



CITY COUNCIL AGENDA

Monday, December 20, 2021

Closed Session – 6:30 p.m.

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

CLOSED SESSION

PROPERTY ACQUISITION

SALE OF PROPERTY

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

(matters not on the agenda)

ALDERMEN ANNOUNCEMENTS/COMMENTS

MAYORAL ANNOUNCEMENTS/COMMENTS

Motion to Extend Declaration of Civil Emergency

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER'S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

CONSENT AGENDA

1. **FIRST READING – ORDINANCE M-30-21:** Approving a New “Class M” Liquor License (Gas Station Retail Only, Off-Site Consumption) for 7-Eleven, Inc. d/b/a 7-Eleven #41599H
2. **RESOLUTION R-195-21:** Waiving the Bidding Process and Approving the Purchase of Genesis Rescue Systems Rapid Intervention Extrication Tools from Equipment Management Company, Channahon, Illinois in an Amount Not-to-Exceed \$24,500 to be Funded by the Foreign Fire Insurance Tax Board (FFIB)
3. **RESOLUTION R-202-21:** Approving a First Amendment to the Contract with Key Code Media, Inc. for Media Services Control Room Upgrades
4. **RESOLUTION R-203-21:** Approving the Second Renewal of the Downtown Landscape Maintenance Services Contract with Beary Landscaping, Inc., Arlington Heights, Illinois in the Annual Amount of \$130,336. Budgeted Funds – General/Street Maintenance/Miscellaneous Contractual Services.
5. **RESOLUTION R-204-21:** Approving the Second Renewal Term of the Parkway Restoration and Planting with Installation Services Contract with TNT Landscape Construction, Inc., Elgin, Illinois in the Amount of \$69,466. Budgeted Funds – Water/R&M Water Distribution and General/Street Maintenance/Miscellaneous Contractual Services.
6. **RESOLUTION R-205-21:** Authorizing the City of Des Plaines to Participate in the National Opioid Settlement
7. **RESOLUTION R-206-21:** Waiving the Bidding Process and Approving a Service Contract with H.R. Green, Inc. in an Amount Not-to-Exceed \$40,000 for Continued Assistance with Various Building Inspection and Plan Review Services
8. **RESOLUTION R-207-21:** Waiving the Bidding Process and Approving an Agreement with B&F Construction Code Services, Inc. for Continued Assistance with Professional Plan Review and Inspection Services in an Amount Not-to-Exceed \$75,000
9. **RESOLUTION R-208-21:** Authorizing the Purchase of Elevator Alarm Monitoring Services from Emergency 24, Inc. in an Amount Not-to-Exceed \$29,000. To be funded from – Fire Department/Emergency Services/Dispatch Services.
10. **RESOLUTION R-209-21:** Approving a New Master Contract with AECOM Technical Services, Inc., Chicago, Illinois
11. **RESOLUTION R-210-21:** Approving a New Master Contract with Christopher B. Burke Engineering, Ltd., Rosemont, Illinois
12. **RESOLUTION R-211-21:** Approving a New Master Contract with Gabriel Laboratories, Ltd. d/b/a Gabriel Environmental Services, Chicago, Illinois
13. **RESOLUTION R-212-21:** Approving a New Master Contract with Gewalt Hamilton Associates, Inc., Vernon Hills, Illinois

14. **RESOLUTION R-213-21:** Approving a New Master Contract with M.E. Simpson Co., Inc., Valparaiso, Indiana
15. **RESOLUTION R-214-21:** Approving a New Master Contract with UrbanHydro Engineering, Inc., LaGrange, Illinois
16. Approval of Youth Commission Appointment on 12/6/2021 City Council Agenda of Maria Rosa Cullotta – Term to Expire 9/4/2024
17. Minutes/Regular Meeting – December 6, 2021

UNFINISHED BUSINESS

1. **SECOND READING – ORDINANCE Z-57-21:** Consideration of Conditional Use and Variation for an Adult Use (Recreational) Retail Cannabis Dispensary at 1504 Miner Street

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
 - a. Warrant Register in the Amount of \$6,685,398.27 – **RESOLUTION R-215-21**
2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
 - a. A Resolution in Support of a Renewal of a Cook County Class 6b Tax Incentive for the Property Located at 300 East Touhy Avenue – **RESOLUTION R-216-21**
 - b. A Resolution in Support of a Renewal of a Cook County Class 6b Tax Incentive for the Property Located at 2050 Clearwater Drive – **RESOLUTION R-217-21**

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

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

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



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: November 24, 2021
To: Honorable Aldermen
From: Andrew Goczkowski, Local Liquor Commissioner
Cc: Vickie Baumann, Permit Technician, Registration & License Division
Subject: Liquor License Request for an Increase in Liquor License Classification

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

7-Eleven Inc dba 7-Eleven #41599H
2392 S Wolf Rd
Class M – Gas Station Retail Only (off-site consumption only)
- New Increase from 9 to 10

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed December 8, 2021 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday, December 20, 2021.

A handwritten signature in blue ink, appearing to read 'AG', is written over a horizontal line.

Andrew Goczkowski
Mayor
Local Liquor Commissioner

Attachments: Ordinance M-30-21
Application Packet

CITY OF DES PLAINES

ORDINANCE M - 30 - 21

**AN ORDINANCE AMENDING THE CITY CODE TO ADD
ONE CLASS “M” LIQUOR LICENSE.**

WHEREAS, 7-Eleven Inc d/b/a 7-Eleven #41599H ("***Applicant***") applied to the Department of Community and Economic Development for a Class M liquor license for the premises commonly known as 2392 South Wolf Road, 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 M 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 M 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 M Liquor License to the Applicant 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
	*	*	*		
Chapter 4	Liquor Control				
4-4-5A	License Fees and Number:				
	Class	Number	Term	Initial Fee	Annual Fee
	Class M	9 10	Annual	\$3,630.00	\$1,815.00
	*	*	*		

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 _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2022.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Add One Class M Liquor License for 7-Eleven Inc dba 7-Eleven #41599H 2392 S Wolf Road



LOCAL LIQUOR COMMISSIONER

RECEIVED
1420 Miner Street
Des Plaines, IL 60016
NOV 17 2011
P: 847.391.5301
W: desplaines.org

APPLICATION FOR A LIQUOR LICENSE BUILDING DEPT.

BUSINESS INFORMATION

Name: 7-Eleven, Inc. d/b/a 7-Eleven #41599H
Address: 2392 S. Wolf Rd., Des Plaines IL Zip: 60018
Mailing Address: P.O. Box 219088 Dept: _____
City: Dallas St: TX Zip: 75221
Email: slsconsulting@comcast.net Phone#: (786) 514-2363
Day/Hours of Operations: Monday: _____ Tuesday: _____ Wednesday: _____
< 24 hours / 7-days a week >
Thursday: _____ Friday: _____ Saturday: _____ Sunday: _____

CLASSIFICATION

- | | |
|---|---|
| <input type="checkbox"/> A TAVERN— seats 250 or less | <input type="checkbox"/> G BANQUET HALL |
| <input type="checkbox"/> A1 TAVERN – seats 251 – 500 | <input type="checkbox"/> H-1 RESTAURANT – beer & wine only |
| <input type="checkbox"/> A2 TAVERN – seats 501 + | <input type="checkbox"/> H-2 BULK SALES – beer & wine only |
| <input type="checkbox"/> AB TAVERN & BULK SALES – seats 250 or less | <input type="checkbox"/> I RELIGIOUS SOCIETY |
| <input type="checkbox"/> AB-1 TAVERN & BULK SALES – seats 251 – 500 | <input type="checkbox"/> J SPECIAL 4:00AM – must have class A |
| <input type="checkbox"/> B BULK SALES – retail only | <input type="checkbox"/> K GOVERNMENTAL FACILITY |
| <input type="checkbox"/> B-1 BULK SALES –alcohol not primary retail | <input type="checkbox"/> L WINE ONLY |
| <input type="checkbox"/> C CLUB | <input checked="" type="checkbox"/> M GAS STATION – retail only |
| <input type="checkbox"/> E RESTAURANT DINING ROOM – over 50 | <input type="checkbox"/> N CASINO |
| <input type="checkbox"/> F RESTAURANT – beer only | <input type="checkbox"/> P COFFEE SHOP |

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

Title: NO ONE OWNS 5% or more % 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:

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:
list attached

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.

Rg 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.

Rg 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.

Rg INITIALS

Signature of Owner

Rankin Gasaway 807/60/sec
Print Name

SUBSCRIBED and SWORN to before me this

26 day of October, 2021.

NOTARY PUBLIC (STAMP SEAL BELOW)



7-ELEVEN CORPORATE STORES

Store 15149	7555 W. Irving Park Rd., Chicago IL 60634
Store 22896	6057 S. Kedzie, Chicago IL. 60629
Store 30119	9753 W. Irving Park Rd., Schiller Park IL 60176
Store 32203	679 N. Weber Rd., Romeoville IL 60446
Store 33636	2401 N. Milwaukee, Chicago IL 60634
Store 33773	162 E. North Avenue, Northlake IL 60464
Store 33776	14717 S. Central Ave., Oak Forest IL 60452
Store 33747	326 W. Liberty St., Wheaton IL 60187
Store 33845	0S027 Winfield Rd., Winfield IL 60190
Store 33861	1062 E. Schaumburg RD., Streamwood, IL 60107
Store 38828	17100 S. Harlem, Tinley Park IL 60477
Store 33829	100 E. Maple. St., New Lenox IL 60451
Store 33831	1705 W. Main St., St. Charles IL 60174
Store 33840	1495 W. Algonquin Rd., Algonquin IL 60102
Store 33918	1024 S. McLean Blvd., Elgin
Store 34715	4101 George Place, Schiller Park, IL 60176
Store 35750	1658 N. Milwaukee Ave., Chicago IL 60647
Store 38505	342 E. Irving Park Rd., Wood Dale IL 60191
Store 38509	2626 Ogden Ave., Aurora IL 60504
Store 38672	244 E. Washington St., Oswego IL 60543
Store 41123	5220 Fashion Outlets Way, Rosemont IL 60018

11/2021

APPLICATION FOR AMENDED
CERTIFICATE OF AUTHORITY TO
TRANSACTION BUSINESS IN ILLINOIS

File # 1562-226-1

Jesse White
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-1837
<http://www.sos.state.il.us>

FILED

MAY 28 1999

JESSE WHITE
SECRETARY OF STATE

SUBMIT IN DUPLICATE

This space for use by
Secretary of State

Date 05/28/99

Filing Fee \$25.00

Approved: mr

Remit payment in check or money
order, payable to "Secretary of State."

1. (a) CORPORATE NAME: THE SOUTHLAND CORPORATION
(b) If changed, NEW CORPORATE NAME: 7-ELEVEN, INC.
(c) (Complete only if the new corporate name is not available in this state.)
ASSUMED CORPORATE NAME: _____
(By electing this assumed name, the corporation hereby agrees NOT to use its corporate name in the transaction of business in Illinois. Form BCA 4.15 is attached.)

2. (a) State or Country of Incorporation: Texas
(b) If changed, Period of Duration: No Change

3. (a) If changed, Purpose or Purposes proposed to be pursued in transacting business in this State:
(If not sufficient space to cover this point, use reverse side or add one or more sheets of this size.)

EXPEDITED

MAY 28 1999

SECRETARY OF STATE

4. This application is accompanied by a copy of the articles of Amendment to the Articles of Incorporation, if any, as evidence of any change of name, duration or purpose reported herein, such copy being duly authenticated by the proper officer of the state or country wherein the corporation is incorporated, which certification is not more than ninety (90) days old. The filing fee for the certified copy of the Articles of Amendment is \$25 unless the amendment acts as a restatement of the Articles of Incorporation, in which case the filing fee is \$100. In the event the statutory change was effected in a merger, a certified copy of the merger is required, plus applicable fee.

5. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated 5-24, 99
(Month/Day) (Year)
attested by Carol S. Hilburn
(Signature of Secretary or Assistant Secretary)
Carol S. Hilburn, Assistant Secretary
(Type or Print Name and Title)

7-ELEVEN, INC.
(Exact Name of Corporation)
by [Signature]
(Signature of President or Vice President)
RICK UPDYKE VICE PRESIDENT
(Type or Print Name and Title)

C-196.8

(IL023 - 2/11/99) CTB:pm

BOX 170



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			
NAIC #			
INSURED 7-Eleven, Inc. 3200 Hackberry Road Irving TX 75063 USA	INSURER A:	ACE American Insurance Company	22667
	INSURER B:	Lloyd's Syndicate No. 2003	AA1128003
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 570090257730 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMPIOP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO <input type="checkbox"/>						BODILY INJURY (Per person)
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						PROPERTY DAMAGE (Per accident)
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/>			CSUSA2102651	10/01/2021	10/01/2022	EACH OCCURRENCE \$500,000
	DED <input checked="" type="checkbox"/> RETENTION <input type="checkbox"/>			SIR applies per policy terms & conditions			AGGREGATE \$500,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH <input type="checkbox"/>
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE-POLICY LIMIT
A	Liquor Liab Cvg			HDOG71453558	01/01/2021	01/01/2022	Occurrence \$500,000
				Liquor Liab Cvg			Aggregate \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Loc. 41599H / 2392 S. Wolf Rd., Des Plaines, IL 60018, Ref: Liquor License Dates: 6/30/2021 - 6/30/2022.

CERTIFICATE HOLDER

CANCELLATION

City of Des Plaines Village Clerk or Liquor Control Commissioner 1420 Miner Street Des Plaines IL 60016 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>

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ACORD 25 (2016/03)

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Verify that all of your Illinois Business Authorization information is correct.

Verify that the information below correctly represents your business location. In particular, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you have registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

**Des Plaines
Cook County**

For all other corrections, contact our Central Registration Division at 217 785-3707.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.** Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

7-ELEVEN INC

DBA: 7-ELEVEN #41599H

2392 S WOLF RD
DES PLAINES IL 60018-1936

Loc. Code: 016-0015-1-011

Des Plaines
Cook County

Certificate of Registration

Expiration Date:
4/30/2022

Sales and use taxes and fees

(1817-5716)

ILLINOIS REVENUE

[Signature]
Director

Issued Date: 09/22/2021

OFFICIAL DOCUMENT



FIRE DEPARTMENT

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

MEMORANDUM

Date: November 15, 2021
To: Michael Bartholomew, City Manager
From: Daniel Anderson, Fire Chief *DA*
Subject: Purchase of RIT Extrication Equipment

Issue: The Fire Department recently replaced our aged hydraulic extrication tools with modern electric extrication tools, commonly referred to as E-Tools. After the equipment was received and placed into service, the Foreign Fire Insurance Tax Board (“FFIB”) received a request to purchase a tool that will complement the new E-Tools. The FFIB received a request to fund two (2) Rapid Intervention Tools which are designed for rapid entry into buildings or situations where rapid access may be necessary not involving vehicles. The FFIB considered the request at its October meeting and then followed up with a full membership vote on the request. The overall membership overwhelmingly voted to approve the purchase. The request was then forwarded to me for consideration.

Analysis: Upon review of the request and the intended use for the tools, Command Staff looked at how the tools would be incorporated into the operations of the department. Staff concurs the requested tools would be useful, incorporate into the operations very well and be an excellent addition to compliment the recent E-Tool purchase authorized earlier this year by the City Council.

The Fire Department previously conducted an evaluation of the four major extrication tool companies as part of the previous E-Tool purchase. Genesis Rescue Systems tools were determined to be the most appropriate for our operations. The manufacturer of Genesis Rescue Systems has a number of authorized dealers throughout the country and are part of the Houston Galveston Area Cooperative (“HGAC”). Equipment Management Company (“EMC”) has provided a price for the compliment of tools the Fire Department is seeking to purchase in the amount of \$23,830.00 and is the regional distributor of Genesis Rescue Systems. The pricing EMC has offered is consistent with or lower than the pricing structure of their HGAC agreement. The EMC price does include an estimated shipping cost, however there may be additional shipping costs.

The Foreign Fire Insurance Tax Board (FFIB”) has approved funding not to exceed \$24,500 to be used towards the purchase of the RIT extrication equipment.

Recommendation: I recommend the City Council waive the bidding process and approve the purchase of Genesis Rescue Systems extrication tools from Equipment Management Company of Channahon, Illinois for an amount not to exceed \$24,500 including shipping. The FFIB will fund the entire amount not to exceed \$24,500 and the City will not have a required contribution.

Attachments:

Attachment 1 - FFIB Approval Document
Attachment 2 - Equipment Quote
Resolution R-195-21

#473

Des Plaines Foreign Fire Insurance
Tax Board
Department Approval Form

In accordance with City of Des Plaines Ordinance M-6-96, Section (C), "All expenditures by the Board shall be in accordance with all City of Des Plaines ordinances (see Ordinance M-7-96), concerning the expenditures of monies." Ordinance M-6-96, Section 2-12-14, (G) states, in part, "Any expenditures made by the treasurer, pursuant to the order of the Board shall be solely for maintenance, use and benefit of the Des Plaines Fire Department."

On 10/12/21 the Des Plaines Foreign Fire Insurance Tax Board in conjunction with a membership vote, YES ☒ NO ☐, approved the purchase of
Item # 473 Genesis EFORCE RIT Tool
membership approval YES-64 vs. NO-5
In the amount of \$24,500.

This item and/or service is to be located at Fire Station(s) # _____.

This item and/or service is to be placed on apparatus # T61 + 563

If costs such as maintenance agreements, supplies or monthly service charges etc., are associated with this purchase, the (check one) ☒ Department ☐ Foreign Fire Insurance Tax Board, will be responsible for ongoing costs.

Approved ☒ Denied ☐ Dan Anderson Date 11-3-21
Dan Anderson, Fire Chief

If applicable, reason for Chief's denial of item(s) and/or service into Fire Station(s):

Please attach copies of (3) proposals or copies of all qualified bids received (if amount is in excess of \$15,000).

If less than (3) proposals or bids are obtained, please state reason(s): _____

If lowest bid(s) are not accepted, please state reason(s): _____

11/9
J. Gore
Board Member Signature

D. Kincaid
Board Member Signature

Des Plaines Fire Department

Foreign Fire Tax Expenditure Proposal Form

The following form must be completed and submitted for any and all expenditures proposed by members of the Des Plaines Firemen's Association and will be evaluated for compliance and adherence to the parameters expressed by state law, specifically Chapter 24, paragraph 11-10-2:

"As part of the annual municipal audit, these funds shall be audited to verify that these purchases are for the maintenance, use, and benefit of the department."

Fillable Form or Print

Date: September 21, 2021

Proposed by: Joe Mordell

Nature of Expenditure: ☒ Firefighting / EMS needs
☐ In-Station / Personnel needs
☐ Other

Brief Explanation of Expenditure:

Asking Foreign Fire to purchase (2) Genesis EFORCE RIT Tools, (2) sets of RIT tips, (4) 5.0 amp hour M28 batteries, and shipping. These tools will supplement the (8) new Genesis EFORCE tools we have bought for our fire apparatus.

Goal and/or Objective:

These tools are primarily designed for quick and efficient forcible entry. These tools are much lighter and faster than their larger counterparts at forcible entry. The Tower Ladder and Squad Company will receive these tools (with DPFDD Operations approval), and could free up 1 or both large EFORCE combination tools for other rigs (R63?/E62?).

RIT Tool uses

1. Inward/outward swinging residential/commercial doors
2. Chains/padlocks
3. Man-in-machine entanglements
4. Lifting up to 11.2 inches
5. Light extrication
6. Burglar/Security bars on windows

Foreign Fire Tax Expenditure Proposal Form – continued

Please provide at least three (3) estimates showing both cost and provider:

1. Kevin Sears -- Genesis Tool Salesman (See Attached)

2. N/A

3. N/A

If less than three, please explain: (for example, Sole supplier)
Genesis is the sole supplier of EFORCE tools.

Detail any maintenance, service or repair contracts or warranty information and associated costs.

Kevin Sears told me in an email that the maintenance, service, and repairs would be included with the other EFORCE tools we purchased.


Discuss and/or explain how this expenditure is "... for the maintenance, use and benefit" of the Des Plaines Fire department.

These tools would benefit the DPFDF by increasing the forcible entry capabilities of the Tower Ladder and Squad Company, while possibly freeing up other EFORCE tools to be put on other apparatus.

Additional information: Please add or attach any supportive documentation, i.e. photos, drawings, correspondence, etc., for consideration by the committee.

Please see attached documents.

IMPORTANT: Incomplete forms will NOT be considered.

Signature:  Date: September 22, 2021

SUBMIT FORM

Genesis RIT Tool

EFORCE



- Proposed to be purchased to supplement our new EFORCE hydraulic tools on Tower 61 and Squad 63.
- Smallest/lightest combination tool on the market.
 - 15lbs (32%) lighter than our large combination tools (17C-SL3).
- With the RIT tips --- ideal for **forcible entry**.
 - Inward/outward swinging doors
 - Padlocks
 - Chains
 - Hood latches on vehicles
 - Security/Burglar bars
 - Windows
 - Lifting to 8 inches
- If purchased, could free up a large combination tool to be put on Engine 62 and/or Rescue 63.



Sales Order B59025-B

Order Date 11/15/21

22824 West Winchester Dr
Channahon, IL 60410 USA

Customer **DESPLA**

Phone: 815/467-8762

Fax: 815/467-8763

www.emcfire.com

Bill To:

DES PLAINES FIRE DEPT.
405 S. RIVER ROAD
DES PLAINES, IL 60016
USA

Ship To:

DES PLAINES FIRE DEPT.
405 S. RIVER ROAD
DES PLAINES, IL 60016
USA

THIS IS A BID/ESTIMATE

Customer		Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
DESPLA		BEST WAY	ORIGIN	1% 10, Net 20 Days		KSEA	
Quantity		Item Number		Unit of Measure	Required Date	Unit Price	Extended Price
Order	Ship	B.O.	Item Description	Discount %	Tax		
2.00	0.00	ONSITE	MISC EACH 09/14/21 GENESIS 11c eFORCE COMBINATION TOOL RIT W/EXTRICATION TIPS	10995.00	N		21990.00
4.00	0.00	ONSITE	MISC EACH 09/14/21 RAPID INTERVENTION AND FORCIBLE ENTRY TIPS FOR 11C TOOL	285.00	N		1140.00
1.00	0.00	ONSITE	MISC EACH 09/14/21 FREIGHT ESTIMATED NOT TO EXCEED	250.00	N		250.00
2.00	0.00	ONSITE	MISC EACH 09/14/21 MILWAUKEE SPARE M28 5ah BATTERY	225.00	N		450.00
2.00	0.00	ONSITE	MISC EACH 09/14/21 MILWAUKEE SINGLE BAY CHARGERS- NO CHARGE	0.00	N		0.00
Non Taxable Subtotal							23830.00
Taxable Subtotal							0.00
Tax							0.00
Total Order							23830.00

Tips are sold separately :

RIT Tips - ART.109.685.9

Brute Tip - ART.386.732.3

Spot Weld Tip - ART.105.189.6



Shown with RIT tips

11C-RIT3 EFORCE

Part Number: ART.109.337.7

Length (mm/in)	824	32.4
Width (mm/in)	192	7.6
Height (mm/in)	241	9.5
Weight (kg/lbs)	14.9	32.8
Cutting Opening (mm/in)	285	11.2
Spreading Width (mm/in)	215	8.5
Pulling Distance (mm/in)	276	10.9
Ingress Protection Rating	IP54	IP54
Highest Spreading Force (kN/lbf)	30	6,750
Lowest Spreading Force (kN/lbf)	26	5,850
Highest Pulling Force (kN/lbf)	41	9,225
Lowest Pulling Force (kN/lbf)	35	7,875
NFPA Cut Rating	A6-B7-C6-D7-E7	A6-B7-C6-D7-E7
Nominal Pressure (bar/psi)	700	10,000

Images and Specifications are subject to change without notice

CITY OF DES PLAINES

RESOLUTION R - 195 - 21

**A RESOLUTION APPROVING THE PURCHASE OF
GENESIS RESCUE SYSTEMS RAPID INTERVENTION
EXTRICATION TOOLS FROM EQUIPMENT
MANAGEMENT COMPANY.**

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 Fire Department has identified the need to purchase certain Genesis Rescue System Rapid Intervention Extrication tools ("***Equipment***"); and

WHEREAS, the Equipment is entirely compatible with extrication equipment the City recently purchased from the Vendor; and

WHEREAS, City staff researched pricing for the Equipment, including prices offered through HGACBuy, a national purchasing cooperative; and

WHEREAS, City staff obtained a quote from Equipment Management Company in Channahon, Illinois ("***Vendor***") in the not to exceed amount of \$24,500 for the Equipment, which beats the lowest price available from HGACBuy; and

WHEREAS, the Vendor is the regional distributor of the Equipment; and

WHEREAS, the Des Plaines Foreign Fire Insurance Tax Board ("***Foreign Fire Insurance Tax Board***") has approved sufficient funding for the purchase of the Equipment; and

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

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

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

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

SECTION 3: APPROVAL OF PURCHASE. The City Council hereby approves the purchase of the Equipment from the Vendor in a total not-to-exceed amount of \$24,500.

SECTION 4: AUTHORIZATION OF PURCHASE. The City Council authorizes and directs the City Manager and the City Clerk to execute and seal documents approved by the General Counsel, and the Foreign Fire Insurance Tax Board and the City Manager to make payments necessary to complete the purchase of the Equipment from the Vendor in a total not-to-exceed amount of \$24,500.

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Res Approving Purchase Contract for FD RIT Extrication Equipment 2021



MEDIA SERVICES

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5312
desplaines.org

MEMORANDUM

Date: November 30, 2021

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

From: Jennie Vana, Media Services Director *JV*

Subject: Resolution Approving a First Amendment to the Contract with Key Code Media, Inc. for Media Services Control Room Upgrades

Issue: The City desires to modify its contract with Key Code Media, Inc. – Illinois from \$61,625 to \$83,068.95 to cover costs associated with relocating the Control Room from the fourth floor to the second floor.

Analysis: The City Council awarded a contract in October 2021 to Key Code for Phase 1 of the Media Services Control Room Upgrades to replace the switcher (Tricaster) “brains” of the production facility, along with other necessary integration equipment (router, monitors, etc). This vendor was the lowest responsive bidder to Requests for Proposals (RFP) for this work.

Additional analysis revealed that the second floor – which previously housed the 911 Dispatch Center and is currently vacant - would be a more suitable location for the Media Services Control Room. The space that housed the 911 server room has an independent cooling system, which is also required for the control room.

Key Code provided a proposed change order in the amount of \$21,443.95. This Resolution amends the contract to cover the additional costs to relocate to the second floor.

Recommendation: I recommend City Council approve this Resolution approving a first amendment to the Contract with Key Code Media, Inc. for Media Services Control Room Upgrades to a total agreement amount of \$83,068.95 to be funded from Media Services/Contractual Services, and approve the attached Professional Services Agreement between the City and Key Code Media.

Attachments:

Resolution R-202-21

Exhibit A – First Amendment to the Agreement between the City of Des Plaines and KeyCode Media, Inc for Control Room Upgrades

CITY OF DES PLAINES

RESOLUTION R - 202 - 21

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH KEYCODE MEDIA, INC. FOR THE PURCHASE AND INSTALLATION OF MEDIA SERVICES CONTROL ROOM PRODUCTION EQUIPMENT UPGRADES.

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 October 4, 2021, the City Council adopted Resolution No. R-155-21, which approved an agreement ("**Agreement**") with KeyCode Media, Inc. ("**Consultant**") for the purchase and installation of certain production equipment upgrades in the Media Services Control Room in the total not-to-exceed amount of \$61,625.00; and

WHEREAS, the City has determined that the second floor, which previously housed the 911 Dispatch Center and is currently vacant, would be a more suitable location for the Media Services Control Room; and

WHEREAS, Consultant submitted a proposal for the purchase and installation of the additional equipment necessary to relocate the Media Services Control Room to the second floor ("**Additional Services**") in the amount of \$21,443.95; and

WHEREAS, the City desires to amend the Agreement to procure the Additional Services from the Consultant at the price proposed ("**First Amendment**"), which will result in a total Agreement amount of \$83,068.95; and

WHEREAS, the City has appropriated sufficient funds in the Media Services budget to procure the Additional Services; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the First Amendment to the Agreement with Consultant;

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

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

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

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

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

DEPUTY CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement with KeyCode Media Inc. for Media Services Control Room Upgrades

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DES
PLAINES AND KEYCODE MEDIA, INC. FOR THE PURCHASE AND
INSTALLATION OF MEDIA SERVICES CONTROL ROOM PRODUCTION
EQUIPMENT UPGRADES**

THIS IS A FIRSTAMENDMENT (“*First Amendment*”), dated as of _____, 2021, to that certain City of Des Plaines Agreement for the Purchase and Installation of Media Services Control Room Production Equipment Upgrades (“*Agreement*”), between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation (“*City*”), and **KEYCODE MEDIA, INC.** (“*Consultant*”).

In consideration of the mutual covenants set forth in this First Amendment, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant agree as follows:

SECTION 1. BACKGROUND.

A. On October 4, 2021, the City Council approved the Agreement for the purchase and installation of certain equipment for the City’s Media Services Control Room (collectively, “*Services*”); and

B. Section 1.A provides that the Services are described in the Scope of Services attached to the Agreement as Exhibit A and Proposal attached to the Agreement as Exhibit B (collectively, “*Scope of Services*”).

C. Section 2.A of the Agreement provides that the total amount billed under the Agreement shall not exceed \$61,625.00 (“*Compensation*”).

D. Section 10.A of the Agreement provides that no amendment or modification to the Agreement is effective unless it is in writing and agreed to by the City and Consultant.

E. The City has determined that the Media Services Control Room should be moved from the fourth floor of City Hall to the second floor, which necessitates additional Services from the Consultant as set forth on the Floor Relocation Change Order attached to this First Amendment as **Attachment A**.

F. Pursuant to Section 8.A of the Agreement, the City and the Consultant desire to amend Sections 1.A and 2.A of the Agreement to add the Additional Services to the Scope of Work and increase the Compensation by \$21,443.95 to \$83,068.95 in accordance with the provisions of this First Amendment;

SECTION 2. DEFINITIONS.

All capitalized words and phrases used throughout this First Amendment have the meanings set forth in the various provisions of this First Amendment. If a word or phrase is not specifically defined in this First Amendment, it has the same meaning as in the Agreement.

SECTION 3. AMENDMENTS TO THE AGREEMENT.

A. Section 1.A of the Agreement is hereby amended as follows (**additions are bold, double-underlined**; ~~deletions are struck through~~):

“**Services.** The City hereby engages the Vendor to provide the services described on the Scope of Services attached to and made a party of this Agreement as *Exhibit A* (“*Scope of Services*”) and the equipment listed on the Proposal attached to and made a part of this Agreement as *Exhibit B* (“*Proposal*”) **and the Change Order Floor Relocation Proposal attached to and made a part of this Agreement as Exhibit C (“Floor Relocation Proposal”)** in order to upgrade the production equipment in the City’s Media Services Control Room (collectively, the “*Services*”). The Vendor must provide the Services pursuant to the terms and conditions of this Agreement.”

B. Section 2.A of the Agreement is hereby amended as follows (**additions are bold, double-underlined**; ~~deletions are struck through~~):

“**Compensation.** The total amount billed by the Consultant for the Services under this Agreement will not exceed **\$83,068.95** ~~\$61,625.00~~ (“*Compensation*”) as outlined in the Proposal **and the Floor Relocation Proposal** without the prior written authorization of the City.

SECTION 4. EFFECT.

All terms, conditions and provisions of the Agreement, including the Payment Schedule, that are not specifically amended, modified, or supplemented by this First Amendment shall remain unchanged and in full force and effect as if fully set forth herein. In the event of a conflict between the text of the Agreement and the text of this First Amendment shall control.

SECTION 5. REPRESENTATIONS.

A. **By City.** The City hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so by the City Council of the City of Des Plaines; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms.

B. **By Consultant.** The Consultant hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have full authority to bind the Consultant to the obligations set forth in this First Amendment and to so act on behalf of the Consultant; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the Consultant enforceable in accordance with its terms.

SECTION 6. COUNTERPART EXECUTION.

This First Amendment may be executed in several counterparts, each of which, when executed, will be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Contract as of the day and year first above written.

CITY:

CITY OF DES PLAINES, an Illinois home rule municipal corporation

ATTEST:

By: _____
Jessica M. Mastalski
City Clerk

By: _____
Michael Bartholomew
City Manager

CONSULTANT:

KEYCODE MEDIA, INC. an Delaware corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

#37118768_v1

Key Code Media, Inc. - Illinois
1201 Wiley Road
Suite 100
Schaumburg, IL 60173
224-231-4866
www.keycodemedia.com



CHANGE ORDER Floor Relocation

Quote # JC218643 Version 1

Prepared for:
City of Des Plaines

Prepared by:
John Connolly

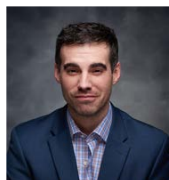
Equipment

No.	Part #	Manufacturer	Description	Qty	Price	Ext. Price
1	Edit Sutie - GCX-W with R-Hand Return		GCX-Continuum Console To Include:(1) - Shallow Countertop Section with High Pressure Laminate and T-Molded Edge(2) - FC-GCX-C2 2-Bay X-Chassis with Countertop, Rear Rail, and Support Leg(2) - FC-GCX-F1 1 Bay Countertop Insert(2) - FC-GCX-T4 Removable	1	\$10,091.00	\$10,091.00
2	FC-AA-0313		Rail Mounted Fully Articulating Arm Offers 1 Touch Height and Position Adjustment 16" Vertical range and a 24" horizontal range Fits Monitors with VESA 75mm and 100mm Pattern Weight Range (3-13 Lbs/ Monitor) Screen Size Up To 32" Wide	3	\$292.00	\$876.00
3	FC-PS-14-Speaker		Rail Mounted Single Post Arm w/Speaker Platform 14" Tall Pole Manual Height Adjustment Support Arm Can Extend 3"-14" From Pole Weight Range (20 Lbs / Speaker	2	\$319.00	\$638.00
4	FC-PS1415		Standard PDU 36" Long With 14 NEMA 5-15R 120V Outlets and a 15' NEMA 5-15PInput Cord	3	\$183.00	\$549.00
5	ETALU-NEW	PEERLESS	Peerless-AV ETALU Full-Motion Wall Mount for 42 to 75" Displ	1	\$79.95	\$79.95
6	VHUB/WSC/PRO	Blackmagic Design Pty. Ltd	Blackmagic Design Videohub Smart Control Pro	1	\$629.00	\$629.00
7	KCM-MAT		Materials	1	\$482.00	\$482.00
8	TSPRO-15		Rack Tear Down / Move Gear / Rack Build / Console Set Up / Monitor Mounting	4	\$1,395.00	\$5,580.00
9			***OPTIONAL - Required if adding feeds to WOW Channel 6 & 14***			
10	CONVNTRM/BA/SDI AN	Blackmagic Design Pty. Ltd	Blackmagic Design Teranex Mini - SDI to Analog 12G SD Card - Functions: Signal Conversion - 4096 x 2160 - NTSC, PAL - Network (RJ-45) - PC, Mac - Rack-mountable	2	\$439.00	\$878.00
11	CONVNTRM/YA/SM TPN	Blackmagic Design Pty. Ltd	Blackmagic Design Teranex Mini Video Signal Converter Smart Panel - 5.5" Width x 1.8" Height	2	\$74.00	\$148.00
12	CONVNTRM/YA/RS H	Blackmagic Design Pty. Ltd	Blackmagic Design Teranex Mini Rack Shelf - For Media Converter - 1U Rack Height x 19" Rack Width - Rack-mountable	1	\$91.00	\$91.00

Subtotal: \$20,041.95

CHANGE ORDER Floor Relocation

Prepared by:



Key Code Media, Inc. - Illinois
 John Connolly
 224-231-4863
 jconnollyjr@keycodemedia.com

Bill To:

City of Des Plaines
 1420 Miner Street
 Des Plaines, IL 60016
 Mike Bartholomew
 847-391-5327
 mbartholomew@desplaines.org

Ship To:

City of Des Plaines
 1420 Miner Street
 Des Plaines, IL 60016
 Jeffrey Carlstone
 847-391-5327
 jcarlstone@desplaines.org

Quote Information:

Quote #: JC218643
 Version: 1
 Delivery Date: 12/07/2021
 Expiration Date: 12/31/2021
 Terms: Net 30 Days, PO
 Required

Quote Summary

Description	Amount
Equipment	\$20,041.95
Subtotal:	\$20,041.95
Shipping:	\$1,402.00
Total:	\$21,443.95

This Sales Quote ("SO") incorporates the Terms and Conditions found at <http://www.keycodemedia.com/terms/salesorder> ("T&C") and constitutes an offer or counter-offer, as applicable, by Key Code Media, Inc. or Burst Communications ("Seller"). This SO, including the T&C incorporated therein, shall become binding on the buyer listed herein ("Buyer") on the earliest of Buyer's: (i) acknowledgement hereof; or (ii) receipt of any goods and/or services ordered hereunder. No Buyer acknowledgement form, purchase order, or other document shall modify the SO or the T&C.

Key Code Media, Inc. - Illinois

City of Des Plaines

Signature: _____



Name: John Connolly

Title: VP of Sales

Date: 12/07/2021

Signature: _____

Name: Michael Bartholomew

Date: _____



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: December 8, 2021

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

From: Tom Bueser, Superintendent of General Services *TB*

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

Subject: Downtown Landscape Maintenance - Renewal Term

Issue: The 2022 budget includes funding for contractual landscape maintenance services which includes mowing, hardscape weeding, and irrigation repairs within the downtown area.

Analysis: The City approved a one-year contract with Beary Landscaping, Inc. for 2020 landscape maintenance services on January 6, 2020. The contract includes two additional one-year renewal terms upon successful completion. The contract specifications include:

- Landscape Maintenance includes mowing and hardscape weeding.
- Perennials and Annuals include installation and maintenance of planting beds and raised planter pot annual rotations.
- Irrigation Systems include start-up and winterization for all irrigation systems.

This will be the second and final renewal term for this contract. The expenditure must be approved by the City Council annually based on appropriated and budgeted funds for the current fiscal year. The 2022 contractual price of \$130,336 represents an increase from the prior years' service of approximately 1.6%.

Recommendation: We recommend approval of the second renewal term of the Downtown Landscape Maintenance Services contract with Beary Landscaping, Inc., 15 E. University Drive, Arlington Heights, IL, 60004 in the annual amount of \$130,336. Source of funding will be from the General Fund Street Maintenance Miscellaneous Contractual Services account (100-50-530-0000.6195).

Attachments:

Resolution R-203-21

Exhibit A – Beary Landscaping, Inc. Second Renewal

CITY OF DES PLAINES

RESOLUTION R - 203 - 21

**A RESOLUTION APPROVING THE SECOND RENEWAL
OF A CONTRACT WITH BEARY LANDSCAPING, INC.
FOR DOWNTOWN LANDSCAPE MAINTENANCE.**

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 January 6, 2020, the City Council approved Resolution No. R-15-20, approving a contract ("**Agreement**") between the City and Beary Landscaping, Inc. ("**Contractor**") for the performance of landscape maintenance and irrigation systems maintenance in the City's Downtown ("**Work**"); and

WHEREAS, the Contract provides that the City and Contractor may mutually agree to renew the Contract for two additional one-year terms; and

WHEREAS, on January 4, 2021, the City Council adopted Resolution R-3-21, approving a renewal of the Agreement for a one-year renewal term ("**First Renewal**"); and

WHEREAS, the First Renewal expires on March 31, 2022; and

WHEREAS, the City has been satisfied with the performance of Contractor and the Work provided by Contractor and has determined that the City will not benefit from switching landscape maintenance contractors at this time; and

WHEREAS, the City desires to enter into a second renewal of the Agreement for an additional one-year term commencing April 1, 2022 and ending March 31, 2023 in the not-to-exceed amount of \$130,336 ("**Second Renewal**"); and

WHEREAS, the City has appropriated funds in the General Fund Street Maintenance Account for the procurement of the Work; and

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

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

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

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

SECTION 3: AUTHORIZATION OF SECOND RENEWAL. 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 Second Renewal only after receipt by the City Clerk of at least two executed copies of the Second Renewal from Contractor; provided, however, that if the City Clerk does not receive such executed copies of the Second Renewal from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Second Renewal 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 _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Second Renewal of Contract with Beary Landscaping

**SECOND RENEWAL OF THE CONTRACT FOR
DOWNTOWN LANDSCAPE MAINTENANCE
BETWEEN THE CITY OF DES PLAINES
AND BEARY LANDSCAPE MANAGEMENT, INC.**

THIS SECOND RENEWAL is made and entered into as of the ____ day of _____, 2021, by and between the City of Des Plaines, an Illinois home rule municipal corporation ("**Owner**"), and Beary Landscape Management, Inc. ("**Contractor**"). In consideration of the recitals and mutual covenants and agreements set forth in this Second Renewal, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

Section 1. Recitals.

A. The Owner and the Contractor entered into that certain "Contract for Landscape Maintenance for TIF 1 District" dated as of January 4, 2020 ("**Contract**"), under which Contract the Owner agreed to procure from the Contractor certain work, including the performance of landscape maintenance and irrigation systems maintenance in the City's Downtown, all as more fully described in the Contract and the attachments thereto (collectively, "**Work**"), and the Contractor agreed to complete the Work for the Owner.

B. Section 3 of the Contract provides that prior to the termination of the then-current term, the Owner and the Contractor may renew the Contract for an additional one-year term by executing a written agreement; provided, however, that the Owner and the Contractor may not renew the Contract for more than two one-year terms after the expiration of the Initial Term described in Section 3 of the Contract.

C. The Initial Term expired on December 20, 2018.

D. On January 4, 2021, the Owner and the Contractor renewed the Contract for a one-year renewal term that will terminate on March 31, 2022 ("**First Renewal**").

D. The Owner and the Contractor desire to renew the Contract for a second one-year renewal term that will terminate on March 31, 2023 ("**Second Renewal Term**") in accordance with the provisions, terms, and conditions of this Second Renewal.

Section 2. Definitions.

All capitalized words and phrases used throughout this Second Renewal have the meanings set forth in the various provisions of this Second Renewal. If a word or phrase is not specifically defined in this Second Renewal, it has the same meaning as in the Contract.

Section 3. Second Renewal of the Contract.

Pursuant to Section 3 of the Contract, the Owner and the Contractor hereby renew the Contract for the Second Renewal Term. During the Second Renewal Term, the City will pay the Contractor for the Work in accordance with the schedule of prices attached to, and by this reference made a part of, this Second Renewal as **Exhibit 1**.

Section 4. Effect.

All terms, conditions and provisions of the Contract that are not specifically amended, modified, or supplemented by this Second Renewal shall remain unchanged and in full force and effect as if fully set forth herein. In the event of a conflict between the text of the Contract,

the First Renewal, and the text of this Second Renewal, the text of this Second Renewal shall control.

IN WITNESS WHEREOF, the parties have caused this Second Renewal to be executed by their duly authorized representatives.

ATTEST:

CITY OF DES PLAINES

City Clerk

Michael G. Bartholomew, City Manager

Date:_____

Date:_____

APPROVED AS TO FORM ONLY

WITNESS:

Des Plaines General Counsel Dated

**BEARY LANDSCAPE MANAGEMENT,
INC.**

By:_____

By:_____

Date:_____

Date:_____

Exhibit 1

CITY OF DES PLAINES

CONTRACT FOR

2020 Downtown Landscape Maintenance

Full Name of Bidder Beary Landscape Management ("Bidder")
Principal Office Address 15001 159th Street Lockport IL 60491
Local Office Address 1308 Rand Rd Des Plaines IL 60016
Contact Person Brian Shelton Telephone Number 312-919-1384

TO: City of Des Plaines ("Owner")
1420 Miner Street
Des Plaines, Illinois 60016
Attention: Tom Bueser

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE [if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the Downtown Landscape Maintenance within the City (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition

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

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to

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all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, the See Attachment A.

2020 TOTAL CONTRACT PRICE (in numbers):

\$ 126,089.00

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Bidder will invoice Owner for all Work completed, and Owner will pay Bidder all undisputed amounts no later than 45 days after receipt by Owner of each invoice.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this

Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence work ***not later than April 1, 2020 (weather dependent), provided that Bidder shall have furnished Owner all bonds and all insurance certificates specified in the Contract/Proposal, and shall end on the December 15, 2020 (weather dependent)*** the "Completion Date".

The Owner will have the right to renew this Contract/Proposal for two additional one-year renewal terms (each, a "Renewal Term") by providing Bidder with written notice of renewal at least 60 days prior to the expiration of the Term or the applicable Renewal Term. Owner may terminate this Contract/Proposal at its convenience by providing Bidder 30 days advance written notice thereof. At all times during the Term and any Renewal Term, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work in accordance with this Contract/Proposal, as directed by Owner, and more fully described in Attachment A.

If, at any time during the term of the Contract, the Owner determines that the Work is not being completed by Bidder in full compliance with specifications and as required by or pursuant to this Contract, then Owner may, after providing Bidder with notice of such deficiency in performance and providing Bidder with one (1) business days to cure such deficiency, invoke its remedies under this Contract or may, in Owner's sole and absolute discretion, permit Bidder to complete the Work but charge to Bidder, and deduct from any payments to Bidder under this Contract, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the following per diem administrative charge, as well as any additional damages caused by such delay:

Per Diem Administrative Charge:

\$ 250.00 per day/occurrence

A second occurrence of a specific deficiency in performance shall automatically trigger Bidder's obligation to pay the Per Diem Administrative Charge. Any Per Diem Administrative Charges assessed against Bidder will be deducted from any funds owed by Owner to Bidder.

4. Financial Assurance

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after Owner's acceptance of this Contract.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates and

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policies of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.
Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within **[two]** years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified

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classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience minimum of 5 years, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11, including, without limitation, that Bidder and all of Bidder's subcontractors have an active apprenticeship and training program approved and registered with the United States Department Labor Bureau of Apprenticeship and Training for each of the trades that will perform Work under this Contract.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

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By submitting this Contract proposal in response to this Invitation to Bid, Bidder hereby represents, warrants, and certifies that:

- ☐ Bidder has carefully examined and read the ITB and all related documents in their entirety.
- ☐ Bidder has attended the pre-bid meeting.
- ☐ The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- ☐ Bidders has provided a list of client references with a minimum of 4 municipal references..
- ☐ Bidder has fully completed the entire Contract form, including the Total Contract Price.
- ☐ Bidder has submitted a certified check or bid bond, as required by the Instructions to Bidders (see *Preparation of Contract Proposals* section on Instructions to Bidder page)
- ☐ Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. NONE **[BIDDERS MUST INSERT ALL ADDENDA NUMBERS]**, has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- ☐ Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: 12-18, 20 19.

Bidder's Status: () Illinois Corporation () _____ Partnership () Individual Proprietor
(State) (State)

Bidder's Name: Beary Landscape Management

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

Date: 12-18-19

(corporate seal)
(if corporation)

Printed Name:

Brian Shelton

Title/Position:

Sales/Account Manager

Bidder's Business Address: 1308 Rand Rd Des Plaines IL 60016

Bidder's Business Telephone: 847-768-9800 Facsimile: 847-768-9801

If a corporation or partnership, list all officers or partners:

NAME	TITLE	ADDRESS
Brian Beary	President	15001 159th Street Lockport IL 60491

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ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines ("Owner") as of _____, 20____.

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

CITY OF DES PLAINES

Signature: _____

Printed name: Michael G. Bartholomew

Title: _____

#12787998_v1

ATTACHMENT A

City of Des Plaines Landscape Maintenance for TIF 1 District STANDARD SPECIFICATIONS

The following provides detail regarding the services included in this contract. The following detailed scope describes the requirements the City desires in a bid for this project. It may not be all inclusive of the tasks required to complete the project in a high-level manner as described below.

Duration of Contract

The City of Des Plaines will award a one year contract for Landscape Maintenance for TIF 1 District that will begin as weather permits, however not after April 1, 2020 and end on December 15, 2020 (weather permitting). Upon successful completion of the contract, up to two renewals of the contract can be awarded. The contract is set up into four sections:

- A. Landscape Maintenance
 - 1. Downtown Area Landscape Maintenance
- B. Perennial and Annual Installation and Maintenance
 - 1. Downtown Area Planters
 - 2. Downtown Area Landscape Beds
- C. Irrigation system
 - 1. Start –Up and Winterization
 - 2. Maintenance During Season

2. Work Hours

Gas powered lawn maintenance equipment may only be operated Monday through Friday 7:00 a.m. to 7:00 p.m. and Saturday 8:00 a.m. to 4:00 p.m. The equipment includes gasoline powered lawn mowers, leaf blowers, trimmers or any other powered landscape maintenance equipment.

A schedule will be coordinated on all contract areas with City staff. The schedule will ensure that work will not conflict with public use. No work is permitted on Sundays or City holidays.

3. Quality Assurance

- 1. Work shall be performed in a professional, workmanlike manner using the highest quality materials and equipment.
- 2. Weekly Landscape Maintenance checklists form noting completed work must be submitted in person, faxed, or emailed to City staff each week by to confirm all work completed. This includes seasonal planting material quantities, dates/hours of supplemental watering, dates/hours/materials for irrigation repairs, and dates/hours for supplemental maintenance. Contractor shall only be paid

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for actual work completed.

3. All Landscape Maintenance procedures will conform to accepted horticulture practices.
4. All crew members shall wear uniforms and conduct themselves in a professional manner.
5. The winning bidder shall have a company representative available to regularly meet with City staff to discuss the contract's progress. The representative is required to meet with a City representative before the contract begins in April. The meeting will ensure the winning bidder is clear on scheduling, contract provisions and site locations.
6. All bidders shall submit 5 references with a minimum of 4 municipal references attached to bid packet.

Part 1—Landscape Maintenance

A. TIF 1 Downtown Area

The Downtown area map is attached which includes five zones. All zones are marked with greenspaces/planting beds. Bidders are expected to complete the pricing table and transfer totals to the Schedule of Prices at the end of this attachment.

A list of general areas for Landscape maintenance work are:

Zone 1—Area bounded by Pearson St. to the east; Lee St. to the west; Miner St. to the south and north end of Metropolitan Square to the north.

Zone 2—Area bounded by River Rd. to the east; Pearson to the west; Prairie Ave to the south and Miner St. to the north.

Zone 3—Area bounded by Pearson St. to the east; Lee St. to the west; Prairie Ave to the south and Miner St. to the north.

Zone 4—Miner St. north & south sides from Graceland to Pearson St.

Zone 5—Area bounded by Lee St. to the east; Graceland to the west; Miner St. to the south and Jefferson St. to the north. Includes Webford west of Graceland.

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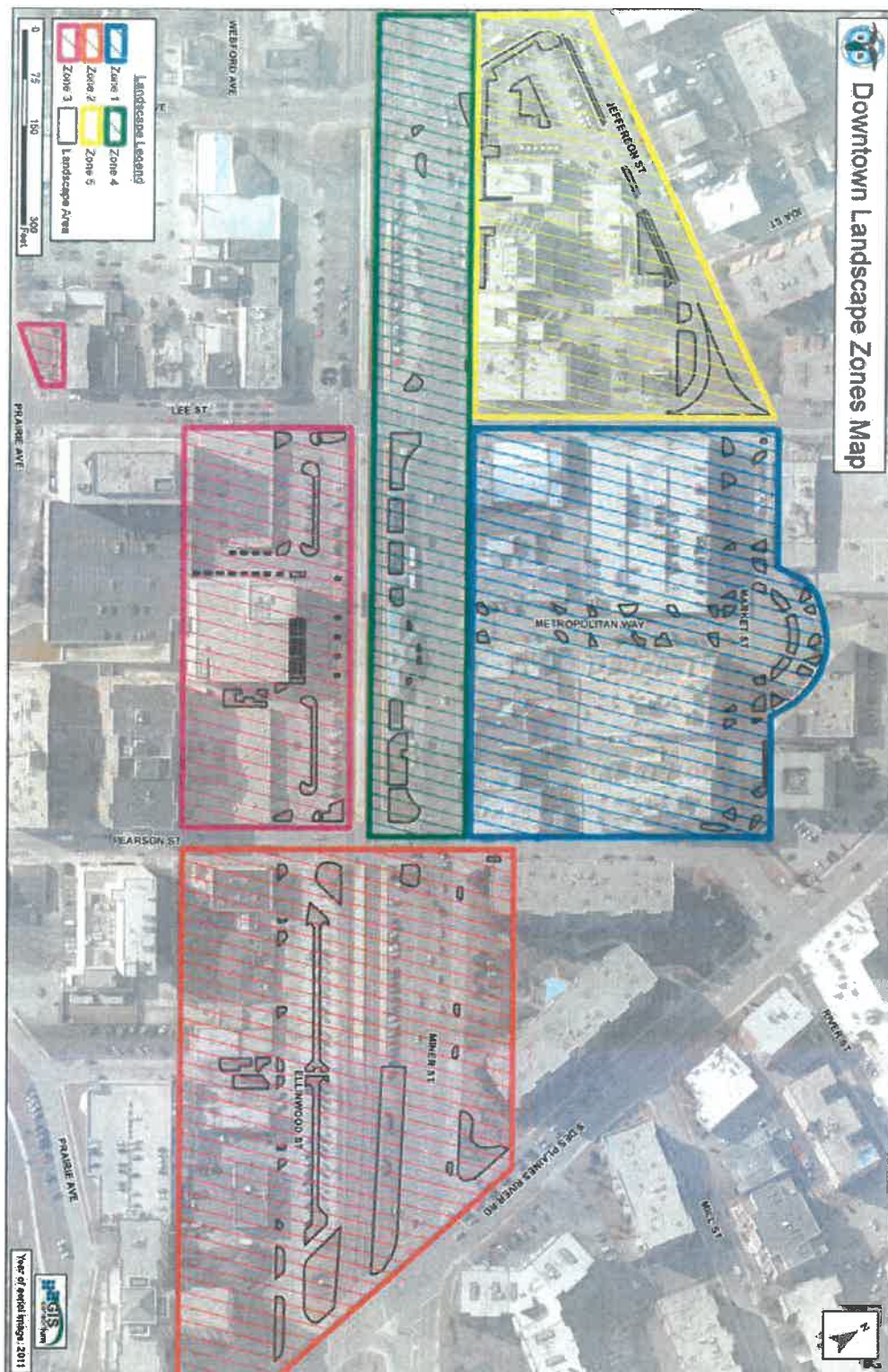


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SITE #	LOCATION	SQ FT	DESCRIPTION
1	City Hall/Police Station	12,568	TIF 1 Includes the police dept. parking lot, parkways along Jefferson, and in front of City Hall and Police department front & rear.
2	Miner St	9,195	TIF 1 Parkway on the south side of Miner St from River Rd to Pearson; and south side parkway across on east side of River Rd.
3	Miner St. and River Rd	3,916	TIF 1 Greenspace on the northwest corner of Miner St and River Rd (where Des Plaines sign is)
4	Ellinwood St.	17,202	TIF 1 All turf areas on Ellinwood from River Rd. to Pearson
5	Ellinwood St.		TIF 1 All turf areas on Ellinwood from Pearson to Lee
6	Metra Station	6,995	TIF 1 Greenspace in front of the Metra Station on the south side of Miner St.
7	Miner St and Graceland	1,203	TIF 1 Greenspace on the southwest corner of Miner St and Graceland
8	Prairie Ave islands	8,311	TIF 1 Center islands on Prairie Ave between Pearson and Lee; and greenspace near entrance to the Library parking deck.
9	Prairie and Lee	4,182	TIF 1 Greenspace on the west side of Lee St and Graceland (northwest corner and southwest corner)
10	Graceland Parking lot	1,383	TIF 1 For the Graceland Ave parking lot, mow the parkway along Graceland Ave from 653 to 669 and the front part of the lot from the back of 653-661 and 669-685 Graceland west to Graceland Ave
11	Metropolitan Square		TIF 1 includes all landscape beds and turf areas depicted on map in Metropolitan Square.
12	Webford Ave	13,746	Greenspace on Webford Ave 3 lots west of Graceland
13	Jefferson and Miner	500	Greenspace/planting area northwest corner of Jefferson and Miner

All areas depicted in charts below are estimated; it is the responsibility of the bidder to inspect each location before bidding.

B. Specifications Applicable to all landscape work in Downtown Landscaping Locations

TURF MAINTENANCE (MOWING AND EDGING)

Turf shall be maintained in a healthy, superior condition with a crisp, clean appearance at all times. It shall be mowed a minimum of once per each week during the growing season May through October. During the months of April and November, turf shall be mowed on an as-needed basis ensuring leaves are mulched.

The day of the week for each location will be coordinated with City staff. Grass at all mowing areas shall be mowed no less than 3" high unless otherwise noted by City staff. Grass shall be cut when it reaches 4" in height. Care shall be taken to lower the height of cut slowly, so as not to put the turf under any undue stress. More frequent mowing shall be required if general turf growth exceeds one half again the specified mowing height between cuts. At no time shall more than 1/2 of the height of the turf be removed at any mowing. Bruising or rough cutting of grass shall not be permitted. Mower blades shall be sharp and properly adjusted so that turf is cut to a uniform height. Scalping will not be permitted. Grass cuttings shall be removed immediately.

All turf areas shall be cleanly edged to the inside edge of any sidewalks, driveways, curbs retaining walls, or other defined edge. All turf growing along public sidewalks and walkways shall be edged to maintain a crisp, clean edge along all such structures. Turf shall also be kept from overgrowing irrigation heads and controls.

Edging shall also include trimming grass around trees, poles, utilities, and any other concrete pads within or immediately adjacent to the turf areas. Edging shall be done every two (2) weeks during the growing season. Herbicides shall not be used for edging. Care shall be taken to avoid damage by mowers to tree trunks, irrigation heads and any other utilities, facilities or structures within or adjacent to turf areas. Any damage caused by the Contractor's negligence shall be repaired by the Contractor at his expense. Prior to mowing, the Contractor shall insure that the mower is clean so that no roots, seeds or crowns of foreign grasses are introduced.

