part, with CDBG Grant funds under this Agreement, the pro rata portion of the sale proceeds that correspond to the amount of CDBG Grant funds used to acquire the equipment shall be program income. Equipment not needed by the Subrecipient to perform Work under this Agreement shall be either: (a) transferred to the Grantee for use by the CDBG Program, or (b) retained by the Subrecipient after paying the Grantee an amount equal to the amount of the fair market value of the equipment attributable to the amount of CDBG Grant funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, and applicable non-discrimination provisions set forth in Section 109 of the Housing and Community Development Act.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land approved by the Grantee to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants.

The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations promulgated pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U S C 794, which prohibits discrimination against individuals with disabilities or handicaps in any Federally-assisted program.

B. Affirmative Action

1. Approved Plan

Before the payment of any CDBG Grant funds pursuant to this Agreement, the Subrecipient shall submit a plan for an Affirmative Action Program to Grantee for approval. This plan shall incorporate the language of the equal opportunity clause for federally-assisted construction contracts set forth in 41 CFR 60-1.4(b), which shall be binding on the Subrecipient and its contractors in accordance with its terms as if full set forth herein. The Subrecipient agrees that it shall carry out the Affirmative Action Program in accordance with the approved plan and with the principles provided in the President's Executive Order 11246 of September 24, 1966.

2 Women- and Minority-Owned Businesses

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the Work under this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth section 3(a) of the Small Business Act, 15 U S C. 632, as amended, and the term "minority and women's business enterprise" means a business at least fifty-one percent owned and controlled by minority group members or women. For the purpose of the definition of "minority and women's business enterprise," "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3 Access to Records

The Subrecipient shall maintain and, upon request by the Grantee, HUD, their agents, or other authorized federal officials, furnish, and cause each of its subrecipients and subcontractors to furnish, all plans, records, documents, and other

information required to be maintained pursuant to, or necessary to demonstrate compliance with, this Section X.B for the purpose of determining compliance.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice at conspicuous places accessible and visible to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will cause the provisions of Sections X.A and X.B of this Agreement, and the language required therein, to be included in every contract, subcontract, or purchase order with the Subrecipient's subrecipients, contractors, or subcontractors so that such provisions will be binding upon those subrecipients, contractors, or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds received pursuant to this Agreement or personnel employed in the administration of the Public Facility Project or Work for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient shall comply with the provisions of the Davis-Bacon Act, 40 U.S.C. 2141 *et seq.*, as amended, the Contract Work Hours and Safety Standards Act, 40 U.S.C. 37 *et seq.*, as amended, the Copeland Anti- Kick Back Act, 18 U.S.C. 874 *et seq.*, as amended, the regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Requirements of Law pertaining to wages and labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with the hour and wage requirements of these laws and regulations and shall make this documentation available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with all applicable Federal laws and regulations, including, without limitation, the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause to be inserted in all such contracts provisions requiring compliance with the requirements of this paragraph by the Subrecipient's contractors and subcontractors.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135 and all applicable rules and orders issued prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement. These provisions are binding upon the Subrecipient and the Subrecipient's subrecipients, contractors, and subcontractors. Failure to comply with these provisions shall subject the Subrecipient, the Subrecipient's subrecipients, contractors, and subcontractors, and their successors and assigns, to the sanctions set forth in the Grantee's agreement with HUD through which the CDBG Grant is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient shall include the following language in all subrecipient contracts and subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 *et seq.*, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and

employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. When feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. When feasible, the Subrecipient shall award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to contractors that provide economic opportunities to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. When feasible, priority should be given to contractors that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent the Subrecipient from complying with the requirements set forth in this Subsection.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organizations or workers' representatives of the Subrecipient's commitments under this Section X.C.3 and shall post copies of the notice in conspicuous places accessible and visible to the Subrecipient's employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include the language set forth in Section X.C.3.a of this Agreement in every subcontract between the Subrecipient and its subrecipients, contractors, and subcontractors and will take all necessary and appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Subrecipient will not subcontract with any entity that the Subrecipient knows has been found in violation of regulations under 24 CFR Part 135 and will not enter into a subcontract with any subcontractor unless the subcontractor has first certified to the Subrecipient that it has the capacity to, and will, comply with the requirements of those regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee, which consent may be denied in the Grantee's sole discretion; provided, however, that claims for money due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts for the purpose of performing the Work or any of the Subrecipient's other obligations under this Agreement without first obtaining the written consent of the Grantee, which consent may be denied in the Grantee's sole discretion. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

b. Monitoring

The Subrecipient must regularly review all subcontracted services to assure compliance with the Requirements of Law, the provisions of this Agreement, and the provisions of the subcontract. The Subrecipient shall regularly inspect the Work site and the Work to assure that the work is completed in accordance with the subcontract, this Agreement, and the Requirements of Law. The Subrecipient shall prepare written reports documenting its review of the subcontracted Work, which reports must include, without limitation, the dates of the review, any compliance failures by subcontractors found by the Subrecipient, and the actions taken by the Subrecipient to cause the subcontractors to come into compliance. The Subrecipient shall provide these written reports to the Grantee upon request and whenever a report includes findings that a subcontractor failed to comply with the Requirements of Law, the provisions of this Agreement, or the provisions of the subcontract.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed by the Subrecipient and a subrecipient, contractor, or subcontractor in connection with the performance of this Agreement.

d. Selection Process

All subcontracts let by the Subrecipient in the performance of this Agreement shall be awarded in a fair and open competitive basis in accordance with the stricter of: (i) the applicable procurement standards set forth in 2 CFR 200.317 through 2 CFR 200.326, or (ii) Chapter 10 of Title 1 of the City Code of the City of Des Plaines, as

amended, and the City's purchasing policy. Before letting any contracts for the construction or rehabilitation of improvements on real property, the Subrecipient shall, prior to seeking proposals for the construction or rehabilitation work, prepare estimates of the cost to perform the work.

Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent expended on or used to support the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318, 24 CFR 84.42, and 24 CFR 570.611, as applicable, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. The Subrecipient will require that the language of this Section X.D.5 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable work, material, or inventions, the Subrecipient shall, and does hereby, grant to Grantee and the grantor agency the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work, material, or inventions for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. The Clean Air Act, 42 U.S.C. 7401 *et seq.*, as amended, and all regulations promulgated thereunder;
2. The Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq.*, as amended, and all regulations promulgated thereunder; and
3. Regulations promulgated by the United States Environmental Protection Agency set forth in 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001, the Subrecipient shall require, as a condition of providing financial assistance for the acquisition of real property, or the construction of improvements on real property (including rehabilitation), located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program covering the applicable real property is obtained and maintained.

C. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. 470, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of Work pursuant to this Agreement.

In general, and without limitation, compliance with the National Historic Preservation Act and the regulations set forth in 36 CFR Part 800 requires the concurrence of the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Des Plaines

[Insert Name of Organization]

By: _____
Mayor

By: _____

Attest: _____
City Clerk

Title: _____

Countersigned: _____
Director of
Finance

DUNS I.D. # _____

Fed. I.D. # _____

Approved as to form and legal
sufficiency:

Affirmative action approval:

City General Counsel

Contract Compliance Supervisor

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE
REQUIREMENTS**

The certification set out below is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

CERTIFICATION

- A. The Sub-recipient certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be undertaken against employees for violations of such prohibitions;
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the U.S. Department of Housing and Urban Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by

a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Sub-recipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code). The grantee further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Grantee: [Click here and type name]

Grant Program Name: [Click here and type name]

Grant Number: [Click here and type number]

Date: [Click here and insert date]

The grantee shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification if different than above.

Place of Performance (include street address, city, county, state, zip code for each site):



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 2, 2016

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

From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ADJ*
Timothy P. Oakley, P.E., CFM, Director of Public Works & Engineering *TPO*

Subject: US 14 (Northwest Highway) at Broadway Signalization –
Illinois Department of Transportation Project Agreement

Issue: The Illinois Department of Transportation (IDOT) has prepared the attached agreement in connection with their proposed signalized intersection improvement of US 14 (Northwest Highway) at Broadway.

Analysis: The general scope of work consists of the installation of traffic signals at the US 14 at Broadway intersection, as well as widening of the existing pavement along both sides of US 14 to add an eastbound left-turn lane and the addition of storm sewer along US 14. Several of the work items on the project require cost participation from the City. Those items include: parking lane reconstruction, sidewalk, shared-use path, emergency vehicle pre-emption, street lighting, and utility relocation. The estimated cost to the City based on the proposed design would be \$453,285.

At its July 15, 2013 meeting, the City Council approved a letter of intent with the IDOT for the general project design and local cost participation. The current intergovernmental agreement is based upon that letter of intent, and is necessary for the intersection improvement project to proceed to construction. The project is currently scheduled for a January 2017 letting, with construction occurring in 2017, subject to state funding.

Recommendation: We recommend approval of the Agreement with the Illinois Department of Transportation for the US 14 at Broadway intersection improvement. The document requires signature by the City Manager. Source of funding will be budgeted Capital Projects Funds.

- Attachments:**
- Resolution R-182-16
 - Exhibit A – Agreement
 - Resolution R-191-16 (Funding Resolution)
 - Ordinance M-60-16

CITY OF DES PLAINES

RESOLUTION R - 182 - 16

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR INTERSECTION IMPROVEMENTS TO US 14 AT BROADWAY STREET

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 Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, encourages cooperation between governmental entities and agencies; and

WHEREAS, the Illinois Department of Transportation ("**IDOT**") will make improvements to the intersection of US Route 14 and Broadway Street ("**Improvements**") and requires an intergovernmental agreement with the City of Des Plaines to set forth the parties' respective obligations and contributions toward the cost of the Improvements ("**Agreement**"); and

WHEREAS, the City desires to enter into the Agreement with IDOT for the Improvements; and

WHEREAS, the City's share of the estimated cost of the Improvements is \$453,285.00, 50% of which will be paid to the State upon execution of the Agreement and 50% of which will be paid upon completion of the Improvements; and

WHEREAS, the City has appropriated sufficient funds in the budgeted Capital Project Fund for use by the Department of Public Works & Engineering during the 2016 fiscal year; and

WHEREAS, pursuant to the terms of the Agreement, the City will adopt an ordinance ("**Ordinance**") to prohibit the discharge of sanitary sewage and industrial waste water into any storm sewer or drainage facility constructed as part of the Agreement; and

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

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

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

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

[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 Project Agreement with IDOT for US 14 (Northwest Highway) at Broadway Signalization

FAU Route 3512 / US 14 (Northwest Highway)
At Broadway Street
State Section: 87-Y-N
Cook County
Job No. : C-91-229-10
Contract No.: 60J39
JN-116-006

AGREEMENT

This Agreement entered into this _____ day of _____, 2016 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 approximately 1,544 lineal feet of US Route 14 (Northwest Highway), FAU Route 3512, STATE Job No.: C-91-229-10, State Contract Number 60J39, STATE Section 87-Y-N, at the intersection of Broadway Street by widening and resurfacing, providing two eleven foot through traffic lanes in each direction, adding an eleven foot eastbound left turn lane, reconstructing the nine foot wide parking lane on the north side of US 14 (Northwest Highway), installing traffic signals, installing a highway lighting system, removing the existing sidewalk and constructing a new ten foot wide shared use path on the north side of US 14 (Northwest Highway), constructing a new seven foot concrete sidewalk on the south side of US 14 (Northwest Highway), installing a separate storm sewer system for highway drainage and by performing all other work

necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY requests that the STATE include in its contract upgraded highway lighting, additional concrete sidewalk, parking lane reconstruction, watermain relocation and an Emergency Vehicle Pre-emption System; and

WHEREAS, the STATE has agreed to the CITY's request; and

WHEREAS, the CITY is desirous of said improvement 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 make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering cost subject to reimbursement by the CITY as hereinafter stipulated.
3. 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 attached hereto and made a part hereof.

4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.

The CITY agrees that upon award of the contract for this improvement, the CITY will pay to the STATE in a lump sum from any funds allotted to the CITY an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

5. The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient, to cover said cost.
6. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as Exhibit C.
7. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along US Route 14 (Northwest Highway) without the consent of the STATE.

8. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
9. 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.
10. All CITY owned utilities, on STATE right of way within the limits of this improvement, 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).
11. The CITY agrees to obtain from the STATE an approved permit for any CITY owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
12. Upon final field inspection of the improvement and so long as US Route 14 (Northwest Highway) is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
13. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not

maintained by the STATE, including new and existing sidewalks, parking lanes and the adjacent curb and gutter, parkways, crosswalk and stopline markings, CITY owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy thereof and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

14. 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 US Route 14 (Northwest Highway). 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.

15. The CITY agrees to assume responsibility for the administration, control, reconstruction and maintenance of the shared use path not otherwise carried on State structures. The CITY further agrees to indemnify and hold harmless the State, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the operation of the shared use path.

If in the future , the STATE adopts a roadway or traffic signal improvement on US 14 (Northwest Highway) which requires modification, relocation or reconstruction to said shared use path, then the CITY hereby agrees to be financially responsible for its proportionate share of costs to modify, relocate or reconstruct said shared use path in conjunction with the STATE's proposed improvement.

16. Upon acceptance by the STATE of the new traffic signal installation, the intersection shall be added to the existing Master Agreement between the STATE and the City executed October 3, 2011 and 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>
US Route 14 at Broadway Street		
STATE Share	100 %	100 %
CITY Share	0 %	0 %

17. The STATE's Electrical Maintenance Contractor shall maintain the Emergency Vehicle Pre-Emption System equipment, located at the traffic signal installation to be maintained by the STATE, and shall invoice the CITY for the maintenance costs related to the maintenance of the Emergency Vehicle Pre-Emption System equipment.

18. 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.
19. 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.
20. The CITY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
21. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6005849 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

City of Des Plaines
1420 Miner Street / NW Highway
Des Plaines, IL 60016

Obligations of the STATE and the CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or 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.

CITY OF DES PLAINES

By: _____
(Signature)

By: _____
(Print or Type)

Title: Mayor

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
John Fortmann, P.E.
Region One Engineer

Date: _____

Attest:

City Clerk

(SEAL)

Job No.: C-91-229-10
Agreement No.: JN-116-006

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of US Route 14 (Northwest Highway) at Broadway Street, FAU 3512, State Job No. C-91-229-10, Contract No. 60J39, State Section 87-Y-N, the CITY agrees to that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____

"Exhibit B"
FUNDING RESOLUTION

WHEREAS, the City of Des Plaines (CITY) has entered into an AGREEMENT with the State of Illinois (STATE) for the improvement of US Route 14 (Northwest Highway) at Broadway Street, known as State Section 87-Y-N and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Four Hundred Fifty Three Thousand Two Hundred Eighty Five Dollars (\$453,285.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the CITY to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the CITY will pay to the STATE in a lump sum from any funds allotted to the CITY, an amount equal to 50% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation in a lump sum, upon completion of the project based on final costs.

BE IT FURTHER RESOLVED, that the CITY agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS)
COUNTY OF COOK)

I, _____, City Clerk in and for the City of Des Plaines hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the City Council at a meeting on _____, 2016 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2016 A.D.

City Clerk

(SEAL)

EXHIBIT C
ORDINANCE PROHIBITING THE DISCHARGE
OF SANITARY AND INDUSTRIAL WASTE INTO
ANY STORM SEWER OR DRAINAGE FACILITY
CONSTRUCTED AS A PART OF THE
US ROUTE 14 IMPROVEMENT

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improving US Route 14 (Northwest Highway) at Broadway Street in the City of Des Plaines; and

WHEREAS, said project includes the installation of storm sewers and drainage facilities; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DES PLAINES, COUNTY OF COOK, STATE OF ILLINOIS, as follows:

Section 1. No person, firm, corporation or other entity shall discharge any sanitary waste or industrial waste water into any storm sewer or drainage facility constructed as part of the US Route 14 improvement, said limits of improvement being east and west of Broadway Street in the City of Des Plaines.

Section 2. The City Clerk of the City of Des Plaines is authorized and directed to attach a copy of this Ordinance to the agreement dated _____, 20____, by and between the State of Illinois and the City of Des Plaines relative to the improvement.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF DES PLAINES, COUNTY OF COOK, STATE OF ILLINOIS, this _____day of _____, 20__.

VOTE:

AYES:

NAYES:

ABSENT:

APPROVED BY ME THIS _____
DAY OF _____ 2016

MAYOR

ATTEST:

CITY CLERK

CITY OF DES PLAINES

RESOLUTION R - 191 - 16

**A RESOLUTION APPROVING FUNDING FOR
INTERSECTION IMPROVEMENTS TO US 14 AT
BROADWAY STREET.**

WHEREAS, the City of Des Plaines (“*City*”) has entered into an agreement (“*Agreement*”) with the State of Illinois (“*State*”) for the improvement of US Route 14 (“*Northwest Highway*”) at Broadway Street, known as State Section 87-Y-N; and

WHEREAS, in compliance with the aforementioned (“*Agreement*”), it is necessary for the City to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Four Hundred Fifty Three Thousand Two Hundred Eight Five Dollars (\$453,285.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the City to pay its share of the cost of this improvement as provided in the Agreement; and

BE, IT FURTHER RESOLVED, that upon award of the contract for this improvement, the City will pay to the State in a lump sum from any funds allotted to the City, an amount equal to 50% of its obligation incurred under this Agreement, and will pay to said State the remainder of the obligation in a lump sum, upon completion of the project based on final costs; and

BE, IT FURTHER RESOLVED, that the City agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

[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-Ordinance Approving Funding for Intersection Improvements to US 14 at Broadway Street

CITY OF DES PLAINES

ORDINANCE M - 60 - 16

**AN ORDINANCE PROHIBITING THE DISCHARGE OF
SANITARY AND INDUSTRIAL WASTE INTO ANY STORM
SEWER OR DRAINAGE FACILITY CONSTRUCTED AS A
PART OF THE US ROUTE 14 IMPROVEMENT.**

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improving US Route 14 (Northwest Highway) at Broadway Street in the City of Des Plaines; and

WHEREAS, said project includes the installation of storm sewers and drainage facilities; now therefore,

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. No person, firm, corporation or other entity shall discharge any sanitary waste or industrial waste water into any storm sewer or drainage facility constructed as part of the US Route 14 improvement, said limits of improvement being east and west of Broadway Street in the City of Des Plaines.

SECTION 2. The City Clerk of the City of Des Plaines is authorized and directed to attach a copy of this Ordinance to the agreement dated _____, 20 _____, by and between the State of Illinois and the City of Des Plaines relative to the improvement.

SECTION 3: 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 _____, 2017.

APPROVED this ____ day of _____, 2017.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2017.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Prohibiting Discharge into Storm Sewer – IDOT Ordinance



HUMAN RESOURCES

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

MEMORANDUM

Date: December 22, 2016

To: Michael G. Bartholomew, City Manager

From: John Light, Director of Human Resources

JL

Re: Collective Bargaining Agreement with American Federation of State, County and Municipal Employees, Council 31, Local 3891

Issue: The contract between the City of Des Plaines and the American Federation of State, County and Municipal Employees, Council 31, Local 3891 expired December 31, 2015. The parties have been in negotiations on a successor agreement since September 2015. The negotiating teams reached a tentative agreement on December 13th and the Union Membership has ratified the proposed Contract on December 20th by a vote of 35-3.

Analysis: The Contract applies to 49 employees in Departments throughout the City. This proposed contract contains significant changes which the parties agreed to. The significant provisions of the Contract include the following:

1. **Term:** Four (4) Year Contract (January 1, 2016 – December 31, 2019).
2. **Wages:** Annual wage adjustments are as follows. Wage adjustments are not retroactive
 - a. 2016 – 1.25%, plus one-time lump sum bonus of \$850.00 (not part of base pay)
 - b. 2017 – 1.5%
 - c. 2018 – 2.0%
 - d. 2019 – 1.75%
3. **Medical Insurance:** The members agreed to eliminate the PPO1 (\$100.00 deductible) Plan effective January 1, 2018.
4. **Optical & Dental Insurance:** The City agreed to continue to offer dental insurance and added the provision that AFSCME Members are offered Optical Insurance at the same rates as non-union employees commencing January 1, 2018.

Background: A chart on the second page provides Council an overview of how the proposed wages in this contact would compare to those Council has awarded to other unions as well as non-union employees.

Recommendation: I recommend the Council approve the proposed agreement between the City of Des Plaines and the American Federation of State, County and Municipal Employees, Council 31, Local 3891.

How the AFSCME Contract compares to other union groups							
Union	2013	2014	2015	2016	2017	2018	2019
AFSCME	1.50%	1.75%	2%	1.25%	1.50%	2.00%	1.75%
IAFF	2.25%	2.25%	2.50%	2.50%	TBD	TBD	TBD
MAP282	1.50%	1.75%	2%	-	TBD	TBD	TBD
MECCA*	2%	2.25%	2.50%	TBD	TBD	TBD	TBD
MAP241	2.25%	2.25%	2.50%	2.50%	TBD	TBD	TBD
MAP240	2.25%	2.25%	2.25%	2.50%	TBD	TBD	TBD
Average Union	1.96%	2.08%	2.29%	2.19%	TBD	TBD	TBD
Non-Union Mgmt.	0.00%	0.00%	1%	TBD	TBD	TBD	TBD
Non-Union, Non-Mgmt	0.00%	0.00%	1%	TBD	TBD	TBD	TBD
Average Non-Union	0.0%	0.0%	1.0%	TBD	TBD	TBD	TBD
* - MECCA received raises at 6 month intervals in the years 2013-2015. In 2013, a 1% followed by another 1% after 6 months. In 2014, a 1.25% followed by another 1.0% and in 2015, a 1.25% followed by another 1.25%							

Attachments:

Attachment 1 – Resolution approving Collective Bargaining Agreement with AFSCME 2016-2019

Exhibit A – Collective Bargaining Agreement between the City of Des Plaines and the American Federation of State, County and Municipal Employees, Council 31, Local 3891

CITY OF DES PLAINES

RESOLUTION R - 5 - 17

A RESOLUTION APPROVING A FOUR-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 31 LOCAL 3891

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

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

WHEREAS, certain personnel employed by the City of Des Plaines ("*Employees*") are represented by the American Federation of State, County and Municipal Employees (AFSCME) Council 31 Local 3891 ("*Union*"); and

WHEREAS, the City and the Union desire to enter into a four-year collective bargaining agreement regarding the terms of employment of the Employees by the City with a term beginning January 1, 2016 and ending December 31, 2019 ("*Agreement*"); and

WHEREAS, the Union membership voted to ratify the Agreement on December 20, 2016; and

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

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

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

SECTION 2: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement by and between the City and the Union in substantially the form attached to this Resolution as **Exhibit A**.

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

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

PASSED this ____ day of _____, 2017.

APPROVED this ____ day of _____, 2017.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Collective Bargaining Agreement with AFSCME 2016-2019

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE CITY OF DES PLAINES
and
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
COUNCIL 31, LOCAL 3891**

JANUARY 1, 2016 – DECEMBER 31, 2019

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PREAMBLE

This Agreement, entered into by the City of Des Plaines, hereinafter referred to as “the City”, and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, for and on behalf of Local 3891, hereinafter referred to as “the Union”, has as its purpose the promotion of harmonious relations between the City and the employees being represented by the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

RECOGNITION

Section 1.1. Exclusive Bargaining Representative

The City recognizes the Union as the sole and exclusive bargaining representative in all matters pertaining to wages and salaries, hours, working conditions and other conditions of employment for all full-time and regular part-time employees whose job classifications are included in the bargaining unit certified by the Illinois State Labor Relations Board following a hearing on Consolidated Cases No. S-RC-9295, S-RC-9297, S-RC-92101, except those excluded pursuant to P.A. 83-(1012 or 1014) and by agreement of the City and the Union.

Section 1.2. New Job Classifications

When a new classification is instituted, the work of which falls within the scope of the unit, or where the parties mutually agree to exclude any classification or job from the unit, the parties shall jointly petition the Illinois Labor Board to seek the necessary unit clarification. If a new classification is established within the bargaining unit, the City shall assign a pay grade to said classification. If the Union disagrees with the rate designated by the City, the parties shall negotiate a pay grade for the new classification. If no agreement is reached within a reasonable period, the Union may appeal the City-designated rate to the fourth step of the grievance procedure.

Section 1.3. Semi Full-Time Employee Definition

All employees who regularly work at least 1,560 hours/year (average of 30 hours/week), but less than thirty-seven and one half (37.5) hours per week, shall be considered semi full-time employees.

ARTICLE II
NON-DISCRIMINATION

Section 2.1. Prohibition Against Discrimination

The City agrees not to discriminate against any employee on the basis of union activities, race, sex, creed, religion, color, national origin, marital or parental status, political affiliation and/or beliefs, mental or physical disability.

Section 2.2. Union Non-participation

The Union shall not advise or represent employees before any Federal or State anti-discrimination administrative agencies where the events giving rise to the employee's claim have been arbitrated under the grievance procedure of this contract. If a given discrimination charge is filed by the employee and/or the Union, the City will have no obligation to process the same charge through the arbitration procedure of this agreement.

ARTICLE III
MANAGEMENT RIGHTS

The Union recognizes and agrees that the City reserves and retains, solely and exclusively, all of its rights to manage the affairs of the City, as such rights existed prior to the execution of this Agreement with the Union, except as otherwise changed or modified by this Agreement or applicable law. In no event shall any right, function, or prerogative of the City and its designated management not limited by this Agreement ever be deemed or construed to have been modified or impaired by any past practice or course of conduct or otherwise than by an explicit provision of this Agreement. The sole and exclusive rights and responsibilities of the City shall include, but are not limited to, the following:

- (a) To determine the City's mission, policies, procedures and to establish standards of City service offered to the public;
- (b) To determine the City's budget;
- (c) To determine and to re-determine position responsibilities and the City's organizational structure;

- (d) To determine and to re-determine the methods, means, number of personnel needed to carry out the City's mission and objectives;
- (e) To establish or continue policies, practices, and procedures for the conduct of the business of the City and its City-wide employees and to change or abolish such policies, practices or procedures;
- (f) To plan, direct, control, and determine the work and/or services provided and/or performed by City employees and to determine job related qualifications for such work and/or services;
- (g) To assign work to such employees in accordance with requirements of this agreement and to establish and change schedules and assignments;
- (h) To hire, promote, demote, discipline, terminate, or otherwise relieve employees from duty for just cause, to lay off employees due to a change in the City's needs or the City's financial position;
- (i) To determine the number of hours per day, or per week, that City operations must be conducted;
- (j) To determine the equipment, facilities, and materials to be used in the course of City business, as well as to introduce new or improved equipment, facilities, and materials;
- (k) To make, amend, publish and enforce reasonable rules;
- (l) To prescribe appearance standards for City employees.

ARTICLE IV
UNION RIGHTS

Section 4.1. Union Activity During Working Hours

An employee may, at the discretion of his/her supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings, labor/management meetings, contract negotiations, or other meetings called, or agreed to, by the City.

Such time shall not be approved if it is the employee's supervisor's opinion that the employee's absence would conflict with, hinder, or disrupt City business and/or if schedules cannot be satisfactorily arranged to accommodate the City's needs.

Section 4.2. Access to Premises by AFSCME Staff Representatives

The City agrees that AFSCME staff representatives shall have reasonable access to the premises, giving notice upon arrival to the appropriate City representative. The Union agrees there will be no interference with group or individual work efforts during such visits.

Section 4.3. Time Off for Union Activities

Local Union representatives may be allowed reasonable time off without pay, as determined and approved by the employee's supervisor, for legitimate Union business, such as State or area-wide Union committee meetings and conventions. The representatives shall give a reasonable amount of notice to their supervisors so that the time off does not conflict with City business.

Section 4.4. Union Bulletin Boards

The City shall allow the Union to post one bulletin board, in a location to be designated by the City, in City Hall, the Department of Public Works, the Police Station, and Fire Station #1. The bulletin board shall be for the sole and exclusive use of the Union.

Section 4.5. Union Meetings on Premises

The City agrees to make available conference/meeting rooms for Union activities with prior notification to the City Clerk, provided that the Union's use of the rooms does not conflict with the City's use of the rooms or City business.

Section 4.6. Information Provided to AFSCME

On May 1st of each year, or upon request, but not more frequently than quarterly, the City shall furnish the Union with a current seniority roster upon the Union's request, identifying bargaining unit employees by the last four (4) digits of their Social Security Numbers, job titles, addresses, date of hire, known email address and listed phone numbers. When the City hires, lays off, promotes, transfers, places on a leave of absence, or when employees permanently separated from service with the City (i.e. termination, resignation, retirement), the City shall provide notice to the Local President.

Section 4.7. Union Orientation

Each newly hired bargaining unit employee shall be scheduled at a time and place mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

Section 4.8. Use of City Technology

The Union may have reasonable use of computers to distribute information through E-mail or to prepare union materials such as union notices and union newsletters. Use of such technology shall be done during non-work times and shall be subject to the City's Information Technology Policy.

Section 4.9. City-Wide Employment Policies

The City shall provide the Union with thirty (30) days notice prior to implementing any new, or change to an existing City-wide employment policy.

Section 4.10. City Ordinance 1-7A-5

Employees who receive commands from elected officials that are in direct conflict with written departmental policies, rules or regulations shall immediately contact their Department Head or designee for direction on how to respond.

Section 4.11. Indemnification

If any claim or action is instituted against an employee based on an injury allegedly arising out of an act or omission occurring within the scope of his/her employment, the City shall respond to such claim or action as required by Illinois Law. *See* 745 ILCS 10/2-302.

ARTICLE V

UNION SECURITY

Section 5.1. Checkoff Deductions

The City agrees to deduct Union membership dues, assessments and voluntary PEOPLE contributions from the pay of those employees who individually request it. Such authorized deductions shall be made upon receipt of an appropriate authorization from an employee. The deductions of all participating employees and a list of their names, and the last four (4) digits of their Social Security Numbers shall be remitted monthly to the Union at the address designated in writing to the City by the Union. All employees who have authorized dues deduction as of the date of the signing of this agreement and employees who subsequently authorize such deductions shall not be allowed to cancel such dues deduction within the term of this Agreement.

Section 5.2. Fair Share Deductions

Employees covered by this agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the City from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names, addresses and the last four (4) digits of their Social Security Numbers shall be remitted monthly to the Union. The Union shall advise the City of any increase in fair share fees in writing at least thirty (30) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

Section 5.3. Religious Exemption

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations.

The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

Section 5.4. Notice and Appeal

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 5.5. Indemnification

The Union shall indemnify, defend, and hold the City harmless against any claim, demand, suit or liability arising from any action taken by the City in complying with this Article.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1. Grievance Steps

Should any dispute arise between the City and the Union or any of its employees involving the interpretation, application, or alleged violation of any of the specific provisions of this Agreement, or the discipline/discharge of an employee such dispute shall be settled in accordance with the following procedure.

STEP ONE: Immediate Supervisor.

The Union and the employee shall raise the grievance with the employee's immediate supervisor by submitting a written statement including the following information: the article and section of this Agreement that are involved, the remedy sought, the situation

from which the grievance has arisen, the date that the events giving rise to the grievance occurred, and the date that the statement was presented to the employee's immediate supervisor. The statement shall be signed by the employee and shall be on a mutually approved form. All grievances must be presented not later than fourteen (14) calendar days from the date of the event giving rise to the grievance. The immediate supervisor or designee shall meet with the Union and grievant within fourteen (14) days after it is presented and render a written response within seven (7) days of the meeting.

STEP TWO: Department Head.

In the event that the grievance is not resolved in Step 1, it shall be presented in writing by the grieving party to the grievant's Department Head or designee within fourteen (14) calendar days of the receipt of the response from the immediate supervisor, or the date such response was due, whichever is earlier. Within fourteen (14) calendar days after the grievance is presented to the appropriate person as required in Step 2, the Department Head or designee will discuss the grievance with the Union and grievant. The Department Head or designee shall provide the union and grievant with a written response to the grievance within fourteen (14) calendar days after such discussion is held.

STEP THREE: City Manager.

In the event that the grievance is not resolved in Step 2, it shall be presented in writing by the grieving party to the City Manager or designee within fourteen (14) calendar days of the receipt of the response from the Department Head, or the date such response was due, whichever is earlier. Within fourteen (14) calendar days after the grievance is presented to the appropriate person as required in Step 3, the City Manager or designee will discuss the grievance with the union and grievant. The City Manager or designee shall provide the grievant with a written response to the grievance within fourteen (14) calendar days after such discussion is held. If the City Manager desires to present the issues involved in the grievance before the City Council, the City Manager shall have up to thirty (30) calendar days to respond to the grievance. In such an instance, the City Manager or designee shall provide the grievant with a written response to the grievance within forty (40) calendar days.

STEP FOUR: Arbitration.

In the event the grievance has not been satisfactorily settled, the Union may appeal the grievance to arbitration within forty (40) calendar days of the receipt of the last answer given by the City. If arbitration is selected, the parties will request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Selections from this list shall be made within fourteen (14) calendar days by the parties striking names alternately from such list until one name alone remains. The person whose name remains shall be the arbitrator.

The Award of the Arbitrator shall be final and binding. Jurisdiction of the arbitrator shall be only in regard to the particular dispute before the arbitrator, and the arbitrator shall have no power or authority to add to, subtract from, modify or change in any way any of the terms of this Agreement, or to write any new clause, change an existing clause, or write a new agreement. The arbitrator shall have no power to pass upon any subject not specifically provided for in this Agreement or any function that belongs to the City or its designated Management Rights Article, except those subjects specifically provided in this contract.

Each party shall assume the cost of presenting its case before the arbitrator. The expenses and fees of the arbitrator shall be shared jointly by both parties.

Section 6.2. Time Limits

Time limits should be strictly adhered to by both parties unless extensions are mutually agreed upon at any step. No grievance shall be entertained or processed unless it is submitted within the time set forth hereinabove. If a grievance is not presented within the time limits set forth above, it shall be considered withdrawn. If the City does not answer a grievance at any step within the time limits specified, the grievance shall be deemed denied at that step, and the Union may proceed to process the grievance at the next step. The time limits may be extended by mutual agreement of the parties in writing.

Section 6.3. Grievance Attendance and Investigation

If a grievance meeting is agreed to by the City during the working hours of the grievant, the grievant, the steward, and any necessary witnesses shall be excused with pay for the purpose

of attending said grievance meeting. It is understood that witnesses may be released individually and separately, in accordance with the operational needs of the workplace.

Section 6.4. Advanced Grievance Step Filing

A grievance may be filed at an advanced step of the grievance procedure by mutual agreement between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance. Grievances involving discharge shall be heard immediately at the Fourth Step of the grievance procedure.

Section 6.5. Conflict with City Personnel Policies

Where the City's personnel policies conflict with the provisions of this Agreement, this Agreement shall take precedence. Where this Agreement is silent on a subject, the City's personnel policies shall be in full force and effect.

ARTICLE VII
PERSONNEL FILES

Any bargaining unit employee shall have the right to inspect any personnel documents which are, have been or are intended to be used in determining that employee's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action, pursuant to all applicable provisions of the revised Personnel Record Review Act of the State of Illinois.

ARTICLE VIII
DISCIPLINE

Section 8.1. Definition

The City agrees that the tenets of progressive and corrective discipline should be observed whenever appropriate. If attempts at correcting the unacceptable behavior of an employee fail, or if the performance that has fallen below acceptable standards is not corrected, disciplinary actions of a progressive nature may be issued. However, the City is not obligated to follow progressive discipline

in every instance, as employees who commit a serious offense will be issued discipline as deemed appropriate, up to and including termination. Normally, progressive disciplinary action shall include only the following:

1. Oral reprimands that are not set forth in writing and provided to the employee shall not be used as a step in progressive corrective discipline;
2. Written reprimand;
3. Suspension;
4. Discharge.

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed as soon as practicable after the City is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

Section 8.2. Manner of Discipline

If the City has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or members of the public.

Section 8.3. Pre-Disciplinary Meeting

For discipline greater than written reprimands the City shall meet with the employee to inform him/her of the charges and reason for such contemplated disciplinary action. Unless circumstances dictate the necessity for immediate suspension, the employee shall be given the opportunity to rebut/clarify the circumstance(s) prior to any action being taken. An employee will always be entitled to Union representation in any meeting held with the employee to discuss discipline.

Section 8.4. Notification and Measure of Disciplinary Action

In the event of suspension or discharge, the City shall furnish the employee, in writing, with a statement of the reasons for and the measure of discipline, and shall inform the Union of the direction of the disciplinary layoff or the fact of discharge. Nothing in this Section shall prevent the City from relieving employees from duty in accordance with its practice.

Section 8.5. Removal of Discipline

Starting on December 13, 2016 any new notation of a verbal reprimand shall not be relied upon for progressive discipline if, from the date of the last verbal reprimand, twenty-four (24) months have passed without the employee receiving additional discipline. Similarly, any written reprimand shall not be relied upon for progressive discipline, if from the date of the last written discipline forty-eight (48) months have passed without the employee receiving additional discipline. It is the employee's responsibility to request in writing to the Human Resources Director that a documented verbal or written reprimand be removed from his/her personnel file after the time periods listed above have elapsed. In order to defend against possible charges and/or federal compliance, any discipline removed from an employee's personnel file may be retained by the City in the City's legal files.

ARTICLE IX
SENIORITY

For full-time employees seniority means uninterrupted employment with the City beginning with the latest date of hiring with the City and includes layoffs and other periods of absence authorized by this agreement.

Regular part-time employees shall have prorated seniority.

ARTICLE X
PROBATIONARY PERIOD

An employee will be a probationary employee for his/her first twelve (12) months of employment, and shall not have recourse to the arbitration procedures of this contract to protest discharge. Upon mutual agreement between the City and the Union, the probationary period may be extended up to an additional six months. A representative of the Union shall be allowed to attend meetings between the City and the probationary employee for the purposes of discussing the extension of a probationary period and/or any disciplinary matters.

ARTICLE XI
COMPENSATION

Section 11.1. Wage Increases

Except as otherwise provided, employees covered by this Agreement shall receive a 1.25% increase to their base salary, effective with the first payroll period following execution of the Agreement, and a one-time lump sum bonus in the gross amount of \$850 to all employees in the unit on the date of execution, which shall not be added to base pay. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

Except as otherwise provided, for the second year of this Agreement, January 1, 2017 to December 31, 2017, all employees covered by this Agreement shall receive a 1.5% increase to their base salary. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

Except as otherwise provided, for the third year of this Agreement, January 1, 2018 to December 31, 2018, all employees covered by this Agreement shall receive a 2.00% increase to their base salary. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

Except as otherwise provided, for the fourth year of this Agreement, January 1, 2019 to December 31, 2019, all employees covered by this Agreement shall receive a 1.75% increase to their base salary. The salary ranges for all position classifications covered by this Agreement shall increase accordingly. Salary ranges shall be listed in Appendix A of this Agreement.

Section 11.2. New Hires After January 1, 2012

With the exception of the appointment of the Electrical Inspector effective January 17, 2012, any employee hired after January 1, 2012 will be placed in a Tier #2 salary range which shall reflect a 7.5% decrease from the salary range then in effect as provided for in Section 11.1. The Tier #2 salary range shall be listed in Appendix A of this Agreement.

Section 11.3. Performance Appraisals

Beginning January 1, 2013, employees covered by this Agreement shall be eligible to receive a 0% to 2.5% wage increase within their salary range, on their anniversary date of employment, based upon periodic performance appraisals. If the performance appraisal increase exceeds the maximum for the salary range he/she shall be eligible to receive the difference as a bonus of 0% to 1.5% above the maximum of salary range. If the employee is at the top of her/his salary range she/he shall be eligible to receive a bonus of 0% to 1.5% based upon periodic performance appraisals.

Written performance appraisals shall be prepared periodically by the employee's immediate supervisor who is outside the bargaining unit and has first hand knowledge of the employee's work. The performance appraisals shall be limited to the employee's performance of the duties assigned and factors related thereto.

Advancement within the salary range shall be made on the basis of periodic performance appraisals. At the employee's request there shall be an informal verbal performance evaluation meeting between the employee and his/her supervisor generally six (6) months prior to the anniversary date's final performance appraisal.

Each performance appraisal shall be discussed with the employee along with the reasons for the granting or denying of a scheduled merit increase. Each employee, upon request, will be furnished with a copy of her/his previous performance appraisal along with a written statement of the reason for granting or denying any merit increase.

Any claim that a merit pay determination is arbitrary and capricious may be heard by the Director of Human Resources and/or the City Manager, at the option of the employee.

Section 11.4. Longevity

Full-time employees with continuous unbroken service records shall receive longevity payment in accordance with their job classification, as listed in the Salary Schedule. Eligibility for longevity increases will continue for all employees of the City hired prior to May 1, 1994. Employees hired thereafter will not be eligible for longevity at any time during their City career.

Section 11.5. Uniform Allowance

Community Service Officers shall be required to wear and continuously maintain prescribed items of uniform clothing. Community Service Officers shall receive an annual uniform allowance of \$700 for each year of the agreement for the purchase of all necessary or required uniforms and equipment. A uniform allowance will only be issued to an employee who is on active duty.

Building Inspectors, Housing Inspectors, Electrical Inspectors, Plumbing Inspectors, Sanitarians, Engineering Inspectors, Engineering Technicians, and Civil Engineers shall be required to wear department approved footwear and shall receive an annual allowance of \$100 for each year of the agreement for the purpose of purchasing department-approved footwear. An allowance will only be issued to an employee on active field duty as determined by the appropriate department head.

The City reserves the right to administer uniform allowances through a quartermaster system. The City shall notify the Union at least thirty (30) days prior to implementing a quartermaster system.

Section 11.6. Community Service Officers – Court Pay

Community Service Officers shall receive \$135 for time spent in court.

Section 11.7. Community Service Officers Training Differential

Community Service Officers shall receive a \$325 differential for assisting in the orientation of new employees.

Section 11.8. Bilingual Pay

Employees who are selected and then certified per City testing standards as fluent in Spanish or Polish shall receive a \$75.00 pay differential per month for as long as they remain in their current positions.

ARTICLE XII
HOURS OF WORK

Section 12.1. Definitions

The work day for the current employees and job classifications shall consist of 8-1/2 consecutive hours (including one hour unpaid lunch). The work schedule shall consist of five (5) consecutive work days followed by two (2) consecutive days off. The City shall notify in writing, the Union and any affected employees, no less than thirty (30) days in advance of a permanent or indefinite change in work schedule. The work week is defined as the 168 hours commencing at 12:00 a.m. Saturday and running to 11:59 p.m. the following Friday.

The work day for Community Service Officers (CSOs) shall consist of 8 consecutive hours. For CSOs assigned to Police patrol operations, the work schedule shall consist of five (5) work days which may or may not be consecutive, and the work week shall be defined as the 168 hours commencing at 12:00 a.m. Sunday and running to 11:59 p.m. the following Saturday. For CSOs not assigned to Police patrol operations, the work schedule shall consist of five (5) consecutive work days followed by two (2) consecutive days off, and the work week shall be defined as the 168 hours commencing at 12:00 a.m. Saturday and running to 11:59 p.m. the following Friday.

Section 12.2. Overtime Payment

Employees working in excess of a regularly scheduled forty (40) hours in any work week shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate. Employees in the positions of Civil Engineer, Senior Planner and any other position exempt from

the FLSA overtime provision, shall be paid at the straight time hourly rate for all hours worked in excess of a regularly scheduled forty (40) hours in any work week.

Section 12.3. Comp Time Option

Department heads shall determine whether employees shall receive pay or compensatory time for hours worked in excess of forty (40) in any work week. Compensatory time accrued in excess of forty (40) hours shall be paid out at the employee's applicable hourly rate. Compensatory time shall not be accumulated from one year to the next. An employee shall have until December 31 to use or be paid for any compensatory time remaining.

Section 12.4. Paid Time Off

Time off for any holidays, vacations, personal days and bereavement days shall be counted as time worked for overtime computation. For purposes of overtime calculation, sick leave and compensatory time will not be counted as paid time off.

For Community Service Officers (CSOs) time off for any holidays, vacations, personal days, bereavement, sick leave, or any other time-off shall be counted as time worked but not used for the purposes of calculating overtime.

Section 12.5. Breaks and Meals

There shall be two (2) rest periods of fifteen (15) minutes each during each regular shift. Excepting CSOs, employees will be allowed to take a one-hour uninterrupted, unpaid, lunch break during each work day. The City will make reasonable effort to schedule such lunch break approximately halfway through the regular work day. Employees shall have the right to leave the work site during such period. The City expects that the employee will take their meal period unless prior authorization is obtained from their supervisor to receive compensation for that time period.

Section 12.6. Flex-Schedules

An employee may request a flex-time schedule, which will be subject to the operating needs of the City and granted or not granted at the discretion of the City.

Section 12.7. Call-Back Pay

Any employee called back to work outside of his/her regularly scheduled shift, or on his/her scheduled days off, shall be paid a minimum of two (2) hours overtime pay at the applicable rate. This does not apply to an employee who is continuing his/her regular shift.

ARTICLE XIII
HOLIDAYS

Section 13.1. Holidays

The following days, or days which may be substituted therefore by the City, shall be considered to be holidays:

New Year's Day

President's Day

Martin Luther King, Jr. Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

When a holiday falls on a Sunday, the Monday following shall be observed as a holiday. When a holiday falls on a Saturday, the Friday preceding shall be observed as a holiday.

Community Service Officers (CSOs) assigned to patrol duties shall observe the holiday on the day the City observes the holiday, except for News Years Day, Independence Day, and Christmas Day, on which the actual calendar day of the holiday shall be observed.

Section 13.2. Holiday Pay Eligibility

In order to qualify for holiday pay, an employee must work the employee's last full regularly scheduled work day preceding the holiday and the employee's first full regularly scheduled work day following the holiday, or is absent from work on one or both of those days as a result of a pre-approved absence (vacation, compensatory time, bonus day, personal day, or pre-approved sick leave).

Section 13.3. Holiday Pay

When a holiday falls on an employee's scheduled day off, or when an employee works on a holiday as assigned by his/her department head, equivalent time off shall be granted within the following twelve (12) month period. It shall be granted on the day requested by the employee unless to do so would interfere with the City's operations, in which event the employee's next requested day off shall be given. When an employee works on a holiday, he/she shall receive time and one-half (1-1/2) times his/her regular rate of pay.

For Community Service Officers (CSOs) when a holiday falls on an employee's scheduled day off, or when an employee works on a holiday as assigned by his/her department head, equivalent time off shall be granted within the following twelve (12) month period. It shall be granted on the day requested by the employee unless to do so would interfere with the City's operations. When an employee works on a holiday, he/she shall receive time and one-half (1-1/2) times his/her regular rate of pay.

Section 13.4. Holiday During Vacation

When a holiday falls on an employee's regularly scheduled work day during the employee's vacation period, the employee will be charged with that holiday and retain the vacation day.

Section 13.5. Holiday Pay Days

In the event that a pay day is on a holiday, the last work day immediately preceding the holiday shall be designated as "pay day".

Section 13.6. Semi Full-Time Employees

Semi full-time employees shall be paid holiday pay for the number of hours they would have regularly been scheduled to work.

Section 13.7. Payout of Holiday Leave Upon Separation

Upon separation from employment, employees shall be paid for all accrued holiday leave remaining in their leave bank.

Section 13.8. Non-Emergency Closings

When the City closes some offices for non-emergency reasons (e.g., Christmas Eve, New Year’s Eve), but other essential service employees must remain at work, all covered employees shall receive an equal amount of compensatory time off at a later date.

ARTICLE XIV
VACATION

Section 14.1. Vacation Accrual

Full-time employees shall accrue vacation leave in accordance with the following schedule:

<u>Continuous Years of Service</u>	<u>Annual Accrual (7.5/8 Hour Day)</u>
1 Year to 4 Years	10 days
5 Years to 9 Years	15 days
10 Years to 14 Years	17 days
15 Years to 19 Years	20 days
20 Years to 24 Years	23 days
25 Years +	25 days

Semi full-time employees shall accrue vacation leave in accordance with the following schedule:

<u>Continuous Years of Service</u>	<u>Annual Accrual (7.5/8 Hour Day)</u>
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1 to 4 Years	5 Days
5 to 9 Years	7 Days
10 to 14 Years	8 Days
15 to 19 Years	10 Days
20 to 24 Years	11 Days
25+ Years	12 Days

Semi full-time employees shall be considered to have worked a continuous year of service for each successive period of 1,950 or 2,080 hours worked (as applicable).

Employees begin accruing vacation leave with their first payroll period and each subsequent payroll period. Employees accrue vacation leave hours consistent with the number of hours of their regular workday (e.g. An 8-hour workday earns an 8-hour vacation day, etc.). Vacation leave shall not accrue bi-weekly if employees are absent on any leave “without pay”, while receiving disability payments, or for the accrued paid leave paid-out upon separation or retirement.

Section 14.2. Maximum Vacation Leave Balance

Employees may accumulate a maximum vacation leave balance equal to one-and-one-half (1.5) times their annual accrual (e.g., An annual accrual of 10 vacation days would allow a maximum balance of 15 vacation days; an annual accrual of 15 vacation days would allow a maximum balance of 22.5 vacation days; etc.). Employees reaching their maximum vacation leave accrual will cease to earn additional vacation leave hours until their vacation leave balance falls below their maximum accrual limit.

Section 14.3. Use of Vacation Leave

Vacation leave may be taken in increments of not less than one (1) hour, at any time after it is earned, upon approval of the employee’s immediate supervisor. Employees shall not be allowed to schedule vacation leave if the amount of time scheduled results in a negative balance.

Section 14.4. Vacation Leave Scheduling

Subject to each department's operating needs, vacations leave shall be scheduled as requested by the employee. Any conflicts arising out of a department being unable to grant multiple employee vacation leave requests shall be resolved on a seniority basis, seniority defined as length of service with the City. Once an employee's vacation leave request has been approved it shall not be disapproved by a more senior employee making a subsequent vacation leave request for the same day. Vacation leave requests shall be responded to in a reasonable time, and shall not be arbitrarily or capriciously denied, however, any disputes that arise shall not be subject to the arbitration clause of the grievance procedure.

Section 14.5. Payout of Vacation Leave Upon Separation

Employees who separate from the City for reasons other than a retirement or duty disability retirement shall have all accrued but unused vacation leave paid directly to them in a lump sum on a subsequent payroll disbursement.

Employees within the City's Retirement Health Savings (RHS) plan shall have all accrued but unused vacation leave paid into an RHS plan account upon retirement or duty disability retirement at 100% of the employee's hourly rate of pay, in accordance with Section 19.6. Retiree Health Savings Plan.

ARTICLE XV
SICK LEAVE

Section 15.1. Sick Leave Accrual

Employees begin accruing sick leave hours with the first payroll period and each subsequent payroll period. Full-time employees accrue sick leave each payroll period equal to one (1) day a month up to twelve (12) days annually. Regular part-time employees accrue sick leave each payroll period equal to one-half (1/2) day a month up to six (6) days annually.

Section 15.2. Maximum Sick Leave Balance

Employees may accumulate a maximum sick leave balance of ninety (90) days. Employees are informed on each bi-weekly payroll voucher of their current sick leave balances. Annual sick leave earned in excess of an employee's maximum balance is applicable to the provisions of Section 19.6. Retiree Health Savings Plan.

Section 15.3. Sick Leave Use

Sick leave may be used for illness, disability, or injury of the employee, appointments with a professional medical/dental practitioner, and in the event of illness, disability, or injury in an employee's family or household, if the employee's personal care and attendance is required. For purposes of definition, the "family or household" shall be spouse, parents, step-parents, sibling(s), children, step-children, grandparents and in-laws.

Section 15.4. Scheduling of Sick Leave

Employees shall request the use of sick leave to their Department Director or immediate supervisor as far in advance as possible of a scheduled day of work. Employees shall report to their Department Director or immediate supervisor on each subsequent sick day absent from a scheduled day of work unless an alternative schedule of reporting is authorized. An employee's failure to report when absent on sick leave shall be considered absent without leave or pay and subject to disciplinary action, up to and including discharge.

Employees may request taking sick leave up to their actual hours available in no less than one-hour (1) increments. Use of sick leave cannot result in a negative balance, nor are employees allowed to substitute other accrued paid leave in conjunction with a sick leave request. Any request

for sick leave that would result in a negative sick leave balance for that employee shall be denied. Employees who are absent subsequent to their sick leave request being denied shall be considered absent without leave or pay and subject to disciplinary action, up to and including discharge.

Section 15.5. Verification of Sick Leave

The City may require the employee to provide verification from their treating physician that the absence is due to sick leave. Verification may be requested for:

- Absences for a period of three (3) or more days; or
- Repeated absences of two (2) days or less; or
- Repeated sick leave used in conjunction with a designated holiday or other scheduled day off; or
- Other circumstances when the Department Head has reasonable grounds to suspect that the employee may be abusing sick leave.

An employee who does not provide the requested verification is subject to loss of pay and/or disciplinary action.

Section 15.6. Leave Bonus For Non-Absence

For each six-month period (January 1 through June 30 and July 1 through December 31) a full-time employee is not absent from work due to sick leave, they shall receive an additional day of vacation leave credited to their vacation leave balance. These additional vacation leave days shall be subject to the provisions of Section 14.2. Maximum Vacation Leave Balance.

Section 15.7. Sick Leave Payout Upon Separation

The payout of accrued sick leave annually and upon retirement or duty disability retirement shall be made in accordance with the provisions in Section 19.6. Retiree Health Savings Plan.

ARTICLE XVI
OTHER PAID LEAVES

Section 16.1. Funeral/Bereavement Leave

An employee may be excused from work with pay for up to three (3) days for the death of a member of the employee's immediate family. The leave is to make funeral arrangements, if necessary, and attending the funeral (including travel time if out of the area). A day shall be considered the employee's regular assigned workday. The immediate family shall include spouse, child (including stepchild or legal custody), daughter or son-in-law, grandchild, parent, step-parent, spouse's parent, grandparent, spouse's grandparent, aunt, uncle, sister, brother, step-sister or brother, sister or brother-in-law, or legal guardian. For the absence to be approved as Funeral Leave, an employee must notify their Department Director or designee prior to taking the leave. Employees need to provide documentation of the death upon return from the leave or the dates will not be approved as bereavement leave.

1. Employees need to contact their Department Director and receive approval if additional time off from work is needed. Approved extended bereavement time off will be charged against the employee's available paid leave balances, or if there is no available balance of paid leave, the extended absence shall be without pay.
2. Employees may desire time off to attend the funeral of a relative, not included in the definitions of immediate family, a close friend or co-worker. Approval of time-off authorized by the Department Director will depend on the operational needs of the department and available staffing. Time-off shall be charged against available paid leave, or if no available balance of paid leave, the absence is without pay.
3. Funeral/Bereavement Leave shall be available to regular part-time employees consistent with the provisions for full-time employees listed above.

Section 16.2. Jury Duty Leave

On occasion, employees may be required to serve on a jury, grand jury or to be subpoenaed as a witness for a trial or deposition. The City shall apply the following policies in accordance with the applicable circumstance:

1. Employees required to serve on a jury will receive leave and full pay in addition to the payment/fees received from the court upon the presentation of the summons and check stub to their Department Director. Shift employees will be granted leave for jury service, even though such service occurs during the daytime, if reporting to work would impose an unreasonable hardship on the employees. If an employee reports for jury service, and learns within a reasonable period that he/she will not be serving on a jury, the employee shall report to work.
2. Employees may be required to testify as a witness at the request of the City, or testify under a summons or a subpoena related to matters of employment with the City. Employees will receive leave with the presentation of the summons, and will receive full pay in addition to the payment/fees received from the court.
3. For personal civil actions, employees may require time off from work when they are the plaintiff, defendant, or subpoenaed as a witness on a non-City matter. Such time shall be chargeable against the employee's available paid leave accruals. Employees, whose presence is required for a personal civil action, must show the immediate supervisor the legal notice of the action.

Section 16.3. Workers' Compensation

An employee receiving workers' compensation payments for a temporary disability will continue to receive full salary for a period of up to three (3) months from the first day of disability. After three (3) months the employee will be authorized to receive the current legal requirement for compensation of 2/3 of their gross average weekly salary (tax exempt), subject to certain legal maximums and minimums. Or the employee may elect to receive an amount equal to his/her current full salary by utilizing accrued sick leave, vacation, personal days, etc. For each day the employee receives the amount equal to a full day's compensation, one day of accrued time will be deducted. If the employee elects to receive full salary through use of sick leave, both the employee and the City become liable to continue pension contributions on the entire amount in order to retain service and earnings credit. If authorized to return to light duty, and no light duty assignment is available, the employee will revert to full salary, with appropriate deductions, until such time as light duty is available or able to return to full duty. The above provision's combined maximum is one year from the original date of injury. Thereafter the statutory 2/3 salary shall apply while the

employee is disabled.

ARTICLE XVII
PERSONAL LEAVE

Section 17.1. Personal Leave Accrual

Full-time employees shall accrue personal leave in accordance with the following schedule:

<u>Continuous Years of Service</u>	<u>Annual Accrual (7.5/8 Hour Day)</u>
1 to 4 Years	0 Days
5 to 9 Years	1 Day
10 to 14 Years	2 Days
15 to 19 Years	3 Days
20-24 Years	4 Days
25+ Years	5 Days

Employees begin accruing personal leave with the first payroll period and each subsequent payroll period. Employees accrue personal leave hours consistent with the number of hours of their regular workday (e.g. An 8-hour workday earns an 8-hour leave day, etc.). Personal leave hours do not accrue bi-weekly if employees are absent on any leave “without pay”, while receiving disability payments, or for the accrued paid leave paid-out upon separation or retirement.

Semi full-time employees shall not be eligible for personal day leave accrual.

Section 17.2. Maximum Personal Leave Balance

Employees may accumulate a maximum personal leave balance equal to one-and-one-half (1.5) times their annual accrual (e.g., An annual accrual of 3 personal leave days would allow a maximum balance of 4.5 personal leave days; an annual accrual of 4 personal leave days would allow a maximum balance of 6 personal leave days; etc.). Employees reaching their maximum personal leave accrual will cease to earn additional personal leave hours until their personal leave balance falls below their maximum accrual limit.

Section 17.3. Use of Personal Leave

Personal leave may be taken in increments of not less than one (1) hour, at any time after it is earned, upon approval of the employee’s immediate supervisor. Employees shall not be allowed to schedule personal leave if the amount of time scheduled results in a negative balance.

Section 17.4. Personal Leave Scheduling

Subject to each department’s operating needs, personal leave shall be scheduled as requested by the employee. Any conflicts arising out of a department being unable to grant multiple employee personal leave requests shall be resolved on a seniority basis, seniority defined as length of service with the City. Once an employee’s personal leave request has been approved it shall not be disapproved by a more senior employee making a subsequent personal leave request for the same day. Personal leave requests shall not be arbitrarily or capriciously denied, however, any disputes that arise shall not be subject to the arbitration clause of the grievance procedure.

Section 17.5. Payout of Personal Leave Upon Separation

Employees who separate from the City for reasons other than a retirement or duty disability retirement shall have all accrued but unused personal leave paid directly to them in a lump sum on a subsequent payroll disbursement.

Employees within the City’s Retirement Health Savings (RHS) plan shall have all accrued but unused personal leave paid into an RHS plan account upon retirement or duty disability retirement at 100% of the employee’s hourly rate of pay, in accordance with Section 19.6. Retiree Health Savings Plan.

ARTICLE XVIII

UNPAID LEAVES OF ABSENCE

Section 18.1. General Leave

Employees may request an unpaid leave of absence for personal reasons other than medical, military, or for outside employment. Requests will be reviewed by both the Department Director and Director of Human Resources, and then forwarded with a recommendation to the City Manager for approval. Requests will be considered on a case-by-case basis reviewing operational needs.

Benefits will not be accrued or be provided to employees on an approved unpaid leave of absence. Existing accrued leave balances are held and carried over during the period of the unpaid leave resuming upon the employee's return to work. All anniversary dates will be adjusted by an amount of time equal to the number of days on an approved unpaid leave. Employees on an unpaid leave of absence for greater than thirty (30) days may continue to participate in the City's health benefit insurance program with the payment of the full monthly premiums (i.e. employer and employee premium).

Re-employment is not guaranteed following unpaid leaves of absence in excess of thirty (30) days.

Section 18.2. Military Leave

The City will comply with the applicable law and the conditions of the federal, "United States Employment and Reemployment Rights Act" (USERRA) and the State of Illinois "Local Government Employee Benefits Continuation Act" and the "Military Leave of Absence Act". The City retains the right to exercise its full rights under these laws as set forth in its policy on Military Leave and will provide the Union with thirty (30) days notice prior to implementing any change to this policy.

Section 18.3. FMLA & Extended Medical Leave

The City will follow its policy in adherence to the Family and Medical Leave Act (FMLA), regarding the coverage of eligible employees, general leave requirements, notice and certification, job benefits and protection, substitution of paid leave, and other applicable provisions. In addition, the City will follow its policy on Extended Medical Leave.

The City will provide the Union with thirty (30) days notice prior to implementing any change to these policies.

ARTICLE XIX

INSURANCE BENEFITS

Section 19.1. Health Insurance

Subject to the conditions of this Article the City of Des Plaines’ medical plans in effect on January 1, 2016 shall be continued; provided, however, the City retains the right to add or remove plans during the term of this Agreement, change insurance carriers, third party administrators, or to self-insure as it deems appropriate, including through a health insurance cooperative or exchange, so long as the new coverage and new benefits are substantially similar to those which were in effect on January 1, 2016, or as otherwise permitted herein.

Section 19.2. Employee Contributions to Health Insurance Premiums

Beginning January 1, 2016, the City and each covered employee shall contribute, on a per-pay period basis, a percentage of the unit cost for each health insurance plan option as described below:

Plan Option	City Contribution	Employee Contribution
PPO Option #1	88%	12%
PPO Option #2	93%	7%
PPO Option #3	93%	7%
HMO Option #1	93%	7%
HMO Option #2	93%	7%

Effective January 1, 2017:

Plan Option	City Contribution	Employee Contribution
PPO Option #1	88%	12%
PPO Option #2	93%	7%
PPO Option #3	93%	7%
HMO Option #1	93%	7%
HMO Option #2	93%	7%

Commencing January 1, 2018:

Plan Option	City Contribution	Employee Contribution
PPO Option #2	93%	7%
PPO Option #3	93%	7%
HMO Option #1	93%	7%

No opt out benefit shall be provided to any bargaining unit employee under City policy unless such employee and their eligible family members are not covered by City insurance, and otherwise meet the requirements of any such City policy or program.

The unit cost for each health insurance plan option shall be determined by the respective broker/consultant on a yearly basis and implemented effective January 1, for each year the Agreement is in effect. Except for the year beginning January 1, 2016, employee contributions toward the unit cost for each health insurance plan option shall not increase by more than 15% from one year to the next during the term of this Agreement. The City shall, at its discretion, add, drop, or otherwise change additional plan options other than those listed above on a yearly basis and implement these changes effective January 1, for each year the Agreement is in effect.

Section 19.3. Prescription Drug Benefit

Beginning January 1, 2016, the prescription drug benefit for the PPO and HMO options shall consist of a three-tier formulary with the following employee co-pays:

PPO:	<u>Retail Rx</u> \$15 Generic \$25 Formulary Brand \$45 Non-Formulary Brand	<u>Mail-Order Rx</u> \$20 Generic \$35 Formulary Brand \$50 Non-Formulary Brand
HMO:	<u>Retail Rx</u> \$10 Generic \$15 Formulary Brand \$30 Non-Formulary Brand	<u>Mail-Order Rx</u> \$10 Generic \$15 Formulary Brand \$30 Non-Formulary Brand

Commencing January 1, 2017:

PPO:	<u>Retail Rx</u> \$15 Generic \$25 Formulary Brand \$45 Non-Formulary Brand	<u>Mail-Order Rx</u> \$20 Generic \$35 Formulary Brand \$50 Non-Formulary Brand
HMO:	<u>Retail Rx</u> \$10 Generic \$25 Formulary Brand \$40 Non-Formulary Brand	<u>Mail-Order Rx</u> \$10 Generic \$35 Formulary Brand \$50 Non-Formulary Brand

The prescription drug benefit claims administrator shall determine the placement of each prescription drug within the appropriate tier of the formulary.

