



## **CITY COUNCIL AGENDA**

Monday, August 15, 2022  
Regular Session – 7:00 p.m.  
Room 102

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### **CALL TO ORDER**

### **REGULAR SESSION**

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

### **PROCLAMATION**

NATIONAL SENIOR CITIZENS' DAY (AUGUST 21)

### **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. **RESOLUTION R-141-22:** Approving a One-Year Renewal Term for Contractual Sidewalk Snow Removal with DGO Premium Services Company, Des Plaines, Illinois. Budgeted Funds – Street Maintenance – Miscellaneous Contractual Services.
2. **RESOLUTION R-142-22:** Approving Task Order No. 3 with G&L Contractors, Inc., Skokie, Illinois. Budgeted Funds – Street Maintenance – Miscellaneous Contractual Services.
3. **RESOLUTION R-143-22:** Approving, in the Best Interest of the City, a First Amendment to the 2020-2022 Tree Maintenance Contract to Landscape Concepts Management, Inc., Grayslake, Illinois per 2022 Unit Pricing Submitted. Budgeted Funds – Street Maintenance – Tree Maintenance.
4. **RESOLUTION R-144-22:** Approving a Contract with Crowe, LLP for Professional Audit Services for a 3-Year Term Not-to-Exceed \$231,400. Budgeted Funds – General Fund.
5. **RESOLUTION R-145-22:** Approving the Renewal of a Multi-Year Agreement with the United States Geological Survey (USGS) for the Continued Operation and Maintenance of the River Gauge Installed on the Algonquin Road Bridge in the Not-to-Exceed Amount of \$44,400. Budgeted Funds – Sewer Maintenance.
6. **RESOLUTION R-123-22:** Approving a Lease with Nicor for an Antenna at Golf and River Roads
7. Minutes/Regular Meeting – August 1, 2022
8. **RESOLUTION R-131-22:** Approving a Side Letter Agreement to the Collective Bargaining Agreement with the Des Plaines Professional Firefighters Union – International Association of Firefighters (IAFF) Local 4211
9. Minutes/Closed Session – August 1, 2022

**UNFINISHED BUSINESS**

n/a

**NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
  - a. Warrant Register in the Amount of \$2,661,646.89 – **RESOLUTION R-146-22**
2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
  - a. Consideration of a Resolution Supporting and Consenting to Approval of a Cook County Class 6b Incentive for the Property Located at 580 South Wolf Road – **RESOLUTION R-140-22**
3. **LEGAL & LICENSING** – Alderman Carla Brookman, Chair
  - a. Consideration of a Resolution to Place a Public Question Via Referendum on the November 8, 2022 Ballot Regarding the Elimination of Term Limits – **RESOLUTION R-147-22**

**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.



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: August 3, 2022  
To: Aldermen  
From: Andrew Goczkowski, Mayor AG..  
Cc: Michael G. Bartholomew, City Manager  
Subject: Proclamation

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At the beginning of the August 15, 2022 City Council Meeting, we will be issuing a Proclamation declaring the day of Aug. 21 as National Senior Citizens Day.



**OFFICE OF THE MAYOR**

**CITY OF**

**DES PLAINES, ILLINOIS**

**WHEREAS**, senior residents are significant members of our society, investing their wisdom and experience to help enrich and better the lives of younger generations; and

**WHEREAS**, seniors are our parents, our grandparents, our uncles and aunts, our siblings, our spouses and partners, our teachers, our volunteers, our mentors, our neighbors, our friends and our co-workers; and

**WHEREAS**, on August 21, 2022, our city will commemorate Senior Citizens Day in Des Plaines, celebrating and recognizing the valuable contributions made by seniors to the betterment of our communities, families, and workplaces; and

**WHEREAS**, for the past 46 years the Frisbie Senior Center has acted as a catalyst for mobilizing the creativity, energy, vitality and commitment of the older residents of Des Plaines; and

**WHEREAS**, as our nation grows older, each community must strive to understand and address the evolving needs of seniors and their caregivers; and

**WHEREAS**, improvements are needed to strengthen our services and to work together to ensure that seniors remain healthy and age with dignity.

Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim August 21, 2022 in the City of Des Plaines as

**NATIONAL SENIOR CITIZENS DAY**

*Dated this 15<sup>th</sup> day of August, 2022*

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*Andrew Goczkowski, Mayor*



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: August 4, 2022

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

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

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

Subject: Contractual Sidewalk Snow Removal – Renewal Term

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**Issue:** The City has the option to renew the 2020/2021 sidewalk snow removal contract with DGO Premium Services Company for the upcoming 2022/2023 snow season.

**Analysis:** The Public Works and Engineering Department utilizes outside contractors to provide auxiliary support for in-house staff during snow removal operations on sidewalks within the downtown and other areas. The current contract allows for two additional one-year renewal terms. This would be the second and final renewal term which would commence on November 1, 2022 and end on April 15, 2023. Public Works and Engineering staff has contacted DGO Premium Services Company and they are agreeable to the renewal term. The rates remain the same as the 2020/2021 contract.

**Recommendation:** We recommend the one-year renewal term for Contractual Sidewalk Snow Removal contract to DGO Premium Services Company, 9214 Delphia Ave., Des Plaines, IL 60016. Funding for this contract will be from the Street Maintenance Miscellaneous Contractual Services (100-50-530-0000.6195) 2022 amount of \$5,600 and 2023 requested budget amount of \$75,000.

**Attachments:**

Attachment 1 - DGO Contracting, Inc. Contract  
Resolution R-141-22  
Exhibit A – Second Renewal

## CITY OF DES PLAINES

### CONTRACT FOR

#### Contractual Sidewalk Snow Removal

Full Name of Bidder DGO Premium Services Co. ("Bidder")  
Principal Office Address 960 Rand Rd. Suite 106 , Des Plaines ,IL,60016  
Local Office Address 960 Rand Rd. Suite 106 , Des Plaines ,IL,60016  
Contact Person Luis Olaguez Telephone Number 224-578-8648

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

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

#### 1. Work Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the removal of snow and ice from: (A) certain routes depicted as Exhibit A attached to and, by this reference, made a part of this Contract/Proposal; and (B) certain other locations the bidder may be directed by owner (collectively, the "Work Site"), all in accordance with the Special Provisions attached to and by reference, made a part of this Contract/Proposal as Exhibit B ("Special Provisions").
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

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

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

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

## **2. Contract Price Proposal**

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

A. Schedule of Prices. For providing, performing, and completing all Work, the amounts determined in accordance with Section 3 of the Special Provisions and with the Schedule of Prices attached to and by this reference made a part of this Contract/Proposal as Exhibit C;

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices;
4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

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

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

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

## **3. Contract Time**

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence on November 1, 2020, provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Proposal, and shall end on April 15, 2021. The Owner will have the right to renew this Contract/Proposal for two additional one-year renewal terms (each, a "Renewal Term") by providing Bidder with written notice of a renewal at least 60 days prior to the expiration of the Term or the applicable Renewal Term. Owner may terminate this Contract/Proposal at its convenience by providing Bidder 30 days advance notice thereof. At all times during the Term and any Renewal Term, Bidder proposes and agrees that Bidder will be available to perform the Work in accordance with this Contract/Proposal seven days per week and 24 hours per day, as directed by Owner in Owner's sole discretion, and as more fully described in the Special Provisions. Bidder shall commence the performance of work not more than one hour after receiving direction to perform Work from Owner, shall notify Owner when Bidder commences Work, and shall diligently and continuously prosecute such Work until the Work is completed, all in accordance with this Contract/Proposal.

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

Per Diem Administrative Charge:

\$ 250.00 per day/occurrence

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

## **4. Financial Assurance**

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of \$10,000.00, within 10 days after Owner's acceptance of this Contract.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's

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

**1. Workers' Compensation and Employer's Liability**

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

**2. Commercial Motor Vehicle Liability**

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

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

**3. Commercial General Liability**

Limits shall not be less than:

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

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

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

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

**4. Umbrella Liability**

Limits shall not be less than:

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

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

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

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

**5. Firm Contract**

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

**6. Bidder's Representations and Warranties**

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

**A. The Work.** The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by reputable snow removal contractors currently operating under similar circumstances in the Chicago Metropolitan Region, and (5) shall be fit, sufficient, and suitable for the purpose expressed in, or reasonable inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty.

**B. Compliance with Laws.** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.



C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1981, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

D. Qualified. Bidder has the requisite experience minimum of 5 years, ability, capital, facilities, plant, organization, and staff, including without limitation the equipment set forth in the Schedule of Equipment attached to and, by this reference, made a part of this Contract/Proposal as Exhibit D, and the personnel described in special provision, to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

## **7. Acknowledgements**

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

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

- ☒ Bidder has carefully examined and read the ITB and all related documents in their entirety.
- ☒ The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- ☒ Bidders has provided a list of 3 municipal client references
- ☒ Bidder has fully completed the entire Contract form, including the Total Contract Price.
- ☒ Bidder has submitted a certified check or bid bond, as required by the Instructions to Bidders
- ☒ Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. \_\_\_\_\_ [BIDDERS MUST INSERT ALL ADDENDA NUMBERS], has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- ☒ Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: July 23, 2020

Bidder's Status: ( ) X Corporation ( ) \_\_\_\_\_ Partnership ( ) Individual Proprietor  
(State) (State)

Bidder's Name: DGO Premium Services Co.

Doing Business As (if different): \_\_\_\_\_

Signature of Bidder or Authorized Agent: \_\_\_\_\_ Date: 07/23/2020

(corporate seal) Printed Name: Luis Olaguez  
(if corporation)

Title/Position: President

Bidder's Business Address: 960 Rand Rd. Suite 106, Des Plaines, IL 60016

Bidder's Business Telephone: 224-578-8648 Facsimile: 847-344-1110

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

NAME	TITLE	ADDRESS
Luis Olaguez	President	960 Rand Rd, Suite 106, Des Plaines, IL, 60016

## ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines ("Owner") as of 9/15, 2020.

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

**CITY OF DES PLAINES**

Signature: 

Printed name: Michael G. Bartholomew

Title: City Manager

#12787998\_v1

APPROVED AS TO FORM ONLY



9/15/20

Des Plaines General Counsel

Dated



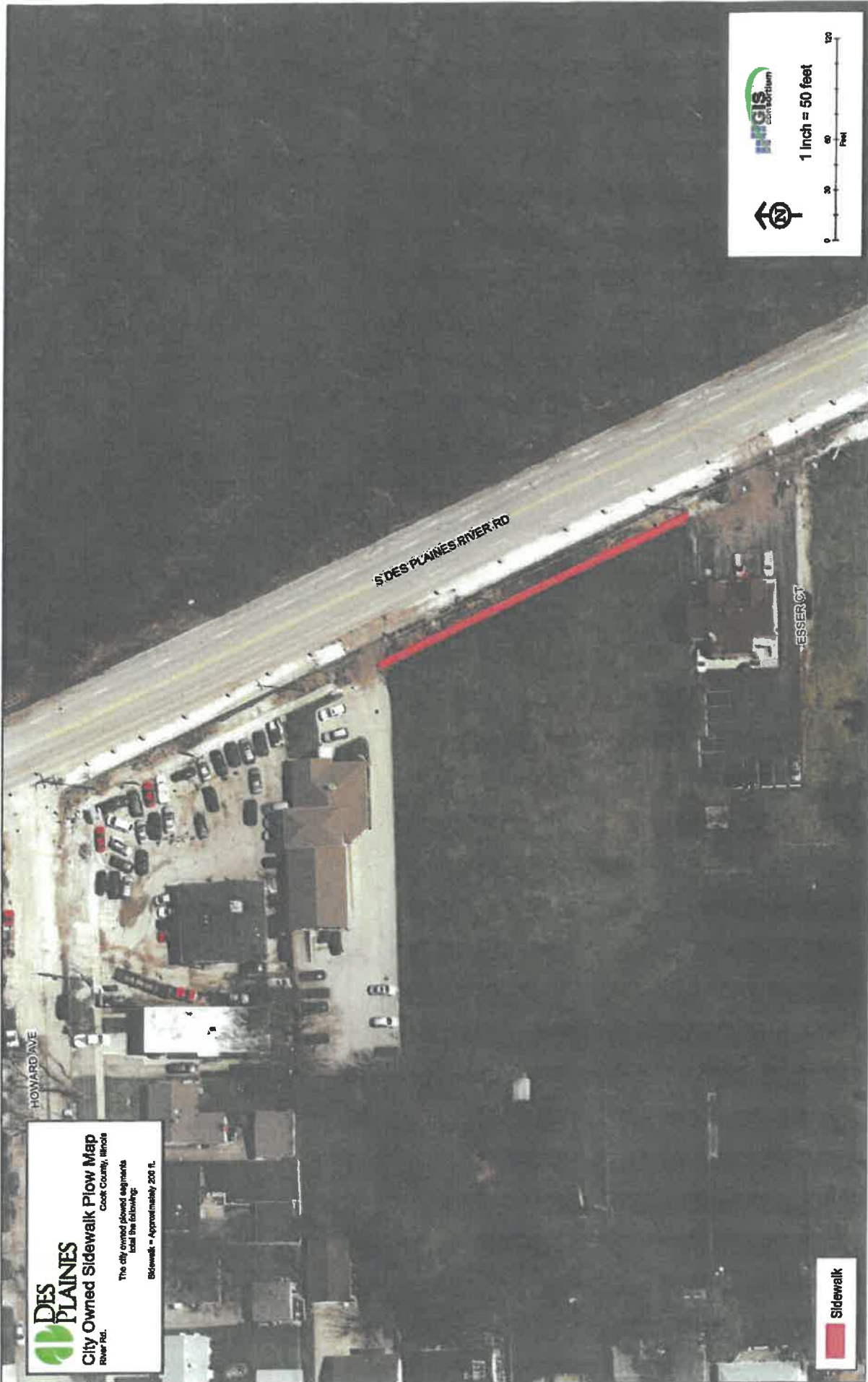
# EXHIBIT A ROUTE #1







EXHIBIT A ROUTE #3







## EXHIBIT B

### SPECIAL PROVISIONS

The Contractor shall furnish and provide all labor, materials, tools, equipment, and machinery necessary to perform and complete in a good and workmanlike manner the work required for:

#### **Snow Removal from various sidewalks as assigned by the City.**

**1. The Work:**

- a. **Clearing of Sidewalks.** The selected Bidder ("**Contractor**") will, when directed by the City, cause its personnel and equipment to travel and operate along, and remove all ice and snow from, the entire length of the City's sidewalk snow routes (each, a "**Pass**"), which sidewalk snow routes are depicted on Exhibit A to the Contract/Proposal (each, a "**Route**" and collectively, the "**Routes**"), all in accordance with the requirements of the Contract/Proposal and these Special Provisions. Each Pass on each Route will be deemed completed when: (i) the Contractor's personnel and equipment have travelled the entire Route; (ii) in the course of travelling the Route, the Contractor's personnel and equipment have completely cleared all paved sidewalk surfaces within the Route of snow and ice to bare pavement from edge of sidewalk to edge of sidewalk; and (iii) the City has determined that the Work complies with the requirements of the Contract/Proposal and these Special Provisions and has accepted the Work in writing. The City may direct the Contractor to perform and complete multiple Passes of the same Route or Routes during a given snow event, but the Contractor will not begin any Pass without prior authorization by the City.
- b. **Clearing of Other Locations.** The selected Bidder also will, at the direction of the City, remove all ice and snow from paved sidewalk surfaces at locations within the City other than the Routes ("**Additional Locations**"), all in accordance with the requirements of the Contract/Proposal and these Special Provisions. The Work at the Additional Locations will be deemed completed when: (i) the selected Bidder has completely cleared each paved surface within the Additional Locations of snow and ice to bare pavement from edge of sidewalk to edge of sidewalk; and (ii) the City has determined that the Work at the Additional Locations complies with the requirements of the Contract/Proposal and these Special Provisions and has accepted such Work in writing.
- c. **Application of Deicing Material on Sidewalks.** The selected Bidder ("**Contractor**") will, when directed by the City, cause its personnel and equipment to travel and operate along, and apply deicing materials for the removal of all ice and snow from, the entire length of the City's sidewalk snow routes (each, a "**Pass**"), which sidewalk snow routes are depicted on Exhibit A to the Contract/Proposal (each, a "**Route**" and collectively, the "**Routes**"), all in accordance with the requirements of the Contract/Proposal and these Special Provisions. Each Pass on each Route will be deemed completed when: (i) the Contractor's personnel and equipment have travelled the entire Route; (ii) in the course of travelling the Route, the Contractor's personnel and equipment have completely cleared all paved sidewalk surfaces within the Route of snow and ice to bare pavement from edge of sidewalk to edge of sidewalk; and (iii) the City has determined that the Work complies with the requirements of the Contract/Proposal and these Special Provisions and has accepted the Work in writing.

The City may direct the Contractor to perform and complete multiple Passes of the same Route or Routes during a given snow event, but the Contractor will not begin any Pass without prior authorization by the City.

**2. Pricing Schedule:**

- a. **Pricing for Work on the Routes.** Each Bidder will submit proposed unit prices for each completed Pass along each Route by completing the Schedule of Prices set forth in Exhibit C to the Contract/Proposal ("*Schedule of Prices*").
- b. **Pricing for the Work at the Additional Locations.** Each Bidder will submit proposed hourly time and material prices for performing the Work at the Additional Locations by completing the Schedule of Prices.

**3. Payment:**

- a. **Payment for Work on the Routes.** Payment for the Work on the Routes will be calculated by multiplying (i) the number of Passes through each Route completed by the Contractor and accepted by the City by (ii) the unit price for completing each Pass through each Route set forth in the Schedule of Prices.
- b. **Payment for Work at the Additional Locations.** Payment for the Work at the Additional Locations will be calculated by multiplying (i) the number of hours worked by each vehicle set forth in the Schedule of Prices by (ii) the hourly rate set forth in the Schedule of Prices corresponding to each respective vehicle.

4. **Notification, Commencement, and Completion:** The Contractor and its personnel and equipment will be available to perform all Work as directed by the City and in accordance with the Contract/Proposal and these Special Provisions at all times (seven days per week, 24 hours per day) during the winter season. The Contractor will commence Work no later than one hour after the Contractor receives direction to perform Work from the City. The Contractor will diligently and continuously prosecute all Work until completion. The Contractor will notify the City upon 50 percent completion of each authorized Pass through each Route. If the City directs the Contractor to perform any additional Passes through any of the Routes, the Contractor will commence such Passes no later than one hour after receipt of such direction and will notify the City upon 50 percent completion of each additional authorized Pass. The Contractor will not commence any Pass through any Route without specific prior direction from the City. The Contractor will identify a Superintendent whom the City can reach by telephone 24 hours a day, 7 days a week, for the purpose of directing the Contractor to commence any Work.

5. **Time to Complete Pass:** Each Pass through each Route will be completed in accordance with the following schedule of completion time:

AMOUNT OF SNOW	TIME TO COMPLETE PASS
0 TO 4 INCHES	5 HOURS
4.1 TO 6 INCHES	10 HOURS

6.1 TO 10 INCHES	12 HOURS
10.0 INCHES OR ABOVE	12 HOURS+1 HOUR FOR EACH INCH ABOVE 10 INCHES

The City's private weather notification service, Continental Weather Service, will determine the number of inches of snowfall within the City per each snow event for the purpose of determining the time to complete each Pass pursuant to this Section 5.

**6. Equipment:**

- a. **Necessary Equipment.** The Contractor will furnish all equipment necessary to perform the Work in accordance with the terms of the Contract/Proposal and these Special Provisions (collectively, the "**Equipment**"), which Equipment is more fully described in the Schedule of Equipment completed by the Contractor and attached to the Contract/Proposal as **Exhibit D**. The Contractor represents and warrants that the Equipment will, at all times during the term of the Contract/Proposal, be available for use by the Contractor to perform the Work as directed by the City and in accordance with the Contract/Proposal and these Special Provisions.
  - b. **Maintenance, Repair, and Replacement.** At all times during the Contract/Proposal term, the Contractor will, at its sole cost and expense, keep the Equipment in a good working condition suitable for its intended use to perform the Work. If any Equipment becomes unavailable for use by the Contractor to perform the Work for any reason, the Contractor will, at its sole cost and expense, replace that Equipment with substantially similar Equipment that will be available for use by the Contractor to perform the Work as directed by the City and in accordance with the Contract/Proposal and these Special Provisions. The Equipment will be clearly marked with the company name and/or logo and the phone number of the Contractor.
7. **Employees:** The Contractor will employ personnel with the training, skills, and experience, and will employ a sufficient number of such personnel, to complete the Work in accordance with the Contract/Proposal and these Special Provisions. Prior to the commencement of the Work, the Contractor will provide a list of all personnel who will perform the Work for the City under the Contract/Proposal. If any personnel will operate Equipment that requires the operator to have a Commercial Drivers' License, the Contractor will furnish to the City evidence acceptable to the City that such personnel has obtained all required licenses and approvals. If any personnel fails to perform the Work in a manner satisfactory to the City or in accordance with the Contract/Proposal and these Special Provisions, the Contractor will immediately upon notice from the City remove and replace such personnel. The Contractor shall have no claim for damages, for compensation in excess of the amount contained in the Schedule of Prices, or for a delay or extension of the Time to Complete Pass as a result of any such removal or replacement.
8. **Snow and Ice Procedures:** In addition to the requirements of the Contract/Proposal and these Special Conditions, the Contractor will perform and complete all Work in accordance with the Salt Institute's snow and ice control procedures.

9. **General Instructions:** Unless otherwise instructed by the City in writing, the Contractor will perform and complete all Work and Additional Work in accordance with the following instructions:

- A. The Contractor will not plow or pile snow into, or cause snow to obstruct, driveways, intersections, landscape islands with shrubbery, handicap parking stalls, or fire hydrants.
- B. All snow and ice must be removed from the entire surface of the sidewalk, providing a full and safe pathway for citizens.
- C. The Contractor will not pile snow at any location where piled snow would obstruct the ability of motor vehicle operators and pedestrians to see other motor vehicles and pedestrians approaching and within any intersection or driveway.
- D. Contractor shall not use equipment that could scratch, mar, scrape or damage any sidewalks. It is recommended that equipment for snow clearing be equipped with either a rubber/plastic/composite cutting edge. Any damage to sidewalks from misuse of equipment, improper equipment or improper materials shall be repaired by the contractor.
- E. Only calcium magnesium acetate (CMA) or approved equal may be used on the brick paver/granite sidewalks in the downtown area.

10. **Mandatory Meetings:**

- a. **Pre-Operations Meeting:** Prior to commencing any Work, the Contractor will attend a Pre-Operations Meeting conducted at the Public Works Building, 1111 Joseph Schwab Rd., Des Plaines. The Director of Public Works & Engineering will set the date and time of the Pre-Operations Meeting after execution of the Contract/Proposal by both parties. The Contractor's designated full-time Superintendent must attend the Pre-Operations meeting. At the Pre-Operations Meeting, the following information must be submitted by the Contractor to City staff for their review and approval:
  - i. Superintendent 24-hour emergency phone number, field phone number, pager number and cellular telephone number.
  - ii. List of Subcontractors, including quantity and type of work to be sublet, their qualifications, references and certified copies of their subcontract agreement.
- b. **Winter Operations Meetings.** The Contractor will, upon request, meet with City staff during the winter season to discuss the performance of the Work. The Superintendent will attend all such meetings.

11. **Inspection:** Bidders are required to inspect the site and to have satisfied themselves as to the condition, the requirements of the location and the obstacles that may be encountered prior to the operation. Any deficiencies related to parkway or road damage must be noted and reviewed with the City.

12. **Annual Inspections:** Contractor and the City will jointly perform annual inspections of the Routes in October and May of each year to determine any damage to public and private property caused by Contractor's performance of the Work. In accordance with Section 1.C of the Contract/Proposal, the Contractor shall be responsible for all damage to any City property and any other property, including without limitation parkway landscaping, curbing, pavement, signs, and mailboxes.



**EXHIBIT C****SCHEDULE OF PRICES****BID FOR WORK ON ROUTES**

	<b>2020-21 SEASON</b>
COST FOR SIDEWALK SNOW REMOVAL PER PASS-ROUTE #1	\$ 1,600.00
COST FOR SIDEWALK SNOW REMOVAL PER PASS-ROUTE #2	\$ 100.00
COST FOR SIDEWALK SNOW REMOVAL PER PASS-ROUTE #3	\$ 100.00
COST FOR SIDEWALK SNOW REMOVAL PER PASS-ROUTE #4	\$ 100.00
COST PER APPLICATION OF DEICING MATERIAL PER PASS-ROUTE #1	\$ 1,600.00
COST PER APPLICATION OF DEICING MATERIAL PER PASS-ROUTE #2	\$ 100.00
COST PER APPLICATION OF DEICING MATERIAL PER PASS-ROUTE #3	\$ 100.00
COST PER APPLICATION OF DEICING MATERIAL PER PASS-ROUTE #4	\$ 100.00

**BID FOR WORK AT ADDITIONAL LOCATIONS**

COST PER LABORER PER HOUR	\$ 100.00
COST PER 2 WHEEL MACHINE PER HOUR	\$ 100.00
COST PER 4 WHEEL MACHINE PER HOUR	\$ 200.00
COST PER POUND OF CMA APPLIED	\$ 2.00
COST PER POUND OF ROCK SALT APPLIED	\$ 2.00

**EXHIBIT D  
SCHEDULE OF EQUIPMENT**



**DGO PREMIUM  
SERVICES CO.**

**VEHICLE LIST  
INFORMATION**

NUMBER	VEHICLE	MAKE	YEAR	PLATE
1	CHEVROLET	SILVERADO	2017	2203258 B
2	CHEVROLET	SILVERADO	2017	2203278 B
3	CHEVROLET	SILVERADO	2017	2203277 B
4	CHEVROLET	BOX EXPRES VAN	2017	463016 D
5	CHEVROLET	SILVERADO Ext	2019	2406361 B
6	CHEVY ALL C.	VAN 12000	2006	361545 D
7	GMC GOLD	2500 HD 4X4	2004	2269743 B
8	ISUSU	NPR	1999	108772 F
9	CHEVROLET	SILVERADO	2007	2654937 B
10	GMC	CARGO VAN	2009	265723B
11	TRAILER	WELLS CARGO	2018	332331TB
12	CHEVY GRIS	1500 4x4	2004	2668348B
13	GMC BOX	CUTAWY	2011	450652 D
14	FORD NEGRA	F-250 4X4	2001	2207986 B
15	GMC ROJA	TRUCK 1500 4X4	2003	1880972 B
16	CHEVY GUINDA	1500 4x4	2007	2827294B
17	ISUZU	NPR 7SN	2015	140865F
18	ISUZU	NPR 7SN	2015	141486 F
19	FORD	SUPER DUTY F-450	2016	138428 F
20	FREIGHTLINER	FL-70	2000	134828H
21	HINO	338	2019	172586H
22	CHEVROLET	1500	2018	2660150B
23	CHEVROLET	4500HD	2017	145039F
24	CHEVROLET	Silverado 2500 HD 2DR	2016	1976729
25	STERLING	LT8500	2003	40261R
26	CHEVROLET	4500HD	2017	145037F
27	Public - ATV/UTV	CC: 500	2003	
28	Public - ATV/UTV	CC: 570	2014	
29	Public - ATV/UTV	CC: 550	2002	
30	Public - ATV/UTV	CC: 500	2007	
31	Public - ATV/UTV	CC: 550	2010	
32	Salt Dagg 2000	2000	2005	
33	1500 Poly Vbox Salt Spreader	1500	2007	
34	1500 Poly Vbox Salt Spreader	1500	2006	
35	1500 Poly Vbox Salt Spreader	1500	2007	
36	1500 Poly Vbox Salt Spreader	1500	2006	
37	1500 Poly Vbox Salt Spreader	1500	2004	

**CITY OF DES PLAINES**

**RESOLUTION R - 141 - 22**

**A RESOLUTION APPROVING THE SECOND RENEWAL  
OF A CONTRACT WITH DGO PREMIUM SERVICES CO.  
FOR SIDEWALK SNOW REMOVAL 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 September 8, 2020, City Council adopted Resolution R-154-20, approving a one-year contract ("**Contract**") with DGO Premium Services Co. ("**Contractor**") for sidewalk snow removal work ("**Work**") during the 2020/2021 snow season; and

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

**WHEREAS**, the City and Contractor desire renew the Contract for a second one-year term beginning November 1, 2022 and ending April 15, 2023 in the not-to-exceed amount of \$150,000 ("**Second Renewal**"); and

**WHEREAS**, in accordance with Section 1-10-2 of the City Code of the City of Des Plaines ("**City Code**") and the City purchasing policy, the City Council has determined to waive competitive bidding for procurement of the Work; and

**WHEREAS**, sufficient funds have been appropriated to procure the Work during the 2022 fiscal year in the Street Maintenance Miscellaneous Contractual Services Fund; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements and approve the Second Renewal with Contractor;

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

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

**SECTION 2: WAIVER OF COMPETITIVE BIDDING.** Pursuant to Section 1-10-2 of the City Code and the City purchasing policy, the City Council hereby waives the requirement that competitive bids be solicited for the procurement of the Work by the City.

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

**SECTION 4: AUTHORIZATION TO EXECUTE SECOND RENEWAL.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Second Renewal after receipt by the City Clerk of at least two executed copies of the Second Renewal from Contractor; provided, however, that if the City Clerk does not receive such executed copies of the Renewal from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Second Renewal, 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**

DP-Resolution Approving Renewal of Contract with DGO Premium Services Company for Sidewalk Snow Removal 2022-2023

## SECOND RENEWAL OF THE AGREEMENT WITH DGO PREMIUM SERVICES COMPANY FOR SIDEWALK SNOW REMOVAL SERVICES

THIS **SECOND RENEWAL** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Des Plaines, an Illinois home rule municipal corporation ("**City**"), and DGO Premium Services Company ("**Contractor**"). In consideration of the recitals and mutual covenants and agreements set forth in this Second Renewal, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

### **Section 1. Recitals.**

A. The City and the Contractor entered into that certain "Contract for Contractual Sidewalk Snow Removal" dated September 8, 2020 ("**Agreement**"), pursuant to which Agreement the Contractor agreed to perform certain snow and ice removal services for the City ("**Services**").

B. Section 3 of the Agreement states that that the initial term of the Agreement began November 1, 2020 and ends April 15, 2021.

C. Section 3 of the Agreement provides that the Agreement may be renewed for two additional one-year renewal terms.

D. On September 7, 2021, the Owner and the Contractor renewed the Contract for a one-year renewal term that terminated on April 15, 2022 ("**First Renewal**").

E. The City and Contractor desire to renew the Agreement for an additional one-year renewal term that will begin on November 1, 2022 and terminate on April 15, 2023 ("**Second Renewal Term**") in accordance with the provisions, terms, and conditions of this Second Renewal.

F. Contractor has agreed to charge the City the same rates during the Renewal Term for the Services as set forth in the Schedule of Prices attached to the Agreement as Exhibit C ("**Schedule of Prices**").

### **Section 2. Definitions.**

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

### **Section 3. Second Renewal of the Agreement.**

Pursuant to Section 3 the Agreement, the City and the Contractor hereby renew the Agreement for the Renewal Term. During the Renewal Term, the City will pay the Contractor for the Services in accordance with the Schedule of Prices.

### **Section 4. Effect.**

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

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

**CITY OF DES PLAINES**

By: \_\_\_\_\_  
Michael G. Bartholomew, City Manager

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

**ATTEST:**

By: \_\_\_\_\_  
Jessica Mastalski, City Clerk

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

**DGO PREMIUM SERVICES COMPANY**

By: \_\_\_\_\_  
Luis Olaguez, President

Date: 07/19/2022

**WITNESS:**

By: \_\_\_\_\_  
Ann Olaguez

Date: 07/19/2022



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: August 4, 2022

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

From: Tom Bueser, Superintendent of General Services *JB*  
Joe Coons, Superintendent

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

Subject: Task Order #3, G&L Contractors, Inc.

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**Issue:** The City has a Professional Services Master Contract with G&L Contractors, Inc. for snow plowing services. Each task order requires City Council approval.

**Analysis:** The Public Works and Engineering Department utilizes outside contractors to provide auxiliary support for in-house staff during snow removal operations on City maintained roads.

The master contract includes dead end streets and cul de sacs in the Fourth, Seventh and Eighth Wards. The Public Works and Engineering staff has contacted G & L Contractors, who performed well during the last seven years of the contract. The company will have an approximately 7.6% increase in pricing from the previous year. G&L Contractor's maintenance staff has knowledge of the City's routes, department expectations for this public safety service, and has shown reliable response and results to scheduled and emergency calls.

**Recommendation:** We recommend in the best interest of the City, that the City Council approve Task Order #3 with G&L Contractors, Inc., 7401 North St. Louis Avenue, Skokie, Illinois, 60076. Funding for this contract will be from the Street Maintenance Miscellaneous Contractual Services (100-50-530-0000.6195) 2022 remaining amount of \$53,429 and 2023 requested budget amount of \$100,000.

**Attachments:**

Resolution R-142-22  
Exhibit A – Task Order #3

**CITY OF DES PLAINES**

**RESOLUTION R - 142 - 22**

**A RESOLUTION APPROVING TASK ORDER NO. 3 WITH  
G&L CONTRACTORS, INC. FOR SNOW PLOWING  
SERVICES.**

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

**WHEREAS**, on August 17, 2020, the City Council approved Resolution R-146-20, which authorized the City to enter into a master contract ("**Master Contract**") with G&L Contractors, Inc. ("**Contractor**") to perform snow plowing services for the City as such services are needed over time ("**Plowing Services**") pursuant to task orders issued by the City in accordance with the Master Contract; and

**WHEREAS**, Contractor submitted a proposal in the not-to-exceed amount of \$100,000 to perform the Plowing Services for the 2022/2023 snow season; and

**WHEREAS**, the City has a positive existing relationship with the Contractor, the Contractor having satisfactorily performed Plowing Services for the City in the past; and

**WHEREAS**, the City desires to enter into Task Order No. 3 under the Master Contract for the procurement of the Plowing Services from Contractor in the not-to-exceed amount of \$100,000 ("**Task Order No. 3**"); and

**WHEREAS**, the City has sufficient funds in the Street Maintenance Miscellaneous Contractual Services Fund for the procurement of the Plowing Services from Contractor; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements in the City Code and enter into and Task Order No. 3 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: WAIVER OF COMPETITIVE BIDDING.** The requirement that competitive bids be solicited for the procurement of the Construction Services is hereby waived.



**SECTION 3: APPROVAL OF TASK ORDER NO. 3.** The City Council hereby approves Task Order No. 3 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 4: AUTHORIZATION TO EXECUTE TASK ORDER NO. 3.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Task Order No. 3 only after receipt by the City Clerk of at least one executed copy of final Task Order No. 3 from Contractor; provided, however, that if the City Clerk does not receive one executed copy of final Task Order No. 3 from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal final Task Order No. 3 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**

DP-Resolution Approving Task Order No. 3 with G&L Contractors for Snow Plowing Services

**TASK ORDER #3**

In accordance with Section 1.2 of the Master Contract dated August 18, 2020 between G&L Contractors, Inc. (the “Contractor”), the City of Des Plaines (the “City”), the Parties agree to the following Task Number 3:

**1. Contracted Services:**

2022-2023 Snow Plowing Services.

**2. Project Schedule:** November 1, 2022 through October 31, 2023.

**3. Project Completion Date:** 10/31/23

All contracted services will be completed on or before October 31, 2023.

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

See Attachment B

**5. Additional Changes to the Master Contract (if applicable):** Not applicable.

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

CITY

G&L Contractors, Inc.

\_\_\_\_\_  
Signature

Director of Public Works & Engineering

\_\_\_\_\_, 2022

Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_, 2022

Date

If greater than, \$2,500, the City Manager's signature is required.

\_\_\_\_\_  
Signature

City Manager

\_\_\_\_\_, 2022

Date

If greater than \$20,000, the City Council must approve the Task Order in advance and the City Manager's signature is required.

\_\_\_\_\_  
Signature

City Manager

\_\_\_\_\_, 2022

Date

#26478055\_v1



**CONTRACTORS, INC.**

7401 N. St. Louis Ave. · Skokie, IL 60076

847-679-7980 · Fax 847-679-7981

July 21, 2022

Public Works and Engineering Department

1111 Joseph Schwab Rd.,

Des Plaines IL 60016

Attn: Tom Bueser

Via Email:TBueser@desplaines.org

Tom,

Please be advised that due to the recent fuel cost increases, G&L Contractors, Inc. is asking for a rate increase on the 2022/2023 seasonal rate on our established snow plowing contract. The requested rate is listed on the "Exhibit C" attachment. We are requesting an increase of \$152 for route 1 per pass and an increase of \$180 for route 2 per pass. The balance of the contract will remain as drafted. We look forward to continuing our work with the City of Des Plaines.

Please feel free to contact me with any questions or concerns.

Thank You,

Michael Gora

President

(Enc.) 1- Exhibit C



# The City of Des Plaines Contractual Snow Plow Map

Cook County, Illinois



## Contractual Bid Route

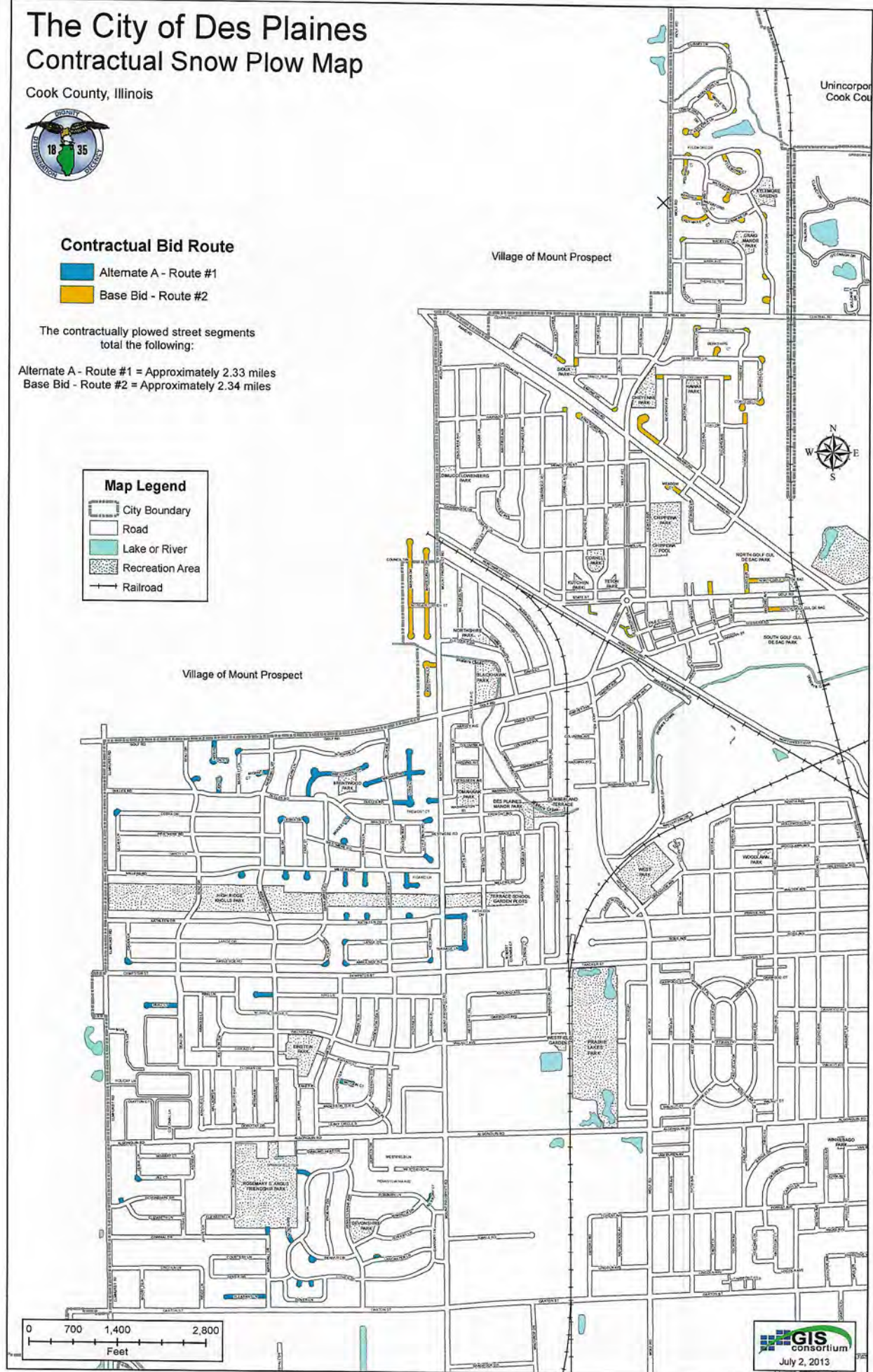
- Alternate A - Route #1
- Base Bid - Route #2

The contractually plowed street segments total the following:

Alternate A - Route #1 = Approximately 2.33 miles  
Base Bid - Route #2 = Approximately 2.34 miles

## Map Legend

- City Boundary
- Road
- Lake or River
- Recreation Area
- Railroad



## **EXHIBIT B**

### **SPECIAL PROVISIONS**

The Contractor shall furnish and provide all labor, materials, tools, equipment, and machinery necessary to perform and complete in a good and workmanlike manner the work required for:

**Snow Removal from various roads as assigned by the City.**

**1. The Work:**

- a. **Clearing of Routes.** The selected Bidder ("*Contractor*") will, when directed by the City, cause its personnel and equipment to travel and operate along, and plow and remove all ice and snow from, the entire length of the City's snow plow routes (each, a "*Pass*") which snow plow routes are depicted on Exhibit A to the Contract/Proposal (each, a "*Route*" and collectively, the "*Routes*"), all in accordance with the requirements of the Contract/Proposal and these Special Provisions. Each Pass on each Route will be deemed completed when: (i) the Contractor's personnel and equipment have travelled the entire Route; (ii) in the course of travelling the Route, the Contractor's personnel and equipment have completely plowed and cleared all paved surface within the Route of snow and ice to bare pavement from curb to curb; and (iii) the City has determined that the Work complies with the requirements of the Contract/Proposal and these Special Provisions and has accepted the Work in writing. The City may direct the Contractor to perform and complete multiple Passes of the same Route or Routes during a given snow event, but the Contractor will not begin any Pass without prior authorization by the City.
- b. **Clearing of Other Locations.** The selected Bidder also will, at the direction of the City, plow and remove all ice and snow from paved surfaces at locations within the City other than the Routes ("*Additional Locations*"), all in accordance with the requirements of the Contract/Proposal and these Special Provisions. The Work at the Additional Locations will be deemed completed when: (i) the selected Bidder has completely cleared each paved surface within the Additional Locations of snow and ice to bare pavement from curb to curb; and (ii) the City has determined that the Work at the Additional Locations complies with the requirements of the Contract/Proposal and these Special Provisions and has accepted such Work in writing.
- c. **Salt Application Excluded.** The Contractor will NOT be responsible for the application of salt or any other material or treatment to any of the paved surfaces within the Routes or the Additional Locations. The Work only includes plowing and removal of ice and snow from the Routes and any Additional Locations.

**2. Pricing Schedule:**

- a. **Pricing for Work on the Routes.** Each Bidder will submit proposed unit prices for each completed Pass along each Route by completing the Schedule of Prices set forth in Exhibit C to the Contract/Proposal ("*Schedule of Prices*").
- b. **Pricing for the Work at the Additional Locations.** Each Bidder will submit proposed hourly time and material prices for performing the Work at the Additional Locations by completing the Schedule of Prices.



**3. Payment:**

- a. **Payment for Work on the Routes.** Payment for the Work on the Routes will be calculated by multiplying (i) the number of Passes through each Route completed by the Contractor and accepted by the City by (ii) the unit price for completing each Pass through each Route set forth in the Schedule of Prices.
- b. **Payment for Work at the Additional Locations.** Payment for the Work at the Additional Locations will be calculated by multiplying (i) the number of hours worked by each vehicle set forth in the Schedule of Prices by (ii) the hourly rate set forth in the Schedule of Prices corresponding to each respective vehicle.

4. **Notification, Commencement, and Completion:** The Contractor and its personnel and equipment will be available to perform all Work as directed by the City and in accordance with the Contract/Proposal and these Special Provisions at all times (seven days per week, 24 hours per day) during the winter season. The Contractor will commence Work no later than one hour after the Contractor receives direction to perform Work from the City. The Contractor will diligently and continuously prosecute all Work until completion. The Contractor will notify the City upon 50 percent completion of each authorized Pass through each Route. If the City directs the Contractor to perform any additional Passes through any of the Routes, the Contractor will commence such Passes no later than one hour after receipt of such direction and will notify the City upon 50 percent completion of each additional authorized Pass. The Contractor will not commence any Pass through any Route without specific prior direction from the City. The Contractor will identify a Superintendent whom the City can reach by telephone 24 hours a day, 7 days a week, for the purpose of directing the Contractor to commence any Work.

5. **Time to Complete Pass:** Each Pass through each Route will be completed in accordance with the following schedule of completion time:

AMOUNT OF SNOW	TIME TO COMPLETE PASS
0 TO 4 INCHES	4 HOURS
4.1 TO 6 INCHES	8 HOURS
6.1 TO 10 INCHES	10 HOURS
10.0 INCHES OR ABOVE	12 HOURS+1 HOUR FOR EACH INCH ABOVE 10 INCHES

The City's private weather notification service, Continental Weather Service, will determine the number of inches of snowfall within the City per each snow event for the purpose of determining the time to complete each Pass pursuant to this Section 5.

**6. Equipment:**

- a. **Necessary Equipment.** The Contractor will furnish all vehicles and equipment necessary to perform the Work in accordance with the terms of the Contract/Proposal and these Special Provisions (collectively, the "*Equipment*"), which Equipment is more fully described in the Schedule of Equipment completed by the Contractor and attached to the Contract/Proposal as Exhibit D. The Contractor represents and warrants that the Equipment will, at all times during the term of the Contract/Proposal, be available for use by the Contractor to perform the Work as directed by the City and in accordance with the Contract/Proposal and these Special Provisions.
  - b. **Maintenance, Repair, and Replacement.** At all times during the Contract/Proposal term, the Contractor will, at its sole cost and expense, keep the Equipment in a good working condition suitable for its intended use to perform the Work. If any Equipment becomes unavailable for use by the Contractor to perform the Work for any reason, the Contractor will, at its sole cost and expense, replace that Equipment with substantially similar Equipment that will be available for use by the Contractor to perform the Work as directed by the City and in accordance with the Contract/Proposal and these Special Provisions. The Equipment will be clearly marked with the company name and/or logo and the phone number of the Contractor.
7. **Employees:** The Contractor will employ personnel with the training, skills, and experience, and will employ a sufficient number of such personnel, to complete the Work in accordance with the Contract/Proposal and these Special Provisions. Prior to the commencement of the Work, the Contractor will provide a list of all personnel who will perform the Work for the City under the Contract/Proposal. If any personnel will operate Equipment that requires the operator to have a Commercial Drivers' License, the Contractor will furnish to the City evidence acceptable to the City that such personnel has obtained all required licenses and approvals. If any personnel fails to perform the Work in a manner satisfactory to the City or in accordance with the Contract/Proposal and these Special Provisions, the Contractor will immediately upon notice from the City remove and replace such personnel. The Contractor shall have no claim for damages, for compensation in excess of the amount contained in the Schedule of Prices, or for a delay or extension of the Time to Complete Pass as a result of any such removal or replacement.
  8. **Snow and Ice Procedures:** In addition to the requirements of the Contract/Proposal and these Special Conditions, the Contractor will perform and complete all Work in accordance with the Salt Institute's snow and ice control procedures.
  9. **General Plowing Instruction:** Unless otherwise instructed by the City in writing, the Contractor will perform and complete all Work and Additional Work in accordance with the following instructions:
    - A. The Contractor will not plow or pile snow into, or cause snow to obstruct, driveways, intersections, landscape islands with shrubbery, handicap parking stalls, or fire hydrants.
    - B. The Contractor will clear ice and snow from all paved surfaces from curb to curb.
    - C. The Contractor will clear ice and snow from an entire cul-de-sac pavement area if no center island exists within the cul-de-sac.
    - D. If a center island exists within a cul-de-sac, the Contractor will pile snow on the cul-de-sac islands, not parkways.



- E. The Contractor will not pile snow at any location where piled snow would obstruct the ability of motor vehicle operators and pedestrians to see other motor vehicles and pedestrians approaching and within any intersection or driveway.

**10. Mandatory Meetings:**

- a. **Pre-Operations Meeting:** Prior to commencing any Work, the Contractor will attend a Pre-Operations Meeting conducted at the Public Works Building, 1111 Joseph Schwab Rd., Des Plaines. The Director of Public Works & Engineering will set the date and time of the Pre-Operations Meeting after execution of the Contract/Proposal by both parties. The Contractor's designated full-time Superintendent must attend the Pre-Operations meeting. At the Pre-Operations Meeting, the following information must be submitted by the Contractor to City staff for their review and approval:
    - i. Superintendent 24-hour emergency phone number, field phone number, pager number and cellular telephone number.
    - ii. List of Subcontractors, including quantity and type of work to be sublet, their qualifications, references and certified copies of their subcontract agreement.
  - b. **Winter Operations Meetings.** The Contractor will, upon request, meet with City staff during the winter season to discuss the performance of the Work. The Superintendent will attend all such meetings.
- 11. Inspection:** Bidders are required to inspect the site and to have satisfied themselves as to the condition, the requirements of the location and the obstacles that may be encountered prior to the operation. Any deficiencies related to parkway or road damage must be noted and reviewed with the City.
- 12. Annual Inspections:** Contractor and the City will jointly perform annual inspections of the Routes in October and May of each year to determine any damage to public and private property caused by Contractor's performance of the Work. In accordance with Section 1.C of the Contract/Proposal, the Contractor shall be responsible for all damage to any City property and any other property, including without limitation parkway landscaping, curbing, pavement, signs, and mailboxes.

