

AGENDA

CITY OF PLANO

COMMITTEE OF THE WHOLE

September 27, 2021

**Immediately following the City Council
meeting**

**MASKS MUST BE WORN BY ALL
ATTENDEES**

1. CITIZEN'S COMMENTS

2. Facade Improvement Application From The Wash House

Documents:

[WASH HOUSE FACADE GRANT AP.PDF](#)

3. Temporary Office For The EDC

4. Information On Speed Control Policy From Plano Police Department

5. Requesting Approval To Increase The Budgeted Number Of Authorized Officers At PPD
From 23 To 24, Allowing The Mayor To Sign A Certificate Of Hire

6. HRGreen NPDES Permit Compliance

Documents:

[HRGREEN NPDES PERMIT COMPLIANC.PDF](#)

7. Purchasing Policy

Documents:

[PURCHASING POLICY.PDF](#)

8. Amended Budgets
9. CITIZEN'S COMMENTS
10. Aldermen Comments/Questions

CITY OF PLANO

Façade Improvement Grant Application

Please completely fill out this application and return it to the Plano City Hall with the items listed in the checklist on page 2.

Applicant Information

Name THE WASH HOUSE INC

Mailing Address 719 W. RT 34
PLANO TX

Email WASHHOUSE - PLANO@SREGLOBAL.COM

Phone 680-552-9274

Fax _____

Federal Tax ID# 36-3655217

Property Information

Address for building for which grant is sought:

719 W. RT 34 PLANO

Property Identification Number(s) 719

Phone# 680-552-9274

Proposed Improvement(s) - Check all that apply

- Brick Cleaning
- Tuck Pointing
- Painting
- Wall Facade Repair & Treatment
- Original Architectural Features (repair or replacement)
- Exterior Doors
- Signage Repair or Replacement
- Streetscape Elements
- Landscaping
- Stairs, Porches, Railings
- Roofs visible from the Street
- Improvements for ADA compliance
- Windows and Frames
- Shutters and Awnings
- Exterior Lighting
- Other proposed façade improvements (please specify)

Please describe the scope of the proposed project below (include a summary of the building's current condition, areas to be improved and how, as well as any proposed materials or colors)

6 NEW LOWER WINDOWS +
SHUTTERS FOR TOP + BOTTOM

The following items must be submitted with the Façade Grant Application:

- Completed and signed Façade Grant Application.
- Current Photographs of the property to be improved (entire façade and details).
- Historic photograph of the property to be improved (if available).
- Drawings of proposed improvements (not necessarily architectural renderings, but to scale for a clear understanding of the proposed project).
- Color and material samples if relevant. Material specifications supplied by Manufacturer.
- Preliminary estimate of cost.

I agree to comply with the guidelines and standards of the City of Plano Façade Improvement Program and I understand that this is a voluntary program, under which the City has the right to approve or deny any project or proposal or portions thereof. I further attest that the property tax payments on the indicated building are current and there are no outstanding building code or zoning violations.

Applicant(s) signature Christine Morel Date 9-9-21
Building Owner signature Carroll & Oelgeschlaeger Date 9-9-21
(if separate from applicant)

Quote

Date:	08/18/2021	Phillip Morel DBA: Morel Builders 1094 Redwood Drive Yorkville, IL 60560 Phone: 630-882-0234 E-mail: morelicc@gmail.com
Customer Name:	The Wash House Inc.	

Billing Address:

719 West Rt 34
Plano, IL 60545

Property Address:

719 West Rt 34
Plano, IL 60545

Item code	Hrs/ Quantity	Description	Unit Price	Total
03	6	Replacement windows, White Vynl double hung window with screens, Jen-Weld Brand, Lower street side windows	\$585.00	\$3510.00
3	10	White shutter replacemnt. Remove and install white plactic shutter. All hardware included with instillation.	\$84.00	\$840.00
Codes: 01 Labor, 02 Material, 03 Bid, 04 Sub-contractor, 05 Misc., 06 Credit			Subtotal	\$4350.00
			Discount	
			Previous payment	
			Balance Due	







TERMS AND CONDITIONS

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all agreements with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY.

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY's consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises.

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and sub-consultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and sub-consultants to all those named shall not exceed \$ 10,000. It is



intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

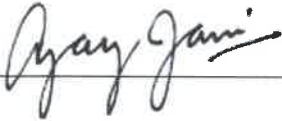
The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

CITY OF PLANO

HR GREEN, INC.
323 Alana Drive
New Lenox, IL 60451

Accepted by: _____

Approved by:  _____

Printed/
Typed Name: _____

Printed/
Typed Name: Ajay Jain, P.E., CFM

Title: _____

Title: Vice President - Principal

Date: _____

Date: July 27, 2021



ATTACHMENT A

The City of Plano (CLIENT) participates in the NPDES Phase II program which is coordinated through the Illinois Environmental Protection Agency (IEPA). As part of the IEPA's General Permit ILR-40, there are six (6) minimum control measures that require actions to be completed by CLIENT. The six (6) minimum control measures include:

- A. Public Education and Outreach
- B. Public Participation/Involvement
- C. Illicit Discharge Detection and Elimination
- D. Construction Site Runoff Control
- E. Post-Construction Runoff Control
- F. Pollution Prevention/Good Housekeeping

In May 2021, HR Green, Inc. (COMPANY) assisted CLIENT with submitting a new Notice of Intent (NOI) to the IEPA for continued coverage under the ILR-40 permit. Included in the NOI were items that CLIENT must complete to maintain compliance with the permit. CLIENT has requested that COMPANY provide assistance for maintaining compliance with the permit throughout the current permitting year which ends on March 31, 2022. This AGREEMENT does not include annual reporting, which is due to the IEPA on June 1, 2022 for the 2021/2022 reporting period, COMPANY will contact CLIENT regarding this update in April 2022. The scope below describes items that COMPANY will assist CLIENT with to maintain compliance with the permit:

A. Public Education and Outreach

COMPANY will provide CLIENT with informational articles that are readily available for CLIENT to post on CLIENT's website. This information will include information regarding climate change and stormwater pollutants impacts on water bodies. COMPANY will research additional articles and information that may be specific to CLIENT or the waterways located within the City. This task has an anticipated fee of \$358.00.

B. Public Participation/Involvement

COMPANY will prepare a PowerPoint presentation describing the NPDES Phase II program and the impacts of stormwater pollution on local waterways. The PowerPoint presentation may be presented at a City Council meeting. COMPANY will make the presentation and respond to questions from attendees. This task has an anticipated fee of \$1,409.00.

C. Illicit Discharge Detection and Elimination

Outfall Map: COMPANY will review CLIENT's existing digital storm sewer map and use the existing digital data along with development plans to generate a storm sewer outfall map. The outfall map will be used to develop an outfall prioritization plan and will be used during outfall inspections. It is assumed that CLIENT's existing GIS data accurately reflects CLIENT's storm



sewer system. Minor modifications to the GIS data are assumed to be required to incorporate outfalls identified on development plans or located during field inspections. Outfall mapping is anticipated to take approximately eight (8) hours.

Inspections: It is anticipated that there are approximately 80 outfalls within the City limits. Approximately 20% (16) of CLIENT's outfalls will be visited prior to March 31, 2022. Outfall inspections will be completed during times of dry weather when there has been no rain for the previous seven (7) days. COMPANY will complete an Outfall Reconnaissance Inventory form for 20% (16) of the identified outfalls, which will be scanned and saved digitally for CLIENT's records. Outfalls will be marked with a unique identifier using wax pencil and photographed. If new or unmapped outfalls are located during inspections, their approximate location will be added to the outfall map, a unique identifier will be assigned, and the outfall will be inspected. It is anticipated that this task will take approximately thirty (30) hours including post inspection processing.

Illicit Discharge Tracing Procedures: Additionally, COMPANY will develop written tracing procedures describing which actions shall be taken in the event that an illicit discharge is located. It is assumed that tracing procedures will take approximately four (4) hours to complete.

The Illicit Discharge Detection and Elimination task has an anticipated fee of \$6,711.00.

D. Construction Site Runoff Control & F. Post-Construction Runoff Control

Minimum Control Measures D and F shall be completed by CLIENT through the standard development permitting and inspection procedure. COMPANY does not anticipate involvement in these tasks.

E. Pollution Prevention/Good Housekeeping

COMPANY will provide training to CLIENT staff who manage or are directly involved in the routine maintenance, repair or replacement of public surfaces in current green infrastructure techniques or to implement or utilize stormwater BMPs. The training will consist of a video presentation followed by a question-and-answer session. Topics pertaining to Illicit Discharge Detection and Elimination will be incorporated into the training to allow for CLIENT to complete Outfall Inspections via in-house resources in the future should staff become available. COMPANY will provide a sign-in sheet and certificates of completion to those who attend. This task has an anticipated fee of \$1,497.00.

F. General Consultation

At CLIENT's request, on a Time and Material basis, COMPANY will complete reviews of CLIENT's existing ordinances and practices. COMPANY can provide template ordinances that can be used by CLIENT to improve upon CLIENT's existing regulatory programs. This task will be completed only at the direction of CLIENT and will be billed at a Time and Material basis.

Purchasing Policy - Plano, Illinois

Departmental Purchasing:

Each Department Head and/or Superintendent are hereby designated as the departmental purchaser. The Department Head and/or Superintendent shall be responsible for ensuring proper purchasing procedures are followed, that sufficient funds are budgeted for any and all purchases, and that required documentation is kept in the City's Accounts Payable files.