Section 19.4. Flexible Benefit #125 Plan

The #125 Plan will allow for pre-tax deductions by employees covered by this Agreement for the purpose of paying health insurance premium payments, un-reimbursed medical and dental expenses, and qualified child-care expenses. This program will be offered as long as allowed by IRS regulations, as amended.

Section 19.5. Life Insurance

The City shall provide a life insurance plan with a benefit of \$70,000.00 for each employee.

Section 19.6. Retiree Health Savings Plan

The City shall establish and maintain a Retiree Health Savings (RHS) Plan as administered by a provider of the City's choice. Annually, sick leave days accrued in excess of 90 days shall be paid at a rate of 75%. Upon retirement, the first 45 days of accrued sick leave shall be paid at a rate of 25%, and those sick leave days accrued over 45 shall be paid at a rate of 75%, and 100% pay for any unused vacation and personal days. These monies shall be paid by the City on behalf of each member into an individual RHS account and made available upon retirement to those members vested within their pension plan.

Section 19.7. Health Insurance for Semi Full-Time employees

Eligible semi full-time employees shall receive the same health care coverage benefit levels as full time employees.

Section 19.8. City Discretion to Select Carrier

The manner in which the benefits will be provided shall be a matter of the City's discretion; i.e., an insurance carrier of its choice, self-insuring or any other manner deemed appropriate.

Section 19.9: Dental Insurance

During the term of this Agreement the City agrees to offer employees the opportunity to participate in a dental insurance plan, under the same terms and cost sharing conditions that are

offered to non-represented City employees, as the same may be changed from time to time by the City.

Section 19.10: Vision Insurance

Commencing in 2018, the City agrees to offer employees the opportunity to participate in a vision insurance plan, under the same terms and cost sharing conditions that are offered to non-represented City employees, as the same may be changed from time to time by the City.

ARTICLE XX
FILLING OF VACANCIES

Section 20.1. Internal Posting

Whenever a job vacancy occurs, other than a temporary vacancy as defined below, in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be internally posted within the City for five (5) working days, unless permission is granted by the Union (either Local President or Staff Representative) to concurrently post the position both internally and externally.

During this period, all employees who wish to apply for the job, including employees on layoff, may do so.

Section 20.2. Selection Process

The general policy of the City to promote from within the organization when there are qualified employees who are able to meet the requirements of a vacant position shall be applicable to employees of the Union. The determination of whether an employee is qualified to perform the job duties of a vacant position shall be based upon the following criteria:

1. Previous job performance;
2. Job knowledge and skills (including professional certification) applicable to the vacant position;
3. Disciplinary record;
4. Absentee record;
5. Ability to perform the essential functions of the position with or without reasonable accommodation.

If two or more employees applying for a vacant position are considered equal to one another according to the criteria listed above, then the employee with the greatest seniority shall be considered the most qualified candidate.

The City may also fill a vacancy from outside of the Union, as the City deems appropriate, if the outside applicant possesses greater skill and ability, as reasonably determined by the City, than a present employee applying for a vacancy.

Section 20.3. Rate of Pay on Promotion

Employees promoted to a higher classification will have their base rate of pay adjusted to the minimum rate of the new job classification. In instances where the employee's current base rate of pay is greater than the minimum rate for the new position, an increase of five percent (5%) to ten percent (10%) shall be applied. The actual percentage increase within this range shall be authorized by the City Manager. The City Manager may approve an employee's promotional rate at a level higher than described above based upon on the outstanding merits of the employee over and above the minimum qualifications for the class along with other relevant factors. However, under no circumstances shall a promotional increase result in an employee's base rate of pay being above the maximum rate of the new position.

An employee's promotional rate of pay increase shall be effective upon the day they begin to perform the duties of the new position. Employees promoted into a position retain their employment anniversary date for the purposes of their annual performance review.

Section 20.4. Temporary Appointments

Temporary appointments are defined as job vacancies temporarily filled by the City for a period of time not to exceed 120 days. The City will notify the Union of any temporary appointments.

ARTICLE XXI

WORKING OUT OF CLASSIFICATION PAY

In any case when an employee is qualified for and is temporarily required to serve regularly in and accept the responsibility for work attributable to a higher classification, such employee shall receive five percent (5%) above his present rate while so assigned, or the minimum compensation afforded to the higher-compensated classification, whichever is greater. The City Manager may

approve an employee's working out of classification compensation at a rate higher than described above upon the recommendation of the Department Head and Director of Human Resources.

To qualify for working out of classification pay, an employee shall regularly and continuously perform the work of the higher classification for the equivalent of at least two (2) days or more. Working out of classification pay is paid only for the days actually worked and shall not include any paid or unpaid leave taken during that time period.

An employee may be temporarily assigned to work in any position in the same or lower classification without a change in pay.

ARTICLE XXII

RECLASSIFICATIONS

The City shall follow its policy on Job Reclassifications and provide the Union with thirty (30) days notice prior to implementing any changes to this policy.

ARTICLE XXIII

LAYOFF AND RECALL

Section 23.1. Layoff Procedures

In the event of layoff, the City shall layoff all seasonal, temporary and probationary employees first, then semi full-time employees, then full-time employees according to reverse seniority, within departments and within job classifications, providing any remaining employee has the skills and abilities for and is able to efficiently perform the work that remains. The City shall notify in writing, the Union and any affected employees, no less than thirty (30) days in advance of any layoff.

Section 23.2. Recall Status

All Employees laid off shall be retained on a recall list for twenty four (24) months. Recall shall be by seniority, full time employees to be recalled before part time employees. Employees on recall shall have priority rights to any vacancy in the position classification from which they

were laid off, assuming all requisite qualifications, or any vacancy that they previously successfully held, or, pursuant to the requirements of Article XX, Section 2, any vacancy in an equal or lower pay range.

Section 23.3. Recall Notice

The City shall send by certified mail to the employee's last known address a recall notice, giving the recalled employee fourteen calendar (14) days' notice to report to work, unless mutually agreed otherwise. Employees not reporting within this noted period will be removed from the recall list.

ARTICLE XXIV

LABOR MANAGEMENT COMMITTEE

Labor-Management Committee meetings shall be held at mutually agreed to times at the request of the Union or City. Any items, except grievances, can be discussed at these meetings. Agenda items will be submitted by either party at least five (5) working days in advance of the scheduled meeting.

ARTICLE XXV

SAFETY

An employee representative of the Union may participate in the Employee City-Wide Safety Committee.

ARTICLE XXVI

EMPLOYEE DEVELOPMENT AND TRAINING

Section 26.1. Training Attendance

Subject to the approval of the Department Head, if because of changes in certification, accreditation, or licensure employees are required by the City or certifying agency to attend courses, seminars, or workshops so as to retain their present position classification, or newly modified position classification, such employees shall be granted reasonable time for such without loss of pay, and the City will pay for registration fees and reasonable travel expenses.

Section 26.2. Tuition Reimbursement

The City will follow its policy on Tuition Reimbursement and provide the Union with thirty (30) days notice prior to implementing any change to this policy.

ARTICLE XXVII

NO STRIKE/NO LOCKOUT

Section 27.1. No Strike

During the term of this Agreement, there shall be no strikes, work stoppages, or slow downs. No officer, or representative, or member of the Union shall authorize, institute, instigate, aid, or condone any such activities.

Section 27.2. No Lockout

The City and/or its representatives shall not institute a lockout of employees covered by this Agreement, during the term of this Agreement.

ARTICLE XXVIII

SUBCONTRACTING

Prior to any decision to subcontract work normally performed by bargaining unit employees, the City will notify the Union in advance, and upon request of the Union, shall meet with the Union to negotiate the decision and impact of subcontracting.

ARTICLE XXIX

SAVINGS CLAUSE

Should any Article, Section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or by the Illinois State Labor Relations Board, such decision of such tribunal shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree

immediately to attempt to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XXX

DURATION

Section 30.1. Duration of Agreement

This Agreement shall be effective as of the day of ratification, and shall remain in full force and effect until the day of December 31, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the follow paragraph.

Section 30.2. Notice of Termination

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands this ____ day of ____, 20__.

A.F.S.C.M.E., AFL-CIO
Council 31, Local 3891

CITY OF DES PLAINES, ILLINOIS

By: _____

By: _____

Title/Date: _____

Title/Date: _____

Attest: _____

By: _____

Title/Date: _____

SCHEDULE IV-A

CLERICAL, ACCOUNTING AND MISCELLANEOUS PERSONNEL

UNION

EFFECTIVE UPON EXECUTION FOR 2016

TITLE	HOURS PER WEEK	MINIMUM	MIDPOINT	MAXIMUM	ADDITIONAL LONGEVITY*		
					AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Clerk	37.5	36,859	43,364	49,869	482	991	1,526
Intermediate Clerk	37.5	39,814	46,842	53,870	493	1,012	1,556
Senior Clerk	37.5	42,175	49,615	57,054	519	1,063	1,634
Divisional Secretary	37.5	42,773	50,322	57,870	526	1,076	1,655
Community Services Officer	40.0	47,168	55,492	63,816	499	1,024	1,574
Police Records Clerk	37.5	45,498	53,526	61,554	519	1,063	1,634
Senior Utility Billing Clerk	37.5	46,726	54,970	63,213	571	1,171	1,801
Accounts Payable Clerk	37.5	46,726	54,970	63,213	614	1,258	1,935
Secretary	37.5	47,529	55,916	64,303	571	1,171	1,801

*Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.

See City Code Section 1-8-5 (D)(4)

SCHEDULE IV-A - TIER 2

CLERICAL, ACCOUNTING AND MISCELLANEOUS PERSONNEL

UNION

EFFECTIVE UPON EXECUTION FOR 2016

TITLE	HOURS PER WEEK	MINIMUM	MIDPOINT	MAXIMUM
Clerk	37.5	34,094	40,111	46,128
Intermediate Clerk	37.5	36,827	43,328	49,830
Senior Clerk	37.5	39,013	45,894	52,776
Divisional Secretary	37.5	39,564	46,547	53,530
Community Services Officer	40.0	43,632	51,331	59,030
Police Records Clerk	37.5	42,086	49,512	56,938
Senior Utility Billing Clerk	37.5	43,222	50,847	58,472
Accounts Payable Clerk	37.5	43,222	50,847	58,472
Secretary	37.5	43,964	51,723	59,481

SCHEDULE V-A									
TECHNICAL, ENGINEERING AND INSPECTION PERSONNEL									
UNION									
EFFECTIVE UPON EXECUTION FOR 2016									
TITLE	HOURS PER WEEK	MINIMUM	MIDPOINT	MAXIMUM	ADDITIONAL LONGEVITY*			20 YEARS	
					AFTER 10 YEARS	AFTER 15 YEARS	AFTER		
Community Health Nurse	30	46,796	55,055	63,314					
Police Fleet & Technical Services Coordinator	40	53,065	62,429	71,793					
Engineering Inspector	37.5	54,627	64,265	73,902	660	1,349		2,074	
Lab Property Specialist	40	55,315	65,078	74,842	668	1,367		2,102	
Associate Planner	37.5	56,869	66,904	76,940					
Community Policing Coordinator	40	60,200	70,824	81,448					
Code Enforcement Inspector	37.5	63,579	74,801	86,023	762	1,564		2,408	
Sanitarian	37.5	66,024	77,675	89,326	804	1,648		2,534	
Emergency Communication Technology Specialist	37.5	67,315	79,197	91,078	815	1,665		2,561	
Information Technology Specialist	37.5	67,315	79,197	91,078	815	1,665		2,561	
Plumbing Inspector	37.5	67,422	79,319	91,215	815	1,665		2,561	
Building Inspector	37.5	67,422	79,319	91,215	815	1,665		2,561	
Electrical Inspector	37.5	67,422	79,319	91,215	815	1,665		2,561	
Senior Planner	37.5	70,324	82,732	95,141	824	1,688		2,598	
Civil Engineer	37.5	73,537	86,516	99,495	931	1,908		2,934	
*Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.									
See City Code Section 1-8-5 (D)(4)									

SCHEDULE V-A - TIER 2

TECHNICAL, ENGINEERING AND INSPECTION PERSONNEL

UNION

EFFECTIVE UPON EXECUTION FOR 2016

TITLE	HOURS PER WEEK	MINIMUM	MIDPOINT	MAXIMUM
Community Health Nurse	30	43,287	50,926	58,565
Police Fleet & Technical Services Coordinator	40	49,085	57,747	66,409
Engineering Inspector	37.5	50,532	59,445	68,359
Lab Property Specialist	40	51,167	60,198	69,230
Associate Planner	37.5	52,604	61,887	71,170
Community Policing Coordinator	40	55,683	65,512	75,341
Code Enforcement Inspector	37.5	58,810	69,190	79,570
Sanitarian	37.5	61,071	71,849	82,626
Emergency Communication Technology Specialist	37.5	62,267	73,257	84,248
Information Technology Specialist	37.5	62,267	73,257	84,248
Plumbing Inspector	37.5	62,366	73,370	84,375
Building Inspector	37.5	62,366	73,370	84,375
Electrical Inspector	37.5	62,366	73,370	84,375
Senior Planner	37.5	65,050	76,528	88,007
Civil Engineer	37.5	68,022	80,027	92,033

SCHEDULE IV-A											
CLERICAL, ACCOUNTING AND MISCELLANEOUS PERSONNEL											
UNION											
EFFECTIVE FROM JANUARY 1, 2017 TO DECEMBER 31, 2017											
TITLE	HOURS	MINIMUM	MIDPOINT	MAXIMUM	ADDITIONAL LONGEVITY*						
	PER				AFTER	AFTER	AFTER				
	WEEK				10 YEARS	15 YEARS	20 YEARS				
Clerk	37.5	37,412	44,014	50,617	482	991	1,526				
Intermediate Clerk	37.5	40,411	47,544	54,678	493	1,012	1,556				
Senior Clerk	37.5	42,807	50,359	57,910	519	1,063	1,634				
Divisional Secretary	37.5	43,415	51,077	58,739	526	1,076	1,655				
Community Services Officer	40.0	47,876	56,324	64,773	499	1,024	1,574				
Police Records Clerk	37.5	46,180	54,329	62,477	519	1,063	1,634				
Senior Utility Billing Clerk	37.5	47,427	55,794	64,162	571	1,171	1,801				
Accounts Payable Clerk	37.5	47,427	55,794	64,162	614	1,258	1,935				
Secretary	37.5	48,242	56,755	65,267	571	1,171	1,801				
*Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.											
See City Code Section 1-8-5 (D)(4)											

SCHEDULE IV-A - TIER 2

CLERICAL, ACCOUNTING AND MISCELLANEOUS PERSONNEL

UNION

EFFECTIVE FROM JANUARY 1, 2017 TO DECEMBER 31, 2017

TITLE	HOURS PER WEEK	MINIMUM	MIDPOINT	MAXIMUM
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Clerk	37.5	34,605	40,713	46,820
Intermediate Clerk	37.5	37,379	43,978	50,578
Senior Clerk	37.5	39,598	46,583	53,567
Divisional Secretary	37.5	40,158	47,245	54,333
Community Services Officer	40.0	44,286	52,101	59,915
Police Records Clerk	37.5	42,717	50,254	57,792
Senior Utility Billing Clerk	37.5	43,870	51,609	59,349
Accounts Payable Clerk	37.5	43,870	51,609	59,349
Secretary	37.5	44,623	52,498	60,374

SCHEDULE V-A									
TECHNICAL, ENGINEERING AND INSPECTION PERSONNEL									
UNION									
EFFECTIVE FROM JANUARY 1, 2017 TO DECEMBER 31, 2017									
TITLE	HOURS PER WEEK	MINIMUM	MIDPOINT	MAXIMUM	ADDITIONAL LONGEVITY*				
					AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS		
Community Health Nurse	30	47,498	55,881	64,263					
Police Fleet & Technical Services Coordinator	40	53,861	63,366	72,870					
Engineering Inspector	37.5	55,447	65,229	75,011	660	1,349	2,074		
Lab Property Specialist	40	56,145	66,055	75,965	668	1,367	2,102		
Associate Planner	37.5	57,722	67,908	78,094					
Community Policing Coordinator	40	61,103	71,886	82,669					
Code Enforcement Inspector	37.5	64,533	75,923	87,313	762	1,564	2,408		
Sanitarian	37.5	67,014	78,840	90,666	804	1,648	2,534		
Emergency Communication Technology Specialist	37.5	68,325	80,385	92,445	815	1,665	2,561		
Information Technology Specialist	37.5	68,325	80,385	92,445	815	1,665	2,561		
Plumbing Inspector	37.5	68,434	80,509	92,583	815	1,665	2,561		
Building Inspector	37.5	68,434	80,509	92,583	815	1,665	2,561		
Electrical Inspector	37.5	68,434	80,509	92,583	815	1,665	2,561		
Senior Planner	37.5	71,379	83,973	96,568	824	1,688	2,598		
Civil Engineer	37.5	74,640	87,814	100,988	931	1,908	2,934		
*Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.									
See City Code Section 1-8-5 (D)(4)									

SCHEDULE V-A - TIER 2

TECHNICAL, ENGINEERING AND INSPECTION PERSONNEL

UNION

EFFECTIVE FROM JANUARY 1, 2017 TO DECEMBER 31, 2017

	HOURS PER WEEK	MINIMUM	MIDPOINT	MAXIMUM
TITLE	WEEK	MINIMUM	MIDPOINT	MAXIMUM
Community Health Nurse	30	43,937	51,690	59,444
Police Fleet & Technical Services Coordinator	40	49,821	58,613	67,405
Engineering Inspector	37.5	51,290	60,337	69,384
Lab Property Specialist	40	51,934	61,101	70,268
Associate Planner	37.5	53,394	62,815	72,237
Community Policing Coordinator	40	56,519	66,495	76,471
Code Enforcement Inspector	37.5	59,692	70,228	80,764
Sanitarian	37.5	61,987	72,926	83,865
Emergency Communication Technology Specialist	37.5	63,201	74,356	85,512
Information Technology Specialist	37.5	63,201	74,356	85,512
Plumbing Inspector	37.5	63,301	74,471	85,640
Building Inspector	37.5	63,301	74,471	85,640
Electrical Inspector	37.5	63,301	74,471	85,640
Senior Planner	37.5	66,026	77,676	89,327
Civil Engineer	37.5	69,042	81,228	93,414

SCHEDULE IV-A

CLERICAL, ACCOUNTING AND MISCELLANEOUS PERSONNEL

UNION

EFFECTIVE FROM JANUARY 1, 2018 TO DECEMBER 31, 2018

TITLE	HOURS		MINIMUM	MIDPOINT	MAXIMUM	ADDITIONAL LONGEVITY*		
	PER	WEEK				AFTER	AFTER	AFTER
						10 YEARS	15 YEARS	20 YEARS
Clerk	37.5	38,160	44,895	51,629	482	991	1,526	
Intermediate Clerk	37.5	41,219	48,495	55,772	493	1,012	1,556	
Senior Clerk	37.5	43,663	51,366	59,068	519	1,063	1,634	
Divisional Secretary	37.5	44,283	52,098	59,913	526	1,076	1,655	
Community Services Officer	40.0	48,833	57,451	66,069	499	1,024	1,574	
Police Records Clerk	37.5	47,104	55,415	63,727	519	1,063	1,634	
Senior Utility Billing Clerk	37.5	48,375	56,910	65,445	571	1,171	1,801	
Accounts Payable Clerk	37.5	48,375	56,910	65,445	614	1,258	1,935	
Secretary	37.5	49,207	57,890	66,573	571	1,171	1,801	

*Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.

See City Code Section 1-8-5 (D)(4)

SCHEDULE IV-A - TIER 2

CLERICAL, ACCOUNTING AND MISCELLANEOUS PERSONNEL

UNION

EFFECTIVE FROM JANUARY 1, 2018 TO DECEMBER 31, 2018

HOURS

PER

WEEK MINIMUM MIDPOINT MAXIMUM

Clerk	37.5	35,297	41,527	47,757
Intermediate Clerk	37.5	38,127	44,858	51,589
Senior Clerk	37.5	40,390	47,514	54,639
Divisional Secretary	37.5	40,961	48,190	55,419
Community Services Officer	40.0	45,172	53,143	61,114
Police Records Clerk	37.5	43,571	51,260	58,948
Senior Utility Billing Clerk	37.5	44,747	52,642	60,536
Accounts Payable Clerk	37.5	44,747	52,642	60,536
Secretary	37.5	45,516	53,548	61,581

SCHEDULE V-A									
TECHNICAL, ENGINEERING AND INSPECTION PERSONNEL									
UNION									
EFFECTIVE FROM JANUARY 1, 2018 TO DECEMBER 31, 2018									
TITLE	HOURS PER WEEK	MINIMUM	MIDPOINT	MAXIMUM	ADDITIONAL LONGEVITY* AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS		
Community Health Nurse	30	48,448	56,998	65,549					
Police Fleet & Technical Services Coordinator	40	54,938	64,633	74,328					
Engineering Inspector	37.5	56,556	66,533	76,511	660	1,349	2,074		
Lab Property Specialist	40	57,268	67,376	77,484	668	1,367	2,102		
Associate Planner	37.5	58,877	69,266	79,656					
Community Policing Coordinator	40	62,325	73,324	84,323					
Code Enforcement Inspector	37.5	65,823	77,441	89,060	762	1,564	2,408		
Sanitarian	37.5	68,355	80,417	92,479	804	1,648	2,534		
Emergency Communication Technology Specialist	37.5	69,691	81,992	94,293	815	1,665	2,561		
Information Technology Specialist	37.5	69,691	81,992	94,293	815	1,665	2,561		
Plumbing Inspector	37.5	69,802	82,119	94,435	815	1,665	2,561		
Building Inspector	37.5	69,802	82,119	94,435	815	1,665	2,561		
Electrical Inspector	37.5	69,802	82,119	94,435	815	1,665	2,561		
Senior Planner	37.5	72,807	85,653	98,499	824	1,688	2,598		
Civil Engineer	37.5	76,133	89,570	103,008	931	1,908	2,934		
*Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.									
See City Code Section 1-8-5 (D)(4)									

SCHEDULE V-A - TIER 2

TECHNICAL, ENGINEERING AND INSPECTION PERSONNEL

UNION

EFFECTIVE FROM JANUARY 1, 2018 TO DECEMBER 31, 2018

TITLE	HOURS PER WEEK	MINIMUM	MIDPOINT	MAXIMUM
Community Health Nurse	30	44,815	52,724	60,632
Police Fleet & Technical Services Coordinator	40	50,818	59,785	68,753
Engineering Inspector	37.5	52,316	61,544	70,772
Lab Property Specialist	40	52,973	62,323	71,673
Associate Planner	37.5	54,461	64,072	73,682
Community Policing Coordinator	40	57,649	67,825	78,001
Code Enforcement Inspector	37.5	60,886	71,633	82,379
Sanitarian	37.5	63,227	74,385	85,543
Emergency Communication Technology Specialist	37.5	64,465	75,843	87,222
Information Technology Specialist	37.5	64,465	75,843	87,222
Plumbing Inspector	37.5	64,567	75,960	87,353
Building Inspector	37.5	64,567	75,960	87,353
Electrical Inspector	37.5	64,567	75,960	87,353
Senior Planner	37.5	67,346	79,230	91,113
Civil Engineer	37.5	70,423	82,852	95,282

SCHEDULE IV-A

CLERICAL, ACCOUNTING AND MISCELLANEOUS PERSONNEL

UNION

EFFECTIVE FROM JANUARY 1, 2019 TO DECEMBER 31, 2019

TITLE	HOURS PER WEEK	MINIMUM	MIDPOINT	MAXIMUM	ADDITIONAL LONGEVITY*		
					AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Clerk	37.5	38,828	45,680	52,533	482	991	1,526
Intermediate Clerk	37.5	41,940	49,344	56,748	493	1,012	1,556
Senior Clerk	37.5	44,428	52,265	60,102	519	1,063	1,634
Divisional Secretary	37.5	45,058	53,010	60,962	526	1,076	1,655
Community Services Officer	40.0	49,688	58,456	67,225	499	1,024	1,574
Police Records Clerk	37.5	47,928	56,385	64,842	519	1,063	1,634
Senior Utility Billing Clerk	37.5	49,222	57,906	66,590	571	1,171	1,801
Accounts Payable Clerk	37.5	49,222	57,906	66,590	614	1,258	1,935
Secretary	37.5	50,068	58,903	67,738	571	1,171	1,801

*Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.

See City Code Section 1-8-5 (D)(4)

SCHEDULE IV-A - TIER 2

CLERICAL, ACCOUNTING AND MISCELLANEOUS PERSONNEL

UNION

EFFECTIVE FROM JANUARY 1, 2019 TO DECEMBER 31, 2019

HOURS

PER

WEEK MINIMUM MIDPOINT MAXIMUM

Clerk	37.5	35,915	42,254	48,593
Intermediate Clerk	37.5	38,794	45,643	52,492
Senior Clerk	37.5	41,097	48,346	55,595
Divisional Secretary	37.5	41,678	49,034	56,389
Community Services Officer	40.0	45,962	54,073	62,183
Police Records Clerk	37.5	44,334	52,157	59,979
Senior Utility Billing Clerk	37.5	45,530	53,563	61,595
Accounts Payable Clerk	37.5	45,530	53,563	61,595
Secretary	37.5	46,312	54,485	62,659

SCHEDULE V-A									
TECHNICAL, ENGINEERING AND INSPECTION PERSONNEL									
UNION									
EFFECTIVE FROM JANUARY 1, 2019 TO DECEMBER 31, 2019									
TITLE	HOURS PER WEEK	MINIMUM	MIDPOINT	MAXIMUM	10 YEARS AFTER	15 YEARS AFTER	20 YEARS AFTER	ADDITIONAL LONGEVITY*	
Community Health Nurse	30	49,295	57,996	66,696					
Police Fleet & Technical Services Coordinator	40	55,900	65,764	75,628					
Engineering Inspector	37.5	57,545	67,698	77,850	660	1,349	2,074		
Lab Property Specialist	40	58,270	68,555	78,840	668	1,367	2,102		
Associate Planner	37.5	59,907	70,478	81,050					
Community Policing Coordinator	40	63,416	74,607	85,798					
Code Enforcement Inspector	37.5	66,975	78,797	90,618	762	1,564	2,408		
Sanitarian	37.5	69,551	81,824	94,097	804	1,648	2,534		
Emergency Communication Technology Specialist	37.5	70,911	83,427	95,944	815	1,665	2,561		
Information Technology Specialist	37.5	70,911	83,427	95,944	815	1,665	2,561		
Plumbing Inspector	37.5	71,024	83,556	96,088	815	1,665	2,561		
Building Inspector	37.5	71,024	83,556	96,088	815	1,665	2,561		
Electrical Inspector	37.5	71,024	83,556	96,088	815	1,665	2,561		
Senior Planner	37.5	74,081	87,152	100,223	824	1,688	2,598		
Civil Engineer	37.5	77,465	91,138	104,810	931	1,908	2,934		
*Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.									
See City Code Section 1-8-5 (D)(4)									

SCHEDULE V-A - TIER 2

TECHNICAL, ENGINEERING AND INSPECTION PERSONNEL

UNION

EFFECTIVE FROM JANUARY 1, 2019 TO DECEMBER 31, 2019

TITLE	HOURS PER WEEK	MINIMUM	MIDPOINT	MAXIMUM
Community Health Nurse	30	45,600	53,647	61,693
Police Fleet & Technical Services Coordinator	40	51,707	60,832	69,956
Engineering Inspector	37.5	53,231	62,621	72,011
Lab Property Specialist	40	53,900	63,414	72,928
Associate Planner	37.5	55,414	65,193	74,971
Community Policing Coordinator	40	58,658	69,012	79,366
Code Enforcement Inspector	37.5	61,952	72,886	83,821
Sanitarian	37.5	64,333	75,687	87,040
Emergency Communication Technology Specialist	37.5	65,593	77,171	88,748
Information Technology Specialist	37.5	65,593	77,171	88,748
Plumbing Inspector	37.5	65,697	77,290	88,882
Building Inspector	37.5	65,697	77,290	88,882
Electrical Inspector	37.5	65,697	77,290	88,882
Senior Planner	37.5	68,525	80,616	92,708
Civil Engineer	37.5	71,655	84,302	96,949

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, NOVEMBER 21, 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, November 21, 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, Financial Analyst Kolodziej, Director of Community and Economic Development McMahon, Economic Development Coordinator Pruss, Fire Chief Wax, Director of Human Resources Light, Police Chief Kushner, Director of Public Works and Engineering Oakley, and General Counsel Friedman.

PRAYER AND PLEDGE:

The opening prayer was given by City Clerk Ludwig, followed by the Pledge of Allegiance to the Flag of the United States of America.

CITIZEN PART.:

Ms. Teri Collins, Executive Director of Maine Community Youth Assistance Foundation (MCYAF) addressed the City Council urging the return of a permanent drug disposal box.

Resident John Malloy addressed the City Council complimenting the repaving work done on Cambridge and commenting on Affirmative Fair Housing rules.

CITY CLERK ANNOUNCEMENTS:

City Clerk Ludwig made various community announcements and stated that City Hall is closed Thursday, November 24 and Friday, November 25 in observance of Thanksgiving Day.

CONSENT AGENDA:

Moved by Rodd, and seconded by Haugeberg, to establish the Consent Agenda, except for Items 3 and 3a. Motion declared carried.

Moved by Sayad, and seconded by Chester, to approve Consent Agenda. Upon roll call, the vote was:

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

NAYS: 0-None

ABSENT: 1-Bookman

Motion declared carried.

Staff recommendations and requests were approved; Ordinances M-56-16 and M-57-16 were placed on First Reading; and Resolutions R-176-16, and R-177-16 were adopted. Ordinances M-33-16, M-34-16, M-35-16, M-36-16, M-37-16, M-38-16, M-39-16, M-40-16, M-41-16, M-42-16, M-43-16, M-44-16, M-45-16, M-46-16, M-47-16, M-48-16, M-49-16, M-50-16, M-51-16, M-52-16, M-54-16, Z-27-16 and Z-28-16 were adopted.

APPROVE NEW CLASS A LIQ. LIC./ 598 POTTER ROAD:
Consent Agenda

Moved by Sayad, and seconded by Chester, to concur with Staff recommendation to approve a New Class A Tavern Liquor License for La Donita Restaurant, Inc., 598 Potter Road, Des Plaines, Illinois; and further recommend to place on First Reading Ordinance M-56-16, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS A LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

Ordinance M-56-16

APPROVE NEW CLASS B1 LIQ. LIC./ 1045 OAKTON STREET:
Consent Agenda

Moved by Sayad, and seconded by Chester, to concur with Staff recommendation to approve a New Class B1 Bulk Sales Liquor License for Sam’s Farmers Market LLC, 1045 Oakton Street, Des Plaines, Illinois; and further recommend to place on First Reading Ordinance M-57-16, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS B1 LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

Ordinance M-57-16

APPROVE RENEWAL/ LOBBYIST SVCS. CONTRACT:

Discussion was held.

Resolution R-175-16

Moved by Smith, seconded by Charewicz, to approve renewal of Lobbyist Services contract with Alfred G. Ronan, Ltd., 328 S. Oak Park Avenue, Oak Park, Illinois from 12/1/2016 to 11/30/2017 in the amount of \$5,000.00 per month (Budgeted Funds – Legislative/Professional Services); and adopt Resolution R-175-16, A RESOLUTION APPROVING AN AGREEMENT WITH ALFRED G. RONAN, LTD., FOR INTERGOVERNMENTAL AND LEGISLATIVE ADVOCACY SERVICES. Upon roll call, the vote was:
AYES: 7-Haugeberg, Robinson, Rodd,
Brookman, Chester, Smith, Charewicz
NAYS: 1-Sayad
ABSENT: 0-None
Motion declared carried.

APPROVE MASTER CONTRACT/ ENG. SVCS.:
Consent Agenda

Moved by Sayad, and seconded by Chester, to concur with Staff recommendation to approve Master Contract with Haeger Engineering, LLC, 100 East State Parkway, Schaumburg, IL 60173 for Engineering Services; and further recommend to adopt Resolution R-176-16, A RESOLUTION APPROVING A MASTER CONTRACT WITH HAEGER ENGINEERING, LLC, FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-176-16

APPROVE

Moved by Sayad, and seconded by Chester, to concur with Staff recommendation to approve Des Plaines River Road Streetscape Enhancements – Engineering

**DES PLAINES
RIVER RD.
STREETScape
ENHANCEMENTS/
ENG. SVCS. TASK
ORDER NO. 6:**

**Consent
Agenda**

Services Task Order No. 6 in the not-to-exceed amount of \$83,375.00 (Budgeted Funds – Capital Project Funds); and further recommend to adopt Resolution R-177-16, A RESOLUTION APPROVING TASK ORDER NO. 6 WITH CHRISTOPHER B. BURKE ENGINEERING, LTD., FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-177-16**

**ORDINANCE
M-33-16
ABATEMENT/
YEAR 2007A &
2007B
GO BONDS:**

**Consent
Agenda**

Moved by Sayad, and seconded by Chester, to authorize abatement of Year 2007A in the amount of \$374,220.00 as provided in Ordinance M-60-07; and adopt Ordinance M-33-16, AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2016 TAX LEVY FOR THE 2007 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2007A. Motion declared carried as approved unanimously under Consent Agenda.

**ORDINANCE
M-34-16
ABATEMENT/
YEAR 2008A
GO BONDS:**

**Consent
Agenda**

Moved by Sayad, and seconded by Chester, to authorize abatement of Year 2008A General Obligation Refunding Bonds in the amount of \$127,995.00 as provided in Ordinance M-8-08; and adopt Ordinance M-34-16, AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2016 TAX LEVY FOR THE 2008 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2008A. Motion declared carried as approved unanimously under Consent Agenda.

**ORDINANCE
M-35-16
ABATEMENT/
YEAR 2009A
GO BONDS:**

**Consent
Agenda**

Moved by Sayad, and seconded by Chester, to authorize abatement of Year 2009A General Obligation Refunding Bonds in the amount of \$375,000.00 as provided in Ordinance M-38-09; and adopt Ordinance M-35-16, AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2016 TAX LEVY FOR THE 2009 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009A. Motion declared carried as approved unanimously under Consent Agenda.

**ORDINANCE
M-36-16
ABATEMENT/
YEAR 2009B
GO BONDS:**

**Consent
Agenda**

Moved by Sayad, and seconded by Chester, to authorize abatement of Year 2009B General Obligation Refunding Bonds in the amount of \$214,500.00 as provided in Ordinance M-41-09; and adopt Ordinance M-36-16, AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2016 TAX LEVY FOR THE 2009 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2009B. Motion declared carried as approved unanimously under Consent Agenda.

**ORDINANCE
M-37-16
ABATEMENT/
YEAR 2010A &
2010B
GO BONDS:**

Moved by Sayad, and seconded by Chester, to authorize abatement of Year 2010A General Obligation Refunding Bonds in the amount of \$156,003.76 and 2010B General Obligation Refunding Bonds in the amount of \$365,000.00 as

**YEAR 2010A &
2010B
GO BONDS:**
Consent
Agenda

provided in Ordinance M-44-09; and adopt Ordinance M-37-16, AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2016 TAX LEVY FOR THE 2010 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010A AND SERIES 2010B. Motion declared carried as approved unanimously under Consent Agenda.

**ORDINANCE
M-38-16
ABATEMENT/
YEAR 2011
GO BONDS:**
Consent
Agenda

Moved by Sayad, and seconded by Chester, to authorize abatement of Year 2011 General Obligation Refunding Bonds in the amount of \$489,162.50 as provided in Ordinance M-59-11; and adopt Ordinance M-38-16, AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2016 TAX LEVY FOR THE 2011 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011. Motion declared carried as approved unanimously under Consent Agenda.

**ORDINANCE
M-39-16
ABATEMENT/
YEAR 2012
GO BONDS:**
Consent
Agenda

Moved by Sayad, and seconded by Chester, to authorize abatement of Year 2012 General Obligation Refunding Bonds in the amount of \$501,425.00 as provided in Ordinance M-57-12; and adopt Ordinance M-39-16, AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2016 TAX LEVY FOR THE 2012 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012. Motion declared carried as approved unanimously under Consent Agenda.

**ORDINANCE
M-40-16
ABATEMENT/
YEAR 2013
GO BONDS:**
Consent
Agenda

Moved by Sayad, and seconded by Chester, to authorize abatement of Year 2013 Taxable General Obligation Refunding Bonds in the amount of \$1,182,970.00 as provided in Ordinance M-55-13; and adopt Reading Ordinance M-40-16, AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2016 TAX LEVY FOR THE 2013 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013. Motion declared carried as approved unanimously under Consent Agenda.

**ORDINANCE
M-41-16
ABATEMENT/
YEAR 2014A AND
2014B GO BONDS:**
Consent
Agenda

Moved by Sayad, and seconded by Chester, to authorize abatement of Year 2014 Taxable General Obligation Refunding Bonds, Series 2015A and 2015B in the amounts of \$271,325.00 and \$1,228,462.50, respectively, as provided in Ordinance M-28-14; and adopt Ordinance M-41-16, AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2016 TAX LEVY FOR THE 2014 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A AND 2014 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B. Motion declared carried as approved unanimously under Consent Agenda.

**ORDINANCE
M-42-16
YEAR 2016
TAX LEVY/
SPECIAL SVC.
AREA #5:**
Consent
Agenda

Moved by Sayad, and seconded by Chester, to approve Year 2016 Tax Levy for Special Service Area Number Five (Westfield Lane Water Main) in the amount of \$3,782.00, as provided in Ordinance M-30-03; and adopt Ordinance M-42-16, AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER FIVE OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

ORDINANCE
M-43-16
YEAR 2016
TAX LEVY/
SPECIAL SVC.
AREA #6:
Consent
Agenda

Moved by Sayad, and seconded by Chester, to approve Year 2016 Tax Levy for Special Service Area Number Six (Parking Lot Improvement, 2150-2172 Chestnut Street) in the amount of \$981.00, as provided in Ordinance M-73-04; and adopt Ordinance M-43-16, AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER SIX OF THE CITY OF DES PLAINES, COOK COUNTY. Motion declared carried as approved unanimously under Consent Agenda.

ORDINANCE
M-44-16
YEAR 2016
TAX LEVY/
SPECIAL SVC.
AREA #7:
Consent
Agenda

Moved by Sayad, and seconded by Chester, to approve Year 2016 Tax Levy for Special Service Area Number Seven (Woodland Townhomes Parking Lot) in the amount of \$12,000.00, as provided in Ordinance M-35-05; and adopt Ordinance M-44-16, AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER SEVEN OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

ORDINANCE
M-45-16
YEAR 2016
TAX LEVY/
SPECIAL SVC.
AREA #8:
Consent
Agenda

Moved by Sayad, and seconded by Chester, to approve Year 2016 Tax Levy for Special Service Area Number Eight (Crabtree Lane Curbs and Gutters) in the amount of \$4,200.00, as provided in Ordinance M-19-06; and adopt Ordinance M-45-16, AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER EIGHT OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

ORDINANCE
M-46-16
YEAR 2016
TAX LEVY/
SPECIAL SVC.
AREA #9:
Consent
Agenda

Moved by Sayad, and seconded by Chester, to approve Year 2016 Tax Levy for Special Service Area Number Nine (624-640 West Algonquin Road Parking Lot) in the amount of \$2,315.00, as provided in Ordinance M-20-07; and adopt Ordinance M-46-16, AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER NINE OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

ORDINANCE
M-47-16
YEAR 2016
TAX LEVY/
SPECIAL SVC.
AREA #10:
Consent
Agenda

Moved by Sayad, and seconded by Chester, to approve Year 2016 Tax Levy for Special Service Area Number Ten (642-658 West Algonquin Road Parking Lot Improvements) in the amount of \$2,936.00, as provided in Ordinance M-21-07; and adopt Ordinance M-47-16, AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER TEN OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

ORDINANCE
M-48-16
YEAR 2016
TAX LEVY/

Moved by Sayad, and seconded by Chester, to approve Year 2016 Tax Levy for Special Service Area Number Eleven (138, 158, 273, 283, 170 and 180 Drake Lane Rear Yard Drainage Improvements) in the amount of \$2,096.00, as provided in Ordinance M-25-11; and adopt Ordinance M-48-16, AN

SPECIAL SVC.
AREA #11:
Consent
Agenda

ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER ELEVEN OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

ORDINANCE
M-49-16
YEAR 2016
TAX LEVY/
SPECIAL SVC.
AREA #12:
Consent
Agenda

Moved by Sayad, and seconded by Chester, to approve Year 2016 Tax Levy for Special Service Area Number Twelve (948 and 956 Greenview Avenue Rear Yard Drainage Improvements) in the amount of \$979.00, as provided in Ordinance M-36-11; and adopt Ordinance M-49-16, AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER TWELVE OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

ORDINANCE
M-50-16
YEAR 2016
TAX LEVY/
SPECIAL SVC.
AREA #13:
Consent
Agenda

Moved by Sayad, and seconded by Chester, to approve Year 2016 Tax Levy for Special Service Area Number Thirteen (1318, 1330 and 1340 Phoenix Drive and 1325 and 1335 Miami Lane Rear Yard Drainage Improvements) in the amount of \$1,566.00, as provided in Ordinance M-37-11; and adopt Ordinance M-50-16, AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER THIRTEEN OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

ORDINANCE
M-51-16
YEAR 2016
TAX LEVY/
SPECIAL SVC.
AREA #14:
Consent
Agenda

Moved by Sayad, and seconded by Chester, to approve Year 2016 Tax Levy for Special Service Area Number Fourteen (Rear Yard Drainage Improvements at 2132, 2140 and 2148 Plainfield Drive), in the amount of \$2,171.00, as provided in Ordinance M-31-12; and adopt Ordinance M-51-16, AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER FOURTEEN OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

ORDINANCE
M-52-16
YEAR 2016
SPECIAL SVC.
AREA #15:
Consent
Agenda

Moved by Sayad, and seconded by Chester, to approve Year 2016 Tax Levy for Special Service Area Number Fifteen (Rear Yard Drainage Improvements at 345 and 353 Ardmore Road), in the amount of \$1,643.00, as provided in Ordinance M-30-14; and adopt Ordinance M-52-16, AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NUMBER FIFTEEN OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

ORDINANCE
M-54-16
PERSONAL
PROPERTY
SURPLUS/
AMBULANCE/
FIRE DEPT.:
Consent
Agenda

Moved by Sayad, and seconded by Chester, to adopt Ordinance M-54-16, AN ORDINANCE DECLARING PERSONAL PROPERTY OWNED BY THE CITY OF DES PLAINES AS SURPLUS. Motion declared carried as approved unanimously under Consent Agenda.

ORDINANCE
Z-27-16
PURCHASE/
SALE AGR. FOR
CITY OWNED
LAND/
ELLINWOOD
AVENUE:
Consent
Agenda

Moved by Sayad, and seconded by Chester, to adopt Ordinance Z-27-16, AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY TO OPUS DEVELOPMENT. Motion declared carried.

ORDINANCE
Z-28-16
VACATE PUBLIC
LAND/
ELLINWOOD
AVENUE:
Consent
Agenda

Moved by Sayad, and seconded by Chester, to adopt Ordinance Z-28-16, AN ORDINANCE VACATING AND ABROGATING A PUBLIC EASEMENT OVER PROPERTY LOCATED ON ELLINWOOD STREET. 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 and seconded by Chester, to recommend to the City Council approval of the November 21, 2016 – Warrant Register, in the total amount of \$3,899,735.91; and further recommend that Resolution R-178-16 be adopted at appropriate time this evening. Motion declared carried.

COMMUNITY DEVELOPMENT – Alderman Charewicz, Chair

TEXT
AMENDMENT/
PUD/
REGULATIONS –
ELECTRONIC
MESSAGE
BOARD:

Economic Development Coordinator Pruss reviewed her Memorandum of November 1, 2016 regarding City initiated Text Amendments which are proposed to amend the sign regulations for electronic message boards (Section 12-11-6), and to permit a Planned Unit Development in the R-1 zone (Section 12-3-5.B.3.a), of Title 12 of the Des Plaines City Code (the City of Des Plaines 1998 Zoning Ordinance, as amended). Ms. Pruss answered questions from the Aldermen.

Moved by Rodd, seconded by Sayad, to recommend to the City Council approval of Ordinance Z-29-16 at appropriate time this evening. Motion declared carried.

Moved by Rodd, seconded by Brookman, to recommend to the City Council approval of Ordinance Z-30-16 at appropriate time this evening. Motion declared carried.

CLASS 6b
RENEWAL/
1333-1347 SOUTH
MT. PROSPECT
RD.:

Economic Development Coordinator Pruss reviewed her Memorandum of March 23, 2016 regarding an application from The James Campbell Company, LLC requesting a City resolution in support of its Class 6b Tax Incentive renewal application. The subject property was granted a Class 6b property tax incentive beginning in 2007 based on New Construction. Tax year 2016 is the tenth year in which the subject property is classified as a Class 6b property, and the property taxes will begin to revert from the 10% assessment level back to the 25% assessment level. The County permits the renewal of the Class 6b incentive with the support of the local municipality. Ms. Pruss and General Counsel Friedman answered questions from the Aldermen.

Discussion was held.

Ms. Sydni Roberson of James Campbell Company LLC, Mr. Ronald Behm of Colliers International, and Attorney Brian Liston appeared before the Committee of the Whole answering questions from the Aldermen.

Moved by Sayad, seconded by Brookman, to extend the Class 6b from the end of the first Class 6b, subject to a lease and direct Staff to prepare a resolution at appropriate time this evening.

Moved by Haugeberg, seconded by Chester, to adopt a substitute motion to direct Staff to prepare a Resolution at appropriate time this evening. Motion declared carried. Alderman Sayad did not agree.

LEGAL AND LICENSING – Alderman Haugeberg, Chair

RESIDENCY FOR
DEPARTMENT
DIRECTORS:

Discussion was held.

Moved by Brookman, seconded by Sayad, to direct Staff to prepare a Resolution requiring the City Manager, Fire Chief and Police Chief to reside in the City. Motion declared failed. Aldermen Haugeberg, Sayad, Brookman and Chester agreed. Aldermen Robinson, Rodd, Smith and Charewicz did not agree.

Moved by Brookman, seconded by Sayad, to place the referendum question of residency for the City Manager, Fire Chief and Police Chief to reside in the City on the April 4, 2017 ballot. Upon roll call, the vote was:

AYES: 4-Haugeberg, Sayad,
 Brookman, Chester,

NAYS: 4-Robinson, Rodd,
 Smith, Charewicz

ABSENT: 0-None

Motion declared failed.

RESIDENCY FOR DEPARTMENT DIRECTORS:
(Cont'd)

Moved by Brookman, seconded by Sayad, to adopt a substitute motion to place a referendum question of residency for Directors of all 7 departments on the April 4, 2017 ballot. Upon roll call, the vote was:
AYES: 4-Haugeberg, Sayad,
Brookman, Chester,
NAYS: 4-Robinson, Rodd,
Smith, Charewicz
ABSENT: 0-None
Motion declared failed.

INTERNAL INVESTIGATION – ETHICS CODE VIOLATION:

Chairman Haugeberg reviewed the information packet provided in consideration of an internal investigation regarding an Ethics Code violation and Resolution R-179-16.

Discussion was held.

Moved by Sayad, seconded by Robinson, to recommend to the City Council approval of Resolution R-179-16 at the appropriate time this evening. 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.

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

UNFINISHED BUSINESS:

ORDINANCE M-28-16 AMEND CITY CODE/ CODE OF ETHICS:

Discussion was held.
Moved by Sayad, and seconded by Haugeberg, to adopt Ordinance M-28-16, AMENDING CHAPTER 9 OF TITLE 1 OF THE CITY OF DES PLAINES CITY CODE. Upon roll call, the vote was:
AYES: 7-Haugeberg, Robinson, Rodd, Sayad,
Brookman, Chester, Smith
NAYS: 1-Charewicz
ABSENT: 0-None
Motion declared carried.

AMEND CITY CODE/ OCCASIONAL RESIDENTIAL SALES:

Moved by Haugeberg, seconded by Chester, to place on First Reading Ordinance M-31-16, AN ORDINANCE AMENDING CHAPTER 3 OF TITLE 4 OF THE CITY OF DES PLAINES CITY CODE. Upon roll call, the vote was:
AYES: 8-Haugeberg, Robinson, Rodd, Sayad,
Brookman, Chester, Smith, Charewicz
NAYS: 0-None

Ordinance ABSENT: 0-None
M-31-16 Motion declared carried.

NEW BUSINESS:

WARRANT
REGISTER:

Resolution
R-178-16

Moved by Smith, seconded by Chester, to concur with recommendation of Committee of the Whole to adopt Resolution R-178-16, 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: \$3,899,735.91. 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.

TEXT
AMENDMENT/
REGULATIONS –
ELECTRONIC
MESSAGE
BOARD:

Ordinance
Z-29-16

Moved by Charewicz, seconded by Sayad, to concur with recommendation of Committee of the Whole to place on First Reading Ordinance Z-29-16, AN ORDINANCE AMENDING THE TEXT OF THE CITY ZONING ORDINANCE REGARDING ELECTRONIC MESSAGE BOARDS (CASE #16-071-TA). Motion declared carried.

TEXT
AMENDMENT/
PUD:

Ordinance
Z-30-16

Moved by Charewicz, seconded by Sayad, to concur with recommendation of Committee of the Whole to place on First Reading Ordinance Z-30-16, AN ORDINANCE AMENDING THE TEXT OF THE CITY ZONING ORDINANCE REGARDING PLANNED UNIT DEVELOPMENT STANDARDS (CASE# 16-045-TA). Motion declared carried. Alderman Haugeberg did not agree.

INTERNAL
INVESTIGATION
– ETHICS CODE
VIOLATION:

Resolution
R-179-16

Moved by Haugeberg, seconded by Robinson, to concur with recommendation of Committee of the Whole to adopt Resolution R-179-16, A RESOLUTION APPROVING THE RETENTION OF HILLARD HEINTZE LLC TO CONDUCT ETHICS INVESTIGATION. 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.

ADJOURNMENT:

There being no further business, the meeting adjourned at 10:50 p.m.

Gloria J. Ludwig, MMC – CITY CLERK

APPROVED BY ME THIS _____

DAY OF _____, 2017

Matthew J. Bogusz, MAYOR

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, DECEMBER 5, 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, December 5, 2016.

ROLL CALL:

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

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

PRAYER AND PLEDGE:

The opening prayer was given by Dedry Johnson of the Des Plaines Baha'i, followed by the Pledge of Allegiance to the Flag of the United States of America.

CITIZEN PART.:

Ms. Fran Volpe addressed the City Council commenting on the issues of Syrian refugees and Section 8 housing.

Resident Danny Gillespie addressed the City Council commenting on the Lee Street roadway construction and the street where he lives.

PUBLIC HEARING/ CDBG PY 2015 CAPER:

MINUTES OF THE PUBLIC HEARING HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, DECEMBER 5, 2016

Mayor Bogusz called the Public Hearing to order at 7:11 p.m. The Public Hearing was being held pursuant to legal notice regarding the CDBG PY2015 Consolidated Annual Performance and Evaluation Report (CAPER). The 15-day public comment period for the CAPER began November 18, 2016, following a legal notice published in the Journal and Topics on November 4, 2016.

Economic Development Coordinator Pruss reviewed her Memorandum dated November 21, 2016 regarding the CAPER and answered questions from the Aldermen.

There were no comments or questions from the public.

The Public Hearing was adjourned at 7:14 p.m.

PUBLIC HEARING/

MINUTES OF THE PUBLIC HEARING HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, DECEMBER 5, 2016

**PROPOSED 2016
PROPERTY TAX
LEVY:**

Mayor Bogusz called the Public Hearing to order at 7:14 p.m. The Public Hearing was being held pursuant to legal notice regarding the Proposed 2016 Property Tax Levy.

Assistant City Manager/Director of Finance reviewed her Memorandum dated November 15, 2016 regarding the 2016 Property Tax Levy and answered questions from the Aldermen.

There were no comments or questions from the public.

The Public Hearing was adjourned at 7:15 p.m.

The City Council reconvened at 7:16 p.m.

**CITY CLERK
ANNOUNCEMENTS:**

City Clerk Ludwig made various community announcements and reminded everyone that the 2017 Election Candidate Filing Period is from December 12 – 19, 2016; petitions are to be filed in the City Clerk’s Office.

**CONSENT
AGENDA:**

Items 5 and 5a, Lease Agreement with the City of Des Plaines and Petitioner New Cingular Wireless PCS, LLC for 195 West Oakton Street and Resolution R-186-16 were removed from the Agenda at the request of the Petitioner.

Moved by Haugeberg, seconded by Chester, to establish the Consent Agenda, except for Items 5 and 5a. Motion declared carried.

Moved by Haugeberg, and seconded by Chester, to approve Consent Agenda. Upon roll call, the vote was:

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

NAYS: 0-None

ABSENT: 1-Brookman

Motion declared carried.

Minutes were approved; Staff recommendations and requests were approved; Ordinances M-53-16 was placed on First Reading; and Resolutions R-163-16, R-180-16, R-181-16, R-186-16, and R-187-16 were adopted. Ordinances M-31-16, M-56-16, M-57-16 and Z-29-16 were adopted.

**AMEND CITY
CODE/
SMALL CELL
FACILITIES:**

**Consent
Agenda**

**Ordinance
M-53-16**

Moved by Haugeberg, and seconded by Chester, to concur with Staff recommendation to amend Chapter 5 of Title 9 of the Des Plaines City Code regarding Small Cell Facilities in the City’s Right of Way; and further recommend to place on First Reading Ordinance M-53-16, AN ORDINANCE AMENDING CHAPTER 5 OF TITLE 9 OF THE DES PLAINES CITY CODE TO REGULATE SMALL CELL WIRELESS TELECOMMUNICATION FACILITIES. Motion declared carried as approved unanimously under Consent Agenda.

**REJECT SOLE
BID/ APPROVE
PURCHASE/
PUMPER TRUCK/
FIRE DEPT.:**

**Consent
Agenda**

**Resolution
R-163-16**

Moved by Haugeberg, and seconded by Chester, to concur with Staff recommendation to reject sole sealed bid received for a Fire Pumper Truck and approve the purchase of a Fire Pumper Truck through the HGACBuy Purchasing Cooperative from Pierce Manufacturing, Inc., 2600 American Drive, Appleton, Wisconsin in the amount of \$612,185.00 (Budgeted Funds – Vehicle Replacement Fund); and further recommend to adopt Resolution R-163-16, A RESOLUTION APPROVING A PURCHASE CONTRACT BETWEEN THE CITY OF DES PLAINES AND PIERCE MANUFACTURING FOR THE PURCHASE OF A PUMPER FIRE APPARATUS. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE CDBG
PY2015 CAPER:**

**Consent
Agenda**

**Resolution
R-180-16**

Moved by Haugeberg, and seconded by Chester, to concur with Staff recommendation to approve Community Development Block Grant (CDBG) Program Year (PY) 2015 Consolidated Annual Performance Evaluation Report (CAPER); and further recommend to adopt Resolution R-180-16, A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR PROGRAM YEAR 2015. Motion declared carried as approved unanimously under Consent Agenda.

**ADOPT IDOT
RESOLUTION/
CONSTR. ON
STATE
HIGHWAYS:**

**Consent
Agenda**

**Resolution
R-181-16**

Moved by Haugeberg, and seconded by Chester, to concur with Staff recommendation to adopt Illinois Department of Transportation (IDOT) Resolution for Construction on State Highways; and further recommend to adopt Resolution R-181-16, A RESOLUTION REGARDING PERMITS GRANTED BY THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF STREET IMPROVEMENTS ON STATE HIGHWAYS MAINTAINED BY THE CITY. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE LEASE
AGR./ 195 WEST
OAKTON ST.:**

**Consent
Agenda**

**Resolution
R-186-16**

This item was removed from the Consent Agenda at the request of Petitioner New Cingular Wireless PCS, LLC.

**ACCEPT
PROPERTY
APPRAISALS/
FEMA GRANT
1935/ MWRDGC:**

**Consent
Agenda**

Resolution

Moved by Haugeberg, and seconded by Chester, to concur with Staff recommendation to accept Two Property Appraisal Proposals from Elite Appraisal, 417 West Talcott Road, Park Ridge, IL for \$14,100.00 and Accurity Rick Hiton & Associates, 770 Lake Cook Road, Deerfield, IL for \$16,500.00 for Matters Related to FEMA Hazard Mitigation Grant 1935. Source of Funding – Grant Funded Projects with Reimbursement through FEMA Hazard Mitigation Grant 1935 and MWRDGC; and further recommend to adopt Resolution R-187-16, A RESOLUTION APPROVING PROFESSIONAL SERVICES

R-187-16

AGREEMENTS WITH APPRAISERS FOR PHASE III FEMA BUY OUTS. Motion declared carried as approved unanimously under Consent Agenda.

ORDINANCE
M-31-16
AMEND CITY
CODE/
OCCASIONAL
RESIDENTIAL
SALES:

Moved by Haugeberg, and seconded by Chester, to adopt Ordinance M-31-16, AN ORDINANCE AMENDING CHAPTER 3 OF TITLE 4 OF THE CITY OF DES PLAINES CITY CODE. Motion declared carried as approved unanimously under Consent Agenda.

ORDINANCE
M-56-16
APPROVE NEW
CLASS A
LIQ. LIC./
598 POTTER RD.:

Moved by Haugeberg, and seconded by Chester, to adopt Ordinance M-56-16, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS A LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

Consent
Agenda

ORDINANCE
M-57-16
APPROVE NEW
CLASS B1
LIQ. LIC./
1045 OAKTON
ST.:

Moved by Haugeberg, and seconded by Chester, to adopt Ordinance M-57-16, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS B1 LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

Consent
Agenda

ORDINANCE
Z-29-16
TEXT
AMENDMENT/
REGULATIONS –
ELECTRONIC
MESSAGE
BOARD:

Moved by Haugeberg, and seconded by Chester, to adopt Ordinance Z-29-16, AN ORDINANCE AMENDING THE TEXT OF THE CITY ZONING ORDINANCE REGARDING ELECTRONIC MESSAGE BOARDS (CASE #16-071-TA). Motion declared carried as approved unanimously under Consent Agenda.

Consent
Agenda

APPROVE
MINUTES:

Moved by Haugeberg, and seconded by Chester, to approve Minutes of Special Meeting of October 26, 2016, as published. Motion declared carried as approved unanimously under Consent Agenda.

Consent
Agenda

**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 and seconded by Chester, to recommend to the City Council approval of the December 5, 2016 – Warrant Register, in the total amount of \$7,635,821.09; and further recommend that Resolution R-184-16 be adopted at appropriate time this evening. Motion declared carried.

**2016 PROPERTY
TAX LEVY:**

Assistant City Manager/Director of Finance reviewed her Memorandum dated November 15, 2016 regarding the 2016 Property Tax Levy and answered questions from the Aldermen.

Moved by Chester, seconded by Rodd, to recommend to the City Council approval of the 2016 Property Tax Levy. Motion declared carried.

2017 BUDGET:

Assistant City Manager/Director of Finance reviewed her Memorandum dated November 15, 2016 regarding the 2017 Annual Budget.

Moved by Charewicz, seconded by Haugeberg, to recommend to the City Council approval of the 2017 Annual Budget. Motion declared carried.

COMMUNITY DEVELOPMENT – Alderman Charewicz, Chair

**COND. USE/
1550 S. MT.
PROSPECT RD.:**

Senior Planner Bye reviewed her Memorandum of November 4, 2016 regarding consideration of a Conditional Use for 1550 S. Mount Prospect Road. Petitioner Tim Nguyen, 5014 Broadway Street, Chicago, Illinois, is requesting a Conditional Use permit under Section 7.3-6.C of the 1998 City of Des Plaines Zoning Ordinance, as amended, to operate a Food Processing Establishment in the C-3 Zoning District. The petitioner proposes to operate a bakery, cooking kitchen, and meat processing department within the roughly 12,000 square-foot building for the production of Vietnamese pork sausage and mini baguettes. The proposed occupant, 3Le Foods Corporation, would receive pork from the slaughterhouse, use a meat stuffer to create sausages, steam cook the sausages, then chill, package, and ship the final product. The building is currently vacant and was previously used as a retail space. 3Le Foods Corporation would operate Monday-Friday, 6:00 a.m. to 5:00 p.m., and occasionally on Saturdays. Production would take place 6:00 a.m. to 2:30 p.m., with packaging, labeling and shipping taking place between 2:30 p.m. and 3:30 p.m. 3Le Foods Corporation will employ between 6 and 10 employees. A request to waive the traffic study requirement was granted after review by staff based on the proposed site plan and size of the operation.

**COND. USE/
1550 S. MT.
PROSPECT RD.:**
(Cont'd)

The Planning and Zoning Board (PZB) met on November 8, 2016 to consider the Conditional Use. The Petitioner presented the proposed meat processing facility information. One member of the public spoke with concerns about food waste and the potential to attract rodents. The petitioner clarified that he will not process meat daily and that food waste will be picked up every other day. He stated that he has an existing meat processing facility in Chicago and that he has not had an issue with rodents or odors and that he has had no complaints from neighbors regarding this issue. The PZB concurred with the petitioner's plan of operation and should there be any issues, would like waste to be picked up more frequently.

The Planning and Zoning Board *recommended* (7-0) that the City Council *approve* the Conditional Use permit for a food processing establishment in the C-3 General Commercial District. Staff recommended approval of the requested Conditional Use based upon the facts and circumstances presented in the staff report.

Ms. Bye answered questions from the Aldermen.

Moved by Rodd, seconded by Sayad, to recommend to the City Council approval of Ordinance Z-31-16 at appropriate time this evening. Motion declared carried.

**MAJOR
VARIATIONS/
645 MEADOW
DR.:**

Senior Planner Bye reviewed her Memorandum of November 22, 2016 regarding Major Variation for 645 Meadow Drive, Case #16-068-V. Petitioners Mark and Tricia Johler are requesting a Major Variation to Section 12-8-1 of the 1998 City of Des Plaines Zoning Ordinance, as amended, to allow for the construction of two (2) accessory garages for a proposed single-family home and an 896 square-foot detached accessory garage where a maximum of 150 square feet is permitted for a detached accessory structure in the R-1 zoning district.

The Planning and Zoning Board *recommended* (7-0) that the City Council *approve* the major variation to allow for the construction of two (2) accessory garages for a proposed single-family home and an 896 square-foot detached accessory garage where a maximum of 150 square feet is permitted for a detached accessory structure in the R-1 zoning district.

Based on the characteristics of the surrounding homes and neighborhood, Staff recommended denial of the variation. The Planning and Zoning Board determined that the size of the lot warranted the additional garage space.

Ms. Bye answered questions from the Aldermen.

Moved by Smith, seconded by Robinson, to recommend to the City Council approval of Ordinance Z-32-16 at appropriate time this evening. Motion declared carried.

**EXTENSION OF
APPROVAL/**

Community and Economic Development Director McMahon reviewed his Memorandum of November 14, 2016 regarding a Requested Extension of

**COND. USE/
VARIATION/
1529 RAND RD.:**

Approval – Conditional Use and Variation at 1529 Rand Road, Motor Vehicle Sales Operation, Case #15-058-CU-V. Conditional Use Case #15-058-CU-V under Section 12-7.3-F-3 and a major variation to Section 12-7-3-1 of the 1998 City of Des Plaines Zoning Ordinance, as amended: to authorize a motor vehicle sales operation, on a site less than 25,000 square feet in the C-3 Zoning District.

The City Council granted approval of the subject zoning application on October 19, 2015. Pursuant to Sections 12-3-4.H.1. and 12-3-6.L.1., the City’s approval of this request expires after one year unless a building permit is issued and construction is actually begun within that period. The applicant has opened two new locations and has requested a 12 month extension of the approval. The City Council must approve the request to grant the extension of the conditional use and major variation. Staff recommends the City Council approve the request.

Petitioner Adam Jidd appeared before the Committee of the Whole answering questions from the Aldermen.

Moved by Rodd, seconded by Smith, to recommend to the City Council approval of Ordinance Z-33-16 at appropriate time this evening. Motion declared carried. Aldermen Haugeberg and Robinson did not agree.