## SCHEDULE OF PRICES

	2022 / 2023 SEASON
COST FOR PLOWING PER PASS- ROUTE 1	\$ 2,156.00
COST FOR PLOWING PER PASS- ROUTE 2	\$ 2,520.00

[illegible]



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

1111 Joseph J. Schwab Road

Des Plaines, IL 60016

P: 847.391.5464

desplaines.org

MEMORANDUM

Date: August 4, 2022

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

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

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

Subject: Approve First Amendment to the Tree Maintenance Contract 2020-2022

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**Issue:** The current Tree Maintenance contract expires on December 31, 2022.

**Analysis:** The Public Works and Engineering Department utilizes outside contractors to provide tree maintenance services including tree pruning, removal, stump grinding, brush chipping, and emergency services as needed. This service was competitively bid in 2019 with award to Landscape Concepts Management, Inc. who have performed well throughout the contract thus far. With the current contract set to expire Public Works staff reached out to communities to inquire on pricing trends for their recently opened tree maintenance bids. Feedback from these communities shows an increase in operational costs for tree maintenance bids in the range of 20% to 35% with low bid pricing and as much as 50% for other bids received. Before putting this contract out to bid for 2023, staff reached out to Landscape Concepts Management to inquire if they would be willing to add an additional contract year at current pricing. Landscape Concepts Management is willing to add another year at current 2022 pricing.

**Recommendation:** We recommend, in the best interests of the City, approval of the first amendment to the Tree Maintenance 2020-2022 contract to Landscape Concepts Management, Inc., 31745 N. Alleghany Rd., Grayslake, IL 60030 pursuant to 2022 unit pricing. This contract will be funded from the Streets Maintenance account for Tree Maintenance: 100-50-530-0000.6170 for proposed 2023 budget amount of \$500,000.

**Attachments:**

Attachment 1 – Landscape Concepts Management, Inc. Contract  
Resolution R-143-22

Exhibit A – First Amendment to the Contract

# CITY OF DES PLAINES

## CONTRACT FOR

### Tree Maintenance 2020-2022

Full Name of Bidder Landscape Concepts Management, Inc. ("Bidder")  
Principal Office Address 31745 N Alleghany Road, Grayslake, IL 60030  
Local Office Address 31745 N Alleghany Road, Grayslake, IL 60030  
Contact Person Mike Kerton Telephone Number 847-223-3800

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

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

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

#### 1. Work Proposal

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

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

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

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

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

#### 2. Contract Price Proposal

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

all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all tree maintenance See Attachment A (Bid Page; Schedule of Prices).

**Three Year Extended Total Estimated Quantities Pricing:**

\$ \_\_\_\_\_

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

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

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

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

**3. Contract Time**

A. If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract by January 1,

2020 (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work for the following three-year term:

- Year 1- January 1, 2020 through December 31, 2020
- Year 2- January 1, 2021 through December 31, 2021
- Year 3- January 1, 2022 through December 31, 2022

If, at any time during the term of the Contract, the Owner determines that the Work is not being completed by Bidder in full compliance with specifications and as required by or pursuant to this Contract, then Owner may, after providing Bidder with notice of such deficiency in performance and providing Bidder with three (3) business days to cure such deficiency, invoke its remedies under this Contract or may, in Owner's sole and absolute discretion, permit Bidder to complete the Work but charge to Bidder, and deduct from any payments to Bidder under this Contract, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the following per diem administrative charge, as well as any additional damages caused by such delay:

Per Diem Administrative Charge:

\$ 250.00 per day/occurrence

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

B. Termination. If this Contract is accepted, the Owner may terminate this Contract for any reason by providing 15-days written notice to Bidder. If the Owner terminates this Contract pursuant to this Section 3.B, the City shall pay Bidder for all Services actually performed by Bidder prior to termination.

**4. Financial Assurance**

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the \$400,000 within 10 days after Owner's acceptance of this Contract.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under

this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. If this Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). A copy of Owner's ordinance ascertaining the prevailing rate of



wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

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

E. Qualified. Bidder has the requisite experience minimum of 10 years ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11, including, without limitation, that Bidder and all of Bidder's subcontractors have an active apprenticeship and training program approved and registered with the United States Department Labor Bureau of Apprenticeship and Training for each of the trades that will perform Work under this Contract.

## **7. Acknowledgements**

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

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

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

- ☒ Bidder has carefully examined and read the ITB and all related documents in their entirety.
- ☒ The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- ☒ Bidders has provided a list of 5 municipal client references and equipment listing.
- ☒ Bidder has fully completed the entire Contract form, including the Schedule of Prices and Estimated Quantities in Attachment A.
- ☒ Bidder has submitted a certified check or bid bond, as required by the Instructions to Bidders.
- ☒ Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. 0 [BIDDERS MUST INSERT ALL ADDENDA NUMBERS], has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- ☒ Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: September 26th, 20 19

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

Bidder's Name: Landscape Concepts Management, Inc.

Doing Business As (if different): MO HB

Signature of Bidder or Authorized Agent: \_\_\_\_\_ Date: 9/26/19

(corporate seal) Printed Name: Mike Kerton  
(if corporation) Title/Position: President/Owner

Bidder's Business Address: 31745 N Alleghany Road, Grayslake, IL 60030

Bidder's Business Telephone: 847-223-3800 Facsimile: 847-223-3800

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

NAME	TITLE	ADDRESS
Mike Kerton	President/Owner	31745 N Alleghany Road, Grayslake, IL 60030
Ken Carrano	CFO	31745 N Alleghany Road, Grayslake, IL 60030
Laura L. Kerton	Vice President/Secretary	31745 N Alleghany Road, Grayslake, IL 60030



## ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines ("Owner") as of 10/25, 2019.

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

**CITY OF DES PLAINES**

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

Printed name: Michael Bartholomew

Title: City Manager

#12787998\_v1

**APPROVED AS TO FORM ONLY**

Michael Bartholomew 10-24-19  
Des Plaines General Counsel Dated

## Attachment A

### **2020-2022 TREE MAINTENANCE BID SPECIFICATIONS**

#### **General Instructions to Bidders and Conditions of Contract**

##### **1. Location**

The trimming and removal of debris and other work covered by this contract will be limited to trees in public parkways and other City property within the boundaries of Des Plaines.

##### **2. Crews**

A tree trimming crew shall consist of not less than four (4) crew members, including a working foreman, with the required equipment to perform tree-trimming operations satisfactorily.

##### **3. Trimming Standards**

Trimming will be done in accordance with the ANSI A300 Standards, as set forth by the National Arborist Association, as required for Class II Pruning, and in a manner satisfactory to the Public Works Director or his designee. In addition, limbs hanging over the roof of a house or other smaller trees shall be removed. A clearance of sixteen feet (16') over public roadways and twelve feet (14') over public walks shall be accomplished; there shall be proper clearance around all public streetlights and all sucker growth along the main trunk below the crown outline shall be removed.

When the trimming of a tree has been completed, the area beneath the tree shall be raked and the trimming debris shall be removed from the area by the end of the work day. Care shall also be taken not to damage other trees, shrubs, lawns or leave brush in the roadway during the tree trimming operations. Any damage will be reported to the Public Works Department and will be repaired by the contractor at their expense within 10 days.

Payment for this item will be on a per tree basis in five (5) classes as **per item #6 – Compensation**, and will include the costs of removing and disposing of debris. Measurements will be taken as **per Item #5 – measurement**.

A chipper machine may be used in disposing of trimming debris.

Under no circumstances, shall any person working trimming trees, be permitted to wear or use spurs or climbing irons.

##### **4. Definition of Trimming Terms**

In order to eliminate confusion or uncertainty in the use of certain terms relating to the trimming of parkway trees, the following terms will be used as defined below:

**a. Interfering Branches**

Branches which are growing in contact with man-made structures and, therefore, threatening to or actually damaging them.

**b. Obstructing Branches**

Branches which are growing in such a manner that they obstruct the view of traffic control devices or reduce the area of illumination of streetlights.

**c. Objectionable Branches**

Branches which are growing in such a manner that they are undesirable if the natural form and shape of a tree is to be achieved.

**d. Crossing or Rubbing Branches**

Two (2) or more branches which are growing in contact with each other and are injured and/or weakened by that contact.

**e. Sucker Growth**

The bushy and undesirable growth of small shoot on the trunk of a tree or on major limbs in very close proximity to the trunk.

**5. Measurement**

Measurements will be made to the nearest tenth of an inch rounding off to the nearest whole diameter inch. Example: a measurement of 13.4 would be recorded as 13 inch DBH (Diameter at Breast Height), and a measurement of 13.5 would be recorded as 14 inch DBH. No trees under 3" shall be trimmed. Vendor will be responsible for recording photographic measurements of trees maintained including service date which will be included with invoicing (invoices and photos can be sent electronically).

**6. Compensation**

Compensation for tree trimming shall be calculated on a per tree basis using daily or weekly report totals that will be reviewed and approved by the Director of Public works or his designee. Contractor shall furnish at no additional cost all necessary power saws, ropes, ladders, trucks and any other tools or equipment to do the work in the manner prescribed.

**Diameter Inch Size:**

3" up to and including 12" (DBH)  
13" up to and including 24" (DBH)  
25" up to and including 36" (DBH)  
37" up to and including 48" (DBH)  
49" and over (DBH)

## **7. Emergency Work**

The successful bidder shall make available emergency crews and equipment on a 24-hour basis subject to immediate call by the City of Des Plaines, in the event of tree damage due to wind, sleet, storm, or any other reason. Response time will be within two hours of the call from City of Des Plaines official—hourly rate begins at the time crews arrive on site. Bidders are requested to specify hourly rates for such services as set forth in the bid form.

## **8. Removal of Debris**

All debris from tree trimming shall be removed from the site and from the City of Des Plaines immediately after trimming. Payment for removal of debris and furnishing of dump is to be included in the unit prices for trimming. No additional compensation shall be paid.

## **9. Safety**

During tree trimming, the Contractor will have the responsibility of blocking the entire street at each intersection and sidewalks in work zones using proper MUTCD signs and barricades to prevent any motorized vehicle or pedestrian foot traffic from entering, with the exception of State or County highways which will not be completely blocked off. Prior to working on any street, the Contractor shall have the responsibility of notifying the Des Plaines Police and Fire Departments.

If the entire street is not properly barricaded when performing tree-trimming operations, the City of Des Plaines will stop work until the proper street barricading is accomplished.

The Contractor shall also be required to contact the appropriate State or County agency when engaged in removal work on their rights-of-way.

## **10. Reporting**

The successful bidder shall keep daily records and submit weekly copies along with invoices, and any other reports as may be deemed necessary to fulfill the terms and provisions of the contract

## **11. Public Relations**

The successful bidder shall endeavor at all times to maintain good public relations with City residents and City employees.

## **12. Payment**

The City of Des Plaines shall make payment provided the work is approved by the City, within forty-five (45) days after receipt of approved invoices. Invoices shall be generated at minimum monthly. Bidders are advised that an annual maximum of up to, but not exceeding \$400,000.00 will be available for work under this contract.

## **13. Bid Security**

Each proposal shall be accompanied by a certified check or bid bond payable to the City of Des Plaines in the amount of \$15,000.00 as a guarantee that the successful bidder will, within ten (10) days after being awarded the contract, will execute an agreement and file bonds and insurance as required by contract documents.

## **FORFEITURE CLAUSE**

If the rate at which the work is performed is not, in the judgment of the Director of Public Works or his designee, such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the Contractor refuses or neglects to prosecute the work with the force sufficient for its completion within the specified time, or if in any event the Contractor fails to proceed with the work in accordance with the requirements and conditions of the Specifications, the City shall have full right and authority after giving ten (10) days written notice to the Contractor of its intention to do so, to take the work out of the hands of the Contractor and/or relet the same to other Contractors.

## **TREE REMOVAL STANDARDS**

Trees to be removed will consist of those designated by the Public Works Director or his designee, which are located on publicly-owned parkways in Des Plaines.

Trees to be removed will be marked by City personnel with a fluorescent orange dot. The Public Works Director or his designee will assign addresses to the Contractor. As a general rule, assigned trees must be removed within 20 days of their assignment.

Removal shall consist of cutting down each identified tree in a safe manner so as not to unnecessarily endanger life, limb or property. Any damage will be reported to the Public Works Department and will be repaired by the contractor at their expense within 10 days.

The bid price is to include removal of the tree to ground level, stump grinding, hauling away all debris to an approved disposal site, and a thorough cleanup of the work site including raking and sweeping. No logs will be allowed to remain in Des Plaines.

Stumps shall not be left higher than three (3) inches above ground level.

Ropes shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.

Trees marked for removal that extend through power and/or telephone wires may require topping. It will be the contractor's responsibility to notify the responsible utility company and make arrangements with this utility company for the topping of these trees so that the final removal of these trees will not be delayed.

## **OTHER REQUIREMENTS**

### **Safety**

During tree removals the Contractor will have the responsibility of blocking the entire street at each intersection using proper signs and barricades to prevent any motorized vehicle from entering, with the exception of State or County highways which will not be completely blocked off. Prior to working on any street, the Contractor shall have the responsibility of notifying the Des Plaines Police and Fire Departments.

If the entire street is not properly barricaded when performing tree removal operations, the City of Des Plaines will stop work until the proper street barricading is accomplished.

The Contractor shall also be required to contact the appropriate State or County agency when engaged in removal work on their rights-of-way.

### **Debris Removal**

The Contractor shall arrange to keep sidewalks open for traffic when possible.

All debris from tree removal operations shall be removed from the site and from the City of Des Plaines the same day it is placed. No debris is to remain in the street or on the sidewalk overnight. Under no circumstances will debris be left on the parkway over the weekend (Saturday or Sunday). Payment for removal and disposal of debris is to be included in the unit prices for tree removal.

The Contractor shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets a maximum amount of time.

### **Accident Prevention**

The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed.

Any practice obviously hazardous in the opinion of the Director of Public Works or authorized representative shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public Works or authorized representative to discontinue such practice.

The Contractor shall abide by all EPA and OSHA safety standards and regulations.

### **Contractor's Representative**

The Contractor shall have at all times a competent foreman or superintendent on the job who shall have full authority to act for the Contractor and to receive and execute orders from the Director of Public Works or appointed representative, and any instructions given to such superintendent or person executing work for the Contractor shall be binding on the Contractor as though given to him personally. The Contractor shall endeavor at all times to maintain good public relations.



## **EQUIPMENT**

Under no circumstances shall any motorized equipment be permitted to be driven on the parkways, driveways, or public walks without proper protection and notification to the Public Works Department while performing work under the provisions of this contract, with the exception of the stump removal machine or as authorized by the Director of Public Works or authorized representative. Any damage will be reported to the Public Works Department and will be repaired by the contractor at their expense within 10 days.

## **PAYMENT FOR SERVICES**

Billings for services will be accepted on a monthly basis for all work performed under this contract.

Payment for tree removals will be made on a unit price per size class basis. (Price for removal of each tree will be determined by the diameter at breast height (d.b.h.) of the tree for the particular size class in which the tree falls.) Payment for stump removal will be withheld at the rate of 25% of class bid price per tree until stump is removed.

For payment purposes, diameters of trees removed shall be measured with a standard diameter tape at 4½ feet from the ground. In the case of multi-stemmed trees whose crotch is 4½ feet from the ground or lower, measurements will be taken one foot below the crotch. Measurement will be rounded to the nearest whole inch, higher or lower, based on ½ inch increments.

No allowance shall be made for trees that have a crown ratio larger than that of any average tree of same species for that diameter class or for trees that present a particular problem in removing.

Payment on any given bill may be withheld by the City for work not completed according to prescribed Specifications. In this event Contractor must correct deficiencies at his own expense before any further payments will be made.

## **STUMP REMOVAL**

It will be required that all stumps shall be removed within 20 days of assignment. Stump removal is to include grinding out the stump and surface roots to a minimum of 10 inches below ground level; removing any root flares at ground height; removing all chips from the stump hole, lawns, sidewalks and streets; and furnishing premium black soil and back filling the stump hole, graded and seeded with an approved sun/shade grass seed mix. Raking and sweeping of the walks, driveways and streets will be required.

The Contractor, when back filling the hole with black soil, shall compact the soil and add extra soil to compensate for soil settling which will occur.

Under no circumstances will the City of Des Plaines permit stumps to be ground out and the chips not picked up, or the stump removed, the chips picked up, but no black soil added to the site. If this occurs without justification, the City may determine that the Contractor is not fulfilling its contractual obligations.

## **REMOVAL OF DEBRIS**

All debris from stump removals shall be removed from the site and from the City of Des Plaines within two hours after the debris has been placed. No stump removal debris is to remain in the streets or on public sidewalks. Payment for removal of debris is to be included in the unit prices for tree removal. No additional compensation will be made.

## **EMERGENCY WORK**

The successful bidder shall make available emergency crews and equipment on a 24-hour basis subject to immediate call by the City of Des Plaines, in the event of tree damage due to wind, sleet, storm, or any other reason. Bidders are requested to specify hourly rates for such services as set forth in the bid form. The quality for any emergency work done shall be the same as those described above for non-emergency work.

## **BRUSH PICK-UP**

The City conducts brush pick-up removal operations from City residences from May through September. The City is divided into two zip codes, 60016 and 60018, which each receive five collections; one pick-up per zip code per month. Zip code maps will be provided by the City with the contractor to update daily for clerical staff. Brush pick-up will be completed on a time and material basis and is not considered emergency work. The general requirements are to have each zip code area completed within 6 working days; weather dependent, with a maximum of 9 days to complete. It is the responsibility of the contractor to provide manpower and equipment to meet schedules. The Brush pick-up schedule will be provided upon award. Contractor is to provide invoice with start date, completion date, man hours and equipment hours for payment. **For bidding purposes in the estimated quantities portion of the schedule of prices utilize the following per month:** 100 hrs. Foreman, 200 hrs. laborer, 30 hrs. pick up truck, and 80 hours for chipper w/truck.

## **FORFEITURE CLAUSE**

If the rate at which the work is performed is not, in the judgment of the Director of Public Works or his designee, such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the Contractor refuses or neglects to prosecute the work with the force sufficient for its completion within the specified time, or if in any event the Contractor fails to proceed with the work in accordance with the requirements and conditions of the Specifications, the City shall have full right and authority after giving fifteen (15) days written notice to the Contractor of its intention to do so, to take the work out of the hands of the Contractor and/or relet the same to other Contractors.

If this proposal is accepted and the undersigned shall fail to contract as aforesaid, and to give the bond for faithful performance and all insurance as required within 10 days after date of award of contract, the City of Des Plaines, shall, at its option, determine that the bidder has abandoned this contract and thereupon this proposal and acceptance thereof shall be null and void and the forfeiture of security accompanying this proposal shall operate and the same shall be the property of the City of Des Plaines as liquidated damages.

## **TREE MAINTENANCE SCHEDULE of PRICES**

### **Tree Trimming**

<b>SIZE CLASS</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
3" to 12" DBH	\$ 17.50	\$ 17.50	\$ 18.28
13" to 24" DBH	\$ 38.75	\$ 38.75	\$ 41.97
25" to 36" DBH	\$ 58.00	\$ 58.00	\$ 61.80
37" to 48" DBH	\$ 80.00	\$ 80.00	\$ 91.67
49" and over DBH	\$ 94.00	\$ 94.00	\$ 99.91

### **Tree Removal**

#### **Unit Price Per Inch For Each Class**

<b>SIZE CLASS</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
15" to 24" DBH	\$ 17.75	\$ 17.75	\$ 18.25
25" to 31" DBH	\$ 23.50	\$ 23.50	\$ 24.21
31" to 36" DBH	\$ 25.75	\$ 25.75	\$ 26.52
37" and over DBH	\$ 26.50	\$ 26.50	\$ 27.30

### **Stump Removal and Restoration**

#### **Unit Price Per Inch For Each Class**

<b>SIZE CLASS</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
15" to 24" DBH	\$ 5.50	\$ 5.50	\$ 5.67
25" to 31" DBH	\$ 6.00	\$ 6.00	\$ 6.18
31" to 36" DBH	\$ 6.25	\$ 6.25	\$ 6.44
37" and over DBH	\$ 7.00	\$ 7.00	\$ 7.21

**Emergency Work (per hour)**

<b>ITEM</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Foreman	\$ 78.00	\$ 78.00	\$ 80.34
Laborer	\$ 55.00	\$ 55.00	\$ 56.65
Pick-Up Truck	\$ 50.00	\$ 50.00	\$ 51.50
Chipper w/truck	\$ 122.00	\$ 122.00	\$ 125.66
Aerial Truck	\$ 130.00	\$ 130.00	\$ 133.90
Loader	\$ 150.00	\$ 150.00	\$ 154.50

**Brush Pick Up (per hour)**

<b>ITEM</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Foreman	\$ 59.00	\$ 59.00	\$ 60.77
Laborer	\$ 49.00	\$ 49.00	\$ 50.47
Pick-Up Truck	\$ 50.00	\$ 50.00	\$ 51.50
Chipper w/truck	\$ 125.00	\$ 125.00	\$ 128.75
Aerial Truck	\$ 80.00	\$ 80.00	\$ 82.40
Loader	\$ 95.00	\$ 95.00	\$ 97.85

## Estimated Quantities

2020

Item	Estimated Quantity	Unit Cost	Extended Total Cost
<b>A. Tree Pruning</b>	-----	-----	-----
3"-12"	965	\$17.50	\$16,887.50
13"-24"	1746	\$38.75	\$67,657.50
25"-36"	918	\$58.00	\$53,244.00
37"-48"	74	\$80.00	\$5,920.00
49" & Over	10	\$94.00	\$940.00
		<b>Tree Pruning Extended Total</b>	\$144,649.00
<b>B. Tree Removal</b>	-----	-----	-----
15"-24" (use 20")	115	\$17.75	\$2,041.25
25"-31" (use 28")	87	\$23.50	\$2,044.50
31"-36" (use 34")	16	\$25.75	\$412.00
37" & Over (use 40")	10	\$26.50	\$265.00
		<b>Tree Removal Extended Total</b>	\$4,762.75
<b>C. Stump Removal</b>	-----	-----	-----
15"-24" (use 20")	140	\$5.50	\$770.00
25"-31" (use 28")	92	\$6.00	\$552.00
31"-36" (use 34")	16	\$6.25	\$100.00
37" & Over (use 40")	10	\$7.00	\$70.00
		<b>Stump Removal Extended Total</b>	\$1,492.00



Item	Estimated Quantity	Unit Cost	Extended Total Cost
<b>D. Emergency Work (price per hour)</b>	----	----	-----
Labor	40	\$55.00	\$2,200.00
Pick-up Truck	40	\$50.00	\$2,000.00
Chipper	40	\$122.00	\$4,800.00
Aerial Truck	40	\$130.00	\$5,200.00
Log Loader	40	\$150.00	\$6,000.00
		<b>Emergency Work Extended Total</b>	\$20,280.00
Item	Estimated Quantity	Unit Cost	Extended Total Cost
<b>E. Brush Pick-up</b>	----	----	-----
May	see standards	see standards	\$27,200.00
June	see standards	see standards	\$27,200.00
July	see standards	see standards	\$27,200.00
August	see standards	see standards	\$27,200.00
September	see standards	see standards	\$27,200.00
		<b>Brush Pick-Up Extended Total</b>	\$136,000.00

\*\*These figures will be used only to compare the bids and in no way represent a guaranteed minimum.

**Year 1 Total**                      \$307,183.75

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**2021**

<b>Item</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Extended Total Cost</b>
<b>Tree Pruning</b>	-----	-----	-----
3"-12"	<b>965</b>	\$17.50	\$16,887.50
13"-24"	<b>1746</b>	\$38.75	\$67,657.50
25"-36"	<b>918</b>	\$58.00	\$53,244.00
37"-48"	<b>74</b>	\$80.00	\$5,920.00
49" & Over	<b>10</b>	\$94.00	\$940.00
		<b>Tree Pruning Extended Total</b>	\$144,649.00
<b>Tree Removal</b>	-----	-----	-----
15"-24" (use 20")	<b>115</b>	\$17.75	\$2,041.25
25"-31" (use 28")	<b>87</b>	\$23.50	\$2,044.50
31"-36" (use 34")	<b>16</b>	\$25.75	\$412.00
37" & Over (use 40")	<b>10</b>	\$26.50	\$265.00
		<b>Tree Removal Extended Total</b>	\$4,762.75
<b>Stump Removal</b>	-----	-----	-----
15"-24" (use 20")	<b>140</b>	\$5.50	\$770.00
25"-31" (use 28")	<b>92</b>	\$6.00	\$552.00
31"-36" (use 34")	<b>16</b>	\$6.25	\$100.00
37" & Over (use 40")	<b>10</b>	\$7.00	\$70.00
		<b>Stump Removal Extended Total</b>	\$1,492.00

Item	Estimated Quantity	Unit Cost	Extended Total Cost
<b>Emergency Work (price per hour)</b>	----	-----	-----
Labor	40	\$55.00	\$2,200.00
Pick-up Truck	40	\$50.00	\$2,000.00
Chipper	40	\$122.00	\$4,880.00
Aerial Truck	40	\$130.00	\$5,200.00
Log Loader	40	\$150.00	\$6,000.00
<b>Item</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Extended Total Cost</b>
<b>Brush Pick-up</b>	----	-----	-----
May	see standards	see standards	\$27,200.00
June	see standards	see standards	\$27,200.00
July	see standards	see standards	\$27,200.00
August	see standards	see standards	\$27,200.00
September	see standards	see standards	\$27,200.00
		<b>Brush Pick-Up Extended Total</b>	<b>\$136,000.00</b>

\*\*These figures will be used only to compare the bids and in no way represent a guaranteed minimum.

**Year 2 Total**      \$307,183.75

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**2022**

<b>Item</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Extended Total Cost</b>
<b>Tree Pruning</b>	----	-----	-----
3"-12"	<b>965</b>	\$18.25	\$17,128.75
13"-24"	<b>1746</b>	\$41.97	\$73,279.62
25"-36"	<b>918</b>	\$61.80	\$56,732.40
37"-48"	<b>74</b>	\$91.67	\$6,783.58
49" & Over	<b>10</b>	\$99.91	\$999.10
		<b>Tree Pruning Extended Total</b>	\$155,434.90
<b>Tree Removal</b>	----	-----	-----
15"-24" (use 20")	<b>115</b>	\$18.28	\$2,102.20
25"-31" (use 28")	<b>87</b>	\$24.21	\$2,106.27
31"-36" (use 34")	<b>16</b>	\$26.52	\$242.32
37" & Over (use 40")	<b>10</b>	\$27.30	\$273.00
		<b>Tree Removal Extended Total</b>	\$4,905.79
<b>Stump Removal</b>	-----	-----	-----
15"-24" (use 20")	<b>140</b>	\$5.67	\$793.80
25"-31" (use 28")	<b>92</b>	\$6.18	\$568.56
31"-36" (use 34")	<b>16</b>	\$6.44	\$103.04
37" & Over (use 40")	<b>10</b>	\$7.21	\$72.100
		<b>Stump Removal Extended Total</b>	\$1,537.50

Item	Estimated Quantity	Unit Cost	Extended Total Cost
<b>Emergency Work (price per hour)</b>	-----	-----	-----
Labor	40	\$56.65	\$2,266.00
Pick-up Truck	40	\$51.50	\$2,060.00
Chipper	40	\$125.66	\$5,026.40
Aerial Truck	40	\$133.90	\$5,356.00
Log Loader	40	\$154.50	\$6,180.00
<b>Item</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Extended Total Cost</b>
<b>Brush Pick-up</b>	-----	-----	-----
May	see standards	see standards	\$28,016.00
June	see standards	see standards	\$28,016.00
July	see standards	see standards	\$28,016.00
August	see standards	see standards	\$28,016.00
September	see standards	see standards	\$28,016.00
		<b>Brush Pick-Up Extended Total</b>	\$140,080.00

\*\*These figures will be used only to compare the bids and in no way represent a guaranteed minimum.

**Year 3 Total** 322,846.59

**Three Year Extended Total Estimated Quantities Pricing: \$** 937,214.09



**CITY OF DES PLAINES**

**RESOLUTION R - 143 - 22**

**A RESOLUTION APPROVING A FIRST AMENDMENT TO  
THE CONTRACT WITH LANDSCAPE CONCEPT  
MANAGEMENT, INC. FOR TREE 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**, in 2019, the City Council approved a three-year contract ("**Contract**") with Landscape Concept Management, Inc. ("**Contractor**") for tree maintenance services ("**Services**"), which Contract expires on December 31, 2022; and

**WHEREAS**, Contractor and the City have a positive relationship, Contractor having performed the Services over the term of the Contract in a manner satisfactory to the City; and

**WHEREAS**, Contractor has agreed to perform the Services for one additional year at the same rates set forth in the Contract; and

**WHEREAS**, the City desires to amend the Contract to extend the term of the Contract for an additional year ending December 31, 2023 at the rates set forth in the Contract and in an amount not-to-exceed \$500,000 ("**First Amendment**"); and

**WHEREAS**, the City has appropriated sufficient funds for the procurement of the Services from Contractor pursuant to the First Amendment; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City and the public to waive the competitive bidding requirements in the City Code and approve the First Amendment to the 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: WAIVER OF COMPETITIVE BIDDING.** The requirement that competitive bids be solicited for the procurement of the Services is hereby waived.

**SECTION 3: APPROVAL OF FIRST AMENDMENT.** The City Council hereby approves the First Amendment to the Contract with Contractor in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 4: AUTHORIZATION TO EXECUTE FIRST AMENDMENT.** The City Council hereby authorizes and directs the City Manager to execute, on behalf of the City, the final First Amendment only after receipt by the City Clerk of at least two executed copies of the First Amendment from Contractor; provided, however, that if the City Clerk does not receive two executed copies of the First Amendment from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the First Amendment will, at the option of the City Council, be null and void.

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

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

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

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

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

ATTEST:

Approved as to form:

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

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

**FIRST AMENDMENT TO CONTRACT  
BY AND BETWEEN THE CITY OF DES PLAINES AND  
LANDSCAPE CONCEPTS MANAGEMENT, INC.,  
FOR TREE MAINTENANCE**

**THIS FIRST AMENDMENT** is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Des Plaines, an Illinois home rule municipal corporation ("**City**"), and Landscape Concepts Management, Inc., an Illinois corporation ("**Contractor**"). In consideration of the recitals and mutual covenants and agreements set forth in this First Amendment, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

**SECTION 1. RECITALS.**

A. The City and the Contractor entered into a contract for tree maintenance services dated as of October 25, 2019 ( "**Contract**").

B. Pursuant to the Contract, the City agreed to procure from the Contractor certain tree maintenance services ("**Services**"), and the Contractor agreed to perform the Services for the City.

C. The initial term of the Contract commenced on January 1, 2020, and terminates on December 31, 2022 ("**Term**").

D. The City and the Contractor desire to amend the Contract to extend the Term for an additional year until December 31, 2023 at the current rates set forth in the Contract, and in the total amount not-to-exceed \$500,000.

**SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.**

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

B. **Rules of Construction.** Except as specifically provided in this First Amendment, all terms, provisions and requirements contained in the Contract and the Renewal remain unchanged and in full force and effect. In the event of a conflict between the text of the Contract or the Renewal and the text of this First Amendment, the text of this First Amendment controls.

**SECTION 3. EXTENSION OF TERM.**

The City and the Contractor hereby amend Section 3 of the Contract to amend and extend the Term for an additional year. The Term, as amended and extended by this Section 3, shall terminate on December 31, 2023 ("**Extended Term**"). Except as otherwise provided in this First Amendment, the City and the Vendor affirm all of the terms of the Contract, including Tree Maintenance Schedule of Prices, which terms shall be in full force and effect for the duration of the Extended Term.

**SECTION 4. REPRESENTATIONS.**

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

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

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

**CITY:**

**CITY OF DES PLAINES**, an Illinois home  
rule municipal corporation

**ATTEST:**

By: \_\_\_\_\_  
Jessica Mastalski  
City Clerk

By: \_\_\_\_\_  
Michael Bartholomew  
City Manager

**VENDOR:**

**LANDSCAPE CONCEPTS  
MANAGEMENT, INC.**, an Illinois  
corporation

**ATTEST:**

By: Laura Han  
Its: Secretary

By: [Signature]  
Its: UES REDESIGN OPERATIONS

#39796582\_v1

**Finance Department**

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

## MEMORANDUM

Date: August 3, 2022

To: Michael G. Bartholomew, City Manager

From: Dorothy Wisniewski, Assistant City Manager / Director of Finance

Subject: Professional Auditing Services

A handwritten signature in blue ink, appearing to be 'D.W.', is located to the right of the 'To' and 'From' lines.

**Issue:** For the City Council to consider the renewal of the Audit contract with Crowe LLP for the years 2022 through 2024.

**Analysis:** The City is required by State Statute to have an audit conducted over its financial statements on an annual basis. This audit is to be conducted by a State licensed CPA firm and the City's current contract with Crowe LLP ended with the completion of the fiscal year 2021.

The Government Finance Officers Association (GFOA) recommends that governmental entities enter into multi-year agreements with an audit firm as they allow for greater continuity and help minimize the potential for disruption in connection with the independent audit. Multiyear agreements can also help reduce audit costs by allowing auditors to recover certain "startup" costs over several years. Over the past 11 years Crowe has done an outstanding job in terms of the audit services provided. Beginning with the 2014 Audit, Crowe had an audit partner rotation on the City's engagement which allows for a separate individual to review and sign off on the annual audit. Additionally, the firm has many experts on hand that handle a variety of questions that may arise in the taxability area of payroll and various IRS regulations that may be imposed which assist the City in staying abreast of the current developments.

The result of the annual audit is the publishing and filing of the City's Annual Comprehensive Financial Report (ACFR). The ACFR is a standard format financial report utilized by bond rating agencies as well as other State and Federal regulators. There are four other required reports that the auditors prepare annually.

1. Federal single audit is required if the City spends more than \$500,000 in Federal funding (e.g., CDBG, law enforcement grants, and flood assistance.)
2. Special audit conducted on the Tax Increment Financing Districts (TIF) funds.
3. Annual Financial Report (AFR) submitted to the State Comptroller.
4. Consolidated Year End Financial Report (CYEFR) submitted as part of the overall Grant Accountability Transparency Act (GATA) which is a new requirement beginning with the 2018 filing.

The Des Plaines Public Library is a component unit of the City and its financial information is included in the City's Annual ACFR. The fee for this service, for the fiscal year ending December 2021, was \$67,500



and has increased to \$72,200 due to the required new reporting in addition to a slight increase on the remaining required financial reports. The following chart provides the fees for the annual audit that would be conducted for years 2022 through 2024:

	2022	2023	2024
ACFR	\$ 53,200	\$ 56,900	\$ 60,900
Single Audit Report	6,700	7,100	7,600
TIF Compliance Letter	3,400	3,600	3,800
AFR	1,300	1,300	1,400
CYEFR	2,200	2,300	2,500
<b>Sub-total for City</b>	<b>\$ 66,800</b>	<b>\$ 71,200</b>	<b>\$ 76,200</b>
Library	\$ 5,400	\$ 5,700	\$ 6,100
<b>Total</b>	<b>\$ 72,200</b>	<b>\$ 76,900</b>	<b>\$ 82,300</b>

**Recommendation:** I recommend that the City Council approve the Resolution to enter into a contract with Crowe LLP located at One Mid America Plaza, Suite 700, Post Office Box 3697, Oak Brook, Illinois 60522-3697 to perform the auditing services for the City of Des Plaines and the Des Plaines Public Library for fiscal years 2022, 2023 and 2024.

***Attachments:***

**Attachment 1** – Resolution R-144-22

**Exhibit A** – Contract with Crowe LLP

**CITY OF DES PLAINES**

**RESOLUTION R - 144 - 22**

**A RESOLUTION APPROVING A CONTRACT WITH  
CROWE LLP FOR PROFESSIONAL AUDIT  
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 procure professional auditing services to conduct an audit over its financial statement on an annual basis as required by State law ("***Audit Services***"); and

**WHEREAS**, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City purchasing policy, City staff has determined that the procurement of the Audit Services does not require competitive bidding because the Audit Services require a high degree of professional skill and judgment where the ability or fitness of the individual plays an important part; and

**WHEREAS**, the City has an existing relationship with Crowe LLP ("***Consultant***"), which has satisfactorily performed Audit Services for the City in the past; and

**WHEREAS**, the City requested a proposal from Consultant, to perform Audit Services for the City on an annual basis for the years 2022 through 2024; and

**WHEREAS**, Consultant submitted a proposal in the total not-to-exceed amount of \$231,400 to perform the Audit Services for the years 2022 through 2024; and

**WHEREAS**, the City desires to enter into a Contract for the procurement of the Audit Services for years 2022 through 2024 from Consultant in the total not-to-exceed amount of \$231,400 ("***Contract***"); and

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

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

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

**SECTION 2: APPROVAL OF CONTRACT.** The City Council hereby approves the Contract in the total not-to-exceed amount of \$231,400, 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 CONTRACT.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Contract only after receipt by the City Clerk of at least one executed copy of final Contract from Consultant; provided, however, that if the City Clerk does not receive one executed copy of final Contract from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal final Contract 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 Contract with Crowe Horwath for Professional Audit Services 2022-2024



**Crowe LLP**  
Independent Member Crowe Global

One Mid America Plaza, Suite 700  
Oakbrook Terrace, IL 60181  
Tel +1 630 574 7878  
Fax +1 630 574 1608  
[www.crowe.com](http://www.crowe.com)

July 27, 2022

Management, the Honorable Mayor, and the City Council  
City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to the City of Des Plaines ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

## AUDIT SERVICES

### Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending December 31, 2022.

We will audit and report on the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Client for the period(s) indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Schedule of Expenditures of Federal Awards
- Combining and Individual Fund Financial Statements and Schedules
- Illinois Grant Accountability and Transparency Act – Consolidated Year End Financial Report

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedules
- Schedule of Changes in Total OPEB Liability and Related Ratios
- Schedule of Changes in Net Pension Liability and Related Ratios
- Schedule of Contributions
- Schedule of Investment Rate of Return

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Introductory Section of the Comprehensive Annual Financial Report
- Statistical Section of the Comprehensive Annual Financial Report
- 2021 comparative actual amounts on the individual fund financial statements and schedules
- Continuing Disclosure – Annual Financial Information

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.



As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Honorable Mayor and the City Council of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.
- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible

interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

*Government Auditing Standards* require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

#### The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Management has the responsibility to make Crowe aware of significant contractor relationships in which the contractor is responsible for program compliance. Client's management is responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings, to establish and maintain a process for tracking the status of findings and recommendations, and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year after the date the Financial Statements are made available to be issued.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

#### OTHER SERVICES

##### Preparation of the following additional reports on behalf of the Client:

State of Illinois Annual Financial Report

##### Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and

ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

#### Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

#### FEES

Our fees are outlined below. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

<b>Description of Services</b>	<b>Fee Amount</b>
Annual Comprehensive Financial Report	\$53,200
Single Audit Report	\$6,700
TIF Compliance Letter	\$3,400
AFR	\$1,300
CYEFR	\$2,200
<b>Sub-total for the City of Des Plaines</b>	<b>\$66,800</b>
Library	\$5,400
<b>Total for the year ending December 31, 2022</b>	<b>\$72,200</b>

We will invoice you as our services are rendered.

#### PROVISION FOR THREE-YEAR PROPOSAL

We have agreed to the following fees for the next two subsequent years as follows:

<b>Description of Services</b>	<b>2023</b>	<b>2024</b>
Annual Comprehensive Financial Report	\$56,900	\$60,900
Single Audit Report	\$7,100	\$7,600
TIF Compliance Letter	\$3,600	\$3,800
AFR	\$1,300	\$1,400
CYEFR	\$2,300	\$2,500

<b>Sub-total for the City of Des Plaines</b>	\$71,200	\$76,200
Library	\$5,700	\$6,100
<b>Total for the year</b>	\$76,900	\$82,300

Because each year is a separate engagement and this three-year period does not constitute a continuous engagement, we will require execution of a new engagement letter for each subsequent year listed above. However, we agree to the fees listed above for each year unless we both agree in writing to a modification.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.
- More than one major program related to the Single Audit
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Our fee assumes that we will be provided with auditable trial balances for all funds at year end, that all bank accounts and investment accounts will be reconciled through the end of the year being audited to the trial balances, that interfund and transfer accounts will balance, the subsidiary ledgers will reconcile to the general ledger and that beginning fund equity amounts will be reconcilable to prior year audited ending fund equity. We assume that the Client will cooperate with our requests for information such as explanations of account activity.

We assume that requested records such as invoices, contracts, grant agreements and supporting documentation will be located and provided to us. We also assume the Client will prepare the introductory Section, the MD&A section, the Statistical section and the Continuing Disclosures section of the report.

Our fee does not include implementation of any other future accounting or auditing pronouncements and/or government requirements that may change, thus, the scope or amount of auditing necessary to complete our engagements may increase beyond what is currently anticipated. Should such events occur, we would present you with our estimate of any possible increase prior to beginning our audit for

the given year. An equitable adjustment in the proposed fee will be negotiated if the cost of time required for performance of the audit service is increased or decreased pursuant to a change in scope of the audit requested by the Client or required by State or Federal regulations.

When we become aware of circumstances which impact the amount or scheduling of our work, we will issue, for your approval, a formal change order detailing the reason and the anticipated impact of the change.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

#### MISCELLANEOUS

In delivering services to Client, Crowe may use subsidiaries owned and controlled by Crowe within and outside the United States. Crowe subsidiaries are subject to the same information security policies and requirements as Crowe LLP and will meet the requirements set forth in the confidentiality and data protection provisions of this Agreement. For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are



reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

\* \* \* \* \*

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

## ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

City of Des Plaines

Crowe LLP

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Signature

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Signature

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Printed NameChristine Torres

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Printed Name

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TitlePartner

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Title

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DateJuly 27, 2022

---

Date

### **Crowe Engagement Terms**

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

**CLIENT'S ASSISTANCE** – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

**PROFESSIONAL STANDARDS** – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

**REPORTS** – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

**CONFIDENTIALITY** – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

**USE OF SUBCONTRACTORS FOR SERVICE DELIVERY** – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

**USE OF THIRD-PARTIES IN CROWE OPERATIONS** – Crowe uses third-party providers in the ordinary course of Crowe business operations. Third-party providers used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, and data hosting

centers. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United States for various administrative and support roles. Crowe subsidiaries and any third-party providers used in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

**CLIENT-REQUIRED CLOUD USAGE** – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

**DATA PROTECTION** – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with

jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the foregoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

**GENERAL DATA PROTECTION REGULATION COMPLIANCE** – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

**INTELLECTUAL PROPERTY** - Any Deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Further, Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement ("Materials"). The foregoing ownership will be without any duty of accounting.

**DATA USAGE AND AGGREGATIONS** - Client hereby acknowledges and agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe to improve Crowe services and Materials, including without limitation developing new Crowe services and software or other products. Client also agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to

prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

**LEGAL AND REGULATORY CHANGE** – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

**PUBLICATION** – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

**CLIENT REFERENCE** – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

**NO PUNITIVE OR CONSEQUENTIAL DAMAGES** – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

**LIMIT OF LIABILITY** – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

**INDEMNIFICATION FOR THIRD-PARTY CLAIMS** – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

**NO TRANSFER OR ASSIGNMENT OF CLAIMS** – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

**TIME LIMIT ON CLAIMS** – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

**RESPONSE TO LEGAL PROCESS** – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse



Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

**MEDIATION** – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client’s affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

**JURY TRIAL WAIVER** – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES’ RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING “ARBITRATION.”

**ARBITRATION** – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties’ relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. (“JAMS”), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an

equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

**NON-SOLICITATION** – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement (“Key Personnel”). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party’s written consent unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel’s compensation for the prior twelve-month period with the other party.

**CROWE AND EQUAL OPPORTUNITY** – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

**CROWE GLOBAL NETWORK** – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit [www.crowe.com/disclosure](http://www.crowe.com/disclosure) for more information about Crowe LLP, its subsidiaries, and Crowe Global.



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: July 18, 2022

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

From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ADJ*  
Timothy Watkins, Assistant Director of Public Works and Engineering *TW*

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

Subject: USGS River Gauge Agreement

**Issue:** In an effort to provide reliable flood stage forecasting and redundancy, renewal of the joint-funding agreement between the City of Des Plaines and the United States Geological Survey (USGS) is needed for the continued operation and maintenance of the river gauge installed on the Algonquin Road Bridge in 2019.

**Analysis:** The United States Geological Survey (USGS) maintains river and stream gauges throughout the nation. Due to both changing climate and various flow conditions, we are recommending continued operation and maintenance of the river gauge on the Algonquin Road Bridge.

We contacted USGS and obtained operation and maintenance pricing. For the proposed agreement's time period of October 1, 2022 to September 30, 2025, the total cost is \$44,400. This equates to \$14,800 per year of the agreement.

**Recommendation:** We recommend execution of the multi-year Agreement between the City of Des Plaines and U.S. Geological Survey, Central Midwest Science Center, United States Department of the Interior, 400 S. Clinton St., Room 268, Iowa City, Iowa, 52240 in the not-to-exceed amount of \$44,400. Source of funding would continue to be Sewer Maintenance fund.

**Attachments:**  
Resolution R-145-22  
Exhibit A – Agreement

**CITY OF DES PLAINES**

**RESOLUTION R - 145 - 22**

**A RESOLUTION APPROVING A JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY FOR THE OPERATION AND MAINTENANCE OF A RIVER GAUGE.**

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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 City of Des Plaines ("**City**") is an Illinois home-rule municipal corporation pursuant to Article VII, Section 6 of the Illinois Constitution; and

**WHEREAS**, the U.S. Geological Survey ("**USGS**") is an agency of United States Department of Interior; and

**WHEREAS**, USGS provides for the installation, operation, and maintenance of river gauges throughout the United States; and

**WHEREAS**, in an effort to provide reliable forecasting of the river level in Des Plaines, a river gauge is needed on the Des Plaines River at the Algonquin Road Bridge ("**River Gauge**"); and

**WHEREAS**, the City desires to enter into a three-year joint funding agreement with USGS for the operation and maintenance of the River Gauge for a total Agreement not to exceed amount of \$44,400 ("**Agreement**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into the Agreement with the USGS in an amount not to exceed \$44,400;

**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 with USGS in the total not to exceed amount of \$44,400 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: EXECUTION OF AGREEMENT.** The Mayor and City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the final Agreement.

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

**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 River Gauge from USGS and Maintenance Agreement



# United States Department of the Interior

U.S. GEOLOGICAL SURVEY

CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI

ILLINOIS

IOWA

1400 Independence Rd. MS100  
Rolla, MO 65401

405 N. Goodwin Ave.  
Urbana, IL 61801

400 S. Clinton St. Rm 269  
Iowa City, IA 52240

July 14, 2022

Mr. Jon Duddles  
P.E. CFM, Assistant Director of Public Works  
Des Plaines Public Works and Engineering Department  
1420 Miner Street  
Des Plaines, IL 60016

Dear Mr. Duddles:

Attached is our standard joint-funding agreement for the operation and maintenance on one continuous stage and streamflow gage on the Des Plaines River at East Algonquin Road in Des Plaines, IL, for the period October 1, 2022 through September 30, 2025 in the amount of \$44,400 from your agency. Please sign and return one fully-executed original to Alex D. Arduser via email at [aarduser@usgs.gov](mailto:aarduser@usgs.gov).

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2022**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jonathan Lageman by phone number (815) 752-2035 or email [jlagement@usgs.gov](mailto:jlagement@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Alex Arduser at phone number (319) 358-3656 or email at [aarduser@usgs.gov](mailto:aarduser@usgs.gov).

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Kelly Warner  
Deputy Director, Central Midwest WSC

Enclosure  
23NEJFA029

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 6000006870  
Agreement #: 23NEJFA029  
Project #: NE009KT  
TIN #: 366005849

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2022, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Des Plaines Public Works and Engineering Department party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation, **the operation and maintenance on one continuous stage and streamflow gage on the Des Plaines River at East Algonquin Road in Des Plaines, IL**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period  
October 1, 2022 to September 30, 2025
- (b) \$44,400 by the party of the second part during the period  
October 1, 2022 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).



