



## CITY COUNCIL AGENDA

Monday, January 3, 2022

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

Room 102

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### **CALL TO ORDER**

### **CLOSED SESSION**

COLLECTIVE BARGAINING

### **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-1-22:** Amending Sections 7-3-2 and 7-10-6 of the Des Plaines City Code Regarding Semi-Trailer and Truck Parking and Parking Fines
2. **RESOLUTION R-1-22:** Approving the 2022 Expenditure of the Standard Software Maintenance Agreement with Tyler Technologies, Inc., Troy, Michigan in the Amount of \$133,052.75. Budgeted Funds – IT/R&M Software.
3. **RESOLUTION R-2-22:** Approving the 2022 Expenditure for the Multi-Function Copier Lease Agreement with Konica Minolta Business Solutions U.S.A., Inc., Ramsey, New Jersey in the Amount of \$87,650.16. Budgeted Funds – IT Replacement/Leases.
4. **RESOLUTION R-3-22:** Approving the Purchase of Sensus Water Meters and Installation Services on an As-Needed Basis from Core & Main, Carol Stream, Illinois in the Amount of \$731,400. Budgeted Funds – Water System/Miscellaneous Contractual Services in the Amount of \$150,000 and R&M Software in the Amount of \$31,400 and Water Meters in the Amount of \$550,000.
5. **RESOLUTION R-4-22:** Approving the Purchase of Replacement Parkway Trees from Participating Nurseries and Planting Labor Through the West Central Municipal Conference – Suburban Tree Consortium, River Grove, Illinois in the Not-to-Exceed Amount of \$240,000 for Spring and Fall Plantings. Budgeted Funds – General/Street Maintenance Division/Tree Plantings.
6. **RESOLUTION R-5-22:** Granting an Exemption to the Archdiocese of Chicago, Catholic Cemeteries to Disconnect Their Irrigation System from the City’s Water Supply
7. **RESOLUTION R-6-22:** Approving a Master Contract with Havey Communications, Inc., Lake Bluff, Illinois for Vehicle Repair and Maintenance Services
8. **RESOLUTION R-7-22:** Approving a First Reduction of the Letter of Credit for the Bayview-Compasspoint Parking Lot Restoration at 1425 Ellinwood Avenue
9. **RESOLUTION R-8-22:** Approving the Purchase of a Horton Ambulance from Foster Coach Sales, Sterling, Illinois in the Amount of \$332,638. Budgeted Funds – Equipment Replacement.
10. **RESOLUTION R-9-22:** Approving the Purchase of a Pierce Aerial Platform Ladder Truck from Macqueen Emergency Group in an Amount Not-to-Exceed \$1,463,000. Budgeted Funds – Equipment Replacement.
11. **SECOND READING – 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
12. Minutes/Regular Meeting – December 20, 2021
13. Minutes/Closed Session – December 20, 2021
14. **RESOLUTION R-11-22:** Approving a Four-Year Collective Bargaining Agreement with the Metropolitan Alliance of Police Des Plaines Chapter #241 (MAP 241) for the Period January 1, 2022 – December 31, 2025

15. **RESOLUTION R-12-22:** Approving a Four-Year Collective Bargaining Agreement with the Metropolitan Alliance of Police Des Plaines Chapter #240 (MAP 240) for the Period January 1, 2022 – December 31, 2025

#### **UNFINISHED BUSINESS**

n/a

#### **NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
  - a. Warrant Register in the Amount of \$3,048,485.24 – **RESOLUTION R-10-22**

#### **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.**




POLICE DEPARTMENT

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

MEMORANDUM

Date: December 7, 2021

To: Michael G. Bartholomew, City Manager

From: David Anderson, Chief of Police 

Subject: Ordinance Amending Section 7-3-2 and 7-10-6 -Semi Trailer and Truck Parking and Parking Fines

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**Issue:** The City of Des Plaines has experienced increased issues and complaints of semi-truck cabs and trailers being parked on city streets overnight. The Police Department has been enforcing the violations, but they continue to occur.

**Analysis:** The City of Des Plaines Police Department has been enforcing local streets that have become parking places for semi-truck cabs and trailers during the overnight hours. We have received complaints from businesses in the area, due to the trucks parking in-front of their location. The current city ordinance does not allow trucks with an attached trailer parking overnight. The current fine for this violation is \$31.

Staff has reviewed the ordinance and is requesting the ordinance be clarified to state any semitrailer truck cab, with or without an attached trailer, cannot park overnight on any public right of way, street, parkway, or sidewalk within the city.

Staff has also reviewed the fine amount, and is recommending the fine be increased to \$100 for the first violation, and \$250 for each subsequent violation.

**Recommendation:** I recommend that the City Council approve Ordinance M-1-22. An ordinance amending sections 7-3-2 and 7-10-6 of the Des Plaines City Code Regarding Semi Trailer and Truck Parking and Parking Fines.

**Attachments**

Attachment 1 - Ordinance M-1-22



**CITY OF DES PLAINES**

**ORDINANCE M – 1 - 22**

**AN ORDINANCE AMENDING SECTIONS 7-3-2 AND 7-10-6  
OF THE DES PLAINES CITY CODE REGARDING SEMI  
TRAILER AND TRUCK PARKING AND PARKING FINES.**

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

**WHEREAS**, Chapter 3 of Title 7 of the City Code of the City of Des Plaines, as amended (“*City Code*”) sets forth parking regulations within the City; and

**WHEREAS**, Section 7-3-2(D) of the City Code prohibits the parking of semi-trailers and semi-trailer trucks in certain locations and during certain times; and

**WHEREAS**, Section 7-10-6 of the City Code provides a schedule of fines for violations of the parking regulations, including Section 7-3-2(D); and

**WHEREAS**, the City desires to amend Section 7-3-2(D) of the City Code to update and clarify the semi-trailer truck and detached trailer parking regulations and to amend Section 7-10-6 of the City Code to increase the penalty for first and successive violations of Section 7-3-2(D); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to amend the City Code as set forth in this Ordinance;

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

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

**SECTION 2. AMENDMENTS TO SECTION 7-3-2.** Section 7-3-2, titled “Parking Prohibited in Certain Places,” of Chapter 3, titled “Stopping, Standing and Parking,” of Title 7, titled “Motor Vehicles and Traffic,” of the City Code is hereby amended to read as follows:

**“7-3-2: PARKING PROHIBITED IN CERTAIN PLACES:**

\* \* \*

**D. Trailers and Semitrailers:**

1. No person shall park a semitrailer truck or tractor on either public or private property in a residential zone except when said truck or tractor is actually delivering, unloading or loading personal property

to and from premises in such zone, and except any such truck or tractor which is restricted wholly to the interior confines of a private garage.

2. It shall be unlawful for any person to park any trailer or semitrailer detached from a vehicle on any public street within the city except for emergency purposes or as set forth in subsection D4 of this section. Whenever trailers or semitrailers are parked in emergency situations, all requirements regarding flares or other warning devices shall be complied with. In addition, the police department shall be notified as soon as possible of the emergency situation.
3. ~~It shall be unlawful to park an attached trailer on any public right of way, street, parkway or sidewalk within the city, except as set forth in subsection D4 of this section. No vehicle with an attached trailer shall park overnight on any public right of way, street, parkway or sidewalk within the city, except as set forth in subsection D4 of this section.~~ **It shall be unlawful to park a semitrailer truck cab, with or without an attached trailer, overnight on any public right of way, street, parkway or sidewalk within the city, except as set forth in subsection D4 of this section.**

\* \* \*

**SECTION 3. AMENDMENTS TO SECTION 7-10-6.** Section 7-10-6, titled “Code Violation Fines,” of Chapter 10, titled “Traffic Enforcement and Penalties,” of Title 7, titled “Motor Vehicles and Traffic,” of the City Code is hereby amended to as follows:

**“7-10-6: CODE VIOLATION FINES:**

Any person violating or failing to comply with any provision of this title shall be fined in accordance with the respective code violation amount specified in the following schedule:

**SCHEDULE OF CODE VIOLATION FINES**

Code §	Violation	Citation Fine	21- Day Fine Final Notice
7-2-1B	Unnecessary noise	25.00	40.00
7-2-1B	Unnecessary noise/use of horn	25.00	40.00
7-3-1	"No parking" signs	25.00	40.00

7-3-2	Parking prohibited in certain places:		
7-3-2A	Leaving less than 18 feet of roadway	25.00	40.00
7-3-2B1	Leaving less than 10 feet of alley clear	25.00	40.00
7-3-2B2	Parking in alley (except to load/unload)	25.00	40.00
7-3-2C	Parking within 25 feet of crosswalk	25.00	40.00
7-3-2D1	Park semitrailers or tractors in residential areas	25.00	40.00
<del>7-3-2D2</del> <u>7-3-2D3</u>	Park unattached trailer on public street, except in an emergency or as permitted by 7-3-2D4	<del>31.00</del> <b><u>First violation:</u></b> <b><u>100.00</u></b>	
		<b><u>Subsequent violation(s):</u></b> <b><u>250.00</u></b>	
<u>7-3-2D3</u>	<b><u>Park semitrailer cab, with or without attached trailer, overnight on public street</u></b>	<del>31.00</del> <b><u>First violation:</u></b> <b><u>100.00</u></b>	
		<b><u>Subsequent violation(s):</u></b> <b><u>250.00</u></b>	
7-3-2G1	Prohibited parking designated places as posted	25.00	40.00
* * *			

**SECTION 4. EFFECTIVE DATE.** This Ordinance shall be in full force and effect 10 days after its passage, approval and publication in pamphlet form according to law.

**[SIGNATURE PAGE FOLLOWS]**

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

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**MAYOR**

ATTEST:

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**



INFORMATION TECHNOLOGY 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: Romeo Sora, Director Information Technology *RS*  
Subject: 2022 Tyler Technologies Standard Software Maintenance Agreement Renewal

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**Issue:** The 2022 budget includes funding for the City's Enterprise Resource Planning (ERP) application's Standard Software Maintenance Agreement renewal with Tyler Technologies, Inc.

**Analysis:** On December 4, 2017 the City approved one-year contracts that automatically renew with Tyler Technologies for the standard software license and service agreement of their Logos ERP application. The application consisted of the Financial, Human Resource, Community Development, and eSuite modules.

Expenditures under this contract must be approved by the City Council annually based on appropriated and budgeted funds for the current fiscal year.

**Recommendation:** I recommend approval of the 2022 contract expenditure of the Standard Software Maintenance Agreement with Tyler Technologies, Inc., 840 West Long Lake Rd., Troy, MI 48098 in the amount of \$133,052.75. This contract will be funded from the budgeted IT R&M Software Account (100-20-230-0000-6300).

Attachments:

Resolution – R-1-22

Exhibit A – Maintenance and Support Agreement Invoice

**CITY OF DES PLAINES**

**RESOLUTION R - 1 - 22**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER A SOFTWARE LICENSE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR SOFTWARE LICENSES AND MAINTENANCE 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 4, 2017, the City Council approved Resolution No. R-182-17, approving a contract ("**Agreement**") between the City and Tyler Technologies, Inc. ("**Vendor**") for: (i) certain Logos Enterprise Resources Planning application licenses consisting of Financial, Human Resource, Community Development, and eSuite modules ("**Software**"); and (ii) software maintenance and support services ("**Services**"); and

**WHEREAS**, on January 1, 2022, the Agreement automatically renewed for a one-year term ending December 31, 2022; and

**WHEREAS**, the City has appropriated funds for use by the Information Technology Department during the 2022 fiscal year for the procurement of the Software and Services pursuant to the Agreement; and

**WHEREAS**, the City desires to make expenditures in the not-to-exceed amount of \$133,052.75 during the 2022 fiscal year for the procurement of the Software and the Services from Vendor under the Agreement; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to authorize the expenditure of the not-to-exceed amount of \$133,052.75 during the 2022 fiscal year for the procurement of the Software and the Services from the Consultant under the Agreement;

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

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

**SECTION 2: AUTHORIZATION OF EXPENDITURE.** The City Council authorizes the expenditure of the not-to-exceed amount of \$133,052.75 during the 2022 fiscal year for the procurement of the Software and the Services from the Consultant under the Agreement.

**SECTION 3: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Expenditure of Funds Under Agreement with Tyler Technologies for Software Licensing and Maintenance Services  
2022



**Remittance:**  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

**RECEIVED**  
CITY OF DES PLAINES

NOV 08 2021

**ACCOUNTS PAYABLE**

## Invoice

Invoice No	Date	Page
045-359972	12/01/2021	1 of 4

**Questions:**

Tyler Technologies - ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Email: ar@tylertech.com



Bill To: City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016-4484

Ship To: City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016-4484

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49910 - MAIN - MAIN	164242		USD	NET45	01/15/2022

Date	Description	Units	Rate	Extended Price
Contract No.: Des Plaines, IL				
	SUPPORT & UPDATE LICENSING - Asset Management	1	1,727.50	1,727.50
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - Bank Rec	1	1,295.13	1,295.13
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - CONTRACT ACCOUNTING	1	1,727.50	1,727.50
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - FM Base Suite	1	14,033.67	14,033.67
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - GASB Reporting	1	3,454.98	3,454.98
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - INTEGRATED CREDIT CARD	1	2,574.73	2,574.73
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - SELF SERVICE Misc Billing & Receivables	1	1,727.50	1,727.50
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - PC Cash Register Interface	1	2,574.73	2,574.73
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - Project Accounting	1	1,727.50	1,727.50
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - PURCHASING BASE	1	3,454.98	3,454.98
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	1,727.50	1,727.50
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - THIRD PARTY RECEIVABLES	1	1,497.23	1,497.23
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - WORK ORDERS	1	3,492.86	3,492.86
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - BENEFITS TRACKING (NON-EMPLOYEE)	1	2,158.88	2,158.88
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - SELF SERVICE Benefits Admin	1	1,727.50	1,727.50
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - Employee Reimbursement and Advances	1	2,591.25	2,591.25
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - HR Base Suite	1	11,875.65	11,875.65
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - Personnel Action Processing	1	2,158.88	2,158.88
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			





**Remittance:**  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

## Invoice

Invoice No	Date	Page
045-359972	12/01/2021	2 of 4

**Questions:**  
Tyler Technologies - ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Email: ar@tylertech.com

Bill To: City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016-4484

Ship To: City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016-4484

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49910 - MAIN - MAIN	164242		USD	NET45	01/15/2022

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - Position Budgeting	1	2,158.88	2,158.88
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - THIRD PARTY APPLICANT INTERFACE	1	349.77	349.77
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - TIME AND ATTENDANCE INTERFACE	1	2,158.88	2,158.88
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - AUTO METER INTERFACE	1	1,511.80	1,511.80
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - METER AND DEVICE INVENTORY	1	2,158.88	2,158.88
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - SERVICE ORDER PROCESSING	1	3,670.68	3,670.68
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING (Water/Sewer Base)	1	9,715.92	9,715.92
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - THIRD PARTY DOCUMENT IMAGING INTERFACE	1	1,423.39	1,423.39
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - Business Licensing	1	2,135.56	2,135.56
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - CD Standard Users	1	0.00	0.00
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - CODE ENFORCEMENT	1	1,956.78	1,956.78
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - COMMUNITY GIS INTEGRATION	1	4,092.34	4,092.34
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - MUNICIPAL INSPECTIONS	1	2,668.96	2,668.96
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - PARCEL MANAGEMENT	1	1,423.39	1,423.39
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - PERMITS	1	2,668.96	2,668.96
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - PROJECT PLANNING	1	2,668.96	2,668.96
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - REQUEST FOR SERVICES TRACKING	1	2,668.96	2,668.96
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - LICENSING (ANIMAL, BUSINESS, CONTRACTOR)	1	0.00	0.00
	Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022			
	SUPPORT & UPDATE LICENSING - CD ANALYTICS	1	1,778.97	1,778.97



**Remittance:**  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

## Invoice

Invoice No	Date	Page
045-359972	12/01/2021	3 of 4

**Questions:**  
Tyler Technologies - ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Email: ar@tylertech.com

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1420 Miner Street  
Des Plaines, IL 60016-4484

Ship To: City of Des Plaines  
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Des Plaines, IL 60016-4484

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49910 - MAIN - MAIN	164242		USD	NET45	01/15/2022

Date	Description	Units	Rate	Extended Price
Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022				
	SUPPORT & UPDATE LICENSING - DECISION SUPPORT BASE DATAMART	1	0.00	0.00
Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022				
	SUPPORT & UPDATE LICENSING - FM ANALYTICS	1	2,591.27	2,591.27
Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022				
	SUPPORT & UPDATE LICENSING - HR ANALYTICS	1	2,158.88	2,158.88
Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022				
	SUPPORT & UPDATE LICENSING - UM ANALYTICS	1	2,158.88	2,158.88
Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022				
	SUPPORT & UPDATE LICENSING - SELF SERVICE eEmployee	1	5,182.48	5,182.48
Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022				
	SUPPORT & UPDATE LICENSING - SELF SERVICE eLicense	1	1,601.19	1,601.19
Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022				
	SUPPORT & UPDATE LICENSING - SELF SERVICE ePayments	1	1,943.18	1,943.18
Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022				
	SUPPORT & UPDATE LICENSING - SELF SERVICE ePermits	1	1,601.19	1,601.19
Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022				
	SUPPORT & UPDATE LICENSING - SELF SERVICE eRequests	1	1,601.19	1,601.19
Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022				
	SUPPORT & UPDATE LICENSING - eSUITE BASE (Payments)	1	3,454.98	3,454.98
Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022				
	SUPPORT & UPDATE LICENSING - SELF SERVICE eTimesheets	1	2,591.23	2,591.23
Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022				
	SUPPORT & UPDATE LICENSING - SELF SERVICE eUtilities	1	1,429.23	1,429.23
Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022				
	SUPPORT & UPDATE LICENSING - User License to Site License	1	0.00	0.00
Maintenance: Start: 01/Jan/2022, End: 31/Dec/2022				

**Remittance:**

Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

**Invoice**

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-359972	12/01/2021	4 of 4

**Questions:**

Tyler Technologies - ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Email: ar@tylertech.com

Bill To: City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016-4484

Ship To: City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016-4484

<i>Cust No.-BillTo-ShipTo</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
49910 - MAIN - MAIN	164242		USD	NET45	01/15/2022

<i>Date</i>	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended Price</i>
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**\*\*ATTENTION\*\***

Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
tylerbusinessforms.com to guarantee  
100% compliance with your software.

Subtotal	133,052.75
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Sales Tax	0.00
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Invoice Total	133,052.75
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INFORMATION TECHNOLOGY 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: Romeo Sora, Director Information Technology *RS*  
Subject: Konica Minolta Multi-Function Copier Lease Agreement 2022

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**Issue:** The 2022 budget includes funding for the City's fourteen (14) multi-function copier lease agreement with Konica Minolta Business Solutions U.S.A., Inc.

**Analysis:** On August 3, 2020 the City approved a three-year lease renewal with Konica Minolta for the lease of multi-function copiers. Expenditures under this lease must be approved by the City Council annually based on appropriated and budgeted funds for the current fiscal year.

**Recommendation:** I recommend approval of the 2022 expenditure for the multi-function copier lease agreement with Konica Minolta Business Solutions U.S.A., Inc., 100 Williams Drive Ramsey, NJ 07446 in the amount of \$87,650.16. This contract will be funded from the budgeted IT Replacement, Leases Account (420-00-000-0000-6140).

Attachments:

Resolution – R-2-22

Exhibit A – Konica Minolta Multi-Function Lease Agreement

CITY OF DES PLAINES

RESOLUTION R - 2 - 22

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER A LEASE WITH KONICA MINOLTA PREMIER FINANCE AND A SERVICES AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.**

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**WHEREAS**, on August 3, 2020 the City Council adopted Resolution No. R-135-20, approving and authorizing the execution of: (i) a three-year lease agreement ("**Lease**") with Konica Minolta Premier Finance ("**Lessor**"), an affiliate of Konica Minolta Business Solutions USA, Inc. ("**Vendor**"), for the lease of fourteen multi-function printers/copiers ("**Multifunction Printers**"); and (ii) a three-year service agreement ("**Service Agreement**") with Vendor for the procurement of maintenance and support services ("**Services**") for the Multifunction Printers; and

**WHEREAS**, on August 3, 2020, the City entered into the Lease with Lessor and the Services Agreement with Vendor; and

**WHEREAS**, the City Council has appropriated funds in the IT Replacement Fund for use by the Department of Information Technology during the 2022 fiscal year for the lease of the Multifunction Printers from Lessor and the procurement of the Services from Vendor; and

**WHEREAS**, the City desires to make expenditures in the not-to-exceed amount of \$87,650.16 during the 2022 fiscal year for the lease of the Multifunction Printers from Lessor pursuant to the Lease and the procurement of Services from Vendor pursuant to the Services Agreement; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to authorize the expenditure of the not-to-exceed amount of \$87,650.16 during the 2022 fiscal year for the lease of the Multifunction Printers from Lessor and the procurement of the Services from Vendor;

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

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

**SECTION 2: AUTHORIZATION OF EXPENDITURE.** The City Council hereby authorizes the expenditure of the not-to-exceed amount of \$87,650.16 during the 2022 fiscal year

for the lease of the Multifunction Printers from Lessor pursuant to the Lease and the procurement of Services from Vendor pursuant to the Services Agreement.

**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 \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Resolution Approving Expenditure of Funds Under Lease with Konica Minolta (2022)

## Order Package Acceptance Agreement

Customer Name/Address:

CITY OF DES PLAINES  
1420 MINER ST  
DES PLAINES, IL 60016-4484

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00563925 time stamped 07/07/20 04:36 PM).

This Order Package is governed by the terms and conditions of the Master Agreement contract between Konica Minolta Business Solutions U.S.A., Inc. and SOURCEWELL 083116-KON, dated 10/19/2016 terms of which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

### Authorized Customer Representative

Name: Michael G. Bartholomew  
(Please Print)

Signature: \_\_\_\_\_

Title: City Manager

Date: 8/4/2020

### KMBS Representative

Name: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

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

### KMBS Manager

Name: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

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



KONICA MINOLTA

## NON-APPROPRIATION ADDENDUM

ADDENDUM TO Agreement No. B2B-297488 between **Konica Minolta Premier Finance**, (Lessor)

And City of Des Plaines, (Customer)  
(Full Legal Name of Customer)

**Dated:** 8/4/2020

### FOR STATE AND LOCAL GOVERNMENT ENTITIES ONLY

**A. CUSTOMER COVENANTS:** You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its periodic payments as set out in the Agreement; (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

**B. SIGNATURES:** Signer warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signer for you further warrants its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

**C. NON APPROPRIATION:** In the event you wish to cancel the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of you;

3. You have exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Lessor.

Then, provided that (a) you have given Lessor written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from your counsel verifying the same within ten (10) days thereafter upon receipt of the Equipment delivered to a location designated by Lessor, at your expense, Lessor's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the Equipment as Lessor in its sole discretion may desire, without any duty to account to you.

Approved and agreed to as an Addendum to and part of the Agreement and any Supplements or Schedules to the Master Agreement, this \_\_\_\_\_ day of \_\_\_\_\_.

### LESSOR ACCEPTANCE

<b>Konica Minolta Premier Finance</b>	
DATED LESSOR	SIGNATURE TITLE

### CUSTOMER ACCEPTANCE

8/4/2020	City of Des Plaines		City Manager
DATED	FULL LEGAL NAME OF CUSTOMER	SIGNATURE	TITLE

FEDERAL TAX I.D.# **36-6005849** PRINT NAME **Michael G. Bartholomew**

KMPF0017 - 03/13/2014



For office use only (Check one): ☐ Branch ☒ Windsor**Premier Advantage Agreement**APPLICATION NUMBER  
B2B-297488

AGREEMENT NUMBER

KONICA MINOLTA

This Premier Advantage Agreement ("Agreement") is written in "Plain English". The words **you** and **your**, refer to the customer (and its guarantors). The words **Lessor, we, us** and **our**, refer to **Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates.** (Supplier)

**CUSTOMER INFORMATION**

FULL LEGAL NAME <b>CITY OF DES PLAINES</b>			STREET ADDRESS <b>1420 MINER ST</b>	
CITY <b>DES PLAINES</b>	STATE <b>IL</b>	ZIP <b>60016</b>	PHONE* <b>847 391 5623</b>	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

Multiple in Des Plaines, IL

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

**CUSTOMER ONE GUARANTEE**

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or [www.kmbs.konicaminolta.us](http://www.kmbs.konicaminolta.us).



Make/Model/Accessories (including Software Description and Supplier / Licensor if applicable)	Asset Invoice Information	Serial Number	Start Meter Read(s)
(8) Bizhub C550I - (3) Bizhub C650I - 1420 Miner St			
(3) C558 (service only) 1420 Miner St			
(1) Bizhub C550I - 1111 Joseph Schwab Rd			
(2) Bizhub C550I - 405 S River Rd			

☐ See attached 'Schedule A' for additional Equipment / Accessories / Software**TERM AND PAYMENT SCHEDULE**

TERM IN MONTHS	# of payments	Payment Frequency	Payment Amount (plus applicable taxes)	Advance Payment (plus applicable taxes)
36	36	<input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Monthly	\$ <u>7304.18</u>	\$ _____
Payment includes <u>UNLIMITED</u> B&W pages per month			Overages billed <u>MONTHLY</u> at \$ <u>0.00</u> per B&W page	
Payment includes <u>UNLIMITED</u> Color pages per month			Overages billed <u>MONTHLY</u> at \$ <u>0.00</u> per Color page	

☐ See attached Pool Billing Schedule

**END OF LEASE OPTIONS:** You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 6 (on reverse).

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.****LESSOR ACCEPTANCE**

<b>Konica Minolta Premier Finance</b>			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

**CUSTOMER ACCEPTANCE**

<b>CITY OF DES PLAINES</b>	<b>X</b>	<b>8/4/2020</b>
FULL LEGAL NAME OF CUSTOMER (as referenced above)	<b>AUTHORIZED SIGNER</b>	<b>DATED</b>
<b>36-6005849</b>	<b>Michael G. Bartholomew</b>	<b>City Manager</b>
FEDERAL TAX I.D. #	<b>PRINT NAME</b>	<b>TITLE</b>

**CONTINUING GUARANTEE**

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorney's fees incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

<b>X</b>		
PRINT NAME OF GUARANTOR	SIGNATURE (NO TITLES)	DATED

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

See reverse side for additional terms and conditions

**1. LEASE AGREEMENT:** You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of any term, of your decision to return or purchase the Equipment or renew this Lease and (b) you purchase or return the Equipment, as specified in your notice, within ten (10) days after the end of the term. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.

**2. RENT:** Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent rent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

**3. MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, you agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

**4. OWNERSHIP OF EQUIPMENT:** We are the owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding Software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to, hard drives, disk drives or any other form of memory.

**5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS".** You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that the Customer One Guarantee is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier with respect to the Customer One Guarantee.

**6. LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

**7. LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

**8. COLLATERAL PROTECTION AND INSURANCE:** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (i) insure the equipment against all loss or damage naming us as loss payee; (ii) obtain liability and third party property damage insurance naming us as an additional insured; and (iii) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

**9. INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. **We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.**

**10. TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$100.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

**11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

**12. DEFAULT AND REMEDIES:** If (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and require that you pay, **AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY**, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-lease the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

**13. UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

**14. CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

**15. LESSEE GUARANTEE:** You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 12) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.

**16. OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) (if applicable) by a maximum of ten percent (10%) of the existing charge, or if less, the maximum amount permitted by applicable law. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under this Agreement and either purchase or return the equipment to us. Notwithstanding anything herein to the contrary, for pools designated as "One Rate" pools, escalations within the original Agreement term and Supply Freight Fees do not apply nor are meter readings required. All Agreements are subject to escalation in any renewal period.

**17. COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 5, **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**

# Order Agreement

Check Applicable Box

☐ Purchase

☒ Lease

☐ Other:

<b>INVOICE TO</b> Account #		<b>SOLD TO</b> Account # SO 0000682273		<b>SHIP TO</b> Account #	
Legal Name KONICA MINOLTA PREMIER FINANCE		Legal Name CITY OF DES PLAINES		Legal Name CITY OF DES PLAINES	
Attn Line 1		Attn Line 1		Attn Line 1 ROMEO SORA	
Attn Line 2		Attn Line 2		Attn Line 2	
Street Address 1961 HIRST DR		Street Address 1420 MINER ST		Street Address 1420 MINER ST	
City MOBERLY State MO Zip 65270		City DES PLAINES State IL Zip 60016-4484		City DES PLAINES State IL Zip 60016	
Tax Exempt <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)		Tax Exempt # E99981793			
P.O. Required <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)		P.O. #		P.O. Expiration Date	
<b>Payment Terms:</b> SEE LEASE		<input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ _____ Contact Name: _____ Phone: _____		<b>Check #</b> <b>Amount</b>	

<b>Requested Delivery Date:</b> SEE ATTACHED	<b>Maintenance Contract</b> <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Declined
--	--

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	AA7P011	BIZHUB C550I 55 PPM COLOR MFP			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5013	PC-416 PAPER FEED CABINET 2500-SH			
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT FOR FS-534/FS-536			
1	A0PD11T	LK-105 V4 I-OPTION SEARCHABLE PDF			
1	D5133NTKM	ESP POWER FILTER 120V/15A BASIC			
1	ACCJWY1	KP-102 KEYPAD (10" PANEL)			
1	A0W4WY3	WT-506 WORKING TABLE			
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
1	7640021474	BIZHUB SECURE PLATINUM FOR ONER			
1	7640020486	KMPF LEASE RETURN 1ST UNIT??			
QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED	
1	ACV1430	TN626C CYAN TONER (YIELD: 28K)	N/A		
1	ACV1130	TN626K BLACK TONER (YIELD: 28K)	N/A		
1	ACV1330	TN626M MAGENTA TONER (YIELD: 28K)	N/A		
1	ACV1230	TN626Y YELLOW TONER (YIELD: 28K)	N/A		
1	ACV1430	TN626C CYAN TONER (YIELD: 28K)	N/A		
1	ACV1130	TN626K BLACK TONER (YIELD: 28K)	N/A		

<b>ADDITIONAL CHARGES</b>		Additional Charges
<input type="checkbox"/> Network <input type="checkbox"/> Removal <input type="checkbox"/> Other		<b>TOTAL</b> (TOTAL is exclusive of applicable taxes)

<b>PICK-UP</b>		<b>Requested Removal Date:</b> 09/08/2020
QTY	MATERIAL #	SERIAL NUMBER
1	A79K011	BIZHUB C558
1	A79K011	BIZHUB C558
1	A79K011	BIZHUB C558
1	A79K011	BIZHUB C558
1	A79K011	BIZHUB C558

## COMMENTS

INCLUDES UPGRADE, FOR LEASE 450-7808492-017, TO LEASE COMPANY WELLS FARGO  
 INCLUDES UPGRADE, FOR LEASE 450-7808492-019, TO LEASE COMPANY WELLS FARGO  
 INCLUDES UPGRADE, FOR LEASE 450-7808492-020, TO LEASE COMPANY WELLS FARGO  
 INCLUDES UPGRADE, FOR LEASE 450-7808492-018, TO LEASE COMPANY WELLS FARGO  
 INCLUDES UPGRADE, FOR LEASE 450-7808492-021, TO LEASE COMPANY WELLS FARGO

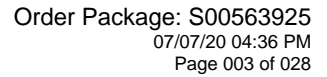
Continued - See Additional Comments Page 1

## Order Agreement Additional Equipment - Schedule B

<b>INVOICE TO</b> Account #	<b>SOLD TO</b> Account # SO 0000682273	<b>SHIP TO</b> Account #
Legal Name KONICA MINOLTA PREMIER FINANCE	Legal Name CITY OF DES PLAINES	Legal Name CITY OF DES PLAINES
Attn Line 1	Attn Line 1	Attn Line 1 ROMEO SORA
Attn Line 2	Attn Line 2	Attn Line 2
Street Address 1961 HIRST DR	Street Address 1420 MINER ST	Street Address 1420 MINER ST
City MOBERLY State MO Zip 65270	City DES PLAINES State IL Zip 60016-4484	City DES PLAINES State IL Zip 60016

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	AA7P011	BIZHUB C550I 55 PPM COLOR MFP			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5013	PC-416 PAPER FEED CABINET 2500-SH			
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT FOR FS-534/FS-536			
1	A0PD11T	LK-105 V4 I-OPTION SEARCHABLE PDF			
1	D5133NTKM	ESP POWER FILTER 120V/15A BASIC			
1	ACCJWY1	KP-102 KEYPAD (10" PANEL)			
1	A0W4WY3	WT-506 WORKING TABLE			
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
1	7640021474	BIZHUB SECURE PLATINUM FOR ONER			
1	7640020486	KMPF LEASE RETURN 1ST UNIT??			
1	AA7P011	BIZHUB C550I 55 PPM COLOR MFP			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5013	PC-416 PAPER FEED CABINET 2500-SH			
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT FOR FS-534/FS-536			
1	A0PD11T	LK-105 V4 I-OPTION SEARCHABLE PDF			
1	D5133NTKM	ESP POWER FILTER 120V/15A BASIC			
1	ACCJWY1	KP-102 KEYPAD (10" PANEL)			
1	A0W4WY3	WT-506 WORKING TABLE			
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
1	7640021474	BIZHUB SECURE PLATINUM FOR ONER			
1	7640020486	KMPF LEASE RETURN 1ST UNIT??			

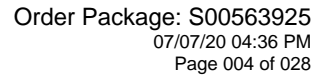
Pick-Up		
QTY	MATERIAL #	SERIAL NUMBER
1	A79K011	BIZHUB C558
1	A79K011	BIZHUB C558
1	A79K011	BIZHUB C558
1	A79J013	BIZHUB C658 (15A)
1	A79J013	BIZHUB C658 (15A)
1	A79J013	BIZHUB C658 (15A)



INVOICE TO    Account #				SOLD TO    Account # SO 0000682273				SHIP TO    Account #			
Legal Name    KONICA MINOLTA PREMIER FINANCE				Legal Name    CITY OF DES PLAINES				Legal Name    CITY OF DES PLAINES			
Attn Line 1				Attn Line 1				Attn Line 1 ROMEO SORA			
Attn Line 2				Attn Line 2				Attn Line 2			
Street Address    1961 HIRST DR				Street Address    1420 MINER ST				Street Address    1420 MINER ST			
City    MOBERLY		State    MO    Zip    65270		City    DES PLAINES		State    IL    Zip    60016-4484		City    DES PLAINES		State    IL    Zip    60016	

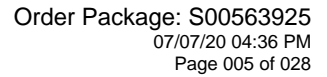
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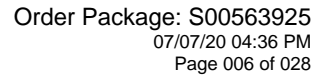
INVOICE TO    Account #				SOLD TO    Account # SO 0000682273				SHIP TO    Account #			
Legal Name    KONICA MINOLTA PREMIER FINANCE				Legal Name    CITY OF DES PLAINES				Legal Name    CITY OF DES PLAINES			
Attn Line 1				Attn Line 1				Attn Line 1 ROMEO SORA			
Attn Line 2				Attn Line 2				Attn Line 2			
Street Address    1961 HIRST DR				Street Address    1420 MINER ST				Street Address    1420 MINER ST			
City    MOBERLY		State    MO    Zip    65270		City    DES PLAINES		State    IL    Zip    60016-4484		City    DES PLAINES		State    IL    Zip    60016	

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INVOICE TO   Account #				SOLD TO   Account # SO 0000682273				SHIP TO   Account #			
Legal Name   KONICA MINOLTA PREMIER FINANCE				Legal Name   CITY OF DES PLAINES				Legal Name   CITY OF DES PLAINES			
Attn Line 1				Attn Line 1				Attn Line 1 ROMEO SORA			
Attn Line 2				Attn Line 2				Attn Line 2			
Street Address   1961 HIRST DR				Street Address   1420 MINER ST				Street Address   1420 MINER ST			
City   MOBERLY		State   MO   Zip   65270		City   DES PLAINES		State   IL   Zip   60016-4484		City   DES PLAINES		State   IL   Zip   60016	

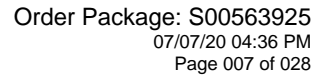
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INVOICE TO    Account #				SOLD TO    Account # SO 0000682273				SHIP TO    Account #			
Legal Name    KONICA MINOLTA PREMIER FINANCE				Legal Name    CITY OF DES PLAINES				Legal Name    CITY OF DES PLAINES			
Attn Line 1				Attn Line 1				Attn Line 1 ROMEO SORA			
Attn Line 2				Attn Line 2				Attn Line 2			
Street Address    1961 HIRST DR				Street Address    1420 MINER ST				Street Address    1420 MINER ST			
City    MOBERLY		State    MO    Zip    65270		City    DES PLAINES		State    IL    Zip    60016-4484		City    DES PLAINES		State    IL    Zip    60016	

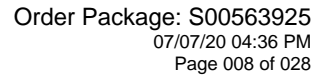
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INVOICE TO    Account #				SOLD TO    Account # SO 0000682273				SHIP TO    Account #			
Legal Name    KONICA MINOLTA PREMIER FINANCE				Legal Name    CITY OF DES PLAINES				Legal Name    CITY OF DES PLAINES			
Attn Line 1				Attn Line 1				Attn Line 1 ROMEO SORA			
Attn Line 2				Attn Line 2				Attn Line 2			
Street Address    1961 HIRST DR				Street Address    1420 MINER ST				Street Address    1420 MINER ST			
City    MOBERLY		State    MO    Zip    65270		City    DES PLAINES		State    IL    Zip    60016-4484		City    DES PLAINES		State    IL    Zip    60016	

[illegible]



## Order Agreement Additional Comments

### Comments

INCLUDES UPGRADE, FOR LEASE 450-7808492-029, TO LEASE COMPANY WELLS FARGO  
INCLUDES UPGRADE, FOR LEASE 450-7808492-025, TO LEASE COMPANY WELLS FARGO  
INCLUDES UPGRADE, FOR LEASE 450-7808492-031, TO LEASE COMPANY WELLS FARGO  
INCLUDES UPGRADE, FOR LEASE 450-7808492-030, TO LEASE COMPANY WELLS FARGO  
INCLUDES UPGRADE, FOR LEASE 450-7808492-022, TO LEASE COMPANY WELLS FARGO  
INCLUDES UPGRADE, FOR LEASE 450-7808492-016, TO LEASE COMPANY WELLS FARGO

# Order Agreement

Check Applicable Box
☐ Purchase

☒ Lease

☐ Other:

<b>INVOICE TO</b> Account #		<b>SOLD TO</b> Account # SO 0000682273		<b>SHIP TO</b> Account #	
Legal Name KONICA MINOLTA PREMIER FINANCE		Legal Name CITY OF DES PLAINES		Legal Name CITY OF DES PLAINES	
Attn Line 1		Attn Line 1		Attn Line 1 ROMEO SORA	
Attn Line 2		Attn Line 2		Attn Line 2	
Street Address 1961 HIRST DR		Street Address 1420 MINER ST		Street Address 405 S RIVER RD	
City MOBERLY State MO Zip 65270		City DES PLAINES State IL Zip 60016-4484		City DES PLAINES State IL Zip 60016	
Tax Exempt <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)		Tax Exempt # E99981793			
P.O. Required <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)		P.O. #		P.O. Expiration Date	
<b>Payment Terms:</b> SEE LEASE		<input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ _____ Contact Name: _____ Phone: _____		<b>Check #</b> <b>Amount</b>	

<b>Requested Delivery Date:</b> SEE ATTACHED	<b>Maintenance Contract</b> <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Declined
--	--

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	AA7P011	BIZHUB C550I 55 PPM COLOR MFP *			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5013	PC-416 PAPER FEED CABINET 2500-SH			
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT FOR FS-534/FS-536			
1	A0PD11T	LK-105 V4 I-OPTION SEARCHABLE PDF			
1	D5133NTKM	ESP POWER FILTER 120V/15A BASIC			
1	ACCJWY1	KP-102 KEYPAD (10" PANEL)			
1	A0W4WY3	WT-506 WORKING TABLE			
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
1	7640021474	BIZHUB SECURE PLATINUM FOR ONER			
1	AA7P011	BIZHUB C550I 55 PPM COLOR MFP *			

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED
1	ACV1430	TN626C CYAN TONER (YIELD: 28K)	N/A	
1	ACV1130	TN626K BLACK TONER (YIELD: 28K)	N/A	
1	ACV1330	TN626M MAGENTA TONER (YIELD: 28K)	N/A	
1	ACV1230	TN626Y YELLOW TONER (YIELD: 28K)	N/A	
1	ACV1430	TN626C CYAN TONER (YIELD: 28K)	N/A	
1	ACV1130	TN626K BLACK TONER (YIELD: 28K)	N/A	

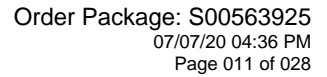
<b>ADDITIONAL CHARGES</b>		Additional Charges _____
<input type="checkbox"/> Network _____ <input type="checkbox"/> Removal _____ <input type="checkbox"/> Other _____		<b>TOTAL</b> (TOTAL is exclusive of applicable taxes)

<b>PICK-UP</b>	<b>Requested Removal Date:</b> 09/08/2020
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QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER
1	A79K011	BIZHUB C558	A79K011008691
1	A79K011	BIZHUB C558	A79K011008100

## COMMENTS

INCLUDES UPGRADE, FOR LEASE 450-7808492-026, TO LEASE COMPANY WELLS FARGO  
 INCLUDES UPGRADE, FOR LEASE 450-7808492-027, TO LEASE COMPANY WELLS FARGO



INVOICE TO    Account #				SOLD TO    Account # SO 0000682273				SHIP TO    Account #			
Legal Name   KONICA MINOLTA PREMIER FINANCE				Legal Name   CITY OF DES PLAINES				Legal Name   CITY OF DES PLAINES			
Attn Line 1				Attn Line 1				Attn Line 1 ROMEO SORA			
Attn Line 2				Attn Line 2				Attn Line 2			
Street Address   1961 HIRST DR				Street Address   1420 MINER ST				Street Address   405 S RIVER RD			
City   MOBERLY		State   MO    Zip   65270		City   DES PLAINES		State   IL    Zip   60016-4484		City   DES PLAINES		State   IL    Zip   60016	

[illegible]

# Order Agreement

Check Applicable Box

☐ Purchase

☒ Lease

☐ Other:

<b>INVOICE TO</b> Account #		<b>SOLD TO</b> Account # SO 0000682273		<b>SHIP TO</b> Account #	
Legal Name KONICA MINOLTA PREMIER FINANCE		Legal Name CITY OF DES PLAINES		Legal Name CITY OF DES PLAINES	
Attn Line 1		Attn Line 1		Attn Line 1 ROMEO SORA	
Attn Line 2		Attn Line 2		Attn Line 2	
Street Address 1961 HIRST DR		Street Address 1420 MINER ST		Street Address 1111 JOSEPH SCHWAB RD	
City MOBERLY State MO Zip 65270		City DES PLAINES State IL Zip 60016-4484		City DES PLAINES State IL Zip 60016	
Tax Exempt <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)		Tax Exempt # E99981793		P.O. Expiration Date	
P.O. Required <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)		P.O. #		P.O. Expiration Date	
<b>Payment Terms:</b> SEE LEASE		<input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ _____ Contact Name: _____ Phone: _____		<b>Check #</b> <b>Amount</b>	

**Requested Delivery Date:** SEE ATTACHED

**Maintenance Contract**
☒ Accepted ☐ Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	AA7P011	BIZHUB C550I 55 PPM COLOR MFP			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5013	PC-416 PAPER FEED CABINET 2500-SH			
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT FOR FS-534/FS-536			
1	A0PD11T	LK-105 V4 I-OPTION SEARCHABLE PDF			
1	D5133NTKM	ESP POWER FILTER 120V/15A BASIC			
1	ACCJWY1	KP-102 KEYPAD (10" PANEL)			
1	A0W4WY3	WT-506 WORKING TABLE			
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
1	7640021474	BIZHUB SECURE PLATINUM FOR ONER			
1	7640020486	KMPF LEASE RETURN 1ST UNIT??			
QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED	
1	ACV1430	TN626C CYAN TONER (YIELD: 28K)	N/A		
1	ACV1130	TN626K BLACK TONER (YIELD: 28K)	N/A		
1	ACV1330	TN626M MAGENTA TONER (YIELD: 28K)	N/A		
1	ACV1230	TN626Y YELLOW TONER (YIELD: 28K)	N/A		
			N/A		
			N/A		

**ADDITIONAL CHARGES**
☐ Network ☐ Removal ☐ Other

Additional Charges

**TOTAL**

(TOTAL is exclusive of applicable taxes)

**PICK-UP**
**Requested Removal Date:** 09/08/2020

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER
1	A79K011	BIZHUB C558	A79K011007816

**COMMENTS**

INCLUDES UPGRADE, FOR LEASE 450-7808492-028, TO LEASE COMPANY WELLS FARGO

## Demonstration/Used Machine Disclosure

Company Name: CITY OF DES PLAINES

By signing the "Order Package Acceptance Agreement" in this Order Package, the customer acknowledges the Customer's understanding that the equipment identified below by KMBS Model/Serial Number has been previously used as indicated by the associated Status and Copy Count values.

Equipment				
Model	Serial	Black/White Copy Count	Color Copy Count	Status
C558 Refurb	A79K011008100	39,685	50,194	Sold and refurbished for resale
C558 Refurb	A79K011008655	11,983	25,000	Sold and refurbished for resale
C558 Refurb	A79K011008691	72,255	97,000	Sold and refurbished for resale

## Equipment Removal Authorization

Customer: CITY OF DES PLAINESPick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008600</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

☐ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☒ **Lease Company Owned Asset:**Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492017

- ☒ **Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- ☐ **Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: \_\_\_\_\_

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:



## Equipment Removal Authorization

Customer: CITY OF DES PLAINESPick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008634</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

☐ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☒ **Lease Company Owned Asset:**Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492019

- ☒ **Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- ☐ **Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: \_\_\_\_\_

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

## Equipment Removal Authorization

Customer: CITY OF DES PLAINESPick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008645</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

☐ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☒ **Lease Company Owned Asset:**Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492020

- ☒ **Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- ☐ **Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: \_\_\_\_\_

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

## Equipment Removal Authorization

Customer: CITY OF DES PLAINESPick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008621</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

☐ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☒ **Lease Company Owned Asset:**Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492018

- ☒ **Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- ☐ **Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: \_\_\_\_\_

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

## Equipment Removal Authorization

Customer: CITY OF DES PLAINESPick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008609</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

☐ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☒ **Lease Company Owned Asset:**Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492021

- ☒ **Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- ☐ **Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: \_\_\_\_\_

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

## Equipment Removal Authorization

Customer: CITY OF DES PLAINES

Pick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008573</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

☐ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☒ **Lease Company Owned Asset:**

Lease Company Name: WELLS FARGO VENDOR FINANCIAL      Lease #: 7808492029

- ☒ **Upgrade to Return**      KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- ☐ **Upgrade to Keep**      KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **Buyout to Keep**      KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **End of Lease Return**      Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: \_\_\_\_\_

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

## Equipment Removal Authorization

Customer: CITY OF DES PLAINESPick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008530</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

☐ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☒ **Lease Company Owned Asset:**Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492025

- ☒ **Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- ☐ **Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: \_\_\_\_\_

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

## Equipment Removal Authorization

Customer: CITY OF DES PLAINES

Pick Up Address: CITY OF DES PLAINES, 405 S RIVER RD, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008691</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

☐ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☒ **Lease Company Owned Asset:**

Lease Company Name: WELLS FARGO VENDOR FINANCIAL      Lease #: 7808492026

- |  |  |
|--|--|
| <input type="checkbox"/> <b>Upgrade to Return</b>          | KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.  |
| <input checked="" type="checkbox"/> <b>Upgrade to Keep</b> | KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.   |
| <input type="checkbox"/> <b>Buyout to Keep</b>             | KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.   |
| <input type="checkbox"/> <b>End of Lease Return</b>        | Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS. |

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: \_\_\_\_\_

**End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.**

**Comments:**

THIS DEVICE WILL BE MOVED TO CITY HALL, 1420 MINER ST, FINANCE DEPARTMENT BACK AREA.  
**Company owned asset**

## Equipment Removal Authorization

Customer: CITY OF DES PLAINESPick Up Address: CITY OF DES PLAINES, 405 S RIVER RD, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008100</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

☐ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☒ **Lease Company Owned Asset:**Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492027

- ☐ **Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- ☒ **Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: \_\_\_\_\_

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

**Comments:**

THIS DEVICE WILL BE MOVED TO CITY HALL, 1420 MINER ST, BASEMENT EMA.  
**Company owned asset**



## Equipment Removal Authorization

Customer: CITY OF DES PLAINESPick Up Address: CITY OF DES PLAINES, 1111 JOSEPH SCHWAB RD, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011007816</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

☐ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☒ **Lease Company Owned Asset:**Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492028

- ☒ **Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- ☐ **Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: \_\_\_\_\_

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

## Equipment Removal Authorization

Customer: CITY OF DES PLAINES

Pick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008655</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

☐ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☒ **Lease Company Owned Asset:**

Lease Company Name: WELLS FARGO VENDOR FINANCIAL      Lease #: 7808492031

- |  |  |
|--|--|
| <input type="checkbox"/> <b>Upgrade to Return</b>          | KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.  |
| <input checked="" type="checkbox"/> <b>Upgrade to Keep</b> | KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.   |
| <input type="checkbox"/> <b>Buyout to Keep</b>             | KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.   |
| <input type="checkbox"/> <b>End of Lease Return</b>        | Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS. |

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: \_\_\_\_\_

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

**Comments:**

THIS DEVICE WILL BE MOVED TO THE ~~FINANCE DEPARTMENT~~ REPLACING C654E (A2X1017005532). Moved to the fourth floor media room.  
**Company owned asset**

## Equipment Removal Authorization

Customer: CITY OF DES PLAINES

Pick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C658</u>	Model: <u>BIZHUB C658 (15A)</u>	Serial Number: <u>A79J013000858</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

☐ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☒ **Lease Company Owned Asset:**

Lease Company Name: WELLS FARGO VENDOR FINANCIAL      Lease #: 7808492030

- ☒ **Upgrade to Return**      KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- ☐ **Upgrade to Keep**      KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **Buyout to Keep**      KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **End of Lease Return**      Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: \_\_\_\_\_

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

## Equipment Removal Authorization

Customer: CITY OF DES PLAINESPick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C658</u>	Model: <u>BIZHUB C658 (15A)</u>	Serial Number: <u>A79J013000847</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

☐ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☒ **Lease Company Owned Asset:**Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492022

- ☒ **Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- ☐ **Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: \_\_\_\_\_

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

## Equipment Removal Authorization

Customer: CITY OF DES PLAINESPick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C658</u>	Model: <u>BIZHUB C658 (15A)</u>	Serial Number: <u>A79J013000816</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

☐ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☒ **Lease Company Owned Asset:**Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492016

- ☒ **Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- ☐ **Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- ☐ **End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: \_\_\_\_\_

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: December 21, 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: 2022 Annual Water Meter Purchase

---

**Issue:** Annually, the Water Division purchases water meters with automated reading technology for the meter replacement program. The approved 2022 budget amount for the purchase and installation of water meters is \$731,400.

**Analysis:** The City maintains a program that standardizes all City water meters using Sensus smart metering devices. Utilizing Sensus meters exclusively helps reduce the number and type of replacement parts we need to keep in stock. The meter reading system is in place and Public Works has actively been replacing water meters throughout the City. In 2012, Council authorized us to enter into an agreement with the local Sensus distributor, HD Supply Waterworks, Ltd., for the purchase and implementation of a fixed base meter reading system and associated water meters. To date, 16,140 of the City's approximately 16,700 water meters have been replaced with the new fixed-base reading technology.

On August 1, 2017, HD Supply Waterworks, Ltd. divested from its parent company and changed its name to Core & Main, LP. Since that time, they have provided a proposal for the water meter installations using their Sensus authorized installation contractor, United Meter, Inc. United Meter has performed water meter installations for many municipalities including Wheeling, Morton Grove and Des Plaines. This service would be used on as-needed basis, depending on the complexity and size of the meter being replaced.

**Recommendation:** We recommend the purchase of the Sensus water meters and installation services on an as-needed basis from their authorized distributor, Core & Main, LP, 220 South Westgate Drive, Carol Stream, Illinois 60188 in the amount of \$731,400. Source of funding will be the Water System Fund, Miscellaneous Contractual Services (500-00-550-6195) in the amount of \$150,000, R&M Software (500-00-550-6300) in the amount of \$31,400 and Water Meters (500-00-550-7070.070) in the amount of \$550,000.

**Attachments:**

Resolution R-3-22  
Exhibit A - Agreement

**CITY OF DES PLAINES**

**RESOLUTION R - 3 - 22**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
CORE & MAIN, LP FOR THE PURCHASE AND  
INSTALLATION OF SENSUS WATER METERS.**

**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**, since 2012, the City has been in the process of standardizing all City water meters using Sensus metering devices ("**Water Meters**"), certain automated meter reading equipment, and repair parts (collectively, the "**Water Meter Equipment**") in an effort to reduce the replacement part inventory that the City must retain in stock (collectively, "**Project**"); and

**WHEREAS**, pursuant to Chapter 10 of Title 1 of the City Code of Des Plaines and the City purchasing policy, the City has determined that the purchase of the Water Meters and Water Meter Equipment does not require competitive bidding because the Water Meters and Water Meter Equipment are only available from Core & Main, LP ("**Vendor**"), a sole source provider; and

**WHEREAS**, the City has obtained the Water Meters, Water Meter Equipment, and installation services from Vendor since the beginning of the Project and has been satisfied with Vendor's products and services; and

**WHEREAS**, the City desires to enter into an agreement ("**Agreement**") with Vendor to purchase additional Water Meters and Water Meter Equipment and procure Water Meter Equipment installation services from Vendor in the not-to-exceed amount of \$731,400; and

**WHEREAS**, the City has appropriated sufficient funds in the Water System, R&M Software, and Water Meter Funds for use by the Department of Public Works and Engineering for the purchase and installation of the Water Meters and the Water Meter Equipment; and

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

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

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

**SECTION 2: WAIVER OF COMPETITIVE BIDDING.** The requirement that competitive bids be solicited for the purchase and installation of the Water Meters and Water Meter Equipment 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 final form approved by the General Counsel.

**SECTION 4: AUTHORIZATION OF TO EXECUTE AGREEMENT.** The City Council hereby authorizes and directs the City Manager and City Clerk to execute and seal, 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 Vendor; provided, however, that if the City Clerk does not receive such executed copies of the Agreement from Vendor 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 \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

ATTEST:

Approved as to form:

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

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



CITY OF DES PLAINES  
Revision and Renewal of  
Master Project Agreement

Dated \_\_\_\_\_, 20\_\_\_\_

Core & Main LP  
220 South Westgate  
Carol Stream, IL 60188

Agreement Number \_\_\_\_\_

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## APPENDICES

Appendix A – Procurement, Installation, and Management Contract

Exhibit A-1 – Material Procurement Summary For Installation Contract

Exhibit A-2 – Scope of Work

Exhibit A-3 – Acceptance Certificate

Appendix B – Sensus Advanced Metering Infrastructure (AMI) Agreement

Appendix C – Reserved

Appendix D – Warranty

Exhibit D-1 – Manufacturers’ Warranties

## **Revision and Renewal of Master Project Agreement**

**This Revision and Renewal of Master Project Agreement** (as hereinafter defined, this “Agreement”) dated as of \_\_\_\_\_ between Core & Main LP (as hereinafter defined, “Core & Main”), a limited partnership, and City of Des Plaines (as hereinafter defined, “Client”).

**1. Purpose and Scope.** The Agreement is a Master Project Agreement to provide certain Work to Client. Core & Main agrees to undertake the necessary Work as specified in this Agreement, and Client agrees to take all actions that are identified in this Agreement and to pay Core & Main in the manner contemplated by this Agreement. This Agreement consists of the text set forth herein and the text set forth in each Appendix to this Agreement that is executed and delivered by the Parties. The Appendices checked below are the only Appendices that have been executed and delivered by the Parties as part of this Agreement (provided, however, that Exhibits that are part of a stated Appendix also shall be part of this Agreement):

☒ Appendix A--Procurement, Installation and Management Contract

☒ Appendix B--Sensus Advanced Metering Infrastructure (AMI) Agreement

☐ Appendix C--Reserved

☒ Appendix D--Warranty

**2. Definitions and Terminology.** When used in this Agreement or in any of its attachments, the following capitalized terms shall have the respective meanings as follows:

“Agreement” shall mean this Master Project Agreement, to include all Appendices and Exhibits that are checked in Section 1 above.

“AWWA” shall mean the American Water Works Association.

“AMR” shall mean Automatic Meter Reading.

“Client” shall mean City of Des Plaines together with its successors.

“Core & Main” shall mean Core & Main LP, a limited partnership, together with its successors.

“Factory Installation Recommendation” shall mean guidelines for installation procedures given by the manufacturer of the equipment.

“Financing Contract” shall mean any separate financing agreement that may be executed and delivered by the Parties as contemplated by Appendix C to this Agreement, but only to the

extent that Section 1 of this Agreement shall indicate that Appendix C applies to this Agreement. No Financing Contract delivered pursuant to this Agreement shall constitute a part of this Agreement, and this Agreement does not constitute a part of any Financing Contract executed and delivered by the Parties.

“Force Majeure” shall mean conditions beyond the reasonable control, or not the result of willful misconduct or negligence of the Party, including, without limitation acts of God, storms, extraordinary weather, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of Project Materials and Supplies, and unavailability of fuel.

“Hazardous Materials” are any materials, substances, chemicals, and wastes recognized as hazardous or toxic (or other interchangeable terms of equal meaning) under applicable laws, regulations, rules, ordinances, and any governmental or authoritative body having jurisdiction over the execution of this Agreement and its attachments.

“Installation Contract” shall mean the Procurement, Installation, and Management Contract attached to this Agreement as Appendix A, but only to the extent that the Parties have executed and delivered such Appendix A.

“Manufacturer Defect” shall mean any fault or defect in materials or workmanship that manifests itself during the Warranty Period and is covered by the manufacturer’s warranty.

“Manufacturer’s Warranty Period” shall have the meaning set forth in Appendix D to this Agreement.

“Party” shall mean either Core & Main LP or Client.

“Project” shall mean the work to be performed by Core & Main or its subcontractors as described in this Agreement.

“Project Materials and Supplies” shall mean the materials and equipment specified in Appendix A.

“RF” shall be interchangeable with the term Radio Frequency.

“State” shall mean the State of Illinois in which Client is located.

“Third Party” shall mean a person or entity other than Client or Core & Main.

“Utility Service Area” shall mean the geographic area where the Project will be installed and the Work (and, if applicable, the Services) will be performed. This geographic area shall be specifically defined as any service actively identified for change during the system audit and any other geographic areas including Client’s system that Core & Main LP, in its discretion, shall approve in writing for inclusion in the Utility Service Area.

“Warranty Period” shall have the meaning set forth in Appendix D to this Agreement.

“Work” shall mean all work required for the completion of Core & Main’s obligations under this Agreement, including, to the extent that the Parties execute and deliver the Installation Contract attached hereto as Appendix A, the Work contemplated by the Installation Contract.

**3. Term.** The Term of this Agreement shall begin on the commencement date as listed in the opening paragraph and, unless earlier terminated in the manner contemplated by this Agreement, shall expire December 31, 2022. Notwithstanding the foregoing, the Client may terminate this Agreement and the Services and Work described herein by giving Core & Main 90 days prior written notice of its termination of this Agreement. In the event of termination by Client as aforesaid, Core & Main will make commercially reasonable efforts to cancel existing orders and mitigate losses resulting from termination; provide notice of termination to its material suppliers and subcontractors; and refrain from placing any additional orders for materials or services. In the event of termination, Client shall be responsible for special order materials, materials not returnable to the manufacturer for credit, and applicable restocking fees.

**4. Core & Main’s Responsibility.** Core & Main shall provide Services, supply Project Materials and Supplies, and do all other Work as described in this Agreement. Without limiting the generality of the foregoing, Core & Main shall maintain supervision and be liable for any and all negligent or intentional acts, errors, or omissions of all its subcontractors. Any Work beyond the scope of the Work agreed to herein shall not be considered as part of this Agreement. There shall be no implied or verbal agreements between the Parties relating to the subject matter of this Agreement.

**5. Client’s Responsibility.** Client shall be responsible for cooperating with Core & Main, providing accurate information in a timely manner, and making payment in a timely manner for Work performed, Project Materials and Supplies furnished, or Services rendered. Client shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to Core & Main and its subcontractors, and will have the authority to make decisions on behalf of Client. Client shall provide to Core & Main and its subcontractors all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement and the Project. Client shall be required to give prompt notice should it become aware of any fault or defect in the Project.

**6. Default of Client.** The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to Core & Main in accordance with the terms of this Agreement; (b) any representation or warranty provided by Client that proves to be materially false or misleading when made and is intentionally made; (c) any material failure of Client to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure period specified in this Agreement. If an event of Default by Client occurs, Core & Main will exercise any and all remedies available to it under this Agreement.

**7. Default of Core & Main.** The following events shall be considered events of default on the part of Core & Main: (a) failure of Core & Main to provide adequate personnel, equipment, and supplies in accordance with the provisions and specifications of this Agreement, (b) any failure to promptly re-perform, within a reasonable time, Work or Services that properly were rejected as defective or nonconforming, (c) the failure of Core & Main to deliver its Work and Services free and clear of any lien or encumbrance by any subcontractor, laborer, materialman,

or other creditor of Core & Main, (d) any representation or warranty (other than a warranty as contemplated by Section 10 of this Agreement) provided by Core & Main proves to be materially false or misleading when made, (e) any material failure of Core & Main to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure period specified in this Agreement. In the event of default by Core & Main, Client may exercise any and all remedies available to it under this Agreement.

**8. Insolvency.** In the event that either Party becomes insolvent or makes an assignment for the benefit of creditors or is adjudicated bankrupt or admits in writing that it is unable to pay its debts, or should any proceedings be instituted under any state or Federal Law for relief of debtors or for the appointment of a receiver, trustee, or liquidator of either Party, or should voluntary petition in bankruptcy or a reorganization or any adjudication of either Party as an insolvent or a bankrupt be filed, or should an attachment be levied upon either Party's equipment and not removed within five (5) days therefrom, then upon the occurrence of any such event, the other Party shall thereupon have the right to cancel this Agreement and to terminate immediately all work hereunder without further obligation.

**9. Taxes, Permits, and Fees.** Core & Main shall be responsible for obtaining all permits and related permit fees associated with the Project. Client shall pay sales, use, consumer, and like taxes, if so required by law. Client shall be responsible for securing at its sole expense any other necessary approvals, easements, assessments, or required zoning changes. Core & Main shall be responsible for all taxes measured by Core & Main's income.

**10. Warranty, Representation and Certification.** Core & Main represents and certifies that the Work shall be performed in accordance with the standards of care and diligence practiced by recognized firms in Core & Main's industry in performing Work 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, which are hereby reserved unto the Client. In addition, the warranty provided by Core & Main and the manufacturer on Project Materials and Supplies, Work, and Services shall be as set forth in Appendix D.

**11. Indemnity.** Subject to Sections 13 and 14 of this Agreement, Core & Main shall indemnify Client and Client's officials, officers, and employees against: (a) all actual and direct damages, liability, claims, losses, and expenses (including reasonable attorneys' fees) to the extent arising out of or in connection with Core & Main's, and/or subcontractors or material men hired by Core & Main, negligent performance of, or negligent failure to perform, the Work or any part thereof, or any negligent failure to meet the representations and certifications expressed in this Agreement; (b) all claims for payment of subcontractors or material men hired by Core & Main for Work relating to the Project. Core & Main and Client agree that Core & Main is responsible only for damages that result from the negligent or intentional acts, errors, or omissions of Core & Main or its subcontractors. Core & Main's indemnity obligation does not extend to warranty claims.

