



## CITY COUNCIL AGENDA

Monday, February 5, 2024

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

Room 102

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### CALL TO ORDER

### CLOSED SESSION

PROBABLE OR IMMINENT LITIGATION  
PERSONNEL  
SALE OF PROPERTY  
PURCHASE OR LEASE OF PROPERTY  
ONGOING OR PENDING LITIGATION  
COLLECTIVE BARGAINING

### REGULAR SESSION

ROLL CALL  
PRAYER  
PLEDGE OF ALLEGIANCE

### PROCLAMATION

BLACK HISTORY MONTH

### PUBLIC COMMENT

(matters not on the agenda)

### ALDERMEN ANNOUNCEMENTS/COMMENTS

### MAYORAL ANNOUNCEMENTS/COMMENTS

### CITY CLERK ANNOUNCEMENTS/COMMENTS

### MANAGER'S REPORT

### CITY ATTORNEY/GENERAL COUNSEL REPORT

**CONSENT AGENDA**

1. Approve New Ownership for an Existing Class E Liquor License (Restaurant & Dining Room – On-Site Consumption Only) for Hobart 333, LLC d/b/a Nomads Mongolian & Korean BBQ, 1277 Elmhurst Road
2. **RESOLUTION R-27-24:** Approving a Not-to-Exceed Amount of \$35,000 for the Care and Boarding of Stray Animals by Northwest Animal Hospital.
3. **RESOLUTION R-28-24:** Approving the Purchase of Two PA-1420 Firewalls and a Required Five-Year Subscription from CDW Governments LLC in a Not-to-Exceed Amount of \$139,888.74
4. **RESOLUTION R-29-24:** Approving the 2024 Request for MFT Expenditures and Adoption of the Illinois Department of Transportation (IDOT) Resolution for Improvement Under the Illinois Highway Code
5. **RESOLUTION R-30-24:** Approving Task Order No. 6 with SpaceCo, Inc., 9575 W. Higgins Rd, Rosemont, IL for 2024 Construction Engineering Services in the Not-to-Exceed Amount of \$157,500. Source Funding – Capital Projects Fund.
6. **RESOLUTION R-31-24:** Approving Task Order No. 7 with AECOM Technical Services, Inc., 303 E Wacker Drive, Chicago, IL for 2024 Resident and Construction Engineering Services in the Not-to-Exceed Amount of \$193,194.94. Source Funding – Capital Projects Fund.
7. **RESOLUTION R-33-24:** Approving Task Order No. 4 with Dahme Mechanical Industries, Inc., 610 S Arthur Avenue, Arlington Heights, IL for Repairs at the Howard Avenue Water Tank in the Amount of \$28,488. Source Funding – Water Fund.
8. **RESOLUTION R-34-24:** Approving the Purchase of a John Deere 644 P 4WD End Loader through Sourcewell Contract #032119-JDC, from West Side Tractor Sales Company, 1400 West Ogden Avenue, Naperville, IL 60563, in the Amount of \$433,589.69. Budgeted Funds - Water/Sewer Equipment Replacement Fund
9. **RESOLUTION R-35-24:** Approving Task Order No. 4 with Berger Excavating Contractors, 1205 N. Garland Road, Wauconda, IL for Water System Repairs in the Amount of \$250,000. Budgeted Funds - Water Fund.
10. **RESOLUTION R-36-24:** Approving an Intergovernmental Agreement with Oakton College for the Use of their Grounds on June 30 and October 19, 2024 for City Hosted Events
11. **RESOLUTION R-37-24:** Approving the Purchase of a Talbert Low Boy Trailer and MAC Waste Trailer through Sourcewell Pricing, from ILOCA Services, Inc., Aurora, Illinois in the Amount of \$154,168.21. Budgeted Funds – Water/Sewer Equipment Replacement.
12. Approve New Ownership for an Existing Class A Liquor License (Tavern – Seats 250 or Less – On-Site Consumption Only) for AHTRST Concessions, LLC d/b/a Chicago O’Hare Fairfield Inn, 2350 Mannheim Road
13. Minutes/Regular Meeting - January 16, 2024
14. Minutes/Closed Session - January 16, 2024

**UNFINISHED BUSINESS**

1. **SECOND READING – ORDINANCE M-1-24:** Consideration of Amendments to the Des Plaines City Code Section 7-10-6 Regarding Violation Fines
2. **RESOLUTION R-12-24:** Approving a Professional Services Agreement with Ryan, LLC for Consulting Services Related to TIF District and Redevelopment for 2024 in an Amount Not-to-Exceed \$30,000. (*Continued from the January 16, 2024 City Council Meeting*)

**NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Dick Sayad, Chair
  - a. Warrant Register in the Amount of \$4,738,880.45 – **RESOLUTION R-38-24**
2. **COMMUNITY DEVELOPMENT** – Alderman Colt Moylan, Chair
  - a. Consideration of Approving a Business Assistance Program (BAP) GROWTH Grant Award to Que Bola Cuban Café, 1940 E Touhy Avenue in an Amount Not-to-Exceed \$35,000 - **RESOLUTION R-39-24**

**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.**



MEMORANDUM

Date: January 18, 2024  
To: Aldermen  
From: Andrew Goczkowski, Mayor *AG..*  
Cc: Michael G. Bartholomew, City Manager  
Subject: Proclamation

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At the beginning of the February 5, 2024 City Council Meeting, we will be issuing a Proclamation declaring the month of February as Black History Month.

**OFFICE OF THE MAYOR**

**CITY OF**

**DES PLAINES, ILLINOIS**

**WHEREAS,** *in February each year, we celebrate Black History Month, a time designated to honor the many achievements and contributions made by African Americans to our economic, cultural, and social development; and*

**WHEREAS,** *we recognize those who helped build our nation, who took a stance against prejudice to build lives of dignity and opportunity, and strengthened families and communities; and*

**WHEREAS,** *Black History Month echoes the call for equality to future generations and is essential to the formation of a more perfect union; and*

**WHEREAS,** *the City of Des Plaines embraces the advancement of racial justice and equality as we continue our efforts to create a more peaceful world that allows equitable opportunities and outcomes for all and strives to build a better future.*

*Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim February as*

**BLACK HISTORY MONTH**

*Dated this 5<sup>th</sup> day of February 2024.*

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*Andrew Goczowski, Mayor*



**OFFICE OF THE MAYOR**

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

**MEMORANDUM**

Date: January 23, 2024  
To: Honorable Aldermen  
From: Andrew Goczkowski, Local Liquor Commissioner  
Cc: Vickie Baumann, Permit Technician, Registration & License Division  
Subject: Liquor License Request for a New Ownership for an Existing Liquor License

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

New Business: Hobart 333 LLC dba Nomads Mongolian & Korean BBQ  
Address: 1277 Elmhurst Rd  
Class: Class E – Restaurant and Dining Room (on-site consumption only)  
Request: No new increase  
Previous Business: Bowl & BBQ Restaurant

The complete application packet is on file in the Community and Economic Development Department. The required posting was completed January 19, 2024, and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting scheduled for Monday, February 5, 2024.

A handwritten signature in blue ink, appearing to read 'Andrew Goczkowski'.

Andrew Goczkowski  
Mayor  
Local Liquor Commissioner

**Attachment:** Application Packet



LOCAL LIQUOR COMMISSIONER

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

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: HOBART 333 LLC / NOMADS MONGOLIAN & KOREAN BBQ (DBA)

Address: 1277 Elmhurst Rd, Des Plaines, IL Zip: 60018

Mailing Address: 1277 Elmhurst Rd Dept:

City: Des Plaines St: IL Zip: 60018

Email: nansalmaa.munxh@gmail.com Phone#: 949-272-6132

Day/Hours of Operations: Monday: 9:00AM-8:00PM Tuesday: 9:00AM-8:00PM Wednesday: CLOSED

Thursday: 9:00AM-12:00AM Friday: 9:00AM-12:00AM Saturday: 9:00AM-12:00AM Sunday: 9AM-8:00PM

CLASSIFICATION

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

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

Title: Member 1 % of Stock: 33.34

Name: Enkhtaivan Oh Chang Hun

Title: Member 2 % of Stock: 33.33

Name: Uuganbaatar Selenge Member 3 / Erbold Amarbayasgalan / 33.33%

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

**ADDITIONAL INFORMATION**

Does the applicant own the property or premises of the business?  NO  YES

If NO, please provide name/address of the property owner and expiration date of the executed lease:

Steven Mokhtarian / 401 E. Prospect Ave # 103, Mount Prospect, IL 60056, (847) 483-0100 office

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

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

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

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

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

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

**AFFIDAVIT**

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

EO INITIALS

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

EO INITIALS

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

EO INITIALS



Signature of Owner

ENKHTAIVAN OH CHANG MUN

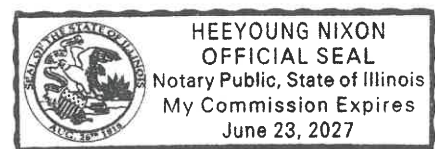
Print Name

SUBSCRIBED and SWORN to before me this

1 day of 12, 2023.



NOTARY PUBLIC (STAMP SEAL BELOW)





Form <b>LLC-5.5</b>	<b>Illinois Limited Liability Company Act Articles of Organization</b>	<b>FILE # 13986169</b>
Secretary of State <b>Alexi Giannoulas</b> Department of Business Services Limited Liability Division www.ilsos.gov	Filing Fee: <b>\$150</b>  Approved By: <b>KAM</b>	<b>FILED NOV 13 2023 Alexi Giannoulas Secretary of State</b>

1. Limited Liability Company Name: HOBART 333 LLC

2. Address of Principal Place of Business where records of the company will be kept:  
1277 ELMHURST RD  
DES PLAINES, IL 60018

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

NANSALMAA MUNKH  
304 LE PARC CIR  
BUFFALO GROVE, IL 60089-6908

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:

OH CHANG HUN, ENKHTAIVAN  
1177 WILLIAMSBURY DR  
CRYSTAL LAKE, IL 60012

SELENGE, UUGANBAATAR  
304 LE PARC CIRCLE  
BUFFALO GROVE, IL 60089

AMARBAYASGALAN, ERBOLD  
4242 N. BLOOMINGTON AVE, APT 103  
ARLINGTON HEIGHTS, IL 60004

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: NOVEMBER 13, 2023      ENKHTAIVAN OH CHANG HUN  
1177 WILLIAMSBURY DR  
CRYSTAL LAKE, IL 60012

Form **LLC-1.20**

**Illinois**  
**Limited Liability Company Act**  
Application to Adopt an Assumed Name

FILE # 13986169

Secretary of State Alexi Giannoulias  
Department of Business Services  
Limited Liability Division  
Room 351 Howlett Building  
501 S. Second St.  
Springfield, IL 62756  
www.ilsos.gov

Filing Fee: 60.00  
Approved: MJM

FILED  
Nov 21, 2023  
Alexi Giannoulias  
Secretary of State

1. Limited Liability Company Name: HOBART 333 LLC

2. State under the laws of which the company is organized: IL

3. The Limited Liability Company intends to adopt and transact business under the assumed name of:  
NOMADS MONGOLIAN & KOREAN BBQ

The right to use the assumed name shall be effective from the date this application is filed by the Secretary of State until 11/01/2025, the first day of the company's anniversary month in the next year, which is evenly divisible by five.

4. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this Application to Adopt, Change, Cancel or Renew an Assumed Name is to the best of my knowledge and belief, true, correct and complete.

Dated Nov 21, 2023  
Month & Day Year

OH CHANG HUN, ENKHTAIVAN

Name

MANAGER

Title

If applicant is a company or other entity, state name of company.

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

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT State of Illinois - Department of Revenue OFFICIAL DOCUMENT

**Illinois Business Authorization**

**HOBART 333 LLC**

**DBA: NOMADS MONGOLIAN & KOREAN BBQ**

**1277 ELMHURST RD**  
**DES PLAINES IL 60018-5524**

Loc. Code: 016-0044-3-001

**Mount Prospect**  
**Cook County**

**Certificate of Registration**

Expiration Date: **12/1/2024** Sales and use taxes and fees (4509-9383)

ILLINOIS REVENUE  
*[Signature]*  
Director

OFFICIAL DOCUMENT Issued Date: **12/01/2023**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/21/2023

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

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

<b>PRODUCER</b> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (855) 222-5919      FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: Next Insurance US Company      16285 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** 432763737      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	NXTRDDFP7-00-GL	12/01/2023	12/01/2024	EACH OCCURRENCE \$1,000,000.00
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$1,000,000.00 PRODUCTS - COMPIOP AGG \$1,000,000.00 \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> CLAIMS-MADE DED      RETENTION \$					EACH OCCURRENCE \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability Coverage Or Dram Shop Coverage	X	NXTRDDFP7-00-GL	12/01/2023	12/01/2024	Each Occurrence: \$78,000.00 Aggregate: \$1,000,000.00

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The Certificate Holder is Hobart 333 LLC. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.


<b>CERTIFICATE HOLDER</b> Hobart 333 LLC 1277 Elmhurst Rd Des Plaines, IL 60018	<b>LIVE CERTIFICATE</b>  Click or scan to view	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**POLICE DEPARTMENT**

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

**MEMORANDUM**

Date: January 5, 2024  
To: Michael G. Bartholomew, City Manager  
From: Sean P. Flanagan, Deputy Chief of Police   
Subject: Northwest Animal Hospital

**Issue:** The Des Plaines Police Department has used Northwest Animal Hospital since the 1990s to board and care for stray cats and dogs. Historically the City's yearly costs have varied from \$6,500.00 to \$11,000.00. In 2022, our cost increased dramatically to almost \$19,000.00 and again in 2023 to almost \$28,000.00

**Analysis:** Northwest Animal Hospital allows Des Plaines Police 24/7 access to drop off stray animals. The Animal Hospital then provides veterinary care, boarding, and feeding of the animal until the owner can be located. During this time the Animal Hospital is also required by law to put an identifying chip into the animal. On the occasions where no owner can be located and the animal is destroyed or put out for adoption, the costs of this care are paid by the city. Northwest Animal Hospital is the only facility within Des Plaines capable of performing this service. They had a change of ownership in 2022 and subsequently raised their prices. This coupled with changes in laws that require more care, a higher volume of stray animals, a lower percentage of owners claiming their animals, and longer waits to find new homes for them have led to price increases.

**Recommendation:** I recommend that the City Council approve expenditures not to exceed \$35,000.00 to Northwest Animal Hospital of 2024 S. River Rd, Des Plaines Illinois, for the care and boarding of stray animals

**Attachments:**

Attachment 1 – Northwest Animal Hospital 2024 Pricing  
Resolution R-27-24

Northwest Animal Hospital

2024 S River Road

Des Plaines, IL 60018

Des Plaines Police Department

1418 Miner Street

Des Plaines, IL 60016

To Whom It May Concern:

Below are the prices for 2023 and 2024, impounds.

<b>Description</b>	<b>2023 Price</b>	<b>Description</b>	<b>2024 Price</b>
Exam (all pets)	\$25.00	Exam (all pets)	\$26.00
Boarding	\$21.50	Boarding	\$22.40
Medications	Cost + \$5	Medications	Cost + \$5
Heartworm/Flea (K9)	\$39.00	Heartworm/Flea (K9)	\$39.00
Flea Tx (Feline)	\$19.50	Flea Tx (Feline)	\$20.30
Dist/Lepto (K9)	\$24.10	Dist/Lepto (K9)	\$25.10
Lepto Booster	\$15.00	Lepto Booster	\$15.60
Lyme Booster	\$15.00	Lyme Booster	\$25.00
Rabies (K9)	\$22.50	Rabies (K9)	\$23.40
Rabies (Feline)	\$22.50	Rabies (Feline)	\$23.40
FVRCP (Feline Vac)	\$22.50	FVRCP (Feline Vac)	\$23.40
4DX/Fecal	\$45.50	4DX/Fecal	\$47.35
Fecal	\$22.55	Fecal	\$25.00
Deworming (standard)	\$10.00	Deworming (standard)	\$10.40
Drontal per pill	\$26.00	Drontal per pill	\$27.00
Microchip	\$31.50	Microchip	\$35.00
Feline Spay	\$120.75	Feline Spay	\$174.15
Canine Spay	\$215.00	Canine Spay	\$242.50
Feline Neuter	\$94.00	Feline Neuter	\$100.00
Canine Neuter	\$160.75	Canine Neuter	\$215.00
Xray	\$55.50	Xray	\$57.75
Bloodwork	\$99.50	Bloodwork	\$110.00
Bloodwork w/Quant	\$110.00	Bloodwork w/Quant	\$120.00
Specimen Retrieval Rs	\$99.75	Specimen Retrieval Rs	\$110.00
Euthanasia	\$25.00	Euthanasia	\$26.00
Cremation	\$57.75	Cremation	\$60.00

**CITY OF DES PLAINES**

**RESOLUTION R - 27 - 24**

**A RESOLUTION APPROVING THE PROCUREMENT OF ANIMAL CONTROL SERVICES FROM NORTHWEST ANIMAL HOSPITAL, P.C.**

**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 budgeted funds for use by the Police Department during the 2024 fiscal year to procure animal control services, including the impoundment of stray dogs and cats on an as-needed basis ("*Services*"); and

**WHEREAS**, Northwest Animal Hospital, P.C. ("*Hospital*") has provided the Services to the City in the past to the City's satisfaction; and

**WHEREAS**, the City anticipates that it will expend up to \$35,000 on the Services from Vendor during the 2024 fiscal year; 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 approve the expenditure of \$35,000 for the Services during the 2024 fiscal year;

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

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

**SECTION 2: WAIVER OF COMPETITIVE BIDDING.** Pursuant to Section 1-10-15 of the City Code, the requirement that competitive bids be solicited for the procurement of the Services during the 2024 fiscal year is hereby waived.

**SECTION 3: APPROVAL OF EXPENDITURE.** The expenditure of an amount not to exceed \$35,000 for the Services performed by the Hospital during the 2024 fiscal year is hereby approved.

**SECTION 4: AUTHORIZATION OF EXPENDITURE.** The City Manager and City Clerk are hereby authorized and directed to execute and seal all documents approved by the General Counsel, and the City Manager to make such payments, on behalf of the City, as are necessary to procure the Services from the Hospital in the total not-to-exceed amount of \$35,000.

**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 \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Payment for Animal Control Services 2020



**Information Technology Department**

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

**MEMORANDUM**

**Date:** January 11, 2024  
**To:** Michael G. Bartholomew, City Manager  
**From:** Jarek Wojtaniec, Information Technology Department Manager *JW*  
**Subject:** Palo Alto Firewall Update

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**Issue:** For the City Council to approve purchase of updated models of two firewalls (PA-1420) and replacement of the current outdated two firewalls (PA-3020).

**Analysis:** A firewall is a network security device that grants or rejects network access to traffic between untrusted zone (Internet) and trusted zone (City of Des Plaines internal network). Having a highly available (HA) firewall configuration is crucial in protecting the City's network against viruses, and cyber-attacks and maintaining City's business continuity. The existing two firewalls (PA-3020) have been in service with the City for the last 9 years and their manufacture and support has been discontinued therefore they need to be replaced. The City of Des Plaines Information Technology Department has sent out requests to 3 qualified vendors for quotes to replace the existing firewalls (two PA-3020) with the New Generation Firewalls (two PA-1420). A total of 3 responses have been received (including one "no quote"). The CDW Government provided the lowest quote. The PA-1420 firewalls are designed to bring Next Generation Firewall capabilities to smaller campus locations and larger enterprise offices and will be suitable for City's network requirements for the next 5 years. The two new firewalls will be configured in High Availability mode (failover for each other) which will ensure City's connection to the Internet and its business continuity.

**Recommendation:** The City of Des Plaines Information Technology Department recommends that the City Council approves the Resolution for purchase of two PA-1420 firewalls along with their required 5 years update subscriptions (firmware, patches, signatures, etc.). from CDW Government LLC., for an amount not to exceed \$139,888.74.

**Attachments:**

Attachment 1 – CDW Government LLC Quote  
Resolution R - 28 - 24



Thank you for choosing CDW. We have received your quote.

# QUOTE CONFIRMATION

JAREK WOJTANIEC,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NRHM453	12/14/2023	NRHM453	180246	<b>\$139,888.74</b>

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Palo Alto Networks PA-1420 Firewall Appliance</a> Mfg. Part#: PAN-PA-1420 Contract: MARKET	2	7259804	\$13,094.50	\$26,189.00
<a href="#">Palo Alto Networks - power supply - redundant - 450 Watt</a> Mfg. Part#: PAN-PWR-450W-AC Contract: MARKET	2	6938385	\$1,145.86	\$2,291.72
<a href="#">Palo Alto Networks Core Security Subscription Bundle Advanced Threat Preven</a> Mfg. Part#: PAN-PA-1420-BND-CORESEC-5YR Electronic distribution - NO MEDIA Contract: MARKET	2	7319461	\$37,612.00	\$75,224.00
<a href="#">Palo - power cable - power IEC 60320 C13 to NEMA 5-15P - 6 ft</a> Mfg. Part#: PAN-PWR-CORD-US UNSPSC: 26121636 Contract: MARKET	2	5036807	\$0.01	\$0.02
<a href="#">Palo Alto Networks Premium Support - extended service agreement - 5 years -</a> Mfg. Part#: PAN-SVC-PREMUSG-1420-5YR Electronic distribution - NO MEDIA Contract: MARKET	2	7320214	\$18,092.00	\$36,184.00

<b>SUBTOTAL</b>	\$139,888.74
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$139,888.74</b>

PURCHASER BILLING INFO	DELIVER TO
------------------------	------------

**Billing Address:**  
 CITY OF DES PLAINES  
 ACCOUNTS PAYABL  
 1420 MINER ST  
 DES PLAINES, IL 60016-4484  
**Phone:** (847) 391-5300  
**Payment Terms:** NET 30-VERBAL

**Shipping Address:**  
 CITY OF DES PLAINES  
 JAREK WOJTANIEC  
 1420 MINER ST  
 DES PLAINES, IL 60016-4484  
**Phone:** (847) 391-5300  
**Shipping Method:** DROP SHIP-GROUND

**Please remit payments to:**

CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515



**Sales Contact Info**

**Sam Raes** | (877) 465-3134 | [sam.raes@cdwg.com](mailto:sam.raes@cdwg.com)

**LEASE OPTIONS**

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
<b>\$139,888.74</b>	<b>\$3,712.65/Month</b>	<b>\$139,888.74</b>	<b>\$4,298.78/Month</b>

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

**Need Help?**



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.