The Finance Committee shall be responsible for reviewing all purchases, ensuring that purchasing procedures are followed and all required supporting documentation has been completed. The Finance Committee shall also be responsible for monitoring purchases and bringing to the attention of the Council, at the committee reports section during the council meeting, any purchases or purchasing practices that may be considered unethical, improper, in violation of the stated procedures, or could be construed as a conflict of interest.

The Finance Committee shall have the authority to reject any purchases that are not completed according to the stated procedures, or return to the Department Head or Superintendent any purchases that require additional attention. Any questions or instances not addressed by this policy shall be referred to the Finance Committee to determine if the City Council should amend this policy.

Any State or Federal law that is more restrictive than this policy shall supersede the affected portion of this policy.

Purchasing Guidelines:

The following guidelines shall apply to purchases of items that have been approved, either generally or specifically, in the budget.

A. Purchases of Less Than \$1,000.00—Require Department Head or Superintendent Approval.

Purchases in this category may be made by the Department Head or Superintendent. Such purchases do not require competitive proposals. However, the Department Head or Superintendent should ensure, when possible, that such items are acquired at the lowest possible price, considering all relevant factors.

B. Purchases Between \$1,001 and \$14,999.99—Require Department Head or Superintendent Approval AND must be Co-Signed by the Mayor, Finance Committee Member, or City Clerk.

Purchases in this category may be made by the Department Head or Superintendent. Such purchases do not require competitive proposals. However, the Department Head or Superintendent should ensure, when possible, that such items are acquired at the lowest possible price, considering all relevant factors.

C. Purchases Between \$15,000 and \$24,999.99—Require City Council Approval.

Purchases in this category require approval of the City Council, after soliciting different proposals. If unable to solicit different proposals, the member seeking authorization for the purchase must document the attempts made to obtain them. Proposals must be submitted in writing and discussed at the proper committee levels.

D. Purchases Over \$25,000—Require City Council Approval.

Purchases in this category must be approved by the City Council, and normally require at least three written proposals. In addition, Public Works contracts, public improvement contracts, and the purchase

of supplies over \$25,000 are subject to formal bidding procedures as required and permitted by statute (65 ILCS 5/8-9) and authorized by municipal code. If any item to be purchased is budgeted, then said items over \$25,000 need NO council permission to go out for bid. The City Council shall have the authority to award contracts within this category.

Exceptions/Deviations from the Stated Purchasing Policy:

The following situations may require deviation from the stated policy. All such deviations shall be approved by the City Council.

A. Sole Source Purchases: In the event there is only one acceptable vendor capable of furnishing a particular service or commodity, the Department Head or Superintendent shall be authorized to approve such purchase pursuant to the dollar limit guidelines noted above in the **Purchasing Guidelines**. The Department Head or Superintendent shall be required to document the reasons why there are no other vendors capable of supplying the service or commodity. The City Council shall have the authority to require additional proposals if these reasons are not sufficient to warrant a sole source purchase, and shall consult with the Department Head or Superintendent as necessary.

B. Emergency Purchases: Emergencies are defined as events or circumstances that could not have been foreseen and where immediate action is necessary to safeguard the public's health, safety, and welfare, provide emergency assistance as needed, protect property, remediate situations that may cause public harm, and other situation where timing is critical. When an emergency condition exists that requires a public works or public improvement contract, or purchase of supplies, the Department Head or Superintendent will notify the Mayor. Upon concurrence from the Mayor that an emergency condition exists, the Department Head or Superintendent will have authorization to expend funds over and above their normal authority to alleviate the emergency (if the matter must be reasonably addressed before approval can be sought from the City Council). If the Mayor cannot be reached and immediate action is required, the Department Head or Superintendent will be authorized to enter into emergency purchases— with notification to the Mayor as soon as practicable.

During an emergency, the Mayor may delegate specific authority to Department Heads and Superintendents to expend funds in order to prevent or alleviate the emergency condition(s). Documentation of the emergency and the need for immediate action shall be transmitted to the City Council as soon as practicable, along with information regarding expenditures that have been made. The Mayor will provide updates to the City Council (when prudent and practicable to do so) as the event continues. In the event that a situation has been determined to be an emergency, the City Treasurer will be notified in order to ensure that funds are available and to facilitate payment to contractors if necessary. Such emergency purchase must be retroactively approved by City Council.

C. Waiving of the Competitive Bidding Procedure: Requests for bid waivers may be made only when goods sought are proprietary, when the services require a high degree of creative input, judgement, design, or discretion from the person providing the services, where standardization is necessary or desirable, in emergencies (as described elsewhere in this policy), or if determined to be in the best interests of the City. *These bid procedures may be waived by the City Council, per statute, by a two-thirds vote of all alderpersons holding office.* All requests for waiving the competitive bidding process for purchases over \$25,000 must be approved by the City Council.

Any and all policies, ordinances and resolutions of the City of Plano found to be in conflict with the provisions of this policy, in whole or in part, are hereby repealed.