**12. Safety.** Core & Main shall have the primary responsibility for the supervision, initiation, and maintaining all safety precautions and programs necessary to complete its Work associated with the Project. Core & Main agrees to comply with all applicable regulations,

ordinances, and laws relating to safety. It shall be the responsibility of Client, however, to assure that the sites controlled by Client at which Core & Main is expected to do its Work are safe sites.

**13. Liability and Force Majeure.** Neither Core & Main nor Client shall be responsible to each other for any indirect or consequential damages resulting in any form from the Project. Neither Core & Main nor Client shall be responsible to each other for injury, loss, damage, or delay that arise from Force Majeure. Core & Main shall not be responsible for any equipment or supplies other than Project Equipment and Supplies.

**14. Insurance.** During the Term of this Agreement Core & Main shall maintain and shall assure that its subcontractors maintain insurance as follows:

- (a) Workers' compensation insurance (or self-insurance) in accordance with applicable law;
- (b) Comprehensive general liability insurance of at least 1 million dollars in coverage;
- (c) Motor vehicle liability insurance of at least \$500,000 in coverage.

Such coverage may be provided under primary and excess policies. At the request of Client, Core & Main shall provide or cause its subcontractor to provide to Client a certificate of insurance with respect to such policies.

**15. Hazardous Materials.** The Project and the Work expressly excludes any Work or Services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that Core & Main shall be required to perform work that in any way will affect Core & Main's ability to complete the Project. If Core & Main is made aware or suspects the presence of Hazardous Materials, Core & Main reserves the right to stop work in the affected area and shall immediately notify Client. It shall remain Client's responsibility to correct the condition to comply with local and federal standards and regulations. Client shall remain responsible for any Claims that result from the presence of the Hazardous Materials.

**16. Cleanup.** Core & Main will be responsible for keeping the Project area free from the accumulation of waste materials or trash that result from the Project-related Work. Upon completion of the initial Project-related Work, Core & Main will remove all waste materials, trash, tools, construction equipment and supplies, and shall remove all surplus materials associated with the Project. When disposing of waste materials and trash, Core & Main shall be responsible for all costs and compliance with laws, regulations and ordinances.

**17. Delays and Access.** If conditions arise that delay the commencement, completion, or servicing of the Project as a consequence of Force Majeure or failure of Client to perform its obligation that prevents Core & Main or its agents from performing work, then Core & Main will notify Client in writing of the existence of delay and the nature of the delay. Client and Core & Main will then mutually agree upon any new completion dates, disbursement terms, and payment terms for the Work contemplated by this Agreement. Nothing in the foregoing sentence shall be



deemed to relieve Client from its obligation to provide Core & Main and its subcontractors reasonable and safe access to facilities that are necessary for Core & Main to complete the Work.

**18. Quality of Materials.** Core & Main will use the Project Materials and Supplies specified in Appendix A. Where brand names and part numbers are specified Core & Main will use the items listed in Appendix A unless specified items are unavailable or discontinued. In this instance Core & Main will work with Client to choose a substitute that is of the same or better quality. Where brand names are not specified, Core & Main will choose Project Materials and Supplies that are within industry norms and standards. Should Client require Project Materials and Supplies with specific requirements, Client should make these specifications known in a timely manner. Core & Main can use Client-furnished or Client-specific materials; however, Client will need to provide them or pay the difference in price and labor should any exist. Examples of Client specific requirements include but are not limited to country or state of origin, union manufactured, specific brand, or manufacturing process.

**19. Reserved.**

**20. Legal Governance.** The laws of the State of Illinois shall govern this Agreement and the relationship of the Parties contemplated hereby.

**21. Dispute Resolution.**

(a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject oath dispute and the relief requested. The recipient of such notice will respond in writing within five business days from receipt with a statement of its position on, and recommended solution to, the dispute.

(b) The Parties further agree that in the event any dispute between them relating to this Agreement is not resolved under Section 21(a) exclusive jurisdiction shall be in the trial courts located within the county of the State in which Client has its principal office, any objections as to jurisdiction or venue in such court being expressly waived.

(c) All Issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Illinois or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State of Illinois.

**22. Assignability.** Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

**23. Notices.** All notices and communications related to this Agreement shall be made in following address:

If to Client:

City of Des Plaines  
1420 Miner Street

Des Plaines, IL 60016  
Attn: City Manager

If to Core & Main:

Core & Main LP  
220 South Westgate Dr.  
Carol Stream, IL 60188  
Attn: Tom Whalls

**24. Binding Effect.** Each of Client and Core & Main represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement of such Party enforceable against such Party in accordance with its terms.

**25. Modifications.** This Agreement shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed and agreed to by both Core & Main and Client.

**26. Severability.** Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

**27. Purchase Order.** This Section 27 [ ] shall be applicable, or [ ] shall not be applicable (mark as appropriate). If this section is applicable the Contract Number\_\_\_\_\_ will serve as the initial Purchase Order Number and each additional order as necessary to supply the described materials listed in Exhibit A-1 will follow by adding a 1 sequentially (the next PO shall be \_\_\_\_\_).

If this clause is not applicable, the Client will provide a purchase order for each purchase, said purchase order is attached as required. Project delays resulting from the failure to release a purchase order will be deemed to be not the fault of the Contractor.

**28. Relationship of Parties.** Core & Main shall act as an independent contractor in providing and performing the Work. Nothing in, or 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 Client and Core & Main; or (2) to create any relationship between the Client and any subcontractor of Core & Main.

**29. Conflict of Interest.** Core & Main represents and certifies that, to the best of its knowledge: (1) no elected or appointed Client official, employee or agent has a personal financial interest in the business of the Core & Main or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Core & Main nor any person employed or associated with Core & Main has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Core & Main nor any person employed by or associated with Core & Main 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.

**30. No Collusion.** Core & Main represents and certifies that Core & Main 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 Core & Main 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.* Core & Main represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Client 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 Core & Main has, in procuring this Agreement, colluded with any other person, firm, or corporation, then Core & Main shall be liable to the Client for all loss or damage that the Client may suffer, and this Agreement shall, at the Client's option, be null and void.

**31. 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 Client.

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

**33. Waiver.** Neither the Client nor Core & Main 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 Client or Core & Main 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 Client's or Core & Main's right to enforce such rights or any other rights.

**34. Privacy.** The Privacy Policy of Core & Main may be accessed at the following URL: [http://hdswaterworks.com/~media/WW/wateworks\\_hdsupply\\_com/Privacy/CoreMain-PrivacyPrivacyNotice.ashx](http://hdswaterworks.com/~media/WW/wateworks_hdsupply_com/Privacy/CoreMain-PrivacyPrivacyNotice.ashx).

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

**CORE & MAIN LP**

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Printed title: \_\_\_\_\_

**CITY OF DES PLAINES**

By: \_\_\_\_\_  
Printed name: Michael G. Bartholomew  
Printed title: City Manager

# Appendix A

## Procurement, Installation, and Management Contract

Provider: Core & Main LP (“Core & Main”)

Client: City of Des Plaines

This Procurement, Installation, and Management Contract (the “Installation Contract”) is an Appendix to the Master Project Agreement of even date herewith (the “Master Agreement”) concerning the Project referenced in the Master Agreement.

**1. Summary of Work.** The Summary of Work for the Project contemplated by the Master Agreement consists of providing Project Materials and Supplies as listed in Exhibit A-1 and installation of a portion of the Project Materials as requested by Client.

Summary of Work:	
Supply and Install	Meters/Smartpoints as requested by the City of Des Plaines

**2. Project Implementation Period.** The Project is scheduled to commence on the date this Agreement is signed and shall conclude on December 31, 2020.

**3. Compensation.** Client agrees to pay Core & Main for the prescribed Project Materials and Supplies and Work as described in Exhibit A-1 and additionally for each supplemental item as proscribed. In addition, Client agrees to pay Core & Main for the Work and Services contemplated by this Installation Contract as set forth in the Master Agreement. Payment terms shall be as follows:

(a) Payment for Project Materials and Supplies. Client will make payment to Core & Main for Project Materials and Supplies within two weeks of the receipt of an invoice for such Project Materials and Supplies (which will be invoiced no more frequently than bi-weekly. No payment shall be made for Project Materials and Supplies, however, until Client shall have issued a related Acceptance Certificate, which Client shall issue promptly following its receipt of Project Materials and Supplies.

(b) Draw Schedule. This Section 3(b) [ ] shall be applicable, or [X] shall not be applicable (mark as appropriate) to this Installation Contract. If this Section 3(b) is applicable, Core & Main shall be entitled to percentage payment for its Work and Services in accordance with the following draw schedule:

Draw Schedule:	
Project Start Date	XX/XX/XXXX
% Complete	XX/XX/XXXX
%	XX/XX/XXXX

%	XX/XX/XXXX
%	XX/XX/XXXX

No payment shall be made, however, until Client shall have issued an Acceptance Certificate with respect to such Work and Services, which Client shall issue promptly based on achievement of the draw schedule milestones set forth above. Core & Main shall be paid for Project Materials and Supplies as set forth in Section 3(a) above.

(c) No Draw Schedule. If the Parties have not agreed to a draw schedule in Section 3(b) above, Client shall pay Core & Main for all Work and for Services as such Work and Services are performed, with Core & Main to bill Client on a bi-weekly basis for all of the foregoing. Client will make payment for all Work and Services performed under this Installation Contract within ten (10) days after receipt of Core & Main's invoice for such Work and Services (which will be invoiced bi-weekly or monthly). No payment shall be made, however, until Client shall have issued an Acceptance Certificate with respect to such Work and Services, which Client shall issue promptly based on achievement of the draw schedule milestones set forth above. Core & Main shall be paid for Project Materials and Supplies as set forth in Section 3(a) above.

#### **4. Installation Responsibilities of Core & Main.**

(a) Project Installation. Core & Main agrees to do the Work, provide the Services, and furnish the Project Materials and Supplies in accordance with Client's specifications that are attached to this Installation Contract during the estimated construction period listed above. Core & Main will be responsible for installing the Project according to manufacturer standards and such local standards, if any, as are attached hereto as are described below:

#### **SEE APPENDIX A-2**

Core & Main will warrant the Project Materials and Supplies, the Work, and any other Services as provided in Section 10 of the Master Agreement. **Client may elect to execute a Service Contract with Core & Main for additional maintenance provisions.**

(b) Water Shutoffs. Core & Main, its agents and subcontractors, will be responsible for shutting off the water to each meter serviced as well as notifying each customer of the water shutoff. Some assistance may be required by Client with the notification of its customers. The Installation team will knock on the doors of residential customers as well as leave notifications on their doors. In the case of large commercial customers such as: schools, hospitals, nursing homes or any other commercial customer, special efforts will be made to ensure minimum disruption to their water needs. In order to prevent any damage from running flush valves or any other plumbing fixtures that are sensitive to water shutoffs, Core & Main will schedule replacements with these commercial customers and will notify the maintenance personnel when turning the water back on at these facilities. Regardless of any effort of Core & Main, ultimate responsibility of any and all fixtures inside buildings will remain the responsibility of the end user and/or Client as detailed in any Service Contract that exists between Client and its Customers.

In the event that the service location lacks a curb stop (or it is defective) or there is a leak, Core & Main or its representative will contact the utility. In this event the Utility will either A) repair the defect themselves and notify Core & Main that the repair has been made or, B) exclude the respective meter change out from project.

(c) Meter Boxes, Vaults, and Roadways. Core & Main, its agents and subcontractors are responsible for repairing any damages to meter boxes, vaults, and roadways that result from the installation of the Project; provided, however, that Core & Main shall not be liable for pre-existing conditions or leaks. Core & Main will install new meter boxes as authorized by the Cities representative, which will be plastic boxes with lids. The Client will retain all existing water meters and materials pulled from the ground during the installation.

(d) Disposal. The Client will be responsible for the disposal of all waste, debris and materials from the installation of the Project.

(e) Liability. Core & Main is responsible for any damages that occur within 3” on either side of the water meter resulting from the Project installation. Any damages incurred within this 6” area will be promptly repaired at the expense of Core & Main. Core & Main is not liable for damages outside the 3” zone, either on the water distribution side or on the customer side incurred from the Project installation including shutoff, temporary outage, and restart of water service. Core & Main is not liable for any pre-existing conditions including leaks, faulty workmanship and materials from previous projects or rust. Should such conditions occur (*i.e.* .leaks) Core & Main may document them and at Client’s written request repair them for a negotiated price.

(f) Data Management. Core & Main or its agents shall be required to acquire certain data as it completes the aforementioned installation work. This data shall include the previous meter reading, the current meter reading, the new meter serial number, the new register serial number and the MIU serial number. This information will be acquired and delivered to the Utility.

(g) Non-Covered Work. Contracted meter change outs contemplate a standard meter change out. In the event that locations exist where conditions exist which require nonstandard work (*i.e.* move a service location, move fences for or other customer structures & items for access, install meters in heavy traffic locations, alleys, parking lots etc.), Core & Main and the Client will discuss pricing and work may proceed from this point or the Client may elect to excuse this work from the project. In any event where safety concerns would cause undue risk to the work Crews.

## **5. Responsibilities of Client during Installation.**

(a) Owner-Furnished Data. Client shall provide Core & Main all technical data in Client’s possession, including previous reports, maps, surveys, and all other information in Client’s possession that Core & Main informs Client’s representative is necessary as it relates to Project. Client shall be responsible for identifying the location of meters. Should Core & Main require assistance in finding the meter location, Client shall locate the meter in a timely manner.

In addition, the Client shall provide a clearly defined list of any meter sites that will be retrofitted with AMR technology, as well as assist in locating and marking these meter sites.

(b) Access to Facilities and Property. Client shall make its system facilities and properties available and accessible for inspection by Core & Main and affiliates. Client shall allow Core & Main permission to store materials at a secure storage location on the Utility property during the tenure of the work.

(c) Client Cooperation. Client support will be required during implementation of this Improvement Measure to obtain access to meter boxes/pits and to coordinate utility interruptions. Client will provide notification in its billing to its customers that Core & Main is performing the designated work and that possible service interruption may result. Client shall cooperate with Core & Main in integrating the Automated Meter Reading route management software with the clients billing and computer system. Any costs associated with changes to the Clients current billing software are not the responsibility of Core & Main. Client shall cooperate with Core & Main with regard to computer firewall access.

(d) Timely Review. That Client through its designated representatives shall examine all invoices, and inspect all completed work by Core & Main in a timely manner. In the event that a Client delay results in the lack of a progress payment disbursement, Core & Main reserves the right to delay further work without penalty until such time as payments are made. Core & Main further reserves all rights and options available to it under the Master Project Agreement.

(e) Utility Assistance. The Utility shall assign dedicated personnel work with Core & Main installation crews to perform duties to include any necessary field repairs such as meter box, curbstop or backflow replacements, etc., marking of meter locations and advance cleanout of meter boxes. In addition, the Client shall provide a clearly defined list of any meter sites that will be retrofitted with AMR technology, as well as assist in locating and marking these meter sites.



**IN WITNESS WHEREOF**, the Parties have executed this Installation Contract as of

\_\_\_\_\_.

**CORE & MAIN LP**

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

Printed name: \_\_\_\_\_

Printed title: \_\_\_\_\_

**CITY OF DES PLAINES**

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

Printed name: Michael G. Bartholomew

Printed title: City Manager

## **EXHIBIT A-1**

### **Material Procurement Summary** **For Installation Contract**

Provider: Core & Main LP (“Core & Main”)

Client: City of Des Plaines

This Material Procurement Summary is an Exhibit to and hence part of the Installation Contract contemplated by the Master Project Agreement (the “Master Agreement”), and it includes all Project Materials and Supplies to be used in connection with the Work contemplated by the Installation Contract and the Master Agreement, as the same will be identified specifically in future invoices generated by Core & Main and attached to each Acceptance Certificate (Exhibit A-3) contained in the Installation Contract. A summary of the Project Materials and Supplies required for the Project is as follows:

See Attached.

\* In the event that City of Des Plaines would like Core & Main to provide additional material or work that is not specified in this contract, Core & Main and City of Des Plaines will mutually agree on an amount before proceeding.



December 10, 2021

City of Des Plaines  
1111 Joseph J. Schwab Road  
Des Plaines, IL 60016

Attn: Mr. Robert Greenfield

Core and Main has provided pricing for the following Sensus water meter material firm through December 31, 2022. I have also included pricing from our authorized Sensus installation contractor, United Meter Inc., if the need arises to assist you in your meter changeouts.

**New 5/8" - 1" iPERL Water Meters**

5/8" Sensus iPERL Water Meter	\$115.00 ea.
3/4" Sensus iPERL Water Meter (9"LL)	\$130.00 ea.
1" Sensus iPERL Water Meter	\$175.00 ea.

**New 1 1/2" - 2" OMNI R2 Water Meters**

1 1/2" Sensus OMNI R2 Water Meter	\$410.00 ea.
2" Sensus OMNI R2 Water Meter 17" LL	\$580.00 ea.

**New 1 1/2" - 6" OMNI C2 Water Meters**

1 1/2" Sensus OMNI C2 Water Meter	\$995.00 ea.
2" Sensus OMNI C2 Water Meter	\$1,145.00 ea.
3" Sensus OMNI C2 Water Meter	\$1,455.00 ea.
4" Sensus OMNI C2 Water Meter	\$2,525.00 ea.
6" Sensus OMNI C2 Water Meter	\$4,365.00 ea.
8" Sensus OMNI C2 Water Meter	\$7,045.00 ea.

**FlexNet SmartPoints**

510M Single Port, 3-Wire		\$115.00 ea.
510M Single Port, TouchCoupler		\$120.00 ea.
520M Single Port, 3-Wire	<b>Pit Version</b>	\$131.00 ea.
520M Single Port, TouchCoupler	<b>Pit Version</b>	\$122.00 ea.
510M Dual Port, 3-Wire		\$130.00 ea.
510M Dual Port, TouchCoupler		\$132.00 ea.
520M Dual Port, 3-Wire	<b>Pit Version</b>	\$142.00 ea.
520M Dual Port, TouchCoupler	<b>Pit Version</b>	\$138.00 ea.

**Accessories**

6' TRPL 3 Wire Connector	\$18.00 ea.
25' TRPL 3 Wire Connector	\$20.00 ea.

**Ally Meter Pricing**

5/8" Ally Meter w/ Shut Off Valve, Temperature & Pressure Sensor	\$400.00 ea.
3/4" Ally Meter w/ Shut Off Valve, Temperature & Pressure Sensor	\$440.00 ea.

**Sensus Analytics - SaaS Recurring Annual Hosting Fee's**

Active Services	2019	2020	2021	2022	2023
<b>7500</b>	\$11,530	\$11,875	\$12,235	\$12,600	\$13,230
<b>10000</b>	\$13,780	\$14,200	\$14,630	\$15,065	\$15,820
<b>12500</b>	\$16,000	\$16,475	\$16,970	\$17,475	\$18,350
<b>15000</b>	\$18,195	\$18,740	\$19,300	\$19,885	\$20,875
<b>16500</b>	\$19,485	\$20,070	\$20,670	\$21,290	\$22,355

\*\*\* SaaS pricing subject to a maximum 3% increase per year in years 6 thru 10 \*\*\*

**United Meters, Inc. Installation Rates**

Replace 5/8" and 3/4" Meter and Install SmartPoint using existing wire.	\$131.00	ea
Replace 1" Meter and Install SmartPoint using existing wire.	\$139.00	ea
Replace 1 1/2" Meter and Install SmartPoint using existing wire.	\$295.00	ea
Replace 2" Meter and Install SmartPoint using existing wire.	\$305.00	ea
Replace 3" Meter and Install SmartPoint using existing wire.	\$634.00	ea
Replace 4" Meter and Install SmartPoint using existing wire.	\$815.00	ea
Replace 6" Meter and Install SmartPoint using existing wire.	\$1,380.00	ea
Replace 8" Meter and Install SmartPoint using existing wire.	\$3,111.00	ea
Additional charge per Installation to Replace 5/8" thru 1" meter in pit.	\$170.00	ea
Additional charge per Installation to Replace 1 1/2" meter in pit.	\$382.00	ea
Additional charge per Installation to Replace 2" meter in pit.	\$390.00	ea
Additional charge per Installation to Replace 3" meter in pit.	\$863.00	ea
Additional charge per Installation to Replace 4" meter in pit.	\$1,153.00	ea
Remove and Replace Ball Valve 3/4"	\$200.00	ea
Remove and Replace Ball Valve 1"	\$212.00	ea
Remove and Replace Ball Valve 1 1/2"	\$425.00	ea
Remove and Replace Ball Valve 2"	\$478.00	ea
Additional Charge to run New Wire from Meter Inside to SmartPoint Outside	\$52.00	ea
Freeze Water Service Line up to 1"	\$308.00	ea
Man Hour Labor to Repair and/or Replace Plumbing	\$170.00	ea
Correct Hard Plumbed Meter with Meter Coupling per side	\$123.00	ea
Labor Only to Install Grounding Wire on 5/8" thru 1" meter	\$36.00	ea

**\*\*\* United Meter Inc. Disclosures \*\*\***

Installation Rates are based on at least 12 appointments per day.

Installation Rates are for 'Labor Only' to replace meter with same lay length meter.

United Meter Inc. assumes no liability on ground wire sizing.

Pit installations larger than 4" will be quoted after inspection of existing.

Pricing does not include providing Payment/Performance Bond.

We appreciate and trust that our product, prices and service will continue to meet with your approval.

Sincerely,

*Mark Baran*

Mark Baran  
Territory Manager



December 10, 2021

City of Des Plaines  
1111 Joseph J. Schwab Road  
Des Plaines, IL 60016

Attn: Mr. Robert Greenfield

Subject: Des Plaines "Water-Customer Portal"

**Sensus Analytics Customer Portal**

(1) Annual Minimum Users Fee (1500 min) Year 2019	<u>\$6,665.00</u> per yr.
(1) Annual Minimum Users Fee (1500 min) Year 2020	<u>\$6,870.00</u> per yr.
(1) Annual Minimum Users Fee (1500 min) Year 2021	<u>\$7,080.00</u> per yr.
<b>(1) Annual Minimum Users Fee (1500 min) Year 2022</b>	<b><u>\$7,300.00</u> per yr.</b>
(1) Annual Minimum Users Fee (1500 min) Year 2023	<u>\$7,525.00</u> per yr.
(1) Annual Overage Users Fee (over 1500) (5 Year)	<u>\$3.00</u> per user
(1) Annual Fee Text Messages Unlimited (5 Year)	<u>\$255.00</u> per yr.

***\* SA Customer Portal pricing subject to a 3% annual increase after year 5.***

Prices are good thru December 31, 2022. Our terms are payment net thirty (30) days

Sincerely,

*Mark Baran*

Mark Baran  
Territory Manager

## **EXHIBIT A-2**

### **Scope of Work**

**(Sale through CORE & MAIN)**

#### **SmartPointModule Installation Responsibilities**

##### **Core & Main will:**

1. The Core & Main will train the installation team (Installation subcontractor included) on how to properly program / activate SmartPoint Modules on to the FlexNet system.
2. The Core & Main will train the installer (Installation subcontractor included) to properly identify and correct any known problems in the field. This individual will be the primary contact to troubleshoot, identify and correct non reporting SmartPoint Modules and installation errors.
3. Once the installer has completed SmartPoint Module installation the Core & Main will work with Sensus to investigate any SmartPoint Modules that have not registered on the network.

##### **The City of Des Plaines will:**

1. Be responsible to purchase end points and transmitters.
2. Be responsible for quality assurance for their personnel and/or an installation contractor as it relates to proper SmartPoint Module installation.
3. On an ongoing basis, be responsible to visit and troubleshoot SmartPoint Modules that are not reporting into the system. Investigate any non-reporting SmartPoint Modules to ensure that there are no cut wires, improper installations, improper programming and resolve all data entry errors in the system.
4. Coordinate with the Core & Main to establish a SmartPoint Module installation schedule, shipment quantities, and overall project timeline.

#### **Miscellaneous Responsibilities**

##### **The City of Des Plaines will:**

1. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
2. Be responsible for applying for and purchasing any needed work permits.

## **Exhibit A-3**

### **Acceptance Certificate**

Client under the Master Project Agreement (the “Master Agreement”) with Core & Main hereby certifies:

This Acceptance Certificate is a Partial/Final (Circle one) Acceptance Certificate delivered under the Procurement, Installation, and Management Contract (the “Installation Contract”) to which it is attached.

1. The Project Materials and Supplies listed on the attached invoice (or in the event of a final Acceptance Certificate all Project Materials and Supplies provided under the Installation Contract and the Master Agreement), have been delivered to Client.

2. Client has conducted such inspection and/or testing of the Project Materials and Supplies as it deems necessary and appropriate and hereby acknowledges that it accepts the Project Materials and Supplies for all purposes on the date indicated below. The Project Materials and Supplies have been examined and/or tested and are in good operating order and condition and are in all respects satisfactory to the undersigned and comply with the terms of the Installation Contract, subject, however, to the warranty provided in Section 10 of the Master Agreement. Acceptance by the Client shall commence the warranty period for materials and services performed through the date hereof. Client does not waive any other rights to which it would otherwise be entitled under this Agreement.

3. Based on the acceptance set forth herein, Client agrees that the Manufacturer’s Warranty Period on all water meters shall be deemed to have begun on the date when the manufacturer shipped such water meters.

4. Client has examined all Work and Services performed by Core & Main and covered by the related invoice or draw requests and finds such Work and Services to have been performed in a workmanlike manner and in accordance with all applicable specifications. Client therefore accepts such Work and Services. Based on the acceptance set forth herein, Client agrees that the Warranty Period for the Work and Services shall end on \_\_\_\_\_, 20\_\_ (*i.e.* one year from the date hereof).

5. The following is a punch list of items left to be completed for current phase or final phase (Circle one) of the Project:


Agreed to and Accepted as of \_\_\_\_\_, 20\_\_ by:

**CITY OF DES PLAINES**

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

Printed name: Michael G. Bartholomew

Printed title: City Manager



## **Appendix B**

### **Sensus Advanced Metering Infrastructure (AMI) Agreement**



**Advanced Metering Infrastructure (AMI) Agreement**

**between**

**City of Des Plaines  
("Customer")**

**and  
Sensus USA Inc.  
("Sensus")**

IN WITNESS WHEREOF, the parties have caused this AMI Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

**Sensus USA Inc.**

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

Name: \_\_\_\_\_

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

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

**Customer: City of Des Plaines**

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

Name: Michael G. Bartholomew

Title: City Manager

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

Contents of this Agreement:

AMI Agreement

Exhibit A    Software

Exhibit B    Technical Support

## AMI Agreement

1. **Equipment.**
  - A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <http://na.sensus.com/TC/TermsConditions.pdf>, or 1-800-METER-IT.
  - B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**
2. **Services.**
  - A. **Installation of Equipment.** Installation services will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement.
  - B. **Software Implementation.** Sensus shall install and configure the Software on the Server Hardware.
  - C. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
  - D. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
  - E. **Project Management.** Project management of the AMI System is not included in this Agreement. Any project management shall be subject to a separate agreement which describes the scope and pricing for such work.
  - F. **Training.** Training on the use of the AMI System is not included in this Agreement. Any training shall be subject to a separate agreement which describes the scope and pricing for such work.
3. **Software.**
  - A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
  - B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
4. **Spectrum**
  - A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 4/11/2013 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.
5. **General Terms and Conditions.**
  - A. **Intentionally Omitted**
  - B. **Limitation of Liability.**
    - i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of: (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) claims made by a third party; nor (vi) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
    - ii. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
  - C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
  - D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
  - E. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder.
  - F. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
  - G. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render

Sensus liable for a violation of applicable laws.

- i. **Export Control Laws.** Customer shall: (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
- ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- H. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- I. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent: (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- J. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- K. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("**Disputes**") shall first be resolved by the Parties attempting mediation in Delaware. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in Delaware. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- L. **Restriction on Discovery.** The Parties acknowledge the abundance of documents, data, and other information stored in an electronic manner and the time and costs associated with retrieving relevant electronic data from the Parties during the Discovery portion of a claim. Accordingly, the Parties shall utilize only printed or hard-copy documents, data, and other information in Discovery and shall not use or request electronic or e-Discovery methods for any claim, demand, arbitration or litigation subject to this Agreement. All relevant and unprivileged printed or hard-copy materials shall be subject to Discovery, but neither Party has an obligation to maintain printed or hard-copy files in anticipation of a claim, demand, litigation, or arbitration proceeding.
- M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- N. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- O. **Four Corners.** This written Agreement, including all of its exhibits, and the Spectrum Lease represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- P. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
6. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
  - A. "**Affiliate**" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either: (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
  - B. "**AMI System**" identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
  - C. "**Confidential Information**" means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party.
  - D. "**Echo Transceiver**" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
  - E. "**End User**" means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
  - F. "**Field Devices**" means the meters and SmartPoint Modules.
  - G. "**FlexNet Base Station**" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
  - H. "**Force Majeure**" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
  - I. "**Hosted Software**" means those items listed as an Application in Exhibit A.
  - J. "**In/Out Costs**" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
  - K. "**Intellectual Property**" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets,

know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.

- L. **"LCM"** identifies the load control modules.
- M. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- N. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- O. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC .
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"TouchCoupler Unit"** identifies an inductive coupler connection from a water register to the SmartPoint Module.
- Z. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- AA. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- BB. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

## Exhibit A Software

### Software as a Service

#### I. Description of Services

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both: (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments for such application of Software as a Service.

##### A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
  - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

**B. Usage License.** Subject to all the terms and conditions of this Agreement, Sensus hereby gives Customer a license under Sensus' intellectual property rights to use the Sensus Applications for the Permitted Use for so long as Customer is current in its payments for the Applications ("Usage License"). This Usage License shall commence on the Effective Date and shall terminate upon the earlier of: (i) the expiration or termination of this Agreement for any reason; (ii) if Customer uses the Applications provided hereunder other than for the Permitted Use; and (iii) the Application is terminated as set forth below.

**C. Termination of Software as a Service.** Customer shall have the option at any time after full deployment but before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware and (b) RNI software license, each at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

##### D. "Software as a Service" means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
  - a. Network addresses and virtual private networks (VPN)
  - b. Standard time source (NTP or GPS)
  - c. Security access points
  - d. Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
  - a. Monitor capacity and performance of the Application server and software applications 24x7 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backpool, logs, message broker storage, etc.)
  - b. If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
  - c. Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
  - d. Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
  - e. Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
  - a. Define data retention plan and policy.
  - b. Monitor space and capacity requirements.
  - c. Respond to database alarms and notifications.
  - d. Install database software upgrades and patches.
  - e. Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
  - a. Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
  - b. Respond to incidents and problems that may occur to the Application(s).
  - c. Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
  - d. Correlate incidents and problems where applicable.
  - e. Sensus personnel will use the Salesforce Self Service Portal to document and track incidents.
  - f. In the event that a Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
  - g. Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
  - h. Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:

- a. Monitor the physical and cyber security of the server and Application(s) 24x7 to ensure system is highly secure in accordance with NIST Security Standards.
- b. Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
- c. Conduct period penetration testing of the network and data center facilities.
- d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
- e. Perform Anti-Virus and Malware patch management on all systems.
- f. Install updates to virus protection software and related files (including Virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
- g. Respond to any potential threat found on the system and work to eliminate Virus or Malware found.
- h. Sensus adheres to and submits certification to NERC/CIP Cyber Security standards.
- i. Sensus actively participates/monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus Security team.
- j. Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
  - a. Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
  - b. Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
  - c. Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
  - d. Sensus will replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
  - e. Provide disaster recovery environment and perform fail-over to DR environment within forty-eight (48) hours of declared event.
  - f. Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
  - g. Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
  - h. In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives and Recovery Point Objectives specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
  - i. The Application shall have a Recovery Time Objective (RTO) of forty-eight (48) hours.
  - j. The Recovery Point Objective (RPO) shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
  - k. Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

#### E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e. billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g. meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

#### F. "Software as a Service" does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

## II. Further Agreements

### A. System Uptime Rate

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{(\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month})}{\text{TMO}}$$

#### i. Calculations

- a. "Targeted Minutes of Operation" or "TMO" means total minutes cumulative across all Applications in the applicable month ("Month") minus the Scheduled Downtime in the Month.
- b. "Scheduled Downtime" means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or



otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.

- c. **"Non-Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
  - ii. **Exceptions.** "Exceptions" mean the following events:
    - a. Force Majeure;
    - b. Emergency Work, as defined below; and
    - c. Lack of Internet Availability, as described below.
  - i. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
  - ii. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- B. Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
  - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
  - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
  - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
  - v. Dry pipe pre-action fire detection and suppression systems are provided.
  - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. Responsibilities of Customer**
- i. Customer shall promptly pay all Software as a Service fees.
  - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
  - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
  - iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process ("Authorized Users"). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
  - v. Customer shall be responsible for the day-to-day operations of the Application(s) and AMI System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

### III. Sensus Analytics

#### A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. **Device Access**
  - a. Allows search for meter details by using data imported from the Billing system or the Sensus Device ID or AMI ID.
  - b. Allows a view of the meter interval or register reads.
  - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
  - d. Allows the current and historical data to be viewed.
  - e. Allows the current usage to be compared to historical distribution averages.
  - f. Allows the user to see the meter location on a map view.
  - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
  - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
- ii. **Meter Insight (provides the following)**
  - a. # of active meters.
  - b. # of orphaned meters with drill down to the list of meters.
  - c. # of inactive meters with drill down to the list of meters.



- d. # of stale meters with drill down to the list of meters.
  - e. # of almost stale meters with drill down to the list of meters.
  - f. # of meters where no read is available with drill down to the list of meters.
  - g. # of meters with high threshold exceptions with drill down to the list of meters.
  - h. # of unknown radios with drill down to the list of meters.
- iii. Report Access
  - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
  - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
  - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
  - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
  - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
  - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
  - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
  - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
  - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
  - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered "daily consumption threshold;" (2) The number of days when daily thresholds are exceeded are greater than the entered "exception per day threshold."
  - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
  - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered "Created as of" parameter.
  - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI.
  - n. Users need to enter which billing request file prior to running the report.
  - o. Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
- iv. Billing Access
  - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
  - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
  - c. Provides a repository of past billing files that were either used for billing preparation or actually send to the billing system.
  - d. Will store created billing files for a period of three years unless otherwise denoted.
  - e. The system will allow creation of test files before export to the billing system.
- v. Billing Adaptor
  - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
- vi. Data Store
  - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
  - b. Stored data is available online for reports and analysis.
  - c. Data will be retained for 3 years. Additional duration can be purchased.
- B. **Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:
  - i. Alarm Dashboard
    - a. Allows the user to summarize and filter alarms by a date range.
    - b. Allows the user to review all alarm types on a single screen.
    - c. The user can filter out the alarms not wanted on the screen.
    - d. Alarm totals can be visualized.
    - e. Adds a view of trending alarms over time.
    - f. Click to drill down on an alarm to gain more information on specific events.
    - g. Click to analyze a specific event on a particular device.
  - ii. Alarm Console
    - a. Follow real time monitors of the alarms coming from Customer's meters.
    - b. Provides a single view for all alarms across the entire network.
    - c. Allows the user to view trending of each alarm over time.
  - iii. Alert Manager
    - a. Allows creation of alert groups who will be notified when an alarm occurs.
    - b. Users can manage alert groups by adding and removing group members.
    - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
    - d. Allows creation of an alert from the available system events from smart points and assign to a group.
    - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.
- D. **Integration of Sensus Analytics.** Sensus shall provide integration support services to Customer only to the extent specifically provided below:
  - i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. This flat file may be delimited or fixed width. This specification allows Customer to transmit each day or as needed: the devices and end users in the system, end user status, end user account information, end user name, and other end user details. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
    - a. In scope of the included integration efforts is the mapping the Customer's fields to the VFlex specification.
    - b. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
  - ii. Sensus' integration services consists of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
  - iii. If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.

E. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet AMI System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.

F. **Customer Acknowledgements.**

- i. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
- ii. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
- iii. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
- iv. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
- v. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

IV. **Third Party Software.**

A. **RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	<a href="http://www.redhat.com/licenses/rhel_rha_eula.html">http://www.redhat.com/licenses/rhel_rha_eula.html</a>
JBoss Enterprise Middleware	<a href="http://www.redhat.com/licenses/jboss_eula.html">http://www.redhat.com/licenses/jboss_eula.html</a>

## Exhibit B Technical Support

### 1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

### 2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products and Sensus Lighting Control.
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

### 3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 8:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

### 4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

#### Severity Levels Description:

**Sev1** Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., RNI Software, Sensus MDM).

**Sev2** Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

**Sev3** The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

**Sev4** Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
  - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
  - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
  - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

## 5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	<ul style="list-style-type: none"> <li>• Satisfactory workaround is provided.</li> <li>• Program patch is provided.</li> <li>• Fix incorporated into future release.</li> <li>• Fix or workaround incorporated into the Support Knowledge Base.</li> </ul>
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	<ul style="list-style-type: none"> <li>• Satisfactory workaround is provided.</li> <li>• Program patch is provided.</li> <li>• Fix incorporated into future release.</li> <li>• Fix or workaround incorporated into the Support Knowledge Base.</li> </ul>
3	1 Business Day	90 business days	<ul style="list-style-type: none"> <li>• Answer to question is provided.</li> <li>• Satisfactory workaround is provided.</li> <li>• Fix or workaround incorporated into the Support Knowledge Base.</li> <li>• Fix incorporated into future release.</li> </ul>
4	2 Business Days	12 months	<ul style="list-style-type: none"> <li>• Answer to question is provided.</li> <li>• Fix or workaround incorporated into the Support Knowledge Base.</li> </ul>

## 6. Problem Escalation Process.

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
  - 6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
  - 6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.
  - 6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

## 7. General Support Provisions and Exclusions.

- 7.1. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

## **Appendix C**

**Reserved**

## Appendix D

### WARRANTY

The warranties on water meters included in Project Materials and Supplies, and on Work, and Services shall be as follows:

1. Project Materials and Supplies.

(a) General. Water meters and equipment included in Project Materials and Supplies that Client purchases from Core & Main are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each water meter manufacturer that will supply water meters and equipment as part of the Project Materials and Supplies is attached hereto as Exhibit D-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Master Agreement, but with changes to apply only to purchases of water meters occurring after the change becomes effective), but generally the start date for water meter warranties is the date of the manufacturer's shipment of such water meter as noted in the applicable Acceptance Certificate attached to this Agreement as Exhibit A-2 ("Manufacturer's Warranty Period"). PROJECT MATERIALS AND SUPPLIES OTHER THAN WATER METERS and EQUIPMENT ARE NOT WARRANTED EXCEPT TO THE EXTENT OF ANY APPLICABLE MANUFACTURER'S WARRANTY, IF ANY. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) Core & Main's Responsibility. Upon any breach of the manufacturer's warranty on a water meter noticed to Core & Main during the applicable Manufacturer's Warranty Period, Core & Main's sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective water meter.

2. Work and Services.

(a) General. Core & Main warrants that all Work and Services provided by Core & Main shall be performed by Core & Main in accordance with the standards of care and diligence practiced by recognized firms in Core & Main's industry in performing Work of a similar nature in existence at the time of performance, with such warranty to expire one year after completion of the work or services (the "Warranty Period").

(b) Exclusive Remedy. Upon any breach of Core & Main's warranty as to Work or Services during the applicable Warranty Period, Core & Main's sole responsibility shall be to perform any corrective Work or Services necessary to bring Core & Main's Work and Services into compliance with such requirements.

3. DISCLAIMER OF FURTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

## **Exhibit D-1**

### **Manufacturers' Warranties**

Attached to this Exhibit D-1 are the manufacturers' warranties for each of the following manufacturers of water meters, which are the only brands of water meters that Core & Main plans to use in connection with the Project.



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: December 21, 2021

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

From: Tom Bueser, Superintendent of General Services *T.B.*

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

Subject: Approve Purchase for Parkway Tree Planting – Suburban Tree Consortium

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**Issue:** The approved 2022 budget includes \$240,000 in funding for the purchase and planting of parkway trees.

**Analysis:** The City of Des Plaines is a member of the West Central Municipal Conference – Suburban Tree Consortium (STC), which is comprised of 42 communities. The Consortium obtains competitive pricing for all members through a five-year contractual program for tree purchasing and planting. This purchase is presented to the City Council as a not to exceed budgeted funds expenditure. The species and number of trees to be planted will be determined through resident response and parkway planting guidelines.

**Recommendation:** We recommend the purchase of parkway trees from participating STC nurseries and planting labor through the West Central Municipal Conference – Suburban Tree Consortium, 2000 Fifth Avenue, Bldg J, River Grove, IL 60171, in the not to exceed amount of \$240,000 for spring and fall plantings to be funded from General Fund, Street Maintenance Division, Tree Plantings (100-50-530-0000.6175).

**Attachments:**

Resolution R-4-22

Exhibit A – STC Schedule of Prices



**CITY OF DES PLAINES**

**RESOLUTION R - 4 - 22**

**A RESOLUTION AUTHORIZING THE PURCHASE AND  
PLANTING OF TREES THROUGH THE WEST CENTRAL  
MUNICIPAL CONFERENCE SUBURBAN TREE  
CONSORTIUM.**

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

**WHEREAS**, the City has appropriated \$240,000 in the Street Maintenance Division Tree Plantings Fund for use by the Department of Public Works and Engineering during the 2022 fiscal year for the procurement of trees and tree planting services; and

**WHEREAS**, the City is a member of the West Central Municipal Conference Suburban Tree Consortium ("***Consortium***"), a group of more than 40 communities created to obtain competitive pricing for the purchase of trees and the procurement tree planting services; and

**WHEREAS**, the City desires to purchase trees through the Consortium that will be planted in parkways throughout the City; and

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

**WHEREAS**, the City Council has determined that it is in the best interest of the City to: (i) purchase trees from nurseries selected by the Consortium (collectively, the "***Consortium Nurseries***"); and (ii) procure tree planting services through the Consortium, all in accordance with the schedule of prices attached to this Resolution as **Exhibit A ("*Schedule of Prices*")** and in the total not-to-exceed amount of \$240,000;

**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 PROCURE.** The City Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to purchase of trees from the Consortium Nurseries and procure the tree planting services through the Consortium in accordance with the Schedule of Prices and in a total amount not to exceed \$240,000.

**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 \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Purchase of Trees West Municipal Conference Suburban Tree Consortium 2022

**Exhibit A**

COMMON NAME	SCIENTIFIC NAME	Digging Season	Fall 2021/ Spring 2022				Fall 2022/ Spring 2023				Fall 2023/ Spring 2024				Fall 2024/ Spring 2025				Fall 2025/ Spring 2026			
			1.5"	2"	2.5"	3"	1.5"	2"	2.5"	3"	1.5"	2"	2.5"	3"	1.5"	2"	2.5"	3"	1.5"	2"	2.5"	3"
Black Maple	Acer nigrum	Spring, Fall	\$161	\$197			\$161	\$197			\$161	\$197			\$161	\$197			\$161	\$197		
	Aesculus glabra	Spring, Fall	\$171	\$193			\$171	\$193			\$171	\$193			\$171	\$193			\$171	\$193		
	American hornbeam	Spring					\$179	\$209			\$179	\$209			\$179	\$209			\$179	\$209		
Pecan	Carya illinoensis	Spring																				
Northern catalpa	Catalpa speciosa	Spring, Fall	\$198	\$219			\$198	\$219			\$198	\$219			\$198	\$219			\$198	\$219		
Common hackberry	Celtis occidentalis	Spring, Fall	\$198	\$219			\$198	\$219			\$198	\$219			\$198	\$219			\$198	\$219		
	Ginkgo	Spring, Fall	\$215	\$254			\$215	\$254			\$215	\$254			\$215	\$254			\$215	\$254		
Ginkgo	Ginkgo biloba 'Princeton'	Spring, Fall	\$215	\$254			\$215	\$254			\$215	\$254			\$215	\$254			\$215	\$254		
Kentucky coffeetree	Gymnocladus dioica the	Spring, Fall	\$239	\$289			\$239	\$289			\$239	\$289			\$239	\$289			\$239	\$289		
Kentucky coffeetree	Gymnocladus dioica	Spring, Fall	\$215	\$254			\$215	\$254			\$215	\$254			\$215	\$254			\$215	\$254		
Butternut	Juglans cinera	Spring, Fall	\$153	\$215			\$153	\$215			\$153	\$215			\$153	\$215			\$153	\$215		
Swamp white oak	Quercus bicolor	Spring, Fall	\$203	\$218	\$269	\$ 344	\$203	\$218	\$269	\$ 344	\$203	\$218	\$269	\$ 344	\$203	\$218	\$269	\$ 344	\$203	\$218	\$269	\$344
Hills oak	Quercus ellipsoidalis	Spring									\$ 188	\$ 235	\$ 287		\$ 188	\$ 235	\$ 287		\$ 188	\$ 235	\$ 287	
Shingle oak	Quercus imbricaria	Spring									\$ 188	\$ 235	\$ 287		\$ 188	\$ 235	\$ 287		\$ 188	\$ 235	\$ 287	
Bur oak	Quercus macrocarpa	Spring	\$187	\$209	\$239	\$ 254	\$187	\$209	\$239	\$ 254	\$187	\$209	\$239	\$ 254	\$187	\$209	\$239	\$ 254	\$187	\$209	\$239	\$ 254
Red oak	Quercus rubra	Spring	\$187	\$218			\$187	\$218			\$187	\$218			\$187	\$218			\$187	\$218		
American Linden	Tilia americana	Spring																				

# Doty Nurseries LLC

DOTY NURSERIES	Planting Season	Fall 2021/Spring 2022				Fall 2022/Spring 2023				Fall 2023/Spring 2024				Fall 2024/Spring 2025				Fall 2025/Spring 2026			
		2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"
Common Name																					
Autumn Blaze® Freeman Maple	spr / fall	212	250			218	252			225	254			235	264			250	285		3.5"
Marmo Freeman Maple	spr / fall	212								225				235				250			
State Street® Maple	spr / fall	218				220				234				240				255			
Red Pointe® Maple	spring	220				220	254	305		225	254	305		235	264	320		250	285		
Crescendo™ Sugar Maple	spr / fall	214				225				232				242				260			
Green Mountain® Sugar Maple	spr / fall	214				225				232				242				260			
Autumn Splendor Horsechestnut	spring									315				335				350			
Northern Catalpa	spr / fall	175				180	230			185	235			195	242			209	258		
Common Hackberry	spr / fall	200				205				212				225				240			
American Beech	spring	285				295				305				320				345			
Princeton Sentry Ginkgo	spr / fall	330					340				345				375			390			
Skyline® Honeylocust	spr / fall	205	240			206				212				230				245			
Kentucky Coffee Tree	spr / fall	232				235				235	265			240	270			255	288		
Espresso™ Kentucky Coffee Tree	spr / fall		262			240	265			242				250				268			
Dawn Redwood	spring	245	265			253	273	310													
Exclamation™ Planetree	spring	225				230	255			215				230				245			
Chanticleer® Pear	spring	228				228															
Redspire Pear	spring	208																			
White Oak	spring	270				270	308			270	308			280	315			300			
Swamp White Oak	spring	245				248				243				260				278			
Bur Oak	spring					250				249				260				278			
Regal Prince Oak	spring	245				250				249				260				278			
Red Oak	spring	245				250	300			249	290			260	295			278	315		
Black Locust	spr / fall	265								265				265				270			
Common Baldcypress	spring	225				225	255			220	250			230	260			245	275		
American Sentry Linden	spr / fall	206				212				215				225				240			
Redmond Linden	spr / fall	201	230			208				215				225				240			
Greenspire® Littleleaf Linden	spr / fall	201				208	248			215	250			225	255			240			
Princeton American Elm	spr / fall	214				218				219				235				240			
Frontier Elm	spring	214				218												252			
Accolade® Elm	spr / fall	214				218				219				235				252			
Autumn Brilliance Serviceberry	spr / fall					240				245				250				268			
Spring Flurry Serviceberry	spr / fall									245				250				268			
River Birch	spring	186	210			190				192				200				214			
Thornless Hawthorn	spring	205												195				210			
Floribunda Crabapple	spr / fall	175				165				170				175				190			
Red Jewel™ Crabapple	spr / fall		200				205			170	205			185	210			200	230		
Royal Raindrops® Crabapple	spr / fall	180					205				205				210			230			
Golden Raindrops® Crabapple	spr / fall						205			170	205				210			230			
Starlite Crabapple	spr/fall													195				210			
China Snow Pekin Lilac	spr / fall	208	232				236								245			260			
Beijing Gold Lilac	spr / fall	230				240				240				245				260			
Ivory Silk Lilac	spr / fall	240	260				265				265				275			295			







GOOD MARK  
NURSERIES, LLC.

Phone: 815-653-9293  
Fax: 815-728-0977

CONSORTIUM PRICING

BOTANICAL NAME		Fall 2021 / Sp 2022										Fall 2023 / Sp 2024										Fall 2024 / Sp 2025										Fall 2025 / Spring 2026									
COMMON NAME		105	128	157	0	0	110	134	164	0	0	115	141	173	0	0	121	148	181	0	0	127	155	190	0	0	127	155	190	0	0	127	155	190	0	0	127	155	190	0	0
Malus Purple Prince'	Crab, Purple Prince	105	128	157	0	0	110	134	164	0	0	115	141	173	0	0	121	148	181	0	0	127	155	190	0	0	127	155	190	0	0	127	155	190	0	0	127	155	190	0	0
Malus Spring Show	Crab, Spring Show	105	128	157	0	0	110	134	164	0	0	115	141	173	0	0	121	148	181	0	0	127	155	190	0	0	127	155	190	0	0	127	155	190	0	0	127	155	190	0	0
Malus transiana Schmidtleaf	Crab, Golden Raindrops	157	128	157	0	0	160	134	164	0	0	173	141	173	0	0	173	141	173	0	0	170	207	270	314	0	170	207	270	314	0	170	207	270	314	0	170	207	270	314	0
Malus transiana Schmidtleaf	Redwood, Dawn	151	165	190	212	0	155	165	196	219	0	160	174	201	225	0	165	180	208	232	0	170	185	214	239	0	170	185	214	239	0	170	185	214	239	0	170	185	214	239	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0	0
Nyssa sylvatica	Black Tupelo	195	228	278	0	0	201	235	286	0	0	207	242	295	0	0	213	249	304	0	0	220	257	313	0	0	220	257	313	0	0	220	257	313	0						



HINSDALE NURSERIES 5 YEAR PRICING FOR FALL 24/SPRING 25																						
COMMON NAME	SCIENTIFIC/ CULTIVARS	PLANTING SEASON	Fall21/Spring22				Fall22/Spring23				Fall23/Spring24				Fall24/Spring25				Fall25/Spring26			
			2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"
State Street Miyabe Maple	Acer miyabei 'Morton'	Spring/Fall	231	268	315	365	231	268	315	365	236	273	321	372	238	276	321	372	240	279	321	372
Green Column Black Maple	Acer nigrum 'Green Column'	Spring/Fall	251	288	335	375	251	288	335	375	256	294	342	383	256	294	342	383	258	297	342	383
Columnar Norway Maple	Acer platanoides 'Columnare'	Spring/Fall	208	231	279	313	208	231	279	313	212	236	285	319	214	238	288	319	216	245	310	335
Deborah Norway Maple	Acer platanoides 'Deborah'	Spring/Fall	218	242	290	323	218	242	290	323	222	247	296	329	222	247	296	329				
Emerald Lustre Norway Maple	Acer platanoides Emerald Lustre®	Spring/Fall	208	231	279	313	208	231	279	313	212	236	285	319	214	238	288	319	216	245	310	335
Armstrong Gold Maple	Acer rubrum 'Armstrong Gold'	Spring	224	247	295	329	224	247	295	329	228	252	301	336	228	252	301	336	230	265	316	339
Red Sunset Red Maple	Acer rubrum Red Sunset™	Spring	224	247	295	329	224	247	295	329	228	252	301	335	228	252	301	335	228	252	301	335
Redpoint Red Maple	Acer rubrum 'Redpoint™	Spring	236	258	304	346	236	258	304	346	241	263	310	353	243	266	313	353	243	269	322	353
Sun Valley Red Maple	Acer rubrum 'Sun Valley'	Spring	224	247	295	329	224	247	295	329	228	252	301	335	228	252	301	335	228	252	301	335
Crimson Sunset Maple	Acer truncatum 'Crimson Sunset'	Spring/Fall	231	268	315	365	231	268	315	365	236	273	321	372	238	276	324	372	240	279	324	372
Autumn Fest Sugar Maple	Acer saccharum 'Autumn Fest'	Spring/Fall	227	245	297	327	227	245	297	327	231	250	303	333	233	253	306	333				
Crescendo Sugar Maple	Acer saccharum 'Crescendo'	Spring/Fall	227	245	297	327	227	245	297	327	231	250	303	333	233	253	306	333	233	261	315	243
Fall Fiesta Sugar Maple	Acer saccharum 'Balista'	Spring/Fall																	233	261		
Autumn Blaze Freeman Maple	Acer x freemanii 'Autumn Blaze'	Spring/Fall	227	253	299	344	223	245	294	326	227	250	300	332	229	253	303	332	229	253	303	332
Armstrong Freeman maple	Acer x freemanii 'Armstrong'	Spring/Fall	223	245	294	326	223	245	294	326	227	250	300	332	229	253	303	332	229	253	303	332
Marmo Freeman maple	Acer x freemanii 'Marmo'™	Spring/Fall	223	245	294	326	223	245	294	326	227	250	300	332	229	253	303	332	229	253	303	332
Matador Freeman Maple	Acer x freemanii 'Ballston'	Spring/Fall	223	245	294	326	223	245	294	326	227	250	300	332	229	253	303	332	229	253	303	332
Autumn Splendor Horsechestnut	Aesculus x arnoldiana 'Autumn Splen	Spring	259	291	335	397	251	288	335	375	256	294	342	382	256	294	342	382	259	297	342	382
Fort McNair® Horsechestnut	Aesculus x arnoldiana 'Fort McNair'	Spring	259	291	335	397	251	288	335	375	256	294	342	382	256	294	342	382	259	297	342	382
Lustre ® Allegheny Serviceberry	Amelanchier laevis 'Rogers'	Spring/Fall	214	244	288		214	244	288		218	249	294		218	249	294		229	261	309	
Autumn Brilliance Apple Serviceberry	Amelanchier X grand. 'Autumn Brilliant'	Spring/Fall	214	244	288		214	244	288		218	249	294		218	249	294		229	261	309	
River Birch	Betula nigra	Late Spring	187	218	254	301	196	229	267	316	200	233	272	322	202	235	275	322	204	237	278	325
Whitespire Birch	Betula populifolia 'Whitespire'	Late Spring	187	218	254	301	196	229	267	316	200	233	272	322	202	235	275	322	204	237	278	325
American Hornbeam	Carpinus caroliniana	Late Spring	224	261	296	347	221	258	293	344	225	263	299	351	225	263	299	351	227	266	302	355
Native Flame American Hornbeam	Carpinus caroliniana 'JFS-KW6'	Late Spring	229	266	301	352	230	268	304	356	230	268	304	356	230	268	304	356	232	271	307	360
Northern Catalpa	Catalpa speciosa	Spring/Fall	215	230	261	307	215	230	261	307	219	235	266	313	219	235	266	313	221	237	269	316
Heartland Catalpa	Catalpa speciosa 'Hiawatha 2'	Spring/Fall	225	240	271	317	225	240	271	317	229	245	276	323	229	245	276	323	231	247	279	326
Common Hackberry	Celtis occidentalis	Spring/Fall	212	229	285	314	217	234	290	319	228	246	305	335	230	248	308	335	232	267	315	360
Chicagoland Hackberry	Celtis occidentalis 'Chicagoland'	Spring/Fall	227	244	300	329	227	244	300	329	238	256	315	345	240	259	318	345	242	277	325	370
American Redbud	Cercis canadensis	Spring	244	267	300		244	267	300		249	272	306		249	272	306		251	275	309	
Golden Glory Dogwood	Cornus mas 'Golden Glory'	Spring/Fall	225	256	294		220	251	289		224	256	295		226	259	298		228	262	301	
Turkish Filbert	Corylus columa	Spring/Fall	253	284	328		243	274	318		248	280	324		248	280	324		250	283	327	
Thornless Cockspur Hawthorn	Crataegus crusgalli 'inermis'	Spring/Fall	167	204	248	297	204	248	297		204	248	297		206	250	300		206	250	300	
Winter King Green Hawthorn	Crataegus viridis 'Winter King'	Spring/Fall	167	204	248	297	204	248	297		204	248	297		206	250	300		206	250	300	
Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring/Fall	287	346	426		287	346	426		293	353	434		293	353	434		296	357	434	
Magyar Ginkgo	Ginkgo biloba 'Magyar'	Spring/Fall	287	346	426		287	346	426		293	353	434		293	353	434					
Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry®	Spring/Fall	287	346	426		287	346	426		293	353	434		293	353	434		296	357	434	
Skyline Honeylocust	Gleditsia triacanthos 'Skyline' ®	Spring/Fall	210	232	259	315	215	237	265	322	219	242	270	328	221	244	273	328	223	246	298	342
Kentucky Coffee Tree	Gymnocladus dioica	Spring/Fall	238	256	284	351	238	256	284	351	238	256	284	351	238	256	284	351	240	259	287	355



HINSDALE NURSERIES 5 YEAR PRICING FOR FALL 24/SPRING 25																						
COMMON NAME	SCIENTIFIC/ CULTIVARS	PLANTING SEASON	Fall21/Spring22				Fall22/Spring23				Fall23/Spring24				Fall24/Spring25				Fall25/Spring26			
			2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"
Espresso Kentucky Coffee Tree	Gymnocladus dioica 'Espresso'	Spring/Fall	248	266	294	361	248	266	294	361	248	266	294	361	248	266	294	361	250	269	297	365
Tuliptree	Liriodendron tulipifera	Spring	250	276	299	335	250	276	299	335	255	281	305	342	255	281	305	342	258	284	308	345
Emerald City Tuliptree	Liriodendron tulipifera 'Emerald City'	Spring	260	286	309	345	260	286	309	345	265	291	315	352	265	291	315	352	268	294	318	355
Worplesdon Sweetgum	Liquidambar styraciflua 'Worplesdon'	Spring	250	295	325		260	305	335		265	311	341		268	314	344		270	317	347	
White Shield Osage Orange	Maclura pomifera 'White Shield'	Spring	199	219	249	289	204	224	255	296	208	228	260	302	210	230	263	302	214	235	268	308
Adams Crab	Malus 'Adams'	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244	198	216	243	268
Donald Wyman Crab	Malus 'Donald Wyman'	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244	198	216	243	268
Gladiator Crab	Malus 'Gladiator'	Spring/Fall																198	216	243	268	
Louisa Crab	Malus 'Louisa'	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244	198	216	243	268
Prairiefire Crab	Malus 'Prairiefire'	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244	198	216	243	268
Purple Prince Crab	Malus 'Purple Prince'	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244	198	216	243	268
Red Jewel Crab	Malus 'Red Jewel'	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244	198	216	243	268
Royal Raindrops Crab	Malus 'Royal Rain Drops'	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244	198	216	243	268
Starlite Crab	Malus 'Starlite'	Spring/Fall																198	216	243	268	
Spring Snow Crab	Malus 'Spring Snow'	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244	198	216	243	268
Sugar Tyme Crab	Malus 'Sugar Tyme'	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244	198	216	243	268
Zumi Crab	Malus X zumi var. Calocarpa	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244	198	216	243	268
Dawn Redwood	Metasequoia glyptostroboides	Spring																221	249	284	315	
Majestic Black Tupelo	Nyssa sylvatica 'Majestic'	Spring																291	329			
Ironwood (Hophornbeam)	Ostrya virginiana	Spring	256	273	320		256	273	320		261	278	326		261	278	326		244	278	326	
Autumn Treasure Hophornbeam	Ostrya virginiana 'JFS-KW5'	Spring	261	278	325		261	278	325		266	283	331		266	283	331		249	283	331	
Eye Stopper Corktree	Phellodendron amurense 'Longnecke'	Spring/Fall	219	241	277		224	246	282	303	224	246	282	303	226	248	285	306	233	255	294	315
Quaking Aspen	Populus tremuloides	Spring	185	216	247	288	191	222	254	289	195	226	259	295	197	228	262	295	201	232	267	301
Exclamation London Planetree	Platanus x acerifolia 'Morton Circle'	Spring	215	259	291	351	215	259	291	351	219	264	297	358	221	267	300	358	223	269	302	360
New Bradford Pear	Pyrus calleryana 'Holmford'	Spring	206	245	288	333	206	245	288	333												
Chanticleer Pear	Pyrus calleryana 'Cleveland Select'	Spring	206	245	288	333	206	245	288	333												
Chastity Pear	Pyrus calleryana 'Chasitty'	Spring																				
Swamp White Oak	Quercus bicolor	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	279	325	381
American Dream Swamp White Oak	Quercus bicolor 'JFS-KW12'	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	279	325	381
Northern Pin Oak	Quercus ellipsoidalis	Late Spring																	252	279	325	381
Shingle Oak	Quercus imbricaria	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	279	325	381
Bur Oak	Quercus macrocarpa	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	279	325	381
Urban Pinnacle Bur Oak	Quercus macrocarpa 'JFS-KW3'	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	279	325	381
Chinkapin Oak	Quercus muehlenbergii	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	279	325	381
Chestnut Oak	Quercus prinus	Late Spring																	252	279	325	381
Red Oak	Quercus rubra	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	279	325	381
Regal Prince Oak	Quercus robur 'Long'	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	279	325	381
Heritage Oak	Quercus robur 'Heritage'	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	279	325	381
Northern Black Oak	Quercus velutina	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	279	325	381



HINSDALE NURSERIES 5 YEAR PRICING FOR FALL 24/SPRING 25																						
COMMON NAME	SCIENTIFIC/ CULTIVARS	PLANTING SEASON	Fall/21/Spring/22			Fall/22/Spring/23			Fall/23/Spring/24			Fall/24/Spring/25			Fall/25/Spring/26							
			2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"				
Niobe Weeping Willow	Salix alba 'Tristis'	Late Spring	182	191	233	271	182	191	233	271	185	195	238	276	187	197	240	276	189	199	245	281
China Snow Peking Lilac	Syringa pekinensis 'Morton'	Spring/Fall	194	226	279	321	201	233	287	331	205	238	293	338	210	243	299	338	220	255	314	365
Beijing Gold Peking Lilac	Syringa pekinensis 'Zhang Zhiming'	Spring/Fall	204	236	289	331	211	243	297	341	215	248	303	348	220	253	309	348	230	265	324	365
Ivory Silk Japanese Tree Lilac	Syringa reticulata 'Ivory Silk'	Spring/Fall	230	262	301	339	230	262	301	345	235	267	307	352	237	270	310	352	244	278	319	363
Baldcypress	Taxodium distichum	Late Spring	208	228	244	277	214	235	251	285	218	240	256	291	218	240	259	291	222	245	272	320
Shawnee Brave Bald Cypress	Taxodium distichum 'Mickelson'	Late Spring	218	238	254	287	224	245	261	295	228	250	266	301	228	250	269	301	232	255	282	330
Continental Appeal™ Linden	Tilia americana 'Continental Appeal'	Spring/Fall	217	232	261	313	221	237	266	319	225	242	271	325								
American Sentry™ Linden	Tilia Americana 'McKsentry'	Spring/Fall	217	232	261	313	221	237	266	319	225	242	271	325	227	244	274	325	232	256	301	341
Redmond American Linden	Tilia americana 'Redmond'	Spring/Fall	205	218	245	293	209	222	250	299	213	226	255	305	218	231	260	305	222	243	286	336
Greenspire Littleleaf Linden	Tilia cordata 'Greenspire®'	Spring/Fall	205	218	245	293	209	222	250	299	213	226	255	305	218	231	260	305	222	243	286	336
Sterling Silver Linden	Tilia tomentosa 'Sterling®'	Spring/Fall	205	218	245	293	209	222	250	299	213	226	255	305	227	244	274	325	232	256	301	341
Accolade Elm™	Ulmus 'Morton'	Spring/Fall	226	249	281	327	226	249	281	327	230	254	287	334	230	254	287	334	226	257	301	351
Triumph Elm™	Ulmus 'Morton Glossy'	Spring/Fall	226	249	281	327	226	249	281	327	230	254	287	334	230	254	287	334	226	257	301	351
New Horizon Elm	Ulmus 'New Horizon'	Spring/Fall	226	249	281	327	226	249	281	327	230	254	287	334	230	254	287	334	226	257	301	351
Princeton Elm	Ulmus americana 'Princeton'	Spring/Fall	226	249	281	327	226	249	281	327	230	254	287	334	230	254	287	334	226	257	301	351
Jefferson Elm	Ulmus americana 'Jefferson'	Spring/Fall																226	257	301	351	
New Harmony Elm	Ulmus american 'New Harmony'	Spring/Fall																226	257	301	351	