**CITY OF DES PLAINES**

**RESOLUTION R - 28 - 24**

**A RESOLUTION APPROVING A CONTRACT WITH THE BURWOOD GROUP, INC., FOR THE PURCHASE AND INSTALLATION OF INFORMATION TECHNOLOGY NETWORK FIREWALLS**

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

**WHEREAS**, the City has appropriated funds in the Computer Hardware Account for use by the Information Technology Department during the 2024 fiscal year for the purchase and installation of new information technology network firewalls and related support services ("**Firewalls**"); and

**WHEREAS**, pursuant to Chapter Ten of Title One of the City of Des Plaines City Code and the City purchasing policy, the City solicited quotes for the procurement of the Firewalls; and

**WHEREAS**, the City received three quotes; and

**WHEREAS**, the CDW Government LLC ("**Contractor**"), submitted the lowest responsible quote for two PA-1420 firewalls and their 5 years subscription in the not-to-exceed amount of \$139,988.74; and

**WHEREAS**, the City desires to purchase of two PA-1420 firewalls and their 5 year subscription in the not-to-exceed amount of \$139,888.74; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to proceed with the purchase form CDW Government LLC;

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

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

**SECTION 2: AUTHORIZATION OF EXPENDITURE.** The City Council authorizes the expenditure of the not-to-exceed amount of \$139,888.74 during the 2024 fiscal year for the procurement of the hardware and software (5 years subscription).

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

---

**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Resolution Approving Bid Award to the Burwood Group for the Purchase and Installation of Firewalls

#37052136\_v2



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: January 24, 2024

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

From: Becka Shipp, P.E., Assistant Director of Engineering *BS*

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

Subject: 2024 Request for Expenditure/Authorization of Motor Fuel Tax Funds and Resolution for Improvement Under the Illinois Highway Code Section Number 24-00229-00-RS

---

**Issue:** In order for municipalities to expend Motor Fuel Tax (MFT) funds on roadway improvements, the Illinois Department of Transportation (IDOT) requires a Request for Expenditure/Authorization of Motor Fuel Tax Funds and a Resolution for Improvement Under the Illinois Highway Code.

**Analysis:** The Resolution for Improvement Under the Illinois Highway Code itemizes the roadway and street improvements proposed for 2024 in the City of Des Plaines as part of the Capital Improvement Program, which includes various locations of street resurfacing (Arlington Av, Concord Ct, Concord Ln, Earl Av, Graceland Av, Josephine Ct, Lechner Ln, Margret St, Olivia Av, Pearson St, Regency Dr, Second Av, Third Av, Yorkshire Ln). The project scope includes street patching and resurfacing with miscellaneous drainage repairs, sidewalk repairs with ADA improvements, and curb and gutter repairs and replacement.

**Recommendation:** We recommend approval of the 2024 Request for Expenditure/Authorization of Motor Fuel Tax Funds in the amount of \$1,750,000 and adoption of the IDOT Resolution for Improvement Under the Illinois Highway Code.

**Attachments:**

Attachment 1 - Request for Expenditure/Authorization of Motor Fuel Tax Funds  
Attachment 2 - Resolution for Improvement Under the Illinois Highway Code  
Resolution R-29-24



**Request for Expenditure/Authorization  
of Motor Fuel Tax Funds**

Local Public Agency Des Plaines	Type City	County Cook	Section Number 24-00229-00-RS
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I hereby request authorization to expend Motor Fuel Tax Funds as indicated below:

Purpose	Motor Fuel Tax Amount	Rebuild Illinois Amount
County Engineer/Superintendent Salary & Expenses		n/a
Contract Construction	\$1,750,000.00	
Day Labor Construction		
Engineering		
Engineering Investigations		
IMRF/Social Security		n/a
Maintenance		
Maintenance Engineering		
Obligation Retirement		n/a
Other		
Right-of-Way (Itemized on 2nd page)		
<b>TOTAL</b>	\$1,750,000.00	

Comments

Street patching and resurfacing, miscellaneous curb, sidewalk, and driveway apron repairs, ADA sidewalk repairs, pavement striping, and miscellaneous landscaping restoration.

Local Public Agency Official Signature & Date

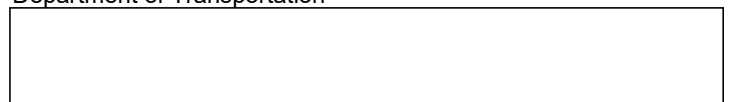
 Digitally signed by Becca Shipp  
Date: 2024.01.03 13:44:55  
-06'00'

Title



Assistant Director of Engineering

**Approved**

Regional Engineer Signature & Date  
Department of Transportation



Department of Transportation Use

Entered By	Date
	









Resolution for Improvement Under the Illinois Highway Code

2. That there is hereby appropriated the sum of One million seven hundred fifty thousand and 0/100 Dollars ( \$1,750,000.00 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Jessica Mastalski City Clerk in and for said City

of Des Plaines in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Des Plaines at a meeting held on

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day of Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation

**CITY OF DES PLAINES**

**RESOLUTION R - 29 - 24**

**A RESOLUTION FOR MAINTENANCE UNDER THE ILLINOIS HIGHWAY CODE (24-00229-00-RS).**

**BE IT RESOLVED**, by the Mayor and City Council of the City of Des Plaines, Illinois, that there is hereby appropriated the sum of \$1,750,000.00 of Motor Fuel Tax funds for the purpose of improving streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2024 to December 31, 2024.

**BE IT FURTHER RESOLVED**, that only those locations as listed and described on the approved Resolution for Improvement Under the Illinois Highway Code, including supplemental or revised estimates approved in connection with this resolution, are eligible for improvements with Rebuild Illinois funds during the period specified above.

**BE IT FURTHER RESOLVED**, that the City of Des Plaines shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation; and

**BE IT FURTHER RESOLVED**, that the Clerk is hereby directed to transmit four certified originals of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

Approved as to form:

ATTEST:

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

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



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: January 5, 2024  
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
From: Becka Shipp, P.E., Assistant Director of Engineering *BS*  
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*  
Subject: Task Order No. 6 with SPACECO Inc. for Construction Engineering Services

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**Issue:** Additional construction engineering services will be needed to assist with the 2024 Capital Improvement Program. We have requested a proposal from SPACECO, Inc. to continue to provide these services in 2024.

**Analysis:** The City has a Master Contract with SPACECO, Inc. to perform on-site construction engineering assistance for the Capital Improvement Program due to reduced staff. The scope of the work includes construction inspection, pay estimate preparation, project closeout documentation, punch list preparation and other construction engineering related items. The consultant completed the services satisfactorily this past year and an extension is requested to provide further assistance for the 2024 Capital Improvement Program. This would allow for continuity with the same SPACECO staff person that is familiar with our plans and procedures to assist the City. This also eliminates the need to train a new consultant.

**Recommendation:** We recommend approval of Task Order No. 6 from SPACECO, Inc., 9575 West Higgins Road, Suite 700, Rosemont, IL 60018 for construction engineering services in an amount not to exceed \$157,500. Source of funding would be the Capital Projects Fund.

**Attachments:**  
Resolution R-30-24  
Exhibit A – Task Order No. 6

**CITY OF DES PLAINES**

**RESOLUTION R - 30 - 24**

**A RESOLUTION APPROVING TASK ORDER NO. 6 WITH SPACECO, INC. FOR PROFESSIONAL ENGINEERING SERVICES.**

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

**WHEREAS**, on June 5, 2021, the City Council approved Resolution R-104-21, authorizing the City to enter into a master contract ("**Master Contract**") with SpaceCo, Inc. ("**Consultant**") for the performance of certain engineering services for the City as such services are needed over time; and

**WHEREAS**, due to staff turnover in the Public Works and Engineering Department, the City has identified the need to procure temporary professional engineering services on an as-needed basis related to the Capital Improvement Program, including providing temporary on-site construction engineering assistance, including resident engineer services, pay estimate preparation, project closeout documentation, punch list preparation and other construction engineering related items (collectively, the "**Engineering 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 Engineering Services does not require competitive bidding because the Engineering 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 Consultant satisfactorily performed the Engineering Services for the City during the 2021, 2022 and 2023 fiscal years during which it became familiar with the City's plans and procedures; and

**WHEREAS**, due to the City's positive working relationship with the Consultant, and in order to maintain staffing continuity and efficiency, the City requested a proposal from Consultant to perform the Engineering Services during the 2024 fiscal year; and

**WHEREAS**, Consultant submitted a proposal in the not-to-exceed amount of \$157,500.00 to perform the Engineering Services; and

**WHEREAS**, the City has sufficient funds in the Capital Projects Fund for the procurement of the Engineering Services from Consultant; and

**WHEREAS**, the City desires to enter into Task Order No. 6 under the Master Contract for the procurement of the Engineering Services from Consultant on an as-needed basis during the 2024 fiscal year in the not-to-exceed amount of \$157,500.00 ("**Task Order No. 6**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 6 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 TASK ORDER NO. 6.** Task Order No. 6 in is hereby approved 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 TASK ORDER NO. 6.** The City Manager and the City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, final Task Order No. 6 only after receipt by the City Clerk of at least one executed copy of Task Order No. 6 from Consultant; provided, however, that if the City Clerk does not receive one executed copy of Task Order No. 6 from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal Task Order No. 6 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.

[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

---

**MAYOR**

ATTEST:

Approved as to form:

---

**CITY CLERK**

---

**Peter M. Friedman, General Counsel**



TASK ORDER NO. 6  
TO MASTER CONTRACT BETWEEN THE CITY OF DES PLAINES  
AND SPACECO, INC.  
FOR CONSTRUCTION ENGINEERING SERVICES

In accordance with Section 1.2 of the Master Contract dated June 7, 2021 between the City of Des Plaines (the “City”) and Spaceco Inc., 9575 West Higgins Road, Suite 700, Rosemont, Illinois 60018 (the “Consultant”), the Parties agree to the following Task Order No. 6:

**1. Contracted Services:**

The Consultant will perform the services set forth in the “Consultant Agreement, SPACECO Project No. 13113” prepared by the Consultant submitted to the City, and dated January 5, 2024 (“Proposal”).

**2. Project Schedule:**

N/A

**3. Project Completion Date:**

The Consultant will diligently and continuously prosecute the Services until their completion.

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

In exchange for the Contracted Services, the Consultant will receive compensation on a time and materials basis in the amounts set forth in the Proposal attached to this Task Order No. 6, but in no event will the compensation paid to the Consultant exceed \$157,500.00.

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

In the event of a conflict between any provisions of the Proposal and this Task Order No. 6 of the Master Contract, this Task Order No. 6 and the Master Contract will control.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works & Engineering  
  
\_\_\_\_\_, 2024  
Date

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name (Printed or Typed)  
  
\_\_\_\_\_, 2024  
Date

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

\_\_\_\_\_  
Signature  
City Manager  
  
\_\_\_\_\_, 2024  
Date

APPROVED AS TO FORM ONLY  
  
\_\_\_\_\_  
Des Plaines General Counsel                      Dated

If greater than \$25,000, the City Council must approve the Task Order in advance and the City Manager's signature is required.