BUILDING CODE – Alderman Robinson, Chair

**AMEND CITY
CODE/
LICENSING OF
SOLICITORS:**

Community and Economic Development Director McMahon reviewed his Memorandum of November 14, 2016 regarding amending the City Code regarding Licensing of Solicitors. At the July 18, 2016 City Council meeting, a resident expressed concerns regarding contractors soliciting homeowners for home repairs and the current requirements to obtain a solicitors license. The issue was referred to the Building Code Committee.

City staff began working with Alderman Robinson to review the current code. It was determined by Director of Community and Economic Development Director, Mike McMahon that the current code in its entirety needed to be amended to update and clarify the regulations pertaining to solicitors. One main deficiency identified in the code was that the Police Department does not have any authority to issue citations for improper solicitation. The proposed changes will give the Police Department the authority to issue citations, suspend and revoke licenses. The following are the major proposed changes:

- Authorize the Police Department to issue citations for solicitors that did not obtain a license;
- Limit the duration of each license to a sixty (60) day period;
- Require a solicitor applicant to sign a statement that they understand it is unlawful to solicit at a property that displays a “No Solicitation” sign or to not immediately leave private property after the occupant has asked the solicitor to leave;
- Expand the exceptions to the solicitor ordinance;
- Update the fee schedule to reflect the 60-day license term; and
- Clarify the requirements pertaining to solicitation on public property.

**AMEND CITY
CODE/
LICENSING OF
SOLICITORS:**

(Cont'd)

Staff recommends that the City Council adopt Ordinance M - 58 -16 amending the City Code regarding the licensing of Solicitors.

Discussion was held regarding increasing the permit to \$100.

Moved by Haugeberg, seconded by Sayad, to recommend to the City Council approval of Ordinance M-58-16, as amended, at appropriate time this evening. Motion declared carried.

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

**UNFINISHED
BUSINESS:**

**ORDINANCE
Z-30-16
TEXT
AMENDMENT/
PUD:**

Discussion was held. Economic Development Coordinator Pruss answered questions from the Aldermen.

Moved by Charewicz, seconded by Rodd, to adopt Ordinance Z-30-16, AN ORDINANCE AMENDING THE TEXT OF THE CITY ZONING ORDINANCE REGARDING PLANNED UNIT DEVELOPMENT STANDARDS (CASE# 16-045-TA). Upon roll call, the vote was:

- AYES: 5-Rodd, Sayad,
Chester, Smith, Charewicz
 - NAYS: 2-Haugeberg, Robinson,
 - ABSENT: 1-Brookman
- Motion declared carried.

NEW BUSINESS:

**WARRANT
REGISTER:**

**Resolution
R-184-16**

Moved by Smith, seconded by Charewicz, to concur with recommendation of Committee of the Whole to adopt Resolution R-184-16, 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: \$7,635,821.09. Upon roll call, the vote was:

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

**2016 PROPERTY
TAX LEVY:**

**Ordinance
M-59-16**

Moved by Smith, seconded by Sayad, to concur with recommendation of Committee of the Whole to place on First Reading Ordinance M-59-16, AN ORDINANCE LEVYING TAXES FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2017 AND ENDING DECEMBER 31, 2017. Upon roll call, the vote was:

- AYES: 7-Haugeberg, Robinson, Rodd, Sayad,

Chester, Smith, Charewicz

NAYS: 0-None
ABSENT: 1-Brookman
Motion declared carried.

ORDINANCE
M-59-16
2016 PROPERTY
TAX LEVY:

Moved by Smith, seconded by Charewicz, to advance to Second Reading and adopt Ordinance M-59-16, AN ORDINANCE LEVYING TAXES FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2017 AND ENDING DECEMBER 31, 2017. Upon roll call, the vote was:

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

NAYS: 0-None
ABSENT: 1-Brookman
Motion declared carried.

2017 BUDGET:

Resolution
R-185-16

Moved by Smith, seconded by Rodd, to concur with recommendation of Committee of the Whole to adopt Resolution R-185-16, A RESOLUTION APPROVING THE 2017 ANNUAL BUDGET FOR THE CITY OF DES PLAINES. Upon roll call, the vote was:

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

NAYS: 0-None
ABSENT: 1-Brookman
Motion declared carried.

COND. USE/
1550 S. MT.
PROSPECT RD.:

Ordinance
Z-31-16

Moved by Charewicz, seconded by Sayad, to concur with recommendation of Committee of the Whole to place on First Reading Ordinance Z-31-16, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR A FOOD PROCESSING ESTABLISHMENT ON A SITE IN THE C-3 ZONING DISTRICT AT 1550 S. MOUNT PROSPECT ROAD, DES PLAINES, ILLINOIS. (CASE #16-072-CU). Upon roll call, the vote was:

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

NAYS: 0-None
ABSENT: 1-Brookman
Motion declared carried.

MAJOR
VARIATIONS/
645 MEADOW
DR.:

Ordinance
Z-32-16

Moved by Charewicz, seconded by Rodd, to concur with recommendation of Committee of the Whole to place on First Reading Ordinance Z-32-16, AN ORDINANCE APPROVING A MAJOR VARIATION FROM SECTION 12-8-1 OF THE CITY OF DES PLAINES ZONING ORDINANCE AT 645 MEADOW DRIVE, DES PLAINES, ILLINOIS (CASE #16-068-V). Motion declared carried.

EXTENSION OF
APPROVAL/

Moved by Charewicz, seconded by Sayad, to concur with recommendation of Committee of the Whole to place on First Reading Ordinance Z-33-16, AN

**COND. USE/
VARIATION/
1529 RAND RD.:**

ORDINANCE GRANTING AN EXTENSION OF THE CONDITIONAL USE PERMIT AND MAJOR VARIATION FOR 1529 RAND ROAD, DES PLAINES. Motion declared carried. Aldermen Haugeberg and Robinson voted Nay.

**Ordinance
Z-33-16**

**AMEND CITY
CODE/
LICENSING OF
SOLICITORS:**

Moved by Robinson, seconded by Haugeberg, to concur with recommendation of Committee of the Whole to place on First Reading Ordinance M-58-16, AN ORDINANCE AMENDING THE CODE OF THE CITY OF DES PLAINES REGARDING THE LICENSING OF SOLICITORS, AS AMENDED. Motion declared carried.

**Ordinance
M-58-16**

ADJOURNMENT:

Moved by Smith, seconded by Chester, that the regular meeting of the City Council adjourn. Motion declared carried. Meeting adjourned at 8:24 p.m.

Gloria J. Ludwig, MMC – CITY CLERK

APPROVED BY ME THIS _____

DAY OF _____, 2017

Matthew J. Bogusz, MAYOR

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, DECEMBER 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 6:30 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, December 19, 2016.

ROLL CALL:

Roll call indicated the following Aldermen present: Haugeberg, Robinson, Rodd, Sayad, Chester, Smith and Charewicz. A quorum was present. Alderman Brookman arrived at 6:34 p.m.

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Director of Community and Economic Development McMahon, Economic Development Coordinator Pruss, Senior Planner Bye, Fire Chief Wax, Director of Human Resources Light, Director of Information Technology Sora, Police Chief Kushner, Director of Public Works and Engineering Oakley, and General Counsel Weiss.

EXECUTIVE SESSION:

Moved by Sayad, seconded by Chester, to enter into Closed Session to discuss Property Acquisition. Upon roll call, the vote was:

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

NAYS: 0-None

ABSENT: 1-Brookman

Motion declared carried.

The City Council recessed at 6:32 p.m.

The City Council reconvened at 7:10 p.m.

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

PRAYER AND PLEDGE:

The opening prayer was given by City Clerk Ludwig, followed by the Pledge of Allegiance to the Flag of the United States of America.

RECOGNITION:

Fire Chief Wax introduced the Graduates of the 2016 Citizen Fire Academy who completed the class on November 16, 2016.

CITIZEN PART.:

Resident Wayne Serbin addressed the City Council commenting on downtown merchants and the plans for redevelopment. Mr. Serbin complimented owner John Grammatis and the staff at Miner Street Tavern for helping him when his wallet was stolen.

Resident Ron Moore addressed the City Council commenting on the Channel 17 program schedule.

CITY CLERK
ANNOUNCEMENTS:

City Clerk Ludwig announced that the Frisbie Senior Center will be hosting lunch on Christmas Day and announced that City Hall will be closed on Monday, December 26 in observance of Christmas Day and Monday, January 2, 2017 in observance of New Year’s Day. The next City Council meeting will take place on Tuesday, January 3, 2017 at 7 p.m.

CONSENT
AGENDA:

Moved by Haugeberg, seconded by Brookman, to establish the Consent Agenda, except for Items 1a, 1b, 1c, 3 and 3a. Motion declared carried.

Moved by Charewicz, seconded by Smith, to approve the Consent Agenda. Upon roll call, the vote was:

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

NAYS: 0-None

ABSENT: 1-Brookman

Motion declared carried.

Minutes were approved; Staff recommendations and requests were approved; Ordinance M-60-16 was placed on First Reading; and Resolutions R-183-16, R-188-16, R-189-16 and R-186-16 were adopted. Ordinances Z-31-16, Z-32-16 and M-53-16 were adopted.

APPROVE AGR./
IDOT/
US RTE 14
BROADWAY
INTERSECTION
IMPROVEMENT:

Moved by Chester, seconded by Robinson, to approve Agreement with the Illinois Department of Transportation for the US 14 (Northwest Highway) at Broadway Intersection Improvement at an estimated cost of \$453,285 (Budgeted Funds – Capital Projects Fund); and further recommend to adopt Resolution R-182-16, A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR INTERSECTION IMPROVEMENTS TO US 14 AT BROADWAY STREET. Upon roll call, the vote was:

Resolution
R-182-16

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

NAYS: 0-None

ABSENT: 0-None

Motion declared carried.

APPROVE AGR./
IDOT/ FUNDING
US RTE 14
BROADWAY
INTERSECTION
IMPROVEMENT:

Moved by Chester, seconded by Smith, to approve a Resolution approving an Intergovernmental Agreement with the Illinois Department of Transportation for Intersection Improvements to US 14 at Broadway Street; and further recommend to adopt Resolution R-191-16, A RESOLUTION APPROVING FUNDING FOR INTERSECTION IMPROVEMENTS TO US 14 AT BROADWAY STREET. Upon roll call, the vote was:

Resolution
R-191-16

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

NAYS: 0-None

ABSENT: 0-None

Motion declared carried.

**APPROVE ORD./
PROHIBIT
DISCHARGE
SANITARY/
INDUSTRIAL
WASTE/
US RTE 14
IMPROVEMENT:**

Moved by Chester, seconded by Smith, to adopt an ordinance prohibiting the discharge of sanitary and industrial waste into any storm sewer or drainage facility constructed as a part of the US Route 14 Improvement; and further recommend to place on First Reading Ordinance M-60-16, AN ORDINANCE PROHIBITING THE DISCHARGE OF SANITARY AND INDUSTRIAL WASTE INTO ANY STORM SEWER OR DRAINAGE FACILITY CONSTRUCTED AS A PART OF THE US ROUTE 14 IMPROVEMENT. Upon roll call, the vote was:

**Ordinance
M-60-16**

AYES: 8-Haugeberg, Robinson, Rodd, Sayad,
Brookman, Chester, Smith, Charewicz
NAYS: 0-None
ABSENT: 0-None
Motion declared carried.

**APPROVE LEASE
AGR./ UNION
PACIFIC
RAILROAD/
US RTE 14
BROADWAY
SIGNALIZATION:**

Moved by Charewicz, seconded by Smith, to concur with Staff recommendation to approve a Lease Agreement with the Union Pacific Railroad to allow for installation and maintenance of sidewalk, bus pad, bus shelter, and fencing on Union Pacific property at the Intersection of US 14 (Northwest Highway) at Broadway Intersection (Budgeted Funds – Capital Projects Fund); and further recommend to adopt Resolution R-183-16, A RESOLUTION APROVING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF DES PLAINES AND UNION PACIFIC RAILROAD COMPANY. Motion declared carried as approved unanimously under Consent Agenda.

**Consent
Agenda**

**Resolution
R-183-16**

**APPROVE LEASE
RENEWAL AGR./
1850 MINER ST.:**

Discussion was held.

**Resolution
R-188-16**

Moved by Brookman, and seconded by Sayad, to return the matter of the Lease Renewal Agreement with New Cingular Wireless PCS, LLC 575 Morosgo Drive, Atlanta, Georgia for the use of City-owned property at 1850 Miner Street back to Staff to meet with AT&T to renegotiate the agreement. 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.

**APPROVE THIRD
YEAR EXPENSE/
COPIER LEASE/
IT DEPT.:**

Moved by Charewicz, seconded by Smith, to concur with Staff recommendation to approve the Third Year Expenditure of the Multi-Function Copier Lease Agreement with Konica Minolta Business Solutions USA, Inc., 100 Williams Drive, Ramsey, New Jersey in the amount of \$54,396.00 (Budgeted Funds – IT Replacement/Leases Account); and further recommend to adopt Resolution R-189-16, A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER A LEASE WITH KONICA MINOLTA PREMIER FINANCE AND A SERVICES AGREEMENT WITH KONICA MINOLTA BUSINESS

**Consent
Agenda**

**Resolution
R-189-16**

SOLUTIONS USA, INC. Motion declared carried as approved unanimously under Consent Agenda.

**ADVERTISE BID/
2017 TIF#1
LANDSCAPE
MAINT.
CONTRACT:
Consent
Agenda**

Moved by Charewicz, seconded by Smith, to concur with Staff recommendation to advertise for bid the 2017 TIF #1 Landscape Maintenance contract with a bid opening date of January 26, 2017. Motion declared carried as approved unanimously under Consent Agenda.

**ADVERTISE BID/
2017 LANDSCAPE
MAINT.
CONTRACT/
CITY-
MAINTAINED
GREENSPACE:
Consent
Agenda**

Moved by Charewicz, seconded by Smith, to concur with Staff recommendation to advertise for bid the 2017 Landscape Maintenance contract for City-maintained greenspace with a bid opening date of January 26, 2017. Motion declared carried as approved unanimously under Consent Agenda.

**ORDINANCE
Z-31-16
COND. USE/
1550 S. MT.
PROSPECT RD.:
Consent
Agenda**

Moved by Charewicz, seconded by Smith, to adopt Ordinance Z-31-16, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR A FOOD PROCESSING ESTABLISHMENT ON A SITE IN THE C-3 ZONING DISTRICT AT 1550 S. MOUNT PROSPECT ROAD, DES PLAINES, ILLINOIS. (CASE #16-072-CU). Motion declared carried as approved unanimously under Consent Agenda.

**ORDINANCE
Z-32-16
MAJOR
VARIATIONS/
645 MEADOW
DR.:
Consent
Agenda**

Moved by Charewicz, seconded by Smith, to adopt Ordinance Z-32-16, AN ORDINANCE APPROVING A MAJOR VARIATION FROM SECTION 12-8-1 OF THE CITY OF DES PLAINES ZONING ORDINANCE AT 645 MEADOW DRIVE, DES PLAINES, ILLINOIS (CASE #16-068-V). Motion declared carried as approved unanimously under Consent Agenda.

**ORDINANCE
M-53-16
AMEND CITY
CODE/ SMALL
CELL WIRELESS
TELECOM.
FACILITIES:
Consent
Agenda**

Moved by Charewicz, seconded by Smith, to adopt Ordinance M-53-16, AN ORDINANCE AMENDING CHAPTER 5 OF TITLE 9 OF THE DES PLAINES CITY CODE TO REGULATE SMALL CELL WIRELESS TELECOMMUNICATION FACILITIES. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE
MINUTES:
Consent
Agenda

Moved by Charewicz, seconded by Smith, to approve Minutes of Regular Meeting of City Council of November 7, 2016, as published. Motion declared carried as approved unanimously under Consent Agenda.

Moved by Charewicz, seconded by Smith, to approve Minutes of Closed Session of City Council of November 7, 2016. Motion declared carried as approved unanimously under Consent Agenda.

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.

Alderman Sayad abstained from voting on the \$3,000.00 to the Des Plaines Community Foundation because he is member of the Board of Directors.

Moved by Haugeberg, seconded by Rodd, to recommend to the City Council approval of the December 19, 2016 – Warrant Register, in the total amount of \$3,001,523.81; and further recommend that Resolution R-190-16 be adopted at appropriate time this evening. Motion declared carried.

DISCUSSION/
SEMINARS/
CONFERENCES/
CITY CLERK:

Discussion was held. No action taken.

COMMUNITY DEVELOPMENT – Alderman Charewicz, Chair

TEXT
AMENDMENT/
DEDICATION
PARK LANDS/
FEES-IN-LIEU
OF:

Economic Development Coordinator Pruss reviewed her Memorandum dated November 25, 2016 regarding consideration of a Text Amendment to Title 13 to provide dedication of park lands or fees in-lieu-of, Case #16-054-TA.

On April 4, 2016, the City Council voted to initiate a text amendment providing for the dedication of park land for new residential development or a payment of cash in-lieu of land dedication. Since that time, staff has worked closely with the Des Plaines and Mount Prospect Park Districts to develop standards for the required land dedication and the calculation of fees. The proposed ordinance uses an established parks and recreation formula based on population generation by dwelling unit, acres provided on a per capita basis, and an established land value.

At its November 22, 2016 regular meeting, the Planning and Zoning Board unanimously recommended approval of the proposed text amendments. Additionally, Staff recommends approval of the proposed text amendments.

Ms. Pruss answered questions from the Aldermen.

TEXT
AMENDMENT/
DEDICATION
PARK LANDS/
FEES-IN-LIEU
OF:
 (Cont'd)

Mr. Don Miletic, Executive Director of the Des Plaines Park District, appeared before the Committee of the Whole answering questions from the Aldermen.

Following discussion, moved by Sayad, seconded by Haugeberg, to return this matter back to Staff for review and clarification. Motion declared carried.

PUD/
150 N. EAST
RIVER RD.:

Senior Planner Bye reviewed her Memorandum dated December 8, 2016 regarding a Preliminary Planned Unit Development (PUD) and Tentative Plat of Subdivision for 150 N. East River Road, 16-058-SUB-PUD.

Petitioner Covington Realty Partners, 135 N. Meramec Avenue, Suite 500, Clayton, MO 63105 is requesting a Preliminary Planned Unit Development (PUD) for the Covington Lexington Woods residential development under Section 12-3-5 of the 1998 City of Des Plaines Zoning Ordinance, as amended, and a Tentative Plat of Subdivision, under Section 13-2-5 of Subdivision Regulations of the City of Des Plaines Municipal Code, to allow for the construction of a 236 unit, four-story apartment building with a 342-space parking deck and 138 spaces of surface parking, with a requested PUD exception from the R-3, Townhouse Residential Zoning District standards under Section 12-7-2.J of the 1998 City of Des Plaines Zoning Ordinance, as amended, for a 50% reduction of the required lot area per dwelling unit.

The Planning and Zoning Board met on November 22, 2016, to consider the Preliminary PUD and Tentative Plat of Subdivision. The petitioner presented the proposed site plan and building elevations. Two members of the public spoke with concerns regarding the additional traffic associated with the development. They stated that the intersection of Golf Road and N. East River Road is already congested and questioned how the proposed apartment building would add to this. The petitioner clarified that a full traffic study was completed that states that the proposed development will not worsen traffic at the intersection. There were two suggestions from the report that the petitioner will comply with, including a synching of the traffic lights to improve traffic congestion. Overall, the PZB praised the petitioner in regards to the unique architectural design and massing of the apartment building. They praised the developer for hiding the parking garage on the interior of the building so that it is not visible to the public. There was concern over the durability of the construction materials selected for the building, given our yearly freeze-thaw cycles.

The Planning and Zoning Board, after having heard and fully considering the evidence, *recommended* (5-0) that the City Council *approve* the Preliminary Planned Unit Development (PUD) to allow for the construction of the proposed development. Additionally, the Planning and Zoning Board, after having heard

PUD/
150 N. EAST
RIVER RD.:
(Cont'd)

and fully considering the evidence, *approved* (5-0) the Tentative Plat of Subdivision.

The Department of Community and Economic Development, the Public Works and Engineering Department, and the City of Des Plaines Fire Department recommend approval of the Preliminary Planned Unit Development and Tentative Plat of Subdivision, subject to conditions.

Mr. Paul Langdon, Vice President of Development for Covington Realty Partners addressed the Committee of the Whole and answered questions from the Aldermen.

Moved by Rodd, seconded by Sayad, to recommend to the City Council approval of Ordinance Z-35-16 at appropriate time this evening. Upon roll call, the vote was:

- AYES: 4-Rodd, Sayad,
Smith, Charewicz
 - NAYS: 4-Haugeberg, Robinson,
Brookman, Chester
 - ABSENT: 0-None
- Motion declared failed.

PUBLIC SAFETY – Alderman Sayad, Chair

VIDEO
PRESENTATION/
FIRE DEPT.:

The video scheduled to be viewed this evening was deferred to the next Regular City Council Meeting on January 3, 2017. There were no objections.

UNFINISHED
BUSINESS:

ORDINANCE
Z-33-16
EXTENSION OF
APPROVAL/
COND. USE/
VARIATION/
1529 RAND RD.:

Discussion was held.

Moved by Charewicz, seconded by Smith, to adopt Ordinance Z-33-16, AN ORDINANCE GRANTING AN EXTENSION OF THE CONDITIONAL USE PERMIT AND MAJOR VARIATION FOR 1529 RAND ROAD, DES PLAINES. Upon roll call, the vote was:

- AYES: 6-Rodd, Sayad,
Brookman, Chester, Smith, Charewicz
 - NAYS: 2-Haugeberg, Robinson
 - ABSENT: 0-None
- Motion declared carried.

ORDINANCE
M-58-16
AMEND CITY
CODE/

Discussion was held. It was the consensus of the Council to defer this matter to the next Regular City Council Meeting of January 3, 2017.

LICENSING OF SOLICITORS:

NEW BUSINESS:

WARRANT REGISTER:

Resolution R-190-16

Moved by Smith, seconded by Brookman, to concur with recommendation of Committee of the Whole to adopt Resolution R-190-16, 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: \$3,001,523.81. 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.

TEXT AMENDMENT/ DEDICATION PARK LANDS/ FEES-IN-LIEU OF:

This matter was referred back to Staff for review and clarification.

Ordinance Z-34-16

PUD/ 150 N. EAST RIVER RD.:

Ordinance Z-35-16

Moved by Charewicz, seconded by Smith, to place on First Reading Ordinance Z-35-16, AN ORDINANCE APPROVING A PRELIMINARY PLANNED UNIT DEVELOPMENT AND TENTATIVE SUBDIVISION LOCATED AT 150 N. EAST RIVER ROAD, DES PLAINES, ILLINOIS. (Case #16-058-SUB-PUD). Upon roll call, the vote was:
AYES: 5-Rodd, Sayad,
Smith, Charewicz, Bogusz
NAYS: 4-Haugeberg, Robinson,
Brookman, Chester
ABSENT: 0-None
Motion declared carried.

REQUEST TO REVISE MINUTES/ VOTE DECEMBER 5, 2016:

Alderman Sayad requested that his vote for the 2017 Budget be revised to note that he abstains from voting on the money allocated for the Des Plaines Community Foundation since he is a member of the Board of Directors.

ADJOURNMENT:

There being no further business, the meeting adjourned at 10:22 p.m.

Gloria J. Ludwig, MMC – CITY CLERK

APPROVED BY ME THIS _____

DAY OF _____, 2017

Matthew J. Bogusz, MAYOR



MEMORANDUM

Date: December 22, 2016
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-2-17, January 3, 2017 Warrant Register

DW

Recommendation: I recommend that the City Council approve the January 3, 2017 Warrant Register Resolution R-2-17.

Warrant Register.....\$5,010,906.14

Estimated General Fund Balance
Balance as of 11/30/2016: \$22,454,110
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-2-17

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.

January 3, 2017

City of Des Plaines

Warrant Register 01/03/2017

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
Fund: 100 - General Fund							
1							
2	00	4300	Vehicle Licenses	6528 Styer, Adam	Refund 12/14/16A	Vehicle Sticker Refund 12/14/2016	0.55
3	00	4300	Vehicle Licenses	6529 Lee, Terry	Refund 12/13/16A	Vehicle Sticker Refund 12/13/2016	10.00
4	00	4300	Vehicle Licenses	6530 Nolan, Lyndi	Refund 10/27/16A	Vehicle Sticker Refund 10/27/2016	60.00
5	00	4300	Vehicle Licenses	6531 Krason, Karolina	Refund 10/24/16A	Vehicle Sticker Refund 10/24/2016	80.00
6	00	4400	Building Permits	6525 Dasko, Roy	2016-001100165	Sewer Permit Refund Issued 11/16/2016	300.00
7	00	4400	Building Permits	5632 Perma Seal Basement Systems	2016-01100061	Sewer Permit Refund Issued 11/09/2016	300.00
8	00	4500	Court costs, Fees & Charges	6527 Krzeslak, Ryszard	P0233424	Overpayment for Parking Ticket 12/13/16	15.00
9	00	4510	Compliance Ticket Fines	6526 King, Bethany N	C0224958	Refund for Compliance Ticket Overpayment 12/13/16	100.00
10	00	4570	Non-bonafide Alarms	1646 Metropolitan Water Reclamation Dist of Greater Chg	Refund 10/27/16A	False Alarms Refund 10/17/2016	100.00
11	00	4630	Resident Ambulance Fees	6459 IlliniCare Health Plan Inc	15-0032541A	Medical Reimb for Ambulance Billing 8/16/2015	213.49
12	00	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	16-0025142A	Medical Reimb for Ambulance Billing 06/28/2016	1,067.00
13	00	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	16-0008166A	Medical Reimb for Ambulance Billing 02/26/2016	965.50
14	00	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	16-0038756A	Medical Reimb for Ambulance Billing 09/27/2016	892.50
15	00	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	15-0015570A	Medical Reimb for Ambulance Billing 04/23/2015	940.05
16	Total 00 - Non Departmental						5,044.09

Elected Office							
17							
18	10	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1188901	1 Pack of Copy Paper	20.52
19	10	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121016A	Water Supply 12/01/2016	18.63
20	Total 10 - Elected Office						39.15

City Administration							
21							
22	20	5315	Tuition Reimbursements	3316 Kirincic, Davorka	UIC-2016Fall	Tuition Reimbursement Fall 2016	700.00
23	20	5340	Pre-Employment Exams	4820 Aurico Reports Incorporated	AUR1004029	2016 Recruitment Background Screening Services 10/31-11/29/2016	798.00
24	20	5340	Pre-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	613776	New Hire Pre-Employment Screenings 11/02,11/15, 11/29 11/30/2016	536.00
25	20	5340	Pre-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	614245	New Hire Pre-Employment Screening 11/09-11/10/2016	345.00
26	20	5340	Pre-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	615998	New Hire Pre-Employment Screenings 10/04/2016	115.00

City of Des Plaines

Warrant Register 01/03/2017

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
27	20	5340	Pre-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	616007	New Hire Pre-Employment Screenings 10/6,10/07,10/11 & 10/26/2016	500.00
28	20	5340	Pre-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	615568	New Hire Pre-Employment Screenings 12/01/2016	180.00
29	20	5345	Post-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	616678	First Year Random Screening 11/30/2016	75.00
30	20	6000	Professional Services	1016 Alfred G Ronan LTD	December 2016	Lobbyist Services December 1-31, 2016	5,000.00
31	20	6000	Professional Services	6533 Kossoff, Sinclair	RHS-IAFF-2016	Professional Services 12/06/2016	500.00
32	20	6000	Professional Services	5950 Creative Circle	003202609	Site Update Citation Application Week Ending 11/27/2016	160.00
33	20	6000	Professional Services	5950 Creative Circle	003202630	Site Update Citation Application Week Ending 12/11/2016	40.00
34	20	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	16-23	Legal Services 12/01-12/13/2016	1,127.50
35	20	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	7995	Legal Services 11/01-11/30/2016	11,457.50
36	20	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	681	Job Ad Posting for Civil Engineer 12/14-12/30/2016	50.00
37	20	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	630	Job Ad Posting for Payroll Specialist 10/03-10/14/2016	50.00
38	20	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	423	Job Ad Posting for Purchasing Mgr 03/28-04/01/2016	50.00
39	20	6100	Publication of Notices	1319 IL Municipal League	0028083-IN	Job Ad Posting for Civil Engineer 12/13-12/30/2016	70.00
40	20	6110	Printing Services	4889 Konica Minolta Business Solutions USA Inc	9003025090	Copy Charge For City Copiers 11/03/2016 - 12/02/2016	2,105.13
41	20	6110	Printing Services	1106 Chromatech Printing Inc	7246/24540	Des Plaines Digest Newsletter, Winter 2016 Printing and Binding	4,991.00
42	20	6195	Miscellaneous Contractual Services	5812 GovHR USA LLC	2-12-16-261	2016 Compensation & Classification Evaluation -2nd 40% Payment	7,500.00
43	20	6305	R&M Equipment	2933 SMS Systems Maintenance Services Inc	90055394	Server Maintenance Contract 12/01/2016 - 12/31/2016	214.00
44	20	6305	R&M Equipment	2933 SMS Systems Maintenance Services Inc	90054839	Server Maintenance Contract 04/01/2016 - 04/30/2016	167.00
45	20	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	000000 GLTTCA	Supplies for DPYC Santa Hoopla Event 12/10/2016	47.84
46	20	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	000000 GLTTCB	Supplies for DPYC Santa Hoopla 12/10/2016	62.12
47	20	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	000000 GLTTCC	Supplies for DPYC Pay It Forward Event 12/09/16	157.30
48	20	6535	Subsidy - Youth Commission	2666 Sebastian, Joanie	Reimb 12/12/16	Supplies for Santa Hoopla 12/10/16	35.74

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
49	20	6550	Subsidy - Senior Citizen Cab Service	2200 Rosemont Elite Taxi Dispatch	4387	Subsidized Taxi Voucher Program Oct/Nov 2016 M-12-11	42.00
50	20	6550	Subsidy - Senior Citizen Cab Service	1421 American Charge Service	99472	Subsidized Taxi Voucher Program -November 2016 M-12-11	678.00
51	20	7000	Office Supplies	1220 Runco Office Supply	669590-0	2 Packs of Post-It Notes	17.78
52	20	7000	Office Supplies	1220 Runco Office Supply	668768-0	2 Ctns of Copy Paper, 1 Pk of Batteries & 5 Markers	80.84
53	20	7000	Office Supplies	1644 Warehouse Direct Inc	3291924-0	1 Humidifier Filter & 2 Cartons of Copy Paper	71.28
54	20	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121016A	Water Supply 12/01/2016	44.60
55	20	7200	Other Supplies	1644 Warehouse Direct Inc	3291924-0	1 Humidifier Filter & 2 Cartons of Copy Paper	33.54
56	20	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121016A	Water Supply 12/01/2016	33.36
57	20	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121016A	Water Supply 12/01/2016	42.50
58	Total 20 - City Administration						38,078.03

Finance							
59							
60	30	7000	Office Supplies	1066 Office Depot	884094302001A	2 Boxes of Polybags for Cashiers	39.98
61	30	7000	Office Supplies	4239 Anderson Safford	9287A	4 Self-Inking Dater Stamps	47.69
62	30	7000	Office Supplies	1644 Warehouse Direct Inc	3286568-0A	4 Desk Calendars, 2 Appointment Books, Etc.	111.59
63	30	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121016A	Water Supply 12/01/2016	78.57
64	30	7310	Publications	1050 Journal & Topics	146144/2016-2018	2 Year Subscription for Finance Dept 12/20/2016-12/19/2018	56.00
65	30	7320	Equipment < \$5,000	4346 Forte Payment Systems Incorporated	22654A	2 Credit Card Machines for Finance Dept	638.00
66	Total 30 - Finance						971.83

Community Development							
67							
68	40	6000	Professional Services	3309 Elevator Inspection Services Inc	64486	Elevator Plan Review 12/07/2016	40.00
69	40	6000	Professional Services	3309 Elevator Inspection Services Inc	64579	5 Elevator Inspections and 1 Reinspection 11/28-11/29/2016	145.00
70	40	6000	Professional Services	3309 Elevator Inspection Services Inc	64447	15 Elevator Inspections and 2 Reinspections 11/21-11/23/2016	435.00
71	40	6000	Professional Services	3309 Elevator Inspection Services Inc	64356	1 Elevator Inspection 11/21/2016	75.00
72	40	6000	Professional Services	3309 Elevator Inspection Services Inc	64357	1 Elevator Inspection 11/21/2016	75.00
73	40	6000	Professional Services	3309 Elevator Inspection Services Inc	64360	1 Elevator Inspection 11/21/2016	150.00
74	40	6000	Professional Services	3309 Elevator Inspection Services Inc	64355	1 Elevator Inspection 11/21/2016	75.00
75	40	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	25094	Nuisance Abatement and Grass Cutting Services November 2016	486.73
76	40	6310	R&M Vehicles	1036 Des Plaines Car Wash	Nov 2016 PoliceA	Car Washes for Nov 2016 for Police/CED Vehicles	5.00

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
77	40	6310	R&M Vehicles	1036 Des Plaines Car Wash	Oct-Nov2016CityA	Car Washes for Oct-Nov 2016 for City Account	5.00
78	40	7000	Office Supplies	1066 Office Depot	884082129002	Two Weekly Planner Calendars	64.18
79	40	7000	Office Supplies	1066 Office Depot	884082129001	Banker Boxes, 7 Calendars, Post-it Notes	245.96
80	40	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121016A	Water Supply 12/01/2016	59.58
81	40	7200	Other Supplies	3667 Paper Direct	6896697	53 Packages of Certificate Paper for Licenses 11/28/2016	1,108.81
82	Total 40 - Community Development						2,970.26

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
83	Public Works & Engineering						
84	50	6000	Professional Services	1112 Architectural Consulting Group LTD	C16-145	Drafting of City Buildings - Entrance Door Footprints 12/15/2016	1,625.00
85	50	6040	Waste Hauling & Debris Removal	6047 Vintage Tech LLC	16821	Electronic Waste Recycling - 11/14/2016	978.80
86	50	6040	Waste Hauling & Debris Removal	1021 Arc Disposal-Republic Svc #551	0551-013067923	Residential Refuse Collection - November 2016 R-35-14	253,575.00
87	50	6040	Waste Hauling & Debris Removal	1355 MQ Construction Company	11/07-11	Aggregate Materials and Spoils Removal - 11/07/2016	2,595.44
88	50	6040	Waste Hauling & Debris Removal	1355 MQ Construction Company	11/08-12	Aggregate Materials and Spoils Removal - 11/08/2016	2,350.58
89	50	6040	Waste Hauling & Debris Removal	1355 MQ Construction Company	11/10-13	Aggregate Materials and Spoils Removal - 11/10/2016	2,354.21
90	50	6040	Waste Hauling & Debris Removal	2224 Midwest Lamp Recycling Inc	27625	Light Bulb Recycling - 12/09/2016	337.14
91	50	6040	Waste Hauling & Debris Removal	5763 Excel Environmental Inc	408545	Scrap Oil/Used AnitFreeze Pickup - 11/28/2016	100.00
92	50	6135	Rentals - Equipment	1484 Thompson Rental Station Inc	543787-3	Saw Rental - PW Improvements - 12/05-12/06/2016	119.88
93	50	6135	Rentals - Uniforms	1029 Cintas #22	022401099	Fleet Mechanic Uniform Rental - 12/05/2016	117.25
94	50	6135	Rentals - Uniforms	1029 Cintas #22	022397951	Mechanics Uniform Rental - 11/28/2016	119.50
95	50	6170	Tree Maintenance	1176 Trees "R" Us Inc	20091	186 Trees Trimmed - 12/07-12/13/2016 R-3-16	10,422.50
96	50	6170	Tree Maintenance	1176 Trees "R" Us Inc	20061	Parkway Tree Trimming - 11/26-12/07/2016 R-3-16	12,728.75
97	50	6170	Tree Maintenance	1176 Trees "R" Us Inc	20035	384 Trees Trimmed - 11/11 - 11/25/2016 R-3-16	19,860.00
98	50	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	3337	GIS Staffing and Services 11/01-11/30/2016	15,783.19
99	50	6195	Miscellaneous Contractual Services	1107 Ayres Associates	166272	Contractor-Digital Aerial Photography 07/31-10/29/2016	20,389.50
100	50	6195	Miscellaneous Contractual Services	1067 Orange Crush	2016-B-P7	R- 79-16 2016 CIP Street & Utility Contract B 11/03-12/01/2016	2,677.64
101	50	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	15654	Weather Forecasting - December 2016	150.00

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
102	50	6195	Miscellaneous Contractual Services	2372 Temple Display LTD	16236	Half-Tree Pole Mount Decorations for Oakton Street 12/13/2016	17,437.80
103	50	6195	Miscellaneous Contractual Services	5139 All Cleaners Incorporated	120416-Desplaine	Sidewalk Snow Removal - 12/04 - 12/05/2016	260.00
104	50	6195	Miscellaneous Contractual Services	5139 All Cleaners Incorporated	121116-Snow-PM	Sidewalk Snow Removal - 12/11-12/12/2016	260.00
105	50	6195	Miscellaneous Contractual Services	5139 All Cleaners Incorporated	121116-DesPlain	Sidewalk Snow Removal - 12/11/2016	200.00
106	50	6195	Miscellaneous Contractual Services	5139 All Cleaners Incorporated	121016-Desplain	Sidewalk Snow Removal 12/10-12/11/2016	200.00
107	50	6195	Miscellaneous Contractual Services	1311 Hill/Ahern Fire Protection LLC	174249	Fire Alarm Service Call - PW 11/22/2016	572.00
108	50	6195	Miscellaneous Contractual Services	1237 Pro-Line Door Systems Inc	78208	Service to Asphalt Barn - PW 11/14/2016	355.64
109	50	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	56639385	Zone 3 Fertilizing - 10/27/2016	1,018.14
110	50	6195	Miscellaneous Contractual Services	1178 Trugreen Limited Partnership	56659985	Fertilization for Zone One - 10/27/2016	779.13
111	50	6195	Miscellaneous Contractual Services	1029 Cintas #22	022399578	Mat Rental - City Hall/Metra Station - 11/30/2016	296.08
112	50	6195	Miscellaneous Contractual Services	1019 Anderson Pest Solutions	4056126	Pest Control - PW December 2016	56.50
113	50	6195	Miscellaneous Contractual Services	1029 Cintas #22	022402686	Mat Rental - City Hall 12/07/2016	218.87
114	50	6195	Miscellaneous Contractual Services	5214 State Industrial Products	98060620	Drain Maintenance at City Hall - 12/12/2016	100.00
115	50	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	38083	Spring Bulb Installation - 11/30/2016	9,952.50
116	50	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	37749	Mowing of Detention Area on Oakton 11/22/2016	1,031.99
117	50	6195	Miscellaneous Contractual Services	5162 Allied Central Security & Alarm Inc	22590	Fire Alarm Service Call - 12/05/2016	276.59
118	50	6195	Miscellaneous Contractual Services	2027 American National Skyline Inc	B7487	Window Cleaning - City Hall 11/21/2016	1,375.25
119	50	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000014436	Kronos User Fees - November 2016	198.00
120	50	6310	R&M Vehicles	1116 Certified Fleet Services Inc	I11360	Service Call - Di-Electric Test - PW 5045	185.00
121	50	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	16982	Straightened Frame & Performed Alignment 12/06/2016 - PW 5060	2,465.50
122	50	6310	R&M Vehicles	2015 Drivetrain Service & Components	227169	Rebuilt Spindles - PW 5052	100.00
123	50	6310	R&M Vehicles	1643 Golf Mill Ford	701452	Replaced Evaporator Module 11/16/2016 - Police 6067	205.55
124	50	6315	City Hall	2350 Anderson Elevator Co	197942	Elevator Inspections - December 2016	472.04
125	50	6315	City Hall	1025 Bedco Inc	093781	Service Call - 5th Floor City Hall - 11/26/2016	360.00
126	50	6315	City Hall	1025 Bedco Inc	093816	No Heat - Police - 12/07/2016	240.00
127	50	6315	City Hall	1025 Bedco Inc	093817	City Hall - Sixth Floor - 12/06/2016	240.00

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
128	50	6315	Public Works	6105 Emcor Services Team Mechanical Inc	1623152-01	Fire System Install at PW Mezzanine - 06/28/2016	2,980.00
129	50	6315	Police	2350 Anderson Elevator Co	197942	Elevator Inspections - December 2016	239.98
130	50	6315	Fire Station #61	1025 Bedco Inc	093799	Humidifier Filter Replacement - Fire 61 & 63 - 12/01/2016	283.80
131	50	6315	Fire Station #63	1025 Bedco Inc	093799	Humidifier Filter Replacement - Fire 61 & 63 - 12/01/2016	306.10
132	50	6315	Fire Station #63	1525 Hastings Air-Energy Control Inc	164324	Service Call - Fire #63 - 11/30/2016	563.95
133	50	6315	R&M Buildings & Structures	5387 Core Mechanical Inc	12729	Backup Service Call - Fire 61 - 12/08/2016	2,195.00
134	50	6325	R&M Street Lights	1044 H&H Electric Co	27055 R1	Street Light Repairs - 10/28/2016	950.00
135	50	6325	R&M Street Lights	1044 H&H Electric Co	27156	Access Handhole - Cumberland Station - 11/10/2016	756.00
136	50	6325	R&M Street Lights	1044 H&H Electric Co	27158	Locating Street Light Cables - 11/16/2016	552.30
137	50	7000	Office Supplies	1066 Office Depot	885588790001	1 Case of Copy Paper, 1Dz Paper Pads & 1 Pk of Writing Pads	51.42
138	50	7000	Office Supplies	1644 Warehouse Direct Inc	3302084-0	1 Dz Markers & 2 Boxes of Protector Sheets	23.67
139	50	7000	Office Supplies	1066 Office Depot	886306388001	File Jackets, Copy Paper, Pens, Binder Clips & Correction Fluid	229.60
140	50	7020	Supplies - Safety	1703 Prosafty Inc	2/831340	24 Prs Safety Glasses & 600 Ear Plugs	110.25
141	50	7025	Supplies - Custodial	1511 Cragin Industrial Supply	86142	Orange Pumice Hand Soap - PW	43.58
142	50	7025	Supplies - Custodial	1028 Case Lots Inc	017698	10 Cases of Multifold Towels, Mango Screens, Soap - City Hall	627.90
143	50	7025	Supplies - Custodial	1028 Case Lots Inc	017013	15 Cases of Multifold Towels	532.50
144	50	7025	Supplies - Custodial	1029 Cintas #22	022402688	Soap, Hand Towels, Toilet Paper, Air Freshener - PW	85.96
145	50	7025	Supplies - Custodial	1029 Cintas #22	022399579	Hand Soap, Toilet Paper, Hand Towels, Air Freshener - PW	206.95
146	50	7030	Supplies - Tools & Hardware	2288 Wilson, Lester	Reimb 12/06/2016	2016 Tool Allowance	425.00
147	50	7030	Supplies - Tools & Hardware	3518 O'Reilly Auto Parts	2479-288514	Oil Drain - Shop	239.99
148	50	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	86818	Acrylic Plexi Glass, Pipe Wrap, 2 Pressure Packs, Snips - PW 5056	31.84
149	50	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	3032745	Bit & Bit Holder - Stock	21.94
150	50	7040	Supplies - Vehicle R&M	1057 Menard Incorporated	86818	Acrylic Plexi Glass, Pipe Wrap, 2 Pressure Packs, Snips - PW 5056	43.89

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
151	50	7040	Supplies - Vehicle R&M	1057 Menard Incorporated	87065	PVC Elbow, PVC Pipe, Etc for Beet Juice Truck	14.34
152	50	7040	Supplies - Vehicle R&M	1057 Menard Incorporated	86272	5 Jars of Wax Cleaner - Stock	19.60
153	50	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	628282	3 Light Bulbs - PW 5057	32.07
154	50	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	627116	Air Hose - Shop	16.49
155	50	7040	Supplies - Vehicle R&M	1154 West Side Tractor Sales	N45289	Solenoid - PW 5027	255.00
156	50	7040	Supplies - Vehicle R&M	1154 West Side Tractor Sales	R69373	Solenoid - PW 5027	249.81
157	50	7040	Supplies - Vehicle R&M	1154 West Side Tractor Sales	W50703	Returned Solenoid - PW 5027	(244.96)
158	50	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280065456	4 Tires & 6 Rims - PW 5052 & 5079	2,150.76
159	50	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280065477	4 Tires - Police Stock	431.52
160	50	7040	Supplies - Vehicle R&M	1018 Anderson Lock Company LTD	0929023	Key - Information Technology #2004	5.70
161	50	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	5310170	Plow Belt, Nuts & Washers - PW Stock	765.96
162	50	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	5305381	Hydraulic Fittings & Hose - PW Stock	775.63
163	50	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3004728904	Headlight Housing Assembly & Switch - PW 5055	266.63
164	50	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3004728910	5 Mirror Mounting Kits - PW Stock	248.50
165	50	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3004770327	Steering Drag Link - PW 5052	176.15
166	50	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3004816983	Wheel Hub, Wheel Bearings, Wheel Seal & Axle Gasket - PW507	434.67
167	50	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3004817032	Glass Mirror, Mirror Bezel - PW 5055	138.16
168	50	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3004729026	King Pins, Door Hinges, Hub Cap Gaskets, Wheel Seals - PW 5052	1,093.96
169	50	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs	490-103466-01	2 Batteries - Fire 7500 & Stock	171.80
170	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	804704	Transmission Filter - PW 5064	42.31
171	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	804918	Transmission Pan Gasket - PW 5064	37.10
172	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	799837	Filters, Rotors, Brake Pads, Tie Rod Ends, Diesel Fluid - Stock	4,927.06
173	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	799846	Return - Stocklift - Stock	(2,422.61)
174	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	804819	Price Adjustment to Invoice 799837 - Stock	(4.46)
175	50	7040	Supplies - Vehicle R&M	1674 Spring-Align of Palatine, Inc	105531	Electric Plow Motors - PW Stock	344.42

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176	50	7040	Supplies - Vehicle R&M	1674 Spring-Align of Palatine, Inc	105500	Plow Motors & Solenoids - PW Stock	416.14
177	50	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	808723	60 Wiper Blades - PW	103.44
178	50	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000224833	2 Flood/Spot Lights - Fire 7801	599.68
179	50	7040	Supplies - Vehicle R&M	1739 Morton Grove Automotive Inc	56795	2 Rebuilt Starters - PW 9024 & Fire 7801	245.00
180	50	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	702124	Coded Ignition Cylinder - Police 6056	63.68
181	50	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	409019P	Gear Shift Selector - Police 6056	116.66
182	50	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	409366P	Windshield Washer Hose - Police Stock	33.44
183	50	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	409369P	Wiper Arm - PW 5074	16.02
184	50	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	408996P	Transmission Dip Stick Tube - PW 5064	12.74
185	50	7040	Supplies - Vehicle R&M	1511 Cragin Industrial Supply	R003832	Roll of Mount Tape - Stock	6.79
186	50	7040	Supplies - Vehicle R&M	1526 Global Emergency Products Inc	AG51854	Hydraulic Pump, Lighting, Mounting Plate & Pump Supports-FD 7601	812.69
187	50	7040	Supplies - Vehicle R&M	1526 Global Emergency Products Inc	AG51869	Fuel Level Sender - Fire 7802	76.00
188	50	7040	Supplies - Vehicle R&M	1526 Global Emergency Products Inc	AG52905	Coolant Reservoir Sight Glass - Fire 7802	55.80
189	50	7040	Supplies - Vehicle R&M	1526 Global Emergency Products Inc	AG53551	Pressure Switches & Coolant Probe - Fire 7802	191.34
190	50	7040	Supplies - Vehicle R&M	1526 Global Emergency Products Inc	AG52430	4 Shock Mounts - Fire 7802	134.84
191	50	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027633773675	Air Filter - PW 5079	36.75
192	50	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027633746424	2 Headlights - PW 9030	34.98
193	50	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027634346728	Filter - PW Stock	37.45
194	50	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027634146601	6 Containers Seafoam Gas Treatment - PW Stock	66.18
195	50	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027634446783	2 Headlamps - PW Stock	15.38
196	50	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027634746885	2 Oil Filters - Fire 7502	4.06
197	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1050954	2 Filters - Fire 7601	197.78
198	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1050550	Fuel Filter - Fire 7500	16.64
199	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1050744	Fuel Filter - Fire 7501	9.99
200	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1051550	Blower Motor Resistor - PW 5065	28.49
201	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1051756	Exhaust Pipes, Clamp & Muffler - EMA 6516	270.19
202	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1051764	2 Plow Solenoids - PW Stock	26.98

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203	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1051781	Hood Supports - EMA 6512	39.98
204	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1051950	Fuel Pump - Police 6012	318.39
205	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1052024	Returned 2 Split Flanges - EMA 6512	(51.18)
206	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1052025	Spring Bolt Kit - EMA 6512	9.89
207	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1052226	Linkage Clips - Fire 7802	9.98
208	50	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1052431	2 Headlamps - PW Stock	15.58
209	50	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	131760699	Bulk Oil - Police Stock & Grease - PW Stock	1,089.11
210	50	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	01P416616	Air Suspension Leveling Valve - Central Rod - Stock	28.91
211	50	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	01P416722	2 Brake Pad Kits - Fire 7703	250.64
212	50	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	01P416781	Oil, Air, Fuel, Lubrication & Water Filters - Stock	1,190.25
213	50	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	01P416949	Returned 4 Air Filters - PW Stock	(556.60)
214	50	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	01P416950	4 Air Filters - PW Stock	307.04
215	50	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027633573631	Power Steering Fluid - Stock	59.52
216	50	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027633532518	2 Air Filters, Hydraulic Filter - PW 5087	75.94
217	50	7045	City Hall	1057 Menard Incorporated	86748	2 Work Lights - City Hall	218.00
218	50	7045	City Hall	1057 Menard Incorporated	85667	4 Valves, 4 Connectors - City Hall	48.88
219	50	7045	City Hall	1057 Menard Incorporated	85772	Ball Valve - City Hall	7.59
220	50	7045	City Hall	1057 Menard Incorporated	86933	Christmas Hooks - City Hall	16.48
221	50	7045	City Hall	1057 Menard Incorporated	86004	(2) 6 Pack of Light Bulbs - City Hall	9.98
222	50	7045	City Hall	1057 Menard Incorporated	85890	4 Bolts, Plug - City Hall	7.87
223	50	7045	City Hall	1047 Home Depot Credit Svcs	2597503	Push Button (Doorbell) - City Hall	7.94
224	50	7045	City Hall	1047 Home Depot Credit Svcs	8234761	Credit for Taxes Charged on Invoice	(2.76)
225	50	7045	City Hall	1047 Home Depot Credit Svcs	7011668	Toilet Seat & Screws - City Hall	26.52
226	50	7045	City Hall	1047 Home Depot Credit Svcs	6011772	10 2x4 Studs & 2 Switches - City Hall Lunchroom	30.98
227	50	7045	City Hall	1047 Home Depot Credit Svcs	2081071	2 Unions - City Hall Kitchen Water Line	13.00
228	50	7045	City Hall	1047 Home Depot Credit Svcs	7055150	(9) 1x2x8" Furring Strips - City Hall	23.27
229	50	7045	City Hall	1047 Home Depot Credit Svcs	8585318	Plumbing Parts - City Hall Kitchen	30.57
230	50	7045	City Hall	1047 Home Depot Credit Svcs	7060887	14 Cut-Off Discs for Metal - City Hall Lunchroom	62.61
231	50	7045	City Hall	1047 Home Depot Credit Svcs	21493	Eight 2x4 Studs - City Hall	8.28
232	50	7045	City Hall	1057 Menard Incorporated	87080	Christmas Light Set Fuses - City Hall	11.88

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
233	50	7045	City Hall	1057 Menard Incorporated	87118	Batteries, Dimmer Switch & Misc Electric Supplies - City Hall	122.76
234	50	7045	City Hall	1057 Menard Incorporated	85444	Paint Tray Liners, Brush & Primer - City Hall	54.95
235	50	7045	City Hall	1057 Menard Incorporated	85140	Compression Coupler & Wood Shims - City Hall	30.55
236	50	7045	City Hall	1527 Sherwin Williams	1418-3	(5) 5 Gallons of Grey Paint - City Hall	162.95
237	50	7045	City Hall	2480 Just Faucets	172499	Gaskets & Washers - Stock	12.00
238	50	7045	City Hall	2480 Just Faucets	172359	Stock Toilet Parts - City Hall	586.61
239	50	7045	City Hall	2480 Just Faucets	172364	Handle Repair Kit - City Hall	24.13
240	50	7045	City Hall	2480 Just Faucets	172462	8 O-Rings - City Hall	8.00
241	50	7045	City Hall	2480 Just Faucets	172183	6 Aerators, 2 Solenoids - City Hall	336.00
242	50	7045	City Hall	2480 Just Faucets	172247	2 Plumbing Repair Kits - City Hall	72.56
243	50	7045	City Hall	2031 Rebel's Trophies Inc	76543	Sign - City Hall 6th Floor 11/22/2016	25.00
244	50	7045	City Hall	5805 Banner Plumbing Supply Co Inc	2223470	2 Couplers - City Hall	26.80
245	50	7045	Public Works	5699 March Industries Inc	168808	200 Tie Wire Anchors for Ceiling - PW	130.00
246	50	7045	Public Works	2028 Northwest Electrical Supply	17300002	4 Pull Boxes, 10 Blank Covers - PW	635.61
247	50	7045	Public Works	2313 City Electric Supply Company (CES)	DEP/034416	5 Fuses - PW	14.00
248	50	7045	Public Works	2313 City Electric Supply Company (CES)	DEP/034272	6 Light Bulbs - PW	119.70
249	50	7045	Public Works	2313 City Electric Supply Company (CES)	DEP/034342	Circuit Breaker - PW Improvements	22.75
250	50	7045	Public Works	1550 Addison Building Material Co	843570	8 Anchor Bolts - PW	4.25
251	50	7045	Public Works	1550 Addison Building Material Co	843568	30 Studs & 10 Tracks - PW Improvement	198.60
252	50	7045	Public Works	1057 Menard Incorporated	87357	8 Grinding Wheels - PW Improvements	13.32
253	50	7045	Public Works	1047 Home Depot Credit Svcs	4070965	7 Electric Plate Covers - PW Improvements	22.06
254	50	7045	Public Works	1043 WW Grainger Inc	9297897929	16 Light Bulbs - PW Shop	184.16
255	50	7045	Public Works	1047 Home Depot Credit Svcs	7014602	Light Bulbs and Electric Boxes - PW Improvements	48.64
256	50	7045	Public Works	1047 Home Depot Credit Svcs	0030108	Concrete, Floor Patch - PW Improvements	1,049.60
257	50	7045	Police	1057 Menard Incorporated	85156	Toilet Seat - Police	21.48
258	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	62126MB	2.94 Tons Asphalt - Potholes - 12/07/2016	75.50
259	50	7055	Supplies - Street R&M	1086 Arrow Road Construction	62097MB	9.99 Tons Asphalt - Watermain Break Repair - 12/06/2016	256.53
260	50	7055	Street Light Supplies	1043 WW Grainger Inc	9280627374	10 Light Bulbs - River Walk	110.85
261	50	7055	Street Light Supplies	1043 WW Grainger Inc	9292504082	24 Light Bulbs - Stock	276.24
262	50	7055	Street Light Supplies	1043 WW Grainger Inc	9292504090	Return 24 Light Bulbs - Stock	(276.24)
263	50	7055	Street Light Supplies	1043 WW Grainger Inc	9286635199	23 Street Lights - Stock	326.37
264	50	7055	Street Sign Supplies	2016 Signarama	37999	40 No Parking Signs - Our Lady Guadalupe	450.00
265	50	7055	Other Supplies	1047 Home Depot Credit Svcs	6562448	Grommets, Ropes & Eye Snaps - PD Lobby Flag	83.47

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
266	50	7055	Other Supplies	1057 Menard Incorporated	86155	30 Curb Markers - Winter Operations	56.40
267	50	7055	Other Supplies	1057 Menard Incorporated	87113	Gorilla Silver Tape for Garbage Can Liners	8.39
268	50	7120	Gasoline	1417 Petroleum Traders Corp	1069563	5,500 Gallons of Gasoline Purchase 11/04/2016	7,088.89
269	50	7120	Gasoline	1417 Petroleum Traders Corp	1079497	5000 Gals Unleaded Gas - 12/07/2016	6,969.82
270	50	7130	Diesel	1417 Petroleum Traders Corp	1079496	3000 Gals Diesel - 12/07/2016	5,155.84
271	50	7130	Diesel	1417 Petroleum Traders Corp	1069566	2,500 Gallons of Diesel Fuel Purchase Delivered 11/04/2016	3,682.11
272	50	7140	Electricity	1033 ComEd	5222730006-12/16	Electricity Service 11/02-12/05/2016	235.29
273	50	7140	Electricity	1033 ComEd	4974507003-12/16	Electricity Service 11/02-12/05/2016	364.71
274	50	7140	Electricity	1033 ComEd	2607132134-12/16	Electricity Service 11/01-12/05/2016	300.44
275	50	7200	Other Supplies	1057 Menard Incorporated	87321	10 Cases Drinking Water - City Hall	27.90
276	50	7200	Other Supplies	1644 Warehouse Direct Inc	3298869-0	5 Engineering Field Diaries	168.84
277	50	7200	Other Supplies	1644 Warehouse Direct Inc	3304689-0	5 Engineering Field Diaries	109.60
278	50	8010	Furniture & Fixtures	1047 Home Depot Credit Svcs	30119	Kitchen Cabinets - City Hall Lunchroom	1,915.96
279	50	8010	Furniture & Fixtures	1047 Home Depot Credit Svcs	1234716	Cabinets - City Hall Kitchen	1,979.10
280	50	8010	Furniture & Fixtures	1047 Home Depot Credit Svcs	1250031	Returned Kitchen Cabinets - City Hall Lunchroom	(703.64)
281	50	8010	Furniture & Fixtures	1047 Home Depot Credit Svcs	3972723	Kitchen Cabinets - City Hall	3,546.67
282	50	8010	Furniture & Fixtures	1047 Home Depot Credit Svcs	1290040	Returned Kitchen Cabinets - City Hall	(2,843.03)
283	50	8010	Furniture & Fixtures	1047 Home Depot Credit Svcs	6252214	Cabinets - City Hall	1,275.01
284	50	8010	Furniture & Fixtures	1047 Home Depot Credit Svcs	7020391	Cabinets - City Hall Lunchroom	125.94
285	50	8010	Furniture & Fixtures	4392 Office Furniture Resources	INV1007754	2 Desks & Lateral File Cabinet - Superintendent	1,835.00
286	50	8100	Improvements	1057 Menard Incorporated	86731A	Lumber for New PW Garage	1,071.88
287	Total 50 - Public Works & Engineering						451,106.18

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
288	Police Department						
289	60	5310	Membership Dues	4243 Greater Cook County Police Captains Association	2017 Dues	5 Membership Dues for 2017 (1 Chief, 2DC's, 2 Cmndr's)	150.00
290	60	6000	Professional Services	5975 Aero Removals Trisons Inc	19250CR	Removal & Transport of 3 Deceased for Nov 2016	1,050.00
291	60	6015	Communication Services	1680 Pacific Telemanagement Services	885531	3 Public Pay Phones PD Monthly Service Fee January 2017	228.00
292	60	6110	Printing Services	1541 Walz Certified Mail Solutions LLC	0485890-IN	750 Electronic Certified Mail Forms	529.71
293	60	6110	Printing Services	1142 Copysset Center	47920	4,000 Sidewalk Snow Removal Letter for Businesses 11/30/2016	242.00
294	60	6110	Printing Services	1142 Copysset Center	47916	2,000 Photo ID Cards (ET) 11/30/2016	120.00

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295	60	6185	Animal Control	4125 Golf Rose Boarding & Grooming	12981	Stray Animals November 2016	123.90
296	60	6185	Animal Control	2950 When Nature Calls	8130	Nuisance Animal Control Pick-Ups for Nov 2016	800.00
297	60	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	12/01/2016	Towing Service Police November 2016 (4 Veh's)	155.00
298	60	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	11654827	Investigations Database 10/26-11/25/2016	310.15
299	60	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20160831	Investigations Database August 2016	259.25
300	60	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	835193381	Investigations Database November 2016	288.00
301	60	6195	Miscellaneous Contractual Services	1553 Critical Reach	17-139	2017 Investigations Crime Bulletin Access	685.00
302	60	6310	R&M Vehicles	1036 Des Plaines Car Wash	Oct-Nov2016CityA	Car Washes for Oct-Nov 2016 for City Account	5.00
303	60	6310	R&M Vehicles	1036 Des Plaines Car Wash	Oct 2016 Police	24 Squad Car Washes Oct 2016	200.00
304	60	6310	R&M Vehicles	1036 Des Plaines Car Wash	Nov 2016 PoliceA	Car Washes for Nov 2016 for Police/CED Vehicles	130.00
305	60	6345	R&M Police Range	2066 Sarge's Range Service Inc	SRS-242	Hepa Vacuum Range, Hall, Floors Nov 1, 17 & 30, 2016	462.90
306	60	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1256222A	2 Dz Clips & Binders, 3 Mesh Sorters File	117.61
307	60	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1254273	Tape, Batteries, Post-It Notes, 12 Cases of Copy Paper	534.39
308	60	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1259118	(8) 16 GB USB Flash Drives	74.32
309	60	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1255336	6 Pks Colored Paper, 1 Spindle CDR's, 1 Spindle DVD's	346.97
310	60	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1255373	3 Boxes Hanging Folders	44.07
311	60	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1255475	4 Spindles of CDR's, 2 Boxes of CD Sleeves	179.10
312	60	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1252464	12 Frames for Awards, 1 Day Planner	293.22
313	60	7000	Office Supplies	1389 Garvey's Office Products Inc	PINV1253800	Message, Dater Self Inking Stamper, Plasticware	56.79
314	60	7015	Supplies - Police Range	1244 Ray O'Herron Company Inc	1666294-IN	Orange Less Lethal Shotgun Stock (2)	132.29
315	60	7015	Supplies - Police Range	5197 Kieslers Police Supply Inc	0812469	Department Ammunition for 2016, Multiple Caliber	18,344.80
316	60	7015	Supplies - Police Range	5197 Kieslers Police Supply Inc	0812890	Department Ammunition for 2016, Multiple Caliber	1,628.41
317	60	7200	Other Supplies	5174 Tri-Tech Forensics Inc	139719	20 Personal Protection Kits, 25 Syringe Collection Kits	856.10
318	60	7200	Other Supplies	1580 Mighty Mites	7136	Retirement Plaques, Ofcs & Aux Ofcs	1,371.25
319	60	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121016A	Water Supply 12/01/2016	52.52
320	60	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121016A	Water Supply 12/01/2016	91.23
321	60	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121016A	Water Supply 12/01/2016	91.23
322	60	7300	Uniforms	1117 Chicago Badge & Insignia Co	14527	Retirement Badge, Detective	86.49
323	60	7300	Uniforms	1489 JG Uniforms Inc	11275	1 Softshell & 1 Outershell Jacket for New Ofc	292.90