WEED AND DEBRIS REMOVAL

All areas within the work sites are to be kept free of weeds and volunteer tree growth. This includes but is not limited to all bare dirt areas and any weed growth within ground cover, landscape beds, landscape pots, and shrub plantings. Pedestrian walkways, medians and other paved areas are to be kept weed-free at all times; this includes the area that extends two feet from face of curb into the street area. Volunteer tree growth shall be removed weekly by the Contractor as part of this contract. Any weeds which are removed by hand shall be removed in a manner which leaves the ground surface level and does not disrupt the adjacent area. Such weeds shall be disposed of properly

All litter and debris in all maintained areas, including turfed locations, shall be picked up and disposed of properly. Litter and debris shall not be allowed to accumulate but shall be picked up and disposed of a minimum of once per week. The Contractor shall accomplish such litter and debris pickup prior to mowing to avoid shredding and dispersal of these materials.

SHRUB PRUNING AND TRIMMING

All shrubs/grasses/plantings located in designated areas shall be pruned at minimum three times per year to encourage healthy, natural growth patterns for each specific variety. Pruning shall include thinning, shaping, and removing dead or diseased branches. All shrubs shall be pruned back to clear all roadways, curbs, gutters and sidewalks. Shrubs shall not block sign visibility, utilities, utility meters or any other facilities located within the work areas. Shrubs shall not block access to controllers or electric valves and shall be pruned so as to

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minimize blockage of irrigation head spray patterns.

TREES

Trees which are staked shall have supports kept in good repair. Any broken or damaged supports or ties shall be replaced as soon as possible. Staking shall remain in place until trees are fully capable of self-support. Trees which have low hanging, diseased, dead or broken branches shall be trimmed by the Contractor. Only those tree branches which can be pruned from the ground level using hand or pole-pruning equipment may be trimmed by the Contractor. Branches overhanging traffic lanes shall be kept side trimmed to face of curb line and to a height of twelve (12) feet. Branches overhanging pedestrian routes shall be kept trimmed to a height of eight (8) feet above walkway level. All trees shall be pruned by qualified personnel using sound methods and approved techniques. Trees shall be pruned to develop a structurally sound shape and a healthy, natural appearance. No excessive pruning or stubbing back will be allowed. Sucker growth originating at the crown or below shall be removed.

Trees knocked down by vehicular accidents or trees and large limbs blown down and blocking traffic lanes shall be immediately reported to the City, which shall have responsibility for cleanup of such trees and large limbs. Any time personal property of a motorist or pedestrian is damaged due to falling trees or limbs, the Contractor shall notify the City of Des Plaines Police Department immediately. Any small branches which fall or are blown from median plantings, causing no damage, shall be removed and disposed of by the Contractor

SPRING CLEAN-UP

Spring clean-up shall be conducted during the first two weeks of the landscape season, no later than May 1 of each year. The work included in this item is as follows:

- Debris removal and trash pick-up
- Removal of existing mulch
- Cultivate and mend existing soil
- Top islands and beds with 2" of topsoil as directed by Owner
- Replace mulch with high quality, premium shredded hardwood mulch

All mulch shall be approved by the Owner. A sample of the mulch will be brought to the Facility Maintenance Superintendent for acceptance prior to placement. For bidding purposes mulch quantities are as follows: Mulched area quantities in cubic yards are: Library Plaza 18cy, Metra Station 13cy, City Hall Building 16cy, Ellinwood Commons 18cy, and Metro Square 24cy.

FALL CLEAN-UP

Clean-up will consist of the removal of litter, twigs and branches, accumulated leaves and debris from along the fence lines, shrub and plant bed areas, turf, building exit doorways, building foundations, water inlet and outlet areas, and any other areas where litter, twigs and branches collect.

Perennial plants will be pruned back and any annual flowers will be removed. The Contractor is responsible for hauling away and disposing of all said material off site in accordance with applicable laws. Bid prices shall include all costs associated therewith.

Exhibit 1

EDGE AND CULTIVATE LANDSCAPE BEDS

All landscape islands and beds shall be maintained such that all borders shall maintain a crisp, clean inside edge at all times. The soil shall be cultivated to inhibit weed growth within the beds. Mulch may be requested for beds that are currently mulched. Groundcover shall be kept trimmed behind top of curb lines and within landscape beds at all times. Groundcover shall also be kept off of pedestrian walkways and out of drainage ditches, and inter-planted shrubs and trees. It shall be trimmed to keep all signs, poles, guardrails, and utility meters clear and kept from encroaching in any way onto private property or onto a private property fence. Maintenance shall include removing all spent stalks and flowers immediately following the flowering season. Soil shall be cultivated to inhibit weed growth.

HARD SURFACE CLEANING

The Contractor is responsible to remove any and all vegetation that protrudes through cracks, curb lines, sidewalks, tree planters, parking lots and edges of all hard surface areas within the contract.

Landscape Maintenance TIF 1 Pricing

	2020	2021 (if applicable)	2022 (if applicable)
ZONE 1	7620.00	7772.00	7928.00
ZONE 2	3520.00	3590.00	3662.00
ZONE 3	3310.00	3376.00	3443.00
ZONE 4	3350.00	3418.00	3486.00
ZONE 5	2990.00	3050.00	3111.00
TOTAL	20,790.00	21,206.00	21,630.00

C—SUPPLEMENTAL MAINTENANCE AS REQUIRED

Contractor will provide an hourly price for supplemental maintenance. This item is an hourly rate will include vehicle and labor costs. The pricing for this estimated at 750 hours and the line item for this service is located in the schedule of prices.

Part 2—Perennials and Annuals

A. Downtown Planters

Annuals, perennials, and other materials are to be installed and maintained in planters. The planters are to be addressed with spring annuals, summer annuals, fall mums, and winter decoration requiring rotations throughout the year. There are forty-seven (47) 48" diameter planters. The planters are located along Miner Street, Ellinwood, and Lee St. The work shall include installation of plants, additional bedding for planters to be brought to level and the top 2 inches of soil amended prior to installation, 2 weeks of watering until plantings are established, and treating the soil with 3-month slow release fertilizer. Contractor shall supply a proposed rendering for approval by the City. A supplemental watering price is included in the schedule of prices.

Spring Annual Rotation shall include:

- 6-6" specialty annuals for height
- 18-4" specialty annuals

Exhibit 1

- 10-4" trailing annuals

Summer Annual Rotation shall include:

- 6-6" specialty annuals for height
- 18-4" specialty annuals
- 10-4" trailing annuals

Fall Mum Rotation shall include:

- 4-2 gallon mums per pot

Winter Decoration Rotation completed by 3rd week in November shall include:

- 1 each-Dogwood Dark Red Medium Branches
- 1 each-Bulk Greens - Noble Fir 25# Bale
- 1 each-Bulk Greens - Silver Fir 25# Bale
- 1 each-Bunches - Eucalyptus Seeded
- 1 each-Bunches – Oregonia
- 1 each-Bunches - Red Huckleberry
- 1 each-Bulk Greens - Shore Pine 25# Bale
- 1 each-Bunches - Cedar Incense
- 1 each-Bunches - Eucalyptus Baby Blue
- 1 each-Bunches - Winterberry Large (30"-36" stems)

Downtown Planters Pricing	2020		2021 (if applicable)		2022 (if applicable)	
	Per pot		Per pot		Per pot	
Spring Annuals	47pots	175.00	47 pots	178.00	47 pots	181.00
		8225.00		8366.00		8517.00
Summer Annuals	47 pots	175.00	47 pots	178.00	47 pots	181.00
		8225.00		8366.00		8517.00
Fall Mums	47 pots	72.00	47 pots	74.00	47 pots	75.00
		3384.00		3490.00		3575.00
Winter Decoration	47 pots	190.00	47 pots	194.00	47 pots	198.00
		8930.00		9118.00		9317.00
Annual TOTAL	28,764.00		29,340.00		29,926.00	

Exhibit 1

B—PERENNIALS AND ANNUALS, LANDSCAPE BEDS

There are locations in which the contractor shall be responsible for installation and maintenance of annuals, perennials, and other grasses. The top 2 inches of soil amended prior to installation, 2 weeks of watering until plantings are established, and treating the soil with 3-month slow release fertilizer. The annual and perennial plant listing design for each planting bed will be reviewed by City representatives before work begins. Utilize the Downtown map from part 1 which includes areas to be maintained. For bidding purposes utilize the following quantities for the schedule of prices which includes planting and 2 weeks of watering until plantings are established:

	Spring	Summer	Fall
Zone 1	1000 misc bulbs	60-38cell flat misc. annuals	200-2 gal. container mums
Zone 2	750 misc bulbs	60-38cell flat misc. annuals	150-2 gal. container mums
Zone 3	1,500 misc bulbs	70-38cell flat misc. annuals	150-2 gal. container mums
Zone 4	750 misc bulbs	50-38cell flat misc. annuals	100-2 gal. container mums
Zone 5	750 misc bulbs	50-38cell flat misc. annuals	100-2 gal. container mums

Landscape Bed Pricing	Spring 2020	Summer 2020	Fall 2020	Spring 2021 (if applicable)	Summer 2021 (if applicable)	Fall 2021 (if applicable)
Zone 1	1200.00	2400.00	2400.00	1225.00	2450.00	2450.00
Zone 2	900.00	2400.00	1800.00	918.00	2450.00	1836.00
Zone 3	1800.00	2800.00	1800.00	1836.00	2856.00	1836.00
Zone 4	900.00	2000.00	1200.00	918.00	2040.00	1225.00
Zone 5	900.00	2000.00	1200.00	918.00	2040.00	1225.00
TOTAL	5700.00	11,600.00	8400.00	5815.00	11,836.00	8572.00

Exhibit 1

Landscape Bed Pricing (cont)	Spring 2022 (if applicable)	Summer 2022 (if applicable)	Fall 2022 (if applicable)
Zone 1	1250.00	2500.00	2500.00
Zone 2	937.00	2500.00	1872.00
Zone 3	1872.00	2913.00	1872.00
Zone 4	937.00	2080.00	1250.00
Zone 5	937.00	2080.00	1250.00
TOTAL	5933.00	12073.00	8694.00

2020 TOTAL 25,700.00

2021 TOTAL (if applicable) 26,273.00

2022 TOTAL (if applicable) 26,700.00

C—SUPPLEMENTAL WATERING

Contractor will provide an hourly price for supplemental watering after installed plantings are established. The hourly rate will include costs for a water truck, personnel, and associated costs. The pricing for this estimated at 20 hours per week for 20 weeks and the line item for this service is located in the schedule of prices. Contractors will be able to pick up water free of charge from the Des Plaines Public Works facility.

PART 3—IRRIGATION SYSTEM START UP, MAINTENANCE, AND WINTERIZATION

A. Description

There are nine irrigation systems located within the maintenance area.

Locations include:

1. Library Plaza (includes Ellinwood from Pearson to Lee)-12 zones
2. Ellinwood from Lee to Graceland-5 zones
3. Ellinwood Lee to River-9 zones
4. Miner St. Graceland to Lee (North Side)-8 zones
5. Miner St. Graceland to Lee (South Side)-4 zones
6. Miner St. Lee to Pearson-6 zones
7. Miner St. River to Pearson-4 zones
8. Metropolitan Square-8 zones

B. Annual Start-Up and Winterization

Successful bidder will be responsible for system start up by May 15 which includes opening all water valves, start & test zones, and adjust and replace sprinkler heads as needed. Fall winterization will be completed by November 20 and includes draining and closing all valves and pneumatic blow out of all lines.

C. Maintenance of System During the Season

Successful bidder will complete repairs and maintenance to irrigation heads, misters, underground lines, and associated components on an hourly rate basis with a mark-up of no more than 10% on materials.

IRRIGATION SYSTEM START UP AND WINTERIZATION

Pricing

	2020	2021 (if applicable)	2022 (if applicable)
Library Plaza	720.00	734.00	748.00
Ellinwood (Lee to Graceland)	300.00	306.00	312.00
Ellinwood (Pearson to River)	540.00	550.00	562.00
Miner St. N. side (Graceland to Lee)	480.00	490.00	500.00
Miner St. S. side (Graceland to Lee)	240.00	245.00	250.00
Miner St. from Lee to Pearson	360.00	367.00	373.00
Miner St. from River to Pearson	240.00	245.00	250.00
Metropolitan Square	480.00	490.00	500.00
Golf Rd. and Wolf Rd.	300.00	306.00	312.00
Hourly rate for Irrigation repairs Rate x 85 hours	4675.00	4768.00	4863.00
TOTAL	8335.00	8501.00	8670.00

Exhibit 1**SCHEDULE OF PRICES****1. LANDSCAPE MAINTENANCE**

	2020	2021 (if applicable)	2022 (if applicable)
DOWNTOWN LANDSCAPING ANNUAL PRICE	20,790.00	21,206.00	21,630.00
SUPPLEMENTAL MAINTENANCE AS REQUIRED Hourly Rate x 750 HOURS	22,500.00	22,950.00	23,410.00
TOTAL	43,290.00	44,156.00	45,040.00

2. PERENIALS AND ANNUALS

	2020	2021 (if applicable)	2022 (if applicable)
DOWNTOWN PLANTERS ANNUAL PRICE	28,764.00	29,340.00	29,926.00
LANDSCAPE BEDS ANNUAL PRICE	25,700.00	26,223.00	26,700.00
SUPPLEMENTAL WATERING PRICE 400 HOURS (20 HRS PER WEEK FOR 20 WEEKS)	20,000.00	20,000.00	20,000.00
TOTAL	74,464.00	75,563.00	76,626.00

3. IRRIGATION SYSTEM

	2020	2021 (if applicable)	2022 (if applicable)
START-UP AND WINTERIZATION ANNUAL PRICE	3660.00	3733.00	3807.00
Hourly rate for Irrigation repairs Rate x 85 hours	4675.00	4768.00	4863.00
TOTAL	8335.00	8501.00	8670.00

2020 Downtown Landscape Maintenance Total (Items 1,2,3) \$ 126,089.00

***2021 Downtown Landscape Maintenance Total (Items 1,2,3) \$** 128,220.00

***2022 Downtown Landscape Maintenance Total (Items 1,2,3) \$** 130,336.00

***if applicable**

Exhibit 1**ADDITIONAL PRICING**

	2020	2021 (if applicable)	2022 (if applicable)
Additional Mulch Installed per cubic yard	75.00	75.00	75.00
Aerating Greenspaces (per complete circuit)	750.00	775.00	800.00
Power Raking Greenspaces (per complete circuit)	950.00	975.00	1,000.00

ATTACH FIVE REFERENCES WITH A MINIMUM OF 4 MUNICIPAL REFERENCES

Please list any subcontractors who will be utilized in completing the services included in the City of Des Plaines 2020 Contract for Landscape Maintenance in the chart below:

Company	Address	Contact Information
Park Ridge Park District	733 N Prospect Ave	Kristi Solberg
Village of Glen Ellyn	185 Spring Ave	Dan Hopkins
Village fo Lisle	925 Burlington	Justin Ross
City of Aurora	44 E. Downer Place	Rosario DeLeon
Northrop Grumman	600 Hicks Road	Debra Thas

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Beary Landscaping Inc.
15001 W 159th Street
Lockport, IL 60491

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

2020 Downtown Landscape Maintenance. Landscaping Services.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of December, 2019.

Beary Landscaping Inc.

(Principal)

(Seal)

(Witness)

By:

(Title)

Berkley Insurance Company

(Surety)

(Seal)

By:

(Title) William Reidinger, Attorney-in-Fact

(Witness) Hina Azam



Exhibit 1

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint:

William Reidinger
Assurance Agency, Ltd.
Schaumburg, IL

Surety Bond No.: Bid Bond
Principal: Beary Landscaping Inc.
Obligee: City of Des Plaines
Amount of Bond: See Bond Form

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of July, 2019.

(Seal)



Attest:

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafler
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 18th day of December, 2019.

(Seal)



Vincent P. Forte



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: December 8, 2021

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

From: Tom Bueser, Superintendent of General Services *TB*

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

Subject: Parkway Restoration and Planting with Installation Services - Renewal Term

Issue: The 2022 budget includes funding for contractual parkway restoration and planting with installation services at various locations throughout the City.

Analysis: The City Council approved a one-year contract with TNT Landscape Construction, Inc. at its January 21, 2020 meeting. The contract includes up to two additional one-year renewal terms. The Public Works and Engineering Department utilizes outside contractors to provide restoration to various locations due to the excavation of water main breaks and sewer repairs as well as providing planting installation services. This work is required throughout the year on an as needed basis.

This will be the second and final renewal term for this contract. The expenditure must be approved by the City Council annually based on appropriated and budgeted funds for the current fiscal year. Public Works and Engineering staff has contacted TNT Landscape Construction, Inc. who performed well last year and will be maintaining the contractual pricing submitted in 2020.

Recommendation: We recommend approval of the second renewal term of the Parkway Restoration and Planting with Installation Services Contract with TNT Landscape Construction, Inc., 847 S. Randall Road, Suite 334, Elgin, Illinois, 60123 in the amount of \$69,466. Source of funding will be the Water Fund, R&M Water Distribution (500-00-550-0000.6335), and General Fund, Street Maintenance Miscellaneous Contractual Services (100-50-535-0000.6195) accounts.

Attachments:

Resolution R-204-21

Exhibit A – TNT Landscape Construction, Inc. Second Renewal

CITY OF DES PLAINES

RESOLUTION R - 204 - 21

**A RESOLUTION APPROVING THE SECOND RENEWAL
OF A CONTRACT WITH TNT LANDSCAPE
CONSTRUCTION, INC. FOR PARKWAY RESTORATION
AND PLANTING INSTALLATION SERVICES.**

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

WHEREAS, on January 21, 2020, the City Council adopted Resolution R-25-20, approving a one-year contract ("**Contract**") with TNT Landscape Construction, Inc. ("**Contractor**") for parkway restoration and planting installation services ("**Work**"); and

WHEREAS, the Contract provides that the City and Contractor may mutually agree to renew the Contract for two additional one-year terms; and

WHEREAS, on January 4, 2021, the City Council adopted Resolution R-4-21, approving a renewal of the Agreement for a one-year renewal term ("**First Renewal**"); and

WHEREAS, the First Renewal expires on December 31, 2021; and

WHEREAS, the City has been satisfied with the performance of Contractor and the Work provided by Contractor and has determined that the City will not benefit from switching landscape maintenance contractors at this time; and

WHEREAS, the City and Contractor desire to renew the Contract for an additional one-year term beginning January 1, 2022 and ending December 31, 2022 in the not-to-exceed amount of \$69,466 ("**Second Renewal**"); and

WHEREAS, the City has appropriated sufficient funds in the General Fund, Water Fund, and R&M Water Distribution Fund for the procurement of the Work; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Second Renewal with Contractor;

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

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

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

SECTION 3: AUTHORIZATION OF SECOND RENEWAL. 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 Second Renewal only after receipt by the City Clerk of at least two executed copies of the Second Renewal from Contractor; provided, however, that if the City Clerk does not receive such executed copies of the Second Renewal from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Second Renewal 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 _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Second Renewal of Contract with TNT Landscape Construction Inc.

**SECOND RENEWAL OF THE CONTRACT FOR
PARKWAY RESTORATION AND PLANTING WITH INSTALLATION SERVICES
BETWEEN THE CITY OF DES PLAINES
AND TNT LANDSCAPE CONSTRUCTION, INC.**

THIS SECOND RENEWAL is made and entered into as of the _____ day of _____, 2021, by and between the City of Des Plaines, an Illinois home rule municipal corporation ("**Owner**"), and TNT Landscape Construction, Inc. ("**Contractor**"). In consideration of the recitals and mutual covenants and agreements set forth in this Second Renewal, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

Section 1. Recitals.

A. The Owner and the Contractor entered into that certain "Parkway Restoration and Planting with Installation Services" dated as of January 21, 2020 ("**Contract**"), under which Contract the Owner agreed to procure from the Contractor certain work, including parkway restoration and planting with installation services, all as more fully described in the Contract and the attachments thereto (collectively, "**Work**"), and the Contractor agreed to complete the Work for the Owner.

B. Section 3 of the Contract provides that prior to the termination of the then-current term, the Owner and the Contractor may renew the Contract for an additional one-year term by executing a written agreement; provided, however, that the Owner and the Contractor may not renew the Contract for more than two one-year terms after the expiration of the Initial Term described in Section 3 of the Contract.

C. The Initial Term expired on December 15, 2020, and the Owner and the Contractor renewed the Contract for a one-year renewal term that will terminate on December 31, 2021 ("**First Renewal**") in accordance with the provisions, terms, and conditions of the First Renewal.

D. The Owner and the Contractor desire to renew the Contract for a one-year renewal term that will terminate on December 31, 2022 ("**Second Renewal Term**") in accordance with the provisions, terms, and conditions of this Second Renewal.

Section 2. Definitions.

All capitalized words and phrases used throughout this Second Renewal have the meanings set forth in the various provisions of this Second Renewal. If a word or phrase is not specifically defined in this Second Renewal, it has the same meaning as in the Contract.

Section 3. Second Renewal of the Contract.

Pursuant to Section 3 of the Contract, the Owner and the Contractor hereby renew the Contract for the Second Renewal Term. During the Second Renewal Term, the City will pay the Contractor for the Work in accordance with the Schedule of Prices attached to, and by this reference made a part of, this Second Renewal as **Exhibit 1**.

Section 4. Effect.

All terms, conditions and provisions of the Contract that are not specifically amended, modified, or supplemented by this Second Renewal shall remain unchanged and in full force

and effect as if fully set forth herein. In the event of a conflict between the text of the Contract, the text of the First Renewal, and the text of this Second Renewal, the text of this Second Renewal shall control.

IN WITNESS WHEREOF, the parties have caused this Second Renewal to be executed by their duly authorized representatives.

ATTEST:

CITY OF DES PLAINES

City Clerk

Michael G. Bartholomew, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM ONLY

Des Plaines General Counsel Dated

WITNESS:

TNT LANDSCAPE CONSTRUCTION, INC.

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT 1
SCHEDULE OF PRICES
Restoration

ITEM	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
TOPSOIL & SEEDING	3,500 Sq. Yds.	8.00	28,000.00
TOPSOIL & SODDING	250 Sq. Yds.	12.00	3,000.00
TOPSOIL & HYDROSEEDING	500 Sq. Yds.	5.50	2,750.00
		TOTAL	33,750.00

Plantings and Installation

Item #	Pay Item	Unit	Estimated Quantity	Unit Cost	Installation Cost	Total Cost
1	Japanese Blood Grass, 2 gal	EA	25	6.00	7.00	325.00
2	American Elite Daylily Mixture, 1 - 1-1/2 fans	EA	25	6.00	7.00	325.00
3	Kallay Compact Juniper, 18" BB	EA	40	21.00	18.00	1,560.00
4	Goldflame Spirea, 18" BB	EA	40	21.00	18.00	1,560.00
5	Fountain Grass, 2 gal	EA	50	6.00	7.00	650.00
6	Swamp White Oak, 3-1/2" BB	EA	1	375.00	175.00	550.00
7	Annabelle Hydrangea, 18" BB	EA	50	24.00	18.00	2,100.00
8	St. Johns Wort, 18" BB	EA	222	20.00	18.00	8,436.00
9	Japanese Garden Juniper, 18" BB	EA	16	24.00	18.00	672.00
10	Rugosa Rose, 24" BB	EA	125	25.00	22.00	5,875.00
11	Magenta French Hybrid Lilac, 4' BB	EA	17	84.00	30.00	1,936.00
12	Stella De Oro Daylilies, 2-3 fans	EA	40	6.00	7.00	520.00
13	Blue Sargent Juniper, 18" BB	EA	28	21.00	18.00	702.00
14	Blue French Hybrid Lilac, 4' BB	EA	17	95.00	30.00	2,125.00
15	Profusion Crab, 3"	EA	2	175.00	165.00	680.00
41	Pulverized Topsoil	CY	100	25.00	22.00	4,700.00
43	Post Planting Watering	HR	60	0.00	50.00	3,000.00

TOTAL	35,716.00
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2020 Parkway Restoration and Planting with Installation Services Total 69,466.00



POLICE DEPARTMENT

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

MEMORANDUM

Date: December 8, 2021
To: Michael G. Bartholomew, City Manager
From: Dave Anderson, Chief of Police 
Subject: Participation in National Opioid Settlements

Issue: Recently, several state and local governments filed a lawsuit against certain opioid distributors (McKesson, Cardinal Health, and Amerisource Bergen) regarding the national opioid epidemic. In July 2021, a settlement was reached in this case. One part of that settlement is that Defendants will pay \$26 Billion to state and local governments that affirmatively opt-in.

Analysis: At this time, it is unknown how much the City of Des Plaines would receive should it participate in the settlement. The amount that each local government in Illinois may receive will be determined either by a formula that is currently being crafted by the Illinois Attorney General or by a default formula provided for in the Settlements. If the City decides to join the settlement, it is possible that it will receive a significant amount, but depending on how the funds are divided it may also receive nothing. The terms of the settlement require that the City affirmatively opt-in to become eligible. As a condition the City will be required to forfeit the right to independently sue the Defendants for opioid-related claims. To participate, the City must execute the Participation Agreements and related documents from the Settlement administrators no later than January 2, 2022.

Recommendation: Staff recommends that the City Council approve resolution R-205-21, which authorizes staff to Opt-in to the settlements to become eligible to receive funds. The City would be required to spend significant financial resources to independently sue the Defendants, while the administrative burden of participating in the Settlement is relatively low.

Attachments:

Attachment A: Memo from General Counsel
Resolution R-205-21

To: Mayor Andrew Goczkowski
City Council

From: Peter Friedman, General Counsel

Date: December 7, 2021

Re: Des Plaines Participation in National Opioid Settlements

Enclosed in the agenda packet is a resolution authorizing the City to participate in two nationwide settlement agreements known as the National Opioid Settlements ("**Settlements**"). This memo provides a brief explanation of what the Settlements are, the steps that the City must take by January 2, 2022 to participate in the Settlements, and why we recommend adopting the resolution.

The Settlements are the culmination of two large lawsuits related to the nationwide opioid epidemic. The lawsuits have been brought by states and local governments impacted by the epidemic against a group of prescription opioid distributors (McKesson, Cardinal Health, and AmerisourceBergen) and a prescription opioid manufacturer (Johnson & Johnson) (collectively, "**Defendants**").

In July of this year, the parties finalized the terms of the Settlements, which include an invitation to state and local governments across the United States to affirmatively opt-in to the Settlements to receive a portion of the settlement funds. The Defendants will pay up to \$26 billion, depending on how many local governments ultimately participate in the Settlements. The amount that each local government in Illinois may receive will be determined either by a formula that is currently being crafted by the Illinois Attorney General or by a default formula provided for in the Settlements.

If the City joins the Settlements, the City *may* receive a portion of the settlement funds. However, it is not yet known how much the City may receive. It is possible that the City will receive a significant amount, but it is also possible that the City will not receive anything, depending on how the funds are eventually divided.

The terms of the Settlements require that local governments affirmatively opt-in to the Settlements to become eligible for settlement funds. As a condition of participation, every participating local government must forfeit the right to independently sue the Defendants for opioid-related claims. Because the City may not desire to spend sufficient financial resources to independently sue the Defendants, and because the administrative burden of participating in the Settlements is relatively low, we recommend that the City opt-in to the Settlements in the hope that it receives a meaningful portion of the settlement funds. To participate, the City must execute the Participation Agreements and related documents from the Settlement administrators ("**Participation Documents**") no later than January 2, 2022.

The resolution included in the agenda packet authorizes the City to join the Settlements and provides the City Manager the authority to execute the Participation Documents.

CITY OF DES PLAINES

RESOLUTION R - 205 - 21

A RESOLUTION AUTHORIZING THE CITY OF DES PLAINES TO PARTICIPATE IN THE NATIONAL OPIOID SETTLEMENTS.

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

WHEREAS, on July 21, 2021, two proposed settlement agreements ("**Settlements**") were reached to resolve all opioid-related litigation brought by states and political subdivisions against: (i) three pharmaceutical distributors, McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively, the "**Distributors**"), and (ii) a pharmaceutical manufacturer, Janssen Pharmaceuticals, Inc., and its parent company, Johnson & Johnson (collectively, "**Janssen**"); and

WHEREAS, the Settlements require the Distributors and Janssen to pay up to \$26 billion in settlement funds, to states and political subdivisions which opt in to the Settlements, in order to abate the opioid epidemic; and

WHEREAS, the Settlements require that, in order for a state and any of its political subdivisions to receive settlement funds: (i) the state must first join the Settlements; and, then (ii) any political subdivisions within the state that desire to participate in the Settlements must individually join the Settlements; and

WHEREAS, the State of Illinois has joined both Settlements; and

WHEREAS, by participating in the Settlements, the City will become eligible to receive settlement funds, if any, in an amount determined by either an allocation agreement specific to Illinois, which is currently being developed by the Illinois Attorney General, or the default distribution method set forth in the Settlements; and

WHEREAS, participating in the Settlements does not guarantee the City will receive a direct distribution of funds, but will assist in maximizing the State's distribution; and

WHEREAS, pursuant to Public Act 102-0085, once the Illinois Attorney General reaches an Allocation Agreement with the state's nine largest counties, a home rule municipality will be prohibited from filing an opioid lawsuit against any defendant subject to a national multistate opioid settlement, such as the Settlements, without first obtaining permission from the Attorney General; and

WHEREAS, in order to participate in the Settlements, the City must execute certain participation documents, which may include, without limitation, a Settlement Participation Form,

a Participation Agreement, and a Release of certain opioid-related claims against the Distributors and Janssen (collectively, the ***“Participation Documents”***); and

WHEREAS, pursuant to the terms of the Settlements, the City must execute the Participation Documents by January 2, 2022 to ensure the City’s participation in the Settlements and maximize any settlements funds allocated to the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to participate in the Settlements;

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: AUTHORIZATION TO PARTICIPATE IN THE SETTLEMENTS. The City Council hereby approves and authorizes the participation of the City in the Settlements, and authorizes and directs the City Manager to execute, on behalf of the City, the Participation Documents and any other documents necessary to participate in the Settlements.

SECTION 3: 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 _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: December 9, 2021

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

From: Alex Franco, Building Official AF
John Carlisle, Community and Economic Development Director JC

Subject: H.R. Green, Inc. Service Contract

Issue: The Community and Economic Development Department (CED) would like to continue utilizing the services of H.R. Green, Inc. to perform various building inspection and plan review services.

Analysis: In order to maintain high degree of professional and timely services, the Building Division, from time-to-time, needs the support of third-party inspection and plan review services. This is primarily due to staff shortages due to vacancy, vacation, medical leaves, etc. CED has utilized the services of H.R. Green for residential plan reviews and inspections.

Therefore, I recommend that the City continue utilizing the services of H.R. Green in an amount not to exceed \$40,000 per year. The new contract will expire on December 31, 2024.

Recommendation: I recommend the City Council waive bidding requirements and approve a Service Contract with H.R. Green, Inc. in an amount not to exceed \$40,000.

Resolution R-206-21

Exhibit A: Des Plaines Professional Services Agreement – HR Green

CITY OF DES PLAINES

RESOLUTION R - 206 - 21

**A RESOLUTION APPROVING AN AGREEMENT WITH
H.R. GREEN, INC. FOR PROFESSIONAL PLAN REVIEW
AND INSPECTION SERVICES.**

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

WHEREAS, from time to time the Community and Economic Development Department requires the support of a third-party inspection and plan review service in order to provide a professional and timely permit process; and

WHEREAS, the City anticipates that the number of permits submitted in 2022, 2023, and 2024 will match or exceed those over the last year; and

WHEREAS, H.R. Green, Inc. ("**Consultant**") submitted a proposal to perform the Services, as such Services are needed by the City from time to time, in the not-to-exceed amount of \$40,000 per year; and

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

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

WHEREAS, sufficient funds have been appropriated to approve the Agreement for Consultant to perform the Services during the 2022 fiscal year; and

WHEREAS, the City desires to enter into a three-year agreement with Consultant for the provision of the Services in the amount of \$40,000 per year ("**Agreement**"), subject to the appropriation of sufficient funds for the Services by the City Council in future fiscal years; and

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

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

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

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

SECTION 3: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT. The City Manager and City Clerk are hereby authorized to execute and attest, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two executed copies of the Agreement from the Consultant; provided, however, that if the City Clerk does not receive such executed copies of the Agreement from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

**CITY OF DES PLAINES
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the ____ day of _____, 2021, and is by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation ("**City**"), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's statutory and home rule powers, the parties agree as follows:

SECTION 1. **CONSULTANT.**

A. Engagement of Consultant. The City desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("Consultant**"):** H.R. Green, Inc..

Address: 420 N. Front Street, McHenry, IL 60050

Telephone No.:

Email:

Project Name/Description: Plan Review and Inspection Services

Agreement Amount: not-to-exceed \$40,000 per year

B. Project Description. The review of any and all commercial and industrial building plans submitted to the City of Des Plaines as part of a permit or plan review process, building inspections, and permit administration as more fully described in the proposal attached to this Agreement as **Exhibit A** ("**Proposal**").

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Term. The Consultant shall commence on January 1, 2022 ("**Commencement Date**") and terminates on December 31, 2024 unless terminated earlier pursuant to Section 7.D of this Agreement (the "**Term**"). The City and Consultant may mutual agree in writing to renew the Agreement for up to two additional one-year terms.

D. Reporting. The Consultant shall regularly report to the City Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the City for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The City shall pay to the Consultant the amount billed within 60 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the City at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the City of any claim for additional compensation as a result of action taken by the City, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the City, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the City shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("***Additional Services***"), regardless of whether such Additional Services are requested or directed by the City, except upon the prior written consent of the City.

F. Taxes, Benefits, and Royalties. Each payment by the City to the Consultant includes all applicable federal, state, and City taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and

approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "***Confidential Information***" shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("***Time of Disclosure***"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the City with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

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

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are

provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City

as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. City Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the City Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the City Council.

I. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance and completion of the Services and with any other consultants engaged by the City.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Manager.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Consultant in connection with any or all of the Services to be performed under this Agreement ("***Documents***") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

L. GIS Data. The City has developed digital map information through Geographic Information Systems Technology ("***GIS Data***") concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the City shall be limited to the scope of the Services that the Consultant is to provide for the City;

2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

a. Trade Secrets of the City. The GIS Data constitutes proprietary materials and trade secrets of the City, and shall remain the property of the City;

b. Consent of City Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the City Manager;

c. Supply to City. At the request of the City, the Consultant shall supply the City with any and all information that may have been developed by the Consultant based on the GIS Data;

d. No Guarantee of Accuracy. The City makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the City, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the City shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. **Amendment.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the City and the Consultant in accordance with all applicable statutory procedures.

B. **Assignment.** This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the City, the Consultant, and their agents, successors, and assigns.

D. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future

notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016
Attention: City Manager

With a copy to:

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

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

With a copy to:

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the

performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

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

J. Authority to Execute.

1. **The City.** The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the City nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

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

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

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibits A through ____ attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 20__.

ATTEST:

CITY OF DES PLAINES

By: _____
City Clerk

By: _____
City Manager

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____



PROPOSAL

For

**City of Des Plaines
Building Inspections and Plan Review Services**

Director of Community & Economic Development

C/O Alexander Franco
Building Official

City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016
847-391-5545

Frank Urbina, NCARB, AIA, ALA, APA
Group Leader / Licensed Architect
HR Green, Inc.
420 N. Front Street
McHenry, IL 60050

HR Green Project No.: 220457

January 2022

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- 5.0 SERVICES BY OTHERS
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1.0 Project Understanding

1.1 General Understanding

Upon contract approval and notice-to-proceed, COMPANY will provide CLIENT with COMPANY staff to perform Building Plan Review and Inspection Services. COMPANY staff will report directly to the CLIENT City Hall as needed and determined by CLIENT.

Basic Services:

Plan Reviews and Building Inspection (Residential and Commercial) with HR Green staff reporting to the CLIENT on a part-time basis based on demand. One (1) part-time ICC Certified Building Inspector, reporting to the City Building Official. Plan Review services will be performed remote submitted to HR Green McHenry office on an as-needed basis. The City will continue utilizing the City Permit Coordinator(s) / Administrative staff.

To provide Plan Review Services at our HR Green office(s) as needed, plans may be picked up by HR Green staff, mailed using COMPANY UPS account or sent electronically as PDFs via email as required and determined by CLIENT. HR Green will return a final complete set of plans to the client stamped "approved" or "approved as noted" or as requested by the client. Plan review letters will be provided to the Village for all plan reviews for their review and approval.

COMPANY staff will take direction from the City Building Official and City Staff and will adhere to the CLIENT'S scheduling, reporting, software usage, equipment standards, personnel assignments, training, and policy compliance.

COMPANY staff will be International Code Council (ICC) certified and/or State Licensed Professionals and will be experienced and knowledgeable in their specific field of service. COMPANY staff will work in compliance with the CLIENT policies and adopted building codes, ordinances, and amendments.

COMPANY will work and coordinate plan reviews and inspections with the City's software system, if available. COMPANY will attend training on Village policies including, but not limited to software, procedures, and Village Code requirements as needed.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

CLIENT agrees to employ COMPANY to perform Building Plan Reviews and Inspections for building projects within the CLIENT jurisdiction as directed by CLIENT as listed above including but not limited to, Residential, Remodeling, Additions, Multi-family, Commercial, Industrial, Mixed Use, etc.

- A. COMPANY will utilize a multi-disciplined team member(s) assigned to CLIENT as required to perform complete technical Building Plan Reviews and Building Inspections, as requested by CLIENT, to include:

- Building
 - Mechanical
 - Electrical
 - Plumbing
 - Energy
 - Accessibility
 - Means of Egress.
 - Use and Occupancy.
 - Building Height and Areas
 - Construction Type
- B. COMPANY staff will verify that construction documents (plans and specifications) and building inspections comply with adopted Building Codes, Local Municipal Codes and Ordinances and Amendments, and will review third party reports such as, but not limited to, Health Department Requirements, Soils and Geological Reports, Civil Engineering Grading Drawings and Surveys, Roof and Floor Engineered Truss Design Plans and Structural Design Plans.
- C. As directed by CLIENT, COMPANY staff will track plan review comments and inspections to verify that the applicants have addressed plan review and inspection comments to achieve Code and Ordinance compliance.
- D. COMPANY will provide a consistent roster of International Code Council (ICC) Certified Inspectors and State Licensed Professionals to perform plan reviews and building inspections as required by CLIENT. COMPANY plan reviewers and building inspectors will conduct plan reviews and inspections of all building disciplines to verify that plans and construction complies with approved plans, specifications, and all applicable codes and ordinances and amendments. As directed by CLIENT, COMPANY staff will provide on-site and off-site (via telephone and email) consultation to assist residents, business owners, developers, contractors, and design professionals as required.
- E. COMPANY staff will provide plan reviews and inspection services during the City's normal business hours or as directed by CLIENT and will include:
- Excellent customer service to the public as an extension of City staff.
 - On-site and off-site problem solving and working closely with property owners through occupancy as directed by CLIENT.
 - Proficiently communicate with permit applicants to provide clear and concise direction as determined by CLIENT.
 - Participate in reviews with fire, health, and other government agencies as required and directed by CLIENT.
 - Incorporate, track and update plan reviews and inspection reports utilizing the City's computer software system.
- F. COMPANY will provide additional on-call staff (Plan Reviewers and Building Inspectors) as requested by CLIENT to cover building department staff when they are on vacation or out of the office or as needed.

3.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT, but can be added at any time per task order or escrow account setup:

- Civil Engineering – HR Green staff
- Landscape Architect / Arborist – HR Green staff
- Surveying – HR Green staff
- External Agency Reports Analysis – HR Green staff
- Environmental – HR Green staff
- Building Code Updates – HR Green staff
- Building Code Staff Training / Seminars – HR Green staff
- Building Code Facility Assessments – HR Green staff

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

4.0 Services by Others

Building Official – City Staff
Permit Coordinator / Administrative Assistant – City Staff

5.0 Client Responsibilities

CLIENT is to provide COMPANY appointed staff with a copy of all Local Municipal Codes and Ordinances with Amendments including Historical District and Subdivision and Sign requirements, standard permit, plan review and inspection forms and any other applicable forms or documents.

City of Des Plaines – Estimate Based on 30 day / month period

Building Inspections and Plan Review Services

2022: HR Green only bills for actual time spent on plan reviews and inspections. This is an Estimate Only. Based on 3 days per week for Building Inspector and 1 day per week for Plumbing Inspector.

Task	Personnel	Estimated Hours/Month	Hourly Rate	Monthly Cost
Building Inspections Services	ICC Inspectors (Building, Mechanical, Electrical)	96 hours (As Needed)	\$119.00	\$11,424.00
Plumbing Inspection Services	IDPH Certified Inspector	32 hours (As Needed)	\$100.00	\$3,200.00
Mileage: Mileage will be billed at the current IRS standard rate including mileage to and from HR Green McHenry Office and while completing inspection services within the city limits currently at 0.575 Cents per mile.				
Plan Reviews submitted to HR Green McHenry, IL Office on an As-Needed Basis	ICC Master Code Professional	As Needed	\$148.00	
		Estimate Total		14,624.00

BILL RATE FEE SCHEDULE – 2022 (As Applicable)

Task	Personnel	Bill Rate
Civil / Structural Engineering Reviews	Professional Engineer I / II	\$144 - \$260 per hour
Building Plan Reviews Residential and Commercial	ICC Certified Chief Building Official / Master Code Professional / Senior Building Plan Reviewer	\$121 - \$148 per hour
Licensed Architect Reviews	State Licensed Architect	\$245 per hour
Building, Mechanical and Electrical Inspections	Senior ICC Certified Building Inspector	\$119 per hour
Plumbing Inspections	IDPH Licensed & Certified Plumbing Inspector	\$100 per hour
Permit / Administrative	Permit Coordinator / Admin. Assistant	\$90 per hour
NOTE: HR Green will only bill for actual time spent		

6.0 Professional Services Fee**6.1 Fees**

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done. COMPANY may increase its bill rates not to exceed three percent (3%) of the previous year's bill rates for cost of services but must provide CLIENT notice of the new fees at least 60 days prior to incurring costs at the new rates.

6.2 Invoices

Invoices for COMPANY's services shall be submitted, monthly. Invoices shall be due and payable upon receipt. The CLIENT agrees to pay in a timely manner following the terms of the "Illinois Local Government Prompt Payment Act, 50 ILCS 505".

6.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

6.4 Exclusion

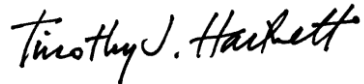
This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

6.5 Payment

The CLIENT agrees to pay COMPANY according to the Basic Services as selected by the CLIENT.

Sincerely,

Approved by:



Printed/Typed Name:

Timothy J. Hartnett

Title:

Vice President/Practice Leader
Governmental Services

Date: 12/9/2021

City of Des Plaines

Accepted by:

Printed/Typed Name:

Title:

Date:



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: December 9, 2021

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

From: Alex Franco, Building Official ^{AF}
John Carlisle, Community and Economic Development Director *jc*

Subject: B&F Construction Code Services, Inc. Service Contract

Issue: The current purchase order and contract with B & F Construction Code Services, Inc. (B & F) is about to be expended, and we expect a similarly high volume of permits to be submitted in 2022, 2023, and 2024.

Analysis: The Community and Economic Development Department currently utilizes the services of B & F for commercial and large building plan reviews. B & F is one of the leading plan review firms in the metropolitan area. The City has been utilizing their services for over twenty years, and their plan review fees are comparable with that of similar firms in the area.

Our Plan Review Coordinator and inspectors currently conduct in-house building plan reviews for most construction projects. The influx of building projects, both large and small, over the past several years, give us reason to believe that 2022, 2023, and 2024 will be similar. Staff feels it is in the best interest of the department to continue to utilize B & F services to keep up with the demands of the department during high volume periods and/or during staff absences. B & F currently provides commercial plan review services and inspection services on an as-needed basis. B & F also provides other building department services, such as temporary staffing, code adoption assistance, and others that will be available to our staff, on an as needed basis.

Therefore, I recommend that the City continue utilizing the services of B & F in an amount not to exceed \$75,000 per year. Our current plan review fee structure closely resembles B & F's fee structure, so the plan review and building permit fees collected will cover most, if not all, of B & F services. The new contract will expire on December 31, 2022 with the option to extend the contracts for 2023 & 2024.

Recommendation: I recommend the City Council waive bidding requirements and approve a Service Contract with B&F Technical in an amount not to exceed \$75,000 per year.

Resolution R-207-21

Exhibit A: Des Plaines Professional Services Agreement

CITY OF DES PLAINES

RESOLUTION R - 207 - 21

**A RESOLUTION APPROVING AN AGREEMENT WITH
B&F CONSTRUCTION CODE SERVICES, INC. FOR
PROFESSIONAL PLAN REVIEW AND INSPECTION
SERVICES.**

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

WHEREAS, on December 16, 2019, the City Council adopted Resolution No. R-203-19, approving an agreement with B&F Construction Code Services, Inc. ("**Consultant**") for the performance of certain building plan review and inspection services on an as-needed basis (collectively, "**Services**"), which agreement expires on December 31, 2021; and

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

WHEREAS, the City anticipates that the number of permits submitted in 2022, 2023, and 2024 will match or exceed those over the last year; and

WHEREAS, Consultant submitted a proposal to perform the Services, as such Services are needed by the City from time to time, in the not-to-exceed amount of \$75,000 per year ("**Proposal**"); and

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

WHEREAS, sufficient funds have been appropriated to approve the Agreement for Consultant to perform the Services during the 2022 fiscal year; and

WHEREAS, the City desires to enter into a three-year agreement with Consultant for the provision of the Services in the amount of \$75,000 per year ("**Agreement**"), subject to the appropriation of sufficient funds for the Services by the City Council in future fiscal years; and

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

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

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

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

SECTION 3: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT. The City Manager and City Clerk are hereby authorized to execute and attest, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two executed copies of the Agreement from the Consultant; provided, however, that if the City Clerk does not receive such executed copies of the Agreement from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

**CITY OF DES PLAINES
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the ____ day of _____, 2021, and is by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation ("**City**"), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("Consultant**"):** B & F Construction Code Services, Inc.

Address: 2420 Vantage Drive, Elgin, IL 60124

Telephone No.: (847) 428-7010

Email: rpiccolo@bfccs.org

Project Name/Description: Plan Review and Inspection Services

Agreement Amount: not-to-exceed \$75,000 per year

B. Project Description. The review of any and all commercial and industrial building plans submitted to the City of Des Plaines as part of a permit or plan review process, building inspections, and permit administration as more fully described in the proposal attached to this Agreement as **Exhibit A** ("**Proposal**").

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Term. The Consultant shall commence on January 1, 2022 ("**Commencement Date**") and terminates on December 31, 2024 unless terminated earlier pursuant to Section 7.D of this Agreement (the "**Term**").

D. Reporting. The Consultant shall regularly report to the City Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the City for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. Invoices and Payment. The Consultant shall submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The City shall pay to the Consultant the amount billed within 60 days after receiving such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the City at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the City of any claim for additional compensation as a result of action taken by the City, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the City, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the City shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether such Additional Services are requested or directed by the City, except upon the prior written consent of the City.

F. Taxes, Benefits, and Royalties. Each payment by the City to the Consultant includes all applicable federal, state, and City taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and

approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "***Confidential Information***" shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("***Time of Disclosure***"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, and does hereby agree to, indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the City with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

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

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are

provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. Liability for Noncompliance. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City

as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. City Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the City Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the City Council.

I. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance and completion of the Services and with any other consultants engaged by the City.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Manager.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Consultant in connection with any or all of the Services to be performed under this Agreement ("***Documents***") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

L. GIS Data. The City has developed digital map information through Geographic Information Systems Technology ("***GIS Data***") concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the City shall be limited to the scope of the Services that the Consultant is to provide for the City;

2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

a. Trade Secrets of the City. The GIS Data constitutes proprietary materials and trade secrets of the City, and shall remain the property of the City;

b. Consent of City Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the City Manager;

c. Supply to City. At the request of the City, the Consultant shall supply the City with any and all information that may have been developed by the Consultant based on the GIS Data;

d. No Guarantee of Accuracy. The City makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the City, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the City shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. **Amendment.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the City and the Consultant in accordance with all applicable statutory procedures.

B. **Assignment.** This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the City, the Consultant, and their agents, successors, and assigns.

D. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future

notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016
Attention: City Manager

With a copy to:

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

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

With a copy to:

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the

performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

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

J. Authority to Execute.

1. **The City.** The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the City nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

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

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

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibits A through ____ attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 20__.

ATTEST:

CITY OF DES PLAINES

By: _____
City Clerk

By: _____
City Manager

ATTEST:

CONSULTANT

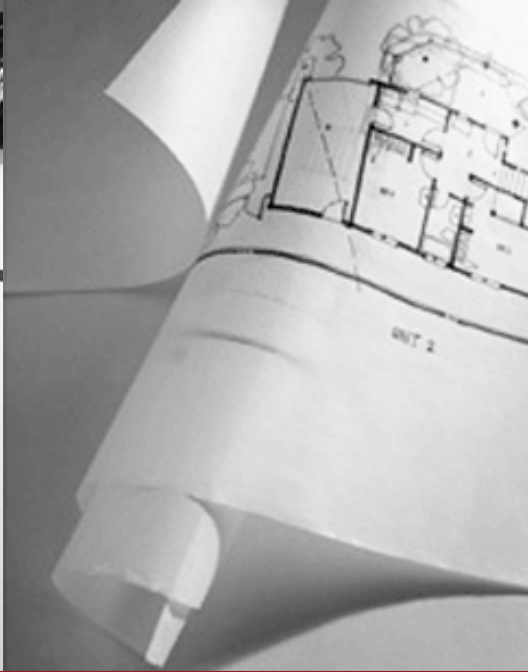
By: _____

By: _____

Title: _____

Its: _____

B&F CONSTRUCTION CODE SERVICES, INC.
BUILDING & FIRE PROTECTION PLAN REVIEW
® TRAINING • INSPECTIONS • CODE CONSULTING



November 16, 2021

Alex Franco
Building Official, Building Division
Community & Economic Development
City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

Thank you for the opportunity to present a proposal to the City of Des Plaines. With over 30 years of experience, we are pleased to provide a Plan Review and Inspections proposal.

If you have any questions please give Seth Sommer a call at 847-428-7010.

Sincerely,

Seth Sommer
Director of Quality Control & Staff Development

PROFESSIONAL SERVICE AGREEMENT

Construction and Zoning Plan Review, Inspection Services, and Code Enforcement

A. Introduction

B & F Construction Code Services, Inc. is submitting a proposal to provide consulting services to the City of Des Plaines. These consulting services consist of building plan review, building inspections, property maintenance inspections, department administration, building official duties, assistance with zoning and planning, and other services as needed. This proposal covers the following: residential, mixed use and commercial projects.

B. Qualifications

B & F Construction Code Services, Inc. provides building and fire protection plan review, inspections and training services for municipal building departments. All inspection and plan review personnel are certified and/or licensed to provide the services as described.

We currently perform complete building department operations for the Villages of Winfield, Burlington, Barrington Hills, Hampshire, and Lake Barrington. We have assisted with complete building department operations in the Villages of Gilberts, and Kingston. We currently provide complete inspection and plan review services to West Chicago, Mettawa, Manhattan, Inverness, Elwood, and Deer Park.

Plan review services and inspections are also performed for the DuPage County Airport and for the commercial and industrial projects in the Village of Burr Ridge. These same services are performed for specific projects in Brookfield, Elmwood Park, and River Forest.

There are other municipalities where we provide fill-in inspections when municipalities are in need of inspectors because of a large short-term workload or because they are down staff members due to vacations or extended leaves of absence. These municipalities include the City of Wheaton and Villages of Wheeling and Romeoville.

B & F Construction Code Services, Inc. performs plan review services for numerous other communities in Illinois and other states such as Michigan, New Jersey and Pennsylvania.

All B & F Construction Code Services, Inc. staff members are certified or licensed to perform plan review and inspections. See attached staff qualifications and references.

C. Schedule

All first reviews are performed in nine (9) business days from date they are received in our office and the second and all subsequent reviews are performed within five (5) business days. There are no additional fees for any re-reviews. Miscellaneous and simple projects can be reviewed in one (one) to two (2) business days.

All inspections are performed with less than twenty-four (24) hours notice. All inspection requests received by 4:00 PM will be performed the next business day.

There is no limit to the number of plan reviews and inspections we can perform.

B & F Construction Code Services, Inc., has over fifty (50) full-time inspection and plan review staff with an administrative staff of over ten (10). These numbers do not include Human Resources, upper level administrative staff or the staff members used in the Building and Fire Code Academy. The Academy is a subsidiary of B & F Construction Code Services, Inc. and provides code training that is offered to the industry.

D. Building and Zoning Department Services

B & F Construction Code Services, INC. can perform building plan reviews, new construction inspections, zoning review and inspection as well as code enforcement duties. This work includes, but is not limited to, the following: Residential plan reviews, Commercial plan reviews, Building inspections of new structures, Building inspections of structures undergoing remodeling or renovation, Property maintenance and nuisance inspections, Accessory structure inspections such as fences, sheds, etc.

Single Family

E. Plan Reviews

Single Family Homes first reviews will be performed within nine (9) business days and second reviews within five (5) business days. Fee listed in this section are per project.

F. Plan Review Fees

Single Family Homes (New) - See fee schedule

(includes building, plumbing, mechanical, energy and electrical).

Single Family Home Additions & Major Alterations - See fee schedule

(includes building, plumbing, mechanical, energy and electrical)

Zoning - See fee schedule

G. Inspections Performed - Single Family Homes

1. FOOTING FORMS

When the forms are set and before the concrete is poured.

2. FOUNDATION FORMS

When the forms are set and before the concrete is poured.

3. BACKFILL

When the concrete is poured, waterproofed, drain tile is in place and covered with gravel but before the foundation is backfilled.

4. PLUMBING UNDERGROUND

When piping is located between the floors or underground but before the covering is in place. Flushing of the underground shall be witnessed.

5. FRAMING OR STRUCTURAL

Before any drywall, plaster or interior finish is applied. Rough-in of the electrical, plumbing, ductwork must be in place before the framing inspection.

6. HVAC ROUGH

When piping and ductwork is installed.

7. ELECTRICAL ROUGH IN

When rough-in work is complete and before drywall, concrete or backfill is in place.

8. PLUMBING ROUGH IN

When rough-in work is complete.

9. INSULATION

When insulation is installed prior to drywall.

10. CONCRETE FLOOR BASEMENT

When base reinforcing is prepared and in place, and before the concrete is poured. All utilities and service equipment in the concrete must be in place before the inspection.

11. CONCRETE FLOOR GARAGE

When base reinforcing is prepared and in place, and before the concrete is poured. All utilities and service equipment in the concrete must be in place before the inspection.

12. ELECTRIC SERVICE

When meter socket and main panel are installed.

13. FINAL PLUMBING

When final work is complete and before the system is operational.

14. FINAL HVAC

When all HVAC components are complete.

15. FINAL ELECTRIC

When all electrical components are complete.

16. FINAL BUILDING

When all Building components are complete.

Additional inspections for driveways, sidewalks, service walks, patios or decks can be performed for an additional fee-see fee schedule.

H. Inspection Fees - Single Family Homes

Single Family Homes (New) – See fee schedule

(includes building, plumbing, mechanical, energy and electrical).

Single Family Home Additions & Major Alterations - See fee schedule

(includes building, plumbing, mechanical, energy and electrical)

Re-inspection fees are invoiced at the rate shown on fee schedule. Each discipline is considered a separate inspection.

If hourly billing is preferred, rate shall be Eighty Dollars (\$80.00) per hour plus travel time one way. After-hours/Emergency inspections will be 1.5 times the normal rate including travel both ways, 2-hour min.

Zoning – See fee schedule

Plan reviews and inspections for small projects can be invoiced on a per discipline, per inspection basis. See the Section N below for these services.

Commercial, Industrial, Multi-Family

I. Plan Reviews

Commercial, Industrial, & Multi-Family first reviews will be performed within nine (9) business days and second reviews within five (5) business days.

J. Plan Review Fees – Commercial, Industrial, Multi-Family

Plan review fees invoiced as shown in the fee schedule include: Building, Mechanical, Plumbing, Electric plus any additional reviews such as Energy. This does not include engineering, storm water or special use.

These fees include unlimited reviews and there is never a charge for re-reviews.

Specialized Commercial and Industrial or processes: One Hundred and Fifty Dollars (\$155.00) per hour.

K. Inspections Performed – Commercial, Industrial, Multi-Family

1. FOOTING FORMS

When the forms are set and before the concrete is poured.

2. FOUNDATION FORMS

When the forms are set and before the concrete is poured.

3. FOUNDATION BACKFILL

When the concrete is poured, waterproofed, drain tile is in place and covered with gravel but before the foundation is backfilled.

4. FRAMING OR STRUCTURAL

Before any drywall, plaster or interior finish is applied. Rough in of electrical, plumbing, ductwork must be in place before the inspection.

5. HVAC ROUGH

When piping and ductwork is installed.

6. ELECTRICAL ROUGH IN

When rough in work is complete and before the drywall, concrete or backfill is in place.

7. PLUMBING ROUGH IN

When rough work is complete.

8. ENERGY CONSERVATION

Inspect for energy conservation as each area is completed.

9. ELECTRIC SERVICE

When meter socket and main panel are installed.

10. DRYWALL

When drywall is installed prior to the taping.

11. CONCRETE FLOORS

When base reinforcing is prepared and in place, and before the concrete is poured.

All utilities and service equipment in the concrete must be in place before the inspection.

12. FINAL PLUMBING

When final work is complete and before the system is operational.

13. FINAL HVAC

When all HVAC components are complete.

14. FINAL ELECTRIC

When all electrical components are complete.

15. STRUCTURAL FINAL

When all the work is completed.

16. OCCUPANCY

When all the work is complete and before occupancy.

17. Fire protection system reviews and inspections can be provided if requested.

L. Inspection Fees – Commercial, Industrial, Multi-Family

See fee schedule. If hourly billing is preferred, rate shall be Eighty Five Dollars (\$85.00) per hour plus travel time one way. After-hours/Emergency inspections will be 1.5 times the normal rate including travel both ways, 2-hour min. After-hours/Emergency inspections based on availability.

M. Property Maintenance Inspections

These types of inspections include Code Enforcement, Property Maintenance, Rental and Sale Inspections, etc. The fee for property maintenance inspections is indicated on the fee schedule. See fee schedule for court time.