\_\_\_\_\_  
Signature  
City Manager  
  
\_\_\_\_\_, 2024  
Date



**CONSULTING ENGINEERS**  
**SITE DEVELOPMENT ENGINEERS**  
**LAND SURVEYORS**

**9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018**  
**Phone: (847) 696-4060 Fax: (847) 696-4065**



**CONSULTANT AGREEMENT**

Client: City of Des Plaines  
 Ms. Becka Shipp  
 1420 Miner Street  
 Des Plaines, IL 60016

Date: 01/05/2024  
 Project Name: 2024 CIP  
 Engineering Support

Project Description:

Attention:  
 Requested by:

Phone: 847-391-5388 Fax:  
 Email: bshipp@desplaines.org

SPACECO Project Number: 13113

SPACECO, Inc. and the Client agree to the following:

**PROJECT SCOPE:**

Task 1: We will provide one full-time construction engineer for the 2024 construction season to aid and support the City's engineering staff. Our engineer will provide construction inspection and document quantities and materials on a daily IDR. All work will be completed in accordance with IDOT Documentation of Contract Quantities. This task is based on a 900 hour project duration. \$175 per hour. Starting on or around April 8, 2024.

This agreement shall be established in accordance with our City of Des Plaines Master Contract.

**FEE:**

Task 1: \$157,500 N.T.E.

- This work has already commenced per your verbal authorization.
- This work is waiting to proceed pending our receipt of this signed agreement.
- This interim agreement allows us to proceed on a not to exceed basis while the final agreement is being prepared. This will be replaced with a final agreement within five business days.


The following documents are attached and hereby expressly incorporated into this Agreement

Exhibit A - General Terms and Conditions (  enclosed/  previously provided).

Work identified, as payable on an hourly basis will be billed to you at the rates specified on the enclosed Schedule of Charges for Professional Services. We will establish our contract in accordance with the General Terms and Conditions, which are expressly incorporated into and are an integral part of this Contract for Professional Services. We reserve the right to increase our fee by 5% on each anniversary of this Agreement. All reproduction and delivery services will be billed to the Client on a cost plus 10% basis. Our services will be invoiced monthly and payments are due within thirty days after invoicing.

SPACECO, INC.

CLIENT

By: Ted Ward, P.E.   
 Construction Dept. Manager  
 (Name, Title)

By: \_\_\_\_\_  
 (Name, Title)

Date: 01/05/2024

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

Client Authorization Number: \_\_\_\_\_

**PLEASE SIGN AND RETURN ONE OF THE ORIGINALS**

c: M. Mondus, S. Baro  
 Rob Stawik



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: January 5, 2024  
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
From: Becka Shipp, P.E., Assistant Director of Engineering *BS*  
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*  
Subject: Task Order No. 7 with AECOM Technical Services for Construction Engineering Services

**Issue:** Additional construction engineering services will be needed to assist with the 2024 Capital Improvement Program. Staff has requested a proposal from AECOM Technical Services to continue to provide these services in 2024.

**Analysis:** The City has a Master Contract with AECOM Technical Services and has requested additional hours to perform resident and construction engineering services in assisting the Engineering Department with the Capital Improvement Program this year. The scope of the work includes resident engineering services, construction inspection, pay estimate preparation, project closeout documentation, punch list preparation and other related duties, as requested. The consultant has completed the services satisfactorily this past year and an extension to assist in 2024 is requested for one Resident Engineer. This would allow for continuity with the same AECOM staff person that is familiar with our plans and procedures to assist the City with the construction of capital improvements. This also eliminates the need to train a new consultant.

**Recommendation:** We recommend approval of Task Order No. 7 with AECOM Technical Services, Inc., 303 East Wacker Drive, Suite 1400, Chicago, IL 60601 in an amount not to exceed \$193,194.94. Source of funding would be the Capital Projects Fund.

**Attachments:**

Resolution R-31-24  
Exhibit A - Task Order No. 7

**CITY OF DES PLAINES**

**RESOLUTION R - 31 - 24**

**A RESOLUTION APPROVING TASK ORDER NO. 7 WITH  
AECOM TECHNICAL SERVICES, INC. FOR  
PROFESSIONAL ENGINEERING SERVICES.**

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

**WHEREAS**, on December 20, 2021, the City Council approved Resolution R-209-21, authorizing the City to enter into a master contract ("**Master Contract**") with AECOM Technical Services, Inc. ("**Consultant**") for the performance of professional engineering services for the City as such services are needed over time; and

**WHEREAS**, due to staff turnover in the Public Works and Engineering Department, the City has identified the need to procure temporary on-site construction engineering services, including resident engineer services, pay estimate preparation, project closeout documentation, punch list preparation, and other construction engineering related services requested by the City (collectively, "**Engineering Services**"); and

**WHEREAS**, pursuant to Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City's purchasing policy, City staff has determined that the procurement of the Engineering Services is not adapted to award by competitive bidding because the Engineering Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

**WHEREAS**, the Consultant satisfactorily performed the Engineering Services for the City during the 2022 and 2023 fiscal years during which it became familiar with the City's plans and procedures; and

**WHEREAS**, due to the City's positive working relationship with the Consultant, and in order to maintain staffing continuity and efficiency, the City requested a proposal from Consultant to perform the Engineering Services during the 2024 fiscal year; and

**WHEREAS**, Consultant submitted a proposal in the not-to-exceed amount of \$193,194.94 to perform the Engineering Services; and

**WHEREAS**, the City has sufficient funds in the Capital Projects Fund for the procurement of the Engineering Services from Consultant; and

**WHEREAS**, the City desires to enter into Task Order No. 7 under the Master Contract for the procurement of the Engineering Services from Consultant on an as-needed basis during the 2024 fiscal year in the not-to-exceed amount of \$193,194.94 ("**Task Order No. 7**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 7 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 TASK ORDER NO. 7.** The City Council hereby approves Task Order No. 7 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 TASK ORDER NO. 7.** 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. 7 only after receipt by the City Clerk of at least one executed copy of Task Order No. 7 from Consultant; provided, however, that if the City Clerk does not receive one executed copy of Task Order No. 7 from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal Task Order No. 7 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 \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

Approved as to form:

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

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

TASK ORDER NO. 7  
TO MASTER CONTRACT BETWEEN THE CITY OF DES PLAINES  
AND AECOM TECHNICAL SERVICES, INC.  
FOR PROFESSIONAL ENGINEERING SERVICES

In accordance with Section 1.2 of the Master Contract dated January 1, 2022 between the City of Des Plaines (the “City”) and AECOM Technical Services, Inc., 303 East Wacker Drive, Suite 1400, Chicago, Illinois 60601 (the “Consultant”), the Parties agree to the following Task Order Number 7:

**1. Contracted Services:**

The Consultant will perform the services described in the “2024 Construction Engineering and Inspection Services – Task Order Cost Proposal under Existing Master Services Agreement” prepared by the Consultant, submitted to the City, and dated January 9, 2024 (“Proposal”).

**2. Project Term:**

The Consultant will perform the services on an as-needed basis for a term commencing upon notice from the City and ending on December 31, 2024 (“Task Order No. 7 Term”).

**3. Project Completion Date:**

The Consultant will diligently and continuously prosecute the Services during the Task Order No. 7 Term until their completion.

**4. Project Specific Pricing:**

In exchange for the Contracted Services, the Consultant will receive compensation on a time and materials basis in the amounts as set forth in the Proposal under the sections titled “Cost Plus Fixed Fee Cost Estimate of Consultant Services” of the Proposal, but in no event will the compensation paid to the Consultant exceed \$193,194.94.

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

In the event of a conflict between any provisions of the Proposal and this Task Order No. 7 of the Master Contract, this Task Order No. 7 and the Master Contract will control.

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

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works & Engineering

\_\_\_\_\_, 2024  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)  
\_\_\_\_\_, 2024  
Date

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

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 2024  
Date

If greater than \$25,000, the City Council must approve the Task Order in advance and the City Manager's signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 2024  
Date



January 9, 2024

Ben Olson, MPA  
Management Analyst - Engineering  
City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016

**Re: 2024 Construction Engineering and Inspection Services –  
Task Order Cost Proposal under Existing Master Services Agreement**

Dear Mr. Olson:

AECOM Technical Services, Inc. (AECOM) expresses gratitude for the chance to present a comprehensive cost proposal totaling \$193,194.94. This proposal encompasses the provision of construction engineering and inspection services aimed at assisting the engineering staff of the City of Des Plaines (City) in managing construction projects scheduled for the year 2024 within the municipal boundaries of Des Plaines.

The anticipated schedule for our staff to be available and work on your projects is between January 2024 and December 2024 after the approval of this task order cost proposal.

We trust that the enclosed information meets all submittal requirements. If you have any questions regarding this submittal or require any additional information, please contact Naveed Sarwar at [Naveed.sarwar@aecom](mailto:Naveed.sarwar@aecom) or 773-318-7120.

Sincerely,



Naveed Sarwar, PE  
Vice President  
AECOM Illinois Construction Department Manager

**City of Des Plaines Construction Management Services**

**Construction Engineer Request**

January 2024 thru December 2024

**REQUESTED CONSTRUCTION STAFFING**

<b>TECHNICAL STAFF</b>	<b>TOTAL MANHOURS</b>	<b>Jan-24</b>	<b>Feb-24</b>	<b>Mar-24</b>	<b>Apr-24</b>	<b>May-24</b>	<b>Jun-24</b>	<b>Jul-24</b>	<b>Aug-24</b>	<b>Sep-24</b>	<b>Oct-24</b>	<b>Nov-24</b>	<b>Dec-24</b>
Construction Engineer I	1986	56	168	176	176	176	168	184	176	168	194	168	176
VEHICLE DAYS	248	7	21	22	22	22	21	23	22	21	24	21	22







PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: January 25, 2024

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

From: Robert Greenfield, Superintendent of Utility Services *RG*

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

Subject: Task Order #4 - Howard Water Tank Altitude Valve Repair

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**Issue:** The existing altitude valve is not operating properly and needs replacement.

**Analysis:** The altitude valve at the Howard Water Tank was installed in 1978 and has reached the end of its useful life. This valve controls the level of water in the tower and prevents the tower from overflowing. Public Works has purchased the material but will need a contractor to complete the installation.

Dahme Mechanical Industries, Inc. has provided the City with Task Order #4 for the necessary work at the Howard Tank in the amount of \$28,488.00. This amount is fair and consistent with prior projects.

**Recommendation:** We recommend the City Council approve Task Order #4 between the City of Des Plaines and Dahme Mechanical Industries, Inc. 610 South Aurthur Avenue, Arlington Heights, Illinois, 60005 in the amount of \$28,488.00. Source of funding is the Water Fund.

**Attachments:**

Resolution R-33-24  
Exhibit A – Task Order #4

**CITY OF DES PLAINES**

**RESOLUTION R - 33 - 24**

**A RESOLUTION APPROVING TASK ORDER NO. 4 WITH DAHME MECHANICAL INDUSTRIES, INC. FOR PURCHASE AND INSTALLATION OF AN ALTITUDE VALVE FOR THE HOWARD AVENUE WATER TOWER.**

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

**WHEREAS**, on October 2, 2023, the City Council approved Resolution R-175-23, which authorized the City to enter into a master contract ("**Master Contract**") with Dahme Mechanical Industries, Inc. ("**Contractor**") to assist with various mechanical repair, maintenance, and installation projects for the City as such services are needed over time ("**Mechanical Services**"); and

**WHEREAS**, the City has identified the need to replace the altitude valve and hatches in the chamber at the Howard Avenue water tower (collectively, the "**Howard Avenue Work**"); and

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

**WHEREAS**, Contractor submitted a proposal to perform the Howard Avenue Work in the amount of \$28,488; and

**WHEREAS**, the City desires to enter into Task Order No. 4 under the Master Contract with Contractor for the performance of Howard Avenue Work in the not-to-exceed amount of \$28,488 ("**Task Order No. 4**"); 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 approve Task Order No. 4 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 Howard Avenue Work is hereby waived.