POSSIBILITY PLACE NURSERY PRICING FOR SUBURBAN TREE CONSORTIUM																
COMMON NAME	SCIENTIFIC/ CULTIVARS	FALL 2021/SPRING 2022			FALL 2022/SPRING 2023			FALL 2023/SPRING 2024			FALL 2024/SPRING 2025			FALL 2025/SPRING 2026		
		1.5"	2"	2.5"	1.5"	2"	2.5"	1.5"	2"	2.5"	1.5"	2"	2.5"	1.5"	2"	2.5"
Ohio Buckeye	Aesculus glabra	\$180.00	\$200.00		\$180.00	\$200.00		\$180.00	\$200.00		\$185.00	\$205.00		\$195.00	\$210.00	
Northern Catalpa	Catalpa speciosa	\$165.00	\$190.00		\$165.00	\$190.00		\$165.00	\$190.00		\$170.00	\$195.00		\$175.00	\$200.00	
Common Hackberry	Celtis occidentalis	\$165.00	\$190.00		\$165.00	\$190.00		\$165.00	\$190.00		\$170.00	\$195.00		\$175.00	\$200.00	
Blue Ash	Fraxinus quadrangulata															
Kentucky Coffeetree	Gymnocladus dioica															
Butternut	Juglans cinerea															
Black Walnut	Juglans nigra															
Black Tupelo	Nyssa sylvatica															
Ironwood (Hophornbeam)	Ostrya virginiana	\$170.00	\$210.00		\$170.00	\$210.00		\$170.00	\$210.00		\$175.00	\$215.00		\$180.00	\$220.00	
Eastern White Pine	Pinus strobus															
White Oak	Quercus alba	\$175.00	\$210.00		\$175.00	\$210.00		\$175.00	\$210.00		\$180.00	\$215.00		\$185.00	\$220.00	
Swamp White Oak	Quercus bicolor	\$175.00	\$210.00		\$175.00	\$210.00		\$175.00	\$210.00		\$180.00	\$215.00		\$185.00	\$220.00	
Scarlet Oak	Quercus coccinea	\$175.00	\$210.00		\$175.00	\$210.00		\$175.00	\$210.00		\$180.00	\$215.00		\$185.00	\$220.00	
Hill's Oak	Quercus ellipsoidalis	\$175.00	\$210.00		\$175.00	\$210.00		\$175.00	\$210.00		\$180.00	\$215.00		\$185.00	\$220.00	
Shingle Oak	Quercus imbricaria	\$175.00	\$210.00		\$175.00	\$210.00		\$175.00	\$210.00		\$180.00	\$215.00		\$185.00	\$220.00	
Bur Oak	Quercus macrocarpa	\$175.00	\$210.00		\$175.00	\$210.00		\$175.00	\$210.00		\$180.00	\$215.00		\$185.00	\$220.00	
Chinquapin Oak	Quercus muehlenbergii	\$175.00	\$210.00		\$175.00	\$210.00		\$175.00	\$210.00		\$180.00	\$215.00		\$185.00	\$220.00	
Red Oak	Quercus rubra	\$175.00	\$210.00		\$175.00	\$210.00		\$175.00	\$210.00		\$180.00	\$215.00		\$185.00	\$220.00	
Swamp/Bur Oak Hybrid	Quercus x schuetti															
***ALL TREES IN THE ABOVE LISTING ARE IN 18" ROOT BAGS. ALL TREES CAN BE GROWN IN ROOT MAKER CONTAINERS FOR AN EXTRA \$15.00 PER TREE.																
DELIVERY CHARGES:	\$3.00 PER MILE ROUND TRIP															
	MINIMUM 10 TREES FOR DELIVERY															



Spring Grove Nursery Prices for Suburban Tree Consortium - Exhibit B

Revised 8-6-21

Common Name	Scientific Name	Planting Season	Fall 2021/Spring 2022				Fall 2022/Spring 2023				Fall 2023/Spring 2024				Fall 2024/Spring 2025				Fall 2025/Spring 2026			
			2"	2.5"	3.0"	3.5"	2"	2.5"	3.0"	3.0"	2"	2.5"	3.0"	3.0"	2"	2.5"	3.0"	3.0"	2"	2.5"	3.0"	3.0"
Amur Flame Maple	Acer ginnala 'Flame'	Spring/Fall	211	243	276		219	253	287		224	258	293		228	263	298		240	275	308	
Rugged Ridge Maple	Acer miyabei 'JFS-KW3AMI'	Spring/Fall	222	254	287		231	264	298		235	270	304		240	275	310		252	296	352	
State Street Maple	Acer miyabei 'Morton'	Spring/Fall	222	254	287		231	264	298		235	270	304		240	275	310		252	296	352	
Deborah Norway Maple	Acer platanoides 'Deborah'	Spring/Fall	200	243	276		208	253	287		212	258	293		217	263	298		225	274	310	
Emerald Lustre Norway Maple	Acer platanoides 'Pond'	Spring/Fall	200	243	276		208	253	287		212	258	293		217	263	298		225	274	310	
Armstrong Gold Red Maple	Acer rubrum 'Armstrong Gold'	Spring/Fall Caution	222	254	287		231	264	298		235	270	304		240	275	310		252	296	352	
Red Sunset Red Maple	Acer rubrum 'Franksred'	Spring/Fall Caution	222	254	287	335	231	264	298		235	270	304		240	275	310		240	275	330	
Redpointe Red Maple	Acer rubrum 'Redpointe'	Spring/Fall Caution	222	254	287	335	231	264	298		235	270	304		240	275	310		240	275	330	
Sun Valley Red Maple	Acer rubrum 'Sun Valley'	Spring/Fall Caution	222	254	287	335	231	264	298		235	270	304		240	275	310		240	275	330	
Fall Fiesta Sugar Maple	Acer saccharum 'Ballista'	Spring/Fall	222	254	287		231	264	298		235	270	304		240	275	310		252	296	352	
Green Mountain Sugar Maple	Acer saccharum 'Green Mountain'	Spring/Fall	222	254	287		231	264	298		235	270	304		240	275	310		252	296	352	
Crescendo Sugar Maple	Acer saccharum 'Morton'	Spring/Fall	222	254	287		231	264	298		235	270	304		240	275	310		252	296	352	
Hot Wings Maple	Acer tataricum 'GarAnn'	Spring/Fall	222	254	315		231	264	328		235	270	335		240	275	342		252	296	352	
Crimson Sunset Maple	Acer truncatum x A. platanoides 'JFS-KW202'	Spring/Fall	222	254	315		231	264	328		235	270	335		240	275	342		252	296	352	
Pacific Sunset Maple	Acer truncatum x A. platanoides 'Warrenred'	Spring/Fall	222	254	287	355	231	264	298		235	270	304		240	275	310		252	296	352	
Autumn Fantasy Maple	Acer x freemani 'Autumn Fantasy'	Spring/Fall	211	243	276		219	253	287		224	258	293		228	263	298		237	274	320	
Matador Maple	Acer x freemani 'Balliston'	Spring/Fall					219	253	287		224	258	293		228	263	298		237	274	320	
Celebration Maple	Acer x freemani 'Celzam'	Spring/Fall	211	243	276	335	219	253	287		224	258	293		228	263	298		237	274	320	
Autumn Blaze Maple	Acer x freemani 'Jeffersred'	Spring/Fall	211	243	276	335	219	253	287		224	258	293		228	263	298		237	274	320	
Autumn Splendor Horsechestnut	Aesculus arnoldiana 'Autumn Splendor'	Spring/Fall Caution	233	265	297		242	276	308		247	281	316		252	287	322		263	308	342	
Early Glow Buckeye	Aesculus glabra 'JN Select'	Spring/Fall Caution	233	265	297		242	276	308		247	281	316		252	287	322		263	308	342	
Yellow Buckeye	Aesculus octandra	Spring/Fall Caution	233	265	297		242	276	309		247	281	316		252	287	322		263	308	342	
Spaeth's Alder	Alnus x spaethii	Spring/Fall Caution	222	254	287		231	264	298		235	270	304		240	275	310		240	286	330	
Autumn Brilliance Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	Spring/Fall	222	254	287		231	264	298		235	270	304		240	275	310		241	275	320	
Lustre Allegheny Serviceberry	Amelanchier laevis 'Lustre'	Spring/Fall									235	270	304		240	275	310		241	275	320	
River Birch	Betula nigra	Spring	189	211	233		197	219	241		201	224	247		205	228	252		205	241	275	
Heritage River Birch	Betula nigra 'Cully'	Spring	189	211	233		197	219	241		201	224	247		205	228	252		205	241	275	
Dakota Pinnacle Birch	Betula platyphylla 'Fargo'	Spring	189	211	233		197	219	241		201	224	247		205	228	252		205	241	275	
Pyramidal European Hornbeam	Carpinus betulus 'Fastigiata'	Spring	222	254	287		231	264	298		235	270	304		240	275	310		252	296	342	
Emerald Avenue Hornbeam	Carpinus betulus 'JFS-KW1CB'	Spring	222	254	305		231	264	317		235	270	323		240	275	329		252	296	342	
American Hornbeam	Carpinus caroliniana	Spring	222	254	287		231	264	298		235	270	304		240	275	310		252	296	342	
Firespire American Hornbeam	Carpinus caroliniana 'JN Upright'	Spring									235	270			240	275			252	296		
JN Strain American Hornbeam	Carpinus caroliniana 'JN Strain'	Spring									235	270			240	275			252	296		
Northern Catalpa	Catalpa speciosa	Spring/Fall	200	233	265		208	242	276		212	247	281		217	252	287		225	262	298	
Heartland Catalpa	Catalpa speciosa 'Hiawatha'	Spring/Fall	200	233	265		208	242	276		212	247	281		217	252	287		225	262	298	
Purple Catalpa	Catalpa x erubescens 'Purpurea'	Spring/Fall	200	233	265		208	242	276		212	247	281		217	252	287		225	262	298	



# Spring Grove Nursery Prices for Suburban Tree Consortium - Exhibit B

Revised 8-6-21

Common Name	Scientific Name	Planting Season	Fall 2021/Spring 2022				Fall 2022/Spring 2023				Fall 2023/Spring 2024				Fall 2024/Spring 2025				Fall 2025/Spring 2026			
			2"	2.5"	3.0"	3.5"	2"	2.5"	3.0"	3.5"	2"	2.5"	3.0"	3.5"	2"	2.5"	3.0"	3.5"	2"	2.5"	3.0"	3.5"
Hackberry	Celtis occidentalis	Spring/Fall	211	238	276		219	247	287		224	252	293		228	257	298		240	286	330	
Eastern Redbud	Cercis canadensis	Spring	222	254	287		231	264	298		235	270	304		240	275	310		252	296	342	
Perkins Pink Yellowwood	Cladrastis kentukea 'Perkins Pink'	Spring	222	254	287		231	264	298		235	270	304		240	275	310		263	308	342	
Yellowwood	Cladrastis kentukea	Spring									235	270	304		240	275	310		263	308	342	
Pagoda Dogwood	Cornus alternifolia	Spring/Fall									235	270			240	275			240	286		
Golden Glory Corneliancherry Dogwood	Cornus mas 'Golden Glory'	Spring/Fall	222	254			231	264			235	270			240	275			240	286		
Turkish Filbert	Corylus corlurna	Spring	222	254			231	264			235	270			240	275			252	286		
Thornless Cockspur Hawthorn	Crataegus crusgalli v. inermis	Spring	178	211	243		186	219	253		189	224	258		193	228	263		207	241	275	
Thornless Cockspur Hawthorn	Crataegus virdis 'Winter King'	Spring	178	211	243		186	219	253		189	224	258		193	228	263		207	241	275	
Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry'	Spring/Fall	276	308			287	321			293	327			298	334			320	364		
Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring/Fall									293	327			298	334			320	364		
Skyline Honeylocust	Gleditsia triacanthos 'Skycole'	Spring/Fall	211	243	276		219	253	287		224	258	293		228	263	298		240	286	330	
Streetkeeper Honeylocust	Gleditsia triacanthos 'Street Keeper'	Spring/Fall	211	243	276		219	253	287		224	258	293		228	263	298		240	286	330	
Northern Sentinel Honeylocust	Gleditsia triacanthos 'JFS GIMorgenson1'	Spring/Fall									224	258	293		228	263	298		240	286	330	
Kentucky Coffee Tree	Gymnocladus dioicus	Spring/Fall	222	254	287		231	264	298		235	270	304		240	275	310		242	286	330	
Espresso Kentucky Coffee Tree	Gymnocladus dioicus 'Espresso-JFS'	Spring/Fall	222	254	287		231	264	298		235	270	304		240	275	310		242	286	330	
Skinny Latte Kentucky Coffee Tree	Gymnocladus dioicus 'Morton'	Spring/Fall					231	264			235	270	304		240	275	310		242	286	330	
True North Kentucky Coffee Tree	Gymnocladus dioicus 'UMIN Synergy'	Spring/Fall	222	254	287		231	264	298		235	270	304		240	275	310		242	286	330	
Moraine Sweetgum	Liquidambar styraciflua 'Moraine'	Spring	243	276	308		253	287	321		258	293	327		263	298	334		263	305	351	
Worpelsdon Sweetgum	Liquidambar styraciflua 'Worpelsdon'	Spring	243	276	308		253	287	321		258	293	327		263	298	334		263	305	351	
Tulip Tree	Liriodendron tulipifera	Spring	243	276	308		253	287	321		258	293	327		263	298	334		263	305	351	
Arnold Tulip Tree	Liriodendron tulipifera 'Arnold'	Spring	243	276	308		253	287	321		258	293	327		263	298	334		263	305	351	
Emerald City Tulip Tree	Liriodendron tulipifera 'JFS-Oz'	Spring	243	276	308		253	287	321		258	293	327		263	298	334		263	305	351	
Amur Maackia	Maackia amurensis	Spring/Fall	211	243			219	253			224	258			228	263			241	274		
White Shield Osage Orange	Maclura pomifera 'White Shield'	Spring/Fall	211	243	276		219	253	287		224	258	293		228	263	298		241	274	320	
Butterflies Magnolia	Magnolia acuminata 'Butterflies'	Spring	211	243			219	253			224	258			228	263			241	274		
Firebird Crabapple	Malus sargentii 'Select A'	Spring/Fall	189	222			197	231			201	235			205	240			213	247		
Golden Raindrops Crabapple	Malus 'Schmidtcutleaf'	Spring/Fall	189	222			197	231			201	235			205	240			213	247		
Prairifire Crabapple	Malus 'Prairifire'	Spring/Fall	189	222			197	231			201	235			205	240			213	247		
Profusion Crabapple	Malus 'Profusion'	Spring/Fall	189	222			197	231			201	235			205	240			213	247		
Red Jewel Crabapple	Malus 'Jewelcole'	Spring/Fall	189	222			197	231			201	235			205	240			213	247		
Royal Raindrops Crabapple	Malus 'JFS-KW5'	Spring/Fall	189	222			197	231			201	235			205	240			213	247		
Sargent Tina Crabapple	Malus sargentii 'Tina'	Spring/Fall	189	222			197	231			201	235			205	240			213	247		
Show Time Crabapple	Malus 'Shotizam'	Spring/Fall	189	222			197	231			201	235			205	240			213	247		
Spring Snow Crabapple	Malus 'Spring Snow'	Spring/Fall	189	222			197	231			201	235			205	240			213	247		
Gladiator Crabapple	Malus x adstringens 'Durlco'	Spring/Fall													205	240			213	247		



Spring Grove Nursery Prices for Suburban Tree Consortium - Exhibit B

Revised 8-6-21

Common Name	Scientific Name	Planting Season	Fall 2021/Spring 2022				Fall 2022/Spring 2023				Fall 2023/Spring 2024				Fall 2024/Spring 2025				Fall 2025/Spring 2026			
			2"	2.5"	3.0"	3.5"	2"	2.5"	3.0"	3.5"	2"	2.5"	3.0"	3.5"	2"	2.5"	3.0"	3.5"	2"	2.5"	3.0"	3.5"
Ruby Dayze Crabapple	Malus 'JFS-KW139MX'	Spring/Fall																				
Raspberry Spear Crabapple	Malus 'JFS-KW213MX'	Spring/Fall																				
Dawn Redwood	Metasequoia glyptostroboides	Spring	211	243	276		219	253	287		224	258	293		228	263	298		236	270	316	
American Hophornbeam	Ostrya virginiana	Spring	222	254	287		231	264	298		235	270	304		240	275	310		252	296	342	
Autumn Treasure Hophornbeam	Ostrya virginiana 'JFS-KW5'	Spring					231	264			235	270	304		240	275	310		252	296	342	
Exclamation London Planetree	Platanus x acerifolia 'Morton Circle'	Spring	211	243	276		219	253	287		224	258	293		228	263	298		228	274	320	
Quaking Aspen	Populus tremuloides	Spring	211	243	276		219	253	287		224	258	293		228	263	298		228	274	320	
Swedish Colunar Aspen	Populus tremuloides 'Erecta'	Spring	211	243	276		219	253	287		224	258	293		228	263	298		228	274	320	
Prairie Gold Aspen	Populus tremuloides 'NE-Arb'	Spring					219	253	287		224	258	293		228	263	298		228	274	320	
Little Twist Cherry	Prunus incisa 'Little Twist'	Spring/Fall	189	222			197	231	264		201	235	270		205	240	275		213	247	282	
Pink Flair Cherry	Prunus serotina 'JFS-KW58'	Spring/Fall	189				197	231			201	235			205	240			247	282		
Canada Red Chokecherry	Prunus virginiana 'Canada Red'	Spring/Fall	189	222	254		197	231	264		201	235	270		205	240	275		213	247	282	
Cleveland Select Pear	Pyrus calleryana 'Cleveland Select'	Spring	211	243	276		219	253	287		224	258	293		228	263	298		228	263	298	
Jack Pear	Pyrus calleryana 'Jazzam'	Spring	211	243	276		219	253	287		224	258	293		228	263	298		228	263	298	
White Oak	Quercus alba	Spring	254	287	319		264	298	331		270	304	338		275	310	345		275	316	364	
Swamp White Oak	Quercus bicolor	Spring	243	276	308		253	287	321		258	293	327		263	298	334		263	316	364	
Beacon Oak	Quercus bicolor 'Bonnie and Mike'	Spring	254	287	319		264	298	331		270	304	338		275	310	345		275	316	364	
American Dream Oak	Quercus bicolor 'JFS-KW12'	Spring	254	287	319		264	298	331		270	304	338		275	310	345		275	316	364	
Shingle Oak	Quercus imbricaria	Spring	243	276	308		253	287	321		258	293	327		263	298	334		263	316	364	
Bur Oak	Quercus macrocarpa	Spring	254	287	319		264	298	331		270	304	338		275	310	345		275	316	364	
Cobblestone Oak	Quercus macrocarpa 'JFS-KW14'	Spring	254	287	319		264	298	331		270	304	338		275	310	345		275	316	364	
Chinkapin Oak	Quercus muhlenbergii	Spring	254	287	319		264	298	331		270	304	338		275	310	345		275	316	364	
Crimson Spire Oak	Quercus robur x Q. alba 'Crimschmidt'	Spring	243	276	308		253	287	321		258	293	327		263	298	334		263	316	364	
Streetspire Oak	Quercus robur x Q. alba 'JFS-KW10X'	Spring	243	276	308		253	287	321		258	293	327		263	298	334		263	316	364	
Regal Prince Oak	Quercus robur x Q. bicolor 'Long'	Spring	243	276	308		253	287	321		258	293	327		263	298	334		263	316	364	
Kindred Spirit Oak	Quercus robur x Q. bicolor 'Nadler'	Spring	243	276	308		253	287	321		258	293	327		263	298	334		263	316	364	
Red Oak	Quercus rubra	Spring	243	276	308		253	287	321		258	293	327		263	298	334		263	316	364	
Heritage Oak	Quercus x macdanielii 'Clemons'	Spring	243	276	308		253	287	321		258	293	327		263	298	334		263	316	364	
Scarlett Letter Oak	Quercus x 'Scarlett Letter'	Spring	243	276	308		253	287	321		258	293	327		263	298	334		263	316	364	
Purple Robe Black Locust	Robinia pseudoacacia 'Purple Robe'	Spring	195	233	265		202	242	276		207	247	281		211	252	287		212	258	293	
Ivory Silk Japanese Tree Lilac	Syringa reticulata 'Ivory Silk'	Spring/Fall	222	254	287		231	264	298		235	270	304		240	275	310		252	296	342	
Great Wall Japanese Tree Lilac	Syringa pekinensis 'WFH2'	Spring/Fall													240	275	310		252	296	342	
Snowdance Lilac	Syringa reticulata 'Bailnee'	Spring/Fall													240	275	310		252	296	342	
Bald Cypress	Taxodium distichum	Spring	211	243	276		219	253	287		224	258	293		228	263	298		228	270	316	
Green Whisper Bald Cypress	Taxodium distichum 'JFS-SGPN'	Spring	211	243	276		219	253	287		224	258	293		228	263	298		228	270	316	
Shawnee Brave Bald Cypress	Taxodium distichum 'Mickelson'	Spring	211	243	276		219	253	287		224	258	293		228	263	298		228	270	316	
American Sentry Linden	Tilia americana 'McSentry'	Spring/Fall	211	240	276		219	250	287		224	255	293		228	260	298		241	286	330	
Redmond American Linden	Tilia americana 'Redmond'	Spring/Fall	211	240	276		219	250	287		224	255	293		228	260	298		241	286	330	
Greenspire Littleleaf Linden	Tilia cordata 'Greenspire'	Spring/Fall	211	240	276		219	250	287		224	255	293		228	260	298		241	286	330	



# Spring Grove Nursery Prices for Suburban Tree Consortium - Exhibit B

Revised 8-6-21

Revised 8-8-21				Fall 2021/Spring 2022			Fall 2022/Spring 2023			Fall 2023/Spring 2024			Fall 2024/Spring 2025			Fall 2025/Spring 2026		
Common Name	Scientific Name	Planting Season	2"	2.5"	3.0"	3.5"	2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"
Green Mountain Silver Linden	Tilia tomentosa 'Green Mountain'	Spring/Fall	211	240	276		219	250	287	224	255	293	228	260	298	241	286	330
Jefferson American Elm	Ulmus americana 'Jefferson'	Spring/Fall	211	243	276		219	253	287	224	258	293	228	263	298	241	286	330
Princeton American Elm	Ulmus americana 'Princeton'	Spring/Fall	211	243	276		219	253	287	224	258	293	228	263	298	241	286	330
New Horizon Elm	Ulmus japonica x pumila 'New Horizon'	Spring/Fall	211	243	276		219	253	287	224	258	293	228	263	298	241	286	330
Accolade Elm	Ulmus japonica x wilsoniana 'Morton'	Spring/Fall	211	243	276		219	253	287	224	258	293	228	263	298	241	286	330
Triumph Elm	Ulmus 'Morton Glossy'	Spring/Fall	211	243	276		219	253	287	224	258	293	228	263	298	241	286	330
Emerald Sunshine Elm	Ulmus propinqua 'JFS-Bieberich'	Spring/Fall	211	243	276		219	253	287	224	258	293	228	263	298	241	286	330
Musashino Japanese Zelkova	Zelkova serrata 'Musashino'	Spring/Fall	211	243	276		219	253	287	224	258	293	228	263	298	236	270	316

WILSON NURSERIES, INC. PRICING FOR THE SUBURBAN TREE CONSORTIUM



2022 marks our 50th year in business and we're thankful to have been in partnership with the West Central Municipal Conference Shade Tree Consortium for over 30 of those years. As we continue to be a dependable supplier of high quality trees, we also continue to change our product mix to provide a variety of cultivars that are hardy in our zone. If you don't see something that you would like us to grow please send us a request for the variety, size and year wanted. Thank you

COMMON NAME	LATIN NAME	PLANTING SEASON	Fall 2021												Fall 2022												Fall 2023				Fall 2024				Fall 2025																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
			Spring 2022				2.0"				2.5"				3.0"				2.0"				2.5"				3.0"				2.0"				2.5"				3.0"																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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WILSON NURSERIES, INC. PRICING FOR THE SUBURBAN TREE CONSORTIUM

COMMON NAME	LATIN NAME	PLANTING SEASON	Fall 2021				Fall 2022				Fall 2023				Fall 2024				Fall 2025			
			Spring 2022		3.0"		2.0"		2.5"		3.0"		2.0"		2.5"		3.0"		2.0"		2.5"	
Kentucky Coffeetree	Gymnocladus dioicus	Spring & Fall	190	205	225		200	215			215	230			235	250			235	250		
Decaf™ Kentucky Coffeetree	Gymnocladus dioicus Decaf	Spring & Fall	190	205							215	230			235	250			235	250		
Espresso™ Kentucky Coffeetree	Gymnocladus dioicus 'Espresso-JFS'	Spring & Fall					200	215			215	230			235	250						
Skinny Latte Kentucky Coffeetree	Gymnocladus dioicus 'Morton'	Spring & Fall													235	250						
*NEW*																						
Camelot® Crabapple	Malus 'Camzam'	Spring & Fall	155	165																		
Coralburst® Crabapple	Malus 'Coralcole'	Spring & Fall	155	165			165	175			170	180			185	195			195	215		
Firebird® Crabapple	Malus sargentii 'Select A'	Spring & Fall	155	165			165															
Gladiator™ Crabapple	Malus x sargentiana 'Durleo' PP20,167	Spring & Fall	155	165			170	180			170	180			185	195			195	215		
Prairifire Crabapple	Malus 'Prairifire'	Spring & Fall	175																			
Red Jewel Crabapple	Malus 'Jewelcole'	Spring & Fall	155	165			170	180			170	180			185	195			195	215		
Royal Raindrops® Crabapple	Malus 'JFS-KW5' PP14375	Spring & Fall	155	165																		
Ruby Tears™ Crabapple	Malus 'Bailears' PP22,001	Spring & Fall	155	165			170	180			170	180			185	195			195	215		
Sargent Tina Crabapple	Malus Sargent Tina	Spring & Fall	190	200			190	200			175	185			190	200			195	215		
Show Time™ Crabapple	Malus 'Shotizam'	Spring & Fall	155	165			165	175			170	180			185	195			195	215		
Spring Snow Crabapple	Malus x 'Spring Snow'	Spring & Fall	155	165			190	200			175	180			190	200			195	215		
Starlite® Crabapple	Malus x 'Jeflite'	Spring & Fall																				
Black Tupelo	Nyssa sylvatica	Late spring only	215				225				240	255			255	270			255	270		
Majestic Black Tupelo	Nyssa sylvatica 'MONN2'	Late spring only	215				225				240	255			255	270			255	270		
Exclamation!™ London Planetree	Platanus x acerifolia 'Morton Circle'	Spring only	170	180			175	185			185	195			195	205			200	220		
Ironwood/American Hophornbeam	Ostrya virginiana	Spring only									220	235			230	245			255	270		
Quaking Aspen	Populus tremuloides	Spring only					180				185	195			195	205			195	205		
Summer Shimmer Aspen	Populus tremuloides 'Summer Shimmer'	Spring only													195	205						
Chanticleer Pear	Pyrus calleryana 'Glen's Form'	Late spring only	195	205																		
Swamp White Oak	Quercus bicolor - Swamp White	Late spring only	190	235			205	250			225	260			245	280			245	265		
Scarlet Oak	Quercus coccinea - Scarlet	Late spring only	190	235							225	260			245	280			245	265		
Bur Oak	Quercus macrocarpa - Bur	Late spring only	190	235	255		205	250	265		225	260			245	280			245	265		
Chinkapin Oak	Quercus muehlenbergii	Late spring only	190				205				225	260			245	265			245	265		
Regal Prince® Oak	Quercus robur x bicolor 'Long'	Late spring only	190				205	250			225	260			245	280			245	265		
Red Oak	Quercus rubra - Red	Late spring only	190	235			205	250			225	260			245	280			245	265		
Scarlet Letter™ English Oak	Quercus x Scarlet Letter	Late spring only	190	215							225	260			245	280			245	265		
Shumard Oak	Quercus shumardii	Late spring only									225	260			245	280			245	265		
Ivory Silk Japanese Tree Lilac	Syringa reticulata 'Ivory Silk'	Spring & Fall	225	235				245			240	250			260	270			245	265		
Snowdance™ Japanese Tree Lilac	Syringa reticulata 'Bailnee'	Spring & Fall	225	235				245			240	250			260	270			245	265		
Common Baldcypress	Taxodium disticum	Late spring only	205	215			205	215			210	220			230	240			230	240		
Shawnee Brave Bald Cypress	Taxodium disticum 'Mickelson'	Late spring only	205	215			205	215			210	220			230	240			230	240		



WILSON NURSERIES, INC. PRICING FOR THE SUBURBAN TREE CONSORTIUM

COMMON NAME	LATIN NAME	PLANTING SEASON	Fall 2021		Fall 2022		Fall 2023		Fall 2024		Fall 2025	
			2.0"	2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"
American Sentry® Linden *NEW*	Tilia americana 'McKsentry'	Spring & Fall	210	220	225 235	225 235	225 235	225 235	225 235	225 235	245 255	245 255
Redmond American Linden	Tilia americana 'Redmond'	Spring & Fall	210	220	210 220	210 220	225 235	225 235	245 255	245 255	245 255	245 255
Greenspire Littleleaf Linden	Tilia cordata 'Greenspire'	Spring & Fall	210	220	210 220	210 220	225 235	225 235	245 255	245 255	245 255	245 255
Sterling Silver Linden	Tilia tomentosa 'Sterling'	Spring & Fall	210	220	210 220	210 220	225 235	225 235	245 255	245 255	245 255	245 255
Harvest Gold Linden	Tilia x mongolia 'Harvest Gold'	Spring & Fall			225 235	225 235	225 235	225 235	245 255	245 255		
Princeton Elm	Ulmus americana 'Princeton'	Spring only	185	195	210 220	210 220	215 225	215 225	245 255	245 255	245 255	245 255
Prospector Elm	Ulmus davidiana var. japonica 'Prospector'	Spring only	185	195								
New Horizon Elm	Ulmus japonica x pumila 'New Horizon'	Spring only	185	195	225 235	225 235	225 235	225 235				
Frontier Elm	Ulmus 'Frontier'	Spring only	185	195	210 220	210 220	225 235	225 235	245 255	245 255	245 255	245 255
Accolade™ Elm	Ulmus 'Morton'	Spring only	185	195	210 220	210 220	215 225	215 225	245 255	245 255	245 255	245 255
Triumph™ Elm	Ulmus 'Morton Glossy'	Spring only	185	195	210 220	210 220	215 225	215 225	245 255	245 255	245 255	245 255

# **Pugsley & LaHaie REGULAR CONTRACT Prices for the Suburban Tree Consortium**

Revised 8/12/21

	5' or 1.5"	6' or 2"	7' or 2.5"	8' or 3"	9' or 3.5"	10' or 4"	12' or 4.5"
<b>Ball Size Bid On Tree Installation</b>	<b>20 - 23.5"</b>	<b>24-27.5"</b>	<b>28-31.5"</b>	<b>32-37.5"</b>	<b>38-41.5"</b>	<b>42-47.5"</b>	<b>48-53.5"</b>
2022	74.50	95.50	100.75	130.25	157.50	180.50	216.25
2023	80.00	102.00	108.00	139.00	169.00	193.00	231.00
2024	84.00	108.00	120.00	146.00	179.00	220.00	260.00
2025	95.00	122.00	130.80	168.00	204.00	235.00	280.00
2026	103.00	132.00	141.00	182.00	220.00	255.00	295.00
<b>Delivery from Spring 2022 thru Fall 2022 from Wilson, Klehm &amp; Fiore Nurseries:</b>							
	18.00	20.00	23.00	30.00	35.00	47.00	56.00
<b>Delivery for Spring 2022 thru Fall 2022 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>							
	21.00	24.00	27.00	35.00	37.00	53.00	63.00
<b>Delivery for Spring 2022 thru Fall 2022 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>							
	29.00	33.00	36.00	41.00	46.00	56.00	71.00
<b>Delivery from Spring 2023 thru Fall 2023 from Wilson, Klehm &amp; Fiore Nurseries:</b>							
	19.00	21.00	24.00	31.00	36.00	48.00	58.00
<b>Delivery for Spring 2023 thru Fall 2023 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>							
	22.00	25.00	28.00	36.00	38.00	55.00	65.00
<b>Delivery for Spring 2023 thru Fall 2023 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>							
	30.00	34.00	37.00	42.00	47.00	58.00	73.00
<b>Delivery from Spring 2024 thru Fall 2024 from Wilson, Klehm &amp; Fiore Nurseries:</b>							
	19.50	21.50	24.50	31.50	36.50	55.00	65.00
<b>Delivery for Spring 2024 thru Fall 2024 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>							
	22.50	25.50	28.50	36.50	38.50	60.00	73.00
<b>Delivery for Spring 2024 thru Fall 2024 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>							
	30.50	34.50	37.50	42.50	47.50	65.00	81.00
<b>Delivery from Spring 2025 thru Fall 2025 from Wilson, Klehm &amp; Fiore Nurseries:</b>							
	21.00	23.00	26.00	34.00	39.00	61.00	72.00
<b>Delivery for Spring 2025 thru Fall 2025 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>							
	24.00	28.00	31.00	39.00	42.00	67.00	81.00
<b>Delivery for Spring 2025 thru Fall 2025 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>							
	33.00	37.00	40.00	46.00	51.00	72.00	90.00
<b>Delivery from Spring 2026 thru Fall 2026 from Wilson, Klehm &amp; Fiore Nurseries:</b>							
	23.00	25.00	28.25	37.00	42.50	66.50	78.50
<b>Delivery for Spring 2026 thru Fall 2026 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>							
	26.00	30.50	33.75	42.50	45.75	73.00	88.25
<b>Delivery for Spring 2026 thru Fall 2026 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>							
	36.00	40.25	43.50	50.25	55.50	78.50	98.00
<b>Mulch Spring 2022 thru Fall 2022</b>							
	12.00	13.00	14.00	15.00	16.00	16.50	17.50
<b>Mulch Spring 2023 thru Fall 2023</b>							
	13.00	14.00	15.00	16.00	17.00	17.50	18.50
<b>Mulch Spring 2024 thru Fall 2024</b>							
	14.00	15.00	16.00	17.00	18.00	18.50	19.50
<b>Mulch Spring 2025 thru Fall 2025</b>							
	17.00	18.00	19.00	20.00	21.00	21.00	22.00
<b>Mulch Spring 2026 thru Fall 2026</b>							
	18.50	19.75	20.75	21.75	23.00	23.00	24.00

## **Extra Services 2022 Season:**

<b>Gator Bag Brand Water Bags</b>	23.75
<b>Generic Water Bags</b>	15.50

## **Fold Cage (if not low profile), Cut Twine, Peel Back Burlap**

	<b>1.5"-3"</b>	<b>3.5"-4.5"</b>
Per Tree Cost	3.25	4.35
<b>Cut Basket/Remove (in addition to above cost)</b>		
	<b>1.5"-3"</b>	<b>3.5"-4.5"</b>
Per Tree Cost	4.35	5.50

- \* All sizes move/transplant nearby double planting cost or quote basis
- \* Optional out of specification planting requests \$1.00 per inch/per tree cost

**Delivery Fuel Surcharge**

	Per Gallon \$3.00-\$4.00	Per Gallon \$4.01-\$5.00	Per Gallon \$5.01-\$6.00	Per Gallon \$6.01+
Per Tree Cost	1.30	2.40	3.50	4.60

---

**Pugsley & LaHaie, Ltd. Prevailing Wage Prices for the Suburban Tree Consortium**

Revised 8-12-21

<b>Ball Size Bid On Tree Installation</b>	<b>5' or 1.5" 20 - 23.5"</b>	<b>6' or 2" 24-27.5"</b>	<b>7' or 2.5" 28-31.5"</b>	<b>8' or 3" 32-37.5"</b>	<b>9' or 3.5" 38-41.5"</b>
2022	141.50	163.50	197.00	243.00	307.00
2023	151.00	175.00	211.00	260.00	328.00
2024	161.50	189.00	234.00	278.00	354.50
2025	176.00	206.00	255.00	303.00	386.00
2026	192.00	225.00	278.00	330.00	420.00
<b>Delivery from Spring 2022 thru Fall 2022 from Wilson, Klehm &amp; Fiore Nurseries:</b>	22.50	26.75	30.25	34.75	44.75
<b>Delivery from Spring 2022 thru Fall 2022 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>	25.75	30.25	36.00	41.50	51.50
<b>Delivery from Spring 2022 thru Fall 2022 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>	33.50	38.00	42.50	50.50	56.00
<b>Delivery from Spring 2023 thru Fall 2023 from Wilson, Klehm &amp; Fiore Nurseries:</b>	23.00	28.00	31.00	36.00	46.00
<b>Delivery from Spring 2023 thru Fall 2023 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>	27.00	31.00	37.00	43.00	53.00
<b>Delivery from Spring 2023 thru Fall 2023 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>	35.00	39.00	44.00	52.00	58.00
<b>Delivery from Spring 2024 thru Fall 2024 from Wilson, Klehm &amp; Fiore Nurseries:</b>	24.50	29.50	32.50	37.50	47.50
<b>Delivery from Spring 2024 thru Fall 2024 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>	28.50	32.50	38.50	44.50	54.50
<b>Delivery from Spring 2024 thru Fall 2024 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>	36.50	40.50	45.50	53.50	59.50
<b>Delivery from Spring 2025 thru Fall 2025 from Wilson, Klehm &amp; Fiore Nurseries:</b>	27.00	33.00	36.00	42.00	53.00
<b>Delivery from Spring 2025 thru Fall 2025 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>	32.00	36.00	43.00	50.00	61.00
<b>Delivery from Spring 2025 thru Fall 2025 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>	41.00	45.00	51.00	60.00	67.00
<b>Delivery from Spring 2026 thru Fall 2026 from Wilson, Klehm &amp; Fiore Nurseries:</b>	29.50	36.00	39.25	45.75	57.75
<b>Delivery from Spring 2026 thru Fall 2026 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>	35.00	39.24	47.0039.25	54.50	66.50
<b>Delivery from Spring 2026 thru Fall 2026 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>	44.75	49.00	55.75	65.50	73.00
<b>Mulch Spring 2022 thru Fall 2022</b>	18.00	19.00	20.00	22.00	26.00
<b>Mulch Spring 2023 thru Fall 2023</b>	19.00	20.00	21.00	23.00	27.00
<b>Mulch Spring 2024 thru Fall 2024</b>	20.00	21.00	22.00	24.00	28.00
<b>Mulch Spring 2025 thru Fall 2025</b>	22.00	23.00	24.00	26.00	29.00
<b>Mulch Spring 2026 thru Fall 2026</b>	24.00	25.00	26.00	28.00	32.00
<b>Delivery Fuel Surcharge</b>	Per Gallon \$3.00-\$4.00 Per Gallon \$4.01-\$5.00 Per Gallon \$5.01-\$6.00 Per Gallon \$6.01+				
<b>Per Tree Cost</b>	1.30	2.40	3.50	4.60	





PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: December 21, 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 P. Oakley, P.E., CFM, Director of Public Works and Engineering  
Subject: All Saints Cemetery, 700 N. Des Plaines River Road, Irrigation Water Disconnection

---

**Issue:** We have received the attached request from the Archdiocese of Chicago, Catholic Cemeteries to disconnect the irrigation portion of their water service for All Saints Cemetery at 700 N. Des Plaines River Road. According to City Code Section 9-1-2 (Attachment 2), disconnection from City water requires an exemption from the City Council.

**Analysis:** All Saints Cemetery receives potable water from the City at connection points along Central Road and delivered through two meters: 1-1/2" and 6". The water is then distributed on the property to serve three buildings and irrigation system as shown on Attachment 3. Given the cost of potable water, and sustainability considerations, the Archdiocese of Chicago wishes to disconnect the irrigation portion (shown in green) of their water system and construct a well to irrigate the property.

Based on monthly water meter readings and invoices, the water usage for irrigating the property is approximately 578,556 cubic feet annually at a cost of \$35,350.

The financial effect of the irrigation disconnection on our Water Fund would be reflected in the Capital Improvement Fee component of the water rate: \$0.90 per 100 cubic feet (2022 rate). Annual revenue loss to the fund is estimated to be \$5,200.

**Recommendation:** We recommend approval of the request from the Archdiocese of Chicago, Catholic Cemeteries to disconnect the irrigation portion of their water service for All Saints Cemetery.

**Attachments:**

Attachment 1 – Archdiocese of Chicago Letter  
Attachment 2 – City Code Section 9-1-2  
Attachment 3 – All Saints Cemetery Water Map  
Attachment 4 – Water Usage Spreadsheet  
Resolution R-5-22

ARCHDIOCESE OF CHICAGO

## CATHOLIC CEMETERIES



1400 South Wolf Road  
Hillside, IL 60162  
tel 708.236.5400  
catholiccemeterieschicago.org

December 1, 2021

Michael Bartholomew  
City Manager  
City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016:

Re: All Saints Cemetery  
Irrigation Well

Dear Mr. Bartholomew,

All Saints Cemetery currently receives water from the City of Des Plaines via water connections to the City water system along Central Road on the north side of the cemetery. These connections provide water for fire connections serving the large mausoleum at the corner of Central Road & River Road and potable water for the mausoleum, maintenance building and Cemetery office. Water for our irrigation system is also provided via the connections to the City water main system.

On December 1, 2021, our engineers Steven Jankowski, P.E. and Mark Olesen, P.E. met with Timothy P. Oakley, P.E. and John La Berg, P.E. of the Des Plaines Engineering and Public Works Department to discuss our desire to disconnect our irrigation system from the City water system. No objections to our request were expressed but we were informed that the City Council would need to grant our request.

Our proposed disconnection from the City water system would be achieved by separating the irrigation system from the water mains connecting our buildings to the City water supply. Once the irrigation system is completely separated, we would then have an irrigation well constructed by a well construction contractor. This irrigation system will supply the water spigots throughout the cemetery and be used to keep our recently constructed retention ponds at their normal water level so that they can support fish and plant life in the ponds. Since chlorinated water is not plant or fish friendly, well water would promote healthier fish and plant life.

Please accept this letter as our formal request to disconnect the irrigation system from the City water supply.

If you wish to discuss this reference with me, please call me (708) 236-5470.

Respectfully,

Scott. T. Minogue.  
Director of Technical Services  
Catholic Cemeteries, Archdiocese of Chicago

## **9-1-2: PERMITS REQUIRED:**

### **A. Permit To Use Water:**

1. No person shall, without the authority first had from the mayor and city council, or some authorized agent thereof, take water from any public or private hydrant, hose or pipe, except for fire purposes or for the use of the fire department in case of fire, or shall in any way use or take any water for private use, drinking fountains excepted, unless the person has first paid for same and received a permit from the city as aforesaid.

2. When city public water is available, property owners must disconnect from their private or noncity water system and connect to the city public water system within one year of notice.

3. Any person seeking to disconnect from city water service may request the city council to grant an exemption from the requirement to use city water on such terms and conditions as the city council, in its discretion, may deem appropriate. Any such disconnection shall be at the owner's full and complete expense including the cost of recording a notice of disconnection with the office of the Cook County recorder.

4. Any person violating this subsection A shall be fined a minimum of five hundred dollars (\$500.00) for each offense; a separate offense shall be deemed committed on each day such violation occurs or continues. (Ord. M-63-98, 9-21-1998)

B. Permit To Lay Or Tap Water Pipes: No person shall make any excavation in any street or avenue or other place for the purpose of laying water pipes, or tap any water or service pipe laid down, without a written permit therefor issued by the director of community development and then only such persons as are authorized to perform such work shall do the same, and the particular person or plumber to be employed to do the work shall in each case be named in the permit. The work of making a water tap two inches (2") or less shall be done by city employees. (Ord. M-38-89, 9-5-1989; amd. Ord. M-23-91, 6-17-1991)



# Map

ation for your map.

Legend



Earth

CITY WATER MAIN  
IRRIGATION



700 N Des Plaines River Rd, 6" Meter  
Irrigation Disconnection

Event	Date	Meter Reading	Volume (CF)	Cost	Base Volume (CF)	Est. Irrigation Volume (CF)	Revenue Loss (CI Fee) (\$0.90/CCF, 2022)
Meter Read	11/30/2021	2465303	43,558	\$ 2,894.15	8,058	35,500	\$ 319.50
Meter Read	10/27/2021	2421745	93,685	\$ 5,956.91	8,058	85,627	\$ 770.64
Meter Read	09/24/2021	2328060	99,666	\$ 6,322.35	8,058	91,608	\$ 824.47
Meter Read	08/21/2021	2228394	105,107	\$ 6,654.80	8,058	97,049	\$ 873.44
Meter Read	07/18/2021	2123287	100,032	\$ 6,344.72	8,058	91,974	\$ 827.77
Meter Read	06/15/2021	2023255	104,159	\$ 6,596.87	8,058	96,101	\$ 864.91
Meter Read	05/12/2021	1919096	77,331	\$ 4,957.68	8,058	69,273	\$ 623.46
Meter Read	04/09/2021	1841765	19,482	\$ 1,423.11	8,058	11,424	\$ 102.82
Meter Read	03/06/2021	1822283	8,606	\$ 758.59	8,058	548	\$ 4.93
Meter Read	02/03/2021	1813677	8,200	\$ 733.78	8,058	142	\$ 1.28
Meter Read	12/31/2020	1805477	7,943	\$ 718.08	8,058	(115)	\$ (1.04)
Meter Read	11/30/2020	1797534	7,483	\$ 689.97	8,058	(575)	\$ (5.18)
			675,252	\$ 44,051.02	96,696	578,556	\$ 5,207.00

	6" Meter (Monthly)	Wholesale (/CCF)	O&M (/CCF)	CI Fee (/CCF)
Rate:	\$ 232.76	\$ 3.08	2.23	\$ 0.80
Base Consumption (Nov - Mar monthly avg) =				8,058 CF

**CITY OF DES PLAINES**

**RESOLUTION R - 5 - 22**

**A RESOLUTION GRANTING AN EXEMPTION TO THE  
ARCHDIOCESE TO DISCONNECT THEIR IRRIGATION  
SYSTEM FROM THE CITY'S WATER SUPPLY.**

**WHEREAS**, the Archdiocese of Chicago, Catholic Cemeteries ("*Archdiocese*") has submitted a request to disconnect the irrigation portion of its water service for All Saints Cemetery at 700 N. Des Plaines River Road from the City's water supply system ("*Disconnection*"); and

**WHEREAS**, Section 9-1-2 of the City of Des Plaines City Code ("*City Code*") requires property owners to connect to the City's water supply system when a connection is available; and

**WHEREAS**, Section 9-1-2 of the City Code also provides that any person seeking to disconnect from City water service may submit a request the City Council for an exemption from the requirement to use city water on such terms and conditions as the City Council, in its discretion, may deem appropriate ("*Exemption*"); and

**WHEREAS**, City staff has determined that the Disconnection by the Archdiocese will not adversely affect the City; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to grant an Exemption for the Disconnection by the Archdiocese;

**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 EXEMPTION.** The City Council hereby authorizes the Exemption for the Disconnection by the Archdiocese.

**SECTION 3: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**[SIGNATURE PAGE FOLLOWS]**

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

---

**MAYOR**

ATTEST:

Approved as to form:

---

**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

DP-Resolution Granting an Exemption to the Archdiocese to Disconnect from the City Water Supply



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: December 21, 2021

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

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

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

Subject: Professional Services Master Contract – Havey Communications, Inc.

---

**Issue:** The Public Works and Engineering Department requests a new 3-year Master Contract with Havey Communications, Inc. for vehicle equipment installation, maintenance and repair. Their current contract expires December 31, 2021.

**Analysis:** The Master Contract allows the City to enter into professional service Task Order agreements with the contractor to perform a variety of 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 contractor.

**Recommendation:** We recommend approval of the new master contract with Havey Communications, Inc., 28835 Herky Drive, #117, Lake Bluff, IL 60044.

**Attachments:**

Resolution R-6-22  
Exhibit A - Master Contract

**CITY OF DES PLAINES**

**RESOLUTION R - 6 - 22**

**A RESOLUTION APPROVING A MASTER CONTRACT  
WITH HAVEY COMMUNICATIONS, INC. FOR VEHICLE  
REPAIR AND MAINTENANCE 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 a contractor to perform certain vehicle maintenance and repair services, including the installation and support of public safety equipment on police vehicles, on an as needed basis ("*Services*"); and

**WHEREAS**, Havey Communications, Inc. ("*Contractor*") has performed the Services for the City in the past to the City's satisfaction; and

**WHEREAS**, the City desires to enter into a master contract with Contractor to perform the 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 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 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 \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

---

**MAYOR**

ATTEST:

Approved as to form:

---

**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

DP-Resolution Approving Master Contract with Havey Communications

Master Contract  
Between the City of Des Plaines  
And Havey Communications, Inc.  
For Vehicle Repair and Modification Services

Master Contract  
Between the City of Des Plaines  
And Havey Communications, Inc.  
For Vehicle Repair and Modification Services

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Master Contract  
Between The City of Des Plaines  
And Havey Communications, Inc.  
For Vehicle Repair and Modification 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 Havey Communications, Inc. (the “*Contractor*”).

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 Contractor 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 Contractor will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Contractor. Also, the City may enter into master contracts with other contractors, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Contractor to Perform. The Contractor must provide all personnel necessary to complete the Services. The Contractor 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-contractors and supplies used by the Contractor in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-contractor or supplier will not relieve the Contractor 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-contractor 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 Contractor. If any sub-contractor or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Contractor, immediately on notice from the City, must remove that sub-contractor or supplier and undertake the Services itself or replace the sub-contractor or supplier with a sub-contractor or supplier acceptable to the City. The Contractor 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 Contractor 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 Contractor the amounts stated in each future approved task order. 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 Contractor.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Contractor 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 Contractor'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 Contractor and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits,

pensions, annuities, or other similar benefits. The Contractor 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 Contractor 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 Contractor of an invoice for final acceptance and payment. The City will make final payment to the Contractor 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 Contractor of Final Payment will operate as a full and complete release of the City by the Contractor 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 Contractor or the City made by any of the Contractor's sub-contractors or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor under this Contract.

2.7 Keeping Books and Accounts. The Contractor 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 Contractor must make all such material available for inspection by the City, at the office of the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor or of the Contractor’s sub-contractors or suppliers, so long as that notice of the defects is given by the City to the Contractor within two years after completion of the Services.

3.3 Risk of Loss. The Contractor bears the risk of loss in providing all Services. The Contractor is responsible for any and all damages to property or persons caused by any Contractor 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 Contractor’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 Contractor, to indemnify, hold harmless, or reimburse the Contractor for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Contractor 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 Contractor’s experience and qualifications, and those opinions represent the Contractor’s best judgment as an experienced and qualified professional, familiar with the industry. The Contractor does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Contractor.

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 Contractor 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 Contractor does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Contractor to properly perform, or the liability of the Contractor for failure to properly perform, all of the Services required by the Contractor 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 Contractor 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 Contractor existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Contractor 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 contractors when the services of other contractors are requested by the Contractor 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 Contractor as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Contractor, 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 Contractor 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 Contractor 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 Contractor. The Contractor must stop the performance of all Services within the scope of the suspension notice until the City directs the Contractor 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 Contractor 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 Contractor begins work on any changed Services, the Contractor must notify the City in writing if the Contractor desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Contractor’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 Contractor does not submit a Revision Notice within the 10-day period, then the Contractor 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 Contractor 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 Contractor must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Contractor will be compensated equitably for the work the Contractor 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 Contractor. If the Contractor 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 Contractor may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Contractor’s request must be submitted before the Contractor 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 Contractor, then the Contractor 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 Contractor 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 Contractor’s request, if any, for a change in Compensation or Project Schedule. If the Contractor fails to submit notices as provided in this Section 4.5, then the Contractor will be deemed to have waived any right to an adjustment in Compensation for the Services.

## ARTICLE 5. INSURANCE

5.1 Insurance. The Contractor 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 Contractor 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 Contractor's work, including without limitation activities performed by or on behalf of the Contractor and automobiles owned, leased, hired, or borrowed by the Contractor. 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 Contractor'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 Contractor 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 Contractor.

(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 Contractor 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 Contractor 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-Contractors and Suppliers. The Contractor must include all sub-contractors 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 Contractor 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 Contractor or its employees or sub-contractors 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 Contractor or its employees or sub-contractors 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 Contractor. The City must provide notice of a Claim to the Contractor within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Contractor expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Contractor, 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor will be entitled to Compensation for all Service performed by the Contractor up to the date of termination. The Contractor is not



entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Contractor.

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 Contractor and failure of the Contractor 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 Contractor seeking additional time to cure. "*Breach*" by the Contractor includes (a) failure of the Contractor to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Contractor to properly perform Services, (c) or failure of the Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Contractor for Breach. The Contractor at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Contractor and failure of the City to cure the breach within 10 days after that written notice or such further time as the Contractor may agree, in the Contractor's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Contractor without Cause. The Contractor 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 Contractor 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 Contractor as Independent Contractor. For purposes of this Contract, the Contractor is an independent contractor 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 Contractor 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 Contractor may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Contractor must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Contractor Payments; Waivers of Liens. The Contractor must pay promptly for all services, labor, materials, and equipment used or employed by the Contractor 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 Contractor, 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 Contractor must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Contractor's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Contractor'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 Contractor observes a potentially hazardous condition relating to the Services, the Contractor must bring that condition to the attention of the City.

(c) Hazardous Materials. The Contractor 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 Contractor under those circumstances must take appropriate precautions to protect its employees, sub-contractors, and suppliers.

9.6 Intellectual Property. The Contractor 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 Contractor is alleged to have infringed on

any Intellectual Property, then, in addition to the Contractor's obligations to indemnify Indemnified Parties under this Master Contract, the Contractor also, at the sole discretion of the City and at the Contractor'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 Contractor 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 Contractor as proprietary and confidential information ("*Confidential Information*"). The Contractor 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 Contractor independently from this Master Contract, (iii) received by the Contractor 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 Contractor must ensure that the foregoing obligations of confidentiality and use extend to and bind the Contractor's sub-contractors 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 Contractor's confidential information, will be and remain the sole property of the City. The Contractor must promptly deliver all Data to the City at the City's request. The Contractor is responsible for the care and protection of the Data until that delivery. The Contractor may retain one copy of the Data for the Contractor's records subject to the Contractor's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Contractor agrees not to assert, or to allow persons performing under the Contractor'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 Contractor agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Contractor 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 Contractor:

Havey Communications, Inc.  
28835 Herky Drive, #117  
Lake Bluff, Illinois 60044  
Attn: Michael Havey

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 Contractor only and there can be no valid claim made or held against the City or the Contractor 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 Contractor 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 Contractor will remain responsible to the City for the proper performance of the Contractor's obligations under this Master Contract. The terms and conditions of any agreement by the Contractor 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 Contractor.

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 Contractor 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 Contractor 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 Contractor's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Contractor represents that (1) no City employee or agent is interested in the business of the Contractor or this Master Contract, (2) as of the Effective Date neither the Contractor nor any person employed or associated with the Contractor 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 Contractor nor any person employed by or associated with the Contractor 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 Contractor represents that the Contractor 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 Contractor 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 Contractor 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 Contractor have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

City of Des Plaines

Havey Communications, Inc.

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

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

Name: Michael G. BartholomewName: Michael HaveyTitle: 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 Havey Communications, Inc. (the “Contractor”),  
the Parties agree to the following Task Number \_\_\_\_:

**1. Contracted Services:**

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**2. Project Schedule** (attach schedule if appropriate):

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**3. Project Completion Date:**

All Contracted Services must be completed on or before: \_\_\_\_\_, 20\_\_\_\_.

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

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**5. Additional Changes to the Master Contract** (if applicable):

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**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN  
UNCHANGED.**

**[SIGNATURE PAGE FOLLOWS]**

**CITY**

**CONTRACTOR**

\_\_\_\_\_  
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**

**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 Havey Communications, Inc. (the “Contractor”), the Parties agree to the following Task Change Order for Task Number \_\_\_\_:

**1. Change in Contracted Services:**

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**2. Change in Project Schedule** (attach schedule if appropriate):

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**3. Change in Project Completion Date:**

All Contracted Services must be completed on or before \_\_\_\_\_, 20\_\_\_\_

**4. Change in Compensation:**

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**5. Change in Project Specific Pricing** (if applicable).

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**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.**

**[SIGNATURE PAGE FOLLOWS]**

**CITY**

**CONTRACTOR**

\_\_\_\_\_  
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



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: December 22, 2021

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

From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*

Subject: 1425 Ellinwood Avenue - Reduction of the Parking Lot Restoration Letter of Credit for Mixed-Use Development

**Issue:** 1425 Ellinwood Apartments, LLC is the developer of the mixed-use residential and commercial development under construction at 1425 Ellinwood Avenue. The project includes a 409-space parking garage, 79 spaces of which will be for public use and access. The developer was required to post a Parking Lot Restoration Deposit (letter of credit) pursuant to a redevelopment agreement, which was a condition of approval of Ordinance Z-11-18, between the developer and the City. The letter of credit serves as a performance guarantee for the replacement of the spaces in the former public surface parking lot, which the developer purchased from the City to accommodate the project. The developer has submitted a request for the first reduction (50 percent) of the letter of credit.

**Analysis:** In October 2020, Bayview-Compasspoint posted a letter of credit for \$650,000.00 pursuant to the Lot Restoration Deposit of Section 10.D.2 of the redevelopment agreement. The developer has completed pouring the concrete for the first floor of the parking structure, at which point the redevelopment agreement allows for a 50 percent reduction in the amount of the letter of credit. The attached memo from the Director of Public Works and Engineering approves the reduction based on inspection and verification.

**Recommendation:** Staff recommends approval of R-7-22, authorizing the reduction of the letter of credit to a new balance of \$325,000.00.

**Attachment:**

Attachment 1: Public Works and Engineering Memo Approving Reduction Request

**Resolution:**

Resolution R-7-22





**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

Date: December 15, 2021

To: John Carlisle, Director of Community and Economic Development

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

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

Subject: 1425 Ellinwood Avenue Public Improvement Letter of Credit Reduction

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We approve a Letter of Credit reduction request of 50% for 1425 Ellinwood Avenue per the Redevelopment Agreement between the City of Des Plaines and 1425 Ellinwood Apartments, LLC. This agreement states that when the first floor concrete has been placed, there is a 50% reduction in the Letter of Credit to the developer. The concrete for the first floor of the parking structure has been placed.

Bond Release: The Director of Public Works and Engineering may recommend to the city council the reduction of bonds or letters of credit after receiving certification of completion by the project engineer and a waiver of liens. The ten percent (10%) maintenance warranty shall not be released until the eighteen (18) months after final acceptance of the subdivision's public improvements by the city council. All corrections to public improvements shall be completed by the builder prior to final approval. Should you have any questions, please feel free to contact me.

**CITY OF DES PLAINES**

**RESOLUTION R - 7 - 22**

**A RESOLUTION APPROVING THE REDUCTION OF THE  
PARKING LOT RESTORATION DEPOSIT LETTER OF  
CREDIT FOR THE BAYVIEW-COMPASSPOINT MIXED-  
USE DEVELOPMENT AT 1425 ELLINWOOD  
AVENUE.**

**WHEREAS**, on June 4, 2018, the City Council adopted Ordinance No. Z-11-18 approving a major variation and tentative plat of subdivision ("**Approving Ordinance**") for the Bayview-Compasspoint Mixed-Use Development ("**Project**"), which consists of the properties commonly known as 1411, 1415, 1425 Ellinwood Avenue, 651, 653-661 and 665 Graceland Avenue and 684, 686, 688-692 Lee Street, Des Plaines, Illinois (collectively, "**Subject Property**"); and

**WHEREAS**, the Approving Ordinance authorized the construction of a parking garage with a total of 409 parking spaces, 79 of which would be for public use and would replace the parking previously located in a City owned-parking lot that was demolished as part of the Project; and

**WHEREAS**, as a condition of approval of the Approving Ordinance, the City of Des Plaines and 1425 Ellinwood Apartments, LLC ("**Developer**") entered into a redevelopment agreement ("**Redevelopment Agreement**"); and

**WHEREAS**, pursuant to Section 10.D.2 of the Redevelopment Agreement, the Developer posted a letter of credit in the amount of \$650,000.00 as a parking lot restoration deposit to guarantee the construction of the Parking Garage and the restoration of the public parking spaces lost as part of the Project ("**Performance Security**"); and

**WHEREAS**, the Developer has certified that it has completed the pouring of concrete for the first floor of the parking garage and requests that the City reduce the Performance Security by 50 percent, pursuant to the Redevelopment Agreement; and

**WHEREAS**, the Department of Public Works and Engineering has inspected construction progress on the parking garage on the Subject Property and recommends that the Performance Security be reduced by 50 percent to \$325,000.00; and

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

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

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

**SECTION 2: LEGAL DESCRIPTION.** The Subject Property is legally described as follows:

**PARCEL 1:**

THE NORTHEASTERLY 40 FEET OF LOT 3 AND THE SOUTHWESTERLY 84.2 FEET OF LOT 4 AND THE NORTHERLY 40 FEET OF THE NORTHWESTERLY 50 FEET OF LOT 2 AND THE SOUTHERLY 84.2 FEET OF THE NORTHWESTERLY 50 FEET OF LOT 1, IN BLOCK 3 OF PARSONS AND LEE'S ADDITION TO DES PLAINES, IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THAT PORTION OF LOT 1 IN BLOCK 3 IN PARSON AND LEE'S ADDITION TO DES PLAINES IN SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EASTERLY CORNER OF SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 200 FEET TO THE SOUTH WESTERLY CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 68 FEET; THENCE EASTERLY 200 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT, 68 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PORTION OF THE SOUTHWESTERLY 68 FEET OF LOT 1 LYING NORTHWESTERLY OF THE SOUTHEASTERLY 150 FEET THEREOF).