N. Other Services

Miscellaneous Plan Reviews & Inspections: These shall include sheds, driveways, fences, sidewalks, pools, re-roofing, and minor plumbing, HVAC and electrical installations. See fee schedule for pricing.

Cross Connection Program: Annual Cross Connection Surveys and Cross Connection Device testing can be provided.

Ordinance development: Assistance with the rewriting of existing ordinances or the development of new ordinances can be provided. This can include building codes, zoning, fees, property maintenance or any area where a building, zoning or planning department is involved. This can include agreements for building inspections, property maintenance inspections, zoning and planning and ordinances for building safety, zoning and fees. Building code updates will be priced based on complexity.

Other ordinances at the rate of One Hundred Fifty Dollars (\$155.00) per hour.

O. Inspections Performed

B & F Construction Code Services, Inc. will provide a Certified Illinois Licensed Plumbing Inspector to perform plumbing inspections within the jurisdictional limits of the City of Des Plaines, Illinois. This shall include Undergrounds, Roughs, Finals, Water and Sewer Services, etc. Other inspectors shall be certified/qualified in the disciplines they are inspecting.

The inspectors shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, tape measure, thermometer and other equipment as determined to provide a quality inspection. Inspectors shall also have appropriate Person Protection Equipment (PPE). The inspector shall wear a B & F Construction Code Services, Inc. issued uniform. Each inspector shall utilize B & F Inspection forms or forms acceptable to the City of Des Plaines. The inspector shall utilize a B & F Construction Code Services, Inc. company vehicle to conduct inspections. Inspection reports shall be dropped off in person or emailed within one (1) business day, typically same day inspections are performed.

The City of Des Plaines will be provided with dedicated mobile phone numbers in order to reach inspectors during each business day. Emergency call-out procedures will be determined upon awarded contract.

P. Zoning and Planning

A staff member experienced in zoning and planning can be provided to assist with the zoning & planning needs of the Village.

Zoning and Planning Fees:

See fee schedule for pricing. This does not include engineering, storm water or special use.

Q. Transmittal Method

All plan reviews will be faxed or e-mailed to the municipal office. A copy of the plan review can also be forwarded to one project contact from the developer or architect.

R. Start Date

Full services including all plan reviews and inspections can start immediately.

S. Point of Contact

Seth Sommer, Director of Quality Control and Staff Development

Telephone: (847) 428-7010

E-Mail: ssommer@bfccs.org

T. Additional Information

B & F Construction Code Services, INC. provides the most comprehensive services to the construction industry. Our one fee approach coupled with quick turnaround time is what sets us apart and gives you as a municipality the best value.

All first plan reviews are completed within nine (9) business days with re-reviews completed in five (5) business days. The reviews automatically include accessibility review as well as the application of any local code amendments.

When a municipality is using B & F Construction Code Services, INC. for their plan review or inspection services, we offer a reduced rate for assistance with general code consulting and ordinance preparation.

Our highly trained and experienced staff are certified or licensed in their respective disciplines. We are professional grade and provide the highest level of customer service. Our staff wear identifiable company uniforms that are worn neatly and drive white company vehicles outfitted with our company logo and phone number.

All of the employees of B & F Construction Code Services, INC. are covered by worker's compensation, general liability, automobile and professional liability insurance. This provides added protection because the municipality can be named as an additional insured at no additional charge. If a consultant does not have proper insurance, liability could extend to the municipality.

U. Agreement Terms

Notwithstanding any other provision contained hereof, either party may terminate this agreement at any time upon providing thirty (30) day written notice to the appropriate party. Upon termination of this agreement, all services actually performed by B & F Code Construction Services, INC. shall be paid in accordance with this agreement as stipulated herein.

V. Proposal Acceptance

1. All Building, Plumbing, Mechanical, Energy and Electrical Plan Review Services are performed in-house. All inspections contracted for shall be performed by employees of B & F Construction Code Services, Inc.
2. All B & F Construction Code Services, Inc. employees are covered by Workers Compensation Insurance.
3. B & F Construction Code Services, Inc. carries general liability insurance. The City of Des Plaines may request to be named as additional insured.
4. B & F Construction Code Services, Inc. has in force professional liability insurance. The City of Des Plaines may request to be named as additional insured.
5. A certificate of insurance for each policy can be provided upon acceptance of this proposal and annually when the policy is renewed.
6. City of Des Plaines agrees not to hire an employee of B & F Construction Code Services, Inc., for a period of one (1) year after the employee is no longer employed by B & F Construction Code Services, Inc.

City of Des Plaines

Accepted By _____

Please Print _____

Title _____

Date _____

B & F Construction Code Services, Inc.

Accepted By _____

Please Print _____

Title _____

Date _____

B&F CONSTRUCTION CODE SERVICES, INC.

Building & Fire Protection Plan Review
Training · Inspections · Code Consulting

Plan Review

Inspections

Code Consulting

System Testing

Fire Protection

Code Adoption

System Analysis

Accessibility



B & F Construction Code Services, Inc.

B & F Construction Code Services, Inc. provides complete Plan Review Services for Municipal building departments nationwide. Plan reviews are based on model building codes including the International Code Series, BOCA, UBC, SBCCI, CABO, NEC, NFPA, Life Safety, your local amendments, energy, and accessibility requirements.

For Building, Plumbing, Mechanical, Electrical, Energy Conservation, and Fire Suppression and Detection systems, you can count on professional, accurate, and time-saving service by a staff committed to excellence.



Plan reviews identify areas of noncompliance (arranged numerically) including the code and section referenced, and inform your office of compliance or noncompliance with applicable codes and standards.

Initial plan reviews are completed within 9 business days of receipt; additional reviews completed within 5 business days of receipt. Free telephone consultation for all projects, all disciplines, and all parties involved is included. Priority Express plan review service is available for time-sensitive projects.

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One Fee Per Project Discipline. Each project is invoiced for the first review only. Subsequent reviews for the same project discipline are performed at no additional charge. This means from beginning to end, you know what the total cost will be. No surprises. No "extras."

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Codes and Standards that are utilized

- | | | |
|-----------------------------------|----------------------------|--------------------------|
| ◇ International Code Series (ICC) | ◇ National Fire Code | ◇ State Codes/Amendments |
| ◇ Legacy Codes | ◇ NFPA Standards | ◇ Local Ordinances |
| • BOCA | ◇ National Electrical Code | |
| • Uniform | ◇ Reference Standards | |
| • CABO / etc. | ◇ Accessibility Codes | |

B & F Construction Code Services, Inc.
2420 Vantage Drive • Elgin, IL 60124
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www.constructioncodes.com • bfccs@bfccs.org

Plan Review Fee Schedule

COMMERCIAL

Building Size	Building Review	25% of Building Fee	50 % of Building Fee
Up to 60,000 Cubic Ft.	\$359.00	\$89.75	\$179.50
60,001 to 80,000 Cubic Ft.	\$441.00	\$110.25	\$220.50
80,000 to 100,000 Cubic Ft.	\$565.00	\$141.25	\$282.50
100,001 to 150,000 Cubic Ft.	\$645.00	\$161.25	\$322.50
150,001 to 200,000 Cubic Ft.	\$733.00	\$183.25	\$366.50
Over 200,000 Cubic Ft.	\$864.00 + \$8.24 (per 10,000 Cu. Ft.)	\$216.00 + \$2.06 (per 10,000 Cu. Ft.)	\$432.00 + \$4.12 (per 10,000 Cu. Ft.)

Footing and Foundation	25% of Building Review (Min. \$310.00)
NFPA 101 Plan Review	25% of Building Review (Min. \$310.00)
Mechanical Review	25% of Building Review
Plumbing Review	25% of Building Review
Electrical Review	50% of Building Review
Fire Code	50% of Building Review (Min. \$210.00)
Energy Code	50% of Building Review (Min. \$210.00)
Commercial/Industrial Zoning	\$130.00 per 20,000 square feet of site area
Elevator Plan Review	\$310.00 per Elevator Bank
Hood & Duct Plan Review (Type 1 w/o suppression)	\$250.00 per System
Hood & Duct Plan Review (Type 1 w/suppression (15 flow points or less))	\$350.00 per System
Hood & Duct Plan Review (Type 1 w/suppression (16-29 flow points))	\$375.00 per System
Hood & Duct Plan Review (Type 1 w/suppression (30 or more flow points))	\$400.00 per System
Hood & Duct Plan Review (Type 2)	\$200.00 per System
Spray Booth Plan Review	\$350.00 per Booth
Specialty Plan Review	\$155.00 per Hour
Technical Submittal	\$100
In-Ground Pool Plan Review	\$464.00 per Pool
Priority Express Plan Review	x 2.5 of Base Plan Review
HPM, High Hazard, Processing Piping	x 1.5 of Base Plan Review
Medical Case Facilities (Institutional Use Groups)	x 1.5 of Base Plan Review

RESIDENTIAL

One and Two Single Family Dwellings	
Up to 3,200 square feet (including basement)	\$655.00 per Dwelling Unit
Up to 3,200 square feet (including basement and zoning)	\$732.00 per Dwelling Unit
Over 3,200 square feet (including basement)	\$0.21 per Square Foot
Over 3,200 square feet (including basement and zoning)	\$0.23 per Square Foot
Miscellaneous Plan Review	\$30.00 per Discipline
In-Ground Pool Plan Review	\$464.00 per Pool
Priority Express Plan Review	x 2.5 of Base Plan Review
Photovoltaic Systems	\$225

Subdivisions call for pricing.

Plan Review Fee Schedule

FIRE PROTECTION

Fire Suppression Systems (Includes fire pump, hose stations and standpipes)

1 to 100 sprinkler heads	\$425.00
101 to 200 sprinkler heads	\$550.00
201 to 300 sprinkler heads	\$650.00
301 to 500 sprinkler heads	\$750.00
Over 500 sprinkler heads	\$850.00 + \$1.00 each
Modifications (40 or fewer sprinkler heads without calculations)	\$175.00
Residential systems (NFPA 13D)	\$225.00

Fire Alarm Systems \$0.015 per sq.ft. (\$200 min)

Fire Alarm system Modification (existing system alterations 5,000 sq.ft. or less) \$175.00

Hood Suppression Only with 15 or less points \$200 per System

Hood Suppression Only with 16-29 flow points \$250.00 per System

Hood Suppression Only with 30 flow points or more \$300.00 per System

Chemical Suppression systems (excluding hood suppression) \$350 plus alarm fees

Carbon Dioxide / Clean Agents \$150 for up to 105 pounds of agent,
\$1 each pound over

Dedicated Fire Hydrant or Standpipe System \$20 per valve (\$300 min)

CONSULTING

Code Consulting

Senior Staff \$195.00 per hour

Supervisor Staff \$175.00 per hour

Staff \$155.00 per hour

Village Management/Administration

Senior Staff \$135.00 per hour

Supervisor Staff \$120.00 per hour

Staff \$90.00 per hour

OTHER SERVICES

Code Writing and Adoption Assistance

Water Flow/Backflow/Hydrant Flushing Device Testing

Special Safety Training and Disaster Planning

Building Department Analysis

Fire Protection System Analysis

Existing Building Evaluation

Inspection Fee Schedule

COMMERCIAL

New and Existing, based on square footage

Building	\$0.15 per square foot
Mechanical	\$0.05 per square foot
Electrical	\$0.05 per square foot
Plumbing	\$0.05 per square foot
Energy	\$0.03 per square foot

Minimum fee applies

Special systems are an additional charge.

Hourly and per Inspection rates available.

RESIDENTIAL

One and Two Single Family Dwellings

Up to 3,200 square feet (including basement) \$655.00 per Dwelling Unit

Over 3,200 square feet \$0.21

Hourly and per Inspection rates available.

FIRE PROTECTION

Sprinkler

Underground Rough (Piping)	\$250.00
Underground Hydrostatic	\$250.00
Underground Flush	\$250.00
Any two underground inspections at the same time	\$400.00
All three underground inspections at the same time	\$500.00
Sprinkler Modification Rough (20 or fewer heads)	\$200.00
Hydrostatic Test per riser per floor	\$300.00
Fire Pump Test	\$200.00
Final Sprinkler Inspection/Test	\$250.00
Single Family (Includes rough & final)	\$250.00
Single Family Re-Inspection	\$125.00

Unless otherwise noted, failed reinspections are at the same rates noted above.

Fire Alarm

Rough \$200.00

The following fees are based on the number of initiating devices. Initiating devices include smoke and heat detectors, pull stations, duct detectors, monitoring devices, flow switch, tamper switches and special detection devices.

Fire alarm Test (Final Inspection)

1 – 20 devices \$200.00

21- 49 \$425.00

50 – 99 \$625.00

100 and over \$625.00 + \$4 per device over 99

Re-Inspections/Tests are based on the number of devices to be tested.

Special Suppression (Dry Chemical, Clean Agent, etc.)

Rough* \$200.00

Final* \$250.00

Hood Suppression Systems \$150.00

*Additional Fire Alarm fees maybe applicable



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Providing comprehensive and practical education in the application, implementation, and enforcement of building and fire codes for construction industry professionals nationwide.

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Building & Fire Code Academy

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FIRE DEPARTMENT

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

MEMORANDUM

Date: December 2, 2021
To: Michael Bartholomew, City Manager
From: Daniel Anderson, Fire Chief *DA*
Subject: Approval of On-Going Elevator Alarm Monitoring by Emergency 24.

Issue: The City entered into an agreement several years ago with Emergency 24 Inc. (“E-24”) for the purposes of monitoring elevator alarms and answering calls initiated from within the elevator on a fee per call basis. The Fire Department 2021 Budget included \$19,200 and which was encumbered through Purchase Order No. 2021-142 earlier this year. The purchase order has less than \$1000 remaining after having the invoices for services through September being applied. Approval of the 2021 continued expenditures for E-24 alarm monitoring is requested.

Analysis: The number of elevator calls monitored and answered by E24 has trended consistently slightly above normal this year. Our most recent invoice for October was substantially higher however this can be contributed to a significant amount of inspections and testing of the call boxes. As part of a project to identify phone lines, circuits and their associated costs, all elevator call boxes and alarms were tested several times over the last several months. Additionally, there has been an increase in false alarms where an occupant inadvertently pushed the “call” button which is monitored and answered by E-24. The combination of testing and false alarms has increased the number of calls/alarms to be answered by E-24.

Upon reviewing the latest statement and preparing the accounts payable batch, it was determined our annual costs were going to exceed the budgeted amount as well as exhaust the approved purchase order for \$19,200. I anticipate the final expenditures for E-24 is estimated to be approximately \$29,000 based on a review of the monthly expenses so far this year which requires City Council approval. Given the remaining monthly invoices yet to be received for 2021 services, and requirements for elevator alarms/calls to still be monitored, staff requests authority not to exceed \$29,000. This expense is contained in the FY2021 Fire Department Budget.

Recommendation: I recommend that the Resolution be approved, authorizing continued service provided under contract with E-24 not to exceed \$29,000.

Attachment:

Resolution R-208-21

CITY OF DES PLAINES

RESOLUTION R - 208 - 21

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER AN AGREEMENT WITH EMERGENCY 24, INC. FOR ELEVATOR ALARM MONITORING SERVICES

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

WHEREAS, the City's Fire Department contracts for elevator alarm monitoring services ("**Services**"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City Code and the City's purchasing policy, the City has determined that the procurement of the Services is a professional services purchase and therefore does not require competitive bidding; and

WHEREAS, the City has entered into a contract with Emergency 24, Inc. ("**Vendor**") for the provision of the Services ("**Contract**"); and

WHEREAS, due to testing, inspections, and an increase in false alarm calls, the City anticipates that the cost for the Services in 2021 will exceed the \$19,200 originally budgeted for the procurement of the Services from Vendor; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the expenditure of up to \$29,000 to procure the Services pursuant to the Contract with Vendor during the 2021 fiscal year;

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

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

SECTION 2: APPROVAL OF EXPENDITURE. The City Council hereby approves the expenditure of up to \$29,000 to procure the Services from Vendor.

SECTION 3: AUTHORIZATION OF EXPENDITURE. The City Council authorizes and directs the City Manager and the City Clerk to execute and seal documents approved by the General Counsel, and the City Manager to make payments, on behalf of the City, that are necessary to procure the Services from Vendor in a total not-to-exceed amount of \$29,000.

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 _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Purchase of Elevator Alarm Monitoring Service from Emergency 24, Inc (2021)



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: December 8, 2021

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

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

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

Subject: Professional Consulting Master Contract – AECOM Technical Services, Inc.

Issue: The Public Works and Engineering Department requests a new 3-year Master Contract with AECOM Technical Services, Inc. for professional engineering services. Their current contract expires January 7, 2022.

Analysis: The Master Contract allows the City to enter into professional service Task Order agreements with the consultant to perform a variety of engineering services. The Task Order agreements are presented individually for approval.

The City's general counsel has provided an updated three-year Master Contract for the consultant.

Recommendation: We recommend approval of the new master contract with AECOM Technical Services, Inc., 303 East Wacker Drive, Suite 1400, Chicago, Illinois 60601.

Attachments:

Resolution R-209-21
Exhibit A - Master Contract

CITY OF DES PLAINES

RESOLUTION R - 209 - 21

**A RESOLUTION APPROVING A MASTER CONTRACT
WITH AECOM TECHNICAL SERVICES, INC. FOR
PROFESSIONAL ENGINEERING SERVICES.**

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

WHEREAS, the City desires to retain an engineering firm to perform certain engineering services and work for the City as such services are needed over time ("*Engineering Services*"); and

WHEREAS, AECOM Technical Services, Inc. ("*Consultant*") has performed Engineering Services for the City in the past to the City's satisfaction; and

WHEREAS, the City desires to enter into a master contract with Consultant to perform the Engineering Services as required by the City ("*Master Contract*") pursuant to task orders that will be issued and approved by the City in accordance with the City's purchasing policies and Master Contract; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Master Contract with Consultant;

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Master Contract with AECOM Technical Services

Master Contract
Between the City of Des Plaines
And AECOM Technical Services, Inc.
For Professional Engineering Services

Master Contract
Between the City of Des Plaines
And AECOM Technical Services, Inc.
For Professional Engineering Services

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Master Contract
Between The City of Des Plaines
And AECOM Technical Services, Inc.
For Professional Engineering Services

This contract (the “*Master Contract*”) is dated as of January 1, 2022 (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and AECOM Technical Services, Inc. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. THE SERVICES

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$20,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2024 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its

own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes,

contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order ("*Final Payment*"). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant's sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys' fees, of correcting any of the matters stated in this Section or exercising any one or more of the City's remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City's determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys' fees (collectively "*Costs*") incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City's request and expense.

ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant’s experience and qualifications, and those opinions represent the Consultant’s best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

ARTICLE 4. TASK CHANGE ORDERS; DELAYS

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$20,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the

negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not

entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "*Breach*" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has

approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on

any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:

City of Des Plaines
Public Works and Engineering Department
1420 Miner Street
Des Plaines, Illinois 60016
Attn: Director of Public Works
And Engineering

with a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attn: Peter Friedman, General Counsel

If to the Consultant:

AECOM Technical Services, Inc.
303 Wacker Drive, Suite 1400
Chicago, IL 60601-5276
Attn: _____

with a copy to:

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other

approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

City of Des Plaines

AECOM Technical Services, Inc.

By: _____

By: _____

Name: Michael G. Bartholomew

Name: _____

Title: City Manager

Title: _____

APPROVED AS TO FORM ONLY

Des Plaines General Counsel

Dated

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated _____, 20____ between the City of Des Plaines (the “City”) and AECOM Technical Services, Inc. (the “Consultant”), the Parties agree to the following Task Number ____:

1. Contracted Services:

2. Project Schedule (attach schedule if appropriate):

3. Project Completion Date:

All Contracted Services must be completed on or before: _____, 20____.

4. Project Specific Pricing (if applicable):

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

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.

[SIGNATURE PAGE FOLLOWS]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

_____, 20____
Date

Signature

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date

If compensation greater than \$20,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date

ATTACHMENT B**PRICING SCHEDULE**

AECOM Technical Services, Inc. (Illinois Staff)

Hourly Rate Ranges/Classification

2022 Raw Rates

IDOT Classification	MIN	AVE	MAX
Project Director/Principal	94.43	121.77	167.53
Project Manager	60.81	88.57	110.43
Technical Specialist	58.21	84.46	122.98
Project Engineer, Scientist, Planner, Architect	47.43	63.77	108.13
Senior Engineer, Scientist, Planner, Architect	51.24	72.83	95.70
Engineer, Scientist, Planner, Architect	32.29	43.28	78.34
Resident Engineer	65.29	71.48	82.01
Construction Engineer	45.39	47.78	68.55
Inspector, Field Office Engineer	33.60	41.83	53.82
Surveyor	25.73	34.55	50.06
Engineering Tech, Designer, CADD	32.09	43.89	65.36
PM Support/Project Controls	30.22	52.96	93.91
Administrative Assistant	20.32	32.55	50.32

ATTACHMENT C

TASK CHANGE ORDER FOR TASK NUMBER ____

In accordance with Section 4.1 of the Master Contract dated _____, 20____ between the City of Des Plaines (the “City”) and AECOM Technical Services, Inc. (the “Consultant”), the Parties agree to the following Task Change Order for Task Number ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.

[SIGNATURE PAGE FOLLOWS]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

_____, 20____
Date

Signature

_____, 20____
Date

If compensation increase greater than \$2,500, then the City Manager's signature is required.

Signature
City Manager

_____, 20____
Date

If compensation greater than \$20,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: December 8, 2021

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

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

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

Subject: Professional Consulting Master Contract – Christopher B. Burke Engineering, Ltd.

Issue: The Public Works and Engineering Department requests a new 3-year Master Contract with Christopher B. Burke Engineering, Ltd. for professional engineering services. Their current contract expires January 7, 2022.

Analysis: The Master Contract allows the City to enter into professional service Task Order agreements with the consultant to perform a variety of engineering services. The Task Order agreements are presented individually for approval.

The City's general counsel has provided an updated three-year Master Contract for the consultant.

Recommendation: We recommend approval of the new master contract with Christopher B. Burke Engineering, Ltd., 9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018.

Attachments:

Resolution R-210-21
Exhibit A - Master Contract

CITY OF DES PLAINES

RESOLUTION R - 210 - 21

**A RESOLUTION APPROVING A MASTER CONTRACT
WITH CHRISTOPHER B. BURKE ENGINEERING, LTD.
FOR PROFESSIONAL ENGINEERING SERVICES.**

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

WHEREAS, the City desires to retain an engineering firm to perform certain engineering services and work for the City as such services are needed over time ("*Engineering Services*"); and

WHEREAS, Christopher B. Burke Engineering, Ltd. ("*Consultant*") has performed Engineering Services for the City in the past to the City's satisfaction; and

WHEREAS, the City desires to enter into a master contract with Consultant to perform the Engineering Services as required by the City ("*Master Contract*") pursuant to task orders that will be issued and approved by the City in accordance with the City's purchasing policies and Master Contract; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Master Contract with Consultant;

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Master Contract with CBBEL

Master Contract
Between the City of Des Plaines
And Christopher B. Burke Engineering, Ltd.
For Professional Engineering Services

Master Contract
Between the City of Des Plaines
And Christopher B. Burke Engineering, Ltd.
For Professional Engineering Services

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Master Contract
Between The City of Des Plaines
And Christopher B. Burke Engineering, Ltd.
For Professional Engineering Services

This contract (the “*Master Contract*”) is dated as of January 1, 2022 (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and Christopher B. Burke Engineering, Ltd. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. THE SERVICES

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$20,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2024 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its

own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes,

contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order ("*Final Payment*"). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant's sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys' fees, of correcting any of the matters stated in this Section or exercising any one or more of the City's remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City's determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys' fees (collectively "*Costs*") incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City's request and expense.

ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant’s experience and qualifications, and those opinions represent the Consultant’s best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

ARTICLE 4. TASK CHANGE ORDERS; DELAYS

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$20,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the

negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not

entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "*Breach*" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has

approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on

any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:

City of Des Plaines
Public Works and Engineering Department
1420 Miner Street
Des Plaines, Illinois 60016
Attn: Director of Public Works
And Engineering

with a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attn: Peter Friedman, General Counsel

If to the Consultant:

Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
Attn: Michael E. Kerr, PE, President

with a copy to:

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other

approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

City of Des Plaines

Christopher B. Burke Engineering, Ltd.

By: _____

By: _____

Name: Michael G. BartholomewName: Michael E. Kerr, PETitle: City ManagerTitle: President

APPROVED AS TO FORM ONLY

Des Plaines General Counsel_____
Dated

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated _____, 20____ between the City of Des Plaines (the “City”) and Christopher B. Burke Engineering, Ltd. (the “Consultant”), the Parties agree to the following Task Number ____:

1. Contracted Services:

2. Project Schedule (attach schedule if appropriate):

3. Project Completion Date:

All Contracted Services must be completed on or before: _____, 20____.

4. Project Specific Pricing (if applicable):

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

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.

[SIGNATURE PAGE FOLLOWS]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

_____, 20____
Date

Signature

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date

If compensation greater than \$20,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date

ATTACHMENT B

PRICING SCHEDULE

ATTACHMENT C

TASK CHANGE ORDER FOR TASK NUMBER ____

In accordance with Section 4.1 of the Master Contract dated _____, 20____ between the City of Des Plaines (the “City”) and Christopher B. Burke Engineering, Ltd. (the “Consultant”), the Parties agree to the following Task Change Order for Task Number ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.

[SIGNATURE PAGE FOLLOWS]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

_____, 20____
Date

Signature

_____, 20____
Date

If compensation increase greater than \$2,500, then the City Manager's signature is required.

Signature
City Manager

_____, 20____
Date

If compensation greater than \$20,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: December 8, 2021

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

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

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

Subject: Professional Consulting Master Contract – Gabriel Environmental Services

Issue: The Public Works and Engineering Department requests a new 3-year Master Contract with Gabriel Environmental Services for professional engineering services. Their current contract expires January 7, 2022.

Analysis: The Master Contract allows the City to enter into professional service Task Order agreements with the consultant to perform a variety of engineering services. The Task Order agreements are presented individually for approval.

The City's general counsel has provided an updated three-year Master Contract for the consultant.

Recommendation: We recommend approval of the new master contract with Gabriel Laboratories, Ltd. d/b/a Gabriel Environmental Services, 1421 N. Elston Avenue, Chicago, Illinois 60642.

Attachments:

Resolution R-211-21
Exhibit A - Master Contract

CITY OF DES PLAINES

RESOLUTION R - 211 - 21

**A RESOLUTION APPROVING A MASTER CONTRACT
WITH GABRIEL ENVIRONMENTAL SERVICES FOR
PROFESSIONAL ENGINEERING SERVICES.**

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

WHEREAS, the City desires to retain an engineering firm to perform certain engineering services and work for the City as such services are needed over time ("**Engineering Services**"); and

WHEREAS, Gabriel Laboratories, Ltd. d/b/a Gabriel Environmental Services ("**Consultant**") has performed Engineering Services for the City in the past to the City's satisfaction; and

WHEREAS, the City desires to enter into a master contract with Consultant to perform the Engineering Services as required by the City ("**Master Contract**") pursuant to task orders that will be issued and approved by the City in accordance with the City's purchasing policies and Master Contract; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Master Contract with Consultant;

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Master Contract with CBBEL

Master Contract
Between the City of Des Plaines
And Gabriel Environmental Services
For Professional Engineering Services

Master Contract
Between the City of Des Plaines
And Gabriel Environmental Services
For Professional Engineering Services

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Master Contract
Between The City of Des Plaines
And Gabriel Environmental Services
For Professional Engineering Services

This contract (the “*Master Contract*”) is dated as of January 1, 2022 (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and Gabriel Environmental Services (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. THE SERVICES

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$20,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2024 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its

own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes,

contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order ("*Final Payment*"). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant's sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys' fees, of correcting any of the matters stated in this Section or exercising any one or more of the City's remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City's determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys' fees (collectively "*Costs*") incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City's request and expense.

ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant’s experience and qualifications, and those opinions represent the Consultant’s best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

ARTICLE 4. TASK CHANGE ORDERS; DELAYS

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$20,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the

negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not

entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "*Breach*" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has

approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on

any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:

City of Des Plaines
Public Works and Engineering Department
1420 Miner Street
Des Plaines, Illinois 60016
Attn: Director of Public Works
And Engineering

with a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attn: Peter Friedman, General Counsel

If to the Consultant:

Gabriel Laboratories, Ltd. d/b/a
Gabriel Environmental Services
1421 N. Elston Avenue
Chicago, Illinois 60642
Attn: _____

with a copy to:

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

City of Des Plaines

Gabriel Environmental Services

By: _____

By: _____

Name: Michael G. Bartholomew

Name: _____

Title: City Manager

Title: _____

APPROVED AS TO FORM ONLY

Des Plaines General Counsel_____
Dated

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated _____, 20____ between the City of Des Plaines (the “City”) and Gabriel Environmental Services (the “Consultant”), the Parties agree to the following Task Number ____:

1. Contracted Services:

2. Project Schedule (attach schedule if appropriate):

3. Project Completion Date:

All Contracted Services must be completed on or before: _____, 20____.

4. Project Specific Pricing (if applicable):

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

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.

[SIGNATURE PAGE FOLLOWS]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

_____, 20____
Date

Signature

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date

If compensation greater than \$20,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date

ATTACHMENT B

PRICING SCHEDULE

ATTACHMENT C

TASK CHANGE ORDER FOR TASK NUMBER ____

In accordance with Section 4.1 of the Master Contract dated _____, 20____ between the City of Des Plaines (the “City”) and Gabriel Environmental Services (the “Consultant”), the Parties agree to the following Task Change Order for Task Number ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.

[SIGNATURE PAGE FOLLOWS]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

_____, 20____
Date

Signature

_____, 20____
Date

If compensation increase greater than \$2,500, then the City Manager's signature is required.

Signature
City Manager

_____, 20____
Date

If compensation greater than \$20,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: December 8, 2021

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

From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ASD*

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

Subject: Professional Consulting Master Contract – Gewalt Hamilton Associates, Inc.

Issue: The Public Works and Engineering Department requests a new 3-year Master Contract with Gewalt Hamilton Associates, Inc. for professional engineering services. Their current contract expires January 7, 2022.

Analysis: The Master Contract allows the City to enter into professional service Task Order agreements with the consultant to perform a variety of engineering services. The Task Order agreements are presented individually for approval.

The City's general counsel has provided an updated three-year Master Contract for the consultant.

Recommendation: We recommend approval of the new master contract with Gewalt Hamilton Associates, Inc., 625 Forest Edge Drive, Vernon Hills, Illinois 60061.

Attachments:

Resolution R-212-21
Exhibit A - Master Contract

CITY OF DES PLAINES

RESOLUTION R - 212 - 21

**A RESOLUTION APPROVING A MASTER CONTRACT
WITH GEWALT HAMILTON ASSOCIATES, INC. FOR
PROFESSIONAL ENGINEERING SERVICES.**

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

WHEREAS, the City desires to retain an engineering firm to perform certain engineering services and work for the City as such services are needed over time ("*Engineering Services*"); and

WHEREAS, Gewalt Hamilton Associates, Inc. ("*Consultant*") has performed Engineering Services for the City in the past to the City's satisfaction; and

WHEREAS, the City desires to enter into a master contract with Consultant to perform the Engineering Services as required by the City ("*Master Contract*") pursuant to task orders that will be issued and approved by the City in accordance with the City's purchasing policies and Master Contract; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Master Contract with Consultant;

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Master Contract with Gewalt Hamilton

Master Contract
Between the City of Des Plaines
And Gewalt Hamilton Associates, Inc.
For Professional Engineering Services

Master Contract
Between the City of Des Plaines
And Gewalt Hamilton Associates, Inc.
For Professional Engineering Services

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Master Contract
Between The City of Des Plaines
And Gewalt Hamilton Associates, Inc.
For Professional Engineering Services

This contract (the “*Master Contract*”) is dated as of January 1, 2022 (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and Gewalt Hamilton Associates, Inc. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. THE SERVICES

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$20,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2024 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its

own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes,

contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order ("*Final Payment*"). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant's sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys' fees, of correcting any of the matters stated in this Section or exercising any one or more of the City's remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City's determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys' fees (collectively "*Costs*") incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City's request and expense.

ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant’s experience and qualifications, and those opinions represent the Consultant’s best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

ARTICLE 4. TASK CHANGE ORDERS; DELAYS

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$20,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the

negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not

entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "*Breach*" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has

approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on

any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:

City of Des Plaines
Public Works and Engineering Department
1420 Miner Street
Des Plaines, Illinois 60016
Attn: Director of Public Works
And Engineering

with a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attn: Peter Friedman, General Counsel

If to the Consultant:

Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, Illinois 60061
Attn: _____

with a copy to:

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other

approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

City of Des Plaines

Gewalt Hamilton Associates, Inc.

By: _____

By: _____

Name: Michael G. Bartholomew

Name: _____

Title: City Manager

Title: _____

APPROVED AS TO FORM ONLY

Des Plaines General Counsel_____
Dated

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated _____, 20____ between the City of Des Plaines (the “City”) and Gewalt Hamilton Associates, Inc. (the “Consultant”), the Parties agree to the following Task Number ____:

1. Contracted Services:

2. Project Schedule (attach schedule if appropriate):

3. Project Completion Date:

All Contracted Services must be completed on or before: _____, 20____.

4. Project Specific Pricing (if applicable):

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

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.

[SIGNATURE PAGE FOLLOWS]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

_____, 20____
Date

Signature

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date

If compensation greater than \$20,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date

ATTACHMENT B

PRICING SCHEDULE

ATTACHMENT C

TASK CHANGE ORDER FOR TASK NUMBER ____

In accordance with Section 4.1 of the Master Contract dated _____, 20____ between the City of Des Plaines (the “City”) and Gewalt Hamilton Associates, Inc. (the “Consultant”), the Parties agree to the following Task Change Order for Task Number ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.

[SIGNATURE PAGE FOLLOWS]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

_____, 20____
Date

Signature

_____, 20____
Date

If compensation increase greater than \$2,500, then the City Manager's signature is required.

Signature
City Manager

_____, 20____
Date

If compensation greater than \$20,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: December 8, 2021

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

From: Rob Greenfield, Superintendent of Utility Services *RG*

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

Subject: Professional Consulting Master Contract – M.E. Simpson Co., Inc.

Issue: The Public Works and Engineering Department requests a new 3-year Master Contract with M.E. Simpson Co., Inc. for professional engineering services. Their current contract expires January 7, 2022.

Analysis: The Master Contract allows the City to enter into professional service Task Order agreements with the consultant to perform a variety of engineering services. The Task Order agreements are presented individually for approval.

The City's general counsel has provided an updated three-year Master Contract for the consultant.

Recommendation: We recommend approval of the new master contract with M.E. Simpson Co., Inc., 3406 Enterprise Avenue, Valparaiso, Indiana 46383.

Attachments:

Resolution R-213-21
Exhibit A - Master Contract

CITY OF DES PLAINES

RESOLUTION R - 213 - 21

**A RESOLUTION APPROVING A MASTER CONTRACT
WITH M.E. SIMPSON CO., INC. FOR PROFESSIONAL
ENGINEERING SERVICES.**

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

WHEREAS, the City desires to retain an engineering firm to perform certain engineering services and work for the City as such services are needed over time ("*Engineering Services*"); and

WHEREAS, M.E. Simpson Co., Inc. ("*Consultant*") has performed Engineering Services for the City in the past to the City's satisfaction; and

WHEREAS, the City desires to enter into a master contract with Consultant to perform the Engineering Services as required by the City ("*Master Contract*") pursuant to task orders that will be issued and approved by the City in accordance with the City's purchasing policies and Master Contract; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Master Contract with Consultant;

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Master Contract with ME Simpson

Master Contract
Between the City of Des Plaines
And M.E. Simpson Co., Inc.
For Professional Engineering Services

Master Contract
Between the City of Des Plaines
And M.E. Simpson Co., Inc.
For Professional Engineering Services

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Master Contract
Between The City of Des Plaines
And M.E. Simpson Co., Inc.
For Professional Engineering Services

This contract (the “*Master Contract*”) is dated as of January 1, 2022 (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and M.E. Simpson Co., Inc. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. THE SERVICES

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$20,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2024 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its

own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes,

contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order (“*Final Payment*”). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant’s sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys’ fees, of correcting any of the matters stated in this Section or exercising any one or more of the City’s remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City’s determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys’ fees (collectively “*Costs*”) incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City’s request and expense.

ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant’s experience and qualifications, and those opinions represent the Consultant’s best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

ARTICLE 4. TASK CHANGE ORDERS; DELAYS

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$20,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the

negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not

entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "*Breach*" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has

approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on

any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:

City of Des Plaines
Public Works and Engineering Department
1420 Miner Street
Des Plaines, Illinois 60016
Attn: Director of Public Works
And Engineering

with a copy to:

Elrod Friedman, LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attn: Peter Friedman, General Counsel

If to the Consultant:

M.E. Simpson Co., Inc.
3406 Enterprise Avenue
Valparaiso, Indiana 46383
Attn: Michael D. Simpson, CEO

with a copy to:

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other

approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

City of Des Plaines

M.E. Simpson Co., Inc.

By: _____

By: _____

Name: Michael G. BartholomewName: Michael D. SimpsonTitle: City ManagerTitle: Chief Executive Officer

APPROVED AS TO FORM ONLY

Des Plaines General Counsel_____
Dated

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated _____, 20____
between the City of Des Plaines (the “City”) and M.E. Simpson Co., Inc. (the “Consultant”), the
Parties agree to the following Task Number ____:

1. Contracted Services:

2. Project Schedule (attach schedule if appropriate):

3. Project Completion Date:

All Contracted Services must be completed on or before: _____, 20____.

4. Project Specific Pricing (if applicable):

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

**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN
UNCHANGED.**

[SIGNATURE PAGE FOLLOWS]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

_____, 20____
Date

Signature

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date

If compensation greater than \$20,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date

ATTACHMENT B

PRICING SCHEDULE

Normal Business Hours

\$275 Field Teams

\$90 Administration

Emergency/After Hours

\$345 Field Teams

\$95 Administration

ATTACHMENT C

TASK CHANGE ORDER FOR TASK NUMBER ____

In accordance with Section 4.1 of the Master Contract dated _____, 20____ between the City of Des Plaines (the “City”) and M.E. Simpson Co., Inc. (the “Consultant”), the Parties agree to the following Task Change Order for Task Number ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.

[SIGNATURE PAGE FOLLOWS]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

_____, 20____
Date

Signature

_____, 20____
Date

If compensation increase greater than \$2,500, then the City Manager's signature is required.

Signature
City Manager

_____, 20____
Date

If compensation greater than \$20,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: December 8, 2021

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

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

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

Subject: Professional Consulting Master Contract – UrbanHydro Engineering, Inc.

Issue: The Public Works and Engineering Department requests a new three-year Master Contract with UrbanHydro Engineering, Inc. for professional engineering services. Their latest contract expired November 19, 2021.

Analysis: The Master Contract allows the City to enter into professional service Task Order agreements with the consultant to perform a variety of engineering services. The Task Order agreements are presented individually for approval.

The City's general counsel has provided an updated three-year Master Contract for the consultant.

Recommendation: We recommend approval of the new master contract with UrbanHydro Engineering, Inc., 121 W. Hillgrove Avenue, LaGrange, Illinois 60525.

Attachments:

Resolution R-214-21
Exhibit A - Master Contract

CITY OF DES PLAINES

RESOLUTION R - 214 - 21

**A RESOLUTION APPROVING A MASTER CONTRACT
WITH URBANHYDRO ENGINEERING, INC. FOR
PROFESSIONAL ENGINEERING SERVICES.**

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

WHEREAS, the City desires to retain an engineering firm to perform certain engineering services and work for the City as such services are needed over time ("*Engineering Services*"); and

WHEREAS, UrbanHydro Engineering, Inc. ("*Consultant*") has performed Engineering Services for the City in the past to the City's satisfaction; and

WHEREAS, the City desires to enter into a master contract with Consultant to perform the Engineering Services as required by the City ("*Master Contract*") pursuant to task orders that will be issued and approved by the City in accordance with the City's purchasing policies and Master Contract; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Master Contract with Consultant;

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Master Contract with UrbanHydro

Master Contract
Between the City of Des Plaines
And UrbanHydro Engineering, Inc.
For Professional Engineering Services

Master Contract
Between the City of Des Plaines
And UrbanHydro Engineering, Inc.
For Professional Engineering Services

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Master Contract
Between The City of Des Plaines
And UrbanHydro Engineering, Inc.
For Professional Engineering Services

This contract (the “*Master Contract*”) is dated as of January 1, 2022 (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and UrbanHydro Engineering, Inc. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. THE SERVICES

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$20,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2024 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its

own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes,

contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order ("*Final Payment*"). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant's sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys' fees, of correcting any of the matters stated in this Section or exercising any one or more of the City's remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City's determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys' fees (collectively "*Costs*") incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City's request and expense.

ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant’s experience and qualifications, and those opinions represent the Consultant’s best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

ARTICLE 4. TASK CHANGE ORDERS; DELAYS

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$20,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the

negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not

entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "*Breach*" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has

approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on

any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:

City of Des Plaines
Public Works and Engineering Department
1420 Miner Street
Des Plaines, Illinois 60016
Attn: Director of Public Works
And Engineering

with a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attn: Peter Friedman, General Counsel

If to the Consultant:

UrbanHydro Engineering, Inc.
121 W. Hillgrove Avenue
LaGrange, Illinois 60525
Attn: _____

with a copy to:

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other

approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

City of Des Plaines

UrbanHydro Engineering, Inc.

By: _____

By: _____

Name: Michael G. Bartholomew

Name: _____

Title: City Manager

Title: _____

APPROVED AS TO FORM ONLY

Des Plaines General Counsel

Dated

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated _____, 20____ between the City of Des Plaines (the “City”) and UrbanHydro Engineering, Inc. (the “Consultant”), the Parties agree to the following Task Number ____:

1. Contracted Services:

2. Project Schedule (attach schedule if appropriate):

3. Project Completion Date:

All Contracted Services must be completed on or before: _____, 20____.

4. Project Specific Pricing (if applicable):

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

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.

[SIGNATURE PAGE FOLLOWS]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

_____, 20____
Date

Signature

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date

If compensation greater than \$20,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date

ATTACHMENT B

PRICING SCHEDULE



UrbanHydro Engineering, Inc 2022 BILLING RATES For the City of Des Plaines

The CONSULTANT will bill the CITY for all tasks, assignments, and work performed in accordance with the following schedule of labor rates:

(Rates effective January 1, 2022 through December 31, 2022)

Description	Hourly Rate
Principal	120.00
Senior Engineer	115.00
Technician	50.00
Administration	40.00

ATTACHMENT C

TASK CHANGE ORDER FOR TASK NUMBER ____

In accordance with Section 4.1 of the Master Contract dated _____, 20____ between the City of Des Plaines (the “City”) and UrbanHydro Engineering, Inc. (the “Consultant”), the Parties agree to the following Task Change Order for Task Number ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.

[SIGNATURE PAGE FOLLOWS]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

_____, 20____
Date

Signature

_____, 20____
Date

If compensation increase greater than \$2,500, then the City Manager's signature is required.

Signature
City Manager

_____, 20____
Date

If compensation greater than \$20,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: November 24, 2021
To: Aldermen
Cc: Michael G. Bartholomew, City Manager
From: Andrew Goczkowski, Mayor AG..
Subject: Commission Appointment

Appointment

Expires

Youth Commission

Maria Rosa Cullotta

09/04/2024

Youth Commission Member Request

I have lived in Des Plaines for 21 years. In the last 8 years I have dedicated my time in volunteering at schools, Churches and other events in the neighborhood. I love spending time and helping families and the community. Commitment and motivation is what I can provide. I have had lots of experience in customer service and Administrative Assistant for 20 years. I am very crafty and a great people person. I hope to get accepted into the Youth Commission because it is a great organization that helps shapes the future of youth.

Experience

Volunteer in Des Plaines 2012- Present

City of Des Plaines

- Volunteering at the Info booth for the Taste of Des Plaines (2018 & 2019)

Youth Commission 2017-Present

- Volunteering Events- Rodeo (2017/2018), Fall Fest (2017/2018), National Night Out (2019), Winter Wonderland (2019), Dodgeball event (2020)

Plainfield Elementary 2013-2018

- President of PTSO (2017-2018) Planning events :Fall Fest, Book Fair, MoviNight
Handled Fundraisers Krispy Kreme, Dine and Shares
Researching many places to get donations for raffles for the school.
- Volunteered at events-Fall Fest, Movie night and Karaoke night (2015-2016)
- Field Trips (2013-2017)
- Assisted in Kindergarten -2nd grade Classroom (2013-2015)

St Mary's Religious Education 2013-2015

- Assistant Teacher 4th Grade class planned lessons and projects

Terrace Elementary 2012-2015

- Volunteered in Kindergarten Classrooms (projects etc), Family day, Field Day

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 6, 2021

CALL TO ORDER

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 7:00 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, December 6, 2021.

ROLL CALL

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Oskerka, Zadrozny, Brookman, Chester, Smith, Ebrahimi. A quorum was present.

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Director of Public Works and Engineering Oakley, Director of Community and Economic Development Carlisle, Fire Chief Anderson, Police Chief Anderson, and General Counsel Friedman.

PRAYER AND PLEDGE

The prayer and the Pledge of Allegiance to the Flag of the United States of America were offered by Alderman Chester.

RECOGNITION

Life-Saving Award was presented by Mayor Goczkowski and Police Chief Anderson to Officer Connolly and Officer J. Garcia.

MINUTES OF THE PUBLIC HEARINGS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS DES PLAINES CIVIC CENTER, MONDAY, DECEMBER 6, 2021

**PUBLIC HEARING/
ZONING TEXT
AMENDMENTS**

Ordinance

Z-52-21

Ordinance

Z-53-21

Mayor Goczkowski called the Public Hearing for reconsideration of Ordinances Z-52-21 and Z-53-21 Case 21-042-TA-V: zoning text amendments and variation to allow a new electronic message board billboard in the southeast portion of the proposed development at Mannheim Road and Pratt Avenue (2805-2845 Mannheim Road) to order at 7:05 p.m.

Director of Community and Economic Development Carlisle reviewed a memorandum dated November 23, 2021.

At its October 18, 2021, meeting the City Council approved Ordinance Z-51-21, which granted necessary zoning relief for a proposed commercial development on the approximately four-acre site at the southeast corner of Mannheim Road and Pratt Avenue. The Council advanced the item to second reading, granting final approval of the ordinance. However, at the same meeting, the Council denied Ordinances Z-52-21 and Z-53-21, which would have approved a separate but related petition for relief to install a new billboard sign in the southeast corner of the development.

At its November 1, 2021 meeting, the Council voted 6-2 in favor of a motion to reconsider the denial of Ordinances Z-52-21 and Z-53-21. The Council referred the matter for a public hearing, for which due public notice has been given. To accommodate due notice, the hearing has been scheduled for December 6, 2021.

The petitioner has submitted additional or clarified information, to this report and summarized here:

- Image Des Plaines LLC, the billboard company, is the sole contract purchaser of the land for the commercial development site. Assuming completion of the contingent real estate transaction with seller Prominence Des Plaines LLC, Image Des Plaines – not the retail developer, GW Properties – will control the site. For this reason, the plans proposed by GW cannot be realized without the participation and cooperation of Image Des Plaines.

- Assuming approval of the billboard petition, which would facilitate the planned transaction between Image Des Plaines and GW Properties, GW can confirm all four tenant uses in the commercial development and three of the brands:
 - Outback Steakhouse in a 5,000-square-foot freestanding building;
 - First Watch, a breakfast-lunch restaurant, in a 4,000-square-foot “end cap” space in the multitenant building;
 - Five Guys Burgers and Fries in a 2,500-square-foot end cap unit; and
 - A retail cannabis (adult use/recreational) dispensary in the 4,000-square-foot middle space of the multitenant building. The petitioner is not disclosing the brand of the operator.

As a result of the approved zoning map amendment to the C-3 district (Ord. Z-51-21, October 18, 2021), all of these uses are permitted.

- The development would generate additional revenue in multiple ways:
 - Property tax: The current annual property tax bill is about \$64,000. Based on comparable commercial development in the area 1, an estimated annual property tax bill for the proposed development is \$220,000. Because the property is located in TIF District No. 7, the additional annual revenue – estimated at approximately \$150,000 – would go into the TIF 7 fund, which has a negative fund balance. Neither Image Des Plaines nor GW are asking for TIF or any other incentives.
 - Food and beverage tax: The following are annual average national per-store sales for each of the proposed restaurant tenants:
 - Outback: \$3.6 million
 - First Watch: \$1.6 million
 - Five Guys: \$1.2 million

Applying the one percent local tax and these volumes, an estimated \$64,000 in local food and beverage tax could be generated annually, assuming average performance of the stores.

- Local cannabis tax: Research from various cannabis business sources reveals a range of national average annual sales between \$974-\$1,773 per square foot. Using the middle of the range, annual sales in this location would be an estimated \$5.5 million, which would generate \$165,000 per year through the City’s three percent cannabis tax, not including additional sales taxes (e.g. Municipal Retailer’s Occupation Tax, Home Rule Retailers’ Occupation Tax).
- The petitioner has stated in their submittals as well as at the October 18 meeting that soil quality and environmental site issues make the project costlier than a typical commercial development on a similar site. They have provided additional details:
 - Soil excavation, hauling, and disposal will be up to \$500,000 more for this site than normal.
 - Poor soils will lead to more expensive and complicated building foundations and footings to obtain proper structural integrity of the new buildings.
- The property is bound to certain covenants and restrictions such as building height, building locations, and signage locations.
- For Image Des Plaines and GW to execute a deal to begin the development, the petitioner has said the necessary zoning entitlements for the proposed billboard – the requests for text amendments and variation – must be approved.

The petitioner and contract purchaser of 3.8 acres at the southeast corner of Mannheim Road and Pratt Avenue (2805-2845 Mannheim Road) proposes erecting a new electronic message board billboard in concert with a proposal for a restaurant-retail development (Case 21-041-MAP-TSUB-V, tentatively approved by Ordinance Z-51-21). The petitioner is requesting approval of text amendments to two Sections of the Zoning Ordinance to allow the project: 1.) To Section 12-11-5.H, which currently allows electronic message board billboards only through the conversion of existing static billboards, and 2.) to 12-11-6.B to increase the

maximum number of City billboard permits that can be issued from 12 to 13, as well as an exemption for billboards from the 600-square-foot area limitation for all signage on lots of 5 acres or less. Finally, the petitioner is seeking a variation to allow a portion of a billboard to be within 300 feet of a residential property line (127 feet).

Image Des Plaines LLC is contract purchaser of the undeveloped approximately four acres at the southeast corner of Mannheim Road and Pratt Avenue, roughly bordered by the Canadian National rail line on the east and I-90/Tollway on the south. Aside from an existing static billboard in the southwest corner of the site, it is currently vacant. In the southeast corner of the site the petitioner intends to erect a new electronic message board billboard on one sign face (facing east), a static billboard on the other sign face (facing west), on a structure not to exceed 99 feet in height. Each 1,200-square-foot sign face is aimed at I-90 traffic. The last time the City raised its allowance for number of billboard permits was in 2005 by Ordinance Z-24-05. The new billboard would be wholly within Lot 4 in the subdivision proposed in the Tentative Plat of Subdivision that is part of the application for Case 21-041- MA-TSUB-V (Ordinance Z-51-21). According to the petitioner, the billboard is integral to the financing for the commercial development proposal inherent to that application.

However, permitting the billboard requires 1.) a text amendment to Section 12- 11-5 to allow an electronic message board as an initial installation, as currently they may only occur through conversions of existing static, non-electronic billboards; 2.) a text amendment to Section 12- 11-6 to increase the maximum number of total City billboard permits (both static and electronic message board) from 12 to 13; 3.) another text amendment to 12-11-6 to exempt billboards from the signage limitation of 600 square feet on parcels of less than 5 acres; and 4.) a variation from the provision that requires at least 300 feet between any portion of a billboard and a residential property line. The closest portion of the proposed billboard “V” (i.e. two sign faces) is the northeast corner. Per the measurement method prescribed by the Ordinance, the billboard is 127 feet from residentially zoned property, which is PIN 09-33-302-002, an unimproved, wooded property owned by ComEd. However, the closest lot line of a property improved with a residence is 316 feet away. Based on staff review, the proposed billboard would meet the other zoning and location requirements, which generally include:

- The proposed location must be on a lot zoned C-1, C-2, C-3, M-1 M-2 or M-3 (the subject site is now zoned C-3);
- The billboard must be within 660 feet of I-90 or I-294
- The proposed billboard must satisfy the spacing requirements of the Illinois Advertising Control Act
- All third-party government approvals must be obtained

The petitioner has already sought approval from the Illinois Department of Transportation and the Federal Aviation Administration. However, no billboard can be constructed on this property without first obtaining approval from the City of Des Plaines.

The PZB held a public hearing and reviewed and concurred with the petitioner’s responses to text amendment and variation standards and the staff memo comments. The Board voted 5-0 to recommend approval of both requests.

Should the Council vote to approve the request, the following conditions for the variation are recommended:

1. The elevation drawing is revised so the billboard structure will not exceed 99 feet in height.
2. All required Illinois Department of Transportation (IDOT) and Federal Aviation Administration (FAA) approvals are completed and obtained.

Additionally, the recommended effective date of the variation is tied to the installation of building foundations for the commercial development approved by Ordinance Z-51-21.

Mayor Goczkowski questioned whether the billboard will be able to proceed if the building is not developed.

Alderman Chester stated there is strong opposition from the residents regarding the addition of a new billboard. He also is concerned with the proximity of Orchard School to the proposed Cannabis dispensary; he does not believe there should be such exposure to the children. He recognized the property needs to be developed.

Alderman Brookman requested further information from the developer. She wanted to know if Image Des Plaines is affiliated with Image Media. She also asked for further information about the billboard – about whether one side will be digital and one will static.

Alderman Brookman has concerns that the building will not come into fruition if the billboard permit is granted without any further stipulations regarding site grading, site remediation, and signed leases.

Alderman Smith acknowledged the drive for this property is the billboard, but she is concerned with ability to develop the property. She believes the verbal guarantee of footings for the foundation are not enough. Alderman Smith stated she is concerned the billboard will be developed and the building will not come into fruition.

Alderman Brookman questioned why the name of the potential Cannabis dispensary lessee is not being released to the City Council. She is also concerned with possible future litigation regarding billboards if this Ordinance is approved.

Representatives from Image Des Plaines LLC and GW Properties answered questions from the Alderman.

Alderman Oskerka asked for further information regarding the environmental study, and questioned why this information had not previously been provided by the developer to the City Council.

Moved by Moylan, seconded by Oskerka, to approve the Ordinance Z-52-21, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING BILLBOARDS (CASE #21-042-TA-V).

No vote due to an amendment to the motion.

Moved by Brookman, seconded by Chester, to approve an amendment to the Ordinance Z-52-21 allowing for a foundation only permit for the billboard with the full permit for the billboard not to be issued until the foundations of the billboard and building are complete, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING BILLBOARDS (CASE #21-042-TA-V).

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Moved by Moylan, seconded by Oskerka, to approve the Ordinance Z-52-21 as amended, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING BILLBOARDS (CASE #21-042-TA-V).

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Smith, Ebrahimi
NAYS: 1 - Chester
ABSENT: 0 - None
Motion declared carried.

Advanced to Second Reading by Moylan, seconded by Zadrozny, to adopt the Ordinance Z-52-21 as amended, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING BILLBOARDS (CASE #21-042-TA-V).

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka, Zadrozny,
Ebrahimi, Mayor Goczowski
NAYS: 3 - Brookman, Chester, Smith
ABSENT: 0 - None
Motion declared carried.

Moved by Moylan, seconded by Oskerka, to approve the Ordinance Z-53-21 incorporating amendments to Ordinance Z-52-21, AN ORDINANCE APPROVING A MAJOR VARIATION FROM SECTION 12-11-6.B OF THE CITY OF DES PLAINES ZONING ORDINANCE AT 2805-2845 MANNHEIM ROAD TO ALLOW THE CONSTRUCTION OF A BILLBOARD (CASE #21-042-TA-V).

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Smith, Ebrahimi
NAYS: 1 - Chester
ABSENT: 0 - None
Motion declared carried.

Advanced to Second Reading by Moylan, seconded by Oskerka, to adopt the Ordinance Z-53-21 incorporating amendments to Ordinance Z-52-21, AN ORDINANCE APPROVING A MAJOR VARIATION FROM SECTION 12-11-6.B OF THE CITY OF DES PLAINES ZONING ORDINANCE AT 2805-2845 MANNHEIM ROAD TO ALLOW THE CONSTRUCTION OF A BILLBOARD (CASE #21-042-TA-V).

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka, Zadrozny,
Ebrahimi, Mayor Goczowski
NAYS: 3 - Brookman, Chester, Smith
ABSENT: 0 - None
Motion declared carried.

**PUBLIC HEARING/
2020 CDBG
CONSOLIDATED
ANNUAL
PERFORMANCE &
EVALUATION
REPORT
Resolution
R-192-21**

Mayor Goczowski called the 2020 CDBG Consolidated Annual Performance & Evaluation Report (CAPER)/Resolution R-192-21: Approving the Community Development Block Grant Program Consolidated Annual Performance and Evaluation Report for Program Year 2020 Public Hearing to order at 7:53 p.m.

Director of Community and Economic Development Carlisle reviewed a memorandum dated November 23, 2021.

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

The City of Des Plaines Program Year (PY) 2020 CAPER summarizes the program performance of Year 1 of the CDBG Consolidated Plan (PY2020 Action Plan, October 1, 2020,

to September 30, 2021). The CAPER reports on the expenditures and accomplishments of the public service, housing, and infrastructure programs performed with respect to the goals established in the Action Plan.

This public hearing completes the required public comment period as required by HUD. The 15-day public comment period for the CAPER began November 17, 2021, following a public notice published in the Journal and Topics on November 3, 2021. The CAPER is available for public viewing at the Civic Center, as well as at the following link: www.desplaines.org/draft2020caper.