**SECTION 3: APPROVAL OF TASK ORDER NO. 4.** Task Order No. 4 is hereby approved 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. 4.** The City Manager and the City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, final Task Order No. 4.

**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 \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Task Order No 4 with Dahme Mechanical Industries

## ATTACHMENT A

### TASK ORDER

In accordance with Section 1.2 of the Master Contract dated October 2, 2023 between the City of Des Plaines (the “City”) and Dahme Mechanical Industries, Inc. (the “Contractor”), the Parties agree to the following Task Number 4:

**1. Contracted Services:**

Howard Ave. Elevated Tank Altitude Valve Replacement and Misc. Valve Upgrades

- Preconstruction meeting with CoDP operations personnel to discuss outages and expectations for construction and commissioning
- Remove existing, install and commission new 12” Cla-Val altitude valve as furnished CoDP
- Remove existing, install (1) 12” isolation valve as furnished by CoDP
- Furnish and install new 12” piping as needed to accomplish the above improvements
- Remove (2) existing cast iron hatch doors and replace with bolt-down aluminum floor doors
- DMI to provide electrical subcontractor for disconnects/new terminations as needed
- Disinfection will be performed by swabbing
- All other supporting trades are excluded; sales tax and permits/bonds are also excluded
- DMI will remove all construction debris from the site; temporary sanitary facilities are included
- Dahme Mechanical Industries, Inc. standard insurance and one-year parts and labor warranty is included

**2. Project Schedule** (attach schedule if appropriate): Commencement upon approval to proceed.

**3. Project Completion Date:**

All Contracted Services must be completed on or before: April 30, 2024

**4. Project Specific Pricing** (if applicable): \$28,488.00.

**5. Additional Changes to the Master Contract** (if applicable): None

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

**[signature page follows]**



**CITY**

**CONTRACTOR**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_  
Signature

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

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$[25,000], then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date



January 3, 2024

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

Attn: Tim Watkins, Assistant Director of Public Works

Re: Howard Ave. Elevated Tank Altitude Valve Replacement and Misc. Valve Upgrades

Tim:

Dahme Mechanical Industries is pleased to submit our scope of work for the project described below:

- Preconstruction meeting with CoDP operations personnel to discuss outages and expectations for construction and commissioning
- Remove existing, install and commission new 12" Cla-Val altitude valve as furnished CoDP
- Remove existing, install (1) 12" isolation valve as furnished by CoDP
- Furnish and install new 12" piping as needed to accomplish the above improvements
- Remove (2) existing cast iron hatch doors and replace with bolt-down aluminum floor doors
- DMI to provide electrical subcontractor for disconnects/new terminations as needed
- Disinfection will be performed by swabbing
- All other supporting trades are excluded; sales tax and permits/bonds are also excluded
- DMI will remove all construction debris from the site; temporary sanitary facilities are included
- Dahme Mechanical Industries, Inc. standard insurance and one-year parts and labor warranty is included

**EXCLUSIONS:**

1. **Dahme Mechanical Industries, Inc. shall not be held liable for any job site safety or job site maintenance of any type upon completion of our work.**
2. All agreements contingent upon strikes, accidents or delays beyond our control.
3. All work not included or described above.
4. All work not included in our trade agreements or reasonably assumed to be our responsibility

All material is guaranteed as listed above and specified above. Any additional items not included in our trade agreements or clearly stated above are expressly excluded. **Payment terms are 100%, net 30 days after invoicing.**

<b>Total price, as described above:</b>	<b>\$28,488.00</b>
---	--------------------

All labor beyond the scope described above will be provided at \$350.00/hour for a two-man crew with service truck, and additional materials will be charged at cost + 15% mark-up. This proposal may be withdrawn by us if not accepted within 30 days.

Thank you-

Kris Komorn  
Dahme Mechanical Industries, Inc.  
[kkomorn@dmi-inc.net](mailto:kkomorn@dmi-inc.net)



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: January 25, 2024

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 Purchase – End Loader through Sourcewell

**Issue:** The 2024 budget includes \$450,000 in funding for the purchase of a John Deere End Loader.

**Analysis:** This purchase is for the replacement of a 1997 John Deere end loader which is utilized for various material handling tasks and considered a key component to all divisions of the department.

We reviewed specifications of the John Deere 644 P and determined the options best met the City's needs from operation and maintenance standpoints. This piece of equipment will be upfitted with emergency lights, rearview camera package, and multiple implements for material handling. John Deere standardizes their parts which streamlines and eases maintenance and repairs. Parts are readily available and most of the equipment is interchangeable. West Side Tractor Sales is the regional supplier of this end loader which is available through Sourcewell, a cooperative purchasing entity for government and educational agencies of which the City is a member. Per Sourcewell Contract #032119-JDC this equipment can be purchased in the amount of \$433,589.69.

**Recommendation:** We recommend the purchase of a John Deere 644 P 4WD End Loader through Sourcewell Contract #032119-JDC, from West Side Tractor Sales Company, 1400 West Ogden Avenue, Naperville, IL 60563, in the amount of \$433,589.69. Source of funding will be the Equipment Replacement Fund account (410-00-000-0000.8015).

**Attachments:**

Resolution R-34-24  
Exhibit A – West Side Tractor Sales Contract

**CITY OF DES PLAINES**

**RESOLUTION R - 34 - 24**

**A RESOLUTION AUTHORIZING THE PURCHASE OF A JOHN DEERE END LOADER FROM WEST SIDE TRACTOR SALES COMPANY THROUGH SOURCEWELL.**

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

**WHEREAS**, the City has appropriated funds in the Equipment Replacement Fund for use by the Public Works and Engineering Department during the 2024 fiscal year for the purchase of a 2024 John Deere 644 P 4WD Loader (collectively, the "*Equipment*"); and

**WHEREAS**, the City is a member of the Sourcewell, formerly National Joint Powers Alliance ("*Sourcewell*"), a public agency that provides cooperative purchasing solutions for government and educational agencies, resulting in significant savings for the City; and

**WHEREAS**, Sourcewell has identified West Side Tractor Sales Company ("*Vendor*") as a qualified bidder and awarded Contract #032119-JDC to the Vendor for the purchase of the Equipment; and

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

**WHEREAS**, the City desires to enter into an agreement with Vendor for the purchase of the Equipment in the not-to-exceed amount of \$433,589.69 ("*Agreement*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Vendor for the purchase of the Equipment in accordance with Sourcewell Contract #032119-JDC in the not-to-exceed amount of \$433,589.69;

**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 Agreement is approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Council.

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

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

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2024.

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

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

Approved as to form:

ATTEST:

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

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

DP-Resolution Approving Purchase of a 2024 John Deere 644 P 4WD Loader thru Sourcewell

CITY OF DES PLAINES

CONTRACT FOR PRICING AND DELIVERY OF
2024 John Deere 644 P 4WD Loader per Sourcewell Contract: 032119-JDC

Full Name of Vendor West Side Tractor Sales

Principal Office Address 1560 N Old Rand Rd, Wauconda, IL 60084

Local Office Address

Contact Person Dan Ristow Telephone Number 847-526-7700

TO: City of Des Plaines
1111 Joseph Schwab Rd.
Des Plaines, Illinois 60016
Attention: Tom Bueser/Ralph Magak

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

1. Contract to Deliver Products

A. Contract and Products. The Vendor shall, deliver to the City, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in this Contract (the "Products") in new, undamaged, and first-quality condition. Vendor further shall:

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

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

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

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

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

2. Pricing

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

Table with 3 columns: Description of Product, Quantity of Product, Unit Price of Product. Row 1: 2024 John Deere 644G 4WD Loader, One (1), \$433,589.69

If the City has specified the Quantity of Products to be delivered to the City on Page 1 of this Contract, then the Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

433,589 Dollars and 69 Cents (in figures only)

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

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

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

C. Time of Payment

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

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 the Vendor to perform under this Contract.

3. Contract Time

The Vendor shall deliver the Products to the City at the Delivery Address not later than July 1, 2024 ("**Delivery Date**"). Without waiving any other remedies available to the City under this Contract or at law or in equity, if the Vendor delivers the Products to the City more than 60 days after the Delivery Date, then the total Contract Price shall be reduced by one half of a percent for every seven-day period that elapses within the period of time beginning on the day after the Delivery Date and ending on the actual date that the Vendor delivers the Products to the City. Atlas Bobcat must notify the City in writing immediately of any delays emanating from Supply Chain, or Parts availability delays. It will be the City's discretion to waive penalty or extend the Delivery Date based on information provided.

4. Financial Assurance

A. Indemnification. The Vendor shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract.

B. Penalties. The Vendor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided the City accepts this Contract within 30 days after the date this sealed Contract is opened.

6. Bidder's Representations and Warranties

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

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

following manufacturer warranties: Full Machine 12 Month -Unlimited Hour Warranty; Extended 60/3000 Comprehensive Warranty Machine Only, after delivery to the City: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the City.

B. Compliance with Laws. All Products, and all of their components, shall comply with, and the Vendor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract shall be deemed to be inserted herein.

C. Not Barred. The Vendor is not barred by law from contracting with the City or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*; or (3) any other reason.

D. Qualified. The Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the Products at the Contract Price and within the Contract Time set forth above.

## 7. Acknowledgements

In submitting this Contract, the Vendor acknowledges and agrees that:

A. Reliance. The City is relying on all warranties, representations, and statements made by the Vendor in this Contract.

B. Binding Effect. The Vendor is bound by each and every term, condition, or provision contained in this Contract and in the City's written notification of acceptance in the form included in this bound set of documents.

C. Remedies. Each of the rights and remedies reserved to the City in this Contract are cumulative and

additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract. Except where specifically stated otherwise, references in this Contract to days shall be construed to refer to calendar days and time.

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

G. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

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

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

DATED this 5<sup>th</sup> day of February 2024.