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
324	60	7300	Uniforms	1489 JG Uniforms Inc	11143	1 Outershell Jacket for New Ofc.	173.00
325	60	7300	Uniforms	1489 JG Uniforms Inc	43897	New Honor Guard Uniform- Topcoat, Dress Blouse & Pants	718.02
326	60	7320	Equipment < \$5,000	5461 L3 Communications Mobile-Vision Inc	0248238-IN	Replacement Cable For In-Car Camera (1)	40.95
327	Total 60 - Police Department						31,264.57
Emergency Management Agency							
328							
329	65	7020	Supplies - Safety	6404 Red Wing Shoe Store	000000002	Safety Boots For 3 Volunteers	693.02
330	65	7020	Supplies - Safety	6404 Red Wing Shoe Store	000000003	Safety Boots For 2 Volunteers	518.73
331	65	7020	Supplies - Safety	6404 Red Wing Shoe Store	000000004	Safety Boots for 1 Employee	207.49
332	65	7200	Other Supplies	1076 Sam's Club Direct	3036	Cups, Lids, Etc. For Emergency Operation Center	123.12
333	65	7550	Miscellaneous Expenses	1076 Sam's Club Direct	7546	Food/Water For Volunteers @ 2016 Our Lady of Guadalupe Event	175.72
334	Total 65 - Emergency Management Agency						1,718.08
Fire Department							
335							
336	70	5325	Training	1252 NIPSTA	15878	FO1:Leadership Class 10/31- 11/02 & 11/07-11/08 - 1 Paramedic	350.00
337	70	5325	Training	1252 NIPSTA	15900	Fire Apparatus Engr Class 10/3- 10/7 & 10/10-10/12/16-1 Paramedic	465.00
338	70	5325	Training	2025 Dahlgren, John	Reimb 10/14/16	IL Fire Apparatus Mechanics Seminar 10/10-10/14/2016-1 Mechanic	354.36
339	70	5325	Training	2034 Village of Romeoville Fire Academy	2016-699	Fire Prevention Principles 11/14- 11/18/2016-2 Paramedics	660.00
340	70	5345	Post-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	614753	4 Annual Physicals-11/03, 11/09 & (2)11/15/2016	1,327.00
341	70	5345	Post-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	614754	1 Lipid/Cholesterol Panel & (2)CBC-11/03, 11/09 & 11/15/2016	60.00
342	70	5345	Post-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	614865	7 Flu Vaccines + \$50 On-Site Nursing Fee 10/25/2016	225.00
343	70	5345	Post-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	615456	2 Annual Physicals 11/22 & 11/30/2016 1 Paramedic/1 Inspector	670.00
344	70	6115	Licensing/Titles	5177 Xerox Government Systems LLC	1296765	4 FH Inspector for iPad Software Lic Renewals 08/22/16- 08/22/17	600.00
345	70	6305	R&M Equipment	1747 Murphy's Contractors Equipment Inc	185694	Repairs to Saw K750 12/01/2016	81.20
346	70	6305	R&M Equipment	3570 AEC Fire Safety & Security Inc	119232	Service Holmatro Tools 11/30/2016 & Male & Female Coupler Cores	507.00

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
347	70	6310	R&M Vehicles	1036 Des Plaines Car Wash	Oct/Nov 16-Fire	3 Full Service Car Washes (2)Oct & (1)Nov	15.00
348	70	7000	Office Supplies	1066 Office Depot	885592775001	1 Dozen 5X8 Writing Pads	11.75
349	70	7000	Office Supplies	1066 Office Depot	885592776001	11 Binders, AA Batteries, Hanging Folders, Pens	82.17
350	70	7000	Office Supplies	1066 Office Depot	884483882001	1 Boxes Labels	47.98
351	70	7025	Supplies - Custodial	1304 HP Products	12872311	1 Case Paper Towels Sta 61 12/01/2016	86.90
352	70	7035	Supplies - Equipment R&M	1747 Murphy's Contractors Equipment Inc	185730	4 Spare Chains for Saws	792.00
353	70	7035	Supplies - Equipment R&M	1745 Suburban Accents Inc	24329	Ten 4" Fire Department Decals	42.75
354	70	7035	Supplies - Equipment R&M	1747 Murphy's Contractors Equipment Inc	185589	3 Spare Saw Blades for 1250 Saw	147.00
355	70	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121016A	Water Supply 12/01/2016	6.63
356	70	7200	Other Supplies	1267 Northwest Community Hospital	Nov 11, 2016	100 Small SOP Books 2016	250.00
357	70	7200	Other Supplies	1076 Sam's Club Direct	5654	Water for Sta 63 12/07/2016	65.78
358	70	7300	Uniforms	1080 Air One Equipment Inc	118092	1 Red Helmet Shield	230.70
359	70	7300	Uniforms	1148 WS Darley & Co	17265020	5 Sets TurnOut Gear for 5 New Candidates	9,486.90
360	70	7300	Uniforms	1148 WS Darley & Co	17256609	1 Set TurnOut Gear for New Candidate 05/18/2016	2,584.08
361	70	7300	Uniforms	1148 WS Darley & Co	17262840	3 Sets TurnOut Gear for 3 New Candidates 07/06/2016	7,395.29
362	70	7300	Uniforms	1570 Public Safety Center Inc	5701834	17 Pairs Koala Tan-Blue Gore Gauntlet Gloves 10/24/2016	1,511.13
363	70	7300	Uniforms	3218 Red Wing Shoe Store	000000001-700	Fire Boots 1 Paramedic	212.00
364	70	7300	Uniforms	3212 On Time Embroidery Inc	37611	3 Pairs Tactical FF Boots (2)Paramedics & 1 Lieutenant	450.00
365	70	7300	Uniforms	3212 On Time Embroidery Inc	37335	3 T-Shirts, L/S Polo, Tactical Fleece Jacket, Oxford Shoes-1 Lt	288.00
366	70	7300	Uniforms	3212 On Time Embroidery Inc	37570	Belt, L/S Polo, Zip Job Shirt - 1 Paramedic	148.00
367	70	7300	Uniforms	3212 On Time Embroidery Inc	36672	Nameplate for 1 P/T Inspector	12.00
368	70	7320	Equipment < \$5,000	5244 American Diving Supply	S15890	1 Neck/Latex Hood & 4 Pairs Wrist Latex for Dive	579.00
369	70	7320	Equipment < \$5,000	6452 Rock River Sports LLC	299	16 Tactical VTAC Backpacks & 8 Tactical Kits	2,024.56
370	Total 70 - Fire Department						31,769.18

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
371	Fire & Police Commission						
372	75	5340	Pre-Employment Exams	1483 Personnel Evaluation Inc	21343	Pre-Employment PEP Testing for 10 Police Candidates Nov 2016	200.00
373	75	5340	Pre-Employment Exams	1483 Personnel Evaluation Inc	21141	Pre-Employment PEP Test Answer Sheets 10/31/2016	16.20
374	Total 75 - Fire & Police Commission						216.20

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
375			Overhead				
376	90	6025	Administrative Services	1005 A/R Concepts Inc	CDP101 Oct 2016A	Collection Services for Oct 2016	388.24
377	90	6195	Miscellaneous Contractual Services	5675 Azavar Audit Solutions	12591A	Utility Tax Audit for Nov 2016 (Nicor 47/60)	495.35
378		Total 90 - Overhead					883.59

379		Total 100 - General Fund					564,061.16
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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
380			Fund: 201 - TIF #1 Downtown Fund				
381	00	6000	Professional Services	1199 Spaceco Inc	70305	Const Engr Svc-Downtown Streetscape Ph 2 10/30- 11/26/2016	25,215.04
382	00	6150	City Maintenance	5399 Beary Landscape Management	38083	Spring Bulb Installation - 11/30/2016	4,975.50
383	00	6150	City Maintenance	5139 All Cleaners Incorporated	121016-Desplain	Sidewalk Snow Removal 12/10- 12/11/2016	2,700.00
384	00	6150	City Maintenance	5139 All Cleaners Incorporated	121116-DesPlain	Sidewalk Snow Removal - 12/11/2016	2,700.00
385	00	6150	City Maintenance	5139 All Cleaners Incorporated	121116-Snow-PM	Sidewalk Snow Removal - 12/11- 12/12/2016	5,400.00
386	00	6150	City Maintenance	5139 All Cleaners Incorporated	120416-Desplaine	Sidewalk Snow Removal - 12/04 - 12/05/2016	5,400.00
387	00	6195	Miscellaneous Contractual Services	2027 American National Skyline Inc	83474.1A	Window Cleaning - Metra Station - 11/21/2016	208.00
388	00	6195	Miscellaneous Contractual Services	1019 Anderson Pest Solutions	4056127	Pest Control - Metra Station - December 2016	36.00
389	00	6195	Miscellaneous Contractual Services	1029 Cintas #22	022402687	Mat Rental/Air Cleaners - Metra Station 12/07/2016	149.86
390	00	6195	Miscellaneous Contractual Services	1029 Cintas #22	022399578	Mat Rental - City Hall/Metra Station - 11/30/2016	73.61
391	00	6195	Miscellaneous Contractual Services	1025 Bedco Inc	093782	Replace East Furnace at Metra Station - 11/25-11/26/2016	4,600.00
392	00	6325	R&M Street Lights	1044 H&H Electric Co	27191	Street Light Repairs - 10/28/2016	624.00
393	00	6325	R&M Street Lights	1044 H&H Electric Co	27157	Repair Cable Damage by Sewer Contractor - 11/14/2016	330.00
394	00	7045	Supplies - Building R&M	1057 Menard Incorporated	86745	Extension Cord - Tree Lighting	42.70
395	00	7045	Supplies - Building R&M	1057 Menard Incorporated	86733	Photo Cell - Metra Station	4.99
396	00	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	0929389	Broom - Metra	64.35
397	00	7050	Supplies - Streetscape	1057 Menard Incorporated	86806	Push Switch - Christmas	4.47
398	00	7050	Supplies - Streetscape	1057 Menard Incorporated	86776	Extension Cord, 2 Rolls of Gorilla Tape - Tree Lighting	96.13
399	00	7050	Supplies - Streetscape	1484 Thompson Rental Station Inc	543828-3	5 Propane - Holiday Tree Lighting - 12/07/2016	111.91
400	00	7050	Supplies - Streetscape	1400 Sternberg Lanterns, Inc	38801	18 Banner Arms	2,952.00
401	00	7050	Supplies - Streetscape	1057 Menard Incorporated	87066	Temporary Lane Markings - Lee Street Between Prairie & Ellinwood	137.86

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
402	00	7050	Supplies - Streetscape	2028 Northwest Electrical Supply	17302909	Christmas Lights	41.86
403	00	7050	Supplies - Streetscape	2016 Signarama	37936	295 Holiday Light Pole Banners - Various Sizes	7,724.75
404	00	7050	Supplies - Streetscape	2016 Signarama	38002	6 Additional Holiday Banners	338.70
405	00	7140	Electricity	1033 ComEd	5310657021-12/16	Electricity Service 11/02-12/05/2016	85.39
406	00	7140	Electricity	1033 ComEd	5310658082-12/16	Electricity Service 11/07-12/05/2016	62.35
407	00	7140	Electricity	1033 ComEd	6045062008-12/16	Electricity Service 11/02-12/05/2016	127.50
408	00	7140	Electricity	1033 ComEd	0237106099-12/16	Electricity Service 11/02-12/05/2016	398.95
409	00	7140	Electricity	1033 ComEd	0392121005-12/16	Electricity Service 11/02-12/05/2016	250.92
410	00	7140	Electricity	1033 ComEd	0445091056-12/16	Electricity Service 11/02-12/05/2016	419.19
411	00	8010	Furniture & Fixtures	1047 Home Depot Credit Svcs	3022326	40 Chairs - Holiday Tree Lighting	799.20
412	00	8375	Bank/Trust/Agency Fees	1718 Amalgamated Bank of Chicago	1855332005-2016A	Bank Agency Fees Bond Series 2013 12/01/2016-11/31/2017	158.33
413	Total 00 - Non Departmental						66,233.56
414	Total 201 - TIF #1 Downtown Fund						66,233.56
415	Fund: 203 - TIF #3 Wille Road Fund						
416	00	8375	Bank/Trust/Agency Fees	1718 Amalgamated Bank of Chicago	1855332005-2016A	Bank Agency Fees Bond Series 2013 12/01/2016-11/31/2017	158.33
417	Total 00 - Non Departmental						158.33
418	Total 203 - TIF #3 Wille Road Fund						158.33
419	Fund: 206 - TIF #6 Mannheim/Higgins Fund						
420	00	8375	Bank/Trust/Agency Fees	1718 Amalgamated Bank of Chicago	1855332005-2016A	Bank Agency Fees Bond Series 2013 12/01/2016-11/31/2017	158.34
421	Total 00 - Non Departmental						158.34
422	Total 206 - TIF #6 Mannheim/Higgins Fund						158.34
423	Fund: 207 - TIF #7 Mannheim/Higgins South						
424	00	6000	Professional Services	1123 Christopher B Burke Engineering LTD	133207	Construction Engr-Orchard Pl Improv 10/30-11/26/2016	26,502.90
425	Total 00 - Non Departmental						26,502.90
426	Total 207 - TIF #7 Mannheim/Higgins South						26,502.90

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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
Fund: 230 - Motor Fuel Tax Fund							
427							
428	00	6000	Professional Services	1120 Chicago Testing Laboratory Inc	16EG70303	2016 CIP Geotechnical Testing 10/01-10/19/2016	2,701.50
429	00	6000	Professional Services	1120 Chicago Testing Laboratory Inc	16EG70304	2016 CIP Geotechnical Testing- 11/09-11/17/2016	2,112.50
430	00	7140	Electricity	1033 ComEd	1521117181-12/16	Electricity Service 11/02-12/05/2016	407.35
431	00	7140	Electricity	1033 ComEd	0725000037-12/16	Electricity Service 11/07-12/08/2016	7.05
432	00	7140	Electricity	1033 ComEd	3657136067-12/16	Electricity Service 11/02-12/05/16	774.79
433	00	7140	Electricity	1033 ComEd	3471079047-12/16	Electricity Service 11/02-12/05/2016	40.41
434	00	7140	Electricity	1033 ComEd	2644104014-12/16	Electricity Service 11/01-12/05/2016	294.75
435	00	7140	Electricity	1033 ComEd	1273119011-12/16	Electricity Service 11/03-12/06/2016	2,727.52
436	00	7160	Ice Control	6461 Compass Minerals America Inc	71559145	530.93 Tons Bulk Rock Salt - Delivered 11/29/2016	22,543.30
437	Total 00 - Non Departmental						31,609.17

438	Total 230 - Motor Fuel Tax Fund						31,609.17
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Fund: 250 - Grant Projects Fund							
439							
440	00	6000	Professional Services	1163 URS Corp	37846067	Construction Engr-River Rd Recon Ph 2 10/29-11/25/2016 R-180-14	31,339.10
441	00	6000	Professional Services	4001 Rick Hiton & Associates	FEMA1935-1	47-Yr 2013 Home Appraisals - HMGP1935 Retainer	3,000.00
442	00	6000	Professional Services	4001 Rick Hiton & Associates	11150202	FEMA 4116- 1967 Big Bend Appraisal 01/25/2016	400.00
443	00	6000	Professional Services	4001 Rick Hiton & Associates	FEMA1935-2	22-Yr 2013 Home Appraisals - HMGP1935 12/08-12/14/2016	4,700.00
444	00	8100	Improvements	5048 Greco Contractors Inc	2014-River2-P26	Contractor- River Rd Ph 2 11/1-11/30/2016 R-179-14	40,685.02
445	Total 00 - Non Departmental						80,124.12

446	Total 250 - Grant Projects Fund						80,124.12
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Fund: 260 - Asset Seizure Fund							
447							
448	00	5325	Training	2474 IL Drug Enforcement Officers Association	4/19-21/2017	IL Drug Enforcement Training Conf April 19-21, 2017-5 Ofc/1 Sgt	1,560.00
449	00	6115	Licensing/Titles	1744 IL Secretary of State	S605962-2017 LF	Late Fee- 2017 Lic Plate Renewal Emission Fail Sq #18	20.00
450	00	7300	Uniforms	1489 JG Uniforms Inc	43649	Ballistic Vest Cover Aux Ofc	143.00
451	00	8010	Furniture & Fixtures	1604 BOS Business Office Systems Inc	56879	ET Office Adjustable Work Desk and Chair	1,005.00
452	Total 00 - Non Departmental						2,728.00

453	Total 260 - Asset Seizure Fund						2,728.00
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Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
454	Fund: 280 - Emergency Telephone System Fund						
455	60	6305	R&M Equipment	1621 AT&T Global Services Inc	SB971690	Service on 911 Backup Phone Center Dec 1 & 2, 2016	357.50
456	Total 60 - Police Department						357.50
457	70	6035	Dispatch Services	5973 Emergency Twenty Four Inc	93807	Elevator Alarm Dispatch Nov 2016	1,526.00
458	Total 70 - Fire Department						1,526.00
459	Total 280 - Emergency Telephone System Fund						1,883.50
460	Fund: 400 - Capital Projects Fund						
461	00	6000	Professional Services	4255 Santacruz Land Acquisitions	2153	Consultant-Ballard Rd Right of Way Acquisition 12/01/2016	3,900.00
462	00	6000	Professional Services	1647 RJN Group Inc	02	Task Order #1-Sanitary Sewer Evaluation thru 12/02/2016 R-135-16	55,788.33
463	00	6000	Professional Services	1199 Spaceco Inc	70010	Const Engr 2015 CIP Street & Utility Cont C 05/01-11/26/2016	14,790.00
464	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	62126MB	2.94 Tons Asphalt - Potholes - 12/07/2016	52.83
465	00	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	62097MB	9.99 Tons Asphalt - Watermain Break Repair - 12/06/2016	179.53
466	00	8100	Improvements	1067 Orange Crush	2016-B-P7	R- 79-16 2016 CIP Street & Utility Contract B 11/03-12/01/2016	781,250.02
467	00	8100	Improvements	5048 Greco Contractors Inc	2014-River2-P26	Contractor- River Rd Ph 2 11/1-11/30/2016	8,375.60
468	Total 00 - Non Departmental						864,336.31
469	Total 400 - Capital Projects Fund						864,336.31
470	Fund: 410 - Equipment Replacement Fund						
471	00	8020	Vehicles	2014 Runnion Equipment Co	138877	Log Loader Truck Replacement R-88-16	187,361.00
472	00	8020	Vehicles	1146 Currie Motors Frankfort Inc	12/05/2016	2017 Ford F-450 Chassis Pickup Truck R-142-16 - Sewer 8029	35,955.00
473	Total 00 - Non Departmental						223,316.00
474	70	7320	Equipment < \$5,000	1080 Air One Equipment Inc	117099	Annual Hose Replacement 10/26/2016	3,896.00
475	70	8020	Vehicles	6465 Safeware Inc	3541650	Purchase of New Zodiac Inflatable Rescue Boat	16,137.03
476	Total 70 - Fire Department						20,033.03
477	Total 410 - Equipment Replacement Fund						243,349.03

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478			Fund: 500 - Water/Sewer Fund				
479	00	4601	New Construction - Sale of Water	1364 Martam Construction	Refund 10/26/16A	Hydrant Meter Refund 10/26/2016	(17.67)
480	00	4601	New Construction - Sale of Water	6494 American Underground Incorporated	Refund 12/14/16A	Hydrant Meter Refund 12/14/2016	(36.86)
481	00	4601	New Construction - Sale of Water	1805 Pine Park Homeowner's Assn	Refund 12/14/16A	Hydrant Meter Refund 12/14/2016	(558.53)
482	00	6000	Professional Services	1356 MWH Americas Inc	1733912	Task Order #2 Scada System - November 2016	2,474.06
483	00	6000	Professional Services	1123 Christopher B Burke Engineering LTD	133208	Update Street Lighting Spec and Details 10/30-11/26/2016	951.00
484	00	6025	Administrative Services	5939 Rickman Contract Services Inc	161106	Contractual Meter Readings - 11/08 - 12/02/2016	8,094.00
485	00	6040	Waste Hauling & Debris Removal	1355 MQ Construction Company	11/07-11	Aggregate Materials and Spoils Removal - 11/07/2016	4,671.79
486	00	6040	Waste Hauling & Debris Removal	1355 MQ Construction Company	11/10-13	Aggregate Materials and Spoils Removal - 11/10/2016	4,237.57
487	00	6040	Waste Hauling & Debris Removal	1355 MQ Construction Company	11/08-12	Aggregate Materials and Spoils Removal - 11/08/2016	4,231.04
488	00	6040	Waste Hauling & Debris Removal	1355 MQ Construction Company	11/08-12	Aggregate Materials and Spoils Removal - 11/08/2016	470.12
489	00	6040	Waste Hauling & Debris Removal	1355 MQ Construction Company	11/10-13	Aggregate Materials and Spoils Removal - 11/10/2016	470.84
490	00	6040	Waste Hauling & Debris Removal	1355 MQ Construction Company	11/07-11	Aggregate Materials and Spoils Removal - 11/07/2016	519.09
491	00	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	140420	Tests for IEPA - 11/30/2016	847.00
492	00	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	16-913	Bench Meter Test - 12/05/2016	21.00
493	00	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	16-918	Bench Meter Test - 12/06/2016	37.00
494	00	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	16-924	3 Bench Meter Tests - 12/09/2016	111.00
495	00	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	16-894	2 Meter Bench Tests - 11/18/2016	252.00
496	00	6310	R&M Vehicles	4998 Perr Truck & Trailer Body Inc	15650	Prep & Paint Interior of Debris Tank - Sewer 8020 11/11/2016	332.50
497	00	6335	R&M Water Distribution System	1606 Dixon Engineering Inc	16-1417	Warranty Inspection of Central Rd. Water Tank - 11/30/2016	2,855.00
498	00	6340	R&M Sewer System	5698 Doors Done Right Inc	8413	Shed Door Replacement @ Levee 50 on 12/09/2016	2,090.00
499	00	6340	R&M Sewer System	5737 Jamerson & Bauwens Electrical Contractors Inc	68372	Megger Testing of Pump Stations - 11/30/2016	780.00
500	00	7000	Office Supplies	1644 Warehouse Direct Inc	3285517-0	Yearly Wall Calendar, 3 Office Chairs - Water Plant	489.81
501	00	7020	Supplies - Safety	1703 Prosafety Inc	2/831400	1 Pair of Hip Boots	150.00
502	00	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	3624617A	Lever for Concrete Saw	17.26
503	00	7030	Supplies - Tools & Hardware	5455 Ace Park Ridge	157147	Square Point, Long Handled Shovel	18.09
504	00	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	86785	Anchors & Wirenuts - Meter Installations	25.44

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505	00	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	86591	4 Drill Bits, LED Light, 10 Anchors, Nuts and Bolts	71.77
506	00	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	86154	2 Sledgehammers - PW	37.96
507	00	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	9069672	7 Rakes, Prybar, Lopper & Utility Knife	282.70
508	00	7035	Supplies - Equipment R&M	2053 USA Bluebook	116563	2 Magnetic Locators	1,539.90
509	00	7035	Supplies - Equipment R&M	1575 Pirtek O'Hare	S2401628.001	Jet Hose, 3 End Fittings - PW	36.56
510	00	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	808723	60 Wiper Blades - PW	77.58
511	00	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1050943	Plow Lights - Sewer 8011	99.95
512	00	7040	Supplies - Vehicle R&M	1202 Standard Equipment Co	C18380	Fittings - PW 8020	88.56
513	00	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280064804	Tire - Stock	127.50
514	00	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280064961	2 Tires - PW 9014	677.80
515	00	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027632731884	2 Air Filters, 2 Fuel Filters - Water 9018	76.85
516	00	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000224527	6 Light Bulbs - Water 9014	34.40
517	00	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	808723	60 Wiper Blades - PW	77.58
518	00	7040	Supplies - Vehicle R&M	1739 Morton Grove Automotive Inc	56795	2 Rebuilt Starters - PW 9024 & Fire 7801	175.00
519	00	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10186546	1 Cu Yd Dirt - Mainbreak Repair - 12/07/2016	26.90
520	00	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10185960	1 Cu Yd of Dirt - Main Break - 11/30/2016	26.90
521	00	7070	Water Meters	1303 HD Supply Waterworks LTD	G058086	One 1-1/2 Test Plug	21.00
522	00	7070	Water Meters	1303 HD Supply Waterworks LTD	G533864	3/4" IPERL Meter	116.00
523	00	7070	Water Meters	1303 HD Supply Waterworks LTD	G523191	Five 1-1/2" Meters	1,860.00
524	00	7070	Water Meters	1303 HD Supply Waterworks LTD	G524168	Qty 25 - 1/2" Meter Couplings	201.00
525	00	7070	Water Meters	2028 Northwest Electrical Supply	17304229	150 Ground Clamps for Meters	378.00
526	00	7070	Other	1709 Ziebell Water Service Products Inc	235831-000	10" Megalug Flanges	234.00
527	00	7070	Other	1527 Sherwin Williams	7039-6	1 Gal Hydrant Paint	59.69
528	00	7070	Other	1527 Sherwin Williams	7040-4	9 Paint Brushes - Hydrant	23.64
529	00	7070	Other	3217 Ozinga Ready Mix Concrete Inc	830969	6.0 Cu Yds Concrete - Mainbreak Repair 11/30/2016	902.38
530	00	7070	Other	1072 Prairie Material Sales Inc	887784343	5.0 Cu Yds Concrete - Mainbreak Repair - 11/29/2016	855.00
531	00	7070	Other	1162 Vollmar Clay Products Inc	172311	60" Valve Vault	746.00
532	00	7070	Other	1437 Des Plaines Material & Supply LLC	211528	6 Varying Sizes Adjusting Rings	145.18
533	00	7070	Other	1355 MQ Construction Company	11/08-12	Aggregate Materials and Spoils Removal - 11/08/2016	1,410.35
534	00	7070	Other	1355 MQ Construction Company	11/10-13	Aggregate Materials and Spoils Removal - 11/10/2016	1,412.52

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535	00	7070	Other	1355 MQ Construction Company	11/07-11	Aggregate Materials and Spoils Removal - 11/07/2016	1,557.26
536	00	7075	Supplies - Sewer System Maintenance	1255 Neenah Foundry Co	521739	10 Solid Sanitary Covers	1,000.00
537	00	7075	Supplies - Sewer System Maintenance	1255 Neenah Foundry Co	521738	Sewer Frames & Adjusting Rings	1,693.00
538	00	7075	Supplies - Sewer System Maintenance	1355 MQ Construction Company	11/07-11	Aggregate Materials and Spoils Removal - 11/07/2016	1,038.18
539	00	7075	Supplies - Sewer System Maintenance	1355 MQ Construction Company	11/10-13	Aggregate Materials and Spoils Removal - 11/10/2016	941.68
540	00	7075	Supplies - Sewer System Maintenance	1355 MQ Construction Company	11/08-12	Aggregate Materials and Spoils Removal - 11/08/2016	940.23
541	00	7075	Supplies - Sewer System Maintenance	1072 Prairie Material Sales Inc	887783038	1 Cu Yd Concrete - Delivered 11/29/2016	367.00
542	00	7075	Supplies - Sewer System Maintenance	1072 Prairie Material Sales Inc	887778884	1.25 Cu Yds Concrete - Delivered 11/25/2016	190.00
543	00	7075	Supplies - Sewer System Maintenance	1047 Home Depot Credit Svcs	8022335	4 U-Bolts, 4 Sleeve Anchors & Ground Rod - Levee 50 Monopole	28.43
544	00	7075	Supplies - Sewer System Maintenance	1047 Home Depot Credit Svcs	8064878	Rebar - Levee 50 Monopole	25.60
545	00	7075	Supplies - Sewer System Maintenance	1043 WW Grainger Inc	9283651843	24 Lights - Levee 50	276.24
546	00	7075	Supplies - Sewer System Maintenance	1018 Anderson Lock Company LTD	0928427	6 Padlocks - Flood Gates	52.08
547	00	7120	Gasoline	1417 Petroleum Traders Corp	1079497	5000 Gals Unleaded Gas - 12/07/2016	652.82
548	00	7120	Gasoline	1417 Petroleum Traders Corp	1069563	5,500 Gallons of Gasoline Purchase 11/04/2016	585.17
549	00	7120	Gasoline	1417 Petroleum Traders Corp	1079497	5000 Gals Unleaded Gas - 12/07/2016	1,175.42
550	00	7120	Gasoline	1417 Petroleum Traders Corp	1069563	5,500 Gallons of Gasoline Purchase 11/04/2016	1,232.70
551	00	7130	Diesel	1417 Petroleum Traders Corp	1069566	2,500 Gallons of Diesel Fuel Purchase Delivered 11/04/2016	350.34
552	00	7130	Diesel	1417 Petroleum Traders Corp	1079496	3000 Gals Diesel - 12/07/2016	347.44
553	00	7130	Diesel	1417 Petroleum Traders Corp	1069566	2,500 Gallons of Diesel Fuel Purchase Delivered 11/04/2016	183.39
554	00	7130	Diesel	1417 Petroleum Traders Corp	1079496	3000 Gals Diesel - 12/07/2016	192.52
555	00	7140	Electricity	1033 ComEd	4995025051-12/16	Electricity Service 11/01-12/05/2016	32.49
556	00	7140	Electricity	1033 ComEd	3526009006-12/16	Electricity Service 11/03-12/05/2016	102.52
557	00	7140	Electricity	1033 ComEd	0640144010-12/16	Electricity Service 11/02-12/05/2016	51.62
558	00	7140	Electricity	1033 ComEd	0096017042-12/16	Electricity Service 11/02-12/05/2016	1,112.09
559	00	7140	Electricity	1033 ComEd	6331089024-12/16	Electricity Service 11/02-12/06/2016	367.97
560	00	7140	Electricity	1033 ComEd	5060090016-12/16	Electricity Service 11/03-12/06/2016	159.54

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561	00	7140	Electricity	1033 ComEd	0762050019-12/16	Electricity Service 11/03-12/06/2016	32.48
562	00	7140	Electricity	1033 ComEd	0575134020-12/16	Electricity Service 10/31-12/01/2016	95.24
563	00	7140	Electricity	1033 ComEd	3461136053-12/16	Electricity Service 11/01-12/02/2016	25.28
564	00	7140	Electricity	1033 ComEd	5814097012-12/16	Electricity Service 11/02-12/05/2016	32.02
565	00	7140	Electricity	1033 ComEd	3240002012-11/16	Electricity Service 10/27-11/28/2016	246.43
566	00	7140	Electricity	1033 ComEd	2038128006-12/16	Electricity Service 11/03-12/05/2016	45.05
567	00	7140	Electricity	1033 ComEd	2148094073-12/16	Electricity Service 11/07-12/06/2016	48.44
568	00	7140	Electricity	1033 ComEd	2902009038-12/16	Electricity Service 11/02-12/06/2016	383.86
569	00	7140	Electricity	1033 ComEd	6152054027-12/16	Electricity Service 11/01-12/02/2016	4,286.03
570	00	7140	Electricity	1033 ComEd	3526170000-12/16	Electricity Service 10/31-12/01/2016	81.10
571	00	7140	Electricity	1033 ComEd	5646761001-12/16	Electricity Service 10/31-12/01/2016	30.22
572	00	7140	Electricity	1033 ComEd	2382141015-12/16	Electricity Service 11/02-12/05/2016	55.51
573	00	7140	Electricity	1033 ComEd	0718079040-12/16	Electricity Service 11/02-12/05/2016	56.76
574	00	7140	Electricity	1033 ComEd	1602149012-12/16	Electricity Service 11/01-12/05/2016	179.50
575	00	8100	Improvements	1067 Orange Crush	2016-B-P7	R- 79-16 2016 CIP Street & Utility Contract B 11/03-12/01/2016	127,987.12
576	Total 00 - Non Departmental						193,595.99
577	30	7000	Office Supplies	1066 Office Depot	884094215001A	7 Steno Books, 5 Pks of Proj Folders, One 3-Hole Punch, Etc.	42.74
578	30	7000	Office Supplies	1066 Office Depot	884094301001A	1 Self-Inking Pad	5.99
579	30	7000	Office Supplies	4239 Anderson Safford	9287A	4 Self-Inking Dater Stamps	143.07
580	30	7000	Office Supplies	1644 Warehouse Direct Inc	3286568-0A	4 Desk Calendars, 2 Appointment Books, Etc.	13.50
581	30	7000	Office Supplies	1644 Warehouse Direct Inc	3299604-0A	3 Cartons of Copy Paper	99.15
582	Total 30 - Finance						304.45
583	Total 500 - Water/Sewer Fund						193,900.44
584	Fund: 510 - City Owned Parking Fund						
585	00	6320	R&M Parking Lots	1044 H&H Electric Co	27192	Library Parking Deck Light Repair - 10/28/216	986.00
586	00	6320	R&M Parking Lots	6105 Emcor Services Team Mechanical Inc	1623153-01	Replace Missing Valves - Library Deck - 05/19/2016	800.00
587	00	6320	R&M Parking Lots	2350 Anderson Elevator Co	197942	Elevator Inspections - December 2016	139.80
588	00	6320	R&M Parking Lots	2350 Anderson Elevator Co	197942	Elevator Inspections - December 2016	280.17

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589	00	7060	Supplies - Parking Lots	1043 WW Grainger Inc	9300558179	6 Light Bulbs - Metro Square	310.26
590	00	7060	Supplies - Parking Lots	1057 Menard Incorporated	85298	Adapter, Elbow, Cement & Primer - Library Deck	42.91
591	00	7060	Supplies - Parking Lots	1018 Anderson Lock Company LTD	0927466	Window & Frame - Library Deck Door - 11/22/2016	131.55
592	00	7140	Electricity	1033 ComEd	2239082030-12/16	Electricity Service 11/02-12/05/2016	786.79
593	00	7140	Electricity	1033 ComEd	5310303000-12/16	Electricity Service 11/02-12/05/2016	310.58
594	00	7140	Electricity	1033 ComEd	4791127023-12/16	Electricity Service 11/02-12/05/2016	3,479.17
595	00	7140	Electricity	1033 ComEd	4722388001-12/16	Electricity Service 11/02-12/05/2016	19.81
596	00	7140	Electricity	1033 ComEd	4974385007-12/16	Electricity Service 11/07-12/08/2016	23.57
597	00	7140	Electricity	1033 ComEd	0354464001-12/16	Electricity Service 11/02-12/05/2016	3,299.04
598	Total 00 - Non Departmental						10,609.65

599	Total 510 - City Owned Parking Fund						10,609.65
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Fund: 520 - Metra Leased Parking Fund							
600							
601	00	4665	Parking Fees	1165 Union Pacific Railroad	Nov 2016A	Parking Fees for Nov 2016	3,313.93
602	00	7060	Supplies - Parking Lots	1728 Total Parking Solutions Inc	103700	Receipt Paper - Parking Meters	640.00
603	00	7140	Electricity	1033 ComEd	5310666002-12/16	Electricity Service 11/02-12/05/2016	1,151.87
604	Total 00 - Non Departmental						5,105.80

605	Total 520 - Metra Leased Parking Fund						5,105.80
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Fund: 600 - Risk Management Fund							
606							
607	00	5345	Post-Employment Exams	1015 Alexian Brothers Corporate Health Svcs	616677	Police Random Testing 11/28/2016	75.00
608	00	5350	Substance Abuse Program	1015 Alexian Brothers Corporate Health Svcs	611497	PW CDL Random Testing 10/06-10/18-10/31/2016	470.00
609	00	5350	Substance Abuse Program	1015 Alexian Brothers Corporate Health Svcs	611119	Police Random Testing 10/4/2016 & 10/06/2016	125.00
610	00	5545	MICA Deductible	1061 Municipal Insurance Cooperative	1671546 050287	MICA Deductible 10/03/2015	1,000.00
611	00	5545	MICA Deductible	1061 Municipal Insurance Cooperative	1735955 050355	MICA Deductible 07/11/2016	1,000.00
612	00	5545	MICA Deductible	1061 Municipal Insurance Cooperative	1782938 050306	MICA Deductible 07/19/2016	1,000.00
613	00	5545	MICA Deductible	1061 Municipal Insurance Cooperative	1784649 050308	MICA Deductible 01/20/2016	1,000.00
614	00	5545	MICA Deductible	1061 Municipal Insurance Cooperative	1671527 050241	MICA Deductible 01/16/2016	29.01
615	00	5545	MICA Deductible	1061 Municipal Insurance Cooperative	1671692 050262	MICA Deductible 10/29/2015	610.00
616	00	5545	MICA Deductible	1061 Municipal Insurance Cooperative	1671703 050264	MICA Deductible 04/04/2016	1,000.00
617	00	5545	MICA Deductible	1061 Municipal Insurance Cooperative	171710 050265	MICA Deductible 04/04/2016	1,000.00
618	00	5545	MICA Deductible	1061 Municipal Insurance Cooperative	1732462 050266	MICA Deductible 06/29/2016	1,000.00
619	00	5545	MICA Deductible	1061 Municipal Insurance Cooperative	1743680 050267	MICA Deductible 05/11/2016	1,000.00
620	Total 00 - Non Departmental						9,309.01

621	Total 600 - Risk Management Fund						9,309.01
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City of Des Plaines

Warrant Register 01/03/2017

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
622	Fund: 700 - Escrow Fund						
623	N/A	2430	Escrow - Police Items	1320 IL State Police	Cost01755-11/16A	Background Check Services Nov 2016 Fingerprints	108.00
624	N/A	2464	Hydrant Deposits	1364 Martam Construction	Refund 10/26/16A	Hydrant Meter Refund 10/26/2016	1,100.00
625	N/A	2464	Hydrant Deposits	1805 Pine Park Homeowner's Assn	Refund 12/14/16A	Hydrant Meter Refund 12/14/2016	1,100.00
626	N/A	2464	Hydrant Deposits	3573 Lorusso Cement Contractors Inc	Refund 12/06/16A	Hydrant Meter Refund 12/06/2016	1,100.00
627	N/A	2464	Hydrant Deposits	5383 Perez Tree Service & Landscape	Refund 12/13/16A	Hydrant Meter Refund 12/13/2016	1,100.00
628	N/A	2464	Hydrant Deposits	6494 American Underground Incorporated	Refund 12/14/16A	Hydrant Meter Refund 12/14/2016	1,100.00
629	N/A	2486	Additional Contracts - Engineering	1067 Orange Crush	2016-B-P7	R- 79-16 2016 CIP Street & Utility Contract B 11/03-12/01/2016	1,030.46
630	N/A	2493	Escrow Projects	4631 Sparkles Entertainment Incorporated	12/02/2016	12/02/2016 Holiday Lighting Entertainment	400.00
631	Total N/A						7,038.46
632	Total 700 - Escrow Fund						7,038.46
633	GRAND TOTAL					2,107,107.76	

City of Des Plaines

Warrant Register - 01/03/2017

Manual Checks

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount
634	Fund: 100 - General Fund					
635	20	6015	Communication Services	1010 AT&T Mobility	2870253339591216	Communication Service 11/04-12/03/2016 455.44
636	20	6015	Communication Services	1010 AT&T Mobility	839230867x121116	Communication Service 11/04-12/03/2016 15.60
637	Total 20 - City Administration					471.04
638	60	6015	Communication Services	1009 AT&T	847R18054611-16	Communication Service 11/28-12/27/2016 63.20
639	60	7010	Supplies - Community Relations	6512 Long, Scott	121516	Entertainment for Volunteer Dinner 12/15/2016 1,200.00
640	Total 60 - Police Department					1,263.20
641	Total 100 - General Fund					1,734.24
642	Fund: 410 - Equipment Replacement Fund					
643	70	8020	Vehicles	6516 Pierce Manufacturing Inc	M50245	Purchase of Fire Engine Thru HGACBuy Purchase Coop R-163-16 612,185.00
644	Total 70 - Fire Department					612,185.00
645	Total 410 - Equipment Replacement Fund					612,185.00
646	Fund: 500 - Water/Sewer Fund					
647	00	6015	Communication Services	1032 Comcast Cable	11/20/2016 x6216	Internet/Cable Service 11/27-12/26/2016 104.85
648	Total 00 - Non Departmental					104.85
649	Total 500 - Water/Sewer Fund					104.85
650	GRAND TOTAL					614,024.09

City of Des Plaines
Warrant Register 01/03/2017
Bank of America Credit Card

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
651	Fund: 100 - General Fund						
652	20	5320	Conferences	1485 ILCMA - IL City/County Management Assoc	PC - 14041	Metro Managers Conference for City Manager - November 2016	25.00
653	20	6195	Miscellaneous Contractual Services	5096 iStock	PC - 14054	Purchase of Illustration Rights 11/11/16 to 12/10/16	40.00
654	20	6195	Miscellaneous Contractual Services	6010 Constant Contact Inc	PC - 14065	Monthly Subscription to Constant Contact 11/12/16 to 12/11/16	5.00
655	20	6530	Subsidy - Community Outreach	5038 Lee St BP	PC - 14073	Emergency Assistance (4) Gas Cards	100.00
656	20	6530	Subsidy - Community Outreach	4444 Misc Vendor for Procurement Card	PC - 14034	"Take Charge of Your Health" Program Supplies 11/16/2016	10.18
657	20	6535	Subsidy - Youth Commission	4444 Misc Vendor for Procurement Card	PC - 13994	YC Event at River Rand Bowl on 10/21/2016	110.00
658	20	6535	Subsidy - Youth Commission	4413 Panera Bread	PC - 14046	YC YES Seminar Supplies 11/12/2016	139.90
659	20	6535	Subsidy - Youth Commission	4624 Little Caesars	PC - 14076	Youth Commission Halloween Fest 10/29/2016	275.00
660	20	6535	Subsidy - Youth Commission	5060 Dollar Tree Stores Inc	PC - 14058	(48) Folders for Y.C. YES Seminar 11/12/2016	48.00
661	20	6535	Subsidy - Youth Commission	6515 Arnie Salerno's Pizzeria	PC - 13998	Youth Commission Meeting Supplies 11/28/2016	47.53
662	20	6535	Subsidy - Youth Commission	4347 Oriental Trading Co	PC - 14007	Youth Commission Holiday Hoopla Event 12/10/2016	175.25
663	20	6535	Subsidy - Youth Commission	2318 Jewel Food Store	PC - 13997	YC Supplies for Meeting on 11/28/2016	12.98
664	20	7000	Office Supplies	4348 Amazon.Com	PC - 14052	AAA Batteries for City Use	28.48
665	20	7000	Office Supplies	4348 Amazon.Com	PC - 14056	AA Batteries for City Use	20.58
666	20	7000	Office Supplies	4348 Amazon.Com	PC - 14075	Dymo Labels for IT Department	10.71
667	20	7200	Other Supplies	4348 Amazon.Com	PC - 14042	1/2" Black Velcro for IT Department	47.00
668	20	7200	Other Supplies	4348 Amazon.Com	PC - 14029	Nylon Spacer Bushings for IT Department	16.68
669	20	7200	Other Supplies	4348 Amazon.Com	PC - 14019	Zinc Bolts for IT Department	18.26
670	20	7200	Other Supplies	4348 Amazon.Com	PC - 14067	Shredder Bags for IT Department	13.43
671	20	7200	Other Supplies	1057 Menard Incorporated	PC - 14039	Lock Nuts and Washers for IT Department	19.84
672	20	7320	Equipment < \$5,000	3518 O'Reilly Auto Parts	PC - 14038	Electrical Wires, Splicers and Tape for IT Department	56.91
673	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 14053	USB DVD Burner for City Use	33.00
674	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 14011	USB Car Chargers for Police Department	26.25
675	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 14012	Cisco 7975G Phones for City Use	934.95
676	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 14013	Cannon Digital Camera for CED Department	119.00

City of Des Plaines
Warrant Register 01/03/2017
Bank of America Credit Card

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
677	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 14014	Barcode Scanner for Police Department	231.27
678	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 13989	MS Surface Wireless Keyboard for Media Director	24.95
679	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 14002	DVI To DVI Cables for City Use	10.99
680	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 14057	MS Surface Dock and Cables for City Use	165.36
681	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 14018	1/2" Black Loom for IT Department	14.98
682	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 14059	Logitech Wireless Keyboard / Mouse for City Use	99.75
683	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 14060	Cisco 7975G Phones for City Use	393.98
684	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 14037	Samsung Phone Swivel Belt Clip for City Use	24.70
685	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 14071	Dymo Label Maker for IT Department	57.95
686	20	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 14066	iPhone 6 Charging Cables for City Use	22.98
687	Total 20 - City Administration						3,380.84

688	50	5310	Membership Dues	5172 Association of State Floodplain Managers - ASFPM, The	PC - 14078	Membership Fee 01/01-12/31/2017 - Dir of PW/ENG	150.00
689	50	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 14032	TV Wall Mounts for Lunch Room	64.99
690	50	7110	Natural Gas	4315 Chicago GTI/Clean Energy	PC - 14010	Natural Gasoline 11/18/2016	12.08
691	50	7110	Natural Gas	4315 Chicago GTI/Clean Energy	PC - 14051	Natural Gasoline 11/09/2016	12.91
692	50	7110	Natural Gas	4315 Chicago GTI/Clean Energy	PC - 14070	Natural Gasoline 11/03/2016	12.34
693	50	7200	Other Supplies	4348 Amazon.Com	PC - 13999	2-IPhone 6S Belt Clips	29.98
694	50	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 14083	Display Adapter for Public Works	49.95
695	50	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 14022	Samsung 55" LED TV for Lunch Room	737.44
696	50	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 14047	LX Dual Side-By-Side Monitor Arms for Public Works	259.98
697	50	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 14048	LX Dual Side-By-Side Monitor Arms for Public Works	259.98
698	50	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 14080	Brochure Rack for Public Works	99.62
699	Total 50 - Public Works & Engineering						1,689.27

700	60	5310	Membership Dues	4360 Paypal	PC - 14061	Crime Analyst of IL-Dues 11/08/2016-11/07/2017-Records Dept	36.40
701	60	5335	Travel Expenses	4444 Misc Vendor for Procurement Card	PC - 14072	Parking Fee for Officer Award Ceremony 11/03/2016	34.00
702	60	7000	Office Supplies	5055 Office Max	PC - 14043	CD's and Sleeves for Crime Free Housing Training Class	34.98

City of Des Plaines
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Bank of America Credit Card

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
703	60	7010	Supplies - Community Relations	4348 Amazon.Com	PC - 13991	Community Relations Supplies, Instant Camera, Case, Film for ONP	225.97
704	60	7015	Supplies - Police Range	4444 Misc Vendor for Procurement Card	PC - 14074	Targets for Patrol Shift Training	148.80
705	60	7015	Supplies - Police Range	1057 Menard Incorporated	PC - 13995	Range Supplies, Black Paint, Rags and Stackable Bins	60.12
706	60	7200	Other Supplies	4177 Uline	PC - 13996	6 Boxes Rubber Gloves Size Large	113.41
707	60	7200	Other Supplies	2509 Lynn Peavey Co	PC - 13993	Evidence Bags, Tape, Envelopes and 1 Metric Tape Measurer	269.75
708	60	7200	Other Supplies	4435 Safariland LLC	PC - 13992	4 Cans Snow Print Spray wax, 1 Fiberglass Fingerprint Brush	82.75
709	60	7200	Other Supplies	1057 Menard Incorporated	PC - 14055	(5 Rolls) of Caution Tape, (15) 48' Orange Driveway Markers	50.77
710	60	7200	Other Supplies	1057 Menard Incorporated	PC - 14063	2 Rolls Orange Electric Tape for Training	3.98
711	60	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 14003	GlobalSat GPS Receivers for Police Department	304.50
712	60	7320	Equipment < \$5,000	6513 Dick's Clothing & Sporting Goods	PC - 14030	2 Pop-Up Tents and 2 Packs of Stakes	179.96
713	60	7320	Equipment < \$5,000	6513 Dick's Clothing & Sporting Goods	PC - 14035	Refund-Charged Wrong Price in Error on 2 Pop-Up Tents	(20.00)
714	60	7500	Postage & Parcel	1700 United States Postal Service	PC - 14004	Postage to Return Damaged Body Cameras 11/23/2016	3.59
715	60	7550	Miscellaneous Expenses	4413 Panera Bread	PC - 14079	Coffee and Bagels for In Service Training 11/02/16	27.58
716	Total 60 - Police Department						1,556.56
717	65	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 14064	Training Supplies - 11/10/2016 Day 2 of Law Enforcement Exercise	45.33
718	65	7200	Other Supplies	1047 Home Depot Credit Svcs	PC - 14008	One Pack of AAA Batteries & One Can of Touch Up Paint	25.83
719	65	7550	Miscellaneous Expenses	2412 Giuseppe's La Cantina	PC - 14049	Training Supplies - 11/10/2016 Day 2 of Law Enforcement Exercise	228.27
720	65	7550	Miscellaneous Expenses	5288 Dunkin Donuts, Inc	PC - 14001	Food For Volunteers at Fire on 11/25/2016	27.78
721	65	7550	Miscellaneous Expenses	4630 Allegretti's Stuffed Pizza Inc	PC - 14084	Food For Volunteers-Pumpkin Patrol 10/3102016	178.80
722	Total 65 - Emergency Management Agency						506.01
723	70	5325	Training	1551 IL Fire Inspectors Assoc	PC - 14077	IFIA Mini-Seminar-Did you Know-1 Div Chief 11/18/2016	50.00
724	70	5325	Training	4360 Paypal	PC - 14081	Fire Alarm Summit Exhibits-1 Inspector 11/09/2016	50.00

City of Des Plaines
Warrant Register 01/03/2017
Bank of America Credit Card

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount	
725	70	5325	Training	4360 Paypal	PC - 14085	Fire Alarm Summit Exhibits-1 P/T Inspector 11/09/2016	50.00
726	70	5325	Training	2419 FireCompanies.com	PC - 14082	Quarterly Website Training 11/01/2016-/01/31/2017	119.97
727	70	5325	Training	1808 Fire Training Resources	PC - 13990	Office Leadership Training 02/16/2017 - Firefighter/Engineer	150.00
728	70	7035	Supplies - Equipment R&M	4444 Misc Vendor for Procurement Card	PC - 14005	Thermostat Part for the Fire Station 62 Oven	91.33
729	70	7200	Other Supplies	4386 Pennwell Corp	PC - 14033	3 Books for Training	259.70
730	70	7200	Other Supplies	2362 Kmart	PC - 14026	Gauze Pads and Supplies for Citizens Fire Academy	48.07
731	70	7300	Uniforms	3212 On Time Embroidery Inc	PC - 14025	Fire Department Sweatshirt for FP Clerk	65.00
732	70	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 14031	Treats for Citizen Fire Academy's Graduation 11/16/2016	44.95
733	Total 70 - Fire Department						929.02

734	Total 100 - General Fund						8,061.70
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735	Fund: 250 - Grant Projects Fund						
736	00	7525	Meals	6514 Brandy's Restaurant	PC - 14009	Required Meals for The Tobacco Enforcement Grant 11/22/16	31.76
737	00	7525	Meals	6514 Brandy's Restaurant	PC - 14028	Required Meal for the Tobacco Enforcement Grant 11/16/16	31.08
738	Total 00 - Non Departmental						62.84

739	Total 250 - Grant Projects Fund						62.84
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740	Fund: 260 - Asset Seizure Fund						
741	00	5325	Training	4444 Misc Vendor for Procurement Card	PC - 14017	Gasoline for Traveling to Training 11/18/2016	19.63
742	00	5325	Training	5066 ExxonMobil	PC - 14027	Gasoline for Traveling to Training 11/16/2016	23.77
743	00	5325	Training	5628 Drury Hotels Company LLC	PC - 14020	Room Rental for Canine Recertification Course Nov. 16- 18, 2016	156.80
744	00	7200	Other Supplies	5065 Pet Supplies Plus	PC - 14000	Food for Police Canine 11/25/2016	37.96
745	00	7200	Other Supplies	5065 Pet Supplies Plus	PC - 14068	Food for Police Canine 11/04/2016	54.98
746	Total 00 - Non Departmental						293.14

747	Total 260 - Asset Seizure Fund						293.14
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City of Des Plaines
Warrant Register 01/03/2017
Bank of America Credit Card

Line #	Org	Account	Vendor	Invoice	Invoice Desc	Amount
748	Fund: 400 - Capital Projects Fund					
749	00	5320	Conferences 6520 Uber	PC - 14023	Taxi 11/17/2016-Las Vegas Hotel to Airport-Autodesk Conf	11.94
750	00	5320	Conferences 6520 Uber	PC - 14021	Taxi 11/17/2016-O'Hare Airport to Residence	16.40
751	00	5320	Conferences 6520 Uber	PC - 14044	Taxi 11/14/2016-Las Vegas Airport to Hotel-Autodesk Conf	13.76
752	00	5320	Conferences 6520 Uber	PC - 14045	Taxi 11/14/2016-Residence to O'Hare Airport-Autodesk Conf	16.23
753	00	5320	Conferences 5810 Venetian Casino Resort LLC/Palazzo	PC - 14040	Lodging-Autodesk Conference 11/14-11/17/2016	585.76
754	00	6110	Printing Services 6511 Cushing & Company	PC - 14069	9-Map Books Printed	1,039.47
755	00	7320	Equipment < \$5,000 4348 Amazon.Com	PC - 14062	2- Electronic Distance Measuring Wheel	356.86
756	Total 00 - Non Departmental					2,040.42
757	Total 400 - Capital Projects Fund					2,040.42
758	Fund: 420 - IT Replacement Fund					
759	00	8000	Computer Software 6521 Fonts Com	PC - 14024	Helvetica and Trajan Pro Fonts for Media Department	1,087.20
760	Total 00 - Non Departmental					1,087.20
761	Total 420 - IT Replacement Fund					1,087.20
762	Fund: 600 - Risk Management Fund					
763	00	5310	Membership Dues 6522 Public Risk Management Association	PC - 14050	Annual Membership 11/01/2016 to 10/31/2017 Director of HR	385.00
764	Total 00 - Non Departmental					385.00
765	Total 600 - Risk Management Fund					385.00
766	Fund: 700 - Escrow Fund					
767	N/A	2493	Escrow Projects 4633 Walgreens	PC - 14016	12/02/2016 Holiday Lighting Ceremony Candy Canes	71.48
768	N/A	2493	Escrow Projects 4639 Google	PC - 14006	Restaurant Week Google AdWords 11/23/2016	3.90
769	Total N/A					75.38
770	Total 700 - Escrow Fund					75.38
771	GRAND TOTAL					12,005.68

City of Des Plaines
Warrant Register 01/03/2017
Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 2,107,107.76 **	1/3/2017
Manual Checks	\$ 614,024.09 **	12/16/2016
Payroll	\$ 1,376,958.15	12/23/2016
RHS Payout	\$ -	
Electronic Transfer Activity:		
Bank of America Credit Card	\$ 12,005.68 **	12/20/2016
Chicago Water Bill ACH	\$ 209,222.72	12/30/2016
Postage Meter Direct Debits	\$ 3,250.06	12/15/2016
Utility Billing Refunds	\$ 150.89	12/8/2016
First Merit Bank Fees	\$ 148.00	12/15/2016
IMRF Payments	\$ -	
FEMA Buyouts	\$ -	
Debt Service	\$ -	
Employee Medical Trust	\$ 688,038.79	1/2/2017
Total Cash Disbursements:	<u>\$ 5,010,906.14</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 January 2017

Ayes _____ Nays _____ Absent _____

Gloria J. Ludwig, City Clerk

Matthew J. Bogusz, Mayor



MEMORANDUM

Date: December 14, 2016

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
Michael McMahon, Community and Economic Development Director

From: Lauren Pruss, Economic Development Coordinator 

Subject: Business Assistance Program Approval, Multi-Unit Retail Grant Program
1500 Lee Street, Jewel Osco (5th Ward)

Issue: The Business Assistance Program requires City Council approval on all applications with a project award amount over \$10,000.00.

Analysis: Jetco Properties, Inc. has filed a business assistance application on behalf of Jewel Osco for the 1500 Lee Street location requesting approval for a multi-unit retail grant of \$50,000. The applicant intends to spend approximately \$1.44M to renovate the interior of the existing grocery store and façade of the multiple tenant building. The façade improvements include new cultured stone pilasters and cornice details on the existing dryvit façade, repair and tuck pointing of the existing masonry façade, and painting of the existing metal canopy. The total cost of work for grant eligible facade improvements is \$130,000 according to a quote provided from the selected contractor for the project. The Multi-Unit Retail Grant Program is a sliding scale 50% matching grant for eligible expenses. Based upon the size of the building and cost of the project, the property qualifies for the maximum grant of \$50,000.

Recommendation: I recommend that the City Council adopt Resolution R-3-17 to approve the Business Assistance Program applicant for reimbursement up to \$50,000.00 based upon project completion.

Attachments:

- Attachment 1: Application
- Attachment 2: Contractor's Quote
- Attachment 3: Proposed Elevations
- Attachment 4: Resolution R-3-17



REMINDER: Application must be approved prior to starting the project. For assistance, please contact Community and Economic Development at CED@desplaines.org or 847.391.5384. Please remember, the Interior Build-Out, Façade, and Outdoor Dining programs are for food/beverage/sales tax generating businesses.

DES PLAINES BUSINESS ASSISTANCE PROGRAM APPLICATION

Applicant Name: Jetco Properties, Inc.

Business Name: Jewel Osco

Address: 819 S. Elmhurst Rd / 1500 S. Lee St

Business Phone: 630-948-6076 Alternative Phone: 773-343-0690

Email: david.hene@jewelosco.com Fax: _____

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

No, I have applied on _____

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

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

Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

When does the lease expire? _____

***Disclaimer**

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

REMINDER: This application page must be completed and submitted in addition to the following applicable subprograms (pages 21-25)



MULTI-UNIT RETAIL GRANT APPLICATION

Please submit a contractor's work proposal narrative, detailed cost estimate and illustration with dimensions.

Description of the project: Architectural upgrade to facade of Jewel Osco and associated retail shops per attached plans

Estimated cost (quote from contractor): Bids forthcoming

Requested Grant Amount: \$50,000

Anticipated start date of project: 1/3/2017

Anticipated completion date of project: 2/23/2017

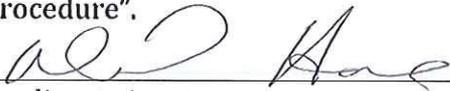
Requested Reimbursement Amount: \$50,000

Grant Program Rules

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

- DFH Applicants must install at least \$15,000 in eligible improvements.
- DFH Businesses may apply for one grant award per business over the life of the program.
- DFH All work must be started within six (6) months, and completed within twelve (12) months from receiving the "Letter of Approval."
- DFH If any business chooses to accept the grant award they must agree not to remove program items for any reason without limitation for a period of (5) five years after receiving the grant money.
- DFH If any business removes said items for any reason in this (5) five year period they must re pay the entire grant award in full within (30) thirty days of removal.
- DFH Applicants must receive a "Letter of Approval" and secure all necessary permits before work may begin.
- DFH I have received the "Multi-Unit Retail Program Guidelines".
- DFH I have received the "Multi-Unit Retail Grant Program Administrative

Procedure".


Applicant signature

12/14/2016
Date

REMINDER: This application page must be submitted WITH general program page 21

Store # 3425



REMODEL SCOPE

Fixture plan dated 11-28-16/ Scope walk 11-28-16

Jewel Osco #3425
 1500 South Lee Street
 Des Plaines, IL
 Owned Building
 Start Date: 1/2/17
 Completion Date: 2/23/17
 Grand Opening Date: TBD

Total Spend
 \$129,508

Description	Equipment	Miscellaneous Contractor	Refrigeration Contractor	General Contractor	FREIGHT	TAX	Equipment & Installation Budget	Comments	SYS. #VALUE!	Capital Expense \$0
Priorities:										
1 Exterior:	\$3,490.00	\$0.00	\$0.00	\$126,018.47	\$0.00	\$0.00	\$129,508.47			
Owner vendor to remove Jewel Osco Sign, refurbish and reinstall. Furnish and install temp signage banner	\$3,490.00				\$0.00	\$0.00	\$3,490.00			
New Pilasters with cultured stone				\$13,598.02	\$0.00	\$0.00	\$13,598.02			
Clean and relamp fixtures, include lamp recycling per plan note				\$2,200.69	\$0.00	\$0.00	\$2,200.69			
New EFIS façade with sand finish				\$80,965.01	\$0.00	\$0.00	\$80,965.01			
New EFIS cornice with prefinished metal cap				\$5,209.75	\$0.00	\$0.00	\$5,209.75			
Paint Existing metal Canopy				\$6,228.80	\$0.00	\$0.00	\$6,228.80			
Paint existing EFIS façade and accent band				\$1,671.70	\$0.00	\$0.00	\$1,671.70			
Power was and repair brick as required to like new condition				\$2,862.50	\$0.00	\$0.00	\$2,862.50			
Winter conditions for exterior façade work- GC's own this to drive schedule				\$11,278.25	\$0.00	\$0.00	\$11,278.25			
Power wash soffits				\$2,003.75	\$0.00	\$0.00	\$2,003.75			
					\$0.00	\$0.00	\$0.00			



Existing Elevation



Proposed Elevation

Finish Legend

- | | | | |
|---|---------------------------|---|---|
|  | A - White Dove OC-17 BM |  | C - Decatur Buff HC-38 BM |
|  | B - Shaker Beige HC-45 BM |  | D - Sierra Ledge, Bourbon Creek,
By Coronado Stone |

Keynotes:

1. New pilaster with cultured stone.
2. Existing EIFS to be painted.
3. Refurbish and relocate existing sign.
4. New EIFS cornice with prefinished metal cap.
5. Existing Storefront; no change.

6. Existing aluminum coping to remain.
7. Existing EIFS to be painted.
8. Existing sign; no change.
9. Existing brick to be power washed and repaired as required to like new condition. Typical.
10. Existing metal canopy to be painted.

Address

1500 South Lee Street, Des Plaines 60018



Camburas & Theodore Ltd.
Architecture + Interiors

Date
11-22-18

Store #

3425

CITY OF DES PLAINES

RESOLUTION R - 3 - 17

A RESOLUTION APPROVING A BUSINESS ASSISTANCE PROGRAM MULTI-UNIT RETAIL GRANT FOR FAÇADE IMPROVEMENTS AT 1500 LEE STREET

WHEREAS, the City has appropriated funds for use by the Community and Economic Development Department during the 2017 fiscal year for the disbursement of grants through the Business Assistance Program Multi-Unit Retail Grant Program ("**Program**"); and

WHEREAS, the Program offers grants to reimburse property owners for 50 percent of the costs of rehabilitating eligible commercial shopping centers with two or more tenants located in the City, up to \$50,000, based on the size of the property; and

WHEREAS, Jetco Properties, Inc. ("**Applicant**") owns the multi-tenant property commonly known as 1500 Lee Street in the City ("**Subject Property**"); and

WHEREAS, the Applicant has applied for a Program grant ("**Grant**") on behalf of Jewel Osco to complete improvements to the exterior of the existing multi-tenant building on the Subject Property ("**Exterior Improvements**"); and

WHEREAS, the estimated cost of the Exterior Improvements is \$130,000; and

WHEREAS, the Subject Property is eligible to receive a Grant award of up to \$50,000 due to its size; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve and authorize the Grant to reimburse the Applicant for 50 percent of the cost of the Exterior Improvements at the Subject Property, in an amount not to exceed \$50,000;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL 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 GRANT. The City Council hereby approves the Grant to reimburse the Applicant for Exterior Improvements at the Subject Property in accordance with the Program guidelines and in an amount not to exceed \$50,000.

SECTION 3: AUTHORIZATION TO DISBURSE GRANT. The City Council hereby authorizes and directs the City Manager or his designee to take all necessary and appropriate action to reimburse the Applicant for 50 percent of the costs of the Exterior Improvements at the Subject Property in accordance with the Program guidelines and in an amount not to exceed \$50,000.

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 _____, 2017.

APPROVED this ___ day of _____, 2017.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving the BAP Application for 1500 Lee Street



MEMORANDUM

Date: December 14, 2016

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
Michael McMahon, Community and Economic Development Director

From: Lauren Pruss, Economic Development Coordinator 

Subject: Business Assistance Program Approval, Multi-Unit Retail Grant Program
819 Elmhurst Road, Jewel Osco (5th Ward)

Issue: The Business Assistance Program requires City Council approval on all applications with a project award amount over \$10,000.00.

Analysis: Jetco Properties, Inc. has filed a business assistance application on behalf of Jewel Osco for the 819 Elmhurst Road location requesting approval for a façade rehabilitation grant of \$50,000. The applicant intends to spend approximately \$1.57M to renovate the interior of the existing grocery store and façade of the single tenant building. The façade improvements include the replacement of the existing dryvit façade with a new dryvit façade featuring a cornice detail and pilasters composed of cultured stone. Additionally, the existing masonry exterior will be power washed, tuck pointed and repaired as necessary. The total cost of work for grant eligible facade improvements is \$167,000 according to a quote provided from the selected contractor for the project. The façade improvement program is a 50% matching grant for eligible expenses, up to a \$20,000 match. However, based upon the size of the building and cost of the project, the applicant is requesting a grant of \$50,000, which is equal to the amount the property would qualify for if it were a multiple tenant property.

Recommendation: I recommend that the City Council adopt Resolution R-4-17 to approve the Business Assistance Program applicant for reimbursement up to \$50,000.00 based upon project completion.