Moved by Chester, seconded by Zadrozny, to approve the Resolution R-192-21, A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR PROGRAM YEAR 2020.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,
Chester, Smith, Ebrahimi

NAYS: 1 - Brookman

ABSENT: 0 - None

Motion declared carried.

Mayor Goczkowski adjourned the Public Hearing at 7:55 p.m.

PUBLIC COMMENT

Resident John Maag stated he was upset regarding the handling of the second readings during the Public Hearings. He also questioned the status of the senior discount on the water bill. In addition, he asked why the City has not had a Des Plaines Theatre opening ceremony for the residents. He also stated his objection to a data center development at Maple and Touhy; he is concerned with the potential noise pollution and electric outages.

Alderman Chester responded to the resident stating it is his understanding the data center is not currently a viable project.

ALDERMEN ANNOUNCEMENTS

Alderman Lysakowski thanked Public Works for the Downtown holiday city lights.

Alderman Oskerka thanked City staff for their work with the Holiday Tree Lighting.

Alderman Brookman believes having a Des Plaines Theatre opening ceremony for the residents is a wonderful idea.

Alderman Chester concurred with Alderman Brookman regarding an opening ceremony for the Des Plaines Theatre.

Alderman Smith thanked the Des Plaines Community Foundation Group along with their associated sponsors and volunteers for delivering Thanksgiving meals to Des Plaines residents in need.

Alderman Ebrahimi stated his appreciation for the Holiday Tree Lighting.

MAYORAL ANNOUNCEMENTS

Mayor Goczkowski stated the City staff did an amazing job at the Holiday Tree Lighting.

On March 16, 2020, a Declaration of Civil Emergency for the City of Des Plaines related to the COVID-19 emergency was authorized. The Declaration provided that: (1) the City may enter into contracts for the emergency purchase of goods and services; (2) the City Manager may implement emergency staffing protocols pursuant to the City's respective collective

bargaining agreements; and (3) directed City officials and employees to cooperate with other government agencies.

In accordance with Illinois statutes, the Mayor's Declaration lasted only for a period of seven days, unless it was extended by action of the City Council. At each subsequent City Council meeting, the City Council, by motion, extended the Declaration until the next adjournment of the next special or City Council meeting. This extension of the Declaration includes the Supplemental Order dated July 29, 2020.

Mayor Goczkowski presented an extension to the Declaration of Civil Emergency.

Moved by Brookman, seconded by Chester, to extend the March 16, 2020 Declaration of Civil Emergency until the adjournment of the next regular, special, or emergency meeting of the City Council.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

CONSENT AGENDA Moved by Brookman, seconded by Oskerka, to establish the Consent Agenda.

Moved by Lysakowski, seconded by Zadrozny, to approve the Consent Agenda.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Minutes were approved; Ordinance M-28-21, M-29-21 were adopted; Resolutions R-193-21, R-194-21, R-196-21, R-197-21, R-198-21, R-199-21, R-201-21 were adopted.

APPROVE CNTRCT/
NUISANCE ABAT &
GRASS CUTTING/
CLAUSS
BROTHERS, INC

Consent Agenda

Moved by Lysakowski, seconded by Zadrozny to Approve Resolution R-193-21, A RESOLUTION APPROVING THE SECOND RENEWAL OF A CONTRACT WITH CLAUSS BROTHERS, INC FOR NUISANCE ABATEMENT AND GRASS CUTTING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-193-21

APPROVE CNTRCT/
EL INSP/
CITYWIDE
ELEVATOR
INSPECTION
SERVICES INC

Consent Agenda

Moved by Lysakowski, seconded by Zadrozny to Approve Resolution R-194-21, A RESOLUTION APPROVING THE FIRST RENEWAL OF A CONTRACT WITH CITYWIDE ELEVATOR INSPECTION SERVICES INC FOR ELEVATOR INSPECTION AND SAFETY DEVICE PLAN REVIEW SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-194-21

APPROVE PURCH/
WOOD CHIPPER/
ALEXANDER
EQUIPMENT
COMPANY
Consent Agenda

Moved by Lysakowski, seconded by Zadrozny to Approve Resolution R-196-21, A RESOLUTION AUTHORIZING THE PURCHASE OF A MORBARK WOOD CHIPPER FROM ALEXANDER EQUIPMENT COMPANY THROUGH SOURCEWELL. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-196-21

APPROVE TASK
ORD NO. 9/ FIRE
STATION 61
REMODEL/ FGM
ARCHITECTS, INC
Consent Agenda

Moved by Lysakowski, seconded by Zadrozny to Approve Resolution R-197-21, A RESOLUTION APPROVING TASK ORDER NO. 9 WITH FGM ARCHITECTS, INC FOR ARCHITECTURAL DESIGN SERVICES FOR THE REMODELING OF FIRE STATION 61. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-197-21

APPROVE TASK
ORD NO. 10/ CITY
HALL & POLICE
STATION LOBBIES/
FGM ARCHITECTS,
INC
Consent Agenda

Moved by Lysakowski, seconded by Zadrozny to Approve Resolution R-198-21, A RESOLUTION APPROVING TASK ORDER NO. 10 WITH FGM ARCHITECTS INC FOR ARCHITECTURAL DESIGN SERVICES FOR THE REMODELING OF CITY HALL AND POLICE STATION LOBBIES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-198-21

APPROVE MSTR
CNTRCT/ PROF
ENGR SVCS/
MANHARD
CONSULTING LTD
Consent Agenda

Moved by Lysakowski, seconded by Zadrozny to Approve Resolution R-199-21, A RESOLUTION APPROVING A MASTER CONTRACT WITH MANHARD CONSULTING LTD FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-199-21

APPROVE AGRMT/
IMP ON US RTE 14/
IDOT
Consent Agenda

Moved by Lysakowski, seconded by Zadrozny to Approve Resolution R-201-21, A RESOLUTION APPROVING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS ON US ROUTE 14 FROM NICHOLAS DRIVE TO WESTERN AVENUE. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-201-21

SECOND READING/
ORDINANCE
M-28-21
Consent Agenda

Moved by Lysakowski, seconded by Zadrozny to Approve Ordinance M-28-21, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "B" LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/
ORDINANCE
M-29-21
Consent Agenda**

Moved by Lysakowski, seconded by Zadrozny to Approve Ordinance M-29-21, AN ORDINANCE TERMINATING THE DESIGNATION OF TIF NO. 1 AS A REDEVELOPMENT PROJECT AREA UNDER THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES
Consent Agenda**

Moved by Lysakowski, seconded by Zadrozny to Approve the Minutes of the City Council meeting of November 15, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

APPOINTMENTS

Mayor Goczowski read the following appointment for consideration, no action was required:

YOUTH COMMISSION

Maria Rosa Cullotta – Term to Expire 9/4/2024

Maria Rosa Cullotta thanked the City Council for the consideration of her appointment; and she gave a brief summary of her community connection.

**UNFINISHED
BUSINESS**

**CONSIDER
AMENDING THE
TEXT OF THE
ZONING
ORDINANCE
REGARDING OFF-
STREET PARKING
IN APPROVED
PLANNED UNIT
DEVELOPMENTS,
COLLECTIVE OFF-
STREET PARKING,
AND ELECTRIC
VEHICLE
CHARGING
PARKING SPACES
(CASE #21-038-TA)
Ordinance
Z-55-21**

Director of Community and Economic Development Carlisle reviewed a memorandum dated November 23, 2021.

At the November 15, 2021, City Council meeting, the Council voted to approve the proposed amendments within Ordinance Z-55-21 as revised. If approved, the revised portion would be inserted into the Zoning Ordinance under Section 12-9-3.B to read:

2. Any required parking spaces in the separate zoning lot are within 300 feet of the use served, measured from the main entrance of the use and the nearest point of the separate zoning lot.

The 300-foot distance would apply for all uses and the stated distance measurement method reflects the Council's motion.

Collective and Shared Parking

In general, the City wants to foster the efficient use of land and to give businesses, organizations, and developments flexibility in how they meet their off-street parking requirements. The Zoning Ordinance, which establishes the City's off-street parking rules, currently attempts to make allowances for when a particular property does not have enough on-site parking to accommodate a proposed use. While the most typical and preferred arrangement is for each property to have enough parking on its own site for all uses served, occasionally this is not feasible. Additionally, it is somewhat common that a.) uses within a given area do not operate at the same time and b.) some parking facilities have excess spaces beyond the requirements of the uses served. For these reasons the City tries not to turn away potential users simply because the property they desire to occupy is deficient in on-site parking. Therefore, in Section 12-9-3 the Ordinance provides for how uses can capitalize on shared or off-site parking. The existing rules first introduce general circumstances for when one parking facility can serve multiple uses (12-9-3.A) and then introduces 12-9-3.B., C., and D., which establish parameters for required parking spaces on a separate property from the particular use they serve. Sub-section B refers to privately owned parking and properties, sub-section C addresses publicly owned parking (e.g. a City-owned parking lot or garage), and sub-section D refers to instances of vacancy that leads to all or a portion of parking going unused.

Earlier in 2021, a conditional use petitioner sought to utilize allowances of sub-section B. The subject property was deficient per the baseline requirement of Section 12-9-7. Beyond day-to-day activities addressed by Section 12-9-7, the use was expected to have well-attended meetings when demand for parking would far exceed the baseline requirement. The petitioner submitted multiple draft shared parking agreements to demonstrate that parking spaces would be available to them at other properties in the same neighborhood. However, these properties lay on the other side of busy roads and intersections, and the walking path to the entrance of the proposed use would not have been linear or convenient from the majority of the proposed off-site parking. The City Council chose to deny the conditional use and then instructed staff and the Planning & Zoning Board (PZB) to study amendments that would prevent future protracted considerations of generally unworkable shared parking arrangements. The Council's intent is not to eliminate the potential for requirements to be met through off-site or shared parking agreements. However, the Council suggests that a minimum distance, similar to other communities, be established, as well as other common-sense limitations.

As part of research for the draft amendments, staff sought assistance from the Northwest Municipal Conference (NWMC), which distributed survey questions to other communities. Staff summarized the responses for inclusion in this report to support the rationale for the proposed amendments. At the September 14, 2021 public hearing, the PZB asked staff to research additional communities beyond those surveyed, specifically Arlington Heights and Palatine. The PZB gave feedback, also, that the 300-foot distance initially proposed was too restrictive. In the Board's opinion, the measurement method initially proposed – from the main entrance of the use served to the off-site parking spaces – may be difficult or complicated to review and enforce. Members proposed a simpler lot-line-to-lot-line measurement method, which is used in other contexts in the Zoning Ordinance. In addition, the Board recommended that based on research of additional communities, it would be appropriate to distinguish between types of uses when setting the distance. They continued the hearing to October 26, 2021, when staff returned with additional research and revised amendments. Finally, to understand how the allowance is working in practice in Des Plaines, the Board requested to see an agreement that had been somewhat recently executed.

The City Council considered the matter at its November 16, 2021, meeting and decided via motion to revise the amendments back to a 300-foot distance and to change the measurement method: Measure from the main entrance of the use served to the nearest point of the zoning lot for the separate, off-site parking area.

In summary, the revised amendments do the following:

- Clarify zoning administrator and City Council authority to approve shared or off-site parking, depending on the process;
- Rework "reduction" in off-street parking requirement instead as a "fulfillment";
- Require that shared parking agreements be kept current and filed with the Department of Community and Economic Development; and
- Reorganize and add to the limitations for when shared, off-site parking on privately-owned zoning lots is possible.

Electric Vehicle Charging Spaces

On October 18, 2021, the City Council adopted the Chicago Region's Climate Action Plan and joined the Metropolitan Mayors Caucus' Greenest Region Compact. This action signals affirmation for the consideration of policy changes that will lead to greater environmental sustainability. One component is decarbonizing transportation and reducing emissions. The conversion to electric vehicles from traditional engines that require combustible fossil-fuel products is one action being taken around the world.

As electric vehicles (EV) become more common, the need for charging is increasing. While some EV owners have a charging port at their homes, many do not, or they drive frequently

enough or for long enough durations and distances that they must charge away from home. Commercial vehicles such as those used in freight and delivery are also becoming part of the EV market. Charging spaces and their attendant equipment are now present throughout the Chicago region in public and private parking lots and garages. In fact, Des Plaines already has two charging spaces in a public lot at the northeast corner of Ellinwood and Lee Street, adjacent to the library. Charging spaces that are generally open to the public – whether on public or private property – usually operate on three models: 1.) Users pay to charge, either per unit of energy or based on a subscription; 2.) property owners pay for the vendor for the charging equipment to attract or serve a market of customers or employees who need EV charging; and/or 3.) charging is free or very low-cost because the ports display advertisements.

However, earlier this year staff received a building permit application to install four charging spaces and equipment at Metropolitan Square, specifically adjacent to Shop and Save and Fifth Third Bank. Staff has denied this permit for now because the proposed change a.) requires currently open, unreserved parking to be repurposed as parking reserved for charging EVs only and b.) the proposed change would reduce the number of parking spaces in a Planned Unit Development, which per 12-3-5 qualifies as a “Major Change,” necessitating a public hearing, City Council approval, and the formal altering of the Final Plat of PUD.

Staff sought assistance from NWMC, which provided prior survey results for zoning rules in nearby communities. Attempting to address the reasonably foreseeable circumstances without over-regulating, amendments are proposed that would do the following:

- Establish term definitions in Section 12-13-13 for “Electric Vehicle Charging Space” and “Electric Vehicle Supply Equipment,” with the latter covering charging ports and all necessary structures adjacent to the charging spaces; The definition for “Electric Vehicle Charging Space” allows these spaces to count for up to 5 percent of an off-street parking minimum (e.g. one space within a 20-space requirement; 5 spaces within a 100-space requirement; 10 spaces within a 500-space requirement), with no limitation if the EV spaces are allocated from the supply beyond the requirement;
 - The definition excludes private residential facilities so as not to affect those who, for example, choose to install one EV charging space in their two-car home garage. This is already allowed and is not intended to be changed.
- Address in Section 12-9-6 where and how EV charging spaces may be marked within parking facilities and limit the height of charging ports (maximum 8 feet), area of identification signage (1.5 square feet), and reinforce landscaping requirements;
- Amend Sections 12-11-5 and 12-11-6 to create a limited allowance for electronic message board signs embedded within charging ports, with a maximum area of 6 square feet and copy limited to businesses for which the sign is intended; and
- Carve out a “minor change” circumstance in 12-3-5 for PUDs when repurposing/restripping parking spaces for EV charging or additional mobility impaired accessible parking.
 - The Illinois Accessibility Code changes from time to time, imposing greater requirements
 - Minor changes may be approved administratively, without a public hearing and months-long public process. These amendments are designed to avoid an onerous approval process for property owners/managers who chose to allocate more accessible parking than is required.

On September 14, 2021, the PZB voted 6-0 to recommend approval of the portion of the amendments related to electric vehicle charging. The Board continued the hearing to October 26, 2021, for additional research and revisions related to collective and shared parking. At the continuation of the hearing, the Board voted 5-0 to recommend approval.

Alderman Brookman stated she is in favor of the amendment to the Ordinance, but not the Ordinance as a whole. She believes the Ordinance should have been divided, and looks for corrections to be made in regards to ordinance language in the future.

Moved by Zadrozny, seconded by Moylan, to Adopt the Ordinance Z-55-21 as amended, AN ORDINANCE AMENDING THE TEXT OF THE ZONING ORDINANCE OF THE CITY OF DES PLAINES REGARDING OFF-STREET PARKING IN APPROVED PLANNED UNIT DEVELOPMENTS, COLLECTIVE OFF-STREET PARKING, AND ELECTRIC VEHICLE CHARGING PARKING SPACES (CASE# 21-038-TA).

Upon roll call, the vote was:

AYES: 7- Lysakowski, Moylan, Oskerka, Zadrozny,
Chester, Smith, Ebrahimi

NAYS: 1 - Brookman

ABSENT: 0 - None

Motion declared carried.

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Zadrozny, Chair

WARRANT REGISTER

Resolution R-200-21

Alderman Zadrozny presented the Warrant Register.

Moved by Zadrozny, seconded by Brookman, to Approve the Warrant Register of December 6, 2021 in the Amount of \$6,178,130.41 and approve Resolution R-200-21.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

COMMUNITY DEVELOPMENT – Alderman Chester, Chair

CONSIDER GRANTING A CONDITIONAL USE PERMIT AND MAJOR VARIATIONS FOR THE OPERATIONS OF A LIVERY SERVICE USE AND MAJOR VARIATIONS AT 580 S. WOLF RD Ordinance Z-56-21

Director of Community and Economic Development Carlisle reviewed a memorandum dated October 28, 2021.

The petitioner is requesting the following items: (i) a Conditional Use as required by Section 12-7- 3(K) of the Zoning Ordinance to allow a livery service in the M-2 zoning district; (ii) Major Variations from Section 12-10-8(A) to provide relief from the interior parking lot landscaping requirements; (iii) a Major Variation from Section 12-10-8(B) to provide relief from the perimeter parking lot landscaping requirements; (iv) a Major Variation from Section 12-10-10 to provide relief from the foundation landscaping requirements; and (v) a Major Variation from Section 12-10-9 to provide relief from the landscape buffer requirements.

The petitioner, Transport Properties, LLC, has requested a Conditional Use for a Livery Service Use and several variations for landscaping and screening at 580 S. Wolf Road. The 8.5-acre subject property is situated in between two separate railroads to its west and south, and is within the M-2 General Manufacturing district, where a Livery Service is a conditional use. The Plat of Survey shows a main building on the northeast side of the lot and multiple other structures throughout the remainder of the site, most notably a concrete production tower (“batch plant”). These are surrounded by paved, semi-paved, and gravel areas. Access to the subject property is available off Wolf Road only. At one time, there was a southern access road utilized off Thacker Street. However, this access point would be closed off and not be utilized for this use.

The petitioner wishes to remove all structures on site with the exception of the existing main building: a one-story warehouse building with the two-story attached office space located on the northeast corner of the site and fill the remainder of the lot with 16 passenger vehicle and 236 bus parking. The petitioner wishes to utilize the existing 24,690-square-foot, one-story warehouse portion of the building for bus maintenance and storage, and use the two-story office portion (6,430-square foot first level and 2,433-square foot second level) of the building for all office activities. The proposal does not include changes to the exterior of the building, as the petitioner is interested in utilizing the existing doors, windows, building materials, and finishes as indicated in the Building Plans. The petitioner's proposal also includes site improvements such as the addition of a new paved and striped parking area, landscaping along the perimeter of the parking lot area, new interior parking lot landscape beds, new turf areas, a 5,000-gallon fuel tank, and proposed screening with an eight-foot-tall fence around the entire site. Staff has added a condition that the dumpster shall be stored inside the building except during trash pickup days.

The proposed floor plan includes a 5,570-square-foot first-floor office area, 2,212-square-foot second floor office area, an 8,407-square-foot service bay area, and a 15,568-square-foot bus equipment and storage area, totaling 27,123 square feet. Note that the floor area calculation excludes bathrooms, mechanical rooms, hallways, stairwells, and storage areas up to ten percent of the entire combined floor area. The Livery Service use follows the off-street parking regulations for offices to accommodate employee, guest, and livery service related vehicle parking. Pursuant to Section 12-9-7 of the Zoning Ordinance, one parking space is required for every 250 square feet of gross floor area. A total of 109 off-street parking spaces are required, including five handicap accessible parking spaces. The Site Plan Exhibit provides 16 personal vehicle spaces, including one handicap parking space, and 236 bus parking spaces totaling 252 total spaces. However, the site plan does not designate all five required accessible parking spaces. Staff has added a condition that the petitioner's site plan submitted at the time of building permitting contains all required accessible parking with the required striping and dimensions.

The initial tenant for the livery service, First Student, anticipates having approximately 150 school buses parked on the subject property with an additional 10-15 buses typically in service for maintenance or repair. Roughly 20-25 office, dispatch, and maintenance employees will be on the subject property during a.m. and p.m. shifts. For the a.m. shift, maintenance employees arrive starting at 5 a.m., and shift bus drivers will arrive starting at 6:15 a.m. for 6:30 a.m. departures. Bus service during the morning shift will be staggered starting at 6 a.m. and ending around 9:30 a.m. The shift cross-over is between 11 a.m. and noon. For the p.m. shift, bus service shift will be staggered starting at 1 p.m. with buses returning by 5:30 p.m. Afternoon shift workers will leave at 5:30 p.m. A majority of the bus operations will occur during the regular school year from mid-August through early June. However, roughly 20-25 buses will be utilized during the summer months for the summer school season.

The petitioner submitted a traffic study by KLOA, Inc. to assess the anticipated impact of the new livery service on the subject property and surrounding infrastructure. The traffic study concludes that the anticipated traffic volumes of this use would be primarily generated outside of peak hours of adjacent roadway traffic on Wolf Road. There were no concerns that the existing access system is sufficient to handle the proposed livery service. However, it was noted that "additional evaluation" should occur regarding the at-grade railroad crossing on Wolf Road, just south of the entrance to the subject property (in other words, there is some concern about bus queueing and backup around the tracks). It was suggested that bus routing and/or departure time could be adjusted to limit the number of buses utilizing the railroad crossing on Wolf Road—meaning that buses could be routed mostly to the north (left) when leaving the property and would return from the same direction, generally avoiding the tracks. Consider, however, that this would add to traffic that would likely come to the Golf-Wolf intersection approximately a half-mile to the north.

Regarding sound impacts, consider the proposed user (First Student) will consist of many school vehicles that have an audible backing sound/beep. The petitioner writes that upon returning to the facility each night, vehicles would be backed in, causing the concentration of the sound to occur in mid-to-late afternoons instead of early in the morning. In addition, like all vehicles, there is sound from engine start-up. Transport Properties would discourage First Student from idling, except when required for vehicle maintenance.

The petitioner is also requesting several variations with the conditional use request regarding landscape requirements. The original request included a variation to reduce the required number of off-street parking spaces on the subject property from 31 to sixteen. However, as stated above and noted in the Livery Service definition in Section 12-13-3 of the Zoning Ordinance, the livery service use shall follow the parking regulation for offices to accommodate employee, guest, and livery service related vehicle parking. This allows the proposed bus parking spaces to be factored into the total off-street parking space calculation, negating the need for a variation.

The petitioner has also requested several variations pertaining to landscape requirements. Due to the nature of the use, the requested variations for relief from interior parking lot landscaping requirements—specifically quantity of trees and location of landscape areas— could be warranted based on design, as the request does intend to provide a substantial amount of landscaping throughout the site where there is currently none. Conversely, perimeter parking lot landscaping, landscape buffering, and foundation landscaping are paramount to bringing the existing property closer to conformance with the Zoning Ordinance and are arguably achievable given the layout of the subject property, the existing building, and the property's close proximity to single-family development on three of its four sides.

The PZB recommended (4-1) that the City Council approve the request with conditions via Ordinance Z-56-21, which approves a conditional use and major variations, subject to the following conditions.

Conditions of Approval:

1. That a public sidewalk is installed across the subject property's frontage along Wolf Road to the applicable specifications of the Des Plaines Municipal Code and additional governmental agency regulations as necessary.
2. The dumpster shall be stored inside the building except during trash pickup days. If a future trash enclosure is pursued, a building permit with plans for the dumpster enclosure in compliance with Section 12-10-11 of the Zoning Ordinance shall be submitted to staff.
3. The Site Plan shall be revised to contain all required accessible parking spaces with the required striping and dimensions and resubmitted at the time of building permitting.
4. A Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance shall be submitted to staff at time of building permit.
5. The use shall be monitored regularly for compliance with the Environmental Performance Standards in Chapter 12 of the Zoning Ordinance, particularly regarding sound/noise. Sufficient documentation regarding the proposed fuel tank shall be submitted with the application for a building permit to suffice for a Fire and life safety approval, pursuant to Sections 12-12-3 and 12-12-4.
6. Added by the PZB: The petitioner shall evaluate the travel paths of the school buses to determine if there are any opportunities to reroute them and minimize the number of buses that will travel to/from the south on Wolf Road and cross the railroad tracks.
7. Added by the PZB: The petitioner shall monitor the operations of the facility annually after opening to determine if any adjustments to the routing and times of departure will be necessary.

Resident Jim Murray asked the City Council to vote no on this Ordinance; he believes the traffic, noise, and pollution will diminish the quality of life of the surrounding residents. He also stated that in an email Alderman Oskerka agreed the traffic at the site with school buses stopping all the time would be horrible.

Resident David Hansen stated there should be more landscape in connection to this property, not less, to offset the possible pollution from the school buses. He mentioned he does not agree with the self-monitoring of Transport Properties, LLC regarding traffic. He also questioned the validity of the traffic study.

Resident Bruce Ahlmann thanked the Alderman for hosting the community meeting. He stated in the past, he had to reach out to various organizations for the enforcement of proper maintenance of the Meyer property; and he believes future proper maintenance on this property, unless enforcement is clearly stated, likely it will not happen. He is also disappointed by the lack of notification regarding the Meyer property in the years past; he is asking the Alderman to create an ordinance for notification to the residents within at least 1000 feet of a property requesting changes. He hopes the City will continue to support and protect the residents in the future.

Alderman Lysakowski inquired about changing the planning ordinance to insure notification of residents by Community and Economic Development within 1000 feet from the property requesting variances or changes.

Moved by Moylan, seconded by Brookman, to Deny the Ordinance Z-56-21, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT AND MAJOR VARIATIONS FOR THE OPERATIONS OF A LIVERY SERVICE USE AND MAJOR VARIATIONS AT 580 S. WOLF ROAD, DES PLAINES, IL.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

CONSIDER
GRANTING A
CONDITIONAL USE
PERMIT AND
MAJOR
VARIATION FOR A
CANNABIS
DISPENSARY AT
1504 MINER
STREET, DES
PLAINES, IL
Ordinance
Z-57-21

Director of Community and Economic Development Carlisle reviewed a memorandum dated November 23, 2021.

The petitioner is requesting a conditional use under Section 12-7-3(K) of the Zoning Ordinance to allow a cannabis dispensary in the C-5 zoning district. The petitioner is also requesting a variation from the window transparency rules of Section 12-3-11 (Building Design Review).

The petitioner is 280E, LLC, which is connected with operator D33 Mgmt, LLC. The group is owned by Bryan, Kristie, and Zachary Zises, as well as Paul Lee. They are proposing leasing 1504 Miner Street, a single-story building at the corner of Miner and Metropolitan Way, for an adult-use sales (recreational) retail cannabis dispensary. The space has been vacant since late 2017, when the former Leona's restaurant closed. Legal retail sales of adult-use cannabis products began in Illinois on January 1, 2020, enacted by the state Cannabis Regulation and Tax Act of 2019. Since then, D33 Mgmt has operated locations under the brand Dispensary33, one of the first adult-use retailers to be open in Illinois (Andersonville neighborhood of Chicago). They have since opened a second location in the West Loop neighborhood of Chicago and are pursuing a location in Wicker Park concurrent to their application in Des Plaines.

The City of Des Plaines amended its Zoning Ordinance twice related to cannabis business establishments (an umbrella term that encompasses retail dispensaries and cannabis supply-

chain businesses). The first amendments were in late 2019, and the second were in August 2021. Prior to August 2021, cannabis dispensaries were not possible in the C-5 Central Business District/downtown Des Plaines, but Ordinance Z-42-21 established them as a conditional use. All cannabis business establishments in Des Plaines, regardless of zoning district, are prohibited from locating within 500 feet of a pre-existing school, place of worship, or commercially zoned child care center. The subject property is more than 500 feet from the zoning lot lines of these types of uses.

All cannabis business establishments are also subject to the Use Standards of Section 12-8-13 of the Zoning Ordinance. These set requirements and limitations related to signage, lighting, hours of operation (limited to 10 a.m. through 8 p.m.), prohibition of on-site consumption and delivery to consumers, seismic and sonic detectors, consent to odor inspection, and full compliance with state regulations, which may change from time to time. State regulations are established both by state statute and the Illinois Department of Financial and Professional Regulation (IDFPR). IDFPR licenses and inspects dispensaries, and sets forth requirements that include, for example, exterior security cameras and on-site security personnel.

As the petitioner states in their project narrative, Green & Foster, LLC, is one of the partners in the endeavor. Green & Foster is a “social equity” candidate that won a state conditional license lottery in Summer 2021. The state gives priority to social equity candidates in lotteries for conditional licenses.

The City can collect a three percent Municipal Cannabis Retailers’ Occupation Tax on the gross retail sales of all adult-use cannabis. In their project narrative, the petitioner projects by late 2022 the average sales for a dispensary in Illinois will be \$500,000 per month, or \$6 million per year. Sales volume varies based on location, size of store, and other factors. Research from various cannabis business sources reveals a range of national average annual sales between \$974-\$1,773 per square foot. Using the petitioner’s estimate, it is estimated the City could collect an estimated \$180,000 per year in cannabis taxes from this dispensary, and that does not include other taxes that may apply, such as the home-rule retail sales tax (1 percent) and a local share of the state retail sales tax.

The subject property is 5,428 square feet. The site and floor plans indicate a total proposed building area of 4,180 square feet, which includes a downstairs storage area to complement the upstairs sales, employee, and storage areas.

The parking requirement for cannabis dispensaries in Section 12-9-7 of the Zoning Ordinance has three different ratios based on components of the floor plan: one space for every 200 square feet of gross floor area with public access plus one space for every 250 square feet of gross floor area dedicated to office uses, plus one space for every 1,500 square feet of gross floor area dedicated to ancillary uses. The definition of “floor area” in Section 12-13-3 allows certain spaces such as restrooms, mechanical rooms, hallways, and up to 10 percent of storage areas to be excluded. Further, because the subject property is in the C-5 district, Section 12-7-3.H.6. allows the first 2,500 square feet to be exempt. Given the order of the floor plan components in the parking requirement – first public access, then office, then ancillary – the unexcluded space falls under “ancillary use” and is subject to a ratio of one space per 1,500 square feet. Therefore, the minimum parking requirement is two off-street spaces.

The petitioner is proposing three off-street spaces, all in the rear. One of the spaces is reserved as an accessible space. In addition to the required off-street parking, there is immediately adjacent angle parking on the east side of Metropolitan Way, just west of the sidewalk next to the building. These eight spaces, one of which is an accessible space, are limited to 90 minutes and are likely to be helpful in accommodating the use, although other businesses in the area also rely on these spaces. Regardless, an overall parking shortage is not anticipated, especially with the Metropolitan Square garage and additional on-street parking within a short walk of

the subject property. Finally, the petitioner reasonably projects that given their location some customers will arrive via public transportation.

The petitioner will allocate one parking space for deliveries. The delivery plan in the project narrative specifies the frequency of daily deliveries (likely two to three times per day) in Ford Transit Connect or Sprinter vans. Delivery methods are also regulated by IDFP, which requires that deliveries be conducted by a licensed transporter and that a security guard be present.

The project narrative and submitted renderings indicate that façade alterations will be necessary on the Miner side. These alterations make the project subject to the Building Design Review requirements of Section 12-3-11. Specifically Sub-section D.1.a.1. requires “highly transparent, nonreflectance windows.” The petitioner cites a state requirement that dispensaries must maintain a window tint, which would make the storefront windows only partially instead of highly transparent. The petitioner would apply a window film to achieve the state-required tint. However, this requires a variation.

The PZB took a motion to recommend the City Council approve both the conditional use and variation request, and the vote was 3-1, with three in favor and one against.

Under Sections 12-3-4(D) and 12-3-6(G) of the Zoning Ordinance, the City Council has final authority on approval, approval subject to conditions, or denial of the conditional use and variation for a cannabis dispensary at 1504 Miner Street. If the City Council ultimately approves the request, the following conditions are recommended by Staff:

1. The petitioner shall submit to the Des Plaines Police Department, at the frequency determined by the Department, an updated and detailed list of security personnel.
2. Dispensary windows shall have substantially the same appearance as those used as an example in the application submittal. Detailed specifications on transparency shall be included with the building permit application.
3. No temporary certificate of occupancy or certificate of occupancy will be issued for the Subject Property unless and until the Petitioner has provided proof that the Illinois Department of Financial and Professional Regulation has issued a license to operate a cannabis dispensing organization on the Subject Premises.

Resident Janiece Archer expressed her concern with the dispensary, and her view of possible crime which may come along with this business.

Resident John Maag expressed his objection with the dispensary; he also shared his personal family connection to why he is not in support of marijuana.

Resident Shirley Smith stated she is in favor of having a dispensary in the City since it is a positive source of revenue; however, she is opposed to the location. She does not see the location as being a positive fit for the landscape of the Downtown main street area.

Resident Bill Decker objects to the location of the dispensary. He quoted a Washington Post article regarding the neuroscience of cannabis in connection to how it affects the brains of individuals, especially adolescents. He wanted to bring to the forefront the issues of marijuana and its effect on health.

Alderman Lysakowski inquired about if an additional tax can be added. He requested putting the tax revenue into a fund for the Police and Fire Pensions. He also wants to extend the closing time limits for cannabis dispensaries past 8:00 p.m.

Alderman Moylan agreed with having the additional three percent tax collected from the dispensary to be directly allocated for the Police and Fire Pensions.

Alderman Brookman believes the designated location is not a good idea; she stated the proposed site does not conform with the land use for this site as expressed in the City's comprehensive plan. She stated the proposed use does not meet the criteria for the comprehensive plan and the urban mix envisioned for the Downtown area; she stated the plan site signals a preference for a restaurant. She mentioned the location would be ideal for a restaurant. She noted there are restaurants interested into coming to Des Plaines, and she believes there are not many other locations in Downtown that would be as conducive to restaurant use as this property. She believes the dispensary will not attract other businesses, but will actually do the opposite by deterring other businesses.

Alderman Brookman also pointed out her concern that the conditional use runs with the property even if the property is sold.

Alderman Oskerka quoted a study by the National Restaurant Association and Ohio University stating sixty percent of all restaurants fail within their first year and eighty percent fail within five years. He believes the dispensary will be a permanent business that will sustain the Downtown area.

Alderman Chester has a friend, Italian chef, who previously looked at this site for a possible restaurant, but could not follow through since the rent was too high.

A representative from 280E, LLC answered questions from the Alderman.

Mayor Goczkowski believes the cannabis dispensary will bring individuals with disposable income to the Downtown area.

Resident John Maag stated the dispensary will not help promote other businesses; he mentioned once they purchase their product they will go to a location in which they can smoke or consume the product.

Moved by Oskerka, seconded by Moylan, to Approve the Ordinance Z-57-21, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT AND MAJOR VARIATION FOR A CANNABIS DISPENSARY AT 1504 MINER STREET, DES PLAINES, ILLINOIS. No vote due to an amendment to the motion.

Moved by Zadrozny, seconded by Oskerka, to Approve an amendment to the Ordinance Z-57-21 to add clarifying language to state the conditional use is only for the applicant and not tied to the property, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT AND MAJOR VARIATION FOR A CANNABIS DISPENSARY AT 1504 MINER STREET, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Moved by Oskerka, seconded by Moylan, to Approve the Ordinance Z-57-21 as amended, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT AND MAJOR VARIATION FOR A CANNABIS DISPENSARY AT 1504 MINER STREET, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,
Zadrozny, Chester, Ebrahimi

NAYS: 2 - Brookman, Smith

ABSENT: 0 - None

Motion declared carried.

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

Alderman Zadrozny mentioned there is a new business, At 7 Bar and Grill, in Metropolitan Square; encouraging community support for this new business.

Alderman Brookman hoped everyone had a wonderful Thanksgiving.

ADJOURNMENT

Moved by Brookman, seconded by Chester to adjourn the meeting. The meeting adjourned at 9:46 p.m.

Jessica M. Mastalski – City Clerk

APPROVED BY ME THIS _____

DAY OF _____, 2021

Andrew Goczkowski, MAYOR



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: December 9, 2021

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

From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*

Subject: Consideration of Conditional Use and Variation for an Adult Use (Recreational) Retail Cannabis Dispensary at 1504 Miner Street, Case 21-048-CU-V (1st Ward)

Update: The City Council at its December 6, 2021 meeting approved Ordinance Z-57-21 on first reading *as amended*. The Council motioned to amend Section 6 of the ordinance so that approval is binding only to the current petitioner and operator. The ordinance has been revised accordingly and is attached.

Issue: The petitioner is requesting a conditional use under Section 12-7-3(K) of the Zoning Ordinance to allow a cannabis dispensary in the C-5 zoning district. The petitioner is also requesting a variation from the window transparency rules of Section 12-3-11 (Building Design Review).

Address: 1504 Miner Street

Petitioner: 280E, LLC

Owner: Metropolitan Square Plaza, LLC

Case Number: 21-048-CU-V

Real Estate Index #: 09-17-415-025-0000

Ward: #1, Alderman Mark Lysakowski

Existing Zoning: C-5, Central Business District

Existing Land Use: Vacant; former Leona's restaurant

Surrounding Zoning: Northeast: C-5, Central Business District
Northwest: C-5, Central Business District
Southeast: C-5, Central Business District
Southwest: C-5, Central Business District

- Surrounding Land Use:** Northeast: Mixed-use residential/commercial building (Metropolitan Square)
Northwest: Restaurant (Sugar Bowl) and Metropolitan Square parking garage
Southeast: Martial arts academy (educational studio), various retail and service
Southwest: Public transportation station: Metra commuter rail and Pace bus
- Street Information:** Miner Street is classified as an arterial, and Metropolitan Way is a local street. The segment of Miner Street is under Illinois Department of Transportation (IDOT) jurisdiction and has an average traffic count of approximately 16,000 vehicles per day.
- Comprehensive Plan:** The Plan illustrates this site as “higher density urban mix with residential.”
- Background and Project:** The petitioner is 280E, LLC, which is connected with operator D33 Mgmt, LLC. The group is owned by Bryan, Kristie, and Zachary Zises, as well as Paul Lee. They are proposing leasing 1504 Miner Street, a single-story building at the corner of Miner and Metropolitan Way, for an adult-use sales (recreational) retail cannabis dispensary. The space has been vacant since late 2017, when the former Leona’s restaurant closed. Legal retail sales of adult-use cannabis products began in Illinois on January 1, 2020, enacted by the state Cannabis Regulation and Tax Act of 2019. Since then, D33 Mgmt has operated locations under the brand Dispensary33, one of the first adult-use retailers to be open in Illinois (Andersonville neighborhood of Chicago). They have since opened a second location in the West Loop neighborhood of Chicago and are pursuing a location in Wicker Park concurrent to their application in Des Plaines.

The City amended its Zoning Ordinance twice related to cannabis business establishments (an umbrella term that encompasses retail dispensaries and cannabis supply-chain businesses). The first amendments were in late 2019, and the second were in August 2021. Prior to August 2021, cannabis dispensaries were not possible in the C-5 Central Business District/downtown Des Plaines, but Ordinance Z-42-21 established them as a conditional use. All cannabis businesses establishments in Des Plaines, regardless of zoning district, are prohibited from locating within 500 feet of a pre-existing school, place of worship, or commercially zoned child care center. The subject property is more than 500 feet from the zoning lot lines of these types of uses. The nearest are south of the railroad tracks: First United Methodist Church at 668 Graceland Avenue, St. Mary Catholic School and Parish at 801 Center Street and 794 Pearson Street, and the Central School building and playground/ballfields at 1526 E. Thacker Street (measuring from the north frontage on Prairie Avenue). All are approximately 900 feet from the subject property.

All cannabis business establishments are also subject to the Use Standards of Section 12-8-13 of the Zoning Ordinance. These set requirements and limitations related to signage, lighting, hours of operation (limited to 10 a.m. through 8 p.m.), prohibition of on-site consumption and delivery to consumers, seismic and sonic detectors, consent to odor inspection, and full compliance with state regulations, which may change from time to time. State regulations are established both by state statute and the Illinois Department of Financial and Professional Regulation (IDFPR). IDFPR licenses and inspects dispensaries, and sets forth requirements that include, for example, exterior security cameras and on-site security personnel.

As the petitioner states in their project narrative, Green & Foster, LLC, is one of the partners in the endeavor. Green & Foster is a “social equity¹” candidate that won a state conditional license lottery² in Summer 2021. The state gives priority to social equity candidates in lotteries for conditional licenses.

The City can collect a three percent³ Municipal Cannabis Retailers’ Occupation Tax on the gross retail sales of all adult-use cannabis. In their project narrative, the petitioner projects by late 2022 the average sales for a dispensary in Illinois will be \$500,000 per month, or \$6 million per year. Sales volume varies based on location, size of store, and other factors. Research from various cannabis business sources reveals a range of national average annual sales between \$974⁴-\$1,773⁵ per square foot. Using the petitioner’s estimate, it is estimated the City could collect an estimated \$180,000 per year in cannabis taxes from this dispensary, and that does not include other taxes that may apply, such as the home-rule retail sales tax (1 percent) and a local share of the state retail sales tax. An attached chart from the Illinois Municipal League (IML) shows potential revenue sources.

The subject property is 5,428 square feet. The site and floor plans indicate a total proposed building area of 4,180 square feet, which includes a downstairs storage area to complement the upstairs sales, employee, and storage areas.

The parking requirement for cannabis dispensaries in Section 12-9-7 of the Zoning Ordinance has three different ratios based on components of the floor plan: one space for every 200 square feet of gross floor area with public access plus one space for every 250 square feet of gross floor area dedicated to office uses, plus one space for every 1,500 square feet of gross floor area dedicated to ancillary uses. The definition of “floor area” in Section 12-13-3 allows certain spaces such as restrooms, mechanical rooms, hallways, and up to 10 percent of storage areas to be excluded. Further, because the subject property is in the C-5 district, Section 12-7-3.H.6. allows the first 2,500 square feet to be exempt. Given the order of the floor plan components in the parking requirement – first public access, then office, then ancillary – the unexcluded space falls under “ancillary use” and is subject to a ratio of one space per 1,500 square feet. Therefore, the minimum parking requirement is two off-street spaces.

The petitioner is proposing three off-street spaces in the rear. One of the spaces is reserved as an accessible space. In addition, there is adjacent angle parking on Metropolitan Way, just west of the sidewalk next to the building. These eight

¹ Social Equity Applicant Criteria (2021). Illinois Department of Commerce and Economic Opportunity. Accessed 30 October 2021 at <https://www2.illinois.gov/dceo/CannabisEquity/Pages/SocialEquityApplicantCriteria.aspx>.

² All adult-use retail cannabis dispensaries must be licensed by the State of Illinois, which controls the overall number and distribution across the state of issued licenses. The Department of Financial and Professional Regulation (IDFPR) issues conditional licenses through a lottery system. Once entities have finalized a location and fulfilled all state operational and inspection requirements, the dispensary is given a license to operate.

³ The state collects the tax on behalf of the municipality and then remits it back. The state retains a small amount as an administrative fee.

⁴ McVey, E. (2021). “Chart of the Week: Cannabis Retailers Excel in Key Revenue Metric.” MJBizDaily. Accessed at <https://mjbizdaily.com/chart-of-the-week-cannabis-retailers-excel-in-key-revenue-metric/>.

⁵ Evans, M (2019, January 10). “This is how much the average dispensary makes a month.” CannaSOS. Accessed at <https://cannasos.com/news/business/this-is-how-much-the-average-dispensary-makes-a-month>.

spaces, one of which is an accessible space, are limited to 90 minutes and are likely to be helpful in accommodating the use, although other businesses in the area also rely on these spaces. Regardless, an overall parking shortage is not anticipated, especially with the Metropolitan Square garage and additional on-street parking within a short walk of the subject property. Finally, the petitioner reasonably projects that given their location some customers will arrive via public transportation.

The petitioner will allocate one parking space for deliveries. The delivery plan in the project narrative specifies the frequency of daily deliveries (likely two to three times per day) in Ford Transit Connect or Sprinter vans. Delivery methods are also regulated by IDFPR, which requires that deliveries be conducted by a licensed transporter and that a security guard be present.

The project narrative and submitted renderings indicate that façade alterations will be necessary on the Miner side. These alterations make the project subject to the Building Design Review requirements of Section 12-3-11. Specifically Sub-section D.1.a.1. requires “highly transparent, nonreflectance windows.” The petitioner cites a state requirement that dispensaries must maintain a window tint, which would make the storefront windows only partially instead of highly transparent. See the project narrative for an example from the Dispensary33 West Loop store, which is suggested to be emulated at the subject property. The petitioner would apply a window film, the specifications for which are an exhibit to the approving ordinance, to achieve the state-required tint. However, this requires a variation.

Alignment with the Comprehensive Plan

The following is a discussion of how the use may or may not align with the 2019 Comprehensive Plan:

- **Future Land Use Plan:**
 - This property is illustrated as higher density urban mix with residential. This category was used throughout downtown Des Plaines to signal support for adding residential units wherever a proposal was made to do so. While the petitioner’s proposal retains the building as single-use commercial, in broad terms, a retail cannabis dispensary is generally compatible with an “urban mix,” as envisioned for downtown.
- **Downtown Des Plaines:**
 - Returning the vacant space to active use, with the attendant façade improvements, will improve the streetscape, as called for in this chapter.
 - However, this chapter also calls for creating “a restaurant cluster on Miner Street next to the Des Plaines Theatre,” signaling a preference for a restaurant use at the subject property.
 - On the other hand, it may not be practical for every space in the Miner blocks adjacent to the theatre to be a restaurant. In fact, the current 1504 Miner space is no longer built out for a restaurant, according to observations of Building Division staff. The additional foot traffic from a successful retail business such as a cannabis dispensary may support the existing restaurants and/or attract others to the strip.

The City Council can determine if the benefits of the proposed dispensary align with the Comprehensive Plan, or if the Council prefers to adhere to a vision for a restaurant or food-and-entertainment-oriented use.

Conditional Use and Variation Findings: Conditional Use and Variation requests are subject to the standards set forth in the Zoning Ordinance, Sections 12-3-4(E) and Section 12-3-6(H) respectively. The attached meeting minutes from the Planning and Zoning Board (PZB) meeting contain comments that serve as rationale in support of the standards. The City Council may draw upon these or may state their own as rationale for approval or denial of the conditional use and variation.

PZB Public Hearing and Result

On November 9, 2021, the PZB held a public hearing. The petitioner presented and answered questions of the Board, and the public was afforded an opportunity to speak and comment. There were no comments. The Board took a motion to recommend the City Council approve both the conditional use and variation request, and the vote was 3-1, with three in favor and one against.

City Council Procedure and Recommended Conditions: Under Sections 12-3-4(D) and 12-3-6(G) of the Zoning Ordinance, the City Council has final authority on approval, approval subject to conditions, or denial of the above-mentioned conditional use and variation for a cannabis dispensary at 1504 Miner Street. Consideration of the request should be based on a review of the information presented by the applicant and the standards for each request. If the City Council ultimately approves the request, the following conditions are recommended:

1. The petitioner shall submit to the Des Plaines Police Department, at the frequency determined by the Department, an updated and detailed list of security personnel.
2. Dispensary windows shall have substantially the same appearance as those used as an example in the application submittal. Detailed specifications on transparency shall be included with the building permit application.
3. No temporary certificate of occupancy or certificate of occupancy will be issued for the Subject Property unless and until the Petitioner has provided proof that the Illinois Department of Financial and Processional Regulation has issued a license to operate a cannabis dispensing organization on the Subject Premises.

Attachments:

Attachment 1: Location map with zoning and 500-foot buffer

Attachment 2: Staff photos

Attachment 3: Plat of survey

Attachment 4: Project narrative, operational plans, responses to standards, Dispensary33 West Loop photos

Attachment 5: IML revenue chart

Attachment 6: Letter from PZB Chairman Jim Szabo

Attachment 7: Excerpt from Draft Minutes of November 9, 2021 PZB Meeting

Ordinance Z-57-21

Exhibit A: Photos of proposed window style

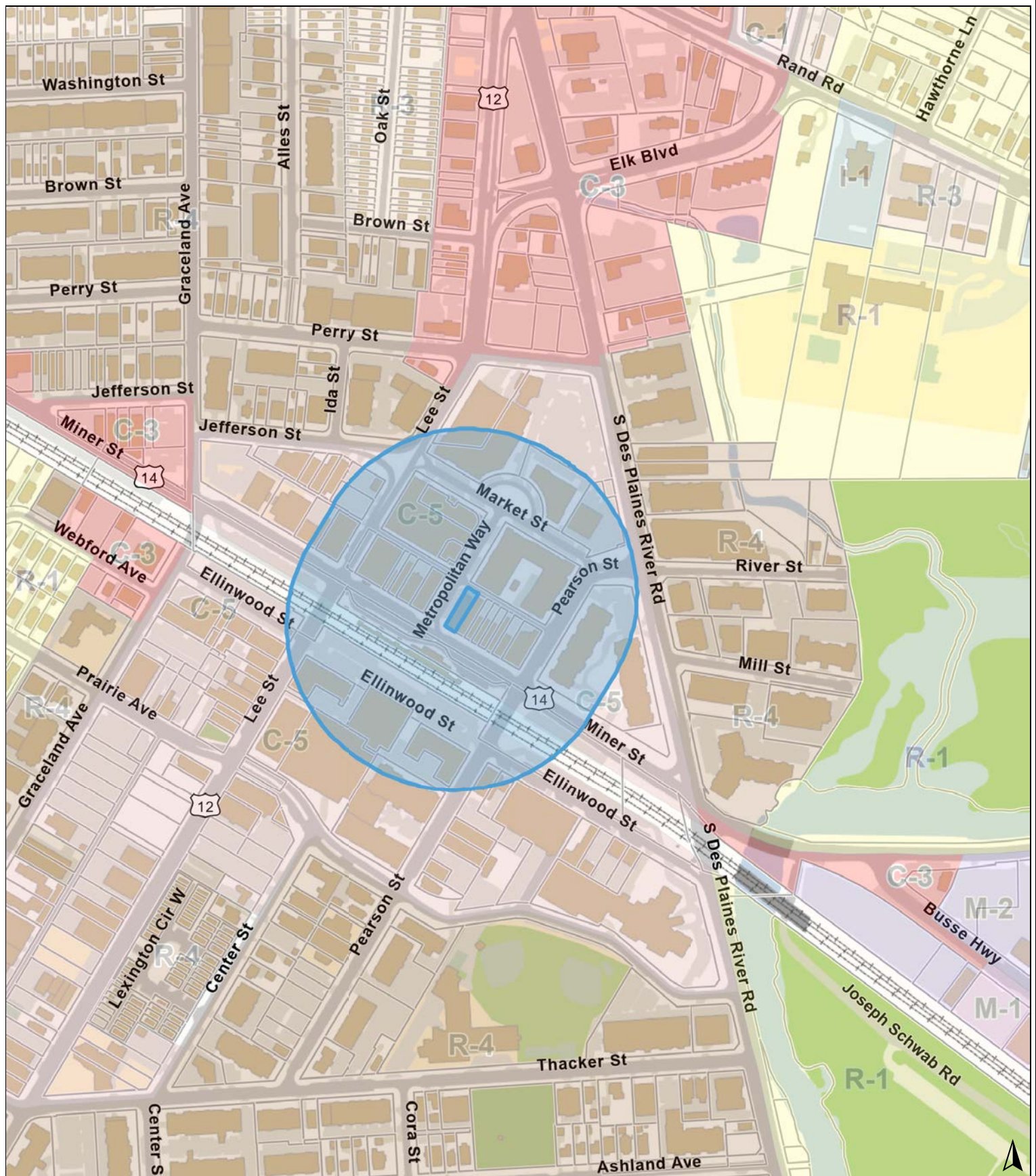
Exhibit B: Site plan

Exhibit C: Floor plan

Exhibit D: Front elevation

Exhibit E: Window exhibit

Exhibit F: Unconditional consent



0 500 1000
ft

Print Date: 10/30/2021

Notes

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

Staff Photos



Looking north from the Metra Station



Corner of Metropolitan Way, Miner Street



Rear; proposed new parking area



Rear parking and existing refuse area

CHICAGOLAND SURVEY COMPANY INC.

PROFESSIONAL DESIGN FIRM LICENSE NO: 184-005262 EXPIRES 04/30/2015

6501 W. 65TH STREET CHICAGO, ILLINOIS 60638 (773) 271-9447

CHICAGOLANDSURVEY@SBCGLOBAL.NET

ALTA/ACSM LAND TITLE SURVEY

OF

LOT 62, (EXCEPT THE SOUTHEASTERLY 32.1 FEET MEASURED ALONG THE NORTHEASTERLY LINE OF MINER STREET), AND PART OF LOT 63, (EXCEPT THE NORTHERLY 8 FEET OF SAID LOTS TAKEN FOR ALLEY), WHICH LIES SOUTHEASTERLY OF A LINE, DRAWN FROM A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 63, WHICH IS 20.21 FEET NORTHWESTERLY FROM THE SOUTHWESTERLY CORNER, TO A POINT IN THE SOUTHWESTERLY LINE OF THE ALLEY, WHICH IS 20.3 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF THE SAID LOT. (MEASURED ALONG THE WESTERLY LINE OF THE SAID ALLEY), IN ORIGINAL TOWN OF RAND, IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

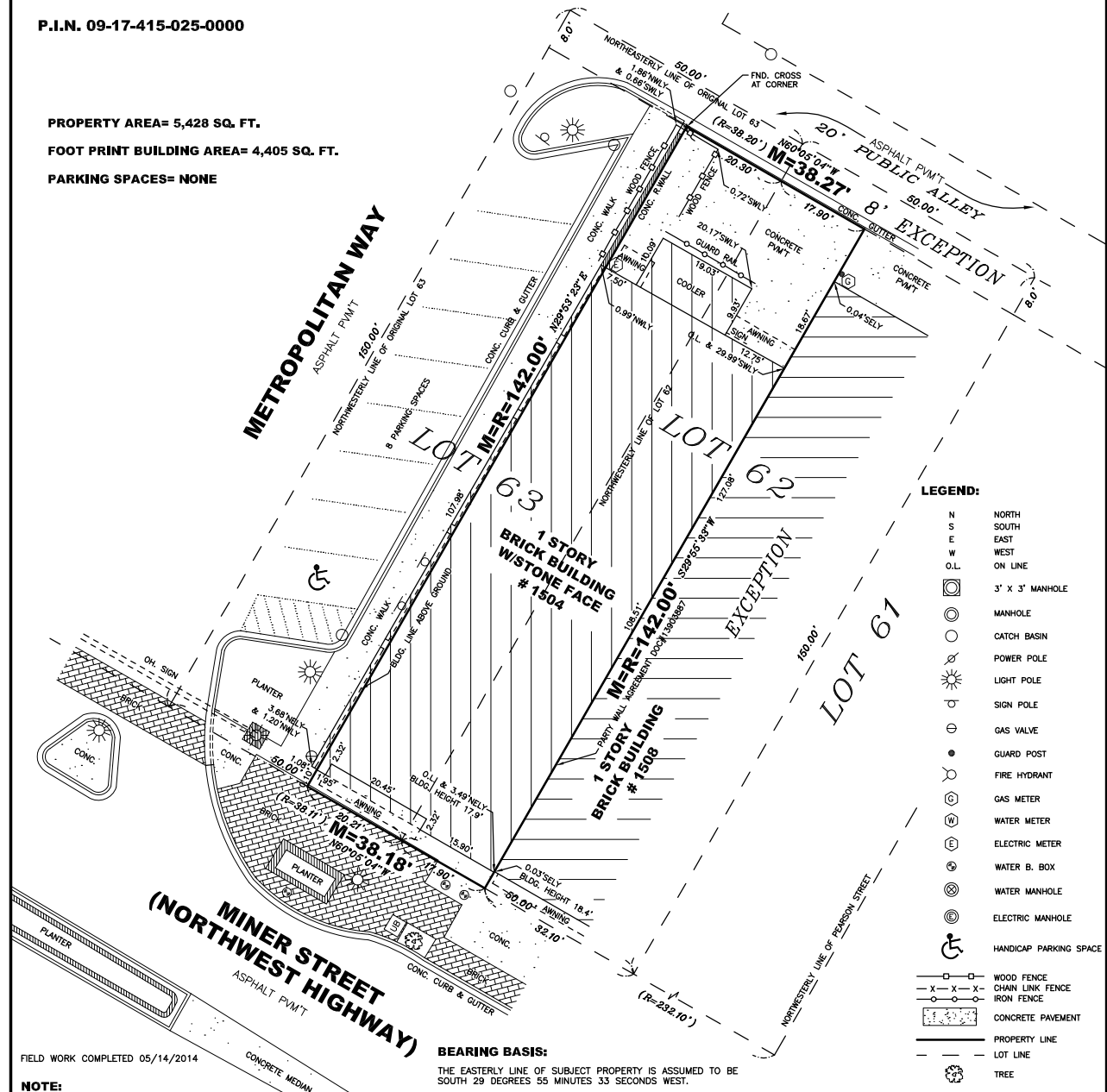
PROPERTY KNOWN AS: 1504 MINER STREET, DES PLAINES, ILLINOIS.

P.I.N. 09-17-415-025-0000

PROPERTY AREA= 5,428 SQ. FT.

FOOT PRINT BUILDING AREA= 4,405 SQ. FT.

PARKING SPACES= NONE



FIELD WORK COMPLETED 05/14/2014

NOTE:

FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN ON THE SURVEY PLAT, REFER TO YOUR ABSTRACT, DEED, AND LOCAL BUILDING REGULATIONS.

UTILITY DATA, OTHER THAN PHYSICAL EVIDENCE VISIBLE ON THE GROUND, IS SHOWN AS PROVIDED BY THE PRIVATE AND PUBLIC SOURCES AND SHOULD BE ASSUMED TO BE APPROXIMATE.

NOTE:

THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS, RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS, SITE USE AS SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

FLOOD NOTE:

THE SUBJECT PROPERTY IS LOCATED IN ZONE "X" AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY PANEL 17031 C 0217 J, EFFECTIVE DATE: AUGUST 19, 2008.

ZONING:

C-5: COMMERCIAL DISTRICT
CENTRAL BUSINESS DISTRICT

FOR BULK RESTRICTION REFER TO:
COMMUNITY DEVELOPMENT
CITY OF DES PLAINES
1420 MINER STREET
DES PLAINES, ILLINOIS 60016
TEL. (847) 391-5306

BEARING BASIS:

THE EASTERLY LINE OF SUBJECT PROPERTY IS ASSUMED TO BE SOUTH 29 DEGREES 55 MINUTES 33 SECONDS WEST.