U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR

Customer #: 6000006870  
Agreement #: 23NEJFA029  
Project #: NE009KT  
TIN #: 366005849

Water Resource Investigations

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jonathan Lageman  
Supervisory Hydrologist  
Address: 650 G Peace Road  
DE Kalb, IL 60115  
Telephone: (815) 752-2035  
Fax:  
Email: jlageman@usgs.gov

Customer Technical Point of Contact

Name: Jon Duddles  
P.E. CFM, Assistant Director of Public Works  
Address: 1420 Miner Street  
Des Plaines, IL 60016  
Telephone: (847) 391-6127  
Fax:  
Email: jduddles@desplaines.org

USGS Billing Point of Contact

Name: Alex Arduser  
Budget Analyst  
Address: 400 S Clinton St Room 269  
Iowa City, IA 52240  
Telephone: (319) 358-3656  
Fax: (319) 358-3606  
Email: aarduser@usgs.gov

Customer Billing Point of Contact

Name: Timothy Watkins  
Assistant Director of Public Works & Engineering  
Address: 1111 Joseph Schwab Rd.  
Des Plaines, IL 60016  
Telephone: (847) 391-5468  
Fax:  
Email: twatkins@desplaines.org

U.S. Geological Survey  
United States  
Department of Interior

Des Plaines Public Works and Engineering  
Department

Signature

Signatures

By \_\_\_\_\_ Date: 07/14/2022  
Acting Name: Amy Beussink  
For: Title: Director, Central Midwest WSC

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

**Des Plaines Public Works and Engineering Department**  
Attachment for 23NEJFA029  
10/1/2022 to 9/30/2025

**SURFACE WATER**

SITE NUMBER & DESCRIPTION	FUNDS	
	USGS	COOP TOTAL
05530100 DES PLAINES R AT ALGONQUIN RD AT DES PLAINES, IL		
Full Range Streamflow Station	\$14,800	
Full Range Streamflow Station	\$14,800	
Full Range Streamflow Station	\$14,800	\$44,400
Total:		\$44,400 \$44,400
GRAND TOTAL:		\$44,400 \$44,400



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: August 4, 2022

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

From: Timothy Watkins, Assistant Director of Public Works and Engineering *TW*

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

Subject: Golf & River Water Tank - Nicor Antenna Lease

---

**Issue:** Northern Illinois Gas Company (Nicor) has requested to lease space on our Golf Road at Des Plaines River Road water tank for a communications antenna.

**Analysis:** Nicor is in the process of automating their meter reading system utility wide. In order to achieve this goal, Nicor needs to install a local meter reading station/antenna in order to capture the reads electronically. The City has worked with Nicor on negotiating a lease for this purpose consistent with our other cellular leases. The lease is for a 5-year term with 3 additional terms of 5-years each. The annual lease amount is \$18,960 with a 4.5% annual increase. The initial lease will have an expiration date of July 31, 2027. This rate is consistent with the City's other cellular leases.

**Recommendation:** We recommend approval of the lease with Northern Illinois Gas Company, 1844 Ferry Road, Naperville, Illinois, 60563.

**Attachments:**

Resolution R-123-22

Exhibit A – Lease Agreement

**CITY OF DES PLAINES**

**RESOLUTION R - 123 - 22**

**A RESOLUTION APPROVING AND AUTHORIZING THE  
EXECUTION OF A LEASE AGREEMENT BETWEEN THE  
CITY OF DES PLAINES AND NORTHERN ILLINOIS GAS  
COMPANY REGARDING A COMMUNICATIONS  
ANTENNA ON THE WATER TOWER AT GOLF AND  
RIVER ROADS.**

---

**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 maintains a public water tower at Golf Road and River Road ("***Tower***"); and

**WHEREAS**, Northern Illinois Gas Company, d/b/a Nicor Gas Company ("***Nicor***"), is in the process of automating their meter reading system and has requested placement of a communications antenna ("***Antenna Facilities***") on the Tower to capture meter reads electronically; and

**WHEREAS**, Nicor desires to enter into a lease agreement with the City to allow the installation and maintenance of the Antenna Facilities on the Tower as well as appurtenant ground facilities for a 5-year term with three additional terms of 5-years each ("***Lease Agreement***"); and

**WHEREAS**, City staff recommends that the City enter into the Lease Agreement with Nicor; and

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

**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.** That the recitals set forth herein above are incorporated herein by reference as the factual basis for this transaction.

**SECTION 2: APPROVAL OF LEASE AGREEMENT.** The City Council hereby approves the Lease Agreement with Nicor 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 LEASE AGREEMENT.** That the City Manager is hereby authorized to execute, and the City Clerk to attest, the Lease Agreement.

**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 Lease with Nicor for Antenna at Golf and River Rds

**LEASE AGREEMENT**

**between**

**CITY OF DES PLAINES,  
an Illinois municipal corporation  
as Landlord**

**and**

**Northern Illinois Gas Company  
An Illinois company  
as Tenant**

**Dated as of \_\_\_\_\_, 20\_\_**

## TABLE OF CONTENTS

ARTICLE 1 - PARTIES .....	1.
ARTICLE 2 - BASIC LEASE TERMS AND DEFINITIONS .....	2.
ARTICLE 3 - DEMISE .....	5.
ARTICLE 4 - TERM .....	5.
ARTICLE 5 - RENT .....	5.
ARTICLE 6 - TAXES .....	5.
ARTICLE 7 - USE .....	7.
ARTICLE 8 - QUIET ENJOYMENT; CO-TENANTS .....	7.
ARTICLE 9 - UTILITIES .....	8.
ARTICLE 10 - ACCESS .....	9.
ARTICLE 11 - PROPERTY IN OR UPON LEASED PROPERTY .....	9.
ARTICLE 12 - MAINTENANCE .....	9.
ARTICLE 13 - IMPROVEMENTS .....	10.
ARTICLE 14 - INDEMNIFICATION .....	10.

{00126167.4}



ARTICLE 15 - INSURANCE.....	11.
ARTICLE 16 - EMINENT DOMAIN.....	12.
ARTICLE 17 - ENVIRONMENTAL COMPLIANCE.....	12.
ARTICLE 18 - ASSIGNMENT AND SUBLETTING.....	13.
ARTICLE 19 - DEFAULT .....	14.
ARTICLE 20 - FORCE MAJEURE .....	15.
ARTICLE 21 - EVIDENCE OF LEASE .....	15.
ARTICLE 22 - ESTOPPEL CERTIFICATE.....	15.
ARTICLE 23 - SUBORDINATION .....	16.
ARTICLE 24 - SURRENDER OF LEASED PROPERTY .....	16.
ARTICLE 25 - HOLD OVER.....	17.
ARTICLE 26 - RENEWAL TERM(S) .....	17.
ARTICLE 27 - BROKER'S COMMISSION .....	17.
ARTICLE 28 - GENERAL.....	17.
ARTICLE 29 – RENTAL STREAM.....	20.
ARTICLE 30 – CASUALTY.....	20.

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## EXHIBITS

Exhibit A	Plans Depicting Antenna Facilities, Equipment Building, Tenant's Equipment Building Spaces, and Tenant's Tower Space
Exhibit B	Legal Description of the Premises
Exhibit C	Rent Schedule
Exhibit D	Form of Evidence of Lease

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("**Lease**") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the parties named in Article 1, which parties, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

### ARTICLE 1 - PARTIES

1.1 Landlord: **CITY OF DES PLAINES**, an Illinois home rule municipal corporation ("**Landlord**"), whose notice and rental payment address is:

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

1.2 Tenant: Northern Illinois Gas Company d.b.a. Nicor Gas Company an Illinois corporation ("**Tenant**"), whose notice address is:

Nicor Gas Company  
1844 Ferry Road  
Naperville, IL 60563  
Attn: Legal Dept AMI Tower Support

With a copy to:  
Nicor Gas Company  
1844 Ferry Road  
Naperville, IL 60563  
Attn: Office of the Vice President, Business Support

### ARTICLE 2 - BASIC LEASE TERMS AND DEFINITIONS

In addition to other terms that are defined elsewhere in this Lease, the following terms, whenever set forth in initial capitals in this Lease, shall have the meanings set forth in this Article, except as otherwise expressly provided in this Lease:

**Antenna Facilities** The communications or personal wireless services antenna facilities and related improvements and facilities to be installed on the Premises (including within the Equipment Building), depicted as devoted to Tenant's use in **Exhibit A**.

**Commencement Date** The Commencement Date shall be September 1, 2022.

**Connection Space** Those certain areas where Tenant's conduits, wires, cables, cable trays, and other necessary connections are located between the Tenant's Equipment Building Space and the Tenant's Tower Space, and between the Tenant's Equipment Building Space and the electric power, telephone, and fuel sources for the Premises.

**Co-Tenant** Any Entity other than Tenant leasing a portion of the Premises for the Intended Use or any similar purpose.

**Delivery Date** The Delivery Date shall be the date upon which Tenant obtains the last of the Governmental Approvals and the Other Approvals.

**Entity** Any individual, corporation, firm, partnership, association, trustee or Governmental Agency.

**Equipment Building** The building to be constructed on the Premises, as depicted on Exhibit A, comprising approximately 200 square feet in Floor Area.

**Equipment Building Common Areas** All portions, both interior and exterior, of the Equipment Building except (i) those portions leased to either Tenant or some third party and (ii) those portions occupied by Landlord.

**Expiration Date** The last day of the last Renewal Term.

**Environmental Law**

- a. Any applicable federal, state or local statute, law, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction, directive, requirement by, of, or agreement with any Governmental Agency, existing as of the Lease Execution Date and as amended thereafter, relating to:
  - i. the protection, preservation or restoration of the environment (including, without limitation, air, water, vapor, surface water, ground water, drinking water supply, surface land, subsurface land, plant and animal life, or any other natural resource), or to human health and safety; or
  - ii. the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of, Hazardous Substances.
- b. Environmental Law also includes, without limitation, any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages related or incidental to, or threatened as a result of, the presence of or exposure to any Hazardous Substance and the following statutes and implementing regulations:
  - i. the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.);
  - ii. the Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.);
  - iii. the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.);
  - iv. the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601 et seq.);
  - v. the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.); and
  - vi. the Occupational Safety and Health Act, as amended (29 U.S.C. § 651 et seq.).

**Floor Area** The area determined by measuring from the interior faces of all outside walls and common walls.

**Governmental Agency** Any federal, state or local government, subdivision, district, agency, department, court, tribunal, officer, board, commission or other instrumentality.

**Governmental Approvals** All permits, licenses, easements, zoning relief, subdivision relief, orders, certificates or other authorizations issued by any applicable Governmental Agency necessary, required by Tenant to allow for the use and occupancy of the Premises and the Equipment Building for the Intended Use and the provision of all utilities necessary for the Intended Use.

**Hazardous Substance** Any substance, whether liquid, solid or gas, that is listed, defined, designated or classified as toxic, hazardous, radioactive or dangerous under any Environmental Law, whether by type or by quantity. Hazardous Substance includes, without limitation, any explosive or radioactive material, asbestos, asbestos containing material, urea formaldehyde foam insulation, polychlorinated biphenyls, special waste or petroleum products or any derivative or by-product thereof, methane, toxic waste, pollutant, contaminant, hazardous waste, toxic or hazardous substances or related materials, as defined in any applicable Environmental Law.

**Initial Term** A period of five years beginning on the Commencement Date.

**Intended Use** The construction, installation, operation and maintenance of the Antenna Facilities and utility services related thereto.

**Lease Execution Date** The date set forth in the first paragraph of Page 1 of this Lease, irrespective of the date on which either party in fact caused this Lease to be executed.

**Lease Year** The first Lease Year shall be for a period of twelve consecutive calendar months beginning on the Commencement Date, except that if the Commencement Date shall be other than the first day of a calendar month, the first Lease Year shall be the period beginning on the Commencement Date and ending on the last day of the calendar month in which it shall occur, plus the following twelve calendar months. Each Lease Year after the first Lease Year shall be a successive period of twelve calendar months.

**Leased Property** Tenant's Tower Space, together with Tenant's Equipment Building Space.

**Other Approvals** All permits, licenses, easements, zoning relief, subdivision relief, orders and certificates or other authorizations issued by any applicable Entity other than a Governmental Agency required by Tenant to allow for the use and occupancy of the Premises and the Equipment Building for the Intended Use and the provision of all utilities necessary for the Intended Use.

**Premises** That certain real property located at 100 North River Road in Des Plaines, Illinois and legally described in Exhibit B.

**Renewal Term(s)** Three (3) periods of five (5) Lease Years each.

## ***Rent***

- a. Initial Term: Annual rent of \$18,960 for Lease Year beginning September 1, 2022, payable annually in advance. In year two of the Initial Term, and each year of the Initial Term thereafter, the annual rent will increase 4.5% over the Rent paid during the previous Lease Year as set forth in Exhibit C.
- b. Renewal Terms: Annual rent of \$23,628 per Lease Year, beginning on September 1, 2027, payable annually in advance. In year two of the first Renewal Term, and each year thereafter, including throughout any additional Renewal Terms exercised, the annual rent will increase 4.5% over the Rent paid during the previous Lease Year as set forth in Exhibit C.

***Tax Year*** The year in which Taxes are due and payable to the applicable Governmental Agency.

***Taxes*** Ad valorem real property taxes and assessments (whether general or special) that are lawfully levied or assessed by any Governmental Agency and that become a lien on, or are levied against, the tax parcel of which the Leased Property is a part.

***Tenant's Equipment Building Space*** That certain space located within the Equipment Building, as depicted in Exhibit A, comprising approximately 200 square feet in Floor Area.

***Tenant's Proportionate Share*** The product of a particular cost or charge multiplied by a fraction whose numerator is the number one (1) and whose denominator is the number of Entities leasing space on the Premises as of the date such cost or charge was incurred.

***Tenant's Tower Space*** Those certain areas of the Tower, as depicted in Exhibit A.

***Term*** The Initial Term and any Renewal Term exercised pursuant to the provisions of this Lease, as the context shall require.

***Tower*** The water tower owned by Landlord and located on the Premises.

## **ARTICLE 3 - DEMISE**

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Property and such related uses of the Premises as may be described in this Lease.

## **ARTICLE 4 - TERM**

Tenant shall have and hold the Leased Property, and such related uses of the Premises as may be described in this Lease, for the Term, unless sooner terminated as hereinafter provided.

## **ARTICLE 5 - RENT**

5.1 On the first day of the first Lease Year, Tenant shall pay to Landlord, (i) the Rent and (ii) the Rent for each day of such Lease Year in excess of 365 days,

calculated on a per diem basis. On the first day of each subsequent Lease Year for the balance of the Term, Tenant shall pay the Rent to Landlord.

5.2 Tenant shall pay all Rent to Landlord at the address set forth in Article 1 of this Lease.

5.3 Tenant shall pay to Landlord a late payment charge equal to five percent of the total amount due for any Rent not paid within fifteen days after the date on which such Rent is due. Landlord shall invoice Tenant for all late payment charges within one (1) year from the date on which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant.

5.4 Upon request from Tenant, Landlord shall provide Tenant with a complete and accurate W-9 form and any other documents reasonably requested by Tenant for its internal, regulatory or tax compliance purposes. .

#### ARTICLE 6 - TAXES

6.1 The Taxes on the Leased Property shall be either:

- (a) the actual Taxes if the Leased Property is a separate tax parcel; or
- (b) if the Leased Property is not a separate tax parcel, the Tenant's Proportionate Share of the amount of the Taxes included in the tax statement(s) that includes the Premises.

6.2 In the event that this Lease results in the partial or total loss of the Premises' exemption from Taxes, Tenant shall be responsible for the payment of the following:

- (a) If the Leased Property is a separate tax parcel, Tenant shall pay the full amount of all Taxes assessed thereon to the Governmental Agency.
- (b) If the Leased Property is not a separate tax parcel, Tenant shall pay to Landlord, an amount attributable to and levied upon Tenant's leasehold improvements on the Leased Property at least fifteen days prior to the due date for such Taxes during each Tax Year of the Term. Landlord shall then pay the amount of the Taxes assessed against the Leased Property. Landlord shall submit a bill to Tenant for the portion of Taxes owed by Tenant at least sixty (60) days before Taxes are due on the Premises.

6.3 Tenant shall be solely responsible for, and shall timely pay, all personal property taxes levied and assessed, if any, against Tenant or Tenant's personal property.

6.4 At the request of either party, the other party shall provide evidence of payment of any Taxes or personal property taxes.

6.5 Tenant shall be solely responsible for all costs and expenses attributable to any divisions, consolidations, or other applications and relief relating to Taxes that may result from this Lease or Tenant's use of the Leased Property and the Premises.



Tenant shall reimburse Landlord for Tenant's Proportionate Share of any costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection with such matters. For any Taxes for which Tenant is responsible under this Lease, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction and may pay same under protest, or take such other steps as may be permitted by the applicable jurisdiction. This right shall include the ability to institute any legal, regulatory or informal action with respect to the valuation of the Leased Property. Landlord shall cooperate with respect to the commencement of any such proceedings. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant.

6.6 If Landlord causes the Leased Property to be assigned its own tax parcel, it shall not include property in excess of the Leased Property.

6.7 Tenant shall have the right, but not the obligation at any time after the Landlord's failure to pay the Taxes due by Landlord after the prior written notice to pay any Taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 6.7 due to Landlord's failure to pay, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant. Tenant shall endeavor to give Landlord thirty (30) days prior written notice of its intent to pay Landlord's Taxes, unless payment must be made sooner in order to prevent a foreclosure of the Premises. Notwithstanding anything to the contrary contained in this Section 6.7, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

6.8 Any tax-related notices shall be sent to Tenant in the manner set forth in Section 28.1 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Lease, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant.

Northern Illinois Gas Company  
Attn: Real Estate Administration -- Taxes  
241 Ralph McGill Blvd. Bin #10139, ATTN: Laura Keyes  
Atlanta, GA 30308

#### ARTICLE 7 - USE

7.1 Prior to commencing the Intended Use, Tenant shall, at its sole cost and expense, obtain any and all Governmental Approvals and Other Approvals that may be required in connection with the use of the Leased Property for the Intended Use.

7.2 Tenant shall have the right during the Term to use the Leased Property for the Intended Use; provided, however, that Tenant shall not use the Leased Property in any manner that interferes with or disturbs the use of the Premises (i) by Landlord for any lawful purpose or (ii) by a Co-Tenant whose facilities were installed prior to the Commencement Date for any lawful use authorized under Landlord's lease with Co-Tenant.

7.3 Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Premises.

#### ARTICLE 8 - QUIET ENJOYMENT; CO-TENANTS

8.1 Tenant recognizes that Landlord has the right to, and may from time to time, lease a portion of the Premises to Co-Tenants.

8.2 Tenant recognizes, acknowledges and agrees that the primary purpose of Landlord's ownership and use of the Tower and the Premises is for the public purposes of providing a reliable and continuous source of potable water within and without Landlord's corporate limits, and providing public safety communications in connection with the provision of public safety services by Landlord and other Governmental Agencies. Tenant understands and agrees that its Intended Use of the Leased Property and the Premises may, from time to time, be disrupted and disturbed due to Landlord's obligation to provide potable water and such other services, including emergency situations as determined by Landlord, and Tenant agrees to cooperate with Landlord in Landlord's provision of such services.

8.3 Subject to the other terms and provisions of this Article, Landlord covenants and agrees that upon (i) payment by Tenant of Rent as set forth in Article 5 of this Lease and (ii) performance by Tenant of all terms, covenants and conditions of this Lease applicable to Tenant, Tenant shall peaceably and quietly hold and enjoy the Leased Property and the rights and privileges granted for the Term demised without hindrance or interference by Landlord, and Landlord shall perform all of its obligations under this Lease.

8.4 Landlord shall not permit a Co-Tenant to lease any portion of the Premises after the Commencement Date if Landlord or Northern Illinois Gas Company knows that the Co-Tenant's proposed use will interfere with Tenant's Intended Use. In the event that (i) Tenant's use of the Leased Property for the Intended Use is interfered with or disturbed by a Co-Tenant or an officer, agent, employee or contractor of, or other Entity acting on behalf of, a Co-Tenant, or (ii) any property of Tenant's located on the Premises is damaged by a Co-Tenant or an officer, agent, employee or contractor of, or other Entity acting on behalf of, a Co-Tenant, Tenant shall have the right to make any claim for such interference, disturbance or damage directly against such Co-Tenant. Tenant shall provide a copy of any notice by Tenant to a Co-Tenant of such claim.

8.5 Tenant operates on frequencies licensed from the FCC ("Licensed Frequencies"). Tenant warrants and represents that the Antenna Facilities and the installation, operation and maintenance of the Antenna Facilities shall not interfere with the currently existing (as of the Commencement Date) electronic equipment of any of Landlord's licensees or tenants located on the Premises, or of nearby property owners – provided such other Landlord licensees and tenants are not operating on the Licensed Frequencies. Tenant shall eliminate any such interference within forty-eight (48) hours. If Tenant is unable to eliminate the interference within a reasonable amount of time, Tenant shall have the option to terminate this Lease. Upon such termination, Tenant will take such actions as required by this Lease at its termination. In the event of any interference with Tenant's Antenna Facilities, Tenant shall have the right to terminate this Lease.

8.6 Tenant acknowledges its right to enforce the provisions of this Article against a Co-Tenant and that Co-Tenant has the right to enforce the provisions of this Article against Tenant.

8.7 From and after the date of this Agreement, Landlord will make every effort to avoid interference with Tenant's then-current equipment. If Tenant notifies Landlord that Tenant has detected any such interference, Landlord shall take any necessary action immediately to cease such interference (including, without limitation, if required, deactivation of the equipment causing such interference) until a mutually acceptable permanent solution is developed. If such interference does not cease promptly, Tenant shall have the right, in addition to any other rights or remedies under this Agreement or at law or in equity, to terminate this Agreement.

#### ARTICLE 9 - UTILITIES

From the Commencement Date and continuing throughout the Term:

- a. The Landlord agrees to allow the Tenant to utilize a 20-amp circuit breaker from the Landlord's current electric service. The cost of the electric is included in the rent.
- b. If electrical utility service is interrupted for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant, at Tenant's expense, the right to bring in a temporary source of power for the duration of the interruption as long as the temporary source of power does not interfere with Landlord's operation of the Tower. Tenant will provide Landlord with as much advanced notice as is reasonably possible of its intent to provide such temporary source of power.

## ARTICLE 10 - ACCESS

10.1 Tenant and its authorized representatives shall have the right to enter the Premises for the purpose of gaining access to the Leased Property upon 24 hours' notice to Landlord; provided, however, that advance notice to Landlord shall not be required in the event of a bona fide emergency. Tenant will be allowed to access the Premises by obtaining a key from Landlord's Public Works Water Treatment facility located at 2555 Maple Street, Des Plaines, Illinois 60018 (Contact telephone number 847-391-5490). Landlord and its agents shall have the right to enter the Premises and the Leased Property (i) for the purpose of examining and inspecting the Leased Property and the antenna facilities upon 24 hours' notice to Tenant; provided, however, that notice to Tenant shall not be required in the event of a bona fide emergency, and (ii) for operating, maintaining, testing, repairing, and replacing the Tower and the Premises at any time without notice to Tenant.

10.2 Landlord hereby grants the Tenant the following rights:

- a. A right to run cable, including constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, through the Connection Space to allow the Leased Property to be used for the Intended Use.
- b. A right of access to and over the Premises upon advanced notice to, and approval by, Landlord for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as may be required in order to provide utility or similar services, including electronic power and telecommunications, to the Leased Property for the Intended Use. This right will extend to any company providing utility or similar services, including electronic power and telecommunications to the Leased Property.

## ARTICLE 11 - PROPERTY IN OR UPON LEASED PROPERTY

All facilities, equipment and property of any nature that may be installed or placed in or upon the Leased Property by Tenant, but not including the Equipment Building, shall remain the property of Tenant. Landlord waives any right it may have in said facilities, equipment and property other than the Equipment Building. Tenant may assign, lien, encumber, mortgage or create a security interest in or upon its facilities, equipment or other property in or upon the Leased Property without the consent of Landlord; provided, however, that Tenant may not assign, lien, encumber, mortgage or create a security interest in any facilities, equipment or property of the Landlord, including the Tower, the Premises and the Equipment Building.

## ARTICLE 12 - MAINTENANCE

12.1 Tenant shall, at its sole cost and expense, maintain the Antenna Facilities and all of its improvements, equipment and other personal property located upon or within the Leased Property in good condition and repair. Tenant shall keep the Leased Property free of debris and free of any dangerous, noxious, hazardous or offensive condition prohibited by applicable law.

12.2 In the event Landlord is required to perform maintenance activities on the Tower, Landlord will make all reasonable efforts to perform such maintenance without interfering with the Antenna Facilities. If Landlord is required to perform maintenance activities that require the relocation or temporary removal of the Antenna Facilities, Tenant agrees to remove its Antenna Facilities for the duration of the maintenance and reattach the Antenna Facilities at its cost. The parties will work together in good faith to expedite any maintenance activities on the Tower.

In the event Landlord determines that unplanned, emergency maintenance work requiring the immediate removal of the Antenna Facilities is necessary to preserve the structural integrity of the Tower, the safe operation of the City of Des Plaines' ("**City**") water supply system, or the safety of the City's Public Works personnel or the City's contractors, in accordance with Section 8.2 of this Lease, Tenant agrees to cooperate with Landlord and Landlord agrees to work in good faith and in an expedited manner to provide alternative facilities, including cellular on wheels facilities that offer the same level of service coverage, during the duration of such emergency work.

#### ARTICLE 13 - IMPROVEMENTS

The Antenna Facilities installed on the Leased Property shall conform with the plans shown in Exhibit A. No change in or modification to the Antenna Facilities that is not in conformance with Exhibit A shall be made by Tenant without an amendment to this Lease in the manner provided in Article 28 of the Lease. Notwithstanding the foregoing, Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, within Tenant's Equipment Building Space at any time during the Term of this Lease, without Landlord's consent. Furthermore, Tenant shall have the right to replace, repair and upgrade any Antenna Facilities on the Tower after providing Landlord with advanced written notice of, and an opportunity to review all plans and specifications associated with such replacement, repair or upgrade. Landlord will, within ten (10) days after receiving notice and an opportunity to review, not unreasonably withhold its consent to such replacement, repair, or upgrade, provided, however, any alteration to the Premises and the Tower that increases the number or size of panel antennas shall be considered a material alteration to the Antenna Facilities and shall require a written amendment to this Lease. If Landlord's fails to respond in writing to Tenant's proposed plans within thirty (30) days of their receipt, Tenant shall have the right to terminate this Lease, unless and until Landlord responds. Tenant will be allowed to make such alterations to the Premises in order to ensure compliance with all applicable federal, state or local laws, rules or regulations.

#### ARTICLE 14 - INDEMNIFICATION

Tenant shall indemnify, save harmless, and defend Landlord, its boards, committees, commissions, officers, agents and employees, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the existence of a breach of this Lease by Tenant or any act or omission of Tenant whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Tenant, except to the extent caused by the negligence or intentional acts or omissions of Landlord, but not to the extent that Landlord's acts or omissions are subject to tort immunity.

To the extent permitted by applicable law, Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Landlord's ownership of the Premises or breach of this Lease or any negligent or intentional act of Landlord related to this Lease, whether or not due or claimed to be due in whole or in part or the active, passive, or concurrent negligence or fault of Landlord, except to the extent that Landlord's acts or omissions are subject to tort immunity and except to the extent caused by the negligent or intentional acts or omissions of Tenant or its officers, employees or agents.

The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

#### ARTICLE 15 - INSURANCE

15.1 Tenant shall maintain insurance on any of its property located on the Premises as it may deem reasonable and necessary. Landlord shall have no liability for damage, destruction or loss to such property other than that caused by the intentional acts of Landlord.

15.2 Tenant shall maintain, at its sole cost and expense, throughout the Term, the following policies of insurance issued by a company with at least an "A" rating from the most recently published *A.M. Best and Company Guide* and authorized to do business in the State of Illinois:

- a. Commercial general liability insurance, on Insurance Services Office (ISO) policy form CG 00 01 or its equivalent, insuring Tenant against liability for personal injury, death or damage to property arising out of the use of the Leased Premises by Tenant. Such insurance shall provide coverage with policy limits of not less than \$5 million in the event of bodily injury or death to one or more persons and in an amount of not less than \$5 million for property damage.
- b. Automobile liability insurance, on an "any auto" basis, with a combined single limit for personal injury and property damage not less than \$2 million.
- c. Workers' compensation insurance, with such limits as are required by law, and employees' liability insurance, with limits not less than \$500,000 per person-injury and \$1 million per occurrence.

With respect to all insurance policies required to be maintained by Tenant pursuant to this Lease:

- a. The following parties shall be included as additional insureds:

The City of Des Plaines and its boards, committees, commissions, officers, agents and employees.

Such additional insured coverage: (i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors; (ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and (iii) shall not exceed Tenant's indemnification obligation under this Lease, if any.

- b. Tenant shall give the City of Des Plaines at least thirty (30) days prior written notice of any intention not to renew any policy required hereunder or to cancel and not replace or materially alter such policies, such notice to be given by certified mail, addressed to: City Manager, City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016.

Tenant shall send a certificate of insurance for each such policy to Landlord annually and any time a new policy is issued.

15.3 Notwithstanding the foregoing, Tenant may self-insure the coverages required in subsection 15.2 under the same terms provided that that (i) Tenant or its parent company maintains a net worth of \$500,000,000 throughout the term of this Lease; (ii) Tenant maintains sufficient capital reserves as approved annually by Ernst & Young or any successor auditing company; (iii) Tenant uses a third party administrator to manage all claims; (iv) Tenant is responsible for payment of any self-insured retention; and (v) Tenant provides Landlord with sufficient advance notice of its intent to self-insure. In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection 15.2): (x) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (y) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and (z) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

15.4 Landlord shall, at its own cost and expense, at all times throughout the Term carry all-risk property insurance for or properly self-insure the Tower and Equipment Building.



## ARTICLE 16 - EMINENT DOMAIN

In the event that all or substantially all of the Premises shall be taken by any Governmental Agency or utility that has the power of eminent domain, then Tenant shall have the right to terminate this Lease within sixty (60) days thereafter. Each party shall have the right to maintain its own respective action against the condemning authority for its respective damages and neither party shall have any interest in any award granted to the other.

## ARTICLE 17 - ENVIRONMENTAL COMPLIANCE

17.1 Tenant shall, at Tenant's sole cost and expense, comply with all Environmental Laws pertaining to Tenant's operations on the Premises. Landlord shall, at Landlord's sole cost and expense, comply with all Environmental Laws pertaining to Landlord's operations on the Premises.

17.2 Tenant shall not cause or permit any Hazardous Substance to be brought, kept, stored or used in or about the Premises, except for normal and customary amounts used in conjunction with the Intended Use in compliance with all Environmental Laws; provided, however, that Tenant may use batteries or a temporary generator to provide power for the Antenna Facilities in the event of a bona fide emergency, so long as such power source, and its operation and use, complies with all Environmental Laws.

17.3 If Tenant causes or permits any Hazardous Substance to be brought, kept, stored or used in or about the Premises and such violation results in the contamination of the Premises, Tenant shall indemnify, save harmless and defend Landlord, and its boards, committees, commissions, officers, agents and employees, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses ("Claims"), that may arise, or be alleged to have arisen, out of or in connection with Tenant's acts or omissions in connection with such Hazardous Substance whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Tenant, except to the extent caused by Landlord. Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Premises with Hazardous Substances prior to the effective date of this Lease or from such contamination caused by the acts or omissions of the Landlord during the Term.

17.4 Landlord represents to the best of its knowledge that (i) the Premises, as of the date of this Lease, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Premises has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. In the event Tenant becomes aware of any Hazardous Substances on the Premises, or any environmental, health or safety condition or matter relating to the Premises, that, in Tenant's sole determination, renders the condition of the Leased Property or Premises unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Leased Property would expose Tenant to undue risks of liability to a government agency or third party, Tenant will provide notice and an opportunity to cure to an extent necessary to allow Tenant to use the Leased Property for the Intended Use. Tenant represents, covenants and warrants that Tenant's

operations in, on or under the Premises shall be in compliance with all applicable Environmental Laws.

#### ARTICLE 18 - ASSIGNMENT AND SUBLETTING

Tenant will have the right to assign, sell or transfer its interest under this Lease, in whole or part, with Landlord's consent, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Lease. Tenant may not otherwise assign or sublease this Lease with Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed. "Affiliate" means with respect to a party to this Lease, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

#### ARTICLE 19 - DEFAULT

19.1 Tenant shall be in default of this Lease if Tenant shall:

- a. fail to pay, when due, any Rent or any other sums due and payable hereunder within 30 days after notice by Landlord to Tenant specifying the amount and details of unpaid Rent or other sums due hereunder; or
- b. breaches any other covenant or condition of this Lease and does not cure such other default within 30 days after notice from Landlord specifying the default complained of (provided that is such default is not reasonably susceptible of cure within said thirty day period and if Tenant is diligently and continuously pursuing such cure to completion then such cure period may be extended by up to sixty additional days);
- c. if Tenant abandons the Leased Property and ceases its operations at the Leased Property for more than 60 days;
- d. if Tenant is adjudicated as bankrupt or makes an assignment for the benefit of creditors; or
- e. if Tenant becomes legally insolvent.

19.2 In the event of a default as described above, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have in law or equity with only such further demand or notice as may be required by applicable law, to re-enter the Leased Property and eject all persons therefrom, and either:

- a. Declare this Lease at an end, in which event Tenant shall remove the Antenna Facilities within 60 days and pay Landlord a sum of money equal to the total of: (i) the amount of the unpaid Rent

accrued through the date of termination; and (ii) any other amount necessary to reimburse Landlord for its costs paid to third parties directly and proximately caused by Tenant's breach of this Lease.

- b. Without terminating this Lease, relet the Leased Property, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly upon demand.

19.3 No re-entry and taking of possession of the Leased Property by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

19.4 Landlord shall be in default of this Lease if (i) Landlord fails to provide access to the Leased Property as required by this Lease within twenty-four (24) hours after written notice of such failure; or (ii) Landlord shall breach any of its covenants contained in this Lease and does not cure such other default within 30 days after notice from Landlord specifying the default complained of (provided that if such default is not reasonably susceptible of cure within said 30 day period and if Landlord is diligently and continuously pursuing such cure to completion then such cure period may be extended by up to 90 additional days). If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to terminate this Lease and receive from Landlord a refund of any unused, prepaid Rent on a pro rata basis, or; (ii) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (iii) any and all other rights available to it under law and equity.

19.5 In any action or proceeding hereunder, the prevailing party shall be entitled to recover from the other the prevailing party's reasonable costs and expenses in such action or proceeding, including, without limitation, reasonable attorneys' fees. In the event either party is sued by a third party as a result of a violation of a covenant or warranty herein contained by the other party hereto, then the party who has violated the covenant or warranty shall be responsible for the reasonable costs and expenses in such action or proceeding against the non-violating party, including, without limitation, reasonable attorneys' fees.

#### ARTICLE 20 - FORCE MAJEURE

Except as otherwise expressly set forth herein, in the event either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive laws or regulations of Governmental Agencies, riots, insurrection, war or other reasons of a like nature not the fault of the party delayed in doing acts required under the terms,

covenants and conditions of this Lease (all of such reasons or causes referred to in this Lease as *Force Majeure*), then performance of such acts shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

#### ARTICLE 21 - EVIDENCE OF LEASE

Concurrent with the execution of this Lease, Landlord and Tenant shall execute an evidence of this Lease for recording, substantially in the form of Exhibit D (*Evidence of Lease*). Landlord may if it desires, record the Evidence of Lease and in such case Tenant shall reimburse Landlord the actual recording fees charged by the county for recording the Evidence of Lease. In the event of a significant change to the terms, covenants and conditions of this Lease, as determined by Landlord, Landlord and Tenant shall execute and record a new or amended and restated Evidence of Lease stating such changed terms.

#### ARTICLE 22 - ESTOPPEL CERTIFICATE

Upon notice from either Landlord or Tenant to the other party, such other party shall, within twenty days of receipt of such notice, execute and deliver to the requesting party, without charge, a written statement:

- a. ratifying this Lease;
- b. certifying that this Lease is in full force and effect, if such is the case, and has not been modified, assigned, supplemented or amended, except by such writings as shall be stated;
- c. certifying that all terms, covenants and conditions under this Lease to be satisfied and performed have been satisfied and performed, except as shall be stated;
- d. certifying that the other party is not in default under this Lease, or stating the defaults claimed; and
- e. reciting the amount of advance rental, if any, paid by Tenant and the date to which rental has been paid.

#### ARTICLE 23 - SUBORDINATION

23.1 Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any first mortgage or deed of trust or bond now or hereafter placed upon Landlord's interest in the Premises; provided, however, that:

- a. Tenant's possession of the Leased Property shall not be disturbed so long as Tenant continues to perform its duties and obligations under this Lease; and
- b. Tenant's duties and obligations under this Lease shall not

be expanded nor its rights diminished by the operation of this Article,

23.2 Tenant shall attorn to the mortgagee, trustee, beneficiary or bond holder under any such mortgage, deed of trust or bond, and to the purchaser in a sale pursuant to the foreclosure thereof; provided, however, that Tenant's possession of the Premises shall not be disturbed so long as Tenant shall continue to perform its obligations under the Lease. If the Premises is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

#### ARTICLE 24 - SURRENDER OF LEASED PROPERTY

Within 30 days after the expiration of the Term, Tenant will quit and surrender the Leased Property in as good a state and condition as received, reasonable wear and tear, items that are Landlord's responsibility for repair, and damage by insurable casualty, excepted. Notwithstanding the foregoing, Tenant will not be required to remove any footings, foundations or concrete or any underground utilities

#### ARTICLE 25 - HOLD OVER

Unless this Lease is terminated or not renewed during a previous Term, this Lease automatically expires upon the expiration of the last Renewal Term ("**Expiration Date**"). In the event Tenant fails to deliver possession of the Leased Property by the Expiration Date or if Tenant remains in possession of the Leased Property after the termination of this Lease, then Tenant will be deemed to be occupying the Leased Property on a month-to-month basis, subject to the terms and conditions of this Lease provided that Rent shall be equal to 150 percent of the Rent due prior to such termination or the Expiration Date.

#### ARTICLE 26 - RENEWAL TERM(S) AND EXPIRATION

Landlord hereby grants to Tenant the right and option to renew this Lease and extend the Term for the Renewal Term(s) upon the terms, covenants and conditions contained in this Lease. The Renewal Terms shall be automatically exercised unless Tenant gives written notice to Landlord of Tenant's intention not to renew this Lease at least six (6) calendar months before the expiration of the then current Term. If Tenant desires to continue to lease the Premises beyond the three five-year Renewal Terms contemplated by this Lease, Tenant will notify Landlord at least six (6) calendar months before the Expiration Date and the parties may renegotiate a new lease.

#### ARTICLE 27 - BROKER'S COMMISSION

Landlord and Tenant each warrant to the other that they have used no brokerage Entity in connection with this Lease and that no brokerage fees or commissions are owed in connection therewith. Each party shall, and does hereby, indemnify, save harmless and agree to defend the other from any liability for any such fees and commissions.

## ARTICLE 28 - GENERAL

28.1 **Notices.** Any notice or other communication required or permitted to be given under this Lease shall be in writing and shall be (a) personally delivered, (b) delivered by a reputable overnight courier, or (c) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Lease, notices shall be deemed received at the earlier (x) of actual receipt, or (y) one business day after deposit with an overnight courier as evidenced by a receipt of deposit or (z) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses set forth in Article 1 of this Lease or at such other address as either party may, from time to time, specify by written notice to the other in the manner described above.

28.2 **Time of the Essence.** Time is of the essence in the performance of all terms, covenants and conditions of this Lease.

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

28.4 **Non-Waiver.** The failure of Landlord or Tenant to enforce against the other any term, covenant or condition of this Lease shall not be deemed a waiver thereof, nor void or affect the right of the aggrieved party to enforce the same term, covenant or condition on the occasion of any subsequent breach or default; nor shall the failure of either party to exercise any option in this Lease upon any occasion arising therefor be deemed or construed to be a waiver of the right to exercise that same kind of option upon any subsequent occasion.

28.5 **No Joint Venture.** It is hereby understood and agreed that nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent, partnership or joint venture between the parties hereto, it being agreed that no provision herein contained nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

28.6 **Consents.** Whenever the consent or approval of either party is required herein, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, both parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

### 28.7 **Warranties Regarding Execution.**

- a. In order to induce Tenant to enter into this Lease, Landlord hereby warrants and represents to Tenant as follows:
  - i. Landlord has the authority and legal right to make, deliver and perform this Lease and has taken all necessary actions to authorize the execution, delivery and performance of this Lease; and

- ii. the execution, delivery and performance of this Lease (i) is not prohibited by any requirement of law under any contractual obligation of Landlord; (ii) will not result in a breach or default under any agreement to which Landlord is a party or to which Landlord is bound; and (iii) will not violate any restrictions, court order or agreement to which Landlord is subject; and
  - iii. The party executing this Lease on behalf of Landlord has full authority to bind Landlord to the obligations set forth herein.
  - iv. That Landlord owns fee simple title to the Tower, and has the right to maintain the Tower on the Premise and same will remain during the term of this Agreement, free and clear of any liens, judgments, encumbrances, or restrictions which would prevent or adversely affect the Tenant's use of the Premises.
- b. In order to induce Landlord to enter into this Lease, Tenant hereby warrants and represents to Landlord as follows:
- i. Tenant has the authority and legal right to make, deliver and perform this Lease and has taken all necessary actions to authorize the execution, delivery and performance of this Lease; and
  - ii. the execution, delivery and performance of this Lease (i) is not prohibited by any requirement of law under any contractual obligation of Tenant; (ii) will not result in a breach or default under any agreement to which Tenant is a party or to which Tenant is bound; and (iii) will not violate any restrictions, court order or agreement to which Tenant is subject; and
  - iii. The party executing this Lease on behalf of Tenant has full authority to bind Tenant to the obligations set forth herein.

28.8 **Governing Law.** This Lease shall be governed by, construed and enforced in accordance with the internal laws, but not the conflict of laws rules, of the State of Illinois.



28.9 **Severability.** If any term, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

28.10 **Entire Agreement.** This Lease shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect.

28.11 **Successors and Assigns.** The terms, covenants and conditions of this Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

28.12 **Grammatical Usage and Construction.** In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

28.13 **Interpretation.** This Lease shall be construed without regard to the identity of the party who drafted the various provisions hereof. Moreover, each and every provision of this Lease shall be construed as though all parties hereto participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable hereto.

28.14 **Headings.** The table of contents, heading, titles and captions in this Lease have been inserted only for convenience and in no way define, limit, extend or describe the scope or intent of this Lease.

28.15 **Exhibits.** Exhibits A through D attached hereto are, by this reference, incorporated in and made a part of this Lease. In the event of a conflict between an exhibit and the text of this Lease, the text of this Lease shall control.

28.16 **Amendments and Modifications.** This Lease may not be modified or amended except by written instrument executed by each of the parties hereto.

28.17 **Counterpart Execution.** This Lease may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Each party is permitted to deliver this Agreement to the other party by means of delivery of one or more counterpart signature pages via facsimile or other electronic means as an attachment in portable document format (".pdf") or other similar format. Any photographic copy, photocopy or similar reproduction of this Agreement, any Agreement delivered by facsimile or other electronic means, in each case with all signatures reproduced on one or more sets of signatures pages, will be considered as if it were manually executed.

28.18 **Calendar Days and Time.** Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or Federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or Federal holiday.

28.19 Independent Parties. The parties are and shall be independent contractors and this Agreement shall not be construed to create any relationship of partnership, joint venture or other similar relationship.

#### ARTICLE 29 – RENTAL STREAM

If at any time after the date of this Lease, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Lease, and Landlord intends to accept the offer (“Rental Stream Offer”), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Lease. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease until Landlord complies with this Section.

#### ARTICLE 30 – CASUALTY

Landlord will provide notice to Tenant of any casualty or other harm affecting the Premises within forty-eight (48) hours of Landlord becoming aware of the casualty or other harm. If any part of the Antenna Facilities or Premises is damaged by casualty or other harm as to render the Leased Property unsuitable, in Tenant’s sole determination, then Tenant may terminate this Lease by providing written notice to Landlord and a reasonable opportunity to cure such casualty or harm to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Premises as long as there is adequate space, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Leased Property and/or the Antenna Facilities, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Premises at no additional Rent until the reconstruction of the Leased Property and/or the Antenna Facilities is completed. If Landlord determines not to rebuild or restore the Premises, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Premises interfering with or required for Tenant’s Permitted Use of the Leased Property to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Premises and/or the Leased Property are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Premises.

## ARTICLE 31 - PERMITS

The obligations of Tenant under this Agreement are expressly subject to and conditioned upon the satisfaction (or waiver in writing by Landlord) of the following conditions: receipt and maintenance by Tenant of (a) all Government Approvals, Other Approvals and any third party certificates, licenses, approvals, and permits, and (b) any other federal, state or local governmental authorizations (all of the foregoing (a) and (b), collectively, the "Permits") necessary for the use of the Leased Property by Tenant as an antenna site for Tenant's planned communications system, including, without limitation, any building, signage, zoning, variances, special use permits or other Permits required for the Antenna Facilities at the Premises. Landlord shall cooperate with Tenant in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Premises with respect to the Antenna Facilities. Tenant will perform all other acts and bear expenses associated with all Permits for the Antenna Facilities. In the event that (a) any of such applications should be finally rejected or any Permit issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority, (b) any structural analysis, truss report, radio frequency propagation, or similar tests are found to be unsatisfactory so that Tenant, in its sole discretion, will be unable to use the Leased Property for its intended purposes, or (c) any condition of the Premises renders it impossible or impractical for Tenant's purposes (as determined in Tenant's sole discretion), then Tenant shall have the right to terminate this Agreement effective immediately upon Landlord's receipt of written notice of such termination from Tenant and Landlord will refund the pro rata portion of any unused prepaid Rent. Nothing in this Article shall limit the Landlord's rights to terminate the Lease if Tenant fails to satisfy the conditions as provided in this Article related to receipt and maintenance of Permits.

## ARTICLE 32 - ADJOINING AREAS

Landlord grants Tenant the right to use the adjoining and adjacent areas upon the Premises as depicted in **Exhibit A** as is reasonably required during construction, installation, maintenance and operation of Tenant's equipment.

[SIGNATURES APPEAR ON THE NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the day and year first above written.

ATTEST:

LANDLORD: **CITY OF DES PLAINES**,  
an Illinois municipal corporation

\_\_\_\_\_

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

TENANT: **Northern Illinois Gas Company d.b.a. Nicor Gas Company**,  
an Illinois corporation

By:  
Its:

ATTEST/WITNESS:

\_\_\_\_\_

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

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

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



SITE NUMBER:

TP\_999952\_FI

SITE NAME:

DES PLAINES WATER TOWER

TOWER TYPE:

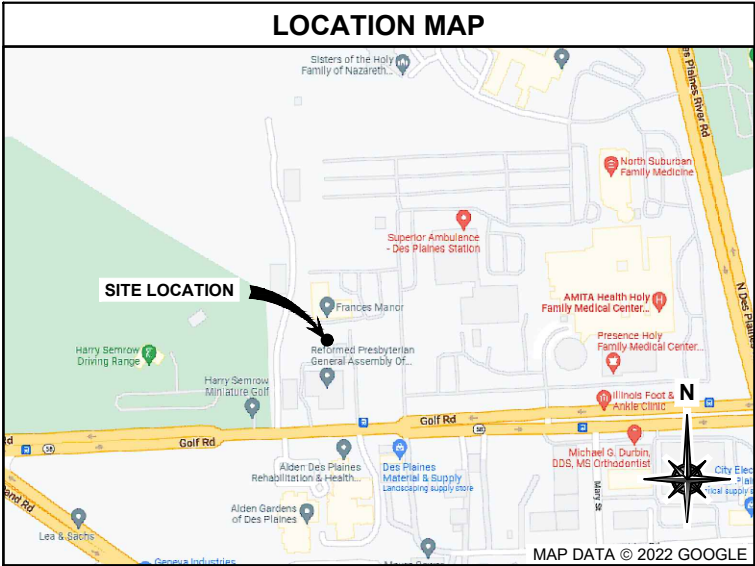
WATER TOWER

JURISDICTION:

CITY OF DES PLAINES

SITE ADDRESS:

1250 GOLF ROAD  
DES PLAINES, IL 60016



PROJECT DESCRIPTION

INSTALL NEW NICOR EQUIPMENT AT GRADE WITHIN EXISTING WATER TOWER INTERIOR & INSTALL NEW NICOR ANTENNA ON EXISTING WATER TOWER. NO NEW WATER OR SEWER IS REQUIRED AS FACILITY IS UNMANNED.

NICOR BUILD OUT:

- (1) H-FRAME MOUNTED EQUIPMENT ENCLOSURE AT GRADE

- (1) H-FRAME MOUNTED AC PANEL AT GRADE

- (1) OMNI ANTENNA & (1) 7/8" COAX CABLE ON TOWER

PROPERTY INFORMATION

SITE ADDRESS:

1250 GOLF ROAD  
DES PLAINES, IL 60016

TOWER INFORMATION:

PROJECT TYPE: ±121'-0" WATER TOWER

NEW RAD CENTER HEIGHT: ±135'-0"

COORDINATES (NAD 1983):

LATITUDE: 42.055073° N

LONGITUDE: -87.893614° W

SQUARE FOOTAGE:

NEW LEASE AREA: 16'-0" SQ. FT.

OCCUPANCY:

U-UTILITY

CONSTRUCTION TYPE:

2-B

PROJECT TEAM

A&E:

WT GROUP, LLC.  
2675 PRATUM AVENUE  
HOFFMAN ESTATES, IL 60192  
CONTACT: TIM KUEN  
TEL: (224) 293-6333  
FAX: (224) 293-6444

SITE CONSTRUCTION MANAGER:

ADVANCED WIRELESS DATA, INC.  
CONTACT: AL SANTOS  
TEL: (416) 565-1610  
EMAIL: al\_santos@pagenet.ca

APPLICANT:

NICOR  
1844 FERRY ROAD  
NAPERVILLE, IL 60563  
CONTACT: T.B.D.  
TEL: (888) 642-6748

PROPERTY OWNER:

CITY OF DES PLAINES  
1420 MINER STREET  
DES PLAINES, IL 60016  
TEL: (847) 391-5300

STRUCTURAL:

WT GROUP, LLC.  
STRUCTURAL ENGINEERING  
2675 PRATUM AVENUE  
HOFFMAN ESTATES, IL 60192  
TEL: (224) 293-6333  
FAX: (224) 293-6444

SHEET INDEX

SHEET NUMBER:	DESCRIPTION:
T-1	TITLE SHEET
C-1	OVERALL SITE PLAN
C-2	SITE PLAN
C-3	ENLARGED EQUIPMENT PLAN
C-4	SITE DETAILS
A-1	TOWER ELEVATION & ANTENNA PLAN
A-2	EQUIPMENT DETAILS
E-1	UTILITY PLAN
GR-1	GROUNDING DETAILS

UTILITIES

ELECTRIC:

COMED  
CONTACT: T.B.D.  
TEL: (877) 426-6331

FIBER:

N/A

811

Know what's below.  
Call before you dig.