**PARCEL 3:**

THE NORTHWESTERLY 100 FEET OF THE NORTHEASTERLY 125 FEET (EXCEPT THE NORTHEASTERLY 50 FEET THEREOF TAKEN FOR ELLINWOOD AVENUE) OF LOT 4, IN BLOCK 3 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING NORTHWESTERLY OF THE SOUTHEASTERLY 125.00 FEET THEREOF LOT 2 (EXCEPT THE NORTHEASTERLY 68.10 FEET OF THE SOUTHEASTERLY 100.00 FEET THEREOF; AND EXCEPT THE NORTHWESTERLY 25.00 FEET OF THE SOUTHEASTERLY 125 FEET OF THE NORTHEASTERLY 64.10 FEET THEREOF); AND EXCEPTING ALSO THE NORTHEASTERLY 61.00 FEET OF THAT PART OF LOT 2 LYING NORTHWESTERLY OF THE SOUTHEASTERLY 125 FEET THEREOF); ALL OF LOT 3; THAT PART OF THE NORTHWESTERLY 40 FEET OF LOT 4, LYING NORTHEASTERLY OF THE SOUTHWESTERLY 16 FEET OF SAID LOT 4, ALL IN THE RESUBDIVISION OF LOT 1 (EXCEPT THE SOUTH 68 FEET THEREOF) IN BLOCK 3 IN PARSONS AND LEE'S ADDITION TO DES PLAINES, IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE NORTHWESTERLY 69.9 FEET OF THE SOUTHEASTERLY 99.9 FEET OF THE NORTHEASTERLY 184 FEET OF LOT 4 (EXCEPT THE NORTHEASTERLY 50 FEET THEREOF TAKEN FOR ELLINWOOD AVENUE) AND THE SOUTHWESTERLY 59 FEET OF THE NORTHEASTERLY 184 FEET OF THAT PART OF LOT 4 LYING WESTERLY OF THE SOUTHEASTERLY 99.9 FEET OF SAID LOT 4 IN BLOCK 3 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION OF PART OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE NORTHEASTERLY 61 FEET (EXCEPT THE SOUTHEASTERLY 125 FEET) OF LOT 2 IN THE RESUBDIVISION OF LOT 1 (EXCEPT THE SOUTH 68 FEET THEREOF) IN BLOCK 3 IN PARSONS AND LEE'S ADDITION TO DES PLAINES, IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT FOUR (4) (EXCEPT THE SOUTHWESTERLY SIXTEEN (16) FEET OF THAT PART LYING NORTHWESTERLY OF THE SOUTHEASTERLY ONE HUNDRED FIFTY (150) FEET THEREOF; AND EXCEPTING ALSO THAT PART OF THE NORTHWESTERLY FORTY (40) FEET OF SAID LOT FOUR (4) LYING NORTHEASTERLY OF SAID SOUTHWESTERLY SIXTEEN (16) FEET THEREOF) IN THE RESUBDIVISION OF LOT ONE (1) (EXCEPT THE SOUTH SIXTY EIGHT (68) FEET THEREOF), IN BLOCK THREE (3), IN PARSONS AND LEE'S ADDITION TO DES PLAINES, IN SECTIONS 17

AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 8:**

THE SOUTHEASTERLY 30 FEET OF THE SOUTHWESTERLY 134 FEET OF THE NORTHEASTERLY 184 FEET OF LOT 4 IN BLOCK 3 IN PARSONS AND LEE'S ADDITION TO DES PLAINES, IN SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 1411, 1415, 1425 Ellinwood Avenue, 651, 653-661 and 665 Graceland Avenue and 684, 686, 688-692 Lee Street, Des Plaines, Illinois

PINs: 09-17-418-003-0000, 09-14-418-007-0000, 09-17-418-020-0000,  
09-17-418-022-0000, 09-17-418-025-0000, 09-17-418-029-0000,  
09-14-418-032-0000, 09-14-418-033-0000, 09-17-418-034-0000,  
09-14-418-036-0000, 09-14-418-037-0000, 09-17-418-026-0000,  
09-14-418-038-0000, 09-17-418-039-0000, 09-17-418-040-0000,  
09-17-418-045-0000

**SECTION 3: REDUCTION OF PERFORMANCE SECURITY.** Pursuant to, and in accordance with, the Redevelopment Agreement, the City Council hereby authorizes the reduction of the Performance Security to the amount of \$325,000.00, which amount will be retained by the City to secure the completion of the parking garage on the Subject Property by the Developer.

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

**[SIGNATURE PAGE FOLLOWS]**



**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Reduction of Public Improvement Bond for Bayview Compasspoint Mixed-Use Development.



FIRE DEPARTMENT

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

MEMORANDUM

Date: December 15, 2021

To: Michael Bartholomew, City Manager

From: Daniel Anderson, Fire Chief *DA*  
Timothy Watkins, Assistant Director of Public Works *TW*

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

Subject: Ambulance Purchase

---

**Issue:** The 2022 budget is funded to purchase an ambulance.

**Analysis:** The Fire and Public Works Departments are requesting the replacement of the 2006 Ford Ambulance. The Fire Department operates four front line ambulances and maintains two reserve ambulances to meet operational needs. During times of maintenance, multiple vehicle breakdowns, or special events, the only ambulance available is the 2006 unit that was outfitted for bariatric patients and is not set up for regular service.

The 2006 unit has exceeded its life expectancy and does not have the same structural systems as the rest of the ambulances.

Staff obtained a proposal through the Northwest Municipal Conference who awarded Foster Coach Sales, Inc. the contract for ambulances. Foster Coach Sales has provided a contract price proposal of \$332,638.

Foster Coach Sales has proposed an ambulance body build package that is consistent with our existing newer units.

**Recommendation:** We recommend the approval of the resolution waiving the bidding process and approving the purchase of the ambulance from Foster Coach Sales of Sterling, Illinois through the Northwest Municipal Conference for an amount not to exceed \$332,638. This purchase will be funded from the Equipment Replacement Fund.

**Attachments:**

Attachment 1 - Foster Coach Proposal  
Attachment 2 - Contract with Foster Coach Sales  
Resolution - R - 8 - 22

**FOSTER COACH SALES, INC.**

903 Prosperity Drive Street P.O. Box 700  
Sterling, Illinois 61081

Phone: (815) 625-3276

(800) 369-4215

Fax: (815) 625-7222

Web site: www.fostercoach.com

**PF01063****QUOTATION**

TO: DES PLAINES FIRE DEPARTMENT  
405 SOUTH RIVER ROAD  
DES PLAINES, IL 60016

DATE: 11/18/21

ATTN: DAN ANDERSON

REFERENCE: NEW AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
1	2022 FORD F550 4X4 GAS CHASSIS ON A CUSTOM HORTON CONVERSION PER CUSTOMER SPECIFICATIONS INCLUDES STRYKER POWER LOAD AND COT WITH EXTENDED WARRANTIES	\$ 332,638.00	\$ 332,638.00
		\$ Total	\$ 332,638.00
ACCEPTED BY: _____			
TITLE: _____ Date: _____			

ESTIMATED DELIVERY:  
12-14 MONTHS DEPENDING ON CHASSIS

PROPOSED BY: \_\_\_\_\_

*Phillip Foster*  
P.J. FOSTER, VICE PRESIDENT OF SALES



**Horton**  
EMERGENCY VEHICLES

## PRELIMINARY BUILD SPECIFICATION

Quote # QUO0000006997

Production #

Document Rev. #

Status: Draft

**Prepared For:**

DAN ANDERSON  
DES PLAINES FIRE DEPARTMENT  
405 SOUTH RIVER ROAD  
DES PLAINES,  
IL  
60016  
Phone:

**Presented By:**

P.J. Foster  
Foster Coach  
903 Prosperity Drive  
Sterling, IL  
61081  
Phone: 800-369-4215

Option	QTY	Description
<b>CHASSIS</b>		
1000-0002	1	<b>AMBULANCE SPECIFICATIONS</b>
SR00154750	1	PREVIOUS VEHICLE REFERENCE PRODUCTION #19775 - NOT EXACT DUPLICATE
1000-0923	1	<b>CHASSIS, 2022 FORD F-550 4X4, 193, GAS</b> The chassis required to complete the ambulance conversion shall be supplied by Horton.
SR00154762	1	CHASSIS AUTO LOCK - DISABLE Disable the chassis auto lock feature.
SR00154783	1	OEM CHASSIS OPTIONS Order chassis with the following OEM options: - (4) Traction tires on rear/(2) All-position tires on front - No Hi-mount stop lamp (59H) or deactivate if equipped
SR00154784	1	FIN CODE/GPC DISCOUNT Apply GPC discount. FIN Code: QD603
SR00154792	1	AUXILIARY AIR CONDITIONING COMPRESSOR INSTALL A PRO AIR AUXILIARY AIR CONDITIONING COMPRESSOR. CHASSIS TO BE RECEIVED WITH DUAL ALTERNATORS.
1000-0072	1	<b>CHASSIS ORDERED WITH STEEL WHEELS</b> The specified chassis is to be ordered to include OEM steel wheels.
1000-0451	1	<b>PASS THROUGH CAB/MODULE, F SERIES</b> Install a pass-through opening between the cab and module. Pass-through to include a bellows connection.

Spec Writer:

Spec Designer:

**DES PLAINES FIRE DEPARTMENT - GAS 2022**

1000-0456	1	<b>ABS HUB/LUG COVERS, F SERIES</b> Install polished ABS hub and lug nut covers on all four outside wheels.
1000-0083	1	<b>STANDARD CAB HEIGHT</b> The specified chassis will have the standard cab height.
1000-0346	1	<b>MUD FLAPS, REAR, LARGE W/LOGO</b> Install individual rear mud flaps behind each set of rear wheels. Mud flaps to include Horton logo.
1000-0088	1	<b>REAR DOCK BUMPERS, WIDE</b> Install two (2) wide style black rubber standard sized dock bumpers. Locate one on either side of the rear step on the end caps.
1000-0090	1	<b>REINFORCE REAR BUMPER END CAPS</b> Reinforce end caps of rear bumper for greater impact resistance.
1000-0223	1	<b>RUNNING BOARDS: EMB.W/STAR PUNCH, F SERIES</b> Install heavy duty aluminum embossed diamond plate running boards and splash shields. Running boards are to be star punched for enhanced drain and foot grip.
1000-0227	1	<b>REAR STEP/ BUMPER ASSEMBLY, F SERIES</b> Install a diamondplate rear step/bumper assembly with flip-up center section.
SR00154773	1	<b>RUSTPROOF REAR STEP ASSEMBLY</b> Apply spray-on rustproofing to all exposed steel bumper mounting components.
SR00154778	1	<b>REVERSE SENSOR SYSTEM</b> Install a VRS MED1 commercial reverse sensor system. System includes (4) rear bumper sensors. Duplicate #19775.
1000-0149	1	<b>LIQUID SPRING SUSPENSION, F 550</b> Install a Liquid Spring hydraulic rear suspension. Wire system to dump when the left rear entry door is opened. Install manual controls in the cab near the driver.
3000-0407	1	<b>RECEIVER/DRYER KIT, FORD F-SERIES CHASSIS</b> Install standard receiver/dryer kit w/pressure switch in the air conditioning system.
<b>BODY</b>		
2000-0179	1	<b>AMBULANCE BODY</b> Conversion model is to be a 623F-I using a Ford F Series chassis. Body length is 173".
SR00154721	1	<b>REAR ENTRY DOOR HEIGHT - RETAIN STANDARD HEIGHT</b> Do not raise rear entry doors with headroom increase. Doors to remain at standard height to accommodate lighting above.
SR00154736	1	<b>REAR LIGHT CONFIGURATION</b> ALIGN THE REAR FACE 900 SERIES LIGHTS HORIZONTALLY AND VERTICALLY PER DRAWING.
2000-0014	1	<b>HEADROOM, 74"</b> The headroom is to be 74".
2000-0240	1	<b>EMBOSSSED DIAMONDPLATE AT SIDE ENTRY DOOR</b> Fabricate the side door stepwell using embossed diamond treadplate.
2000-0245	1	<b>DOUBLE STEP CURBSIDE ENTRY, 6" DROP SKIRT</b> Fabricate curbside of body with 6" drop skirt. To include two step side entry.
2000-0246	1	<b>STREETSIDE 6" DROP SKIRT</b> <p>Fabricate streetside of body with 6" drop skirt. </p>

Spec Writer:

Spec Designer:

**DES PLAINES FIRE DEPARTMENT - GAS 2022**

2000-0249	1	<b>ENHANCED INSULATION PACKAGE</b> Install the enhanced insulation package.
2000-0250	1	<b>SOUND PROOFING/ACOUSTIC ENHANCEMENT PACKAGE</b> Install standard sound control package.
2000-1051	1	<b>ROOF POCKET, AUXILIARY CONDENSER</b> Install a roof pocket for a CoolTech II unit.
2000-0265	2	<b>EMERGENCY RELEASE, REAR DOORS</b> Install standard emergency release knobs on top and bottom of the rear module entrance doors.
2000-0704	1	<b>EMERGENCY RELEASE, SIDE ACCESS DOOR</b> Install emergency release knobs on top and bottom of the side module entrance door.
2000-0010	1	<b>DOOR HANDLES</b> Install Tri-Mark free floating style door handles with pre-stretched stainless steel cables. Include three piece interior door panels on all access doors.
2000-0811	1	<b>VI-TECH MOUNTING, F SERIES</b> Install standard Vi-Tech body mounts.
2000-0270	1	<b>MIRROR STAINLESS STEEL SPLASH SHIELDS</b> Install #8 mirror stainless splash shields on the lower front face of the body just behind the cab access doors. These splash shields are to be the same height as the diamond plate front corner guards.
2000-0596	1	<b>PRE PUNCH SPLASH SHIELDS</b> The specified front splash shields are to be pre-punched to accept the specified running board lights.
2000-0509	1	<b>FENDERS, RUBBER</b> Install rubber extruded fenders around the rear wheel well openings.
2000-0586	1	<b>C CHANNEL RUB RAILS</b> Install 'C' channel style lower body rub rails.
SR00154765	1	<b>RUB RAIL AND FENDER CONFIGURATION</b> VEHICLE INCLUDES A 6" STREETSIDE AND CURBSIDE BODY DROP. EXTEND RUB-RAILS SO THEY EXTEND BELOW THE FENDERS FORWARD OF THE REAR WHEELS.
2000-0276	1	<b>EXTENDED DIAMOND PLATE CORNER GUARDS</b> Install extended diamond plate corner guards that extend to the bottom of the paint stripe or pin stripe which ever is applicable.
SR00154726	1	<b>CORNER GUARD HEIGHT NOTE</b> SIZE: 33"H
2000-0281	1	<b>REAR DOOR HOLD OPENS, GRABBER</b> Install chrome Cast Products "Grabber" style rear door hold opens. (NOTE: HOLDOPENS MUST BE RELOCATED IF TELESCOPIC LIGHTS ARE ORDERED)
2000-0583	1	<b>ENTRY DOOR THRESHOLDS, LINE-X</b> Apply black Line-X to the side and rear entry door thresholds. Delete the standard anti-slip tape.
2000-0584	1	<b>REAR RISER ADP</b> The rear riser is to be fabricated out of polished aluminum diamondplate.
2000-1108	1	<b>LICENSE PLATE BRACKET, STREETSIDE OF BODY</b> Install a recessed rear license plate bracket in the streetside of the rear body. Include an LED license plate light.
2000-0598	20	<b>DOOR REFLECTORS</b> All patient compartment entry doors to include standard red reflectors.

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SR00154776	1	DOOR REFLECTOR NOTE SHIP LOOSE - DO NOT INSTALL.
<b>COMPARTMENTATION</b>		
2900-1552	1	<b>STREETSIDE FORWARD COMPARTMENT</b> The height of the streetside front compartment is to be the full available height of the body. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and a single hinged door.
2000-0401	1	<b>SS FORWARD COMPT. FLAT ALUMINUM</b> The streetside forward compartment is to be fabricated from flat aluminum.
2900-2900	1	<b>LINED COMPARTMENT, STREETSIDE FORWARD</b> Spray the streetside forward compartment with Line-X lining. Material color is noted below.
SR00154751	1	LINE-X NOTE - STREETSIDE FRONT COMPARTMENT DO NOT COAT FLOOR.
2900-0004	1	<b>ADJUSTABLE SHELF STREETSIDE FRONT RIGHT SIDE OF DIVIDER ABOVE O2 DOOR</b> Install diamond plate adjustable shelving in the streetside forward compartment. Locate as noted.
2900-0219	1	<b>FIXED VERTICAL DIVIDER, STREETSIDE FRONT 11.5 FROM RH WALL</b> Install a 16" deep fixed vertical divider in the streetside forward compartment. Locate as noted above.
2900-2902	1	<b>LINED DIVIDER, STREETSIDE FORWARD 11.5 FROM RH WALL</b> Spray the specified streetside forward compartment divider with Line-X lining. Material color is noted below.
2000-0225	1	<b>SWEEP OUT COMPARTMENT FLOOR, SS FRONT</b> Streetside forward compartment floor is to be sweep-out style.
SR00154731	1	SWEEP-OUT FLOOR CONFIGURATION All sweep-out floors shall be fabricated from flat aluminum with a D/A finish.
2900-0095	1	<b>SILL PLATES, STREETSIDE FRONT</b> Install a stainless sill plate on the streetside forward compartment.
2900-1555	1	<b>STREETSIDE INTERMEDIATE COMPARTMENT</b> The height of the streetside intermediate compartment is to be the full available height to the bottom of the interior countertop. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and double hinged doors.
2000-0402	1	<b>SS INTRMDT COMPT. DIAMONDPLATE</b> The streetside intermediate compartment is to be fabricated from diamondplate.
2900-0144	1	<b>ADJUSTABLE SHELF STREETSIDE INTERMEDIATE CENTERED IN COMPARTMENT</b> Install diamond plate adjustable shelving in the streetside intermediate compartment. Locate as noted.
2000-0587	1	<b>CEILING MOUNTED ELECTRICAL EQUIPMENT</b> Add-on electrical equipment is to be installed on the ceiling of the streetside intermediate compartment.
2900-0252	1	<b>EXPANDED METAL CAGE, STREETSIDE INTERMEDIATE</b> Install an expanded metal cage around the onboard electrical equipment per location noted above. Include access ports to equipment with grip lock around the edges of the openings.
SR00154842	1	ADDITIONAL EXPANDED METAL CAGE Install an additional expanded metal cage in conjunction with air horn compressor on right rear compartment floor.

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2000-0624	1	<b>SWEEP OUT COMPARTMENT FLOOR SS INTERMEDIATE COMPT</b> Streetside intermediate compartment floor is to be sweep-out style.
2900-4005	1	<b>SILL PLATES, STREETSIDE INTERMEDIATE</b> Install a stainless sill plate on the streetside intermediate compartment.
8000-0145	1	<b>SS WHEELWELL COMPARTMENT, DELETE</b> Vehicle is not equipped with a streetside wheelwell compartment.
2900-1560	1	<b>STREETSIDE REAR COMPARTMENT</b> The height of the streetside rear compartment is to be 3/4 of the available height of the body. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and double hinged doors.
SR00154764	1	C-CHANNELS - STREETSIDE REAR COMPARTMENT INSTALL (2) FULL-HEIGHT C-CHANNELS MOUNTED VERTICALLY ON BACK COMPARTMENT WALL PER DRAWING. LOCATE: FIRST CHANNEL 12.5" OFF RIGHT WALL LOCATE: SECOND CHANNEL 25" OFF RIGHT WALL NOTE: DIMENSIONS ARE TO THE REAR EDGE OF THE CHANNELS
SR00154843	1	STREETSIDE REAR COMPARTMENT HEIGHT MODIFICATION Increase compartment height to provide a 63.5" (I.D.) height while maintaining a 18"H (O.D.) interior cabinet height.
2000-0404	1	<b>SS REAR COMPT. DIAMONDPLATE</b> The streetside rear compartment is to be fabricated from diamondplate.
2900-0145	2	<b>ADJUSTABLE SHELF STREETSIDE REAR SPACED EVENLY IN COMPARTMENT</b> Install diamond plate adjustable shelving in the streetside rear compartment. Locate as noted.
SR00154777	1	STREETSIDE REAR COMPARTMENT SHELF NOTES INSTALL FULL-HEIGHT SHELF TRACKS FOR MAXIMUM ADJUSTABILITY. SHELVES TO CLEAR C-CHANNELS ON BACK WALL PER PREVIOUS UNIT #19775.
2000-0608	1	<b>SWEEP OUT COMPARTMENT FLOOR SS REAR COMPT</b> Streetside rear compartment floor is to be sweep-out style.
2900-4007	1	<b>SILL PLATES, STREETSIDE REAR</b> Install a stainless sill plate on the streetside rear compartment.
2900-1564	1	<b>CURBSIDE REAR COMPARTMENT</b> The height of the curbside rear compartment is to be the full available height of the body. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and a single hinged door.
2000-0409	1	<b>CS REAR COMPT. FLAT ALUMINUM</b> The curbside rear compartment is to be fabricated from flat aluminum.
2900-2913	1	<b>LINED COMPARTMENT, CURBSIDE REAR</b> Spray the curbside rear compartment with Line-X lining. Material color is noted below.
SR00154725	1	LINE-X NOTE - CURBSIDE REAR COMPARTMENT DO NOT COAT FLOOR.
2900-0149	1	<b>FIXED SHELF CURBSIDE REAR 27" FROM CEILING</b> Install a fixed diamond plate shelf in the curbside rear compartment using (4) cast shelf brackets, (2) for right wall, (2) for left wall. Install cast brackets directly to the compartment walls. Locate shelf as noted.

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2900-0148	1	<b>ADJUSTABLE SHELF CURBSIDE REAR SPACED EVENLY ABOVE FIXED SHELF FOR I/O ACCESS</b> Install diamond plate adjustable shelving in the curbside rear compartment. Locate as noted.
2900-4070	1	<b>FIXED VERTICAL DIVIDER, CURBSIDE REAR 15" FROM RH WALL</b> Install a 16" deep fixed vertical divider in the curbside rear compartment. Locate as noted above.
2900-2915	1	<b>LINED DIVIDER, CURBSIDE REAR 15" FROM RH WALL</b> Spray the specified curbside rear compartment divider with Line-X lining. Material color is noted below.
2000-0611	1	<b>SWEEP OUT COMPARTMENT FLOOR CS REAR COMPT</b> Curbside rear compartment floor is to be sweep-out style.
2900-4008	1	<b>SILL PLATES, CURBSIDE REAR</b> Install a stainless sill plate on the curbside rear compartment.
8000-0090	1	<b>CS INTRMDT COMPT, DELETE</b> Vehicle is not equipped with a curbside intermediate compartment.
2900-1568	1	<b>CURBSIDE FORWARD COMPARTMENT</b> The height of the curbside front compartment door is to be the full available height of the body. See drawings for door dimensions. Compartment is to include standard LED strip lighting and a single hinged door.
2000-0609	1	<b>SWEEP OUT COMPARTMENT FLOOR CS FRONT COMPT</b> Curbside front compartment floor is to be sweep-out style.
2900-4010	1	<b>SILL PLATES, CURBSIDE FRONT</b> Install a stainless sill plate on the curbside forward compartment.
2900-4081	1	<b>LINE-X LINER COLOR, BLACK</b> The specified Line-X lining is to be black in color.
2900-1204	1	<b>DRI DECK, BLACK</b> Black Dri-Deck is to be installed on the floor and shelving of all exterior compartments. To include tapered edge trim pieces where applicable.
<b>PAINT AND GRAPHICS</b>		
5000-0004	1	<b>CHASSIS PAINT BLACK - FLNA 40119 OVER RED - FLNA 3051</b> Paint chassis special color as noted above.
5000-0189	1	<b>MODULE PAINT BLACK - FLNA 40119 OVER RED - FLNA 3051</b> The module body is to be painted a special paint color and paint code as noted above.
SR00154766	1	CHASSIS PAINT SCHEME - BLACK OVER RED PAINT COLOR: HORTON STANDARD BLACK PAINT NUMBER: FLNA 40119 PAINT COLOR: RED (PIERCE #70) PAINT NUMBER: FLNA 3051 PAINT THE CHASSIS ROOF AND PILLARS BLACK. PAINT LOWER PORTION AND THE ENTIRE HOOD RED. EXACT PAINT BREAK TBD AT PREBUILD.
SR00154767	1	MODULE PAINT SCHEME - BLACK OVER RED PAINT COLOR: HORTON STANDARD BLACK PAINT NUMBER: FLNA 40119 PAINT COLOR: RED (PIERCE 70) PAINT NUMBER: FLNA 3051 PAINT COLOR: WHITE PAINT NUMBER: FRD97:Z1 PAINT MODULE BLACK FROM BOTTOM OF DRIP RAILS UP. PAINT MODULE RED FROM BOTTOM OF DRIP RAILS DOWN.

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		PAINT FLAT AREAS OF MODULE ROOF (INBOARD OF BLACK EXTRUSIONS) WHITE. NO WHITE TO BE VISIBLE FROM GROUND. DUPLICATE #19775
5000-0014	1	<b>PAINT PANEL: SAMPLE BLACK - FLNA 40119 OVER RED - FLNA 3051</b> A painted test panel shall be prepared with the paint color and number noted above,
SR00154724	1	CUSTOM SCOTCHLITE STRIPE PROVIDE A CUSTOM DOUBLE WHITE SCOTCHLITE #680-010 'Z' STYLE STRIPE. SIZE: UPPER - 7.5"W LOWER - 2.5"W NOTE: STRIPE TO INCLUDE A "Z" FORMATION ABOVE THE WHEELWELL AREA. STRIPE TO TERMINATE ON REAR BODY CORNERS DUE TO CHEVRONS AROUND REAR DOORS AND RESUME ACROSS THE REAR DOORS. 1.5" OF RED PAINT TO BE VISIBLE BETWEEN THE STRIPES (INCLUDING THE 0.25" PIN STRIPES ABOVE AND BELOW) DUPLICATE #19775.
SR00154771	1	PAINT CAMERA COVERS Paint the 360 degree camera covers Red to match the body color. Note: Rear camera will not have lighted housing.
5000-0048	4	<b>PIN STRIPE: 1/4" BLACK, REFLECTIVE</b> The primary stripe described above shall include a 1/4" black Scotchlite pinstripe.
SR00154733	1	1/4 PINSTRIPE NOTES INSTALL ABOVE AND BELOW 7.5" WHITE CUSTOM STRIPE - BUTTED TO STRIPE. INSTALL ABOVE AND BELOW 2.5" WHITE CUSTOM STRIPE - BUTTED TO STRIPE.
5000-0300	1	<b>DIAMONDGRADE CHEVRON, REAR PANELS Fluorescent Yellow/Green, Red</b> Install Diamondgrade chevron striping on the rear of the body inboard of the corner posts and below the upper driprail. Exclude rear entry doors.
SR00154738	1	CHEVRON PIN STRIPE OUTLINE ENTIRE BORDER OF CHEVRONS WITH RED PINSTRIPE TO MATCH CHEVRONS.
5000-0071	1	<b>STAR OF LIFE, 36"</b> Install 36" star of life on the module body roof per 'K' requirements..
5000-0190	3	<b>ACCESS DOORS RED SCOTCHLITE STRIP</b> Install 2" x 12" strips of red Scotchlite at the top of each entry door placed horizontally.
SR00154743	1	BLACK SCOTCHLITE STRIPE - C-CHANNEL RUB RAILS INSTALL A 0.75" BLACK SCOTCHLITE (680-85) STRIPE THROUGH THE CENTER OF THE C-CHANNEL RUB-RAILS.
<b>INTERIOR FEATURES</b>		
2000-1120	1	<b>POLYCARBONATE COLOR: LIGHT TINT</b> All polycarbonate doors to be 'light tint'.
2000-0827	1	<b>COUNTERTOP, GRAY GRANITE Inhalation Area</b> Install solid surface countertop(s) in lieu of stainless steel. Material is to include radiused and tapered corners and is to have a polished finish. Color is to be Gray Granite. Locate as noted above.
2000-0299	1	<b>STAINLESS STEEL-INHALATION AREA WALLS:</b>

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		The rear and side walls bordering the inhalation area are to be covered with brushed stainless steel.
<b>2000-0307</b>	<b>1</b>	<b>INHALATION PANEL, CG TECH COVERED</b> The inhalation panel is to be fabricated from composite material and covered with CG Tech to match to color selected.
<b>2000-0643</b>	<b>1</b>	<b>SILVER METALLIC CG TECH INTERIOR COLOR</b> The patient area walls, inner door panels and inhalation panel (EXCLUDING the main cabinet wall and associated areas such as the action area, CPR seat and telemetry area when equipped) are to be finished with Silver Metallic CG Tech material. Requires stainless risers and lower door panels.
<b>SR00154758</b>	<b>1</b>	<b>FLOORING MATERIAL</b> INSTALL ALTRO STRONGHOLD 30 MIDNIGHT #K30 FLOORING.
<b>2000-0324</b>	<b>1</b>	<b>STAINLESS STEEL RISERS</b> Install stainless steel on the interior risers. If a cabinet riser accent stripe is ordered the stainless steel will stop at the bottom edge of the stripe.
<b>2000-0325</b>	<b>1</b>	<b>STAINLESS STEEL LOWER DOOR PANELS</b> Finish lower section of inside patient compartment doors with stainless steel.
<b>SR00154722</b>	<b>1</b>	<b>STAINLESS STEEL LOWER DOOR PANEL NOTE</b> EXTEND SO THAT NO CG TECH IS SHOWING.
<b>2000-0667</b>	<b>1</b>	<b>FASHION GREY CABINET COLOR</b> All interior cabinetry is to be painted Fashion Grey.
<b>2000-0709</b>	<b>1</b>	<b>CABINET PAINT TO BE SMOOTH</b> The specified cabinet paint is to have a smooth finish.
<b>2000-3015</b>	<b>1</b>	<b>DESERT ROSE VACU-FORM VINYL COLOR</b> All seat cushions, backrests and vinyl closeouts are to be covered in Desert Rose colored material.
<b>2000-3011</b>	<b>1</b>	<b>VACUFORMED UPHOLSTERY</b> All seat cushions including head and back cushions are to be vacuformed style with .5" overhang. Cushions are to be installed with Velcro around the full perimeter of the cushion. All closeouts are to be covered with matching material and installed per standard. Head, backrest and HOPS cushions are to be made and attached per standard. Bucket seats to be specified separately.
<b>2000-0326</b>	<b>1</b>	<b>STANDARD FIXED SEATBASE</b> Install the standard aluminum fixed seat base for the attendant's seat specified.
<b>2000-1597</b>	<b>1</b>	<b>USSC CHILD, BLACK 4-POINT, DESERT ROSE</b> Install a vacu-formed Desert Rose USSC high back bucket seat with integral child safety seat and black 4pt seatbelt and safety vest. The seat to be adjustable front to rear and is to be mounted at the head of the cot.
<b>2000-0680</b>	<b>1</b>	<b>4 POINT SEAT BELT CENTER OF BENCH, BLACK</b> Install black 4-pt seatbelt with safety vest at the center position of the squad bench.
<b>2000-0681</b>	<b>1</b>	<b>4 POINT SEAT BELT FOOT OF BENCH, BLACK</b> Install black 4-pt seatbelt with safety vest at the foot position of the squad bench.
<b>2000-0682</b>	<b>1</b>	<b>4 POINT SEAT BELT HEAD OF BENCH, BLACK</b> Install black 4-pt seatbelt with safety vest at the head position of the squad bench.
<b>2000-0683</b>	<b>1</b>	<b>4 POINT SEAT BELT, CPR SEAT, BLACK</b> Install black 4-pt seatbelt with safety vest at CPR seat location.
<b>2000-0605</b>	<b>1</b>	<b>ALUMINUM INTERIOR CABINETS</b> All interior cabinets are to be fabricated from aluminum.
<b>3000-1119</b>	<b>1</b>	<b>TUBULAR AIRBAG, ATTENDANT'S SEAT</b>

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		Install a tubular airbag at the attendant's seat. Unit uses an angled upper inhalation cabinet and includes a cabinet beneath the main countertop.
3000-1125	1	<b>HEAD CURTAIN AIRBAG, ATTENDANT'S SEAT</b> Install a head curtain air bag for the attendant's seat for use with a standard linen cabinet.
3000-1123	1	<b>ROLL SENSOR</b> Install the roll sensor in the standard location. Unit includes streetside airbags only.
3000-1127	1	<b>TUBULAR AIRBAG, CPR SEAT LOCATION.</b> Install a tubular airbag forward of the CPR seat.
2000-0575	1	<b>CABINET TRIM RADIUS</b> Install smooth radiused trim molding on all applicable interior cabinets.
2900-0223	1	<b>IV HANGER, CP WITH RUBBER ARM COT KNEE Centered Above Cot per Drawing</b> Install a Cast Products recessed IV hanger with rubber arm over the cot knee area.
2900-0221	1	<b>IV HANGER, CP WITH RUBBER ARM BENCH KNEE Above Curbside Walk-way per Drawing</b> Install a Cast Products recessed IV hanger with rubber arm over the bench knee area.
2000-0569	1	<b>GRAB RAIL: 6FT WITH ANTI-MIC, OVER BENCH Outboard of Dome Lights per Drawing</b> Install a standard style 6' main grab rail with anti-microbial coating. Locate offset toward the bench wall in the patient area ceiling.
2000-0417	1	<b>GRAB RAIL: 8FT ANTI-MICROBIAL, OVER COT Outboard of Dome Lights per Drawing</b> Install a standard style 8' main grab rail with anti-microbial coating. Locate offset toward the main wall over the cot position in the patient area ceiling.
2000-0573	1	<b>VERT GRAB RAIL, 2 FT. ANTI-MICROBIAL MAIN WALL</b> Install a standard style 2' grab rail with anti-microbial coating. Locate to the street side just inside the rear entry doors mounted vertically.
2000-0574	1	<b>VERT GRAB RAIL, 2 FT. ANTI-MIC REAR DOORS</b> Install a standard style 2' grab rail with anti-microbial coating. Locate to the curb side just inside the rear entry doors mounted vertically.
SR00154752	1	REAR RISER GRAB RAIL NOTE INSTALL BOTH RAILS ON STAINLESS STEEL PLATES PER DRAWING TO DUPLICATE PREVIOUS UNIT #19775.
2000-0419	1	<b>PATIENT DOOR GRAB RAILS: ANTI-MICROBIAL</b> Install standard 'V' shaped grab rails with anti-microbial coating. Locate on the interior door panels of all three patient entry doors.
2000-0423	1	<b>CEILING MATERIAL, PLATINUM WHITE COMPOSITE</b> The standard module ceiling material shall be platinum white aluminum composite.
2000-0578	1	<b>FIRE EXTINGUISHERS: 5LB ABC SHIP LOOSE</b> Supply and ship loose a five lb ABC fire extinguisher.
2000-0579	1	<b>FIRE EXTINGUISHERS: 5LB ABC SHIP LOOSE</b> Supply and ship loose a second five lb ABC fire extinguisher.
<b>STREETSIDE CABINETRY</b>		
2000-0337	1	<b>LINEN CABINET</b> Install a standard storage cabinet behind the attendant seat.
SR00154732	1	MERMAID COOLER/HEATER INSTALL A MK DUAL TEMP OVER/UNDER V MICRO DEPTH CLIMATE CONTROL UNIT IN THE BOTTOM OF THE LINEN CABINET. INCLUDE A RIGHT-HINGED DOOR AND REAR MOUNTED COMPRESSOR. THE LOWER PORTION OF THE LINEN CABINET WILL BE 20"D TO ACCOMMODATE THE MK UNIT. UNIT EXTERNAL DIMENSIONS: 22.25"H x 20.0"D x 14.75"W

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		<p>INSTALL A PERFORATED S/S GRILLE AND A 12V FAN ON THE RIGHT SIDE OF THE UNIT FOR THE REQUIRED AIR FLOW.</p> <p>INSTALL THE CONTROLLERS ON THE FRONT WALL BELOW THE PASS-THROUGH.</p> <p>REQUIRES A BUILD-OUT DUE TO THE CONTROLLER DEPTH.</p> <p>WIRE 12V BATTERY HOT.</p>
2900-1076	1	<p><b>FIXED SHELF, UPPER LINEN CLOSET</b></p> <p>Fab and install a fixed aluminum shelf in the upper section of the linen cabinet. Shelf is to be painted to match the cabinet color.</p>
2900-1079	1	<p><b>ADJUSTABLE SHELF MIDDLE 1 LINEN CLOSET</b></p> <p>Fab and install an adjustable aluminum shelf in the middle section of the linen cabinet. Shelf is to be painted to match the cabinet color.</p>
2900-2029	2	<p><b>SOLID LAMINATE-COVERED LINEN CLOSET DOOR</b></p> <p>Install hinged solid doors on the linen cabinet. Cover in laminate to match the interior.</p>
2900-1070	1	<p><b>PIANO HINGE FOR LINEN CLOSET TOP DOOR</b></p> <p>The upper linen cabinet door(s) is/are to use piano style hinge.</p>
2900-1072	1	<p><b>PIANO HINGE FOR LINEN CLOSET MIDDLE DOOR</b></p> <p>The middle linen cabinet door(s) is/are to use piano style hinge.</p>
2900-1056	1	<p><b>SOUTHCO LOCKING LATCH, LINEN CABINET DOOR TOP,</b></p> <p>Install a stainless flush mount Southco locking pull latch on the upper linen cabinet door.</p>
2900-1061	1	<p><b>SOUTHCO LOCKING, LATCH, LINEN CABINET DOOR, MIDDLE</b></p> <p>Install a stainless flush mount locking Southco pull latch on the middle linen cabinet door.</p>
2000-0343	1	<p><b>STREETSIDE WALL WITH CPR SEAT</b></p> <p>Street side cabinet wall to include a CPR seat.</p>
2000-0310	1	<p><b>CPR SEAT, 28" WIDTH</b></p> <p>Streetside CPR seat width to be 28".</p>
SR00154847	1	<p><b>CPR SEAT SCAB COVERING</b></p> <p>Cover the CPR seat scab area with matching flooring material to duplicate the design of the squad bench area.</p>
2900-4087	1	<p><b>ANGLED UPPER CABINET, FORWARD OF CPR SEAT</b></p> <p>The upper cabinet forward of the CPR seat is to be angled.</p>
2900-4094	1	<p><b>STRAIGHT UPPER CABINET, AFT OF CPR SEAT 16.75H X 56.5W X 16D</b></p> <p>The upper cabinet aft of the CPR seat is to be straight with no angle.</p>
2000-1162	1	<p><b>POLYCARBONATE SLIDING, REAR CPR CABINET</b></p> <p>Cabinet specified above is to have sliding polycarbonate doors.</p>
2900-1169	1	<p><b>FIXED VERTICAL DIVIDER, REAR CPR CABINET CENTERED IN CABINET</b></p> <p>Install a fixed aluminum vertical cabinet divider.</p>
2900-1171	2	<p><b>ADJUSTABLE SHELIVING, REAR CPR CABINET</b></p> <p>Install painted adjustable shelving in upper cabinet aft of the CPR seat.</p>
2900-1164	1	<p><b>LIFT UP CABINET FRAMES, REAR CPR CABINET</b></p> <p>Install a flip-up restocking cabinet frame on cabinet noted above. Includes gas shocks and latches.</p>
2000-2050	1	<p><b>CUSTOM CABINET, Cabinet 1 Dimensions: 22.75H x 18.75W x 16D - Location: BELOW REAR UPPER CABINET</b></p> <p>Main wall cabinet #1 dimensions are to be as noted above. Note that dimensions are I.D.</p>
2000-0397	1	<p><b>SOLID HINGED DOOR, Cabinet 1</b></p> <p>Cabinet specified above is to have a solid vertically hinged door.</p>

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5000-0041	1	<b>SOUTHCO SS PULL STYLE HD LOCKING Cabinet 1</b> Install stainless flush mount HD locking Southco pull latches on the selected hinged doors on the cabinet designated above.
2900-0320	1	<b>PIANO STYLE HINGE Cabinet 1</b> Cabinet #1 door(s) is/are to use piano style hinges.
2900-0061	1	<b>INTERIOR ADJUSTABLE SHELVING Cabinet 1</b> Install painted adjustable shelving in cabinet #1.
2900-4103	1	<b>LIFT UP CABINET FRAMES, UPPER INHALATION CABINET</b> Install a flip-up restocking cabinet frame on cabinet noted above. Includes gas shocks and horizontal latches.
2000-2058	1	<b>UPPER INHALATION CABINET 14.75H x 40.75W x 16D</b> Upper inhalation cabinet dimensions are to be as noted above. Note that dimensions are I.D.
2000-1156	1	<b>POLYCARBONATE SLIDING, UPPER INHALATION CABINET</b> Cabinet specified above is to have sliding polycarbonate doors.
2900-1094	2	<b>INTERIOR SHELVING, UPPER INHALATION CABINET</b> Install painted adjustable shelving in upper inhalation cabinet.
2900-1092	1	<b>FIXED VERTICAL DIVIDER, UPPER INHALATION CABINET CENTERED IN CABINET</b> Install a fixed aluminum vertical cabinet divider.
2000-0347	1	<b>STORAGE BENEATH THE CPR SEAT</b> Provide a hinged CPR seat cushion with storage located underneath.
2000-0349	1	<b>GAS HOLD OPEN FOR LIFT UP CPR SEAT CUSHION</b> Provide a gas holdopen on the flip-up CPR seat cushion to keep the cushion in the upright position when opened.
2000-0348	1	<b>RECESSED PADDLE LATCH. CPR SEAT</b> Provide a recessed paddle latch in the cabinet riser to secure access to the CPR seat storage area.
SR00154769	1	<b>TIP-OUT SHARPS/WASTE</b> Provide a tip-out sharps/waste storage location to house (2) #8970 containers rearward of the CPR seat per drawing. Horton to supply containers. Size: 20"W x 18"H x 12"D (All O.D. dimensions) Note: Door to have a Southco H.D. heavy-duty locking latch.
<b>CURBSIDE CABINETRY</b>		
2000-0359	1	<b>SQUAD BENCH WITH NO CUPS OR WELLS</b> Provide storage under the squad bench lid/cushion(s). The area shall run where possible under the bench. The storage pan is to be fabricated from aluminum and painted to match the interior.
SR00154728	1	<b>A-BAR WITH SHARPS/WASTE - HEAD OF BENCH</b> A stainless steel A-Bar shall be installed at the head end of the squad bench. The bar shall include provisions for a small Rubbermaid waste container and a Kendall #85031 sharps container. Install a 1/4" aluminum plate in the location of the attachment points in the bench. INSTALL WITH VERTICAL (ROTATED) FLANGES WITH SHARPS HOLDER #10016098.
2000-0744	1	<b>DOUBLE CUSHION SQUAD BENCH</b> The squad bench cushion is to be two piece.
2000-0380	1	<b>BENCH HOLD OPENS: GAS</b> Install gas spring hold opens on squad bench lid.

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<b>SR00154740</b>	<b>1</b>	GAS HOLD OPEN NOTE INSTALL (1) GAS HOLD OPEN ON EACH END OF LIFT-UP BENCH LID. NOTE: FORWARD CUSHION IS FIXED PER DRAWING
<b>2000-0585</b>	<b>1</b>	<b>BENCH HOLD-DOWN: PADDLE LATCHES (SINGLE)</b> Install a recessed paddle latch into the squad bench riser to retain the squad bench lid in the closed position.
<b>2000-0382</b>	<b>1</b>	<b>BENCH CUSHION EDGE TRIM:</b> Trim bench cushion edge with protective aluminum trim, to protect horizontal edge of squad bench cushion from tears.
<b>2000-0383</b>	<b>1</b>	<b>BENCH BACK CUSHION: FULL SIZE</b> Install full size bench backrest cushion.
<b>SR00154748</b>	<b>1</b>	GLOVE BOX STORAGE - BENCH CEILING AREA PROVIDE STORAGE FOR (2) GLOVE BOXES REARWARD OF THE O2 OUTLET ABOVE THE FORWARD BENCH AREA PER DRAWING. SIZE CABINET AS DEEP AS THE O2 OUTLET. INCLUDE A CENTER DIVIDER BEHIND A HINGED-UP PADDED DOOR WITH OVAL CUTOUTS AND A SOUTHCO HEAVY-DUTY LOCKING LATCH. GLOVE BOX SIZE: 10.5"W x 5.5"W x 4"D
<b>2900-0136</b>	<b>1</b>	<b>PASS-THROUGH ACCESS, CURBSIDE REAR</b> Provide I/O access into the curbside rear compartment per drawings.
<b>2900-0401</b>	<b>1</b>	<b>CS REAR I/O ACCESS DOOR, SOLID HINGED</b> The compartment pass-through specified above is to have a solid vertically hinged door.
<b>2900-0403</b>	<b>1</b>	<b>CS REAR I/O DOOR HINGE, PIANO STYLE</b> The curbside rear I/O door is to use a piano style hinge.
<b>2900-0406</b>	<b>1</b>	<b>CS REAR I/O DOOR LATCH, SOUTHCO SS HD LOCKING</b>
<b>2000-0395</b>	<b>1</b>	<b>D BOTTLE STORAGE: SQUAD BENCH FACING STEP WELL</b> Provide recessed storage for (2) F.W. bottle brackets in the head of bench recessed through the floor. Access will be provided by an opening in the face of the bench facing the step well. (FW #521 brackets must be selected separately).
<b>FRONT WALL CABINETRY</b>		
<b>2900-0074</b>	<b>1</b>	<b>FRONT WALL CABINET, DIAMOND PLATE INTERIOR</b> The front wall cabinet shall be arranged per drawing. Additional configuration information may follow. Cabinet interior is to be polished aluminum diamondplate.
<b>SR00154780</b>	<b>1</b>	FRONT WALL CABINET NOTES FRONT WALL CABINET TO BE 32.25"W. PROVIDE AN AISLE SIDE REMOVABLE PANEL IN THE LOWER FRONT WALL CABINET FOR SERVICE ACCESS TO CLIMATE CONTROL UNIT IN BOTTOM OF LINEN CLOSET. SEE SIDE WALL DRAWING - DUPLICATE #19775 ACCESS PANEL TO BE CG-TECH COVERED WITH ALUMINUM TRIM.
<b>2900-1042</b>	<b>1</b>	<b>ADJUSTABLE SHELF, LOWER FRONT WALL CABINET</b> Fab and install an adjustable aluminum shelf in the lower section of the front wall cabinet as noted. Shelf is to match the cabinet interior.
<b>2900-1013</b>	<b>2</b>	<b>SOLID HINGED DOORS, Lower front wall</b> Cabinet specified above is to have two solid vertically hinged doors.

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<b>SR00154746</b>	<b>1</b>	<b>FRONT WALL DOOR LATCHES</b> INSTALL A LOCKING LEVER LATCH ON LEFT DOOR AND A NON-LOCKING LEVER LATCH ON RIGHT DOOR. INCLUDE A SECURITY STRIP ON THE RIGHT DOOR SO LEFT DOOR MUST BE OPENED FIRST.
<b>2900-1021</b>	<b>8</b>	<b>SELF CLOSING HINGES LOWER FRONT WALL CABINET</b> The lower front wall cabinet door(s) is/are to use self-closing style hinges.
<b>SR00154730</b>	<b>1</b>	<b>FRONT WALL PULL-OUT DRAWER - (2)</b> Install (2) pull-out drawers in the front wall cabinet as noted. Size: 4.50"H (ID) x Full Width x Full Depth All surfaces of drawer trays to be non-painted with a D/A finish. Include Large-side mounted slides and a Southco heavy-duty locking latch on each drawer. Attach drawer faces using machine screws and elastic nuts. No screws shall be visible on drawer faces. Drawer faces to be CG-Tech covered aluminum.
<b>2900-1050</b>	<b>2</b>	<b>SOUTHCO HD LOCKING LATCH FRONT WALL CABINET DRAWER</b> Install a stainless flush mount Southco HD locking pull latch on the specified drawer within the front wall cabinet.
<b>2000-1404</b>	<b>1</b>	<b>CAB TO MODULE PASSTHROUGH WINDOW</b> Provide a sliding pass-through window between the patient area and the chassis cab on the cab side.
<b>COT MOUNT</b>		
<b>SR00154723</b>	<b>1</b>	<b>POWER LOAD PRE-WIRE</b> Provide a 12v pre-wire for a dealer installed Power Load system. Wire pre-wire 350 to circuit #165 (battery hot). Coil and cap beneath the module floor. Note: Center mount cot
<b>VISUAL WARNING</b>		
<b>3000-0708</b>	<b>1</b>	<b>TRAFFIC EMITTER 794H, BEZEL</b> Supply and install a GTT 794H traffic emitter. Install on the front face of the body without obstruction recessed into a 798 housing. Provide an activation switch in the front control panel and wire so that the unit will not operate unless the emergency lighting circuit is activated and the vehicle is in gear.
<b>SR00154761</b>	<b>1</b>	<b>OPTICOM NOTE</b> Activate visible light source option.
<b>3000-1805</b>	<b>1</b>	<b>WIG WAG HEADLIGHTS, F SERIES</b> Install wig wag headlight flasher. Provide a dedicated switch in the front control panel. Deactivate in secondary mode.
<b>3000-1027</b>	<b>9</b>	<b>900 SERIES LED, RED/RED LENS (3) FRONT FACE - [G] [W] [R] [OPT] [R] [W] [R], (2) STREETSIDE, (2) CURBSIDE, (2) REAR FACE - LOWER WINDOW LEVEL</b> Install Whelen 900 series LED lights as noted. Lights to be red with red lenses. Lights to include chrome flanges.
<b>3600-1092</b>	<b>2</b>	<b>900 SERIES LED, AMBER/AMBER LENS (2) REAR FACE - UPPER WINDOW LEVEL</b> Install Whelen 900 series LED lights as noted. Lights to be amber with amber lenses. Lights to include chrome flanges.
<b>3400-1102</b>	<b>2</b>	<b>900 SERIES LED, WHITE/CLEAR LENS (3) FRONT FACE - [G] [W] [R] [OPTICOM] [R] [W] [R]</b> Install Whelen 900 series LED lights as noted. Lights to be white with clear lenses. Lights to include chrome flanges.
<b>3200-1037</b>	<b>2</b>	<b>900 SERIES LED, R/W SPLIT, CLEAR LENS (2) REAR FACE, UPPER OUTBOARD CORNERS</b>

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		Install Whelen 900 series LED lights as noted. Lights to be red/white split with clear lenses. Lights to include chrome flanges.
<b>SR00154744</b>	<b>1</b>	<b>900 SERIES GREEN/GREEN LENS - FRONT FACE</b> Install (1) Whelen 900 series Green LED light with Green lens and chrome flange on front face. Locate: Upper curbside corner per drawing Layout: [G] [W] [R] [OPTICOM] [R] [W] [R]
<b>3300-1042</b>	<b>2</b>	<b>600 SERIES LED, RED/RED LENS ABOVE MODULE WHEEL WELLS</b> Install Whelen 600 series LED lights as noted. Lights to be red with red lenses. Lights to include chrome flanges.
<b>3000-5093</b>	<b>1</b>	<b>900 Series LED Amber/Amber Lens Rear Center KKK</b> Install a Whelen 900 series LED light on the rear face of the body per K requirements. Light to be amber with amber lens. Light to include chrome flange.
<b>3000-0141</b>	<b>1</b>	<b>FLASH PATTERN, DOUBLE A, B, C, D</b> Program the emergency lighting flash pattern to Double A/B/C/D.
<b>3500-1069</b>	<b>2</b>	<b>700 SERIES LED, R/W SPLIT, CLEAR LENS FORWARD SIDES OF CHASSIS HOOD - REDS FORWARD</b>
<b>SR00154727</b>	<b>1</b>	<b>ION SERIES - LED GRILLE LIGHTS</b> Install (4) ION series LED lights with chrome flanges on chassis grille per drawing. Locate: (2) Red - Streetside Locate: (2) Green - Curbside Lens Color: CLEAR Program to flash in an "X" pattern.
<b>SR00154759</b>	<b>1</b>	<b>ION SERIES - RUB RAIL LIGHTS</b> Install (6) Whelen ION series Red LED lights with clear lenses and chrome flanges. Locate: (3) per side in C-channel rub rails per drawing
<b>SR00154793</b>	<b>1</b>	<b>INTERSECTION LIGHT HOUSINGS</b> INSTALL THE INTERSECTION LIGHTS USING CAST PRODUCTS #LH37792-1 AND #LH37793-1 ANGLED HOUSINGS.
<b>AUDIBLE WARNING</b>		
<b>2000-0433</b>	<b>1</b>	<b>AIR HORNS: UNDER BUMPER FORD F-SERIES</b> Install (2) Buell #1061 trumpets under the front bumper recessed into the air dam valance. System to include a #16122 compressor and remote air tank. The air horns can only be activated when the vehicle is in gear. Activate through a chrome push button on the console or through a foot switch if selected.
<b>SR00154791</b>	<b>1</b>	<b>AIR HORN NOTES</b> INSTALL (1) 10" AND (1) 12" TRUMPET BELOW BUMPER. ACTIVATE: (2) CHROME PUSH BUTTONS ON CONSOLE INCLUDE A VELVAC #035105 RESERVOIR TANK. INSTALL AIR HORN COMPRESSOR IN STREETSIDE MIDDLE COMPARTMENT. WIRE COMPRESSOR THROUGH A 75-AMP RELAY.
<b>3000-0181</b>	<b>1</b>	<b>SIREN, FEDERAL PA300MSC</b> Install a Federal PA300MSC siren in the front console.
<b>SR00154760</b>	<b>1</b>	<b>PA300 SIREN LOCATION</b> INSTALL IN CONSOLE. LOCATION TBD AT PREBUILD

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<b>3000-1881</b>	<b>1</b>	<b>SIREN, FEDERAL RUMBLER, F SERIES W/AIR HORNS</b> Install a Federal Rumbler low frequency siren.
<b>SR00154739</b>	<b>1</b>	FEDERAL RUMBLER NOTE DEFAULT ACTIVATION SETTING: (8) SECONDS
<b>3000-1543</b>	<b>1</b>	<b>SPEAKERS, CAST PRODUCTS, F SERIES</b> Install Cast Products siren speakers, applicable to Ford F-Series chassis, in the front bumper.
<b>NON-EMERGENCY LIGHTING</b>		
<b>3000-0207</b>	<b>1</b>	<b>KKK SIDE BODY MARKER LIGHTS, 700 SERIES LED (PAIR)</b> Install red Whelen 700 series LED turn/marker lights on each rear side of the module body. Lights provide module body night time side lighting visibility and turning signal indication. Lights do not flash with warning lights. Includes chrome flanges.
<b>SR00154779</b>	<b>1</b>	KKK LIGHT LOCATION NOTE LOCATE AS FAR REARWARD AS POSSIBLE ON REAR COMPARTMENT DOORS. SAME POSITION EACH SIDE PER DRAWINGS.
<b>3000-0217</b>	<b>1</b>	<b>LED EXTERIOR COMPARTMENT LIGHTING</b> Install full height LED strip lighting in all exterior compartments with the exception of any wheelwell compartments. Install vertical strips inside both sides of each compartment. The lights are to be directed toward the back of each compartment.
<b>3000-0847</b>	<b>1</b>	<b>WHELEN OS SERIES MARKER LIGHTS.</b> Install Whelen OS series ICC marker lights.
<b>SR00154757</b>	<b>1</b>	ADDITIONAL OS SERIES LED MARKER LIGHTS Install (4) additional Whelen OS series LED marker lights with chrome flanges on the front and rear sides of the module. Locate: (2) Amber - Front upper corners Locate: (2) Red - Rear upper corners
<b>3000-0224</b>	<b>1</b>	<b>RUNNING BOARD LIGHTS, WHELEN PAR 16 L.E.D.</b> Install a pair of Whelen PAR 16 LED lamps with chrome flanges in the stainless steel stone guard above each running board, one per side. Wire to the chassis door switch and illuminate the step/running board.
<b>3000-0235</b>	<b>1</b>	<b>SCENE LIGHTS, 900 SERIES, LED, SS FRONT</b> Install a Whelen 900 Series L.E.D. side scene light with chrome flange on the upper streetside forward area of the body.
<b>3000-0736</b>	<b>1</b>	<b>SCENE LIGHTS, 900 SERIES, LED, SS REAR</b> Install a Whelen 900 Series LED side scene light with chrome flange on the upper streetside rearward portion of the body.
<b>3000-0743</b>	<b>1</b>	<b>SCENE LIGHTS, 900 SERIES, LED, CURBSIDE FRONT</b> Install a Whelen 900 Series LED side scene light with chrome flange on the upper curbside forward portion of the body.
<b>3000-0757</b>	<b>1</b>	<b>SCENE LIGHTS, 900 SERIES, LED, CURBSIDE REAR</b> Install a Whelen 900 Series LED side scene light with chrome flange on the upper curbside rearward portion of the body.
<b>3000-0242</b>	<b>1</b>	<b>LOAD LIGHTS WHELEN 900 SERIES LED</b> Install two Whelen 900 Series LED load lights with chrome flanges above the rear body entry doors.

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3000-1754	1	<b>RED WARNING, TOP, SIDE ACCESS DOOR</b> Install a Tecniq red L.E.D. light strip on the upper curbside access door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the access door is open, and the emergency lighting is activated.
3000-1759	2	<b>RED WARNING LIGHTS, TOP, ACCESS DOORS</b> Install Tecniq red L.E.D. light strips on the upper rear module access door inner panels, one (1) per door. Installation will be near flush with the inner door panels. The light strips are to flash when the access doors are open, and the emergency lighting is activated.
SR00154775	1	<b>TECNIQ E10 SERIES - LED GROUND LIGHTING</b> Install (4) Tecniq E10 series LED ground lights with the stainless steel angled brackets supplied with the lights. Locate: (1) Under each body corner Program all lights to activate with headlight activation when vehicle is placed in "Park".
3000-1446	1	<b>TAIL LIGHTS, 600/900 L.E.D. LED REVERSE HORIZ MOUNTED</b> Install Whelen 600 series LED stop/tail, 600 Series LED reverse, and 900 series LED turn signals. Install the stop/tail and reverse lights in the rear riser and the turn signals above in the rear body panels.
<b>ELECTRICAL</b>		
3000-0018	1	<b>ELECTRIC DOOR LOCKS COMPARTMENT EXTERIOR</b> Install power activated door locks on all exterior compartment doors. Locks to be activated by a switch at each patient area access door. Locks may be overridden by a door key.
3000-0019	1	<b>ELECTRIC DOOR LOCKS ACCESS DOORS INTERIOR</b> Install power activated door locks on all patient area access doors. Locks to be activated by a switch at each patient area door. Locks may be overridden by a manual slide lever or by the door key.
3000-0022	1	<b>ELECTRIC DOOR LOCKS WIRED TO OEM SWITCHES</b> The specified power door locks are to be wired to the chassis OEM door lock switches.
SR00154741	1	<b>CONCEALED DOOR LOCK SWITCHES</b> Install (4) door lock switches as noted below. LOCATE: (1) UPPER LEFT CORNER OF REAR LICENSE PLATE BEZEL - IATS, WIRE SO IT DOES NOT UNLOCK THE CURBSIDE FRONT COMPARTMENT DOOR. LOCATE: (1) UPPER OUTSIDE CORNER OF BATTERY TRAY - WIRE TO OPEN ONLY THE CURBSIDE FRONT COMPARTMENT DOOR **NO BATTERY COMPARTMENT/TRAY ON F-550 CHASSIS SO WILL NEED TO PICK A PLACE FOR THIS SWITCH AT PREBUILD** LOCATE: (1) FRONT CONSOLE - WIRE TO OPEN ONLY THE CURBSIDE FRONT COMPARTMENT DOOR LOCATE: (1) CURBSIDE FRONT COMPARTMENT INNER DOOR PANEL - LOWER OUTSIDE CORNER
SR00154755	1	<b>DOOR LOCKS WIRED TO OEM SWITCHES NOTE</b> DO NOT UNLOCK CURBSIDE FRONT COMPARTMENT DOOR EXCEPT FOR SPECIFIED SWITCHES.
3000-0033	1	<b>REAR RADIO SPEAKERS, CEILING, 1 FRONT, 1 REAR</b> Install two (2) rear AM/FM radio speakers in the patient compartment ceiling, (1) front and (1) rear. Provide volume control in the rear switch panel.
3000-0282	1	<b>ELECTRICAL SYSTEM</b> Install the Intelliplex i4G electrical system. System is to include a USB port installed under the dash for ease of programming.
3000-3015	1	<b>WIRING, RECESSED AUXILIARY CONDENSER</b> Install wiring and Eco Smart fan control module for use with CoolTech unit. Solar panel wiring is to be included on CoolTech II units.

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3000-0305	1	<b>INPOWER BATTERY SWITCH, WITH WAKE BUTTON 5 min.</b> Install an Inpower electronic battery switch. Switch is to activate battery power through the vehicle ignition and is to include an automatic shutdown timer to deactivate battery power after the ignition is turned off. To include a wake button installed on the front console to activate the electrical system without using the key.
3000-0307	1	<b>CHARGER/POWER SUPPLY, 45 AMP</b> Install a 45 amp battery conditioner in the designated electrical equipment area. Conditioner to be wired to the batteries through the shoreline inlet.
3000-0310	4	<b>110V INTERIOR OUTLET (2) FORWARD INHALATION AREA, (1) FRONT WALL CABINET, RIGHT SIDE UNDER ADJUSTABLE SHELF, (1) STREETSIDE REAR COMPARTMENT, LEFT WALL AT FLOOR LEVEL - SURFACE MOUNT</b> Install a 110V outlet(s) as noted.
3000-0549	2	<b>INTERIOR 12VDC OUTLETS: CL TYPE/USB (1) FORWARD INHALATION AREA, (1) FRONT WALL CABINET, UPPER LEFT CORNER</b> Install a 12VDC cigarette style/USB outlet(s) as noted. Wire battery hot.
3000-1462	1	<b>SHORELINE 1, 20A SUPER AUTO EJECT, RED</b> Mount a Kussmaul Super Auto Eject 20 amp shoreline inlet in the standard location. Cover is to be red.
3000-1500	1	<b>PD BOX LOCATION, LEFT HAND SIDE, SS INT. COMPARTMENT</b> Install the power distribution panel on the left hand side of the streetside intermediate compartment. Close off this area from the remainder of the compartment.
3000-0328	1	<b>KUSSMAUL EZ PLATE, 20A SUPER AUTO EJECT #1</b> Install a Kussmaul EZ Plate for the selected 15/20A Super Auto Eject shoreline #1.
3000-0327	1	<b>EXTRA 12VDC CIRCUIT BREAKER: INTERMEDIATE COMPT</b> An extra circuit breaker shall be installed in the streetside intermediate compartment.
3000-0332	1	<b>REPORT LIGHT, LED</b> Install a 12" LED report light on the action wall to light the counter area.
SR00154737	1	<b>TECNIQ E06 SERIES - STEP WELL LIGHT</b> INSTALL (1) TECNIQ #E06-WS00-1 4" ROUND LED LIGHT WITH STAINLESS STEEL TRIM RING. LOCATE: BELOW RIGHT FRONT WALL CABINET PER DRAWING
3000-0338	1	<b>CLOCK, INTELLITEC LED: OVER REAR DOORS</b> Install an Intellitec Time Manager clock over the rear doors.
3000-0359	10	<b>PATIENT CEILING DOME LIGHTS WHELEN LED</b> Install Whelen 80C0EHCR LED dome lights in the patient area ceiling. The lights will have a high/low feature with the switch in the rear control panel.
3000-0361	1	<b>LUMALIER #ADU-136 UV DISINFECTANT SYSTEM</b> Install a Lumalier #ADU-136 UV disinfectant light in the patient area ceiling. Wire to operate on a timer with the door closed via a switch on the vehicle exterior. The system is to deactivate if a door is opened.
3000-0524	1	<b>3 SWITCH PANEL OVERHEAD OF BENCH</b> Install an i4G 3-switch control panel on the bench curbside wall over the head of the bench.
3000-2102	1	<b>TIMER, DOME LIGHTS, OVERHEAD BENCH</b> Install an electronic momentary touch timer switch in the specified I4g switch panel on the wall over the head of the squad bench. The switch will enable time limited operation of the specified dome lights with the battery switch in the 'off' position. Set timer to 15 minutes.
SR00154753	1	<b>DOMES TIMER PROGRAMMING</b> ACTIVATE STREETSIDE DOME LIGHTS ONLY AT HIGH INTENSITY. PROGRAM DOME LIGHTS TO ACTIVATE ON HIGH FOR (5) MINUTES WITH EACH ENTRY DOOR ACTIVATION.