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

Vendor's Name: \_\_\_\_\_

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

Signature of Vendor or Authorized Agent: \_\_\_\_\_

(corporate seal) Printed Name: \_\_\_\_\_  
(if corporation)

Title/Position: \_\_\_\_\_

Vendor's Business Address: \_\_\_\_\_

Vendor's Business Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS

**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 (the “City”) this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the Products 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 the City without further notice of objection and shall be of no effect nor in any circumstances binding upon the City unless accepted by the City in a written document plainly labeled “Amendment to Agreement.” Acceptance or rejection by the City 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**

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

Title: City Manager



**WEST SIDE TRACTOR SALES**  
 1560 N Old Rand Road Wauconda IL 60084  
 (847) 526-7700

Dan Ristow - Sales Representative - dristow@wstsales.com



January 17, 2024

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**DES PLAINES, CITY OF**  
**1420 MINER ST**  
**DES PLAINES, IL**

**2024 John Deere 644 P 4WD Loader**  
**SOURCEWELL Cooperative Contract 032119-JDC**

*Please note that this quote is valid for 30 days.*

Code	Machine Configuration Description	Unit Price
All the prices in the detailed sections are Per machine basis. Qty (1)		
6051D	644 P Wheel Loader	374,908.00
202	United States	-
259	English	-
351	Translated Text Labels	-
400	Standard Loader	-
452	High Lift Z-BAR	6,342.00
615	Level 2 Trim	5,594.00
658	Level 3 Performance	4,320.00
952	Rear Camera (Secondary Display)	1,486.00
1100	Less Detection System	-
1602	Steering Wheel	-
1302	Left and Right Side Steps	966.00
183E	JDLINK™	-
2205	SmartWeigh Ready + Trial	1,288.00
4069	John Deere 6.8L - FT4/SV	39,384.00
6522	Rear Counterweight & Rear Hitch w/ Pin	-
7025	Single Axis Lever Controls	212.00
7054	Three Function Hydraulics	2,342.00
5127	Michelin XHA2 - 23.5R25 L3 1-Star Radial Tires w/ 3 PC Rims	28,636.00
5553	Full Coverage Front Fenders	451.00
7405	Field Coupler Ready-Pin Disconnect Plumbing	1,524.00
7500	Less Fork Frame	-
7700	Less Tines	-
8500	Cold Weather Package	518.00
8295	Heated And Powered Exterior Mirrors	747.00
8501	Debris Package	3,574.00
8505	Guards - Transmission & Bottom	2,677.00
8082	Electrical Corrosion Prevention Package	1,496.00
	<b>List Price</b>	<b>\$ 476,465.00</b>
	<b>Discount 34%</b>	<b>\$ 161,998.10</b>
	<b>Net Price</b>	<b>\$ 314,466.90</b>

	Custom Jobs Description	Qt	Price
	Factory Freight Destination Wauconda, IL 60084	1	3,350.00
	Dlr provide Pre-Delivery Inspection, Supplies and Fuel Fill	1	1,900.00
	Dealer Provided Delivery	1	600.00
	Labor for field installed kits	1	6,717.82
	Extended Warranty: • Extended 60/3000 Comprehensive Warranty Machine Only	1	8,284.44
	CB Radio Antenna Kit	1	125.18
RZR	Razer Light install	8	1,922.16
SRVC	Remove and install Sno Go BOX	1	3,500.00
Strickland	ACS Series 1000 JJ50 HYD CPLR W/ Hoses	1	10,386.40
Strickland	3.5YD 4 in 1 Bucket w/ Bolt on Edge	1	21,020.40
Strickland	4.5YD General Purpose Bucket w/ Bolt on Edge	1	12,961.09
Strickland	106" Carriage X 96" Forks	1	16,355.30
Tink	TINK 720 Caw attachment allowance	1	32,000.00
	<b>Total Price</b>		<b>\$ 119,122.79</b>

<b>Quote Summary (per unit)</b>	
Item Description	Prices
Machine Net Price	\$ 314,466.90

Custom Jobs		\$ 119,122.79
<b>Total Net Price</b>	<b>Quantity (1)</b>	<b>\$ 433,589.69</b>
		-
		-
<b>Adjusted Net Price</b>		<b>\$ 433,589.69</b>
<b>Less Trade-in</b>		
<b>0</b>		-
<b>0</b>		-
		-
		-
<b>Payoff to Trade</b>		-
<b>Net Price less Trade-Ins</b>		<b>\$ 433,589.69</b>
<b>Warranty Terms</b>		

644 P includes • Full Machine 12 Month -Unlimited Hour Warranty • Extended 60/3000 Comprehensive Warranty Machine Only





PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

1111 Joseph J. Schwab Road  
Des Plaines, IL 60016  
P: 847-391-5464  
desplaines.org

MEMORANDUM

Date: January 25, 2024

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

From: David Schilf, Superintendent   
Robert Greenfield, Superintendent of Utility Services 

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

Subject: Berger Excavating Contractors, Task Order #4 - Water Main Repairs

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**Issue:** Due to continued incidents of water main breaks in the City, outside contractors need to be used to assist with water main break repairs and water service repairs.

**Analysis:** Over the past months, and due to current weather conditions, we have continued to experience a large number of water main breaks. In many cases, we have had to replace the water main instead of repairing it with a repair sleeve. Since the work requires immediate attention, we contacted outside contractors who the City has previously worked with to assist with these efforts on a force account (time and material) basis. Additionally, we have identified locations that need some additional repairs that will improve the reliability of our water system.

Berger Excavating Contractors has a positive existing relationship with the City and has performed these types of services in the past without any issues. The contractor has previously assisted with emergency water system repairs on a force account basis pursuant to Illinois Department of Transportation standards. Berger Excavating has submitted Task Order #4 to provide these additional services in the amount of \$250,000.00. As the year progresses, we anticipate the need for additional contractual services for water system repairs, which is included in this amount.

**Recommendation:** We recommend approval of Task Order #4 with Berger Excavating Contractors, 1205 N. Garland Road, Wauconda, Illinois, 60084, in the amount of \$250,000.00. Source of funding will be the Water Fund.

**Attachments:**

Resolution R-35-24  
Exhibit A – Task Order #4

**CITY OF DES PLAINES**

**RESOLUTION R - 35 - 24**

**A RESOLUTION APPROVING TASK ORDER NO. 4 WITH BERGER EXCAVATING CONTRACTORS, INC. FOR ADDITIONAL WATER SERVICE REPAIR 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 November 6, 2023, the City Council approved Resolution R-202-23, which authorized the City to enter into a master contract ("**Master Contract**") with Berger Excavating Contractors, Inc. ("**Contractor**") to perform certain construction and underground utility services for the City as such services are needed over time; and

**WHEREAS**, since the beginning of the year, the City has experienced a large number of water main breaks that required immediate attention and Contractor assisted with the repairs on a force account basis pursuant to Illinois Department of Transportation standards; and

**WHEREAS**, the City has identified several locations that need additional repairs, which repairs will improve the reliability of the City's water system, including installing fire hydrants, replacing valves, transferring water services, and repairing future broken water mains within the City ("**Additional Repair Services**"); and

**WHEREAS**, given the City's positive existing relationship with the Contractor, and the Contractor's knowledge of the City's water system, Public Works and Engineering staff requested that Contractor provide a proposal to perform the Additional Repair Services; and

**WHEREAS**, the City desires to enter into Task Order No. 4 under the Master Contract with Contractor for the procurement of the Additional Repair Services in the not-to-exceed amount of \$250,000 ("**Task Order No. 4**"); and

**WHEREAS**, the City has sufficient funds in the Water Fund for the procurement of the Additional 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. 4 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 Additional Repair Services is hereby waived.

**SECTION 3: APPROVAL OF TASK ORDER NO. 4.** The City Council hereby approves Task Order No. 4 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. 4.** 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. 4.

**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 \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Task Order No. 4 with Berger Excavating Contractors

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated November 6, 2023 between the City of Des Plaines (the “City”) and BERGER EXCAVATING CONTRACTORS, INC. (“Contractor”), the Parties agree to the following Task Number 4:

*[Check applicable boxes and insert required information.]*

1. **Project:**

Water main break repairs.

2. **Work Site:**

Various locations throughout the City.

3. **Permits, Licenses, Approvals, and Authorizations:**

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations, except:

**[Identify permits, licenses, and approvals obtained, or to be obtained, by Owner]**

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No Exceptions

4. **Commencement Date:**

the date of execution of the Contract by Owner.

\_\_\_\_\_ days after execution of the Contract by Owner.

January 18, 2024

5. **Completion Date:**



\_\_\_\_\_ days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

March 31, 2024, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

**6. Insurance Coverage:**

A. Worker’s Compensation and Employer’s Liability with limits not less than:

- (1) Worker’s Compensation: Statutory;
- (2) Employer’s Liability: \$1,000,000 injury-per occurrence; \$1,000,000 disease-per employee; \$1,000,000 disease-policy limit

Such insurance must evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

C. Comprehensive General Liability with coverage written on an “occurrence” basis and with limits no less than:

- (1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.
- (2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence
- (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement

- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions must be deleted.

Railroad exclusions must be deleted if Work Site is within 50 feet of any railroad track.

All employees must be included as insured.

- D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company’s consent.

- E. Owner’s and Contractor’s Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

- F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

- G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$\_\_\_\_\_.

H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

\_\_\_\_\_  
\_\_\_\_\_

The Additional Insured endorsement must identify Owner as follows:

The City of Des Plaines and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

I. Other Parties as Additional Insureds. In addition to Owner, the following parties must be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____

7. Contract Price:

**SCHEDULE OF PRICES**

A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of (*write in numbers only*):

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

All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2012, without limitation to “extra work.” Contractor shall be paid in installments (see below). Contractor must submit Pay Requests including itemized statements of the

cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.

For providing, performing, and completing all Work, the total Contract Price of *(write in numbers only)*:

\$250,000.00

B. UNIT PRICE CONTRACT

NOTE: If Owner has provided a separate form Schedule of Pricing attached to this Attachment A, then that Schedule of Prices will be used and this Subsection B should not be used. If Owner has not provided a separate form Schedule of Prices, then this Subsection B should be used.

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

**COMPLETE TABLE AS INDICATED**

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

TOTAL CONTRACT PRICE *(write in numbers only)*:

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

C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

(1) For providing, performing, and completing all Work related to *[describe lump sum work]*, the total sum of *(write in numbers only)*:

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

- (2) For providing, performing, and completing all Work related to *[describe unit price work]*, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

**COMPLETE TABLE AS INDICATED**

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

TOTAL CONTRACT PRICE, being the sum of (1) plus the extension of (2) *(write in numbers only)*:

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

- D. 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.

**8. Progress Payments:**

- A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

- B. Value of Work. The Value of the Work will be determined as follows:
- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.  
  
Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner’s determination of the value of the Work completed.
  - (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner’s estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.
- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. **Per Diem Administrative Charge:**

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

No Charge

10. **Standard Specifications:**

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

"State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

"Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

The Contract also includes Owner's City Code and Building Codes.

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

See Attachment D for any special project requirements.

**CITY**

**CONTRACTOR**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_, 20\_\_\_\_  
Date

\_\_\_\_\_, 20\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date

If compensation greater than \$25,000, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_, 20\_\_\_\_  
Date



**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION  
OF *[insert name of project]***

**EXHIBIT A TO TASK ORDER**

**SPECIFICATIONS**

**[TO BE SUPPLIED BY OWNER]**

**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION  
OF [*insert name of project*]**

**EXHIBIT B TO TASK ORDER**

**LIST OF DRAWINGS**

**[TO BE SUPPLIED BY OWNER]**

<u>SHEET NOS.</u>	<u>SHEET TITLES</u>	<u>DATE LAST REVISED</u>
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**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION  
OF [*insert name of project*]**

**EXHIBIT C TO TASK ORDER**

**SPECIAL PROJECT REQUIREMENTS**

**[TO BE SUPPLIED BY OWNER]**



**MEDIA SERVICES**

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.6122  
desplaines.org

**MEMORANDUM**

Date: February 5, 2024  
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
From: Maureen Stern, Media Services Director *MS*  
Subject: Agreement with Oakton College for City Hosted Events

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**Issue:** Attached for consideration and approval are two agreements between the City of Des Plaines and Oakton College allowing the City to use the Oakton College campus for a fireworks display to celebrate the Independence Day holiday and a fall celebration event.

**Analysis:** The agreements set forth each party's duties and responsibilities for the use of Oakton College property for the fireworks display on Sunday, June 30, 2024, and Harvest Hoot on Saturday, October 19, 2024.