Attachments:

- Attachment 1: Application
- Attachment 2: Contractor's Quote
- Attachment 3: Proposed Elevations
- Attachment 4: Resolution R-4-17



REMINDER: Application must be approved prior to starting the project. For assistance, please contact Community and Economic Development at CED@desplaines.org or 847.391.5384. Please remember, the Interior Build-Out, Façade, and Outdoor Dining programs are for food/beverage/sales tax generating businesses.

DES PLAINES BUSINESS ASSISTANCE PROGRAM APPLICATION

Applicant Name: Jetco Properties, Inc.
Business Name: Jewel Osco
Address: 819 S. Elmhurst Rd / 1500 S. Lee St
Business Phone: 630-948-6076 Alternative Phone: 773-343-0690
Email: david.hene@jewelosco.com Fax: _____

Business Registration Certificate (circle one): *Yes, the certificate number is* _____
No, I have applied on _____

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

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

Name: _____
Address: _____
Phone: _____ Fax: _____
Email: _____

When does the lease expire? _____

***Disclaimer**

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

REMINDER: This application page must be completed and submitted in addition to the following applicable subprograms (pages 21-25)



FAÇADE REHABILITATION APPLICATION

Please submit a contractor's work proposal narrative, detailed cost estimate and illustration with dimensions.

Description of the project: Architectural upgrade to facade of Jewel Osco per attached plans

Estimated cost (quote from contractor): Bids forthcoming

Requested Grant Amount: \$50,000

Anticipated start date of project: 1/3/2017

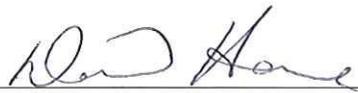
Anticipated completion date of project: 2/23/17

Requested Reimbursement Amount: \$50,000

Façade Rehabilitation Program Rules

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

- DFH Applicants must install at least \$1,500 in eligible improvements.
- DFH Businesses may apply for one grant award per business over the life of the program.
- DFH All work must be started within six (6) months, and completed within twelve (12) months from receiving the "Letter of Approval."
- DFH If any business chooses to accept the grant award they must agree not to remove program items for any reason without limitation for a period of (5) five years after receiving the grant money.
- DFH If any business removes said items for any reason in this (5) five year period they must re pay the entire grant award in full within (30) thirty days of removal.
- DFH Applicants must receive a "Letter of Approval" and secure all necessary permits before work may begin.
- DFH I have received the "Façade Rehabilitation Program Guidelines".
- DFH I have received the "Façade Rehabilitation Program Administrative Procedure".


Applicant signature

12/14/2016
Date

REMINDER: This application page must be submitted WITH general program page 21

Store # 3473



REMODEL SCOPE

Fixture plan dated 11-28-16/ Scope walk 11-28-16

Jewel Osco #3473
819 S. Elmhurst Rd. Des Plaines
Des Plaines, IL

Owned Building

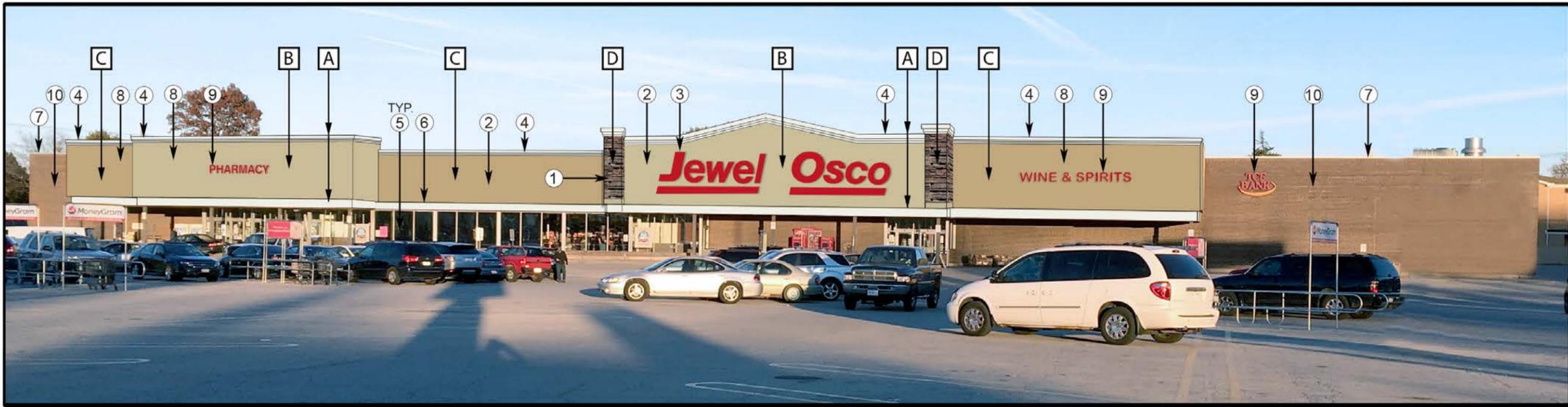
Start Date: 1/2/17
Completion Date: 2/23/17
Grand Opening Date: TBD

Total Spend
\$167,170

Description	Equipment	Miscellaneous Contractor	Refrigeration Contractor	General Contractor	FREIGHT	TAX	Equipment & Installation Budget	Comments	SYS. #VALUE!	Capital Expense \$0
Priorities:										
1 Exterior:	\$3,490.00	\$0.00	\$0.00	\$163,679.86	\$0.00	\$0.00	\$167,169.86			
Owner vendor to remove Jewel Osco Sign, refurbish and reinstall. Furnish and install temp signage banner	\$3,490.00				\$0.00	\$0.00	\$3,490.00			
New Pilasters with cultured stone				\$25,565.33	\$0.00	\$0.00	\$25,565.33			
New EFIS façade with sand finish				\$117,262.45	\$0.00	\$0.00	\$117,262.45			
New EFIS cornice with prefinished metal cap				\$2,817.99	\$0.00	\$0.00	\$2,817.99			
Paint existing EFIS façade and accent band				\$3,252.51	\$0.00	\$0.00	\$3,252.51			
Power was and repair brick as required to like new condition				\$2,500.00	\$0.00	\$0.00	\$2,500.00			
Winter conditions for exterior façade work- GC's own this to drive schedule				\$10,650.00	\$0.00	\$0.00	\$10,650.00			
Clean and relamp exterior can lights - per note on plans				\$1,631.58	\$0.00	\$0.00	\$1,631.58			



Existing Elevation



Proposed Elevation

Finish Legend

- | | | | |
|---|---------------------------|---|---|
|  | A - White Dove OC-17 BM |  | C - Decatur Buff HC-38 BM |
|  | B - Shaker Beige HC-45 BM |  | D - Sierra Ledge, Bourbon Creek,
By Coronado Stone |

Keynotes:

1. New pilaster with cultured stone.
2. New EIFS facade with sand finish.
3. Refurbish and relocate existing sign.
4. New EIFS cornice with prefinished metal cap.
5. Existing storefront; no change.
6. Existing EIFS facade accent band to be painted.

7. Existing aluminum coping to remain.
8. Existing EIFS to be painted
9. Existing sign; no change.
10. Existing brick to be power washed and repaired as required to like new condition. Typical.

CITY OF DES PLAINES

RESOLUTION R - 4 - 17

A RESOLUTION APPROVING A BUSINESS ASSISTANCE PROGRAM GRANT FOR FAÇADE IMPROVEMENTS AT 819 ELMHURST ROAD

WHEREAS, the City has appropriated funds for use by the Community and Economic Development Department during the 2017 fiscal year for the disbursement of grants through the City's Business Assistance Program ("**Program**"); and

WHEREAS, the Program offers Façade Improvement grants to reimburse property owners for up to 50 percent of the cost of improving or rehabilitating the façades of eligible commercial properties located within the City, up to a total amount of \$20,000 ("**Grant Award Limit**"); and

WHEREAS, the Program also offers Multi-Unit Retail Grants to reimburse property owners for 50 percent of the cost of rehabilitating eligible multi-tenant commercial shopping centers in the City, up to a maximum amount of \$50,000, based on the size of the property ("**Multi-Unit Retail Grant**") ; and

WHEREAS, Jetco Properties, Inc. ("**Applicant**") owns the single-tenant property commonly known as 819 Elmhurst Road in the City ("**Subject Property**"); and

WHEREAS, the Applicant has applied for a Façade Improvement grant ("**Grant**") on behalf of Jewel Osco to complete improvements to the façade ("**Façade Improvements**") of the commercial building located on the Subject Property; and

WHEREAS, the estimated cost of the Façade Improvements is \$167,000; and

WHEREAS, if the Subject Property had two or more tenants, Applicant would be eligible to receive a Multi-Unit Retail Grant of up to \$50,000; and

WHEREAS, the City Council has determined that is in the best interest of the City to waive the Grant Award Limit for the Program and approve and authorize the Grant to reimburse the Applicant for 50 percent of the cost of the Façade Improvements, in an amount not to exceed \$50,000;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL 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 GRANT. The City Council hereby waives the Grant Award Limit of \$20,000 and approves the Grant to reimburse the Applicant for \$50,000.

SECTION 3: AUTHORIZATION TO DISBURSE GRANT. The City Council hereby authorizes and directs the City Manager or his designee to take all necessary and appropriate action to reimburse the Applicant for \$50,000 at the Subject Property in accordance with the Program.

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 _____, 2017.

APPROVED this ___ day of _____, 2017.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving the BAP Application for 819 Elmhurst Road



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: December 22, 2016

To: Michael G. Bartholomew, MCP, LEED AP, City Manager
Michael McMahon, Community and Economic Development Director

From: Johanna Bye, AICP, Senior Planner *JB*

CC: Lauren Pruss, AICP, Economic Development Coordinator

Subject: Conditional Use for 200 E. Howard Avenue, Suite 230, 16-082-CU (5th Ward)

Issue: The petitioner is requesting a Conditional Use permit under Section 7.4-E.3 of the 1998 City of Des Plaines Zoning Ordinance, as amended, to operate a Commercial Indoor Recreation Establishment in the M-2 Zoning District.

Analysis:

Conditional Use Report

Owner: Howard O'Hare Business Center, 333 E. Butterfield Road, Lombard, IL 60148

Petitioner: Scott Pecucci, 309 Woodbridge Street, Des Plaines, IL 60016

Case Number: 16-082-CU

Real Estate Index Number: 09-30-101-032-0000

Ward: #5, James Brookman

Existing Zoning: M-2 General Manufacturing District

Existing Land Use: General Office/Manufacturing

Surrounding Zoning: North: General Manufacturing
South: General Manufacturing
East: General Manufacturing

West: General Manufacturing

Surrounding Land Use: North: General Office/Manufacturing
South: General Office/Manufacturing
East: General Office/Manufacturing
West: General Office/Manufacturing

Street Classification: Howard Avenue is an arterial road.

Comprehensive Plan: The Comprehensive Plan designates the site as Industrial.

Project Description: The applicant, Scott Pecucci, has requested a Conditional Use Permit to operate a Commercial Indoor Recreation Establishment at 200 E. Howard Avenue, Suite 230. The tenant space is one of approximately 30 in the Howard O'Hare Business Center. The three-building, single-story development is on approximately 9.8 acres and is located on the north side of Howard Avenue, just west of the Union Pacific Railroad. The site is accessed by a single curb cut off of Howard Avenue.

The petitioner proposes to operate a CrossFit Gym within the roughly 5,000 square-foot tenant space. The petitioner has stated in his application that CrossFit is a physical exercise, philosophy, and diet which incorporates various elements of high intensity interval training, weightlifting, and gymnastics in one-hour classes. The proposed CrossFit Gym would operate Monday-Friday, 5:30 a.m. to 7:30 a.m. and 4:30 p.m. to 7:30 p.m. and on Saturdays from 8:00 a.m. to 12:00 p.m. Classes would have between 10 and 12 people, including the coach. One coach per shift will be on the premises. Athletic apparel may also be sold in the tenant space. A request to waive the traffic study requirement was granted after review by staff based of the proposed site plan and size of the operation.

Standards For Conditional Uses: The Planning and Zoning Board considered the particular facts and circumstances of the conditional use requested in terms of the following standards. The Petitioner has addressed each of these standards in the Zoning Application.

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;
2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;
3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;
4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;
5. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services;
6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

7. The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;
8. The proposed conditional use provides vehicular access to the property that does not create an interference with traffic on surrounding public thoroughfares;
9. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and
10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested. (Ord. Z-8-98, 9-21-1998)

The Planning and Zoning Board met on December 13, 2016 to consider the Conditional Use. The Petitioner presented the proposed commercial indoor recreation (CrossFit Gym) information. Two members of the public who have a business in the same development spoke with concerns about parking and safety. The petitioner clarified that this type of use is not a traditional gym and that members cannot go in and out at any hour of the day. He stated that members can only attend classes at specific times (early morning and evening) and that classes will remain small in size (less than 12 people total). He stated that the hours of the CrossFit Gym are off-peak from when the majority of the businesses in the development have employees present.

Please note that the originally submitted Plan of Operations for the CrossFit Gym stated that the morning hours would be from 5:30 a.m. to 6:30 a.m. While under oath at the PZB meeting, the Petitioner clarified that the morning hours are actually 5:30 a.m. to 7:30 a.m. A revised Plan of Operations reflecting this change has been submitted to the City.

Recommendation: The Planning and Zoning Board *recommended* (7-0) that the City Council *approve* the Conditional Use permit for a commercial indoor recreation establishment in the M-2 General Manufacturing District.

I recommend approval of the requested Conditional Use based upon the facts and circumstances presented in the staff report.

Pursuant to Section 12-3-4.D (Conditional Uses), the City Council has the authority to approve, approve with modifications, or disapprove the application.

It is requested that this item be placed on the Committee of the Whole agenda at the January 3, 2017 City Council meeting.

Attachments:

- Attachment 1: Petitioner's Conditional Use Application
- Attachment 2: Location Map
- Attachment 3: Site and Context Photos
- Attachment 4: Request for Waiver of Traffic Study

Exhibits:

Ordinance Z-1-17 approving a Conditional Use permit under Section 7.4-E.3 of the 1998 City of Des Plaines Zoning Ordinance, as amended, to operate a commercial indoor recreation facility in the M-2 General Manufacturing District.

Exhibit A: Plat of Survey prepared by Superior Property Services Group and submitted November 14, 2016

Exhibit B: Site Plan/Floor Plan prepared by Jones Lang LaSalle, IP, Inc. and submitted November 14, 2016

Exhibit C: Plan of Operations prepared by The Law Office of John R. Carrozza, P.C. and submitted December 22, 2016



COMMUNITY AND ECONOMIC DEVELOPMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5366
desplaines.org

CONDITIONAL USE APPLICATION

Do not write in this space - Office Use Only

CASE NUMBER: 16-092-CU DATE FILED November 14, 2016
Address of Conditional Use: 200 E. Howard Ave., Ste. 230, Des Plaines, IL.
Fee Paid/Receipt Number: _____ Amount: \$305 Date: 11/14/16
PDF's are being: Submitted on a CD-ROM OR E-mailed to the Project Manager
Project Manager: Johanna Bye
Legal Notice Publication Date: Nov. 25, 2016, published in the: Journal & Topics
Scheduled hearing date: Dec. 13, 2016 at 7:30 P.M. in Room 102, City Hall
Action by Zoning Administrator/Zoning Board of Appeals/City Council: _____

A Conditional Use is requested in accordance with the City of Des Plaines Zoning Ordinance Section(s) _____ as amended, to allow the:

The use of a Cross Fit Gym at the location of 200 E. HOWARD STREET, Des Plaines, IL.

on the property described by the attached legal description.

Applicant(s) Name: Scott Pecucci Signature Scott Pecucci
Telephone: 847-337-4003 Email: Specucci@gmail.com
Mailing Address: 309 Woodbridge STREET, Des Plaines, IL 60016

Property Owner(s) Name: Sharon Sklarov Signature Sharon Sklarov
Telephone: 847 826-1086 Email: alivoil@yahoo.com
Mailing Address: JLL c/o Howard O'hare Business Ctr.
377 E. Butterfield Rd.
Suite 280
Lombard, IL 60148

Contact Person: Lindy Schrik @ JLL
Telephone: (773) 368-5445 Fax: _____ Email: Lindy.Schrik@am.jll.com
Mailing Address: 377 E. Butterfield Rd. suite 280 Lombard, IL 60148

Address of Property: 200 E HOWARD STREET Des Plaines, IL 60016
Property Index Number: 09-30-101-032
(From tax bill or township assessor's office)

Applicant's interest in the property: sole owner lessee contract purchaser

Other (explain): _____

Present Zoning Classification of Property: M-2 Industrial

Current Use of Property: VACANT WAREHOUSE

Proposed Use of Property: Cross Fit Gym

Bulk and Scale Evaluation (Please fill out completely):

TRUST INFORMATION N/A

Name(s) of Trust Beneficiary (ies)* _____

Address (es) of Trust Beneficiary (ies)* _____

* All applications involving property held by a land trust must be signed by the trust officer of the institution holding the trust as the owner of the property. Additionally, the trust beneficiary and his/her current address must be disclosed on this form. The application must also be accompanied by the following:

- A certified copy of the trust agreement.
- A letter from the trustee certifying that the beneficiary as shown on this application is correct and disclosing any beneficiary changes or lack thereof during the 12 months preceding the filing of this application.

STANDARDS FOR CONDITIONAL USES

The Planning and Zoning Board and the City Council review the particular facts and circumstances of each proposed Conditional Use in terms of the following standards. Because of this, please answer all questions in detail. "Yes" and "No" answers will not be accepted, and if used, may delay your hearing.

- A. Is the proposed conditional use, in fact, a conditional use established within the specific zoning district involved? (Please explain in detail)

Yes, the proposed conditional use is for a CrossFit Gym.
CrossFit is physical exercise, philosophy, & diet which incorporates various elements of high intensity interval training, weight lifting, & gymnastics.
My intended use of the property is to conduct individual or small group CrossFit classes.

- B. Is the proposed conditional use in accordance with the objectives of the City's Comprehensive Plan and this Ordinance? (Please explain in detail)

YES, if granted, the conditional use (a CrossFit Gym) will not impede the normal & orderly development & improvement of the surrounding properties nor will it effect the objective, if any, of the City's Comprehensive Plan. Further, this conditional use if granted, will not impede the appearance of any existing business in the general vicinity as no construction or alteration of the building location will be done.

- C. Is the proposed conditional use designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity? (Please explain in detail)

YES, As previously discussed above, the proposed business will be maintained so as to be harmonious & appropriate in appearance with the existing character of the surrounding businesses.

- D. Is the proposed conditional use is not hazardous or disturbing to existing neighboring uses? (Please explain in detail)

The proposed conditional use will not be injurious to the use & enjoyment of the other properties in the immediate vicinity. Because my business includes single or small ~~business~~ group training there will not be any appreciable increase in the traffic or noise-level in the area.

- E. Is the proposed conditional use to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, waste and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services? **(Please explain in detail)**

The property already includes adequate utilities, access roads, drainage and/or necessary facilities for the intended use.

- F. Does the proposed conditional use does create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community? **(Please explain in detail)**

NO, the proposed conditional use will not create a scenario in which additional requirements at public expense will be needed.

- G. Does the proposed conditional use involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors? **(Please explain in detail)**

NO, As discussed the proposed conditional use will not increase traffic or noise due to the class sizes being no more than 10-12 people.

- H. Does the proposed conditional use provide vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares? **(Please explain in detail)**

There is access to parking to the roads already in place which are sufficient.

- I. Does the proposed conditional use result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance? **(Please explain in detail)**

NO, the proposed conditional use will not involve any construction work nor will it cause the loss or damage of any natural, scenic, or historic features.

- J. Does the proposed conditional use comply with all additional regulations in this Ordinance specific to the conditional use requested? **(Please explain in detail)**

YES, the proposed conditional use complies to all rules & Regulations of the City of Dos Palmas.

I hereby certify that all of the above statements and those contained in any papers or plans submitted herewith are true to the best of my knowledge and belief. Furthermore, I consent to the entry in or upon the premises described in the application, by any authorized official of the City of Des Plaines, for the purpose of posting, maintaining, and removing public hearing notices as may be required, and, as well as, conducting site analysis.

Scott Brewer

7/14/16

(Signature of Applicant or Authorized Agent)

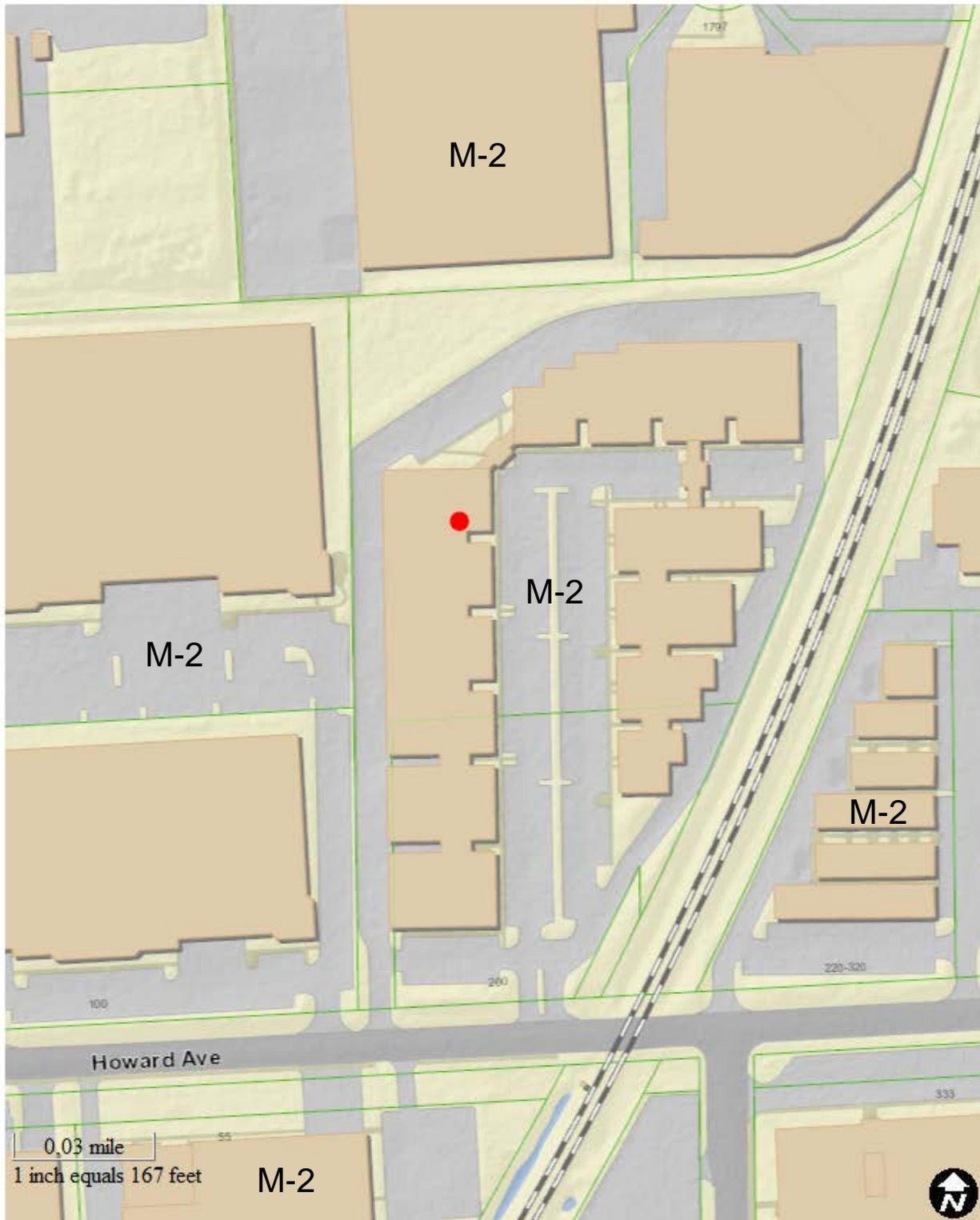
(Date)

Devin Deum

11/16/16

(Signature of Owner)

(Date)



Map created on December 8, 2016.

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The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.

Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



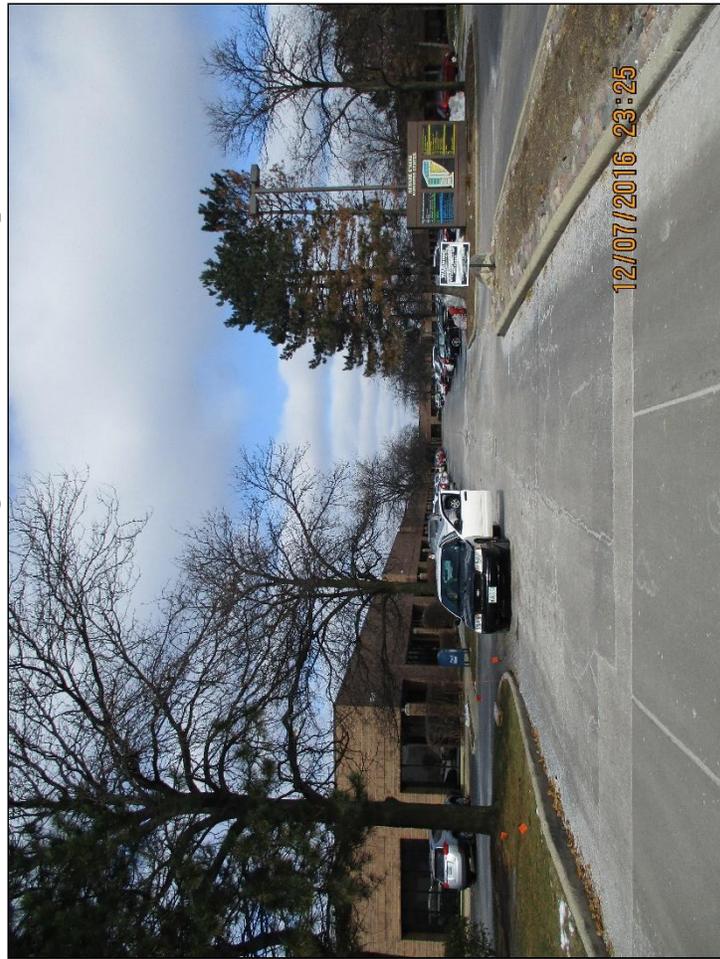
200 E. Howard Avenue – Looking West at Tenant Space



200 E. Howard Avenue – Looking East from Tenant Space



200 E. Howard Avenue – Public Notice Sign



200 E. Howard Avenue – Looking North From Howard Entrance

LAW OFFICE OF JOHN R. CARROZZA P.C.

JOHN R. CARROZZA
ANDREW H. DUNCAN
JORGE J. MONROY

2715 N. THATCHER AVENUE
RIVER GROVE, IL 60171

PHONE: 708.453.0056

FAX: 708.453.0059

EMAIL: JCARROZZALAW@ATT.NET

November 14, 2016

City of Des Plaines
Community and Economic Development
1420 Miner Street
Des Plaines, IL 60016

VIA HAND DELIVERY ONLY

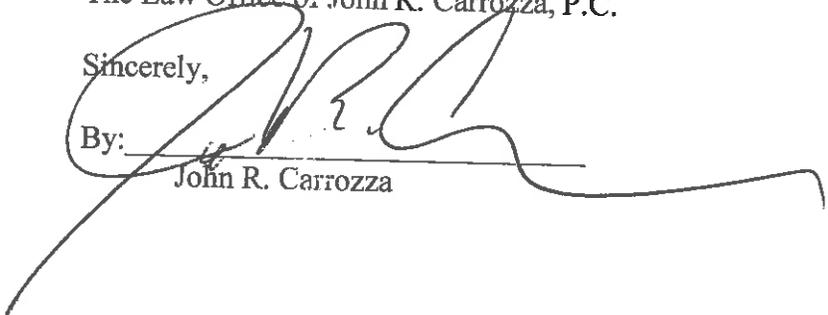
Dear Sir or Madam:

Please be advised that our office represents Scott Pecucci with respect to its application for a Special Use Permit at the location of 200 E. Howard Avenue, Suite 230, Des Plaines, IL. Our client proposes the operation of a CrossFit/Health and Fitness Gym at the above location identified. The applicant's proposed use should not unduly or adversely affect existing traffic flow or volume. Additionally, the applicant's propose location provides adequate existing parking space for all anticipated clients. Therefore we are respectfully requesting a waiver of a traffic study for the purposes of the conditional use application.

Thank you for your time and attention. Please feel free to contact our office if you have any questions or concerns.

The Law Office of John R. Carrozza, P.C.

Sincerely,

By: 

John R. Carrozza

CITY OF DES PLAINES

ORDINANCE Z - 1 - 17

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR AN INDOOR RECREATION ESTABLISHMENT IN THE M-2 ZONING DISTRICT AT 200 E. HOWARD AVENUE, SUITE 230, DES PLAINES, ILLINOIS. (CASE #16-082-CU).

WHEREAS, Scott Pecucci ("**Petitioner**"), is the lessee of the property commonly known as 200 E. Howard Avenue, Suite 230, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is located in the M-2 General Manufacturing Zoning District of the City ("**M-2 District**"); and

WHEREAS, the Subject Property is improved with a commercial building ("**Building**"); and

WHEREAS, the Petitioner desires to operate a Commercial Indoor Recreation Establishment within the Building on the Subject Property; and

WHEREAS, the operation of a Commercial Indoor Recreation Establishment is permitted in the M-2 District only with a conditional use permit; and

WHEREAS, the Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for a conditional use permit to allow the operation of a Commercial Indoor Recreation Establishment ("**Conditional Use Permit**") on the Subject Property in accordance with Sections 12-7-4.G of the City of Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**"); and

WHEREAS, the Subject Property is in the Howard O'Hare Business Center, Inc. ("**Owner**"), which has consented to the Petitioner's application; and

WHEREAS, the Petitioner's application was referred by the Department to the Planning and Zoning Board of the City of Des Plaines ("**PZB**") within 15 days after receipt thereof; and

WHEREAS, within 90 days after the date of the Petitioner's application a public hearing was held by the PZB on December 13, 2016 pursuant to notice published in the *Des Plaines Journal* on November 23, 2016; and

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

WHEREAS, during the public hearing, the PZB heard competent testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable

provisions of the Zoning Ordinance. The PZB filed a written report with the City Council on December 14, 2016, summarizing the testimony and evidence received by the PZB and stating the PZB's recommendation, by a vote of 7-0, to approve the Petitioner's application; and

WHEREAS, the Petitioner made certain representations to the PZB with respect to the proposed conditional use, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting this request for the Conditional Use Permit, subject to certain terms and conditions; and

WHEREAS, the City Council has considered the written report of the PZB, together with the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated December 14, 2016, including the attachments and exhibits thereto, and has determined that it is in the best interest of the City and the public to grant the Petitioner's application in accordance with the provisions of this Ordinance;

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

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

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is depicted in the Plat, a copy of which is attached to, and by this reference, made a part of, this Ordinance as **Exhibit A**, and legally described as follows:

LOTS 1 AND 2 IN THE HOWARD STREET SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 3, 1981 AS DOCUMENT 25792995, BEING A RESUBDIVISION OF PART OF LOTS 3, 4, 5 AND 6 OF GEORGE H. GEILS' SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1928 AS DOCUMENT 10142179, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-30-101-032-0000

Commonly known as 200 E. Howard Avenue, Suite 230, Des Plaines, Illinois.

SECTION 3. CONDITIONAL USE PERMIT. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City

Council grants the Petitioner the Conditional Use Permit to allow the operation of a Commercial Indoor Recreation Establishment on the Subject Property. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 4. CONDITIONS. The Conditional Use Permit granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

A. Compliance with Law and Regulations. The development, use, operation, and maintenance of the Subject Property, by the Petitioner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. Except for minor changes and site work approved by the City Director of Community and Economic Development or Director of Public Works and Engineering (for matters within their respective permitting authorities) in accordance with all applicable City standards, the development, use, operation, and maintenance of the Subject Property by the Petitioner must comply with the following plans provided by Petitioner:

1. Site Plan/Floor Plan, prepared by Jones Lang LaSalle, IP, Inc. consisting of two sheets, submitted to the City on November 14, 2016, a copy of which is attached to, and by this reference, made a part of, this Ordinance as **Exhibit B**; and
2. Plan of Operations, prepared by The Law Office of John R. Carrozza, P.C. consisting of one sheet, submitted to the City on December 22, 2016, a copy of which is attached to, and by this reference, made a part of, this Ordinance as **Exhibit C**.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance must be recorded in the Office of the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein run with the Subject Property and inure to

the benefit of, and are binding upon, the Petitioner and its respective personal representatives, successors, and assigns, including, without limitation, subsequent purchasers of the Subject Property.

SECTION 6. FAILURE TO COMPLY WITH CONDITIONS.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than seventy five dollars (\$75.00) or more than seven hundred and fifty dollars (\$750.00) for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner fails to develop or maintain the Subject Property in accordance with the plans submitted, the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the Conditional Use Permit granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the M-2 District. Further, in the event of such revocation of the Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this

Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner.

SECTION 7. EFFECTIVE DATE.

A. This Ordinance shall be in full force and effect only after the occurrence of the following events:

1. its passage and approval by the City Council in the manner provided by law;
2. its publication in pamphlet form in the manner provided by law;
3. the filing with the City Clerk by the Petitioner of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Petitioner's consent to its recordation. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as **Exhibit D**; and
4. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

B. In the event that the Petitioner does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 7.A.3 of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

SECTION 8. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2017.

APPROVED this ____ day of _____, 2017.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2017.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

I, _____, being the owner or other party in interest of the property legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the Subject Property in accordance with the terms of this Ordinance.

Dated: _____

(Signature)

DP-Ordinance Approving a Conditional Use Permit (CUP) for a Commercial Indoor Recreation Establishment at 200 E. Howard Ave, Suite 230

PLAT OF SURVEY EXHIBIT



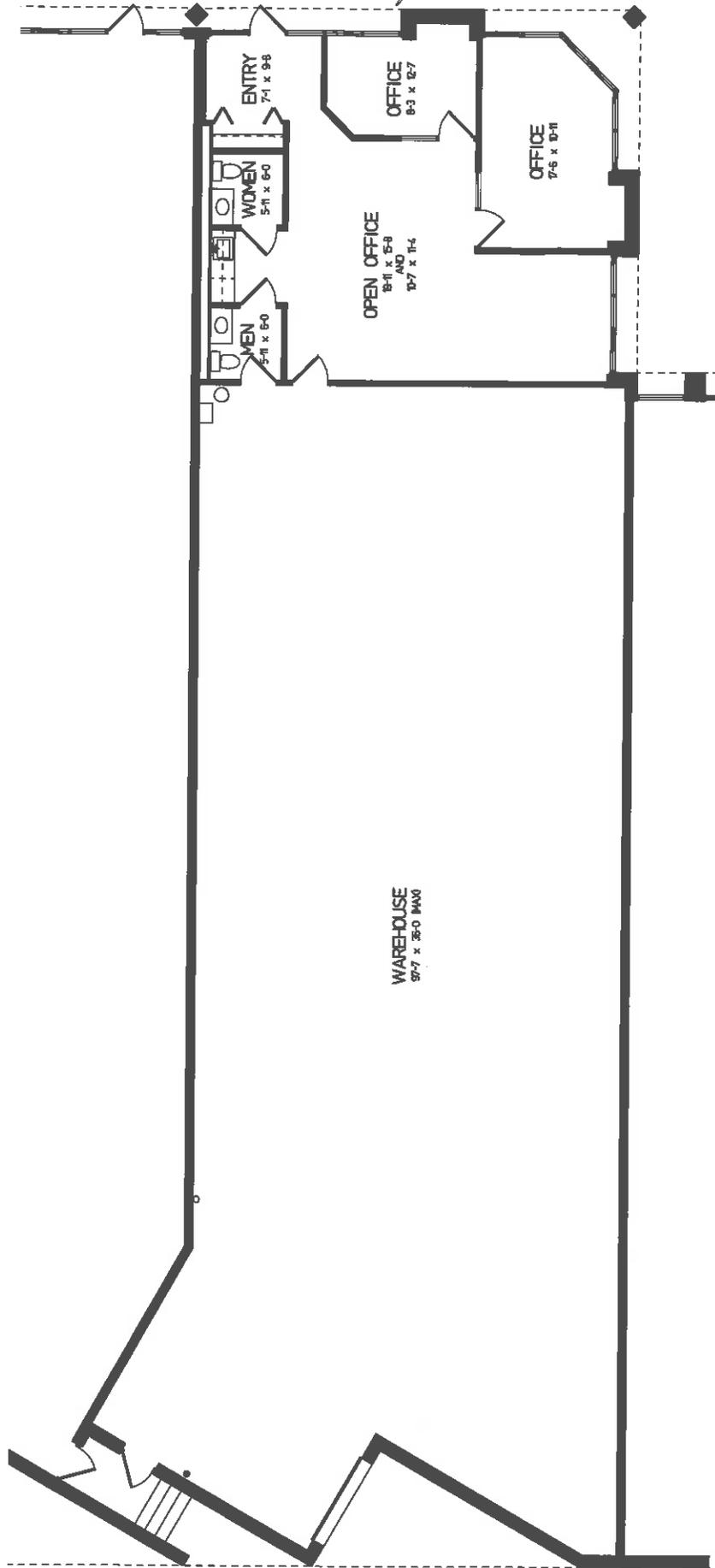
Howard O'Hare Business Center

200 East Howard | Des Plaines, Illinois

Suite 230: 5,003 RSF



SITE PLAN / FLOOR PLAN

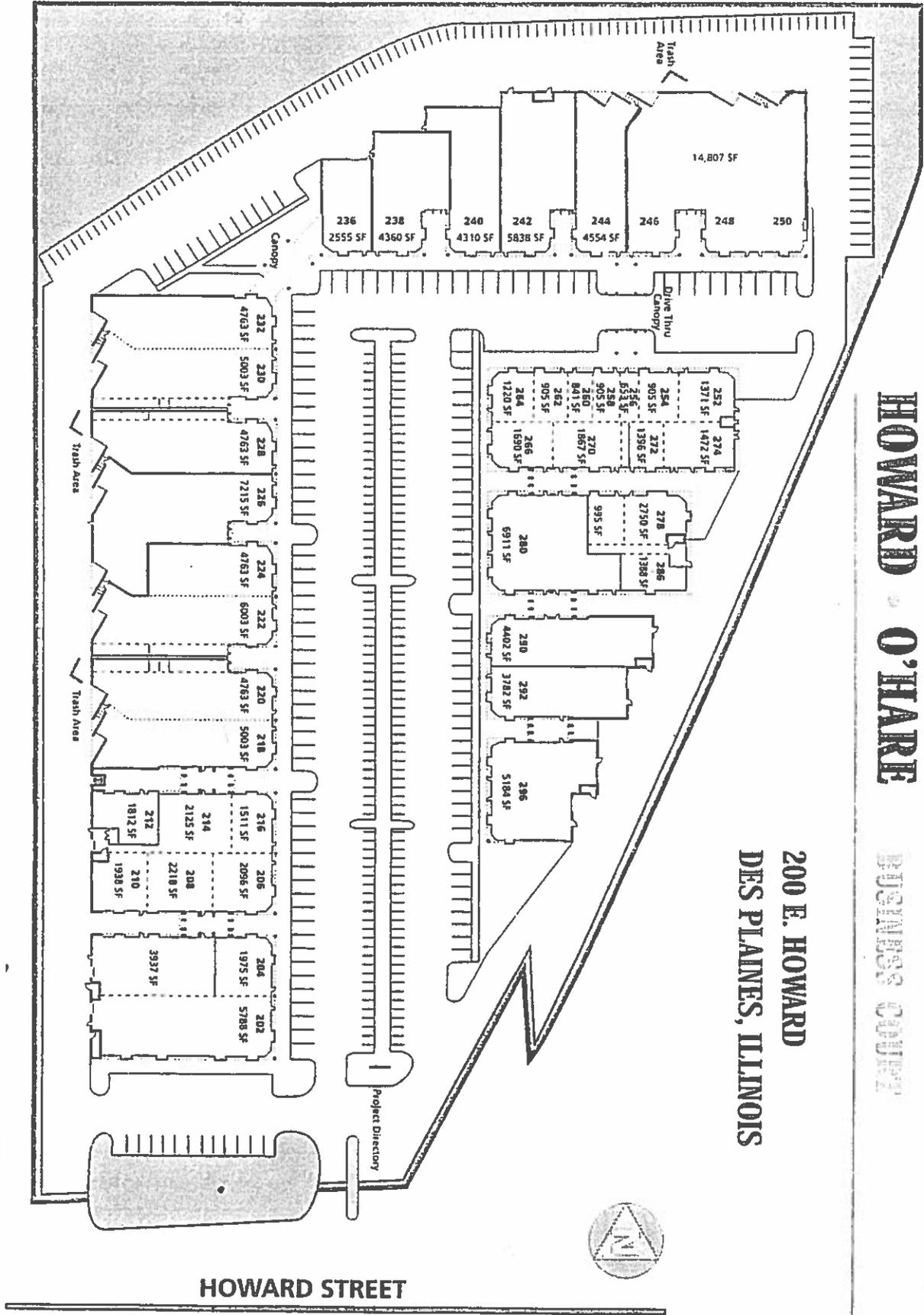


Rick Benoy +1 773 304 4105 rick.benoy@am.jll.com
Steve Flachbart +1 773 304 4112 steve.flachbart@am.jll.com

HOWARD O'HARE

BUSINESS CENTER

200 E. HOWARD
DES PLAINES, ILLINOIS



HOWARD STREET

THE LAW OFFICE OF JOHN R. CARROZZA, P.C.

John R. Carrozza
Andrew H. Duncan
Jorge J. Monroy

2715 N. Thatcher Ave.
River Grove, IL 60171
Phone: 708-453-0056
Fax: 708-453-0059

City of Des Plaines
Community and Economic Development
1420 Miner Street
Des Plaines, IL 60016

Re: Scott Pecucci Conditional Use Application Plan Of Operation
Address: 200 E. Howard, Des Plaines, IL

To whom it may concern;

The following is an Operations Plan for the proposed location at 200 E. Howard Ave, Suite 230, Des Plaines, IL. The proposed business will be a CrossFit Gym. CrossFit is physical exercise, philosophy, and diet, which incorporates various elements of high intensity interval training, weightlifting, and gymnastics in a one-hour class.

- Days of Operation & Business Hours

Monday: 5:30am- 7:30am & 4:30pm-7:30pm
Tuesday: 5:30am- 7:30am & 4:30pm-7:30pm
Wednesday: 5:30am- 7:30am & 4:30pm-7:30pm
Thursday: 5:30am- 7:30am & 4:30pm-7:30pm
Friday: 5:30am- 7:30am & 4:30pm-7:30pm
Saturday: 8:00am- 12pm
Sunday: Closed

- Class Size

Average class size will be 10-12 people, including coaches.

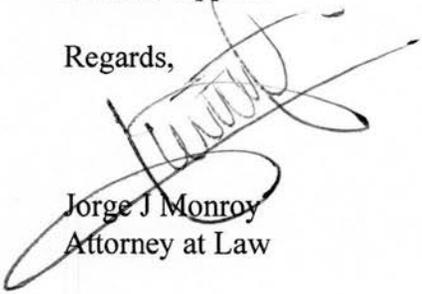
- Personnel

One coach per shift on premises.

- Items Sold or Manufactured

Athletic Apparel

Regards,



Jorge J. Monroy
Attorney at Law

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois ("**City**");

WHEREAS, Scott Pecucci ("**Petitioner**"), applied to the City of Des Plaines for a conditional use permit to allow for the operation of a Commercial Indoor Recreation Establishment ("**Conditional Use Permit**") on that certain property commonly known as 200 E. Howard Ave, Suite 230, Des Plaines, Illinois ("**Subject Property**"), pursuant to Sections 12-7-4.G of the City of Des Plaines Zoning Ordinance of 1998, as amended; and

WHEREAS, the Subject Property is owned by Howard O'Hare Business Center, Inc. ("**Owner**"), which has consented to the Petitioner's application; and

WHEREAS, Ordinance No. Z-1-17 adopted by the City Council of the City of Des Plaines on _____, 2017 ("**Ordinance**"), grants approval of the Conditional Use Permit, subject to certain conditions; and

WHEREAS, Petitioner and Owner desire to evidence to the City their unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and their consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

NOW, THEREFORE, Petitioner and Owner do hereby agree and covenant as follows:

1. Petitioner and Owner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-1-17, adopted by the City Council on _____, 2017.
2. Petitioner and Owner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner and Owner against damage or injury of any kind and at any time.
3. Petitioner and Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

4. Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

5. Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST:

SCOTT PECUCCI

By: _____

SUBSCRIBED and SWORN to
before me this _____ day of
_____, 2017.

Notary Public

ATTEST:

**HOWARD O'HARE BUSINESS
CENTER, INC.**

By: _____

SUBSCRIBED and SWORN to
before me this _____ day of
_____, 2017.

Notary Public



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: December 22, 2016
To: Michael G. Bartholomew, MCP, LEED AP, City Manager
Michael McMahon, Community and Economic Development Director
From: Johanna Bye, AICP, Senior Planner
CC: Lauren Pruss, AICP, Economic Development Coordinator
Subject: Final Planned Unit Development (PUD) for 240-310 Potter Road, 16-081-FPUD (1st Ward)

Issue: A Final Planned Unit Development (FPUD) is requested under Section 12-3-5 of the 1998 City of Des Plaines Zoning Ordinance, as amended, to allow for the construction of a parsonage and additional parking at Chicago Mar Thoma Church.

Analysis:

Final Planned Unit Development Report

Petitioner: Richard Vane, 240 N. Industrial Drive, Bradley, IL 60195
Owner: Chicago Mar Thoma Church, 240 Potter Road, Des Plaines, IL 60016
Case Number: 16-081-FPUD
Real Estate Index Numbers: 09-15-102-013-0000, 09-15-102-014-0000, 09-15-102-015-0000, 09-15-102-041-0000, 09-15-102-042-0000
Existing Zoning: R-3 Townhouse Residential District
Existing Land Use: Place of Worship
Surrounding Zoning: North: R-1 Single-Family Residential
South: R-1 Single-Family Residential
East: Unincorporated Cook County
West: R-1 Single-Family Residential

Surrounding Land Use	North: Residential South: Residential East: Residential West: Residential
Street Classification	Potter Road is a collector street.
Comprehensive Plan	The Comprehensive Plan designates the site Single Family Residential.
Project Description	The subject property was granted preliminary PUD approval for the construction of a parsonage and additional parking in July of 2016. Additionally, the subject property was approved for a Map Amendment to change the zoning from R-1 Single-Family Residential to R-3 Townhouse Residential. The R-3 zoning allows more than one principal building to be constructed on the zoning lot.

Planned Unit Development Findings

As required, the proposed development is reviewed below in terms of the findings contained in Section 12-3-5.5 of the Zoning Ordinance:

A. The extent to which the Proposed Plan is or is not consistent with the stated purpose of the PUD regulations in Section 12-3-5.1:

Comment: The proposed plan is consistent with the stated purpose of Section 12-3.5(A) of the Zoning Ordinance. The plan would provide a maximum choice in the types of environment available to the public by allowing a development that would not be possible under the strict application of the zoning regulations which would require the proposed house at 310 Potter Road to be developed under separate ownership and control from the Church.

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

Comment: The proposed Planned Unit Development meets all PUD requirements contained in Section 12-3-5 of the Zoning Ordinance as it would be located in a zoning district (R-3) that permits PUDs, it meets the minimum size standard of two acres (3.43 acres in size), and the land is under unified control of Chicago Mar Thoma Church.

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

Comment: The proposed development would meet or exceed the following applicable zoning regulations in the R-3 Townhouse Residential District:

- Minimum size for PUD: Two acres are required; the total site is 3.43 acres.
- Maximum building coverage: Not applicable in R-3 Townhouse Residential.
- 193 parking spaces required; 227 are proposed, in addition to 2 spaces in front of the parsonage garage.
- Maximum Building Height 45'; proposed 35'.
- Compatibility with surrounding properties: The project is not expected to be detrimental to surrounding residential properties.

- General Design: The general design of the development is not expected to be detrimental to the public health, safety or general welfare.

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

Comment: After reviewing the petitioner's final building and site improvement plans, it appears that the proposed development provides adequate provision for the necessary infrastructure.

A condition of the Preliminary PUD approval was that the petitioner hire a certified arborist to prepare a tree conservation action plan to ensure minimal impact to saved trees on the property. The petitioner has included a tree conservation plan with the Final PUD application. The plan identifies trees that are to be preserved, preserved with root pruning, or removed. Staff has identified five trees that were proposed to be preserved in the original plan that will now be removed; however, the new landscape plan calls for five additional trees to be planted on the site.

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

Comment: The proposed Church expansion is unlikely to have an adverse effect on the adjacent residential properties.

F. The extent to which the proposed plan is not desirable to physical development, tax base and economic well-being of the entire community:

Comment: We do not anticipate any negative impact on the city's tax base or the economic well-being of the community.

G. The extent to which the proposed plan is in conformity with the recommendations of the 2007 Comprehensive Plan:

Comment: The 2007 City of Des Plaines Comprehensive Plan recommends Single-Family Residential for this site. The proposed PUD is consistent with this designation for the following reasons:

1. Churches and parish houses are a conditional use in the existing R-1 zone, but permitted by right in the R-3 zone. Given that the applicant has been approved for R-3 zoning with the Preliminary PUD approval, the same protective measures that would be afforded the neighborhood and surrounding area by a conditional use are applied during the approval process for the planned unit development.
2. If approved, the Final PUD would restrict the use of the property to exactly as outlined in this application and would not permit the development of townhomes on the property.

Recommendations:

- The Planning and Zoning Board, after having heard and fully considered the evidence, voted (7-0) to *recommend* approval of the Final Planned Unit Development.
- I recommend approval of the Final Planned Unit Development for the construction of a parsonage and additional parking at Chicago Mar Thoma Church, based on review of the information presented by the applicant and the findings made above. The plans are in substantial conformance with those plans submitted and approved for Preliminary PUD.

Under Section 12-3-5 (Planned Unit Developments) of the Zoning Ordinance the City Council has the authority to approve, approve with modifications, or disapprove the above-mentioned Final Planned Unit Development.

It is requested that this item be placed on the Committee of the Whole agenda at the January 3, 2017 City Council meeting.

Attachments:

Attachment 1: Petitioner's Final PUD Application

Attachment 2: Location Map

Attachment 3: Site and Context Photos

Exhibits:

Ordinance Z – 2 - 17 Approving a Final Planned Unit Development and Proposed Final Plat of PUD and Permitted Exceptions for the property located at 240-310 Potter Road, Des Plaines, IL.

Exhibit A: Final Planned Unit Development Site Plan/Final Planned Unit Development Plat prepared by M.Gingerich, Gereaux & Associates, consisting of one sheet, and with a latest revision date of November 9, 2016.

Exhibit B: The Tree Preservation Plan prepared by Krogstad, consisting of one sheet, and dated September 30, 2016.

Exhibit C: The Chicago Mar Thoma Church Landscape Plan prepared by Upland Design Ltd., consisting of one sheet, and date November 8, 2016.

Exhibit D: The proposed Parsonage Plan prepared by Anderson Associates Architects, consisting of three sheets, copyright dated 2015.

Exhibit E: The Enclosure Details Plan, consisting of one sheet, and dated November 10, 2016.

Exhibit F: LED Area Lights prepared by LSI Industries, consisting of three sheets, and dated November 8, 2016.

Exhibit G: The Photometric Plan prepared by MWE, Inc, consisting of one sheet, and dated November 8, 2016.



COMMUNITY AND ECONOMIC DEVELOPMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5306
F: 847.391.5371
desplaines.org

"FINAL" PLANNED UNIT DEVELOPMENT APPLICATION

Do not write in this space -- Office Use Only

Address of Property 240-310 Potter Road Case # 16-081-FPUD

Property Located in: Floodplain X Yes No Floodway: Yes X No

Fee Paid/ Receipt Number 2016-00113131 Amount \$770 Date 11/10/16

Date Legal Notice Published: November 25, 2016

Scheduled Hearing Date: December 13, 2016 at 7:00 P.M. in Room 101, City Hall

Action by Planning and Zoning Board/City Council

- 1. A PLANNED UNIT DEVELOPMENT (P.U.D.) is requested in accordance with Article 3, Section 5 of the City of Des Plaines Zoning Ordinance to permit the construction of A Parsonage & Parking

On the following described property (fill in or attach legal description):

See attached legal description

- 2. A Map Amendment is also requested to change the present zoning district from to on the property described above. N/A

3. Address of Property 240 to 310 Potter Road

4. Property Index Number: 09-15-102-014

(From recent tax bill or township assessor's office)

5. Present Use of Property Place of Worship

6. Present Zoning District of Property R-3 P.U.D.

7. Proposed Use (i.e. garage, room additions, etc..) Parsonage & Parking

8. Name of Applicant(s) Chicago Mar Thoma Church

9. Address of Applicant(s) 240 Potter Road Des Plaines, IL 60016

10. Telephone Number of Applicant(s) _____ Email _____

11. Property Interest of Applicant(s) Owner

12. Name of Owner(s) Chicago Mar Thoma Church

13. Address of Owner(s) 240 Potter Road Des Plaines, IL

14. Telephone Number of Owner(s) _____

15. Name(s) of Trust Beneficiary(ies) N/A

16. Address(es) of Trust Beneficiary(ies) N/A

17. Name of Contact Person Richard Vane - MG2A (Engineer)

18. Telephone Number of Contact Person 815-478-9680 Email rfvane@mg2a.com

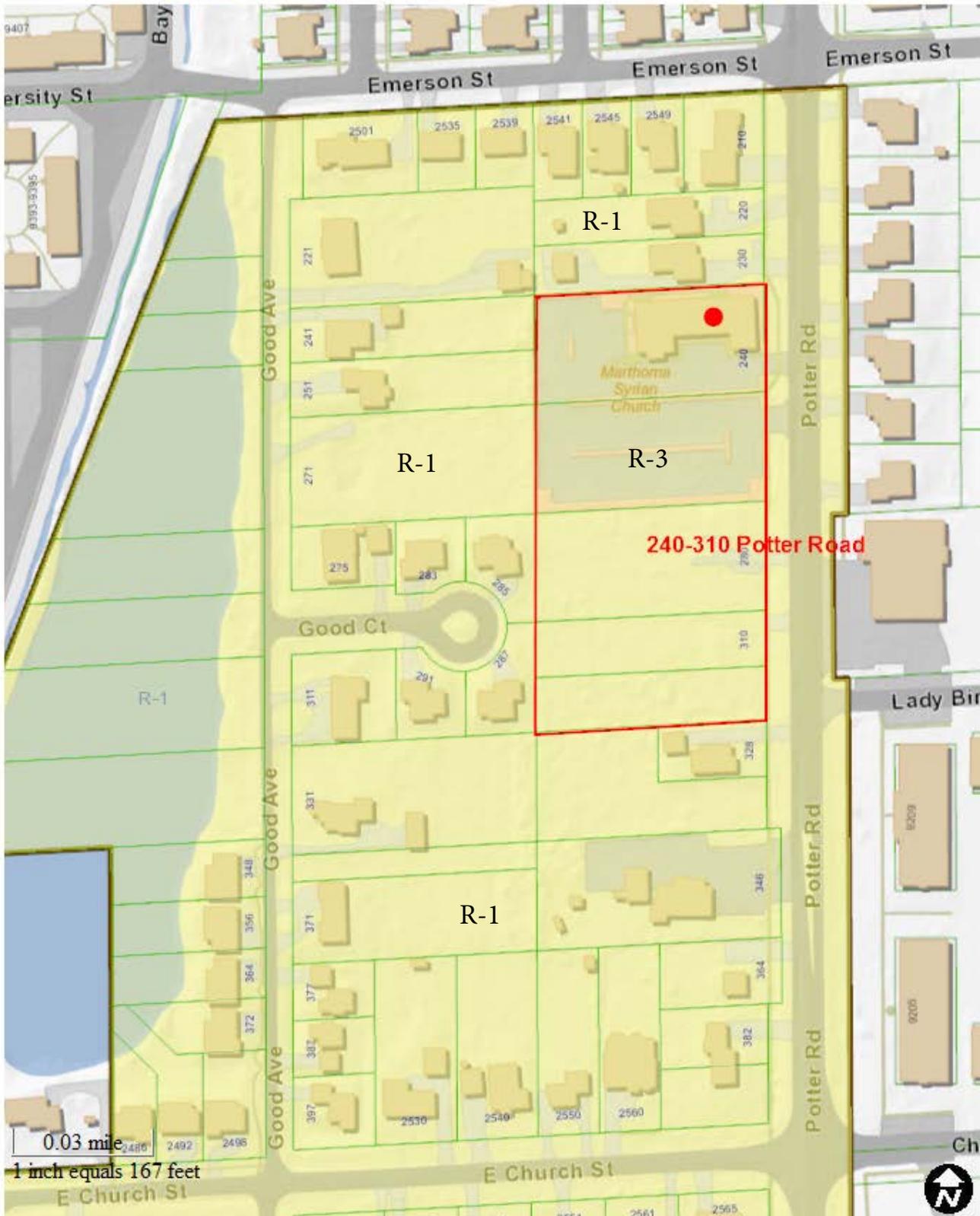
19. Address of Contact Person 25620 S. Gougar Road Manhattan, IL 60442

20. All applications involving property held by a land trust must be signed by the trust officer of the institution holding the trust as the owner of the property. Additionally, the trust beneficiary (ies) and his/her (their) current address (es) must be disclosed on the application form. The application must also be accompanied by the following:
1. Certified copy of the trust agreement;
 2. A letter from the trustee certifying that the beneficiary(ies) as shown on the application are correct and disclosing any beneficiary changes or lack thereof during the 12 months immediately preceding the filing of this application.

I (we) certify that all of the above statements are and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief. I (we) consent to the entry in or upon the premises described in this application by any authorized official of the City of Des Plaines, Illinois, for the purpose of posting, maintaining, and removing such notices as may be required.

Leboy Thapet. 11-06-2016
Signature of Applicant or Authorized Agent Date

Abraham K. 11-06-2016
Signature of Owner Date



Map created on May 18, 2016.

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The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.

Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



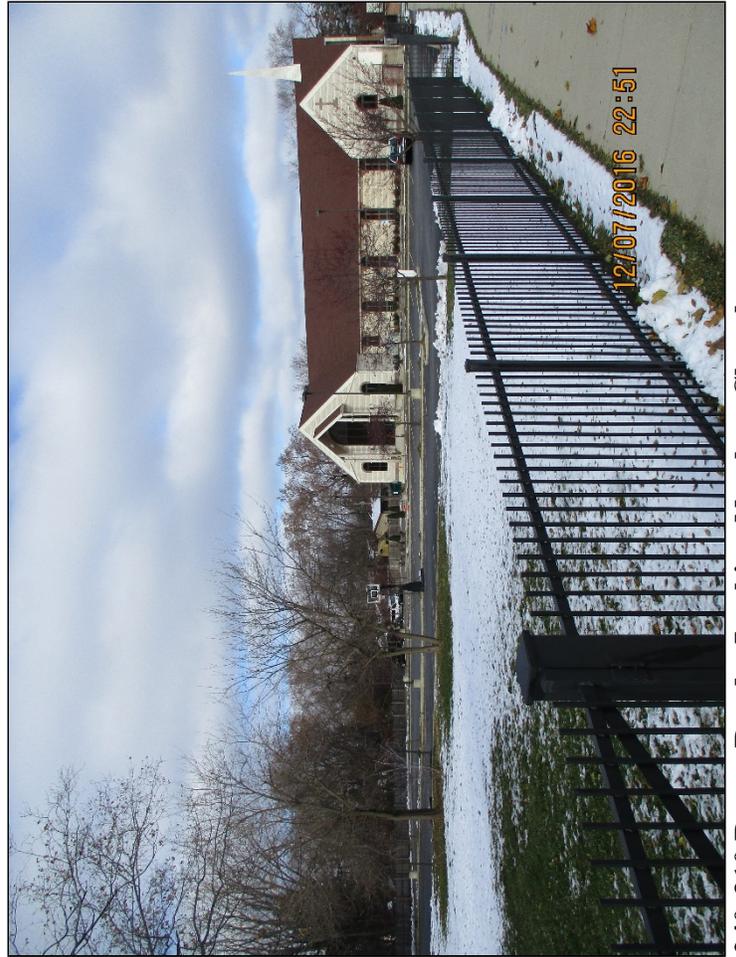
240-310 Potter Road – Looking South from Existing Parking Lot



240-310 Potter Road – Looking West at Southern Portion of Site



240-310 Potter Road – Public Notice Sign



240-310 Potter Road – Looking North at Church

CITY OF DES PLAINES

ORDINANCE Z - 2 - 17

AN ORDINANCE APPROVING FINAL PLANNED UNIT DEVELOPMENT FOR 240-310 POTTER ROAD, DES PLAINES, ILLINOIS. (CASE #16-081-FPUD).

WHEREAS, The Chicago Mar Thoma Church, an Illinois not-for-profit corporation (“*Petitioner*”), is the owner of the property consisting of approximately 3.42 acres, located in the R-3 Townhouse Residential District (“*R-3 District*”), commonly known as 240-310 Potter Road, Des Plaines, Illinois (“*Subject Property*”); and

WHEREAS, the Petitioner desires to construct on the subject property: (i) an expansion to the existing parking lot (“*Proposed Parking Lot Expansion*”); and (ii) a parsonage building (“*Proposed Parsonage Building*”); and

WHEREAS, on June 28, 2016, the Planning and Zoning Board of the City of Des Plaines (“*PZB*”) approved a preliminary plat of subdivision for the Subject Property; and

WHEREAS, on July 18, 2016, the City Council adopted Ordinance Z-13-16, approving: (i) a map amendment (“*Map Amendment*”) to the “Zoning Map of the City of Des Plaines” (“*Zoning Map*”) to rezone the Subject Property from the R-1 District to the R-3 Townhouse Residential District (“*R-3 District*”); (ii) a preliminary plat of planned unit development of the Subject Property (“*Preliminary Plat of PUD*”); and

WHEREAS, the City of Des Plaines Zoning Ordinance of 1998, as amended, is codified as Title 12 of the City Code of the City of Des Plaines (“*Zoning Ordinance*”), and Title 13 of the City Code of the City of Des Plaines, as amended (“*Subdivision Regulations*”), the Petitioner filed, an application with the City for the approval of: (i) a final plat of planned unit development of the Subject Property (“*Proposed Final Plat of PUD*”)

WHEREAS, within fifteen (15) days after the receipt thereof, the Petitioner’s application was referred by the Department of Community and Economic Development to the PZB; and

WHEREAS, within ninety (90) days after the date of the Petitioner’s application, a public hearing was held by the PZB on December 13, 2016, pursuant to publication in the *Des Plaines Journal* on November 23, 2016; and

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

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

WHEREAS, pursuant to Sections 12-3-7 and 12-3-5 of the Zoning Ordinance, the PZB filed a written report with the City Council on December 14, 2016, summarizing the testimony and evidence received by the PZB and stating its recommendation, by a vote of 7-0, to approve the Proposed Map Amendment and the Proposed Final Plat of PUD, subject to conditions; and

WHEREAS, the Petitioner made representations to the PZB with respect to the Proposed Final Plat of PUD, which representations are hereby found by the City Council to be material and upon which the City Council relies in approving the Proposed Final Plat of PUD; and

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for planned unit developments set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated December 9, 2016, and has determined that it is in the best interest of the City and the public to approve the Proposed Final Plat of PUD in accordance with the provisions of this Ordinance;

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

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

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is legally described as:

PARCEL 1

LOT 3 (EXCEPT THE EAST 17.00 FEET THEREOF) IN TALLANT'S GREEN ACRES, A SUBDIVISION OF LOT 8 IN FREDRICH MEINSCHAUSEN'S DIVISION OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOT 4 (EXCEPT THE EAST 17.00 FEET THEREOF) IN TALLANT'S GREEN ACRES, A SUBDIVISION OF LOT 8 IN FREDRICH MEINSCHAUSEN'S DIVISION OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3

LOT 5 (EXCEPT THE EAST 17.00 FEET THEREOF) IN TALLANT'S GREEN ACRES, A SUBDIVISION OF LOT 8 IN FREDRICH MEINSCHAUSEN'S

DIVISION OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4

LOT 6 (EXCEPT THE SOUTH 65.00 FEET AS MEASURED ALONG THE WEST LINE OF POTTER ROAD AND ALSO EXCEPT THE EAST 17.00 FEET THEREOF) IN TALLANT’S GREEN ACRES, A SUBDIVISION OF LOT 8 IN FREDRICH MEINSCHAUSEN’S DIVISION OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5

THE SOUTH 65.00 FEET OF LOT 6 (EXCEPT THE EAST 17.00 FEET THEREOF) IN TALLANT’S GREEN ACRES, A SUBDIVISION OF LOT 8 IN FREDRICH MEINSCHAUSEN’S DIVISION OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 09-15-102-013-0000, 09-15-102-014-0000, 09-15-102-015-0000, 09-15-102-041-0000, 09-15-102-042-0000.