NOTE:

IN MATTERS OF RECORD, WE HAVE RELIED UPON CHICAGO TITLE INSURANCE COMPANY ALTA OWNERS FORM, POLICY NUMBER: 40013251, EFFECTIVE DATE: APRIL 22, 2014.

THE UNDERSIGNED HEREBY CERTIFIES, AS OF MAY 27, 2014, TO:

CHICAGO TITLE INSURANCE COMPANY
IMAGINE PIZZA, LLC
TOIA BUILDING LIMITED PARTNERSHIP PLAZA

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2,3,4,6(a),7(a),7(b),7(c),8,9,10,11(a),13,14,16,17,18,19,20 OF TABLE A THEREOF.

DATED THIS 27 TH DAY OF MAY 2014.

BY: *Roger P. Jacob*
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3384



ORDERED BY: LESLIE JONES
FILE NO.: 111-77



LICENSE EXPIRES
11/30/2014

Project Narrative

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Appendix A:	Dispensary33 West Loop
Appendix B:	Design Site Plans
Appendix C:	State Emails and Lottery Results

Description Of Interested Parties

There are three distinct entities involved in this transaction.

1. **280E, LLC** is the master tenant of the property. 280E, LLC is owned by Bryan Zises, Kristie Zises, Zachary Zises and Paul Lee, who represent a majority ownership and all Class A shareholders in Gentle Ventures, LLC d/b/a Dispensary33.
2. **D33 Mgmt, LLC** has agreed to operate the dispensary on a day-to-day basis. D33 Mgmt is also owned by Paul Lee, Zachary Zises, Bryan Zises and Kristie Zises, and performs operations and management for dispensaries around the Chicago area.
3. **Green & Foster, LLC** has agreed to be the sub-tenant and the licensee. G&F has been granted the right to receive a conditional license from the State to operate an adult use dispensary although, currently, the granting of this conditional license is prevented by a temporary restraining order by court order.

Our Business

280E, LLC is a recently formed business whose function is to serve as the master tenant for dispensaries managed by D33 Mgmt. This master/sub-tenant structure is common in the cannabis space and mostly serves to navigate the unique status of cannabis as state-legal and federally illegal.

Green & Foster are a newly formed entity that applied in Illinois' round of Social Equity adult use dispensaries and have been fortunate enough to win three conditional licenses. G&F has two equity members: Loretta Foster and Paul Lee.

Loretta Foster is a 16-year veteran in the US Navy who served as a dental administrator, a role she similarly filled in civilian life after leaving the armed forces in 2001.

Paul Lee is a founding partner at Dispensary33, where he has also acted as its General Manager since it began operations in December 2015.

G&F is partnering with Dispensary33's operators to manage the dispensary on a day-to-day basis. D33 will be responsible for branding, design, compliance and all other regulatory and operational matters. This is why the information to follow discusses the facility from the vantage of D33.

VALUES

D33 was the first dispensary to open in the Chicago. There are two primary reasons:

1. We have always been acutely aware of the importance of working with our communities to earn their support. All of D33's owners are homeowners who live close

to the dispensary – we know the difference between a business that adds value to a communities other businesses and its residents and one that does not. Not only did we work with Andersonville’s assemblage of stakeholders to gain their initial support for our use, but we have continued to be responsive to their concerns as we converted from medical only to also include adult use sales.

2. We have been similarly responsive at the City level as well, and only go where we are wanted. We only considered Des Plaines after the conditional use ordinance passed and the City seems to want a dispensary downtown. The location is high profile for the City and we take our responsibility to work within the needs and interests of the community very seriously.

REPUTATION

We have a different reputation among different groups:

1. The Residential Community. In Andersonville, where we operate within a robust residential district, our reputation is of a business that works to lighten the load of our business on its residents. We have an unlisted number that our Alderman can use to call us any time he needs us to respond to a community concern. We regularly participate in our governing block club meetings to keep them updated and to hear concerns. This was critical at the beginning of adult use sales when we were, quite frankly, overwhelmed, but in a few weeks we learned how to minimize lines and our impact. We now operate far more efficiently and have not faced any community concerns in well over a year.
2. The Business Community. Our newest location in Chicago’s West Loop neighborhood is in the heart of a robust restaurant district. We have partnered with many of them to cross-promote through our email lists and staff promotions. Our busiest hours in the West Loop are between in the evenings because that is when the scene there is hopping, and we offer a cool place for people to shop and learn while waiting for their tables or just being tourists.
3. Consumers. We divide consumers into two broad camps – connoisseurs and noobs – and we work to provide each of them with the best experience possible. Critical to the experience we provide is our website, where our menu shows detailed photos that we take ourselves of everything on offer and offers detailed descriptions for each product. On the basis of the website information alone, a lot of return customers will have already pre-ordered before entering, at which point our job becomes getting them in and out as efficiently as possible. This can be as quick as 150 seconds for those not interested in lingering.

For those looking to receive more attention, to have their questions answered, and to learn as much as they can, we take great pride in the experiential spaces that we design for just this purpose. We are almost certainly the only dispensary in Illinois that displays all of the product it sells, because we think it's important for people to be able to see what they are buying. All products also have detailed placards next to them that help consumers educate themselves as they look around and read. While most other dispensaries in Illinois create a pharmacy-like experience, we prefer the Apple store model instead.

As an entity that is unaffiliated with any cultivators or processors, we are free to select the best products in the marketplace, rather than just serve the business model of a larger enterprise. For consumers, this means we always carry a wide selection of products that change depending on the performance of the crops of the growers. As craft growers and craft processors come into the marketplace we are in a great position to discover and highlight the ones producing the highest quality and most innovative products.

OPERATIONS

Over the six years we've been operating we've constantly refined our operations to become more efficient and effective. We were exceedingly good at meeting the needs of our medical customer base and then, on January 1, 2020 when adult use sales began, we got kind of bad at it for a time, while we learned how to handle the massively increased customer volume. Then on March 14th of last year we had to learn an entirely new set of operational tricks for protecting our staff and customers.

The D33 store on Clark St. is 2,100sf in total. The retail area is 800sf. Yet the store will regularly see more than 1,000 customers on a busy 12-hour day, and the line that day will never extend beyond the edge of our own building. The lessons we've learned there are the lessons we will bring to Des Plaines to ensure that our impact on the community is only a positive one. These include:

1. A robust pre-order system. Most return customers will pre-order before arriving and spend very little time in the store, allowing our staff to be much more high-touch with those who want a more educative experience.
2. ATM's on site. We are an exclusively cash business but do not wish for people to carry money just to purchase at our store. Transaction fees are kept low, \$1.50, to encourage their use.
3. Segregated Responsibilities. Our registers and dispensing counters are segregated. This spreads out where customers and staff are over the space and allows retail staff to dedicated themselves to helping customers purchase, and inventory management to

remain exclusively focused on product dispensing, resulting in greater operational efficiency and lower error rates.

BUSINESS EXPECTATIONS

Estimating our daily volume of customers involves looking into several crystal balls. We know how many licenses have been awarded but we do not know where those licensees will open. How many others will open in Des Plaines? Within a 5 mile radius? As a result, our projections assume that state-wide sales will continue to increase marginally year over year and that we will perform in line with the average dispensary. By this time next year, we can assume that adult use sales across the state will about \$150M per month and, with this round of licenses stood up, there will be a total of 295 adult use dispensaries, doing on average \$500k/month. Ticket averages are about \$100, so that's 5000 customers per month, or about 170/ day, which equates to probably 100/day during the week and 220-250 on weekends.

HOURS OF OPERATION

We intend to operate for the fullest number of hours allowed: 10a to 8p every day of the week. However, we may shorten hours based on demand.

STAFFING

Between five and nine staff will be at the facility during all operating hours:

- 1 security guard
- 1 store lead
- 1 front-desk agent
- At least 1 retail staff (likely 2-4)
- At least 1 inventory agent

APPEARANCE

See **Appendix A** for a selection of photos from our adult use location in Chicago's West Loop neighborhood. We are particularly proud of the attractive frontage, the uncompromising commitment to both an aesthetically pleasing, consumer friendly, and secure environment we have created.

LIGHTING PLAN

The lighting plan will be robust and will ensure that surveillance systems will be able to achieve facial recognition in all interior spaces and exterior frontage and parking areas. At the same time, the exterior plan will ensure compliance with 12-9- 6G in providing at least one foot-

candle of illumination at all points in the back parking area, while shielding adjacent neighboring property lines to ensure none receives more than 2 foot candles of illumination, in accordance with 12-12-10. Light will be affixed to the building, more than 3 feet from any property line and well below 30 feet in height from established grade.

SECURITY PLAN

The security system is broken out into two arrays: surveillance and anti-intrusion. The surveillance system is composed of a network of cameras that will continuously surveil 100% of the interior and exterior of the facility, except where legally prohibited (bathroom and changing areas). Camera type varies on purpose – exterior cameras are optimized for weather-proofing, tamper-proofing and nighttime conditions; interior camera focal lengths are optimized to either capture a wide area, if its function is to monitor the goings-on of an entire room, or a narrow point, to monitor the staff as they fulfill products on an order-by-order basis or as they operate a POS or currency counting machine.

The anti-intrusion system is a multi-layered lattice of protection that allows us to monitor and control the movement of employees and non-employees, to be able to immediately alert authorities in the instance of a threat, and to detect and prevent any unwanted intrusions into the facility as a whole and high value targets within the facility in particular. This system includes:

1. **Access Control Doors**: All doors within the facility will be locked at all times. Staff will have access control cards that are programmed to allow them to unlock only those doors consistent with their responsibilities, and only at times when they would need to do so. So, retail staff cannot unlock the door to Vault and will not be able to unlock the door to the employee entrance beyond those times they would be expected to be on-site.
2. **Panic Buttons**: Employee stations (front desk, POS) will be equipped with panic buttons that, once activated, trigger an immediate alert to local authorities.
3. **Motion Sensors**: Every room in the facility will be equipped with motion sensors.
4. **Seismic / Sonar Sensors**: Per City code, all roofs and walls will be monitored with these sensors.
5. **Glass Break Sensors**: All glass on the exterior of the building will be monitored with glass break sensors.
6. **Multi-Zone Alarm System**: The Vault will be on a separate alarm zone, allowing it to remain armed independent from the rest of the facility. Within the vault will be a currency safe bolted into the floor, access to which will be restricted solely to necessary

staff, and the IT Closet, holding the servers that run the security system and store the surveillance data.

7. **Smoke and Fire Alarm**: Each area of the dispensary will be equipped with a photo-electronic smoke and heat detector with a built-in wireless transmitter that conducts alarms and tampering, maintenance needs, and low battery signals

Additional security controls:

1. **Security Guard**: a licensed security guard, employed by a third-party Licensed Security Contractor, will be on-site during all operating hours.
2. **Auxiliary Power**: The access control, video surveillance, smoke/fire, and alarm systems will have a two-part auxiliary power system; battery and backup generator. SmartPro 120V Line Interactive Uninterruptable Power Supply (UPS) in the IT/ Secure Records Room will supply immediate uninterruptible power service in the event of momentary power outage for a minimum of 4 hours to all security systems. For any outage lasting more than 4 hours, the dispensary will utilize a backup, non-grid tied power generator, to provide uninterrupted power to the facility in the event of an extended power loss.
3. **Facility Design**: Security needs are front of mind with several aspects of our floor plans (see **Appendix B** for our vision for Miner Street):
 - a. **Barriers Between Areas**. The dispensary is divided into distinct areas, all separated by controlled access doors and natural physical barriers.

The public may only enter through the Front Door into the Lobby, which is the only **Public Access** area of the facility. The Front Desk Agent controls the request-to-access door from the Lobby to the **Limited Access** Retail Room and will only unlock this door for approved Purchasers after presenting valid identification.

A controlled access door will separate the Sales Floor from the **Restricted Access** area behind the Dispensing Counter. From this area, a second controlled access door must be opened in order to reach the picking room and the rest of the facility where product and currency are stored.

- b. **Dedicated Entrances/Egresses**. All individuals will have specific, dedicated entrances and egresses that they must use to access the facility, allowing us to precisely monitor and track each person's location while on the premises.

The **Front Door** will be unlocked during operating hours and will be the only door Purchasers and Non-Delivery Service Professionals may enter through. From the Retail Room, Purchasers may only exit through the secure **Exit Mantrap**. Separating the entrance and exit in this way gives us greater control over the number of customers in the facility and prevents any logjams in the lobby.

The **Employee/Delivery Vestibule** will be the only entrance/exit for staff and product deliveries.

- c. **Two Door Requirement.** Every point of entrance and egress will be protected by a two-door mantrap. For Purchasers, the front door is followed by the door to the Retail Room upon entrance. To exit, they must leave through the two-door Exit Mantrap – these two doors have a Right-to-Exit Detector that prevents both doors from being open at the same time, preventing any unauthorized entrance into the facility from the dedicated exit.
4. **Strict Anti-Loitering Policy.** We will enforce a strict No Loitering policy. All persons who are not authorized Purchasers and have not demonstrated a reasonable need to visit may not loiter either in the Lobby or on the exterior premises. The Security Agent will regularly check the exterior and advise those attempting to remain on the premises without any need to do so that local law enforcement will be called to remove the offending party if they do not cease loitering. If such persons fail to respond to requests to vacate the premises, then law enforcement will be summoned to remove them.

ODOR MITIGATION PLAN

An HVAC system will run throughout the facility. All air intakes will be equipped with carbon filters. The vault will be separated into a separate HVAC zone with the ability to add additional odor mitigation filters if needed. The Director of Community and Economic Development will be granted supervised access to all areas of the facility to evaluate and require amendment to our odor mitigation strategies.

DELIVERY PLAN

We will maintain a parking space in the rear of the building specifically for deliveries.

- Delivery vehicles are either Ford Transit Connects or Sprinter Vans – both vehicles can easily be accommodated in one of these spots.
- Deliveries are always pre-scheduled and spaced out so that each delivery can be accepted and processed before another is scheduled.
- Our preference is to have more frequent deliveries with less volume, so two to three deliveries per day is not uncommon.
- Delivery contents will be carried through the dedicated mantrap in the rear of the building. With the Right-to-Exit switch preventing both doors from being open at the same time, security risk is kept to a bare minimum.
- A security guard will be present.
- Per State regulations, during the time that product is undergoing intake, a delivery agent from the manufacturer will remain with the vehicle at all times. Depending on the size of the delivery, this process can take between 5 and 25 minutes.

REFUSE PLAN

In keeping with State regulations, all product waste must be destroyed before being left outside for pick-up. Destruction occurs at the same time every week, to coincide with weekly trash pickup so that destroyed product is outside for the shortest possible amount of time. Below is a copy of our approved product destruction and disposal plan:

- Any finished cannabis, extractions, infusions, or other harvested plant material that does not meet standards for health, quality and viability, or which for regulatory reasons have been deemed requiring destruction, must be segregated in a quarantined area and then destroyed.
- All product must be rendered unusable and unrecognizable before being placed outside for waste management pick-up. The following guidelines are in place to ensure this threshold is met for each product category:
 - Flower and Concentrates. Grind all flower and concentrates together in a blender until rendered a fine powder. Pour into waste bin and cover with cat litter, in an amount in far excess of 50% by volume.
 - Topical Patches. Remove the backing from the patch to expose the medicated side of the patch. Suffuse the patch in cat litter until all areas of the patch of covered. Dispose of the patches into the waste bin and cover with cat litter, in an amount in far excess of 50% by volume.
 - Cartridges. Smash cartridge tanks by blunt force, using a mallet or other such device, and then empty the remains into the trash bin and cover with cat litter, in an amount in far excess of 50% by volume.
 - Edibles. Heat edibles in a microwave oven and pour the resulting liquid into the trash bin and cover with cat litter, in an amount in far excess of 50% by volume.
 - Creams and Other Topicals. Smash products by blunt force, using a mallet or other such device, and then empty the remains into the trash bin and cover with cat litter, in an amount in far excess of 50% by volume.
- Disposal shall only occur in the restricted access area, at the same time every week, as pre-approved by IDFPR, and shall be performed in full view of the video surveillance.

OTHER REGULATORY REQUIREMENTS

In most ways that impact the community the requirements imposed by the State have been addressed in our floor plan and our security plan detailed above, or, as with operating hours, are addressed by the City's zoning ordinance. However, there are a few additional requirements that we will be meeting:

1. **Tinted Windows**. All public-facing windows must be tinted and have anti-shatter film applied.
2. **Signage**. The lobby and retail rooms will have required signs posted.

STANDARDS FOR CONDITIONAL USES

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved:
-

We have confirmed with the City that the building is appropriately zoned within the specific zoning district of the building. The building is zoned C-5 and, per the City's zoning ordinance, this is an approved zoning designation for the use.

Uses	C-1	C-2	C-3	C-4	C-5	C-6	C-7
Accessory uses and structures	P	P	P	P	P	P	
Accessory off site parking lots			C				
Alternative tobacco establishments			C ¹⁸	C ¹⁸			
Animal clinic	C		P	C	C		
Animal hospital			P				
Artisanal retail establishments			P ¹⁴	P ¹⁴	P ¹⁴		
Assisted living facility			C		C ³		
Auto body repair			C				
Auto filling station			P ⁴	P ⁴			
Auto service repair			C				
Bed and breakfast	C						
Body art establishments			C ²³				
Brewpub		P ⁶	P	P	P	P	P ⁶
Cannabis dispensaries			P ¹⁹	P ¹⁹	C ¹⁹		

2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

The Vision Statement for Des Plaines' Comprehensive Plan for Downtown seeks to create "a vibrant destination with a variety of restaurant, entertainment, retail, and housing options."

We will be occupying a building that has failed to attract a tenant for over three years, and bringing a retail use that will attract affluent customers from around the surrounding area. We will be a natural attraction to, and highly symbiotic with, the theater-going crowd. Our commitment to aesthetics and attention to detail will beautify the area and strongly contribute to the Downtown as a vibrant destination.

The Plan also states the following: "8.7. Assess the C-5 zoning district to bring a variety of new uses to the vacant spaces including "experience retail uses". Our use is at the vanguard of what is new and will be an experiential space that is likely exactly what was envisioned in this section of the Plan.

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;

We are professional operators with as much experience as anyone in the State. We currently operate in areas that are a mix of residential and commercial, and have done so in harmony with our neighbors since our founding in 2015. Every choice we make concerning the building's exterior will be to align it with the area, and the interior design will be highly attractive.

4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

We will have a security guard on site during all operating hours. Our security system will monitor all exteriors and interiors of the facility at all times. Federal law notwithstanding, everything we do is consistent with a successful retail operation that is neither hazardous or disturbing, and will be a large net benefit to the 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;

Current essential public facilities adequately serve our use. We have access to four parking spaces, whereas our use only requires one. This ensures that deliveries will not impede streets and that driving customers will have adequate parking at the building. We do not produce appreciable garbage that would stress refuse disposal, nor do we place unusual demands on water and sewer or schools.

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;

We have adequate parking and security, and nothing we do otherwise puts stress on public facilities. Because of the local taxes we generate and the destination customers we attract, we will only be a benefit 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;

During higher traffic times we expect the vast majority of customers to come by Metra – there are plenty of other dispensaries in the area accessible by major thoroughfares that will be easier for most customers to reach. Our use does not create noise above any other retail environment, we will not allow smoking or vaping on or around the premises, we will have an odor mitigation system that will be continually checked by the City, per the ordinance, and window tinting will prevent any glare.

8. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

Per our Site Plan, there are parking spaces in the back of the building to ensure non-interference with traffic for deliveries and most, if not all, vehicular traffic flow.

9. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance;

No part of our plan entails impacting the natural, scenic, or historic features of Downtown Des Moines in any way. We will be maintaining the current façade and only adding a tasteful sign that is less than 50 square feet, per the ordinance.

10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested

Our proposal complies with, and our operations will comply with, all regulations in the ordinance concerning adult use dispensing organizations. We have operated in compliance with all State and Chicago regulations since 2015 and have always maintained open lines of communications with State and City regulators, as well as with local resident and business groups, to ensure that we are doing everything in our power to fulfill our commitments on a statutory, regulatory and communal basis.

STATE NOTIFICATION

The State has not issued direct communications to winning applicants concerning their conditional licenses and likely will not until the court-ordered temporary restraining order is lifted, thus allowing the licenses to be officially awarded. See **Appendix C** for emails sent to all applicants and lottery results posted on the IDFPR cannabis page (<https://www.idfpr.com/profs/adultusecan.asp>).

Green & Foster, LLC was awarded the right to a total of 3 conditional licenses in BLS Regions #5 (which includes Des Plaines): selection #14 in the Social Equity Justice Involved Lottery; and selections #10 and #32 in the Tied Applicant Lottery.

Check-In Area. Bar and counter were pre-existing. The overhanging metalwork creates a structure to hang compliant signage (letters must be 2" high, so we decided to embrace the requirement as an architectural element).



Retail Room. The view from POS counter, looking at the check-in area through the metal door, and the reverse angle.



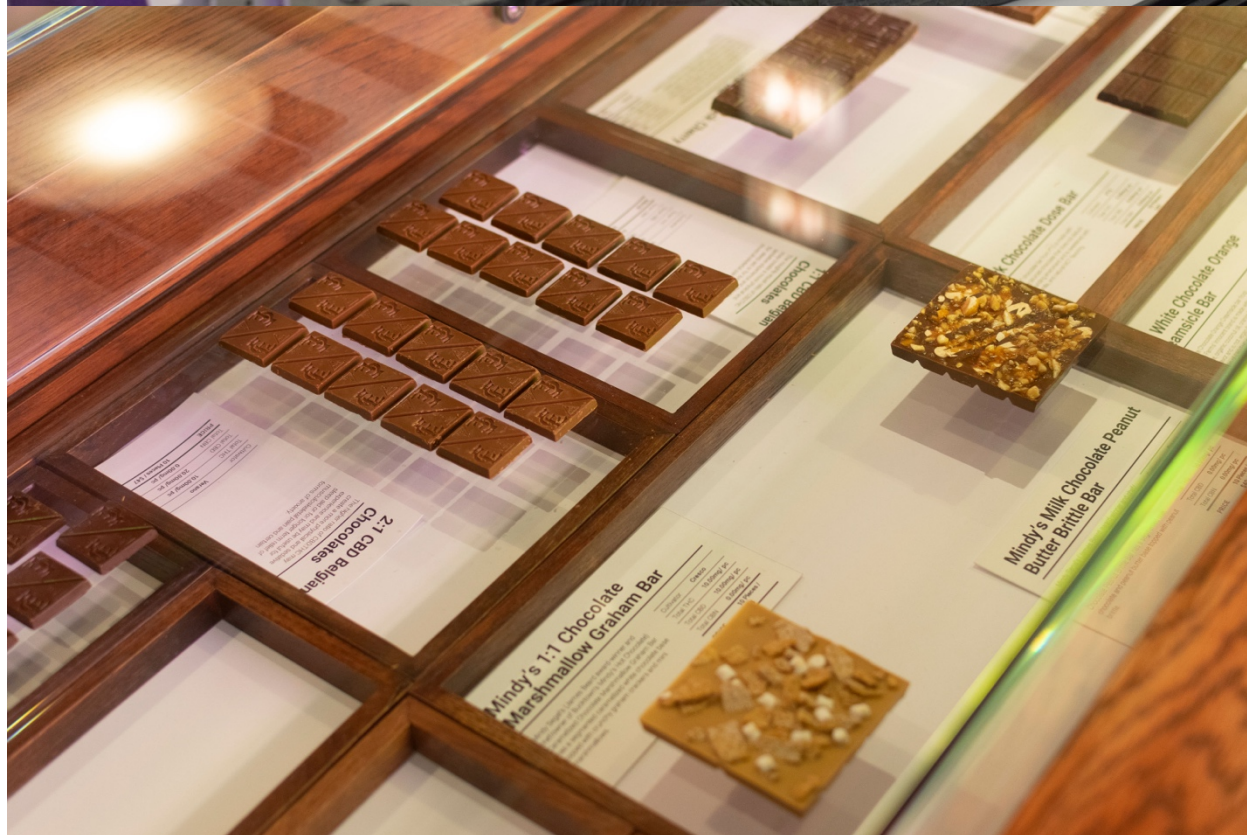
Retail Room. The sales counter is in one corner of the room. The dispensing counter (with more compliance signage) is in the other.



Retail Room. Flower is displayed behind security glass. Customers can see the products and displays up close but cannot access them.



Retail Room. The metal wall has glass cut-outs where concentrates, cartridges are displayed, behind glass that is inaccessible to customers. Edibles are displayed in cases on the retail floor, but the products are dummies. Each product has a product description included (these descriptions can also be found on the product menu of our website).



access :

public access

restricted accesslimited access

square footage :

waiting room :360sf

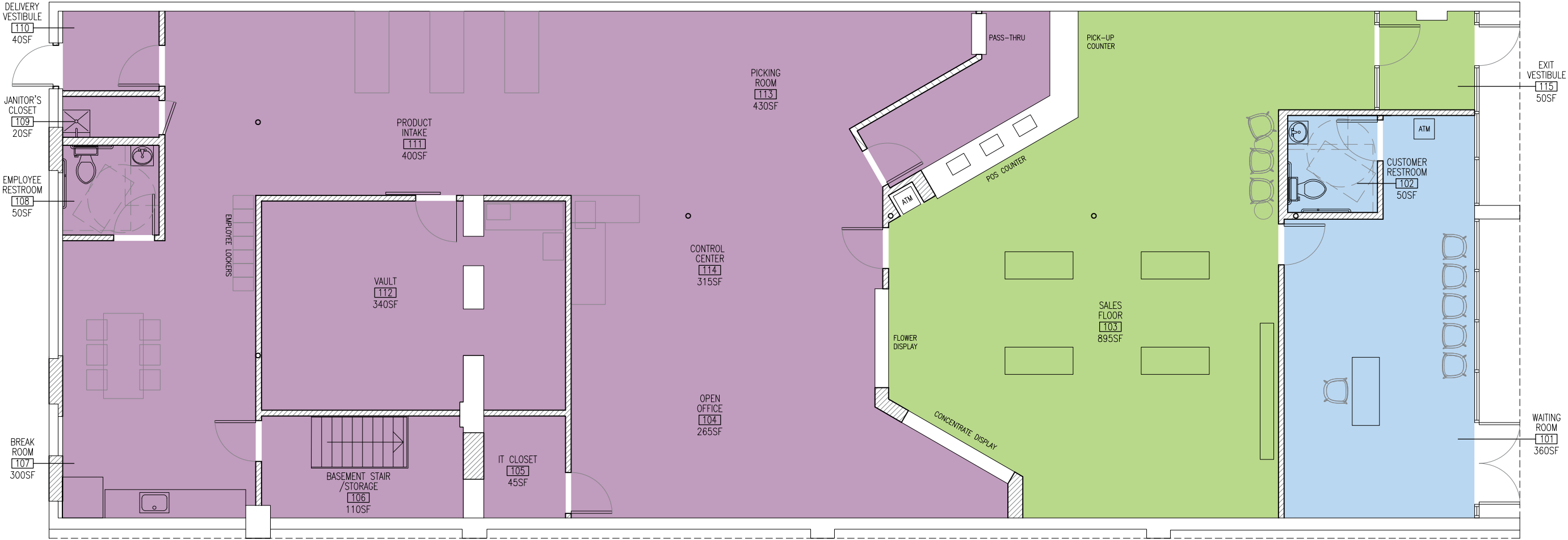
sales floor :895sf

restricted access : 2,315sf

occupancy :

waiting room :6 people

sales floor :15 people



Tied Applicant Lottery Results

From: **FPR.DispensaryScoring** | FPR.DispensaryScoring@Illinois.gov

Thursday, Aug 19,
3:50 PM

To: **FPR.DispensaryScoring** | FPR.DispensaryScoring@Illinois.gov, 'us-advidfpr@kpmg.com' | us-advidfpr@kpmg.com

Dear Applicants,

The Department has concluded the Tied Applicant Lottery identifying those applicants that are eligible to receive a Conditional License. A complete list of those applicants selected in the Lottery can be found [here](#).

The announced conditional licenses to be awarded may be subject to change as a result of court orders or administrative review.

Applicants selected in the Lottery are eligible to receive a Conditional License, provided that they comply with the remaining administrative steps, including compliance with Section 1291.95 of the [Emergency Rules](#) issued pursuant the Act and any ownership limitations set forth in the Act.

Applicants selected in the lottery have five business days to abandon a Conditional License if they would otherwise exceed the ownership limitations set in Sections 15-35(b)(5), 15-35.10(b)(5), or 15-36(c) of the Act. (Original Act [here](#); amendments made by Public Act 102-0098 [here](#).) This means that applicants have until 11:59 PM CT on August 26, 2021 to submit the Abandonment Form (if necessary) to FPR.CannabisAdministration@illinois.gov.

For more information on the abandonment period and whether you must submit an Abandonment Form, please review the Department of Financial and Professional Regulation's ("Department") [FAQs](#) and [Abandonment Form](#). The Department will not be responding to individual questions regarding whether an applicant must submit an Abandonment Form.

Applicants who were eligible to participate in the Lottery but were not selected may still be eligible to receive a license if the selected applicants are not ultimately awarded a Conditional License. In the event a selected applicant is not awarded a Conditional License, the Department will inform the next applicant drawn from the Lottery that they are eligible to receive a Conditional License.

The Department thanks every applicant for participating in the conditional license application process.

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Illinois Department of Financial and Professional Regulation

Division of Professional Regulation

www.idfpr.com

JB PRITZKER
Governor

MARIO TRETO, JR.
Acting Secretary

CECILIA ABUNDIS
Acting Director

UPDATED: August 23, 2021

Results of Lottery for Social Equity Justice Involved Lottery for Conditional Licenses Per BLS Region

The Social Equity Justice Involved Lottery, with 17 BLS Region drawings, was conducted on August 5, 2021 for 55 Conditional Adult Use Dispensing Organization Licenses ("Conditional License"). Below are the results of the drawings for each BLS region identifying the order in which each qualifying Social Equity Justice Involved Applicant was drawn. This order determines the order in which the Department of Financial and Professional Regulation ("Department") will award the available Conditional Licenses in each BLS region. Unique Lottery Numbers are those found in our [updated list of participants](#) from August 4, 2021.

An asterisk (*) next to an "Order Drawn" number means the applicant abandoned that opportunity for a Conditional License and the Department is distributing that license to the next Qualifying Social Equity Justice Involved Applicant drawn by lot pursuant to 410 ILCS 705/15-35.10(b)(7)-(9). The next applicant(s) drawn by lot in the August 5, 2021 Social Equity Justice Involved Lottery have been identified and added at the end of the specific BLS region's list.

Applicants who have the opportunity to be awarded a Conditional License in the Social Equity Justice Involved Applicant Lottery are subject to strict limitations on the number of total licenses, as mandated by Public Act 102-98. An applicant's failure to report to the Department that it has exceeded the statutory license limitations will result in the Department's refusal to issue any of the Conditional Licenses resulting from the Social Equity Justice Involved Lottery.

Below are the Department's certified results of the Social Equity Justice Involved Lottery for each drawing by BLS Region. Each list identifies the applicants who have an opportunity to receive a Conditional License from that drawing. In order to receive a Conditional License, each applicant must satisfy the statutorily mandated abandonment periods and tax-compliance checks.

Those applicants who have been selected for a conditional license are subject to the statutory requirements of the principal officer and license limitations and tax compliance checks, available [here](#). If an applicant is required to abandon a license because it exceeds the license limitations, the applicant shall have five business days, from the day the results of the Social Equity Justice Involved Lottery are posted to the Department's website, to abandon, and the next drawn applicant will be notified of their opportunity to be awarded a conditional license. Additionally, if an applicant cannot prove its tax compliance within 60 days of winning a conditional license in accordance with 68 IAC 1291.95, the Department will deny issuance of the Conditional License(s) and the next drawn applicant will be notified of their eligibility to be awarded a conditional license. Therefore, the result lists below may change pending the abandonment of an applicant's conditional license and/or an applicant's failure to prove tax

compliance. This means additional applicants, whose draw order followed the abandoning applicant's order, may become an awarded applicant.

The announced conditional licenses to be awarded may be subject to change as a result of court orders or administrative review.

Term	Meaning
Unique Lottery Number	The Unique Lottery Number is randomly assigned to a Unique Applicant Number. The Unique Lottery Number will be used to identify the results of the lottery drawing.
Unique Application Number	A Unique Application Number was assigned to all applications.
Applicant Name	The Applicant Name reflects the entity's name as submitted on the original application.
Order Drawn	This reflects the order in which the Unique Lottery Numbers were drawn by the Illinois State Lottery.

BLS Region #1 (Bloomington) 1 Conditional License Available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	29	3945430	ILLINOIS HEALTH & WELLNESS, LLC

BLS Region #2 (Cape Girardeau) 1 Conditional License Available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	40	3946378	TRU ESSENCE GROUP, LLC

BLS Region #3 (Carbondale-Marion) 1 Conditional License available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	27	3956441	IL-LUSTRIOUS VETERANS' UNIT II LLC

BLS Region #4 (Champaign-Urbana) 1 Conditional License available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	70	3947067	SEQUITY VENTURES, LLC

BLS Region #5 (Chicago-Naperville-Elgin) 36 Conditional Licenses Available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	1159	3952564	MINT VENTURES LLC
2	1086	3953473	LATINO VETERANS HEALTH AND REVIVAL LLC
3	1556	3949402	THE HOMECOMING GROUP, LLC
4	1219	3953734	NLJ PARTNERS LLC
5	1656	3952950	VILL-OPS, INC (DBA VIOLA)
6	1634	3950018	VELTISTE ILLINOIS LLC
7	983	3952765	ISLAND THYME, LLC.
8	1188	3953218	MORGAN AND HOPE, LLC; DBA 64 & HOPE
9	471	3951011	FAMILY ROOTS, LLC
*10	345	3950925	DEALERSHIP, LLC
11	1387	3948423	SB IL LLC D/B/A STARBUDS
12	861	3952426	HEARTLAND LEAF, LLC
*13	625	3952431	GREEN & BREADLEY, LLC
14	677	3952145	GREEN & FOSTER, LLC
15	934	3951252	ILLINOIS CANNABIS COMPANY, LLC
16	1290	3948137	PLANET 13 ILLINOIS, LLC
17	1349	3966035	RENU LLC
18	208	3950767	CANNA VENTURES, LLC
19	1224	3951742	NMG IL 4, LLC
20	1603	3948387	TRIUMPH 7 INVESTMENTS, LLC
21	404	3952948	ELLANA, LLC
22	610	3951363	GREEN & BRANSFORD, LLC
23	1241	3953334	OCEAN CAPITAL IL, INC. D/B/A DR. MOODS CANNABIS COMPANY
24	468	3953776	EUPHORIA, LLC
25	475	3951011	FAMILY ROOTS, LLC
26	632	3952431	GREEN & BREADLEY, LLC

Important Cannabis Lottery Information

From: **FPR.DispensaryScoring** | FPR.DispensaryScoring@Illinois.gov

Friday, Sep 3, 1:20
PM

To: **FPR.DispensaryScoring** | FPR.DispensaryScoring@Illinois.gov, '**us-advidfpr@kpmg.com**' | us-advidfpr@kpmg.com

Dear Applicants,

Today, the Department of Financial and Professional Regulation (“the Department”) posted the list of results from the Qualifying Applicant Lottery (conducted on July 29, 2021), the Social Equity Justice Involved Lottery (conducted on August 5, 2021), and the Tied Applicant Lottery (conducted on August 19, 2021) as the Department’s [final administrative decision](#) regarding applications for Conditional Adult Use Dispensing Organization Licenses (“Conditional Licenses”) under Sections 15-25 through 15.35.10 of the Cannabis Regulation and Tax Act (“Act”).

The Department also posted the Official Drawing Records from the Illinois State Lottery for all three lotteries (the [Qualifying Applicant Lottery](#), the [Social Equity Justice Involved Lottery](#), and the [Tied Applicant Lottery](#)), which includes the complete list of results of the order each participant was drawn, including those participants not eligible to receive a Conditional License. The applicants that are eligible to receive a Conditional License from the lotteries can be found in the Final Administrative Decision. The Conditional Licenses to be awarded by the Department following these lotteries may be subject to change as a result of compliance issues pursuant to section 15-30(g) of the Act, court orders, or administrative review.

In addition, the Department has determined that lotteries for certain BLS regions in connection with the Qualifying Applicant Lottery did not include the correct number of qualified entries based on the application fees that applicants paid. When the Department posted the list of participants for the Qualifying Applicant Lottery, some participants erroneously received an extra entry, while some others did not receive an entry they paid for and identified on their application. No extra entry that was erroneously included in the Qualifying Applicant Lottery received a winning lottery slot.

The Department is committed to ensuring a fair process by which all applicants that were properly qualified to participate in a lottery but were erroneously excluded from that lottery receive a fair opportunity to obtain a Conditional License. Accordingly, the Department intends to conduct supplemental corrective lotteries that will address the application entries that were erroneously excluded from a lottery. More information about this process can be found on the Department’s website, available [here](#).

The Department has notified the applicants who had an entry that was erroneously excluded from the Qualifying Applicant Lottery in a separate email. The Department thanks you for your participation in this process.



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Illinois Department of Financial and Professional Regulation

Division of Professional Regulation

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JB PRITZKER
Governor

MARIO TRETO, JR.
Acting Secretary

CECILIA ABUNDIS
Acting Director

Results of Tied Applicant Lottery for Conditional Licenses Per BLS Region

The Tied Applicant Lottery, with 17 BLS Region drawings, was conducted on August 19, 2021 for 75 Conditional Adult Use Dispensing Organization Licenses ("Conditional License"). Below are the results of the drawings for each BLS region identifying the order in which each Tied Applicant was drawn. This order determines the order in which the Department of Financial and Professional Regulation ("Department") will award the available Conditional Licenses in each BLS region.

Applicants who have the opportunity to be awarded a Conditional License in the Tied Applicant Lottery are subject to strict limitations on the number of total licenses, as mandated by Public Act 102-98. An applicant's failure to report to the Department that it has exceeded the statutory license limitations will result in the Department's refusal to issue any of the Conditional Licenses resulting from Tied Applicant Lottery.

Below are the Department's certified results of the Tied Applicant Lottery for each drawing by BLS Region. Each list identifies the applicants who have an opportunity to receive a Conditional License from that drawing. In order to receive a Conditional License, each applicant must satisfy the statutorily mandated abandonment periods and tax-compliance checks.

Those applicants who have been selected for a conditional license are subject to the statutory requirements of the principal officer and license limitations and tax compliance checks, available [here](#). If an applicant is required to abandon a license because it exceeds the license limitations, the applicant shall have five business days, from the day the results of the Tied Applicant Lottery are posted to the Department's website, to abandon, and the next drawn applicant will be notified of their opportunity to be awarded a conditional license. Additionally, if an applicant cannot prove its tax compliance within 60 days of winning a conditional license in accordance with 68 IAC 1291.95, the Department will deny issuance of the Conditional License(s) and the next drawn applicant will be notified of their eligibility to be awarded a conditional license. Therefore, the result lists below may change pending the abandonment of an applicant's conditional license and/or an applicant's failure to prove tax compliance. This means additional applicants, whose draw order followed the abandoning applicant's order, may become an awarded applicant.

The announced conditional licenses to be awarded may be subject to change as a result of court orders or administrative review.

Term	Meaning
Unique Lottery Number	The Unique Lottery Number is randomly assigned to a Unique Applicant Number. The Unique Lottery Number will be used to identify the results of the lottery drawing.

Unique Application Number	A Unique Application Number was assigned to all applications.
Applicant Name	The Applicant Name reflects the entity's name as submitted on the original application.
Order Drawn	This reflects the order in which the Unique Lottery Numbers were drawn by the Illinois State Lottery.

BLS Region #1 (Bloomington) 1 Conditional License Available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	20	3945565	PROJECT EQUITY ILLINOIS, INC.

BLS Region #2 (Cape Girardeau) 1 Conditional License Available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	3	3963613	BLOUNTS&MOORE

BLS Region #3 (Carbondale-Marion) 1 Conditional License available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	19	3956504	TOFINO SHORELINE PARTNERS LLC

BLS Region #4 (Champaign-Urbana) 1 Conditional License available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	13	3947041	FORTUNATE SON PARTNERS LLC

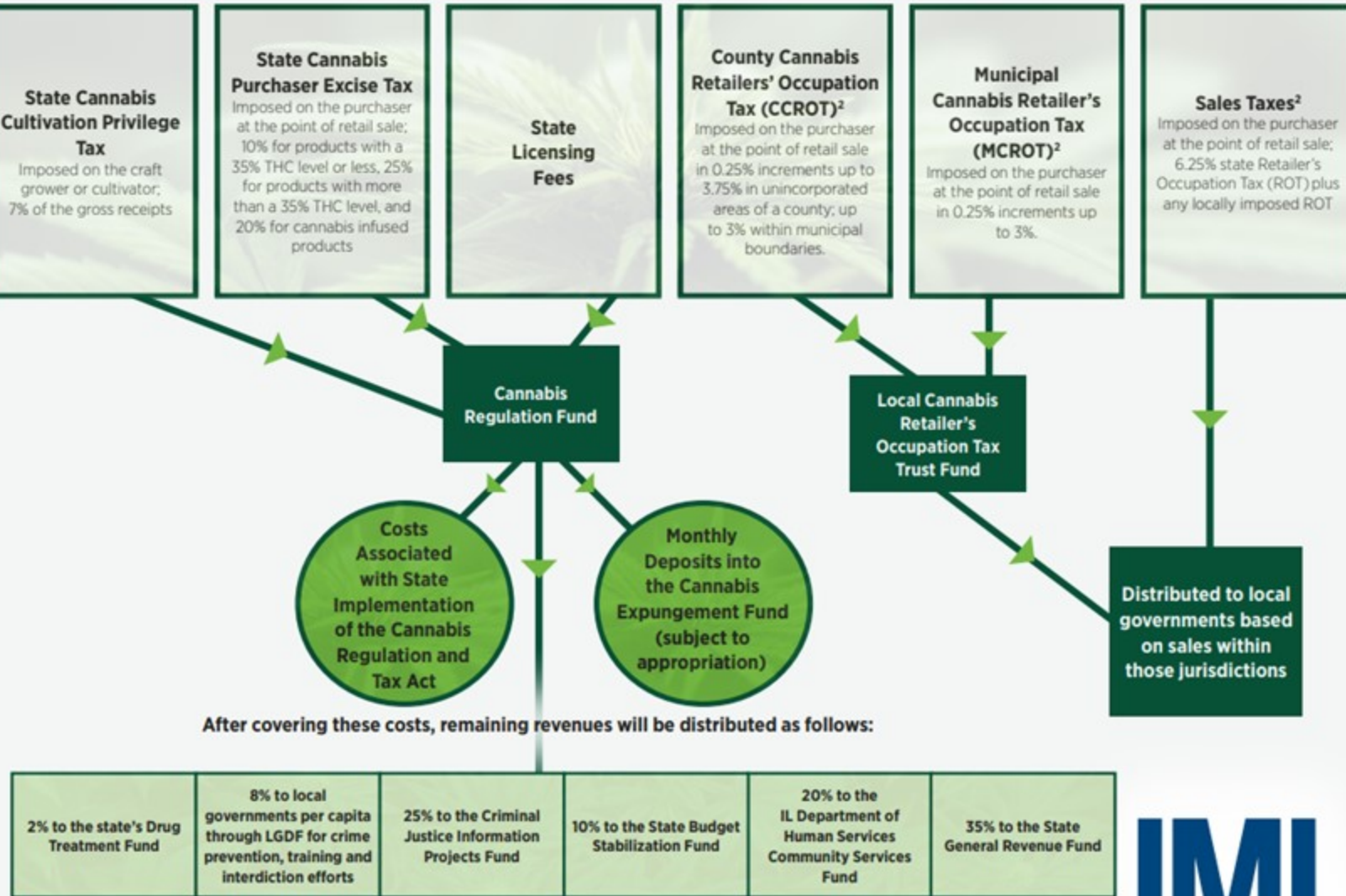
BLS Region #5 (Chicago-Naperville-Elgin) 47 Conditional Licenses Available

Order Drawn	Unique Lottery Number	Unique Application Number	Applicant Name
1	82	3963113	BOTAVI WELLNESS LLC
2	703	3953534	SO BAKED TOO LLC
3	285	3953494	G P GREEN HOUSE LLC
4	463	3951611	GREEN & WILLIAMS, LLC
5	581	3953433	ILLINOIS HEALTH & WELLNESS, LLC

6	214	3947835	EEL - ILLINOIS LLC
7	658	3947917	MINT IL, LLC
8	6	3951397	AMERICANNA DREAM LLC
9	547	3947977	GRI HOLDINGS, LLC
10	390	3952145	GREEN & FOSTER, LLC
11	783	3950911	TOFINO SHORELINE PARTNERS LLC
12	35	3962777	BLOUNTS&MOORE
13	882	3949801	WORLD OF WEED
14	875	3949801	WORLD OF WEED
15	610	3950528	KANA GROVE NORTH LLC
16	376	3950381	GREEN & CAMPBELL LLC
17	714	3948861	SUITE GREENS, LLC
18	616	3963034	KAP-JG LLC
19	516	3947522	GREEN THERAPY LLC
20	165	3950459	CESAM, LLC
21	770	3953395	THE HERBAL CARE CENTER
22	546	3947977	GRI HOLDINGS, LLC
23	877	3949801	WORLD OF WEED
24	776	3951084	THF ILLINOIS, LLC DBA: GREENLIGHT
25	234	3962625	EMERALD COAST, LLC
26	80	3963113	BOTAVI WELLNESS LLC
27	338	3951363	GREEN & BRANSFORD, LLC
28	339	3951363	GREEN & BRANSFORD, LLC
29	834	3948580	WAH GROUP, LLC D/B/A LEAFING LIFE
30	322	3951363	GREEN & BRANSFORD, LLC
31	606	3952765	ISLAND THYME, LLC
32	394	3952145	GREEN & FOSTER, LLC
33	313	3950908	GREEN & ALAMO, LLC
34	821	3952950	VILL-OPS, INC (DBA VIOLA)
35	614	3963034	KAP-JG LLC
36	632	3953497	KWB ONE LLC
37	345	3952431	GREEN & BREADLEY, LLC
38	410	3951950	GREEN & KINNICK, LLC

Cannabis Regulation and Tax Act (P.A. 101-0027¹) Tax & Fee Revenue Distribution

12/18/19



¹ As amended by P.A. 101-0593

² Locally imposed sales taxes, including the MCROT, are subject to the state's 1.5% sales tax administrative fee.



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

November 16, 2021

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 1504 Miner Street, Case #21-048-CU-V, 1st Ward
RE: Consideration of Conditional Use and Variation for a Cannabis Dispensary

Honorable Mayor and Members of the Des Plaines City Council

The Planning and Zoning Board (PZB) met on November 9, 2021 to consider a Conditional Use under Section 12-7-3(K) of the Zoning Ordinance, as amended, to allow for a Cannabis Dispensary Use at 1504 Miner Street in the C-5, district, and variation from the requirement in Section 12-3-11 for highly transparent, non-reflectance windows on the Miner Street-facing facade.

1. The petitioner was invited to present. He began by providing an overview of the status of the state licensing process for adult use cannabis dispensaries at the moment. He confirmed that an affiliated entity, Green & Foster LLC, had been notified that they were awarded a conditional license through the Illinois Department of Financial and Professional Regulation (IDFPR) in the summer of 2021. He noted that after state-level litigation involved with releasing the licenses are resolved, he expected his operation to have the necessary license to operate at the subject property. The petitioner went on to give a slide presentation with information about his business and brand, Dispensary33. He provided details about existing operations and highlighted components of his petition. He displayed photos and reviewed the proposed floor plan. Among the photos were the proposed windows. The petitioner explained the need for variation because there is a state requirement for windows to be tinted for security reasons.
2. Community and Economic Development staff summarized the staff report and recommended two conditions. One condition requires the petitioner to revise the Site Plan to include the dimensions, striping, and designation of the required handicap accessible parking spaces pursuant to City codes. Another condition requires the petitioner to submit a Photometric Plan in compliance with Section 12-12-10 of the Zoning Ordinance at time of building permit. A third condition requires the installation of a public sidewalk across the subject property's frontage along Wolf Road.
3. The PZB members asked about the Des Plaines Police Department comments and noted their comment (and recommended condition) that the security personnel roster for the dispensary be regularly be shared with the Police Department. Member Veremis asked about crime issues at the Dispensary33 Chicago/Andersonville location. The petitioner relayed that only one crime issue had occurred and it was related to vandalism/social unrest that affected many types of businesses. The petitioner also shared examples of community involvement and events in Andersonville.
4. Members also asked about and discussed the possibility for consumption in and around the Des Plaines Theater. The petitioner and staff clarified that public consumption of cannabis is still illegal, but possession – not consumption – of just-purchased products is possible.

5. No members of the public spoke on this petition.
6. Chairman Szabo stated his opinion that while the operator made a sound presentation, he does not support a cannabis dispensary in the subject location.
7. The PZB took a motion to recommend approval of both the requested conditional use and variation to the City Council. Three (3) members voted in support, and one (1) voted against. The following conditions were part of the motion: (i) The petitioner shall submit to the Des Plaines Police Department, however often is necessary, an updated list of security personnel with verification of all necessary firearms training; and (ii) Dispensary windows shall be the type the petitioner used as an example in their application submittal. Detailed specifications on transparency shall be included with the building permit application.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James S. Szabo". The signature is fluid and cursive, with a long horizontal stroke at the end.

James Szabo,
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

November 9, 2021
Page 9

2. Address: 1504 Miner Street

Case Number: 21-048-CU-V
Public Hearing

The petitioner is requesting a Conditional Use from Section 12-7-3(K) of the Des Plaines Zoning Ordinance, as amended, to allow a cannabis dispensary in the C-5 zoning district, as well as a variation from the Building Design Review standards of Section 12-3-11 related to window transparency, and the approval of any other such variations, waivers, and zoning relief as may be necessary.

PIN: 09-17-415-025-0000
Petitioner: 280E LLC, 1126 Main Street, Evanston, IL 60640
Owner: Metropolitan Square Plaza, LLC 6348 N. Milwaukee Avenue, PMB 125, Chicago, IL 60645

Chairman Szabo swore in Zachary Zises, Petitioner for the property located at 1504 Miner Street. Mr. Zises stated that the licenses for the cannabis dispensary have not been received yet; they are held by the State of Illinois due to a temporary restraining order which should be resolved in the next two to six months, which gives them time to apply for permits, etc.

The Petitioner stated that they have another business in Andersonville that opened in 2015; they are design focused; State law requires tinted windows; a security guard will be on premise; they will have cameras and a security system.

Chairman Szabo asked that the Staff Report entered into record. Director Carlisle provided a summary report.

Member Veremis asked if the Police Department supported this business; has there been any criminal activity at the Andersonville location. The Petitioner stated that during the unrest in 2020 a brick was thrown through a window and on another occasion three people entered the building and the alarm system scared them away.

Member Veremis stated that Des Plaines Theater goers are likely to purchase cannabis products. The Petitioner stated that consumption is not allowed in a public place or in the theater; product is allowed to be kept on their person.

Chairman Szabo stated that this is a sound operation, but in his opinion, not the ideal location. The Petitioner stated that the State of Illinois is restrictive and the City's Ordinance only allows a cannabis dispensary in certain locations. In addition, any building that a dispensary is located must not have a mortgage on it, which makes location even more restrictive.

Chairman Szabo asked if there were any questions or comments from the audience.

Issue: The petitioner is requesting a conditional use under Section 12-7-3(K) of the Zoning Ordinance to allow an adult use (recreational) retail cannabis dispensary in the C-5 zoning district. The petitioner is also requesting variations from the window transparency rules of Section 12-3-11 (Building Design Review).

Case 21-031-V
Case 21-048-CU

290 N. Eighth Avenue
1504 Miner Street

Variation
Conditional Use/Var

November 9, 2021
Page 10

Address: 1504 Miner Street
Petitioner: 280E, LLC (dba Dispensary33, owned by Zachary Zises, et al)
Owner: Metropolitan Square Plaza, LLC

Case Number: 21-048-CU-V
Real Estate Index #: 09-17-415-025-0000

Ward: #1, Alderman Mark Lysakowski

Existing Zoning: C-5, Central Business District

Existing Land Use: Vacant; former Leona's restaurant

Surrounding Zoning: Northeast: C-5, Central Business District
Northwest: C-5, Central Business District
Southeast: C-5, Central Business District
Southwest: C-5, Central Business District

Surrounding Land Use: Northeast: Mixed-use residential/commercial building (Metropolitan Square)
Northwest: Restaurant (Sugar Bowl) and Metropolitan Square parking garage
Southeast: Martial arts academy (educational studio), various retail and service
Southwest: Public transportation station: Metra commuter rail and Pace bus

Street Information: Miner Street is classified as an arterial, and Metropolitan Way is a local street. The segment of Miner Street is under Illinois Department of Transportation (IDOT) jurisdiction and has an average traffic count of approximately 16,000 vehicles per day.

Comprehensive Plan: The Comprehensive Plan illustrates this site as "higher density urban mix with residential."

Background and Project: The petitioner is 280E, LLC, and would operate under the brand Dispensary33 (D33 Mgmt, LLC), which is owned by Bryan, Kristie, and Zachary Zises, as well as Paul Lee. They are proposing leasing 1504 Miner Street, a single-story brick building at the corner of Miner and Metropolitan Way, for an adult-use (recreational, non-medical) retail cannabis dispensary. The space has been vacant since late 2017, when the former Leona's restaurant closed. Legal retail sales of adult-use cannabis products began in Illinois on January 1, 2020, enacted by the state Cannabis Regulation and Tax Act of 2019. Dispensary33 was one of

November 9, 2021
Page 11

the first adult-use retailers to be open in Illinois at their location in the Andersonville neighborhood of Chicago. They have since opened a second location in the West Loop neighborhood of Chicago and are pursuing a location in Wicker Park concurrent to their application in Des Plaines.

The City of Des Plaines amended its Zoning Ordinance twice related to cannabis business establishments (an umbrella term that encompasses retail dispensaries and cannabis supply-chain businesses). The first amendments were in late 2019, and the second were in August 2021. Prior to August 2021, cannabis dispensaries were not possible in the C-5 Central Business District/downtown Des Plaines, but Ordinance Z-42-21 established them as a conditional use. All cannabis businesses establishments in Des Plaines are prohibited from locating within 500 feet of a pre-existing school, place of worship, or commercially zoned child care center. The subject property is more than 500 feet from the zoning lot lines of these types of uses. The nearest all are south of the railroad tracks: First United Methodist Church at 668 Graceland, St. Mary Catholic School and Parish at 801 Center Street and 794 Pearson Street, and the Central School building and playground/ballfields at 1526 E. Thacker Street (measuring from the north frontage on Prairie Avenue). All are approximately 900 feet from the subject property.

All cannabis business establishments are also subject to the Use Standards of Section 12-8-13 of the Zoning Ordinance. These address requirements and limitations related to signage, lighting, hours of operation (limited to 10 a.m. through 8 p.m.), prohibition of on-site consumption and delivery to consumers, seismic and sonic detectors, consent to odor inspection, and full compliance with state regulations, which may change from time to time.

As the petitioner states in their project narrative, Green & Foster, LLC, is one of the partners in the endeavor. This entity was notified that it was a state conditional license lottery winner¹ in summer 2021. Green & Foster

¹ All adult-use retail cannabis dispensaries must be licensed by the State of Illinois, which controls the overall number and distribution across the state of issued licenses. The Department of Financial and Professional Regulation (IDFPR) issues conditional licenses through a lottery system. Once entities have finalized a location and fulfilled all state operational and inspection requirements, the dispensary is given a full license to operate.

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is a “social equity²” candidate. The state gives priority to social equity candidates in lotteries for conditional licenses.

Retail cannabis is not only a growing sector of brick-and-mortar retail but also a source of a unique potential local revenue. The City can collect a three percent³ Municipal Cannabis Retailers’ Occupation Tax on the gross retail sales of all adult-use cannabis. Further, the City is entitled to one percent home-rule retail sales tax, which leads to approximately four percent in total tax revenue on gross sales. In their project narrative, the petitioner projects by late 2022 the average sales for a dispensary in Illinois will be \$500,000 per month, or \$6 million per year. Sales volume varies based on location, size of store, and other factors. Research from various cannabis business sources reveals a range of national average annual sales between \$974⁴-\$1,773⁵ per square foot. Using the petitioner’s estimate, the City could collect an estimated \$200,000-250,000 per year in combined cannabis and home-rule retail sales taxes from this single business. Des Plaines does not currently have a cannabis dispensary.

The subject property is 5,428 square feet. The site and floor plans indicate a total proposed building area of 4,180 square feet. It appears the dispensary proposes to remove the rear cooler (approximately 300 square feet) to better accommodate parking spaces adjacent to the alley. There is downstairs storage area planned to complement the upstairs sales, employee, and storage areas.

The parking requirement for cannabis dispensaries in Section 12-9-7 of the Zoning Ordinance has three different ratios based on components of the floor plan: one space for every 200 square feet of gross floor area with public access plus one space for every 250 square feet of gross floor area dedicated to office uses, plus one space for every 1,500 square feet of gross floor area dedicated to ancillary uses. As with all uses, the definition of “floor area” in Section 12-13-3 allows certain spaces such as

² Social Equity Applicant Criteria (2021). Illinois Department of Commerce and Economic Opportunity. Accessed 30 October 2021 at <https://www2.illinois.gov/dceo/CannabisEquity/Pages/SocialEquityApplicantCriteria-.aspx>.

³ The state collects the tax on behalf of the municipality and then remits it back. The state retains a small amount as an administrative fee.

⁴ McVey, E. (2021). “Chart of the Week: Cannabis Retailers Excel in Key Revenue Metric.” MJBizDaily. Accessed at <https://mjbizdaily.com/chart-of-the-week-cannabis-retailers-excel-in-key-revenue-metric/>.

⁵ Evans, M (2019, January 10). “This is how much the average dispensary makes a month.” CannaSOS. Accessed at <https://cannasos.com/news/business/this-is-how-much-the-average-dispensary-makes-a-month>.

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restrooms, mechanical rooms, hallways, and up to 10 percent of storage areas to be excluded. Further, because the subject property is in the C-5 district, Section 12-7-3.H.6. allows the first 2,500 square feet to be exempt. Given the order of the floor plan components in the parking requirement – first public access, then office, then ancillary – the unexcluded space falls under “ancillary use” and is subject to a ratio of one space per 1,500 square feet. Therefore, the minimum parking requirement is two off-street spaces.