**Recommendation:** Staff requests that the City Council approve the attached resolution authorizing the City Manager to execute and the City Clerk to attest the agreements with Oakton College for the use of its property for the June 30 fireworks display and Oct. 19 Fall event.

***Attachments:***

- Resolution R – 36 – 24
- Exhibit A – Agreements
- Exhibit B – Map

**CITY OF DES PLAINES**

**RESOLUTION R - 36 - 24**

**A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENTS WITH OAKTON COLLEGE REGARDING CITY-HOSTED EVENTS.**

**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 host the following events on the campus of Oakton College: (i) a fireworks display on June 30, 2024 for the public; and (ii) a fall celebration event on October 19, 2024 (collectively, the “*Events*”); and

**WHEREAS**, the City and Oakton desire to enter into intergovernmental agreements to set forth their respective rights and obligations regarding the Events (“*Agreements*”); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City and the public to enter into the Agreements with the Oakton;

**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 AGREEMENTS.** The Agreements with Oakton College are hereby approved in substantially the form attached to this Resolution as *Group Exhibit A*, and in a final form and substance to be approved by the General Counsel.

**SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENTS.** The City Manager and the City Clerk are 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.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

---

**MAYOR**

ATTEST:

Approved as to form:

---

**DEPUTY CITY CLERK**

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**Peter M. Friedman, General Counsel**

**Contract for Use of Facilities between the  
City of Des Plaines  
and  
Oakton College**

**Agreement:**

The City of Des Plaines (the “City”) has permission to use the Des Plaines campus of Oakton College (“Oakton” or “the College”) (individually, the City and Oakton are a “Party” and, collectively, the City and Oakton are referred to as the “Parties”) for a fireworks display (the “Event”), at no cost to either the City or Oakton, subject to the terms contained herein.

Time and Place of Event:

The Event will take place on Sunday, June 30, 2024, from 5 p.m. until approximately 11 p.m. The fireworks will be set over the lake and viewed by the attendees from various points across the College campus. Fireworks will begin approximately at dusk on June 30 and will last no later than 11:00 p.m.

Limitations:

1. There is to be no access to or use of the acreage north of parking lot A (Oakton’s soccer fields).
  2. There will be absolutely no access to Oakton’s indoor facilities for any reason.
- The City will notify Event participants, vendors and related personnel of this provision.

The map attached to this Agreement indicates the areas in which activities will take place.

Set-up:

Set-up of the Event will begin on June 27 in the morning. A meeting is to be arranged in mid-June with the City staff and members of the College Facilities staff and the Office of Public Safety before any set up activity begins. This will permit both parties to clarify expectations and to discuss detail regarding needs. Oakton’s Facilities staff must be consulted regarding the location of equipment in order to prevent damage to underground power sources and sprinklers. The Event organizers will contact the College to establish a date and time for this meeting.

Rain Date and Conditions:

In the event of rain and cancellation of fireworks, a rain date fireworks display scheduled within six months of June 30, 2024 has been authorized.

In the event that the City must postpone the Event, it is imperative that contact be made with the College immediately on June 30. It is critical that this contact be made as quickly as possible so that personnel for the College can be coordinated for the rain date and so that the College is prepared to respond to questions of the public and media in regard to the rain date.

Under this circumstance, the City will be permitted to leave the set up in place through July 1. However, the College will not be held responsible for the safety of this property. Additional efforts to secure this property and equipment are the responsibility of the City and must be coordinated with and conducted with the approval of the Oakton College Department of Public Safety.

## **Oakton Will:**

### Personnel.

Oakton will provide:

- personnel to secure the interior of the building who are employees of the Oakton Police Department
- an electrician, available the day/night of the event at a time specified by the City.

Any additional Oakton personnel requested by the City (or as a result of an addition or change to this agreement) will be provided at the City's expense.

### Available Services.

Oakton will provide limited power to the Campus' peninsula area to support the Event.

- Water will be available only from one outdoor faucet, and a hose will be provided.
- Oakton will activate the telephones located near the Lot D entrance doors outside the building so that Event patrons may make local calls at no charge.

### Notice of Other Events.

At least 30 days prior to the Event, Oakton will provide the City will notice regarding other events taking place near the location of the Event or that will cause parking or other logistical complications for the Event.

## **The City Will:**

### Traffic Control.

The City will be responsible for all aspects of traffic related to the Event, including orderly ingress and egress and parking. No one attending the Event will be allowed to park on the grass or any other unpaved areas, or on College or Circle Drives.

### Toilet Facilities.

As there is no access to College buildings, the City will provide portable toilets and hand washing stations for Event patrons.

### Post-Event Clean-Up.

The City will restore the Event site to a state comparable to its condition prior to the Event. The City will be responsible for removal of trash and debris after the Event; in addition, the City will survey the condition of the Event site early on the following day in the daylight. Any equipment that cannot be removed immediately after the Event, including but not limited to tents, tables and portable toilets, will be removed the day following the Event. Oakton's Campus must be in suitable condition for its students, employees and visitors when Oakton re-opens for classes and regular business at 7 a.m. on Monday, July 1, 2024.

### Alcohol & Tobacco.

The City will not allow anyone to sell, serve or consume alcoholic or alcohol-like beverages at the Event. Publicity will advise Event patrons that consumption of alcoholic beverages anywhere on Oakton's Campus is prohibited.



Retention Pond Safety and Maintenance.

The City will be responsible for ensuring that all Event patrons, attendees and workers stay away from the retention pond on Oakton’s Campus and refrain from throwing rocks and debris in the retention pond. Of primary concern is the safety of Event patrons who may fall into or attempt to swim in the pond.

Fencing of Firework Area.

The City will provide fencing around the fireworks area and the City will provide personnel during the fireworks to ensure that this area is not used.

Hold Harmless and Insurance.

The City agrees to defend, indemnify and hold harmless Oakton, its Trustees, officers, employees and agents, from and against any claims, suits, liabilities, costs and damages, including, without limitation, attorneys’ fees, arising out of or related to the use of Oakton’s Campus for the Event.

The City and the pyrotechnician retained for the Event will each provide a Certificate of Insurance to Oakton, verifying that Oakton (properly known as “The Board of Trustees of Community College District No. 535, County of Cook, State of Illinois, a body politic and corporate”) is an additional insured under a general liability policy of at least \$1 million with an insurance company acceptable to Oakton, insuring all parties against claims for bodily injury or death to any person who is on Oakton’s Campus as a result of the Event.

College Contact and Coordinator:

The City’s primary contact at the College will be Joe Scifo, Director of Facilities (847-635-1784) and the alternative contact will be Jeff Hoffmann, Chief of Police and Emergency Management (847-635-1881).

Signature:

On behalf of the City and the College the signatures below signify agreement to adhere to the conditions as set forth above and attached hereto.

OAKTON COLLEGE

ACCEPTED:

\_\_\_\_\_

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

Name:

Michael Bartholomew

Title:

For the City of Des Plaines

Date:

Date:

Attachment: Map of Oakton College Des Plaines Campus

**Contract for Use of Facilities between the  
City of Des Plaines  
and  
Oakton College**

**Agreement**

The City of Des Plaines (the “City”) has permission to use the Des Plaines campus of Oakton College (“Oakton” or “the College”) (individually, the City and Oakton are a “Party” and, collectively, the City and Oakton are referred to as the “Parties”) for a fall celebration event (the “Event”), at no cost to either the City or Oakton, subject to the terms contained herein.

Time and Place of Event:

The Event will take place on Saturday, October 19, 2024, from 11 a.m. until approximately 8 p.m. The event will be set in the parking lots and grassy area next to the pond.

Limitations:

1. There is to be no access to or use of the acreage north of parking lot A (Oakton’s soccer fields).
  2. There will be absolutely no access to Oakton’s indoor facilities for any reason.
- The City will notify Event participants, vendors and related personnel of this provision.

The map attached to this Agreement indicates the areas in which activities will take place.

Set-up:

Set-up of the Event will begin on October 18 in the morning.

A meeting is to be arranged in mid-September with the City staff and members of the College Facilities staff and the Office of Public Safety before any set up activity begins. This will permit both parties to clarify expectations and to discuss detail regarding needs. Oakton’s Facilities staff must be consulted regarding the location of equipment in order to prevent damage to underground power sources and sprinklers. The Event organizers will contact the College to establish a date and time for this meeting.

Rain Date and Conditions:

In the event that the City must postpone the Event, it is imperative that contact be made with the College immediately. It is critical that this contact be made as quickly as possible so that personnel for the College can be coordinated for the rain date and so that the College is prepared to respond to questions of the public and media in regard to the rain date.

Under this circumstance, the City will be permitted to leave the set up in place through October 21. However, the College will not be held responsible for the safety of this property. Additional efforts to secure this property and equipment are the responsibility of the City and must be coordinated with and conducted with the approval of the Oakton Community College Department of Public Safety.

## **Oakton Will:**

The City will be responsible for all aspects of traffic related to the Event, including orderly ingress and egress and parking. No one attending the Event will be allowed to park on the grass or any other unpaved areas, or on College or Circle Drives.

### Toilet Facilities.

As there is no access to College buildings, the City will provide portable toilets and hand washing stations for Event patrons.

### Post-Event Clean-Up.

The City will restore the Event site to a state comparable to its condition prior to the Event. The City will be responsible for removal of trash and debris after the Event; in addition, the City will survey the condition of the Event site early on the following day in the daylight. Any equipment that cannot be removed immediately after the Event, including but not limited to tents, tables and portable toilets, will be removed the day following the Event. Oakton's Campus must be in suitable condition for its students, employees and visitors when Oakton re-opens for classes and regular business at 7 a.m. on Monday, October 21, 2024.

### Alcohol & Tobacco.

The City will not allow anyone to sell, serve or consume alcoholic or alcohol-like beverages at the Event. Publicity will advise Event patrons that consumption of alcoholic beverages anywhere on Oakton's Campus is prohibited.

### Retention Pond Safety and Maintenance.

The City will provide signage around the pond area and the City will provide personnel during the event to ensure that this area is not used. The City will be responsible for ensuring that all Event patrons, attendees and workers stay away from the retention pond on Oakton's Campus and refrain from throwing rocks and debris in the retention pond. Of primary concern is the safety of Event patrons who may fall into or attempt to swim in the pond.

### Soccer Fields

The City will provide signage around the perimeter of the soccer fields north of Lot A to limit access during the event to ensure this area is not used.

### Hold Harmless and Insurance.

The City agrees to defend, indemnify and hold harmless Oakton, its Trustees, officers, employees and agents, from and against any claims, suits, liabilities, costs and damages, including, without limitation, attorneys' fees, arising out of or related to the use of Oakton's Campus for the Event.

The City will provide a Certificate of Insurance to Oakton, verifying that Oakton (properly known as "The Board of Trustees of Community College District No. 535, County of Cook, State of Illinois, a body politic and corporate") is an additional insured under a general liability policy of at least \$1 million with an insurance company acceptable to Oakton, insuring all parties against claims for bodily injury or death to any person who is on Oakton's Campus as a result of the Event.

### College Contact and Coordinator:

The City's primary contact at the College will be Joe Scifo, Director of Facilities (847-635-1784)

and the alternative contact will be Jeff Hoffmann, Chief of Police and Emergency Management (847-635-1881).

Signature:

On behalf of the City and the College the signatures below signify agreement to adhere to the conditions as set forth above and attached hereto.