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE FOLLOWING CODES:

BUILDING CODE:

2015 INTERNATIONAL BUILDING CODE  
(2015 IBC)

ELECTRICAL CODE:

2014 NATIONAL ELECTRICAL CODE  
(2014 NEC)

Nicor Gas

WT GROUP  
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DES PLAINES WATER TOWER  
1250 GOLF ROAD  
DES PLAINES, IL 60016

JEFFERY S. GUTOWSKY  
002-047235  
REGISTERED  
PROFESSIONAL  
ENGINEER  
OF  
ILLINOIS

EXPIRES: 11/30/23 SIGNED: 07/20/22

REVISIONS

REV.	ISSUED FOR	DATE	BY
A	FOR CLIENT REVIEW	05/13/22	ATK
B	REVISION	05/19/22	ATK
C	REVISION	05/26/22	TRK
D	REVISION	06/16/22	ATK
E	REVISION	06/29/22	ATK
0	FINAL	07/20/22	TRK

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CHECK: JKR  
DRAWN: ATK  
JOB: T2200483

T-1  
TITLE SHEET



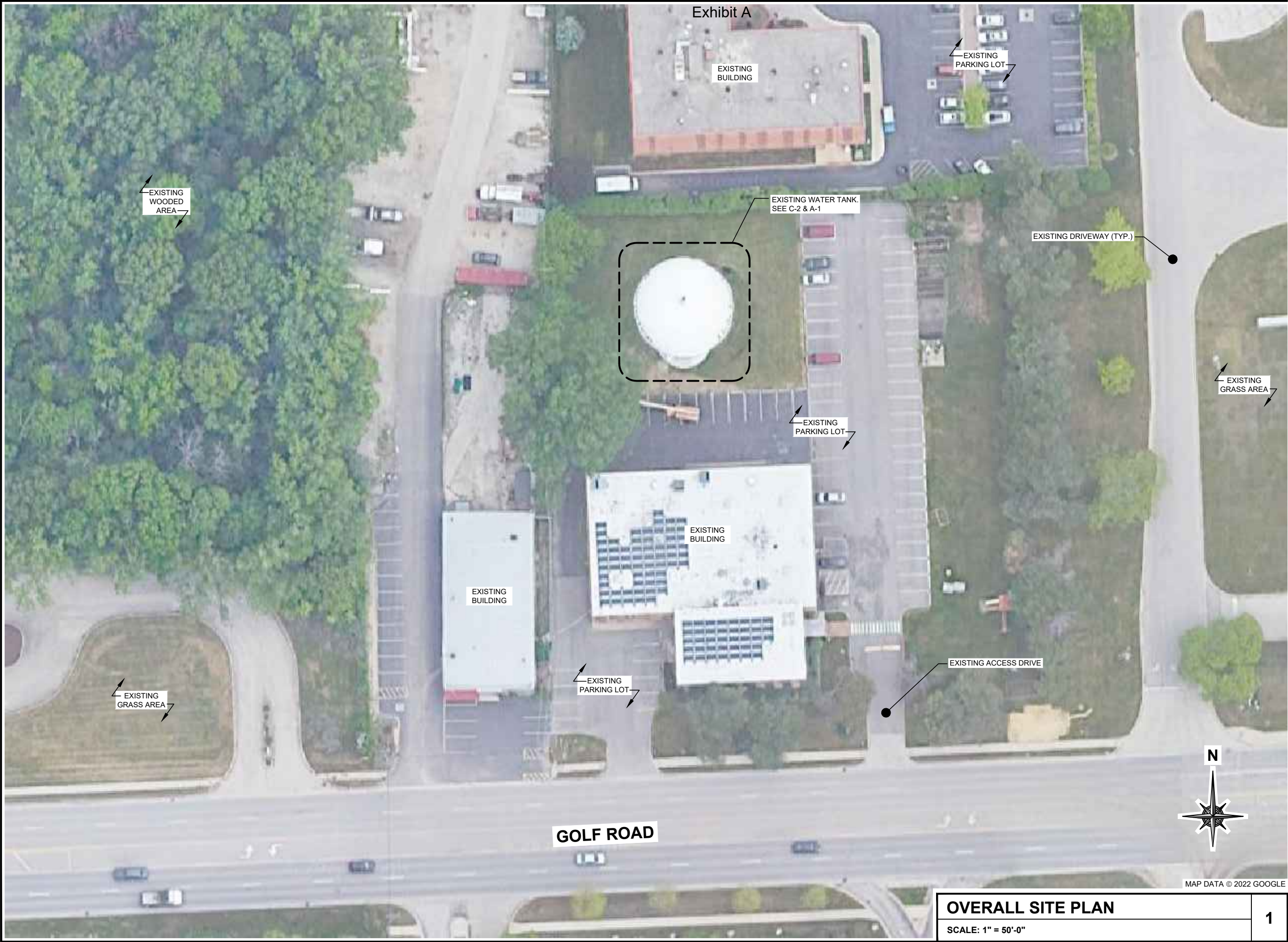


Exhibit A

<b>OVERALL SITE PLAN</b>		<b>1</b>
SCALE: 1" = 50'-0"		

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**WT Group**  
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1250 GOLF ROAD  
DES PLAINES, IL 60016



JEFFERY S. GUTOWSKY  
092-047235  
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DRAWN: ATK  
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**C-1**  
OVERALL SITE PLAN

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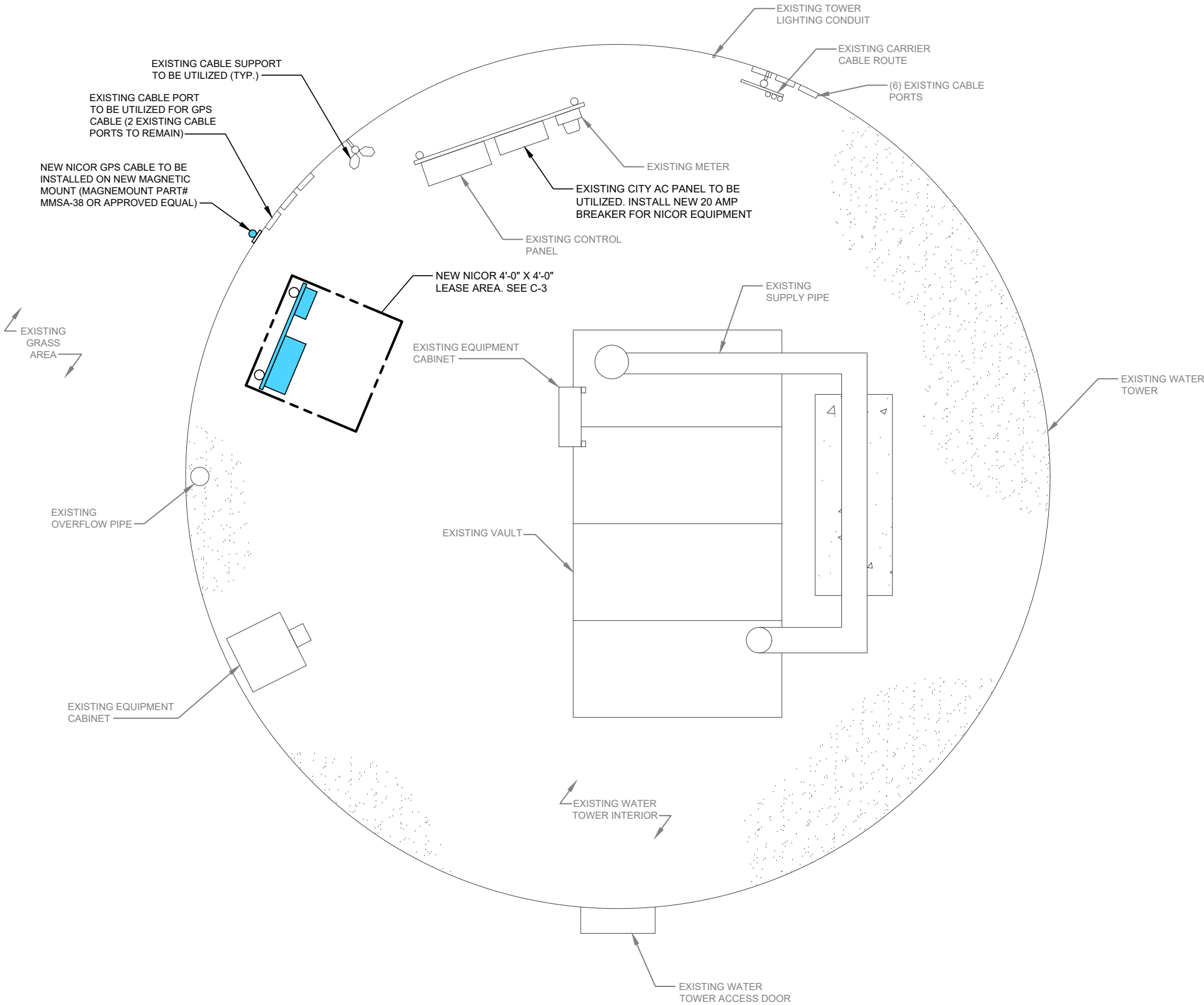


GENERAL SITE NOTES:

1. CONTRACTOR WILL NOT START CONSTRUCTION UNTIL AFTER THEY HAVE RECEIVED THE PRE-CON PACKAGE AND HAVE A PRE-CON WALK WITH THE PROJECT MANAGER.
2. CONTRACTOR TO HIRE PUBLIC (811) AND PRIVATE LOCATING SERVICE IN ORDER TO LOCATE AND PROTECT ALL SURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES
3. CONTRACTOR SHALL VERIFY ALL EXISTING BURIED AND OVERHEAD UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL REPAIR ALL DAMAGED UTILITIES AT HIS OWN COST AND COORDINATE ANY REPAIRS WITH RESPECTIVE UTILITY COMPANY.
4. CONTRACTOR TO VERIFY ALL HEIGHTS AND AZIMUTHS IN FIELD PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY AWD / SENSUS OF ANY DISCREPANCIES BEFORE PROCEEDING.
5. CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION.

Exhibit A


NOTE:  
SEE SHEETS E-1 FOR NEW UTILITY ROUTING



SITE PLAN

SCALE: 1/4" = 1'-0"

1

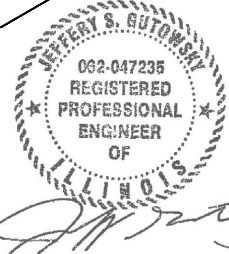
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1250 GOLF ROAD  
DES PLAINES, IL 60016




JEFFERY S. GUTOWSKY  
092-047235  
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OF  
ILLINOIS

EXPIRES: 11/30/23

SIGNED: 07/20/22

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0	FINAL	07/20/22	TRK

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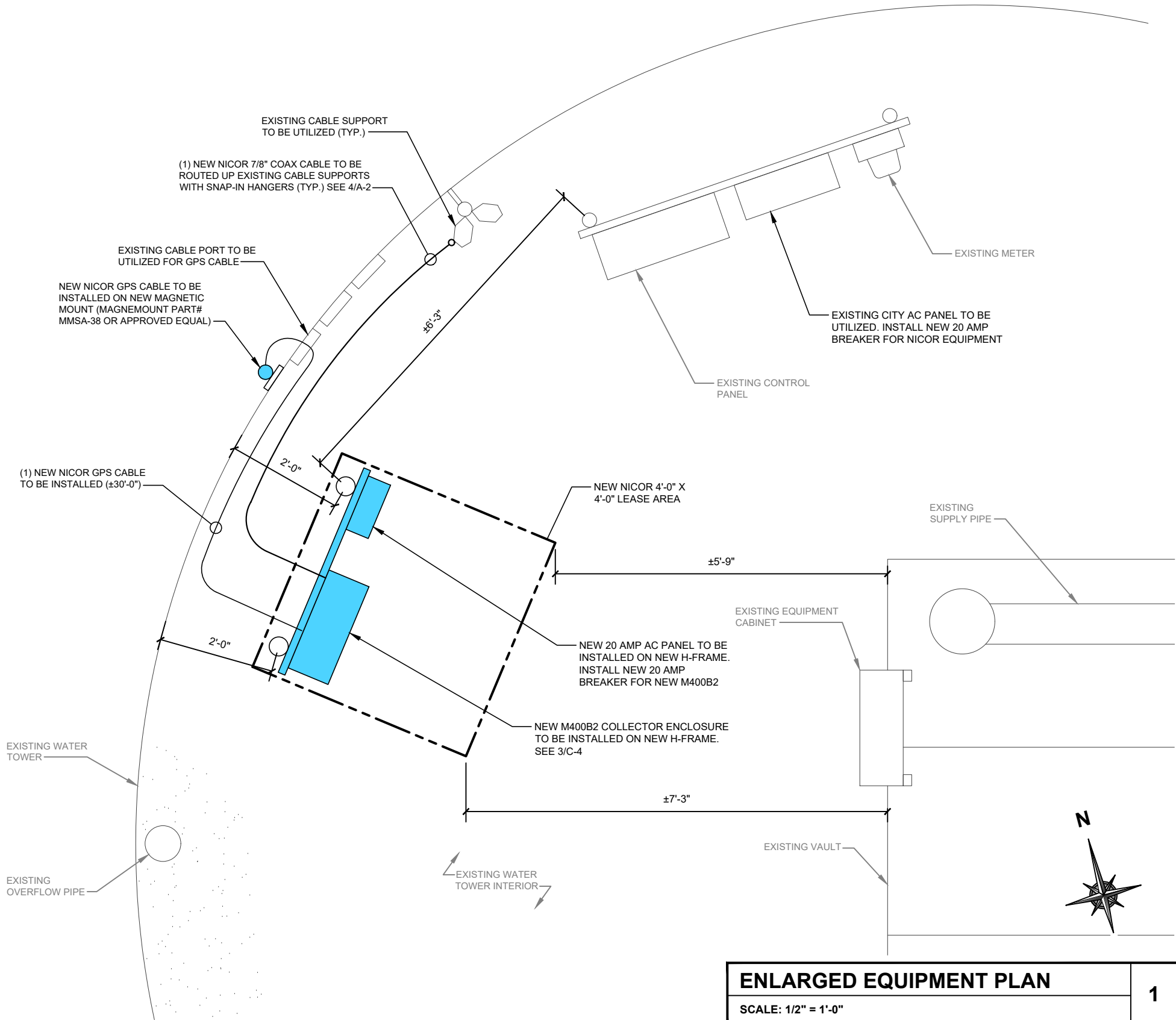


CHECK: JKR  
DRAWN: ATK  
JOB: T2200483

C-2


SITE PLAN






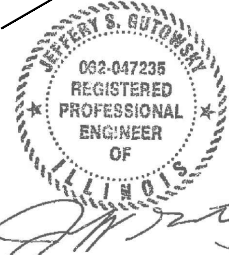
**ENLARGED EQUIPMENT PLAN**  
SCALE: 1/2" = 1'-0"

1


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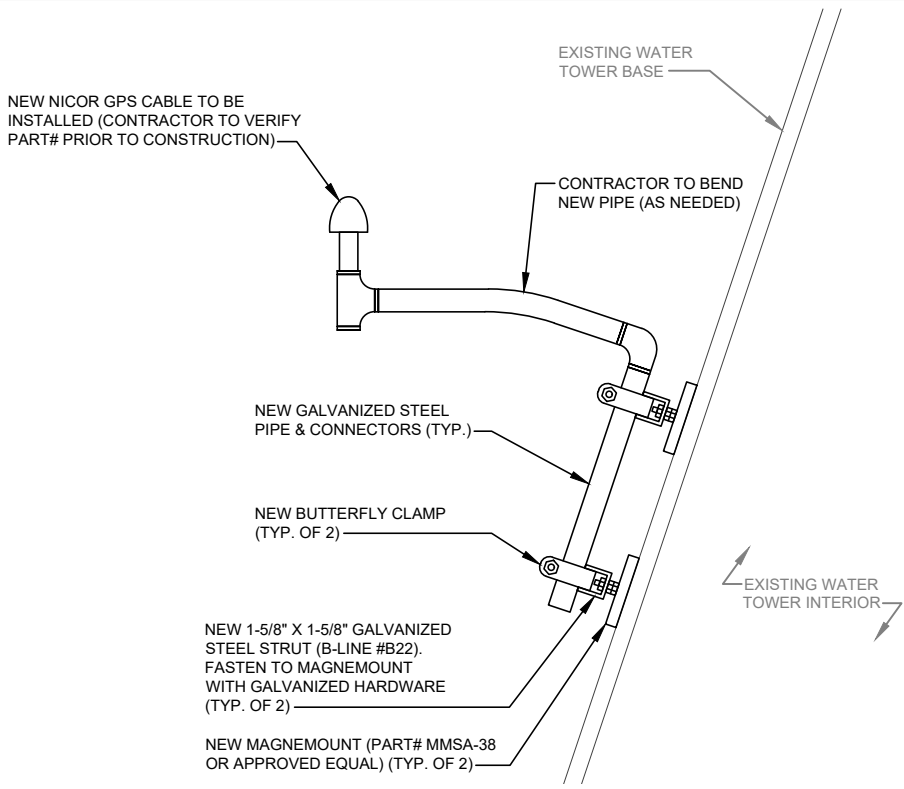
  
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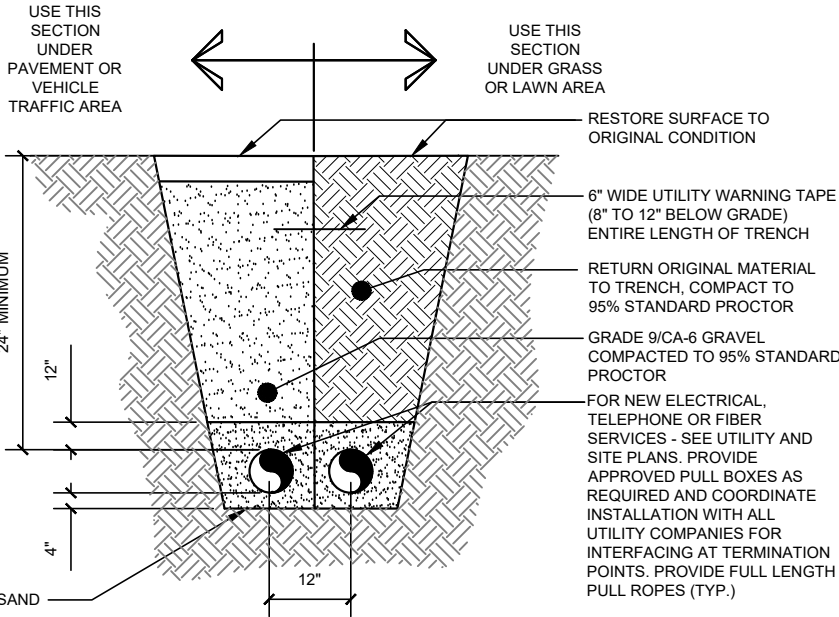
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DRAWN: ATK  
JOB: T2200483

**C-3**  
ENLARGED EQUIPMENT PLAN



SIDE VIEW

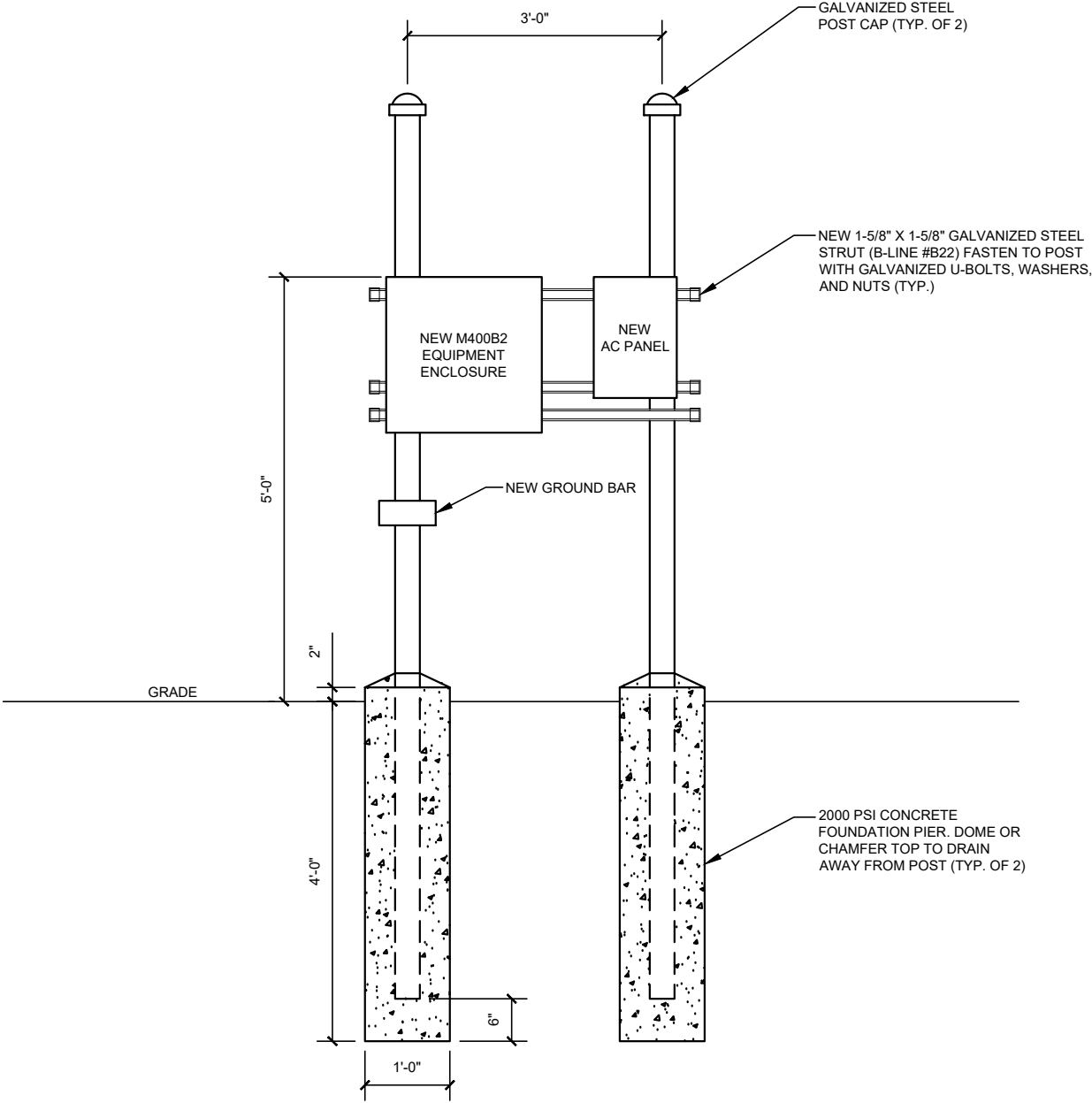
GPS MOUNTING DETAIL	1
SCALE: NONE	



UTILITY TRENCH DETAIL	2
SCALE: NONE	

Exhibit A

NOTE:  
WT'S SCOPE OF WORK  
DOES NOT INCLUDE A  
STRUCTURAL EVALUATION  
OF THIS H-FRAME MOUNT.



FRONT VIEW

M400B2 ENCLOSURE MOUNTING DETAIL	3
SCALE: NONE	

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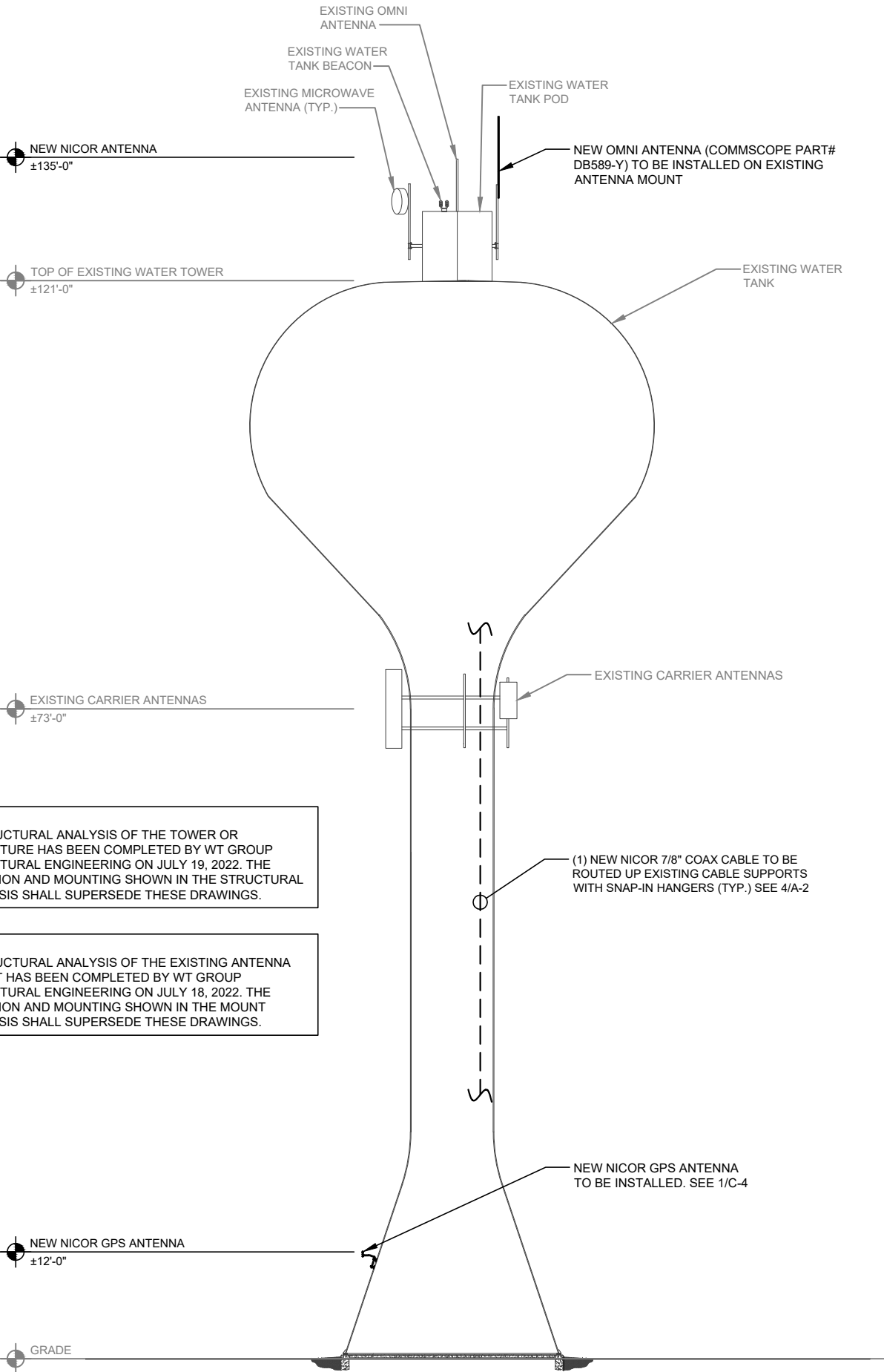
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JOB: T2200483

C-4  
SITE DETAILS

Page 35 of 45



NOTE:  
A STRUCTURAL ANALYSIS OF THE TOWER OR STRUCTURE HAS BEEN COMPLETED BY WT GROUP STRUCTURAL ENGINEERING ON JULY 19, 2022. THE LOCATION AND MOUNTING SHOWN IN THE STRUCTURAL ANALYSIS SHALL SUPERSEDE THESE DRAWINGS.

NOTE:  
A STRUCTURAL ANALYSIS OF THE EXISTING ANTENNA MOUNT HAS BEEN COMPLETED BY WT GROUP STRUCTURAL ENGINEERING ON JULY 18, 2022. THE LOCATION AND MOUNTING SHOWN IN THE MOUNT ANALYSIS SHALL SUPERSEDE THESE DRAWINGS.

TOWER ELEVATION

SCALE: 1/16" = 1'-0"

1

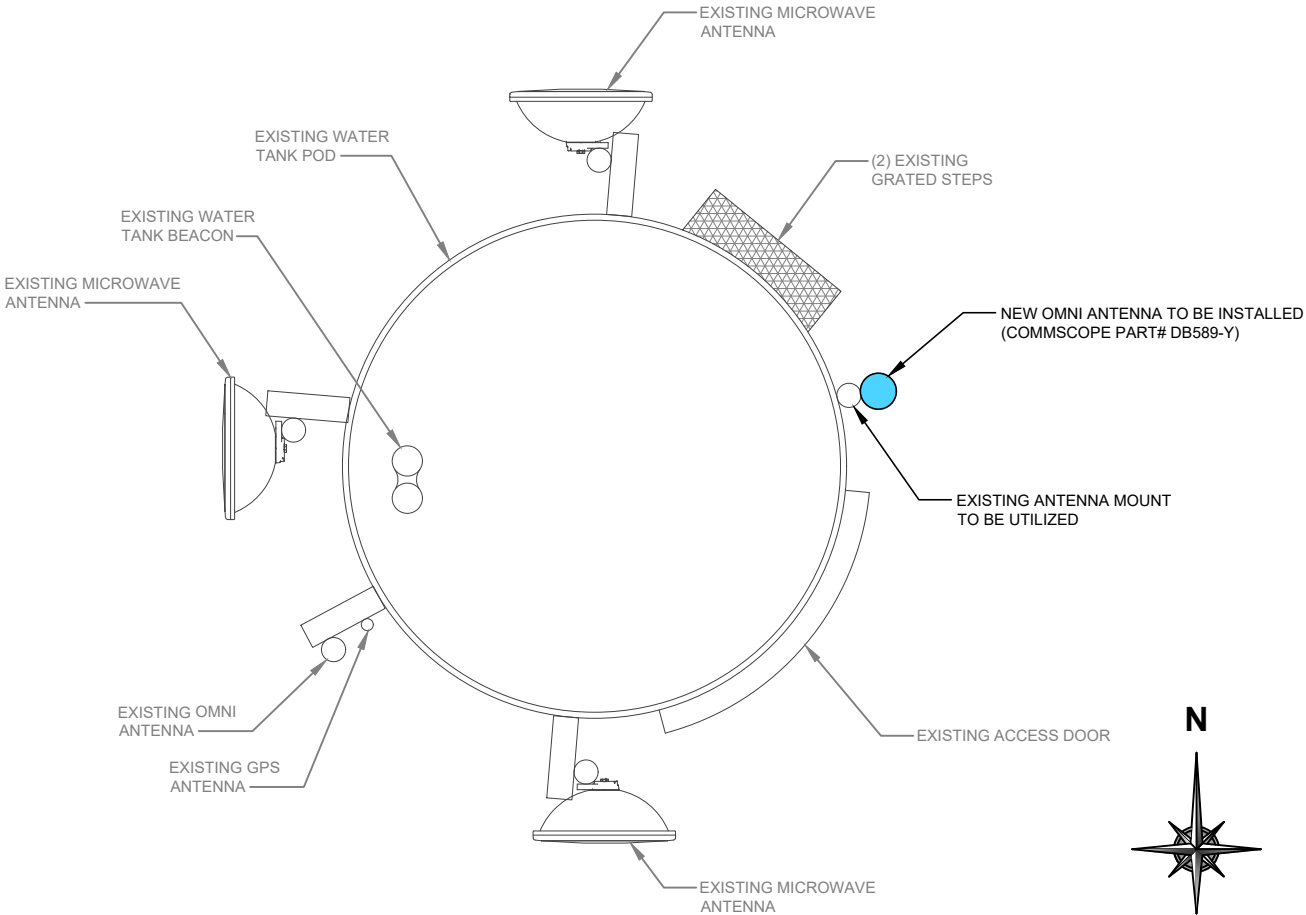
Exhibit A

- NOTE:
1. CONTRACTOR TO VERIFY ALL HEIGHTS IN FIELD PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY NICOR AND ENGINEERING FIRM OF ANY DISCREPANCIES BEFORE PROCEEDING.
  2. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING FINAL RF CONFIGURATION AND NOTIFY AWD / SENSUS WITH ANY DISCREPANCIES.
  3. CONTRACTOR SHALL VERIFY ALL FINAL CONNECTION LOCATIONS WITH AWD / SENSUS PRIOR TO INSTALLATION.
  4. CONTRACTOR TO ARRANGE NEW EQUIPMENT TO AVOID INTERFERING WITH SAFETY CLIMB.
  5. CONTRACTOR TO USE PROPER TORQUE WRENCH WHEN INSTALLING AND TIGHTENING CONNECTORS TO INSURE PROPER FIT.

ANTENNA SCHEDULE

ANTENNA TYPE	OMNI ANTENNA
MODEL #	COMMSCOPE DB589-Y
LENGTH/DIAMETER	110"/1.5"
RAD CENTER	135'-0"
COAX CABLE	(1) 7/8" COAX CABLE
COAX CABLE LENGTH	±160'-0"
JUMPER(S)	1/2" - HIFLEX CABLE

- GENERAL PAINTING NOTES:
- SURFACE PREPARATION (EXTERIOR & DRY INTERIOR):**
- AFTER WELDING OR CUTTING, CLEAN ALL DAMAGED SURFACES IN ACCORDANCE WITH SSPC-SP3 "POWER TOOL CLEANING" CONDITION PRIOR TO APPLICATION OF PRIME COAT.
- COATING (EXTERIOR):**
- THE EXTERIOR PAINT REPAIR SYSTEM WILL BE ONE PRIME COAT OF TNE MEC SERIES N69, ONE INTERMEDIATE COAT OF TNE MEC SERIES N69, AND ONE TOPCOAT OF TNE MEC SERIES 1074. PAINT THE EXTERIOR TO MATCH THE EXISTING TOPCOAT COLOR.
  - THE THREE-COAT SYSTEM WILL BE APPLIED AT 3.0 - 4.0 MILS PER COAT, TO A THICKNESS OF 9.0 - 12.0 MILS.
- COATING (DRY INTERIOR):**
- THE DRY INTERIOR PAINT REPAIR SYSTEM WILL BE TWO COATS OF TNE MEC SERIES N69. PAINT THE DRY INTERIOR TO MATCH THE EXISTING TOPCOAT COLOR.
  - THE TWO-COAT SYSTEM WILL BE APPLIED AT 3.0 - 4.0 MILS PER COAT, TO A THICKNESS OF 6.0 - 8.0 MILS.
- NOTES:**
- FOLLOW ALL PAINT MANUFACTURERS' RECOMMENDATIONS WHEN USING THEIR PRODUCTS.



ANTENNA PLAN

SCALE: NONE

2



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DES PLAINES, IL 60016



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D	REVISION	06/16/22	ATK
E	REVISION	06/29/22	ATK
0	FINAL	07/20/22	TRK

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ACCESSIBILITY CONSULTING \ STRUCTURAL



CHECK: JKR  
DRAWN: ATK  
JOB: T2200483

**A-1**  
TOWER ELEVATION  
& ANTENNA PLAN



# DB589-Y

## Dimensions

Length	2794.0 mm		110.0 in
Outer Diameter	38.1 mm		1.5 in
Net Weight, without mounting kit	5.2 kg		11.5 lb

## Mechanical Specifications

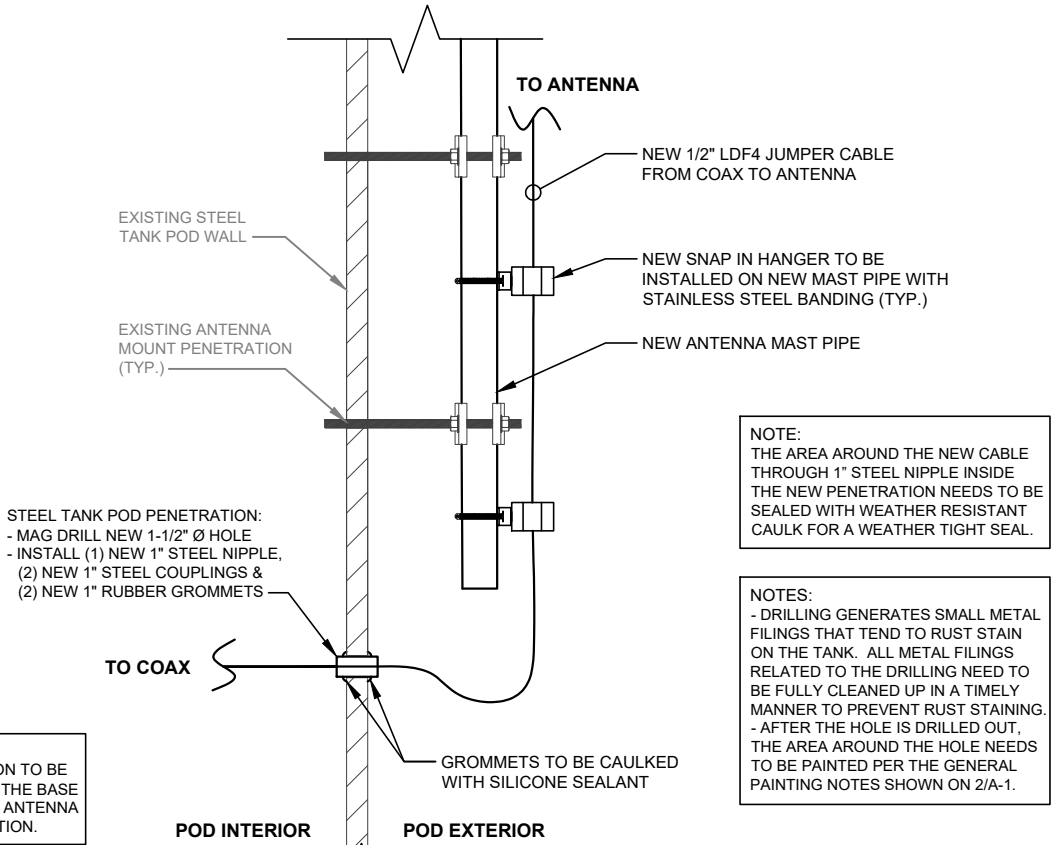
RF Connector Quantity, total	1
RF Connector Quantity, low band	1
RF Connector Interface	N Female
Color	Horizon blue
Grounding Type	RF connector inner conductor and body grounded to reflector and mounting bracket
Radiator Material	Brass
Radome Material	Fiberglass, UV resistant

## ANTENNA DETAIL

SCALE: NONE

1

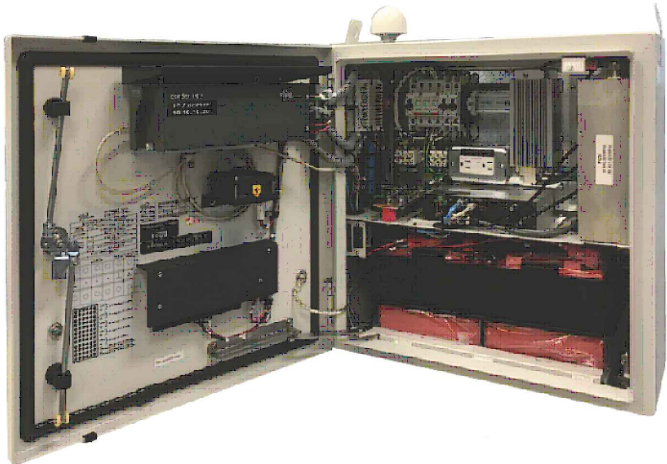
## Exhibit A



## JUMPER ROUTING DETAIL

SCALE: NONE

2



# FlexNet M400B2

## PROPERTIES

Receive bandwidth	200 KHz
Transceivers	Single
Spectrum	Licensed 900 MHz PCS/MAS
Duplexing	Single transmit Sixteen receivers - simultaneous/dedicated
Applications	Single
Expandability	No
Compatibility	SNMP
FlexNet	Requires RNI 3.x or newer

## ENCLOSURES - OUTDOOR - POLE/WALL MOUNT

Height	22" (55.9 cm)
Width x Depth	22" (55.9 cm) x 10.5" (26.7 cm)
Capacity	One transceiver
Temperature	-40° to +122° F (-40° to +50° C)
Voltage	120 VAC
Battery backup	8 hours
NEMA rating	4
Air conditioned	No

## FLEX NET ENCLOSURE DETAIL

SCALE: NONE

3

TOWER STANDOFF KIT	
PART #	LEG SIZE
STK2-O	1-1/2" - 3"
STK3-O	3" - 4"
STK4-O	3" - 6"

STACKABLE SNAP-IN HANGERS	
PART #	CABLE SIZE
12SS-A	1/2"
78SS-A	7/8"
114SS-A	1-1/4"
158SS-A	1-5/8"



TOWER STANDOFF KIT.  
SEE TABLE FOR SITE PRO  
PART # OR USE EQUAL



STACKABLE SNAP-IN  
HANGER AS NEEDED.  
SEE TABLE FOR SITE PRO  
PART # OR USE EQUAL

NOTE:  
MOUNT TOWER STANDOFF  
KITS AT 4'-0" O.C.

## COAX CABLE MOUNTING DETAIL

SCALE: NONE

4



EXPIRES: 11/30/23    SIGNED: 07/20/22

## REVISIONS

REV.	ISSUED FOR	DATE	BY
A	FOR CLIENT REVIEW	05/13/22	ATK
B	REVISION	05/19/22	ATK
C	REVISION	05/26/22	TRK
D	REVISION	06/16/22	ATK
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CHECK: JKR

DRAWN: ATK

JOB: T2200483

A-2

EQUIPMENT DETAILS



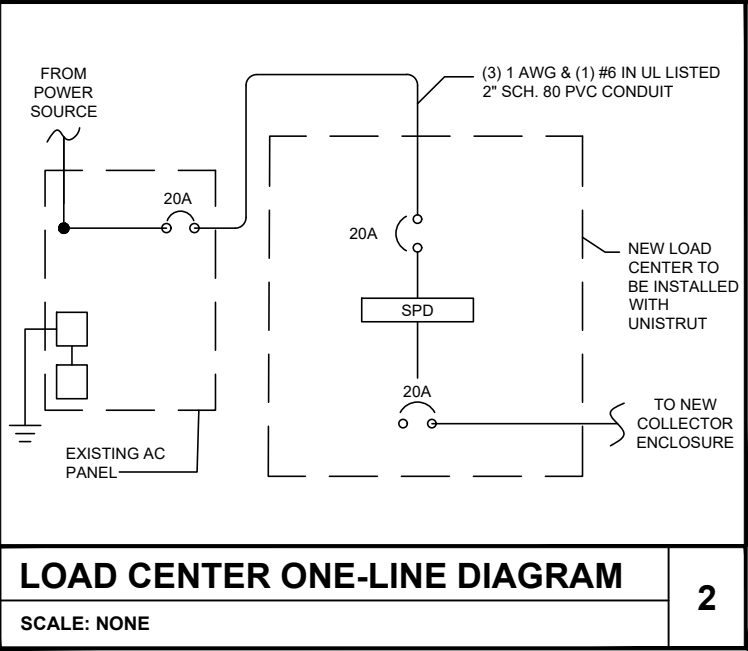
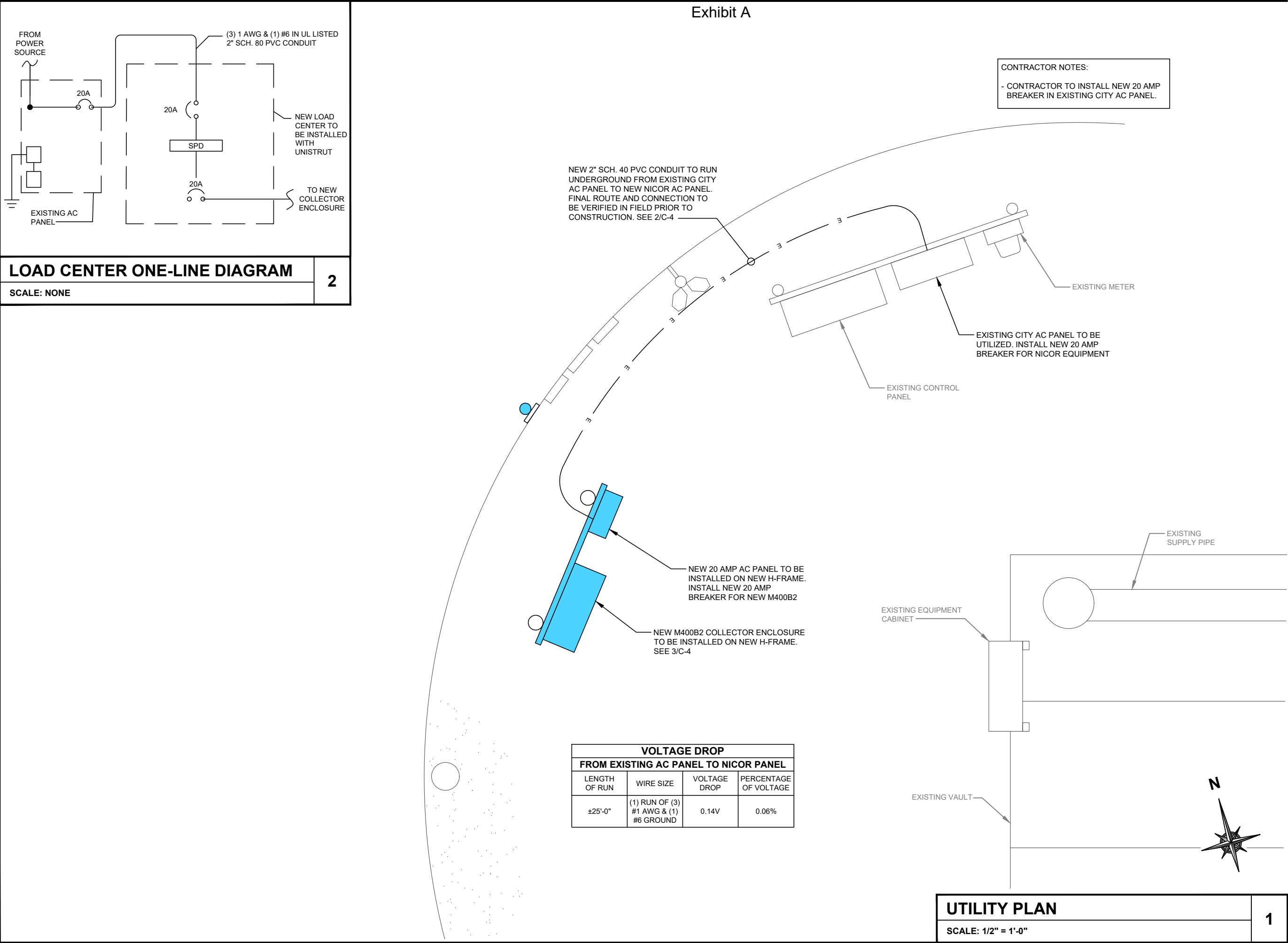



Exhibit A





**Nicor Gas**

TP\_999952\_F1

**DES PLAINES WATER TOWER**

1250 GOLF ROAD  
DES PLAINES, IL 60016

**WT GROUP**  
Engineering with Precision, Pace and Passion  
2975 Pratum Avenue | Hoffman Estates, IL 60192  
T: 224.293.6333 | F: 224.293.6444  
wengineering.com  
IL License No: 184.007970-0015 Expires 04/30/2023  
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**WT Group**  
Engineering • Design • Consulting

**JEFFERY S. GUTOWSKY**  
092-047235  
REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

EXPIRES: 11/30/23    SIGNED: 07/20/22

REVISIONS			
REV.	ISSUED FOR	DATE	BY
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CHECK: JKR  
DRAWN: ATK  
JOB: T2200483

**E-1**  
UTILITY PLAN

GENERAL GROUNDING NOTES	
1.	GROUNDING SHALL COMPLY WITH NEC STANDARDS. CONTRACTOR SHALL VERIFY EXISTING GROUNDING CONDITIONS. CORRECTING ANY DEFICIENCIES TO BE INCLUDED IN ORIGINAL PRICING AND CORRECT DEFICIENCIES DURING NEW CONSTRUCTION. INCLUDING MISSING GROUND BARS, BAD GROUND WELDS, MISSING GROUND LEADS OR BROKEN GROUND LEADS, ETC.
2.	ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT / GROUND BARS AND THE GROUND RING SHALL BE #2 AWG SOLID TIN PLATED COPPER IN 3/4" PROTECTIVE PVC UNLESS OTHERWISE INDICATED
3.	APPROVED ANTIOXIDANT COATINGS (NO-OX) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
4.	ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED. IN ALL CASES BENDS SHALL BE MADE WITH A MINIMUM BEND RADIUS OF 12 INCHES.
5.	ALL TOWER TOP GROUND WIRES SHALL BE SUPPORTED EVERY TWO FEET.