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<b>3000-0525</b>	<b>1</b>	<b>3 SWITCH PANEL REAR DOOR PANEL</b> Install an i4G 3-switch control panel on the right rear entry door panel.
<b>3000-2103</b>	<b>1</b>	<b>TIMER, DOME LIGHTS, REAR DOOR PANEL</b> Install an electronic momentary touch timer switch in the specified i4g switch panel on the right rear door panel. The switch will enable time limited operation of the specified dome lights with the battery switch in the 'off' position. Set timer to 15 minutes.
<b>3000-5042</b>	<b>1</b>	<b>DUMP OVERRIDE, i4G, REAR DOOR PANEL</b> Install the dump override switch in the panel selected for the right rear entry door inner panel.
<b>3000-0601</b>	<b>1</b>	<b>SPOT LIGHT: HAND HELD: ON REAR CAB WALL</b> Install a Star-Lite LED hand held spotlight with momentary switch on the bulkhead behind the driver's seat.
<b>SR00154770</b>	<b>1</b>	<b>SPOTLIGHT LOCATION NOTE</b> Locate behind the passenger's seat.
<b>SR00154745</b>	<b>1</b>	<b>PRECO BACKUP ALARM - MOMENTARY RESET</b> Install a Preco #230 backup alarm. Provide a momentary reset button on the front console.
<b>3000-1905</b>	<b>1</b>	<b>360 CAMERA SYSTEM, WHITE</b> Install a Horton 360 Degree camera system with white covers and integral lighting. The lighting is to have the ability to function in emergency response mode. The display will function in conjunction with the turn signals and when the vehicle is in reverse gear. Install rear housing if space is available. If space is unavailable then install camera only.
<b>SR00154735</b>	<b>1</b>	<b>360 CAMERA MONITOR</b> INSTALL A BRIGADE #VBV-770FM 7" WINDSHIELD MOUNTED MONITOR WITH #VBV-XM003 (3) METER EXTENSION CABLE.
<b>PROGRAMMING</b>		
<b>6000-0001</b>	<b>1</b>	<b>LIGHT PROGRAMMING: SIDE REAR SCENE</b> The side rear scene lights shall be wired to transmission reverse, plus standard mode of operation.
<b>6000-0002</b>	<b>1</b>	<b>LIGHT PROGRAMMING: RIGHT SIDE SCENE</b> The right side scene lights shall come "on" when the side patient door is opened.
<b>6000-0003</b>	<b>1</b>	<b>LIGHT PROGRAMMING: LOAD LIGHT</b> Program the rear load lights to activate with transmission reverse plus the standard mode of operation.
<b>6000-0018</b>	<b>1</b>	<b>WHITE LIGHT CUTOFF SWITCH</b> Provide a switch in the front control panel to deactivate all forward facing white lights. This includes wig wag flashers if ordered.
<b>6000-0006</b>	<b>1</b>	<b>PROGRAMMING: AUDIBLE LOW VOLTAGE ALARM</b> Program an audible alarm to activate if the voltage drops below 11.8 volts for 120 seconds.
<b>6000-0007</b>	<b>1</b>	<b>LIGHT PROGRAMMING: PARK BRAKE</b> Program a warning to display on the front console readout advising to set the Parking Brake when the module disconnect switch is "ON" and the transmission is placed in "PARK" or "NEUTRAL". It will also advise to Disengage the Parking Brake should the vehicle be placed into gear.
<b>6000-0010</b>	<b>1</b>	<b>LIGHT PROG: BRAKE LIGHT, BRAKE OVERRIDE</b> Program the lower red flashing warning lights to operate as supplemental brake lights. The brake light feature is to override the warning mode. Once the brake is released then the lights should return to flashing.

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3000-1269	1	<b>MODULE DISCONNECT, DEFAULT TO "ON"</b> Program the Module Disconnect to 'On' with battery activation.
SR00154734	1	<b>OXYGEN LOW PRESSURE ALARM</b> Program the oxygen low pressure alarm to activate at 400psi.
<b>HVAC</b>		
3000-1617	1	<b>COOLTECH II, F SERIES</b> Install a Cool-Tech II 4-fan 100,000 BTU condenser with solar panel in the recessed pocket in the roof of the body.
3000-4027	1	<b>12V HVAC, ATTENDANT'S SEAT</b> Install a ProAir Pre-charged 12V heat/AC system with brushless motor below the attendant seat.
SR00154774	1	<b>MAX COOL II DUAL A/C UNIT</b> Install a dual 12V air conditioning system as noted below. The second A/C unit shall be a ProAir 938. This system shall include a second evaporator and a 3-fan condenser and shall be run off of the auxiliary A/C compressor. This system shall include a separate 'High/Low' function at the second unit. This second unit shall operate as A/C only. An accumulator is required for this installation. LOCATE: ABOVE FRONT WALL CABINET
SR00154781	1	<b>NFPA VENT COVERS - ALUMINUM PAINTED</b> An NFPA compliant venting system, to include a 400cfm exhaust fan along with a static vent, is to be installed. Install 9.5" aluminum covers (without manufacturer's logo) on both vents per drawings. The covers shall be painted to match the body color. Activation of the venting system is to be through the rear control panel.
<b>RADIO</b>		
3000-0432	1	<b>ANTENNA COAX 1 Start: Behind Driver Seat, End: Front Center of Mod Roof</b> An RG 58U coax shall be installed terminating as noted above.
3000-0608	1	<b>ANTENNA COAX 2 Start: Behind Driver Seat, End: Center of Mod Roof</b> An RG 58U coax shall be installed terminating as noted above.
3000-0609	1	<b>ANTENNA COAX 3 Start: Cab Console, End: Cab Roof</b> An RG 58U coax shall be installed terminating as noted above.
3000-0610	1	<b>ANTENNA COAX 4 Start: Cab Console, End: Cab Roof</b> An RG 58U coax shall be installed terminating as noted above.
3000-0434	1	<b>3/8" NMO MOUNT COAX 1</b> Supply and install a 3/8" NMO mount in conjunction with specified coax #1.
3000-0618	1	<b>3/8" NMO MOUNT COAX 2</b> Supply and install a 3/8" NMO mount in conjunction with specified coax #2.
3000-0619	1	<b>3/8" NMO MOUNT COAX 3</b> Supply and install a 3/8" NMO mount in conjunction with specified coax #3.
3000-0620	1	<b>3/8" NMO MOUNT COAX 4</b> Supply and install a 3/8" NMO mount in conjunction with specified coax #4.
3000-1174	1	<b>PULL WIRE 1 Start: Behind Driver Seat, End: Inhalation Wall</b> Install a radio cable pull wire terminating as noted above. Wire is not to be wire tied or otherwise prevented from moving freely.
3000-0441	1	<b>RADIO PULL WIRE CONDUIT</b>

Spec Writer:

Spec Designer:

**DES PLAINES FIRE DEPARTMENT - GAS 2022**

		Install a radio pull wire conduit. Termination points are to be determined by the the termination points of the specified pull wire.
<b>SR00154768</b>	<b>1</b>	<b>PULL WIRE CONDUIT NOTE</b> Pull wire to run through a 2" smooth-wall continuous conduit.
<b>3000-0624</b>	<b>1</b>	<b>REAR RADIO HEAD PANEL: BLANK 3</b> A blank removable panel shall be installed in the inhalation panel for future installation of radio heads as noted.
<b>SR00154749</b>	<b>1</b>	<b>REAR BLANK RADIO PANEL NOTE</b> LEAVE SPACE TO MOUNT A MICROPHONE CLIP.
<b>SR00154772</b>	<b>1</b>	<b>FRONT CONSOLE - FORD F550</b> Install standard console for a Ford chassis. Any specified console extension shall be attached to the standard console. Console and extension to match previous unit #19775 as close as possible.
<b>1000-0411</b>	<b>1</b>	<b>CONSOLE, LINE-X, W/MAP STORAGE, F SERIES</b> Fabricate and install an aluminum cab console and spray with black Line-X material. Console is to include three (3) map/book slots at the rear of the console.
<b>SR00154754</b>	<b>1</b>	<b>RADIO POWER/GROUND TERMINALS</b> Install power/ground terminals for communications equipment as noted below. LOCATE: (1) SET INSIDE FRONT CONSOLE LOCATE: (1) SET BEHIND INHALATION PANEL CONFIGURE: BATTERY HOT, IGNITION HOT, AND GROUND INSTALL AS FOLLOWS - CONSOLE: - (2) 8-GAUGE, 40-AMP BATTERY HOT STUDS - (1) 12-GAUGE, 20-AMP IGNITION SWITCHED STUD - (1) 2-GAUGE GROUND STUD INHALATION PANEL: - (1) 12-GAUGE, 20-AMP BATTERY HOT STUD - (1) 12-GAUGE, IGNITION SWITCHED STUD - (1) 6-GAUGE GROUND STUD
<b>OXYGEN</b>		
<b>4000-0165</b>	<b>1</b>	<b>O2 MOUNT, VERTICAL TRACK FOR QRM-V</b> Vertical track for mounting of a QRM-V O2 bottle mount shall be welded on the back wall of the streetside forward compartment in the right hand corner. Bracket will be set up for an 'H' sized bottle.
<b>4000-0166</b>	<b>1</b>	<b>O2, CYLINDER BRACKET: ZICO QRM-V</b> Install a Zico QRM-V oxygen bracket for 'H' bottle. Locate in the streetside forward compartment.
<b>SR00154720</b>	<b>1</b>	<b>OXYGEN ACCESS DOOR</b> Provide access to the oxygen cylinder valve through the wall as depicted on the drawings. The oxygen access door shall be hinged so that it swings into the patient care area of the module. Door material is to match other selected cabinet doors. The opening shall be 7"W x 11"H and trimmed with anodized aluminum. Include a Southco flush pull ring latch.
<b>4000-0022</b>	<b>3</b>	<b>O2 OUTLET, OHIO MEDICAL (1) In Inhalation Panel, (1) Ceiling Above Chest of Cot, (1) Forward End of Bench Glove Box Cabinet per Drawing</b> Install O2 outlets per instructions above. Outlets to be Ohio Medical style.

Spec Writer:

Spec Designer:

**DES PLAINES FIRE DEPARTMENT - GAS 2022**

4000-0025	1	<b>OXYGEN WRENCH</b> Install oxygen wrench in oxygen compartment. Mount securely to wall. Mount with length of chain or cable to allow for use without being removed from the compartment.
4000-0103	1	<b>D MOUNT: QR-D-2, STRAPLESS UNDER BENCH HEAD LOC 2</b> Install a Zico QR-D-2 Quic-release strapless d-cylinder oxygen bracket.
3000-0642	1	<b>VACUUM OUTLET, OHIO MEDICAL 1 In Inhalation Area</b> Install a single Ohio style vacuum outlet. Locate per drawings.
4000-0179	1	<b>ASPIRATOR, SSCOR, INHALATION AREA</b> Install an SSCOR aspirator. The system shall include a wall mounted regulator and a canister holder. Plumb to the selected pump.
4000-0184	1	<b>VACUUM PUMP CFP #107CDC20</b> Install a CFP #107CDC20 12vdc electric suction pump.
4000-0076	1	<b>D MT: QR-D-2, STRAPLESS Under Bench Head LOC 1</b> Install a Zico QR-D-2 Quic-release strapless d-cylinder oxygen bracket.
<b>CERTIFICATIONS</b>		
7000-0001	1	<b>KKK-A-1822F CERTIFICATION LABEL</b> The vehicle shall have weight/payload, electrical load and KKK-A-1822F certification stickers installed in the O2 compartment.

Spec Writer:

Spec Designer:

**DES PLAINES FIRE DEPARTMENT - GAS 2022**



CITY OF DES PLAINES

CONTRACT FOR PRICING AND DELIVERY  
OF A 2022 FORD/HORTON AMBULANCE

Full Name of Vendor FOSTER COACH SALES, INC

Principal Office Address \_\_\_\_\_

Local Office Address 903 Prosperity Drive Street P.O. Box 700

Contact Person PJ Foster Telephone Number 815-625-3276

TO: City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attention: Fire Chief Daniel Anderson

*Vendor warrants and represents that Vendor has reviewed and understood all documents included, referred to, or mentioned in this set of documents.*

1. **Contract to Deliver Products**

A. **Contract and Products.** The Vendor shall, deliver to the City, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in this Contract, including a 2022 Ford/Horton Ambulance in accordance with the Specifications attached to and made a part of this Contract as **Exhibit A** (the **“Products”**) in new, undamaged, and first-quality condition. Vendor further shall:

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to the City in a proper and workmanlike manner;
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract;
4. **Taxes.** Pay all applicable federal, state, and local taxes; and
5. **Miscellaneous.** Do all other things required of Vendor by this Contract.

B. **Performance Standards.** The Vendor agrees that the Products will comply strictly with the Specifications attached hereto and by this reference made a part of this Contract. If this Contract specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of

excellence that the City requires for the Product. However, the Vendor may propose to deliver a Product that is a different brand or model, if the Vendor provides written documentation establishing that the brand or model it proposes to deliver possess equal quality, durability, functionality, capability, and features as the Product specified.

C. **Responsibility for Damage or Loss.** The Vendor shall be responsible and liable for, and shall promptly and without charge to the City, repair or replace, any damage done to, and any loss or injury suffered by, the City as a result of the Vendor's failure to perform hereunder.

D. **Inspection/Testing/Rejection.** The City shall have the right to inspect all or any part of the Products. If, in the City's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract, then the City, without limiting its other rights or remedies, may, at its discretion: (i) reject such Products; (ii) require Vendor to correct or replace such Products at Vendor's cost; (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Vendor with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Contract. Products so rejected may be returned or held at Bidder's expense and risk.

2. **Pricing**

The Vendor shall deliver the Products to the City in accordance with the following prices:

Description of Product	Quantity of Product	Unit Price of Product	Extension
<b>2022 Ford/Horton Ambulance</b>	<b>One (1)</b>	<b>\$332,638.00</b>	<b>\$332,638.00</b>

If the City has specified the Quantity of Products to be delivered to the City on Page 1 of this Contract, then the Vendor shall take, in full payment for all Products

and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

\$332,638 Dollars and 00 Cents (in figures only)

If the City has not specified the Quantity of Products to be delivered to the City on Page 1 of this Contract, then the Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by the City.

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

1. All prices stated in the Pricing section are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Pricing section, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Pricing; and
4. If a Quantity of Products to be delivered to the City is specified on Page 1 of this Contract, then that amount is an estimate only. The City reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the City for each Product and the actual number of Products that comply with this Contract that are accepted by the City. The Vendor hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

C. Time of Payment

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

**A lump sum payment of the Contract Price will be paid to Vendor upon the City's inspection and acceptance of the Product.**

All payments may be subject to deduction or setoff by reason of any failure of the Vendor to perform under this Contract.

3. Contract Time

The Vendor shall deliver the Products to the City at the Delivery Address not later than March 3, 2023 ("**Delivery Date**"). Without waiving any other remedies available to the City under this Contract or at law or in equity, if the Vendor delivers the Products to the City more than 60 days after the Delivery Date, then the total Contract Price shall be reduced by one half of a percent for every seven-day period that elapses within the period of time beginning on the day after the Delivery Date and ending on the actual date that the Vendor delivers the Products to the City. Vendor must notify the City in writing immediately of any delays emanating from COVID-19 or Chassis availability delays. It will be the City's sole discretion to waive penalty or extend the Delivery Date based on information provided.

4. Financial Assurance

A. Bonds. The Vendor shall provide a Performance Bond on a form provided by, or otherwise acceptable to, the City, from a surety company acceptable to the City, in the penal sum of the Contract Price, within 10 days following the City's acceptance of this Contract.

B. Indemnification. The Vendor shall 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 Vendor's performance, or failure to perform, under this Contract, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract.

C. Penalties. The Vendor 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 Vendor's performance, or failure to perform, under this Contract.

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 the City accepts this Contract within 30 days after the date this sealed Contract is opened.

6. Bidder's Representations and Warranties

In order to induce the City to accept this Contract, the Vendor represents and warrants as follows:

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a

period of not less than **[one year]** after delivery to the City: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the City.

B. Compliance with Laws. All Products, and all of their components, shall comply with, and the Vendor 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. Every provision required by law to be inserted into this Contract shall be deemed to be inserted herein.

C. Not Barred. The Vendor is not barred by law from contracting with the City or with any other 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 Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) 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 (3) any other reason.

D. Qualified. The Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the Products at the Contract Price and within the Contract Time set forth above.

## 7. Acknowledgements

In submitting this Contract, the Vendor acknowledges and agrees that:

A. Reliance. The City is relying on all warranties, representations, and statements made by the Vendor in this Contract.

B. Binding Effect. The Vendor is bound by each and every term, condition, or provision contained in this Contract and in the City's written notification of acceptance in the form included in this bound set of documents.

C. Remedies. Each of the rights and remedies reserved to the City in this Contract are 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 in the performance of all terms and provisions of this Contract. Except where specifically stated otherwise, references in this Contract to days shall be construed to refer to calendar days and time.

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

G. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

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

J. Governing Law. This Contract 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.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2022.

**ATTEST:**

**FOSTER COACH SALES, INC.**

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

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_  
Printed Name and Title

**ATTEST:**

**CITY OF DES PLAINES**

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

By: \_\_\_\_\_  
Michael Bartholomew, City Manager

**CITY OF DES PLAINES**

**RESOLUTION R - 8 - 22**

**A RESOLUTION APPROVING THE PURCHASE OF A  
HORTON AMBULANCE FROM FOSTER COACH SALES,  
INC.**

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

**WHEREAS**, the Fire Department and Public Works have identified the need to replace an ambulance with a new Horton Ambulance (“**Ambulance**”); and

**WHEREAS**, the City has sufficient funds in the Equipment Replacement Fund during the 2022 fiscal year to purchase the Ambulance; and

**WHEREAS**, City staff explored alternate pricing options and determined that it could obtain significant savings by purchasing the vehicle through Northwest Municipal Conference Suburban Purchasing Cooperative, (“**NWMC**”), a Regional Association of Illinois Municipalities and Townships that assists governmental organizations in procurement of vehicles and equipment that are competitively bid on by NWMC; and

**WHEREAS**, the City is a member of NWMC; and

**WHEREAS**, NWMC sought bids for the award of NWMC Ambulance Contract #174 for the purchase of the Ambulance; and

**WHEREAS**, NWMC identified Foster Coach Sales, Inc. of Sterling, Illinois (“**Vendor**”) as the lowest responsible bidder for NWMC Contract #174; and

**WHEREAS**, City staff has determined that NWMC’s purchase policies satisfy the City’s competitive bidding requirements; and

**WHEREAS**, Vendor has offered the City a not-to-exceed price for the Ambulance of \$332,680, in accordance with NWMC Contract #174;

**WHEREAS**, the City Council has determined that it is in the best interest of the City to purchase the Ambulance from the Vendor in the not-to-exceed amount of \$332,638, in accordance with NWMC Contract #174;

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

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

**SECTION 2: APPROVAL OF PURCHASE.** The City Council hereby approves the purchase by the City of the Ambulance from the Vendor in a total not-to-exceed amount of \$332,638.

**SECTION 4: AUTHORIZATION OF PURCHASE.** The City Manager is hereby authorized and directed to execute such documents approved by the General Counsel and to make such payments, on behalf of the City, that are necessary to complete the purchase of the Ambulance from the Vendor in a total not-to-exceed amount of \$332,638, all in accordance with NWMC Contract #174.

**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 \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

ATTEST:

Approved as to form:

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

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





**FIRE DEPARTMENT**

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

**MEMORANDUM**

Date: December 15, 2021

To: Michael Bartholomew, City Manager

From: Daniel Anderson, Fire Chief *DA*  
Timothy Watkins, Assistant Director of Public Works *TW*

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

Subject: Tower Ladder Purchase

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**Issue:** The 2022 budget is funded to purchase a piece of fire apparatus for the Fire Department.

**Analysis:** The Fire and Public Works Departments are requesting to purchase a new Pierce Enforcer PUC 100' Aerial Platform Ladder Truck. The current 2007 Aerial Platform Ladder Truck (Tower 61) has reached its front line service life expectancy including approaching 100,000 miles and requiring continued maintenance. The new PUC Aerial Platform Ladder Truck will replace the 2007 unit.

The Fire Department fire apparatus consist of all Pierce Manufacturing units. Both departments desire to maintain the consistency of the fleet for maintenance, warranty, mechanical training, and overall apparatus operations.

MacQueen Emergency is the regional Pierce Manufacturing dealer. Staff has worked with the local representative to obtain specification and proposal through the Houston-Galveston Area Council (HGAC) Consortium Pricing.

Pricing Summary: One (1) Pierce Enforcer PUC 100' Aerial Platform Ladder Truck \$1,463,000

The unit being replaced will be placed into reserve status and one of two reserve engines will be declared surplus and sold to a used fire apparatus reseller or sold at auction with an expectation of approximately \$20,000 at the time of sale.

**Recommendation:** We recommend the approval of the resolution waiving the bidding process and approving the purchase of the Pierce Enforcer PUC 100' Aerial Platform Ladder Truck through MacQueen Emergency for an amount not to exceed \$1,463,000. Source of funding is budgeted expenditure from the Equipment Replacement Fund.

Upon execution of documents, build and delivery time is expected to be in the Spring of 2023.

**Attachments:**

Attachment 1 - MacQueen Emergency Proposal/Specifications

Attachment 2 - Contract with MacQueen

Resolution - R - 9 - 22



December 13, 2021

Fire Chief Dan Anderson  
City of Des Plaines  
405 S. River Road  
Des Plaines, IL 60016

Subject: **Proposal for one (1) Pierce Enforcer 100' PUC Platform  
Proposal / Bid #1068**

Dear Fire Chief Anderson,

With regard to the above subject, please find attached our completed proposal.

Pricing, is as follows, including 100% prepay option.

**Pricing Summary:**

Sale Price – **\$1,463,000.00\***  
*\*Houston-Galveston Area Council (HGAC) Consortium Pricing.*

**100% Performance Bond:**

Included in the above price.

**100% Prepayment Option:**

Should the City of Des Plaines elect to make a 100% prepayment at contract execution, a discount of (**\$41,430.00**) can be subtracted from the above "Sale Price" resulting in a revised contract price of **\$1,421,570.00**

**Terms and Conditions:**

Taxes – Not Applicable  
Freight – F.O.B. – Appleton, WI / Shipping to Des Plaines, IL  
Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due at Contract signing for **Prepay discount** to be applicable.  
Delivery – 16.5 -18.5 months from receipt and acceptance of contract.



PERFORM LIKE NO OTHER

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

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Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for thirty (30) days.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 630-303-8776 or [john.kenna@macqueengroup.com](mailto:john.kenna@macqueengroup.com).

We wish to thank the City of Des Plaines for the opportunity to submit our proposal.

Respectfully,

*John Kenna*

John Kenna  
Apparatus Sales  
MacQueen Equipment LLC  
DBA MacQueen Emergency Group



# Option List

12/13/2021

**Customer:** Des Plaines FD, City of  
**Representative:** Kenna, John  
**Organization:** MacQueen Emergency Group  
**Requirements Manager:**  
**Description:** Des Plaines 100' PUC  
**Body:** Aerial, Platform 100', PUC, Alum Body  
**Chassis:** Enforcer Chassis, PAP, PUC

**Bid Number:** 1068  
**Job Number:**  
**Number of Units:** 1  
**Bid Date:** 09/16/2021  
**Stock Number:**  
**Price Level:** 40 (Current: 40)  
**Lane:**

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0018180		Single Source Compliance, Aerials	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0764706	SP	BMP Truck- Pre-Approval at Bid - Approved Option Will be Required at Booking	1
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8	0533351		Quint Fire Apparatus	1
9	0588612		Vehicle Certification, Aerial w/Pump	1
10	0681278		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
11	0536644		Customer Service Website	1
12	0620362		Consortium, HGAC	1
13	0537375		Unit of Measure, US Gallons	1
14	0529326		Bid Bond, 10%, Pierce Built Chassis	1
15	0540326		Performance Bond, Not Requested	1
16	0000007		Approval Drawing	1
17	0002928		Electrical Diagrams	1
18	0727091		Enforcer Chassis, PAP, PUC	1
19	0000110		Wheelbase	1
			Wheelbase - TBD	
20	0000070		GVW Rating	1
			GVW rating - TBD	
21	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
22	0648573		Frame Liner, Internal "C" 12.50" x 3.00" x .25", Reduced "C", w/Under Reinforce	1
23	0629940		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Enforcer	1
24	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/DCF/Enf	1
25	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
26	0000322		Oil Seals, Front Axle	1
27	0899438		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply	1
28	0604672		Wheels, Front, Accuride, 22.50" x 12.25", Steel, Hub Pilot	1
29	0728354		Axle, Rear, Meritor RT58-185, 60,000 lb, Enforcer	1
30	0544244		Top Speed of Vehicle, 60 MPH	1
31	0515673		Suspen, Rear, Air Link, AL-600, Air Ride, 60,000 lb	1
32	0000485		Oil Seals, Rear Axle	1
33	0627528		Tires, Rear, Goodyear, G751 MSA, 315/80R22.50, LRL, Tandem	1
34	0654796		Wheels, Rear, Accuride, 22.50" x 9.00", Steel, Hub Pilot, Tandem	1
35	0568081		Tire Balancing, Counteract Beads	1
36	0620569		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle	1
			Qty, Tire Pressure Ind - 10	
37	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
38	0013241		Axle Hub Covers, Rear, S/S High Hat (Tandem)	1
39	0057936		Covers, Lug Nut, Chrome	1
40	0002045		Mud Flap, Front and Rear, Pierce Logo	1
41	0601010		Chocks, Wheel, SAC-44-E, Folding, Aerials	1
			Qty, Pair - 01	
42	0601009		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal, Aerials	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Tire, Forward	
43	0593759		ESC/ABS/ATC Wabco Brake System, Tandem Rear Axle, 2010	1
44	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
45	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1

Line	Option	Type	Option Description	Qty
46	0731553		Air Compressor, Brake, Cummins/Wabco 25.9 CFM	1
47	0601345		Brake Reservoirs, 8,616 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
48	0617092		Air Dryer, Wabco System Saver 1200, With Wet Tank, Heated,Saber FR/Enforcer	1
49	0000790		Brake Lines, Nylon	1
50	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - a) DS Step Well, Forward	
			Qty, Air Coupling (s) - 1	
51	0656908		All Wheel Lock-up, Single Prk Brk Control	1
52	0733901		Engine, Cummins X12, 500 hp, 1700 lb-ft, W/OBD, EPA 2021, REPTO, Enforcer	1
53	0730962		Filters, Remote Mounted, Oil, Fuel, X12, VEL/AXT, ENF, QTM	1
54	0001244		High Idle w/Electronic Engine, Custom	1
55	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
56	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
57	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
58	0794743		Exhaust System, 5", X12/X15, MX13, Engine, Horizontal, Right Side	1
59	0788765		Radiator, Saber FR/Enforcer	1
60	0722490		Cooling Hoses, Gates Silicone and Rubber Combination - Custom	1
61	0074074		Fuel Tank, 65 Gallon, Left Side Fill, Aluminum	1
			Finish - Painted, Chassis Frame Color	
62	0001129		Lines, Fuel	1
63	0618791		DEF Tank, 4.5 Gallon, DS Fill, Forward of Axle, Common Air Bottle Door	1
64	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
65	0552712		Not Required, Shutoff Valve, Fuel Line	1
66	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
67	0578959		Fuel/Water Separator, Racor Inline	1
68	0798744		Trans, Allison 5th Gen, 4500 EVS P, Imp/Vel/DCF/Enf	1
69	0633606		Transmission, Shifter, 6-Spd, Push Button, 4500 EVS, 5+1 Mode, AXT/Qtm/DCF/Enf	1
			Trans, ratio - 4500 EVS, 6Spd	
70	0517604		Transmission Programming, Park to Neutral, PUC	1
71	0684459		Transmission Oil Cooler, Modine, External	1
72	0027844		Fluid, 4000 Series Trans, Allison Approved TES-295 Synthetic, IPOS, Custom	1
73	0001375		Driveline, Spicer 1810	1
74	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
75	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
76	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - ...	
			Text, Row (2) Two - ..	
			Text, Row (3) Three - ..	
77	0692604		Winch, 9,000 lb. Ramsey, QM9000, Portable Receiver Type, Synthetic,Polished Fair	1
78	0695359		Bumper, 26" Extended, Steel, Painted, Saber FR/Enforcer	1
79	0640193		Tray, Hose, Center, 26" Bumper, Outside Air Horns	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 21) 150' of 1.75"	
80	0630210		No Selection Required, Cover Selected in Bumper Accessories	1
81	0778092		Lift & Tow Package, Enforcer	1
82	0002270		Tow Hooks, Chrome	1
83	0067702		Receiver, Portable Winch, At Front Bumper, 10K Pull, w/Power	1
84	0734698	SP	Tray, Bumper, Full Width, Top Surface Mntd, 2" Lip, Follow Contours	1
85	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1
86	0617590		Cab, Enforcer, 7000, PUC	1
87	0747442		Engine Tunnel, X12, MX13, Enforcer	1
88	0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1
89	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
90	0644201		Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
91	0766118	SP	Grille, Painted, Black, Front of Cab, Dash CF/Enforcer	1
92	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
93	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1



Line	Option	Type	Option Description	Qty
94	0087357		Molding, Chrome on Side of Cab	1
95	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
96	0072189		Mirror, 8.00" Convex, Cab Front, Front Cross View	1
97	0648171		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Level Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
98	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
99	0528958		Not Required, Controls, Electric Window, AXT, Quantum, Saber, Enforcer, Dash CF	1
100	0603190		Electric Door Locks, Cab Doors, EMS Doors, QXS, AXT, Sab, Enf	1
101	0528263		Key Pad, Electric Door locks, DS & PS, QXS, AXT, Sab, Enf, Dash CF	1
102	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
103	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
104	0634786		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
105	0040475		Crowns, Front Fender, Rubber	1
106	0637984		Window, Side of C/C, Fixed, Saber FR/Enforcer	1
107	0722796		Dash, Poly, Saber FR/Enforcer	1
108	0634206		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - .75"	
			Material Finish, Cab Interior - Painted	
109	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Engine Tunnel Cover - Painted	
			Cab Interior Rear Wall Material - Painted Aluminum	
110	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - i) fire smoke gray	
111	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
112	0722696		HVAC, Enforcer, CARE	1
			HVAC System, Filter Access - Tool Free Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
			Plenum Cover Material - Formed Plastic	
113	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - No Retention	
114	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
115	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
116	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
117	0583042		Side Roll and Frontal Impact Protection	1
118	0622619		Seating Capacity, 4 Seats	1
119	0636955		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, Saber FR/Enforcer	1
120	0636942		Seat, Officer, Pierce PSV, Fixed, SCBA, Safety, Saber FR/Enforcer	1
121	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
122	0102788		Not Required, Seat, Rear Facing C/C, DS Outboard	1
123	0102783		Not Required, Seat, Rr Facing C/C, Center	1
124	0102790		Not Required, Seat, Rear Facing C/C, PS Outboard	1
125	0632946		Seat, Forward Facing C/C, DS Outboard, Pierce PSV, SCBA, Foldup, Safety, SFR/Enf	1
126	0896463	SP	Cabinet, Forward Facing, Center, 42 W x 50 H x 30.25 D, Web, Enf PUC	1
			Type of fastener - 1" side release	
			Restraint Location - Bottom (towards the ground)	
			Light, Short Cabinet - Amdor H2O, Interior, Right Side	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (4) Shelves, Adjustable, 0.75" Flange down	
			Louvers, Cabinet - Louvers, Forward	
127	0632873		Seat, Forward Facing C/C, PS Outboard, Pierce PSV, SCBA, Foldup, Safety, SFR/Enf	1
128	0566653		Upholstery, Seats In Cab, Turnout Tuff	1
			Color, Cab Interior Vinyl/Fabric - c) Black	
129	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	3
			Qty, - 03	
130	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	

Line	Option	Type	Option Description	Qty
131	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
132	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
133	0555813		Handlts, (4) Streamlight, Fire Vulcan, 44451, C4 LED, Tail Lts, 12v, Orange	1
			Location, Portable Hand Light - Engine Tunnel Area	
134	0603606		Cab Instruments, Ivory Gauges, Chrome Bezels, Enf MUX	1
			Emergency Switching - Individual Switches	
135	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
136	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
137	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
138	0622798		Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
139	0644179		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1
140	0002565		Hourmeter, Aerial Inside Cab	1
141	0002615		Switch, Aerial 12V Master	1
142	0002617		PTO switch, w/light - aerial	1
143	0548004		Wiring, Spare, 15 A 12V DC 1st	2
			Qty, - 02	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location, Spare Wiring - Officer Dash	
144	0548007		Wiring, Spare, 15 A 12V DC 3rd	4
			Qty, - 04	
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug	
			Location - ....	
145	0548006		Wiring, Spare, 15 A 12V DC 2nd	4
			Qty, - 04	
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug	
			Location - ....	
146	0594194		Radio, AM/FM/CD/WB/Aux in, Panasonic	1
			Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Body	
			Antenna, AM/FM Radio - Roof-Mounted rubber antenna-Rear	
			Location, AM/FM Radio - e) switch panel	
147	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX	1
			System Of Measurement - US Customary	
148	0734857		Collision Mitigation, HAAS Alert (R2V), HA5	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
149	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
150	0559156		Install Customer Provided Two-Way Radio(s)	2
			Location - ...	
			Qty, - 02	
151	0699100		Install Customer Provided Key Storage, Knox Box, in Cab	1
			Location - ...	
			Qty, - 01	
152	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1
			Qty, - 01	
			Location, Antenna Mount - Right Side	
153	0653519		Camera, Pierce, Driver Mux, R, RS, LS Cameras	1
			Camera System Audio - Speaker Behind Driver Camera System	
154	0615112		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi	1
155	0624253		Electrical System, Enforcer MUX	1
156	0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
157	0008621		Battery System, Single Start, All Custom Chassis	1
158	0002698		Battery Compartment, Saber/Enforcer	1
159	0531315		Charger, Sngl Sys, IOTA, DSL-75, 75 Amp, Kussmaul 091-94-12 Ind, Qtm/Enf/SFR	1
160	0012782		Location, Charger, Front Left Side Body Compartment	1
			Location, Battery Chrgr/Cmpr - High On Left Wall	
161	0530949		Location, Bat Chrg Ind, Driver's Seat Riser	1

Line	Option	Type	Option Description	Qty
162	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger	1
163	0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
164	0754105		Alternator, 430 amp, Niehoff C681	1
165	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e)High Idle enable	1
166	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel Color, Headlight Bez - Chrome Bezel	1
167	0797346		Light, Directional, WIn 600 Cmb, Cab Crn, Wrp Bzl Otside Wrn Lts Enf, Sab FR Color, Lens, LED's - Clear	1
168	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
169	0735474		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer Light Guard - No Guards	1
170	0647993		Lights, Clearance/Marker/ID, Platform, P25 LED, 5 Lts Light Guard - With Guard	1
171	0602281		Lights, Direct/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Spcl Loc,Sab/Enf	1
172	0511569		Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts Light Guard - Without Guard	1
173	0602938		Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body Qty, Lights, Pair - 1	1
174	0564683		Lights, Tail, WIn M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg Color, Lens - Colored	1
175	0561471		Lights, Backup, WIn M6BUW, LED, For Tail Lt Housing	1
176	0664481		Bracket, License Plate & Light, P25 LED	1
177	0556842		Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	1
178	0589905		Alarm, Back-up Warning, PRECO 1040	1
179	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
180	0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
181	0768765		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Turntable Access Control, Perimeter Lts - Parking Brake Applied	1
182	0748793		Lights, WIn, S44M** 44" 12VDC, RS Body Location - R3 Qty, - 02 Control, Light - Mkr Lt Not Connected Color, WIn Lt Housing - Black Paint Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS LED Module Type - 2 White Spot	2
183	0748795		Lights, WIn, S44M** 44" 12VDC, LS Body Location - L3 Qty, - 02 Control, Light - Mkr Lt Not Connected Color, WIn Lt Housing - Black Paint Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS LED Module Type - 2 White Spot	2
184	0005956		Lights, Deck, Unity (2) AG, Rear, Aerial	1
185	0645676		Lights, Not Required, Hose Bed, Deck Lights At Rear	1
186	0898617		Lights, Hose Bed, Sides, Dual Strips, 45 Ends Control, Hose Bed Lts - Cup Switch At Rear	1
187	0645681		Lights, Not Required, Rear Work, Deck Lights At Rear	1
188	0645683		Lights, Rear Scene, WIn, M9LZC LED Qty, - 02 Control, Rear Scene Lts - Cab Switch Panel DS and Body Switch, DS Rear Bulkhead Location, Scene Lights - Each Side Rear Body, High, 2lts	2
189	0709438		Light, Walking Surf, FRP Flood, LED	1
190	0553741		Aerial, Platform 100', PUC, Alum Body	1
191	0554269		Body Skirt Height, 18"	1
192	0552509		Tank, Water, 300 Gallon, Poly, Ascendant Tandem, PAL, PAP, PUC	1
193	0003405		Overflow, 4.00" Water Tank, Poly	1

Line	Option	Type	Option Description	Qty
194	0028107		Not Required, Foam Cell Modification	1
195	0003429		Not Required, Direct Tank Fill	1
196	0751577		Hose Bed, Aluminum, Trough Style, 2G Aerial	1
			Location, driver's/passenger's/center - Right Side	
			Door, Material & Finish, Access - smooth aluminum	
			Latch, Door, Access - lift and turn latch	
197	0723547		Painted Hose Bed/Cargo Area	1
			Paint Color, Hose Bed Interior - Match Lower Body	
198	0003491		Hose Bed Capacity 1000' of 5.00", Ascendant, PAP, PAL	1
199	0591017		Hose Restraint, Hose Bed, Aerial, Front Velcro Strap, Top	1
200	0515525		Not Required, Running Boards, PUC	1
201	0735580		Turntable Steps-Morton, Swing, Lit Handrails, LS/RS, Ascend TA,PAL,PAP,Handholds	1
			Color, Handrail Light - White	
			Control, Handrail Light - Parking Brake	
			Step, Flip - No Flip Step	
			Body Handrail Finish - knurled aluminum lit	
202	0554004		Lights, Step (6), P25 LED, Swing Down Access Steps, Each Side	1
203	0690023		Wall, Rear, Smooth Aluminum	1
204	0029503		Tow Eyes (2), Painted, Aerial	1
205	0013639		Construction, Compt, Alum, PAP	1
206	0009075		Compt, LS F/H F/D, Roll Drs, w/o Chute, 100' PAP	1
			Hinge Location - Rear of Body	
			Door, Material & Finish, Stabilizer - Polished Stainless Steel	
			Latch, Door, Access - lift and turn latch, flush	
207	0091709		Compt, LS Turntable, F/H F/D, Roll Dr & Lift Dr, 100' PAP	1
208	0023672		Compt, IPO Stairs, Not Required, LS	1
209	0020711		Compt, RS F/H, Roll Drs, 100' PAP	1
			Hinge Location - Rear of Body	
			Door, Material & Finish, Stabilizer - Polished Stainless Steel	
			Latch, Door, Access - lift and turn latch, flush	
210	0091710		Compt, RS Turntable, F/H, Roll Dr & Lift Dr, 100' PAP	1
211	0023673		Compt, IPO Stairs, Not Required, RS	1
212	0594007		Doors, Amdor, Rollup, Side Compartments	9
			Qty, Door Accessory - 09	
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
213	0018820		Bumper, Rear, 5" w/Treadplate Cover, Ascendant Tandem, PAP, PAL, RMAP	1
214	0603711		Guard, Drip Pan, S/S, Rollup Door, Aerial	9
			Qty, Door Accessory - 09	
			Location, Door Guard/Drip Pan - LS1, LS3 Over Wheel, LS4, RS1, RS3 Over Wheel, RS4 and B1	
215	0603083		Lights, Compt,Pierce LED,Dual Light Strips,Each Side Dr,Ascend TA,75'HAL,PAP,HDL	9
			Qty, - 09	
			Location, Compartment Lights - All Body Compts	
216	0603420		Shelf Tracks, Painted, Aerial	6
			Qty, Shelf Track - 06	
			Location, Shelf Track - LS1, LS3, LS4, RS1, RS3 and RS4	
217	0600289		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial	10
			Qty, Shelf - 10	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - .Location To Be Determined	
218	0709692		Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Predefined Locations	5
			Qty, Tray (slide-out) - 05	
			Location, Shelves/Trays, Predefined - .Location To Be Determined	
			Material Finish, Tray - Painted - Spatter Gray	
219	0603763		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 2G Aerial	4
			Qty, - 04	
			Location, Tray Slide-Out, Floor Mounted - RS1, RS4, LS1 and LS4	
			Material Finish, Tray - Painted - Spatter Gray	
220	0682352		Tool Grid System, Gear Grid, Double Swing-Out	2
			Color - 2) red	
			location - L2,R2	

Line	Option	Type	Option Description	Qty
220			Qty - 2	
221	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
222	0004036		Fender Crowns, Rear, Rubber, Two Pair	1
223	0519849		Not Required, Hose, Hard Suction	1
224	0022041		No Handrails Req'd @ Side Pump Panel, No Pump Module	1
225	0621698		Compt, Air Bottle, Between Tandems, Four (4) Bottles, w/ Straps, Aerial	2
			Qty, Air Bottle Comp - 2	
			Location, driver's/passenger's/center - 1LS & 1RS	
			Door Finish, Fender Compt - Polished	
			Latch, Air Bottle Compt - Southco C2 Black Raised Locking, Pair	
			Door Type - drop down with support cable	
226	0601235		Compt, Air Bottle, Single, Round, Fender Panel, Tandem Axle Aerials	2
			Qty, Air Bottle Comp - 2	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - Single - LS Fwd and Single - LS Rear - Fuel	
			Fill Combo - Triangular Dr	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Rubber Matting	
227	0638299		Compt, Extinguisher in Fender Panel, 8.50" Square	2
			Qty, - 02	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - Single - LS Rear and Single - RS Rear	
			Latch, Air Bottle Compt - Southco C2 Black Raised	
			Insert, Air Bottle Compt - Rubber Matting	
228	0004218		Ladder, 35' Duo-Safety 1200A 2-Sect	2
			Qty, - 02	
229	0064226		Ladder, 24', Duo-Safety 900A 2-Section	1
			Qty, - 1	
230	0010406		Ladder, 28' Duo-Safety 1200A 2-Section	1
			Qty, - 1	
			Location, Extension Ladder - torque box	
231	0024232		Ladder, 16' Duo-Safety 875A Roof	1
			Qty, - 1	
232	0014233		Ladder, 18' Duo-Safety 875A Roof	1
			Qty, - 1	
233	0024233		Not Required, Attic Extension Ladder	1
234	0004246		Ladder, 10' Duo-Safety Folding, 585A	1
			Qty, - 01	
			Location, Folding Ladder Aerial - torque box	
235	0592248		Ladders Stored in Torque Box, Amdor Roll, Ascendant TA, PAL, PAP	1
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
236	0602108		Lights, Torque Box Ladder Storage, Truck-Lite 40227C 2lts, Incd, Round 4"	1
237	0658170		Ladders, Nested, Right Side Ground Ladder Storage	1
238	0658169		Ladders, Nested, Left Side Ground Ladder Storage	1
239	0775907		Pike Pole, 12' DUO Safety, Fiberglass	2
			Qty, - 02	
240	0789564		Pike Pole, 8' DUO Safety, Fiberglass, Aerial	2
			Qty, - 02	
241	0789566		Pike Pole, 6' DUO Safety, Fiberglass, Aerial	1
			Qty, - 01	
242	0789586		Pike Pole, 3' DUO Safety, Fiberglass, w/D Handle	2
			Qty, - 02	
243	0770578		Pike Pole Tubes, in Torque Box/Ladder Storage, ABS	6
			Qty, - 06	
244	0024388		No Steps Required, Front Of Body	1
245	0553873		Pump Operators Panel & Module, Aluminum, Control Zone, Ascendant/PAL/PAP	1
			PUC	
246	0520016		Not Required, Pumphouse Structure, PUC	1
247	0515695		Pump, Pierce, 1500 GPM, Single Stage, PUC	1
248	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
249	0515705		Gear Case, Pierce Pump, REPTO-Clutch Drive	1
250	0501370		Pumping Mode, Stationary Only, No Cab Gauges, PUC	1
251	0515829		Pump Shift, Sure-Shift	1

Line	Option	Type	Option Description	Qty
252	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
253	0515835		Auxiliary Cooling System, PUC	1
254	0014486		Not Required, Transfer Valve, Stage Pump	1
255	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
256	0596073		Controller, Pressure, FRC, Pump Boss, PBA400, PUC	1
257	0072153		Primer, Trident, Air Prime, Air Operated	1
258	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
259	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
260	0089437		Plumbing Without Foam System	1
261	0517852		Inlets, 6.00" - 1500 GPM, Pierce PUC Pump	1
262	0014650		Pump Suction Tube(s), Short, All	1
263	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
264	0084610		Valves, Akron 8000 series- All	1
265	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	1
			Qty, Inlets - 1	
266	0004700		Control, Inlet, at Valve	1
267	0004660		Inlet (1), Left Side, 2.50"	1
268	0004680		Inlet, Right Side, 2.50"	1
269	0092569		No Rear Inlet (Large Dia) Requested	1
270	0064116		No Rear Inlet Actuation Required	1
271	0092696		Not Required, Cap, Rear Inlet	1
272	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
273	0092568		No Rear Auxiliary Inlet Requested	1
274	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
275	0687424		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, 3.00" Tank Outlet, Aerial PUC	1
276	0595508		Outlet, Tank Fill, 1.50", PUC	1
277	0766941		Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
278	0521216		Outlet, Left Side, 2.50" (1), PUC	1
279	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
280	0092570		Not Required, Outlets, Left Side Additional	1
281	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
282	0766761		Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1
			Qty, Discharges - 01	
283	0021134		Not Required, Elbow, Right Side Outlets	1
284	0092571		Not Required, Outlets, Right Side Additional	1
285	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
286	0766992		Outlet, Right Side, 4" w/4" Valve, Akron 9335 Elec Controller, PUC	1
287	0527969		Cap, Large Dia Outlet, 4.00", IPO Elbow	1
288	0092572		Not Required, Outlet, Front	1
289	0092575		Not Required, Outlet, Rear	1
290	0045099		Not Required, Elbow, Rear Outlets	1
291	0092574		Not Required, Outlet, Rear, Additional	1
292	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
293	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
294	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
295	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
296	0029106		Not Required, Deluge Outlet	1
297	0029302		No Monitor Requested	1
298	0029304		No Nozzle Req'd	1
299	0029107		No Deluge Mount	1
300	0527482		Waterway Outlet & Control, PUC	1
301	0739945		Crosslay Module, Full Width, Boom Compartment, Roll Up Doors, Aerial, PUC	1
302	0749510		Doors, Crosslay, Roll-up Gortite, Each End, Full Height, PUC	1
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
			Door Guard - Drip Pan Not Required	
303	0750916		Crosslays, (2) 1.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 1.75" double jacket hose	



Line	Option	Type	Option Description	Qty
304	0747055		Not Required, 2.50" Crosslay	1
305	0749406		Mounting, Stokes, Upper Crosslay Module, Door, PUC	1
			Size, Stokes Basket - tbd	
			Door, Material & Finish, Storage - Smooth Aluminum	
			Latch, Door, Storage - Southco C2 Chrome Flush	
			Hinge Location - Right Side	
306	0044333		Not Required, Foam System	1
307	0012126		Not Required, CAF Compressor	1
308	0552517		Not Required, Refill, Foam Tank	1
309	0042573		Not Required, Foam System Demonstration	1
310	0045465		Not Required, Foam Tanks	1
311	0091110		Not Required, Foam Tank Drain	1
312	0091079		Not Required, Foam Tank #2	1
313	0091112		Not Required, Foam Tank #2 Drain	1
314	0738072		Approval Dwg, Pump Panel(s), Not Required	1
315	0032479		Pump Panel Configuration, Control Zone	1
316	0579545		Step, Slide-Out/Fold-Out, Pump Operator Platform, Aerial PUC	1
317	0667186		Light, Slide-Out Pump Operator Step, On Scene Solutions Access LED, Short Step	1
318	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
319	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
320	0618458		Light, Pump Compt, WIn 3SC0CDCR LED White, PUC	1
			Qty, - 01	
321	0516983		Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
322	0005601		Throttle, Engine, Incl'd w/Press Controller	1
323	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1
324	0549333		Indicators, Engine, Included with Pressure Controller	1
325	0521055		Gauges, 6.00" Master, Class 1, 30"-0-600psi,, PUC	1
326	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
327	0062586		Gauge, Water Level, Class 1, Pierce Std	1
328	0006774		Not Required, Foam Level Gauge	1
329	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1
330	0606697		Air Horns, (2) Grover, In Bumper	1
331	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
332	0757092		Control, Air Horn, Multi Select	1
333	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Ball Chain, Black Plastic Tubing	
334	0757077		Control, Air Horn, Lanyard, LS	1
			Lanyard - Ball Chain, Black Plastic Tubing	
335	0525667		Siren, WIn 295SLSA1, 100 or 200 Watt	1
336	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Center Sw Pnl	
337	0076156		Control, Elec Siren, Head Only	1
338	0601306		Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
339	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
340	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
341	0006097		Location of Siren, Recessed in Bumper	1
			Location, Siren, Mech - a) Left	
342	0748305		Control, Mech Siren, Multi Select	1
343	0748282		Control Mech Siren, Ft Sw LS	1
344	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
345	0746353		Not Required, Warning Lights Intensity	1
346	0606715		Lightbar, WIn, Freedom IV-Q, 2-21.5", RRRRR RRRRR	1
			Filter, Whl Freedom Ltbrs - No Filters	
347	0056848		Lights, Frnt Zn Up, Pltform, WIn, 50R03ZRR Super 500 LED, Red 3lts	1
348	0543668		Lights, Basket, WIn, M6*, LED, Clear Lens 1st	4
			Location - TBD	
			Color, Light - red	
			Qty, - 04	

Line	Option	Type	Option Description	Qty
349	0610183		Lightbars, Wln, Freedom IV, 2-21.5", RWW RWW	1
			Lightbar Location, Cab/Crew Cab - Crew Cab Roof Between Doors	
			Filter, Whl Freedom Ltbrs - No Filters	
350	0734071		Lights, Front Zone, Wln M6** M6** M6** M6** LED, Q Bzl, 4lts	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Frnt Outside - Left Red	
			Color, Lt PS Frnt Outside - Right Red	
			Color, Lt DS Front Inside - Left Red	
			Color, Lt PS Front Inside - Right Green	
			Color, Q Bezel and Trim - Polished Chrome	
351	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
352	0006490		Light, Mars TB8-12P/*	1
			Color, Lights, Warning - b) clear	
			Color, Lens, Halogen Mars Lt - Clear	
353	0622944		Lights, Side Zone Lower, Wln M6V2** Warning & Scene, 3pr, Ovr 25	1
			Location, Lights Mid - cab rear	
			Location, Lights Rear - over rear tires	
			Location, Lights Front Side - b)each side bumper	
			Color, Lens, LED's - Clear	
			Color, Lt Side Front - Red	
			Color, Lt Side Middle - Red	
			Color, Lt Side Rear - Red	
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
354	0540783		Lights, Rear Zone Lower, Wln M6*C LED	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
355	0754220		Lights, Rear, Wln M6** LED, Features 1st	2
			Location - rear of body	
			Qty, - 02	
			Color, Lights, Warning - Red Flashing	
			Control, Light - f) emerg master	
			Color, Lens, LED's - Clear	
			Color, Trim - Chrome Trim	
356	0621947		Light, Rear Zone Up, Wln Rota-Beam R316*F LED Beacon, Color Lens	1
			Color, Lts, Rear Zone Upper - ar)amber/red	
357	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
358	0791501		Light, Traffic Directing, Wln TAL65, 36" Long LED, Aerials	1
			Activation, Traffic Dir L - Not Connected	
359	0530074		Location, Traf Dir Lt, On Top of Body Below Turntable w/Trdplt Box	1
360	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
361	0783678		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st	5
			Location, Receptacles - TBD	
			Qty, - 05	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
362	0519934		Not Required, Brand, Hydraulic Tool System	1
363	0649753		Not Required, PTO Driven Hydraulic Tool System	1
364	0649736		Not Required, Hydraulic Tools	1
365	0784642		Aerial, 100' Pierce Platform, 50 MPH Wind Rating, 150lb Tip Load Allowance	1
366	0000042		Boom Support, Rear of the Chassis Cab	1
367	0601990		Light, Boom Support, Peterson 393C, Incandescent	1
368	0799573		Boom Support Compt Included w/PUC Xlay Module Picked Separately, PUC	1
369	0680821		Boom Panel, Pair	1
			Paint Color, Predefined - #10 white	
370	0526890		Not Required, Indicator, Extension	1
371	0688232		Rung Covers, Aerial Device	1
			Rung Cover Color - Safety Yellow	
372	0623645		Aerial Stability Test, Max Tip Options	1
373	0600934		Basket, PAP, Wide, NFPA 2016	1
			Aerial Basket Latch - Eberhard 206	
374	0601972		Lights, Turntable Walkway, P25, LED	1
375	0601949		Light, Turntable Console, TecNiq T-10, LED Strip Light	1

Line	Option	Type	Option Description	Qty
376	0682164		Cover, Around Aerial Rotation Bearing	1
			Material - treadplate	
377	0732760		Basket Heat Shields	1
378	0508717		Control Stations, 100' PAP, Color Display	1
379	0680909		Stabilizers, Two Sets, PAP, Split Pan	1
			Material, Stabilizer Pad - Composite	
380	0728961		Stabilizer Pan Material	1
			Stabilizer Panels - stainless steel, painted to match lower body color	
381	0530819		Not Required, Aerial Stabilizer Pins	1
382	0548900		Door, Stabilizer Control Box, Aerial MUX, Hinged Outboard, Smooth Aluminum	1
383	0615057		Stabilizer Placement, Cameras w/Command Zone Color Display, 2 Sets	1
384	0596621		Hydraulic System, 100' PAP	1
385	0061893		Swivels, w/Encoder, PAL/PAP, 36 Collector Rings	1
386	0784656		Electrical System, D Series, 100' PAP	1
387	0773209		Lights, Wln P*H1** Track 2lts, P*H2P* at Basket 1lt (PAP)	1
			Location, Sw, Arl DC Lts - s) 4 locations	
			Scene Light Optics - Flood/Spot	
			Scene Lt Optics LH Base - Flood and Spot	
			Scene Lt Optics RH Base - Flood and Spot	
			Color, Wln Lt Housing Tip - Black 1	
			Color, Wln Lt Housing Track - Black	
388	0653737		Lighting, Rung, LED, TecNiq, 3 Section, Base, Mid, Fly	1
			Control, Aerial Rung Lighting - Aerial Master, Turntable Sw w/Aerial Mstr and Turntable Sw w/Master Batt Sw	
			Color, Lt Aerial Fly Sect - Blue	
			Color, Lt Aerial Base Sect - Blue	
			Color, Lt Aerial Mid Sect - Blue	
389	0540743		Lights, Stabilizer Warn (2) Sets, Wln M6*C LED, Clear Lens	1
			Color, Lt Rr Stabilzr Pan - r) Pan Light Red	
			Color, Lt Fr Stabilzr Pan - r) Pan Light Red	
390	0068701		Lights, Grote Supernova LED, Stabilizer Beam, (2) Sets	1
391	0601977		Lights, Stabilizer Scene, (2) sets, Truck-Lite 40227C, Incandescent	1
392	0006929		Not Required, 120v To Tip	1
393	0736393		Intercom, 3-Way Fire Research ICA910 Hands Free	1
394	0540922		Breathing Air to Tip, (1) 6000 PSI, 100 PAP	1
			Refill Hose - 100'	
			Breathing Air Fitting - Hansen	
			Breathing Air Mask Box - mask box platform rubber draw latch	
395	0024742		Not Required, Mask, Breathing Air To Tip	1
396	0011227		Outlet, Breathing Air at Aerial Tip, Additional	1
397	0126600		Raised Pedestal, 3.00", Rear Mount Aerials, AXT, Velocity, Impel, Enf	1
398	0540605		Lyfe Brackets, 3-In-1, Used w/Duo-Safety 875 Ladders ONLY, Wide Basket	1
			Width - 19.00"	
399	0530828		Turntable Access, Chains	1
400	0016950		Waterway, 100' PAP	1
401	0539214	SP	(1) Preconnect At Platform, (1) Monitor	1
			Location, Aerial Basket - left	
402	0721187	SP	Monitor, Stang Snorkel, Manual, Tiller Handle	1
			Nozzle, Monitor 1, PAP - Stang 4" Fog/Stream Manual 2000 gpm	
403	0086971		Flowmeter, Waterway, MUX, PAP	1
404	0004836		Inlet, 5.00" at Rear w/ Pump, Ascendant Tandem, PAP, PAL	1
405	0047897		Tools, Aerial	1
406	0559491		Manuals and Training, 3 Consecutive Days, Platform	1
407	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
408	0602497		NFPA Required Loose Equipment, Quint, NFPA 2016, Provided by Fire Department	1
409	0519913		Not Required, Soft Suction Hose	1
410	0027023		No Strainer Required	1
411	0602534		Extinguisher, Dry Chemical, Quint NFPA 2016, Provided by Fire Department	1
412	0602352		Extinguisher, 2.5 Gal. Pressurized Water, Quint, NFPA 2016, Provided by Fire Dept	1
413	0765595		Ladder Belts, Aerial	1
			Safety Belt, Large/XL - (2) two Large/XL (34"-42" waist)	
			Safety Belt, Small/Medium - 0) small/medium (26"-34" waist)	

Line	Option	Type	Option Description	Qty
413			Safety Belt, XXL - (1) one XXL (42"-50" waist)	
414	0007482		Not Required, Crowbars	1
415	0007484		Not Required, Claw Tools	1
416	0602883		Axe, Flathead, Quint NFPA 2016, Provided by Fire Department	1
417	0602670		Axe, Pickhead, Quint NFPA 2016, Provided by Fire Department	1
418	0007494		Not Required, Sledgehammers	1
419	0741569		Paint Process / Environmental Requirements, Appleton	1
420	0709566		Paint, Two-Tone Color, Enforcer	1
			Paint Color, Upper Area, Predefined - #101 Black	
			Shield, Cab - Special Shield	
			Paint Color, Lower Area, Predefined - #80 Red	
			Paint Break, Cab - Special	
421	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
422	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Gloss Black	
423	0693798		Paint, Front Wheels	1
			Paint, Wheels - Black #101	
424	0693795		Paint, Rear Wheels, Tandem Axle	1
			Paint, Wheels - Black #101	
425	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Black #101	
426	0007234		Compartment, Unpainted, D/A Finished	1
427	0792638		Aerial Platform Paint	1
			Paint Color, Aerial Device - White 10	
			Paint Color, Turntable - White 10	
			Paint Color, Boom Support - gloss black primer	
			Paint Color, Cylinders - white 10	
			Paint Color, Aerial Torque Box - gloss black primer	
			Paint Color, Aerial Stabilizers - black 101	
			Paint Color, Aerial Basket - white 10	
			Paint Color, Aerial Rotation Motor - Black	
			Paint Color, Aerial Control Console - white 10	
428	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - a) white	
			Color, Reflect Band - B - l) white	
			Color, Reflect Band - C - w) white	
429	0007356		Reflective across Cab Face	1
430	0583454		Stripe, Chevron, Rear, Diamond Grade, Aerial	1
			Color, Rear Chevron DG - fluorescent yellow green	
431	0598754		Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
432	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - a) white	
433	0027372		Lettering Specifications, (GOLD STAR Process)	1
434	0685617		Lettering, Printed Effect Gold Leaf, 11.00", (41-60)	1
			Outline, Lettering - Outline	
435	0686195		Lettering, Gold Leaf, 11.00", (41-60)	1
			Outline, Lettering - Outline	
436	0694687		Emblem, 13", Gold Leaf/Vinyl, Pair, Mount Pleasant, per quote	3
			Qty, - 03	
			Location, Emblem - TBD	
437	0592146		Emblem, Department Patch, Bay District, Gerber Vision, (pair)	1
			Location, Emblem - TBD	
438	0747784		Emblem, American Flag Painted on Cab Grille, Saber Chassis, PMFD	1
439	0000000	STF	Lettering Graphics Package	1
439	0000000	STF	Lettering Graphics Package	1
440	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
441	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
442	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
443	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1

Line	Option	Type	Option Description	Qty
444	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
445	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
446	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
447	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
448	0733305		Warranty, Tandem Axle, 5 Year, Meritor, General Service, WA0384	1
449	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
450	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
451	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
452	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
453	0695416		Warranty, Pierce Camera System, WA0188	1
454	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
455	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
456	0685945		Warranty, Transmission Cooler, WA0216	1
457	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
458	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
459	0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
460	0516693		Warranty, Pump, Pierce, PUC, 6 Year Parts, 1 Year Labor, WA0039	1
461	0648675		Warranty, 10 Year S/S Pumping, WA0035	1
462	0641372		Warranty, Foam System, Not Available	1
463	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	1
464	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
465	0685727		Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
466	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
467	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
468	0553455		Warranty, Electronics, 5 Year, MUX, WA0014	1
469	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
470	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
471	0683627		Certification, Vehicle Stability, CD0156	1
472	0736243		Certification, Engine Installation, Enforcer, Cummins X12, 2021, CD0170	1
473	0686786		Certification, Power Steering, CD0098	1
474	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
475	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
476	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
477	0556828		Certification, Electric Window, Not Available	1
478	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
479	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
480	0545073		Amp Draw Report, NFPA Current Edition	1
481	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
482	0799248		Appleton/Florida BTO	1
483	0000033		PAP BODY	1
484	0000012		PIERCE CHASSIS	1
485	0004713		ENGINE, OTHER	1
486	0046396		EVS 4000 Series TRANSMISSION	1
487	0520324		PIERCE PUMP, PUC	1
488	0020009		POLY TANK	1
489	0028047		NO FOAM SYSTEM	1
490	0020006		SIDE CONTROL	1
491	0020007		AKRON VALVES	1
492	0020015		ABS SYSTEM	1
493	0755454		AERIAL MEDIUM	1

**CITY OF DES PLAINES**  
**CONTRACT FOR PRICING AND DELIVERY**  
**OF PIERCE ENFORCER PUC 100' AERIAL LADDER TRUCK**

Full Name of Vendor: MACQUEEN EMERGENCY

Principal Office Address: \_\_\_\_\_

Local Office Address 1401 N. Farnsworth Avenue, Aurora, IL 60505

Contact Person John Kenna Telephone Number 630-303-8776

TO: City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attention: Fire Chief Daniel Anderson

*Vendor warrants and represents that Vendor has reviewed and understood all documents included, referred to, or mentioned in this set of documents.*

**1. Contract to Deliver Products**

A. Contract and Products. The Vendor shall, deliver to the City, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in this Contract, including a Pierce Enforcer PUC 100' Aerial Ladder Truck in strict compliance with the Specifications attached to and made a part of this Contract as **Exhibit A** (the **"Products"**) in new, undamaged, and first-quality condition. Vendor further shall:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to the City in a proper and workmanlike manner;
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes; and
5. Miscellaneous. Do all other things required of Vendor by this Contract.