Commonly known as 240-310 Potter Road, Des Plaines, Illinois.

SECTION 3. APPROVAL OF PROPOSED FINAL PLAT OF PUD AND

PERMITTED EXCEPTIONS. Subject to and contingent upon the conditions set forth in Section 5 of this Ordinance, the City Council hereby approves the Proposed Final Plat of PUD, titled “Final PUD Site Plan/ Final PUD Plat,” consisting of one sheet, prepared by M. Gingerich, Gereaux & Associates, and dated November 9, 2016, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit A**. The City Council hereby directs the Zoning Administrator to accept the Proposed Final Plat of PUD, subject to and contingent upon the conditions set forth in Section 5 of this Ordinance.

SECTION 5. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance and the Subdivision Ordinance, and any other rights that the Petitioner may have, the approvals granted in Sections 3

and 4 of this Ordinance are subject to and contingent upon compliance with each and all of the following conditions, restrictions, limitations, and provisions:

- A. Compliance with Law and Regulations. The development, use, operation, and maintenance of the Proposed Development and the Subject Property must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.
- B. Payment of Fees. The Petitioner must pay all applicable fees for building permits and related approvals.
- C. Compliance with Plans. Except for minor changes and site work approved by the City Director of Community and Economic Development or Director of Public Works and Engineering (for matters within their respective permitting authorities) in accordance with all applicable City standards, the development, use, operation, and maintenance of the Proposed Development and the Subject Property must comply with the following plans and documents (collectively, “*Final Plans*”):
 1. The plans titled “Final PUD Site Plan/ Final PUD Plat,” prepared by M. Gingerich, Gereaux & Associates, consisting of one sheet, and with a latest revision date of November 9, 2016, a copy of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit A**.
 2. The Tree Preservation Plan prepared by Krogstad, consisting of one sheet, and dated September 30, 2016, a copy of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit B**.

3. The Chicago Mar Thoma Church Landscape Plan prepared by Upland Design Ltd., consisting of one sheet, and dated November 8, 2016, a copy of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit C**.
4. The Proposed Parsonage Plan prepared by Anderson Associates Architects, consisting of three sheets, copyright dated 2015, copies of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit D**.
5. The Refuge Enclosure Details Plan, consisting of one sheet, and dated November 10, 2016, a copy of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit E**.
6. LED Area Lights prepared by LSI Industries, consisting of three sheets, and dated November 8, 2016, copies of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit F**.
7. The Photometric Plan prepared by MWE, Inc., consisting of one sheet, and dated November 8, 2016, a copy of which are attached to and, by this reference, made a part of this Ordinance as **Exhibit G**.

SECTION 6. RECORDATION; BINDING EFFECT. A copy of this Ordinance must be recorded in the Office of the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein run with the Development Parcel and inure to the benefit of, and are binding upon, the Petitioner and its respective personal representatives, successors, and assigns, including, without limitation, subsequent purchasers of the Development Parcel.

SECTION 7. FAILURE TO COMPLY WITH CONDITIONS.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than seventy five dollars (\$75.00) or more than seven hundred and fifty dollars (\$750.00) for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner fails to develop or maintain the Development Parcel in accordance with the plans submitted, the requirements of the Zoning Ordinance or the conditions set forth in Section 5 of this Ordinance, the approvals granted by Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the R-3 District. Further, in the event of such revocation, the City Manager and the City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner.

SECTION 8. AMENDMENTS. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 9. 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 10. EFFECTIVE DATE. This Ordinance will be effective only upon the occurrence of the following events:

- A. Passage by the City Council in the manner required by law;
- B. Publication in pamphlet form in the manner required by law;
- C. The filing with the City Clerk by the Petitioner of an unconditional agreement and consent in substantially the form attached to and, by this reference, made a part of this Ordinance as **Exhibit H**, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Petitioner's consent to its recordation; and
- D. At Petitioner's sole cost and expense, the recordation of this Ordinance, together with such exhibits as the City Clerk deems appropriate for recordation, with the office of the Recorder of Cook County

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2017.

APPROVED this _____ day of _____, 2017.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2017.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

I, _____, being the owner or other party in interest of the property legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the Subject Property in accordance with the terms of this Ordinance.

Dated: _____

(Signature)

DP-Ordinance Approving Final Planned Unit Development (FPUD) for 240-310 Potter Road Chicago Mar Thoma Church (2017)

#49036319_v2

FINAL P.U.D. SITE PLAN / FINAL P.U.D. PLAT

BEING A PLANNED UNIT DEVELOPMENT IN SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SITE DATA

TOTAL AREA (FIVE PARCELS) = 3.43 ACRES

EXISTING CHURCH SEATING SUMMARY

MAIN SANCTUARY 420 SEATS
BALCONY 80 SEATS
CHILDREN'S ROOM 40 SEATS
CHOIR 30 SEATS

TOTAL 570 SEATS

PARKING SPACES REQUIRED = 1 SPACE PER 4 SEATS x 570 SEATS
= 143 PARKING SPACES REQUIRED

EXISTING PARKING PLUS H/C ACCESSIBLE = 154 STANDARD SPACES
= 6 ACCESSIBLE SPACES

TOTAL EXISTING PARKING = 160 SPACES

NOTE: 9 EXISTING SPACES WILL BE REMOVED FOR CONNECTION TO THE NEW PARKING LOT AND TO ADD ONE ACCESSIBLE SPACE NORTH OF THE CHURCH

PROPOSED PARKING LOT EXPANSION
NEW PARKING SPACES PROVIDED = 73 STANDARD SPACES
PLUS H/C ACCESSIBLE = 1 ACCESSIBLE SPACE

NEW TOTALS AFTER EXPANSION
TOTAL STD. PARKING W/ EXPANSION = 218 STANDARD SPACES
TOTAL ACCESS. PARKING W/ EXPANSION = 7 ACCESSIBLE SPACES

SUB-TOTAL PARKING WITH EXPANSION = 225 PARKING SPACES
LESS SPACES FOR NEW WALKWAY = 5

TOTAL PARKING AFTER EXPANSION = 220 PARKING SPACES

PARKING FOR POSSIBLE FUTURE CLASSROOM (200 SEATS/4) = 50 PARKING SPACES

POSSIBLE FUTURE PARKING NEEDED 143+50 = 193 PARKING SPACES

PARSONAGE (ONE SINGLE FAMILY HOME)
PARKING PROVIDED 2 IN GARAGE + 2 IN DRIVEWAY = 4 SPACES
PARKING REQUIRED = 2 SPACES

BULK REQUIREMENTS TABLE

TOTAL AREA (FIVE PARCELS) = 3.43 ACRES

EXISTING ZONING: R-3 P.U.D.
EXISTING USE: PLACE OF WORSHIP

BULK CONTROLS:	R-3 (REQUIRED)	R-3 PUD PROVIDED
MAXIMUM HEIGHT	45 FT	35 FT
MINIMUM FRONT YARD	25 FT	8 FT EX.**/NEW 25 FT MIN.
MINIMUM SIDE YARD	5 FT FOR BLDG 35 FT 10 FT FOR BLDG OVER 35 FT	5 FT MIN.
MINIMUM REAR YARD	25 FT FOR BLDG 35 FT 30 FT FOR BLDG OVER 35 FT	25 FT MIN.
MINIMUM LOT WIDTH	45 FT (INTERIOR)	530 FT
MINIMUM LOT AREA	2,800 SQ. FT./ DU	149,581 SQ. FT. (ONE DU)

** DENOTES EX. BUILDING FRONT SETBACK IS 8 FT DUE TO 17 FT R.O.W. DEDICATION, VARIANCE PREVIOUSLY APPROVED. NEW BUILDINGS WILL BE SETBACK 25 FT MINIMUM

DRAINAGE STATEMENT

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS PROJECT OR ANY PART THEREOF, OR, THAT IF DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS APPROVED FOR USE BY THE DIRECTOR OF PUBLIC WORKS AND ENGINEERING, AND THAT SUCH SURFACE WATERS ARE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO ADJOINING PROPERTIES BECAUSE OF THE CONSTRUCTION OF THIS PROJECT.

SEAL

REGISTERED PROFESSIONAL ENGINEER

OWNER: CHICAGO MAR THOMA CHURCH
ADDRESS: 240 POTTER ROAD DES PLAINES, IL 60016

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS ON THE ABOVE DESCRIBED PROPERTY.

DATED AT DES PLAINES, ILLINOIS THIS _____ DAY OF _____, A.D. 20____.

BY: _____
CITY COLLECTOR

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED BY THE CITY PLANNING AND ZONING BOARD OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS THIS _____ DAY OF _____, A.D. 20____.

BY: _____ CHAIRMAN
ATTEST: _____ SECRETARY

STATE OF ILLINOIS)
COUNTY OF COOK) SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND THAT HE HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR THE USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED THIS _____ DAY OF _____, A.D. 20____.

OWNER: CHICAGO MAR THOMA CHURCH

STATE OF ILLINOIS)
COUNTY OF _____) SS

I, _____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE PERSONS WHOSE SIGNATURES APPEAR IN THE OWNERSHIP CERTIFICATE ARE PERSONALLY KNOWN TO ME TO BE KNOWN AS THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED IN THE FOREGOING INSTRUMENT AS SUCH OWNERS AND THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL IN _____ COUNTY, ILLINOIS THIS _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED BY THE CITY OF DES PLAINES, BY RESOLUTION _____, DATED THIS _____ DAY OF _____, A.D. 20____.

BY: _____ MAYOR
ATTEST: _____ CITY CLERK

STATE OF ILLINOIS)
COUNTY OF WILL) SS

THIS IS TO CERTIFY THAT I, ROBERT F. SLUIS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY, THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

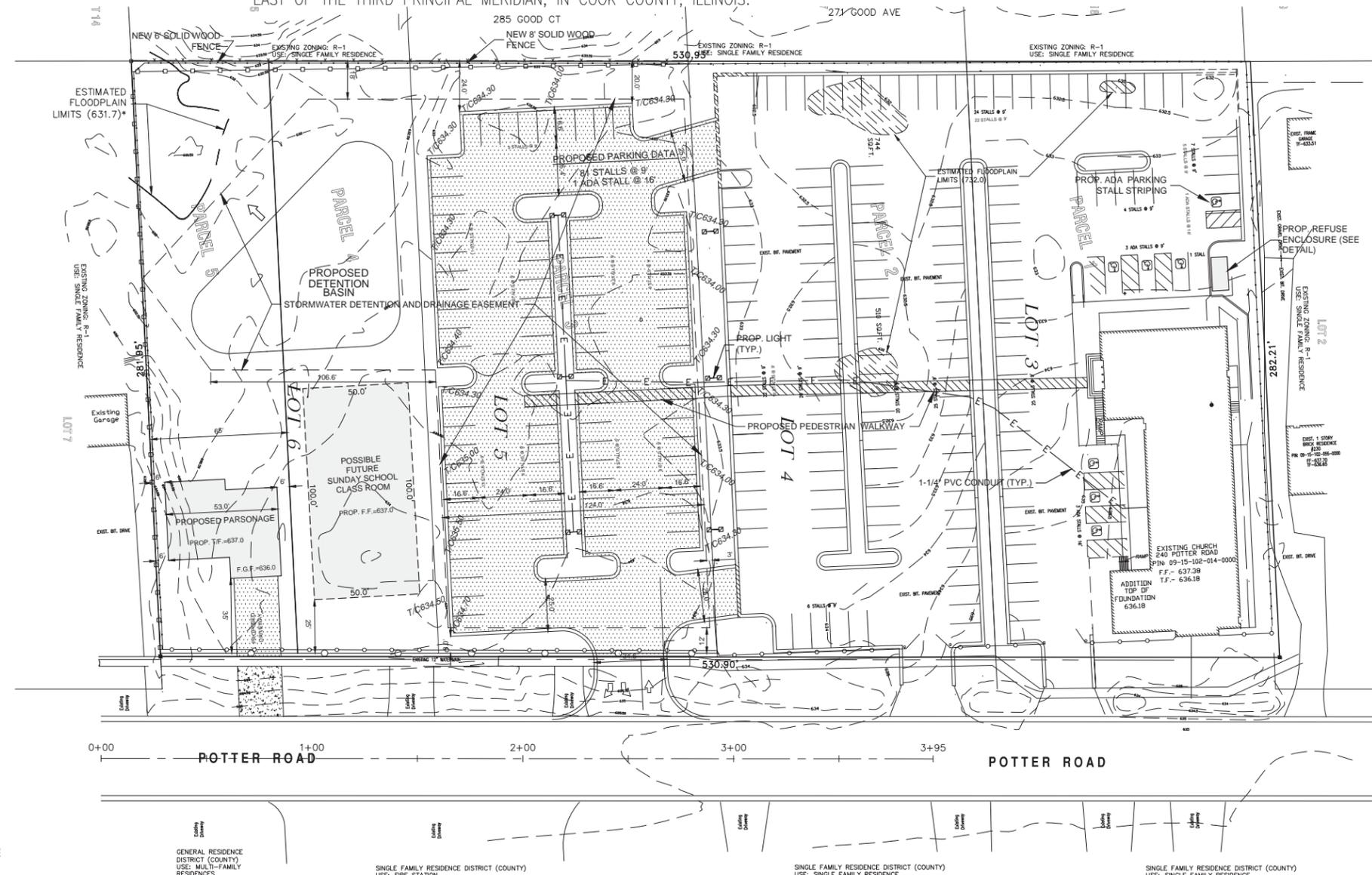
- PARCEL 1: LOT 3 (EXCEPT THE EAST 17.00 FEET THEREOF) IN TALLANT'S GREEN ACRES, A SUBDIVISION OF LOT 8 IN FREDRICH MEINSCHAUSEN'S DIVISION OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- PARCEL 2: LOT 4 (EXCEPT THE EAST 17.00 FEET THEREOF) IN TALLANT'S GREEN ACRES, A SUBDIVISION OF LOT 8 IN FREDRICH MEINSCHAUSEN'S DIVISION OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- PARCEL 3: LOT 5 (EXCEPT THE EAST 17.00 FEET THEREOF) IN TALLANT'S GREEN ACRES, A SUBDIVISION OF LOT 8 IN FREDRICH MEINSCHAUSEN'S DIVISION OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- PARCEL 4: LOT 6 (EXCEPT THE SOUTH 65.00 FEET AS MEASURED ALONG THE WEST LINE OF POTTER ROAD AND ALSO EXCEPT THE EAST 17.00 FEET THEREOF) IN TALLANT'S GREEN ACRES, A SUBDIVISION OF LOT 8 IN FREDRICH MEINSCHAUSEN'S DIVISION OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- PARCEL 5: THE SOUTH 65.00 FEET OF LOT 6 (EXCEPT THE EAST 17.00 FEET THEREOF) IN TALLANT'S GREEN ACRES, A SUBDIVISION OF LOT 8 IN FREDRICH MEINSCHAUSEN'S DIVISION OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I DO FURTHER CERTIFY THAT:

- PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEMA PANEL NUMBER 17031C0236J, MAP REVISED AUGUST 19, 2006.
- THIS PROPERTY IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.
- THE ACCOMPANIED PLAT IS TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.
- ALL LOTS CORNERS AND POINTS OF CURVATURE HAVE BEEN (STAKED 5/8 INCH BY 24 INCH IRON RODS OR) MONUMENTED ACCORDING TO THE PLAT ACT AS AMENDED.
- DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
- THIS SURVEY CONTAINS 3.43 ACRES.

Robert F. Sluis
Illinois Professional Land Surveyor #035-003558

Dated this _____ day of _____, 20____.



PLAN EDITION	DATE	DESCRIPTION
1	11/9/16	CITY SUBMITTAL
2	11/18/16	REV. PER CITY ENGINEER

M. GINGERWEL, GEREALUX ASSOCIATES
ENGINEERING * PLANNING * SURVEYING

MANHATTAN OFFICE
Manhattan Office
25620 S. Cicero Rd
Bradley, Illinois 60442
PH. 815-939-4921
FX. 815-939-9810
www.mg2a.com

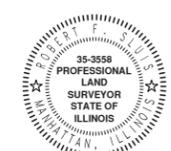
DESIGN: R/V	PROFESSIONAL DESIGN FIRM #184.005003
DRAWING: M/B	
CHECKED: R/V	
APPROVED: R/V	

CHICAGO MAR THOMA CHURCH
240 POTTER ROAD
DES PLAINES, ILLINOIS

FINAL P.U.D. SITE PLAN / FINAL PLAT

SHEET NO.
1 OF **1**

JOB NO. 15-643

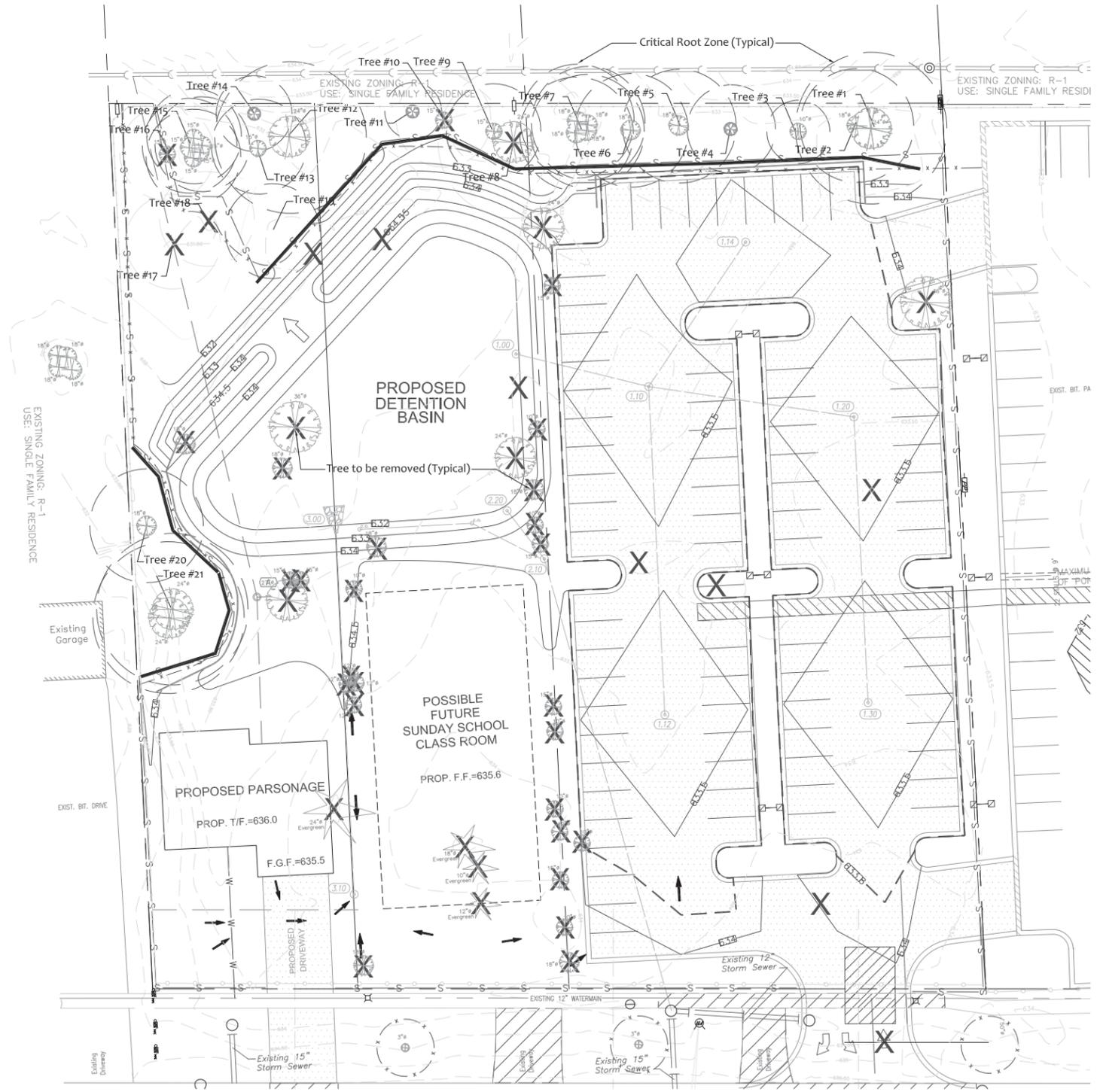


P.I.N.'S	PARCEL
09-15-102-013-0000	(PARCEL 1)
09-15-102-014-0000	(PARCEL 2)
09-15-102-015-0000	(PARCEL 3)
09-15-102-041-0000	(PARCEL 4)
09-15-102-042-0000	(PARCEL 5)

TREE COUNT	DIAMETER DBH (INCH)	TYPE (COMMON NAME)	SCIENTIFIC NAME	H **	F **	COMMENTS	ACTION
1	24	Norway Maple	Acer platanoides	3	4	one sided, Overhead wires (OHW) spots	Preserve/Root Prune
2	18	Norway Maple	Acer platanoides	3	4	OHW, spots	Preserve/Root Prune
3	18	Norway Maple	Acer platanoides	3	4	OHW, spots	Preserve/Root Prune
4	14	Box Elder	Acer negundo	4	4	lean	Preserve
5	18	Norway Maple	Acer platanoides	3	4		Preserve/Root Prune
6	18	Norway Maple	Acer platanoides	3	4		Preserve/Root Prune
7	18, 18, 18	Norway Maple	Acer platanoides	3	4		Preserve/Root Prune
8	24	Box Elder	Acer negundo	5	5	nearly dead	Remove
9	15	Box Elder	Acer negundo	4	4	leaning over neighbors	Preserve
10	15	Box Elder	Acer negundo	5	5	nearly dead	Remove
11	5	Box Elder	Acer negundo	4	4	lean	Preserve
12	24	Box Elder	Acer negundo	4	4		Preserve
13	15	Box Elder	Acer negundo	4	4	lean	Preserve
14	12	Siberian Elm	Ulmus pumila	4	4		Preserve
15	15, 15, 15	Silver Maple	Acer saccharinum	3	4	lean, codominant	Preserve
16	15	Box Elder	Acer negundo	5	5	nearly dead	Remove
17	10	Box Elder	Acer negundo	6	6	fallen	Remove
18	15	Box Elder	Acer negundo	5	5		Remove
19	15	Slippery Elm	Ulmus rubra 'Muhl'	4	4		Preserve
20	18	Box Elder	Acer negundo	4	4	codominant	Preserve
21	24, 24	Eastern Cottonwood	Populus deltoides	3	3	codominant	Preserve

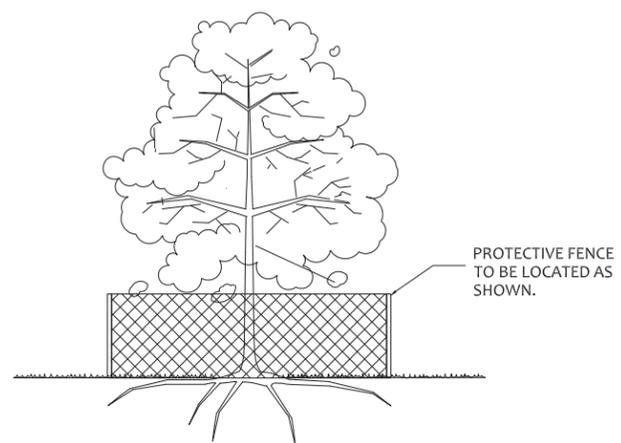
Classifications: H=Health, F=Form
Code: 1= excellent, 2= Good, 3= Fair, 4= Poor, 5= Very Poor, 6= Dead

Tree Inventory conducted on 7/28/16 by Krogstad Land Design Limited (Karl T. Krogstad, Certified Arborist IL-546A)
Tree Summary Table provided by Krogstad Land Design Limited (Karl T. Krogstad, Certified Arborist IL-546A).

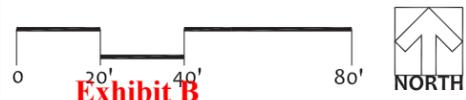


- TREE PRESERVATION NOTES:**
1. ALL GRADING AND CONSTRUCTION EQUIPMENT SHALL BE RESTRICTED WITHIN THE PROTECTION FENCE OF A TREE. NO EXCESS SOIL, ADDITIONAL FILL, LIQUIDS OR CONSTRUCTION DEBRIS SHALL BE PLACED WITHIN THE ROOT ZONE OF ANY TREE THAT IS REQUIRED TO BE PRESERVED.
 2. CRUSHED LIMESTONE HYDROCARBONS AND OTHER MATERIALS DETRIMENTAL TO TREES SHALL NOT BE DUMPED WITHIN THE ROOT ZONE OF ANY TREE NOR AT ANY HIGHER LOCATION WHERE DRAINAGE TOWARD THE TREE COULD CONCEIVABLY EFFECT THE HEALTH OF THE TREE.
 3. APPROPRIATE PROTECTIVE FENCING SHALL BE TEMPORARILY INSTALLED FOR PROTECTION OF PRESERVED TREES AS SHOWN.
 4. ALL REQUIRED PROTECTIVE FENCING MUST BE IN PLACE BEFORE A BUILDING PERMIT WILL BE ISSUED. THE FENCING MUST REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PERIOD. ALL FENCING MUST BE SECURED TO METAL POSTS DRIVEN INTO THE GROUND SPACED NO FURTHER THAN 6 FEET APART.
 5. NO ATTACHMENTS, FENCES OR WIRES, OTHER THAN APPROVED MATERIALS FOR BRACING, GUYING OR WRAPPING SHALL BE ATTACHED TO ANY VEGETATION DURING THE CONSTRUCTION PERIOD.
 6. DURING CONSTRUCTION, ALL REASONABLE STEPS NECESSARY TO PREVENT THE DESTRUCTION OR DAMAGING OF TREES (OTHER THAN THOSE SPECIFIED TO BE REMOVED) SHALL BE TAKEN.
 7. NO SOIL IS TO BE REMOVED FROM WITHIN THE PROTECTION FENCE OF ANY TREE THAT IS TO REMAIN.

- TREE REMOVAL NOTES:**
1. TREE REMOVAL SHALL BE PREPARED BY A CERTIFIED ARBORIST, LICENCED AND BONDED WITHIN THE MUNICIPALITY.
 2. TREE REMOVAL CONTRACTOR IS RESPONSIBLE FOR LOCATION AND PROTECTION OF UNDERGROUND UTILITIES IN AREAS WHERE STUMPS ARE TO BE GROUND AND REMOVED.
 3. TREE REMOVAL CONTRACTOR IS RESPONSIBLE TO PROTECT ALL OVERHEAD UTILITIES DURING REMOVAL.
 4. TREE REMOVAL SHALL BE CONDUCTED IN A MANNER THAT PROTECTS ALL SURROUNDING STRUCTURES AND PRESERVED TREES FROM DAMAGE. TREES SHALL BE CUT DOWN, AND STUMPS GROUND. AT NO TIME SHALL VEGETATION BE FORCIBLY REMOVED IN SUCH A MANNER THAT WOULD DAMAGE THE ROOT SYSTEM OR SURROUNDING VEGETATION.



TREE PROTECTION DETAIL
N.T.S.

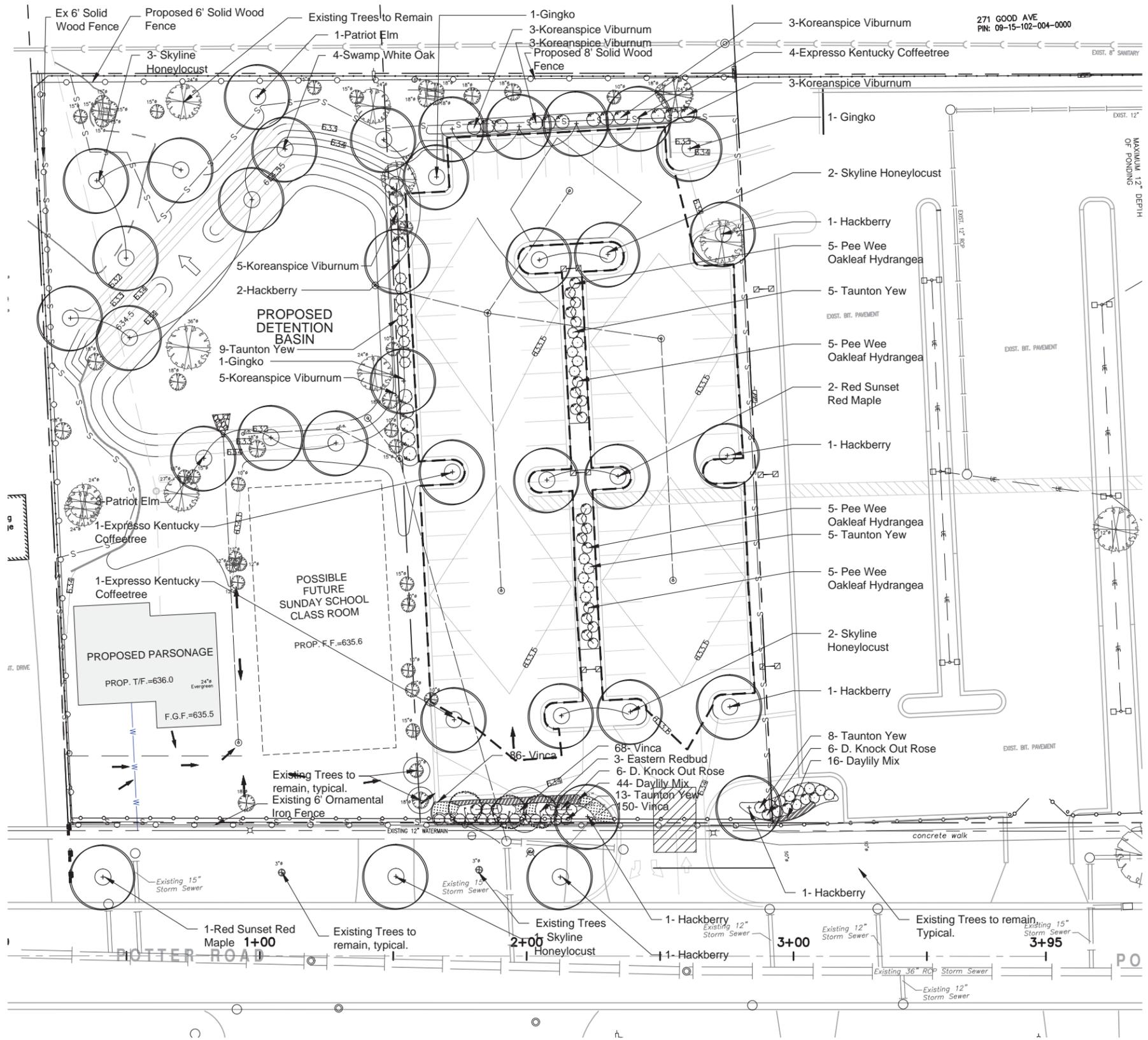


SYMBOL KEY
protective fencing (Approx. 334 l.f.)

REVISIONS

DATE	DESCRIPTION
Sept. 30, 2016	

DATE Sept. 30, 2016
PROJECT MTC1601
DRAWN KTK
CHECKED KTK
SHEET NO.



GENERAL NOTES: LANDSCAPE

- Notes indicated on grading plans shall pertain to landscape plans. Final grade of planting beds shall be as per grading plan.
- The landscape contractor shall be responsible for making themselves familiar with all underground utilities and structures.
- All existing plant material and trees shall be saved and protected unless otherwise noted. Contractor to protect new and existing trees and landscaping from damage and shall restore all areas disturbed as a result of construction.
- Plant material shall be supplied from Northern Illinois nursery stock, shall be dug the planting season it is installed, and shall conform to the American Association of Nurseryman's standards.
- Plant material shall be size and type specified. Substitution of plant material shall be on a case by case basis and approved in writing by the Owner's Representative. In no case shall plant material be smaller than indicated in the plans.
- Do not willfully proceed with plantings as designed when it is obvious that obstructions and/or grade differences exist that may not have been known during the design process. Such conditions shall be immediately brought to the attention of the Owner's Representative.
- All plant material shall be inspected and approved by the Owner's Representative prior to the installation of any and all plant material.
- Plant locations shall be flagged in field with Owner's Rep. Final location of all plant material shall be subject to approval of the Owner's Representative prior to digging any holes. The landscape contractor is responsible for providing Owner's Representative with 48 hour minimum advance notice prior to planting.
- Plants shall be watered on the day they are planted and maintained with watering until final acceptance of the project.
- Apply a pre-emergent as per manufacturer's specification prior to installing mulch.
- Beds and tree rings (6' diameter) shall have 3" of hardwood shredded mulch applied and a 4" deep spade edge at lawn. Trees that are not located in beds, shall have a tree ring.
- Landscape plant material shall be guaranteed for 12 months from final acceptance. Any plant 1/3 dead or more shall be replaced under the guarantee.
- Contractor to prepare landscape beds by rototilling 2" of Mushroom Compost into new beds. Do not add compost nor rototill within drip line of existing trees.
- Lawn Seeding shall be under favorable weather conditions, and shall follow dates in specification.
- Turf mixes shall be installed and lawn established at all disturbed areas.
- Do not overseed into mulch beds and paving.
- Contractor shall restore all areas disturbed as a result of construction.

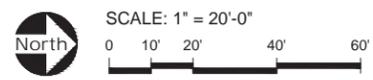
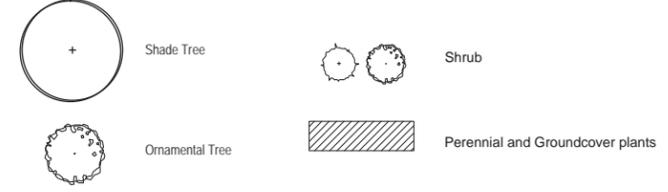
PLANT LIST

QTY	SIZE	BOTANICAL NAME	COMMON NAME	NOTES
SHADE TREES				
3	2.5"	<i>Acer rubrum</i> 'Franksred'	Red Sunset Red Maple	B&B
8	2.5"	<i>Celtis occidentalis</i>	Common Hackberry	B&B
3	2.5"	<i>Ginkgo biloba</i>	Ginkgo	B&B
8	2.5"	<i>Gleditsia triacanthos</i> var. <i>inermis</i> 'Skyline'	Skyline Honeylocust	B&B
6	2.5"	<i>Gymnocladus dioica</i> s. 'Expresso'	Expresso Kentucky Coffeetree	B&B
4	2.5"	<i>Quercus bicolor</i>	Swamp White Oak	B&B
4	2.5"	<i>Ulmus 'Urban'</i>	Patriot Smoothleaf Elm	B&B
36	Total			
ORNAMENTAL TREES				
3	6' Ht.	<i>Cercis canadensis</i>	Eastern Redbud	Single Stem
3	Total			
EVERGREEN SHRUBS				
40	24"	<i>Taxus x media</i> 'Talonini'	Taunton Yew	
40	Total			
DECIDUOUS SHRUBS				
20	18"-21"	<i>Hydrangea quercifolia</i> 'Pee Wee'	Pee Wee Oakleaf Hydrangea	
17	4 Gal.	<i>Rosa 'Radco'</i>	Double Knock Out Rose	
22	24" Ht.	<i>Viburnum carlesii</i>	Koreanspice Viburnum	
51	Total			
PERENNIALS & GROUNDCOVERS				
30	1 GAL.	<i>Heemerocallis</i> 'Going Bananas'	Going Bananas Daylily	50% Mix
30	1 GAL.	<i>Heemerocallis</i> 'Parco Me'	Parco Me Daylily	50% Mix
304	3" CEL.	<i>Vinca minor</i> 'Dark Blue'	Dark Blue Vinca	
361	Total			

Requirement Chart

Location	Requirement	Quantity	Proposed
Parkway Tree	Tree 24"	128	128
Parkway Landscaping	Perennial and Groundcover plants	1738	1738
Parkway Landscaping	Perennial and Groundcover plants	1280	1280
Parkway Landscaping	Perennial and Groundcover plants	1280	1280
Landscape Buffer of Parking	Perennial and Groundcover plants	1280	1280
Perennial and Groundcover plants	Perennial and Groundcover plants	1280	1280
Perennial and Groundcover plants	Perennial and Groundcover plants	1280	1280
Perennial and Groundcover plants	Perennial and Groundcover plants	1280	1280

LEGEND



PROJECT
Chicago Mar Thoma Church
 240 Potter Road
 Des Plaines, Illinois

PROJECT TEAM

 Park Planning and Landscape Architecture
 564 W Randolph St, Chicago, Illinois 60661
 24042 Lockport St, Plainfield, Illinois 60544
 815-254-0091 www.uplanddesign.com
 M. Gingerich, Gereaux & Associates
 25620 S. Gougar Rd.
 Manhattan, Illinois 60442
 Phone: 815-478-9680

SHEET TITLE
Landscape Plan
 L1.0
 SHEET NUMBER

DRAW / REVISION

MK/LD	Issued for Review	26APRIL2016
MK/LD	Revised	20JUNE2016
MK/LD	Revised	08 Nov2016
NOT FOR CONSTRUCTION		



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Anderson Associates Architects
10077 W Lincoln Hwy., Frankfort, IL., 60423
Tel 708.532.9000 Fax 708.532.9002 www.andersonplans.com
Professional Design Firm 184.005205

PLAN 451501

PROPOSED PARSONAGE

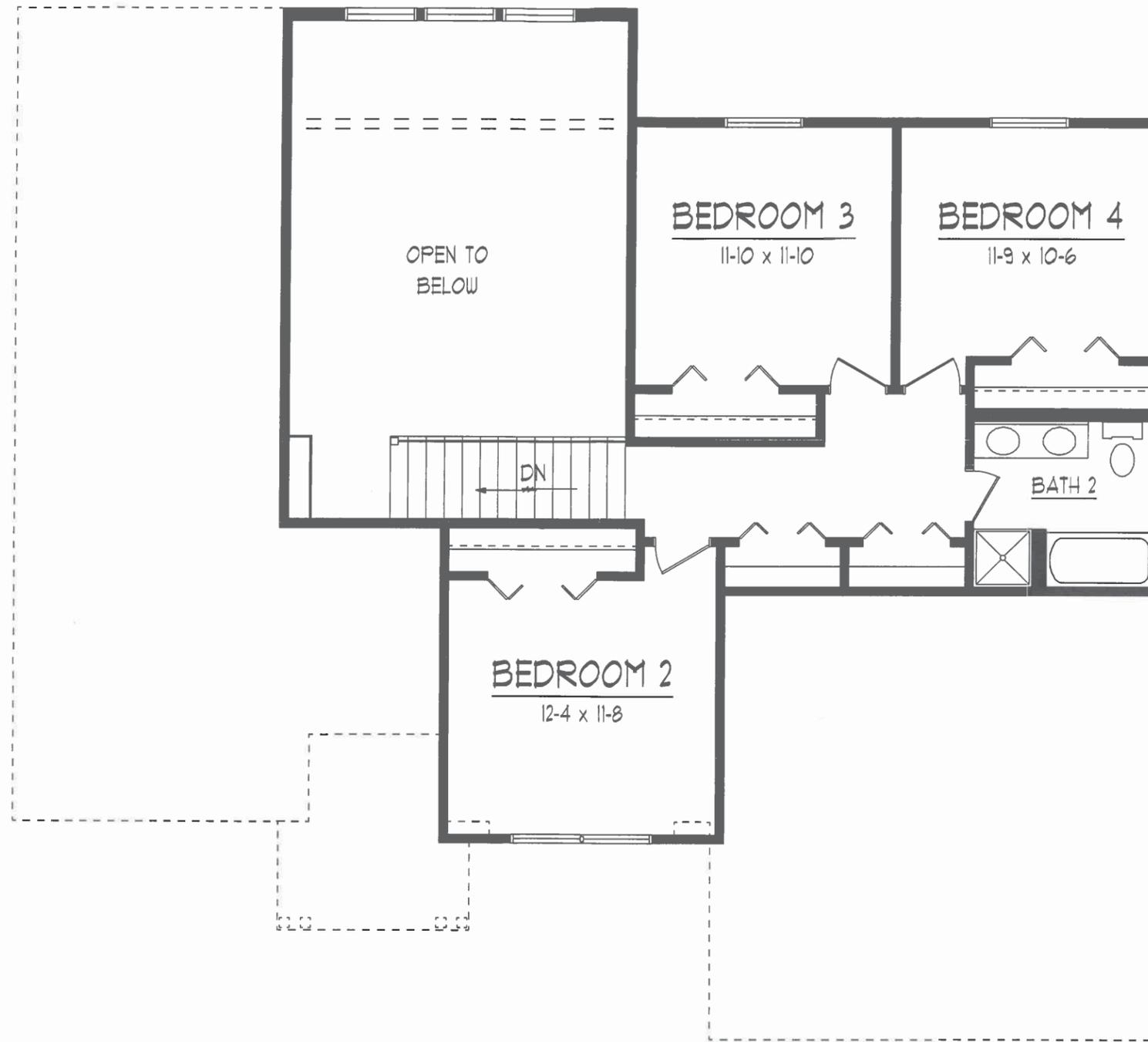


FIRST FLOOR PLAN

PROPOSED PARSONAGE

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 10077 W Lincoln Hwy., Frankfort, IL., 60423
 Tel 708.532.9000 Fax 708.532.9002 www.andersonplans.com
 Professional Design Firm 184.005205

PLAN 451501

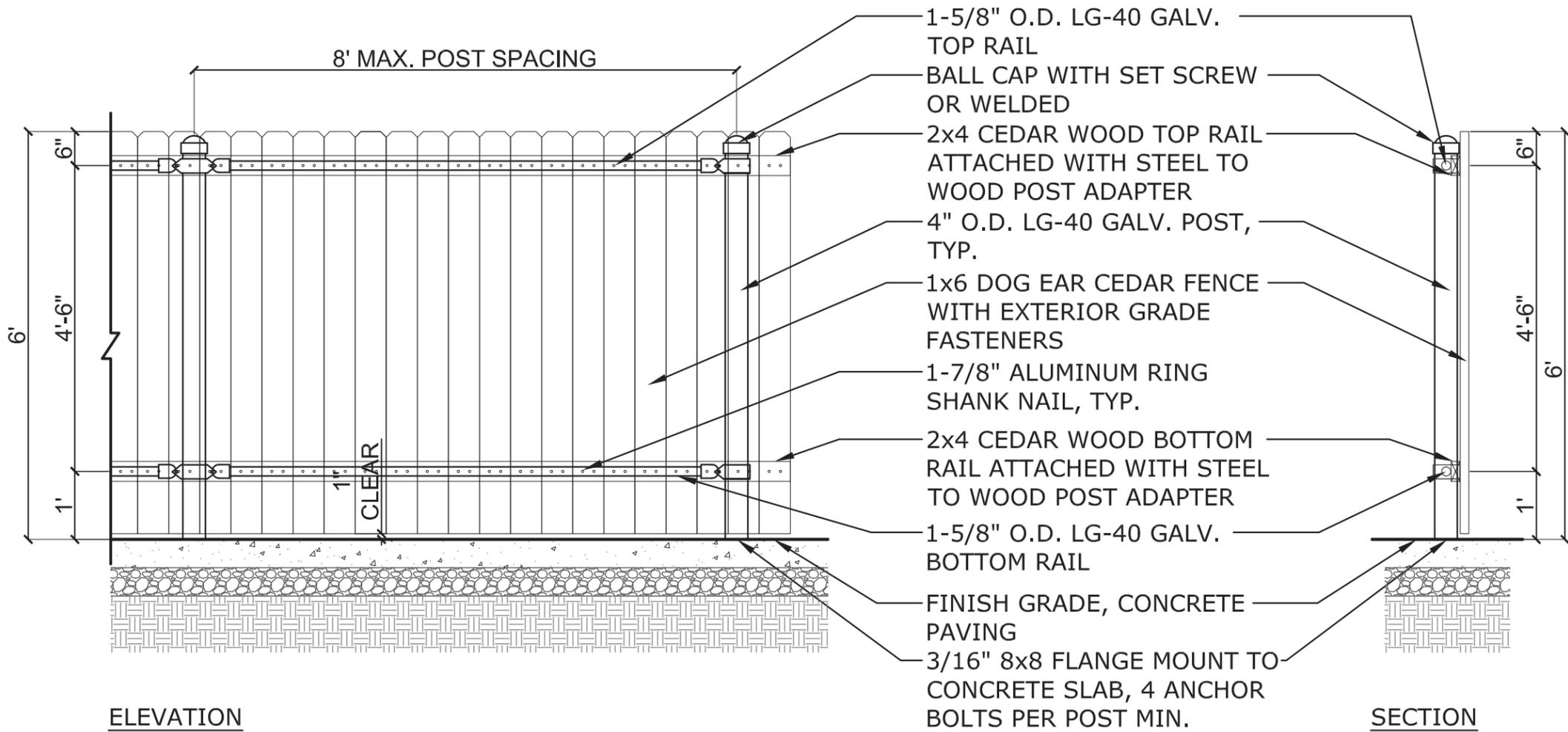


SECOND FLOOR PLAN

PROPOSED PARSONAGE

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 10077 W Lincoln Hwy., Frankfort, IL., 60423
 Tel 708.532.9000 Fax 708.532.9002 www.andersonplans.com
 Professional Design Firm 184.005205

PLAN 451501



- NOTES:
1. SUBMIT SHOP DRAWINGS INCLUDING HARDWARE.
 2. WOOD TO BE ON EXTERIOR OF ENCLOSURE.
 3. FENCE INSTALLATION SHALL CONSIST OF FURNISHING ALL LABOR MATERIALS, TOOLS AND EQUIPMENT NECESSARY TO INSTALL FENCES AND GATES.

Enclosure
SCALE: 1/2"=1'-0"

LED AREA LIGHTS - LSI SLICE SMALL (XLCS)



US & Int'l. patents pending

SMARTTEC™ - LSI drivers feature integral sensor which reduces drive current, when ambient temperatures exceed rated temperature.

ENERGY SAVING CONTROL OPTION - DIM - 0-10 volt dimming enabled with controls by others.

EXPECTED LIFE - Minimum 60,000 hours to 100,000 hours depending upon the ambient temperature of the installation location. See LSI web site for specific guidance.

LEDS - Select high-brightness LEDs in Cool White (5000K), or Neutral White (4000K) color temperature, 70 CRI.

DISTRIBUTION/PERFORMANCE - Types 3, FT, 5 and enhanced 5E and FTE. Exceptional uniformity creates bright environment at lower light levels. Internal Louver (IL) option available for improved backlight control without sacrificing street side performance for FT distribution.

HOUSING - One-piece, die-formed aluminum housing contains factory prewired driver. Wiring access door (with safety lanyard) located underneath.

OPTICAL UNIT - Clear tempered flat glass lens permanently sealed to weather-tight aluminum optic frame creates an IP65 rated optical unit (includes pressure-stabilizing breather).

MOUNTING - Tapered rear design allows fixtures to be mounted in 90° and 120° configurations without the need for extension arms. Use with 3" reduced drilling pattern. A round pole plate is required for mounting to round poles. Wall mount available by ordering wall mounting bracket (BKS-XBO-WM-* -CLR). Proprietary pole quick mount accessories available with horizontal mounting or fixed 15° angled mounting (PQMh-KIT-CLR and PQM15-KIT-CLR) for mounting to square poles. See Accessory Ordering Information chart for all brackets.

ELECTRICAL - Two-stage surge protection (including separate surge protection built into electronic driver) meets IEEE C62.41.2-2002, Location Category C. Available with universal voltage power supply 120-277 VAC (50/60Hz input), and 347-480 VAC. Optional button-type photocells (PCI) are available in 120, 208, 240, 277 or 347 volt (supply voltage must be specified).

DRIVER - Available in SS (Super Saver) and HO (High Output) drive currents. Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.

OPERATING TEMPERATURE - -40°C to +50°C (-40°F to +122°F)

FINISH - Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Available in black, bronze and white. Other standard LSI finishes available. Consult factory.

WARRANTY - LSI LED fixtures carry a limited 5-year warranty.

PHOTOMETRICS - Please visit our web site at www.lsi-industries.com for detailed photometric data.

SHIPPING WEIGHT (in carton) - One fixture: 17.5 lbs. (7.9 kg). Packed two per carton: 30 lbs. (13.6 kg).

LISTING - UL listed to U.S. and international safety standards. Suitable for wet locations. For a list of the specific products in this series that are DLC listed, please consult the LED Lighting section of our website or the Design Lights website at www.designlights.org.

DOE LIGHTING FACTS

Department of Energy has verified representative product test data and results in accordance with its Lighting Facts Program. Visit www.lightingfacts.com for specific catalog strings.

LIGHT OUTPUT - XLCS							
		Lumens (Nominal)				Watts (Nominal)	
		Type 3	Type FT	Type 5	Type5E		TypeFTE
Cool White	SS	10100	11400	11400	8200	7800	97
	HO	14000	15500	15700	11600	10600	140
Neutral White	SS	9700	10400	10800	7900	7500	97
	HO	13400	14700	15200	11000	10500	140

LED Chips are frequently updated therefore values may increase.

This product, or selected versions of this product, meet the standards listed below. Please consult factory for your specific requirements.



Fixtures comply with ANSI C136.31-2010 American National Standard for Roadway Lighting Equipment - Luminaire Vibration 1.5G requirements.



Project Name _____ Fixture Type _____

Catalog # _____

Exhibit F

07/28/16

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Page 24 of 29

LED AREA LIGHTS - LSI SLICE SMALL (XLCS)

LUMINAIRE ORDERING INFORMATION

TYPICAL ORDER EXAMPLE: **XLCS S LED SS 50 UE BLK PCR**

Prefix	Distribution	Light Source	Drive Current	Color Temperature	Input Voltage	Finish	Options
XLCS	3 - Type III 5 - Type V FT - Forward Throw 5E - Type V Enhanced FTE - Forward Throw Enhanced	LED	SS - Super Saver HO - High Output	50 - 5000K 40 - 4000K	UE - Universal Voltage (120-277V) 347-480 Universal Voltage (347-480V)	BLK - Black BRZ - Bronze WHT - White	DIM - 0-10V Dimming (from external signal) Button Type Photocells PCI120 - 120V PCI208-277V - 208-277V PCI347 - 347V IL - Internal Louver (available with FT distribution only)

LUMINAIRE EPA CHART - PLCS

Horizontal Mounting Only	
 Single	0.4
 D180°	0.8
 D90°	0.6
 T90°	1.4
 TN120°	1.4
 Q90°	1.6

Note: House Side Shield adds to fixture EPA. Consult Factory.

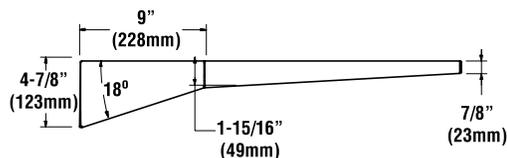
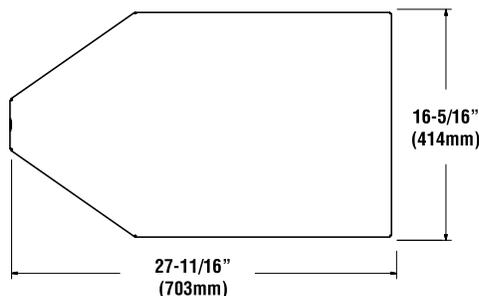
ACCESSORY ORDERING INFORMATION (Accessories are field installed)

Description	Order Number	Description	
BKS-XBO-WM-* -CLR Wall Mount Bracket	382132CLR	DFK208, 240 Double Fusing (208V, 240V)	DFK208, 240 ²
XLCS-3/FT-HSS (Black only)	603162BLK ¹	DFK480 Double Fusing (480V)	DFK480 ²
X4RPP Round Pole Plate for 4" Poles	379967CLR	FK347 Single Fusing (347V)	FK347 ²
X5RPP Round Pole Plate for 5" Poles	379968CLR	PQMH-KIT-CLR Square Pole Quick Mount Horizontal Bracket	582328CLR
FK120 Single Fusing (120V)	FK120 ²	PQM15-KIT-CLR Square Pole Quick Mount Bracket w/fixed 15° Angle	582329CLR
FK277 Single Fusing (277V)	FK277 ²		

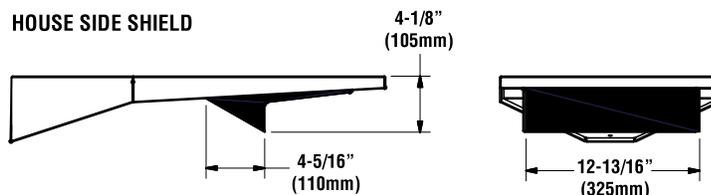
FOOTNOTES:

- 1 - House Side Shields add to fixture EPA. Consult factory.
- 2 - Fusing must be located in the hand hole of pole.

DIMENSIONS



HOUSE SIDE SHIELD



Project Name _____ Fixture Type _____

Catalog #
Exhibit F

07/28/16

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LSI INDUSTRIES INC.

LED AREA LIGHTS - LSI SLICE SMALL (XLCS)

BUG LISTING

XLCS - Type 3

Drive Current	Color Temp.*	Lumens	Watts	LER	BUG Rating
HO	CW	14,020	143	98	B3-U0-G2
	CW-HSS	8815	146	60	B2-U0-G2
	NW	13,421	143	94	B3-U0-G2
SS	CW	10,126	97	105	B3-U0-G2
	NW	9719	97	101	B3-U0-G2

XLCS - Type 5E

Drive Current	Color Temp.*	Lumens	Watts	LER	BUG Rating
HO	CW	11,581	146	79	B4-U0-G2
	NW	10,996	146	75	B4-U0-G2
SS	CW	8202	96	85	B3-U0-G2
	NW	7908	96	82	B3-U0-G2

XLCS - Type 5

Drive Current	Color Temp.*	Lumens	Watts	LER	BUG Rating
HO	CW	15,674	138	113	B4-U0-G2
	NW	15,184	146	104	B4-U0-G2
SS	CW	11,449	96	119	B3-U0-G2
	NW	10,762	96	112	B3-U0-G1

XLCS - Type FTE

Drive Current	Color Temp.*	Lumens	Watts	LER	BUG Rating
HO	CW	10585	141	75	B2-U0-G2
	CW-HSS	7810	146	53	B1-U0-G2
	NW	10,499	146	72	B2-U0-G2
	NW-HSS	7721	146	53	B1-U0-G2
SS	CW	7752	96	81	B1-U0-G2
	CW-HSS	5676	96	59	B1-U0-G2
	NW	7493	96	78	B1-U0-G2
	NW-HSS	5517	96	57	B1-U0-G2

XLCS - Type FT

Drive Current	Color Temp.*	Lumens	Watts	LER	BUG Rating
HO	CW	15,535	139	112	B3-U0-G2
	CW-HSS	12,489	139	90	B1-U0-G2
	CW-IL	14,384	138	104	B3-U0-G2
	NW	14,694	146	100	B3-U0-G2
	NW-HSS	10,499	144	73	B1-U0-G2
	NW-IL	12,763	144	89	B2-U0-G2
SS	CW	11,383	96	118	B2-U0-G2
	CW-HSS	9099	96	95	B1-U0-G2
	CW-IL	10,509	96	109	B2-U0-G2
	NW	10,410	96	108	B2-U0-G2
	NW-HSS	7699	99	78	B1-U0-G2
	NW-IL	9328	98	95	B2-U0-G2

* Color Temperature: NW-4000K, CW-5000K



Project Name _____ Fixture Type _____

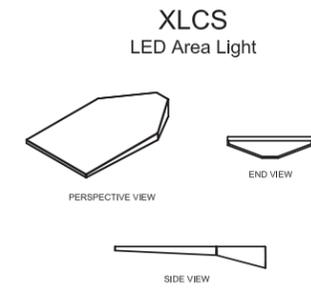
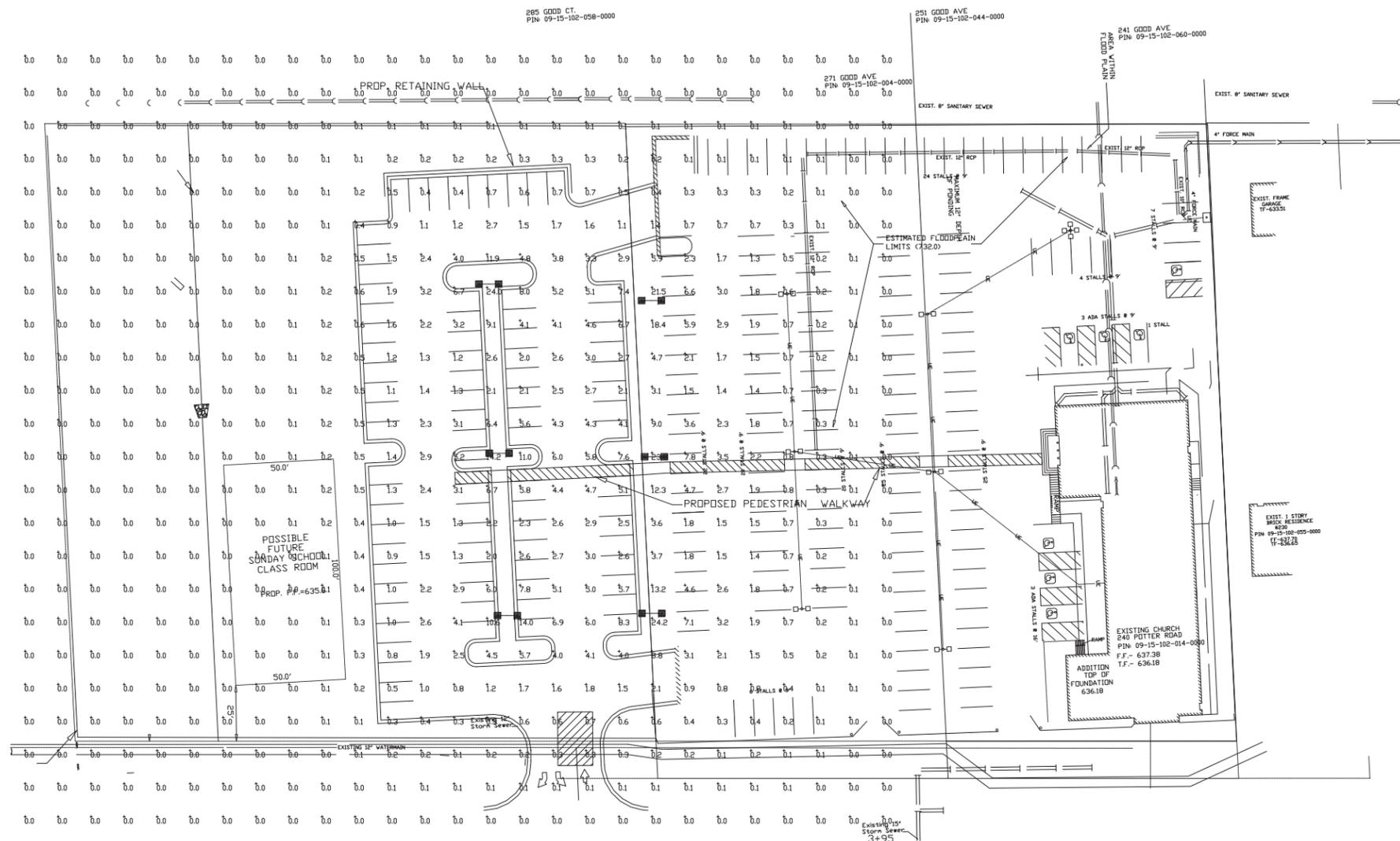
Catalog # _____

Exhibit F

07/28/16

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Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Description	LLF	Lumens/Lamp	Arr. Lum. Lumens	Arr. Watts
	6	A	D180	XLCS-FT-LED-HD-CW-D180-18\"/>				

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	
ALL CALC POINTS	Illuminance	Fc	1.18	24.2	0.0	N.A.	N.A.	
NEW PARKING AREA	Illuminance	Fc	3.50	24.0	0.3	11.67	80.00	

Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine the applicability of the layout to existing or future field conditions.

This lighting plan represents illumination levels calculated from laboratory data taken under controlled conditions in accordance with the Illuminating Engineering Society (IES) approved methods. Actual performance of any manufacturer's luminaires may vary due to changes in electrical voltage, tolerance in lamps/LED's and other variable field conditions. Calculations do not include obstructions such as buildings, curbs, landscaping, or any other architectural elements unless noted.

Total Project Watts
Total Watts = 1663.2

LIGHTING PROPOSAL LO-135483
CHICAGO MAR THOMA CHURCH
DES PLAINES, IL
BY: MWE DATE: 11-08-16 REV: SHEET 1 OF 1
SCALE: 1"=30'

EXHIBIT H

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois ("*City*");

WHEREAS, Mar Thoma Church ("*Petitioner*"), applied to the City of Des Plaines for the approval of a final plat of planned unit development ("*Final Plat of PUD*") of the property commonly known as 240-310 Potter Road, Des Plaines, Illinois ("*Subject Property*"); and

WHEREAS, the City is the current owner of the Subject Property; and

WHEREAS, O'Hare Real Estate LLC ("*Petitioner*"), intends to acquire a 6.509 acre portion of the Subject Property from the City which, along with certain easement areas, will constitute the "*Development Parcel*"; and

WHEREAS, the Petitioner desires construct an expansion to the exiting parking lot and a parsonage building on the Subject Property ("*Proposed Development*"); and

WHEREAS, Ordinance No. Z-2-17 adopted by the City Council of the City of Des Plaines on _____, 2017 ("*Ordinance*"), grants approval of the Final Plat of PUD, subject to certain conditions; and

WHEREAS, Petitioner desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Ordinance and desires to evidence its consent to recording the Ordinance against the Subject Property;

NOW, THEREFORE, Petitioner does hereby agree and covenant as follows:

1. Petitioner shall, and does hereby, unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-2-17, adopted by the City Council on _____, 2017.
2. Petitioner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner against damage or injury of any kind and at any time.
3. Petitioner acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any

denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

4. Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property for the Proposed Development, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

5. Petitioner shall, and does hereby agree to, pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST:

MAR THOMA CHURCH

By: _____

By: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2017.

Notary Public



FIRE DEPARTMENT

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

MEMORANDUM

Date: December 8, 2016
To: Michael Bartholomew, City Manager
From: Alan Wax, Fire Chief *AW*
Subject: Viewing of Video during the December 19, 2016 City Council Meeting – Committee of the Whole

Issue: The Fire Department frequently receives questions on why an engine company responds on an emergency medical call in addition to an ambulance.

Analysis: Last year, Public Safety Committee Chairman Sayad suggested that the City create a video answering the question. Earlier this year, working with the Fire Department and the Firefighters' Union, the City's Media Services Office produced a video which answers this question for one type of ambulance call. The video is titled, "Why Are So Many Personnel Necessary for Each Emergency Call?" Alderman Sayad has requested that this video be shown at a City Council meeting during the Public Safety Committee portion of the Committee of the Whole.

Recommendation: I recommend that the video be shown during the December 19, 2016 Committee of the Whole agenda, under the Public Safety Committee.


 COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: December 22, 2016

To: The Honorable Mayor Matthew Bogus
The Honorable Alderman of the City Council

From: Michael McMahon, Director of Community and Economic Development *mm*

Cc: Vickie Baumann, Secretary / Registration & License Division

Subject: Amending the City Code Regarding Licensing of Solicitors

Issue: At the July 18, 2016 City Council meeting, a resident expressed concerns regarding contractors soliciting homeowners for home repairs and the current requirements to obtain a solicitors license. The issue was referred to the Building Code Committee.