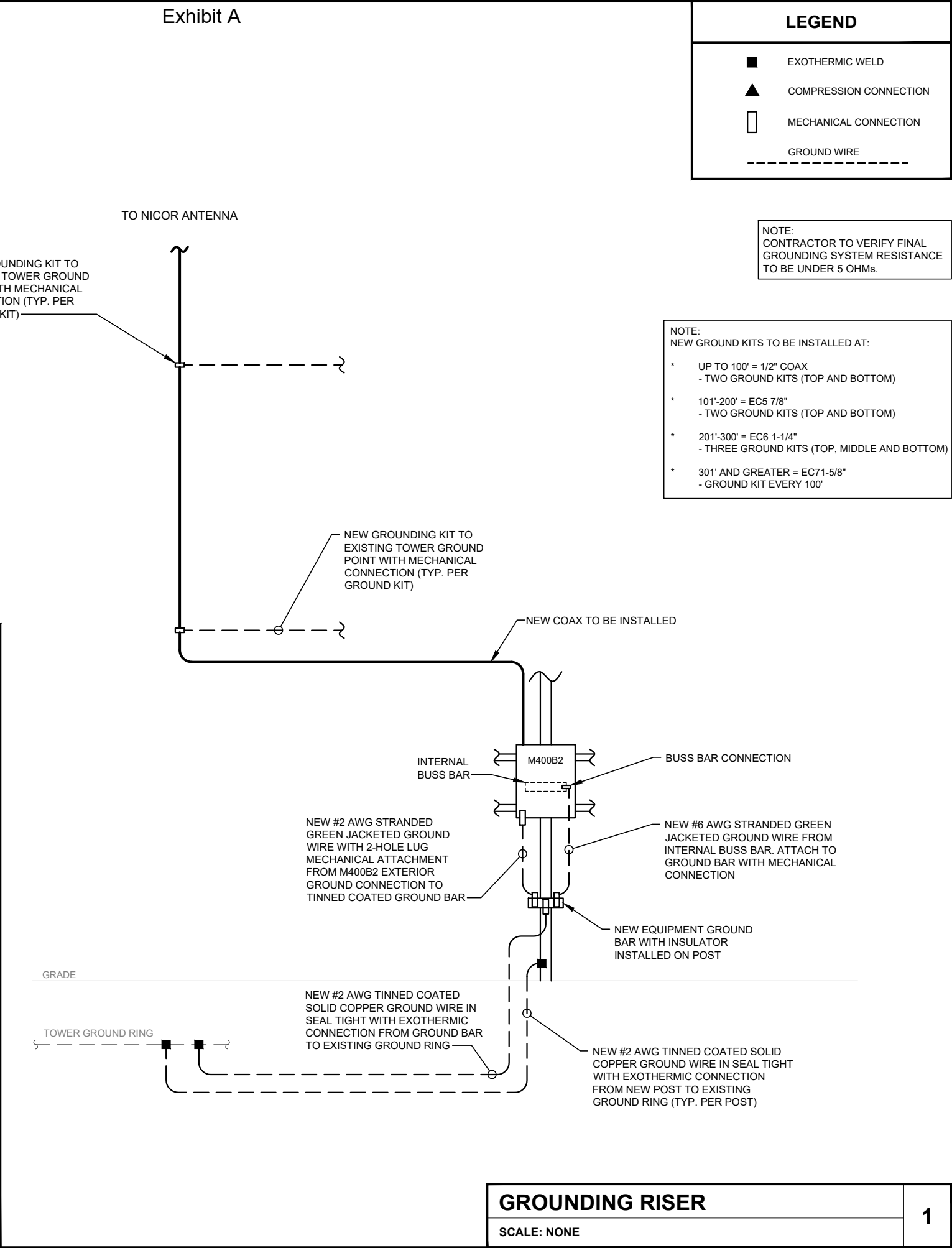
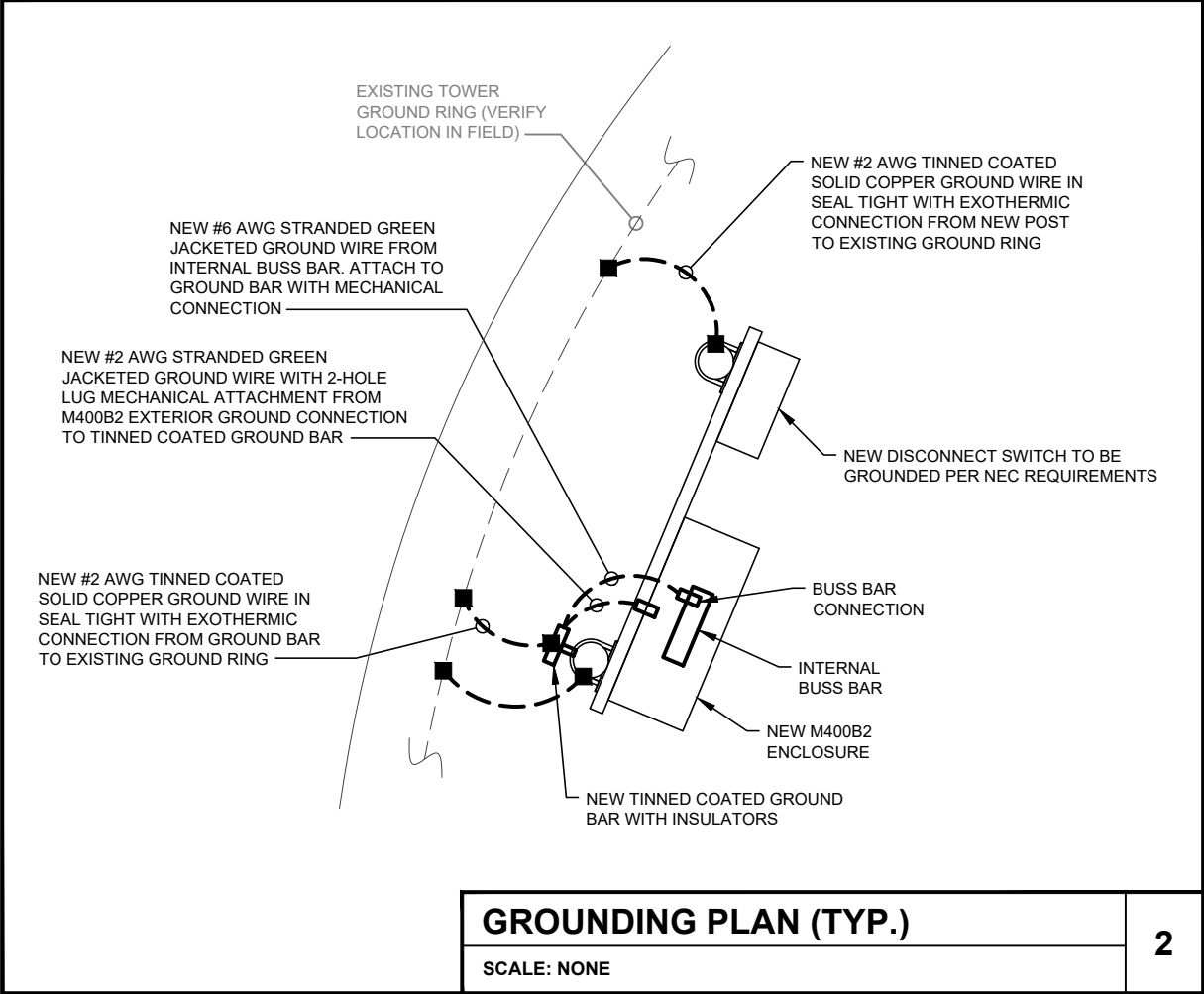


Exhibit A

TP\_999952\_F1  
DES PLAINES WATER TOWER  
1250 GOLF ROAD  
DES PLAINES, IL 60016

WT GROUP  
Engineering with Precision, Pace and Passion  
2675 Pratum Avenue | Hoffman Estates, IL 60132  
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Engineering • Design • Consulting  
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JEFFERY S. GUTOWSKY  
092-047235  
REGISTERED  
PROFESSIONAL  
ENGINEER  
OF  
ILLINOIS

EXPIRES: 11/30/23    SIGNED: 07/20/22

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ACCESSIBILITY CONSULTING \ STRUCTURAL

CHECK: JKR  
DRAWN: ATK  
JOB: T2200483

GR-1  
GROUNDING DETAILS

## Exhibit B

### Legal Description of Property:

Beginning at the point of intersection of the North right-of-way line of Golf Road and the West property line of the Order of the Sisters of Nazareth and running Northerly along said property line a distance of 300 feet; thence Easterly along a line 300 feet from and parallel to the North right-of-way line of Golf Road a distance of 150 feet; thence Southerly along a line 150 feet from and parallel to the East property line of the Order of the Sisters of Nazareth a distance of 150 feet; thence Westerly along a line 150 feet from and parallel to the North right-of-way line of Golf Road a distance of 130 feet; thence Southerly along a line 20 feet from and parallel to the west property line of the Order of the Sisters of Nazareth a distance of 150 feet to a point on the North right-of-way line of Golf Road; thence along the aforementioned right-of-way line a distance of 20 feet to the point of beginning containing 0.585 acres more or less.

Commonly known as 100 North River Road

Property Index Number: 09-08-400-028



## DP: 100 North River Road Lease Rent Schedule for Nicor

Lease Year	Calendar Year	Rent	
Initial Term		Monthly	Annual
1	2022-2023	\$1,580.00	\$18,960.00
2	2023-2024	\$1,651.10	\$19,813.20
3	2024-2025	\$1,725.40	\$20,704.79
4	2025-2026	\$1,803.04	\$21,636.51
5	2026-2027	\$1,884.18	\$22,610.15
<b>1st Renewal Term</b>		<b>Monthly</b>	<b>Annual</b>
6	2027-2028	\$1,968.97	\$23,627.61
7	2028-2029	\$2,057.57	\$24,690.85
8	2029-2030	\$2,150.16	\$25,801.94
9	2030-2031	\$2,246.92	\$26,963.03
10	2031-2032	\$2,348.03	\$28,176.36
<b>2nd Renewal Term</b>		<b>Monthly</b>	<b>Annual</b>
11	2032-2033	\$2,453.69	\$29,444.30
12	2033-2034	\$2,564.11	\$30,769.29
13	2034-2035	\$2,679.49	\$32,153.91
14	2035-2036	\$2,800.07	\$33,600.84
15	2036-2037	\$2,926.07	\$35,112.88
<b>3rd Renewal Term</b>		<b>Monthly</b>	<b>Annual</b>
16	2037-2038	\$3,057.75	\$36,692.96
17	2038-2039	\$3,195.34	\$38,344.14
18	2039-2040	\$3,339.14	\$40,069.62
19	2040-2041	\$3,489.40	\$41,872.76
20	2041-2042	\$3,646.42	\$43,757.03
<b>4th Renewal Term</b>		<b>Monthly</b>	<b>Annual</b>
21	2042-2043	\$3,810.51	\$45,726.10
22	2043-2044	\$3,981.98	\$47,783.77
23	2044-2045	\$4,161.17	\$49,934.04
24	2045-2046	\$4,348.42	\$52,181.07
25	2046-2047	\$4,544.10	\$54,529.22

Exhibit D

Evidence of Lease

THIS DOCUMENT PREPARED  
BY, and  
WHEN RECORDED RETURN TO:

Parcel #:

SPACE ABOVE FOR RECORDER'S USE

**THIS EVIDENCE OF LEASE**, is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **CITY OF DES PLAINES**, an Illinois home rule municipal corporation (**Landlord**), having an address at 1420 Miner Street, Des Plaines, IL 60016, and **Northern Illinois Gas Company d.b.a Nicor Gas Company**, an Illinois corporation limited liability company (**Tenant**), having an address at 241 Ralph McGill Blvd., Bin #10139, ATTN: Laura Keyes, Atlanta, GA 30308.

WITNESSETH THAT:

**WHEREAS**, Landlord and Tenant have entered into that certain lease (**Lease**) between Landlord and Tenant dated \_\_\_\_\_, 2022, as may be amended from time to time, of certain real estate and related improvements (**Leased Property**) located upon real property owned by Landlord, commonly known as 100 North River Road, in the City of Des Plaines, State of Illinois, and legally described in Exhibit 1 to this Evidence of Lease (**Premises**), together with certain rights to use other portions of the Premises, as described more fully in the Lease.

1. Landlord has leased to Tenant and Tenant has leased from Landlord, subject to all the terms, covenants and conditions contained in the Lease, the Premises for an Initial Term of five years, beginning on August 1, 2022 and ending on July 31, 2027.

2. Landlord has granted to Tenant, subject to all of the terms, covenants and conditions of the Lease, the right to extend the Lease beyond the Initial Term for three successive periods of five years each.

3. This Evidence of Lease is made pursuant to the provisions of the Lease and is subject to all of the terms, covenants and conditions contained therein. This Evidence of Lease is not intended to and shall not change any of the terms, covenants and conditions of the Lease.

[SIGNATURES APPEAR ON THE NEXT PAGE]

{00126167.4}

Exhibit D

**IN WITNESS WHEREOF**, the parties hereto have executed this Evidence of Lease as of the day and year first above written.

ATTEST:

LANDLORD: **CITY OF DES PLAINES**,  
an Illinois municipal corporation

\_\_\_\_\_

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

TENANT: **Northern Illinois Gas Company d.b.a Nicor Gas Company**,  
an Illinois corporation

By:  
Its:

ATTEST/WITNESS:

\_\_\_\_\_

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

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

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

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

Exhibit D

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public in and for said State and County, on this \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the City Manager and Clerk, respectively, of the CITY OF DES PLAINES, an Illinois municipal corporation, and known to be the identical persons who signed and severally acknowledged that they signed the foregoing instrument as such officers of the said municipal corporation for and on behalf of said municipal corporation, and that they executed the same as their free and voluntary act and deed and the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my signature and affixed my official seal on the day and year aforesaid.

\_\_\_\_\_  
Notary Public  
In and for said State and County

My commission expires: \_\_\_\_\_

Exhibit D

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public in and for said State and County, on this \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Northern Illinois Gas Company d.b.a Nicor Gas Company, and known to be the identical person who signed acknowledged that he/she signed the foregoing instrument as such officer of the company for and on behalf of the company, and that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of the company, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my signature and affixed my official seal on the day and year aforesaid.

\_\_\_\_\_  
Notary Public  
In and for said State and County

My commission expires: \_\_\_\_\_

**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, AUGUST 1, 2022**

**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 6:00 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, August 1, 2022.

**ROLL CALL**

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Oskerka, Brookman, Chester, Smith, Ebrahimi. Absent: Zadrozny. A quorum was present.

**CLOSED SESSION**

Moved by Brookman, seconded by Oskerka to enter into Closed Session under the following sections of the Open Meetings Act – Personnel, Probable or Imminent Litigation, Property Acquisition, Sale of Property, and Collective Bargaining.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Brookman,  
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Zadrozny

Motion declared unanimously carried.

The City Council recessed at 6:01 p.m.

The City Council reconvened at 7:00 p.m.

Roll call indicated the following Alderman present: Lysakowski, Moylan, Oskerka, Zadrozny, Brookman, Chester, Smith, Ebrahimi. A quorum was present.

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Director of Public Works and Engineering Oakley, Director of Community and Economic Development Carlisle, Fire Chief Anderson, Police Chief Anderson, and General Counsel Friedman.

**PRAYER AND PLEDGE**

The prayer and the Pledge of Allegiance to the Flag of the United States of America were offered by Alderman Chester.

**RECOGNITION**

Life-Saving Award was presented by Mayor Goczkowski and Police Chief Anderson to Officer Doherty for the officer's quick decisions and responses which saved a despondent person's life. On January 14, 2022, Officer John Doherty responded to the 500 block of Howard Ave for the report of a male subject who collapsed and was not breathing. When Officer Doherty arrived, he observed the male victim on the floor. An employee of the business, was already performing CPR on the victim. Officer Doherty assisted the employee and took over CPR until the Des Plaines Fire Department arrived. The Des Plaines Fire Department then took over life saving measures, and the victim's pulse and breathing were restored. The victim was transported to Lutheran General Hospital for further treatment.

The employee of the business wished to remain anonymous; he was presented a Life-Saving Award by Staff of the Des Plaines Police Department last week.

Life-Saving Award was presented by Mayor Goczkowski and Police Chief Anderson to Officer Kurotobi for the officer's quick decisions and responses which saved an infant's life. On February 4, 2022, Officer Michael Kurotobi and additional officers responded to the 100 block of Drake Lane for a call of a baby not breathing. Officer Kurotobi located the distraught mother and her baby in the living room. Officer Kurotobi immediately took the baby, checked the airway, and in accordance with his training began to give the baby back blows. The baby

resumed breathing and began to cry, indicating the airway had been cleared. The baby was transported to Lutheran General Hospital by the Des Plaines Fire Department for further treatment.

**MINUTES OF THE PUBLIC HEARING HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS DES PLAINES CIVIC CENTER, MONDAY, AUGUST 1, 2022**

**PUBLIC HEARING/  
AMD OF THE  
ZONING  
ORDINANCE  
REGARDING  
TEMPORARY  
CLASSROOMS  
Ordinance  
Z-24-22**

Mayor Goczkowski called the Public Hearing for reconsideration of Ordinance Z-24-22, amending the text of the zoning ordinance of the City of Des Plaines regarding temporary classrooms to order at 7:05 p.m.

Director of Community and Economic Development Carlisle reviewed a memorandum dated July 21, 2022.

The City of Des Plaines proposed amending the Zoning Ordinance to add “Temporary Classroom Structures” as a new permitted temporary use. The specific amendments include regulations intended to identify and restrict the quantity, size, height, location, and duration of this type of structure. The City also proposed creating the term “Temporary Classroom Structure” to define this type of temporary use and its applicability city-wide.

A temporary classroom – sometimes called a “mobile classroom” – is fairly common and intended for short-term use on school campuses when supplementary classroom space is needed. Temporary classrooms occur most often in one of two circumstances: (i) enrollment for a given school, at a given time, exceeds the capacity, and the district or school leadership has not yet been able to rebalance enrollment among its schools or plan for a physical expansion; or (ii) a school campus is in the midst of a construction project that takes permanent classrooms out of use temporarily. Temporary classrooms can vary in size and shape, but most consist of one to two classrooms, each with its own entrance, and proper utility connections from the principal use (i.e., school). Some temporary classrooms also contain restroom facilities.

The full proposed amendments are:

- Section 12-8-11, Temporary Uses: Add temporary classroom structures to the list of permitted temporary uses, along with items such as storage containers, tents, and vendor carts. Temporary classroom structures would be permitted in any district on any zoning lot with a public or private elementary, middle, or high school as the principal use. The change would not allow temporary classrooms for non-educational means, as the intended use of a temporary classroom is for educational purposes.

The amendments would regulate quantity, size, height, location, and duration. They allow up to two temporary classroom structures on an eligible site at a given time. However, the collective size of all temporary classroom structures would be limited based on the school building footprint. Staff proposes a total maximum area for all temporary classrooms on site to be five percent (5%) of the main school building footprint. Staff proposes limiting the height of temporary classroom structures to 15 feet, which is the same limitation on accessory structures.

The proposed amendments also focus on the allowable locations, requiring placement on dust-free hard surfaces in a way that does not block or interfere with required off-street parking drive aisles. Further, the structures could not occupy parking spaces such that the off-street parking minimum for the school would not be met. Additionally, temporary classroom structures would be prohibited from encroaching on any public right-of-way or utility easement, including, without limitation, any public alley, street, or curb.



Finally, the proposed amendments include a maximum duration of 12 months. However, this amendment would allow the Zoning Administrator/Director of Community and Economic Development to extend the duration of a temporary classroom structure when a school is under construction and being diligently pursued to completion.

- Section 12-13-3, Definition of Terms: Adds a definition for “Temporary Classroom Structures.”

Similar to other temporary uses, a zoning certificate would be required for the installation or placement of a temporary classroom structure on an eligible property.

The Planning and Zoning Board (PZB) typically holds public hearings and votes on recommendations to the City Council regarding zoning amendments. However, because of the time sensitivity of the imminent project proposed by School District 59 and Brentwood Elementary School, with all permitting and construction yet to occur, and in the spirit of partnership with the School District, the City Council is directly considering these amendments.

Alderman Chester asked for further clarification about the fire regulations for these structures.

Fire Chief Anderson stated in most cases they would have to extend their fire alarm system to them, but they would not be required to be sprinklered.

Alderman Zadrozny asked about the reasoning the schools would be needing a temporary structure, and the timeframe allowed for use the structures.

Resident Phil Rominski asked Fire Chief Anderson for further clarification regarding the sprinkler system and other fire code requirements.

Cindy Decker, representative for the school structure, spoke regarding the egress of the windows, and the set-up timeframe for structure.

Moved by Zadrozny, seconded by Oskerka, to Approve the Ordinance Z-24-22, AN ORDINANCE AMENDING THE TEXT OF THE ZONING ORDINANCE OF THE CITY OF DES PLAINES REGARDING TEMPORARY CLASSROOMS (CASE# 22- 025-TA).

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Advanced to Second Reading by Zadrozny, seconded by Brookman, to Adopt the Ordinance Z-24-22, AN ORDINANCE AMENDING THE TEXT OF THE ZONING ORDINANCE OF THE CITY OF DES PLAINES REGARDING TEMPORARY CLASSROOMS (CASE# 22-025-TA).

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Mayor Goczkowski adjourned the Public Hearing at 7:17 p.m.

**PUBLIC COMMENT**

Resident Muhammad Tabani asked for the City seek a penalty from the petitioner of Blue Sky for not following through with the project, and for not adequately maintaining the property. He also stated the City should consider more resident involvement pertaining to future developments. He welcomed the City Council to his home to experience the issues he is having with the train noise since the trees have been torn down on the property behind him.

Resident Pat Beauvais asked why the City Council eliminated the Economic Development Commission (EDC), and if the City Council would consider implementing citizen focus groups on future developments.

Resident Jim Hansen thanked the Staff responsible for filling in the sidewalks and curbs around 1425 Ellinwood St. He also mentioned the code enforcement and safety issue of the Tyvek not being property secured on the 1425 Ellinwood St building.

Resident Jennifer Poonsapaya asked Alderman Chester to recommit to having ward meetings.

Alderman Chester stated he stopped the meetings because of Covid, and stated he intends of starting meetings once he feels confident he can have a meeting without Covid exposures. He mentioned he will try to schedule one for September.

**ALDERMAN  
ANNOUNCEMENTS**

Alderman Chester stated the City is going to start looking into lead in the water by doing inventory of the types of pipes in the residential buildings.

**MAYORAL  
ANNOUNCEMENTS**

Mayor mentioned National Night Out, sponsored by the Police Department, will be occurring Tuesday, August 2, 2022.

Police Chief Anderson gave further details regarding National Night Out.

On May 3, 2021, 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 January 3, 2022.

Mayor Goczkowski presented an extension to the Declaration of Civil Emergency.

Moved by Brookman, seconded by Chester, to extend the May 3, 2021 Declaration of Civil Emergency until the adjournment of the next regular, special, or emergency meeting of the City Council including the Supplement Order dated January 3, 2022.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**CONSENT AGENDA**

Moved by Brookman, seconded by Oskerka, to Establish the Consent Agenda.

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Moved by Brookman, seconded by Chester, to Approve the Consent Agenda.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Minutes were approved; Ordinance Z-20-22 was adopted; Resolutions R-130-22, R-132-22, R-133-22, R-134-22, R-135-22, R-136-22, R-137-22, R-138-22 were adopted.

**APPROVE AGRMT/  
PKG STRS MAINT  
REPS/ J. GILL & CO**  
**Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve Resolution R-130-22, A RESOLUTION APPROVING AN AGREEMENT WITH J. GILL AND COMPANY FOR MAINTENANCE REPAIRS ON CITY-OWNED PARKING STRUCTURES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-130-22**

**APPROVE CHG  
ORD NO 2/ WTR  
SYS SEP PROJ/  
JOHN NERI CONST**  
**Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve Resolution R-132-22, A RESOLUTION APPROVING CHANGE ORDER NO. 2 WITH JOHN NERI CONSTRUCTION, INC. FOR THE WATER SYSTEM SEPARATION PROJECT. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-132-22**

**APPROVE TSK ORD  
NO 21/ PRO ENGR  
SVCS/ TROTTER &  
ASSOC, INC**  
**Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve Resolution R-133-22, A RESOLUTION APPROVING TASK ORDER NO. 21 UNDER A MASTER CONTRACT WITH TROTTER & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-133-22**

**APPROVE TSK ORD  
NO 6/ PRO ENGR  
SVCS/ M.E.  
SIMPSON CO, INC**  
**Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve Resolution R-134-22, A RESOLUTION APPROVING TASK ORDER NO. 6 WITH M.E. SIMPSON COMPANY, INC. FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-134-22**

**APPROVE TSK ORD**  
**3/ CONST ENGR**  
**SVCS/ AECOM**  
**TECH SVCS**  
**Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve Resolution R-135-22, A RESOLUTION APPROVING TASK ORDER NO. 3 UNDER A MASTER CONTRACT WITH AECOM TECHNICAL SERVICES, INC. FOR CONSTRUCTION ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-135-22**

**APPROVE IGA/ TFC**  
**SIGS/ IDOT**  
**Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve Resolution R-136-22, A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE TRAFFIC SIGNALS LOCATED WITHIN THE CITY . Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-136-22**

**APPROVE/ CDBG/**  
**2022 ACTION PLAN**  
**Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve Resolution R-137-22, A RESOLUTION APPROVING THE CITY OF DES PLAINES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2022 ANNUAL ACTION PLAN. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-137-22**

**AUTH/ MBRSHP**  
**REN/ NWMC**  
**Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve Resolution R-138-22, A RESOLUTION AUTHORIZING THE CITY OF DES PLAINES TO RENEW ITS MEMBERSHIP IN THE NORTHWEST MUNICIPAL CONFERENCE. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-138-22**

**SECOND READING/**  
**ORDINANCE**  
**Z-20-22**  
**Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve Ordinance Z-20-22, AN ORDINANCE AMENDING THE TEXT OF THE ZONING ORDINANCE OF THE CITY OF DES PLAINES REGARDING RESIDENTIAL DRIVEWAYS, PATIOS, AND RESIDENTIAL WALKWAYS (CASE# 22-023-TA). Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE**  
**MINUTES**  
**Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve the Minutes of the City Council meeting of July 18, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

**UNFINISHED**  
**BUSINESS**

**CONSIDER**  
**APPROVING A**  
**ZONING MAP**  
**AMENDMENT FOR**  
**622 GRACELAND**  
**AVE, 1332**  
**WEBFORD AVE,**  
**AND 1368**  
**WEBFORD AVE**  
**Ordinance**  
**Z-23-22**

Director of Community & Economic Development Carlisle reviewed a memorandum dated July 25, 2022.

At its July 18, 2022 meeting, the City Council voted 7-1 on first reading to approve Ordinance Z-23-22, which would rezone the subject property from the C-3 General Commercial District to the C-5 Central Business District for a proposed mixed-use residential, commercial, and parking development. However, the Council's motion included a stipulation that if the petitioner's project does not proceed, the subject property's zoning would return to C-3.

The General Counsel has prepared a revised Ordinance Z-23-22. Under Section 5 (Effective Date), the revised Ordinance states the petitioner must formally agree not to object to a rezoning of the property to C-3 if the petitioner or any successors abandon the project prior to

applying for building permits. In this case, the City would have to initiate a map amendment – the rezoning would not happen automatically – but the City could initiate and subject property ownership would have already consented. Submission of this formal agreement (rezoning covenant) is a term of the Purchase and Sale Agreement.

Further, while answering Council questions on July 18, the petitioner noted architectural design changes that while not reflected in the renderings and elevations could be enforced through a future redevelopment agreement, approval of which will require passage of a resolution. Approval of the redevelopment agreement would be required to fulfill the Purchase and Sale Agreement for 1332 Webford, which is necessary not only for the transfer of property but also for the effectiveness of the zoning change to C-5.

Petitioner 622 Graceland Apartments, LLC (Joe Taylor, Compasspoint Development) proposes a full redevelopment of just-less-than-one-acre (43,500 square feet) at the northwest corner of Graceland Avenue and Webford Avenue. The proposed project is a mix of residential and commercial space with indoor parking. A proposed 82-foot-tall building would contain 131 multiple-family dwelling units – 17 studios, 103 one-bedrooms, and 11 two-bedrooms – on the third through seventh floors. Approximately 2,800 net square feet of an open-to-the-public restaurant and lounge would occupy portions of the first (ground) and second floors. Proposed resident amenities are a coworking office space, a fitness area, lounges and meeting rooms, a club room with bar, a multimedia/game lounge, a dog run and dog wash, indoor bike parking, and an outdoor swimming pool and recreation deck. The proposed building in all is approximately 187,000 square feet.

The project includes a 179-space indoor parking garage. These 179 spaces are intended to fulfill the off-street parking minimum requirements for the residential units and the restaurant-lounge (154 spaces), as well as create a supply of public parking to partially replace the current 1332 Webford public lot (25 public off-street spaces are proposed). The segment of Webford alongside the subject property is proposed to widen within the existing public right-of-way to a general distance of 28 feet from curb to curb. Where the five on-street parallel public parking spaces are proposed, the proposed curb-to-curb area is 35 feet wide: 28 feet for the two-way traffic lanes and 7 feet for parking spaces. The total off-street and on-street parking proposed is 184 spaces, with an on-street loading area. With the consent of the property owners, the petitioner is seeking zoning map amendment (rezoning) approval from the City Council.

The PZB voted 3-3 (three “yes” and three “no” with one member absent) on a motion recommending approval of the map amendment. Pursuant to the portion of the City Code that governs the PZB, a 3-3 vote amounts to a recommendation to deny the request.

Many residents expressed their objection to a zoning map amendment for 622 Graceland Ave, 1332 Webford Ave, and 1368 Webford Ave; and voiced their objection to the development proposed for this location. One of the concerns mentioned was that they believe the size of the building and the increased traffic are safety concerns.

Mark Daniels, attorney representing four residents, spoke on behalf of his clients expressing their legal effort to stop a zoning map amendment for 622 Graceland Ave, 1332 Webford Ave, and 1368 Webford Ave.

One resident expressed his approval of a zoning map amendment for 622 Graceland Ave, 1332 Webford Ave, and 1368 Webford Ave.

Bernard Citron, attorney representing the petitioner, spoke on behalf of his client expressing their legal effort to proceed with a zoning map amendment for 622 Graceland Ave, 1332 Webford Ave, and 1368 Webford Ave.

Joe Taylor, representative of 622 Graceland Apartments, LLC, spoke on behalf of the project and answered questions of the City Council.

Alderman Zadrozny thanked the residents for coming out and speaking their mind about this development. He also mentioned social media comments made stating the City Council does not listen to its residents; he listed three recent occasions which he saw as examples of when this City Council did listen to its residents.

Alderman Oskerka stated the City Council challenged the City to put more information out there earlier. He also mentioned he thinks this project is too big for this piece of land.

Advanced to second reading by Moylan, seconded by Ebrahimi, to Adopt the Ordinance Z-23-22, AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR 622 GRACELAND AVENUE, 1332 WEBFORD AVENUE, AND 1368 WEBFORD AVENUE, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Zadrozny, Brookman,  
Chester, Smith, Ebrahimi

NAYS: 1 - Oskerka

ABSENT: 0 - None

Motion declared carried.

\* Alderman Smith left the meeting at 9:05 p.m.

**CONSIDER**  
**APPROVING &**  
**AUTHORIZING**  
**THE EXECUTION**  
**OF A PURCH &**  
**SALE AGRMT OF**  
**THE PROPERTY**  
**LOCATED AT 1332**  
**WEBFORD AVE**  
**Ordinance**  
**M-22-22**

Director of Community & Economic Development Carlisle reviewed a memorandum dated July 25, 2022.

At its July 18, 2022 meeting, the City Council deferred the first reading of Ordinance M-22-22, which authorizes the City's entrance into a Purchase and Sale Agreement (PSA) for the sale of property at 1332 Webford Avenue, a City-owned public parking lot. Since the meeting the General Counsel has revised the PSA, in the following ways:

- The PSA refers to a subsequent redevelopment agreement that would now require the proposed mixed-use residential, commercial, and parking project at 622 Graceland, 1332 Webford, and 1368 Webford to be "constructed, maintained, and operated in accordance with plans approved by Seller" (the City)—this is intended to give the Council the ability, or flexibility, to ensure the petitioner uses desired design concepts in plans submitted with the redevelopment agreement;
- The purchase price was previously \$300,000, but the revised PSA allows for the price to reduce to \$10 if the purchaser (developer of the mixed-use project) also finalizes acquisition of 1330 Webford, an approximately 9,000-square-foot parcel immediately west of 1332 Webford. The reasoning is some members of the Council expressed a desire to see the 1330 Webford property (currently improved with "The Dance Building") repurposed as a public open space area. A sale price reduction encourages this acquisition and contributes toward its economic feasibility; and
- The PSA requires the purchaser to deliver a rezoning covenant in a legal instrument acceptable to the General Counsel that pledges the purchaser or any successors in title would not object to a rezoning of 622 Graceland, 1332 Webford, and 1368 Webford to C-3 if the project as contemplated does not proceed. (Note: Ordinance Z-23-22, which approves a zoning map amendment from the C-3 District to the C-5 District, is not effective until the transaction for 1332 Webford is complete.)

622 Graceland Apartments LLC, an Illinois limited liability corporation, has approached the City with an offer to purchase the property at 1332 Webford Avenue, which is a City-owned public parking lot. The purchaser intends to acquire the property and develop it vertically,

pursuant to the applicable bulk rules of the Zoning Ordinance, with a mixed-use residential, commercial, and parking development that would include public parking spaces.

1332 Webford Avenue is a 13,500-square-foot property directly west of the 622 Graceland Avenue-1368 Webford property (the “Journal and Topics site”) and east of a small mixed-use commercial-residential building at 1330 Webford Avenue. A public parking lot, 1332 Webford has been used historically by a mix of permit-holders, who have obtained a monthly permit from the City’s Finance Department, and those seeking time-limited free public parking. Based on observations of current and prior years, the parking lot has been only partially utilized, with ample spaces available at a given time.

Purchaser 622 Graceland Apartments LLC is concurrently asking the Council for approval of a zoning map amendment for 1332 Webford from the current C-3 General Commercial District to the C-5 Central Business District to accommodate a proposed mixed-use development (the “Graceland-Webford project”). The project would contain a parking garage that would contain 179 spaces. Of these 179 spaces, 25 would be allocated for public use, intended to partially replace the 38 spaces currently at 1332 Webford. The remaining 154 would fulfill the off-street parking requirements of the Zoning Ordinance for the residential units (137 spaces) and proposed restaurant-lounge (17 spaces) in the development.

Similar to the Bayview-Compasspoint (1425 Ellinwood Avenue) project, the Graceland-Webford project would contain 25 public spaces within a 179- space garage. Unlike the Bayview-Compasspoint garage, however, the City would not be involved in or obligated to any administrative nor any enforcement responsibilities. Maintenance responsibilities would also rest solely with the purchaser and/or any future property owners. Although the City would not be able to collect revenue from the spaces as currently contemplated, the agreement also does not allow the purchaser (developer) to collect revenue, either; the public spaces would be free. A change to this term would require a resolution of the Council. This and other terms governing the use and operation of the public parking spaces would be formalized and recorded against the property, and encompassed within the redevelopment agreement.

Mark Daniels, attorney representing four residents, stated it is his belief, echoed by members of the community, that the incentive purchase price is deficient.

Resident Joan Hozian Hooson asked for clarification on the terms of the agreement and the purchase price. She also expressed frustration regarding the purchase price.

Alderman Zadrozny and Alderman Brookman asked City Manager Bartholomew to respond to the resident’s comments.

City Manager Bartholomew stated if the developer purchases the dance building, the City property will sell for ten dollars, but the developer also has to commit to deeding that back to the City or the park district to make a park out of it.

Director of CED Carlisle added that one other option for the operation of the green space is not necessarily deeded back, but it is reserved for public use and recorded against that property and the land even if it is privately owned.

Resident Tom Lovestrand asked for clarification on who owns the property once the contract is signed. He also expressed frustration regarding the purchase agreement.

General Counsel Friedman stated the developer will own the property of the dance building, but there will be a covenant recorded against it that states it cannot be developed and must be maintained as open space.



Resident Jennifer Poonsapaya stated she has serious concerns about providing the land to the park district. She reflected on incidents and lack of maintenance at her neighborhood park.

Alderman Brookman defended herself regarding comments previously made by a resident.

Resident Caryssa Buchholz asked who will handle any soil remediation since the dance studio was a standard oil company, and if any geotechnical was completed on the parking lot.

Joe Taylor, representative of 622 Graceland Apartments, LLC, stated the dance building has been remediated by the current owner. He also stated he will be maintaining the park, and will work with the residents for the design of the park.

City Manager Bartholomew stated the vast majority of the City Council wants to keep the green space property as a City property and not dedicated to the park district.

Moved by Zadrozny, seconded by Moylan, to Approve the Ordinance M-22-22, AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE SALE OF THE PROPERTY LOCATED AT 1332 WEBFORD AVENUE, DES PLAINES, ILLINOIS.

Upon voice vote, the vote was:

AYES: 6 - Lysakowski, Moylan, Zadrozny,  
Brookman, Chester, Ebrahimi

NAYS: 1 - Oskerka

ABSENT: 1 - Smith

Motion declared carried.

## **NEW BUSINESS**

### **WARRANT REGISTER**

**Resolution  
R-139-22**

### **FINANCE & ADMINISTRATION** – Alderman Zadrozny, Chair

Alderman Zadrozny presented the Warrant Register.

Moved by Zadrozny, seconded by Brookman, to Approve the Warrant Register of August 1, 2022 in the Amount of \$4,217,867.59 and Approve Resolution R-139-22.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Smith

Motion declared carried.

### **LEGAL & LICENSING** - Alderman Brookman, Chair

### **CONSIDER AUTHORIZING THE ACQUISITION THROUGH CONDEMNATION OF FEE SIMPLE TITLE TO THE PROPERTIES LOCATED AT 269, 281, & 299 S. RIVER RD Ordinance M-22-22**

The ordinance authorizes a best and final offer and eminent domain proceedings if necessary for the acquisition of 269, 281, and 299 South River Road.

The City desires to acquire the properties, demolish any structures, and use the properties for public purposes, including, without limitation, as open green space in order to further the City's beautification goals and for stormwater detention and related uses.

The City has been attempting to engage the owners of the properties in good faith negotiations with the goal of reaching a mutual agreement on a price. The owners have either provided no response or no reasonable response to the City's offers.

The City intends to make a best and final offer based upon an independent appraisal in an effort to acquire the properties at a fair price, and if the City's final offers are rejected, then the City

authorizes the initiation of eminent domain proceedings.

Moved by Lysakowski, seconded by Chester, to Approve the Ordinance M-22-22, AN ORDINANCE AUTHORIZING THE ACQUISITION THROUGH CONDEMNATION OF FEE SIMPLE TITLE TO THE PROPERTIES LOCATED AT 269, 281, AND 299 SOUTH RIVER ROAD.

Upon voice vote, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Smith

Motion declared carried.

Advanced to second reading by Chester, seconded by Lysakowski, to Adopt the Ordinance M-22-22, AN ORDINANCE AUTHORIZING THE ACQUISITION THROUGH CONDEMNATION OF FEE SIMPLE TITLE TO THE PROPERTIES LOCATED AT 269, 281, AND 299 SOUTH RIVER ROAD.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Chester, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Smith

Motion declared carried.

### **ADJOURNMENT**

Moved by Brookman, seconded by Chester to adjourn the meeting. The meeting adjourned at 9:27 p.m.

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Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2022

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Andrew Goczkowski, MAYOR



**FIRE DEPARTMENT**

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

**MEMORANDUM**

Date: July 12, 2022  
To: Michael Bartholomew, City Manager  
From: Daniel Anderson, Fire Chief *DA*  
Subject: Side Letter Agreement with IAFF Local 4211

**Issue:** The current IAFF Local 4211 (“Local”) agreement contains a Memorandum of Understanding (“MOU”) carried over from the previous agreement that refers to language and terms of a 2019 Lieutenant promotion process. The promotion terms of the MOU were entered into the Rules and Regulations (“Rules”) of the Board of Fire & Police Commission (“Board”) after the MOU was approved. This MOU was not addressed at the time negotiations occurred for the 2021-2024 agreement as it was not relevant to the overall negotiations. However, the parties agreed it would be addressed before the next promotion examination in 2022.

Fire Department staff and the Board did not address the 2019 promotions language during the recent rule revisions related to firefighter eligibility list testing made by the Board and approved by the City Council earlier this year. Once the new hire rules were in place and testing underway, fire department staff met with the Local to work out new promotions’ language.

**Analysis:** Fire administrative staff met with representatives of the Local multiple times over the last six months to work through the promotion processes and acceptable language for both the City and Local. Both parties shared a common goal of achieving language that placed an emphasis on quality, fairness and establishing a process that was relevant to the position. Additionally, an emphasis was placed on developing the process and language that would eliminate the need to repeatedly negotiate or debate each component when a new promotion list needed to be established.

The language and processes are consistent with the Fire Department Promotion Act (50 ILCS 742/). This agreement will be a Side Letter to the Agreement Between the City of Des Plaines and the Des Plaines Professional Firefighters Union – IAFF Local 4211 which will eliminate the MOU language for the 2019 testing process.

While the promotion processes are determined by the Side Letter, the Board will still be required to post all preliminary and final eligibility lists as each component is completed. All funded and authorized promotions to Lieutenant will come from the final eligibility list posted by the Board.

**Recommendation:** I recommend approval of the Side Letter Agreement regarding promotions be approved by the City Council.

**Attachments:**

Resolution R – 131 – 22

Exhibit A – Side Letter Agreement

**CITY OF DES PLAINES**

**RESOLUTION R - 131 - 22**

**A RESOLUTION APPROVING A SIDE LETTER AGREEMENT TO THE COLLECTIVE BARGAINING AGREEMENT WITH THE DES PLAINES PROFESSIONAL FIREFIGHTERS UNION - INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4211.**

**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 Des Plaines Professional Firefighters Union - International Association of Fire Fighters Local 4211 ("*Union*"); and

**WHEREAS**, the City and the Union desire to enter into a side letter agreement to the current collective bargaining agreement regarding the terms of promotional examinations ("*Agreement*"); and

**WHEREAS**, the Union membership voted to ratify the Agreement on August 10, 2022; and

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

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

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

**SECTION 2: APPROVAL OF AGREEMENT.** The City Council hereby approves the Side Letter 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 Side Letter Agreement with IAFF 2022

## **SIDE LETTER AGREEMENT - ARTICLE – PROMOTIONS**

### **Section 1 General**

Promotions to the rank of Lieutenant shall be conducted in accordance with the provisions of this Article and, if not otherwise covered by this Article, the provisions of the Fire Department Promotion Act, 50 ILCS 742. This Article shall supersede all Rules and Regulations of the Board of Fire and Police Commissioners of the City of Des Plaines relating to the Lieutenant promotional process for Fire Department employees. The promotion process shall be agreed upon by the Fire Chief and the Local. The Board of Fire and Police Commission shall post the scoring components and final eligibility lists as provided in the order noted in Section 5. For the 2022 test the Union and City agree to utilize the Illinois Fire Chiefs Association for the Assessment Center and Written Test.

### **Section 2 Notification**

The Fire Chief shall provide the announcement for promotional examinations and shall be posted at each station no later than one hundred twenty (120) days prior to written examination. A list of text and reference materials (minimum two (2) copies per station) that may be used for study purposes will be given to employees no later than ninety (90) days prior to examination. When a vacancy exists, it shall be filled as soon as possible. Temporary appointments shall not exceed 180 days.

### **Section 3 Vacancies**

This section applies to promotions to vacancies in the rank of Lieutenant. A vacancy in such position is deemed to occur on the date upon which the position is vacated, and on the same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continued to be funded or authorized by the corporate authorities. If a vacated position is not filled due to lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions have been filled or for up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

### **Section 4 Eligibility - Lieutenant**

1. Illinois OSFM Certified Firefighter III or Advanced Firefighter
2. Illinois OSFM Certified Hazardous Materials Operations
3. Illinois OSFM Certified Fire Officer 1 or Company Fire Officer - enrolled or certification achieved at time of promotion
4. Completion of at least five (5) years as a non-probationary Des Plaines Firefighter/Paramedic, Firefighter/Paramedic Engineer or Firefighter/Engineer at the time of promotion

**The one year advance notice of eligibility requirements under the FDPA is waived for the 2022 promotional process.**



## Section 5 Promotion Components and Weighting of Components

All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on the promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the five (5) components as specified with a minimum passing cumulative score of 70%:

Administrative Points	5 points
Seniority	5 points
Ascertained Merit	10 points
Commission Oral Interview	40 points
Written Examination	40 points

### 1. Administrative Points

Administrative merit points shall be awarded to candidates up to a maximum of five (5) points. Subjective Administrative merit points shall be awarded by the Administration based upon his/her opinion of the candidate's suitability for promotion to the rank of Lieutenant. At least ninety (90) days prior to awarding these points, the Fire Chief shall provide written notice explaining the criteria to be used for their determination.

### 2. Seniority

a. Points shall be based only upon service with the Des Plaines Fire Department and shall be calculated as of the date of eligibility. The weight of this component shall be five (5) points, as calculated below:

0 thru 7 Years	1 to 84 Months	.00595/month = .5 Max points
8 thru 12 Years	85 to 144 Months	.00868/month = 1.25 Max points
13 thru 17 Years	145 to 204 Months	.01593/month = 3.25 Max points

Calculation Example 1: An employee with ten (10) years and five (5) months of creditable time (125 months) would receive the following: .5 points for the first 84 months, and 1.09 points (125x.00868) for the remaining 41 months and a total score of 1.596 points.

Calculation Example 2: An employee with 14 years and 6 months of creditable time (174 months) would receive the following: .5 points for the first 84 months, 1.25 points for 84 to 144 months and 2.77 points (174x.01593) for the remaining 30 months and a total score of 4.52 points.

b. The seniority list shall include the seniority date, the total number of eligible months, and the number of seniority points.

### 3. Ascertained Merit

See Appendix "A"

### 4. Commission Oral Interview

Each candidate shall be asked the same questions. Questions shall relate to the duties of the rank. An assessment center process may be utilized in lieu of an interview by the Commission.

The assessment center may include, but not limited to: leaderless group exercise, writing exercise, oral interview, tactical evaluation, and group problem solving. The items to be included in an assessment center shall be identified at least ninety (90) days prior to the assessment center or included in the announcement of promotional examination.

#### 5. Written Exam

a. The Fire Chief may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for the rank of Lieutenant shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The written examination for the rank of Lieutenant shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the Fire Chief has identified and made readily available to potential examinees at least ninety (90) days before the written examination is administered. The test questions and material must be pertinent to the rank of Lieutenant. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated. If the test is taken in an electronic format, it shall have the similar security measures as a written test.

b. Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon return from the testing agency. Every examinee shall have the right (1) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the Fire Chief shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (2) to review the answers to the examination that the examiners consider correct. The Fire Chief may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

c. Sample written examinations may be examined by the Fire Chief and members of the department, but no person in the department or the Fire Chief, and other appointed or elected officials, may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Article for any member of the department or other official to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

#### **Section 6 Veteran's Preference Points (Per State Statute)**

A person on a preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within ten (10) days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in the applicable law and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her position was adjusted for veteran's

preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this act.

## **Section 7 Testing Process – Following Order**

Step 1	Chief's/Administrative Points
Step 2	Seniority
Step 3	Ascertain Merit
Step 4	Commission Oral Interviews
Step 5	Written Exam

The score for each step (component) of the process shall be posted prior to the administration of the next step (component) and final scores from the examination will be posted.

1. For the purpose of granting promotion to the rank of Lieutenant, the Fire Chief shall from time to time, as necessary, administer a promotion process in accordance with this Article.
2. All aspects of the promotion process shall be equally accessible to all eligible employees of the department. Every component of the testing and evaluation procedures shall be published to all eligible candidates when the announcement of promotional testing is made. The scores for each component of the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.

## **Section 8 Right to Review**

The union or any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to file a grievance in accordance with the provisions of this Agreement.

## **Section 9 Order of Selection**

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the Board of Fire and Police Commissioners shall appoint to that position the person with the highest ranking on the final promotion list, except that the Board of Fire and Police Commissioners shall have the right to pass over that person and appoint the next highest ranked person on the list if the Board of Fire and Police Commissioners has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the rank Lieutenant since the posting of the promotion list. If the highest ranking person is passed over, the Board of Fire and Police Commissioners shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotional list. Any candidate who refuses a promotion a second time shall be removed

from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

#### **Section 9 Maintenance of Promotional List**

Final eligibility lists shall be effective for a period of three (3) years. The City shall take all necessary steps to ensure that the Board of Fire and Police Commissioners maintain in effect current eligibility list.

## APPENDIX A

### ASCERTAINED MERIT CRITERIA

Ascertained Merit points shall be awarded in the two categories listed below. Each category is valued as follows: Category 1 equals up to 50 (fifty) points in two sections, Category 2 equals up to 50 (fifty) points.

**Category 1, Part 1** - 25 (twenty-five) points maximum: Illinois State Certifications (OSFM or IDPH) or National Fire Academy courses 40 or more hours. Each item valued at 2.5 (two-and-one-half) points.