B. Performance Standards. The Vendor agrees that the Products will comply strictly with the Specifications attached hereto and by this reference made a part of this Contract. If this Contract specifies a Product by brand name or model, that specification is intended to reflect

the required performance standards and standard of excellence that the City requires for the Product. However, the Vendor may propose to deliver a Product that is a different brand or model, if the Vendor provides written documentation establishing that the brand or model it proposes to deliver possess equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. The Vendor shall be responsible and liable for, and shall promptly and without charge to the City, repair or replace, any damage done to, and any loss or injury suffered by, the City as a result of the Vendor's failure to perform hereunder.

D. Inspection/Testing/Rejection. The City shall have the right to inspect all or any part of the Products. If, in the City's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract, then the City, without limiting its other rights or remedies, may, at its discretion: (i) reject such Products; (ii) require Vendor to correct or replace such Products at Vendor's cost; (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Vendor with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Contract. Products so rejected may be returned or held at Vendor's expense and risk.

**2. Pricing**

The Vendor shall deliver the Products to the City in accordance with the following prices:



Description of Product	Quantity of Product	Unit Price of Product	Extension
<b>Pierce Enforcer PUC 100' Aerial Ladder Truck in accordance with the Specifications</b>	<b>One (1)</b>	<b>\$1,463,000.00</b>	<b>\$1,463,000.00</b>

If the City has specified the Quantity of Products to be delivered to the City on Page 1 of this Contract, then the Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

**\$1,463,000 Dollars and 00 cents.**

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

1. All prices stated in the Pricing section are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Pricing section, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Pricing; and
4. If a Quantity of Products to be delivered to the City is specified on Page 1 of this Contract, then that amount is an estimate only. The City reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the City for each Product and the actual number of Products that comply with this Contract that are accepted by the City. The Vendor hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

C. Time of Payment

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

**A lump sum payment of the Contract Price will be paid to Vendor upon the**

**City's inspection and acceptance of the Product.**

All payments may be subject to deduction or setoff by reason of any failure of the Vendor to perform under this Contract.

3. Contract Time

The Vendor shall deliver the Products to the City at the Delivery Address not later than July 3, 2023 ("**Delivery Date**"). Without waiving any other remedies available to the City under this Contract or at law or in equity, if the Vendor delivers the Products to the City more than 60 days after the Delivery Date, then the total Contract Price shall be reduced by one half of a percent for every seven-day period that elapses within the period of time beginning on the day after the Delivery Date and ending on the actual date that the Vendor delivers the Products to the City. Vendor must notify the City in writing immediately of any delays alleged to be caused by the COVID-19 pandemic. It will be the City's sole discretion to waive penalty or extend the Delivery Date based on information provided.

4. Financial Assurance

A. Bonds. The Vendor shall provide a Performance Bond on a form provided by, or otherwise acceptable to, the City, from a surety company acceptable to the City, in the penal sum of the Contract Price, within 10 days following the City's acceptance of this Contract.

B. Indemnification. The Vendor shall 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 Vendor's performance, or failure to perform, under this Contract, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract.

C. Penalties. The Vendor 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 Vendor's performance, or failure to perform, under this Contract.

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 the City accepts this Contract within 30 days after the date this sealed Contract is opened.

6. Vendor's Representations and Warranties

In order to induce the City to accept this Contract, the Vendor represents and warrants as follows:

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than the timeframes set forth in the Specifications after delivery to the City: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the City.

B. Compliance with Laws. All Products, and all of their components, shall comply with, and the Vendor 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. Every provision required by law to be inserted into this Contract shall be deemed to be inserted herein.

C. Not Barred. The Vendor is not barred by law from contracting with the City or with any other 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 Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) 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 (3) any other reason.

D. Qualified. The Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the Products at the Contract Price and within the Contract Time set forth above.

## 7. Acknowledgements

In submitting this Contract, the Vendor acknowledges and agrees that:

A. Reliance. The City is relying on all warranties, representations, and statements made by the Vendor in this Contract.

B. Binding Effect. The Vendor is bound by each and every term, condition, or provision contained in this Contract and in the City's written notification of acceptance in the form included in this bound set of documents.

C. Remedies. Each of the rights and remedies reserved to the City in this Contract are 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 in the performance of all terms and provisions of this Contract. Except where specifically stated otherwise, references in this Contract to days shall be construed to refer to calendar days and time.

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

G. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

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

J. Governing Law. This Contract 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.

DATED this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**ATTEST:**

**MACQUEEN EQUIPMENT LLC**

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

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_  
Printed Name and Title

**ATTEST:**

**CITY OF DES PLAINES**

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

City Clerk

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

Michael Bartholomew, City Manager

**CITY OF DES PLAINES**

**RESOLUTION R - 9 - 22**

**A RESOLUTION APPROVING THE PURCHASE OF A  
PIERCE TOWER LADDER TRUCK FROM MACQUEEN  
EMERGENCY GROUP.**

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

**WHEREAS**, the Fire Department and Public Works have identified the need to replace a Pierce Tower Ladder Truck with a new Pierce Enforcer PUC Tower Ladder Truck (“**Vehicle**”);

**WHEREAS**, the City has sufficient funds in the Equipment Replacement Fund during the 2022 fiscal year to purchase the Vehicle; and

**WHEREAS**, City staff explored alternate pricing options and determined that it could obtain significant savings by purchasing the vehicle through HGACBuy Purchasing Cooperative, (“**HCP**”), a corporate organization that assists governmental organizations in procurement of vehicles and equipment that are competitively bid on by HCP; and

**WHEREAS**, the City is a member of HPC; and

**WHEREAS**, HPC sought bids for the award of HPC Contract #FS12-19 for the purchase of the Vehicle; and

**WHEREAS**, HPC identified MacQueen Emergency Group of Aurora, Illinois (“**Vendor**”) as the lowest responsible bidder for HPC Contract #FS12-19; and

**WHEREAS**, City staff has determined that HCP’s purchase policies satisfy the City’s competitive bidding requirements; and

**WHEREAS**, Vendor has offered the City a not-to-exceed price for the vehicle of \$1,463,000, in accordance with SPC Contract #FS12-19;

**WHEREAS**, the City Council has determined that it is in the best interest of the City to purchase the Vehicle from the Vendor in the not-to-exceed amount of \$1,463,000, in accordance with HPC Contract #FS 12-19;

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

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

**SECTION 2: APPROVAL OF PURCHASE.** The City Council hereby approves the purchase by the City of the Equipment from the Vendor in a total not-to-exceed amount of \$1,463,000.

**SECTION 4: AUTHORIZATION OF PURCHASE.** The City Manager is hereby authorized and directed to execute such documents approved by the General Counsel and to make such payments, on behalf of the City, that are necessary to complete the purchase of the Vehicle from the Vendor in a total not-to-exceed amount of \$1,463,000, all in accordance with HPC Contract #FS12-19.

**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 \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

ATTEST:

Approved as to form:

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

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

DP-Res Approving Purchase Contract for FD Pierce Tower Ladder 2022



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 <input type="checkbox"/>	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



**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 20, 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 6:34 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, December 20, 2021.

**ROLL CALL**

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Oskerka, Brookman, Smith. Absent: Zadrozny, Chester, Ebrahimi. A quorum was present.

**CLOSED SESSION**

Moved by Brookman, seconded by Lysakowski to enter into Closed Session to Property Acquisition, Sale of Property, and Security Procedures.

Upon roll call, the vote was:

AYES: 5 - Lysakowski, Moylan, Oskerka,  
Brookman, Smith

NAYS: 0 - None

ABSENT: 3 - Zadrozny, Chester, Ebrahimi

Motion declared unanimously carried.

The City Council recessed at 6:35 p.m.

The City Council reconvened at 7:07 p.m.

Roll call indicated the following Alderman present: Lysakowski, Moylan, Oskerka, Zadrozny, Brookman, Smith. Absent: Chester, Ebrahimi. A quorum was present.

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Assistant Director of Public Works and Engineering Oakley, Director of Community and Economic Development Carlisle, Fire Chief Anderson, Police Chief Anderson, and General Counsel Burkland.

**PRAYER AND PLEDGE**

The prayer and the Pledge of Allegiance to the Flag of the United States of America were offered by Alderman Oskerka.

**PUBLIC COMMENT**

Resident John Maag commented on the new development at Mannheim and Pratt, specifically the electronic billboard. He commented on the City Council discussion from the previous meeting regarding the cannabis dispensary. He also stated he had a comment on behalf of Wayne Serbin, who was in the hospital; stating Wayne is opposed to the dispensary. John Maag additionally requested an open house of the Des Plaines Theatre for the residents.

**ALDERMEN ANNOUNCEMENTS**

Alderman Moylan wished everyone a Merry Christmas and a Happy New Year.

Alderman Oskerka gave recognition to the Police Department in their handling of the Our Lady of Guadalupe pilgrimage.

Alderman Zadrozny wished everyone a Merry Christmas and Happy New Year. He also shared the heartbreaking news of the passing of his mother-in-law.

Alderman Brookman gave her condolences to Alderman Zadrozny and his family. She recognized the work of Donna Adams and her Clean Up/Give Back team. She wished everyone a Merry Christmas and a Happy New Year.

Alderman Smith gave her condolences to Alderman Zadrozny. She thanked Police Chief Anderson for his work with the Our Lady of Guadalupe pilgrimage. She also wished everyone a healthy, happy, and safe New Year.

### **MAYORAL ANNOUNCEMENTS**

Mayor Goczkowski thanked the American Legion on their Shop with a Vet program run in conjunction with Sam's Club and the Chicago Wolves; it proved young children with a gift card and a shopping experience.

Mayor Goczkowski wished Alderman Ebrahimi well after his Covid-19 diagnosis.

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 Lysakowski, 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: 6 - Lysakowski, Moylan, Oskerka,  
Zadrozny, Brookman, Smith

NAYS: 0 - None

ABSENT: 2 - Chester, Ebrahimi

Motion declared carried.

### **CITY CLERK ANNOUNCEMENTS**

City Clerk Mastalski congratulated members of Fire Department on their recent promotions, and thanked them for all of their hard work.

### **MANAGER'S REPORT**

City Manager Bartholomew requested another Closed Session at the close of this meeting under Sale of Property.

### **CONSENT AGENDA**

Moved by Lysakowski, seconded by Moylan, to establish the Consent Agenda.  
No voice vote was taken.

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

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Zadrozny, Brookman, Smith

NAYS: 0 - None

ABSENT: 2 - Chester, Ebrahimi

Motion declared carried.

Appointment was approved; Minutes were approved; Ordinance M-30-21 was approved; Resolutions R-195-21, R-202-21, R-203-21, R-204-21, R-205-21, R-206-21, R-207-21, R-208-21, R-209-21, R-210-21, R-211-21, R-212-21, R-213-21, R-214-21 were adopted.

**AMEND CITY  
CODE/ CLASS M  
LIQ LIC/ 2392 S  
WOLF RD**  
Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve First Reading of Ordinance M-30-21, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS “M” LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance  
M-30-21**

**AUTH PURCH/ INT  
EXTRICATION  
TOOLS/  
EQUIPMENT  
MANAGEMENT  
COMPANY**  
Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve Resolution R-195-21, A RESOLUTION APPROVING THE PURCHASE OF GENESIS RESCUE SYSTEMS RAPID INTERVENTION EXTRICATION TOOLS FROM EQUIPMENT MANAGEMENT COMPANY. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-195-21**

**APPROVE AMD TO  
AGRMT/ MEDIA  
SVCS CTL ROOM  
PROD EQUIP/  
KEYCODE MEDIA,  
INC**  
Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve 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. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-202-21**

**APPROVE CNTRCT  
RENEWAL/ LDSCP  
MAINT/ BEARY  
LANDSCAPING,  
INC**  
Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve Resolution R-203-21 A RESOLUTION APPROVING THE SECOND RENEWAL OF A CONTRACT WITH BEARY LANDSCAPING, INC. FOR DOWNTOWN LANDSCAPE MAINTENANCE. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-203-21**

**APPROVE CNTRCT  
RENEWAL/ PKWY  
RESTOR & PLANT  
INST SVCS/ TNT  
LANDSCAPE  
CONSTRUCTION,  
INC**  
Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve 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. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-204-21**

**AUTH PART IN THE  
NATL OPIOID  
STLMT**  
Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve Resolution R-205-21, A RESOLUTION AUTHORIZING THE CITY OF DES PLAINES TO PARTICIPATE IN THE NATIONAL OPIOID SETTLEMENTS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-205-21**

**APPROVE AGRMT/  
PROF PLAN REV &  
INS SVCS/ H.R.  
GREEN, INC.**  
Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve Resolution R-206-21, A RESOLUTION APPROVING AN AGREEMENT WITH H.R. GREEN, INC. FOR PROFESSIONAL PLAN REVIEW AND INSPECTION SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-206-21**

**APPROVE AGRMT/  
PROF PLAN REV &  
INS SVCS/ B&F  
CONSTRUCTION  
CODE SERVICES,  
INC**  
Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve Resolution R-207-21, A RESOLUTION APPROVING AN AGREEMENT WITH B&F CONSTRUCTION CODE SERVICES, INC. FOR PROFESSIONAL PLAN REVIEW AND INSPECTION SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-207-21**

**AUTH EXPND OF  
FUNDS/ EL ALARM  
MONITOR SVCS/  
EMERGENCY 24,  
INC**  
Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve Resolution R-208-21, A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER AN AGREEMENT WITH EMERGENCY 24, INC. FOR ELEVATOR ALARM MONITORING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-208-21**

**APPROVE MSTR  
CNTRCT/ PROF  
ENGR SVCS/  
AECOM  
TECHNICAL  
SERVICES, INC**  
Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve Resolution R-209-21, A RESOLUTION APPROVING A MASTER CONTRACT WITH AECOM TECHNICAL SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-209-21**

**APPROVE MSTR  
CNTRCT/ PROF  
ENGR SVCS/  
CHRISTOPHER B.  
BURKE**

Moved by Brookman, seconded by Oskerka to Approve Resolution R-210-21, A RESOLUTION APPROVING A MASTER CONTRACT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**ENGINEERING,**  
**LTD**  
**Consent Agenda**

**Resolution**  
**R-210-21**

**APPROVE MSTR**  
**CNTRCT/ PROF**  
**ENGR SVCS/**  
**GABRIEL**  
**ENVIRONMENTAL**  
**SERVICES**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka to Approve Resolution R-211-21, A RESOLUTION APPROVING A MASTER CONTRACT WITH GABRIEL ENVIRONMENTAL SERVICES FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-211-21**

**APPROVE MSTR**  
**CNTRCT/ PROF**  
**ENGR SVCS/**  
**GEWALT**  
**HAMILTON**  
**ASSOCIATES, INC**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka to Approve Resolution R-212-21, A RESOLUTION APPROVING A MASTER CONTRACT WITH GEWALT HAMILTON ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-212-21**

**APPROVE MSTR**  
**CNTRCT/ PROF**  
**ENGR SVCS/ M.E.**  
**SIMPSON CO., INC**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka to Approve Resolution R-213-21, A RESOLUTION APPROVING A MASTER CONTRACT WITH M.E. SIMPSON CO., INC. FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-213-21**

**APPROVE MSTR**  
**CNTRCT/ PROF**  
**ENGR SVCS/**  
**URBANHYDRO**  
**ENGINEERING, INC**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka to Approve Resolution R-214-21, A RESOLUTION APPROVING A MASTER CONTRACT WITH URBANHYDRO ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-214-21**

**APPOINTMENT/**  
**MARIA ROSA**  
**CULLOTTA/**  
**YOUTH**  
**COMMISSION**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka to Approve the APPOINTMENT FROM DECEMBER 6, 2021 CITY COUNCIL AGENDA OF MARIA ROSA CULLOTTA TO THE YOUTH COMMISSION – TERM TO EXPIRE SEPTEMBER, 4 2024. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE**  
**MINUTES**  
**Consent Agenda**

Moved by Brookman, seconded by Oskerka to Approve the Minutes of the City Council meeting of December 6, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda.

Alderman Chester entered the meeting at 7:23 p.m.

**UNFINISHED**  
**BUSINESS**

**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 December 9, 2021.

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.

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 Processional Regulation has issued a license to operate a cannabis dispensing organization on the Subject Premises.

A representative from the petitioner, 280E LLC, gave further information regarding the business operations, and answered questions from the City Council.

Many residents expressed their concern with the location of dispensary, and their opposition of the Ordinance.

Several residents expressed their opposition to cannabis.

Moved by Moylan, not seconded, to Call the Question.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,  
Zadrozny, Chester, Smith

NAYS: 1 - Brookman

ABSENT: 1 - Ebrahimi

Motion declared carried.

Moved by Lysakowski, seconded by Brookman, to Deny the Ordinance Z-57-21 and direct staff to work with the applicant in finding another location, 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, Oskerka, Zadrozny,  
Brookman, Chester, Smith

NAYS: 1 - Moylan

ABSENT: 1 - Ebrahimi

Motion declared carried.

## **NEW BUSINESS**

### **WARRANT REGISTER Resolution R-215-21**

## **FINANCE & ADMINISTRATION** – Alderman Zadrozny, Chair

Alderman Zadrozny presented the Warrant Register.

Moved by Zadrozny, seconded by Oskerka, to Approve the Warrant Register of December 6, 2021 in the Amount of \$6,685,398.27 and approve Resolution R-215-21.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Ebrahimi

Motion declared carried.

**COMMUNITY DEVELOPMENT** – Alderman Chester, Chair

**CONSIDER**  
**SUPPORTING AND**  
**CONSENTING TO**  
**RENEWAL OF**  
**CLASS 6b**  
**CLASSIFICATION**  
**FOR THE**  
**PROPERTY**  
**LOCATED AT 300**  
**EAST TOUHY**  
**AVENUE**  
**Resolution**  
**R-216-21**

Director of Community and Economic Development Carlisle reviewed a memorandum dated December 9, 2021.

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).

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 Worldwide (approximately 36,000 square feet) and Perfection Bakeries Inc., d/b/a Aunt Millie's Bakery (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.

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 Year (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.

A representative from the applicant spoke in support of the approval of the Class 6b renewal for the property located at 300 East Touhy Avenue.

Moved by Brookman, seconded by Smith, to Approve the Resolution R-216-21, A RESOLUTION SUPPORTING AND CONSENTING TO RENEWAL OF CLASS 6b CLASSIFICATION FOR THE PROPERTY LOCATED AT 300 EAST TOUHY AVENUE.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Ebrahimi

Motion declared carried.

**CONSIDER**  
**SUPPORTING AND**  
**CONSENTING TO**  
**RENEWAL OF**  
**CLASS 6b**  
**CLASSIFICATION**  
**FOR THE**  
**PROPERTY**  
**LOCATED AT 2050**  
**CLEARWATER**  
**DRIVE**  
**Resolution**  
**R-217-21**

Director of Community and Economic Development Carlisle reviewed a memorandum dated December 9, 2021.

Applicant Sure Investment Group, LLC is the owner of 2050 Clearwater Drive (former address: 2100 Clearwater Drive) and is requesting support and consent for the 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.

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 approving resolution contains this waiver.

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.

Director of Community and Economic Development Carlisle stated since the finalization of the City Council Agenda and packet, the applicant has made additional pledges not reflected in the packet. The applicant pledges to invest additional funds into parking lot reconstruction and rooftop HVAC; to be completed by mid-2024. The improvements will bring the value up to approximately \$4.10 per square foot, which is less than the minimum \$10 typically required by the City. 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. If the City Council seeks to pass the resolution, it will need to be passed as revised.

Representatives from the applicant spoke in support of the approval of the Class 6b renewal for the property located at 2050 Clearwater Drive; they also answered questions from the City Council.

Moved by Brookman, seconded by Moylan, to Approve the Resolution R-217-21 as revised by staff, A RESOLUTION SUPPORTING AND CONSENTING TO RENEWAL OF CLASS 6b CLASSIFICATION FOR THE PROPERTY LOCATED AT 2050 CLEARWATER DRIVE.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Ebrahimi

Motion declared carried.

**OTHER MAYOR/  
ALDERMEN  
COMMENTS FOR  
THE GOOD OF THE  
ORDER**

Alderman Brookman and Alderman Chester wished everyone a Merry Christmas and a Happy New Year.

**CLOSED SESSION**

Moved by Brookman, seconded by Chester to enter into Closed Session to Sale of Property and Litigation.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 1 - Ebrahimi

Motion declared unanimously carried.

The City Council recessed at 9:02 p.m.

The City Council adjourned at 9:16 p.m.

**ADJOURNMENT**

The meeting adjourned at 9:16 p.m.

---

Jessica M. Mastalski – City Clerk

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

DAY OF \_\_\_\_\_, 2021

---

Andrew Goczkowski, MAYOR



FINANCE DEPARTMENT

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

MEMORANDUM

Date: December 23, 2021

To: Michael G. Bartholomew, City Manager

From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
David Anderson, Police Chief  
Becky Madison, Human Resources Director

Subject: Collective Bargaining Agreement (CBA) Ratification – MAP 241

*DW*

**Issue:** For the City Council to approve and ratify the Metropolitan Alliance of Police (MAP) Des Plaines Police Chapter #241 for the Period January 1, 2022 – December 31, 2025, which will take effect on January 1, 2022.

**Analysis:** The current agreement with the City of Des Plaines Metropolitan Alliance of Police (MAP) will expire on December 31, 2021. The parties have been in negotiations on a successor agreement since November 2021. The term of the recommended agreement is from January 1, 2022 through December 31, 2025. The agreement applies to 11 members of the Police Department, which hold the position of Sergeant.

Significant provision changes of the agreement include the following:

MAP 241			
<b>Term:</b>	Four (4) Year Term January 1, 2022 to December 31, 2025		
<b>Wages:</b>	<b>Year</b>	<b>GW</b>	
	2022	2.00%	
	2023	2.50%	
	2024	2.50%	
	2025	2.50%	
<b>Insurance:</b>	Increase insurance contribution from 7% to 10% in Year 3 (2024)		
<b>Other:</b>	Bilingual pay updated to reflect internal comparable data		
	Differential pay increased from \$100 to \$125		

For comparison purposes on the GWI, the following provides a chart of the external comparable information related to Police Department employees as well as our internal comparable contracts.

GWI Comparison					
	2021	2022	2023	2024	2025
Comparable Communities GWI Avg.	2.50%	2.50%	TBD	TBD	TBD
MAP 240 - Patrol	2.50%	TBD	TBD	TBD	TBD
IAFF - Firefighters Union	1.75%	2.00%	2.25%	2.50%	TBD
MECCA	2.00%	1.75%	2.00%	2.25%	TBD
AFSCME - Clerical, Inspectors, Engineering, & Misc.	1.50%	1.50%	TBD	TBD	TBD
<b>Average</b>	<b>1.94%</b>	<b>1.75%</b>	<b>2.13%</b>	<b>2.38%</b>	<b>TBD</b>
MAP 241 - Sergeants	2.50%	2.00%	2.50%	2.50%	2.50%

Comparable community wage data for years 2023 through 2025 are not yet available due to open contract negotiations.

**Recommendation:** We recommend the City Council approve the proposed collective bargaining agreement between the City of Des Plaines and the Metropolitan Alliance of Police (MAP) Des Plaines Police Chapter #241.

***Attachments:***

**Attachment 1** – Resolution R-11-22 approving a Collective Bargaining Agreement with MAP 241

**Exhibit A** – Collective Bargaining Agreement between The City of Des Plaines and the Metropolitan Alliance of Police (MAP) Des Plaines Police Chapter #241



**CITY OF DES PLAINES**

**RESOLUTION R - 11 - 22**

**A RESOLUTION APPROVING A FOUR-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE METROPOLITAN ALLIANCE OF POLICE DES PLAINES POLICE CHAPTER #241.**

---

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

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

**WHEREAS**, certain personnel employed by the City of Des Plaines ("**Employees**") are represented by the Metropolitan Alliance of Police Des Plaines Police Chapter #241 ("**Union**"); and

**WHEREAS**, the City and the Union desire to enter into a four-year collective bargaining agreement regarding the terms of employment of the Employees by the City with a term beginning January 1, 2022 and ending December 31, 2025 ("**Agreement**"); and

**WHEREAS**, the Union membership voted to ratify the Agreement; and

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

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

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

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

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

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving a Collective Bargaining Agreement with MAP 241.

**COLLECTIVE BARGAINING**  
**AGREEMENT**  
**BETWEEN**  
**THE CITY OF DES PLAINES**  
**AND**  
**THE METROPOLITAN ALLIANCE OF POLICE**  
**DES PLAINES COMMAND CHAPTER #241**  
  
**JANUARY 1, 2022 – DECEMBER 31, 2025**

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## **PREAMBLE**

This Agreement is entered into by and between the CITY OF DES PLAINES, hereinafter referred to as the “City,” and the METROPOLITAN ALLIANCE OF POLICE DES PLAINES COMMAND CHAPTER #241 hereinafter referred to as the “Chapter,” WITNESS TO:

WHEREAS, it is the intent and purpose of this Agreement to promote and improve employee relations between the City and its employees; aid toward the economical and efficient operation of the City; make reasonable provisions for the safety and health of the employees; accomplish and maintain the higher efficiency and quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering general rates of pay, hours of work and certain other conditions of employment to be observed between the parties to this Agreement.

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE I - RECOGNITION**

### **Section 1.1. Recognition**

The City recognizes the Chapter as the sole and exclusive bargaining agent with respect to wages, hours and certain other conditions of employment for all police personnel in the ranks of Sergeant and Lieutenant employed by the City of Des Plaines, but excluding all police personnel in the rank of Patrol Officer, Commander, Deputy Chief and Chief of Police and all other positions employed by the City of Des Plaines, as well as supervisory, managerial and confidential employees as defined by the Act.

### **Section 1.2. Sole Collective Bargaining Agent**

The City will bargain with no other bargaining representative with respect to this bargaining unit during the term of this Agreement and further agrees not to enter into any other agreements or contracts with its employees, individually or collectively, which in any way conflict with the terms and provisions of this Agreement.

### **Section 1.3. Management Rights**

Except to the extent expressly abridged by a specific provision of this Agreement, the Chapter recognizes and agrees that the City reserves and retains, solely and exclusively, all of its rights to manage the affairs of the City, as such rights existed prior to the execution of this Agreement with the Chapter. The sole and exclusive rights and responsibilities of management which are not abridged by this Agreement shall include, but are not limited to, the right to determine the existence or non-existence of facts which are the basis of a City or management decision; to establish or continue policies, practices and procedures for the conduct of the business of the City and its Police Department and from time to time to change or abolish such policies, practices or procedures; the right to determine and from time to time re-determine the methods, equipment,



facilities and materials to be employed; to determine the number of hours per day or per week operations must be carried on; to determine qualifications for work; to assign work to such employees in accordance with the requirements determined by the City; to establish and change schedules and assignments; to hire, transfer, promote, or otherwise relieve employees from duty for legitimate reasons; to make and enforce reasonable rules; to suspend, discharge or otherwise to take such measures as the City may determine to be necessary for the orderly, safe and efficient operation of the City and its several departments.

All of the rights, functions and prerogatives of the City and its designated management which are not expressly and specifically restricted or modified by an explicit provision of this Agreement are reserved and retained exclusively by the City and shall not be subject to arbitration. In no event shall any right, function or prerogative of the City and its designated management ever be deemed or construed to have been modified or impaired by any past practice or course of conduct, or otherwise than by an explicit provision of this Agreement.

#### **Section 1.4. Dues Deduction**

Upon receipt of a signed authorization from an employee, the City agrees for the duration of this Agreement to deduct from such employee's pay, uniform monthly Chapter dues. The Chapter will notify the City in writing of the amount of the union dues to be deducted. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement, to the Treasurer of the Chapter by the 15th day of the month following the month in which the deduction is made.

The Chapter shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

## **ARTICLE II - CONFLICT WITH LAW**

### **Section 3.1. Conflict of Law**

If any provisions of this Agreement are subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### **Section 3.2. Non-Discrimination**

There shall be no discrimination because of race, color, religion, sex, national origin, disabilities, Chapter membership or Chapter activities. Grievances alleging a violation of this Section 3.2 shall not be appealed to the arbitration step of the Grievance Procedure.

## **ARTICLE III - WORK INTERRUPTION**

### **Section 3.1. Work Interruption**

During the period of this Agreement, the Chapter, its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall an employee take part in any work interruption, slow-down, stoppage of work including mass sick calls, boycott, picketing or other interruption of or interference with the operation of the City or City properties.

Failure or refusal on the part of an employee to comply with any provision of this Article shall be cause for whatever disciplinary action, including suspension or discharge, is deemed necessary by the City, and the City shall have the right to take such disciplinary action in addition to all other rights and remedies which the City may have or to which it is entitled, both at law and in equity.

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

## **ARTICLE IV - GRIEVANCE PROCEDURE**

### **Section 4.1. Procedure**

Should any dispute arise between the City and the Chapter and the City and any of its employees involving the interpretation or application of any of the specific provisions of this Agreement, any matter involving the violation of any of the specific provisions of this Agreement or the written reprimand of an employee such dispute shall be settled in accordance with the following procedure:

STEP 1. Between the employee and his immediate supervisor. If the Grievance is not satisfactorily settled within fourteen (14) calendar days after presentation of the grievance, it shall be reduced to writing indicating the article and Section violated and the remedy sought, dated and signed by the employee and the immediate supervisor on a form provided for the purpose, and appealed to Step 2 within fourteen (14) calendar days of the receipt of the immediate supervisor's answer.

STEP 2. Between the Division Commander, the employee and the Chapter representative within fourteen (14) calendar days from the date of its appeal from Step 1. If the grievance is not satisfactorily settled within fourteen (14) calendar days of its presentation in Step 2, it may be appealed to Step 3 within fourteen (14) calendar days of receipt of the Division Commander's answer.

STEP 3. Between the Chief, the employee and the Chapter representative within fourteen (14) calendar days from its appeal from Step 2. If the grievance is not satisfactorily settled within

fourteen (14) calendar days of its presentation in Step 3, the Chapter may appeal the grievance to Step 4 within fourteen (14) calendar days of the receipt of the Chiefs answer.

STEP 4. Between the City Manager or designee, the employee and the Chapter Representative within fourteen (14) calendar days from its appeal from Step 3. If the grievance is not satisfactorily settled within fourteen (14) calendar days of its presentation in Step 4, the Chapter may appeal the grievance to arbitration within twenty-one (21) calendar days of the receipt of the last answer given by the City.

STEP 5. In the event the grievance has not been satisfactorily settled, the grievance may be submitted to an impartial arbitrator. The party requesting arbitration shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. All persons on such list shall be members of the National Academy of Arbitrators. Within twenty-one (21) days of receipt of the list of arbitrators, the parties shall alternately strike three names each until one name alone remains. The person whose name remains shall be the arbitrator.

Awards of the arbitrator shall be final and binding and shall determine the subject of the arbitration for the duration of this Agreement. Jurisdiction of the arbitrator shall be only in regard to the particular dispute before him, and he shall have no power or authority to add to, subtract from, modify or change in any way any of the terms of this Agreement, or to write any new clause, change an existing clause, or write a new Agreement, nor shall he establish wage scales, change any wages or rates of pay. The arbitrator shall have no power to pass upon any subject not specifically provided for in this Agreement or any function that belongs to the City or its designated management as provided for in Article I, Section 1.3. If the grievance concerns matters not covered by this Agreement, it shall be returned by the arbitrator to the parties without decision.

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

The City shall have the right to sue at law or in equity in any court of competent jurisdiction, federal or state, to enforce this Agreement or to recover for any breach or violation thereof.

#### **Section 4.2. Timeliness of Grievances**

All grievances shall be presented within fourteen (14) calendar days after the cause of the grievance arises or said grievance shall be deemed abandoned. All grievances must be appealed and all answers given within the time limits established in each step of the grievance procedure or they shall be considered settled on the basis of the City's last answer. Exceptions to these time limits may be agreed to in writing by the parties. If the City fails to provide an answer within the time limits so provided, the Chapter may immediately appeal to the next Step. When the grievant is informed by the employer's representative at any Step that such representative lacks authority to resolve the grievance, the grievant may immediately proceed to the next higher Step. All grievance discussions and investigations shall take place in a manner which does not interfere with City operations.

#### **Section 4.3. Right to File Grievances**

The Chapter, or any member thereof, shall have the right to prosecute grievances under this Agreement, but only the Chapter shall have the right to take to arbitration any grievance which is otherwise arbitrable under this Agreement.

#### **Section 4.4. Police and Fire Commission**

If the grievance concerns discipline in excess of a five (5) day suspension or discharge for cause, the employee must elect, within 21 days, whether to proceed before the Board of Fire and Police Commissioners or to proceed through the grievance procedure.

In the event the employee elects to proceed under the grievance procedure, he shall indicate in writing his choice and specifically waive any right he might otherwise have to proceed before the Board of Fire and Police Commissioners or to proceed to court to review a decision of the Board of

Fire and Police Commissioners. In the event the employee elects to proceed before the Board of Fire and Police Commissioners, he shall indicate in writing his choice and specifically waive any right he might otherwise have to proceed under the grievance procedure.

Other matters subject to the jurisdictions of the Board of Fire and Police Commissioners are not subject to this grievance procedure. It is further understood that nothing in this Agreement shall limit the right of the Chief to suspend an employee for up to five (5) days, nor shall this Agreement limit the right of such employee so suspended to appeal to the Board of Fire and Police Commissioners within twenty-four hours after such suspension for a review thereof.

If a supervisor meets with an employee for the purpose of discussing a disciplinary matter that might lead to disciplinary action against that employee that would be subject to the jurisdiction of the Des Plaines Board of Fire and Police Commissioners, the employee, if he/she so desires, shall have the right to have the presence of a local Chapter representative at such meeting. If a local Chapter representative is asked to attend such a meeting, he/she shall attend as an observer only unless the parties agree that the Chapter representative may participate. The Chapter's representative and said employee shall be allowed a reasonable time together to discuss the matters involved.

## **ARTICLE V - COMPENSATION**

### **Section 5.1. Wages**

All bargaining unit employees shall be compensated in accordance with the Pay Plan set forth in Appendix A attached hereto and made part hereof. Employees covered by this Agreement who are still on the active payroll as of the beginning of the next payroll period following ratification of this Agreement by both parties shall receive a retroactive payment based upon the

difference between what they were paid in wages between January 1, 2022 and the beginning of said payroll period and the wages they would have received during the same period of time based upon the applicable salary ranges set forth in this Agreement, provided that any employee who was promoted or retired in good standing after January 1, 2022, but before this Agreement was ratified by both parties shall also be eligible to receive retroactive pay based on the hours worked between January 1, 2022 and the date of promotion or retirement. Such retroactive pay shall be made on an hour for hour basis for all hours paid (including overtime hours) since January 1, 2022. The City shall, within Sixty (60) days of the effective date of this Agreement, pay to each employee all retroactive wages for all hours compensated, including but not limited to regular and overtime hours, vacation, holiday and sick leave hours.

Unless otherwise specified, nothing in this Agreement shall be construed or interpreted as applying to or making retroactive any other economic or non-economic provision or term of this Agreement.

## **Section 5.2. Performance Appraisals**

All employees who are hired, transferred or assigned to one of the above job classifications shall receive no less than Step A of the salary range for the classification to which they are assigned. Advancement from one step to another within the salary range shall be made on the basis of periodic performance appraisals. Such performance appraisals shall be made once per year and prior to an employee's anniversary date. Each performance appraisal shall be discussed with the employee along with the reasons for the granting or denial of a scheduled step increase. Each employee, upon request, will be furnished with a copy of his previous performance appraisal along with a written statement of the reason for granting or denying any step increase.



### **Section 5.3. Advancement in Salary Schedule**

Sergeants in Step A will advance to Step B after twelve (12) months continuous employment by the City in the rank of Sergeant.

Lieutenants in Step A will advance to Step B after twelve (12) months continuous employment by the City in the rank of Lieutenant.

Lieutenants in Step B will advance to Step C after twenty-four (24) months continuous employment by the City in the rank of Lieutenant.

Sergeants in Step A shall be eligible for advancement to Step B after twelve (12) months continuous employment by the City. Sergeants in step B shall be eligible for advancement to Step C after twenty-four (24) continuous employment by the City. Sergeants in Step C shall be eligible for advancement to Step D after thirty-six (36) months continuous employment by the City. Lieutenants will advance as previously noted in this section.

### **Section 5.4. Denial of Step Advancement**

If an employee believes that the denial of advancement in the schedule is arbitrary, capricious or constitutes an abuse of managerial discretion, the employee may file a grievance at Step 3 of the grievance procedure set forth in Article V of this Agreement within one week after receiving notification of the denial. If an employee is denied advancement in the salary schedule, the employee may request that such denial be reviewed six months after denial. Employees granted advancement as a result of such six-month review, shall be thereafter eligible for advancement to the next regularly scheduled step.

### **Section 5.5. Court Pay**

An employee shall be paid at one and one-half (1.5) times their hourly rate of pay for a minimum of three (3) hours for an initial court appearance and any additional court appearances during their off-duty hours. In the event that an employee is required to make additional Court

appearances on any one day beyond the first half-day, he/she will be paid at one and one-half (1.5) times their hourly rate of pay for a minimum of three (3) hours for any and all appearances during the second half-day, if the second half-day falls within his/her off-duty hours.

Court pay shall also apply when employees are subpoenaed as a witness or complainant, or ordered to appear at a criminal or civil proceeding that arose out of their duties as a police officer for the City. Employees shall receive Court pay for these proceedings and any witness fees paid to such officer shall be remitted to the City. If witness fees are greater than Court pay, employees shall retain the witness fee and Court pay shall not apply.

Any employee on the day shift who is held over for Court shall be compensated at the overtime rate as opposed to applying for Court pay. Any employee who is subpoenaed as a witness in an administrative hearing, while off duty, shall receive a minimum of two (2) hours as overtime pay; provided however, that an employee who is the defendant or subject of an administrative hearing receives neither Court pay nor overtime pay.

#### **Section 5.6. Uniform Allowance**

The City shall provide to each employee on active duty status (full-duty or temporary light-duty) an annual uniform allowance as follows:

Detective Sergeant:	\$775.00
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Patrol Sergeant:	\$775.00
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Replacements of damaged uniforms shall be made on a depreciated value amount.

#### **Section 5.7. Differential Pay**

Effective for the term of this Agreement, employees who work the midnight shift, 2230-0630 hours or 2300-0700 hours shall receive a one hundred and twenty-five dollar (\$125.00) shift differential per month and shall be pro-rated.

### **Section 5.8. Longevity Pay**

Employees in the following classifications with the continuous unbroken service records shall receive a longevity payment as follows:

<u>RANK</u>	<u>10 YEARS</u>	<u>15 YEARS</u>	<u>20 YEARS</u>
Lieutenant	\$1,062	\$2,178	\$3,346
Sergeant	\$935	\$1,919	\$2,950

However, employees hired after November 1, 1996 shall receive longevity payment pursuant to the following table:

<u>RANK</u>	<u>10 YEARS</u>	<u>15 YEARS</u>	<u>20 YEARS</u>
Lieutenant	\$1,000	\$1,500	\$2,000
Sergeant	\$1,000	\$1,500	\$2,000

### **Section 5.9. Bilingual Bonus**

Any officer covered by this Agreement who is certified (per department policy) as fluent in Spanish or Polish shall receive a \$75.00 differential pay per month beginning after his or her probationary period.

### **Section 5.10. Educational Bonus**

Commencing January 1st of 2019 and each January 1st thereafter during the term of this agreement, an employee who provides acceptable evidence to the City that they subsequently earned an additional advanced degree from an accredited institution of higher education in the U.S. during the prior 12 month period will be eligible for a one-time educational bonus in the amounts specified below, which shall not be added to base pay. (Example: If an employee who previously received a \$750 bonus for a bachelor's degree earned a master's degree in a subsequent year, such employee would be eligible for a one-time bonus of \$1,000 in the following January.)

Associate's Degree	\$500
Bachelor's Degree	\$750

Master's Degree                      \$1,000

All bonuses paid under this Section shall not be added to base pay. Under no circumstances will an employee be eligible for more than a single, one-time bonus for a given degree.

#### **Section 5.11. Credit for Acting Sergeant Assignment**

This Section applies to patrol officers promoted after the date this Agreement is executed. Should a patrol officer be officially promoted to the rank of sergeant, with total service of under 240 days of cumulative service while previously assigned as an Acting Sergeant, he/she will not be credited with such time for purposes of placement on the Sergeant's pay schedule and/or probationary period. If an officer is credited with 240 days or more of cumulative service while previously assigned as an Acting Sergeant, however, such officer shall be credited with their Acting Sergeant time towards the Sergeant's wage schedule attached as Appendix A, up to a maximum of placement at Step B on the wage scale, and all accredited time over 240 days shall be credited towards the officer's probationary period as a sergeant.

### **ARTICLE VI - OVERTIME AND SCHEDULING**

#### **Section 6.1. Schedule of Work**

Insofar as practical, the regular day off schedules utilized for employees covered by this Agreement shall continue for the term of this Agreement; however, the Chief may request changes by written notice to the Union for negotiations.

#### **Section 6.2. Overtime Pay**

The parties acknowledge that for purposes of Section 7K of the Fair Labor Standards Act, the City has adopted a 28 day work cycle.

One and one-half times the regular hourly rate shall be paid for all "hours worked" in excess of eight (8) hours per day (except where necessary because of a normal shift change or where the

parties have agreed to modify the work schedule), all hours worked on a seventh consecutive workday where the employee was actually in attendance for the previous six days and not receiving callback or overtime pay, or all hours in excess of 48 hours in an employee's workweek where the employee was actually in attendance and not receiving callback or overtime pay (except where necessary because of a normal shift change). For the purpose of this Section only, the regular hourly rate shall be determined by dividing the employee's base annual salary as provided for in Article VI, Section 6.1, by 2080. The above overtime rate will not apply to voluntary changes in the regular day off schedule effected in accordance with customary procedures by the Department or to changes in the regular day off schedule made by the City to comply with the contract provisions concerning the Christmas and New Years holidays.

Overtime pay as it relates to consecutive work days shall not apply beyond the seventh consecutive work day. For example, an officer is scheduled and works eight consecutive work days, the first six of which are paid at straight time. The hours worked on the seventh consecutive work day would be paid at overtime. The hours worked on the eighth consecutive work day would be paid at straight time. A regular day off ("RDO"), even when worked by an officer on call back, shall be considered a day off and shall be considered a break in the number of consecutive days worked.

An officer who is scheduled to work and works on his day off (call back), will still receive pay at the call back rate (one and one-half times the regular hourly rate) regardless of the number of consecutive days worked.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

### **Section 6.3. Hours Worked**

Holiday, personal, vacation, funeral, compensatory and sick time paid for but not worked during an employee's regular work week shall be considered hours worked toward an employee's required 2080 hours for a year but will not be considered hours worked for the purpose of computing overtime pay.

### **Section 6.4. Call Back Pay**

Employees who are called in to report to work outside their regular scheduled working hours for that day shall receive a minimum of two (2) hours work or two (2) hours pay in lieu thereof at one and one-half times the regular hourly rate as defined above. Call-back in excess of two (2) hours shall be calculated from the time that the Sergeant/Lieutenant arrives at the police station to report to duty until he/she is relieved of duty. This provision does not pertain to a Sergeant/Lieutenant who has arrived at the police station prior to his/her duty day and is requested to go on duty early.

### **Section 6.5. Shift Exchange**

Employees may temporarily exchange shifts for a stated purpose provided the exchange has been approved by the Chief or his designee. Such approval shall not be unreasonably withheld or denied. Shift exchange is a privilege that shall not interfere with the operation of the City or result in the payment of overtime.

### **Section 6.6. Shift Schedule**

The City agrees to maintain an eight and one half (8.5) hour workday schedule for Sergeants assigned to Patrol and an eight (8) hour workday schedule for Sergeants assigned to the Detective Unit during the term of this agreement, unless the parties mutually agree to modify the same.

### **Section 6.7. Compensatory Time**

Employees who are entitled to overtime pay may elect compensatory time at time and one-half the overtime hours actually worked in lieu of payment, to a maximum accrual of eighty (80) hours, under the following conditions:

A. The election to accrue compensatory time for overtime hours in lieu of payment must be made by an employee prior to the time the overtime hours are actually worked. The Chief of Police or his designee must approve the election. The election to accrue compensatory time includes the designation of holiday pay under Section 9.4 as compensatory time (on an hour for hour basis, converting overtime to straight time) in lieu of payment within the limits established by Section B.

B. An employee shall have until December 31<sup>st</sup> in which to use, or be paid, for any compensatory time hours accrued during that calendar year. Payment for the previous years unused compensatory time shall be paid to an officer no later than the first payroll in February.

C. Compensatory time shall be granted upon the employee's request at a time and in an amount which are mutually agreed upon by the employee and the Chief of Police or his designee.

### **Section 6.8. Carryover of RDO's**

All employees covered by this agreement will be allowed to carry over no more than ten (10) regular days off into the following new calendar year. Exceptions to the above can be made on a case-by-case basis upon written application and approval by the Chief of Police or his designee.



## **ARTICLE VII - INSURANCE BENEFITS**

### **Section 7.1. Medical Insurance.**

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

### **Section 7.2. Employee Contribution to Health Insurance Premiums.**

During the period of January 1, 2022 through December 31, 2023, the City and each covered employee shall contribute, on a per-pay-period basis, a percentage of the unit cost for each health insurance plan option as described below:

<u>Plan Option</u>	<u>City Contribution</u>	<u>Employee Contribution</u>
PPO Option #2	93%	7%
PPO Option #3	93%	7%
HMO Option #1	93%	7%

Commencing January 1, 2024, the City and each covered employee shall contribute, on a per-pay-period basis, a percentage of the unit cost for each health insurance option as described below:

<u>Plan Option</u>	<u>City Contribution</u>	<u>Employee Contribution</u>
PPO Option #2	90%	10%
PPO Option #3	90%	10%
HMO Option #1	90%	10%

The unit cost for each health insurance plan option shall be determined by the City's broker/consultant on a yearly basis and implemented effective January 1, for each year the

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

### **Section 7.3. Prescription Drug Benefit.**

Through the term of this agreement, the prescription drug benefit for the PPO and HMO options shall consist of a three-tier formulary with the following employee co-pays:

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

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

### **Section 7.4. Flexible Benefit #125 Plan**

The Flexible Benefit #125 Plan will allow for pre-tax deductions (per pay period) by each covered employee for the purpose of contributing toward health insurance premiums, reimbursement of medical and dental expenses, qualified child-care expenses, and other eligible expenses defined by the Internal Revenue Service (IRS). This program will be offered as long as allowed by the IRS and amended as necessary to reflect changes in the law.

### **Section 7.5. Employee Life Insurance**

The City shall provide a life insurance plan with a benefit of \$100,000 for each covered employee.

### **Section 7.6. Killed in the Line of Duty Benefits**

Health insurance coverage for a spouse and/or dependent(s) of an employee killed in the line of duty shall be provided and paid for by the City, for a period of up to 3 years or as otherwise provided by law, unless the spouse remarries or the spouse and/or dependent(s) are covered under a separate insurance policy, in which instance the City shall pay the remainder of that which is not covered by the spouse's or dependent's separate insurance policy or as otherwise required by law.

### **Section 7.7. Retiree Health Savings (RHS) Plan**

The City shall establish and maintain a Retiree Health Savings (RHS) plan for use upon retirement toward eligible health-related expenses defined by the Internal Revenue Service. Annually, employee's sick leave days accrued in excess of 90 days but less than 120 days shall be paid at a rate of 75%, and the remaining 25% of sick leave days accrued shall be added to the employee's accumulated unused sick days up to 120 days. Sick leave days accrued in excess of 120 days shall be paid at a rate of 75%.

Upon retirement, or duty disability retirement, payment for unused sick leave shall be at a rate of 25% for the first 45 days and 75% for days over 45, and 100% pay for any unused vacation and personal days for a vested employee. These monies (annual payments and the payment upon retirement) shall be paid by the City on behalf of each contributing employee into an individual RHS account and made available upon retirement or duty disability retirement.

### **Section 7.8. Vesting**

Notwithstanding any other provision of this Agreement, in order to be eligible for a payment into the RHS plan upon retirement an employee must have been vested in the Retiree Health Savings (RHS) plan. The term “vested” as used in relation to the Retiree Health Savings (RHS) Plan, means that prior to retirement, the employee accrued sick leave in excess of the amount specified in Section 8.7 and the excess balance was paid at the applicable rate into an RHS Account at least once on an annual basis, or the excess balance was reached as of December 31<sup>st</sup> of the year prior to payout, or the excess balance has been reached as of the employee’s retirement. Unless the employee has previously vested, as described herein, such employee will not be eligible for any leave payment into their RHS account upon retirement.

### **Section 7.9. City Discretion to Select Carrier**

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

### **Section 7.10. Dental Insurance**

During the term of this Agreement the City agrees to offer employees the opportunity to participate in a dental insurance plan, under the same terms and cost sharing conditions that are offered to non-represented City employees, as the same may be changed from time to time by the City.

### **Section 7.11. Vision Insurance**

Commencing in 2019, the City agrees to offer employees the opportunity to participate in a vision insurance plan, under the same terms and cost sharing conditions that are offered to non-represented City employees, as the same may be changed from time to time by the City.

## **ARTICLE VIII - HOLIDAYS AND PERSONAL LEAVE**

### **Section 8.1. Holidays**

The following days, or days substituted therefore, shall be considered to be holidays:

New Year's Day  
President's Day  
Martin Luther King, Jr. Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day

Employees assigned to patrol duties shall observe the holiday on the day the City observes the holiday, except for New Years Day, Independence Day, and Christmas Day, on which the actual calendar day of the holiday shall be observed. All other bargaining unit employees shall observe the holiday on the day the City observes the holiday.

### **Section 8.2. Holiday Scheduling**

Insofar as practical, normal work schedules will be revised so that employees will not be assigned to work on both Christmas Day (including Christmas Eve) and New Year's Day (including New Year's Eve). Rank seniority shall prevail.

### **Section 8.3. Holiday Pay Eligibility**

To be eligible for holiday pay the employee must meet the following conditions:

- (1) Work the employee's scheduled work day before and the employee's scheduled work day immediately following the holiday;
- (2) Report for work and actually work on the holiday if scheduled to work.

Upon proper evidence submitted and, when circumstances warrant, the immediate supervisor may grant an excused absence for either the day before or the day immediately after the holiday.

#### **Section 8.4. Scheduling Holidays, Holiday Pay and Holiday Overtime**

All employees will be scheduled as a holiday regular day off on City recognized holidays per Section 9.1. herein. Normal day off rotation would determine what employees are scheduled to work a specific holiday. If an employee works a holiday, the employee will receive regular pay plus time and one-half for all hours worked on scheduled holidays, including overtime hours.

#### **Section 8.5. Personal Leave**

Employees begin accruing personal leave with the first payroll period and each subsequent payroll period. Employees accrue personal leave hours consistent with the number of paid hours of their regular workday. Personal leave hours do not accrue bi-weekly if employees are absent on any leave “without pay”, while receiving disability payments (excluding PEDA). Annual personal leave hours are earned by employees at a rate that corresponds to the number of completed years of continuous full-time service.

All employees covered by this Agreement shall annually accrue personal leave as follows:

<u>Continuous Years of Service</u>	<u>Annual Personal Leave Accrual</u>
1 Year to 4 Years	1 day
5 Years to 9 Years	2 days
10 Years to 14 Years	3 days
15 Years to 19 Years	4 days
20+ Years	5 days

Employees may accumulate a maximum personal leave balance up to a maximum of 40 hours. Employees reaching their maximum personal leave accrual will cease to earn additional personal leave hours until their personal leave balance falls below their maximum accrual limit. Employees are informed on each bi-weekly payroll voucher of current personal leave balances. It is

the responsibility of employees to monitor their individual leave balances and know how close they are to their maximum accrual limit.

#### **Section 8.7. Personal Leave Eligibility**

To be eligible for personal leave accrual an employee must be in the regular active employment of the City and shall have worked a minimum of 60% of the scheduled days of work exclusive of sick leave in the twelve (12) months immediately prior to his employment anniversary date.

#### **Section 8.8. Pay Out of Accrued Personal Leave Upon Retirement**

Upon retirement or duty disability retirement, any accrued and unused personal leave shall be paid at 100% of the employee's hourly rate of pay into a Retiree Health Savings (RHS) plan in accord with Article VII, Section 7.7.

### **ARTICLE IX - VACATION**

#### **Section 9.1. Vacation Accrual**

Employees begin accruing vacation leave with the first payroll period and each subsequent payroll period. Employees accrue vacation leave hours consistent with the number of paid hours of their regular workday. Vacation leave hours do not accrue bi-weekly if employees are absent on any leave "without pay", while receiving disability payments (excluding PEDDA). Annual vacation leave hours are earned by employees at a rate that corresponds to the number of completed years of continuous full-time service.



Continuous Years of Service	Annual Vacation Accrual
1 Year to 4 Years	10 days
5 Years to 9 Years	15 days
10 Years to 14 Years	17 days
15 Years to 19 Years	20 days
20 Years to 24 Years	23 days
25 Years +	25 days

## **Section 9.2. Vacation Eligibility**

To be eligible for a vacation accrual an employee must be in the regular active employment of the City and shall have worked a minimum of 60% of the scheduled days of work exclusive of sick leave in the twelve months immediately prior to his employment anniversary.

## **Section 9.3. Vacation Pay**

Vacation pay shall be computed at the regular straight time hourly rate of the classification in which an employee is employed immediately preceding his vacation.

## **Section 9.4. Vacation Scheduling and Accumulation**

The vacation season shall be from January 1st through December 31st of any calendar year. Vacations shall insofar as possible, be granted by the City at times most desired by the employees. Vacations during any one period shall be limited to such numbers and classifications as not to interfere with the normal conduct of the City. When more vacations are requested than can be granted for any one period, preference will be given to the employee with the most seniority. The final right, however, of scheduling vacations is reserved to the City to insure the efficient and continuous operation of the City.

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

limit. Employees are informed on each bi-weekly payroll voucher of current vacation leave balances. It is the responsibility of employees to monitor their individual vacation leave balances and know how close they are to their maximum accrual limit.

Vacations shall not be cumulative from one anniversary year to the next and in no event shall more than five (5) weeks vacation be granted in any one calendar year.

#### **Section 9.5. Holidays During Vacations**

When a holiday falls within an employee's regularly scheduled vacation, he shall receive his holiday pay including time off and such day shall not be counted as a day of vacation.

#### **Section 9.6. Pay Out of Accrued Vacation Upon Retirement**

Upon retirement or duty disability retirement, any accrued and unused vacation leave shall be paid at 100% of the employee's hourly rate of pay into a Retiree Health Savings (RHS) plan in accord with Article VII, Section 7.7.

### **ARTICLE X - SICK LEAVE**

#### **Section 10.1. Definition and Accumulation**

"Sick Leave" as used herein shall mean any illness or injury not compensated for by Workers' Compensation. Each permanent full-time employee shall be eligible for sick leave of one day for each completed month of service cumulative up to a maximum of nine hundred and sixty (960) hours.

#### **Section 10.2. Accrual of Sick Leave**

An employee absent from work on legal holidays, during sick leave, vacation, for disability arising from injuries sustained in the course of his employment, or on special leave of absence with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though he was employed subject, however, to the maximum limitation herein provided.

### **Section 10.3. Sick Leave Usage**

An employee eligible for sick leave with pay may use such sick leave upon approval of his department head for absence of regular working days due to illness, injury, exposure to contagious disease which could be communicated to other employees, or to illness or death in the employee's immediate family. Any employee requesting sick leave shall inform the on duty shift commander of the fact and the reason therefore as soon as possible but no later than one hour prior to scheduled duty. Failure to do so may be cause for denial of sick leave and pay. To be eligible for sick leave with pay any absence of three (3) or more regular work days must be substantiated by a certificate from the employee's physician, or such other evidence as the City may require. With regard to all sick leave, the City has the right to check on the welfare of the employee to determine the extent of illness.

Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-fourth day. An employee reporting off sick on the day of any duty assignment shall have one day deducted from his total accumulated sick leave.

### **Section 10.4. Sick Leave Incentive**

An employee shall accrue an additional twelve (12) hours of sick leave for each calendar six (6) month period (Jan 1-June 30, July 1- Dec 31) in which there is no absence (excluding duty injury on duty days off) from work due to sick leave or for personal reasons with or without pay.

## **ARTICLE XI - FUNERAL LEAVE**

### **Section 11.1. Funeral Leave**

Each employee shall be entitled to funeral leave of three (3) consecutive calendar days following the death of any of the following relatives not chargeable to sick leave: mother, father, spouse, child (including miscarriage), brother, sister, mother-in-law, father-in-law, grandchild, grandparent, grandparent-in-law, brother-in-law, sister-in-law, step-mother, step-father, step-brother, step-sister, step-son and step-daughter. Requests to use funeral days other than as provided in this Article may be approved at the discretion of the Chief of Police or his designee. An employee shall be paid his regular straight time rate for only those days taken for funeral leave which fall on a regularly scheduled work day.

## **ARTICLE XII - LEAVES OF ABSENCE**

### **Section 12.1. Medical Leave of Absence and FMLA**

An employee may apply for a medical leave of absence in accordance with City policy, and in compliance with the requirements under the Family and Medical Leave Act (FMLA) of 1993. During the term of the FMLA leave, the City will maintain the employee's health insurance coverage under their group plan, under the same terms offered to employees not on leave. Upon return to work an employee shall be returned to the former job or as close as possible to a job of like seniority, status and pay provided the employee meets the City's physical standards of employment.

If circumstances warrant, and with physician certification, the City may extend a leave of absence for medical reasons for a definite period beyond the accumulated sick leave and FMLA requirements. However, it shall be the employee's responsibility to pay for health insurance

premiums during the extension period if coverage is desired. While the City will make a reasonable effort to accommodate leave extensions, such requests will be granted or not wholly at the discretion of the City. At the end of any such leave extension, the City will not have any obligation to provide an equivalent or any other job to the extended leave-taking employee; however, prior to the granting of any such leave extension, the employee and the Police Chief will discuss probable job availability anticipated at the end of the leave extension.

### **Section 12.2. General Leave of Absence**

The City may grant a leave of absence without pay for personal reasons not to extend ten (10) working days in any calendar year. The employee must submit his request in writing through his immediate supervisor. The supervisor will review the request initially and forward his recommendation to the Police Chief for consideration. The Police Chief will then advise the employee of his determination.

### **Section 12.3. Unpaid Leave of Absence**

An unpaid leave of absence in excess of ten (10) days must be accompanied by a written statement as to reason for the request and period of leave requested. The City Manager, in consultation with the Police Chief, may authorize special leaves of absence without pay for any period not to exceed three calendar months in any one calendar year for purposes of attending training in subjects related to the work of an employee and which will benefit the employee and the City; urgent personal business requiring the employee's attention for an extended period; and for purposes other than the foregoing that are deemed beneficial to the City Service.

The City Manager, in consultation with the Police Chief, may grant leaves of absence without pay in excess of the limitations herein prescribed for purposes that are deemed beneficial to the City Service.

## **ARTICLE XIII - MISCELLANEOUS**

### **Section 13.1. Board of Fire and Police Commissioners**

The City agrees that, during the term of this Agreement it will not repeal its Board of Fire and Police Commissioners.

### **Section 13.2. Chapter Business**

After the conclusion of roll call, and provided that reasonable advance notice is given to the Watch Commander by an Chapter Officer of the Des Plaines Chapter and further provided that the Watch Commander consents, any such local Chapter officer may discuss Chapter business at the station with any other officer, so long as all police officers are at their respective posts of duty promptly at the beginning of their shift. It is understood and agreed that the required consent of the Watch Commander will not be withheld unreasonably by him.

Notwithstanding anything herein to the contrary, no such discussion shall be allowed and any discussion in progress may be ordered terminated if in the reasonable judgment of the Watch Commander, a police related emergency exists.

### **Section 13.3. Travel Expense Reimbursement**

In the event an employee is required to attend a school requiring overnight stay, with the department's approval, and where the meals are not provided, he/she shall receive the same rates received by all other employees of the City. No money for meals will be provided for schools to which an employee commutes on a daily basis. In addition, any employee attending school as aforesaid, shall be entitled to be reimbursed a sum equal to the IRS allowance per mile if the Chief or other appropriate superior grants permission for such employee to use his own personal automobile in going to or from such school. If the school is two (2) weeks or longer in duration, the employee will be reimbursed for travel for one (1) vehicle for two (2) round trips during the course

of the school out-of-state air travel for schools of two (2) weeks or longer will be decided on a case-by-case basis.

#### **Section 13.4. Training Time**

A Sergeant/Lieutenant working the midnight shift., 2200-0630 hours or 2100-0530 hours, will not be subject to a one (1) day training course during this shift of duty, unless he/she voluntarily attends the training course. Any Sergeant/Lieutenant on the midnight shift who attends a training course of two (2) days or more and who is required to report to duty less than eight (8) hours between the end of the instruction day and the start of the midnight shift shall be paid time and a half for any hours less than the eight (8) hours between assignments.

#### **Section 13.5. Drug Testing Policy**

The “Drug Policy” is a part of this Agreement in its entirety as an addendum to this Agreement.

### **ARTICLE XIV - UNIFORM POLICE OFFICER’S DISCIPLINARY ACT**

#### **Section 14.1. Uniform Police Officer’s Disciplinary Act**

The parties agree that the provisions of 50 ILCS 725/1 are hereby incorporated as part of this Agreement.

#### **Section 14.2. Right to Representation**

The City agrees that bargaining unit employees shall be afforded “Weingarten Rights” under the Illinois Public Labor Relations Act.



## **ARTICLE XV - COMPLETE AGREEMENT**

### **Section 15.1. Complete Agreement**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Chapter, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as otherwise expressly provided in this Agreement.

This Agreement sets forth the full and complete understandings of the parties hereto and cancels and supersedes any and all agreements heretofore entered into by and between the parties and cancels and supersedes any City rules, regulations, policies and past practices, written or oral.

## **ARTICLE XVI - DURATION**

### **Section 16.1. Duration**

This Agreement shall become effective upon execution by the parties herein and shall be in effect through midnight, December 31, 2025. This Agreement shall continue in full force and effect until December 31, 2025, and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior

to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement will remain in effect during negotiations or impasse proceedings concerning a successor agreement.

After receiving approval of the City Council and after ratification by the Chapter membership, the following execution is made.

METROPOLITAN ALLIANCE OF POLICE  
DES PLAINES COMMAND CHAPTER #241

CITY OF DES PLAINES,  
a municipal corporation

By: \_\_\_\_\_  
John Hutson, Chapter President

By: \_\_\_\_\_  
Andrew Goczkowski, Mayor  
City of Des Plaines

By: \_\_\_\_\_  
Keith George, President M.A.P.