Analysis: City staff began working with Alderman Robinson to review the current code. It was determined by Director of Community and Economic Development Director, Mike McMahon that the current code in its entirety needed to be amended to update and clarify the regulations pertaining to solicitors. One main deficiency identified in the code was that the Police Department does not have any authority to issue citations for improper solicitation. The proposed changes will give the Police Department the authority to issue citations, suspend and revoke licenses. The following are the major proposed changes:

- Authorize the Police Department to issue citations for solicitors that did not obtain a license;
- Limit the duration of each license to a sixty (60) day period;
- Require a solicitor applicant to sign a statement that they understand it is unlawful to solicit at a property that displays a “No Solicitation” sign or to not immediately leave private property after the occupant has asked the solicitor to leave;
- Expand the exceptions to the solicitor ordinance;
- Update the fee schedule to reflect the 60-day license term; and
- Clarify the requirements pertaining to solicitation on public property.

Recommendation: I recommend that the City Council adopt Ordinance M - 58 -16 amending the City Code regarding the licensing of Solicitors.

Attachments:

Attachment 1: Ordinance M - 58 - 16

CITY OF DES PLAINES

ORDINANCE M - 58 - 16

AN ORDINANCE AMENDING THE CODE OF THE CITY OF DES PLAINES REGARDING THE LICENSING OF SOLICITORS.

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

WHEREAS, Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code of the City of Des Plaines (“*City Code*”) sets forth the City’s regulations regarding solicitors, and Chapter 18, titled “Schedule of Fees,” of Title 4, titled “Business Regulations,” of the City Code sets forth the solicitors license fee (collectively, the “*Solicitation Regulations*”); and

WHEREAS, the City desires to update and clarify the Solicitation Regulations; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the Solicitation Regulations;

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

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

SECTION 2: DEFINITIONS. Section 1, titled “Definitions,” of Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to read as follows:

“4-9-1: DEFINITIONS:

The following definitions shall apply in the interpretation and enforcement of this chapter:

APPLICANT: Any person that files an application for a solicitation license as provided for in this ordinance.

CHIEF OF POLICE: The City of Des Plaines Chief of Police or his designee;

PERSON: Any individual, organization, group, association, partnership, joint venture, corporation, trust, or any combination thereof.

PREMISES: Any occupied building or structure, or any separate dwelling unit contained within any occupied building or structure, of any type within the city;

SOLICITATION ACTIVITIES: Practices of solicitors as listed herein; defined further as seeking to sell, offer for sale, sell or deliver, barter, exchange, or obtain a gift, a contribution, a subscription, or any other goods or services, whether for a charitable, political, commercial, or noncommercial organization or purpose, except when the activity is conducted within a building zoned to permit the activity and under the ownership or control of the solicitor; Religious proselytizing or political canvassing are not Solicitation Activities and are not regulated by the provisions of this Chapter.

* * *

SECTION 3: LICENSE REQUIREMENTS. Section 2, titled “License Requirements,” of Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to read as follows:

“4-9-2: SOLICITATION ON PRIVATE PROPERTY LICENSE REQUIREMENTS:

A. License Required: It shall be unlawful for any solicitor to engage in solicitation activities on private property in the city without first obtaining a license from the city.

B. Application For License: The application for a solicitor's license shall contain all information relevant and necessary to determine whether a particular license may be issued, including, but not limited to:

* * *

6. A statement that the Applicant understands it is unlawful, pursuant to Section 4-9-5(C) and (D), to solicit at a property that displays a “No Solicitation” sign or to not immediately leave private property after the occupant has asked the solicitor to leave.

C. Fees: The Applicant for a license under this chapter shall pay ~~an annual~~ license fee as set forth in section 4-18-1 of this title. ~~There shall be no license fee charged during the month of January.~~ In addition to any other fees assessed in this chapter, a fee per person in the amount set forth in section 4-18-1 of this title shall be paid by the applicant to cover the cost of said background check.

D. Term, Renewal Of License:
1. Term: A solicitation license shall be valid for a period of **60 days** ~~one calendar year.~~

2. Renewals: Licenses may be renewed, provided an application for renewal and license fees are received by the city no later than the expiration date of the current license. Applications received after that date shall be processed as new applications. The director of community and economic development shall review each application for renewal to determine that the applicant is in full compliance with the provisions of this chapter. If the director of community and economic development finds that the application meets such requirements, the director shall issue a new license.”

SECTION 4: EXCEPTIONS. Section 3, titled “Exceptions,” of Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to read as follows:

“4-9-3: EXCEPTIONS:

A. Minors under the age of eighteen (18), **or any persons** who participate in **school sponsored** solicitation activities are exempt from the licensing and bonding requirements of this chapter except when they are acting as agents of adults covered by this chapter.

B. All governmental bodies, including agencies, departments, and political subdivisions of the State of Illinois or the United States of America that are soliciting for governmental purposes or the betterment of the community as a whole.

C. Members or representatives of a not-for-profit organization or recognized community organization with a current Des Plaines business registration certificate must comply with the requirements of this Section, but are exempt from the licensing fee requirements set forth in 4-9-2 (C).

All such exempted organization representatives shall respect and honor any “No Solicitor” notifications that are posted upon the properties within the City of Des Plaines.”

SECTION 5: LICENSES AND IDENTIFICATION BADGES. Section 4, titled “Licenses and Identification Badges,” of Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to read as follows:

“4-9-4: LICENSES AND IDENTIFICATION BADGES:

* * *

B. In addition to carrying the license, a photo identification card issued by the solicitor's company must be prominently displayed when soliciting. **The photo identification card must include a current photo of the individual solicitor, the**

name of the individual solicitor, and the name of the company or organization that the solicitor represents.

C. A license shall be used only by the person to whom it is issued and may not be transferred to any other person.”

SECTION 6: REGULATIONS. Section 5, titled “Regulations,” of Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to read as follows:

“4-9-5: REGULATIONS:

The following regulations apply to solicitors engaged in solicitation activities in the city:

A. Solicitors shall be allowed to conduct solicitation activities only between the hours of nine o'clock (9:00) A.M. and nine o'clock (9:00) P.M. Monday through Saturday. No soliciting is permitted on Sundays or legal holidays.

B. No solicitor shall engage in solicitation activities regulated under this chapter on public property without first procuring special authorization from corporate authority of the city or their designee.

C. No ~~person~~ **solicitor** shall **conduct solicitation activities** ~~engage in business as a solicitor~~ in defiance of any notice exhibited by a residence or business indicating that solicitors are not welcome or not invited. (Ord. M-19-13, 10-7-2013) **Such notice shall be displayed within a three foot radius of the front entry door of the premises and shall state legibly “No Solicitation” or any other such notice that would inform a reasonable person that solicitors are not welcome to solicit at the premises.**

D. Solicitors shall immediately leave a premises upon receiving a request to leave or cease conducting solicitation from anyone present at the premises.

E. It shall be unlawful for any solicitor to cheat, deceive or fraudulently misrepresent any product or the price thereof, whether through himself or through an employee, or to barter, sell or peddle any goods, merchandise or wares other than those specified in his license application.”

SECTION 7: SUSPENSION OR REVOCATION OF LICENSE. Section 7, titled “Suspension or Revocation of License,” of Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to read as follows:

“4-9-7: SUSPENSION OR REVOCATION OF LICENSE:

A. Any license issued may be suspended or revoked for any of the following reasons:

* * *

4. Conducting solicitation activities in such a manner as to create a public nuisance or constitute a danger to the public health, safety or welfare;

5. The Chief of Police may, at his discretion, automatically suspend a solicitation license upon the issuance of a citation for any violation of the city’s ordinances to any one representative of a licensed person, pending the adjudication of the citation.

* * *

SECTION 8: DENIALS AND APPEALS. Section 8, titled “Appeals,” of Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to read as follows:

“4-9-8: DENIALS AND APPEALS:

A. An application for a solicitation license may be denied if the applicant or any individual listed as a solicitor on the application was found to have violated any city ordinance, had a judgment filed against it in part or by another recognized agency, or had any license revoked, within 24 months of the application date.

B. Persons who are denied licenses or whose licenses have been suspended or revoked may appeal such decision in accordance with the procedures set forth in section 4-2-12 of this title.”

SECTION 9: PENALTY. Section 9, titled “Penalty,” of Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to read as follows:

“4-9-9: PENALTY:

Any person violating any of the provisions of this chapter shall, upon conviction thereof, be subject to a fine as provided in the general penalty in section 1-4-1 of this code for each offense.

Any person violating Sections 4-9-5(C) or (D) of this chapter may be charged with criminal trespass to real property, a class B misdemeanor. (720 ILCS 5/21-3)”

SECTION 10: SOLICITATION ON PUBLIC PROPERTY. Chapter 9, titled “Solicitors,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to add the new Subsection 9-10, which hereafter will read as follows:

“4-9-10: SOLICITATION ON PUBLIC PROPERTY

A. A person may conduct solicitation activities on public property or public streets only with advance written permission from the corporate authorities.

B. Requests for permission to conduct solicitation activities on public property or public streets shall be made in writing prior to the requested date(s) and shall contain the following:

- 1. The name, address, telephone number of the person applying for permission;**
- 2. The name, telephone number, email address of the representative of the organization on whose behalf the solicitation activities are being conducted;**
- 3. The names, telephone numbers, and State IDs of each individual solicitor who will be conducting the solicitation activities;**
- 4. The intersection or location where the solicitation activities will be conducted;**
- 5. Dates and times of the proposed solicitation activities;**
- 6. A description of the solicitation activity in which the person is engaged;**
- 7. An agreement to indemnify and hold the city, its officials, officers, employees and agents harmless from any claims arising from solicitation on public property or public streets in a form approved by the city attorney.**

C. Regulations:

- 1. Each solicitor must carry the written permission from the city with them at all times while conducting solicitation activities;**
- 2. Solicitation on a public street shall be allowed only at intersections where all traffic is required to come to a full stop;**
- 3. Any individual engaged in the act of solicitation on public property or public streets must wear a high visibility vest;**
- 4. In case of an emergency, a dangerous or potentially dangerous situation, or when the conduct of any solicitor has been deemed detrimental to the safety, welfare or best interest of the city or**

public, the Chief of Police shall have the authority to suspend or revoke the permission for such period of time as deemed necessary under the circumstances.

SECTION 11: FEE SCHEDULE. Section 1, titled “Fee Schedule,” of Chapter 18, titled “Schedule of Fees,” of Title 4, titled “Business Regulations,” of the City Code is hereby amended to read as follows:

“4-18-1: FEE SCHEDULE:

Section	Fee Description	Number	Term	Fee
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* * *

Chapter 9	Solicitors			
4-9-2(C)	Solicitor License fee		Annual <u>Per occurrence (60 days)</u>	\$50.00 <u>100.00</u>

SECTION 12: 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 13: 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 _____, 2017.

APPROVED this ____ day of _____, 2017.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2017.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

Inserted text is bold and double underlined; ~~deleted text is struck through.~~

DP-Ordinance Amending the City Code re_ Solicitation License Final

#48925061_v1



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: December 22, 2016

To: Michael G. Bartholomew, MCP, LEED AP, City Manager
Michael McMahon, Community and Economic Development Director

From: Johanna Bye, AICP, Senior Planner *JB*

CC: Lauren Pruss, AICP, Economic Development Coordinator

Subject: Preliminary Planned Unit Development (PUD) and Tentative Plat of Subdivision for 150 N. East River Road, 16-058-SUB-PUD (1st Ward)

Issue: The petitioner is requesting a Preliminary Planned Unit Development (PUD) for the Covington Lexington Woods residential development under Section 12-3-5 of the 1998 City of Des Plaines Zoning Ordinance, as amended, and a Tentative Plat of Subdivision, under Section 13-2-5 of Subdivision Regulations of the City of Des Plaines Municipal Code, to allow for the construction of a 236 unit, four-story apartment building with a 342-space parking deck and 138 spaces of surface parking, with a requested PUD exception from the R-3, Townhouse Residential Zoning District standards under Section 12-7-2.J of the 1998 City of Des Plaines Zoning Ordinance, as amended, for a 50% reduction of the required lot area per dwelling unit.

Analysis:

Preliminary Planned Unit Development Report

Owners: First American Properties, LLC, 1731 N. Marcey Street, Suite 200, Chicago, IL 60614

Petitioner: Covington Realty Partners, 135 N. Meramec Avenue, Suite 500, Clayton, MO 63105

Case Number: 16-058-SUB-PUD

Real Estate Index Numbers: 09-09-402-012-0000, 09-09-402-009-0000

Ward: #1, Alderman Patricia Haugeberg

Existing Zoning R-3, Townhouse Residential District

Existing Land Use	Formerly a single-family home on the north parcel and office building on the south parcel (both have been demolished). Asphalt from the office parking lot remains.
Surrounding Zoning	North: R-3, Townhouse Residential District South: R-3, Townhouse Residential District East: R-3, Townhouse Residential District West: Cook County Forest Preserve
Surrounding Land Use	North: Townhomes South: Vacant East: Single-family residential; Tristate off-ramp West: Cook County Forest Preserve
Street Classification	The Comprehensive Plan designates East River Road as a collector street
Comprehensive Plan	High Density Mixed-Use
Project Description	<p>The proposed multiple-family residential development would incorporate 7.459 acres of land and have approximately 525 feet of frontage on North East River Road. The property is currently located within the R-3 Townhouse Residential District, where multiple-family dwelling units are a permitted use.</p> <p>236 apartments are proposed for the site, all to be located in a single, 4-story building. The applicant is proposing a mix of studio (24 units), 1-bedroom (120 units), 2-bedroom (72 units), and 3-bedroom (20 units) apartments. The building will have an interior parking garage with 334 standard spaces and 8 handicap accessible spaces. 133 standard spaces and 5 handicap accessible spaces are proposed to surround the perimeter of the site at surface level, for a total of 480 parking spaces (2.03 per unit). Vehicular access to the site would be provided by a single curb-cut off of East River Road.</p>

Planned Unit Development Findings

As required, the proposed development is reviewed below in terms of the findings contained in Section 12-3-5 of the Zoning Ordinance:

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

Comment: The proposed plan is consistent with the stated purpose of Section 12-3-5.A of the Zoning Ordinance in that the multiple-family residential development would allow for a more efficient use of land resulting in more economic networks of utilities, streets and other facilities not possible under the strict application of the Zoning Ordinance.

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

Comment: The proposed Planned Unit Development meets all PUD requirements contained in Section 12-3-5.B of the Zoning Ordinance as it would be located in a zoning district that permits PUDs (R-3), meets the minimum size standard of two acres (combined lot is 7.459 acres), and the land is under unified control of

Covington Realty Partners as the contract purchaser.

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

Comment: The proposed development meets or exceeds the following applicable zoning regulations for the R-3 Townhouse Residential District:

- Minimum size for PUD; Two acres are required; the total site is 7.459 acres;
- Maximum building coverage (Not applicable in the R-3 Townhouse Residential District);
- Parking requirements; 472 spaces (2/unit) are required; 480 are proposed;
- Setbacks; A front yard setback of 25 feet, side yard setbacks of 10 feet, and a rear yard setback of 30 feet are required; a front yard setback of 111 feet, side yard setbacks of 55 and 59 feet, and a rear yard setback of 69 feet are proposed;
- Height; A maximum height of 45 feet is permitted; 44 feet 10 inches is proposed;
- Compatibility with surrounding properties; There is no negative impact expected from the proposed multiple-family residential use; the properties to the north and east have residential uses, while the property to the south is currently vacant. The forest preserve to the west will benefit from additional users.
- Traffic; Adequate provisions for safe ingress and egress and minimal traffic impact will be provided according to the traffic study; and
- General Design; The general design of the development is not expected to be detrimental to the public health, safety or general welfare. However, the development could be designed with more appropriate architecture and materials for the City of Des Plaines.

A Planned Unit Development exception is requested for:

- (1) Lot Area Per Dwelling Unit; A minimum of 2,800 square feet per dwelling unit is required; 1,376 square feet per dwelling unit is proposed (an approximately 50% reduction in required lot area per dwelling unit).

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

Comment: After reviewing the petitioner's preliminary building and site improvement plans, it appears that the proposed development is making adequate provision for the necessary infrastructure. Comments and conditions from the Public Works and Engineering Department further address this issue.

A 10-foot multi-use path is proposed for along East River Road. In accordance with staff's recommendation, the developer has also proposed to continue this path farther south to Golf Road (approximately 288 feet) so that it can connect to the existing path network. Staff would like to stress the importance of this connection and make it a condition of approval as this would connect the development to the Des Plaines River Trail and greater Forest Preserve system of Cook County. Additionally, the developer has been made aware of the requirement for a parks dedication or impact fee for the development, which will most likely take the form of a fee-in-lieu donation to the Des Plaines Parks District. The petitioner may receive credit for the extension of the multi-use path and the proposed 1,400 square foot tot lot and 5,500 square foot pool and deck area on site, as approved by the City Council.

The control of vehicular traffic is addressed by the petitioner’s professional traffic study, which was performed by Kenig, Lindgren, O’Hara, and Aboona, Inc. (KLOA, Inc.) of Rosemont, IL. The study concluded that the site is well-located with respect to the local and regional roadway system and that the proposed development will not significantly impact traffic on East River Road or Golf Road provided the following modifications/improvements:

- Provide a west leg at the intersection of East River Road and I-294 exit ramp to provide a signalized access drive for the proposed development. This eastbound approach will provide one inbound lane and two outbound lanes striped to accommodate a left-turn lane and a right-turn lane. The westbound approach will be modified to provide dual left-turn lanes and a combined through/right-turn lane.
- To accommodate the proposed west leg and subsequent protected-only left-turn movements, additional green time should be provided to the eastbound/westbound movements.

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

Comment: The architecture of the proposed apartment building has a more contemporary feel than the surrounding residences. More traditional architecture and materials (such as brick) are recommended. As proposed, the current elevations primarily utilize stucco system and fiber cement siding, with cedar shiplap and brick accents.

F. The extent to which the proposed plan is not desirable to physical development, tax base and economic well-being of the entire community:

Comment: The proposed multiple-family residential use of the site would likely have a greater positive impact on property values and tax base over the existing vacant use. Once the apartment building is built and occupied, there will be greater demands on city services, city streets, and other public facilities. It is assumed that the City’s current public services and public facilities will be able to handle the increased need for services at this location without being overburdened.

G. The extent to which the proposed plan is in conformity with the recommendations of the 2007 Comprehensive Plan:

Comment: The 2007 City of Des Plaines Comprehensive Plan recommends the area where the site is located as High Density Mixed-Use. As defined by the Plan, High-Density Mixed-Use is an area containing a mix of uses within the same building with retail or entertainment uses on the ground floor and office, commercial services and residential above. The recommended residential density would be 43 dwelling units per acre. The proposed development offers approximately 31 dwelling units per acre, falling short of this desired amount, and does not provide for any non-residential uses such as office or commercial. However, the parcel immediately south of the development site (on the northwest corner of East River Road and Golf Road) is vacant and a prime location for commercial development.

PUD Issues/Considerations:

1. Planning staff is concerned that the architecture of the development does not match what is typical of Des Plaines. Staff would prefer to see a more traditional design incorporating more brick.

Tentative Plat Report

Name of Subdivision: Covington Lexington Woods

Address: 150 N. East River Road

Request: Approval of a Tentative Plat of Subdivision

Total Acreage of Resubdivision: 7.459 acres

Lot Descriptions and Construction Plans: The petitioner's Preliminary Plat shows the existing two lots being combined into one lot. It shows easements for public utilities, water mains, sanitary sewers, ingress-egress, and the multi-use path. No changes to the proposed boundaries of either lot are proposed at this time.

Tentative Plat Comments:

1. If approved, the Final Plat must show the Name of the Owner(s) and notarized signatures;
2. The Final Plat must show the proper easement provisions and signature lines and have them signed by all the public service utilities;
3. On the Final Plat, the petitioner shall sign the owner certificate(s) and have them notarized;
4. The Final Plat must show Municipal Boundaries;
5. The Final Plat must show building lines and easements including dimensions;
6. The Final Plat must show a statement of land dedication for public use;
7. The Final Plat must show a complete legal description;
8. The Final Plat must include Certificates from the Finance Director, Director of Public Works and Engineering, and Director of Community and Economic Development;
9. The Final Plat must show all subdivision regulation variances.

Planning and Zoning Board Review: The Planning and Zoning Board met on November 22, 2016, to consider the Preliminary PUD and Tentative Plat of Subdivision. The petitioner presented the proposed site plan and building elevations. Two members of the public spoke with concerns regarding the additional traffic associated with the development. They stated that the intersection of Golf Road and N. East River Road is already congested and questioned how the proposed apartment building would add to this. The petitioner clarified that a full traffic study was completed that states that the proposed development will not worsen traffic at the intersection. There were two suggestions from the report that the petitioner will comply with, including a synching of the traffic lights to improve traffic congestion.

Overall, the PZB praised the petitioner in regards to the unique architectural design and massing of the apartment building. They praised the developer for hiding the parking garage on the interior of the building so that it is not visible to the public. There was concern over the durability of the construction materials selected for the building, given our yearly freeze-thaw cycles.

Recommendation: The Planning and Zoning Board, after having heard and fully considering the evidence, *recommended* (5-0) that the City Council *approve* the Preliminary Planned Unit Development (PUD) to allow for the construction of the proposed development. Additionally, the Planning and Zoning Board, after having heard and fully considering the evidence, *approved* (5-0) the Tentative Plat of Subdivision.

The Department of Community and Economic Development, the Public Works and Engineering Department, and the City of Des Plaines Fire Department recommend approval of the Preliminary Planned Unit Development and Tentative Plat of Subdivision, subject to the conditions as listed below:

Conditions:

1. The petitioner must prepare a Final Planned Unit Development Plat that meets all the requirements of Appendix A-4 (Minimum Submittal requirements for PUDs) of the City of Des Plaines Zoning Ordinance and a Final Plat of Subdivision that meets all the requirements of the Subdivision Regulations and the comments in this report and submit it to the Community and Economic Development Department.

2. Revise elevations to provide a style and architecture more compatible with the rest of Des Plaines, such as a more traditional design with more brick.
3. The 10 foot multi-use path shall extend south from the subject property to connect with the existing path at the northwest corner of North East River Road and Golf Road.
4. Comply with provisions for a parks dedication or impact fee, to be determined by the City Council.
5. The petitioner shall pay all applicable building permit and related fees.
6. Provide written proof of Final Engineering approval from the City of Des Plaines Public Works and Engineering Department.
7. Sprinkler contractor shall submit separate plans for review and approval of any changes, additions, or modifications to the existing system. Provide all necessary manufacturer's cut sheets.
8. Fire alarm contractor shall submit separate plans for review and approval of any changes, additions, or modifications to the existing system. Provide all necessary manufacturer's cut sheets and battery load calculations.
9. Address all building and engineering comments as per the staff review letter dated September 29, 2016.

Pursuant to Section 12-3-5.4 (Planned Unit Developments), the City Council has the authority to approve, approve with modifications, or disapprove the application.

It is requested that this item be placed on the December 19, 2016 Committee of the Whole meeting agenda.

JB/jb

Attachments:

Attachment 1: Preliminary Site Plan

Attachment 2: Floors Plans and Renderings

Attachment 3: Traffic Impact Study Executive Summary

Attachment 4: Truck Turning Exhibit

Attachment 5: Site Photometric Exhibit

Attachment 6: Location Map

Attachment 7: Site and Context Photos

Attachment 8: Draft Minutes of the November 22, 2016 Planning and Zoning Board Meeting

Attachment 9: Letter from Planning and Zoning Board to the Mayor

Exhibits:

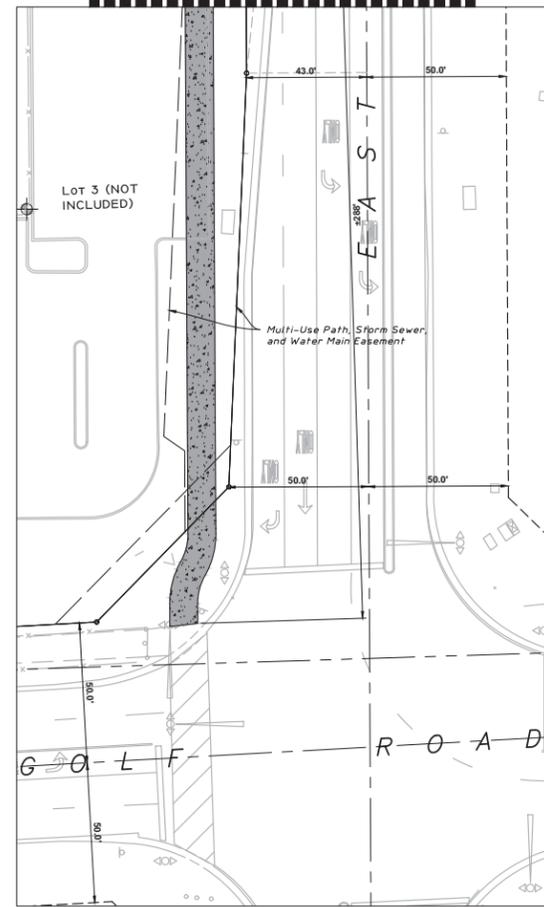
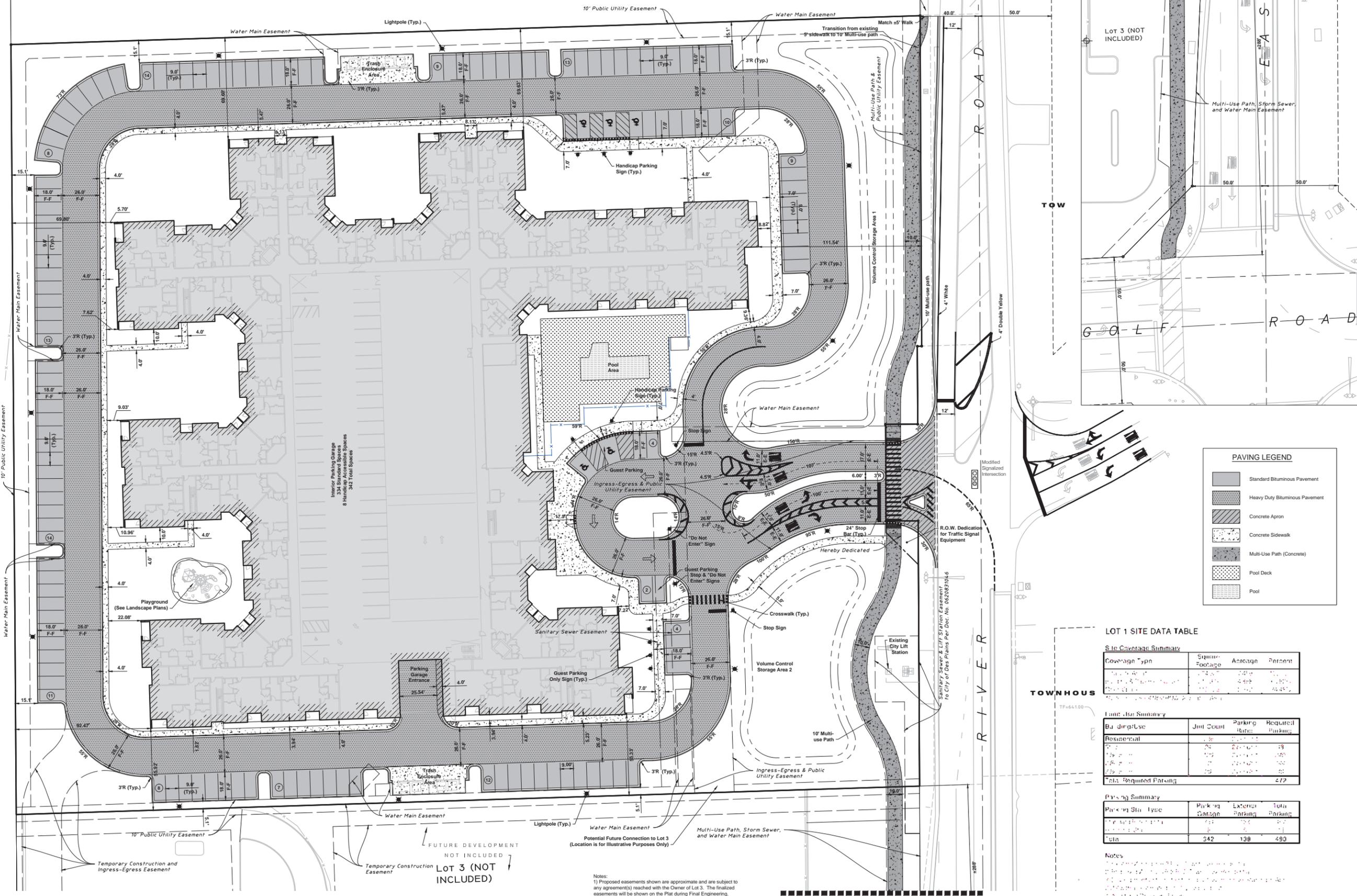
Ordinance Z –35– 16 approving a Preliminary Planned Unit Development and Tentative Subdivision at 150 N. East River Road.

Exhibit A: Preliminary Plat of Covington Lexington Woods prepared by Haeger Engineering and dated October 30, 2016

Exhibit B: Elevations prepared by Forum

Exhibit C: Landscape Plan prepared by DeLong Landscape Associates and dated October 27, 2016

R-3 PUD
TOWNHOUSE RESIDENTIAL



PAVING LEGEND

- Standard Bituminous Pavement
- Heavy Duty Bituminous Pavement
- Concrete Apron
- Concrete Sidewalk
- Multi-Use Path (Concrete)
- Pool Deck
- Pool

LOT 1 SITE DATA TABLE

Site Coverage Summary

Coverage Type	Significant Footage	Acres	Percent
Residential	1,234,567	28.5	75.0
Other	400,000	9.2	25.0
Total	1,634,567	37.7	100.0

Land Use Summary

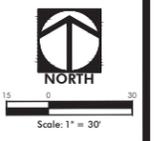
Building Use	Unit Count	Parking Ratio	Required Parking
Residential	120	1.5	180
Other	10	1.0	10
Total	130	1.3	190

Paving Summary

Parking Site Type	Parking Surface	External Parking	Total Parking
Residential	180	0	180
Other	10	0	10
Total	190	0	190

Notes

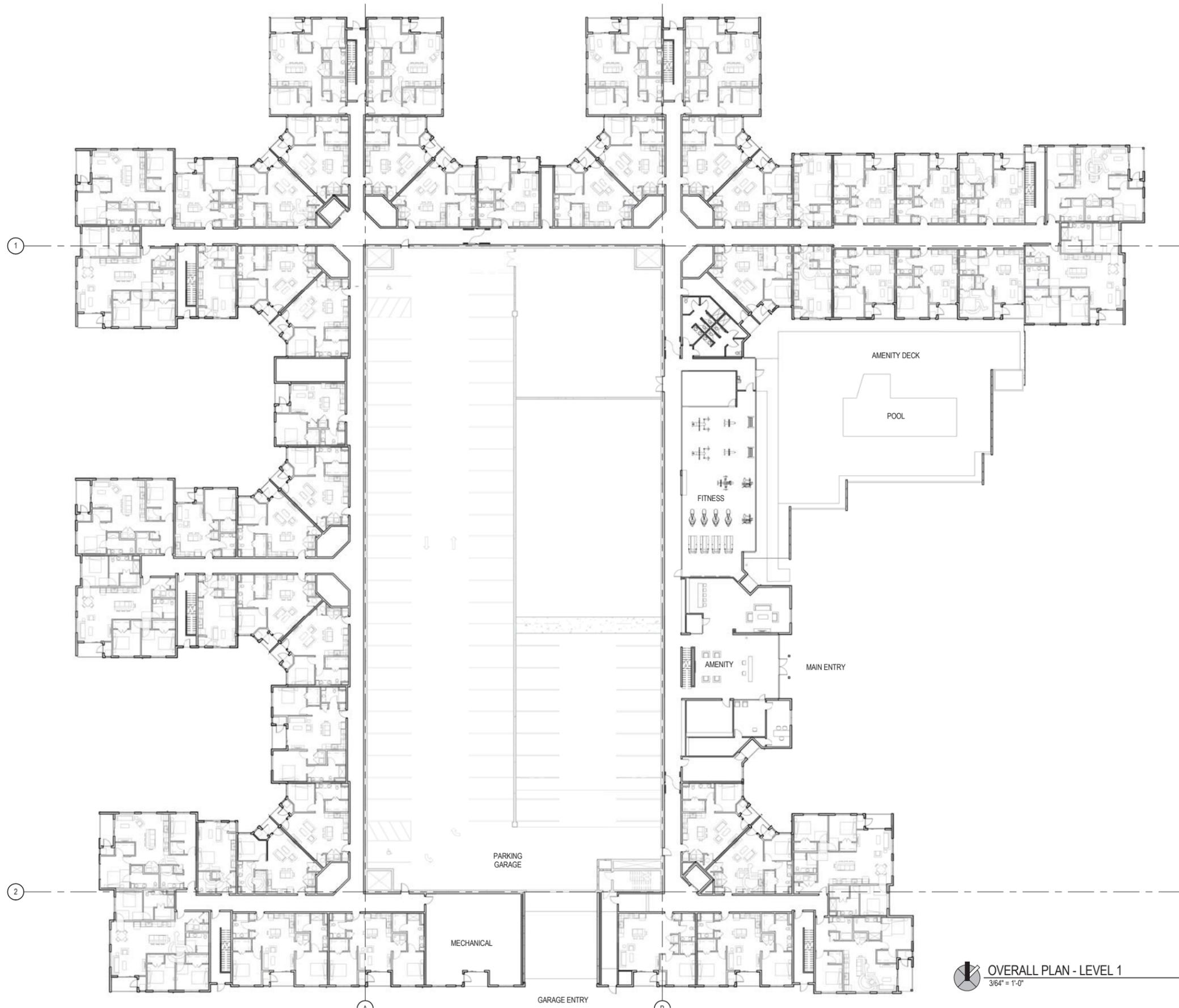
- Proposed easements shown are approximate and are subject to any agreement(s) reached with the Owner of Lot 3. The finalized easements will be shown on the Plat during Final Engineering.
- All radii dimensions are back of curb.
- All light poles shall be a minimum of 5' away from the back of curb.
- All light fixtures shall be LED.



HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173 • 630-394-6600 Fax: 630-394-6606
Illinois Professional Design Firm License No. 184-0003152
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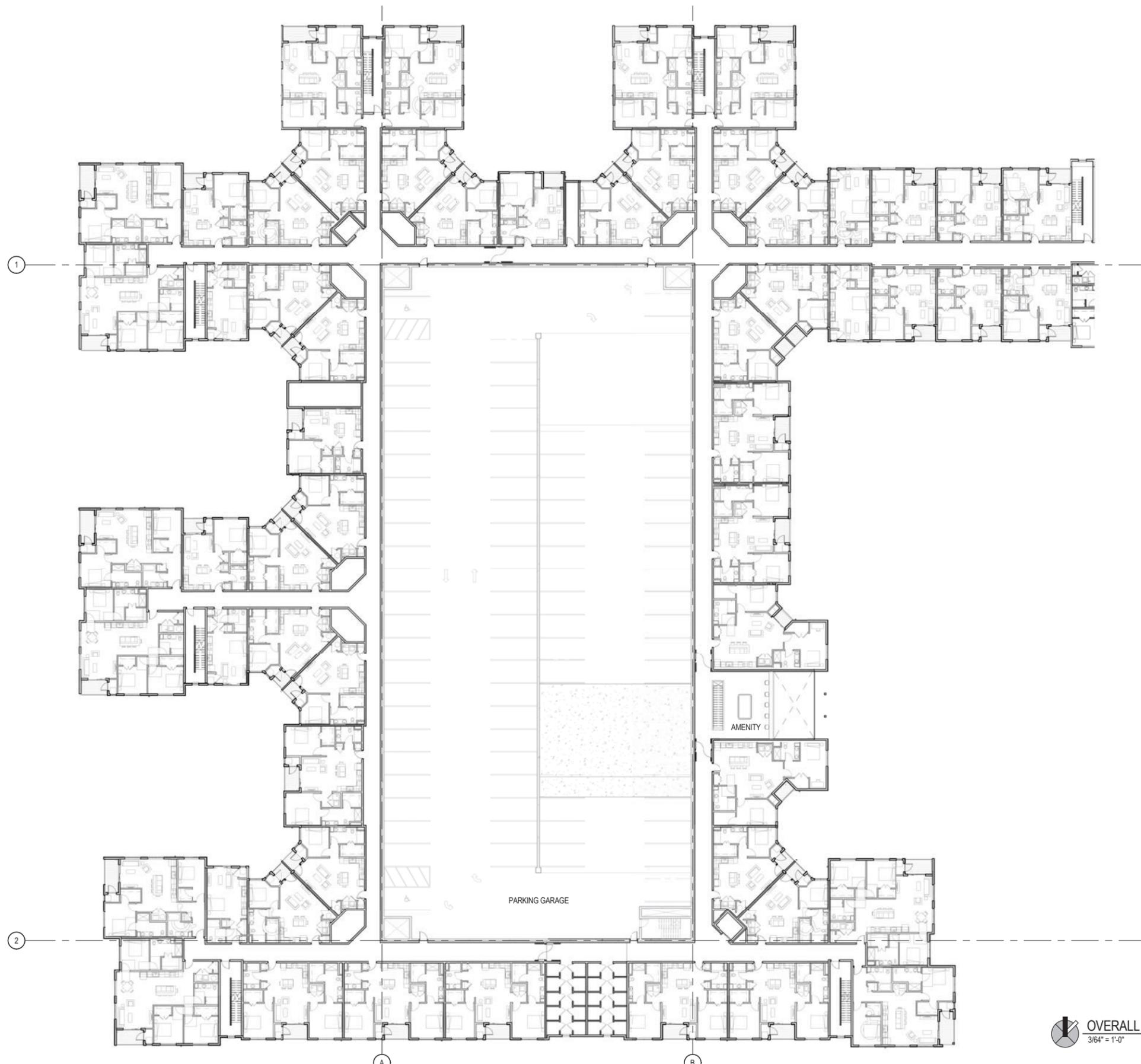
PRELIMINARY SITE PLAN
COVINGTON WOODS
DES PLAINES, ILLINOIS

Project Manager: J D T
Engineer: J D T
Date: 2016-08-10
Project No. 16-019
Sheet **SP1.0**



OVERALL PLAN - LEVEL 1
 3/64" = 1'-0"

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OVERALL PLAN - LEVEL 2
 3/64" = 1'-0"

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MEMORANDUM TO: Paul Langdon
Covington Realty Partners

FROM: Nicholas J. Butler
Consultant

Luay R. Aboona, PE
Principal

DATE: October 28, 2016

SUBJECT: Traffic Impact Study
Proposed Residential Development
Des Plaines, Illinois

This memorandum summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O’Hara, Aboona, Inc. (KLOA, Inc.) for a proposed residential development to be located on the west side of East River Road north of Golf Road in Des Plaines, Illinois. The vacant seven-acre site is bounded by residential homes to the north, a vacant property to the south, East River Road to the east, and the Lion Woods Preserve/Kloempken Prairie to the west.

As proposed, the residential development will contain approximately 236 apartment units and a 338-space parking garage with an additional 140 surface parking spaces around the exterior of the site. Access to the site will be provided via one full access drive on East River Road opposite the I-294 off-ramp with future cross-access connection to be provided to the southern parcel which will be developed by others at a later date.

Figure 1 shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site area.

The purpose of this study was to examine background traffic conditions, assess the impact that the proposed development will have on traffic conditions in the area, and determine if any roadway or access improvements are necessary to accommodate traffic generated by the development.



Site Location

Figure 1



Aerial View of Site Location

Figure 2

The sections of this report present the following:

- Existing roadway conditions
- Description of the proposed development
- Directional distribution of the development-generated traffic
- Vehicle trip generation for the proposed development
- Traffic analyses for the weekday morning and evening peak hours
- Future traffic conditions, including access to the site
- Recommendations with respect to adequacy of the site access roads and internal and adjacent roadway networks

Existing Conditions

Existing traffic conditions in the vicinity of the site were documented based on field visits conducted by KLOA, Inc. in order to obtain a database for projecting future conditions. The following provides a description of the geographical location of the site and physical characteristics of the area roadway system including lane usage, traffic control devices, and existing peak hour traffic volumes.

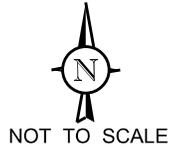
Site Location

The proposed residential site is bounded by residential homes to the north, a vacant lot to the south, East River Road to the east, and the Lion Woods Preserve/Kloempken Prairie to the west. A signalized off-ramp from I-294 (Tri-State Tollway) is provided on East River Road while northbound slip on-ramps are provided for both directions on Golf Road.

Existing Roadway System Characteristics

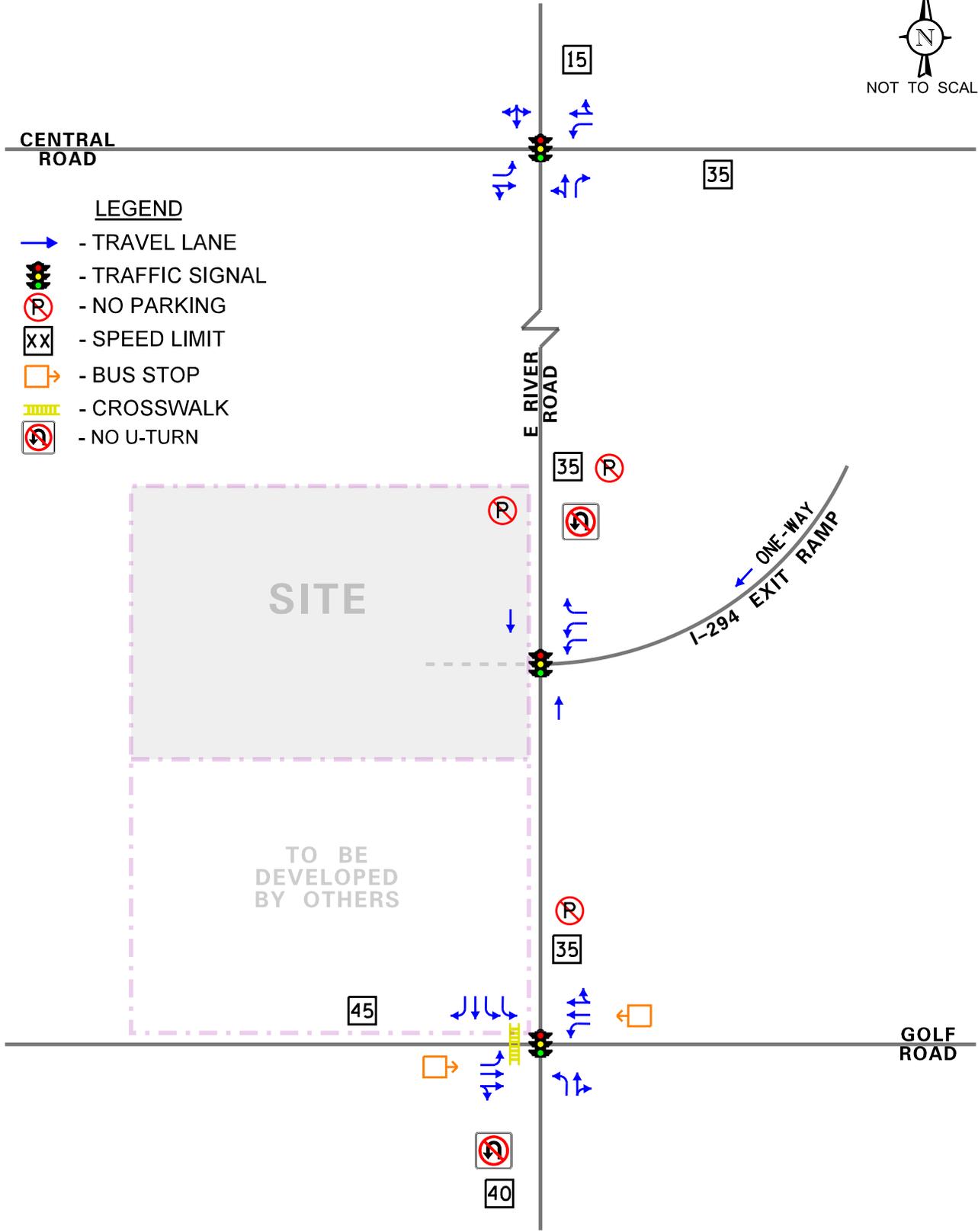
The characteristics of the existing roadways near the site are described below and illustrated in **Figure 3**.

Golf Road (Illinois Route 58) is an east-west four-lane undivided arterial roadway. It is under the jurisdiction of the Illinois Department of Transportation (IDOT), is designated as a Strategic Regional Arterial (SRA), and has a posted speed limit of 45 mph. At its signalized intersection with East River Road, Golf Road provides one exclusive left-turn lane, one exclusive through lane, and one combined through/right-turn lane in each direction. East of River Road, Golf Road has interchange ramps from the east and the west to allow for northbound travel on I-294. The traffic signal at East River Road is part of a signal interconnect that extends east to Washington Street. Golf Road has an Average Annual Daily Traffic (AADT) volume of approximately 29,900 vehicles per day according to 2015 data provided by IDOT.



CENTRAL ROAD

- LEGEND**
- TRAVEL LANE
 - TRAFFIC SIGNAL
 - NO PARKING
 - SPEED LIMIT
 - BUS STOP
 - CROSSWALK
 - NO U-TURN



PROJECT: Proposed Apartment Development Des Plaines, Illinois

TITLE: Existing Roadway Characteristics



Figure: 3

East River Road is a north-south two-lane undivided roadway that runs from Central Road south to Golf Road, where it becomes Bender Road and continues south to its terminus at Ballard Road. At its signalized intersection with Golf Road, East River Road/Bender Road provides one exclusive left-turn lane and one combined through/right-turn lane for northbound traffic and dual left-turn lanes, one exclusive through lane, and one exclusive right-turn lane for southbound traffic. Its intersection with the I-294 southbound off-ramp is signalized with the exit ramp providing dual left-turn lanes and an exclusive right-turn lane. At its intersection with Central Road, East River Road provides a combined left-turn/through lane and an exclusive right-turn lane for northbound traffic. The north leg of this intersection is the access road to Beck Lake. East River Road/Bender Road is under the jurisdiction of the Cook County Highway Department and has a speed limit of 35 mph north of Golf Road and 40 mph south of Golf Road. East River Road has an AADT volume of approximately 4,450 vehicles (IDOT, 2014).

Central Road is an east-west two-lane undivided roadway. At its signalized intersection with East River Road, Central Road provides one exclusive left-turn lane and one combined through/right-turn lane in both directions. Central Road is under the jurisdiction of IDOT, has a speed limit of 35 mph and has an AADT volume of approximately 15,400 vehicles (IDOT 2014).

Traffic Observations

Based on observations completed during the peak hours, it was noted that queuing and delay occurs on southbound East River Road between Golf Road and the I-294 exit ramp, primarily due to the high volume of traffic exiting from I-294. During the morning and evening peak periods, the dual left-turn lanes from the ramp were observed to be backed up for a significant period of time, including the majority of the evening peak hour, primarily due to back-ups at Golf Road. The resulting queues on the I-294 exit ramp were observed to extend near the exit ramp's toll booth (located approximately 1,250 feet upstream). In order to avoid the queues for the left-turn movement, a handful of vehicles chose to turn right before making a U-turn to head back in the southbound direction even though signs are posted prohibiting this maneuver.

It is important to note that these traffic signals were recently interconnected to coordinate the left-turn off-ramp movements and the southbound movements at the Golf Road intersection. The improvement has helped to improve the progression for these movements, although the off-ramp and southbound East River Road movements continue to experience queuing and delays.

Existing Traffic Volumes

In order to determine current traffic conditions in the vicinity of the site, KLOA, Inc. conducted manual peak period traffic counts at the following intersections:

- Golf Road with East River Road/Bender Road
- Central Road with East River Road
- East River Road with the Southbound I-294 Exit Ramp

The traffic counts were conducted on Wednesday, March 16, 2016 during the weekday morning (7:00 A.M. to 9:00 A.M.) and evening (4:00 P.M. to 6:00 P.M.) peak periods. The results of the traffic counts showed that the weekday morning peak hour of traffic occurs from 7:30 A.M. to 8:30 A.M. and the weekday evening peak hour of traffic occurs from 4:45 P.M. to 5:45 P.M. **Figure 4** illustrates the existing peak hour traffic volumes.

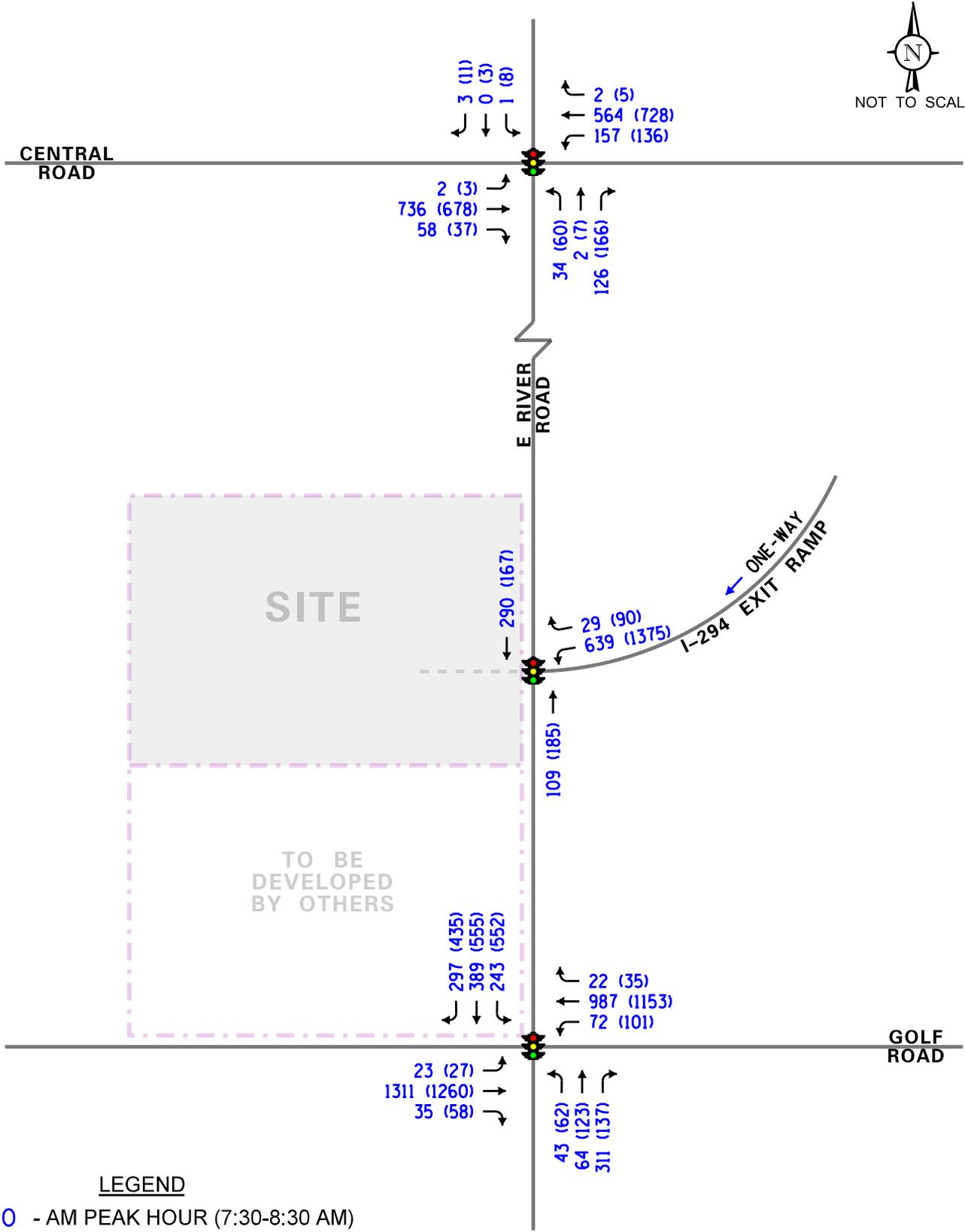
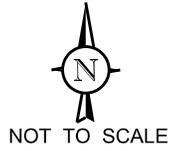
Traffic Characteristics of the Proposed Development

In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed development, including the directional distribution and volumes of traffic that it will generate.

Proposed Development Plan

As proposed, the plans for the seven-acre parcel call for an apartment development with 236 units and a 338-space parking garage with an additional 140 surface parking spaces around the exterior of the site.

Access will be provided via a single access drive on East River Road opposite the I-294 exit ramp forming the fourth (west) leg of this signalized intersection. This will require modification to the traffic signal and restriping of the right-turn lane on the westbound approach to provide a shared through/right-turn lane. The access drive will provide one inbound and two outbound lanes separated by a landscaped median. The outbound lanes will be striped for an exclusive left-turn lane and an exclusive right-turn lane, and one inbound lane separated by a landscaped median. In addition, a cross access connection will be provided to the southern parcel which will be developed at a later date.



LEGEND

- 00 - AM PEAK HOUR (7:30-8:30 AM)
- (00) - PM PEAK HOUR (4:45-5:45 PM)

PROJECT: Proposed Apartment Development Des Plaines, Illinois	TITLE: Existing Traffic Volumes	 Job No: 16-268 Figure: 4
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Directional Distribution of Site Traffic

The directional distribution of future site-generated trips on the roadway system is a function of several variables, including the operational characteristics of the roadway system and the ease with which drivers can travel over various sections of the roadway system without encountering congestion. The directions from which residents of the development will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts. **Figure 5** illustrates the directional distribution of traffic.

Estimated Site Traffic Generation

The volume of traffic generated by a development is based on the type of land use and the size of the development. The number of peak hour vehicle trips that will be generated by the proposed development were estimated based on trip generation rates published by the Institute of Transportation Engineers (ITE) in its ninth edition of the *Trip Generation Manual*. **Table 1** summarizes the site-generated traffic volumes for the proposed development during the weekday morning and evening peak hours and on a daily basis.

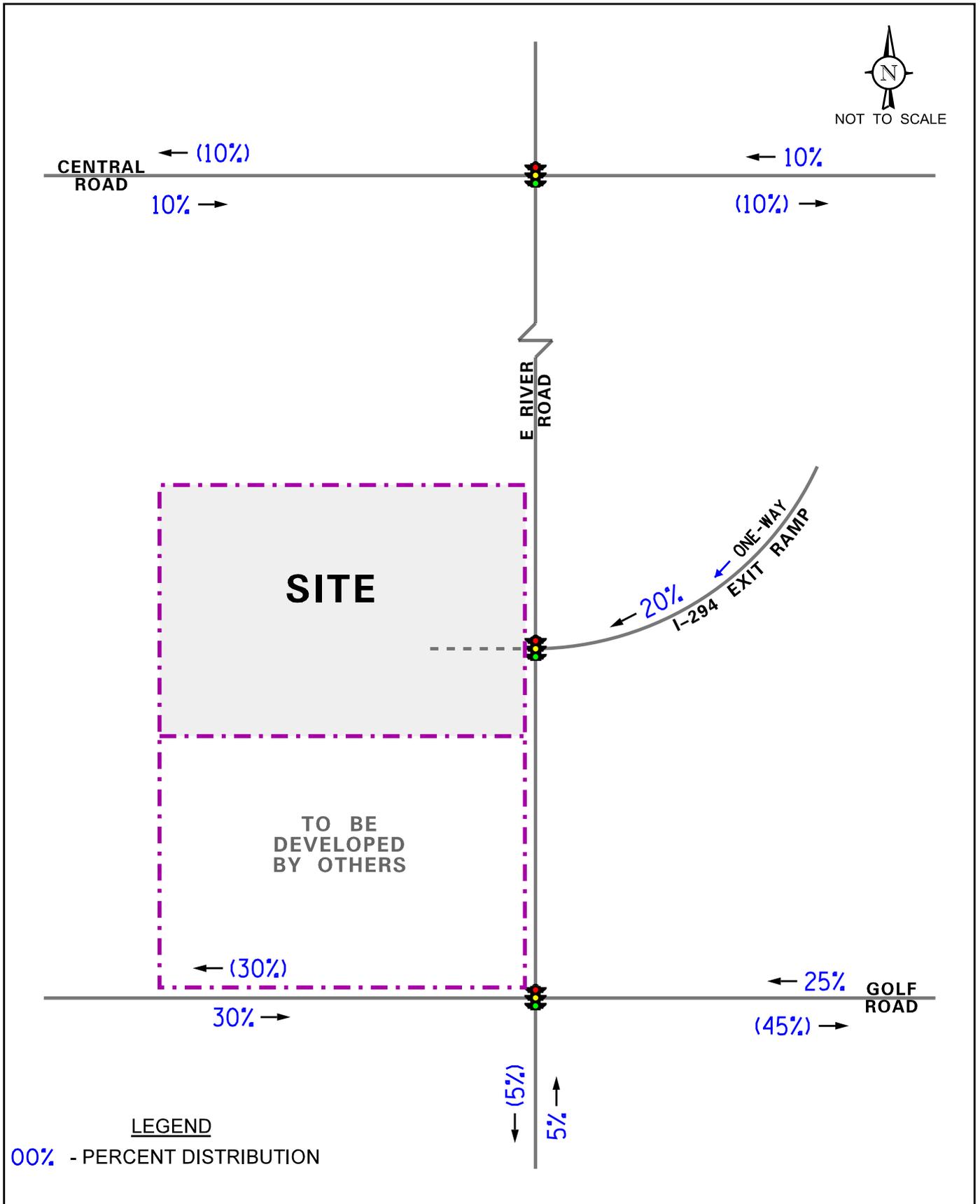
Table 1

SITE-GENERATED TRAFFIC VOLUMES

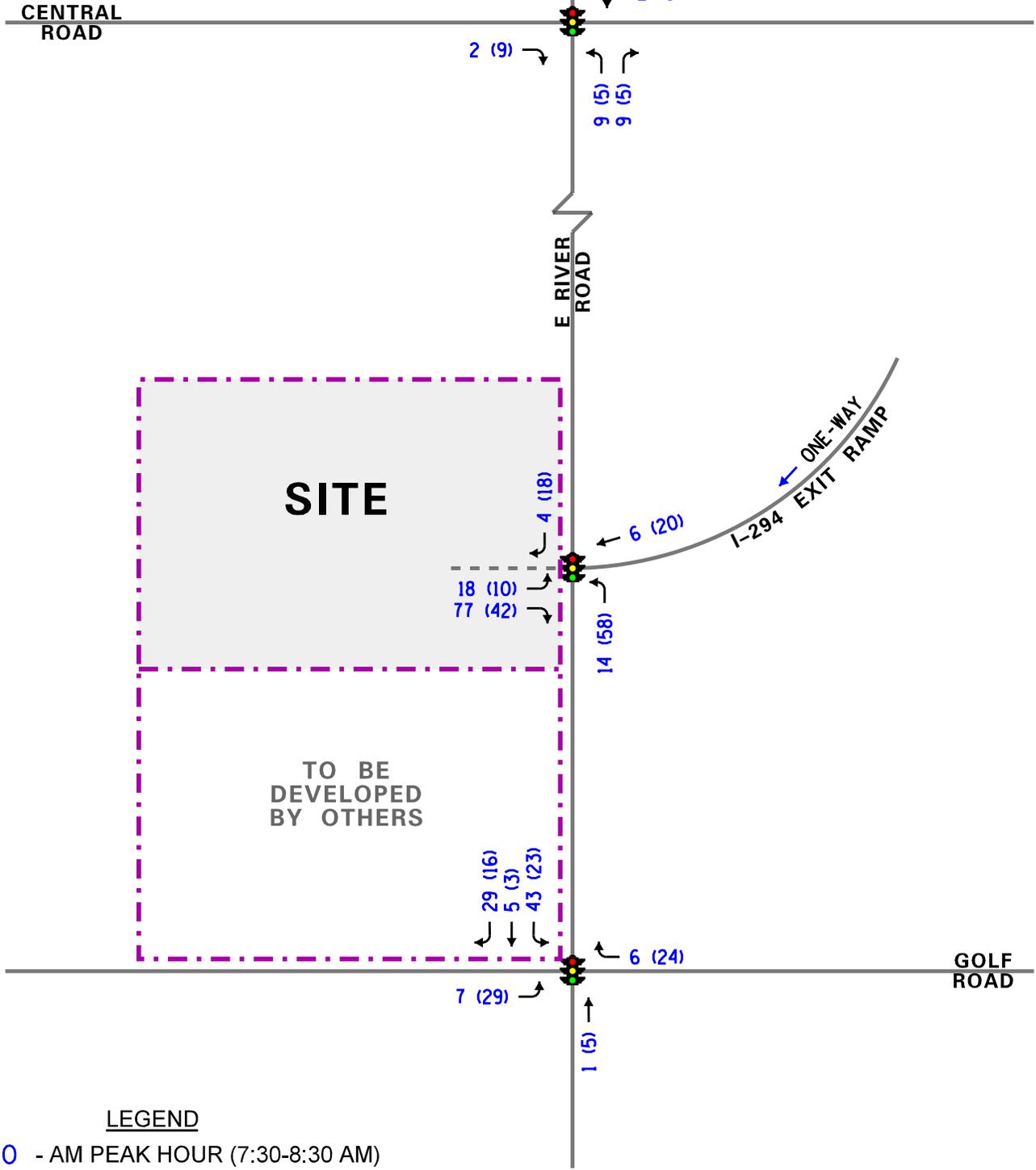
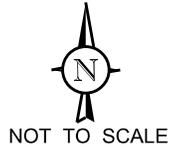
ITE Land-Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Two-Way Daily Trips		
		In	Out	Total	In	Out	Total	In	Out	Total
220	Apartments (236 units)	24	95	119	96	52	148	777	777	1,554

Projected Traffic Volumes

The estimated weekday morning and evening peak hour traffic volumes that will be generated by the proposed development were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5) and are illustrated in **Figure 6**. In addition to the traffic generated by the development, the study also included traffic that may be generated by other developments in the area. Based on the Chicago Metropolitan Agency for Planning (CMAP) population and employment projections, the existing traffic volumes were increased by 0.5 percent per year over six years to account for the potential increase in traffic affecting the study area to represent Year 2020 conditions. The existing traffic volumes were therefore increased by 3.0 percent and combined with the peak hour traffic volumes generated by the development to determine the projected traffic volumes, shown in **Figure 7**.