Basic Operations Firefighter  
Airport Firefighter  
Advanced Technician Firefighter  
Fire Apparatus Engineer  
Fire Officer 1  
Company Fire Officer  
Fire Service Executive Support  
Arson Investigator  
Rescue Specialist-Confined Space  
Fire Department Health and Safety Officer  
Fire Department Incident Safety Officer  
Fire Department Safety Officer  
Fire Inspector I  
Fire Inspector II  
Fire Investigator  
Fire Officer II  
Advanced Fire Officer  
Chief Fire Officer  
Basic Fire Prevention Officer  
Fire Service Instructor I  
Fire Service Instructor II  
Fire Service Instructor III  
Fire Service Vehicle Operator (BOF)  
Hazardous Materials Operation (BOF)  
Hazardous Materials Technician  
Hazardous Materials Incident Command  
IDPH EMS Lead Instructor (current)  
Public Fire and Life Safety Educator I  
Advanced Fire Prevention Officer  
Rope Operations  
Rope Technician  
Structural Collapse Operations  
Structural Collapse Technician  
Training Program Manager  
Trench Operations  
Trench Technician  
Vehicle and Machinery Operations  
Vehicle and Machinery Technician  
Water Operations  
Watercraft Technician  
Youth Firesetter Intervention Specialist

**Category 1, Part 2** - 25 (twenty-five) points maximum: Participation in Applicable Subjects and Skills Related to the Fire Department to include:

Specialty Team Participation:

- Fully certified member of a department specialty team (TRT, HazMat, Water Rescue/Dive or Fire Investigations)
  - 1 point per year (maximum 5 points)
- OR
- Member of a department specialty team (not fully certified)
  - .5 point per year (maximum 5 points)

\*\*\*May be awarded points for no more than 2 teams\*\*\*

Acting Out of Class:

- Acting Lieutenant
  - 1 point per year (maximum 5 points)
- Acting Fire Engineer/Backup Driver
  - 1 point per year (maximum 5 points)

Additional FIRE/EMS related non-certification educational classes, seminars, presentations: One (1) point will be allocated as follows for each recognized event or occurrence: All recognitions must be for a minimum of eight (8) hours of education. Recognitions consist of documentation or certificate describing the activity delivered by a local, state, and/or nationally recognized association or organization providing appropriate and applicable fire service or EMS-related training and education. (Maximum 15 points)

**Category 3** - 50 (fifty) points maximum: Highest Formal Education:

30 to 119 Semester Hours (no degree):	15 (fifteen) points
Associates Degree:	22 (twenty-two) points
Bachelor Degree:	35 (thirty-five) points
Master's Degree:	50 (fifty) points

UNION:

EMPLOYER:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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



**FINANCE DEPARTMENT**

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

**MEMORANDUM**

Date: August 3, 2022  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-146-22, August 15, 2022, Warrant Register

A handwritten signature in blue ink, appearing to be 'D.W.', is located to the right of the 'To' and 'From' lines.

**Recommendation:** I recommend that the City Council approve the August 15, 2022, Warrant Register Resolution R-146-22.

Warrant Register.....\$2,661,646.89

**Estimated General Fund Balance**

Balance as of 06/30/2022: \$35,160,290

*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-146-22**

**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.**

**August 15, 2022**

# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Elected Office</b>					
<b>Division: 110 - Legislative</b>					
1	5310	Membership Dues	2259 Metropolitan Mayors Caucus	2022-16 Membership Caucus Dues FY 2022	2,730.38
2	6015	Communication Services	1552 Verizon Wireless	9911084535 Communication Services 06/14-07/13/2022	386.69
<b>Total 110 - Legislative</b>					<b>3,117.07</b>
<b>Division: 120 - City Clerk</b>					
3	6005	Legal Fees	8133 Elrod Friedman LLP	9011 6-22 Non-Retainer Litigation	3,444.50
4	6015	Communication Services	1552 Verizon Wireless	9911084535 Communication Services 06/14-07/13/2022	42.41
5	6100	Publication of Notices	1050 Journal & Topics Newspapers	188293 Legal Notice - Oakton Street Demolition 07/13/2022	86.55
6	6120	Recording Fees	1139 Cook County of Illinois	29006302022 Miscellaneous Recording Fees 06/10 & 06/16/2022	755.00
7	6120	Recording Fees	8133 Elrod Friedman LLP	9013* 6-22 Non-Retainer Matters	14.58
8	7500	Postage & Parcel	1041 Federal Express	7-817-93423 Delivery Service 07/05-07/07/2022	15.68
<b>Total 120 - City Clerk</b>					<b>4,358.72</b>
<b>Total 10 - Elected Office</b>					<b>7,475.79</b>
<b>City Administration</b>					
<b>Division: 210 - City Manager</b>					
9	6005	Legal Fees	8133 Elrod Friedman LLP	9003 6-22 Non-Retainer Matters	4,665.00
10	6005	Legal Fees	8133 Elrod Friedman LLP	9006 6-22 Non-Retainer Matters	2,438.00
11	6005	Legal Fees	8133 Elrod Friedman LLP	9016 6-22 Non-Retainer Litigation	513.00
12	6005	Legal Fees	8133 Elrod Friedman LLP	JUN 2022 RET June 2022 Retainer	18,500.00
13	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	22-14 Legal Services 07/18-07/22/2022	1,065.00
14	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	15554 Legal Fees - Labor & Employment June 2022	2,812.50
15	6015	Communication Services	1552 Verizon Wireless	9911084535 Communication Services 06/14-07/13/2022	42.41
<b>Total 210 - City Manager</b>					<b>30,035.91</b>
<b>Division: 230 - Information Technology</b>					
16	6000	Professional Services	5934 Tyler Technologies Inc	045-381491 Tyler Professional Services for HR 05/23/22	762.50
17	6000	Professional Services	8395 Sentinel Technologies, Inc	P691028 Professional Services for O365 Implementation 03/16/22-06/21/22	25,917.50
18	6000	Professional Services	8395 Sentinel Technologies, Inc	T311749 Professional Services for Phone Issues 6/8/22	275.00
19	6015	Communication Services	1552 Verizon Wireless	9911084535 Communication Services 06/14-07/13/2022	340.14
20	7320	Equipment < \$5,000	1552 Verizon Wireless	9911084535 Communication Services 06/14-07/13/2022	394.98
<b>Total 230 - Information Technology</b>					<b>27,690.12</b>
<b>Division: 240 - Media Services</b>					
21	6015	Communication Services	1552 Verizon Wireless	9911084535 Communication Services 06/14-07/13/2022	163.24

# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
22	6108	Public Relations & Communications	8670 Proforma Albrecht & Company	1161751	Ribbon for Ribbon Cutting Events	332.45
23	7000	Office Supplies	1644 Warehouse Direct Inc	5280076-0	Printer Paper and Card Stock for Media Services	70.05
Total 240 - Media Services						565.74

<b>Division: 250 - Human Resources</b>						
24	5340	Pre-Employment Testing	1320 IL State Police	Cost 01755-05/22	Fingerprint Background Check Services for May 2022	141.25
25	5340	Pre-Employment Testing	1320 IL State Police	Cost 01755-06/22	Fingerprint Background Check Services June 2022	197.75
26	5345	Post-Employment Testing	8674 Occupational Health Centers of Kansas PA	1014098143	1 Pre-Employment Test 7/6/2022	89.00
27	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	42.41
28	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	3717	2 Job Postings - Maintenance and Water Operator 6/28 - 7/19/2022	100.00
<b>Total 250 - Human Resources</b>						<b>570.41</b>

<b>Total 20 - City Administration</b>						<b>58,862.18</b>
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<b>Department: 30 - Finance</b>						
29	6000	Professional Services	8564 Lockhart, Kevin Charles	07/28/2022	Analysis of Investments and Investment Services 03/01-06/30/2022	1,520.00
30	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	102.12
31	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	42.41
32	6110	Printing Services	1233 Press Tech Inc	49698	1 Box of Business Cards 07/27/2022	25.00
33	7200	Other Supplies	1644 Warehouse Direct Inc	5287357-0	3 Packs of Duster Cans	20.58
<b>Total 30 - Finance</b>						<b>1,710.11</b>

<b>Community Development</b>						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
34	6000	Professional Services	3337 HR Green Inc	154238	Building Inspections for June 2022 R-206-21 & R-124-22	13,056.00
35	6000	Professional Services	6315 B&F Construction Code Services Inc	16139	Professional Plan Review & Inspection Services May 2022 R-207-21	9,102.83
36	6000	Professional Services	5764 GovTempUSA LLC	3999818	Permit Tech Assistance-Clerical-Weeks Ending 07/03 & 07/10/2022	2,835.00
37	6000	Professional Services	6315 B&F Construction Code Services Inc	59641	Plan Review 07/22/2022 Project 1126301	895.50
38	6005	Legal Fees	8133 Elrod Friedman LLP	9004	6-22 Non-Retainer Matters	6,622.50
39	6005	Legal Fees	8133 Elrod Friedman LLP	9005	6-22 Non-Retainer Litigation	570.00
40	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	476.92

# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
41	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	27497	Nuisance Abatement & Grass Cutting Services June 2022 R-193-21	1,178.43
Total 410 - Building & Code Enforcement						34,737.18

Division: 420 - Planning & Zoning						
42	6005	Legal Fees	8133 Elrod Friedman LLP	9014	6-22 Reimb Redevelopment	726.75
43	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	78.42
44	6100	Publication of Notices	1050 Journal & Topics Newspapers	188294	Legal Notice 07/13/2022 for Public Hearing 08/01/22	103.86
Total 420 - Planning & Zoning						909.03

Division: 430 - Economic Development						
45	6000	Professional Services	1332 Kane McKenna & Associates	18745	TIF Reports & Prep for Annual Joint Review Board Mtg June 2022	3,700.00
46	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	32.41
Total 430 - Economic Development						3,732.41

<b>Total 40 - Community Development</b>						<b>39,378.62</b>
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Public Works & Engineering						
Division: 100 - Administration						
47	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	99.97
48	6040	Waste Hauling & Debris Removal	6988 Lighting Resources LLC	53-14521	Light Bulb Recycling - 06/30/2022	951.28
49	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000045938	Monthly User Fees - June 2022	185.22
Total 100 - Administration						1,236.47

Division: 510 - Engineering						
50	6000	Professional Services	1562 Wisconsin Central LTD	91640264	Flagging Service at 1367 Oakton Crossing 06/29-06/30/2022	300.00
51	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	325.08
52	6110	Printing Services	1233 Press Tech Inc	49705	1 Box of Business Cards 07/27/22	25.00
Total 510 - Engineering						650.08

Division: 530 - Street Maintenance						
53	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G125000007535	Toll Fees-4/1/2022-6/30/2022	29.78
54	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	397.13
55	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	21798	44 Parkway Stump Removals/Restorations - 07/20/2022	7,576.20
56	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	21820	Tree Removal - 690 Van Buren Alley - 07/20/2022	4,250.00
57	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	230033	Irrigation System Repairs - 07/20-07/21/2022	10,888.10

# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
58	6195	Miscellaneous Contractual Services	1367 Meade Inc	701281	Vehicle Pre-Emption Repair Golf Rd & Potter Rd 07/19/2022	3,137.00
59	7025	Supplies - Custodial	1085 Alexander Equipment Company Inc	190109	Bucket Truck Chainsaw Scabbard	20.95
60	7055	Supplies - Street R&M	3415 Castek Inc	1002352	Asphalt Border	449.00
61	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	100545	2.75 Tons Asphalt - Potholes - 07/18/2022	170.50
62	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	101130	19.38 Tons Asphalt - Patching - 07/22/2022	1,279.08
Total 530 - Street Maintenance						28,197.74

Division: 535 - Facilities & Grounds Maintenance						
63	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G125000007535	Toll Fees-4/1/2022-6/30/2022	29.78
64	6000	Professional Services	7619 Henneman Engineering Inc	78910	AHU Replace Eng Svcs - City Hall - June 2022	544.33
65	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	178.71
66	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	30358	Custodial Services - August 2022	8,240.00
67	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	07-3494	Exterior Pest Control - City Hall & Police - 07/01-07/31/2022	80.00
68	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	07-3495	Interior Pest Control - City Hall & Police - 07/01-07/31/2022	193.00
69	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4125273960	Mat Service - Police Station - 07/13/2022	128.85
70	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4125274002	Mat Service - Metra Train Station - 07/13/2022	35.55
71	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4125953785	Mat Service - Metra Train Station - 07/20/2022	35.55
72	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	50110	Pest Control - PW - 04/27/2022	187.00
73	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	547	Pest Control - Food Pantry - 02/28/2022	118.00
74	6195	Miscellaneous Contractual Services	1367 Meade Inc	701280	Opt-Icon Repair - Touhy & Wolf - 07/19/2022	1,800.00
75	6315	R&M Buildings & Structures	1025 Bedco Inc	097978	Metra Station HVAC Troubleshooting-6/22/22	120.00
76	6315	R&M Buildings & Structures	1025 Bedco Inc	097979	Fire Station #63 HVAC Repair-6/22/22	120.00
77	6315	R&M Buildings & Structures	1025 Bedco Inc	097980	Metra Station HVAC Repairs-6/24/22	2,283.20
78	6315	R&M Buildings & Structures	1025 Bedco Inc	097981	Metra Station HVAC Repair-6/24/22 and 6/27/22	323.10
79	6315	R&M Buildings & Structures	1025 Bedco Inc	097982	Repairs to HVAC Equipment at the Food Pantry-6/27/22	1,277.45
80	6315	R&M Buildings & Structures	1025 Bedco Inc	097983	Fire Station #63 HVAC Repair-6/28/22	120.00
81	6315	R&M Buildings & Structures	1025 Bedco Inc	097984	Preventative Maintenance Gun Range-6/30/22	1,743.85

# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
82	6315	R&M Buildings & Structures	1311 Hill/Ahern Fire Protection LLC	10661	Fire Panel Repair - PW - 06/27/2022	860.00
83	6315	R&M Buildings & Structures	5698 Doors Done Right Inc	12431	New Door Install - DP Theater - 05/24/2022	1,915.00
84	6315	R&M Buildings & Structures	8654 GP Maintenance Services Inc	429-01	Sump Pit Lining - Police Station - 07/15/2022	18,500.00
85	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9589	Install Mast and Cables on City Hall Roof for Library 06/03/2022	2,397.00
86	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9590	Install WIFI Antenna at City Hall to Library 06/08/2022	2,208.00
87	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9592	Install Mast/Antenna at CH to Metro Square-5/03/2022	2,306.00
88	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9594	Install Cat6 Lines From CH Roof to IT Dept. - 5/10/22	2,090.00
89	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9596	Troubleshoot Connectivity Issues - PW - 06/15/2022	2,248.00
90	7025	Supplies - Custodial	1029 Cintas Corporation	4125273968	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	204.68
91	7025	Supplies - Custodial	1029 Cintas Corporation	4125953779	Cleaners, Paper Towels, Air Freshener, Soap, Etc. - PW	182.36
92	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	97784	Drain Cleaner, Gloves, Caulk, & Flashlight	51.63
93	7035	Supplies - Equipment R&M	8632 Imaging Essentials Inc	SINV101211	6 Ink Cartridges & Print Head - PW Plotter	464.05
94	7045	R&M Buildings & Structures	2480 Just Faucets	202292	Faucet Parts for Fire Station #61	39.89
95	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1095194	Door Cylinder - Police Station	132.00
96	7045	Supplies - Building R&M	1057 Menard Incorporated	114	Anchors, Epoxy, & Drill Bit - PW	86.54
97	7045	Supplies - Building R&M	1057 Menard Incorporated	119	Crack Sealer & Cleaner - 1486 Miner St	48.98
98	7045	Supplies - Building R&M	1057 Menard Incorporated	135	Metal Pack, Wire Channel, Starter Box - Fire Station #61	72.69
99	7045	Supplies - Building R&M	1187 Scharm Floor Covering	16032	22 Cases of Carpet Squares and Freight for IT Remodel	5,344.00
100	7045	Supplies - Building R&M	1187 Scharm Floor Covering	16035	Carpet Adhesive for IT Remodel	480.00
101	7045	Supplies - Building R&M	1057 Menard Incorporated	1611	Washers, Screws, Bolts, Etc. - Police Station	26.04
102	7045	Supplies - Building R&M	1057 Menard Incorporated	1612	Mending Brace - Police Station	1.96
103	7045	Supplies - Building R&M	1057 Menard Incorporated	1634	Outdoor Security Flood Light - Fire Station #63	19.99
104	7045	Supplies - Building R&M	1057 Menard Incorporated	1767	Boards, Drywall & Screws	335.52
105	7045	Supplies - Building R&M	1057 Menard Incorporated	1811	Washers, Nuts, Bolts, Etc. - Fire Station #61	34.52
106	7045	Supplies - Building R&M	1057 Menard Incorporated	1812	Primer, Gang Covers, GFCI, Ring, Etc. - Fire Station #61	143.42
107	7045	Supplies - Building R&M	1057 Menard Incorporated	1818	4 Wall Lights - PW	439.96
108	7045	Supplies - Building R&M	1057 Menard Incorporated	1869	Mudrings, Gang Boxes, Screws, Etc. - City Hall IT Remodel	62.70
109	7045	Supplies - Building R&M	1057 Menard Incorporated	1881	Downspout & Mortar Repair - Fire Station #61	25.62

# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
110	7045	Supplies - Building R&M	1057 Menard Incorporated	1907	Corner Bead - City Hall 4th Floor	20.32
111	7045	Supplies - Building R&M	1057 Menard Incorporated	2094	Pail, Tape, Sponges, Dishwand, Etc. - City Hall 4th Floor	113.28
112	7045	Supplies - Building R&M	1057 Menard Incorporated	2101	Copper Pipes, Elbows, Tees, Brackets, Etc. - City Hall 4th Floor	134.39
113	7045	Supplies - Building R&M	1057 Menard Incorporated	2102	Screws, Bit Tips, Washers for Inspection Repairs @ Fire Sta 61	22.21
114	7045	Supplies - Building R&M	1057 Menard Incorporated	2162	Electric Supplies for Fire Station #61 Repairs	147.85
115	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2361	Fasteners - Police Station	0.33
116	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2367	3 Rolls Mounting Tape - City Hall	32.37
117	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2379	Wall Primer - City Hall 4th Floor	62.95
118	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	4117-3A	25 Gals Paint - City Hall 4th Floor	195.90
119	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4973131	Cabinets for City Hall 4th Floor Remodel	1,070.05
120	7045	Supplies - Building R&M	1540 Reinke Interior Supply Company Inc	60048641	Ceiling Grid Materials for IT Remodel	1,727.98
121	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6460203	Bucket, Drywall, Frig, Misc Supplies City Hall Remodel	591.15
122	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7073740	Duct Tape, Pencils, Pipe Insulation IT Remodel	24.32
123	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8393087	Sealant and Door Sweep for Fire Station #63	95.30
124	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8933383	Building Supplies for 4th Floor Remodel	161.75
125	7045	Supplies - Building R&M	1550 Addison Building Material Co	972963	Metal Studs and Track for 4th Floor Remodel	620.10
126	7045	Supplies - Building R&M	1550 Addison Building Material Co	973162	Metal Studs and Track for 4th Floor Remodel	169.27
127	7045	Supplies - Building R&M	1057 Menard Incorporated	97492	2 Door Sweeps - City Hall	30.98
128	7045	Supplies - Building R&M	1057 Menard Incorporated	97781	Door & Siding Sealant - City Hall	80.16
129	7045	Supplies - Building R&M	1057 Menard Incorporated	97783	Roof Cement & Flex Seal - Fire Station #62	36.68
130	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/057922	20 Amp Circuit Breaker	68.25
131	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	Q30441	3 Replacement Door Strikes - City Hall	851.24
132	7140	Electricity	1033 ComEd	0459113083-07/22	Electricity Service 06/14-07/14/2022	4,993.41
133	7140	Electricity	1033 ComEd	2685017085-07/22	Electricity Service 06/06-07/06/2022	81.55
134	7140	Electricity	1033 ComEd	4974385007-07/22	Electricity Service 06/09-07/11/2022	23.53
135	7140	Electricity	1033 ComEd	4974507003-07/22	Electricity Service 06/06-07/06/2022	416.34
136	7140	Electricity	1033 ComEd	5310666002-07/22	Electricity Service 06/06-07/06/2022	1,244.98



# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
137	7140	Electricity	1033 ComEd	5310666002-7/22F	Electricity Service 07/06-07/20/2022 - FINAL BILL	652.42
Total 535 - Facilities & Grounds Maintenance						71,947.98

<b>Division: 540 - Vehicle Maintenance</b>						
138	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	109.65
139	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	10.99
140	6115	Licensing/Titles	1710 Cumberland Servicer Inc	54244	30 Safety Lane Coupons	448.50
141	6135	Rentals	1029 Cintas Corporation	4125241250	Mechanic's Uniform Rental - 07/13/2022	187.11
142	6135	Rentals	1029 Cintas Corporation	4125881868	Mechanic's Uniform Rental - 07/20/2022	187.11
143	6305	R&M Equipment	1071 Pomp's Tire Service Inc	280135923	On Site Tire Repair - PW 5027 - 07/13/2022	553.50
144	7020	Supplies - Safety	1043 WW Grainger Inc	9371342727	3 Face Shields & 10 Grinding Discs	69.03
145	7020	Supplies - Safety	1043 WW Grainger Inc	9376159712	4 Pairs Leather Gloves - PW Shop	59.40
146	7030	Supplies - Tools & Hardware	1053 Kimball Midwest	100095837	Kim Brite Disc, Drill Bits, Hardware, Locite, Etc. PW/Fire Stock	53.14
147	7030	Supplies - Tools & Hardware	1053 Kimball Midwest	100096087	Cut Off Wheels, Drill Bits, Grease Fitting, Etc. - PW Stock	131.17
148	7030	Supplies - Tools & Hardware	8454 NAPA Auto Parts	831895	PAG Oil - PW Shop	24.24
149	7030	Supplies - Tools & Hardware	1043 WW Grainger Inc	9371342719	2 Flap Discs - PW Stock	39.12
150	7030	Supplies - Tools & Hardware	1043 WW Grainger Inc	9371342727	3 Face Shields & 10 Grinding Discs	104.40
151	7035	Supplies - Equipment R&M	1071 Pomp's Tire Service Inc	280136456	Tires - PW 5040	471.00
152	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	832387	Battery & Core Deposit - PW 5019	94.48
153	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000258102	Flood Lights - Fire 7801	639.08
154	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0288372	Filters, Brake Pads, & Rotors - Police Stock	1,207.48
155	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0289968	Six Batteries for Police Department Stock	676.80
156	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	100095837	Kim Brite Disc, Drill Bits, Hardware, Locite, Etc. PW/Fire Stock	373.99
157	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	100096087	Cut Off Wheels, Drill Bits, Grease Fitting, Etc. - PW Stock	183.74
158	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-122300	3 Oil & 2 Cabin Filters - PW Stock	48.25
159	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-122433	Returned Oil Filter - PW Stock	(7.93)
160	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-123398	Micro V Belt & Bolt Kits - Police 6085	30.83
161	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-123399	Belt Tensioner - Police 6085	51.99
162	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-123737	Battery - PW 5900	148.59

# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
163	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1297082	Fuel Lift Pump - Fire 7606	47.73
164	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1298306	Radiator Cap - FD 7608	4.49
165	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	529486P	Control Module-PD#6090	247.27
166	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	531600P	Head Light Assembly - Police 6097	1,333.34
167	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	531809P	Wiper Arm Assembly - Police 6073	32.54
168	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	531823P	2 Oil Slingers - PW 5043	8.44
169	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	531926P	Interior Temp Sensor - Fire 6090	54.97
170	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	532073P	Cabin Air Filters-PD Stock	51.12
171	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	532180P	Cabin and Engine Air Filters - PD Stock	268.32
172	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	532194P	CV Shaft & Retainer-PD#6095	179.68
173	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	532274P	Cabin Air Filters - PD Stock	127.80
174	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	532280P	Exhaust Pipe and Gaskets - PW 5900	306.71
175	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	532347P	Window Switch - PD 6084	101.96
176	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	532348P	Hub Caps - PW 5560	162.44
177	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	532357P	Oxygen Sensor - PD 6071	35.06
178	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	831880	Oil Additive - PW 5077	21.26
179	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832054	Serpentine Belt - Police 6089	18.79
180	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832068	Belt Tensioner - Police 6089	72.14
181	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832114	Brake Rotors & Brake Pads - PW 5043	571.69
182	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832162	Rear Brake Backing Plates - PW 5043	140.10
183	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832164	Rear Brake Kits - PW 5043	12.39
184	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832166	2 Wheel Seals & Gear Oil - PW 5043	93.73
185	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832197	Air Filter - PW 5043	14.45
186	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832268	LED Lights - Fire 7801	92.52
187	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832355	Brake Pads & Brake Rotors - PW 2034	111.99
188	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832452	Black Paint - Fire 7801	58.05
189	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832686	3 Belts & 3 Tensioners - Police Stock	272.79
190	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832823	Air Filter - FD 7608	108.17

# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
191	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832828	Belt & Tensioner	90.93
192	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832850	2 Radiator Caps - Fire 7608	10.84
193	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832855	Radiator Cap - Fire 7608	7.31
194	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832905	Rear Brake Calipers & Core Deposits - PW 5900	330.14
195	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832925	Oxygen Sensor - Police 6071	58.94
196	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	832928	6 Cabin Filters - PW Stock	37.74
197	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P17402	Motor Blower & Resistor - Fire 7801	309.80
198	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P17471	Lights - FD 7607	447.25
199	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P53025023	12 Batteries & 1 Core Returned - PW 5083, PW 5082	703.74
200	7320	Equipment < \$5,000	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	99.99
Total 540 - Vehicle Maintenance						12,542.28

<b>Total 50 - Public Works &amp; Engineering</b>	<b>114,574.55</b>
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Police Department						
<b>Division: 100 - Administration</b>						
201	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	179.64
<b>Total 100 - Administration</b>						<b>179.64</b>

<b>Division: 610 - Uniformed Patrol</b>						
202	5325	Training	1261 Northeast Multiregional Training	306682	40 Hour Rifle/Carbine Instructor (1 Ofc) 6/27-7/1/2022	500.00
203	5325	Training	3792 Illinois, University of	UPI0905-A	Balance Due Taser Certification 3/14/2022 (4 Ofc)	525.00
204	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	1,817.20
205	6195	Miscellaneous Contractual Services	1817 Aftermath Inc	JC2022-9382	Bio-Hazard Clean Up 21 RD 22-17511	300.00
206	7300	Uniforms	1489 JG Uniforms Inc	101975	Uniforms for New Officer	120.00
<b>Total 610 - Uniformed Patrol</b>						<b>3,262.20</b>

<b>Division: 620 - Criminal Investigation</b>						
207	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	970.65
208	7320	Equipment < \$5,000	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	379.98
209	7500	Postage & Parcel	1041 Federal Express	7-817-93423	Delivery Service 07/05-07/07/2022	21.84
<b>Total 620 - Criminal Investigation</b>						<b>1,372.47</b>

<b>Division: 630 - Support Services</b>						
210	6000	Professional Services	8133 Elrod Friedman LLP	9012	6-22 Non-Retainer Litigation	1,099.25
211	6015	Communication Services	8484 PTS Communications Inc	2090417	3 Public Pay Phones Monthly Fee 8/1-8/31//2022	228.00

# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
212	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	429.10
213	6185	Animal Control	1266 Northwest Animal Hospital PC	00454550	Stray Animal Impoundment April 2022 (9)	700.75
214	6185	Animal Control	1266 Northwest Animal Hospital PC	00454551	Stray Animal Impoundment May 2022 (17)	2,398.85
215	6185	Animal Control	1266 Northwest Animal Hospital PC	00454552	Stray Animal Impoundment June 2022 (14)	797.40
216	6195	Miscellaneous Contractual Services	1818 Northwest VoltWagon	110620	Battery Booster Rental 3rd Quarter 2022	84.00
217	6195	Miscellaneous Contractual Services	8566 Andy Frain Services Inc	322759	2022 Crossing Guard Services 6/1-6/30/2022	10,175.28
218	6195	Miscellaneous Contractual Services	1320 IL State Police	Cost 01755-06/22	Fingerprint Background Check Services June 2022	28.25
219	7015	Supplies - Police Range	1288 Eagle Point Gun/TJ Morris & Son	141048	10,000 Rds of .223 Cal Ammunition	3,400.00
220	7200	Other Supplies	1580 Mighty Mites Awards Inc	17007	Retirement Plaques (2 Det, 1 Cmdr, 1 Sgt)	1,217.50
221	7300	Uniforms	5705 Artistic Engraving	19003	Retirement Badge, Wallet and Mount (1 Sgt)	304.86
Total 630 - Support Services						20,863.24

<b>Total 60 - Police Department</b>	<b>25,677.55</b>
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Fire Department						
<b>Division: 100 - Administration</b>						
222	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	274.74
223	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8001969372	On-Site Shredding Sta. 61 - 06/24/22	102.59
224	7300	Uniforms	3212 On Time Embroidery Inc	101488	Twill Cap, 2 S/S Polos, 2 Cotton Shirts - Division Chief	210.00
225	7300	Uniforms	3212 On Time Embroidery Inc	103171	7 T-Shirts, 2 L/S T-Shirts - Chief	109.00
<b>Total 100 - Administration</b>						<b>696.33</b>

<b>Division: 710 - Emergency Services</b>						
226	5325	Training	1743 IL Fire Chiefs Association	4055	Leadership Workshop 11/07/22-11/9/22 - FF/Paramedic	480.00
227	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	879.14
228	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	756.29
229	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-22-08	R-141-13 Monthly Dispatch Service August 2022	66,642.00
230	6135	Rentals	5800 Turnout Rental LLC	31231	Gear Rental Kit 07/08/22-08/08/22 - New Hires	2,250.00
231	6305	R&M Equipment	2240 United Radio Communications	109030411-1	Repair Services and Labor Charge for Motorola Radios - 07/22/22	724.75
232	6305	R&M Equipment	5800 Turnout Rental LLC	26078	Gear Repair & Cleaning-3 Paramedics, 1 Lt., 1 D/C-06/24/22	1,865.16
233	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-17108	On-Going Vehicle Maintenance R-85-22-Eng. 63- 7/14/22	961.72

# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
234	6315	R&M Buildings & Structures	1660 Safety-Kleen Systems Inc	88674480CR	Taking Credit for Double Payment on Cks 145961 & 145680	(180.41)
235	6315	R&M Buildings & Structures	1660 Safety-Kleen Systems Inc	89309330	Parts Washer Solvent - Station 61 - Service 07/11/22	183.05
236	7000	Office Supplies	1644 Warehouse Direct Inc	5280310-0	5 Packs Pop Up Notes	70.40
237	7025	Supplies - Custodial	1043 WW Grainger Inc	9388170756	5 Pk's Bowl Cleaner, 3 Pk's Toilet Paper, 6 Pk's Trash Bags, Etc.	515.69
238	7035	Supplies - Equipment R&M	3014 Motorola Solutions Inc	8281411844	2 Replacement Cables	245.70
239	7045	Supplies - Building R&M	1644 Warehouse Direct Inc	5282786-0	5 Bx's AA, 2 Bx's D, 3 Pk's 123 Batteries, 2 Dz. Dry Erase Mark	190.01
240	7300	Uniforms	3212 On Time Embroidery Inc	100330	Job Shirt, Tactical Polo - Paramedic	128.00
241	7300	Uniforms	3212 On Time Embroidery Inc	100358	S/S Polo - Engineer	48.00
242	7300	Uniforms	3212 On Time Embroidery Inc	100407	Academy Oxford, Class A Cap Badge - Paramedic	134.00
243	7300	Uniforms	3212 On Time Embroidery Inc	101207	5 S/S Polos - Lieutenant	255.00
244	7300	Uniforms	3212 On Time Embroidery Inc	101221	Performance Polo - Engineer	46.00
245	7300	Uniforms	3212 On Time Embroidery Inc	101633	3 S/S Polos - Paramedic	138.00
246	7300	Uniforms	3212 On Time Embroidery Inc	102277	2 BDU Shorts - Lieutenant	64.00
247	7300	Uniforms	3212 On Time Embroidery Inc	102478	Station Pants, 3 T-Shirts, Company Boot - Paramedic	250.00
248	7300	Uniforms	3212 On Time Embroidery Inc	102482	Side Zip Boot - Paramedic	119.00
249	7300	Uniforms	3212 On Time Embroidery Inc	102484	Company Boot - Paramedic	139.00
250	7300	Uniforms	3212 On Time Embroidery Inc	102495	Soft Toe Boot - Paramedic	129.00
251	7300	Uniforms	3212 On Time Embroidery Inc	102501	Company Boot - Paramedic	139.00
252	7300	Uniforms	3212 On Time Embroidery Inc	102502	Soft Toe Boot - Paramedic	129.00
253	7300	Uniforms	3212 On Time Embroidery Inc	102503	Company Boot - Paramedic	139.00
254	7300	Uniforms	3212 On Time Embroidery Inc	102517	30 T- Shirts - Quartermaster Stock	360.00
255	7300	Uniforms	3212 On Time Embroidery Inc	102803	5 T- Shirts - Lieutenant	65.00
256	7300	Uniforms	3212 On Time Embroidery Inc	102994	2 Company Station Pants - Paramedic	106.00
257	7300	Uniforms	3212 On Time Embroidery Inc	102995	Twill Cap, 4 T-Shirts, 2 Station Pants, 3 Shorts - Paramedic	289.00
258	7300	Uniforms	3212 On Time Embroidery Inc	102996	3 BDU Shorts - Lieutenant	96.00
259	7300	Uniforms	3212 On Time Embroidery Inc	102997	2 BDU Shorts - Lieutenant	64.00
260	7300	Uniforms	3212 On Time Embroidery Inc	103172	Pocketed Shorts - Engineer	21.00
261	7300	Uniforms	3212 On Time Embroidery Inc	103173	86 T- Shirts - Quartermaster Stock	986.00

# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
262	7300	Uniforms	3212 On Time Embroidery Inc	103174	Fleece Lined Knit Cap - Paramedic	22.00
263	7300	Uniforms	3212 On Time Embroidery Inc	103175	Twill Cap, Job Shirt, 2 T-Shirts - Paramedic	122.00
264	7300	Uniforms	3212 On Time Embroidery Inc	103176	3 S/S Polos, 3 T-Shirts, Athletic Oxford, Belt - Lieutenant	323.00
265	7300	Uniforms	3212 On Time Embroidery Inc	103177	2 Nameplates, Class A Cap, Raincoat, Dress Coat, Etc.-Paramedic	613.00
266	7300	Uniforms	3212 On Time Embroidery Inc	103298	Performance Polo - Lieutenant	51.00
267	7300	Uniforms	3212 On Time Embroidery Inc	94327	Company Boot - Paramedic	129.00
268	7300	Uniforms	3212 On Time Embroidery Inc	98950	Round Top Cap - Battalion Chief	134.00
269	7320	Equipment < \$5,000	1148 WS Darley & Co	17470251	20 White/Black Hoods	861.96
Total 710 - Emergency Services						81,683.46

Division: 720 - Fire Prevention						
270	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	135.39
Total 720 - Fire Prevention						135.39

Division: 730 - Emergency Management Agency						
271	6015	Communication Services	1936 DTN LLC	6159968	2022 Weather Billing for EMA 08/08/22-09/07/22	401.00
272	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14- 07/13/2022	42.41
Total 730 - Emergency Management Agency						443.41

<b>Total 70 - Fire Department</b>						<b>82,958.59</b>
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Department: 75 - Fire & Police Commission						
273	5340	Pre-Employment Testing	1320 IL State Police	Cost 01755-05/22	Fingerprint Background Check Services for May 2022	84.75
274	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	9015	6-22 Non-Retainer Matters	182.50
Total 75 - Fire & Police Commission						267.25

<b>Total 100 - General Fund</b>						<b>330,904.64</b>
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Fund: 208 - TIF #8 Oakton						
275	6000	Professional Services	8133 Elrod Friedman LLP	9001	6-22 Non-Retainer Matters	299.00
Total 208 - TIF #8 Oakton						299.00

Fund: 230 - Motor Fuel Tax Fund						
276	6165	Street Pavement Markings	1217 Superior Road Striping	796622	2022 Pavement Markings & Reflector Repairs - 07/13/2022, R-89-22	62,837.42
277	7140	Electricity	1033 ComEd	0193753007-07/22	Electricity Service 06/09-07/11/2022	81.56
278	7140	Electricity	1033 ComEd	0237106099-07/22	Electricity Service 06/06-07/06/2022	264.82
279	7140	Electricity	1033 ComEd	0392121005-07/22	Electricity Service 06/06-07/06/2022	103.96

# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
280	7140	Electricity	1033 ComEd	0445091056-07/22	Electricity Service 06/06-07/06/2022	241.10
281	7140	Electricity	1033 ComEd	0725000037-07/22	Electricity Service 06/07-07/07/2022	24.71
282	7140	Electricity	1033 ComEd	1273119011-07/22	Electricity Service 06/07-07/07/2022	1,576.49
283	7140	Electricity	1033 ComEd	1521117181-07/22	Electricity Service 06/06-07/06/2022	287.00
284	7140	Electricity	1033 ComEd	2493112068-07/22	Electricity Service 06/06-07/06/2022	37.21
285	7140	Electricity	1033 ComEd	2607132134-07/22	Electricity Service 06/03-07/06/2022	201.84
286	7140	Electricity	1033 ComEd	2644104014-07/22	Electricity Service 06/03-07/05/2022	152.23
287	7140	Electricity	1033 ComEd	2901166089-07/22	Electricity Service 06/06-07/06/2022	623.59
288	7140	Electricity	1033 ComEd	2943015087-07/22	Electricity Service 06/21-07/21/2022	15,008.24
289	7140	Electricity	1033 ComEd	3471079047-07/22	Electricity Service 06/06-07/06/2022	26.72
290	7140	Electricity	1033 ComEd	6045062008-07/22	Electricity Service 06/06-07-06/2022	66.06
291	8100	Improvements	1328 John Neri Construction Company Inc	2022-CIP-MFT-P2	2022 CIP MFT Street & Util Imp 06/28-07/25/2022 R-92-22	146,097.45
Total 230 - Motor Fuel Tax Fund						227,630.40

<b>Fund: 240 - CDBG Fund</b>						
292	6560	Subsidy - Shared Housing & Homeless Prevention	1169 Center of Concern	0707DP3Q	Homeless Prevention & Housing Counseling B-21 04/01-06/30/2022	2,472.25
293	6563	Subsidy - Senior Housing and Supportive Services	1169 Center of Concern	0070722S	Senior Housing & Support Services B-21 04/01-06/30/2022	3,368.25
294	6604	CDBG Care Act Program	1169 Center of Concern	0718SB15	CDBG Care Act Program for Bohemian LLC 01/21-07/16/2022	15,790.00
295	6604	CDBG Care Act Program	1169 Center of Concern	0718SB19	CDBG Care Act Program for NHT 01/21-07/16/2022	16,135.00
296	6604	CDBG Care Act Program	1169 Center of Concern	0718SB20	CDBG Care Act Program for Asadas DMG LLC 01/21-07/16/2022	16,725.00
297	6604	CDBG Care Act Program	1169 Center of Concern	0718SB21	CDBG Care Act Program for Lar Two, Inc. 01/21-07/16/2022	15,113.50
<b>Total 240 - CDBG Fund</b>						<b>69,604.00</b>

<b>Fund: 250 - Grant Projects Fund</b>						
<b>Program: 2520 - Capital Grants</b>						
298	6005	Legal Fees	8133 Elrod Friedman LLP	8992	6-22 Non-Retainer IEMA & FEMA Review Phase 5	1,794.00
299	6005	Legal Fees	8133 Elrod Friedman LLP	8993	6-22 Non-Retainer IEMA & FEMA Review Phase 4	212.59
<b>Total 2520 - Capital Grants</b>						<b>2,006.59</b>

<b>Total 250 - Grant Projects Fund</b>						<b>2,006.59</b>
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# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 260 - Asset Seizure Fund</b>					
<b>Program: 2610 - Customs</b>					
300	8015	Equipment	1026 CDW LLC	BR23062 44 Contactless Smartcards for Squad Computers	3,005.51
<b>Total 2610 - Customs</b>					<b>3,005.51</b>
<b>Program: 2620 - DEA</b>					
301	7300	Uniforms	1489 JG Uniforms Inc	101877 Uniforms- Ballistic Vest Cover-Officer	177.00
<b>Total 2620 - DEA</b>					<b>177.00</b>
<b>Program: 2640 - Forfeit</b>					
302	5325	Training	8252 American Working Dogs Inc	6951 K-9 Jager Re-Certification (Patrol, & Narcotics) 8/21-8/26/2022	450.00
<b>Total 2640 - Forfeit</b>					<b>450.00</b>
<b>Total 260 - Asset Seizure Fund</b>					<b>3,632.51</b>
<b>Fund: 400 - Capital Projects Fund</b>					
303	6000	Professional Services	1079 AECOM Technical Services Inc	2000645487 R-126-21 Professional Engr Svcs Task Order #5 - 3/5-6/24/22	3,140.51
304	6015	Communication Services	1552 Verizon Wireless	9911084535 Communication Services 06/14-07/13/2022	83.42
305	8100	Improvements	1328 John Neri Construction Company Inc	2022-CIP-LOPS-P1 R-79-22 Lake Opeka Pump Station 5/9-7/14/22	57,352.50
<b>Total 400 - Capital Projects Fund</b>					<b>60,576.43</b>
<b>Fund: 430 - Facilities Replacement Fund</b>					
306	6000	Professional Services	7661 FGM Architects Inc	20-2890.01-7 Police Station Addition Design 5/28/22-7/1/22; R-65-20	180,950.00
307	6000	Professional Services	7661 FGM Architects Inc	22-3414.01-3 CH and PD Entry Design 5/28/22-7/1/22; R-198-21	7,471.25
308	6000	Professional Services	7661 FGM Architects Inc	22-3491.01-2 Task Order #12-CH 4th Floor 5/28/22-7/1/22; R-116-19	4,875.00
309	6000	Professional Services	2436 Haeger Engineering LLC	89485 CH & PD Link Topographic Survey 4/27/22-6/30/22	7,042.50
<b>Total 430 - Facilities Replacement Fund</b>					<b>200,338.75</b>
<b>Fund: 500 - Water/Sewer Fund</b>					
<b>Non Departmental</b>					
<b>Division: 550 - Water Systems</b>					
310	6015	Communication Services	1552 Verizon Wireless	9911084535 Communication Services 06/14-07/13/2022	847.29
311	6015	Communication Services	1552 Verizon Wireless	9911084535 Communication Services 06/14-07/13/2022	70.82
312	6115	Licensing/Titles	1710 Cumberland Servicercenter Inc	54244 30 Safety Lane Coupons	138.00
313	6115	Licensing/Titles	4120 Henry, Carl	Reimb 01/26/2022 CDL License - Water Operator - 01/26/2022 - Exp 11/12/2025	30.00
314	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	220408 Meter Testing - 7/18/2022	1,484.00
315	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	220409 Meter Testing - 7/18-7/19/2022	1,484.00

# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
316	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	220410	Meter Testing - 7/19/2022	270.04
317	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9573	Cell Antenna Installs at Lift Stations 5/7/22-6/4/22	14,514.00
318	7020	Supplies - Safety	2513 Lee Jensen Sales Co	0016957-00	2 Nylon Slings for Shoring Boxes	405.00
319	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	2366	Chain & Eye Bolt	15.28
320	7035	Supplies - Equipment R&M	1484 Thompson Rental Station Inc	599303-3	Propane Refill - PW 9040	34.20
321	7035	Supplies - Equipment R&M	1484 Thompson Rental Station Inc	599353-3	9 Propane Refills - PW 9040	293.85
322	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	831900	Battery Core Return - PW 9044	(288.00)
323	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	832056	2 Hydraulic Fittings - PW 9037	24.63
324	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	832057	Hydraulic Fittings, Radiator Caps, Lights - PW Stock	98.24
325	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	832811	Trailer Jack - PW 9T01	88.09
326	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	832881	V-Belt - Water 9018	58.57
327	7035	Supplies - Equipment R&M	7958 Vermeer-Illinois Inc	PJ0972	2 Fuel Filters & 2 Barrel Filters - PW 9060	910.56
328	7035	Supplies - Equipment R&M	8632 Imaging Essentials Inc	SINV101211	6 Ink Cartridges & Print Head - PW Plotter	464.05
329	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W02348	Coolant Tank - Water 9018	217.20
330	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10447244	2.0 Cu Yds Top Soil - 07/14/2022	64.00
331	7070	Supplies - Water System Maintenance	2053 USA Bluebook	039124	Pressure Transducers for PMPs	1,460.41
332	7070	Supplies - Water System Maintenance	1047 Home Depot Credit Svcs	2072331	Pressure Gauge & Pipe	20.57
333	7070	Supplies - Water System Maintenance	1702 Diamond Paint & Home Center LLC	220000011393	8 Paint Brushes - Hydrant Ports	27.12
334	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	258499-000	Couplings & Bolts - Hydrant Installation	134.28
335	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	258591-000	Repair Sleeves	850.00
336	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	258592-000	Repair Clamps & Sleeves	1,101.94
337	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R172144	B-Boxes	804.00
338	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R207001	2 Repair Clamps	370.00
339	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R223090	Two 2" Water Meters	2,290.00
340	7140	Electricity	1033 ComEd	0718079040-07/22	Electricity Service 06/06-07/06/2022	68.63
341	7140	Electricity	1033 ComEd	1602149012-07/22	Electricity Service 06/03-07/06/2022	92.61
342	7140	Electricity	1033 ComEd	2382141015-07/22	Electricity Service 06/06-07/06/2022	32.90
343	7140	Electricity	1033 ComEd	2902009038-07/22	Electricity Service 06/02-07/01/2022	137.82

# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
344	7140	Electricity	1033 ComEd	3526170000-07/22	Electricity Service 06/02-07/01/2022	50.67
345	7140	Electricity	1033 ComEd	4436122006-07/22	Electricity Service 06/14-07/14/2022	7,245.65
346	7140	Electricity	1033 ComEd	5646761001-07/22	Electricity Service 06/02-07/01/2022	23.60
347	7140	Electricity	1033 ComEd	6152054027-07/22	Electricity Service 06/03-07/05/2022	6,302.22
348	7320	Equipment < \$5,000	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	509.99
349	8015	Equipment	1026 CDW LLC	BH92429	QNAP Server	8,054.26
350	8015	Equipment	1026 CDW LLC	BJ92134	QNAP Hard Drives	5,837.40
Total 550 - Water Systems						56,637.89

<b>Division: 560 - Sewer Systems</b>						
351	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	72.02
352	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	468.11
353	6115	Licensing/Titles	1710 Cumberland Servicer Inc	54244	30 Safety Lane Coupons	103.50
354	6195	Miscellaneous Contractual Services	7922 US Geological Survey	90995624	R-115-19 Algonquin Rd River Gauge Maint 07/15/2022-07/14/2023	14,400.00
355	6195	Miscellaneous Contractual Services	3084 Visu-Sewer of Illinois LLC	9461-2	Additional Grouting to Finish Manhole Rehab 06/30/2022	610.00
356	6195	Miscellaneous Contractual Services	2808 IL Environmental Protection Agency	ILM580026(A)2022	Annual Combine Sewer Overflow Permit 07/01/2022-06/30/2023	5,000.00
357	6305	R&M Equipment	7649 Altorfer Industries Inc	PM6A0010135	Engine Repair, R&R Prelube Pump/Motor - PW 8000 - 07/14/2022	5,629.05
358	6505	Subsidy - Sewer Lateral Program	8678 Semsak, Rosemary Nudo	SLP22-014	Sewer Lateral Rebate 07/26/2022	3,510.00
359	7040	Supplies - Vehicle R&M	1057 Menard Incorporated	2275	Cleaning Tools & Supplies	148.69
360	7075	Supplies - Sewer System Maintenance	1255 Neenah Foundry Company	459659	6 Manhole Frames	1,362.02
361	7075	Supplies - Sewer System Maintenance	1255 Neenah Foundry Company	459763	3 Storm Sewer Lids	816.67
362	7075	Supplies - Sewer System Maintenance	4093 White Cap LP	50019088749	2 Wood Stake Bundles	77.58
363	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890575642	1.0 Cu Yds Concrete - 1797 Winthrop 07/06/2022	125.25
364	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890575645	2.0 Cu Yds Concrete - 1367 E. Oakton - 07/06/2022	250.50
365	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890598126	Poured Concrete for 1808 Maple - 7/20/2022	156.56
366	7140	Electricity	1033 ComEd	0096017042-07/22	Electricity Service 06/06-07/06/2022	537.97
367	7140	Electricity	1033 ComEd	0575134020-07/22	Electricity Service 06/02-07/01/2022	90.81
368	7140	Electricity	1033 ComEd	0640144010-07/22	Electricity Service 06/06-07/06/2022	67.31

# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
369	7140	Electricity	1033 ComEd	0762050019-07/22	Electricity Service 06/07-07/07/2022	21.80
370	7140	Electricity	1033 ComEd	2038128006-07/22	Electricity Service 06/02-07/01/2022	49.15
371	7140	Electricity	1033 ComEd	2148094073-07/22	Electricity Service 06/07-07/07/2022	107.63
372	7140	Electricity	1033 ComEd	3240002012-07/22	Electricity Service 06/24-07/26/2022	504.65
373	7140	Electricity	1033 ComEd	3526009006-07/22	Electricity Service 06/06-07/06/2022	84.90
374	7140	Electricity	1033 ComEd	3657136067-07/22	Electricity Service 06/06-07/06/2022	78.00
375	7140	Electricity	1033 ComEd	4995025051-07/22	Electricity Service 06/03-07/05/2022	27.21
376	7140	Electricity	1033 ComEd	5060090016-07/22	Electricity Service 06/08-07/07/2022	134.19
377	7140	Electricity	1033 ComEd	5814097012-07/22	Electricity Service 06/06-07/06/2022	27.10
378	7140	Electricity	1033 ComEd	6331089024-07/22	Electricity Service 06/02-07/01/2022	179.52
379	7320	Equipment < \$5,000	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	199.98
380	7320	Equipment < \$5,000	1520 Russo Power Equipment	SPI11163302	Weed Trimmer & 5 Lb Spool Wire - Sewer Department	333.99
Total 560 - Sewer Systems						35,174.16