Attest: \_\_\_\_\_  
Jessica Mastalski, City Clerk  
City of Des Plaines

## APPENDIX A

POLICE SUPERVISORY PERSONNEL								
EFFECTIVE FROM JANUARY 1, 2022 TO DECEMBER 31, 2022								
	HOURS					ADDITIONAL LONGEVITY		
	PER					AFTER	AFTER	AFTER
TITLE	WEEK	STEP A	STEP B	STEP C	STEP D	10 YEARS	15 YEARS	20 YEARS
Police Lieutenant	40	129,597	136,275	142,944	-	1,000	1,500	2,000
Police Sergeant	40	122,866	124,818	126,770	128,723	1,000	1,500	2,000
POLICE SUPERVISORY PERSONNEL								
EFFECTIVE FROM JANUARY 1, 2023 TO DECEMBER 31, 2023								
	HOURS					ADDITIONAL LONGEVITY		
	PER					AFTER	AFTER	AFTER
TITLE	WEEK	STEP A	STEP B	STEP C	STEP D	10 YEARS	15 YEARS	20 YEARS
Police Lieutenant	40	132,837	139,682	146,518	-	1,000	1,500	2,000
Police Sergeant	40	125,938	127,939	129,939	131,941	1,000	1,500	2,000
EFFECTIVE FROM JANUARY 1, 2024 TO DECEMBER 31, 2024								
	HOURS					ADDITIONAL LONGEVITY		
	PER					AFTER	AFTER	AFTER
TITLE	WEEK	STEP A	STEP B	STEP C	STEP D	10 YEARS	15 YEARS	20 YEARS
Police Lieutenant	40	136,158	143,174	150,181	-	1,000	1,500	2,000
Police Sergeant	40	129,087	131,137	133,188	135,240	1,000	1,500	2,000
EFFECTIVE FROM JANUARY 1, 2025 TO DECEMBER 31, 2025								
	HOURS					ADDITIONAL LONGEVITY		
	PER					AFTER	AFTER	AFTER
TITLE	WEEK	STEP A	STEP B	STEP C	STEP D	10 YEARS	15 YEARS	20 YEARS
Police Lieutenant	40	139,562	146,753	153,935	-	1,000	1,500	2,000
Police Sergeant	40	132,314	134,416	136,518	138,621	1,000	1,500	2,000

## **SIDE LETTER OF AGREEMENT**

### **DRUG TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS**

The City of Des Plaines (“City”), the Metropolitan Alliance of Police Des Plaines Command Chapter # 241, referred to herein as the “Union”) hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. The Union agrees that its members shall be required to abide by the City’s Policy regarding “Officer Involved Shooting and Death,” including the section that requires each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.

2. For the purpose of clarity, the parties agree that a person “involved in” an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

3. The parties agree that the term “involved in” an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term “involved in” include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

4. The parties agree that the provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

5. The parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of

disciplinary action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant, unless the officer otherwise consents. This does not limit the City's right to obtain test results via other available legal process.

**Metropolitan Alliance of Police Des Plaines  
Command Chapter 241**

**City of Des Plaines, Illinois**

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

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

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

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



FINANCE DEPARTMENT

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

MEMORANDUM

Date: December 23, 2021

To: Michael G. Bartholomew, City Manager

From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
David Anderson, Police Chief  
Becky Madison, Human Resources Director *BAM*

Subject: Collective Bargaining Agreement (CBA) Ratification – MAP 240

**Issue:** For the City Council to approve and ratify the Metropolitan Alliance of Police (MAP) Des Plaines Police Chapter #240 for the Period January 1, 2022 – December 31, 2025, which will take effect on January 1, 2022.

**Analysis:** The current agreement with the City of Des Plaines Metropolitan Alliance of Police (MAP) will expire on December 31, 2021. The parties have been in negotiations on a successor agreement since June 2021. The term of the recommended agreement is from January 1, 2022 through December 31, 2025. The agreement applies to 78 members of the Police Department, which hold the position of Patrol Officer, Detective or any Specialty positions such as Canine Officer, DEA Officer, Truck Enforcement Officer, Evidence Technician, etc.

Significant provision changes of the agreement include the following:

MAP 241			
<b>Term:</b>	Four (4) Year Term January 1, 2022 to December 31, 2025		
<b>Wages:</b>	<b>Year</b>	<b>GWI</b>	
	<b>2022</b>	2.00%	
	<b>2023</b>	2.25%	
	<b>2024</b>	2.50%	
	<b>2025</b>	2.50%	
<b>Insurance:</b>	Increase insurance contribution from 7% to 10% in Year 3 (2024)		
<b>Other:</b>	Established a canine agreement to memorialize current practice		

For comparison purposes on the GWI, the following provides a chart of the external comparable information related to Police Department employees as well as our internal comparable contracts.

GWI Comparison					
	2021	2022	2023	2024	2025
Comparable Communities GWI Avg.	2.50%	2.32%	2.50%	TBD	TBD
MAP 241 - Sergeants	2.50%	2.00%	2.50%	2.50%	2.50%
IAFF - Firefighters Union	1.75%	2.00%	2.25%	2.50%	TBD
MECCA	2.00%	1.75%	2.00%	2.25%	TBD
AFSCME - Clerical, Inspectors, Engineering, & Misc.	1.50%	1.50%	TBD	TBD	TBD
<b>Average</b>	<b>1.94%</b>	<b>1.81%</b>	<b>2.25%</b>	<b>2.42%</b>	<b>2.50%</b>
MAP 240 - Patrol	2.50%	2.00%	2.25%	2.50%	2.50%

Comparable community wage data for years 2023 through 2025 are not yet available due to open contract negotiations.

**Recommendation:** We recommend the City Council approve the proposed collective bargaining agreement between the City of Des Plaines and the Metropolitan Alliance of Police (MAP) Des Plaines Police Chapter #240.

***Attachments:***

**Attachment 1** – Resolution R-12-22 approving a Collective Bargaining Agreement with MAP 240

**Exhibit A** – Collective Bargaining Agreement between The City of Des Plaines and the Metropolitan Alliance of Police (MAP) Des Plaines Police Chapter #240



**CITY OF DES PLAINES**

**RESOLUTION R - 12 - 22**

**A RESOLUTION APPROVING A FOUR-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE METROPOLITAN ALLIANCE OF POLICE DES PLAINES POLICE CHAPTER #240.**

---

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

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

**WHEREAS**, certain personnel employed by the City of Des Plaines ("**Employees**") are represented by the Metropolitan Alliance of Police Des Plaines Police Chapter #240 ("**Union**"); and

**WHEREAS**, the City and the Union desire to enter into a four-year collective bargaining agreement regarding the terms of employment of the Employees by the City with a term beginning January 1, 2022 and ending December 31, 2025 ("**Agreement**"); and

**WHEREAS**, the Union membership voted to ratify the Agreement; and

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

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

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

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

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

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

---

**MAYOR**

ATTEST:

Approved as to form:

---

**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

DP-Resolution Approving a Collective Bargaining Agreement with MAP 241.

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE CITY OF DES PLAINES**  
**AND**  
**THE METROPOLITAN ALLIANCE OF POLICE**  
**DES PLAINES POLICE CHAPTER #240**  
**JANUARY 1, 2022 THROUGH DECEMBER 31, 2025**

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**CITY OF DES PLAINES**

**AND**

**THE METROPOLITAN ALLIANCE OF POLICE  
DES PLAINES POLICE CHAPTER #240**

**PREAMBLE**

This Agreement entered into by and between the CITY OF DES PLAINES, hereinafter referred to as the “City”, and the METROPOLITAN ALLIANCE OF POLICE DES PLAINES POLICE CHAPTER #240 hereinafter referred to as the “Chapter”, WITNESS TO:

WHEREAS, it is the intent and purpose of this Agreement to promote and improve employee relations between the City and its employees; aid toward the economical and efficient operation of the City; make reasonable provisions for the safety and health of the employees; accomplish and maintain the higher efficiency and quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering general rates of pay, hours of work and certain other conditions of employment to be observed between the parties to this Agreement.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE I**  
**RECOGNITION**

**Section 1.1. Recognition**

The City recognizes the Chapter the sole and exclusive bargaining agent with respect to wages, hours and certain other conditions of employment for all full time Police Officers, but excluding all civilian employees who occupy a position involving matters of a confidential nature, and all management, professional, administrative and supervisory employees with authority to hire, transfer, suspend, discipline, discharge for cause, lay off, recall, promote, assign, evaluate or otherwise change the status of an employee, to evaluate their performance, or to adjust their grievances or to effectively recommend such action.

**Section 1.2. Sole Collective Bargaining Agent**

The City will bargain with no other bargaining representative with respect to this bargaining unit during the term of this Agreement and further agrees not to enter into any other agreements or contracts with its employees, individually or collectively, which in any way conflict with the terms and provisions of this Agreement.

**Section 1.3. Management Rights**

Except to the extent expressly abridged by a specific provision of this Agreement, the Chapter recognizes and agrees that the City reserves and retains, solely and exclusively, all of its rights to manage the affairs of the City; as such rights existed prior to the execution of this Agreement with the Chapter. The sole and exclusive rights and responsibilities of management



which are not abridged by this Agreement shall include, but are not limited to, the right to determine the existence or non-existence of facts which are the basis of a City or management decision; to establish or continue policies, practices and procedures for the conduct of the business of the City and its Police Department and from time to time to change or abolish such policies, practices or procedures; the right to determine and from time to time re-determine the methods, equipment, facilities and materials to be employed; to determine the number of hours per day or per week operations must be carried on; to determine qualifications for work; to assign work to such employees in accordance with the requirements determined by the City; to establish and change schedules and assignments; to hire, transfer, promote, or otherwise relieve employees from duty for legitimate reasons; to make and enforce reasonable rules; to suspend, discharge or otherwise to take such measures as the City may determine to be necessary for the orderly, safe and efficient operation of the City and its several departments.

All of the rights, functions and prerogatives of the City and its designated management which are not expressly and specifically restricted or modified by an explicit provision of this Agreement are reserved and retained exclusively by the City and shall not be subject to arbitration. In no event shall any right, function or prerogative of the City and its designated management ever be deemed or construed to have been modified or impaired by any past practice or course of conduct, or otherwise than by an explicit provision of this Agreement.

#### **Section 1.4. Dues Deduction**

Upon receipt of a signed authorization from an employee, the City agrees for the duration of this Agreement to deduct from such employee's pay, uniform monthly Chapter dues. The Chapter will notify the City in writing of the amount of the union dues to be deducted. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement, to the Treasurer of the Chapter by the 15th day of the month following the month in which the deduction is made.

The Chapter shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

#### **Section 1.5. Indemnification**

The Metropolitan Alliance of Police shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and officers from and against any and all claims, demands, actions, complaints, suits, and other forms of liability (monetary and otherwise) that arise out of or by reason of any action taken or not taken by the City for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of such provisions, provided that the City does not initiate or prosecute such action.

## **ARTICLE II**

### **CONFLICT WITH LAW**

#### **Section 2.1. Conflict of Law**

If any provisions of this Agreement are subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE III**

### **WORK INTERRUPTION**

During the period of this Agreement, the Chapter, its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall an employee take part in any work interruption, slow-down, stoppage of work including mass sick calls, boycott, picketing or other interruption of or interference with the operation of the City or City properties.

Failure or refusal on the part of an employee to comply with any provision of this Article shall be cause for whatever disciplinary action, including suspension or discharge, is deemed necessary by the City, and the City shall have the right to take such disciplinary action in addition to all other rights and remedies which the City may have or to which it is entitled, both at law and in equity.

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

#### **Section 4.1. Procedure**

Should any dispute arise between the City and the Chapter and the City and any of its employees involving the interpretation or application of any of the specific provisions of this Agreement, any matter involving the violation of any of the specific provisions of this Agreement or the written reprimand of an employee such dispute shall be settled in accordance with the following procedure:

STEP 1. Between the employee and his immediate supervisor. If the Grievance is not satisfactorily settled within fourteen (14) calendar days after presentation of the grievance, it shall be reduced to writing indicating the article and Section violated and the remedy sought, dated and signed by the employee and the immediate supervisor on a form provided for the purpose, and appealed to Step 2 within fourteen (14) calendar days of the receipt of the immediate supervisor's answer.

STEP 2. Between the Division Commander and the employee and the Chapter representative within fourteen (14) calendar days from the date of its appeal from Step 1. If the

grievance is not satisfactorily settled within fourteen (14) calendar days of its presentation in Step 2, it may be appealed to Step 3 within fourteen (14) calendar days of receipt of the Division Commander's answer.

STEP 3. Between the Chief and the Chapter within fourteen (14) calendar days from its appeal from Step 2. If the grievance is not satisfactorily settled within fourteen (14) calendar days of its presentation in Step 3, the Chapter may appeal the grievance to Step 4 within fourteen (14) calendar days of the receipt of the Chiefs answer.

STEP 4. Between the City Manager or his designee and the Chapter within fourteen (14) calendar days from its appeal from Step 3. If the grievance is not satisfactorily settled within fourteen (14) calendar days of its presentation in Step 4, the Chapter may appeal the grievance to arbitration within twenty-one (21) calendar days of the receipt of the last answer given by the City.

STEP 5. In the event the grievance has not been satisfactorily settled, the grievance may be submitted to an impartial arbitrator. The party requesting arbitration shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. All persons on such list shall be members of the National Academy of Arbitrators. Within twenty-one (21) days of receipt of the list of arbitrators, the parties shall alternately strike three names each until one name alone remains. The person whose name remains shall be the arbitrator.

Awards of the arbitrator shall be final and binding and shall determine the subject of the arbitration for the duration of this Agreement. Jurisdiction of the arbitrator shall be only in regard to the particular dispute before him, and he shall have no power or authority to add to, subtract from, modify or change in any way any of the terms of this Agreement, or to write any new clause, change an existing clause, or write a new Agreement, nor shall he establish wage scales, change any wages or rates of pay. The arbitrator shall have no power to pass upon any subject not specifically provided for in this Agreement or any function that belongs to the City or its designated management as provided for in Article I, Section 1.3. If the grievance concerns matters not covered by this Agreement, it shall be returned by the arbitrator to the parties without decision.

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

The City shall have the right to sue at law or in equity in any court of competent jurisdiction, federal or state, to enforce this Agreement or to recover for any breach or violation thereof.

The City shall have the right to make decisions issued by an arbitrator a matter of public record.

#### **Section 4.2. Timeliness of Grievances**

All grievances shall be presented within fourteen (14) calendar days after the cause of the grievance arises or said grievance shall be deemed abandoned. All grievances must be appealed and all answers given within the time limits established in each step of the grievance procedure or they shall be considered settled on the basis of the City's last answer. Exceptions to these time limits may be agreed to in writing by the parties. If the City fails to provide an answer

within the time limits so provided, the Chapter may immediately appeal to the next Step. When the grievant is informed by the employer's representative at any Step that such representative lacks authority to resolve the grievance, the grievant may immediately proceed to the next higher Step. All grievance discussions and investigations shall take place in a manner which does not interfere with City operations.

#### **Section 4.3. Right to File Grievances**

The Chapter, or any member thereof, shall have the right to prosecute grievances under this Agreement, but only the Chapter shall have the right to take to arbitration any grievance which is otherwise arbitrable under this Agreement.

#### **Section 4.4. Board Fire and Police Commissioners**

If the grievance concerns discipline in excess of a five (5) day suspension or discharge for cause, the employee must elect within 21 days whether to proceed before the Board of Fire and Police Commissioners or to proceed through the grievance procedure.

In the event the employee elects to proceed under the grievance procedure, he shall indicate in writing his choice and specifically waive any right he might otherwise have to proceed before the Board of Fire and Police Commissioners or to proceed to court to review a decision of the Board of Fire and Police Commissioners. In the event the employee elects to proceed before the Board of Fire and Police Commissioners, he shall indicate in writing his choice and specifically waive any right he might otherwise have to proceed under the grievance procedure.

Other matters subject to the jurisdiction of the Board of Fire and Police Commissioners are not subject to this grievance procedure. It is further understood that nothing in this Agreement shall limit the right of the Chief to suspend an employee for up to five (5) days, nor shall this Agreement limit the right of such employee so suspended to appeal to the Board of Fire and Police Commissioners within twenty-four (24) hours after such suspension for a review thereof.

If a supervisor meets with an employee for the purpose of discussing a disciplinary matter that might lead to disciplinary action against said employee that would be subject to the jurisdiction of the Des Plaines Board of Fire and Police Commissioners, the employee, if he/she so desires, shall have the right to have the presence of a local Chapter representative at such meeting. If a local Chapter representative is asked to attend such a meeting, he/she shall attend as an observer only unless the parties agree that the Chapter's representative may participate. The Chapter's representative and said employee shall be allowed a reasonable time together to discuss the matters involved.

### **ARTICLE V COMPENSATION**

#### **Section 5.1. Wages**

All employees covered by this Agreement shall receive a 2.00% increase to their base salary for the first year of the Agreement, January 1, 2022 to December 31, 2022, retroactive for

all hours worked or paid to employees in the bargaining unit, including employees who retired prior to this Agreement's execution. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

For the second year of this Agreement, January 1, 2023 to December 31, 2023, all employees covered by this Agreement shall receive a 2.25 % increase to their base salary, retroactive for all hours worked or paid to employees in the bargaining unit on the date of settlement, including employees who retired prior to this Agreement's execution. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

For the third year of this Agreement, January 1, 2024 to December 31, 2024, all employees covered by this Agreement shall receive a 2.50 % increase to their base salary, retroactive for all hours worked or paid to employees in the bargaining unit on the date of settlement, including employees who retired prior to this Agreement's execution. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

For the fourth year of this Agreement, January 1, 2025 to December 31, 2025, all employees covered by this Agreement shall receive a 2.50 % increase to their base salary. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

Salary ranges shall be listed in Appendix A of this Agreement.

The City shall, within ninety (90) calendar days of the effective date of this Agreement, pay to each employee all retroactive wages for all hours compensated, including but not limited to regular and overtime hours, vacation, holiday and sick leave hours. This section shall not be construed or interpreted as applying to or making retroactive any other economic or non-economic provision or term of this Agreement.

#### **Section 5.2. Step Increases**

All employees who are hired, transferred or assigned to one of the above job classifications shall receive no less than Step 1 of the salary range for the classification to which they are assigned. Advancement from one step to another within the salary range shall be made on the basis of an annual performance appraisal prior to an employee's annual anniversary date. Each performance appraisal shall be discussed with the employee along with the reasons for the granting or denial of a scheduled step increase. Each employee, upon request, will be furnished with a copy of his previous performance appraisal along with a written statement of the reason for granting or denying any step increase.

#### **Section 5.3. Advancement in Salary Schedule**

Employees in Step 1 shall be eligible for advancement to Step 2 after at least 12 months continuous employment by the City. Employees in Step 2 shall be eligible for advancement to Step 3 after at least 24 months continuous employment by the City. Employees in Step 3 shall be eligible for advancement to Step 4 after at least 36 months continuous employment by the City. Employees in Step 4 shall be eligible for advancement to Step 5 after at least 48 months continuous employment by the City. Employees in Step 5 shall be eligible for advancement to Step 6 after at least 60 months continuous employment by the City. In order for an employee to advance to the next higher step, he/she must receive a "meets standards" or higher rating in at least half (9 of the 18) of the evaluated performance standards.

The City reserves the right in their hiring practices to offer new applicants with a minimum of 2 years police experience starting pay at either Step 2 or Step 3, depending on their years of service.

#### **Section 5.4. Evaluations**

Evaluations shall be conducted at least annually by a supervisor on the same shift as the employee. In addition to improving job performance and step advancement on the salary schedule, the evaluations may be used as a basis for training, promotions, transfers, demotions and may be used in determining discipline.

The evaluations shall be documented on a performance evaluation form which the Union will have input on. The rating criteria shall be recorded as:

EP	Exceptional Performance (Significantly)
MS	Meets Standards
NS	Not Satisfactory (Substandard)
N/A	Does not apply to this assignment

Supervisors who give ratings of Exceptional Performance or Not Satisfactory shall support these ratings with documented facts. Employees will have an opportunity to attach comments to the form after review.

If an employee believes that their evaluation is arbitrary, capricious or constitutes an abuse of managerial discretion, the employee may file a grievance at Step 3 of the grievance procedure set forth in Article IV of the collective bargaining agreement within a week after receiving the evaluation.

#### **Section 5.5. Denial of Step Increases**

If an employee believes that the denial of an advancement in the schedule is arbitrary, capricious or constitutes an abuse of managerial discretion, the employee may file a grievance at Step 3 of the grievance procedure set forth in Article IV of this Agreement within one week after receiving notification of the denial. If an employee is denied an advancement in the salary schedule, the employee may request that such denial be reviewed six months after denial. Employees granted advancement as a result of such six-month review, shall be thereafter eligible for advancement to the next regularly schedule step.

#### **Section 5.6. Specialty Pay**

An employee assigned from Patrol Officer to the positions of, Special Training and Relations Team (START), Evidence Technician, Canine Officer, School Resource Officer, or Traffic Unit for a period in excess of one (1) pay period shall receive a five percent (5%) over the rate of patrol officer at the comparable step. An employee assigned from Patrol Officer to the position of Detective for a period in excess of one (1) pay period shall receive six and one-half percent (6- 1/2%) over the rate of patrol officer at the comparable step. Canine Officer

In the event the City, in the exercise of its sole discretion, elects to establish or maintain a canine program, the parties agree that to be eligible for assignment by the Police Chief to the position of Canine Officer, an employee shall sign the Canine Officer Agreement, attached hereto as

Appendix B, and incorporated herein by reference. Nothing herein shall obligate the City to create or maintain such a program.

#### **Section 5.7. Field Training Officer**

Patrol officers shall receive twenty dollars (\$20.00) for each one-half (1/2) day they are assigned as a Field Training Officer and required to submit a daily observation report (D.O.R.).

#### **Section 5.8. Court Pay**

An employee shall be paid at one and one-half (1.5) times their hourly rate of pay for a minimum of three (3) hours for an initial court appearance and any additional court appearance during their off-duty hours. In the event that an employee is required to make additional court appearances on any one day beyond the first half-day, he/she will be paid at one and one-half (1.5) times their hourly rate of pay for a minimum of three (3) hours for any and all appearances during the second half-day, if the second half-day falls within his/her off-duty hours.

Court pay shall apply when employees are subpoenaed as a witness or complainant, ordered to appear at a criminal or civil proceeding, or subpoenaed as a witness in an administrative or disciplinary hearing that arose out of their duties as a police officer for the City. Employees shall receive court pay for these proceedings and any witness fees paid to such officer shall be remitted to the City. If witness fees are greater than court pay, officers shall retain the witness fee and court pay shall not apply.

Employees who are held over beyond their regular duty shift during a court appearance shall not receive court pay; however, those additional hours worked shall be subject to the provisions of Article VI. In addition, employees that are the subject of an administrative or disciplinary hearing shall not receive court pay.

Employees cannot use compensatory time or benefit time for less than a full duty day to attend court.

Employees may elect to accrue compensatory time in lieu of court pay in accordance with Article VI Section 6.8.

#### **Section 5.9. Uniform Allowance**

The City shall provide to each employee on active duty status (full duty or temporary light duty) an annual uniform allowance of seven hundred and seventy-five dollars (\$775).

Replacements of damaged uniforms shall be made on a depreciated value amount.

A new employee shall receive his initial issue of required clothing (excluding sidearm, duty belt with accessories, and boots) in lieu of a uniform allowance in the first three (3) years of employment.

#### **Section 5.10. Differential Pay**

Effective for the term of this Agreement, employees who work the midnight shift, 2200-0630 shall receive a one hundred (\$100.00) shift differential per month and shall be pro-rated.



### **Section 5.11. Longevity Pay**

Employees in the following classifications with the continuous unbroken service records shall receive a longevity payment as follows:

<u>Position</u>	<u>10 years</u>	<u>15 years</u>	<u>20 years</u>
Patrol Officer	\$808	\$1,656	\$2,458
Community Relations Specialist	\$839	\$1,719	\$2,643
Support Services Division	\$839	\$1,719	\$2,643
Traffic Officer	\$839	\$1,719	\$2,643
Specialist Truck Weight Officer	\$839	\$1,719	\$2,643
Evidence Technician	\$839	\$1,719	\$2,643
Patrol Officer Assigned to Detective Duties	\$849	\$1,740	\$2,675

This language would not be retroactive, but take effect upon ratification of the agreement.

### **Section 5.12. Bilingual Pay**

Any employee covered by this Agreement who is certified (per department policy) as fluent in Spanish, Polish, or any other language approved by the City shall receive a seventy-five-dollar (\$75.00) differential pay per month beginning after his or her probationary period.

## **ARTICLE VI** **OVERTIME AND SCHEDULING**

### **Section 6.1. Schedule of Work**

Insofar as practical, the regular day off schedules utilized for employees covered by this Agreement shall continue for the term of this Agreement; however, the Chief may request changes by written notice to the Union for negotiations.

### **Section 6.2. Overtime Pay**

One and one-half times (1.5) the regular hourly rate shall be paid for all “hours worked” in excess of eight hours per day (except where the parties have agreed to modify the work schedule). For the purpose of this Section only, the regular hourly rate shall be determined by dividing the employee’s base annual salary as provided for in Appendix A, by 2080. The above overtime rate will not apply to voluntary changes in the regular day off schedule effected in accordance with customary procedures by the Department or to changes in the regular day off schedule made by the City to comply with the contract provisions concerning the Christmas and New Years holidays as referenced in Article VIII, Section 8.2.

Overtime pay as it relates to consecutive work days shall be covered in a scheduling side letter. A regular day off (“RDO”), even when worked by an officer on call back, shall be considered a day off and shall be considered a break in the number of consecutive days worked.

An officer who is scheduled to work and works on his day off (call back), will still receive pay at the call back rate (one and one-half times the regular hourly rate) regardless of the number of consecutive days worked.

### **Section 6.3. "Hours Worked"**

Holiday, personal, vacation, funeral, compensatory and sick time paid for but not worked during an employee's regular work week shall be considered hours worked toward and employee's required 2080 hours for a year but will not be considered hours worked for the purpose of computing overtime pay.

### **Section 6.4. Section 7.4 Change in Day Off Schedule**

Where it is reasonably necessary for the City to change the regular day off schedule, the City will, except when the City determines that it is an emergency, give two (2) weeks advance notice to the employees affected thereby.

### **Section 6.5. Call Back Pay**

Employees who are called in to report to work outside their regularly scheduled working hours shall receive a minimum of two (2) hours or the actual number of hours worked at one and one-half (1.5) times their regular hourly rate, whichever is greater. Call-back in excess of two (2) hours shall be calculated from the time that the employee arrives at the police station to report to duty until he/she is relieved of duty. This provision does not pertain to an employee who has arrived at the police station prior to his/her duty day and is requested to go on duty early.

### **Section 6.6. Shift Exchange**

Employees may temporarily exchange shifts for a stated purpose provided the exchange has been approved by the Chief or his designee. Such approval shall not be unreasonably withheld or denied. Shift exchange is a privilege that shall not interfere with the operation of the City or result in the payment of overtime.

### **Section 6.7. Shift Schedule**

The City will maintain the current work schedule during the term of this agreement. However, the parties may agree to establish a pilot program or alternative work schedule. If the parties agree to establish such a pilot program, the procedures governing implementation of that alternative work schedule shall be set forth in a side letter agreement between the parties.

### **Section 6.8. "Compensatory Time"**

Employees who are entitled to overtime pay may elect compensatory time at time and one-half the overtime hours actually worked in lieu of payment, to a maximum accrual of eighty (80) hours, under the following conditions:

A. The election to accrue compensatory time for overtime hours in lieu of payment must be made by an employee on a City approved form in accordance to department procedures.

The Chief of Police or his designee must approve the election. The election to accrue compensatory time includes the designation of holiday pay under Section 8.4 as compensatory time (on an hour for hour basis, converting overtime to straight time) in lieu of payment within the limits established by Section B.

B. With the exception of 25 hours of which the employee may elect to carry over to the following year, an employee shall have until December 31<sup>st</sup> in which to use, or be paid, for any compensatory time hours accrued during that calendar year. Payment for the previous years unused compensatory time shall be paid to an officer no later than the first payroll in February.

C. Compensatory time shall be granted upon the employee's request at a time and in an amount, which are mutually agreed upon by the employee and the Chief of Police or his designee.

#### **Section 6.9. "Carryover of RDO's"**

All employees covered by this agreement will be allowed to carry over no more than ten (10) regular days off into the following new calendar year. Exceptions to the above can be made on a case by case basis upon written application and approval by the Chief of Police or his designee.

### **ARTICLE VII** **INSURANCE BENEFITS**

#### **Section 7.1. Medical Insurance**

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

#### **Section 7.2. Employee Contribution to Health Insurance Premiums**

During the period January 1, 2022 through December 31, 2023, the City and each covered employee shall contribute, on a per-pay-period basis, a percentage of the unit cost for each health insurance plan option as described below:

<b><u>Plan Option</u></b>	<b><u>City Contribution</u></b>	<b><u>Employee Contribution</u></b>
PPO Option #2	93%	7%
PPO Option #3	93%	7%
HMO Option #1	93%	7%

*Note: Employees shall be ineligible to participate in the PPO Option #1 and the HMO Option #2 after December 31, 2018.*

Commencing January 1, 2024 and during the remaining term of this Agreement, the City and each covered employee shall contribute, on a per-pay-period basis, a percentage of the unit cost for each health insurance plan option as described below:

<b><u>Plan Option</u></b>	<b><u>City Contribution</u></b>	<b><u>Employee Contribution</u></b>
PPO Option #2	90%	10%
PPO Option #3	90%	10%
HMO Option #1	90%	10%

The unit cost for each health insurance plan option shall be determined by the City's broker/consultant on a yearly basis and implemented effective January 1, for each year the Agreement is in effect. These unit costs will reflect only the cost of health care (inclusive of any administrative fees) and any funds needed to maintain an adequate reserve. Employee contributions toward the unit cost for each health insurance plan option shall not increase by more than 15% from one year to the next during the term of this Agreement. The City may, at its discretion, add, drop, or otherwise change additional plan options other than those listed above on a yearly basis and implement these changes effective January 1, for each year the Agreement is in effect.

### **Section 7.3. Prescription Drug Benefits**

The prescription drug benefit for the PPO and HMO options shall consist of a three-tier formulary with the following employee co-pays:

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

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

### **Section 7.4. Flexible Benefit #125 Plan**

The Flexible Benefit #125 Plan will allow for pre-tax deductions (per pay period) by each covered employee for the purpose of contributing toward health insurance premiums, reimbursement of medical and dental expenses, qualified child-care expenses, and other eligible expenses defined by the Internal Revenue Service (IRS). This program will be offered as long as allowed by the IRS and amended as necessary to reflect changes in the law.

#### **Section 7.5. Employee Life Insurance**

The City shall provide a life insurance plan with a benefit of \$70,000 for each covered employee.

#### **Section 7.6. Killed in the Line of Duty Benefits**

Health insurance coverage for a spouse and/or dependent(s) of an employee killed in the line of duty shall be provided and paid for by the City, for a period of up to 3 years or as otherwise provided by law, unless the spouse remarries or the spouse and/or dependent(s) are covered under a separate insurance policy, in which instance the City shall pay the remainder of that which is not covered by the spouse's or dependent's separate insurance policy or as otherwise required by law.

#### **Section 7.7. Retiree Health Savings (RHS) Plan**

The City shall establish and maintain a Retiree Health Savings (RHS) plan for use upon retirement toward eligible health-related expenses defined by the Internal Revenue Service. Annually, employee's sick leave days accrued in excess of 90 days shall be paid at a rate of 75%. Upon retirement, or duty disability retirement, payment for unused sick leave shall be at a rate of 25% for the first 45 days and 75% for days over 45, and 100% pay for any unused vacation and personal days for a vested employee. These monies (annual payments and the payment upon retirement) shall be paid by the City on behalf of each contributing employee into an individual RHS account and made available upon retirement or duty disability retirement.

#### **Section 7.8. Vesting**

Notwithstanding any other provision of this Agreement, in order to be eligible for a payment into the RHS plan upon retirement an employee must have been vested in the Retiree Health Savings (RHS) plan. The term "vested" as used in relation to the Retiree Health Savings (RHS) Plan, means that prior to retirement, the employee accrued sick leave in excess of the amount specified in Section 8.7 and the excess balance was paid at the applicable rate into an RHS Account at least once on an annual basis, or the excess balance was reached as of December 31<sup>st</sup> of the year prior to payout, or the excess balance has been reached as of the employee's retirement. Unless the employee has previously vested, as described herein, such employee will not be eligible for any leave payment into their RHS account upon retirement.

#### **Section 7.9. City Discretion to Select Carrier**

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

#### **Section 7.10. Dental Insurance**

During the term of this Agreement the City agrees to offer employees the opportunity to participate in a dental insurance plan, under the same terms and cost sharing conditions that are offered to non-represented City employees, as the same may be changed from time to time by the City.

### **Section 7.11. Vision Insurance**

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

## **ARTICLE VIII** **HOLIDAYS AND PERSONAL LEAVE**

### **Section 8.1. Holidays**

The following days, or days substituted therefore, shall be considered to be holidays:

New Year's Day  
Martin Luther King, Jr. Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day

Employees assigned to patrol duties shall observe the holiday on the day the City observes the holiday, except for New Year's Day, Independence Day, and Christmas Day, on which the actual calendar day of the holiday shall be observed. All other employees shall observe the holiday on the day the City observes the holiday.

### **Section 8.2. Holiday Scheduling**

Insofar as practical, normal work schedules will be revised so that employees will not be assigned to work on both Christmas Day (including Christmas Eve) and New Year's Day (including New Year's Eve). Departmental seniority shall prevail.

### **Section 8.3. Holiday Pay Eligibility**

To be eligible for holiday pay the employee must meet the following conditions:

- (1) Work the employee's scheduled work day before and the employee's scheduled work day immediately following the holiday;
- (2) Report for work and actually work on the holiday if scheduled to work.

Upon proper evidence submitted and, when circumstances warrant, the immediate supervisor may grant an excused absence for either the day before or the day immediately after the holiday.

#### **Section 8.4. Scheduling Holidays, Holiday Pay and Holiday Overtime**

All employees will be scheduled as a holiday regular day off on City recognized holidays. Normal day off rotation would determine what employees are scheduled to work a specific holiday. If an employee works a holiday, the employee will receive regular pay plus time and one-half for all hours worked on scheduled holidays, including overtime hours.

#### **Section 8.5. Personal Days Leave**

Employees shall accrue personal leave in accordance with the following schedule:

<u>Continuous Years of Service</u>	<u>Annual Accrual</u>
1 to 4 Years	0 hours
5 to 9 Years	8 hours
10 to 14 Years	16 hours
15 to 19 Years	24 hours
20-24 Years	32 hours
25+ Years	40 hours

Employees may accumulate a maximum personal leave balance up to 40 hours. Employees reaching the maximum personal leave accrual will cease to earn additional personal leave hours until their personal leave balance falls below the maximum accrual limit. Employees are informed on each bi-weekly payroll voucher of current leave balances. It is the responsibility of employees to monitor their individual personal leave balance and know how close they are to the maximum accrual.

To be eligible for personal leave accrual an employee must be in the regular active employment of the City and shall have worked a minimum of 60% of the scheduled days of work exclusive of sick leave in the twelve months immediately prior to his anniversary date.

#### **Section 8.6. Pay Out of Accrued Personal Leave Upon Retirement**

Upon retirement or disability retirement, any accrued and unused personal leave shall be paid at 100% of the employee's hourly rate of pay into a Retiree Health Savings (RHS) plan in accord with Article VII, Section 7.7.

### **ARTICLE IX VACATIONS**

#### **Section 9.1. Vacation Accrual**

Employees begin accruing vacation leave with first payroll period and each subsequent payroll period. Employees accrue vacation leave hours consistent with the number of paid hours of their regular workday. Vacation leave hours do not accrue bi-weekly if employees are absent on any leave "without pay", while receiving disability payments (excluding PEDAs). Annual



vacation leave hours are earned at a rate that corresponds to the number of completed years of continuous full-time service.

Employees shall accrue vacation leave in accordance with the following schedule:

<u>Continuous Years of Service</u>	<u>Annual Accrual</u>
1 Year to 4 Years	80 hours
5 Years to 9 Years	120 hours
10 Years to 14 Years	136 hours
15 Years to 19 Years	160 hours
20 Years to 24 Years	184 hours
25 Years +	200 hours

### **Section 9.2. Vacation Eligibility**

To be eligible for vacation leave accrual an employee must be in the regular active employment of the City and shall have worked a minimum of 60% of the scheduled days of work exclusive of sick leave in the twelve months immediately prior to his anniversary date.

### **Section 9.3. Vacation Pay**

Vacation pay shall be computed at the regular straight time hourly rate of the classification in which an employee is employed immediately preceding his vacation.

### **Section 9.4. Vacation Scheduling and Accumulation**

The vacation season shall be from January 1<sup>st</sup> through December 31<sup>st</sup> of any calendar year. Vacations shall insofar as possible, be granted by the City at times most desired by the employees. Vacations during any one period shall be limited to such numbers and classifications as not to interfere with the normal conduct of the City. When more vacations are requested than can be granted for any one period, preference will be given to the employee with the most seniority. The final right, however, of scheduling vacations is reserved to the City to insure the efficient and continuous operation of the City.

Employees may accumulate a maximum vacation leave balance equal to one and a half (1.5) times their annual accrual (e.g., an annual accrual of 80 hours would allow a maximum balance of 120 hours; an annual accrual of 120 hours would allow a maximum balance of 180 hours; etc.). Employees reaching their maximum vacation leave accrual will cease to earn additional leave hours until their vacation leave balance falls below the maximum accrual limit. Employees are informed on each bi-weekly payroll voucher of current vacation balances. It is the responsibility of employees to monitor their individual vacation leave balances and know how close they are to their maximum limit.

### **Section 9.5. Holidays During Vacations.**

When a holiday falls within an employee's regularly scheduled vacation, he shall receive his holiday pay including time off and such day shall not be counted as a day of vacation.

### **Section 9.6. Pay Out of Accrued Vacation Upon Retirement**

Upon retirement or duty disability retirement, any accrued and unused vacation leave shall be paid at 100% of the employee's hourly rate of pay into a Retiree Health Savings (RHS) plan in accord with Article VII, Section 7.7.

## **ARTICLE X** **SICK LEAVE**

### **Section 10.1. Definition and Accumulation**

"Sick Leave" as used herein shall mean any illness or injury not compensated for by Workers' Compensation. Each permanent full-time employee shall be eligible for sick leave of one day for each completed month of service cumulative up to a maximum of seven hundred and twenty (720) hours.

### **Section 10.2. Accrual of Sick Leave**

An employee absent from work on legal holidays, during sick leave, vacation, for disability arising from injuries sustained in the course of his employment, or on special leave of absence with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though he was employed subject, however, to the maximum limitation herein provided.

### **Section 10.3. Sick Leave Usage**

An employee eligible for sick leave with pay may use such sick leave upon approval of his department head for absence of regular working days due to illness, injury, exposure to contagious disease which could be communicated to other employees, or to illness or death in the employee's immediate family. Any employee requesting sick leave shall inform the on duty shift commander of the fact and the reason therefore as soon as possible but no later than one hour prior to scheduled duty. Failure to do so may be cause for denial of sick leave and pay. To be eligible for sick leave with pay any absence of three (3) or more regular work days must be substantiated by a certificate from the employee's physician, or such other evidence as the City may require. With regard to all sick leave, the City has the right to check on the welfare of the employee to determine the extent of illness.

Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-fourth day. An employee reporting off sick on the day of any duty assignment shall have one day deducted from his total accumulated sick leave.

### **Section 10.4. Sick Leave Incentive**

An employee shall be eligible for one (1) additional vacation day for each calendar six (6) month period (Jan 1-June 30, July 1- Dec 31) in which there is no absence (excluding duty injury) from work due to sick leave or a leave of absence without pay.

## **ARTICLE XI**

### **FUNERAL LEAVE**

Each employee shall be entitled to funeral leave of three (3) days following the death of any of the following relatives not chargeable to sick leave: mother, father, spouse, domestic partner (as defined in the State's Civil Union Act, child (including miscarriage), brother, sister, mother-in-law, father-in-law, grandchild, grandparent, grandparent-in-law, brother-in-law, sister-in-law, step-mother, step-father, step-brother, step-sister, step-son and step-daughter. Requests to use funeral days other than as provided in this Article may be approved by the City Manager upon the recommendation of the Chief of Police or his designee. An employee shall be paid for eight (8) hours at his regular straight time hourly rate for only those days taken for funeral leave which fall on a regularly scheduled work day.

## **ARTICLE XII**

### **LEAVES OF ABSENCE**

#### **Section 12.1. Family and Medical Leave**

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

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

#### **Section 12.2. Unpaid Leave of Absence**

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

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

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

### **Section 12.3. Military Leave**

. The City shall comply with applicable State and Federal laws as they pertain employees requiring leave to fulfill their Reserve or the National Guard obligations. The City retains the right to exercise its full rights under these laws as set forth in its policy on Military Leave and will provide the Union with thirty (30) days' notice prior to implementing any change to this policy.

## **ARTICLE XIII** **MISCELLANEOUS**

### **Section 13.1. Board of Fire and Police Commissioners**

The City agrees that, during the term of this Agreement it will not repeal its Board of Fire and Police Commissioners Act.

### **Section 13.2. Chapter Business**

After the conclusion of roll call, and provided that reasonable advance notice is given to the Commander or designee by a Chapter Officer of the Des Plaines Chapter and further provided that the Commander or designee consents, any such local Chapter officer may discuss Chapter business at the station with any other officer, so long as all police officers are at their respective posts of duty promptly at the beginning of their shift. It is understood and agreed that the required consent of the Commander or designee will not be withheld unreasonably by him.

Notwithstanding anything herein to the contrary, no such discussion shall be allowed and any discussion in progress may be ordered terminated if; in the reasonable judgment of the Commander, a police related emergency exists.

### **Section 13.3. Travel Expense Reimbursement**

In the event an employee is required to attend a school requiring overnight stay, with the department's approval, and where the meals are not provided, he/she shall receive the same rates received by all other employees of the City. No money for meals will be provided for schools to which an employee commutes on a daily basis. In addition, any employee attending school as aforesaid, shall be entitled to be reimbursed a sum equal to the IRS allowance per mile if the Chief or other appropriate superior grants permission for such employee to use his own personal automobile in going to or from such school. If the school is two (2) weeks or longer in duration, the employee will be reimbursed for travel for one (1) vehicle for one (1) round trip during the course of the school. Out-of-state air travel for schools of two (2) weeks or longer will be decided on a case-by-case basis.

### **Section 13.4. Training Time**

An employee working the midnight shift., 2200 – 0630 hours, will not be subject to a one (1) day training course during this shift of duty, unless he/she voluntarily attends the training course. Any employee on the midnight shift who attends a training course of two (2) days or more and who is required to report to duty less than eight (8) hours between the end of the instruction day and the start of the midnight shift shall be paid time and a half for any hours less than the eight (8) hours between assignments.

### **Section 13.5. Alcohol & Substance Abuse Policy**

The City's Alcohol and Substance Abuse Policy is a part of this Agreement in its entirety as an addendum to this Agreement.

### **Section 13.6. Labor Management Conference**

The Union and the City agree that in the interest of efficient management and harmonious employee relations, quarterly meetings may be held if mutually agreed between the Union President and the Police Chief or his designee. The Labor Management Conference shall be attended by four (4) City representatives appointed by the Police Chief and four (4) Union representatives appointed by the Union President. Such quarterly meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) notifying the Union of changes in conditions of employment contemplated by the City which may affect employees; and
- (d) safety and health issues.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings, with the exception of the side letter regarding work hours.

### **Section 13.7. Seniority**

Seniority is defined as the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the City. Conflicts of seniority shall be determined on the basis of the order of officers on the Fire and Police Commission hiring list, with the officer higher on the list being the most senior officer. Seniority shall not accrue during any unauthorized unpaid leave of absence or an unpaid leave of absence in excess of thirty (30) days. In such event, the employee's seniority date shall be adjusted accordingly.

### **Section 13.8. Seniority List**

On or before January 1 each year, the City shall provide the Chapter with a seniority list setting forth each employee's seniority date. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) days after the Chapter receives the list.

**ARTICLE XIV**  
**UNIFORM POLICE OFFICER'S DISCIPLINARY ACT**

**Section 14.1. Uniform Peace Officer's Disciplinary Act**

The parties agree that the provisions of the Uniform Peace Officer's Disciplinary Act, 50 ILCS 725/1 et. Seq., are hereby incorporated as part of this Agreement as the same may be amended from time-to-time

**Section 14.2. Right to Representation**

The City agrees that bargaining unit employees shall be afforded "Weingarten Rights" under the Illinois Public Labor Relations Act.

**ARTICLE XV**  
**COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Chapter, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as otherwise expressly provided in this Agreement.

This Agreement sets forth the full and complete understandings of the parties hereto and cancels and supersedes any and all agreements heretofore entered into by and between the parties and cancels and supersedes any City rules, regulations, policies and past practices, written or oral.

**ARTICLE XVI**  
**DURATION**

This Agreement shall become effective upon execution by the parties herein and shall be in effect from the date of execution, through midnight, December 31, 2025. This Agreement shall continue in full force and effect until December 31, 2025, and shall automatically renew itself during the four (4) one-year periods it covers. Notice and contract negotiation proposals for January 1, 2026, shall be submitted by both sides on or before August 1, 2025, and a meeting shall be scheduled prior to September 15, 2025, to discuss such proposals.

After receiving approval of the City Council and after ratification by the Chapter membership, the following execution is made.

METROPOLITAN ALLIANCE OF  
POLICE DES PLAINES POLICE  
CHAPTER #240

CITY OF DES PLAINES

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

Robert Fitzpatrick, Chapter President

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

Andrew Goczkowski, Mayor  
City of Des Plaines

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

Keith George, M.A.P. President

Attest: \_\_\_\_\_

Jessica Mastalski, City Clerk  
City of Des Plaines

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

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



## APPENDIX A

PUBLIC-SAFETY PERSONNEL - POLICE										
UNION										
EFFECTIVE FROM JANUARY 1, 2022 TO DECEMBER 31, 2022										
	HOURS							ADDITIONAL LONGEVITY		
	PER							AFTER	AFTER	AFTER
TITLE	WEEK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10 YEARS	15 YEARS	20 YEARS
Patrol Officer	40	77,586	84,331	88,766	93,647	99,269	108,201	808	1,656	2,458
Patrol Officer Assigned:										
Evidence Technician	40	81,465	88,548	93,204	98,329	104,233	113,611	839	1,719	2,643
Canine Officer	40	81,465	88,548	93,204	98,329	104,233	113,611	839	1,719	2,643
School Liaison Officer	40	81,465	88,548	93,204	98,329	104,233	113,611	839	1,719	2,643
Traffic Unit Officer	40	81,465	88,548	93,204	98,329	104,233	113,611	839	1,719	2,643
Special Training and Relations Team	40	81,465	88,548	93,204	98,329	104,233	113,611	839	1,719	2,643
Detective	40	82,629	89,813	94,536	99,734	105,722	115,234	849	1,740	2,675

PUBLIC-SAFETY PERSONNEL - POLICE										
UNION										
EFFECTIVE FROM JANUARY 1, 2023 TO DECEMBER 31, 2023										
	HOURS							ADDITIONAL LONGEVITY		
	PER							AFTER	AFTER	AFTER
TITLE	WEEK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10 YEARS	15 YEARS	20 YEARS
Patrol Officer	40	79,331	86,229	90,763	95,754	101,503	110,635	808	1,656	2,458
Patrol Officer Assigned:										
Evidence Technician	40	83,298	90,540	95,301	100,542	106,578	116,167	839	1,719	2,643
Canine Officer	40	83,298	90,540	95,301	100,542	106,578	116,167	839	1,719	2,643
School Liaison Officer	40	83,298	90,540	95,301	100,542	106,578	116,167	839	1,719	2,643
Traffic Unit Officer	40	83,298	90,540	95,301	100,542	106,578	116,167	839	1,719	2,643
Special Training and Relations Team	40	83,298	90,540	95,301	100,542	106,578	116,167	839	1,719	2,643
Detective	40	84,488	91,834	96,663	101,978	108,100	117,827	849	1,740	2,675

PUBLIC-SAFETY PERSONNEL - POLICE										
UNION										
EFFECTIVE FROM JANUARY 1, 2024 TO DECEMBER 31, 2024										
	HOURS							ADDITIONAL LONGEVITY		
	PER							AFTER	AFTER	AFTER
TITLE	WEEK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10 YEARS	15 YEARS	20 YEARS
Patrol Officer	40	81,315	88,385	93,032	98,148	104,040	113,401	808	1,656	2,458
Patrol Officer Assigned:										
Evidence Technician	40	85,380	92,804	97,684	103,055	109,242	119,071	839	1,719	2,643
Canine Officer	40	85,380	92,804	97,684	103,055	109,242	119,071	839	1,719	2,643
School Liaison Officer	40	85,380	92,804	97,684	103,055	109,242	119,071	839	1,719	2,643
Traffic Unit Officer	40	85,380	92,804	97,684	103,055	109,242	119,071	839	1,719	2,643
Special Training and Relations Team	40	85,380	92,804	97,684	103,055	109,242	119,071	839	1,719	2,643
Detective	40	86,600	94,130	99,079	104,528	110,803	120,772	849	1,740	2,675

PUBLIC-SAFETY PERSONNEL - POLICE										
UNION										
EFFECTIVE FROM JANUARY 1, 2025 TO DECEMBER 31, 2025										
	HOURS							ADDITIONAL LONGEVITY		
	PER							AFTER	AFTER	AFTER
TITLE	WEEK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10 YEARS	15 YEARS	20 YEARS
Patrol Officer	40	83,347	90,594	95,358	100,602	106,641	116,236	808	1,656	2,458
Patrol Officer Assigned:										
Evidence Technician	40	87,515	95,124	100,126	105,632	111,973	122,048	839	1,719	2,643
Canine Officer	40	87,515	95,124	100,126	105,632	111,973	122,048	839	1,719	2,643
School Liaison Officer	40	87,515	95,124	100,126	105,632	111,973	122,048	839	1,719	2,643
Traffic Unit Officer	40	87,515	95,124	100,126	105,632	111,973	122,048	839	1,719	2,643
Special Training and Relations Team	40	87,515	95,124	100,126	105,632	111,973	122,048	839	1,719	2,643
Detective	40	88,765	96,483	101,556	107,141	113,573	123,792	849	1,740	2,675

## APPENDIX B

### CANINE OFFICER AGREEMENT

The canine officer shall perform the following duties relative to their assigned canine during the course of their duty shift:

- Exercise Grooming
- Feeding (one meal)
- Training
- Veterinarian routine checkups and shots
- Procuring food and supplies

The officer shall be allowed five hours off per week, with pay, for the following off duty work activities with his/her assigned canine:

1. Cleaning the canine's kennel or other place where the canine is kept and cleaning up after the canine.
2. Feeding (one meal on on-duty days; two meals on off-duty days)
3. Exercise on off-duty days
4. Emergency trips to veterinarian

If the off-duty at-home canine care activities exceed the five hours per week allowance for any week, the officer shall submit a daily log identifying the activities engaged in, the times at which they took place and the duration of the activities to their supervisor by the end of the shift immediately following the week, in order to receive any further compensation.

<hr/> Officer	<hr/> Date
<hr/> Chief of Police	<hr/> Date

**SIDE LETTER OF AGREEMENT  
BETWEEN  
CITY OF DES PLAINES  
AND  
METROPOLITAN ALLIANCE OF POLICE, DES PLAINES POLICE CHAPTER #240**

WHEREAS, the parties have reached a mutual agreement for an eight and one-half (8 ½) hour work-day shift, do hereby agree to amend and modify the current collective bargaining agreement, insofar as the below listed issues contradict any terms of said agreement:

1. In accordance with Section 6.7 of the 2022 - 2025 collective bargaining agreement, the parties acknowledge and agree the period of an eight and one-half (8 ½) hour workday shift will commence on or about February 1st, 2008, and will continue through term of the next collective bargaining agreement. If a new contract is not ratified by the end of his collective bargaining agreement, the side letter will continue until a new contract is ratified. If the parties have not reached agreement on a work schedule established in a side letter to that contract, the matter shall be submitted to interest arbitration under Section 14 of the Act.
2. The parties acknowledge and agree that the eight and one-half (8 ½) hour workday shift shall be for all officers working regular patrol. Day off requests made outside of the officers' normal rotation must be submitted via city email.
3. The parties acknowledge and agree that a normal workday will consist of eight and one-half (8 ½) hours, which includes one-half (½) hour paid lunch break. The workday schedule will be based on a five-two/five-three day off schedule in a 15 day work period. Officers working a sixth consecutive day will be compensated at one and one half the officers' regular straight time hourly rate of pay unless agreed upon by the officer and the city. The shifts, workdays and hours assigned to officers will be based on a yearly calendar schedule.
4. Holidays paid and worked shall be assigned as an eight (8) hour workday. Hours worked in excess of eight and one-half (8 ½) hours on a normal workday or 92 hours in the 15-day work period will be paid on the basis of one and one-half times the officer's regular straight-time hourly rate of pay. Hours worked in excess of eight (8) hours on a holiday will be paid on the basis of two and one-half the officer's regular straight-time hourly rate of pay. Callback on a Holiday will be treated the same as a holiday worked.
5. Schedules can only be changed when agreed upon by the officer and the City. In the event of an emergency (natural disaster, major incident), schedules can be changed without prior notification.
6. Shift assignment will be based on seniority, divided by a permanent midnight shift (2200-0630), and a monthly rotation between the dayshift (0600-1430) and the evening shift (1400-2230). Officers will be required to submit their shift preference by Oct 30<sup>th</sup>, for the year following. Officers in specialty positions, including Evidence Technicians, TRT, NIPAS, and Field Training Officers, are subject to the discretion of the Police Chief to meet shift staffing needs. If conflict arises within a specialty position, seniority will prevail. Scheduling shifts based on seniority will only be considered for the start of the calendar year. If an officer moves or is assigned to the Patrol Division after the start of the year, he/she will be placed dependent on manpower strength. The power shift (1630-0100) will be staffed on a voluntary basis. If there are not enough volunteers, the Chief of Police or his designee can assign an officer to the power shift based on seniority.
7. The parties acknowledge and agree that all benefit time, such as vacation, sick leave, funeral leave, personal days, bonus days, and holiday pay shall be used as eight (8) hours. Officers are required to work 2080 hours per year. An officer must make up the balance of hours, either by using compensatory time or reducing their benefit time (vacation/personal/bonus day/comp time/bank time) saved up to that point if their annual total is less than 2080 hours.
8. The parties acknowledge and agree that all training and all schools shall be paid and accounted for as a complete eight and one-half (8 ½) hour workday.
9. The parties acknowledge and agree that probationary officers engaged in the field training program shall be subject to the rotation of the field training officer he/she is assigned to. Additional day(s) off requested by the probationary officer shall be subject to the discretion of the probationary officer's assigned Watch Commander. Upon completion of the field training program, officers shall be assigned to a shift or rotation of shifts until off probation at the discretion of the Chief of Police or his designee.

**METROPOLITAN ALLIANCE OF POLICE  
DES PLAINES POLICE CHAPTER #240**

By: \_\_\_\_\_  
Robert Fitzpatrick , Chapter President

By: \_\_\_\_\_  
Keith George, President, Metropolitan Alliance of Police

**CITY OF DES PLAINES, A Municipal Corporation**

By: \_\_\_\_\_  
Michael Bartholomew, City Manager, City of Des Plaines

By: \_\_\_\_\_  
David Anderson, Chief of Police, City of Des Plaines

**SIDE LETTER OF AGREEMENT  
BETWEEN  
CITY OF DES PLAINES  
AND  
METROPOLITAN ALLIANCE OF POLICE, DES PLAINES POLICE CHAPTER #240**

WHEREAS, during bargaining on a successor contract to the current collective bargaining agreement, the parties have reached a mutual agreement on the selection process, term of employment and specialty pay as it pertains to the position of Task Force Officer (TFO); and

WHEREAS, an outside government agency is responsible for making a final decision on the person appointed to the Task Force Officer position;

NOW, THEREFORE, be it resolved that the parties do hereby agree to the following:

**TASK FORCE OFFICER – SELECTION PROCESS, TERMS OF EMPLOYMENT  
AND SPECIALTY PAY**

When a Task Force Officer position becomes available, the Police Chief or designees will solicit qualified candidates and recommend three (3) candidates to the outside agency who will then make the final determination as to the selection of the TFO.

The TFO position will be a five (5) year commitment. At the end of the five years, a new officer shall be appointed to the TFO position.

While assigned as a TFO, the officer shall receive a 6.5% specialty pay increase over the rate of patrol officer at the comparable step in salary. When the five (5) year period is over, and the officer is removed, the 6.5% specialty pay increase will also be removed.

This side letter will remain in effect for the term of the 2022-2025 collective bargaining agreement.

**METROPOLITAN ALLIANCE OF POLICE  
DES PLAINES POLICE CHAPTER #240**

**CITY OF DES PLAINES, A Municipal  
Corporation**

By: \_\_\_\_\_  
Robert Fitzpatrick, Chapter President

By: \_\_\_\_\_  
David Anderson, Chief of Police

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

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

**SIDE LETTER OF AGREEMENT**  
**DRUG TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS**

The City of Des Plaines (“City”), the Metropolitan Alliance of Police Des Plaines Police Chapter # 240, referred to herein as the “Union”) hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. The Union agrees that its members shall be required to abide by the City’s Policy regarding “Officer Involved Shooting and Death” including the section that requires each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.

2. For the purpose of clarity, the parties agree that a person “involved in” an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

3. The parties agree that the term “involved in” an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term “involved in” include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

4. The parties agree that the provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

5. The parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be



administered with a warrant, unless the officer otherwise consents. This does not limit the City's right to obtain test results via other available legal process.