The petitioner is proposing three off-street spaces, all in the rear, which would comply. One of the spaces is reserved as an accessible space. In addition to the required off-street parking, there is immediately adjacent angle parking on the east side of Metropolitan Way, just west of the building. These 10 spaces, one of which is an accessible space, are limited to 90 minutes and are likely to be helpful in accommodating the use, although other businesses in the area also rely on these spaces. Regardless, an overall parking shortage is not anticipated, especially with the Metropolitan Square garage and additional on-street parking within a short walk of the subject property. Finally, the petitioner reasonably projects that given their location some customers will arrive via public transportation.

The petitioner will reserve one parking space for deliveries. The delivery plan in the project narrative specifies the frequency of daily deliveries (likely two to three times per day) in Ford Transit Connect or Sprinter vans. The state requires that deliveries be conducted by a licensed transporter and that a security guard be present.

The project narrative and the renderings of existing Dispensary33 locations indicate that façade alterations will be necessary on the Miner side. These alterations make the project subject to the Building Design Review requirements of Section 12-3-11. Specifically Sub-section D.1.a.1. requires “highly transparent, nonreflectance windows.” The petitioner cites a state requirement that dispensaries must maintain a window tint, which would make the storefront windows only partially instead of highly transparent. See the Project Narrative for an example from the Dispensary33 West Loop store. Therefore, the petitioner is seeking a variation from this requirement.

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Alignment with the Comprehensive Plan

The following is a discussion of how the use aligns with the various goals and objectives of the 2019 Comprehensive Plan:

- **Future Land Use Plan:**

- This property is illustrated as higher density urban mix with residential. This category was used throughout downtown Des Plaines to signal support for adding residential units wherever a proposal was made to do so. While the petitioner's proposal retains the building as single-use commercial, in broad terms, a retail cannabis dispensary is compatible with an "urban mix," as envisioned for downtown.

- **Downtown Des Plaines:**

- Returning the vacant space to active use, with the attendant façade improvements, will improve the streetscape, as called for in this chapter.
- The chapter calls for creating "a restaurant cluster on Miner Street next to the Des Plaines Theatre." On one hand, by approving this conditional use, the City would be allowing a former restaurant space to convert a non-restaurant space. On the other hand, it may not be practical for every space in the blocks adjacent to the theatre to be a restaurant. The additional foot traffic from a successful retail business such as a cannabis dispensary may, like additional theatre show-goers, support the existing restaurants and attract others to the strip.

Conditional Use Findings: Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the Zoning Ordinance. In reviewing these standards, the PZB may use following comments, or may state their own, as rationale (findings of fact) for recommended approval or denial of the conditional use:

1. **The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:**

Comment: As of August 2021, cannabis dispensary is now a conditional use in the C-5 district.

2. **The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:**

Comment: While not perfectly aligned, allowing the cannabis dispensary in the proposed location may support and complement the type of development (high-density urban mix) and uses (restaurant) desired broadly for the area.

3. **The proposed Conditional Use is designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:**

Comment: Through their lighting, refuse, and security plan, as well as their "no loitering" policy and online pick-up program, the petitioner's business is likely to mitigate the types of concerns neighbors may have about a nearby cannabis dispensary.

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4. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:

Comment: The dispensary seems to have designed a use that will not lead to outdoor queueing and loitering. On-site consumption is not permitted, and the many other Use Standards of Section 12-8-13 of the Zoning Ordinance should be effective at minimizing neighbor impacts.

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, agencies responsible for establishing the Conditional Use shall provide adequately any such services:

Comment: The use would not be enlarging the space through a large construction project; it is a simple commercial move-in. Public infrastructure is largely unaffected, and the existing parking in the vicinity is likely to be an adequate complement to the on-site parking spaces, which will meet the parking minimum requirement. Finally, the Des Plaines Police Department was offered the opportunity to comment and does not feel the use in this location would present a service demand on the department. Police did comment that the dispensary should, however often is necessary, maintain a list of its security personnel and share it with the department for the purposes of tracking personnel who are likely to be armed, which the security for the dispensary are likely to be. This comment is captured in recommended conditions.

6. The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:

Comment: On the contrary, the use is likely to be an economic benefit for the community, creating new revenue while not requiring additional resources to provide services.

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:

Comment: The proposed dispensary use is likely to comply with the Use Standards of Section 12-8-13 of the Zoning Ordinance, and these standards are designed to address all of the possible concerns listed in this standard.

8. The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:

Comment: The subject property is quite accessible, and both roadways and adjacent off and on-street parking have capacity to serve the proposed use as necessary.

9. The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:

Comment: The use would restore a fairly attractive single-story building that is currently in minor disrepair because of its vacancy.

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10. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:

Comment: As stated earlier, the dispensary must comply with the Use Standards of Section 12-8-13.

Variation Findings: Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance. In reviewing these standards, the PZB may use following comments, or may state their own, as rationale (findings of fact) for recommended approval or denial of the variation:

- 1. Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty.**

Comment: State regulations dictate the dispensary may not use the type of highly transparent window required by the rules.

- 2. Unique Physical Condition: The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.**

Comment: The subject property is along what is perhaps the most visible and important pedestrian-oriented corridor in Des Plaines: Miner Street, close to the theatre.

- 3. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title.**

Comment: The petitioner did not create the state regulation that they are subject to.

- 4. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.**

Comment: The Building Design Review rules and state cannabis dispensary requirements are inherently in conflict. Strict adherence to the Building Design Review rules would make the location of any dispensary very difficult.

- 5. Not Merely Special Privilege: The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot.**

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Comment: Other uses that are bound by requirements to tint their windows could approach the City with the same request and it would be reasonable.

- 6. Title and Plan Purposes: The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.**

Comment: Approval of this variation would lead to one storefront along the Miner Street corridor that has a non-traditional storefront window set. However, most storefronts will still be the highly transparent type that is desirable for the corridor. By requiring a variation in this case, the City is ensuring that the type of windows proposed by the petitioner are the exception not the rule.

- 7. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.**

Comment: To operate the petitioner will need to comply with state regulations and provide a degree of tint to the windows. They cannot avoid the state regulation.

- 8. Minimum Required: The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.**

Comment: The petitioner is proposing partial transparency, so the windows used will have at least some (not all) of the desired effect and character of storefront windows in the Miner Street corridor.

PZB Procedure and Recommended Conditions: Under Section 12-3-4(D) (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the PZB has the authority to recommend that the City Council approve, approve subject to conditions, or deny the above-mentioned conditional use and variation for a cannabis dispensary at 1504 Miner Street. City Council has final authority on the proposal. Consideration of the request should be based on a review of the information presented by the applicant and the standards above, as specified in Section 12-3-4(E) (Standards for Conditional Uses) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions:

1. The petitioner shall submit to the Des Plaines Police Department, however often is necessary, an updated list of security personnel with verification of all necessary firearms training.
2. Dispensary windows shall be the type the petitioner used as an example in their application submittal. Detailed specifications on transparency shall be included with the building permit application.

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A motion was made by Board Member Catalano, seconded by Board Member Fowler, for to recommend approval of request for a Conditional Use from Section 12-7-3(K) of the Des Plaines Zoning Ordinance, as amended, to allow a cannabis dispensary in the C-5 zoning district, as well as a variation from the Building Design Review standards of Section 12-3-11 related to window transparency, and the approval of any other such variations, waivers, and zoning relief as may be necessary at 1504 Miner Street.

AYES: Catalano, Fowler, Veremis

NAYES: Szabo

ABSTAIN: None

*****MOTION CARRIED *****

ADJOURNMENT

The November 23, 2021 meeting will be canceled. The next scheduled Planning & Zoning Board meeting is Tuesday, December 14, 2021.

Chairman Szabo adjourned the meeting by voice vote at 8:27 p.m.

Sincerely,

Nancy Peterson, Recording Secretary

cc: City Officials, Aldermen, Zoning Board of Appeals, Petitioners

CITY OF DES PLAINES

ORDINANCE Z - 57 - 21

**AN ORDINANCE GRANTING A CONDITIONAL USE
PERMIT AND MAJOR VARIATION FOR A CANNABIS
DISPENSARY AT 1504 MINER STREET, DES PLAINES,
ILLINOIS.**

WHEREAS, Metropolitan Square Plaza, LLC, an Illinois limited liability company (“*Owner*”), is the owner of the property commonly known as 1504 Miner Street, Des Plaines, Illinois (“*Subject Property*”); and

WHEREAS, the Subject Property is located in the C-5 Central Business District of the City (“*C-5 District*”); and

WHEREAS, the Subject Property is improved with one-story building (“*Building*”) with facades facing Miner Street (“*Miner Street Façade*”) and Metropolitan Way; and

WHEREAS, 280E, LLC, an Illinois limited liability company (“*Petitioner*”), desires to renovate the interior of the Building, alter the Miner Street Façade; and operate a cannabis dispensary on the Subject Property (“*Cannabis Dispensary*”); and

WHEREAS, the Petitioner proposes that D33 Mgmt, LLC, an Illinois limited liability company (“*Operator*”), will manage and operate the Cannabis Dispensary; and

WHEREAS, pursuant to Section 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended (“*Zoning Ordinance*”), the operation of a cannabis dispensary is permitted in the C-5 District only with a conditional use permit; and

WHEREAS, pursuant to Section 12-3-11.C.2. the Miner Street Façade, as proposed by the Petitioner, is subject to the Building Design Review requirements set forth in Section 12-3-11 of the Zoning Ordinance; and

WHEREAS, Section 12-3-11.D.1.a of the Zoning Ordinance defines “transparency” to mean “the measurement of the percentage of a building façade that has highly transparent, nonreflectance windows”; and

WHEREAS, Section 12-3-11.D.1.b of the Zoning Ordinance sets forth a minimum transparency percentage and limitations on blank walls for a street-facing building façade; and

WHEREAS, in order to comply with State licensing requirements for cannabis dispensaries, the Petitioner proposes to install film on the Miner Street Façade windows that will render the windows only partially transparent; and

WHEREAS, the Petitioner, with the consent of the Owner and the Operator, submitted an

application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for approval of: (i) a conditional use permit to allow the operation of a cannabis dispensary on the Subject Property ("**Conditional Use Permit**"), in accordance with Sections 12-7-3.H.3 and 12-7-3.K of the Zoning Ordinance; and (ii) a major variation from Section 12-3-11.D.1 of the Zoning Ordinance to allow partially transparent, reflectance windows on the Miner Street Facade to satisfy the blank wall limitations, in accordance with Section 12-3-6 of the Zoning Ordinance ("**Variation**") (collectively, the Conditional Use Permit and the Variation are the "**Requested Relief**"); 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 the receipt thereof; and

WHEREAS, within 90 days from the date of the Petitioner's application a public hearing was held by the PZB on November 9, 2021 pursuant to notice published in the *Des Plaines Journal* on October 20, 2021; and

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

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

WHEREAS, pursuant to Section 12-3-4 and Section 12-3-6 of the Zoning Ordinance, the PZB filed a written report with the City Council on November 16, 2021, summarizing the testimony and evidence presented in the public hearing, and stating the PZB's vote of three in favor of recommending approval and one against recommending approval for the Requested Relief subject to certain terms and conditions; and

WHEREAS, the Petitioner made certain representations to the PZB with respect to the proposed Conditional Use Permit and Variation, 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 Requested Relief; and

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits and variations set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated November 23, 2021, 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 legally described as follows:

LOT 62, (EXCEPT THE SOUTHEASTERLY 32.1 FEET MEASURED ALONG THE NORTHEASTERLY LINE OF MINER STREET), AND PART OF LOT 63, (EXCEPT THE NORTHERLY 8 FEET OF SAID LOTS TAKEN FOR ALLEY), WHICH LIES SOUTHEASTERLY OF A LINE, DRAWING FROM A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 63, WHICH IS 20.21 FEET NORTHWESTERLY FROM THE SOUTHWESTERLY CORNER, TO A POINT IN THE SOUTHWESTERLY LINE OF THE ALLEY, WHICH IS 20.3 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF THE SAID LOT, (MEASURED ALONG THE WESTERLY LINE OF THE SAID ALLEY), IN ORIGINAL TOWN OF RAND, IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 09-17-415-025-0000

Commonly known as: 1504 Miner Street, Des Plaines, Illinois.

SECTION 3. APPROVAL OF 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 a Conditional Use Permit to allow the operation of the cannabis dispensary 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. APPROVAL OF VARIATION. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council hereby grants the Variation for the Subject Property to the Petitioner.

SECTION 5. CONDITIONS. The Conditional Use Permit granted in Section 3 of this Ordinance and the Variation granted in Section 4 of this Ordinance shall be, and are 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 Owner, the Petitioner, and the Operator 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 in accordance with all applicable City standards, the development, use, operation, and maintenance of the Subject Property by the Owner, the Petitioner, and the Operator must comply with the following plans as may be amended to comply with Section 5.C of this Ordinance:

1. That certain “Proposed Window Style” depicted in photos submitted by Petitioner, attached to and, by this reference, made a part of this Ordinance as **Exhibit A**; and

2. That certain “Site Plan,” dated September 24, 2021, prepared by Steep Architecture Studio, attached to and, by this reference, made a part of this Ordinance as **Exhibit B**; and

3. That certain “Floor Plan,” dated September 24, 2021, prepared by Steep Architecture Studio, attached to and, by this reference, made a part of this Ordinance as, **Exhibit C**; and

4. That certain “Proposed Miner Street Elevation,” dated September 24, 2021, prepared by Steep Architecture Studio, attached to and, by this reference, made a part of this Ordinance as, **Exhibit D**.

C. Additional Conditions. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the following conditions:

1. The Petitioner shall submit to the Des Plaines Police Department, at the frequency determined by the Police Department, an updated and detailed list of security personnel.

2. The Subject Property's windows must have substantially the same appearance as described in the Window Appearance Exhibit, consisting of one (1) page, submitted by the Petitioner, prepared by Avery Dennison Graphics Solutions, and dated November 22, 2021, a copy of which is attached to and, by this reference made a part of, this Ordinance as **Exhibit E** ("*Window Appearance Exhibit*"). The Petitioner must submit detailed specifications on transparency with the building permit application.

3. No temporary certificate of occupancy or certificate of occupancy will be issued for the Subject Property unless and until the Petitioner has provided proof that the Illinois Department of Financial and Professional Regulation has issued a license to operate a cannabis dispensing organization on the Subject Premises.

SECTION 6. BINDING EFFECT; NON-TRANSFERABILITY. The privileges, obligations, and provisions of each and every section and requirement of this Ordinance are for and shall inure solely to the benefit of Petitioner and Operator, and are and shall be binding on Owner and Operator, except as otherwise expressly provided in this Ordinance. Nothing in this Ordinance shall be deemed to allow the Petitioner or Operator to transfer any of the rights or interests granted herein to any other person or entity without the prior approval of the City Council by a duly adopted amendment to this Ordinance.

SECTION 7. NONCOMPLIANCE.

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 Owner, the Petitioner, or the Operator 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 5 of this Ordinance, the Conditional Use Permit granted in Section 3 and Variation granted in Section 4 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of the Conditional Use Permit and the Variation, 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 Owner and the Petitioner acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, 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 notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Owner and the Petitioner.

SECTION 8. EFFECTIVE DATE.

A. This Ordinance shall be in full force and effect only after the occurrence of the following events:

1. its passage and approval by the City Council in the manner provided by law;
2. its publication in pamphlet form in the manner provided by law;
3. the filing with the City Clerk by the Owner, the Petitioner, and the Operator not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating their respective 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 F**; 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 Owner, the Petitioner, and the Operator do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.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 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.

[SIGNATURE PAGE TO FOLLOW]

PASSED this _____ day of _____, 2021.

APPROVED this _____ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2021.

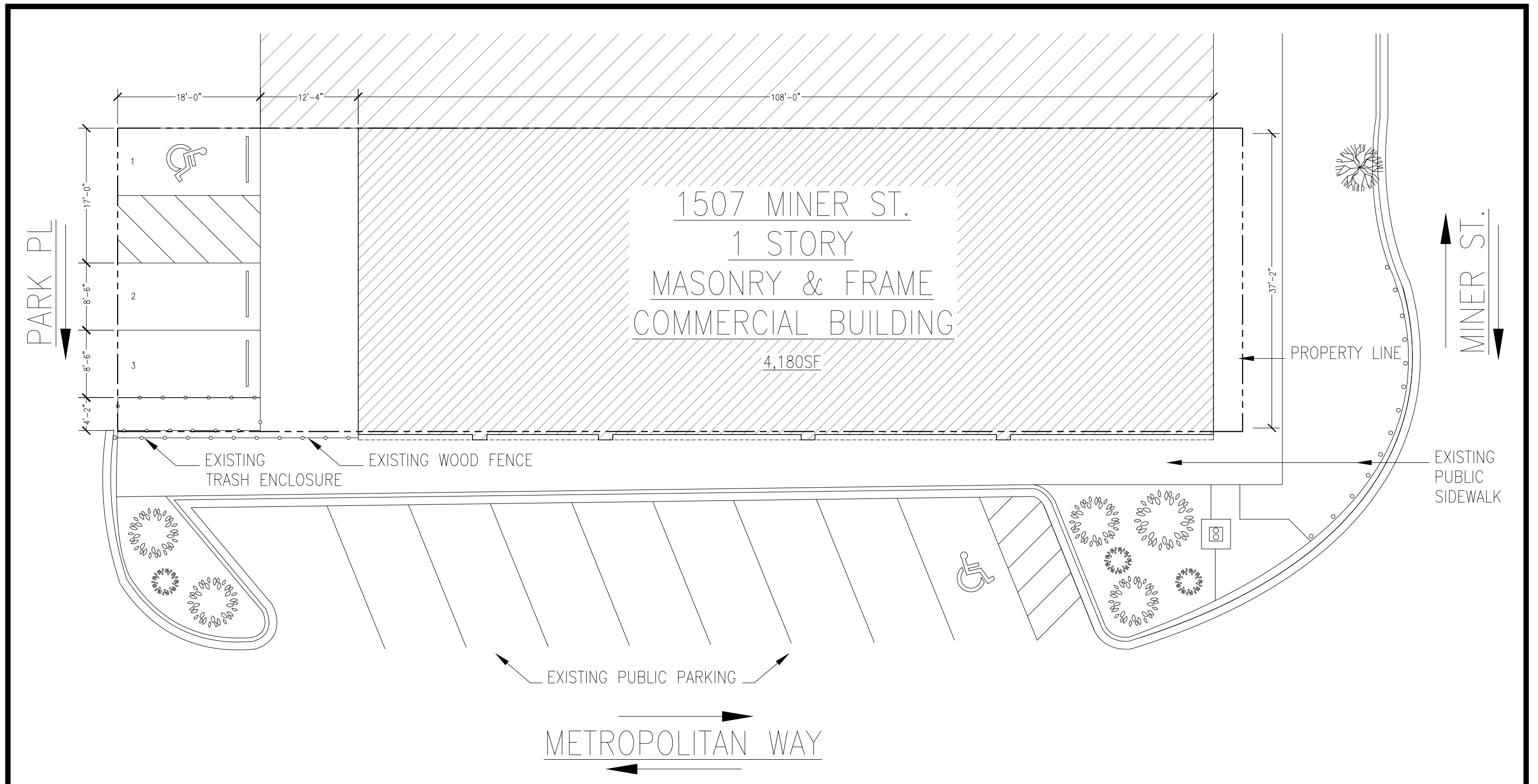
Approved as to form:

CITY CLERK

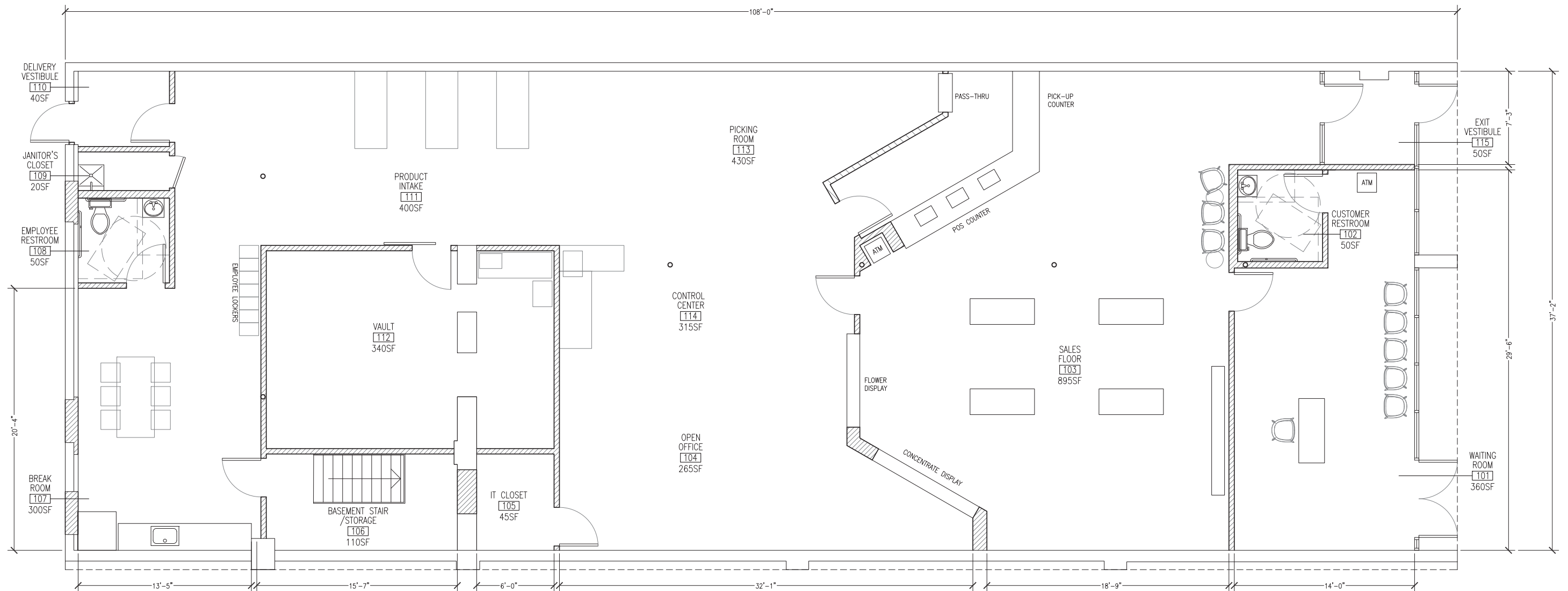
Peter M. Friedman, General Counsel

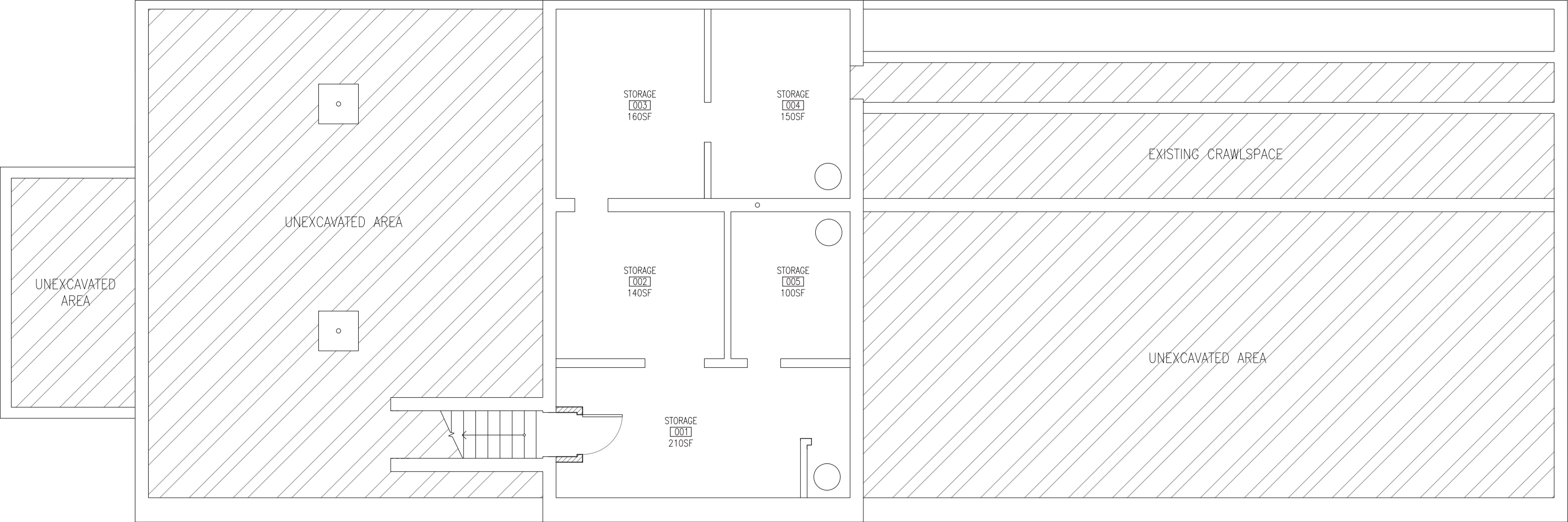
DP-Ordinance Approving a Conditional Use Permit and Variation at 1504 Miner Street for a Cannabis Dispensary

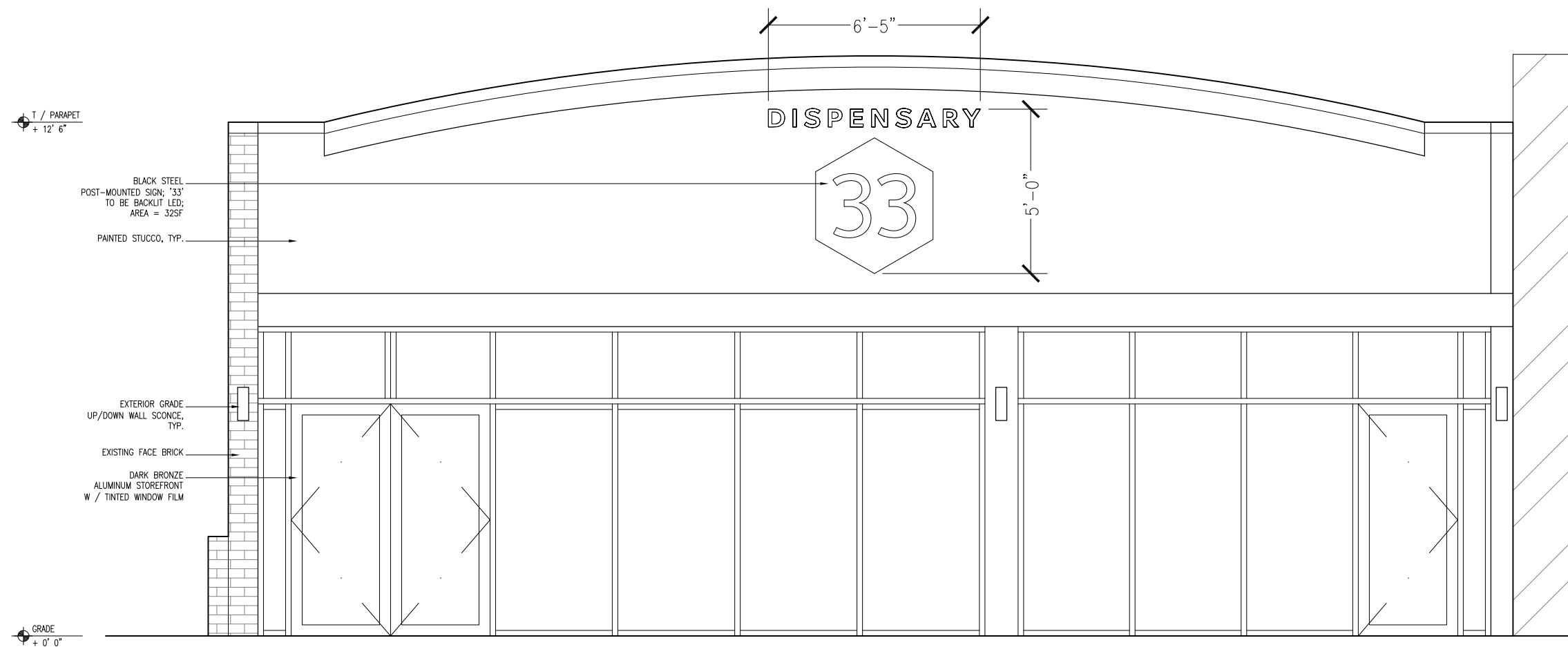




<p>steep steep architecture studio</p>	<p>dispensary 33 1504 miner st. des plaines, il 60016</p>	<p>issue : issue for zoning</p> <p>date : 09/24/2021</p>	<p>site plan scale : 1/16" = 1'-0"</p> <p>N</p>
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Product Data Sheet

Avery Dennison® Frosted Glass Window Film

Issued: 02/2020

Introduction

Avery Dennison Frosted Glass Window Film is suitable for decorative and functional graphics on glass windows and screens, doors and mirrors. Avery Dennison Frosted Glass Window Film is especially developed for computer-aided signmaking systems and has a frosted glass appearance. Avery Dennison Frosted Glass Window Film is a quality cast film offering an indoor durability of up to 15 years.

Conversion

Avery Dennison Frosted Glass Film has been especially developed for conversion on a wide range of computerised signmaking equipment.

Printability

Avery Dennison frosted Glass Window Film is a good candidate for screen and digital printing. However a print test prior to application is strongly recommended.



Face Film

80 micron cast film with frosted glass appearance



Adhesive

permanent, acrylic based



Backing paper

one side coated bleached kraft paper, 135 g/m2



Durability

Up to 7 years outdoors (vertical exposure)



Shelf life

2 years
stored at 22°C/ 50% RH

Recommendations for use

The Avery Dennison Frosted Glass Window Film is specially developed to create the image of frosted decorations on glass, as well as functional and manifestation graphics. Avery Dennison Frosted Glass Window Film can be applied on flat surfaces, and is best used on transparent surfaces like glass, acrylic sheets and polycarbonate materials.

- Flat surfaces only
- High tack application tape
- Application to a substrate with the wet method will facilitate positioning
- Addition of 0,5 % of neutral detergent to water will give you the right application fluid
- Water to be removed with a squeegee and firm hand pressure
- Allow the adhesive to build up sufficient adhesion level (this may take 15-45 minutes!) before application tape removal

Features

- Durability: 15 years (indoor) / 7 years (outdoor)
- Brilliant visual frosted effect
- Excellent dimensional stability and layflatness during use and application
- New liner imprint design with square pattern to support manual conversion
- Easy cutting and weeding
- Excellent conversion properties on computerised signmaking
- Excellent adhesion
- Product width: 1.23m

Physical Characteristics

Features	Test method ¹	Results
Caliper, facefilm	ISO 534	80 micron
Caliper, facefilm + adhesive	ISO 534	115 micron
Gloss	ISO 2813, 20°	15%
Dimensional stability	DIN 30646	0,20 mm. max
Tensile strength	DIN 53445	1 kN/m
Elongation at break	DIN 53445	25%
Adhesion, initial	FINAT FTM-1, stainless steel	400 N/m
Adhesion, ultimate	FINAT FTM-1, stainless steel	480 N/m
	Glass	500 N/m
	PMMA/Polycarbonate	640 N/m
Flammability		Self-extinguishing
Shelf life	Stored at 22°C/50%RH	2 years
Durability ²	Vertical exposure	Indoor: 15 years Outdoor: 7 years
Temperature range		
Application temperature		Minimum +10°C
Temperature range		-40°C to +90°C
Chemical resistance		
Humidity resistance	200 hours exposure	No effect
Water resistance	24 hours immersion	No effect
Detergent (1% solution)	24 hours immersion	No effect
Detergent solution 65°C	8 hours immersion	No effect
Isopropyl Alcohol / Water (20/80)	10 minutes immersion	No effect

1) Test methods: More information about our test methods can be found on our website.

2) Durability: durability is based on middle European exposure conditions. Actual performance life will depend on substrate preparation, exposure conditions and maintenance of the marking. For instance, in the case of signs facing south; in areas of long high temperature exposure such as southern European countries; in industrially polluted areas or high altitudes, exterior performance will be decreased.

Important notice Information on physical and chemical characteristics and values in this document are based upon tests we believe to be reliable and do not constitute a warranty. They are intended only as a source of information and are given without guarantee and do not constitute a warranty. Purchasers should independently determine, prior to use, the suitability of this material to their specific use.

All technical data are subject to change. In case of any ambiguities or differences between the English and foreign versions of this document, the English version shall be prevailing and leading.

Disclaimer and warranty Avery Dennison warrants that its Products meet its specifications. Avery Dennison gives no other express or implied guarantees or warranties with respect to the Products, including, but not limited to, any implied warranties of merchantability, fitness for any particular use and/or non infringement. All Avery Dennison products are sold with the understanding that the purchaser has independently determined the suitability of such products for its purposes. The period of warranty is one (1) year from the date of shipment unless expressly provided otherwise in the product data sheet. All Avery Dennison's products are sold subject to Avery Dennison's general terms and conditions of sale, see <http://terms.europe.averydennison.com>. Avery Dennison's aggregate liability to Purchaser, whether for negligence, breach of contract, misrepresentation or otherwise, shall in no circumstances exceed the price of the defective, non-conforming, damaged or undelivered Products which give rise to such liability as determined by net price invoices to Purchaser in respect of any occurrence or series of occurrences. In no circumstances shall Avery Dennison be liable to Purchaser for any indirect, incidental or consequential loss, damage or injury, including without limitation, loss of anticipated profits, goodwill, reputation, or losses or expenses resulting from third party claims.

EXHIBIT F

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois ("*City*");

WHEREAS, 280E, LLC ("*Petitioner*") applied to the City of Des Plaines for (i) a conditional use permit to allow a cannabis dispensary use on the Subject Property ("*Conditional Use Permit*"), in accordance with Section 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended ("*Zoning Ordinance*"); and (ii) a major variation from Section 12-3-11.D.1 of the Zoning Ordinance to allow partially transparent, reflective windows to satisfy the blank wall limitations ("*Variation*"); and

WHEREAS, the Subject Property is owned by Metropolitan Square LLC ("*Owner*"), who consented to the Petitioner's application; and

WHEREAS, the cannabis dispensary will be operated by D33 LLC ("*Operator*"); and

WHEREAS, Ordinance No. Z-57-21 adopted by the City Council of the City of Des Plaines on _____, 2021 ("*Ordinance*"), grants approval of the Conditional Use Permit and Variation, subject to certain conditions; and

WHEREAS, the Owner, the Petitioner, and the Operator 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, the Owner, the Petitioner, and the Operator do hereby agree and covenant as follows:

1. The Owner, the Petitioner, and the Operator hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-57-21, adopted by the City Council on _____, 2021.
2. The Owner, the Petitioner, and the Operator 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 the Owner, the Petitioner, and the Operator against damage or injury of any kind and at any time.
3. The Owner, the Petitioner, and the Operator 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 do 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.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

By: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2021.

Notary Public

ATTEST:

By: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2021.

Notary Public

ATTEST:

By: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2021.

Notary Public

280E LLC

By: Zachary Zises _____

Its: _____

METROPOLITAN SQUARE LLC

By: _____

Its: _____

D33 LLC

By: _____

Its: _____



FINANCE DEPARTMENT

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

MEMORANDUM

Date: December 8, 2021

To: Michael G. Bartholomew, City Manager

From: Dorothy Wisniewski, Assistant City Manager/Director of Finance

Subject: Resolution R-215-21, December 20, 2021 Warrant Register

A handwritten signature in blue ink, appearing to read 'D.W.', is located to the right of the 'To' and 'From' lines.

Recommendation: I recommend that the City Council approve the December 20, 2021 Warrant Register Resolution R-215-21.

Warrant Register.....\$6,685,398.27

Estimated General Fund Balance

Balance as of 10/31/2021: \$32,993,109

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-215-21

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

December 20, 2021

City of Des Plaines

Warrant Register 12/20/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Department: 00 - Non Departmental					
1	4160	Real Estate Transfer Tax	8528 Fritscher, Karl	Refund 11/29/21 Refund of Real Estate Transfer Tax 11/29/2021	340.00
2	4160	Real Estate Transfer Tax	8530 Nieder, Maxwell T	Refund 12/01/21 Refund of Real Estate Transfer Tax 12/01/2021	670.00
3	4160	Real Estate Transfer Tax	5836 Capps, Kevin M & Amy A	Refund 12/01/21 Refund for Real Estate Transfer Tax 12/01/2021	714.00
4	4160	Real Estate Transfer Tax	8529 Stanis, Ronald	Refund 12/01/21 Refund for Real Estate Transfer Tax 12/01/2021	700.00
5	4849	Miscellaneous Revenues	8531 Lietzau, Barbara Marie	Refund 12/01/21 Refund of Real Estate Trans Tax Stamp 12/1/21-Sale Fell Through	298.00
6	4849	Miscellaneous Revenues	8532 Belmont, John J	Refund 12/01/21 Refund RE Trans Tax 12/1/21-Dif of Canceled Sale & Pending Sale	22.00
Total 00 - Non Departmental					2,744.00

Elected Office					
Division: 110 - Legislative					
7	6000	Professional Services	8452 Anderson Legislative Consulting LTD	12-2021 Lobbyist Services - December 2021 - R-130-21	5,420.00
8	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	3490 Lobbyist Services - December 2021 - R-131-21	5,000.00
9	6015	Communication Services	1552 Verizon Wireless	9892784911 Communications Services 10/14-11/13/2021	433.60
10	7000	Office Supplies	1644 Warehouse Direct Inc	5102557-0 3 Dozen Pens	47.37
Total 110 - Legislative					10,900.97

Division: 120 - City Clerk					
11	6015	Communication Services	1552 Verizon Wireless	9892784911 Communications Services 10/14-11/13/2021	42.36
Total 120 - City Clerk					42.36

Total 10 - Elected Office					10,943.33
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City Administration					
Division: 210 - City Manager					
12	6015	Communication Services	1552 Verizon Wireless	9892784911 Communications Services 10/14-11/13/2021	42.36
Total 210 - City Manager					42.36

Division: 220 - Legal					
13	6005	Legal Fees	8133 Elrod Friedman LLP	6155 10-21 Non-Retainer Matters	1,837.50
14	6005	Legal Fees	8133 Elrod Friedman LLP	6165 10-21 Non-Retainer Matters	550.00
15	6005	Legal Fees	8133 Elrod Friedman LLP	6166 10-21 Non-Retainer Matters	3,020.00
16	6005	Legal Fees	8133 Elrod Friedman LLP	6177 10-21 Non-Retainer Litigation	337.50
17	6005	Legal Fees	8133 Elrod Friedman LLP	6178 10-21 Non-Retainer Matters	887.50

City of Des Plaines

Warrant Register 12/20/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
18	6005	Legal Fees	8133 Elrod Friedman LLP	6543	11-21 Non-Retainer Matters	487.50
19	6005	Legal Fees	8133 Elrod Friedman LLP	6552	11-21 Non-Retainer Matters	1,170.00
20	6005	Legal Fees	8133 Elrod Friedman LLP	6561	11-21 Non-Retainer Litigation	1,470.50
21	6005	Legal Fees	8133 Elrod Friedman LLP	6563	11-21 Non-Retainer Matters	3,007.50
22	6005	Legal Fees	8133 Elrod Friedman LLP	DEC 2021 RET	December 2021 Retainer	18,500.00
23	6005	Legal Fees	8133 Elrod Friedman LLP	NOV 2021 RET	November 2021 Retainer	18,500.00
24	6005	Legal Fees	8133 Elrod Friedman LLP	OCT 2021 RET	October 2021 Retainer	18,500.00
25	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-22	Administrative Hearings & Traffic Court November 2021	2,440.00
26	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	14729	Legal Fees November 2021	16,105.00
27	6010	Legal Fees - Labor & Employment	8524 Daniel G Zeiser Company LPA	210211-03887	Legal Fees MAP Military Leave Grievance 06/09/2021	750.00
28	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	6179	10-21 Non-Retainer Matters	3,210.00
29	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	6555	11-21 Non-Retainer PSEBA Proceedings	1,125.00
Total 220 - Legal						91,898.00

Division: 230 - Information Technology						
30	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	297.49
31	7320	Equipment < \$5,000	1026 CDW LLC	N737641	1 Apple iPad 10.2	332.63
Total 230 - Information Technology						630.12

Division: 240 - Media Services						
32	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	163.09
33	6108	Public Relations & Communications	1050 Journal & Topics Newspapers	186774	11/10/2021 Veterans Day Advertisement	590.00
Total 240 - Media Services						753.09

Division: 250 - Human Resources						
34	5345	Post-Employment Testing	1267 Northwest Community Hospital	25301	Post-Employment Testing (CED) 10/19/2021	66.00
35	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	42.36
36	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	3196	Job Posting Mgmt Analyst (Engineering) 11/18/2021-12/08/2021	50.00
Total 250 - Human Resources						158.36

Total 20 - City Administration						93,481.93
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Department: 30 - Finance						
37	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	99.55
Total 30 - Finance						99.55

City of Des Plaines

Warrant Register 12/20/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Community Development						
Division: 410 - Building & Code Enforcement						
38	6005	Legal Fees	8133 Elrod Friedman LLP	6158	10-21 Non-Retainer Matters	1,375.00
39	6005	Legal Fees	8133 Elrod Friedman LLP	6168	10-21 Non-Retainer Matters	370.50
40	6005	Legal Fees	8133 Elrod Friedman LLP	6169	10-21 Non-Retainer Property Enforcement Matters	513.00
41	6005	Legal Fees	8133 Elrod Friedman LLP	6550	11-21 Non-Retainer Matters	165.00
42	6005	Legal Fees	8133 Elrod Friedman LLP	6553	11-21 Non-Retainer Matters	1,122.00
43	6005	Legal Fees	8133 Elrod Friedman LLP	6554	11-21 Non-Retainer Property Enforcement Matters	280.50
44	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	410.90
45	6110	Printing Services	1106 Chromatech Printing Inc	9096/26140	Envelopes for Business License Certificates 11/23/2021	1,066.00
46	6110	Printing Services	1106 Chromatech Printing Inc	9098/26141	Custom Window Envelopes with Logo 11/23/2021	565.00
47	6115	Licensing/Titles	1744 IL Secretary of State	11/23/2021	Notary Public Commission Registration Fee 12/20/2021 - Permit Technician	10.00
Total 410 - Building & Code Enforcement						5,877.90

Division: 420 - Planning & Zoning						
48	6005	Legal Fees	8133 Elrod Friedman LLP	6156	10-21 Non-Retainer Matters	250.00
49	6005	Legal Fees	8133 Elrod Friedman LLP	6551	11-21 Non-Retainer Matters	192.50
50	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	42.36
51	6100	Publication of Notices	1050 Journal & Topics Newspapers	186638	Legal Advertisement for Plan Year 2020 CAPER 11/03/2021	155.79
Total 420 - Planning & Zoning						640.65

Division: 430 - Economic Development						
52	6000	Professional Services	1332 Kane McKenna & Associates	18218	TIF Research Analysis 10/4-10/13/2021	287.50
53	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	32.36
54	6110	Printing Services	1106 Chromatech Printing Inc	9097/26141	Custom Envelopes with CED Return Address 11/23/2021	525.00
Total 430 - Economic Development						844.86

Total 40 - Community Development					7,363.41
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Public Works & Engineering						
Division: 100 - Administration						
55	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	99.69
Total 100 - Administration						99.69

City of Des Plaines

Warrant Register 12/20/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 510 - Engineering						
56	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	246.46
Total 510 - Engineering						246.46

Division: 530 - Street Maintenance						
57	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	457.17
58	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	13397	36 Stump Removals & Restorations - 11/22/2021, R-169-19	6,103.25
59	6195	Miscellaneous Contractual Services	6988 Lighting Resources LLC	53-12941	Light Bulb Recycling - 11/24/2021	1,939.88
60	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS414992	Additional Leaf Season Sweeping Circuit - 11/02/2021	16,231.77
61	7000	Office Supplies	1644 Warehouse Direct Inc	5105083-0	Copy Paper, Laminating Pouches, Pens, Markers - PW	71.66
62	7000	Office Supplies	1644 Warehouse Direct Inc	5105083-1	Tabloid Copy Paper & Markers - PW	49.53
63	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	89583	Drill Bits	16.99
64	7035	Supplies - Equipment R&M	2823 Abbott Rubber Company Inc	5412360	Hose Assembly - PW 5123	101.90
65	7035	Supplies - Equipment R&M	2823 Abbott Rubber Company Inc	5412362	Hose Assembly - PW 5090	101.90
66	7035	Supplies - Equipment R&M	2823 Abbott Rubber Company Inc	5413076	Replacement Fill Valves - PW 5123 & PW 5090	247.24
67	7050	Supplies - Streetscape	1057 Menard Incorporated	89514	Outlets & Outlet Covers - Ellinwood	230.26
68	7055	Supplies - Street R&M	8421 Allegra Marketing Print & Mail	191879	3 Parking Signs - Civic Deck	3,405.00
69	7055	Supplies - Street R&M	1702 Diamond Paint & Home Center LLC	220000008730	Brush & Paint - Graffiti	113.78
70	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	89671	11.99 Tons Asphalt - Main Break Repairs - 10/27/2021, R-38-21	503.58
71	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	91884	2.52 Tons Asphalt - Restorations - 12/01/2021, R-38-21	105.84
Total 530 - Street Maintenance						29,679.75

Division: 535 - Facilities & Grounds Maintenance						
72	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	159.24
73	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	27943	Custodial Services - 7 Buildings - December 2021, R-185-19	8,240.00
74	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4102115257	Mat Service - Police Station - 11/17/2021	122.24
75	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4102115403	Mat Service - Metra Train Station - 11/17/2021	35.00
76	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4102639000	Mat Service - Metra Train Station - 11/23/2021	35.00

City of Des Plaines

Warrant Register 12/20/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
77	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9513	Electric Investigation & Demo 2nd Flr City Hall 11/29-12/01/2021	6,832.00
78	6315	R&M Buildings & Structures	2970 Action Fire Equipment Inc	82414	Plymovent Repairs - Fire Station #63 - 08/26/2021	175.00
79	7025	Supplies - Custodial	1029 Cintas Corporation	4102115330	Scraper, Cleaners, Paper Towels, Air Freshener, Soap, Etc.- PW	254.45
80	7025	Supplies - Custodial	1029 Cintas Corporation	4102639123	Cleaners, Paper Towels, Air Freshener, Soap, Mat, Etc. - PW	143.87
81	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	88366	Hole Saw	38.99
82	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	88371	Ladder and Hex Nut Bits	169.95
83	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	88385	Drill Bits	12.56
84	7045	Supplies - Building R&M	2823 Abbott Rubber Company Inc	5412359	Air Reel Hose - Fire Station #61	275.50
85	7045	Supplies - Building R&M	1057 Menard Incorporated	87983	Tray, Liner, Sponge, Pail, Drywall Compound, Primer - City Hall	102.62
86	7045	Supplies - Building R&M	1057 Menard Incorporated	87995	4 Drywall Corner Beads - City Hall	16.72
87	7045	Supplies - Building R&M	1057 Menard Incorporated	88007	Fly Stick - Police	19.90
88	7045	Supplies - Building R&M	1057 Menard Incorporated	88150	Drywall Compound & Painting Supplies - City Hall	72.27
89	7045	Supplies - Building R&M	1057 Menard Incorporated	88152	Toilet, Wax Ring, Flange Bolts - Fire Station #62	267.56
90	7045	Supplies - Building R&M	1057 Menard Incorporated	88155	Returned Toilet, Wax Ring, Flange Bolts - Fire Station #62	(262.07)
91	7045	Supplies - Building R&M	1057 Menard Incorporated	88157	Deca Tank - Fire Station #62	27.68
92	7045	Supplies - Building R&M	1057 Menard Incorporated	88509	Painting Supplies City Hall	29.47
93	7045	Supplies - Building R&M	1057 Menard Incorporated	88658	Conduit, No Coat, & Mudring - City Hall	66.50
94	7045	Supplies - Building R&M	1057 Menard Incorporated	88665	PVC Pipe, Bushings, Check Valve, Etc. - Fire Station #61	37.85
95	7045	Supplies - Building R&M	1057 Menard Incorporated	88718A	Bulbs and Sealant for Fire Station 61	133.65
96	7045	Supplies - Building R&M	1057 Menard Incorporated	89083	Steel Strut & Tapcons - Police	87.58
97	7045	Supplies - Building R&M	1057 Menard Incorporated	89390	Coupler, WIU Cover, Gang Box, Connector - PW	68.30
98	7045	Supplies - Building R&M	1057 Menard Incorporated	89407	Steel Outlet Plate - City Hall	9.75
99	7045	Supplies - Building R&M	1057 Menard Incorporated	89515	LED Bulbs - Food Pantry	109.42
100	7045	Supplies - Building R&M	1057 Menard Incorporated	89516	Extension Cord Reel - Police Station	59.54

City of Des Plaines

Warrant Register 12/20/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
101	7045	Supplies - Building R&M	1057 Menard Incorporated	90202	Plumbing Supplies - PW	163.12
102	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/053688	Electrical Repair Parts - City Hall	360.21
103	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	P11994	Paxton Door System Parts	1,942.38
104	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	P12033	Door System Controller	2,174.50
105	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	P14399	Door System Batteries - PW	284.00
106	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	P15512	Paxton Door Output Modules - PW	279.66
107	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	P15566	Paxton Door Readers - PW	427.06
108	7140	Electricity	1033 ComEd	0459113083-11/21	Electricity Service 10/12-11/10/2021	13,828.89
109	7140	Electricity	1033 ComEd	2685017085-11/21	Electricity Service 10/04-11/02/2021	219.70
110	7140	Electricity	1033 ComEd	4974385007-11/21	Electricity Service 10/07-11/05/2021	24.36
111	7140	Electricity	1033 ComEd	4974507003-11/21	Electricity Service 10/04-11/02/2021	363.12
112	7140	Electricity	1033 ComEd	5058680019-11/21	Electricity Service 10/04-11/02/2021	50.30
113	7140	Electricity	1033 ComEd	5058681016-11/21	Electricity Service 10/04-11/02/2021	31.74
114	7140	Electricity	1033 ComEd	5310666002-11/21	Electricity Service 10/04-11/02/2021	765.71
115	7200	Other Supplies	1047 Home Depot Credit Svcs	0026897	LED Lights & Tree Bag - Metro Square Tree	795.76
116	8010	Furniture & Fixtures	1057 Menard Incorporated	88660	Compact Refrigerator - Human Resources	179.00
Total 535 - Facilities & Grounds Maintenance						39,230.05

Division: 540 - Vehicle Maintenance						
117	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	101.54
118	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2168749	34 Tires Recycled - 11/20/2021	237.28
119	6135	Rentals	1029 Cintas Corporation	4102090755	Mechanic's Uniform Rental - 11/17/2021	183.59
120	6135	Rentals	1029 Cintas Corporation	4102874549	Mechanic's Uniform Rental - 11/24/2021	183.59
121	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	67327135	Cylinder Rental - 10/20-11/20/2021	709.64
122	6310	R&M Vehicles	2164 JB Metal Works Inc	19732	Cylinder Cabinet Fabrication - Fire 7522 - 11/17/2021	2,400.00
123	6310	R&M Vehicles	5030 Napleton's Arlington Heights Chrysler Jeep Dodge	236054	PD6928 Troubleshooting Repairs 10/28/2021	175.95
124	6310	R&M Vehicles	1071 Pomp's Tire Service Inc	280127898	2 Tires Installed - Fire 7607 - 11/15/2021	1,916.64
125	6310	R&M Vehicles	4280 Rush Truck Centers of Illinois Inc	3025552385	Engine Repair - PW 5052 - 11/10/2021	3,678.49

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
126	6310	R&M Vehicles	5823 Interstate Power Systems Inc	R042035215:01 Annual OSHA Aerial Inspection - PW 5045 - 11/18/2021	2,267.05
127	6310	R&M Vehicles	5035 Northwest Trucks Inc	R101004118:01 Truck Repair - Fire 7706 - 11/24/2021	429.59
128	7035	Supplies - Equipment R&M	3518 O'Reilly Auto Parts	2479-498786 Adhesive - PW 5005	17.51
129	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_220445 Air Protection Valve - Fire 7801	58.82
130	7040	Supplies - Vehicle R&M	1535 Wipeco Inc	0115250-IN Shop Rags - PW	345.83
131	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0239963 4 Batteries - PW 5101, PW 8039, Stock	243.00
132	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0241235 13 Tire Sensors - PW Stock	692.51
133	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133360702 Windshield Washer Solvent & Antifreeze - Fire Stock	239.76
134	7040	Supplies - Vehicle R&M	2164 JB Metal Works Inc	19738 Tank Cabinets & Shelves - Fire 7522	2,425.00
135	7040	Supplies - Vehicle R&M	2164 JB Metal Works Inc	19744 Storage Cabinets w/Seats - Fire 7522	11,700.00
136	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1CR0040941 Battery Core Return - PW Stock	(44.00)
137	7040	Supplies - Vehicle R&M	1354 MPC Communications & Lighting Inc	21-1328 Emergency Lighting - Fire 7522	1,928.50
138	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280128062 12 Tires - Police Stock	1,688.40
139	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3025617728 Returned Part - PW 5052	(67.90)
140	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1272487 Exhaust Parts & Rear Hubs - Fire 7405	495.36
141	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	6141 Brake Fluid & Oil Dry	805.38
142	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	813565 Air Filter - Fire 7707	37.78
143	7040	Supplies - Vehicle R&M	1043 WW Grainger Inc	9127624360 6 Clevis Pins - PW Stock	99.24
144	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	9388784 Lock Nuts, Cable Ties, Shrink Tubing, Connectors, Etc. - PW Stock	357.21
145	7040	Supplies - Vehicle R&M	5823 Interstate Power Systems Inc	C042052972:01 33 Filters - Fire Stock	624.79
146	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P12987 Rocker Switches - Fire 7522	139.79
147	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P12988 Air Hose Assemblies - Fire 7608	57.04
148	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P12989 Pressure Switch & Light - Fire 7802	83.57
149	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P13028 Lights - Fire 7802	51.98
150	7040	Supplies - Vehicle R&M	2202 TransChicago Truck Group	X101034351:01 Air Dryer - Fire 7706	565.50

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
151	7120	Gasoline	8331 Avalon Petroleum Company Inc	573669	5,002 Gals Unleaded Gasoline - 11/16/2021, R-163-20	11,139.66
152	7130	Diesel	8331 Avalon Petroleum Company Inc	029334	2,000 Gals Bio Diesel Fuel - 11/16/2021, R-163-20	354.72
153	8015	Equipment	2168 Petroleum Technologies Equipment, Inc	29966	55 OPW Tags - Fuel System Upgrade - 11/18/2021	4,147.00
Total 540 - Vehicle Maintenance						50,469.81

Total 50 - Public Works & Engineering	119,725.76
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Police Department						
Division: 100 - Administration						
154	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	137.08
Total 100 - Administration						137.08

Division: 610 - Uniformed Patrol						
155	5310	Membership Dues	1522 IL Association of Chiefs of Police	9088	Membership Dues Jan- Dec 2022 (DC Operations)	115.00
156	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	1,800.63
Total 610 - Uniformed Patrol						1,915.63

Division: 620 - Criminal Investigation						
157	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	879.89
158	7200	Other Supplies	1057 Menard Incorporated	88370	Firewood for Incinerator, Plastic Wheels for Air Compressor	19.96
159	7320	Equipment < \$5,000	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	49.99
160	7500	Postage & Parcel	1041 Federal Express	7-560-88676	Shipping of Recovered Burglary Proceeds 11/05/2021	54.65
Total 620 - Criminal Investigation						1,004.49

Division: 630 - Support Services						
161	6015	Communication Services	8484 PTS Communications Inc	2077542	3 Public Pay Phones Monthly Fee December 2021	228.00
162	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	373.16
163	6110	Printing Services	1233 Press Tech Inc	48711	5000 Police Department Envelopes 11/29/2021	525.00
164	6305	R&M Equipment	1822 Kustom Signals	589389	Squad Car Radar Cables and Antenna 11/19/2021	382.70
165	7000	Office Supplies	1644 Warehouse Direct Inc	5104379-0	Paper Plates & Cartridge Tape	20.94
166	7000	Office Supplies	1644 Warehouse Direct Inc	5104474-0	Wall Calendar	12.17
167	7000	Office Supplies	1644 Warehouse Direct Inc	5105686-0	8 Cartons of Paper	328.64

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
168	7010	Supplies - Community Relations	7054 Foremost Promotions	541362	Police Patch Temporary Tattoos	330.00
169	7035	Supplies - Equipment R&M	1822 Kustom Signals	589187	Squad Car Radar Cables and Antenna	501.00
170	7200	Other Supplies	1644 Warehouse Direct Inc	5104379-0	Paper Plates & Cartridge Tape	32.50
171	7200	Other Supplies	1644 Warehouse Direct Inc	5112663-0	6 Packs of Paper Plates	97.50
172	7320	Equipment < \$5,000	3014 Motorola Solutions Inc	8281280179	15 Portable Radio Batteries	1,842.75
173	7320	Equipment < \$5,000	1057 Menard Incorporated	88370	Firewood for Incinerator, Plastic Wheels for Air Compressor	11.98
174	7320	Equipment < \$5,000	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	1,129.90
Total 630 - Support Services						5,816.24

Total 60 - Police Department	8,873.44
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Fire Department						
Division: 100 - Administration						
175	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	736.62
Total 100 - Administration						736.62

Division: 710 - Emergency Services						
176	5325	Training	1252 NIPSTA	33867769	Fire Apparatus Engineer Session 03/07-03/11/2022- 1 Paramedic	650.00
177	5345	Post-Employment Testing	1267 Northwest Community Hospital	24880	Fire Annual Physicals (7) Month of September 2021	3,424.00
178	5345	Post-Employment Testing	1267 Northwest Community Hospital	25135	Fire Annual Physicals (7) Month of October 2021	2,973.00
179	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	296.52
180	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	756.25
181	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-21-12	R-141-13 Monthly Dispatch Service December 2021	61,872.00
182	6110	Printing Services	1233 Press Tech Inc	48668	520 Department Pads 11/19/2021	406.00
183	6110	Printing Services	1233 Press Tech Inc	48669	2,000 HIPPA Release of Liability Forms 11/19/2021	213.00
184	6195	Miscellaneous Contractual Services	8520 Select Med Network Inc	0232	30 Flu Vaccines 10/18-10/20/2021 - Station Wide	1,185.00
185	7000	Office Supplies	1644 Warehouse Direct Inc	5105700-0	2 Packs Binder Clips, Desktop Copyholder	31.00
186	7000	Office Supplies	1644 Warehouse Direct Inc	5110784-0	4 Boxes AAA Batteries, 3 Dozen Note Pads	69.71
187	7200	Other Supplies	8525 BlueTriton Brands Inc	01J6703597277	78 Cases Ice Mountain Water - Station Wide for Fire Vehicles	406.77