<b>Division: 580 - CIP - Water/Sewer</b>						
381	6000	Professional Services	2506 Trotter & Associates Inc	20217	TO#13 Maple St Fill Imp Construction Services - 06/13-06/30/2022	901.14
382	6000	Professional Services	2506 Trotter & Associates Inc	20218	TO#14 Water Sys Model Maint & Misc Serv-06/01-6/30/2022, R-16-20	239.00
383	6000	Professional Services	2506 Trotter & Associates Inc	20219	TO#19 Water Sys Separation Services - 06/01-06/30/2022, R-48-22	2,690.50
384	6000	Professional Services	2506 Trotter & Associates Inc	20220	TO#20 - NWC Emergency Supply - 06/01-06/30/2022, R-16-20	478.00
385	8100	Improvements	1328 John Neri Construction Company Inc	2022-CIP-MFT-P2	2022 CIP MFT Street & Util Imp 06/28-07/25/2022 R-92-22	216,745.74
<b>Total 580 - CIP - Water/Sewer</b>						<b>221,054.38</b>

<b>Total 00 - Non Departmental</b>	<b>312,866.43</b>
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<b>Department: 30 - Finance</b>						
386	6015	Communication Services	1552 Verizon Wireless	9911084535	Communication Services 06/14-07/13/2022	66.12
387	6025	Administrative Services	7615 Sebis Direct Inc	39066	Utility Bill Rendering Services - Drop Date 07/18/2022	1,153.00
<b>Total 30 - Finance</b>						<b>1,219.12</b>

<b>Total 500 - Water/Sewer Fund</b>	<b>314,085.55</b>
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# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 510 - City Owned Parking Fund</b>					
388	6025	Administrative Services	7960 Passport Labs Inc	INV-1031711 Mobile Pay Parking Transaction Fees June 2022	11.47
389	6320	R&M Parking Lots	4583 Argon Electric Company, Inc	9591 Configure Library Deck Antennas 6/13/22 to 6/14/22	2,128.00
390	6320	R&M Parking Lots	4583 Argon Electric Company, Inc	9593 Install Cat6 Line Metro Deck Roof to 1st Floor- 5/18/22	1,388.00
391	6320	R&M Parking Lots	4583 Argon Electric Company, Inc	9595 Configure Antennas at Metro Garage 6/2/22	1,344.00
392	7060	Supplies - Parking Lots	1057 Menard Incorporated	118 Gang Covers, Gang Boxes, Gang Rings - Metro Deck	59.61
393	7060	Supplies - Parking Lots	1057 Menard Incorporated	664 8 Hose Clamps & 2 Couplings - Library Deck	32.74
394	7140	Electricity	1033 ComEd	0354464001-07/22 Electricity Service 06/06-07/06/2022	1,589.06
395	7140	Electricity	1033 ComEd	2239082030-07/22 Electricity Service 06/06-07/06/2022	998.21
396	7140	Electricity	1033 ComEd	4722388001-07/22 Electricity Service 06/06-07/06/2022	18.96
397	7140	Electricity	1033 ComEd	4791127023-07/22 Electricity Service 06/06-07/06/2022	1,274.26
398	7140	Electricity	1033 ComEd	5310303000-07/22 Electricity Service 06/06-07/06/2022	189.91
<b>Total 510 - City Owned Parking Fund</b>					<b>9,034.22</b>

<b>Fund: 520 - Metra Leased Parking Fund</b>					
399	6025	Administrative Services	7960 Passport Labs Inc	INV-1031711 Mobile Pay Parking Transaction Fees June 2022	270.47
400	7140	Electricity	1033 ComEd	5222730006-07/22 Electricity Service 06/02-07/01/2022	80.93
<b>Total 520 - Metra Leased Parking Fund</b>					<b>351.40</b>

<b>Fund: 600 - Risk Management Fund</b>					
401	5345	Post-Employment Testing	8444 Health & Law Resource Inc	h1r6844 1 Forensic Record and Psychiatric Interview 6/28-7/7/2022	7,000.00
402	6005	Legal Fees	8133 Elrod Friedman LLP	9007 6-22 Non-Retainer PSEBA Proceedings	171.50
<b>Total 600 - Risk Management Fund</b>					<b>7,171.50</b>

<b>Fund: 700 - Escrow Fund</b>					
403	2221	Taste of Des Plaines	6095 Drivers Golf Car Rental	1016 Golf Cart Rental for Taste of Des Plaines 06/16-06/18/2022	1,320.00
404	2221	Taste of Des Plaines	1041 Federal Express	7-810-62702 Shipping Back ATM Key from Taste of Des Plaines 06/29/2022	8.37
405	2226	Special Events - July 4th	6095 Drivers Golf Car Rental	1021 Golf Cart Rental for July 4 Parade 07/03-07/05/2022	480.00
406	2226	Special Events - July 4th	1041 Federal Express	7-824-68253 Shipping Costumes from July 4 Parade 07/08/2022	19.09
407	2430	Escrow - Police Items	1320 IL State Police	Cost 01755-06/22 Fingerprint Background Check Services June 2022	169.50
408	2493	Escrow - CED Development	8133 Elrod Friedman LLP	8997 6-22 Reimb Redevelopment	2,000.00
409	2493	Escrow - CED Development	8133 Elrod Friedman LLP	8998 6-22 Reimb Redevelopment	7,165.00

# City of Des Plaines

## Warrant Register 08/15/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
410	2493	Escrow - CED Development	8133 Elrod Friedman LLP	9000	6-22 Reimb Redevelopment	1,254.00
411	2493	Escrow - CED Development	8133 Elrod Friedman LLP	9013A	6-22 Reimb Redevelopment	51.05
412	2493	Escrow - CED Development	8133 Elrod Friedman LLP	9013A	6-22 Reimb Redevelopment	51.05
413	2493	Escrow - CED Development	8133 Elrod Friedman LLP	9014	6-22 Reimb Redevelopment	484.50
414	2493	Escrow - CED Development	8133 Elrod Friedman LLP	9014	6-22 Reimb Redevelopment	228.00
415	2493	Escrow - CED Development	8133 Elrod Friedman LLP	9014	6-22 Reimb Redevelopment	242.25
416	2493	Escrow - CED Development	8133 Elrod Friedman LLP	9014	6-22 Reimb Redevelopment	456.00
417	2493	Escrow - CED Development	8677 Heldak, Zenon	Refund 07/18/22	Refund for 614 Birchwood 07/26/2022	1,347.90
Total 700 - Escrow Fund						15,276.71
Grand Total						1,240,911.69

# City of Des Plaines

## Warrant Register 08/15/2022

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
City Administration						
Division: 230 - Information Technology						
418	6015	Communication Services	1010 AT&T Mobility	28702533395907 22	Communication Services 06/04-07/03/2022	132.45
Total 230 - Information Technology						132.45
Total 20 - City Administration						132.45
Police Department						
Division: 610 - Uniformed Patrol						
419	6015	Communication Services	1032 Comcast	07/18/22 x6724	Internet/Cable Services Aug 2022	105.10
Total 610 - Uniformed Patrol						105.10
Division: 630 - Support Services						
420	6015	Communication Services	1032 Comcast	07/06/22 x7069	Internet/Cable Services 07/10- 08/09/2022	79.95
Total 630 - Support Services						79.95
Total 60 - Police Department						185.05
Fire Department						
Division: 730 - Emergency Management Agency						
421	6015	Communication Services	1032 Comcast	07/22/22 x6716	Internet/Cable Service Aug 2022	63.06
Total 730 - Emergency Management Agency						63.06
Total 70 - Fire Department						63.06
Department: 90 - Overhead						
422	6015	Communication Services	1032 Comcast	07/20/22 x6732	Internet/Cable Service Aug 2022	63.06
423	6015	Communication Services	1032 Comcast	151087626-8482	Internet/Cable Service 07/15- 08/14/2022	1,575.00
424	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100156 87	Internet/Cable Service 07/21- 08/20/2022	(254.46)
425	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100156 87	Internet/Cable Service 07/21- 08/20/2022	661.37
426	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100156 87	Internet/Cable Service 07/21- 08/20/2022	576.42
427	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100156 87	Internet/Cable Service 07/21- 08/20/2022	98.00
428	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100156 87	Internet/Cable Service 07/21- 08/20/2022	370.00
429	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100156 87	Internet/Cable Service 07/21- 08/20/2022	370.00



# City of Des Plaines

## Warrant Register 08/15/2022

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
430	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100156 87 Internet/Cable Service 07/21-08/20/2022	591.00
431	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100156 87 Internet/Cable Service 07/21-08/20/2022	795.00
432	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100156 87 Internet/Cable Service 07/21-08/20/2022	500.00
<b>Total 90 - Overhead</b>					<b>5,345.39</b>

<b>Total 100 - General Fund</b>	<b>5,725.95</b>
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Fund: 500 - Water/Sewer Fund					
<b>Division: 550 - Water Systems</b>					
433	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100156 87 Internet/Cable Service 07/21-08/20/2022	504.00
434	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100156 87 Internet/Cable Service 07/21-08/20/2022	320.00
<b>Total 550 - Water Systems</b>					<b>824.00</b>

<b>Total 500 - Water/Sewer Fund</b>	<b>6,549.95</b>
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Fund: 600 - Risk Management Fund					
435	5570	Self Insured P&L Expense	8680 Peters, Deborah	Reimb 07/28/22	Reimb to Rod & Hydrojet Sewer Lateral @ 500 S Mt. Prospect Road
<b>Total 600 - Risk Management Fund</b>					<b>1,444.00</b>

Fund: 700 - Escrow Fund					
436	2221	Taste of Des Plaines	8675 Oneal Barsin Inc	2022 Taste of DP	Food Vendor Payout for 2022 Taste of Des Plaines
<b>Total 700 - Escrow Fund</b>					<b>1,243.20</b>

<b>Grand Total</b>	<b>9,237.15</b>
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# City of Des Plaines

## Warrant Register 08/15/2022

### Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,240,911.69 **	8/15/2022
Manual Checks	\$ 9,237.15 **	7/29/2022
Payroll	\$ 1,399,764.93	7/29/2022
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage Meter Direct Debits	\$ 10,000.00	7/27/2022
Postage - Pitney Bowes Annual	\$ -	
Utility Billing Refunds	\$ 1,733.12	7/22/2022
Debt Interest Payment	\$ -	
IMRF Payments	\$ -	
Employee Medical Trust	\$ -	
<b>Total Cash Disbursements:</b>	<b><u>\$ 2,661,646.89</u></b>	

\* Multiple transfers processed on and/or before date shown

\*\* See attached report

Adopted by the City Council of Des Plaines

This Fifteenth Day of August 2022

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

\_\_\_\_\_  
Jessica M. Mastalski, City Clerk

\_\_\_\_\_  
Andrew Goczkowski, Mayor



## COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

### MEMORANDUM

Date: August 4, 2022

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*  
Emily Shaw, MPA, Management Analyst

Subject: Class 6b – 580 S Wolf Rd LLC at 580 S Wolf Rd. (4<sup>th</sup> Ward)

**Issue:** Applicant 580 S Wolf Rd LLC (Manager: Jan Leja, also of Highlander Transportation) is the contract purchaser of 580 S. Wolf Road. The applicant is requesting a resolution supporting a Cook County Class 6b Property Tax Incentive (6b), which is designed to encourage industrial investment by reducing the assessment level of eligible properties for 12 years. Qualified industrial properties are assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. Normally such properties are assessed at 25% of market value. This application is based on the New Construction eligibility criterion.

**Analysis:** The subject property consists of an 8.5-acre vacant site. The land is currently zoned M-2 General Manufacturing District and allows for a number of industrial uses. If approved the applicant intends to purchase the property and construct an approximately 63,000-square-foot distribution facility to become the new home of Highlander Transportation, currently based in Elk Grove Village. Distribution facilities are a permitted use in the M-2 Zoning District.

The applicant projects the property value after full construction at approximately \$16 million. This value far exceeds the minimum \$10-per-building-square-foot of investment typically required for City support to 6b applications (approximately \$252 per square foot). The proposed facility will face South Wolf Road and include 94 parking spaces, 66 trailer parking spaces, 27 exterior dock doors, fueling stations, and truck scales.

The applicant expects to move 70 of its 100 current full-time employees to this site. The applicant anticipates that if the company grows at its expected rate, it will grow to have approximately 100-140 employees at the site in the next 2-5 years. The job number exceeds the City's minimum expectation for number of employees (50) to be generated by a new construction project after two years.

The attached application contains a sheet called "12-Year Tax Estimates," which highlights scenarios based on current market values and Tax Year 2020 Rates. The applicant contends the investment in the property will not be feasible without approval of a 6b (Scenario No. 3) and projects that Scenario No. 2 will result in an *additional* approximately \$4.7 million in property tax revenue over the 12-year life of the incentive.

*Tax Impact Scenarios (First 10 Years):*

1. Estimated annual taxes as is (no improvements, no 6b): \$146,661
2. Estimated annual taxes with proposed improvements *with* a 6b: \$483,510
3. Estimated annual taxes with proposed improvements *without* a 6b: \$1,208,775

**City Council Action:** The Council may choose to approve Resolution R-140-22, supporting and consenting to a Class 6b Application at 580 S Wolf Rd for 580 S Wolf Rd LLC.

**Attachments:**

Attachment 1: Support to Class 6b Property Tax Incentive Application

**Resolution R-140-22**

Exhibit A: Legal Description

June 15, 2022

John Carlisle  
City of Des Plaines, CED Director  
1420 Miner St.  
Des Plaines, Illinois 60016-4498  
jcarlisle@desplaines.org

**RE: Class 6b Incentive Resolution Request  
580 S Wolf Rd LLC, or an entity to be named  
580 S. Wolf Rd., Des Plaines, Illinois 60016  
PIN: 09-18-400-006-0000**

Dear John:

580 S Wolf Rd LLC, or an entity to be named, ("Applicant") is requesting a Resolution supporting and consenting to a Class 6b Incentive on the above-referenced property based on new construction. The Applicant plans to purchase the subject property, demolish the existing structures thereon and construct an approximately 60,000 square foot building for its related entity, Highlander Transportation, Inc., to occupy the entire site for its use consisting of the warehousing and distribution in connection with freight forwarding.

The subject property currently contains a number of buildings, garages and a few smaller structures as well as one concrete plant located on a roughly 370,260 square foot site. These existing structures have been underutilized, vacant and in poor condition for years. As a result, the Applicant plans to demolish all of the existing structures on the subject property and construct an approximately 60,000 square foot industrial building.

The Applicant plans to invest approximately \$16,000,000 to demolish the existing buildings, construct the new building and rehabilitate the site, which will create approximately 75 to 100 construction jobs. However, please note that the costs of the construction and rehabilitation could significantly vary as they are preliminary and additional reviews of the property as well as additional discussions with contractors must be completed to determine both.

Currently, Highlander Transportation, Inc. leases approximately 30,000 square feet in Elk Grove Village as well as a few parking areas for its trucks. Highlander Transportation, Inc.'s business is growing and needs to expand its operation as soon as possible. Therefore, Highlander Transportation, Inc. plans to move its Elk Grove Village operations to the subject property to serve as its headquarters and bring 70 of its 100 current employees (all full-time) to the same. Highlander Transportation, Inc. believes that if it grows as anticipated that it will have approximately 100 to 140 employees at the site in the next 2 to 5 years. Additionally, Highlander Transportation, Inc. will look to hire all qualified City of Des Plaines residents for future hires. We note that Highlander Transportation, Inc. already has a number of City of Des Plaines residents as employees. Also please note that Highlander Transportation, Inc. offers employee health care, paid vacation and sick days.

John Carlisle  
June 15, 2022  
Page Two

The City of Des Plaines can also expect that Highlander Transportation, Inc. and its employees will invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. In addition, the City of Des Plaines can expect that Highlander Transportation, Inc. will attract business and various customers to the City in the course of its operations. Highlander Transportation, Inc. currently supports its local community and looks forward to working with the City of Des Plaines to find ways it can continue to do so in the City.

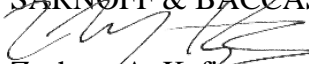
We have attached a breakdown showing what the taxes would be with a Class 6b Incentive as well as the comparably lower taxes on this property if it remains vacant and without any improvements. By looking at this breakdown, one can see that the overall taxes for this property with a Class 6b Incentive along with the investment to be put in will provide greater real estate taxes for this property than it would if it remained vacant.

Additionally, because of the comparatively high taxes in Cook County it is likely the property will continue to remain vacant for a long time if the Applicant is unable to obtain a Class 6b Incentive. Without a Class 6b Incentive, the Applicant will not purchase the subject property, complete the new construction and rehabilitation and Highlander Transportation, Inc. will not expand its operations into the same. In addition, the Applicant will then look for another location where the property taxes are lower either outside of Cook County or in Cook County where it can secure a Class 6b Incentive. As a result, the subject property would most likely continue to sit vacant and on vacancy relief with the Cook County Assessor's Office.

As the above indicates, there are various benefits the City of Des Plaines will receive should the Applicant be granted the Class 6b Incentive. The Applicant is excited to move forward with the purchase, construction, rehabilitation and occupation of the subject property. Additionally, Highlander Transportation, Inc. is excited to expand its operations at the subject property in the City of Des Plaines and be a strong community member for many years to come. However, the above is all contingent on the Applicant receiving a Class 6b Incentive.

In support of the above request for a Resolution in support of the Class 6b Incentive on the subject property, we have enclosed a City of Des Plaines Application and attachments. Therefore, please review the attached and place the Applicant on the agenda for the July 5, 2022 City of Des Plaines Council meeting, where it will present its request for the City to pass a Resolution supporting and consenting to a Class 6b Incentive on the subject property.

Should you have any questions or concerns, or require additional information, please do not hesitate to contact me at (312) 782-8310.

Very truly yours,  
SARNOFF & BACCASH  
  
Zachary A. Kafitz

12 Year Tax Estimates

580 S. Wolf Rd.  
Des Plaines, IL 60016  
PIN: 09-18-400-006-0000

Estimated Taxes Based on:

				Estimated Market Value based on \$16,000,000 in Hard Costs and a Class 6b				Estimated Market Value Based on the Current Market Value, No Development and No Class 6b and Full Vacancy				Estimated Market Value based on \$16,000,000 in Hard Costs and no Class 6b			
Tax Year	2020 Tax Rate	2020 Multiplier	Estimated Effective Tax Rate*	Estimated Market Value***	Assessment Level with a Class 6b**	Estimated Assessed Value With a Class 6b	Estimated Tax With a Class 6b	Estimated Market Value	Assessment Level With NO Class 6b	Estimated Assessed Value With NO Class 6b and Full Vacancy	Estimated Taxes With NO Class 6b and Full Vacancy	Estimated Market Value***	Assessment Level With NO Class 6b	Estimated Assessed Value with NO Class 6b	Estimated Taxes With NO Class 6b
2022	9.375%	3.2234	30.219%	\$16,000,000	10%	\$1,600,000	\$483,510	\$1,941,284	25%	\$485,321	\$146,661	\$16,000,000	25%	\$4,000,000	\$1,208,775
2023	9.375%	3.2234	30.219%	\$16,000,000	10%	\$1,600,000	\$483,510	\$1,941,284	25%	\$485,321	\$146,661	\$16,000,000	25%	\$4,000,000	\$1,208,775
2024	9.375%	3.2234	30.219%	\$16,000,000	10%	\$1,600,000	\$483,510	\$1,941,284	25%	\$485,321	\$146,661	\$16,000,000	25%	\$4,000,000	\$1,208,775
2025	9.375%	3.2234	30.219%	\$16,000,000	10%	\$1,600,000	\$483,510	\$1,941,284	25%	\$485,321	\$146,661	\$16,000,000	25%	\$4,000,000	\$1,208,775
2026	9.375%	3.2234	30.219%	\$16,000,000	10%	\$1,600,000	\$483,510	\$1,941,284	25%	\$485,321	\$146,661	\$16,000,000	25%	\$4,000,000	\$1,208,775
2027	9.375%	3.2234	30.219%	\$16,000,000	10%	\$1,600,000	\$483,510	\$1,941,284	25%	\$485,321	\$146,661	\$16,000,000	25%	\$4,000,000	\$1,208,775
2028	9.375%	3.2234	30.219%	\$16,000,000	10%	\$1,600,000	\$483,510	\$1,941,284	25%	\$485,321	\$146,661	\$16,000,000	25%	\$4,000,000	\$1,208,775
2029	9.375%	3.2234	30.219%	\$16,000,000	10%	\$1,600,000	\$483,510	\$1,941,284	25%	\$485,321	\$146,661	\$16,000,000	25%	\$4,000,000	\$1,208,775
2030	9.375%	3.2234	30.219%	\$16,000,000	10%	\$1,600,000	\$483,510	\$1,941,284	25%	\$485,321	\$146,661	\$16,000,000	25%	\$4,000,000	\$1,208,775
2031	9.375%	3.2234	30.219%	\$16,000,000	10%	\$1,600,000	\$483,510	\$1,941,284	25%	\$485,321	\$146,661	\$16,000,000	25%	\$4,000,000	\$1,208,775
2032	9.375%	3.2234	30.219%	\$16,000,000	15%	\$2,400,000	\$725,265	\$1,941,284	25%	\$485,321	\$146,661	\$16,000,000	25%	\$4,000,000	\$1,208,775
2033	9.375%	3.2234	30.219%	\$16,000,000	20%	\$3,200,000	\$967,020	\$1,941,284	25%	\$485,321	\$146,661	\$16,000,000	25%	\$4,000,000	\$1,208,775
				Total Estimated Taxes (2022 to 2033)			\$6,527,385	Total Estimated Taxes (2022 to 2033)			\$1,759,932	Total Estimated Taxes (2022 to 2033)			\$14,505,300
				Property Tax Revenue Generated from the Property's Class				\$4,767,453							

Notes:

\* The 2020 Effective Tax Rate (the 2020 Tax Rate x the 2020 multiplier) was used. It does not take into account any increases or decreases in the Effective Tax Rate between 2022 and 2033.

\*\*The above is based on the assumption that the Class 6b Tax Incentive for the subject property will be granted in 2022 and activated in 2022 or 2023

\*\*\*The above does not assume any increases/decreases in market value due to reassessment.

The above estimates are speculative, and should be treated as such.



## Building

### Site Summary

Building Footprint	59,384
Clear Height	32
Office	11,068
Docks (Mechanical Levelers)	27
Drive-in	15
Cars	79
Cabs	15
Trailers	66
Exterior Walls	Precast
Electrical	2400 Amp
Plumbing	Included
Roof (R-30 Ballasted)	EPDM
HVAC - Heat & Ventilation Only	Included
Sprinkler - ESFR	Included

### Allowances

	Project Cost	\$/SF
Signage	\$ 20,000	\$0.34
Permits	\$ 75,000	\$1.26
Truck Scale (2)	\$ 300,000	\$5.05
Fuel Stations (3)	\$ 750,000	\$12.63
Landscaping	\$ 100,000	\$1.68
Office Buildout Allowance	\$ 1,600,000	\$26.94
Unsuitable soils	\$ 50,000	\$0.84
Storm Trap Allowance	\$ 2,500,000	\$42.10
Contingency (Unforeseen Issues, escalation and fuel surcharges)	\$ 500,000	\$8.42
<b>Sub-total</b>	<b>\$ 5,895,000</b>	<b>\$99.27</b>

### Site Work

Excavation	\$ 525,000	\$8.84
Asphalt Paving	\$ 897,000	\$15.11
Exterior Concrete	\$ 443,000	\$7.46
Site Utilities	\$ 384,000	\$6.47
Site Lighting	\$ 50,000	\$0.84
<b>Sub-total</b>	<b>\$ 2,299,000</b>	<b>\$38.71</b>

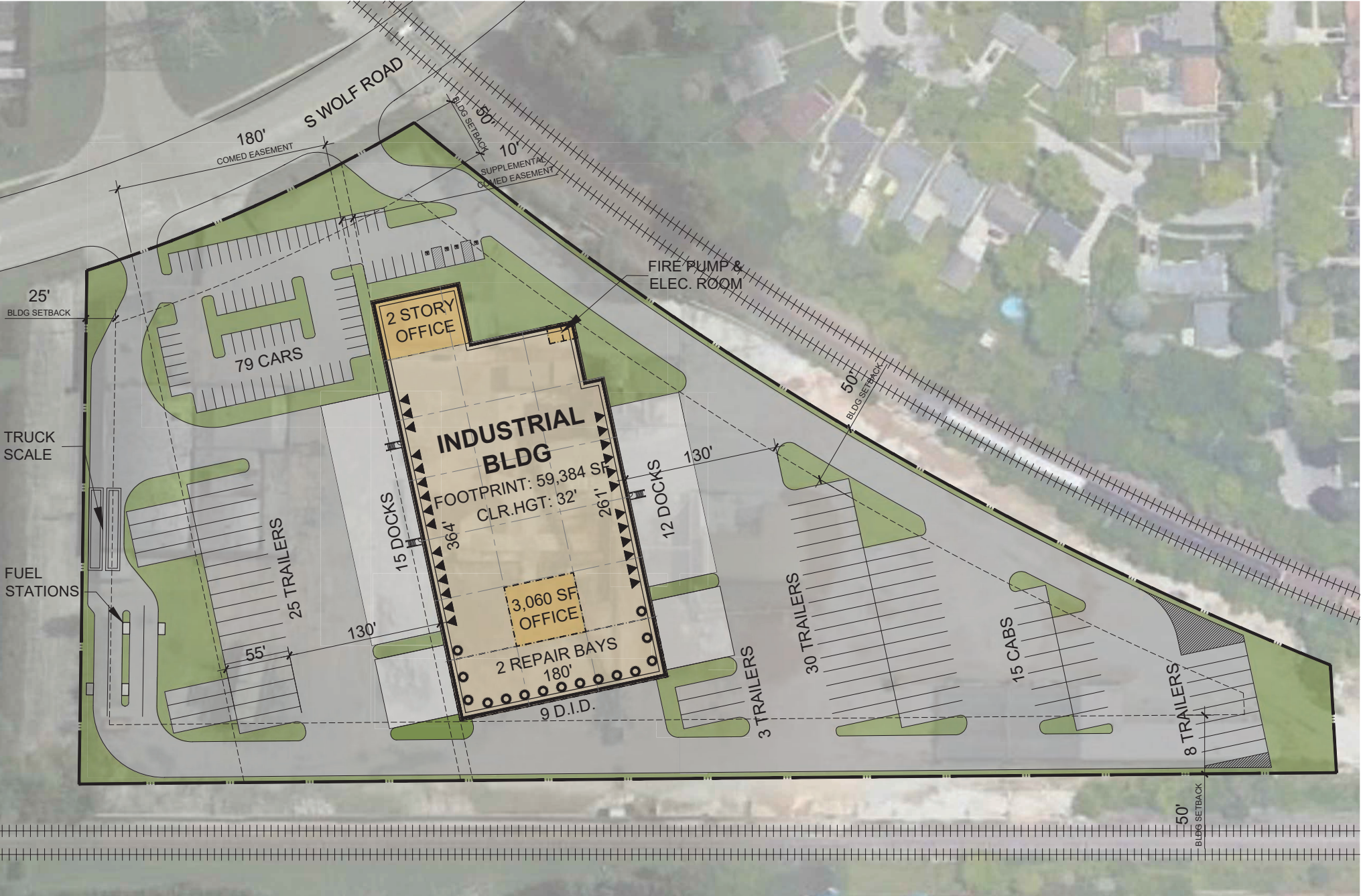
### Base Building Construction Costs

Concrete (7" unreinforced, includes Ashford sealer)	\$ 710,000	\$11.96
Precast Concrete	\$ 1,410,000	\$23.74
Masonry	\$ 29,000	\$0.49
Steel	\$ 1,850,000	\$31.15
Carpentry	\$ 31,000	\$0.52
HM doors and frames	\$ 28,000	\$0.47
Roofing	\$ 478,000	\$8.05
Glass & Glazing	\$ 650,000	\$10.95
Painting	\$ 78,000	\$1.31
Dock Equipment (Includes OH Doors)	\$ 630,000	\$10.61
Fire Sprinkler	\$ 242,000	\$4.08
Plumbing Scope	\$ 250,000	\$4.21
HVAC - Heat & Ventilation only	\$ 125,000	\$2.10
Electrical Scope	\$ 272,000	\$4.58
<b>Sub-total</b>	<b>\$ 6,783,000</b>	<b>\$114.22</b>

### Project Management Costs

Site Supervision & General Conditions	\$ 360,000	\$6.06
Builders Risk	by Owner	
Liability Insurance	\$ 182,000	\$3.06
Professional Fee	\$ 250,000	\$4.21
Peak Fee	\$ 830,000	\$13.98
Survey & Layout	\$ 35,000	\$0.59
<b>Sub-total</b>	<b>\$ 1,657,000</b>	<b>\$27.90</b>

<b>Total Building Costs</b>	<b>\$ 16,634,000</b>	<b>\$280.11</b>
Escalation:	\$ -	\$0.00
By Owner:		
Environmental Contaminates, Roof Screening, Well Pointing, Water Tank, Permit & Impact Fees, Testing, Arch/Struct/Civil design		
Alternates:		\$0.00



PROJECT DATA:		
SITE AREA:	8.47 AC	
GROSS:	368,879 SF	
TOTAL BUILDING AREA:	63,388 SF	
BUILDING USE:		
WAREHOUSE	52,320 SF	
OFFICE	11,068 SF @ 5%	
COVERAGE:		
GROSS:	16%	
PARKING REQUIRED:		
WAREHOUSE	1/1500 SF	35 STALLS
OFFICE	1/250 SF	44 STALLS
TOTAL:		79 STALLS
PARKING PROVIDED:		
AUTO:	79 STALLS @ 1.2/1000 SF	
REQ. ACCESSIBLE	4 STALLS	
CAR:	15 STALLS	
TRAILER:	66 STALLS	
TRUCK DOCKS:		
DOCK-HIGH DOORS	27	
GRADE-LEVEL DOORS	15	

DEVELOPMENT STANDARDS:	
ZONING:	M-2
MAX. BLDG. COVER:	20%
MAX. BLDG. HGT:	60 FT
BUILDING SETBACKS:	
FRONT YARD:	50 FT
SIDE YARD:	50 FT
REAR:	50 FT
OFF-STREET PARKING:	
STANDARD:	9'X18'
ACCESSIBLE:	16'X10'
DRIVE-UP:	22'X11'
REQ. PARKING RATIO BY USE:	
WAREHOUSE:	1/1500 SF
INDUSTRIAL:	1/1500 SF
MANUFACT:	1/1500 SF
OFFICE:	1/250 SF

NOTES:  
1. All proposed setbacks, easements, and other site information are preliminary.  
2. All proposed setbacks are subject to final plan review.  
3. All setbacks are subject to final plan review.

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

Stormwater Management Design: AVERAGE REGIONAL REQUIRED PROVIDED

Boundary Source: PDF ALTA SURVEY



scheme: 04

Conceptual Site Plan

580 South Wolf Road  
Des Plaines, IL

WARE MALCOMB

CH22-0113-00  
05.17.2022

SHEET  
1





PERSPECTIVE - NORTHEAST



This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage shown is for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.

CONCEPT DESIGN

580 WOLF  
ELK GROVE VILLAGE, IL - CHI22-0113-00

WARE MALCOMB

05.17.2022

PAGE  
2





PERSPECTIVE - SOUTHEAST





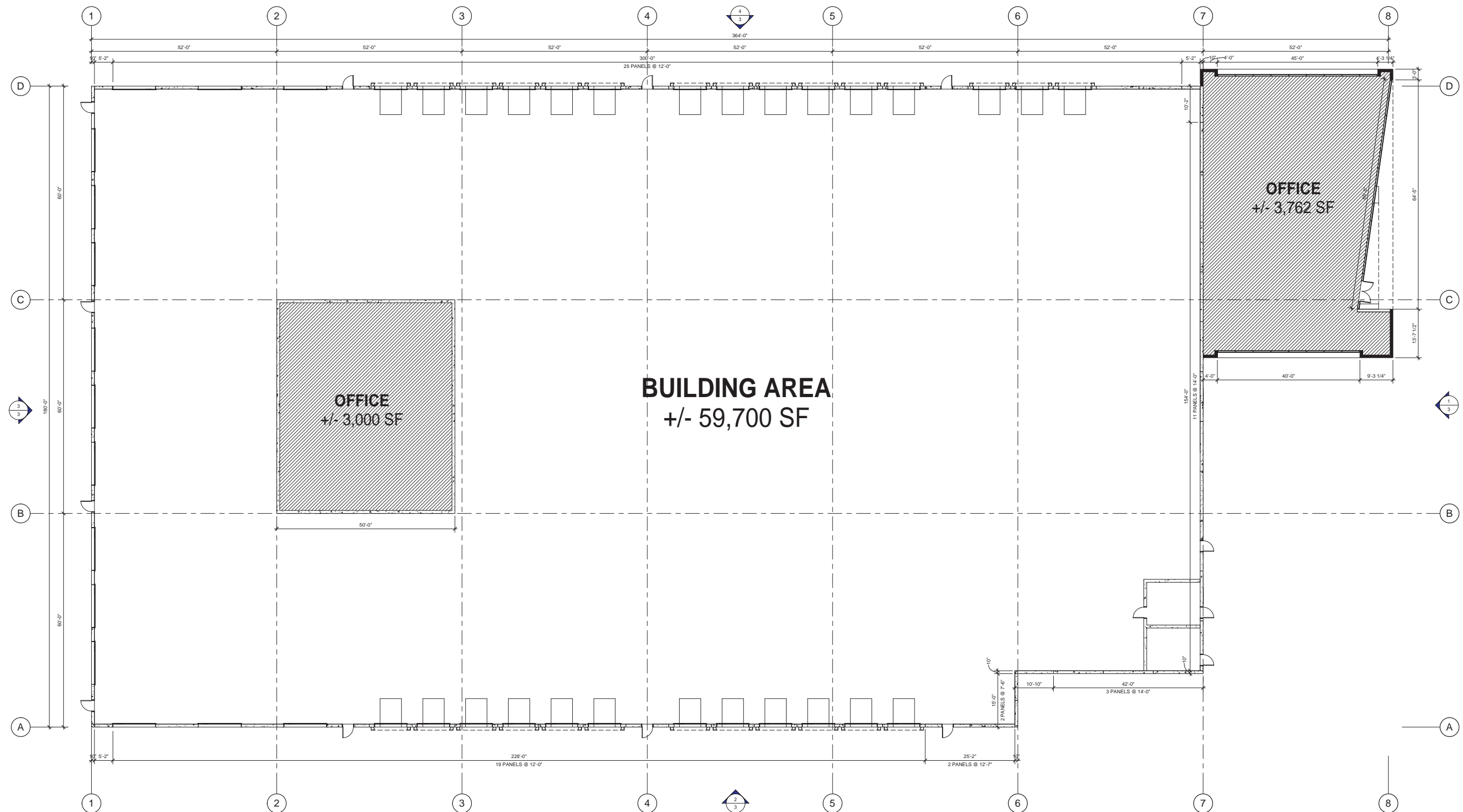


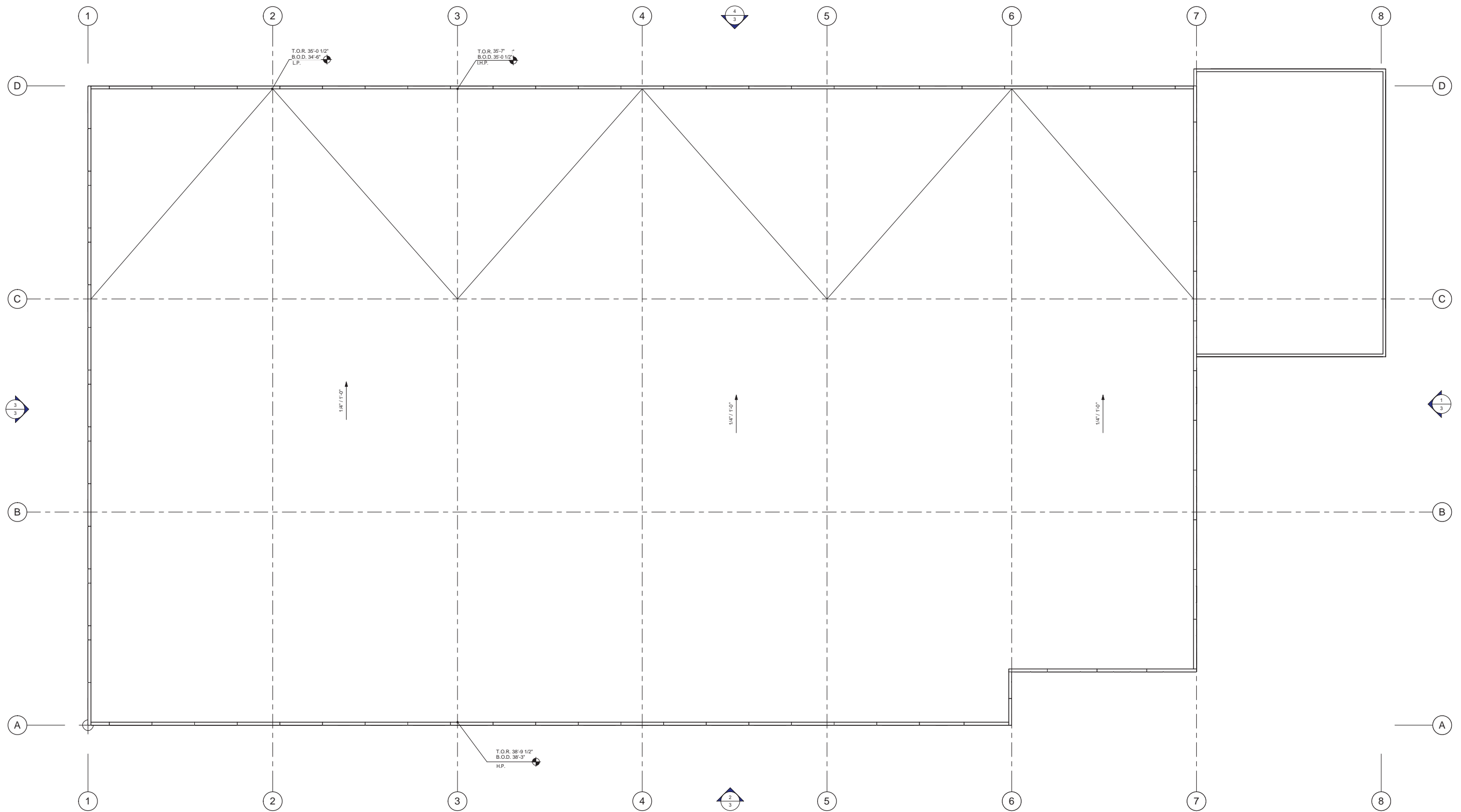
ELEVATION - NORTH



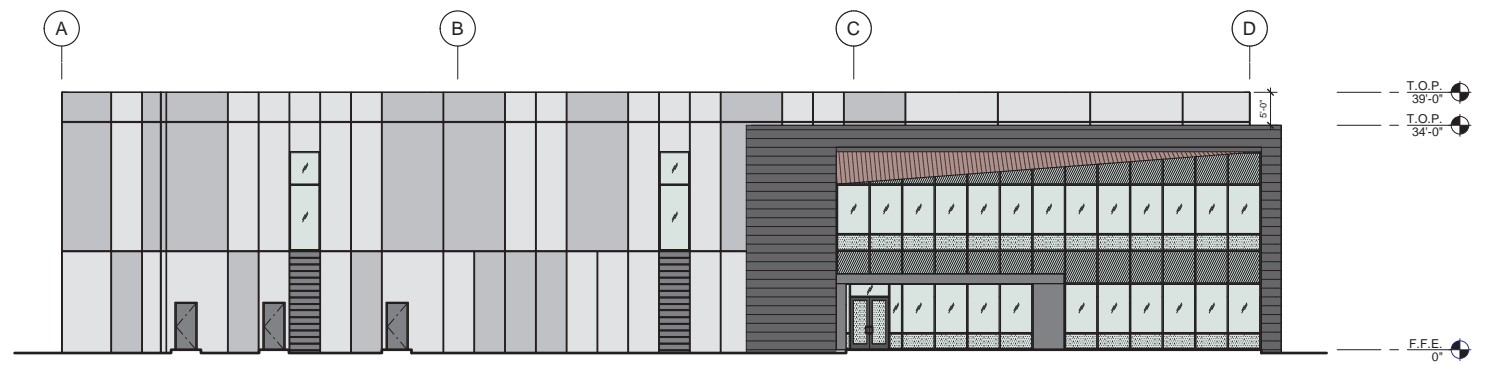
ELEVATION - EAST



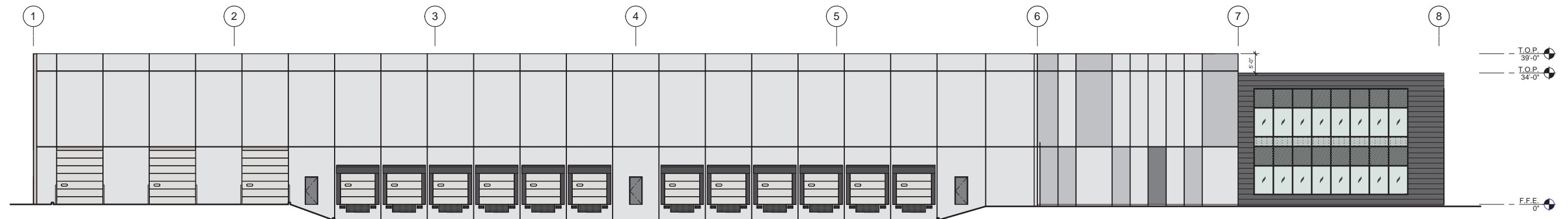




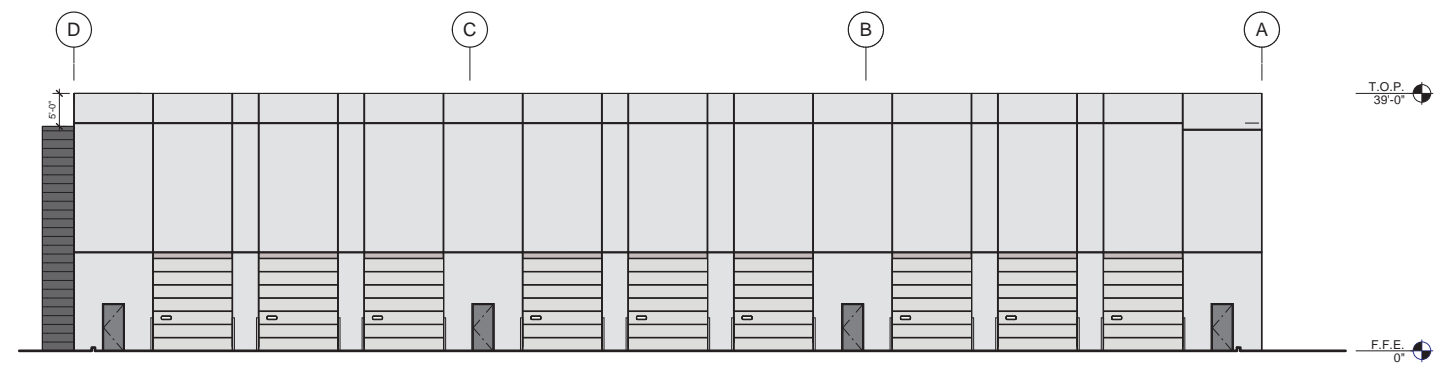




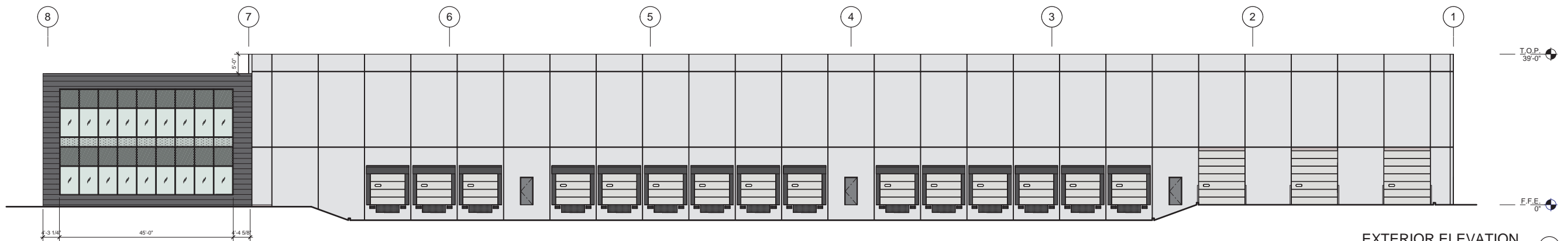
EXTERIOR ELEVATION 1  
SCALE: 3/32" = 1'-0"



EXTERIOR ELEVATION 2  
SCALE: 3/32" = 1'-0"

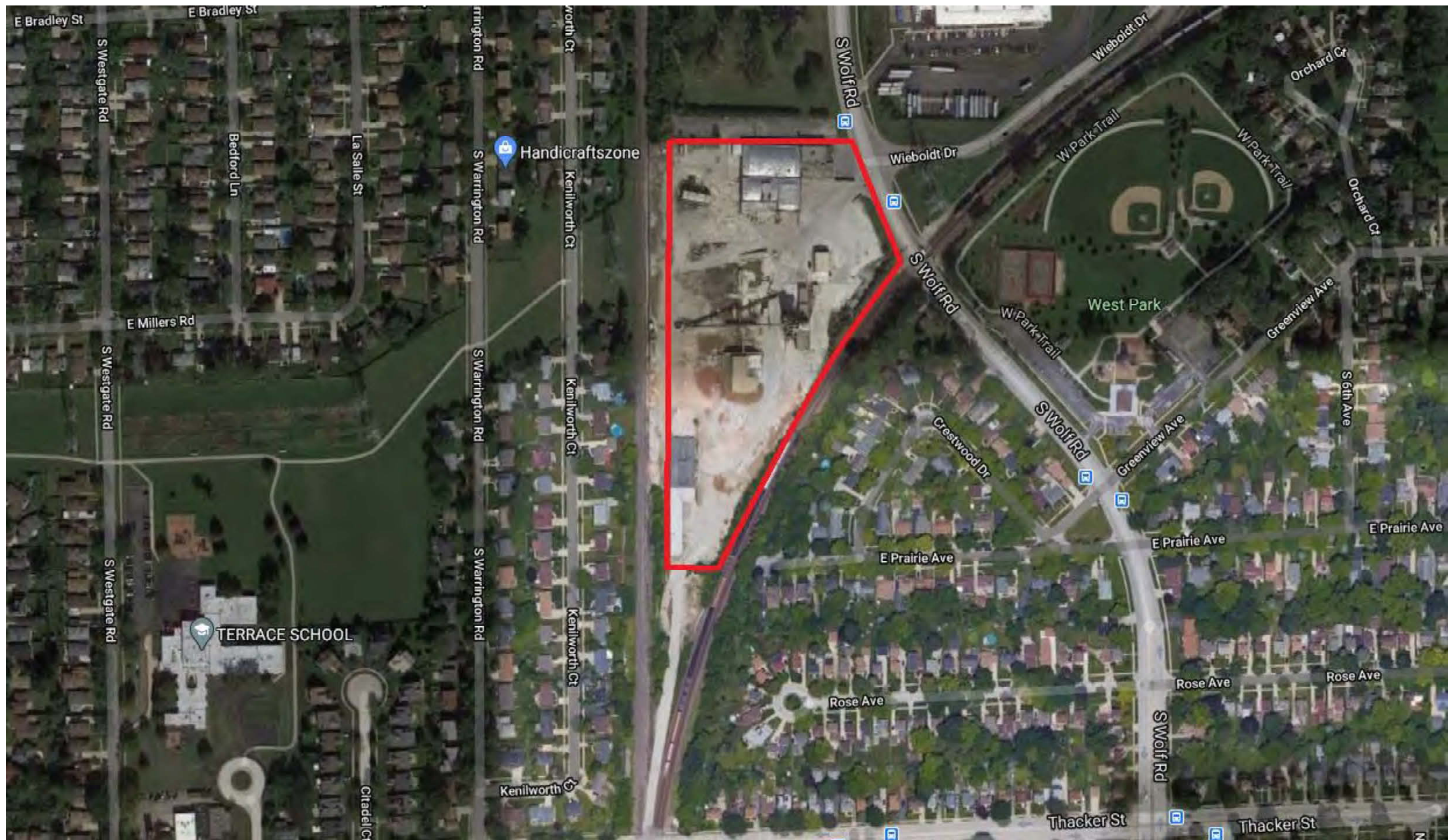


EXTERIOR ELEVATION 3  
SCALE: 3/32" = 1'-0"



EXTERIOR ELEVATION 4  
SCALE: 3/32" = 1'-0"

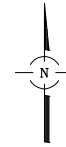








# A.L.T.A./N.S.P.S. LAND TITLE SURVEY



SCALE 1" = 80'  
0 60 120

BASIS OF BEARINGS  
TRUE NORTH BASED ON GEODETIC  
OBSERVATION 1L EAST ZONE

PROPERTY DESCRIPTION  
SEE SHEET 1 OF 2 FOR NOTES AND LEGEND.