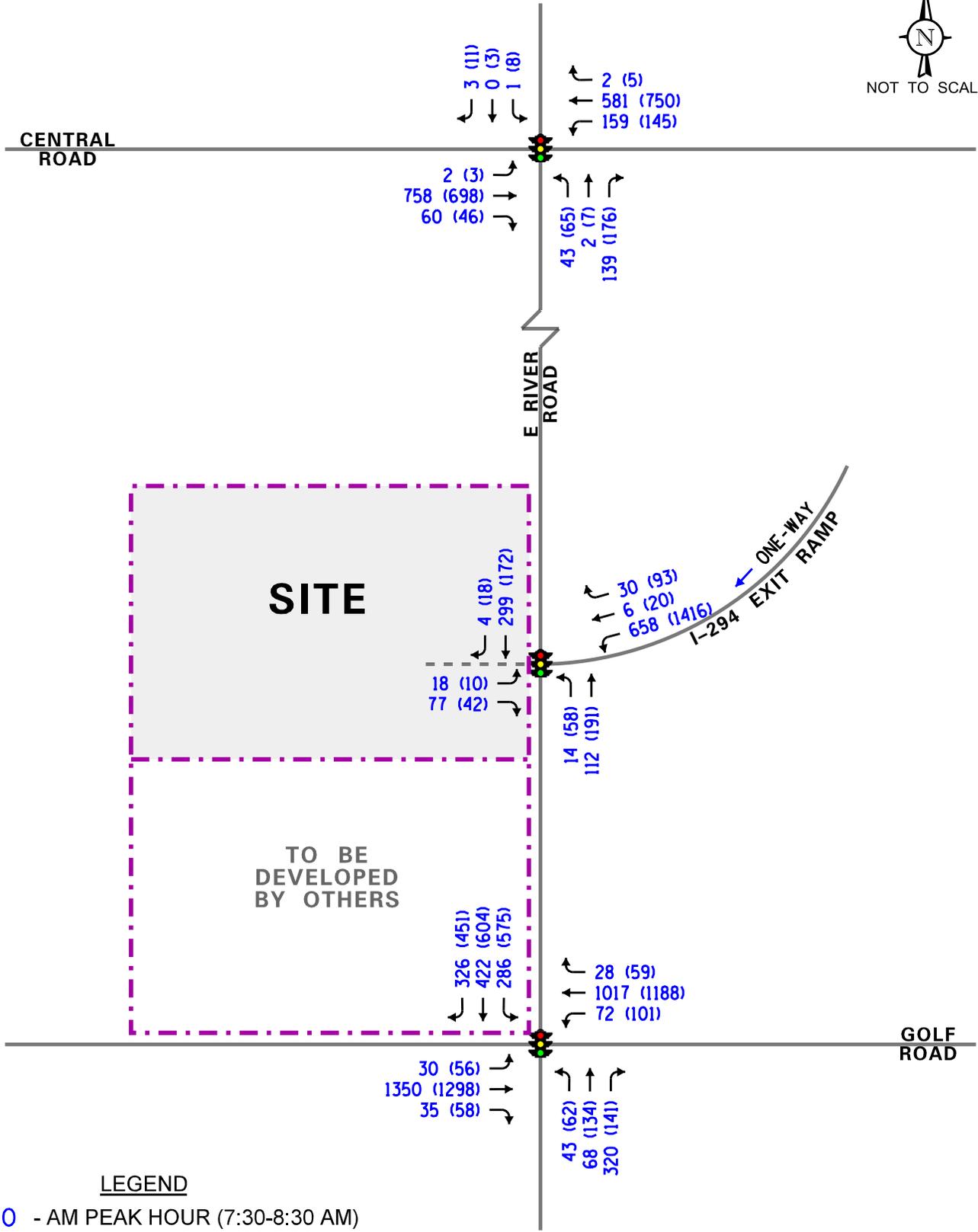
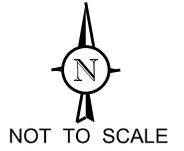
PROJECT: Proposed Apartment Development Des Plaines, Illinois	TITLE: Estimated Directional Distribution	 Job No: 16-268 Figure: 5
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LEGEND

- 00 - AM PEAK HOUR (7:30-8:30 AM)
- (00) - PM PEAK HOUR (4:45-5:45 PM)

PROJECT: Proposed Apartment Development Des Plaines, Illinois	TITLE: Estimated Site-Generated Traffic Volumes	 Job No: 16-268 Figure: 6
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PROJECT: Proposed Apartment Development Des Plaines, Illinois	TITLE: Total Projected Traffic Volumes	 Job No: 16-268 Figure: 7
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Traffic Analysis

Traffic analyses were performed for the intersections within the study area to determine the operation of the existing roadway system, evaluate the impact of the proposed development, and determine the ability of the existing roadway system to accommodate projected traffic demands. Analyses were performed for the weekday morning and evening peak hours for the existing traffic volumes and the projected traffic volumes.

The traffic analyses were performed using Synchro software (Version 8), which is based on the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 2010. The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter grade from A to F based on the average control delay experienced by vehicles passing through the intersection. Control delay is that portion of the total delay attributed to the traffic signal or stop sign control operation and includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. Level of Service A is the highest grade (best traffic flow and least delay), Level of Service E represents saturated or at-capacity conditions and Level of Service F is the lowest grade (oversaturated conditions, extensive delays).

The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections are shown in the Appendix. The results of the capacity analysis are summarized in **Table 2** for the existing traffic volumes and **Table 3** for the projected traffic volumes.

Table 2
CAPACITY ANALYSIS RESULTS—EXISTING TRAFFIC CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Golf Road with East River Road	D	38.8	D	48.6
East River Road with I-294 Exit Ramp	C	29.0	F	103.3
East River Road with Central Road	B	15.4	B	16.6

LOS - Level of Service
Delay - Measured in seconds.
All intersections are signalized.

Table 3
CAPACITY ANALYSIS RESULTS—FUTURE TRAFFIC CONDITIONS

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour	
	LOS	Delay	LOS	Delay
Golf Road with East River Road	D	46.6	D	54.9
East River Road with I-294 Exit Ramp/Proposed Access Drive	C	32.1	F	122.2
East River Road with Central Road	B	16.9	B	17.8

LOS - Level of Service
Delay - Measured in seconds.
All intersections are signalized.

Traffic Evaluation

The following section summarizes the results of the traffic analysis for each intersection within the study area.

Golf Road with East River Road

The intersection of Golf Road with East River Road currently operates at a Level of Service (LOS) D during the weekday morning and evening peak hours. Since the majority of traffic exiting from the I-294 exit ramp proceeds south on East River Road, extensive queuing occurs between the two signalized intersections during both the weekday morning and evening peak hours, especially for southbound left-turning movements onto Golf Road. With the addition of the background growth and site-generated traffic, this intersection will continue to operate at a LOS D during the weekday morning and evening peak hours with an increase in the overall delay of approximately eight seconds. This increase in delay is primarily due to the increase in background traffic at the intersection rather than the addition of the development traffic. As previously mentioned, this intersection and the intersection of East River Road with the I-294 exit ramp have recently been coordinated in order to improve the progression of the left-turn movement from the off-ramp and the southbound movement at Golf Road.

East River Road with I-294 Exit Ramp/Proposed Access Drive

This intersection currently operates at a LOS C and F during the weekday morning and evening peak hours, respectively. Based on field observations, the westbound backups and long queues were caused by the long southbound queues experienced at the intersection of Golf Road with East River Road, specifically during the evening peak periods. These long queues did not regularly clear the intersection within one traffic cycle, and often extended up to and beyond the exit ramp.

With the addition of the west leg, this intersection will continue to operate at LOS C and F during the weekday morning and evening peak hours, respectively. However, it is important to note that the addition of the west leg and the increase in traffic resulting from the proposed development will not have a direct impact on the critical westbound-to-southbound left-turn movements. The proposed signal will provide protected-only left-turn phases for the eastbound and westbound approaches and will provide additional green time for the off-ramp. It should be further noted that based on the results of the capacity analysis, the northbound left-turn movements into the development will not significantly impact the operation of the intersection as these movements are not opposed by a heavy volume of southbound traffic.

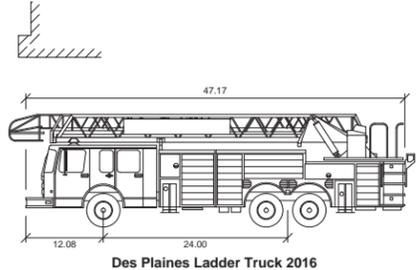
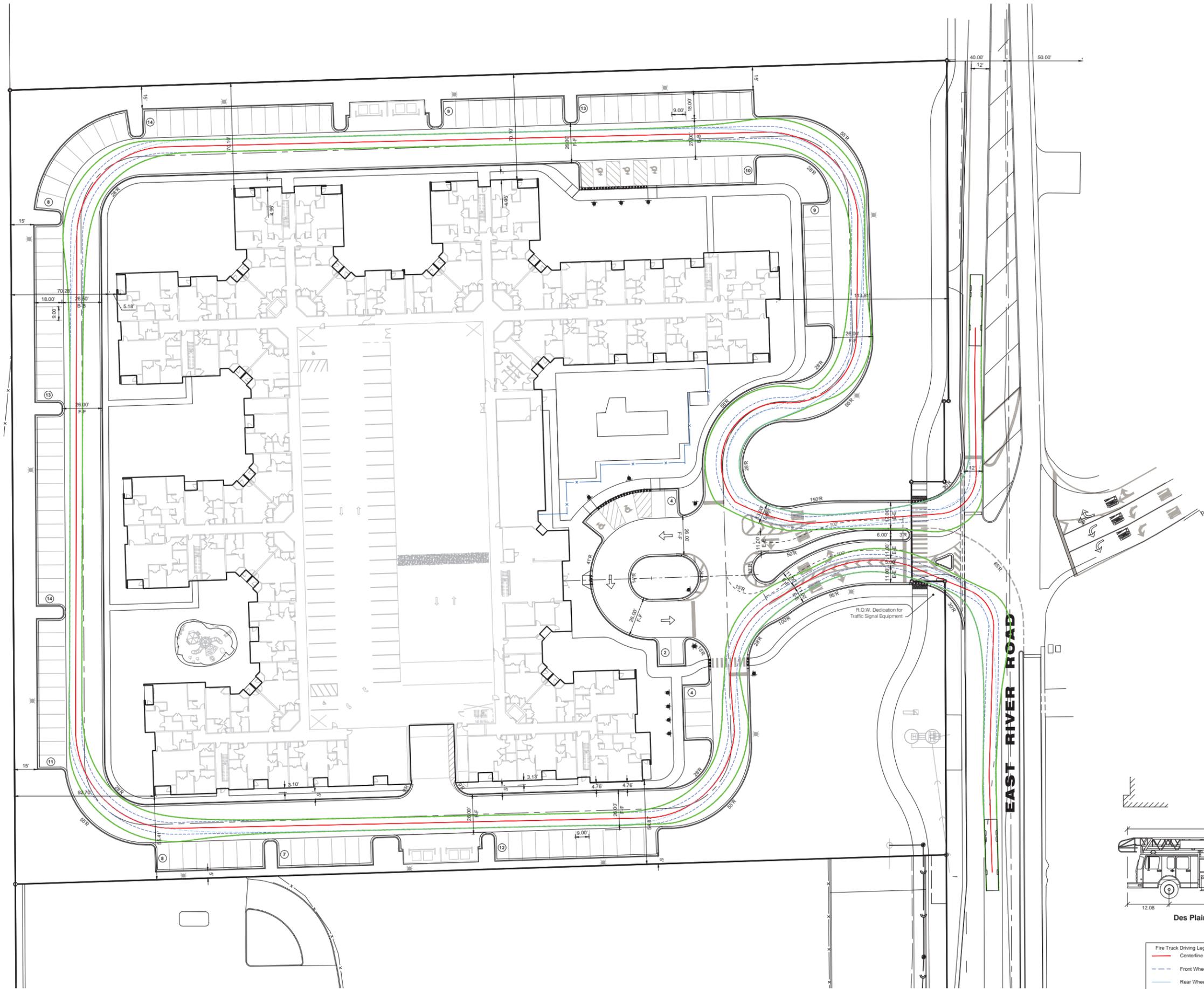
East River Road with Central Road

The intersection of East River Road with Central Road currently operates at a LOS B during the weekday morning and evening peak hours. Under future conditions, the intersection will continue to operate at the same LOS with minimal increases in the overall delay. This indicates that site traffic will not have a significant impact on the operation of this intersection and as such no improvements are needed at this intersection at this time in connection with the proposed development.

Conclusion and Recommendations

Based on the proposed development plans and the preceding traffic impact study, the following conclusions and recommendations are made:

- The site is well-located with respect to the local and regional roadway system.
- Currently, queuing and backups occur along East River Road and the I-294 exit ramp due to the large amount of southbound traffic exiting the interstate and desiring to turn left at the intersection of Golf Road with East River Road.
- Traffic generated by the proposed development will not significantly impact traffic on East River Road or Golf Road provided the following modifications/improvements:
 - Provide a west leg at the intersection of East River Road and I-294 exit ramp to provide a signalized access drive for the proposed development. This eastbound approach will provide one inbound lane and two outbound lanes striped to accommodate a left-turn lane and a right-turn lane. The westbound approach will be modified to provide dual left-turn lanes and a combined through/right-turn lane.
 - To accommodate the proposed west leg and subsequent protected-only left-turn movements, additional green time should be provided to the eastbound/westbound movements.
- Additional access to the development will be provided via a cross access connection to the southern parcel, which will be developed by others at a later date.



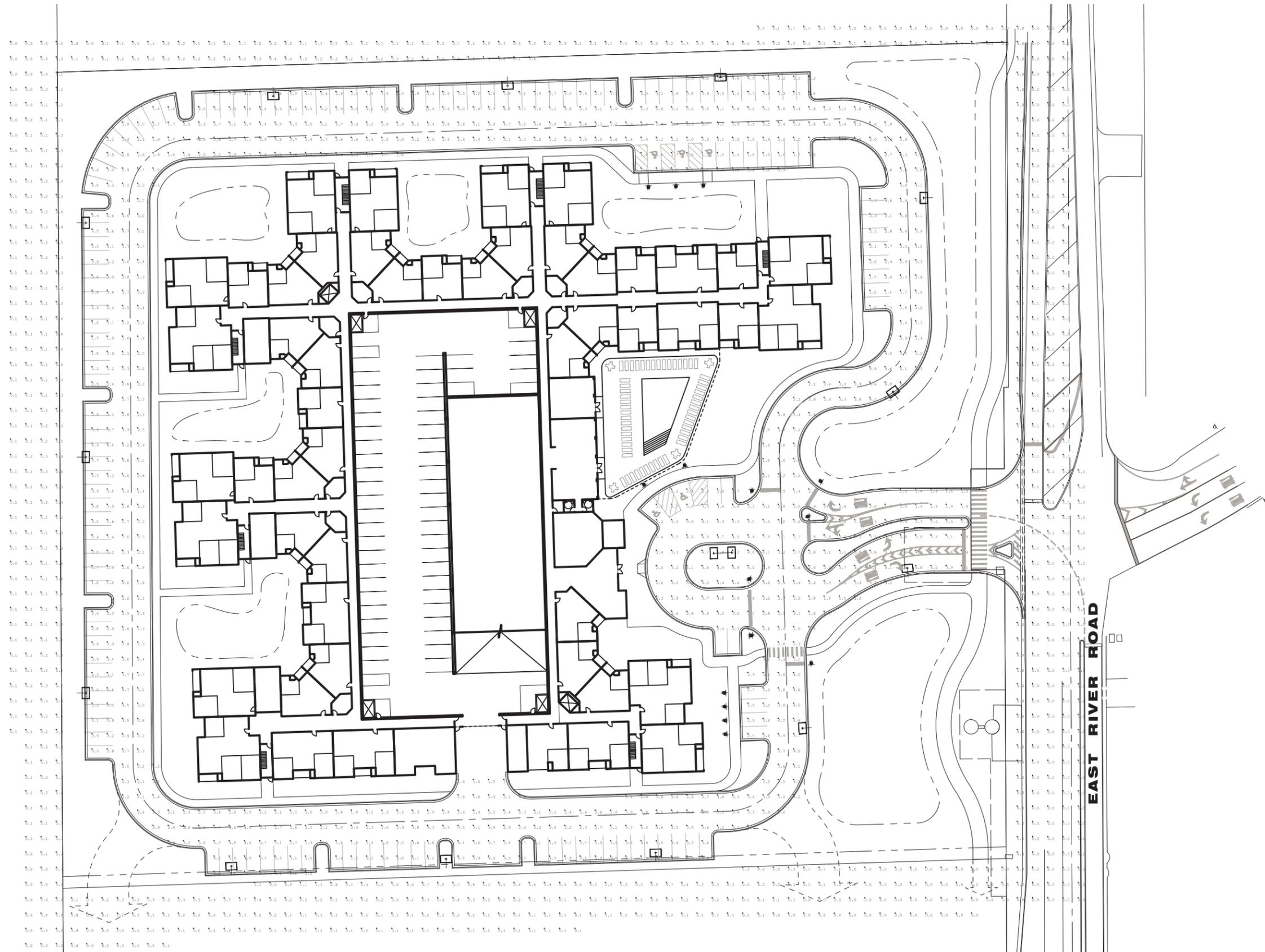
Fire Truck Driving Legend			feet
—	Centerline		
—	Front Wheel Path	Width	: 8.17
—	Rear Wheel Path	Track	: 8.17
—	Body Extents	Lock to Lock Time	: 3.0
		Steering Angle	: 45.0



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FIRE TRUCK MOVEMENT EXHIBIT
- SOUTH BOUND ENTRANCE
LEXINGTON
COVINGTON WOODS
 DES PLAINES, ILLINOIS

Project Manager: J D T
 Engineer: D J V
 Date: 10/27/2016
 Project No. 16-019
 Sheet 1 / 4



Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
□	5	G8	SINGLE	N.A.	0.912	GLEON-AE-06-LED-E1-SL4
□	8	G8	SINGLE	N.A.	0.912	GLEON-AE-06-LED-E1-SL3
□	1	G8	BACK-BACK	N.A.	0.912	GLEON-AE-06-LED-E1-SWQ

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
CalcPts 1	Illuminance	Fc	2.93	9.5	1.0	2.93
Spill Light	Illuminance	Fc	0.15	1.3	0.0	N.A.

DESIGN IS BASED ON CURRENT INFORMATION PROVIDED AT THE TIME OF REQUEST. ANY CHANGES IN MOUNTING HEIGHT, MOUNTING LOCATION, LAMP WATTAGE, LAMP TYPE, AND EXISTING FIELD CONDITIONS THAT EFFECT ANY OF THE PREVIOUSLY MENTIONED, WILL VOID CURRENT LAYOUT AND REQUIRE A CHANGE REQUEST AND RECALCULATION.

FIXTURES MOUNTED ON 25' POLE & 2.5' BASE
LIGHT LEVEL CALCULATED ON THE GROUND



Map created on December 22, 2016.

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Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



150 N. East River Road – Looking South from South Parcel



150 N. East River Road – Looking West at North Parcel



150 N. East River Road – Looking West from South Parcel



150 N. East River Road – Looking Northwest from South Parcel



DES PLAINES PLANNING AND ZONING BOARD MEETING

**November 22, 2016
MINUTES**

The Des Plaines Planning and Zoning Board Meeting held its regularly-scheduled meeting on Tuesday, November 22, 2016, at 7 p.m. in Room 102 of the Des Plaines Civic Center.

ZONING BOARD

PRESENT: Bader, Catalano, Saletnik, Hofherr, Schell

ABSENT: Green, Szabo

ALSO PRESENT: Johanna Bye, AICP, Senior Planner/Community & Economic Development
Lauren Pruss, AICP, Coordinator/Community & Economic Development
Gale Cerabona/Recording Secretary

Vice Chair Saletnik called the meeting to order at 7 p.m. and read this evening's cases. Roll call was conducted. Board Member Catalano arrived at 7:03 p.m.

APPROVAL OF MINUTES

A motion was made by Board Member Hofherr, seconded by Board Member Catalano, to approve the minutes of November 8, 2016, as presented.

AYES: Hofherr, Catalano, Bader, Schell, Saletnik

NAYES: None

*****MOTION CARRIED UNANIMOUSLY*****

PUBLIC COMMENT

There were no comments.

NEW BUSINESS

2. Address: 150 E. River Road

Case 16-058-SUB-PUD

The petitioner is requesting a Preliminary Planned Unit Development (PUD) for the Covington Lexington Woods residential PUD under Section 12-3-5 of the 1998 City of Des Plaines Zoning Ordinance, as amended, and a Preliminary Plat of Subdivision, under Section 13-2-5 of Subdivision Regulations of the City of Des Plaines Municipal Code, to allow for the construction of a 236 unit, four-story apartment building with a 340-space parking deck and 140 spaces of surface parking, with a requested PUD exception from the R-3, Townhouse Residential Zoning District standards under Section 12-7-2.J of the 1998 City of Des Plaines Zoning Ordinance, as amended, for a 50% reduction of the required lot area per dwelling unit.

PINs: 09-09-402-012-0000, 09-09-402-009-0000

LOT 1 (EXCEPT THE NORTH 2 ½ ACRES AND EXCEPT THE EAST 40 FEET THEREOF) IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE LANDS OF THE MINNA CARLE ESTATE IN SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1939 AS DOCUMENT NUMBER 12272132, IN COOK COUNTY, ILLINOIS.

AND

LOT 2 (EXCEPT THAT PART CONVEYED TO ILLINOIS TOLLWAY COMMISSION BY WARRANTY DEED DATED AUGUST 16, 1957 AND RECORDED OCTOBER 14, 1957 AS DOCUMENT NUMBER 17037291) IN SUPERIOR COURT COMMISSIONER'S PARTITION (MADE IN CASE 34S18200) OF LANDS OF MINNA CARLE ESTATE (EXCEPT THAT PART THEREOF TAKEN BY CONDEMNATION IN CASE NO. 95L50192), IN SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1939 AS DOCUMENT NUMBER 12272132, IN COOK COUNTY, ILLINOIS.

Petitioner: Covington Realty Partners, 135 N. Meramec Avenue, Suite 500, Clayton, MO 63105

Owner: First American Properties, LLC, 1731 N. Marcey Street, Suite 200, Chicago, IL 60614

Vice Chair Saletnik swore in Paul Langdon, AICP, Vice President of Development, Covington Realty Partners, 135 N. Meramec Avenue, Suite 500, Clayton, MO, Robert Neely, AIA, Associate Principal & Tom Young, Associate AIA, Forum, 35 E. Wacker, Suite 1300, Chicago, IL, & Josh Terpstra, PE, Haeger Engineering LLC, 100 E. State, Schaumburg, IL.

Mr. Langdon gave a PowerPoint presentation of the proposed apartment building development at the northwest corner of Golf & River Roads. He described his firm, Covington Realty Partners. The site map was illustrated. He noted 4 acres of vacant land (34% total open space) would remain.

Site plans were shown to include:

- Fitness center
- Offices
- Juice bar
- Potential rock-climbing wall; golf simulator
- 4-story parking garage
- Playground
- Swimming pool
- Recreational room with pool table

PUD:

- Purpose – a compact site; off-site trail improvement, quality of development, amenities
- Landscape plan – green courtyards, open space around perimeter, tree line to the north remains; will add trees
- Meets Comprehensive Plan density requirements; Police & Fire Departments have reviewed

- Improves neighborhood – brings something new

Mr. Young described architectural revisions (from original submittal):

- Garages are concealed
- Entry court is off of River Road
- Multi-family, 4-story apartment building (236 units)
- Materials are:
 - Brick base, fiber cement panels, cornice elements, cedar wood soffits, brown stucco; earth colors; wood in recessed balcony areas
- Elevations were shown

Mr. Langdon summarized:

- City prefers masonry, so stucco was added. Differences between this location and downtown Des Plaines were given. To succeed, the building needs to bring energy, desire, interest; a uniqueness
- Combination of shapes, designs, and colors
- Property tax increases
- Meets all requirements (Comprehensive Plan – quality of life, etc.)
- Amenities include granite counters, stainless steel, heated floors; gives the property inherent and lasting value
- Situated next to the Forest Preserve and trail system; landscaping was highlighted

Vice Chair Saletnik:

- Asked what Petitioner means by uniqueness. Mr. Langdon responded – contemporary pattern, incorporates green space/Forest Preserve, takes advantage of off-ramp/commuter opportunity
- Commended Petitioner for reducing the massing
- Asked Petitioner to explain the construction. Mr. Landon stated the living units are wood frame construction, layered stucco, and fiber cement panels. Parking garage is concrete.
- Asked where contextual photos in the PowerPoint presentation are from. Mr. Young replied –Des Plaines, California, & Seattle; materials were explained. Vice Chair Saletnik cited the materials shown are for warmer climates.
- Mr. Neeley concurred – contextual photos speak to the massing, durability of materials, design (to market to the resident/audience); contemporary aesthetic; adds texture; windows bring natural light.
- Believes this is a superb design, but that he is concerned about long-term durability in this winter climate

Board Member Catalano stated he believes the traffic flows fine.

Board Member Hofherr asked:

- Petitioner if First American Properties owns the property to the south of the site. Mr. Langdon advised – they are buying the subject site from the current owner, but that the southern parcel will remain under First American Properties ownership.
- Where construction equipment will be located and how emergency-vehicle equipment will access the site. Mr. Langdon stated they are working with owner on (emergency) access.

Board Member Schell asked how far along things are with the path to the south. Mr. Langdon stated they have approval and will connect sites.

Board Member Catalano asked:

- Staff about Condition #9 from the letter dated 9/30/16. Coordinator Pruss advised – the content is technical in nature

- If Petitioner is aware of this. Mr. Langdon advised – yes

Vice Chair Saletnik asked if the Board has further questions. He asked if anyone is in favor of this project – no one responded. He asked if anyone objects. Two people raised their hands, came forward, and were sworn in:

- Linda Rettberg 172 N. East River Road

Ms. Rettberg stated she is concerned about property values; hopes this is high-end rather than low-end. Vice Chair Saletnik responded – high-end. Mr. Langdon concurred. Vice Chair Saletnik inquired about rents. Mr. Langdon responded that studios will be around \$1,000/month and 3-bedroom apartments will be over \$3,000/month.

Ms. Rettberg asked if this is an unincorporated area. Mr. Langdon stated it is in the city limits.

- Janis Backing 172 N. East River Road (in Forest Glen; 21 units)

Ms. Backing asked if these will remain as apartments. Mr. Langdon advised – they are built and maintained as apartments. Vice Chair Saletnik asked how long they typically own these type of properties. Mr. Langdon stated – some a short time and some a long time; the longest has been 20 years. He noted the units are typically kept as apartments.

Vice Chair Saletnik asked what is advantageous about having a successful apartment building. Mr. Langdon reminded there is a change in economics; homeowner trends are declining. Renters are expecting home-like amenities; a house alternative.

Ms. Backing asked about the entry. She stated it is very congested from 4-6 p.m. An entrance off of Golf Road is preferred. Mr. Langdon stated – per the traffic study, it is outbound traffic; very little impact; will streamline with IDOT. Vice Chair Saletnik stated traffic/entry on Golf Road would be more of a hazard. Board Member Catalano referred to the traffic study and percentages per year. Coordinator Pruss confirmed the City Engineer has reviewed the same. Board Member Bader stated it is congested due to the freeway; Golf Road causes the problem daily; lights are not synchronized well.

Ms. Backing enlightened the Petitioner – when traffic is backed up to turn left, patrons turn right, and then turn around to get onto Golf Road (sometimes up to 100 cars). This development will have the same issue. Board Member Catalano concurred.

Board Member Hofherr suggested the lights be synchronized. Mr. Langdon stated they will address the timing issue; don't want to create an easy cut-through opportunity. An extra lane was suggested; Mr. Langdon illustrated the sewer limits that.

Vice Chair Saletnik asked if the Board has further questions. No one responded. He asked Staff to provide the Staff Report which Senior Planner Bye did:

Issue: The petitioner is requesting a Preliminary Planned Unit Development (PUD) for the Covington Lexington Woods residential PUD under Section 12-3-5 of the 1998 City of Des Plaines Zoning Ordinance, as amended, and a Tentative Plat of Subdivision, under Section 13-2-5 of Subdivision Regulations of the City of Des Plaines Municipal Code, to allow for the construction of a 236 unit, four-story apartment building with a 342-space parking deck and 138 spaces of surface parking, with a requested PUD exception from the R-3, Townhouse Residential Zoning District standards under Section 12-7-2.J of the 1998 City of Des Plaines Zoning Ordinance, as amended, for a 50% reduction of the required lot area per dwelling unit.

Analysis:

Preliminary Planned Unit Development Report

Owners:	First American Properties, LLC, 1731 N. Marcey Street, Suite 200, Chicago, IL 60614
Petitioner:	Covington Realty Partners, 135 N. Meramec Avenue, Suite 500, Clayton, MO 63105
Case Number:	16-058-SUB-PUD
Real Estate Index Numbers:	09-09-402-012-0000, 09-09-402-009-0000
Ward:	#1, Alderman Patricia Haugeberg
Existing Zoning	R-3, Townhouse Residential District
Existing Land Use	Formerly a single-family home on the north parcel and office building on the south parcel, which have both been torn down; asphalt from the office parking lot remains
Surrounding Zoning	North: R-3, Townhouse Residential District South: R-3, Townhouse Residential District East: R-3, Townhouse Residential District West: Cook County Forest Preserve
Surrounding Land Use	North: Townhomes South: Vacant East: Single-family residential; Tristate off-ramp West: Cook County Forest Preserve
Street Classification	Comprehensive Plan designates East River Road as a collector street
Comprehensive Plan	High Density Mixed-Use is the recommended use of the property
Project Description	The proposed multiple-family residential development would incorporate 7.459 acres of land and have approximately 525 feet of frontage on North East River Road. The property is currently located within the R-3 Townhouse Residential District, where multiple-family dwelling units are a permitted use.

236 apartments are proposed for the site, all to be located in a single, 4-story building. The applicant is proposing a mix of studio (24 units), 1-bedroom (120 units), 2-bedroom (72 units), and 3-bedroom (20 units) apartments. The building will have an interior parking garage with 334 standard spaces and 8 handicap accessible spaces. 133 standard spaces and 5 handicap accessible spaces are proposed to surround the perimeter of the site at surface level, for a total of 480 parking spaces (2.03 per

unit). Vehicular access to the site would be provided by a single curb-cut off of East River Road.

Planned Unit Development Findings

As required, the proposed development is reviewed below in terms of the findings contained in Section 12-3-5 of the Zoning Ordinance:

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

Comment: The proposed plan is consistent with the stated purpose of Section 12-3-5.A of the Zoning Ordinance in that the multiple-family residential development would allow for a more efficient use of land resulting in more economic networks of utilities, streets and other facilities not possible under the strict application of the Zoning Ordinance.

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

Comment: The proposed Planned Unit Development meets all PUD requirements contained in Section 12-3-5.B of the Zoning Ordinance as it would be located in a zoning district that permits PUDs (R-3), meets the minimum size standard of two acres (combined lot is 7.459 acres), and the land is under unified control of Covington Realty Partners as the contract purchaser.

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

Comment: The proposed development meets or exceeds the following applicable zoning regulations for the R-3 Townhouse Residential District:

- Minimum size for PUD; Two acres are required; the total site is 7.459 acres;
- Maximum building coverage (Not applicable in the R-3 Townhouse Residential District);
- Parking requirements; 472 spaces (2/unit) are required; 480 are proposed;
- Setbacks; A front yard setback of 25 feet, side yard setbacks of 10 feet, and a rear yard setback of 30 feet are required; a front yard setback of 111 feet, side yard setbacks of 55 and 59 feet, and a rear yard setback of 69 feet are proposed;
- Height; A maximum height of 45 feet is permitted; 44 feet 10 inches is proposed;
- Compatibility with surrounding properties; There is no negative impact expected from the proposed multiple-family residential use; the properties to the north and east have residential uses, while the property to the south is currently vacant. The forest preserve to the west will benefit from additional users.
- Traffic; Adequate provisions for safe ingress and egress and minimal traffic impact will be provided according to the traffic study; and
- General Design; The general design of the development is not expected to be detrimental to the public health, safety or general welfare. However, the development could be designed with more appropriate architecture and materials for the City of Des Plaines.

A Planned Unit Development exception is requested for:

- (1) Lot Area Per Dwelling Unit; A minimum of 2,800 square feet per dwelling unit is required; 1,376 square feet per dwelling unit is proposed (an approximately 50% reduction in required lot area per dwelling unit).

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

Comment: After reviewing the petitioner's preliminary building and site improvement plans, it appears that the proposed development is making adequate provision for the necessary infrastructure. Comments and conditions from the Public Works and Engineering Department further address this issue.

A 10-foot multi-use path is proposed along East River Road. In accordance with staff's recommendation, the developer has also proposed to continue this path farther south to Golf Road so that it can connect to the existing path network. Staff would like to stress the importance of this connection and make it a condition of approval as this would connect the development to the Des Plaines River Trail and greater Forest Preserve system of Cook County. Additionally, the developer has been made aware of the requirement for a parks dedication or impact fee for the development, which will most likely take the form of a fee-in-lieu donation to the Des Plaines Parks District. The petitioner may receive credit for the extension of the multi-use path and the proposed 1,400 square foot tot lot on site, as approved by the City Council.

The control of vehicular traffic is addressed by the petitioner's professional traffic study, which was performed by Kenig, Lindgren, O'Hara, and Aboona, Inc. (KLOA, Inc.) of Rosemont, IL. The study concluded that the site is well-located with respect to the local and regional roadway system and that the proposed development will not significantly impact traffic on East River Road or Golf Road provided the following modifications/improvements:

- Provide a west leg at the intersection of East River Road and I-294 exit ramp to provide a signalized access drive for the proposed development. This eastbound approach will provide one inbound lane and two outbound lanes striped to accommodate a left-turn lane and a right-turn lane. The westbound approach will be modified to provide dual left-turn lanes and a combined through/right-turn lane.
- To accommodate the proposed west leg and subsequent protected-only left-turn movements, additional green time should be provided to the eastbound/westbound movements.

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

Comment: The architecture of the proposed apartment building has a more contemporary feel than the surrounding residences. More traditional architecture and materials (such as brick) are recommended. As proposed, the current elevations primarily utilize stucco system and fiber cement siding, with cedar shiplap and brick accents.

F. The extent to which the proposed plan is not desirable to physical development, tax base and economic well-being of the entire community:

Comment: The proposed multiple-family residential use of the site would likely have a greater positive impact on property values and tax base over the existing vacant use. Once the apartment building is built and

occupied, there will be greater demands on city services, city streets, and other public facilities. It is assumed that the City's current public services and public facilities will be able to handle the increased need for services at this location without being overburdened.

G. The extent to which the proposed plan is in conformity with the recommendations of the 2007 Comprehensive Plan:

Comment: The 2007 City of Des Plaines Comprehensive Plan recommends the area where the site is located as High Density Mixed-Use. As defined by the Plan, High-Density Mixed-Use is an area containing a mix of uses within the same building with retail or entertainment uses on the ground floor and office, commercial services and residential above. The recommended residential density would be 43 dwelling units per acre. The proposed development offers approximately 31 dwelling units per acre, falling short of this desired amount, and does not provide for any non-residential uses such as office or commercial. However, the parcel immediately south of the development site (on the northwest corner of East River Road and Golf Road) is vacant and a prime location for commercial development.

PUD Issues/Considerations:

1. Planning staff is concerned that the architecture of the development does not match what is typical of Des Plaines. Staff would prefer to see a more traditional design incorporating more brick.

Tentative Plat Report

Name of Subdivision:	Covington Lexington Woods
Address:	150 N. East River Road
Request:	Approval of a Tentative Plat of Subdivision
Total Acreage of Resubdivision:	7.459 acres

General Information

Lot Descriptions and Construction Plans: The petitioner's Preliminary Plat shows the existing two lots being combined into one lot. It shows easements for public utilities, water mains, sanitary sewers, ingress-egress, and the multi-use path. No changes to the proposed boundaries of either lot are proposed at this time.

Tentative Plat Comments

1. If approved, the Final Plat must show the Name of the Owner(s) and notarized signatures;
2. The Final Plat must show the proper easement provisions and signature lines and have them signed by all the public service utilities;
3. On the Final Plat, the petitioner shall sign the owner certificate(s) and have them notarized;
4. The Final Plat must show Municipal Boundaries;
5. The Final Plat must show building lines and easements including dimensions;
6. The Final Plat must show a statement of land dedication for public use;
7. The Final Plat must show a complete legal description;
8. The Final Plat must include Certificates from the Finance Director, Director of Public Works and Engineering, and Director of Community and Economic Development;

9. The Final Plat must show all subdivision regulation variances.

Planning and Zoning Board Procedure

The Planning and Zoning Board may vote to grant or deny approval of the Tentative Plat. If approved, the petitioner's next step is to submit final engineering plans to the Public Works and Engineering Department and return to the Planning and Zoning Board with an updated plat for Final Plat consideration.

Staff Recommendations: The Department of Community and Economic Development, The Public Works and Engineering Department, and The City of Des Plaines Fire Department recommend approval of the Preliminary Planned Unit Development and Tentative Plat of Subdivision, subject to the conditions as listed below.

Conditions:

1. The petitioner must prepare a Final Planned Unit Development Plat that meets all the requirements of Appendix A-4 (Minimum Submittal requirements for PUDs) of the City of Des Plaines Zoning Ordinance and a Final Plat of Subdivision that meets all the requirements of the Subdivision Regulations and the comments in this report and submit it to the Community and Economic Development Department.
2. Revise elevations to provide a style and architecture more compatible with the rest of Des Plaines, such as a more traditional design with more brick.
3. The 10 foot multi-use path shall extend south from the subject property to connect with the existing path at the northwest corner of North East River Road and Golf Road.
4. Comply with provisions for a parks dedication or impact fee, to be determined by the City Council.
5. The petitioner shall pay all applicable building permit and related fees.
6. Provide written proof of Final Engineering approval from the City of Des Plaines Public Works and Engineering Department.
7. Sprinkler contractor shall submit separate plans for review and approval of any changes, additions, or modifications to the existing system. Provide all necessary manufacturer's cut sheets.
8. Fire alarm contractor shall submit separate plans for review and approval of any changes, additions, or modifications to the existing system. Provide all necessary manufacturer's cut sheets and battery load calculations.
9. Address all building and engineering comments as per the staff review letter dated September 29, 2016.

Planning and Zoning Board Procedure:

The Planning and Zoning Board may vote to *recommend* approval, approval with modifications, or disapproval. The City Council has final authority over the Preliminary PUD.

A motion was made by Board Member Catalano, seconded by Board Member Hofherr, to recommend approval to City Council for the Preliminary PUD, Conditions 1-9, and Tentative Plat of Subdivision.

AYES: Catalano, Hofherr, Bader, Schell, Saletnik

NAYES: None

*****MOTION CARRIED UNANIMOUSLY*****

Vice Chair Saletnik advised a recommendation for approval would be provided to City Council.

Case #16-075-V-367 S. Warrington-Variation Request
Case #16-058-SUB-PUD-150 N. East River-Preliminary PUD &
Tentative Plat of Subdivision
Case #16-054-TA-Citywide-Text Amendment
November 22, 2016
Page 10

ADJOURNMENT

On a voice vote, Vice Chair Saletnik adjourned the meeting at 8:31 p.m.

Sincerely,

Gale Cerabona
Recording Secretary

cc: City Officials, Aldermen, Zoning Board of Appeals, Petitioners



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

November 28, 2016

Mayor Bogusz and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 150 N. East River Road, 16-058-SUB-PUD, 1st Ward
RE: Consideration of a Preliminary Planned Unit Development (PUD) and Tentative Plat of Subdivision at 150 N. East River Road

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on November 22, 2016 to consider a Preliminary Planned Unit Development (PUD) for the Covington Lexington Woods residential PUD under Section 12-3-5 of the 1998 City of Des Plaines Zoning Ordinance, as amended, and a Tentative Plat of Subdivision, under Section 13-2-5 of Subdivision Regulations of the City of Des Plaines Municipal Code, to allow for the construction of a 236-unit, four-story apartment building with a 342-space parking deck and 138 spaces of surface parking, with a requested PUD exception from the R-3, Townhouse Residential Zoning District standards under Section 12-7-2.J of the 1998 City of Des Plaines Zoning Ordinance, as amended, for a 50% reduction of the required lot area per dwelling unit.

1. The Petitioner presented the proposed site and building details.
2. The Community and Economic Development Department recommended approval of the requested Preliminary Planned Unit Development (PUD) and Tentative Plat of Subdivision.
3. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the Preliminary Planned Unit Development (PUD) for the Covington Lexington Woods residential PUD under Section 12-3-5 of the 1998 City of Des Plaines Zoning Ordinance, as amended, and a Tentative Plat of Subdivision, under Section 13-2-5 of Subdivision Regulations of the City of Des Plaines Municipal Code, subject to conditions 1-9 in the Staff Report.

Respectfully submitted,

Paul Saletnik,
Des Plaines Planning and Zoning Board, Vice-Chairman

Cc: City Officials
Aldermen

CITY OF DES PLAINES

ORDINANCE Z - 35 - 16

**AN ORDINANCE APPROVING A PRELIMINARY
PLANNED UNIT DEVELOPMENT AND TENTATIVE
SUBDIVISION LOCATED AT 150 N. EAST RIVER ROAD,
DES PLAINES, ILLINOIS. (Case #16-058-SUB-PUD).**

WHEREAS, Covington Land Acquisitions, LLC (“*Petitioner*”), is the contract purchaser of that certain real property consisting of approximately 7.459 acres, located in the R-3 Townhouse Residential District (“*R-3 District*”), commonly known as 150 N. East River Road, Des Plaines, Illinois (“*Subject Property*”); and

WHEREAS, the Petitioner desires to construct 236 apartments on the Subject Property (“*Proposed Development*”); and

WHEREAS, pursuant to Sections 12-3-7 and 12-3-5 of the Des Plaines Zoning Ordinance of 1998, as amended (“*Zoning Ordinance*”) and Title 13 of the City Code of the City of Des Plaines, as amended (“*Subdivision Regulations*”), the Petitioner filed, with the consent of the owner of the Subject Property, an application with the City for the approval of: (i) a preliminary plat of planned unit development of the Subject Property (“*Proposed Preliminary Plat of PUD*”), including certain proposed exceptions within the proposed planned unit development; and (ii) a preliminary plat of subdivision for the Subject Property (“*Proposed Preliminary Plat of Subdivision*”); and

WHEREAS, within fifteen (15) days after the receipt thereof, the Petitioner’s application was referred by the Department of Community and Economic Development to the Plan Commission of the City of Des Plaines (“*Commission*”); and

WHEREAS, within ninety (90) days after the date of the Petitioner's application, a public hearing was held by the Commission on November 22, 2016 pursuant to publication in the *Daily Herald* on November 4, 2016; and

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

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

WHEREAS, pursuant to Section 13-2-3 of the Subdivision Regulations, on November 22, 2016 the Commission approved, by a vote of 5-0, the Proposed Preliminary Plat of Subdivision, subject to certain conditions; and

WHEREAS, pursuant to Sections 12-3-7 and 12-3-5 of the Zoning Ordinance, the Commission filed a written report with the City Council on November 28, 2016, summarizing the testimony and evidence received by the Commission and stating its recommendation, by a vote of 5-0, to approve the Proposed Preliminary Plat of PUD, subject to certain conditions; and

WHEREAS, the Petitioner made certain representations to the Commission with respect to the Proposed Preliminary Plat of Subdivision and the Proposed Preliminary Plat of PUD, which representations are hereby found by the City Council to be material and upon which the City Council relies in approving the Proposed Preliminary Plat of PUD; and

WHEREAS, the City Council has considered the written report of the Commission, the applicable standards for planned unit developments set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated November 18, 2016, and has determined that it is in the best interest of the City and the public to approve the Proposed Preliminary Plat of PUD in accordance with the provisions of this Ordinance;

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

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

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is legally described as follows:

LOT 1:

(EXCEPT THE NORTH 2 ½ ACRES AND EXCEPT THE EAST 40 FEET THEREOF) IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE LANDS OF THE MINNA CARLE ESTATE IN SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1939 AS DOCUMENT NUMBER 12272132, IN COOK COUNTY, ILLINOIS.

LOT 2:

(EXCEPT THAT PART CONVEYED TO ILLINOIS TOLLWAY COMMISSION BY WARRANTY DEED DATED AUGUST 16, 1957 AND RECORDED OCTOBER 14, 1957 AS DOCUMENT NUMBER 17037291) IN SUPERIOR COURT COMMISSIONER'S PARTITION (MADE IN CASE 34S18200) OF LANDS OF MINNA CARLE ESTATE (EXCEPT THAT PART

THEREOF TAKEN BY CONDEMNATION IN CASE NO. 95L50192), IN SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1939 AS DOCUMENT NUMBER 12272132, IN COOK COUNTY, ILLINOIS.

PINS: 09-09-402-012-0000, 09-09-402-009-0000

Commonly known as 150 N. East River Road, Des Plaines, Illinois.

SECTION 3. APPROVAL OF PROPOSED PRELIMINARY PLAT OF PUD.

Subject to and contingent upon the conditions set forth in Section 7 of this Ordinance, and pursuant to Section 12-3-7 of the Zoning Ordinance, the City Council hereby approves the Proposed Preliminary Plat of PUD, titled “Preliminary Plat of Covington Lexington Woods,” consisting of one sheet, prepared by Haeger Engineering, and dated October 30, 2016, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit A**. The City Council hereby directs the Zoning Administrator to accept the Proposed Preliminary Plat of PUD, subject to and contingent upon the conditions set forth in Section 7 of this Ordinance.

SECTION 4. ACKNOWLEDGEMENT OF REQUEST FOR EXCEPTIONS. The City Council hereby acknowledges that pursuant to Section 12.3.5.C of the Zoning Ordinance, the Petitioner has requested, and the Proposed Preliminary Plat of PUD contemplates, an exception from the R-3, Townhouse Residential Zoning District standards under Section 12-7-2.J of the Zoning Ordinance to reduce the required lot area per dwelling unit by 50%. At the time of consideration of a proposed final plat of planned unit development, a final plat of subdivision, and a final development plan for the Subject Property, the City Council will consider the requested exceptions set forth in this Section 4.

SECTION 5. SUBMISSION OF FINAL PLAT OF PLANNED UNIT DEVELOPMENT AND FINAL PLAT OF SUBDIVISION. Pursuant to and in accordance with Section 12-3-5.D.3 of the Zoning Ordinance and Section 13-2-4 of the Subdivision Code, the

adoption of this Ordinance authorizes the Petitioner to submit a final plat of planned unit development and a final plat of subdivision for the Subject Property to the City.

SECTION 6. EFFECT OF APPROVAL OF PROPOSED PRELIMINARY PLAT OF PUD. Pursuant to Section 12-3-5.D.3 of the Zoning Ordinance, the approval of the Proposed Preliminary Plat of PUD for the Subject Property, as provided in Section 3 of this Ordinance, will not be deemed or interpreted as authorizing or entitling the development or the improvement of the Property in any manner whatsoever unless and until the City Council approves, by ordinance or resolution duly adopted, as the case may be: (i) a conditional use permit for a planned unit development for the Property, pursuant to Section 12-3-5.D.5 of the Zoning Ordinance; and (ii) a final plat of subdivision, pursuant to Section 13-2-8 of the Subdivision Regulations. Nothing herein will be deemed or interpreted as obligating or requiring the City Council to approve a conditional use permit for a planned unit development or a final plat of subdivision. Further, the City Council has no obligation to consider or approve a conditional use permit for a planned unit development or a final plat of subdivision unless and until:

- A. The Petitioner complies with the applicable procedures for the review and approval of a final plat of planned unit development for the Subject Property, as set forth in Section 12-3-5.D.5 of the Zoning Ordinance; and
- B. The Petitioner complies with the applicable procedures for review and approval of a final plat of subdivision for the Property, as set forth in Chapter 2 of the Subdivision Regulations.

SECTION 7. CONDITIONS OF APPROVAL. The approval of the Proposed Preliminary Plat of PUD granted pursuant to Section 3 of this Ordinance is expressly subject to

and contingent upon compliance by the Petitioner with each and all of the following conditions, all at the sole cost and expense of the Petitioner:

- A. The Petitioner must prepare a Final Planned Unit Development Plat that meets all the requirements of Appendix A-4 (Minimum Submittal requirements for PUDs) of the City of Des Plaines Zoning Ordinance and a Final Plat of Subdivision that meets all the requirements of the Subdivision Regulations and the comments in this report and submit it to the Community and Economic Development Department.
- B. The Petitioner must revise the Elevation Plan, titled “Elevations,” consisting of one sheet, prepared by Forum, and submitted to the City on October 28, 2016, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**, to provide a style and architecture more compatible with the rest of Des Plaines, such as a more traditional design with more brick.
- C. The Petitioner must revise the Landscape Plan, titled “Landscape Plan,” consisting of one sheet, prepared by DeLong Landscape Associates, and dated October 27, 2016, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**, so that the 10-foot wide, multi-use path is extended south from the subject property to connect with the existing path at the northwest corner of North East River Road and Golf Road.
- D. The Petitioner must comply with provisions for a parks dedication or impact fee, to be determined by the City Council.
- E. The Petitioner must pay all applicable building permit and related fees.
- F. The Petition must provide written proof of Final Engineering approval from the City of Des Plaines Public Works and Engineering Department.

- G. The sprinkler contractor hired by the Petitioner must submit separate plans for review and approval of any changes, additions, or modifications to the existing system, and must provide all necessary manufacturer's cut sheets.
- H. The fire alarm contractor hired by the Petitioner must submit separate plans for review and approval of any changes, additions, or modifications to the existing system, and must provide all necessary manufacturer's cut sheets and battery load calculations.
- I. The Petitioner must address all building and engineering comments as per the staff review letter dated September 29, 2016.

SECTION 8: TIME PERIOD FOR SUBMISSION OF FINAL PLAT OF PLANNED UNIT DEVELOPMENT AND FINAL PLAT OF SUBDIVISION. Pursuant to and in accordance with Section 12-3-4.E.3 of the Zoning Ordinance and Section 13-2-10.B of the Subdivision Regulations, respectively, the Petitioner must submit for review and approval by the City: (a) a final plat of planned unit development for the Subject Property no later than the date that is 180 days after the effective date of this Ordinance; and (b) a final plat of subdivision for the Subject Property no later than the date that is 12 months after the effective date of the approval of the Proposed Preliminary Plat of Subdivision by the Commission.

SECTION 9. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

SECTION 10. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2017.

APPROVED this ____ day of _____, 2017.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

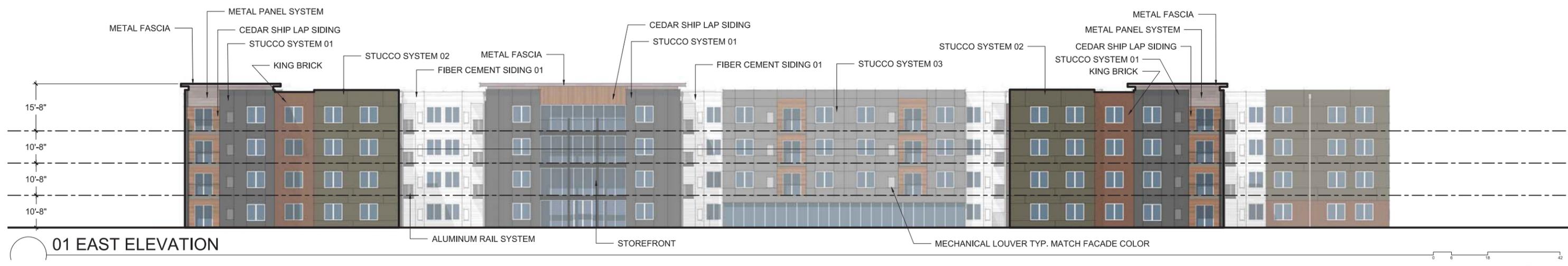
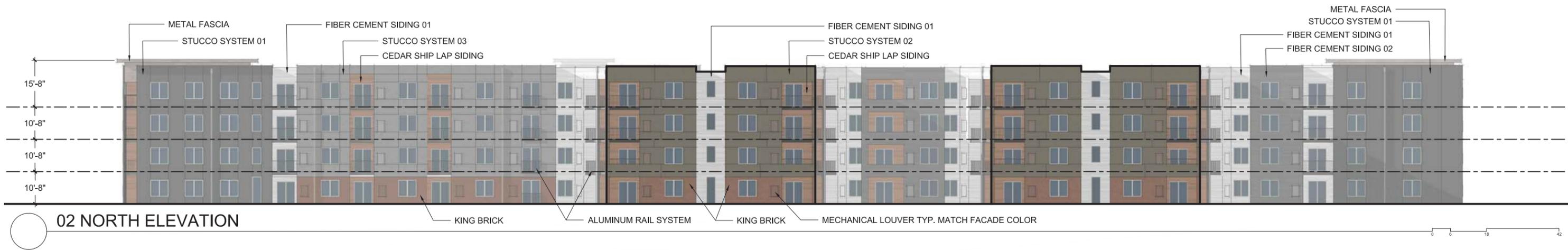
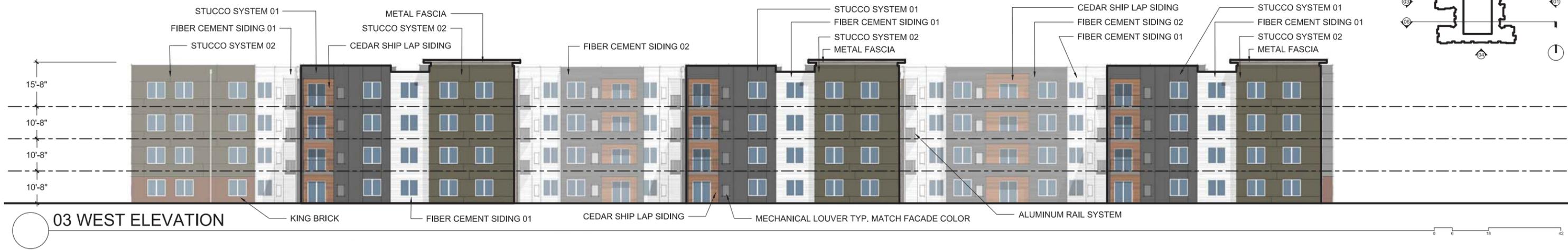
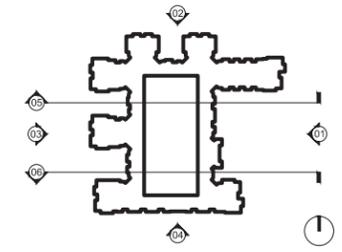
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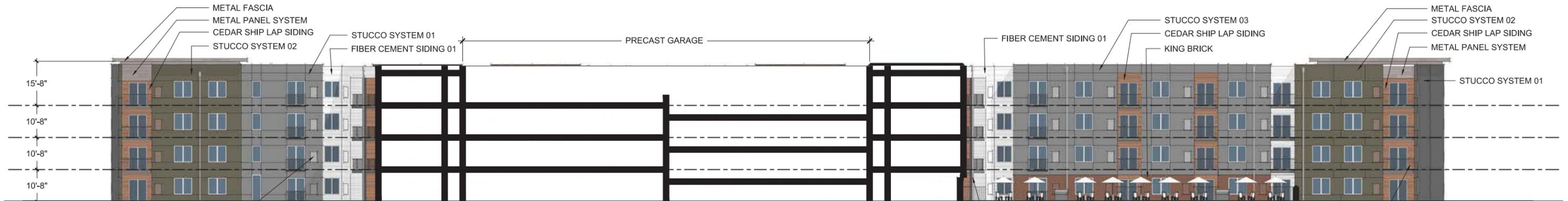
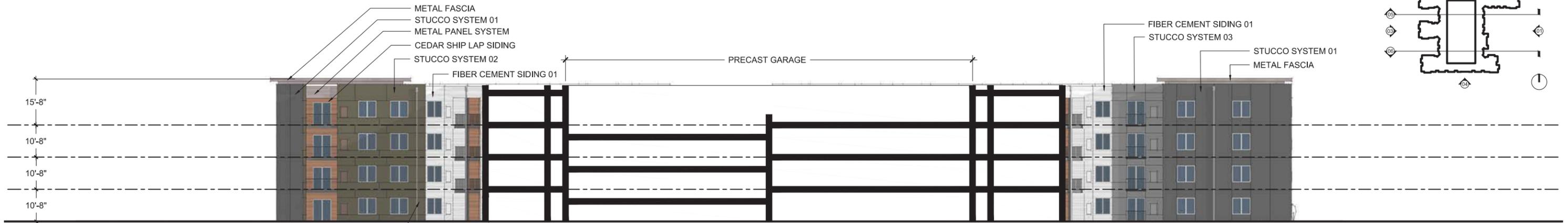
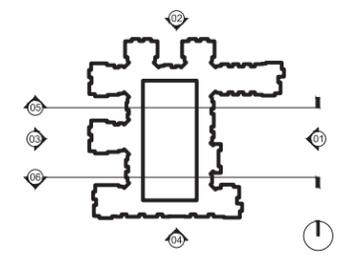
Approved as to form:

CITY CLERK

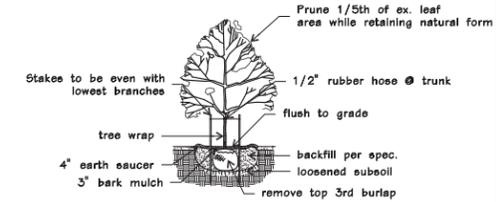
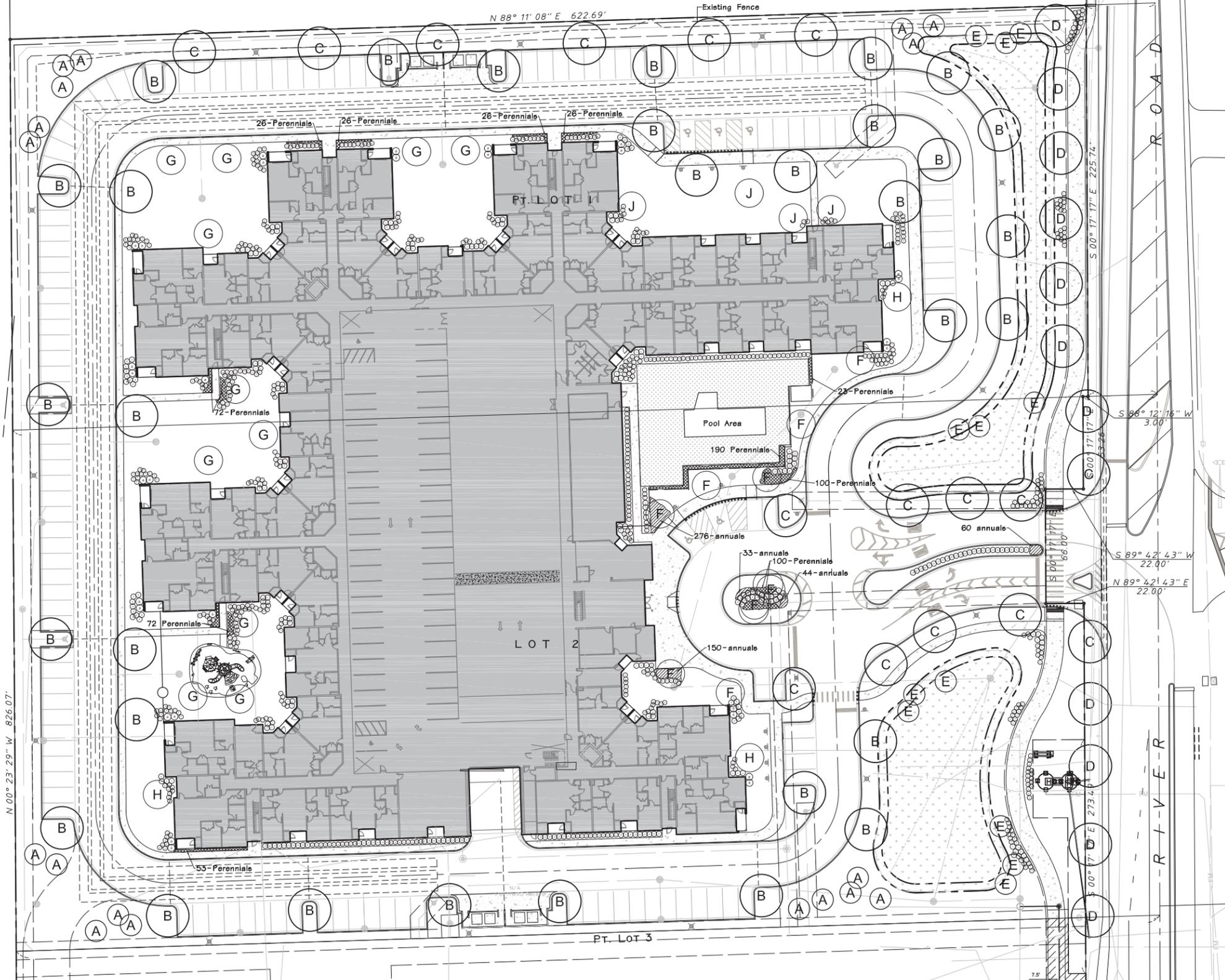
Peter M. Friedman, General Counsel

DP-Ordinance Approving Pre PUD (Covington Lexington Woods 150 N. East River Road)

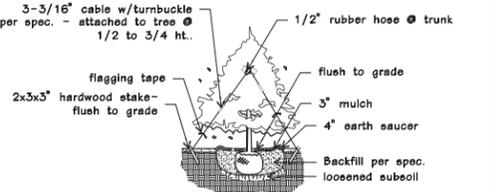
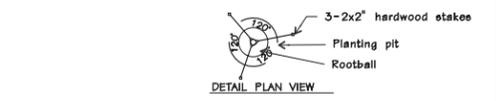




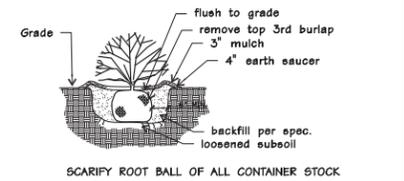
Part Of Lot A
 INSIGNIA GLEN
 SUBDIVISION
 Rec. May 29, 2003 As Doc. No. 00314932107



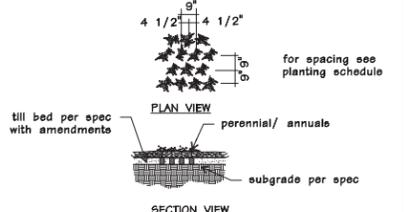
CANOPY TREE PLANTING



TYPICAL EVERGREEN PLANTING



TYPICAL SHRUB PLANTING



TYPICAL PERENNIAL PLANTING

STREET TREE REQUIREMENT:

1 tree per 40 lin ft.
 N East River Road: 526.25 ft/40=13.1
 or 13 Street Trees
 Trees Provided = 13

PARKING LOT LANDSCAPE REQUIREMENT:

5% Of Parking Lot Shall be Landscaped.
 Parking Lot: 63,202.3 SF X .05=3,160.1 SF
 Landscape Area Provided=4,758.7 SF

1 Shade Tree Per 100 sf Landscape Area:
 3,160.1 sf Landscape area/100=31.6 trees
 32 Trees Provided.

YARD TREE REQUIREMENT:

1 tree per 2,500 sf
 108,119.9 sf Yard/2,500=43.2 or 44 Trees
 44 Trees Provided

Landscape Plan
 SCALE 1" = 30'-0"

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
A	18	<i>Picea glauca densata</i>	Black Hills Spruce	10-12'	B&B
B	32	<i>Acer saccharum</i> 'Green Mountain'	Green Mountain Sugar Maple	2.5'	B&B
C	16	<i>Tilia americana</i> 'Redman'	Redman Linden	2.5'	B&B
D	11	<i>Ulmus</i> 'Morton Stalwart'	Commendator Elm	2.5'	B&B
E	12	<i>Taxodium distichum</i>	Bald Cypress	10-12'	B&B
F	9	<i>Syringo reticulata</i>	Japanese Tree Lilac	2.5'	B&B
G	11	<i>Cercis canadensis</i>	Redbud	2.5'	B&B
H	3	<i>Malus</i> 'Snowdrift'	Snowdrift Flowering Crab	2.5'	B&B
J	4	<i>Malus</i> 'Robinson'	Robinson Flowering Crab	2.5'	B&B

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
a	82	<i>Juniperus scopulorum</i> 'Blue Haven'	Blue Haven Juniper	6-8'	B&B
b	107	<i>Buxus microphylla</i> 'Wintergreen'	Wintergreen Boxwood	18-24"	B&B
c	136	<i>Ilex glabra</i> 'Shamrock'	Shamrock Inkberry	24-30"	B&B
d	101	<i>Juniperus virginiana</i> 'Gray Owl'	Gray Owl Juniper	18-24"	B&B
e	93	<i>Spiraea japonica</i> 'Froebeli'	Froebel Spiraea	18-24"	B&B
f	58	<i>Cotoneaster apiculata</i>	Cranberry Cotoneaster	18-24"	B&B
g	70	<i>Rhus aromatica</i> 'Gro-Low'	Gro-Low Sumac	18-24"	B&B
h	135	<i>Cornus sericea</i> 'Kelsey'	Kelsey's Dogwood	18-24"	B&B
j	106	<i>Hypericum kalmianum</i>	Ka.m.'s St. John's Wort	18-24"	B&B
	691	Ground Cover and Perennials	to be selected	4" pot	12" oc
	18,427 sf	Rain Garden Plantings	var	var	var
	413	annuals to be selected	Per MWRD	2" cp	9" oc

Consultants:

Lexington Woods
 150 North East River Road

Covington Realty Partners

Revisions:

Date	Description	No.

Drawn: BAD
 Checked: DAD

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Sheet Title: Landscape Plan

Sheet No:

L-1

Date: 10/27/2016
 Job #: 123.011