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
188	7200	Other Supplies	3297 Bound Tree Medical LLC	84298701	5 Rechargeable Batteries, 5 Carrying Cases for Pulse OX	704.90
189	7200	Other Supplies	7767 Quench USA Inc	INV03589632	Water Dispenser-Sta 61 12/01/21-02/28/22	246.00
190	7320	Equipment < \$5,000	1080 Air One Equipment Inc	174840	Task Force Tips	192.00
191	7320	Equipment < \$5,000	1043 WW Grainger Inc	9127280924	5 Hard Hats, 10 Safety Vests, 10 Clipboards	671.95
192	7320	Equipment < \$5,000	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	149.97
193	7320	Equipment < \$5,000	8104 MacQueen Emergency Group	P06024	5 Super Adjustment Tool Kits - Squad 63	267.61
Total 710 - Emergency Services						74,515.68

Division: 720 - Fire Prevention						
194	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	127.02
Total 720 - Fire Prevention						127.02

Division: 730 - Emergency Management Agency						
195	6015	Communication Services	1936 DTN LLC	6039990	2021 Weather Billing and Support for EMA-12/08/21-01/07/22	379.00
196	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	42.36
Total 730 - Emergency Management Agency						421.36

Total 70 - Fire Department						75,800.68
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Department: 75 - Fire & Police Commission						
197	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	6179	10-21 Non-Retainer Matters	1,795.50
198	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	6563	11-21 Non-Retainer Matters	4,307.00
Total 75 - Fire & Police Commission						6,102.50

Total 100 - General Fund						325,134.60
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Fund: 201 - TIF #1 Downtown Fund						
199	6005	Legal Fees	8133 Elrod Friedman LLP	6161	10-21 Non-Retainer Matters	1,497.50
Total 201 - TIF #1 Downtown Fund						1,497.50

Fund: 208 - TIF #8 Oakton						
200	6000	Professional Services	8133 Elrod Friedman LLP	6163	10-21 Non-Retainer Matters	836.00
201	6000	Professional Services	8133 Elrod Friedman LLP	6163-A	10-21 Reimb Redevelopment	1,200.00
202	6000	Professional Services	8133 Elrod Friedman LLP	6548	11-21 Non-Retainer Matters	1,039.50
Total 208 - TIF #8 Oakton						3,075.50

Fund: 230 - Motor Fuel Tax Fund						
203	6000	Professional Services	7355 Soil & Material Consultants Inc	47008	2021 CIP A - Geotechnical Services 10/1/2021	634.50
204	7140	Electricity	1033 ComEd	0193753007-11/21	Electricity Service 10/07-11/05/2021	80.30

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
205	7140	Electricity	1033 ComEd	0237106099-11/21	Electricity Service 10/04-11/02/2021	522.51
206	7140	Electricity	1033 ComEd	0392121005-11/21	Electricity Service 10/04-11/02/2021	256.83
207	7140	Electricity	1033 ComEd	0445091056-11/21	Electricity Service 10/04-11/02/2021	488.81
208	7140	Electricity	1033 ComEd	0725000037-11/21	Electricity Service 10/05-11/03/2021	50.51
209	7140	Electricity	1033 ComEd	1273119011-11/21	Electricity Service 10/05-11/03/2021	4,149.41
210	7140	Electricity	1033 ComEd	1521117181-11/21	Electricity Service 10/04-11/02/2021	375.74
211	7140	Electricity	1033 ComEd	2493112068-11/21	Electricity Service 10/04-11/02/2021	44.37
212	7140	Electricity	1033 ComEd	2607132134-11/21	Electricity Service 10/01-11/02/2021	459.47
213	7140	Electricity	1033 ComEd	2644104014-11/21	Electricity Service 10/01-11/01/2021	400.93
214	7140	Electricity	1033 ComEd	2901166089-11/21	Electricity Service 10/04-11/02/2021	767.18
215	7140	Electricity	1033 ComEd	2943015087-11/21	Electricity Service 10/19-11/17/2021	15,763.47
216	7140	Electricity	1033 ComEd	3471079047-11/21	Electricity Service 10/04-11/02/2021	55.15
217	7140	Electricity	1033 ComEd	6045062008-11/21	Electricity Service 10/04-11/02/2021	158.65
Total 230 - Motor Fuel Tax Fund						24,207.83

Fund: 240 - CDBG Fund						
218	6570	Subsidy - Residential Rehab	1264 North West Housing Partnership	MRP - 11/23/2021	HRP Program Administration B-20-MC-17-0009-EN 10/01/20-09/30/21	1,687.50
Total 240 - CDBG Fund						1,687.50

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
219	6000	Professional Services	1562 Wisconsin Central LTD	91604181	R-132-21 Rand Rd Sidepath - ITEP Construction 7/15-07/22/2021	761.01
220	6005	Legal Fees	8133 Elrod Friedman LLP	6149	10-21 Non-Retainer IEMA & FEMA Review Phase 5	132.00
221	6005	Legal Fees	8133 Elrod Friedman LLP	6539	11-21 Non-Retainer IEMA & FEMA Review Phase 4	154.00
Total 2520 - Capital Grants						1,047.01

Total 250 - Grant Projects Fund						1,047.01
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Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
222	5325	Training	3682 Belvidere, City of	2103	2 Days Outdoor Range Rental For TRT 8/8/2021, 10/20/2021	240.00
Total 2620 - DEA						240.00

Total 260 - Asset Seizure Fund						240.00
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City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
Fund: 400 - Capital Projects Fund						
223	6005	Legal Fees	8133 Elrod Friedman LLP	6167	10-21 Non-Retainer Litigation	51.00
224	6005	Legal Fees	8133 Elrod Friedman LLP	6175	10-21 Rand Road Sidepath Railroad Crossings	153.00
225	6005	Legal Fees	8133 Elrod Friedman LLP	6559	11-21 Non-Retainer Matters	76.50
226	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14- 11/13/2021	123.12
227	8100	Improvements	1206 Illinois, State of	124255	R-141-21 US14 @ Mt Prospect Rd Intersection Imp-City's 80% Share	108,606.40
Total 400 - Capital Projects Fund						109,010.02

Fund: 430 - Facilities Replacement Fund						
228	6000	Professional Services	7661 FGM Architects Inc	21-3200.01-5	City Hall and Police Station Entry Addition Design 10/2/21-10/29	790.00
229	6000	Professional Services	7661 FGM Architects Inc	21-3200.02-5	PD Addition and Renovation Design 10/2/21-10/29/21; R-116-19	1,750.00
230	6000	Professional Services	7661 FGM Architects Inc	21-3201.01-5	Fire Station 61 Renovation Design 10/2/21-10/29/21; R-116-19	950.00
231	6000	Professional Services	7661 FGM Architects Inc	21-3202.01-4	Conceptual Design of Fire Station 4 10/2/21-10/29/21; R-116-19	880.00
232	6315	R&M Buildings & Structures	8262 Automatic Fire Systems Inc	2266	Change Sprinkler Head above Pizza Oven @ Theatre 11/05/2021	506.00
233	7045	Supplies - Building R&M	1057 Menard Incorporated	85302	Shims/Anchor Epoxy/Construction Adhesive for Theatre	106.79
234	7045	Supplies - Building R&M	1057 Menard Incorporated	87452	Fasteners for Theatre	24.40
235	7045	Supplies - Building R&M	1057 Menard Incorporated	88524	Galvanized Cap for Theatre	2.09
236	7045	Supplies - Building R&M	1057 Menard Incorporated	88708	Fasteners for Theatre	24.82
237	7045	Supplies - Building R&M	1057 Menard Incorporated	88716	Fasteners for Theatre	47.55
238	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	N95005	Civic Deck Door Control Parts	905.00
Total 430 - Facilities Replacement Fund						5,986.65

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 510 - Engineering						
239	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	6.56
Total 510 - Engineering						6.56

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 550 - Water Systems						
240	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	680.08
241	6040	Waste Hauling & Debris Removal	1328 John Neri Construction Company Inc	09/09/2021	Aggregate Materials/Spoils Disposal - 08/19-08/23/2021, R-175-20	4,333.00
242	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	91607	2.0 Loads Broken Concrete Dump - PW - 11/22/2021	100.00
243	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	210607	48 Meter Bench Tests - 11/15/2021	1,224.00
244	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	210613	37 Meter Bench Tests - 11/19/2021	943.50
245	6195	Miscellaneous Contractual Services	3781 Smith Ecological Systems Company	23575	Annual Chlorine System Maintenance - 11/01/2021	6,094.92
246	6195	Miscellaneous Contractual Services	3781 Smith Ecological Systems Company	23594	Travel Time & On-Site Service - 11/10/2021	702.50
247	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9496	Air Fiber Dishes - Holy Family/Central - 09/18-10/02/2021	13,601.00
248	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9506	Air Fiber Dish Installs - Oakton Tank - 10/02-10/09/2021	15,074.00
249	6195	Miscellaneous Contractual Services	6992 Core & Main LP	P984996	Water Meter Purchases/Installs - 11/01-11/07/2021, R-9-21	1,113.00
250	7020	Supplies - Safety	2513 Lee Jensen Sales Co	0013564-00	2 Slings & Sling w/G Hook	165.00
251	7020	Supplies - Safety	1703 Prosafety Inc	2/882860	25 Pairs of Winter & Safety Gloves	338.20
252	7020	Supplies - Safety	2053 USA Bluebook	718493	Adjustable Lockout Cable	107.55
253	7020	Supplies - Safety	2053 USA Bluebook	718646	Lockout Cable & Lockout Kit	407.23
254	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	813854	Power Service Diesel Treatment	47.94
255	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W95491	3 O-Rings - PW 9009	6.00
256	7040	Supplies - Vehicle R&M	1535 Wipeco Inc	0115250-IN	Shop Rags - PW	268.98
257	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10419716	1.0 Cu Yd Top Soil - 11/03/2021	29.65
258	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10421167	3.0 Cu Yds Top Soil - 11/15/2021	88.95
259	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10421604	3.0 Cu Yds Top Soil - 11/19/2021	88.95
260	7070	Supplies - Water System Maintenance	1328 John Neri Construction Company Inc	09/09/2021	Aggregate Materials/Spoils Disposal - 08/19-08/23/2021, R-175-20	3,156.83
261	7070	Supplies - Water System Maintenance	4093 White Cap LP	50017384919	Wood Stake Bundle	32.79
262	7070	Supplies - Water System Maintenance	1072 Prairie Material	890297414	4.5 Cu Yds Concrete - 11/15/2021	745.68
263	7070	Supplies - Water System Maintenance	1072 Prairie Material	890302589	2.0 Cu Yds Concrete - Repairs - 11/18/2021	271.96

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
264	7070	Supplies - Water System Maintenance	1072 Prairie Material	890302590	1.5 Cu Yds Concrete - Repairs - 11/18/2021	211.58
265	7070	Supplies - Water System Maintenance	1072 Prairie Material	890307500	1.5 Cu Yds Concrete - Street Repair - 11/22/2021	202.88
266	7070	Supplies - Water System Maintenance	1072 Prairie Material	890310217	1.5 Cu Yds Concrete - Repairs - 11/23/2021	202.88
267	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P979297	Megalug Kit, Hy-Max & Repair Clamps	1,639.50
268	7120	Gasoline	8331 Avalon Petroleum Company Inc	573669	5,002 Gals Unleaded Gasoline - 11/16/2021, R-163-20	2,025.78
269	7130	Diesel	8331 Avalon Petroleum Company Inc	029334	2,000 Gals Bio Diesel Fuel - 11/16/2021, R-163-20	2,956.00
270	7140	Electricity	1033 ComEd	0718079040-11/21	Electricity Service 10/04-11/02/2021	52.17
271	7140	Electricity	1033 ComEd	1602149012-11/21	Electricity Service 10/01-11/01/2021	49.33
272	7140	Electricity	1033 ComEd	2382141015-11/21	Electricity Service 10/04-11/02/2021	27.20
273	7140	Electricity	1033 ComEd	2902009038-10/21	Electricity Service 09/30-10/29/2021	76.15
274	7140	Electricity	1033 ComEd	3526170000-10/21	Electricity Service 09/30-10/29/2021	29.44
275	7140	Electricity	1033 ComEd	4436122006-11/21	Electricity Service 10/12-11/10/2021	7,906.56
276	7140	Electricity	1033 ComEd	5646761001-10/21	Electricity Service 09/30-10/29/2021	25.13
277	7140	Electricity	1033 ComEd	6152054027-11/21	Electricity Service 10/01-11/01/2021	4,248.84
278	7300	Uniforms	2067 Cutler Workwear	160256	Jacket, Boots, Undershirt - Water Foreman Uniform	289.95
279	7320	Equipment < \$5,000	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	714.95
Total 550 - Water Systems						70,280.05

Division: 560 - Sewer Systems						
280	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	251.66
281	7020	Supplies - Safety	2053 USA Bluebook	792049	5 Boxes Nitrile Gloves - Sewer	223.75
282	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	813695	Air, Fuel, & Oil Filters - PW 8010	102.73
283	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	813725	Bulb - PW 8010	4.92
284	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	813763	Fuel Filter - PW 8010	8.25
285	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	813854	Power Service Diesel Treatment	47.94
286	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W95492	Alternator - PW 8010	398.12
287	7040	Supplies - Vehicle R&M	1535 Wipeco Inc	0115250-IN	Shop Rags - PW	153.70
288	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0239963	4 Batteries - PW 5101, PW 8039, Stock	81.00

City of Des Plaines

Warrant Register 12/20/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
289	7075	Supplies - Sewer System Maintenance	1328 John Neri Construction Company Inc	09/09/2021 Aggregate Materials/Spoils Disposal - 08/19-08/23/2021, R-175-20	12,735.80
290	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	1443 2 Boxes Ziploc Bags	12.58
291	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	1464 Fasteners - Lift Stations	6.80
292	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	1467 Fasteners	0.31
293	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890307126 1.25 Cu Yds Concrete - 705 Shawn Sewer Repair - 11/19/2021	176.31
294	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	89093 Shoplight, Electrical Supplies, Etc. - O'Hare Building	272.20
295	7120	Gasoline	8331 Avalon Petroleum Company Inc	573669 5,002 Gals Unleaded Gasoline - 11/16/2021, R-163-20	892.69
296	7130	Diesel	8331 Avalon Petroleum Company Inc	029334 2,000 Gals Bio Diesel Fuel - 11/16/2021, R-163-20	2,601.28
297	7140	Electricity	1033 ComEd	0096017042-11/21 Electricity Service 10/04-11/02/2021	819.63
298	7140	Electricity	1033 ComEd	0575134020-11/21 Electricity Service 09/30-10/29/2021	122.07
299	7140	Electricity	1033 ComEd	0640144010-11/21 Electricity Service 10/04-11/02/2021	36.23
300	7140	Electricity	1033 ComEd	0762050019-11/21 Electricity Service 10/05-11/03/2021	21.79
301	7140	Electricity	1033 ComEd	2038128006-10/21 Electricity Service 09/30-10/29/2021	44.87
302	7140	Electricity	1033 ComEd	2148094073-11/21 Electricity Service 10/05-11/04/2021	56.72
303	7140	Electricity	1033 ComEd	3240002012-11/21 Electricity Service 10/22-11/22/2021	248.90
304	7140	Electricity	1033 ComEd	3461136053-11/21 Electricity Service 10/01-11/01/2021	33.95
305	7140	Electricity	1033 ComEd	3526009006-11/21 Electricity Service 10/04-11/02/2021	116.63
306	7140	Electricity	1033 ComEd	3657136067-11/21 Electricity Service 10/04-11/02/2021	79.38
307	7140	Electricity	1033 ComEd	4995025051-11/21 Electricity Service 10/01-11/01/2021	27.57
308	7140	Electricity	1033 ComEd	5060090016-11/21 Electricity Service 10/05-11/03/2021	97.08
309	7140	Electricity	1033 ComEd	5814097012-11/21 Electricity Service 10/04-11/02/2021	32.00
310	7140	Electricity	1033 ComEd	6331089024-10/21 Electricity Service 09/30-10/29/2021	217.99
Total 560 - Sewer Systems					19,924.85

Division: 580 - CIP - Water/Sewer					
311	6000	Professional Services	2506 Trotter & Associates Inc	19148	TO#11 Water Sys Trans Main Imp Design-10/01-10/31/2021, R-65-21
					753.75

City of Des Plaines

Warrant Register 12/20/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
312	6000	Professional Services	2506 Trotter & Associates Inc	19149	TO#13 Con Phase Svcs Maple Fill Imp - 10/01-10/31/2021, R-145-21	416.00
313	6000	Professional Services	2506 Trotter & Associates Inc	19150	TO#14 Support Services - Water - 10/01-10/31/2021, R-16-20	257.50
314	6000	Professional Services	2506 Trotter & Associates Inc	19151	TO#15 Central Rd Survey - 10/01-10/31/2021, R-16-20	1,813.50
315	6000	Professional Services	2506 Trotter & Associates Inc	19152	TO#16 Emer Power Imp - Water Tower - 10/01/10/31/2021, R-16-20	257.50
316	6000	Professional Services	4022 M E Simpson Co Inc	37712	Leak Detection Survey - 11/01-11/15/2021, R-136-21	16,567.50
317	8100	Improvements	8332 Era Valdivia Contractors Inc	21104001	Water Tank Painting - Oakton - 05/01-08/14/2021, R-7-21	670,300.00
Total 580 - CIP - Water/Sewer						690,365.75

Total 00 - Non Departmental	780,577.21
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Department: 30 - Finance						
318	6015	Communication Services	1552 Verizon Wireless	9892784911	Communications Services 10/14-11/13/2021	63.54
319	6025	Administrative Services	7615 Sebis Direct Inc	36134	Utility Bill Rendering Services for Bill Drop Date 11/15/2021	1,425.78
Total 30 - Finance						1,489.32

Total 500 - Water/Sewer Fund	782,066.53
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Fund: 510 - City Owned Parking Fund						
320	6305	R&M Equipment	1728 Total Parking Solutions Inc	105540	Paybox Repairs 11/19/2021	814.00
321	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-50112-Z4N0	Parking Deck Elevator Repair-- Metropolitan Square 09/20/2021	825.00
322	7060	Supplies - Parking Lots	1057 Menard Incorporated	88165	Door Sweep Library Parking Deck	31.41
323	7060	Supplies - Parking Lots	1057 Menard Incorporated	88369	Repair Parts Library Parking Deck	13.73
324	7140	Electricity	1033 ComEd	0354464001-11/21	Electricity Service 10/04-11/02/2021	1,798.94
325	7140	Electricity	1033 ComEd	2239082030-11/21	Electricity Service 10/04-11/02/2021	781.23
326	7140	Electricity	1033 ComEd	4722388001-11/21	Electricity Service 10/04-11/02/2021	19.94
327	7140	Electricity	1033 ComEd	4791127023-11/21	Electricity Service 10/04-11/02/2021	1,506.71
328	7140	Electricity	1033 ComEd	5310303000-11/21	Electricity Service 10/04-11/02/2021	230.19
Total 510 - City Owned Parking Fund						6,021.15

City of Des Plaines

Warrant Register 12/20/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Fund: 520 - Metra Leased Parking Fund						
329	7140	Electricity	1033 ComEd	5222730006-10/21	Electricity Service 09/30-10/29/2021	102.37
330	7540	Land Lease	1165 Union Pacific Railroad Company	Oct 2021	Parking Fees for October 2021	682.85
Total 520 - Metra Leased Parking Fund						785.22
Fund: 600 - Risk Management Fund						
331	5345	Post-Employment Testing	1267 Northwest Community Hospital	25306	Post-Employment Testing (PW) 10/13/2021	40.00
332	6005	Legal Fees	8133 Elrod Friedman LLP	6171	10-21 Non-Retainer PSEBA Proceedings	792.00
Total 600 - Risk Management Fund						832.00
Fund: 700 - Escrow Fund						
333	2229	Event - Holiday Lighting	8527 Move the Beat	12/03/2021	12/3/2021 Dance Performance - Lighting Ceremony	250.00
334	2229	Event - Holiday Lighting	8526 Kalapadma Dance Academy	12/03/2021	12/3/2021 Dance Performance - Lighting Ceremony	250.00
335	2229	Event - Holiday Lighting	2297 Salvation Army, The	12/03/2021	12/3/2021 Canteen - Lighting Ceremony	250.00
336	2229	Event - Holiday Lighting	2336 Maine West High School	12/03/2021	12/3/21 Band & Choraliers-Lighting Ceremony	500.00
337	2229	Event - Holiday Lighting	1717 Des Plaines Historical Society	12/03/2021	12/3/2021 Refreshments - Lighting Ceremony	250.00
338	2229	Event - Holiday Lighting	1431 Optimist Club of Des Plaines	12/03/2021	12/3/2021 35 Trees - Lighting Ceremony	800.00
339	2430	Escrow - Police Items	1320 IL State Police	Cost 01755-10/21	Fingerprint Background Check Services Oct 2021	84.75
340	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	186825	Legal Notice 11/17/2021-11/23/21	147.14
341	2493	Escrow - CED Development	8133 Elrod Friedman LLP	6155-A	10-21 Reimb Redevelopment	637.50
342	2493	Escrow - CED Development	8133 Elrod Friedman LLP	6157	10-21 Non-Retainer Matters	76.50
343	2493	Escrow - CED Development	8133 Elrod Friedman LLP	6159	10-21 Reimb Redevelopment	360.00
344	2493	Escrow - CED Development	8133 Elrod Friedman LLP	6162	10-21 Reimb Redevelopment	687.50
345	2493	Escrow - CED Development	8133 Elrod Friedman LLP	6178-A	10-21 Reimb Redevelopment	55.00
346	2493	Escrow - CED Development	8133 Elrod Friedman LLP	6544	11-21 Reimb Redevelopment	387.50
347	2493	Escrow - CED Development	8133 Elrod Friedman LLP	6545	11-21 Reimb Redevelopment	920.00
348	2493	Escrow - CED Development	8133 Elrod Friedman LLP	6547	11-21 Reimb Redevelopment	1,622.50
349	2493	Escrow - CED Development	8133 Elrod Friedman LLP	6550A	11-21 Reimb Redevelopment	192.50
350	2493	Escrow - CED Development	8133 Elrod Friedman LLP	6562	11-21 Reimb Redevelopment	912.50
351	2493	Escrow - CED Development	8133 Elrod Friedman LLP	6562A	11-21 Reimb Redevelopment	545.50
Total 700 - Escrow Fund						8,928.89
Grand Total						1,270,520.39

City of Des Plaines

Warrant Register 12/20/2021

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Public Works & Engineering						
Division: 535 - Facilities & Grounds Maintenance						
352	7110	Natural Gas	1064 Nicor	11/15/21 x600008	Natural Gas Service 10/14- 11/14/2021	41.23
Total 535 - Facilities & Grounds Maintenance						41.23
Total 50 - Public Works & Engineering						41.23
Police Department						
Division: 610 - Uniformed Patrol						
353	6015	Communication Services	1032 Comcast	11/18/21 x6724	Internet/Cable Service Dec 2021	104.60
Total 610 - Uniformed Patrol						104.60
Total 60 - Police Department						104.60
Fire Department						
Division: 730 - Emergency Management Agency						
354	6015	Communication Services	1032 Comcast	11/22/21 x6716	Internet/Cable Service Dec 2021	62.76
Total 730 - Emergency Management Agency						62.76
Total 70 - Fire Department						62.76
Department: 90 - Overhead						
355	6015	Communication Services	1032 Comcast	11/20/21 x6732	Internet/Cable Service Dec 2021	62.76
356	6015	Communication Services	1533 Wide Open West LLC	11526044Nv2021 A	Internet/Cable Service x6044 11/21-12/20/2021	661.37
357	6015	Communication Services	1533 Wide Open West LLC	11526044Nv2021 B	Internet/Cable Service x1245 11/21-12/20/2021	1,911.32
358	6015	Communication Services	1533 Wide Open West LLC	11526044Nv2021 C	Internet/Cable Service x1246 11/21-12/20/2021	1,120.00
359	6015	Communication Services	1533 Wide Open West LLC	11526044Nv2021 E	Internet/Cable Service x5988 11/21-12/20/2021	127.90
360	6015	Communication Services	1032 Comcast	134658590-8482	Internet/Cable Service for 11/15- 12/14/2021	1,575.00
Total 90 - Overhead						5,458.35
Total 100 - General Fund						5,666.94
Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
361	6015	Communication Services	1533 Wide Open West LLC	11526044Nv2021 D	Internet/Cable Service x0573 11/21-12/20/2021	320.00
Total 550 - Water Systems						320.00
Total 500 - Water/Sewer Fund						320.00
Grand Total						5,986.94

City of Des Plaines

Warrant Register 12/20/2021

Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,270,520.39 **	12/20/2021
Manual Checks	\$ 5,986.94 **	12/3/2021
Payroll	\$ 1,292,821.76	12/3/2021
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage Meter Direct Debits	\$ -	
Utility Billing Refunds	\$ -	
Debt Interest Payment	\$ 3,264,975.00	11/29/2021
FEMA Buyout	\$ -	
Property Purchase	\$ -	
IMRF Payments	\$ 133,065.05	12/9/2021
Employee Medical Trust	\$ 718,029.13	12/1/2021
Total Cash Disbursements:	<u>\$ 6,685,398.27</u>	

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Twentieth Day of December 2021

Ayes _____ Nays _____ Absent _____

Jessica M. Mastalski, City Clerk

Andrew Goczkowski, Mayor



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: December 9, 2021

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

From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*

Subject: Support and Consent to Class 6b Renewal – 300 East Touhy Avenue (5th Ward)

Issue: Applicant 300 East Touhy Avenue IL, LLC is the owner of 300 East Touhy Avenue and is requesting renewal of a Cook County Property Tax Class 6b incentive. Class 6b incentives are intended to encourage industrial investment by reducing the assessment level of eligible properties for 12 years, and the incentive may be renewed once. The applicant filed their renewal request to the County in December 2020, making them eligible to receive County approval of the renewal if they obtain support from the City. Local support for the *initial* incentive was approved in 2006 (R-98-06), facilitating new construction of the building, which was completed in 2008. The incentive was activated in 2011 (Tax Year 2010).

Analysis: The subject property is approximately 144,000 square feet and contains a 13-year-old, approximately 48,000-square-foot industrial building. The initial incentive reduced the assessment level from the typical 25 percent to 10 percent for 10 years, then would increase the assessment to 15 percent and 20 percent respectively in Years 11 and 12. The current tax year (2020) is Year 11. The initial 6b allowed the applicant to construct the current building and attract tenants, which currently are Estes Forwarding Worldwide¹ (approximately 36,000 square feet) and Perfection Bakeries Inc., d/b/a Aunt Millie's Bakery² (approximately 12,000 square feet). Estes is a national freight forwarder with 17 locations across nine states. The Des Plaines location is the company's sole presence in Illinois. Aunt Millie's is a producer of baked goods such as bread and uses the Des Plaines site as part of its supply-chain operations. Per the application, there are 29 full-time employees across both businesses.

The applicant would like to continue to lease to Estes and Perfection, but states the following in the cover letter to the application: *"In order for the Des Plaines location to compete with surrounding properties receiving the Class 6b, as well as numerous collar county locations, the Class 6b remains a necessary component in the control of operating costs."* The applicant contends that an end to the 6b would harm tenant viability and leave the building vacant. If the renewal is granted, the applicant pledges approximately \$480,000 of total improvements over the life of the renewal. These include approximately \$150,000 of exterior lighting upgrades, paving, loading dock replacement, and interior remodeling (e.g. ventilation/HVAC) completed in 2020. Work completed in the previous calendar year (current tax year) is typically considered 6b evaluations. Further, the applicant is pledging over the next two years to complete additional asphalt replacement in the parking lot and a full roof replacement, the latter at an estimated cost of \$285,000.

¹ Review company background at efwnow.com/why-efw/.

² Review company background at auntmillies.com/our-story.

The attached application contains a sheet highlighting the 12-year tax scenarios. Scenario 2 projects the property tax bills with improvements, occupancy, and the approval of the 6b incentive. The applicant claims Scenario 3 is not possible because improvements and occupancy would not occur but for the incentive.

Further, the applicant projects the incentive will lead to an additional approximately \$419,000 in total property tax revenue – spread across all taxing bodies – over the 12-year life of the renewal. The projections are based on the pledged property improvements, as well as triennial reassessments of properties in Maine Township. The applicant is assuming that all other things being equal, taxes will climb with each reassessment.

Property Tax Scenario for Sample Tax Year³ (2022):

1. Estimated taxes *without* 6b renewal, improvements, and full vacancy: \$142,259
2. Estimated taxes *with* a 6b renewal, improvements, and continued full occupancy: \$164,474
3. Estimated taxes *without* a 6b renewal, but *with* improvements, and continued full occupancy: \$407,042

If granted, the renewal would lead to a 10 percent assessment level through Tax Year 2029 (Calendar Year 2030). In the following two years, the assessment level would climb to 15 percent and 20 percent successively, returning to the full 25 percent assessment level in the subsequent year.

City Council Action: Based on the application, the Council may choose to approve or deny Resolution R-216-21 supporting and consenting to a Class 6b Renewal for 300 East Touhy Avenue.

Attachments

Attachment 1: Location Map

Attachment 2: Class 6b Property Tax Incentive Application

Resolution

R-216-21

³ The applicant projected different numbers for each year in the scenarios. See the Property Tax Scenarios page in the attached application for the full table.



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ft

Print Date: 12/1/2021

Notes

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

MADIGAN & GETZENDANNER

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VINCENT J. GETZENDANNER, JR., LTD.

HAROLD J. HICKS
JEFFREY A. HOLLAND
MICHAEL C. PRINZI
ROBERT E. WELSH

TELEPHONE (312) 346-4321
FAX (312) 346-5619
www.madigetiz.com

WRITER'S DIRECT DIAL NUMBER

(312) 551-3332

September 27, 2021

VIA EMAIL AND U.S. MAIL

Mr. John Carlisle
Community Development Director
City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016

**Re: 300 East Touhy Avenue; Des Plaines, Illinois;
Class 6b Real Estate Tax Incentive Renewal**

Dear Mr. Carlisle:

The enclosed documentation represents the request by 300 East Touhy Avenue IL, LLC for consideration by the City of Des Plaines for the Class 6b Incentive renewal program. The property consists of a 13 year-old 48,215 square foot industrial building, situated on a 158,583 land site.

As part of a long-term planning initiative, the company is evaluating existing cost structures to ensure the ongoing viability of the property. In order for the Des Plaines location to compete with surrounding properties receiving the Class 6b, as well as numerous collar county locations, the Class 6b remains a necessary component in the control of operating costs.

During the period of the existing 6b Incentive, the company has made a significant contribution to the local Des Plaines economy through continued growth in employment and improvements made to the property. A more detailed description of the company and their activities is as follows.

MADIGAN & GETZENDANNER

Mr. John Carlisle
September 27, 2021
Page 2

The following list highlights some of the community benefits provided by the property, along with the completed and planned capital improvements:

- As a small company, 300 East Touhy Avenue IL, LLC experiences the difficulties of doing business in a global manufacturing environment. The business is under continuous pressure due to the highly competitive landscape that has put significant pressure on profit margins. Consequently, a manageable real estate tax cost is essential for the ongoing viability of the company.

Community Involvement

- Sponsored onsite blood drives/food drives
- Volunteer work with the local food pantry
- Volunteer work with the Clothing Closet in Mount Prospect

Building Improvements

- Replaced HVAC units on the rooftop
- Installed additional exterior security lighting around the building
- Replaced main computer system

Capital Improvements Needed

- Roof replacement
- South Parking Lot

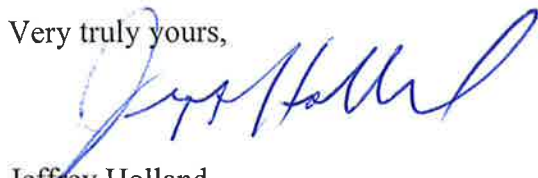
To begin the incentive renewal process, we would welcome the opportunity to meet with you to discuss existing business operations and detail the continued commitment to business growth in Des Plaines. As aforementioned, two items of significant interest involve the long-term goal of expanding the existing work force in the coming years and to continue to make investments in the property. Both of these goals cannot be reached without the continued operating benefit afforded by the Class 6b Tax Incentive.

MADIGAN & GETZENDANNER

Mr. John Carlisle
September 27, 2021
Page 3

Your attention to this matter is greatly appreciated, and I look forward to working with you in this most important process. With that in mind, should you have questions, or require any additional documentation, please contact me directly at (312) 551-3310.

Very truly yours,



Jeffrey Holland
Enclosure

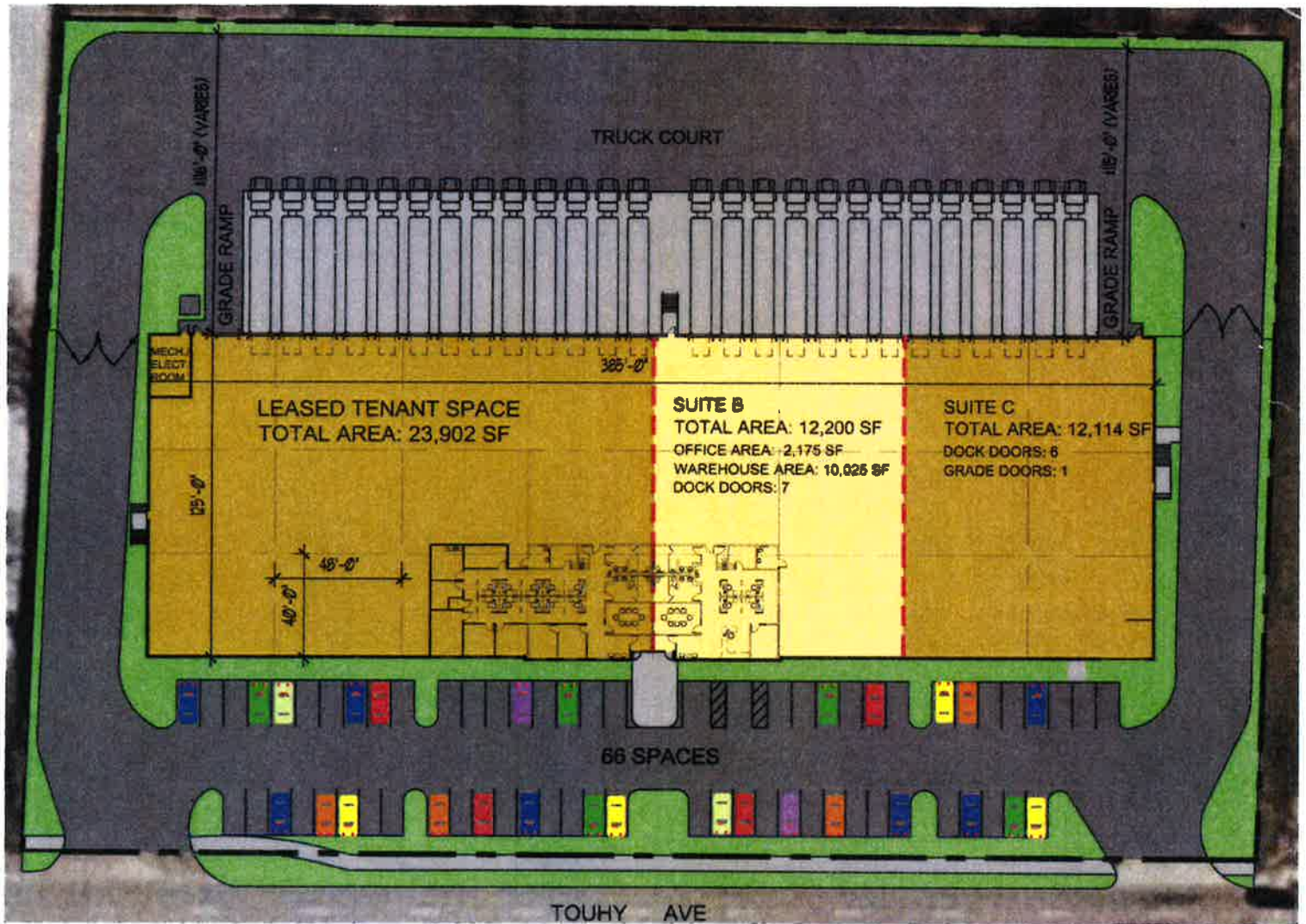
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300 Touhy - Capital Projects

Vendor	Work Completed	Amount	Invoice #	
2020				
McNelly Services	General Contracting - TI	\$ 91,004.29	103945	
Briggs Paving	Asphalt & Catch Basin	\$ 42,914.00	45445	
Dock & Door National	Dock Replacement	\$ 6,685.04	17785	
V2	HVAC Repair & Replacement	\$ 9,350.00	2435	
	Sub Total	\$ 149,953.33		
2021				
No Capital Work for 2021				
2022				
Estimate - Murphy Const. Services	Asphalt Replacement	\$ 44,800.00	NA	Estimate based on prior work increased by 2.5% inflation
2023 Estimate RRK Roof Consultants	Roof Recovering	\$ 285,000.00	NA	Estimated based on 2021 roof inspection & increased 2.5% for inflation
	Total	\$ 479,753.33		
	Building Sq Ft	48215		
	Improvements/Sq Ft	\$ 9.95		

PROPERTY TAX SCENARIOS
300 E Touhy, Des Plaines
Maine Township
PIN 09-30-300-025-0000

	<u>Tax Years</u>												
<u>SCENARIO 1: "AS-IS" w Vacancy Relief</u>	<u>2020</u>	<u>2021</u>	<u>2022*</u>	<u>2023</u>	<u>2024</u>	<u>2025*</u>	<u>2026</u>	<u>2027</u>	<u>2028*</u>	<u>2029</u>	<u>2030</u>	<u>2031*</u>	<u>Total Tax Collected</u>
Tax Amount	\$ 152,952	\$ 215,433	\$ 142,259	\$ 149,372	\$ 156,840	\$ 180,366	\$ 189,384	\$ 198,853	\$ 228,681	\$ 240,115	\$ 252,121	\$ 289,939	\$ 2,396,315
 <u>SCENARIO 2: Occupied w/ 6B Incentive</u> <i>(15% in Year 11, 20% in Year 12)</i>	<u>2020</u>	<u>2021</u>	<u>2022*</u>	<u>2023</u>	<u>2024</u>	<u>2025*</u>	<u>2026</u>	<u>2027</u>	<u>2028*</u>	<u>2029</u>	<u>2030</u>	<u>2031*</u>	<u>Total Tax Collected</u>
Tax Amount	\$136,211	\$143,021	\$164,474	\$172,698	\$181,333	\$208,533	\$218,960	\$229,908	\$264,394	\$277,613	\$322,987	\$495,247	\$2,815,379
 <u>SCENARIO 3: Occupied w/ NO 6B Incentive</u>	<u>2020</u>	<u>2021</u>	<u>2022*</u>	<u>2023</u>	<u>2024</u>	<u>2025*</u>	<u>2026</u>	<u>2027</u>	<u>2028*</u>	<u>2029</u>	<u>2030</u>	<u>2031*</u>	<u>Total Tax Collected</u>
Tax Amount	\$353,949	\$371,646	\$407,042	\$427,394	\$448,763	\$516,078	\$541,882	\$568,976	\$654,322	\$687,039	\$721,390	\$829,599	\$6,528,080
 * Triennial Reassessment / Maine Township													
<u>Difference between No. 2 and 1 (Additional Rev Generated)</u>	<u>2020</u>	<u>2021</u>	<u>2022*</u>	<u>2023</u>	<u>2024</u>	<u>2025*</u>	<u>2026</u>	<u>2027</u>	<u>2028*</u>	<u>2029</u>	<u>2030</u>	<u>2031*</u>	<u>Total Additional Rev</u>
	-\$16,741	-\$72,412	\$22,215	\$23,326	\$24,493	\$28,167	\$29,576	\$31,055	\$35,713	\$37,498	\$70,866	\$205,308	\$419,064
 <u>Difference between No. 2 and 3 (Value of the Incentive)</u>	<u>2020</u>	<u>2021</u>	<u>2022*</u>	<u>2023</u>	<u>2024</u>	<u>2025*</u>	<u>2026</u>	<u>2027</u>	<u>2028*</u>	<u>2029</u>	<u>2030</u>	<u>2031*</u>	<u>Total Difference</u>
	\$200,997	\$156,213	\$242,568	\$254,696	\$267,430	\$307,545	\$322,922	\$339,068	\$389,928	\$409,426	\$398,403	\$334,352	\$3,623,548



CITY OF DES PLAINES APPLICATION FOR
COOK COUNTY REAL ESTATE CLASSIFICATION 6A, 6B, 7A, 7B, 7C AND CLASS C

This original, signed application and all supporting documents must be completed to be considered for City approval. Please attach the application fee to the original submittal. Please type or print.

APPLICANT INFORMATION:

NAME OF APPLICANT: 300 East Touhy Avenue IL, LLC

APPLICABLE ENTITY:

Corporation ☐ LLC ☒ Partnership ☐ Non-Profit ☐

DATE OF INCORPORATION: 2016

STATE OF INCORPORATION: Delaware

PHONE: 312-537-9283 E-MAIL: jeff.riemer@dws.com

ADDRESS: RREEF Management L.L.C.

222 South Riverside Plaza, 34th Floor, Chicago, IL 60606

NAME OF AGENT/REPRESENTATIVE (if applicable):

NAME: Jeffrey A. Holland, Madigan & Getzendanner

PHONE: (312) 551-3310

E-MAIL: jholland@madiget.com

ADDRESS: 30 N. LaSalle Street, Suite 3906
Chicago, IL 60602

REQUESTED PROPERTY TAX INCENTIVE: 6A ☐ 6B ☒ 7A ☐ 7B ☐ 7C ☐ CLASS C ☐

DESCRIPTION OF SUBJECT PROPERTY:

13 year old, masonry industrial building with gross square footage of 48,215

STREET ADDRESS: 300 E. Touhy Avenue, Des Plaines, Illinois

PERMANENT REAL ESTATE INDEX NUMBER(S): 09-30-300-025-0000

ATTACH THE FOLLOWING WITH THE COMPLETED APPLICATION:

- ☒ EXHIBIT A: DETAILED COVER LETTER WITH COMPLETED COOK COUNTY APPLICATION
- ☒ EXHIBIT B: LEGAL DESCRIPTION
- ☒ EXHIBIT C: SITE DIMENSION & SQUARE FOOTAGE/PLAT OF SURVEY
- ☒ EXHIBIT D: BUILDING DIMENSIONS/SITE PLAN/ELEVATIONS/RENDERINGS
- ☒ EXHIBIT E: CITY OF DES PLAINES ECONOMIC DISCLOSURE FORM and COOK COUNTY ECONOMIC DISCLOSURE STATEMENT
- ☒ EXHIBIT F: COMPLETE LIST OF ALL OWNERS, DEVELOPERS, OCCUPANTS, AND OTHER INTERESTED PARTIES (INCLUDING ALL BENEFICIAL OWNER OF A CORPORATION AND/OR LAND TRUST) IDENTIFIED BY NAMES AND ADDRESSES HAVING AN INTEREST IN THE SUBJECT PROPERTY AND THE PROPOSED USER AND THE NATURE AND EXTENT OF THIS INTEREST
- ☒ EXHIBIT G: DESCRIPTION OF PRECISE NATURE AND EXTENT OF THE INDUSTRIAL USE OF THE SUBJECT PROPERTY. SPECIFY, WHERE APPLICABLE, THE AMOUNT/PERCENTAGE OF FLOOR AREA DEVOTED TO MANUFACTURING, WAREHOUSE/DISTRIBUTION, OTHER INDUSTRIAL, AND NON-INDUSTRIAL USES
- ☒ EXHIBIT H: ANALYSIS OF TAXES GENERATED BY THE NEW DEVELOPMENT WITH AND WITHOUT THE ABATEMENT INCENTIVE AND UNDER A SCENARIO OF COMPLETE VACANCY (12 YEAR PROJECTION)

CURRENT ZONING OF PROPERTY: M-2, General Manufacturing District

IF ZONING AMENDMENTS, VARIATIONS, OR OTHER ZONING RELIEF WILL BE REQUIRED, SPECIFY PROPOSED CHANGES:


CURRENT EQUALIZED ASSESSED VALUATION (EAV) GENERATED BY THE NEW DEVELOPMENT:
\$2,297,948

ESTIMATED AMOUNT OF NEW EQUALIZED ASSESSED VALUATION (EAV) GENERATED BY THE NEW DEVELOPMENT: \$1,631,488

ESTIMATED NUMBER OF FULL-TIME AND PART-TIME JOBS ON PREMISES AS RESULT OF THE NEW DEVELOPMENT:
FULL-TIME 29 PART-TIME _____

SIGNATURE: _____

DATE: _____


11/15/21



December 22, 2020

Robert E. Welsh

Madigan & Getzendanner
30 North LaSalle Street, Suite 3906
Chicago, Illinois 60602

Control #: 62307

Incentive Start Year: 2011

RE: 300 East Touhy Avenue IL LLC

Address: 300 East Touhy Avenue, Des Plaines

Dear Mr. Welsh:

Please be informed that our office has received the Renewal Application on December 21, 2020 (by email) for PIN:

09-30-300-025-0000

The file is incomplete, it is missing...

- Municipal Resolution supporting the renewal of the Incentive

Currently the Incentive is in its 10th year. Once renewal application is complete, the 2021 assessment year would be the new start year. **If application is not complete, the level of assessment will increase to 15% for the 2021 assessment year.**

If you have any questions, please email me at jthomas@cookcountyassessor.com.

Sincerely,

A handwritten signature in cursive script, appearing to read "JT", representing Jeanette Thomas.

Jeanette Thomas

Incentives Department - Class 6B
Cook County Assessor's Office



**CLASS 6B/7/8
RENEWAL APPLICATION**

Control Number

62307

A certified copy of the resolution or ordinance obtained from the municipality in which the real estate is located, or from the Cook County Board of Commissioners if located in an unincorporated area, must accompany this Renewal Application. This application, resolution and a filing fee of \$500.00 must be filed. For assistance in preparing this Renewal Application, please contact the Cook County Assessor's Office Development Incentives Department at (312) 603-7529.

I. Identification of Applicant

Name: 300 East Touhy Avenue IL LLC Telephone: (312) 537-9283
Address: c/o RREEF Management L.L.C., 222 S. Riverside Plaza, Floor 34
City, State: Chicago, IL Zip Code: 60606
Email Address: jeff.riemer@db.com

Agent/Representative (if any)

Name: Robert E. Welsh Telephone: (312) 551-3332
Address: c/o Madigan & Getzendanner, 30 North LaSalle Street, Suite 3906
City, State: Chicago, IL Zip Code: 60602
Email Address: rwelsh@madigetiz.com

II. Description of Subject Property

Street address: 300 East Touhy Avenue
City, State: Des Plaines, IL Zip Code: _____
Permanent Real Estate Index Number (s): 09-30-300-025-0000

Township: Maine

III. Identification of Persons or Entities Having an Interest

Attach a current and complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

IV. Property Use

Attach a current and detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

V. Nature of Development

Indicate the nature of the original development receiving the Class 6B/7/8 designation

- ☒ New Construction
- ☐ Substantial Rehabilitation
- ☐ Occupation of Abandoned Property - No Special Circumstance
- ☐ Occupation of Abandoned Property - With Special Circumstance

VI. Employment

How many permanent full-time and part-time employees do you now employ?

On-Site: Full-time: 29 Part-time: _____

In Cook County: Full-time: _____ Part-time: _____

VII. Local Approval

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this renewal. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B/7/8 Renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.

I, Jeffrey R. Riemer the undersigned, certify that I have read this Renewal Application and that the statements set forth in this Renewal Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Jeff Riemer Digitally signed by Jeff Riemer
Date: 2020.12.18 15:17:22 -06'00'

Signature

12-18-20

Date

Jeffrey R. Riemer

Print Name

Vice President

Title

02/10/2020



INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Jeffrey R Riemer

as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (*circle as appropriate*) for one of the following development incentives provided by the Code of Ordinances of Cook County, (Sec. 74-71), as amended:



Class 6B



Class 8 (Industrial property)



Class 9

3. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (*the "Ordinance"*), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (*check as appropriate*):



Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR



Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

Agent's Signature

222 S. Riverside Plaza, 26th Fl, Chicago, IL 60606

Agent's Mailing Address

300 East Touhy Avenue IL LLC

Applicant's Name

jeff.riemer@db.com

Applicant's Email Address

Jeffrey R. Riemer, VP-Asset Mgmt

Agent's Name & Title

312-537-9283

Agent's Telephone Number

222 S. Riverside Plaza, 26th Fl, Chicago, IL 60606

Applicant's Mailing Address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

Exhibit No. "A"

THE EAST 458.0 FEET, AS MEASURED ON THE SOUTH
LINE THEREOF, OF THE SOUTH 364.14 FEET, AS
MEASURED ON THE EAST LINE THEREOF, OF THE
SOUTHWEST FRACTIONAL QUARTER OF SECTION 30,
TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**CITY OF DES PLAINES
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

Company Name 300 East Touhy Avenue IL, LLC

Project Name 300 East Touhy Development/Re Development

Project Address 300 East Touhy Avenue, Des Plaines, IL 60018

The City of Des Plaines (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "NA" **An incomplete EDS will be returned and any City action will stop pending receipt of a completed EDS.**

Please **print or type** all responses clearly and legibly. **Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.**

WHO MUST SUBMIT AN EDS:

1. **Applicants:** Any individual or entity (the "**Applicant**") making an application to the City for action on economic entitlements requiring City Council approval must file this EDS.

2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by another legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity **must do so until individual owners are disclosed.**

However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file an EDS on their own behalf.

ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS: By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the criminal background and creditworthiness of some or all of the entities or individuals named in this EDS.

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any subsequent documentation, or as of the date of the closing of your transaction.

GENERAL INFORMATION

Date this EDS is completed: 11/15/2021

A. Who is submitting this EDS? The individual will be the "Undersigned" throughout this EDS. 300 East Touhy Avenue IL, LLC

NOTE: The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant *or is an individual on behalf of an* entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant.

NOTE: When completing this EDS, please observe whether the section you are completing applies only to Applicants.

☐ Check here if the Undersigned is filing this EDS as the Applicant.

☒ Check here if the Undersigned is filing *on behalf of an* entity holding an interest in an Applicant.

Also, please identify the legal name of the Entity holding an interest in the Applicant:

B. Business address of the Undersigned: 222 South Riverside Plaza
34th Floor
Chicago, IL 60606

C. Telephone: (312) 537-9283 **Fax:** _____ **Email:** jeff.riemer@dws.com

D. Name of contact person: Jeff Riemer

E: Tax identification number: 35-2569942

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Issuance of Municipal Resolution from City of Des Plaines in support of 6b Tax Incentive.

G. City action requested (specify; professional services, purchase of supplies, project bid, contract for services, other):

See Item "F"

H. Describe contract:

SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Business corporation | <input type="checkbox"/> Joint venture |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> Trust | (Is the not-for-profit corporation also a 501(c)(3))? |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> General partnership | <input type="checkbox"/> Other entity (please specify) |
| <input type="checkbox"/> Limited partnership | _____ |

2. State of incorporation and date of incorporation of organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

☐ Yes ☐ No ☐ N/A **Submit Proof by attachment.**

B. ORGANIZATION INFORMATION – attach additional pages, if necessary.

1. IF THE UNDERSIGNED IS A CORPORATION:

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name

Title

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

b. If the Undersigned is a corporation whose shares **are** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business	Address	Percentage Interest

c. For corporations that **are not** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business	Address	Percentage Interest

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business	Address	Percentage Interest

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business	Address	Percentage Interest
300 East Touhy Avenue IL, LLC*		222 S. Riverside Plaza, 34th Floor, Chicago, IL 60606	100%

* Sole member and Manager of Applicant

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name

Title

No Officers

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name

Business

Address

Trustee Name and Address

Trust Number

b. List below the name, business address and percentage of beneficial interest of each beneficiary of the Trust.

Name

Business

Address

Percentage Interest

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity. Describe the entity:

Name	Business	Address	Percentage Interest

SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. The Undersigned must indicate whether it had a "doing business" relationship or had a "financial interest" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to the City Code of Ethics, Section 1-9-1 et seq. and specifically Section 1-9-3 and Section 1-9-5 of the Municipal Code of Des Plaines (the "Municipal Code"), "doing business" and "financial interest" are defined as follows:

DOING BUSINESS:

Any combination of sales, contracts, or purchases, with the City or any City Agency in an amount in excess of ten thousand dollars (\$10,000.00) in any twelve (12) consecutive months.

FINANCIAL INTEREST:

A. Any interest as a result of which the owner currently receives or is entitled to receive in the future more than two thousand five hundred dollars (\$2,500.00) per year; or

B. Any interest with a cost or present value of five thousand dollars (\$5,000.00) or more; or

C. Any interest representing more than ten percent (10%) of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust or any legal entity organized for profit; provided, however, financial interest shall not include:

1. Any publicly held stock traded on a recognized exchange;
2. The authorized compensation paid to an official or employee for his office or employment;
3. Any economic benefit provided equally to all residents of the city;
4. A time or demand deposit in a financial institution;

5. An endowment or insurance policy or annuity contract purchased from an insurance company.

B. CERTIFICATION

1. Has the Undersigned had a "doing business" relationship or "financial interest" with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes ☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s). Attach additional sheet if necessary:

SECTION THREE: DISCLOSURE OF RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. The Undersigned, must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. For this section 3, the Undersigned is not required to disclose employees who are paid solely through the Applicant's regular payroll.

"Lobbyist" means any person (i) who undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action. **For the purposes of this section only, a person may be a Lobbyist, within the meaning of the above definition, even if he or she is not registered with the State of Illinois as a Lobbyist.**

2. If the Undersigned is uncertain whether a disclosure is required under this Section 3, the Undersigned must attach to this EDS a letter specifying the question on disclosure or make the disclosure.

B. DISCLOSURE – attach additional pages, if necessary.

1. Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name	Business Address	Relationship to Undersigned (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
Jeffrey A. Holland	30 N. LaSalle Street, Suite 3906	Attorney	\$7,200 (Estimated)
c/o Madigan & Getzendanner			

2. Indicate for each whether retained or anticipated to be retained.

Name	Status
Jeffrey A. Holland	Retained

☐ CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

3. Has any owner, officer, manager, or employee of Applicant ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years? Check one: No ☒. Yes _____. If yes, complete section below or attach additional sheet(s) identifying person, charge, date of finding, Court name and branch and case docket number.

Name	Relationship with company	Date of plea or court action
------	---------------------------	------------------------------

Court in which plea made	County, and State or District
--------------------------	-------------------------------

Nature of offense:

4. State whether any person or company identified in response to section 3 B. 1 above has ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years. Check one: No _____. Yes _____. If yes complete section below or attach additional sheet(s) identifying person, charge, dated of finding, Court name and branch and case docket number.

Name	Relationship with company	Date of plea or court action
------	---------------------------	------------------------------

Court in which plea made

County, State, or District

Nature of offense:

SECTION FOUR: CERTIFICATIONS

A. CERTIFICATION OF COMPLIANCE

For purposes of the certifications in 1, 2, and 3 below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

1. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, **or the Internal Revenue Service** nor is the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

None

If the letters "NA," meaning "not applicable" or the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned is not delinquent and has certified to the above statements.

2. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

None

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned had no violations and certified to the above statements.

3. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

4. The Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, 1, (1-3) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph A (3) and (4) above, provide an explanation:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. FURTHER CERTIFICATIONS

1. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. Have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (1)(b) of this section;
- d. Have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. Have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any

criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

- f. Have not, within a five-year period preceding the date of this EDS, filed for, or acquiesced in the filing of, (i) any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or (ii) any dissolution, liquidation or foreclosure.

2. The certifications concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- A. Bribe or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- B. Agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint

of freedom of competition by agreement to bid a fixed price or otherwise;
or

- C. Made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or

3. The Undersigned understands and shall comply with State Statutes and the City Code of Ethics, Section 1-9-1 et seq. of the Des Plaines Municipal Code.

4. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Section 1-9-1 et seq. of the Municipal Code have the same meanings when used in this Part III.

1. In accordance with Section 1-9-3 of the Municipal Code:
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?

☐ Yes ☒ No

NOTE: If you answered "No" to Item C(1), you are not required to answer Items C(2) or (3) below. Instead, review the certification in Item C(4) and then proceed to Section Five. If you answered "Yes" to Item C(1), you must first respond to Item C(2) and provide the information requested in Item C(3). After responding to those items, review the certification in Item C(4) and proceed to Section Five.

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name

of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?

☐ Yes ☒ No

3. If you answered **"yes"** to Item C(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

SECTION FIVE: DISCLOSURE OF A FAMILIAL RELATIONSHIP

A. The Undersigned must disclose whether such Applicant or any Applicable Party (as defined below) or any spouse or domestic partner thereof currently has a "familial relationship" with any elected City official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Undersigned or any Applicable Party or any spouse or domestic partner thereof is related to the mayor, any councilman, or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means any (1) officer, member, manager, partner or executive director, of a legal entity or any person exercising similar authority, or (2) any person having more than a 7.5 percent ownership interest in the Applicant as listed in Section I.B,

B. Does the Undersigned or any "Applicable Party" or any spouse or domestic partner thereof currently have a "familial relationship" with an elected City official or department head?

☐ Yes

☐ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

SECTION SIX: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Undersigned understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based including, but not limited to, compliance with the City Code of Ethics.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. **By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS, and conduct any background investigation which may be necessary as a result of this EDS.**

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks economic entitlements requiring City Council approval.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter and recertify the supplemental matters.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Applicant, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

300 East Touhy Avenue IL, LLC

(Print name of individual or legal entity submitting this EDS)

Date: 11/15/21

By:

Jeff Riemer
(Sign here)

Jeff Riemer

Print name of signer

Authorized Signatory

Title of signer

SUBSCRIBED and SWORN to before
me this 15, day of November, 2021.