**Metropolitan Alliance of Police Des Plaines  
Police Chapter 240**

**City of Des Plaines, Illinois**

By: \_\_\_\_\_  
Robert Fitzpatrick, Chapter President

By: \_\_\_\_\_  
David Anderson, Chief of Police

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

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



FINANCE DEPARTMENT

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

MEMORANDUM

Date: December 22, 2021  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-10-22, January 3, 2022 Warrant Register

**Recommendation:** I recommend that the City Council approve the January 3, 2022 Warrant Register Resolution R-10-22.

Warrant Register.....\$3,048,485.24

**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 1<sup>st</sup> & 2<sup>nd</sup> installments of property tax revenue.*

**CITY OF DES PLAINES**

**RESOLUTION**

**R-10-22**

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

**January 3, 2022**

# City of Des Plaines

## Warrant Register 01/03/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Elected Office</b>					
<b>Division: 110 - Legislative</b>					
1	7200	Other Supplies	7673 EngravingAwardsGifts.com	402634 25" Scissors and Case for Ribbon Cuttings	253.69
<b>Total 110 - Legislative</b>					<b>253.69</b>

<b>Division: 120 - City Clerk</b>					
2	5320	Conferences	8523 Mastalski, Jessica	Reimb 10/15/21 2021 Municipal Clerks of Illinois Conference 10/10-10/15/2021	250.04
3	5325	Training	8523 Mastalski, Jessica	Reimb 11/10/21 Municipal Clerks NNW Dinner Program 11/10/2021	30.00
4	6120	Recording Fees	1139 Cook County of Illinois	29010312021 Document Recording 10/13/2021	139.00
5	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8000555259 Shredding Services 11/05-11/24/2021	55.77
6	7000	Office Supplies	1644 Warehouse Direct Inc	5122129-0 Folders, Note Pads, Copy Paper, Rubberbands	206.51
7	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121021 Water Delivery 11/12/2021 and 12/09/2021	32.93
8	7320	Equipment < \$5,000	1066 Office Depot	213372673001 Label Writer 450 Twin Turbo	189.80
9	8010	Furniture & Fixtures	1066 Office Depot	211861029001 Black Office Chair	310.26
<b>Total 120 - City Clerk</b>					<b>1,214.31</b>

<b>Total 10 - Elected Office</b>					<b>1,468.00</b>
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<b>City Administration</b>					
<b>Division: 210 - City Manager</b>					
10	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121021 Water Delivery 11/12/2021 and 12/09/2021	134.80
<b>Total 210 - City Manager</b>					<b>134.80</b>

<b>Division: 220 - Legal</b>					
11	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-23 Administrative Hearings & Traffic Court - 12/07-12/17/2021	687.75
<b>Total 220 - Legal</b>					<b>687.75</b>

<b>Division: 230 - Information Technology</b>					
12	6000	Professional Services	5934 Tyler Technologies Inc	045-356819 Open Enrollment Consulting 09/03-09/30/2021	2,440.00
13	6000	Professional Services	5934 Tyler Technologies Inc	045-358147 Custom Interfaces for Utility Bill Form 10/15/2021	1,575.00
14	6000	Professional Services	5934 Tyler Technologies Inc	045-358404 Open Enrollment Consulting 10/13/2021	305.00
15	6000	Professional Services	5934 Tyler Technologies Inc	045-358416 Project Management 09/07/2021	800.00
16	6000	Professional Services	1118 Chicago Communications LLC	330522 City Hall 2nd Floor Circuit Project 09/08-10/04/2021	12,000.00
17	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121021 Water Delivery 11/12/2021 and 12/09/2021	87.35
18	7320	Equipment < \$5,000	1026 CDW LLC	P554294 1 APC Smart-UPS	705.99
19	7320	Equipment < \$5,000	1026 CDW LLC	P780526 1 APC UPS Management Card	283.09
<b>Total 230 - Information Technology</b>					<b>18,196.43</b>

<b>Division: 240 - Media Services</b>					
20	6195	Miscellaneous Contractual Services	2031 Rebel's Trophies Inc	78352 Plaque for Donated Painting of Theater 12/07/2021	12.00
<b>Total 240 - Media Services</b>					<b>12.00</b>

# City of Des Plaines

## Warrant Register 01/03/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 250 - Human Resources						
21	5340	Pre-Employment Testing	8291 Accurate Employment Screening LLC	AUR2072546	Pre-Employment Background Screenings 11/1 - 11/30/2021	114.00
22	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8000555259	Shredding Services 11/05-11/24/2021	55.77
23	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121021	Water Delivery 11/12/2021 and 12/09/2021	55.91
Total 250 - Human Resources						225.68

<b>Total 20 - City Administration</b>	<b>19,256.66</b>
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Department: 30 - Finance						
24	6000	Professional Services	2943 Crowe LLP	707-2480681	Auditing Services for Tax Year 2021 (3rd of 3 years)	2,000.00
25	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8000555259	Shredding Services 11/05-11/24/2021	55.77
26	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121021	Water Delivery 11/12/2021 and 12/09/2021	138.80
Total 30 - Finance						2,194.57

Community Development						
Division: 410 - Building & Code Enforcement						
27	6000	Professional Services	8304 TPI Building Code Consultants Inc	202110	Plan Review & Inspection Services (Health) October 2021	7,240.00
28	6000	Professional Services	6315 B&F Construction Code Services Inc	57845	Plan Review 11/22/2021 Project 1124620	1,043.24
29	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	DP71619	12 Elevator Inspections for Nov 2021	96.00
30	6025	Administrative Services	7961 BridgePay Network Solutions LLC	9000	Utility Web & Business License Transaction Fee for Nov 2021	0.20
31	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121021	Water Delivery 11/12/2021 and 12/09/2021	161.78
Total 410 - Building & Code Enforcement						8,541.22

Division: 420 - Planning & Zoning						
32	6100	Publication of Notices	1050 Journal & Topics Newspapers	186893	PZB Notice for 12/14/2021	155.79
Total 420 - Planning & Zoning						155.79

Division: 430 - Economic Development						
33	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	20543	One CED Attendee Holiday Luncheon 12/16/2021	35.00
Total 430 - Economic Development						35.00

<b>Total 40 - Community Development</b>	<b>8,732.01</b>
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Public Works & Engineering						
Division: 510 - Engineering						
34	5535	Property & Liability Insurance	5034 Mauro Sewer Construction Inc	2140-1	IDOT Permit Bond 11/09/2021	1,000.00
Total 510 - Engineering						1,000.00

Division: 520 - Geographic Information Systems						
35	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	5548	Geographic Information System Support 11/01-11/30/2021	17,376.17
Total 520 - Geographic Information Systems						17,376.17

# City of Des Plaines

## Warrant Register 01/03/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Division: 530 - Street Maintenance</b>					
36	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	13679-1 44 Parkway Trees Removed - 12/03/2021, R-169-19	32,173.75
37	6175	Tree Plantings	1153 West Central Municipal Conference	0007183-IN Ginkgo Tree Planting - 12/02/2021, R-6-21	335.00
38	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	194084 Weather Forecasting - December 2021	150.00
39	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	210323 Winter Decor - Raised Beds - 11/22/2021, R-3-21	2,340.00
40	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	210324 TIF1 Landscape Maintenance - November 2021, R-3-21	2,356.00
41	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	210325 Winter Displays - Downtown - 11/30/2021, R-3-21	9,118.00
42	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	210326 Spring Bulbs Planted - Downtown - 11/30/2021, R-3-21	5,815.00
43	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	210327 City Owned Greenspace Mowing - November, 2021, R-27-21	15,880.00
44	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	210328 Fertilizer & Weed Control - 11/30/2021, R-14-20	766.00
45	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	210328 Fertilizer & Weed Control - 11/30/2021, R-14-20	3.00
46	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	210376 Add'l City Owned Greenspace Mowing - 11/30/2021, R-27-21	1,090.00
47	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	210459 Tree Planter Box Prep - 11/04/2021, R-3-21	500.00
48	6195	Miscellaneous Contractual Services	5017 United Rent A Fence	46858 Fence Rental Extension - PW - 12/23/2021-03/23/2022	450.45
49	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5623 Remove Holiday & Install Historical - 01/16-01/17/2021	2,320.00
50	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5624 Remove Holiday & Install Historical - 01/18-01/19/2021	2,220.00
51	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5625 2020 Holiday Decorating Program - 03/02/2021	20,975.00
52	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5627 2020 Holiday Decorations - Oakton & River - 03/03/2021	6,110.00
53	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5642 Remove Historical & Install Spring/Summer - 04/22-04/23/2021	2,300.00
54	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5643 Remove Historical & Install Spring/Summer - 04/24-04/26/2021	2,260.00
55	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5669 Remove Summer & Install Fall - 09/17-09/18/2021	2,380.00
56	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5670 Remove Summer & Install Fall - 09/19-09/20/2021	2,220.00
57	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5697 Remove Fall & Install Holiday - 11/15-11/17/2021	2,360.00
58	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5698 Remove Fall & Install Holiday - 11/18-11/19/2021	2,200.00
59	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS421086 Street Sweeping - Alleys - 11/20-11/26/2021	530.45
60	6325	R&M Street Lights	1044 H&H Electric Co	37301 Streetlight Repairs - 815 Concord Ct - 07/15/2021, R-78-19	713.55
61	6325	R&M Street Lights	1044 H&H Electric Co	37302 Cable Repair - Mark & Anthony - 07/23/2021, R-78-19	640.47
62	6325	R&M Street Lights	1044 H&H Electric Co	37303 Streetlight Repairs - Dawn Ct - 07/23/2021, R-78-19	602.94
63	6325	R&M Street Lights	1044 H&H Electric Co	37304 Streetlight Repair - Oakton/Cora - 07/27/2021, R-78-19	434.01
64	6325	R&M Street Lights	1044 H&H Electric Co	37305 Streetlight Repairs - Various - 07/29/2021, R-78-19	414.86
65	6325	R&M Street Lights	1044 H&H Electric Co	37947 Streetlight Repair - 1232 Willow - 10/14/2021, R-78-19	207.13

# City of Des Plaines

## Warrant Register 01/03/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
66	6325	R&M Street Lights	1044 H&H Electric Co	37948	Streetlight Repairs - Various Locations - 10/19/2021, R-78-19	411.48
67	6325	R&M Street Lights	1044 H&H Electric Co	37949	Streetlight Repair - 1646 River St - 10/28/2021, R-78-19	326.18
68	6325	R&M Street Lights	1044 H&H Electric Co	37950	Streetlight Repairs - Various Locations - 10/28/2021, R-78-19	336.53
69	7030	Supplies - Tools & Hardware	1550 Addison Building Material Co	960092	2 Hex Bolts	6.06
70	7035	Supplies - Equipment R&M	1550 Addison Building Material Co	960514	Pressure Washer Repair Parts	9.33
71	7055	Supplies - Street R&M	1702 Diamond Paint & Home Center LLC	220000008726	Graffiti Cover Paint - Bittersweet Wall	75.75
72	7055	Supplies - Street R&M	1723 Hall Signs Inc	356450	BR Crosses, BR Wings, Set Screws, Strapping Roll, Etc.	114.50
73	7055	Supplies - Street R&M	1723 Hall Signs Inc	374426	150 Galvanized Sign Post Anchors	2,272.82
74	7055	Supplies - Street R&M	1723 Hall Signs Inc	396411	Traffic Sign Materials & Supplies	2,348.29
75	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	90113	13.14 Tons Asphalt - Restorations - 11/12/2021, R-38-21	551.88
76	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	91945	14.76 Tons Asphalt - Restorations - 12/02/2021, R-38-21	619.92
77	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	92007	5.74 Tons Asphalt - Pavement Repairs - 12/03/2021	241.08
78	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	92196	2.52 Tons Asphalt - Potholes - 12/09/2021, R-38-21	113.40
79	7160	Ice Control	5364 Conserv FS Inc	65129183	14.99 Tons Bulk Sidewalk Salt	1,709.01
80	7200	Other Supplies	1484 Thompson Rental Station Inc	594604-3	Propane Heater Refills - Tree Lighting	68.58
81	7200	Other Supplies	1057 Menard Incorporated	90385	Concrete, Washers, Nuts, Bolts, Cable Ties, Etc. - Tree Lighting	298.49
82	7200	Other Supplies	1057 Menard Incorporated	90456	6 Adapters & 8 Tables - Tree Lighting	731.86
83	7200	Other Supplies	1057 Menard Incorporated	90470	6 Portable GFCIs - Metropolitan Square	173.94
Total 530 - Street Maintenance						130,274.71

Division: 535 - Facilities & Grounds Maintenance						
84	6000	Professional Services	7619 Henneman Engineering Inc	78151	HVAC Engineering - City Hall - 11/02-11/30/2021, R-180-19	2,177.32
85	6015	Communication Services	8536 Peerless Network Inc	463867	Communications Services 11/15-12/14/2021	(29.12)
86	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	210388	Brick Repairs - Metro Square - 12/02/2021	1,505.00
87	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4103393069	Mat Service - Metra Train Station - 12/01/2021	35.00
88	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4103393135	Mat Service - Police Station - 12/01/2021	122.24
89	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4104107141	Mat Service - Metra Train Station - 12/08/2021	35.00
90	6315	R&M Buildings & Structures	1025 Bedco Inc	097508	Heater Repair - Fire Station #63 - 11/12/2021, R-167-19	1,422.10
91	6315	R&M Buildings & Structures	1025 Bedco Inc	097520	Evaporator Repair - Police Station - 11/18/2021, R-167-19	460.00
92	6315	R&M Buildings & Structures	1025 Bedco Inc	097532	Damper Adjustments - Police Station - 11/26/2021, R-167-19	230.00
93	6315	R&M Buildings & Structures	1025 Bedco Inc	097533	Transmitter Repair - Police Station - 11/30/2021, R-167-19	1,014.15
94	6315	R&M Buildings & Structures	1025 Bedco Inc	097546	Filter Change - Gun Range - 12/08/2021, R-167-19	115.00
95	6315	R&M Buildings & Structures	6796 Con-Temp Cabinets Inc	13972	Transaction Counter - City Hall 5th Floor - 12/06/2021	11,435.00



# City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
96	6315	R&M Buildings & Structures	6796 Con-Temp Cabinets Inc	13973	Granite Wrap - City Hall 5th Floor	500.00
97	6315	R&M Buildings & Structures	1135 Colley Elevator Co	218767	Elevator Button Repair 10/27/2021 @ Theatre	204.00
98	6315	R&M Buildings & Structures	1135 Colley Elevator Co	218788	Elevator Repair 10/26/2021	744.00
99	6315	R&M Buildings & Structures	2027 American National Skyline Inc	311250	Window Cleaning - Police Station - 11/13/2021	1,000.00
100	6315	R&M Buildings & Structures	2027 American National Skyline Inc	311432	Window Cleaning - City Hall & Police Station - 11/13/2021	2,550.00
101	6315	R&M Buildings & Structures	1311 Hill/Ahern Fire Protection LLC	9201	Fire Alarm Troubleshooting - PW - 11/30/2021	782.00
102	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-50393-T9Y0	Elevator Inspections - City Hall/Police Station - December 2021	700.00
103	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-50393-T9Y0	Elevator Inspections - City Hall/Police Station - December 2021	700.00
104	7025	Supplies - Custodial	1029 Cintas Corporation	4103393125	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	148.65
105	7025	Supplies - Custodial	1029 Cintas Corporation	4104107195	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	143.87
106	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	90646	Leader Hose - PW	8.99
107	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0452232	Outlet - City Hall	17.97
108	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2786716	Coupling, Ball Valve, Nipple, Adapter, Etc. - PW	426.92
109	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2787135	Coupling, Hex Bushing, Pro Coupling, Elbow - PW	156.44
110	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2787726	Bleeder Vent & Vent Key - PW	3.75
111	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2788148	Toilet Repair Parts - Metra Train Station	356.44
112	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6452260	Toilet Repair Parts - Fire Sta #61	23.49
113	7045	Supplies - Building R&M	1748 Novak & Parker Inc	761335	Washing Machine Timer - Fire Sta #63	249.60
114	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9025680	Electrical Parts - City Hall	110.55
115	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	C160401	Returned Coupling - PW	(74.62)
116	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	P12008	Door Access Controllers - City Hall	2,550.00
Total 535 - Facilities & Grounds Maintenance						29,823.74

Division: 540 - Vehicle Maintenance						
117	6135	Rentals	1029 Cintas Corporation	4103347944	Mechanic's Uniform Rental - 12/01/2021	183.59
118	6135	Rentals	1029 Cintas Corporation	4104036369	Mechanic's Uniform Rental - 12/08/2021	183.59
119	6310	R&M Vehicles	2168 Petroleum Technologies Equipment, Inc	30030	K 800 Repair - PW 5PW3 - 12/05/2021	305.30
120	6310	R&M Vehicles	8104 MacQueen Emergency Group	W01542	Field Service Call - Fire 7802 - 11/23/2021	558.00
121	7020	Supplies - Safety	8454 NAPA Auto Parts	814598	6 Boxes Latex Gloves - PW Shop	178.32
122	7030	Supplies - Tools & Hardware	8454 NAPA Auto Parts	814049	Tire Gauge - Police Garage	65.26
123	7035	Supplies - Equipment R&M	3441 ODB-Old Dominion Brush Company Inc	7820307	Electric Motor - PW 5029	366.70
124	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	813947	Battery & Core Deposit - PW 5022	117.07

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
125	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_227331	Air Fittings - Fire 7702	216.52
126	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_227392	1/4 Tee Fitting - Fire 7702	27.12
127	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_228128	Anchor Pin, Gasket, Brake Shoes - Fire 7801	1,023.24
128	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0238583	40 Wiper Blades - PW Stock	178.20
129	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0243383	Air Filters, Brake Pads, & Rotors - Police Stock	412.79
130	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0244371	4 Batteries & Core	324.00
131	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0245089	4 Purge Valves - Police Stock	176.52
132	7040	Supplies - Vehicle R&M	1018 Anderson Lock Company LTD	1080862	2 Keys Cut - Explorer - 12/07/2021	96.75
133	7040	Supplies - Vehicle R&M	1045 Havey Communications	11297	3 Unitrols - Police Stock	627.00
134	7040	Supplies - Vehicle R&M	1354 MPC Communications & Lighting Inc	21-1345	Rumbler Speaker - Fire 7512	385.00
135	7040	Supplies - Vehicle R&M	1354 MPC Communications & Lighting Inc	21-1348	Computer Docking Station - Fire Stock	54.00
136	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-100352	2 Bed Liners - PW 5079	291.34
137	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-100965	Starter & Core - Police 6031	188.02
138	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-100974	Starter Core Returned - Police 6031	(40.00)
139	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280128621	2 Steer Tires - Fire Stock	1,523.60
140	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1264968	Returned Belts, Gasket, & U-Bolt Clamp - Police Stock	(80.35)
141	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1273301	Spring & Bolt Kit - Fire 7405	17.09
142	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1273302	Insulator - Fire 7405	14.18
143	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1273454	Axle Shaft - Fire 7405	142.29
144	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1273959	Belt & Tensioner - Police Stock	92.78
145	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1274364	Diesel Exhaust Fluid - Fire 7702	32.98
146	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	410914086	Tire - Fire 7706	323.50
147	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	410914087	5 Tires - Fire 7708	1,760.50
148	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	514649P	Valve - Police 6073	33.16
149	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	516706P	Oil Cooler - PW 5067	66.26
150	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	516861P	Steering Shaft - Police 6068	269.34
151	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	517587P	Wire Pigtail - Fire 7405	34.44
152	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	814510	2 Exhaust Clamps - Fire 7608	28.70
153	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	814536	Exhaust Clamp - Fire 7608	14.68
154	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	814744	2 Purge Valves - Police Stock	93.76
155	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	815123	Diesel Exhaust Fluid - PW Stock	260.40
156	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	815189	60 Wiper Blades - Police Winter Stock	1,082.00
157	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	815298	Belt & Tensioner - Fire 7400	92.48
158	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	815304	Oxygen Sensor - PW 5043	56.81
159	7040	Supplies - Vehicle R&M	1057 Menard Incorporated	90640	Sealant	31.96
160	7040	Supplies - Vehicle R&M	1043 WW Grainger Inc	9137216884	3 Clevis Pins - PW Stock	46.32
161	7040	Supplies - Vehicle R&M	1043 WW Grainger Inc	9137216892	7 Clevis Pins - PW Stock	108.08
162	7040	Supplies - Vehicle R&M	1043 WW Grainger Inc	9137216900	Returned 6 Clevis Pins - PW Stock	(99.24)
163	7040	Supplies - Vehicle R&M	1043 WW Grainger Inc	9144307585	Sealant - PW 5079	32.76
164	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	9414270	Hydraulic Couplers, Male Tips, Coupler Body, Steel Cap, Etc. - PW	346.80

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
165	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	9414332	Brass Fittings, Rocker Switch Brackets, Connectors - Fire Stock	361.91
166	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	9451121	Washers & Nuts - Fire 7522	437.65
167	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	9902438319	Grease	113.25
168	7040	Supplies - Vehicle R&M	5823 Interstate Power Systems Inc	C042055026:01	Filters, Filter Kit, Belt Tensioner - Fire 7607	796.16
169	7040	Supplies - Vehicle R&M	5823 Interstate Power Systems Inc	C045014455:01	Oil Drain Kit - Fire 7801	125.46
170	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P13093	2 Hydraulic Hoses - Fire 7608	139.13
171	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P44679935	6 Batteries - PW Stock	627.60
172	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P45830059	6 Batteries - Police Stock	627.60
173	7040	Supplies - Vehicle R&M	5823 Interstate Power Systems Inc	R042035481:01	Shifting Issue Repair - Fire 7702	305.00
174	7120	Gasoline	8331 Avalon Petroleum Company Inc	573447	4,999 Gals Unleaded Gasoline - 10/28/2021, R-163-20	11,440.99
175	7120	Gasoline	8331 Avalon Petroleum Company Inc	573742	3,504 Gals Unleaded Gasoline - 11/30/2021, R-163-20	7,636.95
176	7120	Gasoline	7349 Wex Inc	76429793	Fuel Purchases - PW, Fire, Police - 11/30/2021	501.65
177	7130	Diesel	8331 Avalon Petroleum Company Inc	029273	2,000 Gals Bio Diesel Fuel - 10/28/2021, R-163-20	167.63
178	7130	Diesel	8331 Avalon Petroleum Company Inc	029362	3,003 Gals Bio Diesel Fuel - 11/30/2021, R-163.20	182.46
179	7130	Diesel	7349 Wex Inc	76429793	Fuel Purchases - PW, Fire, Police - 11/30/2021	1,113.52
180	7320	Equipment < \$5,000	1043 WW Grainger Inc	9109304338	Impact Wrench - PW Shop	637.02
Total 540 - Vehicle Maintenance						37,457.59

<b>Total 50 - Public Works &amp; Engineering</b>	<b>215,932.21</b>
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Police Department						
Division: 610 - Uniformed Patrol						
181	5325	Training	1261 Northeast Multiregional Training	295042	40 Hr Field Training Officer Training 11/15-11/19/ 2021 (1 Ofc)	255.00
182	7200	Other Supplies	2508 Doje's Forensic Supplies	22231	2 Sterile Water Injector Ampules	76.19
183	7200	Other Supplies	2509 Lynn Peavey Co	385669	500 Evidence Bags	70.00
184	7300	Uniforms	1489 JG Uniforms Inc	91888	Uniforms for New Officer	90.00
Total 610 - Uniformed Patrol						491.19

Division: 620 - Criminal Investigation						
185	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20211130	Investigations Database 11/1-11/30/2021	296.41
186	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	11149625	Investigations Database 10/26-11/25/2021	519.02
187	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	845456252	Investigations Database 11/1-11/31/2021	333.87
Total 620 - Criminal Investigation						1,149.30

Division: 630 - Support Services						
188	6000	Professional Services	5975 Aero Removals Trisons Inc	21595ACR	Removal and Transport of 4 Deceased November 2021	1,400.00
189	6110	Printing Services	1142 Copyset Printing Company	60179	Qty 3800 of 2021 Snow Removal Letter 12/03/2021	1,044.00
190	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8000555259	Shredding Services 11/05-11/24/2021	278.97

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
191	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-21011-11	2021 Service Agreement for Range Cleaning and Maintenance Nov	618.75
192	7000	Office Supplies	1644 Warehouse Direct Inc	5117839-0	Desk Calendar	6.98
193	7015	Supplies - Police Range	1722 Brownells Inc	21850440.00	Gun Cleaning Supplies, M4 Barrel, Gas Tube, Crush Washer	385.31
194	7200	Other Supplies	1644 Warehouse Direct Inc	5116769-0	Static Shielding Bags, Batteries	49.16
195	7200	Other Supplies	1644 Warehouse Direct Inc	5116769-1	Static Shielding Bags	74.90
196	7200	Other Supplies	8243 Mallory Safety & Supply LLC	5234279	1 Pack of Emergency Blankets	117.86
197	7200	Other Supplies	1057 Menard Incorporated	90277	Contact Cleaner and Roach Motels	12.26
Total 630 - Support Services						3,988.19

<b>Total 60 - Police Department</b>	<b>5,628.68</b>
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Fire Department						
<b>Division: 710 - Emergency Services</b>						
198	5310	Membership Dues	4282 Buffalo Grove, Village of	2021-00000006	2021 CPR Training Center Affiliation Fee	250.00
199	5325	Training	1252 NIPSTA	25377867	Rope Res.Tech-9/21-9/24/21, Fire Officer 07/12-9/3/21-Paramedics	1,450.00
200	6305	R&M Equipment	1660 Safety-Kleen Systems Inc	87681134	Part Washer Solvent - Station 63 - Service 12/06/21	415.46
201	6305	R&M Equipment	1525 Hastings Air-Energy Control Inc	I91773	Tailpipe Adapter Service Call - Station 63 - 11/09/21	545.37
202	7000	Office Supplies	1644 Warehouse Direct Inc	5114383-0	Sharpies, Pens - Blue & Black	28.30
203	7000	Office Supplies	1644 Warehouse Direct Inc	5115058-0	1 Set of Dividers (8 Tabs)	3.28
204	7000	Office Supplies	1644 Warehouse Direct Inc	5122519-0	7 Boxes of AA Batteries	50.05
205	7000	Office Supplies	4239 Anderson Safford	9840	Self Inking Stamper - Battalion Chief	26.71
206	7025	Supplies - Custodial	8019 Ferguson Facilities	0391345	Sponges, Cleaners, Laundry Detergent, Can Liners, Etc.-Sta Wide	2,001.91
207	7200	Other Supplies	3297 Bound Tree Medical LLC	84316996	8 Cases of Powder Free Exam Gloves	2,109.20
208	7300	Uniforms	3212 On Time Embroidery Inc	88746	EMS Responder Jacket - Deputy Chief	294.00
209	7300	Uniforms	3212 On Time Embroidery Inc	90480	3 S/S Polos - Lieutenant	141.00
210	7300	Uniforms	3212 On Time Embroidery Inc	90876	5 S/S Polos - Battalion Chief	210.00
211	7300	Uniforms	3212 On Time Embroidery Inc	90893	2 S/S Polos - Lieutenant	94.00
212	7300	Uniforms	3212 On Time Embroidery Inc	92029	Job Shirt, 2 T-Shirts - Paramedic	95.00
213	7300	Uniforms	3212 On Time Embroidery Inc	92056	Pocketed Sweatpants, 3 T-Shirts - Lieutenant	56.00
214	7300	Uniforms	3212 On Time Embroidery Inc	92536	2 Stryke Trousers - Lieutenant	144.00
215	7300	Uniforms	3212 On Time Embroidery Inc	92747	Turtleneck, 2 Trousers, Cap, 3 T-Shirts, 2 Polos, Etc. - Paramedic	343.00
216	7300	Uniforms	3212 On Time Embroidery Inc	92748	2 Station Pants - Paramedic	112.00
217	7300	Uniforms	3212 On Time Embroidery Inc	92949	L/S Polo, 2 T-Shirts, Station Pants - Lieutenant	128.00
218	7300	Uniforms	3212 On Time Embroidery Inc	92964	Class A Cap - Paramedic	54.00
219	7300	Uniforms	3212 On Time Embroidery Inc	93348	2 Trousers, Nameplates - Engineer	156.00
220	7300	Uniforms	3212 On Time Embroidery Inc	93455	Academy Oxford, Trousers - Battalion Chief	206.00
221	7300	Uniforms	3212 On Time Embroidery Inc	94213	Sentry Shirt, Tie, Leather Belt, Academy Oxford - Lieutenant	145.00

# City of Des Plaines

## Warrant Register 01/03/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
222	7300	Uniforms	3212 On Time Embroidery Inc	94214	Side Zip Boots, Sweatpants, Knit Cap - Paramedic	159.00
223	7300	Uniforms	3212 On Time Embroidery Inc	94215	Baseball Cap, Job Shirt, 3 Polos, 6 T-Shirts - Lieutenant	305.00
224	7300	Uniforms	3212 On Time Embroidery Inc	94216	Waterproof Boots, Baseball Cap, Knit Cap - Paramedic	148.00
225	7300	Uniforms	3212 On Time Embroidery Inc	94217	Cap, 4 T-Shirts, Leather Belt, Sweatpants - Paramedic	102.00
226	7300	Uniforms	3212 On Time Embroidery Inc	94218	Baseball Cap, Job Shirt, Polo, 3 T-Shirts, 2 Trousers-Paramedic	307.00
227	7300	Uniforms	3212 On Time Embroidery Inc	94219	6 T-Shirts, 4 L/S T-Shirts - Lieutenant	102.00
228	7300	Uniforms	3212 On Time Embroidery Inc	94220	2 L/S T-Shirts - Paramedic	24.00
229	7320	Equipment < \$5,000	1148 WS Darley & Co	17451341	8 Backpacks-Hazmat Equipment	1,079.34
230	7320	Equipment < \$5,000	1148 WS Darley & Co	17452011	Qty 50 of 1-3/4" Hoses	8,600.00
231	7320	Equipment < \$5,000	1291 Elevated Safety LLC	INV00002156	Patient Extrication System	1,740.00
<b>Total 710 - Emergency Services</b>						<b>21,624.62</b>

<b>Division: 720 - Fire Prevention</b>						
232	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121021	Water Delivery 11/12/2021 and 12/09/2021	61.86
233	7300	Uniforms	3212 On Time Embroidery Inc	92032	5 T-Shirts - Division Chief	45.00
<b>Total 720 - Fire Prevention</b>						<b>106.86</b>

<b>Total 70 - Fire Department</b>						<b>21,731.48</b>
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<b>Department: 75 - Fire &amp; Police Commission</b>						
234	5340	Pre-Employment Testing	5372 COPS & FIRE Personnel Testing Service	106862	3 Pre-Employment Psychological Testing 11/5 -11/10/2021	1,350.00
235	7000	Office Supplies	1644 Warehouse Direct Inc	5122428-0	2 Cases of Spot Market Copy Paper	82.16
<b>Total 75 - Fire &amp; Police Commission</b>						<b>1,432.16</b>

<b>Department: 90 - Overhead</b>						
236	6015	Communication Services	8536 Peerless Network Inc	463867	Communications Services 11/15-12/14/2021	(101.21)
237	6015	Communication Services	8536 Peerless Network Inc	473550	Communications Services 12/15/2021-01/14/2022	24,141.21
238	6025	Administrative Services	1005 A/R Concepts Inc	CDP101 May 2021	Collections for Services May 2021 - Parking Fees	14.00
<b>Total 90 - Overhead</b>						<b>24,054.00</b>

<b>Total 100 - General Fund</b>						<b>300,429.77</b>
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<b>Fund: 230 - Motor Fuel Tax Fund</b>						
239	8100	Improvements	1402 DiNatale Construction Inc	2021-Concrete-P8	2021 CIP Concrete Improvements 11/29-11/30/2021 R-82-21	47,114.10
<b>Total 230 - Motor Fuel Tax Fund</b>						<b>47,114.10</b>

<b>Fund: 240 - CDBG Fund</b>						
240	6570	Subsidy - Residential Rehab	3694 Ziggy Professional Painting Inc	HRP-73 12/13/21	Home Repair Program HRP-73 B-20-MC-17-0009-EN 11/10/21-12/13/21	18,550.00
241	6570	Subsidy - Residential Rehab	1264 North West Housing Partnership	HRP-73 12/15/21	HRP Program Delivery CDBG-20-MC-17-0009-EN 11/10/21-12/13/21	635.12
<b>Total 240 - CDBG Fund</b>						<b>19,185.12</b>

# City of Des Plaines

## Warrant Register 01/03/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 250 - Grant Projects Fund</b>					
<b>Program: 2520 - Capital Grants</b>					
242	6000	Professional Services	5778 Elite Appraisal Center LLC	0057775 Hazard Mitigation Program-1 Home Appraisal 11/3/2021	350.00
243	6000	Professional Services	5778 Elite Appraisal Center LLC	0057872 Hazard Mitigation Program-1 Home Appraisal 11/30/2021	350.00
244	6000	Professional Services	1123 Christopher B Burke Engineering LTD	1 Eng. Svcs-Oakton St Sidepath 09/26-11/27/2021	1,785.23
245	6000	Professional Services	4001 Rick Hiton & Associates	10210023 Hazard Mitigation Program-1 Home Appraisal 11/29/2021	375.00
246	6000	Professional Services	1123 Christopher B Burke Engineering LTD	170769 R-157-21 Eng Svcs Area #4 Flood Imp 10/31-11/27/2021	23,163.39
247	6000	Professional Services	1123 Christopher B Burke Engineering LTD	170770 R-184-21 Task Order 7 Professional Eng Svcs 10/31-11/27/2021	1,247.50
248	6000	Professional Services	1126 Civiltech Engineering Inc	3556-08 Engr Svcs - Rand Rd Sidepath 10/30-11/26/2021 R-26-21	42,467.84
249	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	29105-OLN0006 Legal Fees-Lee & Forest TL 1387 Lee St 09/02-09/04/2021	180.00
250	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	29106-OLN0007 Legal Fees-Lee & Forest TL 1365 Lee St 09/30/2021	60.00
251	8100	Improvements	1086 Arrow Road Construction Company	2020-A-P13 R-125-20 & R-168-21 2020 CIP Cont A St & ADA Imp 11/5-12/10/2021	117,082.80
<b>Total 2520 - Capital Grants</b>					<b>187,061.76</b>
<b>Total 250 - Grant Projects Fund</b>					<b>187,061.76</b>
<b>Fund: 260 - Asset Seizure Fund</b>					
<b>Program: 2610 - Customs</b>					
252	7200	Other Supplies	1057 Menard Incorporated	90600 Snipers- Eye/Ear Protection, Range Tools	247.89
<b>Total 2610 - Customs</b>					<b>247.89</b>
<b>Program: 2620 - DEA</b>					
253	8015	Equipment	1722 Brownells Inc	21850440.00 Gun Cleaning Supplies, M4 Barrel, Gas Tube, Crush Washer	347.22
254	8015	Equipment	7920 SF Mobile-Vision Inc	44402 Body Worn Camera Magnetic Clips (8)	615.00
<b>Total 2620 - DEA</b>					<b>962.22</b>
<b>Total 260 - Asset Seizure Fund</b>					<b>1,210.11</b>
<b>Fund: 400 - Capital Projects Fund</b>					
255	6000	Professional Services	3337 HR Green Inc	148079 Bridge Repair Contract Documents - 09/18-10/22/2021	390.00
256	6000	Professional Services	3337 HR Green Inc	148080 Bridge Inspections - 09/18-10/22/2021	341.25
257	6000	Professional Services	1079 AECOM Technical Services Inc	2000568888 R-126-21 Professional Engr Svcs-Task Order #4 11/06-12/3/2021	13,115.08
258	6000	Professional Services	1079 AECOM Technical Services Inc	2000570458 Engr Svcs-On-Call Pavement Mgmt Prgm 10/9-12/03/2021	2,137.81
259	6000	Professional Services	1199 Spaceco Inc	87411 Construction Engr Services for Task Order 1 10/31-11/27/2021	16,200.00
260	8100	Improvements	1328 John Neri Construction Company Inc	2021-A-P7 2021 CIP Street & Utility Improvements 11/05-12/10/2021 R-81-21	611,888.98
<b>Total 400 - Capital Projects Fund</b>					<b>644,073.12</b>
<b>Fund: 430 - Facilities Replacement Fund</b>					
261	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	31848200028 Civic Deck Parking Deck Design; 7/2/21-7/29/21	1,644.81



# City of Des Plaines

## Warrant Register 01/03/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
262	6315	R&M Buildings & Structures	8099 Hillstone Structural Services Inc	20-001-008 North Basement Column Replacement - Theatre - 09/03/2021	4,450.00
263	6315	R&M Buildings & Structures	8099 Hillstone Structural Services Inc	20-001-008A Wall & Grab Rails Fabrication/Install - Theater - 10/12/2021	17,765.00
264	6315	R&M Buildings & Structures	8099 Hillstone Structural Services Inc	21-014-001 Panel Infills - Civic Deck Basement - 12/02/2021	16,365.00
265	6315	R&M Buildings & Structures	1135 Colley Elevator Co	218752 Elevator Programming 10/29/2021 @ Theatre	816.00
<b>Total 430 - Facilities Replacement Fund</b>					<b>41,040.81</b>

<b>Fund: 500 - Water/Sewer Fund</b>						
<b>Non Departmental</b>						
<b>Division: 550 - Water Systems</b>						
266	6015	Communication Services	8536 Peerless Network Inc	463867	Communications Services 11/15-12/14/2021	(7,079.36)
267	6040	Waste Hauling & Debris Removal	1328 John Neri Construction Company Inc	121421	Aggregate Materials & Spoils Disposal- 11/22-12/01/2021, R-175-20	27,691.00
268	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	197275	IEPA Testing - 10/26-11/23/2021	1,740.00
269	6195	Miscellaneous Contractual Services	1606 Dixon Engineering Inc	21-8886	TO#7 Clean & Inspect Tank - Miner - 09/02/2021, R-41-20	4,450.00
270	6195	Miscellaneous Contractual Services	1606 Dixon Engineering Inc	21-8887	TO#6 Clean & Inspect Tank- Holy Family - 09/22/2021, R-41-20	4,450.00
271	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	210627	Meter Bench Test - 11/30/2021	25.50
272	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	210640	2 Meter Bench Tests - 12/07/2021	51.00
273	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9510	Air Fiber Dish - Howard - 10/11-10/30/2021	17,280.00
274	7000	Office Supplies	1644 Warehouse Direct Inc	5122435-0	Copy Paper, Markers, Notes, Pads, Pens - PW	73.02
275	7020	Supplies - Safety	1703 Prosafety Inc	2/882440	Gloves, Ear Plugs, Rain Suits, & Boots	412.10
276	7020	Supplies - Safety	4093 White Cap LP	50017472342	Slush Boots	31.99
277	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	815087	7 Filters - PW 9043	89.42
278	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	PCM10057472	Returned Starter Cover - PW Water Stock	(51.99)
279	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI10918126	Filter, Clip, Clip Spring, Screws, Plate, Etc. - PW Water Stock	27.93
280	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI10918237	Starter Cover - PW Water Stock	77.99
281	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	517239P	A/C Evap Core, Seal Kit, & O Rings - PW 9007	177.12
282	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	517380P	Accumulator & Wire Harness - PW 9007	179.07
283	7050	Supplies - Streetscape	5399 Beary Landscape Management	210458	Brick Pavers Install - Lee St - 11/04/2021	2,250.00
284	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10421642	3.0 Cu Yds Top Soil & 25 Lbs Grass Seed - 11/19/2021	153.95
285	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10423149	3.0 Cu Yds Top Soil & 25 Lbs Grass Seed - 12/08/2021	153.95
286	7070	Supplies - Water System Maintenance	1927 Water Products Co of Aurora Inc	0306958	Hydrant Meter	1,049.00
287	7070	Supplies - Water System Maintenance	1328 John Neri Construction Company Inc	121421	Aggregate Materials & Spoils Disposal- 11/22-12/01/2021, R-175-20	5,987.62
288	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	255800-000	Repair Sleeve & Bushings	465.39
289	7070	Supplies - Water System Maintenance	1047 Home Depot Credit Svcs	6020936	6 Pieces Framing Lumber	87.95



# City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
290	7070	Supplies - Water System Maintenance	1072 Prairie Material	890327409	4.0 Cu Yds Concrete - Howard Tank Pad - 12/06/2021	621.00
291	7070	Supplies - Water System Maintenance	1072 Prairie Material	890328563	1.5 Cu Yds Concrete - Repairs - 120/07/2021	202.88
292	7070	Supplies - Water System Maintenance	1072 Prairie Material	890330672	3.0 Cu Yds Concrete - Street Repair - 12/10/2021	555.75
293	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P599889	Returned Washers	(78.00)
294	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P634606	Repair Clamps & Fittings	1,890.00
295	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P703645	20 B-Box Plugs	118.16
296	7070	Supplies - Water System Maintenance	6992 Core & Main LP	P703655	4 B-Box Plugs	12.60
297	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Q028720	2 Repair Clamps	422.00
298	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Q047081	8 Repair Sleeves	1,400.00
299	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Q056620	2 Repair Sleeves	470.00
300	7120	Gasoline	8331 Avalon Petroleum Company Inc	573447	4,999 Gals Unleaded Gasoline - 10/28/2021, R-163-20	2,259.95
301	7120	Gasoline	8331 Avalon Petroleum Company Inc	573742	3,504 Gals Unleaded Gasoline - 11/30/2021, R-163-20	1,213.41
302	7130	Diesel	8331 Avalon Petroleum Company Inc	029273	2,000 Gals Bio Diesel Fuel - 10/28/2021, R-163-20	3,943.37
303	7130	Diesel	8331 Avalon Petroleum Company Inc	029362	3,003 Gals Bio Diesel Fuel - 11/30/2021, R-163.20	3,466.98
304	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	43933	Chlorine Tank Rental - 07/28-08/29/2021	244.00
305	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	46527	Chlorine Tank Rental - 09/28-10/26/2021	196.00
306	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	46528	Chlorine Tank Rental - 09/28-10/26/2021	196.00
307	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	47802	Chlorine Tank Rental - 10/26-11/26/2021	173.00
308	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	47803	Chlorine Tank Rental - 10/26-11/26/2021	107.00
Total 550 - Water Systems						77,186.75

Division: 560 - Sewer Systems						
309	6015	Communication Services	8536 Peerless Network Inc	463867	Communications Services 11/15-12/14/2021	260.69
310	6015	Communication Services	8536 Peerless Network Inc	473550	Communications Services 12/15/2021-01/14/2022	260.76
311	6310	R&M Vehicles	4280 Rush Truck Centers of Illinois Inc	3025775327	Engine Repair - PW 8020 - 11/30/2021	7,028.67
312	6310	R&M Vehicles	4280 Rush Truck Centers of Illinois Inc	3025832671	Oil Feed Replacement - PW 8020 - 12/07/2021	178.90
313	7040	Supplies - Vehicle R&M	1043 WW Grainger Inc	9146842498	Cam & Groove Adapter - PW 8020	33.42
314	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	461683	15 Manhole Blocks	81.75
315	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	461807	Sewer Fitting - 613 Yale	176.22
316	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	462824	Mission Couplings - Sewer Repair	334.29
317	7075	Supplies - Sewer System Maintenance	2053 USA Bluebook	806468	Vac Sewer Traps	343.99
318	7075	Supplies - Sewer System Maintenance	3008 Norlab Inc	84789	Liquid Powder Tracing Dye	228.00

# City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
319	7075	Supplies - Sewer System Maintenance	1208 Steiner Electric Company	5007038276.001	20 Light Bulbs - Lift Stations	30.29
320	7120	Gasoline	8331 Avalon Petroleum Company Inc	573447	4,999 Gals Unleaded Gasoline - 10/28/2021, R-163-20	423.74
321	7120	Gasoline	8331 Avalon Petroleum Company Inc	573742	3,504 Gals Unleaded Gasoline - 11/30/2021, R-163-20	314.35
322	7130	Diesel	8331 Avalon Petroleum Company Inc	029273	2,000 Gals Bio Diesel Fuel - 10/28/2021, R-163-20	1,875.60
323	7130	Diesel	8331 Avalon Petroleum Company Inc	029362	3,003 Gals Bio Diesel Fuel - 11/30/2021, R-163.20	4,569.77
Total 560 - Sewer Systems						16,140.44

<b>Division: 580 - CIP - Water/Sewer</b>						
324	6000	Professional Services	2506 Trotter & Associates Inc	19281	TO#11 Water Sys Trans Main Improve - 11/04-11/23/2021, R-65-21	4,257.88
325	6000	Professional Services	2506 Trotter & Associates Inc	19282	TO#15 Central Rd Survey - 11/01-11/24/2021, R-16-20	10,849.00
326	6000	Professional Services	2506 Trotter & Associates Inc	19283	TO#16 Tower Emergency Power Improve - 11/08-11/09/2021	3,045.00
327	6000	Professional Services	2506 Trotter & Associates Inc	19284	Pump Replace Engineering - 11/19/2021, R-176-21	104.00
328	6000	Professional Services	2506 Trotter & Associates Inc	19285	TO#18 Gen Lead Consult Services - 11/10-11/28/2021, R-16-20	11,544.00
329	6000	Professional Services	4022 M E Simpson Co Inc	37759	Leak Detection Survey - 11/18-11/30/2021, R-136-21	10,927.50
330	8100	Improvements	1328 John Neri Construction Company Inc	2021-A-P7	2021 CIP Street & Utility Improvements 11/05-12/10/2021	22,318.41
<b>Total 580 - CIP - Water/Sewer</b>						<b>63,045.79</b>

<b>Total 00 - Non Departmental</b>						<b>156,372.98</b>
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<b>Department: 30 - Finance</b>						
331	6025	Administrative Services	7961 BridgePay Network Solutions LLC	9000	Utility Web & Business License Transaction Fee for Nov 2021	238.30
<b>Total 30 - Finance</b>						<b>238.30</b>

<b>Total 500 - Water/Sewer Fund</b>						<b>156,611.28</b>
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<b>Fund: 510 - City Owned Parking Fund</b>						
332	6015	Communication Services	8536 Peerless Network Inc	463867	Communications Services 11/15-12/14/2021	347.70
333	6015	Communication Services	8536 Peerless Network Inc	463867	Communications Services 11/15-12/14/2021	1,262.37
334	6015	Communication Services	8536 Peerless Network Inc	473550	Communications Services 12/15/2021-01/14/2022	349.67
335	6015	Communication Services	8536 Peerless Network Inc	473550	Communications Services 12/15/2021-01/14/2022	1,262.37
336	6025	Administrative Services	7960 Passport Labs Inc	INV-1025929	Mobile Pay Parking Transaction Fees Oct 2021	5.92
337	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-51080-C6W9	Metro Square Elevator Repair 11/19/2021	975.00
<b>Total 510 - City Owned Parking Fund</b>						<b>4,203.03</b>

<b>Fund: 520 - Metra Leased Parking Fund</b>						
338	6025	Administrative Services	7960 Passport Labs Inc	INV-1025929	Mobile Pay Parking Transaction Fees Oct 2021	143.56
339	7060	Supplies - Parking Lots	1018 Anderson Lock Company LTD	1081066	Cumberland Station Keys	8.82
<b>Total 520 - Metra Leased Parking Fund</b>						<b>152.38</b>

# City of Des Plaines

## Warrant Register 01/03/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 600 - Risk Management Fund</b>					
340	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3297815 051298 MICA Claim Deductible 9/12/2020 L003297815	989.50
341	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3315035 051299 MICA Claim Deductible 11/14/2020 L003315035	854.00
342	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3572802 051300 MICA Claim Deductible 10/24/2021 L003572802	1,000.00
343	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3572806 051301 MICA Claim Deductible 10/30/2021 L003572806	1,000.00
<b>Total 600 - Risk Management Fund</b>					<b>3,843.50</b>
<b>Fund: 610 - Health Benefits Fund</b>					
344	6195	Miscellaneous Contractual Services	8374 Wex Health Incorporated	0001441012-IN Commuter & FSA Monthly Admin Fees for November 2021	568.50
<b>Total 610 - Health Benefits Fund</b>					<b>568.50</b>
<b>Fund: 700 - Escrow Fund</b>					
345	2229	Event - Holiday Lighting	3292 Service Sanitation Inc	8268366 Holiday Lighting Ceremony 3 Portable Restrooms 12/03/2021	700.00
346	2460	Refundable Bonds	3126 Keller Williams Realty Partners	Refund 11/29/21 Refund Bond for Turkey Trot 11/25/2021	500.00
347	2460	Refundable Bonds	7134 Club Vaqueros Unidos	Refund 12/06/21 Refundable Bond for Horse Pilgrimage 12/04/2021	500.00
348	2460	Refundable Bonds	5252 St Agnes of Bohemia	Refund 12/13/21 Refund Bond for Antorcha Guadalupana Pilgrimage 12/11/2021	500.00
349	2486	Additional Contracts - Engineering	1328 John Neri Construction Company Inc	2021-A-P7 2021 CIP Street & Utility Improvements 11/05-12/10/2021	214.60
350	2493	Escrow - CED Development	4997 JMS Appraisal Group Inc	1110902 Vacant Land Appraisal for ROW Times Drive/Executive Way 11/09/21	600.00
351	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	186893 PZB Notice for 12/14/2021	155.79
<b>Total 700 - Escrow Fund</b>					<b>3,170.39</b>
<b>Grand Total</b>					<b>1,408,663.87</b>

# City of Des Plaines

## Warrant Register 01/03/2022

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>City Administration</b>					
<b>Division: 230 - Information Technology</b>					
352	6015	Communication Services	1010 AT&T Mobility	28702533395912 21 Communications Services 11/04-12/03/2021	136.14
<b>Total 230 - Information Technology</b>					<b>136.14</b>
<b>Total 20 - City Administration</b>					<b>136.14</b>
<b>Public Works &amp; Engineering</b>					
<b>Division: 540 - Vehicle Maintenance</b>					
353	6195	Miscellaneous Contractual Services	8504 Verizon Connect Fleet USA LLC	362000021526 Vehicle Diagnostic System Nov 2021	1,009.21
<b>Total 540 - Vehicle Maintenance</b>					<b>1,009.21</b>
<b>Total 50 - Public Works &amp; Engineering</b>					<b>1,009.21</b>
<b>Police Department</b>					
<b>Division: 630 - Support Services</b>					
354	6015	Communication Services	1032 Comcast	12/10/21 x7069 Internet/Cable Service for 12/10/2021-01/09/2022	88.45
355	6015	Communication Services	1009 AT&T	847R18054611-21 Communications Services 11/28-12/27/2021	63.68
<b>Total 630 - Support Services</b>					<b>152.13</b>
<b>Total 60 - Police Department</b>					<b>152.13</b>
<b>Department: 90 - Overhead</b>					
356	7550	Miscellaneous Expenses	8537 Vonesh, Kristina E	Reimb 12/14/2021 IMRF Audit - Health Opt-Out Reimbursement	138.09
357	7550	Miscellaneous Expenses	8538 Kephart, Wilbur	Reimb 12/14/2021 IMRF Audit - Health Opt-Out Reimbursement	97.91
358	7550	Miscellaneous Expenses	8539 Light, John E	Reimb 12/14/2021 IMRF Audit - Health Opt-Out Reimbursement	394.63
359	7550	Miscellaneous Expenses	8540 Vinson, Ashley Jean	Reimb 12/14/2021 IMRF Audit - Health Opt-Out Reimbursement	129.80
360	7550	Miscellaneous Expenses	8541 Hidalgo, Johnny N	Reimb 12/14/2021 IMRF Audit - Health Opt-Out Reimbursement	348.64
361	7550	Miscellaneous Expenses	8542 Schwamb, Douglas	Reimb 12/14/2021 IMRF Audit - Health Opt-Out Reimbursement	79.61
362	7550	Miscellaneous Expenses	8543 Ferrer, Camille Angelica Pascual	Reimb 12/14/2021 IMRF Audit - Health Opt-Out Reimbursement	175.30
<b>Total 90 - Overhead</b>					<b>1,363.98</b>
<b>Total 100 - General Fund</b>					<b>2,661.46</b>

# City of Des Plaines

## Warrant Register 01/03/2022

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 500 - Water/Sewer Fund						
Division: 560 - Sewer Systems						
363	6505	Subsidy - Sewer Lateral Program	8544 Camacho, Emerlyn Chyla	SLP21-016	Sewer Rebate 11/01/2021	2,205.00
Total 560 - Sewer Systems						2,205.00
Total 500 - Water/Sewer Fund						2,205.00
Fund: 700 - Escrow Fund						
364	2462	Compliance Bonds - Public Improvement Surety	7524 Vanguard Des Plaines Apartments LP	Refund 12/8/21	Final Performance Guaranty Reduction	236,886.13
Total 700 - Escrow Fund						236,886.13
Grand Total						241,752.59

# City of Des Plaines

## Warrant Register 01/03/2022

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Elected Office					
Division: 110 - Legislative					
365	7310	Publications	1050 Journal & Topics Newspapers	PC - 32387	November 2021 Online Newspaper Subscription - Mayor's Office5.99
Total 110 - Legislative					5.99

<b>Total 10 - Elected Office</b>						<b>5.99</b>
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City Administration						
Division: 210 - City Manager						
366	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 32425	Zoom Subscription 11/26/21-12/25/21 - City Manager	14.99
Total 210 - City Manager						14.99

Division: 230 - Information Technology						
367	6195	Miscellaneous Contractual Services	5940 GoDaddy.Com LLC	PC - 32467	SSL Certificate 11/17/21-11/16/23	127.98
368	6195	Miscellaneous Contractual Services	5940 GoDaddy.Com LLC	PC - 32468	Refund SSL Certificate 11/17/21-11/16/23	(127.98)
369	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 32470	Desplainesintranet.org Renewal 11/22/21-11/21/22	69.99
370	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 32471	6 DP Theater Domain Renewals 11/23/21-11/22/22 & 11/23/21-11/22/23	125.92
371	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32462	iPhone Charging Cables for City Use	56.97
372	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32463	iPad Charging Cables for City Use	25.80
373	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32464	Quad Lock iPhone Case for City Use	34.90
374	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32465	Western Digital 500GB Drive for IT Department	282.18
375	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32469	Apple Pencil for City Use	79.99
Total 230 - Information Technology						675.75

Division: 240 - Media Services						
376	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	PC - 32392	2 Registrations for Media Services to Chamber Luncheon 12/16/21	70.00
377	6108	Public Relations & Communications	7795 CR Flowers & Things	PC - 32389	Theater Reception Decor 10/28/2021	420.00
378	6108	Public Relations & Communications	1498 Indestructo Rental Company Inc	PC - 32393	Rentals for Theater Grand Opening 10/28/2021	975.00
379	6195	Miscellaneous Contractual Services	7987 Associated Production Music LLC	PC - 32436	Production Music License 09/01/2021-08/31/2022 PO #2021-545	2,500.00
380	6535	Subsidy - Youth Commission	6928 Fun Express LLC	PC - 32388	Youth Commission Supplies for Holiday Hoopla 12/11/2021	262.35

# City of Des Plaines

## Warrant Register 01/03/2022

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
381	7310	Publications	1456 Chicago Tribune	PC - 32422	Online Chicago Trib Subscription-Mayor's Office 11/24-12/21/21	15.96
382	7310	Publications	1456 Chicago Tribune	PC - 32423	Online Chicago Trib Subscription-City Manager 11/25-12/22/2021	15.96
383	7310	Publications	1456 Chicago Tribune	PC - 32424	Online Chicago Trib Subscription-Media Services 11/26-12/23/21	7.96
Total 240 - Media Services						4,267.23

<b>Division: 250 - Human Resources</b>						
384	6100	Publication of Notices	1440 IGFOA IL Government Finance Officers Assoc	PC - 32408	IGFOA Posting 10/29-11/19/2021 Finance-Jr Accounting Specialist	250.00
385	6100	Publication of Notices	1440 IGFOA IL Government Finance Officers Assoc	PC - 32409	Job Posting-Finance-Senior Clerk (11/01/21-11/19/21)	250.00
386	6100	Publication of Notices	1753 American Public Works Association - APWA	PC - 32410	Job Postings-PW Util Foreman and PW Supt-11/04-12/19/21	650.00
387	6100	Publication of Notices	1563 American Water Works Assoc (AWWA)	PC - 32411	Job Posting-Public Works Superintendent (11/05/21-11/29/21)	299.00
388	6100	Publication of Notices	1563 American Water Works Assoc (AWWA)	PC - 32412	Job Posting-Public Works Foreman-Utilities (11/05/21-11/29/21)	299.00
<b>Total 250 - Human Resources</b>						<b>1,748.00</b>

<b>Total 20 - City Administration</b>						<b>6,705.97</b>
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<b>Department: 30 - Finance</b>						
389	7000	Office Supplies	4348 Amazon.Com	PC - 32472	12 Pack of Pens, 3 Staplers	71.72
390	7000	Office Supplies	4348 Amazon.Com	PC - 32473	Stamp Refill Ink	6.99
391	7000	Office Supplies	4348 Amazon.Com	PC - 32474	2 Packs of Pens, 1 Three Way Rounded Corner Punch	56.05
<b>Total 30 - Finance</b>						<b>134.76</b>

<b>Public Works &amp; Engineering</b>						
<b>Division: 100 - Administration</b>						
392	5310	Membership Dues	8105 National Society of Professional Engineers	PC - 32396	Membership Dues for Asst Dir of PW/Eng 02/01-01/31/2023	299.00
393	6300	R&M Software	4444 Misc Vendor for Procurement Card	PC - 32385	MSDS Software for IDOL Compliance 12/01/2021-11/30/2022	1,090.00
394	7000	Office Supplies	5087 American Society of Civil Engineers	PC - 32447	2022 Calendar	24.00
395	7200	Other Supplies	4348 Amazon.Com	PC - 32381	Memory Cards for Cameras	174.99
396	7310	Miscellaneous Expenses	1050 Journal & Topics Newspapers	PC - 32446	Journal Subscription 11/04/2021-11/04/2022	66.00
<b>Total 100 - Administration</b>						<b>1,653.99</b>



# City of Des Plaines

## Warrant Register 01/03/2022

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 530 - Street Maintenance						
397	5310	Membership Dues	5441 International Society of Arboriculture	PC - 32405	ISA Membership - Supt General Services 01/01-12/31/2022	190.00
398	7200	Other Supplies	4348 Amazon.Com	PC - 32477	Parcel Drop Box	284.65
Total 530 - Street Maintenance						474.65

Division: 535 - Facilities & Grounds Maintenance						
399	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 32475	Lights for 5th Floor Remodel at City Hall	196.00
400	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 32476	Evaporator Replacement Kit at Police Dept	212.73
401	7055	Supplies - Street R&M	4444 Misc Vendor for Procurement Card	PC - 32479	Unauthorized Charge	14.95
402	7055	Supplies - Street R&M	4444 Misc Vendor for Procurement Card	PC - 32480	Refund - Unauthorized Charge	(14.95)
403	7200	Other Supplies	1076 Sam's Club Direct	PC - 32478	Coffee - City Hall	327.48
404	7300	Uniforms	4348 Amazon.Com	PC - 32406	Uniform for Foreman	95.87
405	7300	Uniforms	4348 Amazon.Com	PC - 32407	Uniform for Foreman	149.12
Total 535 - Facilities & Grounds Maintenance						981.20

Division: 540 - Vehicle Maintenance						
406	7120	Gasoline	5038 Lee St BP	PC - 32438	Gasoline for Squad # 53 (Pumps Down) 11/16/2021	44.64
407	7300	Uniforms	4348 Amazon.Com	PC - 32395	Uniform for Foreman	73.97
408	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 32386	Computer Station for Mechanics	817.46
Total 540 - Vehicle Maintenance						936.07

<b>Total 50 - Public Works &amp; Engineering</b>					<b>4,045.91</b>
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Police Department						
Division: 610 - Uniformed Patrol						
409	5325	Training	4444 Misc Vendor for Procurement Card	PC - 32461	Lodging for FTO School 11/15-11/19/2021 (1 Ofc.)	426.24
Total 610 - Uniformed Patrol						426.24

Division: 620 - Criminal Investigation						
410	5325	Training	6264 PESI, Inc	PC - 32459	Psychopharmacology Class 12/9/2021 (1 Social Worker)	119.99
411	6015	Communication Services	8347 Browning Trail Cameras	PC - 32437	Cell Connection- Trail Camera For Surveillance 11/20-12/20/2021	29.99
412	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	PC - 32456	Investigations Database 8/1- 8/31/2021	333.87
Total 620 - Criminal Investigation						483.85

Division: 630 - Support Services						
413	5325	Training	4444 Misc Vendor for Procurement Card	PC - 32400	Fuel-Transportation to Staff and Command Class Sq #80 11/19/21	65.87

# City of Des Plaines

## Warrant Register 01/03/2022

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
414	5325	Training	4444 Misc Vendor for Procurement Card	PC - 32401	Fuel-Transportation to Staff and Command Class Sq #80 11/26/21	30.27
415	5325	Training	4444 Misc Vendor for Procurement Card	PC - 32402	Lodging for PIO Training (1 OFC) 1/30-11/3/2021	756.92
416	5325	Training	4747 Safe Kids Worldwide	PC - 32403	Training Child Safety Seat Recertification (1 CSO) 12/3/2021	95.00
417	5325	Training	4747 Safe Kids Worldwide	PC - 32404	Training Child Safety Seat Certification 4/5-4/8/2022 (1 CSO)	95.00
418	7000	Office Supplies	4348 Amazon.Com	PC - 32458	Weekly Planner	16.68
Total 630 - Support Services						1,059.74

<b>Total 60 - Police Department</b>	<b>1,969.83</b>
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Fire Department						
<b>Division: 100 - Administration</b>						
419	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	PC - 32418	Tolls Incurred Outside of Illinois-Former Deputy Chief 11/17/2021	5.68
<b>Total 100 - Administration</b>						<b>5.68</b>

<b>Division: 710 - Emergency Services</b>						
420	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 32441	EMT License Renewal 11/30/21-11/30/25-1 Engineer	21.00
421	6305	R&M Equipment	1676 Bill's Power Equipment Repair	PC - 32419	General Maintenance to Snowblowers - Station 61, 62, 63-11/04/21	573.72
422	7000	Office Supplies	4348 Amazon.Com	PC - 32414	Self Inking Rubber Date Office Stamp - Station 63	14.75
423	7000	Office Supplies	4348 Amazon.Com	PC - 32415	2 P-Touch Tape, Black/Red, 2 P-Touch Tape Black/Yellow-Stat 63	57.60
424	7200	Other Supplies	4348 Amazon.Com	PC - 32413	Shop Vac Replacement Cartridge - Station 62	18.99
425	7200	Other Supplies	8292 Safco Dental Supply LLC	PC - 32439	N95 Respirators-PO# 2021-457	3,991.40
426	7200	Other Supplies	8292 Safco Dental Supply LLC	PC - 32440	N95 Respirators-PO# 2021-457	997.85
427	7200	Other Supplies	2219 Jones & Bartlett Learning LLC	PC - 32450	2 Fire Apparatus, 2 Fire and Emerg Serv, 3 Fire Officer Books	591.89
428	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 32451	15-Seasonal Plywood for Training	81.00
429	7200	Other Supplies	2219 Jones & Bartlett Learning LLC	PC - 32452	1 Fundamentals of Firefighter Skills, 2 Fire Officer Text Books	277.28
430	7200	Other Supplies	4348 Amazon.Com	PC - 32453	Technical Rescue Field Operations Guide	89.95

# City of Des Plaines

## Warrant Register 01/03/2022

### JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
431	7200	Other Supplies	4348 Amazon.Com	PC - 32454	Cell Phone Stand, Book Ends, Binder Clips, Push Pins - Training	55.94
432	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32448	Milwaukee 1.5 Amp Batteries, Hex Nuts/Bolts, Tube Brushes, Etc.	136.34
433	7550	Miscellaneous Expenses	1743 IL Fire Chiefs Association	PC - 32416	Firefighter Memorial Casket Flag	87.00
434	7550	Miscellaneous Expenses	5131 Mug's Pizza and Ribs	PC - 32426	Meals-Sta Coverage by Outside Depts for Funeral-Sta 62 10/28/21	87.60
435	7550	Miscellaneous Expenses	5131 Mug's Pizza and Ribs	PC - 32427	Meals-Sta Coverage by Outside Depts for Funeral-Sta 63 10/28/21	48.93
436	7550	Miscellaneous Expenses	5131 Mug's Pizza and Ribs	PC - 32428	Meals-Sta Coverage by Outside Depts for Funeral-Sta 61 10/28/21	106.94
437	7550	Miscellaneous Expenses	2337 Shop & Save Market	PC - 32449	Supplies for Funeral Casket Guards	88.41
Total 710 - Emergency Services						7,326.59

<b>Total 70 - Fire Department</b>	<b>7,332.27</b>
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Department: 75 - Fire & Police Commission						
438	7550	Miscellaneous Expenses	4413 Panera Bread Company	PC - 32455	Lunch for BFPC Meeting 11/02/2021	79.59
439	7550	Miscellaneous Expenses	4745 Buona Beef Rosemont	PC - 32457	Lunch for BFPC Meeting 11/5/2021	57.59
Total 75 - Fire & Police Commission						137.18

<b>Total 100 - General Fund</b>	<b>20,331.91</b>
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Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
440	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 32460	2 Extendable Poles for TRT Mirror	71.58
Total 2620 - DEA						71.58

Program: 2640 - Forfeit						
441	7200	Other Supplies	5065 Pet Supplies Plus	PC - 32420	Food for K9 Jager 10/28/2021	67.98
442	7200	Other Supplies	5010 Petsmart Home Office, Inc	PC - 32421	Food for K9 Jager 11/16/21	129.98
Total 2640 - Forfeit						197.96

<b>Total 260 - Asset Seizure Fund</b>	<b>269.54</b>
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Fund: 400 - Capital Projects Fund						
443	6115	Licensing/Titles	2493 IL Dept of Financial & Professional Regulation	PC - 32397	License Application - 1 Engineer 11/17/2021	61.35
444	6115	Licensing/Titles	2493 IL Dept of Financial & Professional Regulation	PC - 32398	License Application - 1 Engineer 11/17/2021	61.35

# City of Des Plaines

## Warrant Register 01/03/2022

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
445	6115	Licensing/Titles	2493 IL Dept of Financial & Professional Regulation	PC - 32399 License Application - 1 Engineer 11/17/2021	61.35
<b>Total 400 - Capital Projects Fund</b>					<b>184.05</b>

<b>Fund: 420 - IT Replacement Fund</b>					
446	8005	Computer Hardware	4444 Misc Vendor for Procurement Card	PC - 32466 Remarkable Digital Tablet for City Use	711.70
<b>Total 420 - IT Replacement Fund</b>					<b>711.70</b>

<b>Fund: 500 - Water/Sewer Fund</b>					
<b>Division: 550 - Water Systems</b>					
447	7020	Supplies - Safety	4348 Amazon.Com	PC - 32431 Winter Gear for Maintenance Operator	208.70
448	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 32379 Dash Cams and Hardware for Water Equipment	817.65
449	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 32380 Hardware for Dash Cams for Water Equipment	359.10
450	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 32382 Water Filters	29.96
451	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 32383 Water Filters	670.70
452	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 32384 Water Filters	713.82
453	7070	Supplies - Water System Maintenance	4444 Misc Vendor for Procurement Card	PC - 32430 Mounts for Air Fiber Dish SCADA Communications	879.33
<b>Total 550 - Water Systems</b>					<b>3,679.26</b>

<b>Division: 560 - Sewer Systems</b>					
454	7000	Office Supplies	4348 Amazon.Com	PC - 32429 Keyboard for Acting Foreman	34.99
455	7020	Supplies - Safety	4348 Amazon.Com	PC - 32433 Winter Wear for Maintenance Operator	142.49
456	7020	Supplies - Safety	4348 Amazon.Com	PC - 32434 Winter Gear for Maintenance Operator	208.67
457	7200	Other Supplies	4348 Amazon.Com	PC - 32432 Desk Tray	18.98
<b>Total 560 - Sewer Systems</b>					<b>405.13</b>

<b>Total 500 - Water/Sewer Fund</b>					<b>4,084.39</b>
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<b>Fund: 700 - Escrow Fund</b>					
458	2229	Event - Holiday Lighting	4444 Misc Vendor for Procurement Card	PC - 32390 Light-Up Giveaways for Tree Lighting 12/3/2021	298.00
459	2229	Event - Holiday Lighting	6928 Fun Express LLC	PC - 32391 144 Light-Up Giveaways for Tree Lighting 12/3/2021	143.88
461	2229	Event - Holiday Lighting	4348 Amazon.Com	PC - 32394 Decor for Tree Lighting 12/3/2021	22.98
461	2229	Event - Holiday Lighting	6169 HRP Chicago LLC	PC - 32435 Professional Audio Engineer - Holiday Tree Lighting 12/3/2021	295.00
<b>Total 700 - Escrow Fund</b>					<b>759.86</b>

<b>Grand Total</b>					<b>26,341.45</b>
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# City of Des Plaines

## Warrant Register 01/03/2022

### Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,408,663.87	**	1/3/2022
Manual Checks	\$ 241,752.59	**	12/15/2021
Payroll	\$ 1,295,093.77		12/17/2021
RHS Payout			
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ 26,341.45	**	12/25/2021
Chicago Water Bill ACH	\$ 72,787.56		12/30/2021
Postage Meter Direct Debits	\$ 3,000.00		12/13/2021
Utility Billing Refunds	\$ 846.00		12/14/2021
Debt Interest Payment	\$ -		
FEMA Buyout	\$ -		
Property Purchase	\$ -		
IMRF Payments	\$ -		
Employee Medical Trust	\$ -		
<b>Total Cash Disbursements:</b>	<b>\$ 3,048,485.24</b>		

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

\*\* See attached report

Adopted by the City Council of Des Plaines

This Third Day of January 2022

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

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Jessica M. Mastalski, City Clerk

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Andrew Goczowski, Mayor