SPACECO UAV  
AERIAL IMAGE  
DATE OF FLIGHT: 6/25/18



PREPARED FOR:  
LAFARGEOLCIM  
1300 SOUTH ILLINOIS ROUTE 31  
SOUTH BLOOM, IL 60077

FOR REVIEW  
PURPOSES ONLY

REVISIONS:
08/14/2018
09/11/2018
06/17/2019 UPDATE



CONSULTING ENGINEERS	DATE: 07/24/2016
SITE DEVELOPMENT ENGINEERS	JOB NO: 1428
LAND SURVEYORS	FILENAME: 1428-02ALTA-01
9575 W. Higgins Road, Suite 700 Rosemont, Illinois 60018 Phone: (847) 696-0660 Fax: (847) 696-0365	SHEET 2 OF 2



## COMMUNITY AND ECONOMIC DEVELOPMENT

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5370  
desplaines.org

### PROCEDURES AND APPLICATION FOR CITY OF DES PLAINES CONSIDERATION OF COOK COUNTY REAL ESTATE CLASSIFICATION 6A, 6B, 7A, 7B, 7C, AND CLASS C

#### APPLICABILITY AND INTENT

The Cook County Property Tax Incentive Abatement contains various classifications depending on the type of use, improvement, and/or occupancy for a particular request. Each applicant shall thoroughly review Cook County Ordinance Chapter 74, Taxation, to ensure that the proposed request will meet the Cook County Ordinance requirements and definitions for each specific request. Failure to follow the Cook County Ordinance will result in a rejection of the application.

Additionally, the City of Des Plaines utilizes the property tax incentive program to modernize obsolete facilities, fill chronically vacant buildings and spaces and to encourage new construction of commercial and industrial spaces. The incentive shall be utilized in a manner that parallels the intent. Failure to follow through with the identified improvements and to apply a good faith effort to reach the projected number of employees will result in City Council consideration to revoke such property tax incentive.



**PROCEDURES FOR CITY OF DES PLAINES REVIEW OF COOK COUNTY  
PROPERTY TAX ABATEMENT INCENTIVE**

1. Please review the latest Cook County Assessor's Office "Class 6b Eligibility Bulletin" before completing the City of Des Plaines' application. The Eligibility Bulletin can be found by visiting: <http://cookcountyassessor.com> and will help you determine if you qualify for the abatement incentive.
2. A completed copy of the Cook County Assessor's Office "Eligibility Application" and attached "City of Des Plaines Application for Cook County Real Estate" with supporting documents must be submitted to:

City of Des Plaines  
Community and Economic Development Department (CED)  
1420 Miner Street  
Des Plaines IL 60016-4498

Note: Applicants should contact the Cook County Assessor's office at (312) 443-7550 for any other information they may require for the incentive.

3. A \$750 non-refundable application fee must be submitted with the application. This fee covers the City's administrative costs. Additional fees may be required if an independent analysis of your application is required.
4. The CED Department will review the proposed application for any outstanding interoffice issues before reviewing the request. If none are found, and all necessary information has been submitted, an evaluation of your request will be reviewed, prepared and submitted to City Council.
5. The taxing jurisdictions that may be financially affected by the incentive are alerted via written correspondence when scheduled for a City Council meeting.
6. At the City Council meeting in which the application will be considered, you must be prepared to make a brief presentation and answer any questions that may arise.
7. If the City Council approves your application, a certified copy of the resolution accompanying the application is forwarded to you. Applicants are responsible for forwarding a certified copy of the resolution to the Cook County Assessor's office.
8. The application should be used as a guide for providing adequate information to the City regarding your request. If supplemental information is required, the City will contact you, should City Staff deem it necessary.

## CITY OF DES PLAINES APPLICATION REQUIREMENTS

Applications for a Cook County Real Estate Classification 6A, 6B, 7A, 7B, 7C and Class C accepted after December 7, 2018 shall acknowledge and meet the following minimum criteria set by the City of Des Plaines:

The applicant or his/her authorized designee shall initial and acknowledge the following statements:

INITIALS	APPLICATION SUBMITTAL REQUIREMENTS
----------	------------------------------------

<u>JL</u>	Detailed financial information for the project will be included with this application. The project financials will include a pro forma showing the financial gap to warrant a property tax incentive.
<u>JL</u>	Detailed cost estimates from reputable contractors outlining all proposed improvements will be provided with this application.
<u>JL</u>	I acknowledge that the permanent building improvements identified in this application have been fully considered and will be met within a +/- 10% variance.
<u>JL</u>	Floor diagram/floor plans will be provided showing the renovations of existing building(s) with the proposed improvements (if applicable).
<u>JL</u>	Detailed property tax scenario projections while showing the work on these calculations with the corresponding excel spreadsheet to help verify the tax projections.
<u>JL</u>	I acknowledge that the property associated with the requested property tax incentive is not located within an active TIF district.
<u>JL</u>	I acknowledge that the project associated with this application will meet and/or exceed the specific City of Des Plaines criteria identified below:

### Additional City of Des Plaines Class 6b Eligibility Criteria

- At least \$10/SF of permanent improvements to the building should be invested into the subject building (this value should be reflected in the subsequent building permit valuation);
- For the reoccupation of vacant building(s), the prospective user should add at least 30 new full-time employees within two years of opening the proposed location;
- Redevelopment projects should be over two acres in size and the new user should create at least 50 new permanent full-time jobs within two years of opening operations; and
- If the 6b is initiated by a building expansion, then the addition of a property should be at least 25% more floor area than the current floor area of the subject building and comply with all applicable codes.

### Additional City of Des Plaines Class 7b Eligibility Criteria

- Minimum dollar amount of permanent improvements to the subject building(s) and property is \$10 million (Cook County's minimum dollar amount for a 7b is \$2 million);
- Minimum number of employees to either retain or attract with a 7b is 150 full-time workers within two years of obtaining a 7b; and
- At least \$10/SF of permanent improvements to the building should be invested into the subject building (this should be reflected in the building permit value).



#### Additional City of Des Plaines Class 7c Eligibility Criteria

- Minimum dollar amount of permanent improvements to the space or building is \$10/SF (this should be reflected in the building permit valuation);
- Subject space or vacant, freestanding building shall be on its own PIN (this is to ensure that entire shopping centers or occupied portions of shopping centers do not benefit from a 7c);
- Minimum size of commercial retail space to consider is 5,000 square feet;
- Retail user must generate an anticipated \$50,000 in new sales tax revenue (this can include food and beverage tax) for the City per year within the first three years of opening; and
- Obtaining the 7c will make the subject space(s) or free-standing building ineligible for Des Plaines' Business Assistance Program.

#### Additional Criteria for All Eligible Renewals

- Physical expansion of the subject building of at least 25% of the existing floor plate **or**
- Additional permanent improvements resulting in \$10/SF be conducted to the building or property within two years of granting an extension (this should be reflected in the building permit value) and
- Adding at least 33% more full-time employees than the staffing level at time of the application renewal (within a two-year period).

#### Maintenance of All Cook County Property Tax Incentives

- At least 67% of the company's anticipated workforce shall be maintained for the life of the property tax incentive and
- If the user is a sales tax generator, then the sales tax generating portion of the subject business shall take place out of the subject property for the life of the incentive.

#### **Waiver from additional Criteria**

If the applicant cannot meet the applicable additional criteria listed above, then the applicant shall apply for a waiver with this subject application. The applicant shall respond to the three following standards for the City Council to consider:

- 1) There are physical constraints to the subject property that prohibit the applicant/subject occupant to reasonably accommodate the additional criteria in the submitted cover letter;
- 2) An alternative effort will be made to improve the subject property, employment opportunities and other community benefit; and
- 3) The additional criteria for employment cannot be accommodated at the time of application, but an update on employment figures shall be provided within six months of completing all permitted construction activities.

**CITY OF DES PLAINES APPLICATION FOR  
COOK COUNTY REAL ESTATE CLASSIFICATION 6A, 6B, 7A, 7B, 7C AND CLASS C**

This original, signed application and all supporting documents must be completed to be considered for City approval. Please attach the application fee to the original submittal. Please type or print.

**APPLICANT INFORMATION:**

NAME OF APPLICANT: 580 S Wolf Rd LLC, or an entity to be named

**APPLICABLE ENTITY:**

Corporation ☐      LLC ☒      Partnership ☐      Non-Profit ☐

DATE OF INCORPORATION: May 12, 2022

STATE OF INCORPORATION: Illinois

PHONE: 847-258-5105 x 215      E-MAIL: jan@highlandertrans.com

ADDRESS: 580 S. Wolf Rd., Des Plaines, Illinois 60016

**NAME OF AGENT/REPRESENTATIVE (if applicable):**

NAME: Zachary Kafitz (Agent)

PHONE: 312-782-8310

E-MAIL: zkafitz@sarnoffbaccash.com

ADDRESS: 2 N. LaSalle St., Suite 1000, Chicago, Illinois 60602

REQUESTED PROPERTY TAX INCENTIVE: 6A ☐ 6B ☒ 7A ☐ 7B ☐ 7C ☐ CLASS C ☐

**DESCRIPTION OF SUBJECT PROPERTY:**

See attached

STREET ADDRESS: 580 S. Wolf Rd., Des Plaines, Illinois 60016

PERMANENT REAL ESTATE INDEX NUMBER(S): 09-18-400-006-0000

ATTACH THE FOLLOWING WITH THE COMPLETED APPLICATION:

☒ EXHIBIT A: DETAILED COVER LETTER WITH COMPLETED COOK COUNTY APPLICATION

☒ EXHIBIT B: LEGAL DESCRIPTION

☒ EXHIBIT C: SITE DIMENSION & SQUARE FOOTAGE/PLAT OF SURVEY

☒ EXHIBIT D: BUILDING DIMENSIONS/SITE PLAN/ELEVATIONS/RENDERINGS

☒ EXHIBIT E: CITY OF DES PLAINES ECONOMIC DISCLOSURE FORM and COOK COUNTY  
ECONOMIC  
DISCLOSURE STATEMENT

☒ EXHIBIT F: COMPLETE LIST OF ALL OWNERS, DEVELOPERS, OCCUPANTS,  
AND OTHER INTERESTED PARTIES (INCLUDING ALL  
BENEFICIAL  
OWNER OF A CORPORATION AND/OR LAND TRUST) IDENTIFIED BY  
NAMES AND ADDRESSES HAVING AN INTEREST IN THE SUBJECT  
PROPERTY AND THE PROPOSED USER AND THE NATURE AND  
EXTENT OF THIS INTEREST

☒ EXHIBIT G: DESCRIPTION OF PRECISE NATURE AND EXTENT OF THE  
INDUSTRIAL USE OF THE SUBJECT PROPERTY. SPECIFY, WHERE  
APPLICABLE, THE AMOUNT/PERCENTAGE OF FLOOR AREA  
DEVOTED TO MANUFACTURING, WAREHOUSE/DISTRIBUTION,  
OTHER INDUSTRIAL, AND NON-INDUSTRIAL USES

☒ EXHIBIT H: ANALYSIS OF TAXES GENERATED BY THE NEW DEVELOPMENT  
WITH AND WITHOUT THE ABATEMENT INCENTIVE AND UNDER A  
SCENARIO OF COMPLETE VACANCY (12 YEAR PROJECTION)

CURRENT ZONING OF PROPERTY: M-2 General Manufacturing

IF ZONING AMENDMENTS, VARIATIONS, OR OTHER ZONING RELIEF WILL BE REQUIRED, SPECIFY  
PROPOSED CHANGES:

None that the Applicant is aware of at this time.

CURRENT EQUALIZED ASSESSED VALUATION (EAV) GENERATED BY THE NEW DEVELOPMENT:

See attached tax analysis

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ESTIMATED AMOUNT OF NEW EQUALIZED ASSESSED VALUATION (EAV) GENERATED BY THE NEW DEVELOPMENT: See attached tax analysis

ESTIMATED NUMBER OF FULL-TIME AND PART-TIME JOBS ON PREMISES AS RESULT OF THE NEW DEVELOPMENT:

FULL-TIME See attached PART-TIME See attached

SIGNATURE:

Jan dja

DATE:

06/14/2022



### ***Identification of Person Having an Interest in the Property***

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

### ***Industrial Use***

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

### ***Nature of Development***

Indicate nature of proposed development by checking the appropriate space:

- ☒ New Construction (**Read and Complete Section A**)
- ☐ Substantial Rehabilitation (**Read and Complete Section A**)  
**Incentive only applied to the market value attributable to the rehabilitation**
- ☐ Occupation of Abandoned Property - No Special Circumstance  
(**Read and Complete Section B**)
- ☐ Occupation of Abandoned Property - With Special Circumstance  
(**Read and Complete Section C**)
- ☐ Occupation of Abandoned Property - (**TEERM Supplemental Application**)  
(**Read and Complete Section C**)
- ☐ Occupation of Abandoned Property - (**CEERM Supplemental Application**)  
(**Read and Complete Section C**)

### **SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)**

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement (*excluding demolition, if any*): ASAP

Estimated date of construction completion: ASAP

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1<sup>st</sup> floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

**SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)**

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

☐ YES      ☐ NO

When and by whom was the subject property last occupied prior to the purchase for value?

\_\_\_\_\_  
\_\_\_\_\_

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation: \_\_\_\_\_  
Date of Purchase: \_\_\_\_\_  
Name of purchaser: \_\_\_\_\_  
Name of seller: \_\_\_\_\_  
Relationship of purchaser to seller: \_\_\_\_\_

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration



**SECTION C (SPECIAL CIRCUMSTANCES)**

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of **abandonment prior to purchase was less than 24 months**, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 3 continuous months and applicant will create or maintain at least 250 jobs for employees at the subject location**, complete section (2) and the **CEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? \_\_\_\_\_

When and by whom was the subject property last occupied prior to the purchase for value?

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Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation: \_\_\_\_\_  
Date of purchase: \_\_\_\_\_  
Name of purchaser: \_\_\_\_\_  
Name of seller: \_\_\_\_\_  
Relationship of purchaser to seller: \_\_\_\_\_

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- ☐ 24 or greater continuous months (*Eligible for Special Circumstance*)
- ☐ 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- ☐ 3 continuous months and maintain/create 250 employee jobs (*Eligible for Special Circumstance under CEERM*) - **Complete CEERM Supplemental Application**
- ☐ **Not Eligible for Special Circumstance if No purchase and less than 12 continuous months vacant, or not a CEERM**

When and by whom was the subject property last occupied prior to the filing of this application?

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Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: \_\_\_\_\_

## TEERM SUPPLEMENTAL APPLICATION

(This form will **ONLY** be utilized for applicants who specifically elect for **TEERM**)

*This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.*

*Under the **TEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

I \_\_\_\_\_ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Agent's Name & Title

\_\_\_\_\_  
Agent's Mailing Address

\_\_\_\_\_  
Agent's Telephone Number

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Applicant's Mailing Address

\_\_\_\_\_  
Applicant's e-mail address

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

## CEERM SUPPLEMENTAL APPLICATION

(This form will **ONLY** be utilized for applicants who specifically elect for CEERM)

*This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) where there has been no purchase for value and the buildings and other structures have been vacant and unused for at least three continuous months and applicant has provided sufficient documentation to establish that such applicant will create or maintain at least 250 jobs for employees at the subject location.*

**The CEERM Program shall be limited to the party who is the initial applicant of the Class 6B Incentive under the CEERM Program and the subject of the municipal Resolution or Ordinance.**

*Under the **CEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving the Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

I \_\_\_\_\_ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **CEERM** program.

Further affiant sayeth not.

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Agent's Name & Title

\_\_\_\_\_  
Agent's Mailing Address

\_\_\_\_\_  
Agent's Telephone Number

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Applicant's Mailing Address

\_\_\_\_\_  
Applicant's e-mail address

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

### **EMPLOYMENT OPPORTUNITIES**

How many construction jobs will be created or maintained as a result of this development? See attached

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: See attached      Part-time: See attached

How many new permanent part-time jobs will be created as a result of this proposed development?

See attached

How many new permanent full-time jobs will be created as a result of this proposed development?

TBD

### **LOCAL APPROVAL**

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (*or the County Board, if the real estate is located in an unincorporated area*) should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

**I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.**

Jan Kye  
Signature

06/14/2022  
Date

JAN ZEJA  
Print Name

Member  
Title

03/05/2021





## INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Jan Leja as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application renewal (circle as appropriate) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended:

X Class 6b           Class 8 (industrial property)           Class 9

3. The Cook County Assessor's Office has issued the following control number regarding this application renewal (circle as appropriate), To be provided.

4. I have reviewed the Code of Ordinances of Cook County, Cook County Living Wage Ordinance, as amended (the "Ordinance"), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (check as appropriate):

X Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

     Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

Jan Leja

Agent's Signature

Jan Leja, Manager

Agent's Name & Title

580 S. Wolf Rd., Des Plaines, Illinois 60016

Agent's Mailing Address

847-258-5105

Agent's Telephone Number

580 S Wolf Rd LLC, or an entity to be named

Applicant's Name

580 S. Wolf Rd., Des Plaines, Illinois 60016

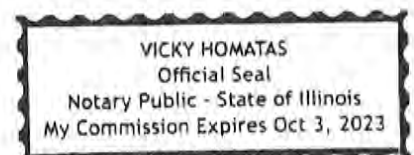
Applicant's Mailing Address

jan@highlandertrans.com

Applicant's e-mail address

Subscribed and sworn before me this 14<sup>th</sup> day of June, 2022

Vicki Homatas  
Signature of Notary Public



1/30/15



## EXHIBIT A

*(Please type or Print)*

**PIN(s)**

**Common Address**

09-18-400-006-0000

580 S. Wolf Rd., Des Plaines, Illinois 60016

## **EXHIBIT B: Legal Description**

The total land area of the subject parcel located at 580 Wolf Rd. in Des Plaines, Illinois (PIN: 09-18-400-006-0000) is approximately 370,260 square feet. The subject property currently contains a number of buildings, garages and a few smaller structures as well as one concrete plant. These existing structures have been underutilized, vacant and in poor condition for years. As a result, 580 S Wolf Rd LLC, or an entity to be named, plans to demolish all of the existing structures on the subject property and construct an approximately 60,000 square foot industrial building.

Below please find the legal description of the subject property.

THAT PART OF THE SOUTHEAST QUARTER, SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF WOLF ROAD (AS NOW LOCATED AND ESTABLISHED), WHICH POINT IS 909 FEET SOUTHEASTERLY, AS MEASURED ALONG THE WESTERLY LINE OF SAID WOLF ROAD FROM ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST QUARTER, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF THE PARCEL OF LAND CONVEYED TO HANNIFIN CORPORATION BY CHICAGO AND NORTHWESTERN RAILROAD COMPANY BY DEED DATED 10-23-51; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF SAID WOLF ROAD (AS NOW LOCATED AND ESTABLISHED) 306.56 FEET TO A POINT THAT IS 50-FOOT DISTANCE NORTHWESTERLY, AS MEASURED RADially FROM THE CENTERLINE OF THE WESTERLY MAIN TRACK OF THE PROVISIO-TECHNEY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, AS SAID MAIN TRACK IS NOW LOCATED AND ESTABLISHED; THENCE SOUTHWESTERLY PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 907.26 FEET TO A POINT ON THE CENTERLINE OF PRAIRIE AVENUE EXTENDED WESTERLY IN THE CITY OF DES PLAINES; THENCE WESTERLY ALONG SAID EXTENDED CENTERLINE OF SAID PRAIRIE AVENUE, 91.30 FEET TO A POINT DISTANCE 8.5 FEET AT RIGHT ANGLES EASTERLY FROM THE CENTERLINE OF THE MOST EASTERLY OF TWO SIDE TRACKS WHICH PARALLEL THE TWO WEST WYE TRACKS OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY; THENCE NORTHERLY PARALLEL WITH THE CENTERLINE OF SAID 'SIDE TRACK, 1066.30 FEET TO A POINT ON THE SOUTHERLY LINE EXTENDED WESTERLY OF LAND CONVEYED TO HANNIFIN CORPORATION BY DEED DATED 10-23-51; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG SAID SOUTHERLY LINE OF LAND SO CONVEYED BY DEED TO HANNIFIN CORPORATION 10-23-51, 435 FEET TO THE POINT OF BEGINNING.

**EXHIBIT C: Site Dimension & Square footage/Plat of Survey**  
**EXHIBIT D: Building Dimensions/Site Plan/Elevations/Renderings**  
**EXHIBIT G: Description of precise nature and extent of the industrial use of the subject property**

580 S Wolf Rd LLC, or an entity to be named, (“Applicant”) plans on purchasing the property located at 580 S. Wolf Rd. in Des Plaines, Illinois (PINs: 09-18-400-006-0000), demolishing the existing structures thereon and constructing an approximately 60,000 square foot building for its related entity, Highlander Transportation, Inc., to occupy the entire site for its use consisting of the warehousing and distribution in connection with freight forwarding.

The subject property currently contains a number of buildings, garages and a few smaller structures as well as one concrete plant located on a roughly 370,260 square foot site. These existing structures have been underutilized, vacant and in poor condition for years. As a result, the Applicant plans to demolish all of the existing structures on the subject property and construct an approximately 60,000 square foot industrial building.

The Applicant plans to invest approximately \$16,000,000 to demolish the existing buildings, construct the new building and rehabilitate the site, which will create approximately 75 to 100 construction jobs. However, please note that the costs of the construction and rehabilitation could significantly vary as they are preliminary and additional reviews of the property as well as additional discussions with contractors must be completed to determine both.

Attached please find a Survey, aerial, Concept Design, a Conceptual Site Plan, Floor Plan, Roof Plan and Exterior Elevations as well as a contractor estimate. Note that the Applicant does not anticipate any zoning amendments, variations and/or other relief relative to the proposed plans for improvement.

Currently, Highlander Transportation, Inc. leases approximately 30,000 square feet in Elk Grove Village as well as a few parking areas for its trucks. Highlander Transportation, Inc.’s business is growing and needs to expand its operation as soon as possible. Therefore, Highlander Transportation, Inc. plans to move its Elk Grove Village operations to the subject property to serve as its headquarters and bring 70 of its 100 current employees (all full-time) to the same. Highlander Transportation, Inc. believes that if it grows as anticipated that it will have approximately 100 to 140 employees at the site in the next 2 to 5 years. Additionally, Highlander Transportation, Inc. will look to hire all qualified City of Des Plaines residents for future hires. We note that Highlander Transportation, Inc. already has a number of City of Des Plaines residents as employees. Also please note that Highlander Transportation, Inc. offers employee health care, paid vacation and sick days.

The City of Des Plaines can also expect that Highlander Transportation, Inc. and its employees will invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. In addition, the City of Des Plaines can expect that Highlander Transportation, Inc. will attract business and various customers to the City in the course of its operations. Highlander Transportation, Inc. currently supports its local community and looks forward to working with the City of Des Plaines to find ways it can continue to do so in the City.

**EXHIBIT E: Cook County Disclosure of Ownership Interest Statement and City of Des  
Plaines Economic Disclosure Statement and Affidavit**

Attached hereto please find a copy of the Cook County Disclosure of Ownership Interest Statement and City of Des Plaines Economic Disclosure Statement and Affidavit.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☐ Original Statement or ☐ Amended Statement

### Identifying Information:

Name 580 S WOLF RD LLC

D/B/A: \_\_\_\_\_

FEIN # Only: 88-2286763

Street Address: 580 S WOLF RD

City: DES PLAINES

State: IL

Zip Code: 60016

Phone No.: 7735375600

Fax Number: 847-258-5103

Email: jan@highlandentrans.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 11817785

### Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☒ Other (describe) LLC



**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
JAN LEJA	1344 N. INDIGO DR. MT. PROSPECT IL 60056	50%
NATALIA BUKOWSKA	1344 N. INDIGO DR. MT. PROSPECT IL 60056	50%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
-----------------------	-------------------	---------------------

NONE

3. Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☒ No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
------	---------	-----------------------------------	--------------

NONE

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
JAN LEJA	1344 N. INDIGO DR, MT. PROSPECT IL 60056		MEMBER
NATALIA BUKOWSKA	1344 N. INDIGO DR, MT. PROSPECT IL 60056		MEMBER

**Declaration (check the applicable box):**

I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.



I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

**1. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX  
NUMBERS)

**OR:**

- b) ☒ The Applicant owns no real estate in Cook County.

**2. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

JAN LEJA

Name of Authorized Applicant/Holder Representative (please print or type)

Jan Leja

Signature

E-mail address

Subscribed to and sworn before me  
this 14<sup>th</sup> day of June, 2022

x Vicky Homatas

Notary Public Signature

Member

Title

06/14/2022

Date

Phone Number

My commission expires: 10/3/2023

Notary Seal

VICKY HOMATAS  
Official Seal  
Notary Public - State of Illinois  
My Commission Expires Oct 3, 2023

**CITY OF DES PLAINES  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

Company Name 580 S WOLF RD LLC

Project Name 580 S Wolf Rd

Project Address 580 S WOLF RD DES PLAINES IL 60016

The City of Des Plaines (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "NA" **An incomplete EDS will be returned and any City action will stop pending receipt of a completed EDS.**

Please **print or type** all responses clearly and legibly. **Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.**

**WHO MUST SUBMIT AN EDS:**

1. **Applicants:** Any individual or entity (the "**Applicant**") making an application to the City for action on economic entitlements requiring City Council approval must file this EDS.

2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by another legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity **must do so until individual owners are disclosed.**

**However,** if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file an EDS on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the criminal background and creditworthiness of some or all of the entities or individuals named in this EDS.

**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any subsequent documentation, or as of the date of the closing of your transaction.

**GENERAL INFORMATION**

Date this EDS is completed: 07/06/2022

A. Who is submitting this EDS? The individual will be the "Undersigned" throughout this EDS. 580 S Wolf Rd LLC / JAN LEJA

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an individual on behalf of an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant.

**NOTE:** When completing this EDS, please observe whether the section you are completing applies only to Applicants.

☒ Check here if the Undersigned is filing this EDS as the Applicant.

☐ Check here if the Undersigned is filing on behalf of an entity holding an interest in an Applicant.

Also, please identify the legal name of the Entity holding an interest in the Applicant:

580 S WOLF RD LLC

B. Business address of the Undersigned: 580 S WOLF RD  
DES PLAINES IL 60016

C. Telephone: 7735375600 Fax: 847-2585103 Email: jana@highlandentrans.com

D. Name of contact person: JAN LEJA

E. Tax identification number: 88-2286763

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

Request for a city of Des Plaines resolution of  
support of BG on property located at 580 S Wolf Rd  
Des Plaines, IL

G. City action requested (specify; professional services, purchase of supplies, project bid, contract for services, other):

see F

H. Describe contract:

Warehousing and distribution

## SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

- |   |   |
|---|---|
| <input type="checkbox"/> Individual           | <input checked="" type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Business corporation | <input type="checkbox"/> Joint venture                        |
| <input type="checkbox"/> Sole proprietorship  | <input type="checkbox"/> Not-for-profit corporation           |
| <input type="checkbox"/> Trust                | (Is the not-for-profit corporation also a 501(c)(3))?         |
|   | <input type="checkbox"/> Yes <input type="checkbox"/> No      |
| <input type="checkbox"/> General partnership  | <input type="checkbox"/> Other entity (please specify)        |
| <input type="checkbox"/> Limited partnership  | _____   |

2. State of incorporation and date of incorporation of organization, if applicable:

ILLINOIS, 2022 MAY

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

☐ Yes ☐ No ☒ N/A **Submit Proof by attachment.**

### B. ORGANIZATION INFORMATION – attach additional pages, if necessary.

1. IF THE UNDERSIGNED IS A CORPORATION:

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name

Title

N/A

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



b. If the Undersigned is a corporation whose shares **are** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business	Address	Percentage Interest
------	----------	---------	---------------------

N/A			
-----	--	--	--

c. For corporations that **are not** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business	Address	Percentage Interest
------	----------	---------	---------------------

N/A			
-----	--	--	--

## 2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business	Address	Percentage Interest
------	----------	---------	---------------------

N/A			
-----	--	--	--

## 3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business	Address	Percentage Interest
------	----------	---------	---------------------

JAN LEJA		172 CARDINAL DR BLOOMINGDALE, IL 60108	50%
----------	--	---	-----

NATALIA BUKOWSKA		306 LAKE GILLILAN WAY ALGONQUIN IL 60102	50%
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b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name	Title
N/A	

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name	Business	Address
N/A		

Trustee Name and Address	Trust Number

b. List below the name, business address and percentage of beneficial interest of each beneficiary of the Trust.

Name	Business	Address	Percentage Interest
N/A			

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity. Describe the entity:

N/A

Name	Business	Address	Percentage Interest
N/A			

## SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

### A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. The Undersigned must indicate whether it had a "doing business" relationship or had a "financial interest" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to the City Code of Ethics, Section 1-9-1 et seq. and specifically Section 1-9-3 and Section 1-9-5 of the Municipal Code of Des Plaines (the "Municipal Code"), "doing business" and "financial interest" are defined as follows:

#### DOING BUSINESS:

Any combination of sales, contracts, or purchases, with the City or any City Agency in an amount in excess of ten thousand dollars (\$10,000.00) in any twelve (12) consecutive months.

#### FINANCIAL INTEREST:

A. Any interest as a result of which the owner currently receives or is entitled to receive in the future more than two thousand five hundred dollars (\$2,500.00) per year; or

B. Any interest with a cost or present value of five thousand dollars (\$5,000.00) or more; or

C. Any interest representing more than ten percent (10%) of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust or any legal entity organized for profit; provided, however, financial interest shall not include:

1. Any publicly held stock traded on a recognized exchange;
2. The authorized compensation paid to an official or employee for his office or employment;
3. Any economic benefit provided equally to all residents of the city;
4. A time or demand deposit in a financial institution;

5. An endowment or insurance policy or annuity contract purchased from an insurance company.

## B. CERTIFICATION

1. Has the Undersigned had a "doing business" relationship or "financial interest" with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes ☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s). Attach additional sheet if necessary:

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## SECTION THREE: DISCLOSURE OF RETAINED PARTIES

### A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. The Undersigned, must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. For this section 3, the Undersigned is not required to disclose employees who are paid solely through the Applicant's regular payroll.

"Lobbyist" means any person (i) who undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action. **For the purposes of this section only, a person may be a Lobbyist, within the meaning of the above definition, even if he or she is not registered with the State of Illinois as a Lobbyist.**

2. If the Undersigned is uncertain whether a disclosure is required under this Section 3, the Undersigned must attach to this EDS a letter specifying the question on disclosure or make the disclosure.

### B. DISCLOSURE – attach additional pages, if necessary.

1. Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name	Business Address	Relationship to Undersigned (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
Sannoff & Baccash	211 LaSalle St Suite 1000 Chicago, IL 60602	Attorney	400 per hour

2. Indicate for each whether retained or anticipated to be retained.

Name	Status
N/A	

☐ CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

3. Has any owner, officer, manager, or employee of Applicant ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years? Check one: No ☒. Yes \_\_\_\_\_. If yes, complete section below or attach additional sheet(s) identifying person, charge, date of finding, Court name and branch and case docket number.

Name	Relationship with company	Date of plea or court action
------	---------------------------	---------------------------------

Court in which plea made	County, and State or District
--------------------------	-------------------------------

Nature of offense:

4. State whether any person or company identified in response to section 3 B. 1 above has ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years. Check one: No ☒. Yes \_\_\_\_\_. If yes complete section below or attach additional sheet(s) identifying person, charge, dated of finding, Court name and branch and case docket number.

Name	Relationship with company	Date of plea or court action
------	---------------------------	---------------------------------

Court in which plea made

County, State, or District

Nature of offense:

## SECTION FOUR: CERTIFICATIONS

### A. CERTIFICATION OF COMPLIANCE

For purposes of the certifications in 1, 2, and 3 below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

1. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, **or the Internal Revenue Service** nor is the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

N/A

If the letters "NA," meaning "not applicable" or the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned is not delinquent and has certified to the above statements.

2. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned had no violations and certified to the above statements.



3. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

4. The Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, 1, (1-3) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph A (3) and (4) above, provide an explanation:

\_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

## **B. FURTHER CERTIFICATIONS**

1. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. Have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (1)(b) of this section;
- d. Have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. Have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any

criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

- f. Have not, within a five-year period preceding the date of this EDS, filed for, or acquiesced in the filing of, (i) any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or (ii) any dissolution, liquidation or foreclosure.

2. The certifications concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- A. Bribe or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- B. Agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint

of freedom of competition by agreement to bid a fixed price or otherwise;  
or

- C. Made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or

3. The Undersigned understands and shall comply with State Statutes and the City Code of Ethics, Section 1-9-1 et seq. of the Des Plaines Municipal Code.

4. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

\_\_\_\_\_  
N/A  
\_\_\_\_\_

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

### C. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Section 1-9-1 et seq. of the Municipal Code have the same meanings when used in this Part III.

1. In accordance with Section 1-9-3 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?

☐ Yes ☒ No

**NOTE: If you answered "No" to Item C(1), you are not required to answer Items C(2) or (3) below. Instead, review the certification in Item C(4) and then proceed to Section Five. If you answered "Yes" to Item C(1), you must first respond to Item C(2) and provide the information requested in Item C(3). After responding to those items, review the certification in Item C(4) and proceed to Section Five.**

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name

of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?

☐ Yes ☐ No

3. If you answered "yes" to Item C(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
N/A		

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

#### SECTION FIVE: DISCLOSURE OF A FAMILIAL RELATIONSHIP

A. The Undersigned must disclose whether such Applicant or any Applicable Party (as defined below) or any spouse or domestic partner thereof currently has a "familial relationship" with any elected City official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Undersigned or any Applicable Party or any spouse or domestic partner thereof is related to the mayor, any councilman, or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means any (1) officer, member, manager, partner or executive director, of a legal entity or any person exercising similar authority, or (2) any person having more than a 7.5 percent ownership interest in the Applicant as listed in Section I.B,

B. Does the Undersigned or any "Applicable Party" or any spouse or domestic partner thereof currently have a "familial relationship" with an elected City official or department head?

☐ Yes

☒ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

N/A

## SECTION SIX: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

### The Undersigned understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based including, but not limited to, compliance with the City Code of Ethics.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. **By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS, and conduct any background investigation which may be necessary as a result of this EDS.**

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks economic entitlements requiring City Council approval.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter and recertify the supplemental matters.

### CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Applicant, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

580 S Wolf Rd L L 6  
(Print name of individual or legal entity submitting this EDS)

Date: 07/07/22

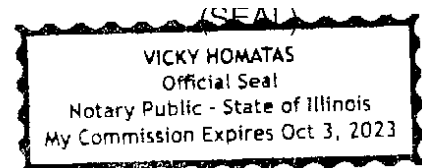
By: JAN LEJA  
(Sign here)

Jan Leja  
Print name of signer

Member  
Title of signer

SUBSCRIBED and SWORN to before  
me this 7th, day of July, 2022

Vicki Homatas  
NOTARY PUBLIC



## SUPPLEMENTARY RE-CERTIFICATION PAGE

**DO NOT SUBMIT THIS PAGE WITH YOUR EDS.** The purpose of this page is for you to recertify your EDS prior to submission to City Council if supplementary information is filed by you. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)

### SUPPLEMENTARY RE-CERTIFICATION

This re-certification is being submitted in connection with \_\_\_\_\_ [identify the Project Name and Address].

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its foregoing acknowledgments after submission of supplementary materials.

\_\_\_\_\_  
(Print or type name of individual or legal entity submitting this recertification) Date: \_\_\_\_\_

By:

\_\_\_\_\_  
(Sign here)

Print or type name of signatory:

\_\_\_\_\_  
Title of signatory:

\_\_\_\_\_  
**Entity this EDS is re-certified for:** Project name and address: \_\_\_\_\_

SUBSCRIBED and SWORN to before  
me this \_\_\_\_\_, day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)



**EXHIBIT F: List of all owners, developers, occupants, and other interested parties**

Ownership: 580 S Wolf Rd LLC, or an entity to be named, (“Applicant”) plans on purchasing the property located at 580 S. Wolf Rd. in Des Plaines, Illinois (PINs: 09-18-400-006-0000). Attached please find the Articles of Organization for the Applicant. In addition, please find the Applicant’s Cook County Disclosure of Ownership Interest Statement listing the interests in Exhibit E.

Form <b>LLC-5.5</b>	<b>Illinois Limited Liability Company Act Articles of Organization</b>	<b>FILE # 11817785</b>
<b>Secretary of State Jesse White</b> Department of Business Services Limited Liability Division www.ilsos.gov	<b>Filing Fee: \$150</b>  <b>Approved By: <u>MAG</u></b>	<b>FILED</b> <b>MAY 12 2022</b> <b>Jesse White</b> <b>Secretary of State</b>

1. Limited Liability Company Name: 580 S WOLF RD LLC
2. Address of Principal Place of Business where records of the company will be kept:  
580 S WOLF RD  
DES PLAINES, IL 60016
3. The Limited Liability Company has one or more members on the filing date.
4. Registered Agent's Name and Registered Office Address:  
NATALIA BUKOWSKA  
580 S WOLF RD  
DES PLAINES, IL 60016-3139
5. Purpose for which the Limited Liability Company is organized:  
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."
6. The LLC is to have perpetual existence.
7. Name and business addresses of all the managers and any member having the authority of manager:  
BUKOWSKA, NATALIA  
580 S WOLF RD  
DES PLAINES, IL 60016  
  
LEJA, JAN  
580 S WOLF RD  
DES PLAINES, IL 60016
8. **Name and Address of Organizer**  
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: MAY 12, 2022

NATALIA BUKOWSKA  
580 S WOLF RD  
DES PLAINES, IL 60016

**EXHIBIT H: Analysis of taxes generated by the new development with and without the abatement incentive and under a scenario of complete vacancy**

580 S Wolf Rd LLC, or an entity to be named, (“Applicant”) plans on purchasing the property located at 580 S. Wolf Rd. in Des Plaines, Illinois (PINs: 09-18-400-006-0000), demolishing the existing structures thereon and constructing an approximately 60,000 square foot building for its related entity, Highlander Transportation, Inc., to occupy the entire site for its use consisting of the warehousing and distribution in connection with freight forwarding.

The subject property currently contains a number of buildings, garages and a few smaller structures as well as one concrete plant located on a roughly 370,260 square foot site. These existing structures have been underutilized, vacant and in poor condition for years. As a result, the Applicant plans to demolish all of the existing structures on the subject property and construct an approximately 60,000 square foot industrial building.

The Applicant plans to invest approximately \$16,000,000 to demolish the existing buildings, construct the new building and rehabilitate the site, which will create approximately 75 to 100 construction jobs. However, please note that the costs of the construction and rehabilitation could significantly vary as they are preliminary and additional reviews of the property as well as additional discussions with contractors must be completed to determine both.

Attached please find a Survey, aerial, Concept Design, a Conceptual Site Plan, Floor Plan, Roof Plan and Exterior Elevations as well as a contractor estimate. Note that the Applicant does not anticipate any zoning amendments, variations and/or other relief relative to the proposed plans for improvement.

We have attached a breakdown showing what the taxes would be with a Class 6b Incentive as well as the comparably lower taxes on this property if it remains vacant and without any improvements. By looking at this breakdown, one can see that the overall taxes for this property with a Class 6b Incentive along with the investment to be put in will provide greater real estate taxes for this property than it would if it remained vacant.

Additionally, because of the comparatively high taxes in Cook County it is likely the property will continue to remain vacant for a long time if the Applicant is unable to obtain a Class 6b Incentive. Without a Class 6b Incentive, the Applicant will not purchase the subject property, complete the new construction and rehabilitation and Highlander Transportation, Inc. will not expand its operations into the same. In addition, the Applicant will then look for another location where the property taxes are lower either outside of Cook County or in Cook County where it can secure a Class 6b Incentive. As a result, the subject property would most likely continue to sit vacant and on vacancy relief with the Cook County Assessor’s Office.

Currently, Highlander Transportation, Inc. leases approximately 30,000 square feet in Elk Grove Village as well as a few parking areas for its trucks. Highlander Transportation, Inc.'s business is growing and needs to expand its operation as soon as possible. Therefore, Highlander Transportation, Inc. plans to move its Elk Grove Village operations to the subject property to serve as its headquarters and bring 70 of its 100 current employees (all full-time) to the same. Highlander Transportation, Inc. believes that if it grows as anticipated that it will have approximately 100 to 140 employees at the site in the next 2 to 5 years. Additionally, Highlander Transportation, Inc. will look to hire all qualified City of Des Plaines residents for future hires. We note that Highlander Transportation, Inc. already has a number of City of Des Plaines residents as employees. Also please note that Highlander Transportation, Inc. offers employee health care, paid vacation and sick days.

The City of Des Plaines can also expect that Highlander Transportation, Inc. and its employees will invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. In addition, the City of Des Plaines can expect that Highlander Transportation, Inc. will attract business and various customers to the City in the course of its operations. Highlander Transportation, Inc. currently supports its local community and looks forward to working with the City of Des Plaines to find ways it can continue to do so in the City.

As the above indicates, there are various benefits the City of Des Plaines will receive should the Applicant be granted the Class 6b Incentive. The Applicant is excited to move forward with the purchase, construction, rehabilitation and occupation of the subject property. Additionally, Highlander Transportation, Inc. is excited to expand its operations at the subject property in the City of Des Plaines and be a strong community member for many years to come. However, the above is all contingent on the Applicant receiving a Class 6b Incentive.

**CITY OF DES PLAINES**

**RESOLUTION R - 140 - 22**

**A RESOLUTION SUPPORTING AND CONSENTING TO  
APPROVAL OF CLASS 6b CLASSIFICATION FOR THE  
PROPERTY AT 580 S Wolf Rd.**

**WHEREAS**, 580 S Wolf Rd, LLC ("*Applicant*") is the prospective purchaser of that certain 8.5-acre property commonly known as 580 S. Wolf Road in the City and legally described in **Exhibit A** attached to, and by this reference made a part of, this Resolution ("*Subject Property*"); and

**WHEREAS**, the Subject Property is currently vacant and unimproved; and

**WHEREAS**, the Applicant intends to construct a new 63,000-square-foot distribution facility on the Subject Property ("*Proposed Improvements*") and plans for the facility to serve as the headquarters for Highlander Transportation ("*Proposed Use*"); and

**WHEREAS**, the Applicant estimates that the Proposed Improvements will cost approximately \$16,000,000 and will constitute new construction on the Subject Property; and

**WHEREAS**, the Applicant plans to move 70 current full-time positions to the facility and estimates the Proposed Use will generate at least 100 to 140 new full-time positions within the next five years; and

**WHEREAS**, pursuant to Section 74-62(b) of the Cook County Real Property Assessment Classification Ordinance ("*County Classification Ordinance*"), the Applicant intends to file with the Office of the Assessor of Cook County an application for Class 6b classification of the Subject Property under the eligibility criteria of "new construction"; and

**WHEREAS**, the Class 6b classification temporarily reduces the property tax assessment of qualifying properties in order to promote industrial projects which would not be economically feasible without assistance; and

**WHEREAS**, the Applicant would be unable to justify the investments necessary to complete the Proposed Improvements and cause the Subject Property to be constructed for the Proposed Use but for the classification of the Subject Property as Class 6b under the Classification Ordinance; and

**WHEREAS**, in order to qualify for the 6b Classification, the Applicant must receive the consent of the City in the form of a resolution from the City Council; and

**WHEREAS**, as part of the Class 6b application filed with the City for the Subject Property, the Applicant filed a Cook County compliant Economic Disclosure Statement with the City; and

**WHEREAS**, the City Council hereby finds that it is in the best interest of the City and

the public to provide its consent and approval to the Applicant's request for a Class 6b classification for the Subject Property and to support Cook County's exercise of its home rule authority to grant the Class 6b classification.

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

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

**SECTION 2: DETERMINATION OF ELIGIBILITY AND APPROPRIATENESS.** The City Council hereby finds and determines that: (a) the Subject Property is appropriate for the Class 6b classification pursuant to the Classification Ordinance; (b) Class 6b classification of the Subject Property is necessary for the new construction and occupation of the Subject Property; and (c) the new construction of the Proposed Improvements on the Subject Property constitutes an extraordinary and special circumstance warranting the grant of the Class 6b classification.

**SECTION 3: SUPPORT AND CONSENT TO CLASS 6b CLASSIFICATION.** Pursuant to the County Classification Ordinance, the City Council hereby approves, consents to, and supports the classification of the Subject Property as Class 6b property, subject to the conditions set forth in Section 4 of this Resolution.

**SECTION 4: CONDITIONS OF CITY'S CONSENT; REVOCATION.** The consent granted in Section 3 of this Resolution is expressly conditioned upon the occurrence and/or satisfaction by the Applicant of the following conditions:

- A. The Applicant will complete construction of the Proposed Improvements no later than December 31, 2024; and
- B. The Applicant has evidenced a commitment to construct the Proposed Improvements in the amount of no less than \$16,000,000

The Applicant agrees and acknowledges that the conditions set forth in this Section 4 have not been satisfied, the City Council shall have the option, in its sole and exclusive discretion, to revoke the consent granted in Section 3 by resolution duly adopted in accordance with the procedures set forth in Section 74-73 of the Cook County Code of Ordinances. In the event that the City Council revokes its consent, the City Clerk is directed to promptly deliver notice of such revocation to the Board of Commissioners of Cook County and the Office of the Cook County Assessor along with certified copies of the revoking resolution.

**SECTION 5: DELIVERY.** The City Clerk is hereby directed to transmit a certified copy of this Resolution to the Applicant. The Applicant shall be responsible for presenting such certified copy to the Board of Commissioners of Cook County and filing such certified copy with the Office of the Cook County Assessor.

**SECTION 6: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law and the satisfaction of the conditions set forth in Section 4 above.

**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 Supporting Class 6b Classification for 580 S Wolf Rd



**EXHIBIT A**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

THAT PART OF THE SOUTHEAST QUARTER, SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF WOLF ROAD (AS NOW LOCATED AND ESTABLISHED), WHICH POINT IS 909 FEET SOUTHEASTERLY, AS MEASURED ALONG THE WESTERLY LINE OF SAID WOLF ROAD FROM ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTHEAST QUARTER, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF THE PARCEL OF LAND CONVEYED TO HANNIFIN CORPORATION BY CHICAGO AND NORTHWESTERN RAILROAD COMPANY BY DEED DATED 10-23-51; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF SAID WOLF ROAD (AS NOW LOCATED AND ESTABLISHED) 306.56 FEET TO A POINT THAT IS 50-FOOT DISTANCE NORTHWESTERLY, AS MEASURED RADIALY FROM THE CENTERLINE OF THE WESTERLY MAIN TRACK OF THE PROVISO-TECHNEY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, AS SAID MAIN TRACK IS NOW LOCATED AND ESTABLISHED; THENCE SOUTHWESTERLY PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 907.26 FEET TO A POINT ON THE CENTERLINE OF PRAIRIE AVENUE EXTENDED WESTERLY IN THE CITY OF DES PLAINES; THENCE WESTERLY ALONG SAID EXTENDED CENTERLINE OF SAID PRAIRIE AVENUE, 91.30 FEET TO A POINT DISTANCE 8.5 FEET AT RIGHT ANGLES EASTERLY FROM THE CENTERLINE OF THE MOST EASTERLY OF TWO SIDE TRACKS WHICH PARALLEL THE TWO WEST WYE TRACKS OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY; THENCE NORTHERLY PARALLEL WITH THE CENTERLINE OF SAID 'SIDE TRACK, 1066.30 FEET TO A POINT ON THE SOUTHERLY LINE EXTENDED WESTERLY OF LAND CONVEYED TO HANNIFIN CORPORATION BY DEED DATED 10-23-51; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND ALONG SAID SOUTHERLY LINE OF LAND SO CONVEYED BY DEED TO HANNIFIN CORPORATION 10-23-51, 435 FEET TO THE POINT OF BEGINNING.

Commonly known as 580 S Wolf Rd, Des Plaines, Illinois 60018

PIN: 09-18-400-006-0000



**Office of the General Counsel**  
1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5300  
desplaines.org

## MEMORANDUM

Date: August 3, 2022

To: Mayor Goczkowski and City Council  
Michael G. Bartholomew, City Manager

From: Peter Friedman, City Attorney

Subject: Submission of a Referendum Question Regarding the Elimination of Term Limits

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At your direction, we have prepared the attached resolution authorizing the submission of a public question asking whether term limits for all elected officials should be eliminated.

If the resolution is adopted, the resolution will be forwarded to the appropriate election authorities, and the referendum question will be placed on the November 8, 2022 election ballot, or at the next available election permitted by election law.

If a majority of voters vote “YES” on the question, then the City will have the authority to amend the City Code to eliminate term limits for all elected officials. If the majority of voters vote “NO” on the question, then the existing term limits will remain in place.

Attachment: Resolution R-147-22

**CITY OF DES PLAINES**

**RESOLUTION R - 147 - 22**

**A RESOLUTION INITIATING THE SUBMISSION  
OF A PUBLIC QUESTION TO ELIMINATE  
TERM LIMITS FOR ELECTED MUNICIPAL OFFICIALS**

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

**WHEREAS**, pursuant to Article VII, Section 6(f) of the Illinois Constitution, the City has the home rule authority to provide for its officers, their manner of selection and terms of office as provided by referendum or as otherwise authorized by law; and

**WHEREAS**, pursuant to Article VII, Section 6(f) of the Illinois Constitution, the City Council desires to place on the November 8, 2022 ballot a public question to be considered by the voters in the City as to whether terms limits for Des Plaines elected officials should be eliminated;

**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: PUBLIC QUESTION ON THE ELIMINATION OF TERM LIMITS.**  
A public question shall be submitted to the voters of the City of Des Plaines, County of Cook, State of Illinois, at the November 8, 2022 election (or at the next available election permitted by the general election law), as follows:

Shall the City of Des Plaines eliminate term limits for each elected official in the City?	YES _____	NO _____
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**SECTION 3: FILING.** The City Clerk is hereby authorized and directed to certify and file this Resolution and other related matters with the appropriate election officials in accordance with applicable law.

**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 \_\_\_\_

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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**