Elizabeth A. Guild
NOTARY PUBLIC



(SEAL)

EXHIBIT F

The building breaks down into three units; Estes occupies 2 units, 36,101 sq/ft or 74.8% and Aunt Millie's occupies the third unit, 12,114 sq/ft or 25.2%.

Estes Forwarding Worldwide

Corporate headquarters

100 Gateway Centre Parkway

Suite 210

Richmond, VA 23235

Perfection Bakeries, Inc. d/b/a/ Aunt Millie's Bakery

350 Pearl Street

Fort Wayne, IN 46802

EXHIBIT G

The building breaks down into three units; Estes occupies 2 units and Aunt Milie's occupies the third unit. There is no manufacturing on site, only warehouse and office.

The square footage is

Unit A – office 3,856 sq ft	warehouse 20,046 q ft
-----------------------------	-----------------------

Unit B – office 2,203	warehouse 9,996
-----------------------	-----------------

Unit C – office 2,640	warehouse 9,474
-----------------------	-----------------

Total Square feet is 48,215

CITY OF DES PLAINES

RESOLUTION R - 216 - 21

**A RESOLUTION SUPPORTING AND CONSENTING TO
RENEWAL OF CLASS 6b CLASSIFICATION FOR THE
PROPERTY LOCATED AT 300 EAST TOUHY AVENUE.**

WHEREAS, 300 East Touhy Avenue IL, LLC ("***Applicant***") is the owner of that certain property commonly known as 300 East Touhy Avenue in the City and legally described in **Exhibit A** attached to, and by this reference made a part of, this Resolution ("***Subject Property***"); and

WHEREAS, the Subject Property consists of approximately 144,330 square feet and contains one 13-year-old building ("***Building***") with a gross area of approximately 48,215 square feet (collectively, "***Facility***"); and

WHEREAS, in 2006, the City Council adopted Resolution R-98-06 supporting and consenting to Class 6b classification of the Subject Property under the Cook County Real Property Assessment Classification Ordinance ("***Classification Ordinance***"), and the Subject Property was classified as Class 6b under Cook County Control Number 61924 ("***6b Classification***"); and

WHEREAS, the Building was subsequently constructed and completed in 2008; and

WHEREAS, Cook County activated the 6b Classification of the Subject Property in 2011; and

WHEREAS, from 2011 to 2020 the Subject Property was entitled to a 10 percent property tax assessment level pursuant to the 6b Classification; and

WHEREAS, the current 6b Classification will expire at the end of 2022; and

WHEREAS, the Applicant plans to lease the Facility to Estes Forwarding Worldwide and Perfection Bakeries, Inc. (collectively, "***Tenants***"), which propose to use the Subject Property for freight forwarding and logistics and the storage and distribution of baked goods (collectively, the "***Proposed Use***"); and

WHEREAS, the Applicant filed a notice of intent to request a ten-year renewal of the 6b Classification of the Subject Property ("***6b Renewal***") with the Office of the Assessor of Cook County ("***Assessor***"); and

WHEREAS, pursuant to the Classification Ordinance, the Assessor will not grant the 6b Renewal unless the City Council adopts a resolution: (i) finding that industrial use of the Subject Property is necessary and beneficial to the local economy; and (ii) expressing the City Council's support for and consent to the 6b Renewal; and

WHEREAS, the Applicant has requested that the City Council adopt a such a resolution; and

WHEREAS, the Applicant has pledged improvements to the Subject Property in an anticipated total value of at least \$482,150 over the life of the renewal ("**Property Improvements**"), which include exterior lighting, paving, loading dock replacement, interior remodeling, asphalt replacement, and a full roof replacement, amounting to \$10 per square foot of the Building; and

WHEREAS, the City Council has determined supporting and consenting to the 6b Renewal will: (i) induce the Applicant to construct the Proposed Improvements; (ii) reduce the likelihood that the Subject Property will become abandoned and unproductive; (iii) preserve and increase employment opportunities within the City; (iv) help to stabilize the property tax base and maintain the current level of real estate taxes generated by the Subject Property; and (v) serve the best interest of the City;

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: DETERMINATION OF CONTINUED ELIGIBILITY AND APPROPRIATENESS. The City Council hereby finds and determines that the continued industrial use of the Subject Property is necessary and beneficial to the local economy.

SECTION 3: SUPPORT AND CONSENT TO 6B RENEWAL. Pursuant to the Classification Ordinance, the City Council hereby supports and consents to the 6b Renewal for the Subject Property, subject to the conditions set forth in Section 4 of this Ordinance; provided, however, that the City Council does not consent to renewal of the Class 6b Classification of the Subject Property for a period longer than twelve years after the effective date of the 6b Renewal.

SECTION 4: CONDITIONS OF CITY'S CONSENT; REVOCATION. The consent granted in Section 3 of this Resolution is expressly conditioned upon the occurrence and/or satisfaction by the Applicant of the following conditions:

A. The Applicant will complete construction of the Property Improvements with a value of no less than \$482,150 no later than December 31, 2023;

B. The Applicant will provide evidence, upon any request by the City that, if fully occupied, Tenants are employing at least twenty-nine (29) full-time workers at the Subject Property at any time through December 31, 2032.

The Applicant agrees and acknowledges that if Condition A as set forth in this Section 4 have not been satisfied by December 31, 2023, or if Condition B is not met at any time through December 31, 2032, the City Council shall have the option, in its sole and exclusive discretion, to revoke the consent granted in Section 3 by resolution duly adopted in accordance with the

procedures set forth in Section 74-73 of the Cook County Code of Ordinances. In the event that the City Council revokes its consent, the City Clerk is directed to promptly deliver notice of such revocation to the Board of Commissioners of Cook County and the Office of the Cook County Assessor along with certified copies of the revoking resolution.

SECTION 5: DELIVERY. The City Council hereby directs the City Clerk to transmit a certified copy of this Resolution to the Applicant. The Applicant is responsible for filing such certified copy with the Assessor.

SECTION 6: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Supporting Class 6b Classification Renewal for 300 East Touhy Avenue

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

THE EAST 458.00 FEET, AS MEASURED ON THE SOUTH LINE THEREOF, OF THE SOUTH 364.14 FEET, AS MEASURED ON THE EAST LINE THEREOF, OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Commonly known as 300 East Touhy Avenue, Des Plaines, Illinois

PINs: 09-30-300-025-0000



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: December 9, 2021

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

From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*

Subject: Support and Consent to Class 6b Renewal – 2050 Clearwater Drive (5th Ward)

Issue: Applicant Sure Investment Group, LLC is the owner of 2050 Clearwater Drive (former address: 2100 Clearwater Drive) and is requesting support and consent to renewal of a Cook County Property Tax Class 6b incentive. Class 6b incentives are intended to encourage industrial investment by reducing the assessment level of eligible properties for 12 years, and the incentive may be renewed once. The applicant filed their renewal request to the County in August 2021, making them eligible to receive County approval of the renewal if they obtain local support from the City. Local support for the *initial* incentive was approved in 2007 (R-81-07), facilitating new construction of the building in the same year.

Analysis: The subject property is approximately 218,268 square feet and contains an approximately 90,780-square-foot industrial building. The initial incentive reduced the assessment level from the typical 25 percent to 10 percent for 10 years, then would increase the assessment to 15 percent and 20 percent respectively in Years 11 and 12. The initial 6b facilitated construction of the current building, which is currently rented by Ambius, an interior landscaping and air-purifying equipment company. Ambius provides the interior landscaping for primarily offices and commercial users. They utilize the building for warehousing, maintenance, storage, and distribution of live and artificial plants, as well as hand sanitizer units, air purifiers, and nebulization systems, which neutralize odors in the work place. They have 80 full-time employees. The applicant notes that many workers have been working remotely during the pandemic but will eventually be expected to return to the office.

The current lease to Ambius expires July 31, 2022, and extending the lease is contingent upon renewal of the 6b incentive. The applicant expects the building will be vacant if the 6b is not renewed. If renewal is granted, the applicant pledges approximately \$84,000 of improvements, which include office remodeling and asphalt paving. The investment would amount to \$0.92 of investment per square foot, which is less than the minimum \$10 typically required by the City.

However, the applicant asserts that Ambius generates sales tax through state's taxation of general merchandise. The submittal contains a listing of the state sales tax paid between September 2019 and September 2021, typically ranging between \$20,000 and \$40,000 monthly—with a nadir of \$2,513 per month in middle of the pandemic (January 2021). Staff has reviewed state tax forms submitted by the applicant and revenue data to confirm these numbers. The City's portion is about 10 percent of the state general merchandise tax, or 1 percent of gross sales

of general merchandise. The applicant also asserts that 80 employees have an indirect impact on sales tax by generating consumer spending in Des Plaines.

The Council may waive the investment-per-square-foot policy if it believes that based on generating sales tax revenue and preserving jobs a waiver is warranted. The attached approving resolution contains this waiver.

Finally, the attached application contains two sheets that break down the applicant's projected property tax scenarios: 1.) Estimated taxes with no 6b renewal and full vacancy; 2.) estimated taxes *with* a 6b renewal, improvements, and continued full occupancy; and 3.) estimated taxes *without* a 6b renewal yet with improvements, and continued full occupancy. If granted, the renewal would be activated and applied to the 2021 tax bill (paid in Calendar Year 2022) and lead to a 10 percent assessment level through Tax Year 2030 (Calendar Year 2031). In the following two years, the assessment level would climb to 15 percent and 20 percent successively, returning to the full 25 percent assessment level in the subsequent year.

City Council Action: Based on the application, the Council may choose to approve or deny Resolution R-217-21 supporting and consenting to a Class 6b Renewal for 2050 Clearwater.

Attachments

Attachment 1: Location Map

Attachment 2: Application for Support and Consent to Renew a Class 6b Classification

Resolution

R-217-21



0 500 1000
ft

Print Date: 12/9/2021

Notes

2050 Clearwater

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

LAW OFFICES
STORINO, RAMELLO & DURKIN
9501 WEST DEVON AVENUE
ROSEMONT, ILLINOIS 60018

DONALD J. STORINO
MICHAEL K. DURKIN
RICHARD J. RAMELLO
NICHOLAS S. PEPPERS
THOMAS M. BASTIAN
MELISSA M. WOLF
ANDREW Y. ACKER
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BRIAN W. BAUGH
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DONALD J. STORINO II
BRIAN R. KUSPER
MARK R. STEPHENS
OF COUNSEL

September 16, 2021

Via E-Mail: JCarlisle@DesPlaines.org

IN REPLY REFER TO FILE NO.

John Carlisle
City of Des Plaines
Community and Economic Development
1420 Miner Street
Des Plaines, IL 60016

11118KX-18

Re: Class 6B Renewal Application
Applicant: Sure Investment Group, LLC
PIN: 09-30-300-063-0000 and 09-30-300-064-0000
2050 Clearwater Drive, Des Plaines

Dear Mr. Carlisle:

Thank you for taking the time to speak with me this morning. On behalf of Sure Investment Group, LLC, we are submitting a Class 6B Renewal Application for the above-referenced industrial building. The building is currently in the tenth (10th) year of the initial incentive period and in 2022 the assessment level applied to the property will increase from ten percent (10%) to fifteen percent (15%). The property is occupied by Ambius, LLC pursuant to a ten and one-half (10.5) year lease which is scheduled to expire in 2022. The parties are currently in negotiations regarding a new lease and renewal of the current Class 6B tax incentive will certainly play a major role in the tenant's decision to remain in the property.

Ambius is in the business of designing, developing, and maintaining interior landscapes in commercial buildings through the use of plants. They are also in the business of selling and maintaining hand sanitizer units, air purifiers and nebulization systems which neutralize odors in the work place. The subject property is utilized by Ambius for warehousing and distribution of such products.

STORINO, RAMELLO & DURKIN

John Carlisle
City of Des Plaines

September 16, 2020
Page 2.

We look forward to the opportunity to meet with you and other City representatives to discuss this Application in greater detail. Should you have any questions in the meantime, please do not hesitate to call.

Very truly yours,

A handwritten signature in black ink, appearing to read "Bryan J. Berry". The signature is stylized with large, sweeping loops and a prominent "B" at the beginning.

Bryan J. Berry

Capital Improvements

Based on the dimensions of the lot and building, it would be impractical to add on to the improvements on the east, south and western sides of the property. While some space could be added to the north, it would limit the access semi-trailer trucks currently have to maneuver into anyone of the twenty-three (23) loading docks and one (1) drive-in door located along the northern side of the building or to park alongside the northern property line.

The existing improvements are only thirteen (13) years old and the building is in relatively good condition, so there is not a lot of capital improvements that need to be added at this time. Exceptions to this include replacing the interior office area carpeting, re-painting the exterior of the buildings and re-surfacing the parking lots. An estimate has been obtained for each capital improvement and they are listed below:

Carpeting – Michael Kautz Carpets and Designs (10-27-21) - \$28,450

Painting – All Star Painters Corp. (10-28-21) - \$38,500

Asphalt – S & H Paving, Inc. ((4-5-21) - \$16,950

Exhibit “H-2”

Ambius, LLC Building at 205 Clearwater

PIN: 09-30-300-063-0000 and 09-30-300-064-0000

(6B Tax Difference vs. Vacancy over 3 Year Period)

Total Land Sq. Ft.: 218,268sq. ft. (100% 6B)

Total Improvement Sq. Ft. 90,780 (90.8% 6b and 9.2% 5-93)

2021 Assessment: Class 6 – 560,840 (FMV- \$5,608,400) and

Class 5 – 40,894 (FMV \$163,576)

2022-2024 yearly difference of taxes with the 6B incentive at a 10% level of assessment and the taxes where the building is vacant with a 25% assessment level and an Assessor Vacancy Factor of 40% (in accordance with Official Rule 21) using the 2020 assessed valuation and multiplier (3.2234) and tax rate (9.375):

	Level	Taxes
Without 6B and Vacant	$\$3,790,810 \times 25\% \times 3.2234 \times 9.375\%$	254,223
With 6B	$\$5,608,400 \times 10\% \times 3.2234 \times 9.375\%$	169,483
	Difference in Taxes each year	\$84,740

Exhibit “H-1”

Ambius, LLC Building at 205 Clearwater

PIN: 09-30-300-063-0000 and 09-30-300-064-0000

(6B Tax Difference Over Coming 10 Year Period)

Total Land Sq. Ft.: 218,268sq. ft. (100% 6B)

Total Improvement Sq. Ft. 90,780 (90.8% 6b and 9.2% 5-93)

2021 Assessment: Class 6 – 560,840 (FMV- \$5,608,400) and

Class 5 – 40,894 (FMV \$163,576)

2022 difference of taxes at 15% assessment level using 2020 valuation, tax rate of 9.375 and multiplier of 3.2234:

	Level	Taxes
Without 6B	$5,608,400 \times 15\% \times 3.2234 \times 9.375\%$	254,224
With 6B	$5,608,400 \times 10\% \times 3.2234 \times 9.375\%$	169,482
	Difference in Taxes	\$ 84,742

2023 difference of taxes at 20% assessment level using 2020 valuation, tax rate of 9.375 and multiplier of 3.2234:

	Level	Taxes
Without 6B	$5,608,400 \times 20\% \times 3.2234 \times 9.375\%$	338,964
With 6B	$5,608,400 \times 10\% \times 3.2234 \times 9.375\%$	169,482
	Difference in Taxes	\$169,482

2024 -2031 difference of taxes at 25% assessment level using 2020 valuation, tax rate of 9.375 and multiplier of 3.2234:

	Level	Taxes
Without 6B	$5,608,400 \times 25\% \times 3.2234 \times 9.375\%$	423,705
With 6B	$5,608,400 \times 10\% \times 3.2234 \times 9.375\%$	169,482
	Yearly Difference in Taxes	\$254,223

Total increase in taxes from 2022 – 2031 without the 6B incentive: \$2,288,008

Employment at 2050 Clearwater Building

The Applicant and its related entities have several locations in the Chicagoland area which collectively employ 104 full time employees and 15 part time employees. The locations and employment figures are listed below:

12635 S. Kroll Dr., Alsip - 42 full-time employees

235-237 Peterson Road, Libertyville - 22 full-time employees

2818 Centre Circle, Downers Grove - 30 full-time employees

4205-4321 United Pkwy, Schiller Park - 10 full-time and 15 part-time employees

Both pre-COVID and post-COVID, the Applicant employs a total of 80 full-time employees at the Subject Property. Due to the pandemic, many of these employees have been working from home, however, when things return to normal, they will be expected to return to the building to perform their employment duties. The Applicants presence in the City has and will continue to significantly benefit the local economy. Employees utilize local gas stations, restaurants, bars, shopping centers and entertainment outlets. Both clients who visit the building and shipments that are delivered from various locations throughout the country bring additional customers to local businesses. According to the attached Employee Economic Impact chart, the eighty (80) employees located at the subject building contribute an estimated \$325,440 to the local economy in a typical year.

The Applicant also generates a significant amount of sales tax revenue which is beneficial to the City. Attached is a listing of the monthly sales tax revenues generated at the building. While the monthly sales tax figures reflect a significant decrease during 2020 and early 2021 due to the COVID pandemic, the average monthly sales tax revenue over the past four (4) months equals \$36,721 which equates to yearly sales tax revenues of \$440,652.

Total Monthly Sales Tax Generated From 2050 Clearwater Building For Past 2 Years

09/2019	\$20,774
10/2019	\$36,203
11/2019	\$23,438
12/2019	\$22,724
01/2020	\$19,142
02/2020	\$26,594
03/2020	\$11,897
04/2020	\$14,414
05/2020	\$5,894
06/2020	\$12,442
07/2020	\$31,953
08/2020	\$15,113
09/2020	\$12,165
10/2020	\$14,639
11/2020	\$5,250
12/2020	\$14,923
01/2021	\$2,513
02/2021	\$10,426
03/2021	\$16,370
04/2021	\$13,868
05/2021	\$12,303
06/2021	\$35,494
07/2021	\$31,004
08/2021	\$41,341
09/2021	<u>\$39,044</u>
	\$489,928

The monthly sales tax figures reflect a significant decrease during 2020 and early 2021 due to the COVID pandemic, however, over the past four (4) months the average monthly sales tax revenues equal \$36,721 which would equal yearly sales tax revenues of \$440,652.

Employee Economic Impact

Purchase	Emp.	%	Exp./Week	Weeks	Total
Lunch	80	55%	\$55.00	48	\$116,160
Grocery	80	30%	\$50.00	48	\$57,600
Consumer Goods	80	25%	\$35.00	48	\$33,600
Entertainment	80	15%	\$55.00	48	\$31,680
Auto-Gas	80	75%	\$30.00	48	\$86,400
TOTAL					\$325,440

Note: The Applicant's projections are based upon data previously supplied to the City and relied upon by the City when evaluating the viability of a 6B incentive.

**CITY OF DES PLAINES APPLICATION FOR
COOK COUNTY REAL ESTATE CLASSIFICATION 6A, 6B, 7A, 7B, 7C AND CLASS C**

This original, signed application and all supporting documents must be completed to be considered for City approval. Please attach the application fee to the original submittal. Please type or print.

APPLICANT INFORMATION:

NAME OF APPLICANT: Sure Investment Group, LLC

APPLICABLE ENTITY:

Corporation ☐ LLC ☒ Partnership ☐ Non-Profit ☐

DATE OF INCORPORATION: February 21, 1995

STATE OF INCORPORATION: Illinois

PHONE: 630-238-1800 E-MAIL: patjoycechen@yahoo.com

ADDRESS: 2756 Independence Ave., Glenview, IL 60026

NAME OF AGENT/REPRESENTATIVE (if applicable):

NAME: Bryan J. Berry of Storino, Ramello & Durkin

PHONE: 847-318-9500

E-MAIL: bberry@srd-law.com

ADDRESS: 9501 W. Devon Ave., Suite 800 Rosemont, IL 60018

REQUESTED PROPERTY TAX INCENTIVE: 6A ☐ 6B ☒ 7A ☐ 7B ☐ 7C ☐ CLASS C ☐

DESCRIPTION OF SUBJECT PROPERTY:

Thirteen (13) year old, one story industrial building containing 90,780 sq. ft. located on a 218,268 sq. ft. irregularly shaped parcel of land.

STREET ADDRESS: 2050 Clearwater Dr. Des Plaines, IL 60016

PERMANENT REAL ESTATE INDEX NUMBER(S): 09-30-300-063-0000 & 09-30-300-064-0000

ATTACH THE FOLLOWING WITH THE COMPLETED APPLICATION:

☐ EXHIBIT A: DETAILED COVER LETTER WITH COMPLETED COOK COUNTY APPLICATION

☐ EXHIBIT B: LEGAL DESCRIPTION

☐ EXHIBIT C: SITE DIMENSION & SQUARE FOOTAGE/PLAT OF SURVEY

☐ EXHIBIT D: BUILDING DIMENSIONS/SITE PLAN/ELEVATIONS/RENDERINGS

☐ EXHIBIT E: CITY OF DES PLAINES ECONOMIC DISCLOSURE FORM and COOK COUNTY
ECONOMIC
DISCLOSURE STATEMENT

☐ EXHIBIT F: COMPLETE LIST OF ALL OWNERS, DEVELOPERS, OCCUPANTS,
AND OTHER INTERESTED PARTIES (INCLUDING ALL
BENEFICIAL
OWNER OF A CORPORATION AND/OR LAND TRUST) IDENTIFIED BY
NAMES AND ADDRESSES HAVING AN INTEREST IN THE SUBJECT
PROPERTY AND THE PROPOSED USER AND THE NATURE AND
EXTENT OF THIS INTEREST

☐ EXHIBIT G: DESCRIPTION OF PRECISE NATURE AND EXTENT OF THE
INDUSTRIAL USE OF THE SUBJECT PROPERTY. SPECIFY, WHERE
APPLICABLE, THE AMOUNT/PERCENTAGE OF FLOOR AREA
DEVOTED TO MANUFACTURING, WAREHOUSE/DISTRIBUTION,
OTHER INDUSTRIAL, AND NON-INDUSTRIAL USES

☐ EXHIBIT H: ANALYSIS OF TAXES GENERATED BY THE NEW DEVELOPMENT
WITH AND WITHOUT THE ABATEMENT INCENTIVE AND UNDER A
SCENARIO OF COMPLETE VACANCY (12 YEAR PROJECTION)

CURRENT ZONING OF PROPERTY: **M-2, General Manufacturing**

IF ZONING AMENDMENTS, VARIATIONS, OR OTHER ZONING RELIEF WILL BE REQUIRED, SPECIFY
PROPOSED CHANGES:

No zoning relief is being requested.

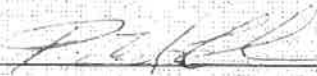
CURRENT EQUALIZED ASSESSED VALUATION (EAV) GENERATED BY THE NEW DEVELOPMENT:
2019 - 1,754,657

ESTIMATED AMOUNT OF NEW EQUALIZED ASSESSED VALUATION (EAV) GENERATED BY THE NEW
DEVELOPMENT: -0-

ESTIMATED NUMBER OF FULL-TIME AND PART-TIME JOBS ON PREMISES AS RESULT OF THE NEW
DEVELOPMENT:

FULL-TIME 40 PART-TIME 0

SIGNATURE:



DATE:

August 9, 2021

EXHIBIT "B"

Legal Description:

PARCEL 1:

LOT 2 OF CHICAGO FAUCET RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN THE CLEARWATER SUBDIVISION, BEING A RESUBDIVISION IN THE SOUTHWEST FRACTIONAL ¼ OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2007 AS DOCUMENT 0705815057, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, FOR A TEMPORARY EASEMENT FOR STORMWATER MANAGEMENT, CREATED BY THE CHICAGO FAUCET RESUBDIVISION RECORDED FEBRUARY 27, 2007 AS DOCUMENT 0705815057, TO CONNECT TEMPORARY FACILITIES TO AND MAINTAIN THE EXISTING FACILITIES USED FOR STORMWATER MANAGEMENT UNDER THE SURFACES OF THE AREAS LABELED "TEMPORARY EASEMENT FOR STORMWATER MANAGEMENT", ALL IN COOK COUNTY, ILLINOIS.

PIN No.: 09-30-300-063-0000
09-30-300-064-0000

EXHIBIT "C"

Site Dimensions and Square Footage: The Subject site is irregular in shape and contains 218,268 square feet of land which is zoned M-2 general manufacturing district. A sidwell map is attached hereto as Exhibit C.1.

EXHIBIT "D"

Building Dimensions and Square Footage: Building consists of a 13 year old, one (1) story, precast constructed single tenant industrial building containing 90,780 square feet of building area. There is approximately 5,000 square feet of office space which totals about 6% of the total building area.

EXHIBIT "F"

Owners, Developers and Occupants: The Applicant is Sure Investment Group, LLC, which is an Illinois Limited Liability Company that was organized in the State of Illinois on February 21, 1995 and purchased the Subject Property on June 23, 2010. The applicant has a total of four (4) Members which includes Patrick Chen (10%), Joyce Chen (10%), Priscilla Chen (40%) and Grace Lin (40%).

The tenant in the Subject Property is Ambius, LLC, which is a Delaware Limited Liability Company which was legally formed on July 29, 1988.

EXHIBIT "G"

Nature and Extent of Industrial Use:

The Subject Property is occupied by Ambius, Inc., which is a Delaware Corporation. The building is utilized for the warehousing, maintenance, storage and distribution of live and artificial plants as well as hand sanitizer units, air purifiers and nebulization systems which neutralize odors in the work place.

III. Identification of Persons or Entities Having an Interest

Attach a current and complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest. See Exhibit "1"

Attach legal description, site dimensions and square footage, and building dimensions and square footage. See Exhibit "2"

IV. Property Use

Attach a current and detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use. See Exhibit "3"

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc. See Exhibit "4"

V. Nature of Development

Indicate the nature of the original development receiving the Class 6B/7/8 designation

☒ New Construction

☐ Substantial Rehabilitation

☐ Occupation of Abandoned Property - No Special Circumstance

☐ Occupation of Abandoned Property - With Special Circumstance

VI. Employment

How many permanent full-time and part-time employees do you now employ?

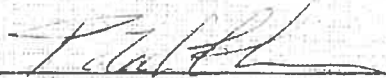
On-Site: Full-time: 40 Part-time: 0

In Cook County: Full-time: 40 Part-time: 0

VII. Local Approval

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this renewal. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B/7/8 Renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.

I, Patrick Chen the undersigned, certify that I have read this Renewal Application and that the statements set forth in this Renewal Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.



Signature

August 9, 2021

Date

Patrick Chen

Print Name

Member

Title

02/10/2020

EXHIBIT "1"

Identification of Persons or Entities Having an Interest

The Applicant is Sure Investment Group, LLC, which is an Illinois Limited Liability Company that was organized in the State of Illinois on February 21, 1995 and purchased the Subject Property on June 23, 2010. The applicant has a total of four (4) Members which includes Patrick Chen (10%), Joyce Chen (10%), Priscilla Chen (40%) and Grace Lin (40%).

The tenant in the Subject Property is Ambius, LLC, which is a Delaware Limited Liability Company which was legally formed on July 29, 1988.

EXHIBIT "2"

Legal description, site dimensions and square footage and building dimensions and square footage:

Legal Description:

PARCEL 1:

LOT 2 OF CHICAGO FAUCET RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN THE CLEARWATER SUBDIVISION, BEING A RESUBDIVISION IN THE SOUTHWEST FRACTIONAL ¼ OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2007 AS DOCUMENT 0705815057, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, FOR A TEMPORARY EASEMENT FOR STORMWATER MANAGEMENT, CREATED BY THE CHICAGO FAUCET RESUBDIVISION RECORDED FEBRUARY 27, 2007 AS DOCUMENT 0705815057, TO CONNECT TEMPORARY FACILITIES TO AND MAINTAIN THE EXISTING FACILITIES USED FOR STORMWATER MANAGEMENT UNDER THE SURFACES OF THE AREAS LABELED "TEMPORARY EASEMENT FOR STORMWATER MANAGEMENT", ALL IN COOK COUNTY, ILLINOIS.

PIN No.: 09-30-300-063-0000
 09-30-300-064-0000

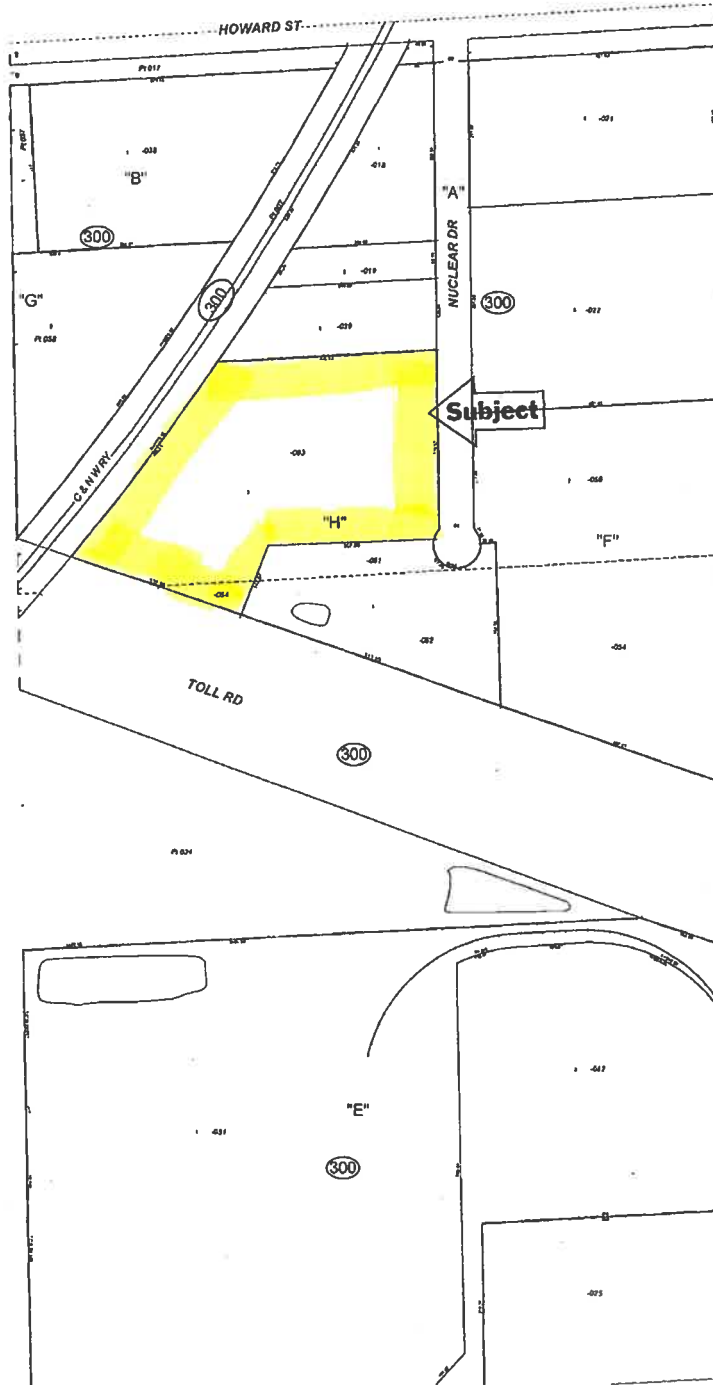
Site Dimensions and Square Footage: The Subject site is irregular in shape and contains 218,268 square feet of land which is zoned M-2 general manufacturing district. A sidwell map is attached hereto as Exhibit 2.1.

Building Dimensions and Square Footage: Building consists of a 13 year old, one (1) story, precast constructed single tenant industrial building containing 90,780 square feet of building area. There is approximately 5,000 square feet of office space which totals about 6% of the total building area.

SIDWELL MAP EXHIBIT 2.1

E ½ SW ¼ SEC 30-41-12
MAINE

41-12-30F
9-30



"A"
SHAW'S TOLL ROAD INDUSTRIAL SUB. in S.W. FRAC. 1/4 Sec 30-41-12. Rec. Nov 7, 1958 Doc. 17371181.

"B"
J. L. WILLIAMS HOWARD STREET SUB. a Sub. in the S.W. Frac. 1/4 of Sec. 30-41-12. Rec. Jan 13, 1949 Doc. 2867873.

"C"
J. L. WILLIAMS AT. PROSPECT ROAD SUBDIVISION, a Ranch of Lots 3 and 4 off. L. Williams Howard St. Sub. (See "B"). Rec. Jan 29, 1970 Doc. 2122914.

"D"
R. COOPER JR.'s Sub. a Sub. of Lots 101 & 102 in J. L. Williams 3/4 Prospect Rd. Sub. (See "C") and Lot 3 in J. L. Williams Howard St. Sub. (See "B"). Rec. Dec 9, 1981 Doc. 26869029.

"E"
SYMONS CORPORATION SUB. a Sub. in pt. of the S.E. 1/4 of the S.W. 1/4 in Sec. 30-41-12. Rec. Mar 27, 1990 Doc. 90134771.

"F"
THE CLEANWATER RESUB. of pt. of Lot 3 in Shaw's Toll Road Industrial Sub. (See "A"), together with undivided land in the S.E. 1/4 of S.W. 1/4 - Sec. 30-41-12. Rec. Nov 4, 1993 Doc. 93893437.

"G"
JUNO LIGHTING INC. RESUB. of Lots 1, 2 & 3 in R. COOPER JR.'s Sub. (See "D"). Rec. Nov 18, 1993 Doc. 9383322.

"H"
FINAL PLAT OF SUBDIVISION CHICAGO FAUCET RESUBDIVISION of Lot 1 of the Cleanwater Resubdivision (See "F"). Rec. Feb 27, 2007 Doc. 0705813035.

EXHIBIT "3"

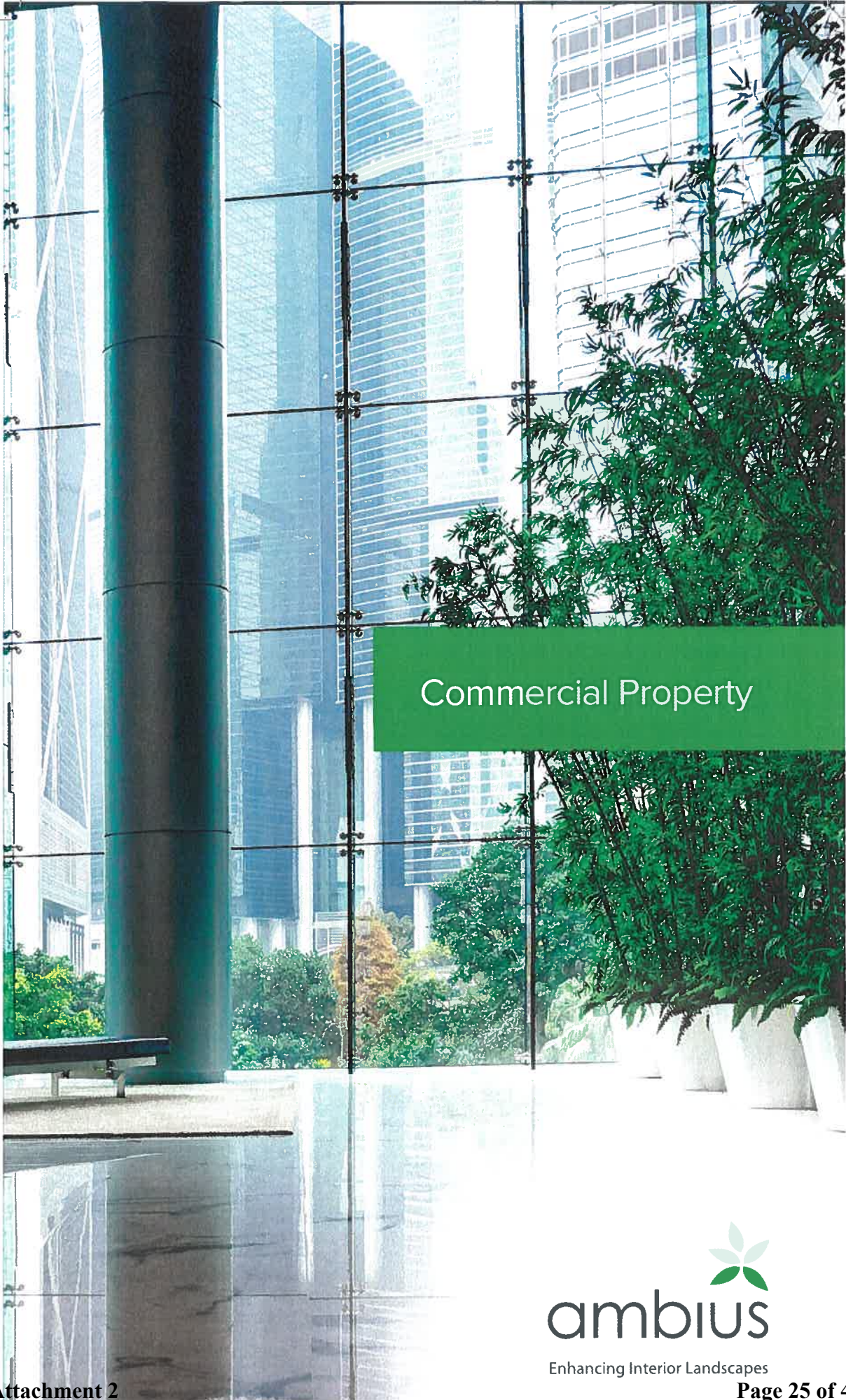
Industrial Use

The Subject Property is occupied by Ambius, Inc., which is a Delaware Corporation. The building is utilized for the warehousing, maintenance, storage and distribution of live and artificial plants as well as hand sanitizer units, air purifiers and nebulization systems which neutralize odors in the work place.

EXHIBIT "4"

Changes from the original Application:

The original Application was filed on June 25, 2007 by Panattoni Development Company, LLC which planned to purchase the property from Chicago Faucets and construct a new industrial building which it eventually completed in 2008. Sure Investment Group, LLC purchased the property from Panattoni Development Company, LLC on June 23, 2010. Thereafter, on September 30, 2011 Ambius, LLC entered into Lease with Sure Investment Group, LLC and began its occupancy of the building in January, 2012. Based upon the occupancy of the building by Ambius, LLC, the classification of the Subject Property was changed to 6-63 effective tax year 2012. Ambius, LLC has continued to occupy the Subject Property ever since said date. Ambius advertising materials relating to the products it sells and distributes are attached as Exhibit 4.1.



Commercial Property



Enhancing Interior Landscapes



Design an extraordinary experience

People look for a dynamic built environment where they can discover occupant productivity, health, and well-being.

At Ambius, we design, develop, and maintain interior landscapes that optimize the human potential with inspiring and engaging environments. Our design experts can show you how our integrated, high-quality design solutions attract and retain tenants more effectively by creating an extraordinary experience.

Carefully designed properties create thriving places. By harnessing humanity's innate need to be in its natural environment, Ambius designers use their skill and knowledge to make your environment more humane, resulting in greater physical and psychological comfort and leading to improved well-being and productivity.

When you're designing a space where people and organizations thrive, you need a partner who understands the people you serve as well as the business you're in. At Ambius, plantscape design and care is our business and people are our passion.

With global best practices brought into everything we do, we have the depth of resources and the coverage to ensure consistent service—both long-term and for multiple locations—as well as the expertise to ensure you receive unmatched service. Our teams work with thousands of leading commercial properties throughout the country to design spaces that thrive.

The addition of plants in an office can improve workplace satisfaction by up to 40%.²

The average American spends 90% of their time indoors, making it more important than ever to have a quality interior living and working environment.¹

To arrange a **FREE** expert design consultation, call **800.581.9946** or visit **ambius.com**

Sources:

1. "Buildings." Energy Future Think Efficiency. College Park: American Physical Society, 2008. 52-85. Print. - Nieuwenhuis, M., Knight, C., Postmes, T., & Haslam, S. A. (2014, July 28). The Relative Benefits of Green Versus Lean Office Space: Three Field Experiments. *Journal of Experimental Psychology: Applied*.
2. Nieuwenhuis, M., Knight, C., Postmes, T., & Haslam, S. A. (2014, July 28). The Relative Benefits of Green Versus Lean Office Space: Three Field Experiments. *Journal of Experimental Psychology: Applied*.

A woman with dark hair tied back is wearing a blue and white striped surgical mask and a clear plastic face shield. The face shield has a blue header with the text "Face Shield" and "Correctly Disposable Protection". She is wearing a white short-sleeved shirt under a black apron. She is holding a large cardboard box with both hands. The background shows a warehouse setting with many stacked cardboard boxes on pallets.

Hygiene360™

Ship Safe



ambius

Create a safer, more hygienic shipping experience

SHIP SAFE OFFER

Starting at \$175/month
Approx. \$5/day

2 Hand Sanitizers

- No-touch dispensers and safe, gentle, dye-free foam sanitizer
- Delivers up to 2,000 uses per cartridge
- Kills 99.99% of germs, viruses, and harmful bacteria

1 Air Purifier

- 4-stage HEPA13 and carbon filtration
- Cleans the air 4x per hour in areas up to 700 sq ft
- Removes up to 99.7% of harmful, airborne contaminants as small as .03 microns including COVID-19 and other viral aerosols, dust, pollen, smoke, mold, bacteria, odors and volatile organic compounds (VOCs)

1 Clean, Fresh Scent

- AQ270 nebulization system that can neutralize odor and provide consistent, lasting, and uniform diffusion of scent
- Uses the most advanced technology to diffuse micro droplets that are 50 times smaller than a traditional aerosol
- Amplify feelings of cleanliness and confidence using the most powerful sense with Pink Grapefruit, Fresh Clean, Cucumber Mint, Mandarin Zest, Mint Energy, or White Tea Fusion



ADD THE POWER OF PLANTS TO COMPLETE THE EXPERIENCE

- Create true barriers perfect for social distancing with free-standing, self-contained green walls
- Define directional pathways and green wayfinding with plant barriers
- Use modular green wall dividers and moss wall partitions for fast, functional space redesigns
- Design private spaces and separate work spaces with plant groupings
- Create borders with plants that also reduce tension



FULL-SERVICE BY AMBIUS

As our partner, you can experience the Ambius difference with our full-service approach.

This means that we save you time and effort ensuring your program is done right the first time.

Our trained specialists provide regular maintenance, cleaning, and disinfection of units ensuring our consistent standards are maintained.

Delivery and installation not included.

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Rev 12/20


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**CITY OF DES PLAINES
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

Company Name Sure Investment Group, LLC

Project Name 6B Renewal Application

Project Address 2050 Clearwater

The City of Des Plaines (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "NA" **An incomplete EDS will be returned and any City action will stop pending receipt of a completed EDS.**

Please **print or type** all responses clearly and legibly. **Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.**

WHO MUST SUBMIT AN EDS:

1. **Applicants:** Any individual or entity (the "**Applicant**") making an application to the City for action on economic entitlements requiring City Council approval must file this EDS.

2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by another legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity **must do so until individual owners are disclosed.**

However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file an EDS on their own behalf.

ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS: By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the criminal background and creditworthiness of some or all of the entities or individuals named in this EDS.

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any subsequent documentation, or as of the date of the closing of your transaction.

GENERAL INFORMATION

Date this EDS is completed: December 6, 2021

A. Who is submitting this EDS? The individual will be the
"Undersigned" throughout this EDS. Patrick Chen

NOTE: The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant *or is an individual on behalf of an* entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant.

NOTE: When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- ☒ Check here if the Undersigned is filing this EDS as the Applicant.
☐ Check here if the Undersigned is filing *on behalf of an* entity holding an interest in an Applicant.

Also, please identify the legal name of the Entity holding an interest in the Applicant:

B. Business address of the Undersigned:

P.O. Box 207

Mount Prospect, IL 60056

C. Telephone: 630-238-1800 Fax: _____ Email: patjoycechen@yahoo.com

D. Name of contact person: Patrick Chen

E. Tax identification number: _____

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

6B Renewal Application for the property commonly known as 2050 Clearwater, Des Plaines.

G. City action requested (specify; professional services, purchase of supplies, project bid, contract for services, other):

Issue Resolution is support of 6B Renewal Application with Cook County Assessor's Office

H. Describe contract:

SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Business corporation | <input type="checkbox"/> Joint venture |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> Trust | (Is the not-for-profit corporation also a 501(c)(3))? |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> General partnership | <input type="checkbox"/> Other entity (please specify) |
| <input type="checkbox"/> Limited partnership | _____ |

2. State of incorporation and date of incorporation of organization, if applicable:

Illinois, February 21, 1995

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

☐ Yes ☐ No ☐ N/A **Submit Proof by attachment.**

B. ORGANIZATION INFORMATION – attach additional pages, if necessary.

1. IF THE UNDERSIGNED IS A CORPORATION:

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name	Title
N/A	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

b. If the Undersigned is a corporation whose shares **are** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business	Address	Percentage Interest
N/A			

c. For corporations that **are not** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business	Address	Percentage Interest
N/A			

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business	Address	Percentage Interest
N/A			

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business	Address	Percentage Interest
Patrick Chen - Managing Member		P.O. Box 207, Mount Prospect, IL 60056	10%
Joyce Chen - Member		P.O. Box 207, Mount Prospect, IL 60056	10%
Priscella Chen - Member		P.O. Box 207, Mount Prospect, IL 60056	40%
Grace Linn - Member		P.O. Box 207, Mount Prospect, IL 60056	40%

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name	Title
No Officers	

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name	Business	Address
N/A		

Trustee Name and Address	Trust Number

b. List below the name, business address and percentage of beneficial interest of each beneficiary of the Trust.

Name	Business	Address	Percentage Interest

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity. Describe the entity:

N/A

Name	Business	Address	Percentage Interest

SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. The Undersigned must indicate whether it had a "doing business" relationship or had a "financial interest" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to the City Code of Ethics, Section 1-9-1 et seq. and specifically Section 1-

9-3 and Section 1-9-5 of the Municipal Code of Des Plaines (the "Municipal Code"), "doing business" and "financial interest" are defined as follows:

DOING BUSINESS:

Any combination of sales, contracts, or purchases, with the City or any City Agency in an amount in excess of ten thousand dollars (\$10,000.00) in any twelve (12) consecutive months.

FINANCIAL INTEREST:

A. Any interest as a result of which the owner currently receives or is entitled to receive in the future more than two thousand five hundred dollars (\$2,500.00) per year; or

B. Any interest with a cost or present value of five thousand dollars (\$5,000.00) or more; or

C. Any interest representing more than ten percent (10%) of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust or any legal entity organized for profit; provided, however, financial interest shall not include:

1. Any publicly held stock traded on a recognized exchange;
2. The authorized compensation paid to an official or employee for his office or employment;
3. Any economic benefit provided equally to all residents of the city;
4. A time or demand deposit in a financial institution;

5. An endowment or insurance policy or annuity contract purchased from an insurance company.

B. CERTIFICATION

1. Has the Undersigned had a "doing business" relationship or "financial interest" with any City elected official in the 12 months before the date this EDS is signed?

[] Yes ☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s). Attach additional sheet if necessary:

SECTION THREE: DISCLOSURE OF RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. The Undersigned, must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. For this section 3, the Undersigned is not required to disclose employees who are paid solely through the Applicant's regular payroll.

"Lobbyist" means any person (i) who undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action. **For the purposes of this section only, a person may be a Lobbyist, within the meaning of the above definition, even if he or she is not registered with the State of Illinois as a Lobbyist.**

2. If the Undersigned is uncertain whether a disclosure is required under this Section 3, the Undersigned must attach to this EDS a letter specifying the question on disclosure or make the disclosure.

B. DISCLOSURE – attach additional pages, if necessary.

1. Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name	Business Address	Relationship to Undersigned (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
Mark Baumhart	9450 W. Bryn Mawr, Rosemont	Property Manager	Paid
Bryan J. Berry	9501 W. Devon Ave., Suite 800 Rosemont	Attorney	Paid

2. Indicate for each whether retained or anticipated to be retained.

Name	Status
Mark Baumhart	Retained
Bryan J. Berry	Retained

[] CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

3. Has any owner, officer, manager, or employee of Applicant ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years? Check one: No ☒. Yes _____. If yes, complete section below or attach additional sheet(s) identifying person, charge, date of finding, Court name and branch and case docket number.

Name	Relationship with company	Date of plea or court action
------	---------------------------	---------------------------------

Court in which plea made	County, and State or District
--------------------------	-------------------------------

Nature of offense:

4. State whether any person or company identified in response to section 3 B. 1 above has ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years. Check one: No ☒. Yes _____. If yes complete section below or attach additional sheet(s) identifying person, charge, dated of finding, Court name and branch and case docket number.

Name	Relationship with company	Date of plea or court action
------	---------------------------	---------------------------------

Court in which plea made

County, State, or District

Nature of offense:

SECTION FOUR: CERTIFICATIONS

A. CERTIFICATION OF COMPLIANCE

For purposes of the certifications in 1, 2, and 3 below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

1. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, ***or the Internal Revenue Service*** nor is the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

None.

If the letters "NA," meaning "not applicable" or the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned is not delinquent and has certified to the above statements.

2. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

None.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned had no violations and certified to the above statements.

3. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

4. The Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, 1, (1-3) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph A (3) and (4) above, provide an explanation:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. FURTHER CERTIFICATIONS

1. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. Have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (1)(b) of this section;
- d. Have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. Have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any

criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

- f. Have not, within a five-year period preceding the date of this EDS, filed for, or acquiesced in the filing of, (i) any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or (ii) any dissolution, liquidation or foreclosure.

2. The certifications concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- A. Bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- B. Agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint

of freedom of competition by agreement to bid a fixed price or otherwise;
or

- C. Made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or

3. The Undersigned understands and shall comply with State Statutes and the City Code of Ethics, Section 1-9-1 et seq. of the Des Plaines Municipal Code.

4. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Section 1-9-1 et seq. of the Municipal Code have the same meanings when used in this Part III.

1. In accordance with Section 1-9-3 of the Municipal Code:
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?

[] Yes ☒ No

NOTE: If you answered "No" to Item C(1), you are not required to answer Items C(2) or (3) below. Instead, review the certification in Item C(4) and then proceed to Section Five. If you answered "Yes" to Item C(1), you must first respond to Item C(2) and provide the information requested in Item C(3). After responding to those items, review the certification in Item C(4) and proceed to Section Five.

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name

of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?

☐ Yes ☒ No

3. If you answered "yes" to Item C(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

SECTION FIVE: DISCLOSURE OF A FAMILIAL RELATIONSHIP

A. The Undersigned must disclose whether such Applicant or any Applicable Party (as defined below) or any spouse or domestic partner thereof currently has a "familial relationship" with any elected City official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Undersigned or any Applicable Party or any spouse or domestic partner thereof is related to the mayor, any councilman, or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means any (1) officer, member, manager, partner or executive director, of a legal entity or any person exercising similar authority, or (2) any person having more than a 7.5 percent ownership interest in the Applicant as listed in Section I.B,

B. Does the Undersigned or any "Applicable Party" or any spouse or domestic partner thereof currently have a "familial relationship" with an elected City official or department head?

☐ Yes

☒ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

SECTION SIX: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Undersigned understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based including, but not limited to, compliance with the City Code of Ethics.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. **By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS, and conduct any background investigation which may be necessary as a result of this EDS.**

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks economic entitlements requiring City Council approval.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter and recertify the supplemental matters.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Applicant, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Sure Investment Group, LLC

(Print name of individual or legal entity submitting this EDS)

Date: December 6, 2021

By:

(Sign here)

Patrick Chen

Print name of signer

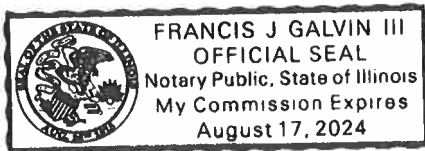
Managing Member

Title of signer

SUBSCRIBED and SWORN to before
me this 6th, day of December, 2021.

Francis J. Galvin III
NOTARY PUBLIC

(SEAL)



CITY OF DES PLAINES

RESOLUTION R - 217 - 21

**A RESOLUTION SUPPORTING AND CONSENTING TO
RENEWAL OF CLASS 6b CLASSIFICATION FOR THE
PROPERTY LOCATED AT 2050 CLEARWATER DRIVE.**

WHEREAS, Sure Investment Group, LLC ("***Applicant***") is the owner of that certain property commonly known as 2050 Clearwater Drive in the City and legally described in **Exhibit A** attached to, and by this reference made a part of, this Resolution ("***Subject Property***"); and

WHEREAS, the Subject Property consists of approximately 218,268 square feet; and

WHEREAS, in 2007, the City Council adopted Resolution No. R-81-07 supporting and consenting to Class 6b classification of the Subject Property under the Cook County Real Property Assessment Classification Ordinance ("***Classification Ordinance***"), and the Subject Property was classified as Class 6b under Cook County Control Number 61924 ("***6b Classification***"); and

WHEREAS, in 2007, subsequent to the approval of the 6b Classification, a 90,780-square-foot building ("***Building***") was constructed on the Subject Property; and

WHEREAS, from 2012 to 2021 the Subject Property has been entitled to a 10 percent property tax assessment level pursuant to the 6b Classification; and

WHEREAS, the current 6b Classification will expire at the end of 2023; and

WHEREAS, the Applicant plans to continue to lease the Subject Property to Ambius ("***Tenant***"), which proposes to use the building for maintenance, storage, and distribution of live and artificial plants, as well as hand sanitizer units, air purifiers, and nebulization equipment ("***Proposed Use***"); and

WHEREAS, the Applicant filed a notice of intent to request a ten-year renewal of the 6b Classification of the Subject Property ("***6b Renewal***") with the Office of the Assessor of Cook County ("***Assessor***"); and

WHEREAS, pursuant to the Classification Ordinance, the Assessor will not grant the 6b Renewal unless the City Council adopts a resolution: (i) finding that industrial use of the Subject Property is necessary and beneficial to the local economy; and (ii) expressing the City Council's support for and consent to the 6b Renewal; and

WHEREAS, the Applicant has requested that the City Council adopt a such a resolution; and

WHEREAS, the Applicant has pledged improvements to Subject Property in an anticipated total value of \$83,900 over the life of the renewal ("***Property Improvements***"), which

include office remodeling in the Building and asphalt paving, valued at \$0.92 per square foot of the Building; and

WHEREAS, pursuant to the City’s policy, the City requires at least \$10 per square foot of improvements as a condition of supporting the approval of a Class 6b Classification (“*Minimum Improvement Requirement*”); and

WHEREAS, the Applicant has requested that the City Council waive Minimum Improvement Requirement based on retaining the Tenant that generates sales tax and employs 80 full-time employees; and

WHEREAS, the City Council has determined that waiving the Minimum Improvement Requirement and supporting and consenting to the 6b Renewal will: (i) induce the Applicant to construct the Proposed Improvements; (ii) reduce the likelihood that the Subject Property will become vacant, abandoned and unproductive; (iii) likely preserve employment opportunities within the City; (iv) help to stabilize the property tax base and maintain the current level of real estate taxes generated by the Subject Property; and (v) serve the best interest of the City;

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

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

SECTION 2: WAIVER. The City Council hereby waives the Minimum Improvement Requirement subject to the conditions set forth in Section 5 of this Resolution.

SECTION 3: DETERMINATION OF CONTINUED ELIGIBILITY AND APPROPRIATENESS. The City Council hereby finds and determines that the continued industrial use of the Subject Property is necessary and beneficial to the local economy.

SECTION 4: SUPPORT AND CONSENT TO 6B RENEWAL. Pursuant to the Classification Ordinance, the City Council hereby supports and consents to the 6b Renewal for the Subject Property, subject to the conditions set forth in Section 4 of this Ordinance; provided, however, that the City Council does not consent to renewal of the Class 6b Classification of the Subject Property for a period longer than twelve years after the effective date of the 6b Renewal.

SECTION 5: CONDITIONS OF CITY’S CONSENT; REVOCATION. The consent granted in Section 4 of this Resolution is expressly conditioned upon the occurrence and/or satisfaction by the Applicant of the following conditions:

A. The Applicant will complete construction of the Property Improvements with a value of no less than \$83,900 no later than December 31, 2023; and

B. The Applicant will provide evidence, upon any request by the City that, if fully occupied, Tenant is employing at least 80 full-time workers at the Subject Property at any time through December 31, 2033.

The Applicant agrees and acknowledges that if Condition A as set forth in this Section 4 have not been satisfied by December 31, 2023, or if Condition B is not met at any time through December 31, 2033, the City Council shall have the option, in its sole and exclusive discretion, to revoke the consent granted in Section 3 by resolution duly adopted in accordance with the procedures set forth in Section 74-73 of the Cook County Code of Ordinances. In the event that the City Council revokes its consent, the City Clerk is directed to promptly deliver notice of such revocation to the Board of Commissioners of Cook County and the Office of the Cook County Assessor along with certified copies of the revoking resolution.

SECTION 6: DELIVERY. The City Council hereby directs the City Clerk to transmit a certified copy of this Resolution to the Applicant. The Applicant is responsible for filing such certified copy with the Assessor.

SECTION 7: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Supporting Class 6b Classification Renewal for 2050 Clearwater Drive

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1

LOT 2 OF CHICAGO FAUCET RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN THE CLEARWATER SUBDIVISION, BEING A RESUBDIVISION IN THE SOUTHWEST FRACTIONAL ¼ OF SECTION 30, TOWNSHIP 41, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2007 AS DOCUMENT 0705815057 IN COOK COUNTY ILLINOIS.

PARCEL 2

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, FOR A TEMPORARY EASEMENT FOR STORMWATER MANAGEMENT, CREATED BY THE CHICAGO FAUCET RESUBDIVISION RECORDED FEBRUARY 27, 2007 AS DOCUMENT 070581057, TO CONNECT TEMPORARY FACILITIES TO AN MAINTAIN THE EXISTING FACILITIES USED FOR STORMWATER MANAGEMENT UNDER THE SURFACES OF AREAS LABELED "TEMPORARY EASEMENT FOR STORMWATER MANAGEMENT," ALL IN COOK COUNTY, ILLINOIS

Commonly known as 2050 Clearwater Drive, Des Plaines, Illinois

PINs: 09-30-300-063-0000 and 09-30-300-064-0000