OAKTON COLLEGE

ACCEPTED:

\_\_\_\_\_

Name:

Title:

Date:

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

Michael Bartholomew

For the City of Des Plaines

Date:

Attachment: Map of Oakton College Des Plaines Campus



Date: 1/24/2024



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: January 25, 2024

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

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

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

Subject: Approve Purchase – Low Boy & Dump Trailers through Sourcewell

**Issue:** The approved 2024 budget includes funding for a low boy trailer and debris trailer for the Freightliner Tractor which was approved by the City Council at its January 16, 2024 meeting.

**Analysis:** The Public Works Department is in the process of procuring a semi tractor which will be utilized to pull multiple trailers for equipment and material handling. The low boy trailer will be utilized for hauling excavation equipment and aerial lifts utilized by the department. The dump body trailer will be utilized for material handling.

After review of trailer suppliers, ILOCA Services, Inc. is a regional trailer supplier of the low boy trailer manufactured by Talbert model T2-35CC-HRG-T1 and the dump body trailer manufactured by MAC Waste Trailer, Inc. which were chosen to best fit the City's needs. ILOCA has provided pricing for both trailers through Sourcewell Contract numbers # 092922-TBT and #092922-MCT respectively in the amount of \$154,168.21.

**Recommendation:** We recommend the purchase of a Talbert Low Boy Trailer and MAC waste trailer through Sourcewell pricing, from ILOCA Services, Inc., 9S104 Frontenac St., Aurora, IL 60504 in the amount of \$154,168.21. Source funding will be from the Water/Sewer Equipment Replacement account (500-00-570-0000.8015).

**Attachments:**  
Resolution R-37-24  
Exhibit A - Contract

CITY OF DES PLAINES

RESOLUTION R - 37 - 24

**A RESOLUTION AUTHORIZING THE PURCHASE OF A LOW BOY AND DUMP BODY TRAILER FROM ILOCA SERVICES, INC. THROUGH SOURCEWELL.**

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

**WHEREAS**, the City has appropriated funds in the Equipment Replacement Fund for use by the Public Works and Engineering Department during the 2024 fiscal year for the purchase of a Talbert model T2-35CC-HRG-T1 low boy trailer and a MAC Waste Trailer, Inc. dump body trailer (collectively, the "*Equipment*"); and

**WHEREAS**, the City is a member of the Sourcewell, formerly National Joint Powers Alliance ("*Sourcewell*"), a public agency that provides cooperative purchasing solutions for government and educational agencies, resulting in significant savings for the City; and

**WHEREAS**, Sourcewell has identified ILOCA Services, Inc. ("*Vendor*") as a regional distributor for Talbert and Mac trailers as a qualified bidder and awarded Contracts #092922-TBT and #092922-MCT to the Vendor for the purchase of the Equipment; and

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

**WHEREAS**, the City desires to enter into an agreement with Vendor for the purchase of the Equipment in the not-to-exceed amount of \$154,168.21 ("*Agreement*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Vendor for the purchase of the Equipment in accordance with Sourcewell Contracts #092922-TBT and #092922-MCT in the not-to-exceed amount of \$154,168.21;

**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 Agreement is approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Council.

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

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

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2024.

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

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

Approved as to form:

ATTEST:

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

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

DP-Resolution Approving Purchase of a Low Boy and Dump Trailer thru Sourcewell



CITY OF DES PLAINES

CONTRACT FOR PRICING AND DELIVERY OF
Talbert model T2-35CC-HRG-T1 Trailer through Sourcewell Contract: #092922-TBT
And
MAC Steel Dump Trailer through Sourcewell Contract: #092922-MCT

Full Name of Vendor ILOCA Services, Inc.
Principal Office Address 9S104 Frontenac St., Aurora, IL, 60504
Local Office Address
Contact Person Mark Floyd Telephone Number 630-618-5121

TO: City of Des Plaines
1111 Joseph Schwab Rd.
Des Plaines, Illinois 60016
Attention: Tom Bueser/Ralph Magak

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

1. Contract to Deliver Products

A. Contract and Products. The Vendor shall, deliver to the City, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in this Contract (the "Products") in new, undamaged, and first-quality condition. Vendor further shall:

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

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

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

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

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

2. Pricing

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

Table with 3 columns: Description of Product, Quantity of Product, Unit Price of Product. Rows include Talbert model T2-35CC-HRG-T1 trailer and MAC Steel Dump Trailer.

If the City has specified the Quantity of Products to be delivered to the City on Page 1 of this Contract, then the Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

154,168 Dollars and 21 Cents (in figures only)

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

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

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

C. Time of Payment

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

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 the Vendor to perform under this Contract.

### 3. Contract Time

The Vendor shall deliver the Products to the City at the Delivery Address not later than November 1, 2024 ("**Delivery Date**"). Without waiving any other remedies available to the City under this Contract or at law or in equity, if the Vendor delivers the Products to the City more than 60 days after the Delivery Date, then the total Contract Price shall be reduced by one half of a percent for every seven-day period that elapses within the period of time beginning on the day after the Delivery Date and ending on the actual date that the Vendor delivers the Products to the City. Atlas Bobcat must notify the City in writing immediately of any delays emanating from Supply Chain, or Parts availability delays. It will be the City's discretion to waive penalty or extend the Delivery Date based on information provided.

### 4. Financial Assurance

A. Indemnification. The Vendor shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract.

B. Penalties. The Vendor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract.

### 5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided the City accepts this Contract within 30 days after the date this sealed Contract is opened.

### 6. Bidder's Representations and Warranties

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

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of 2 years or 2000 hours whichever occurs first manufacturer warranties after delivery to the City: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the City.

B. Compliance with Laws. All Products, and all of their components, shall comply with, and the Vendor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract shall be deemed to be inserted herein.

C. Not Barred. The Vendor is not barred by law from contracting with the City or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (3) any other reason.

D. Qualified. The Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the Products at the Contract Price and within the Contract Time set forth above.

## 7. Acknowledgements

In submitting this Contract, the Vendor acknowledges and agrees that:

A. Reliance. The City is relying on all warranties, representations, and statements made by the Vendor in this Contract.

B. Binding Effect. The Vendor is bound by each and every term, condition, or provision contained in this Contract and in the City's written notification of acceptance in the form included in this bound set of documents.

C. Remedies. Each of the rights and remedies reserved to the City in this Contract are cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract. Except where specifically stated otherwise, references in this Contract to days shall be construed to refer to calendar days and time.

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

G. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

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

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

DATED this 6<sup>th</sup> day of February 2024.

Vendor's Status: (X) ILLINOIS Corporation ( ) Partnership ( ) Individual Proprietor  
(State) (State)

Vendor's Name: ILOCA SERVICE INC

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

Signature of Vendor or Authorized Agent: *Siobhan Kennedy*

(corporate seal) Printed Name: SIOBHAN KENNEDY  
(if corporation)

Title/Position: ADMIN LEAD

Vendor's Business Address: 9S104 FRONTENAC ST. AURORA, ILLINOIS 60504

Vendor's Business Telephone: 630-548-2600 Facsimile: 630-548-2700

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
DANIEL P THOMPSON	PRESIDENT	9S104 FRONTENAC ST, AURORA, IL

**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 (the "City") this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the Products 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 the City without further notice of objection and shall be of no effect nor in any circumstances binding upon the City unless accepted by the City in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the City 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**

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

Title: City Manager



**ILoca Services Inc.**  
 9S104 Frontenac St  
 Aurora IL 60504  
 P: (888) 736-4826  
 F: (630) 548-2700

Date: 01/08/2024  
 Order#: DE-02863  
 Terms: Cash  
 Salesperson: Mark Floyd

Sold To/Billed To: PROS-056991  
 CITY OF DES PLAINES  
 1111 JOSEPH J SCHWAB RD  
 DES PLAINES IL 60016  
 P:(847) 391-5477

Deliver To:  
 ILoca Services, Inc.  
 9S104 S Frontenac St  
 Aurora, IL 60504

<b>Stock#:</b>	<b>VIN: To Be Assigned</b>	<b>2024 TALBERT T2-35CC-HRG-T1</b>	<b>Price:</b>	<b>\$74,795.21</b>
			DELIVERY FEE	\$750.00
			Pre Delivery Inspection Fee	\$1,300.00
			License-Title:	\$395.00
			<b>Unit Price:</b>	<b>\$77,240.21</b>

New Talbert 35CC Tandem axle Lowboy - see attached Spec - FOB Aurora, IL. Talbert Manufacturing Inc. to produce VIN and determine production date. Need Signed Sales Order and Signed Spec, and City of Des Plaines, IL PO# to order trailer. NEED SALES TAX and FET Exemptions

Dealer Name ILoca Services, Inc.

Salesman Mark Floyd

Quote Number QN51897 Rev1 - Sourcewell Contract: #092922-TBT

Model T2-35CC-HRG-T1

Talbert Manufacturing Inc.

Sourcewell Member ID #Sourcewell Member ID #44355

Address 9S104 Frontenac Road  
 Aurora, IL 60504

Talbert Suggested Dealer List Price \$87,994.37

Sourcewell Discount (15%) (\$13,199.16)

Total Sales Price to Sourcewell Member \$74,795.21

Additional Dealer Charges

Freight From Factory to Dealer \$750.00

Taxes (NEED EXEMPTION FORMS) \$0.00

Pre Delivery Inspection Fee \$1,300.00

Grand total \$77,240.21

To ensure full warranty coverage, manufacturer recommends re-torquing wheels after the first 50 miles of service.

**YOUR FULL SERVICE SEMITRAILER DEALER**  
**RENTALS • SALES • SERVICE • PARTS • LEASING**

Thank you for your business! ILoca - Your Partner For The Long Haul ®

www.semitrailers.net





**ILoca Services Inc.**  
 9S104 Frontenac St  
 Aurora IL 60504  
 P: (888) 736-4826  
 F: (630) 548-2700

Date: 01/08/2024  
 Order#: DE-02863  
 Terms: Cash  
 Salesperson: Mark Floyd

Sold To/Billed T PROS-056991  
 CITY OF DES PLAINES  
 1111 JOSEPH J SCHWAB RD  
 DES PLAINES IL 60016  
 P:(847) 391-5477


Deliver To:  
 ILoca Services, Inc.  
 9S104 S Frontenac St  
 Aurora, IL 60504

It is agreed that possession of the equipment traded in described above will be accepted by ILoca Services, Inc. subject to the express condition that title and ownership thereto shall remain in ILoca Services, Inc. or its assigns on any new or used purchased equipment From ILoca Services, Inc. until the purchase price is paid in full, and any and all titles on any trailers or equipment traded in are in the position of ILoca Services, Inc. All used goods delivered hereunder or as a result hereof are sold "as is" without warranty of any kinds and there is NO warranty of merchantability of fitness or purpose made whatsoever. No ILocaServices, Inc. employee, other than the president, is authorized to give any warranties whatsoever on new or used goods. All new manufactured trailers warranted by trailer manufacturer only. If Trailer manufacturer goes out of business, ILoca is not responsible for any warranty issues that may arise. Purchaser understands and agrees that upon acceptance by ILoca, this order is non-cancelable after 5 days after order, or upon delivery of trailer or trailers, or whichever comes first, in full or in part. ILoca Services, Inc. is not responsible for any delays, cancellations, or shutdowns by third party manufacturers or factories that are beyond ILoca Services, Inc. control for any delivery schedule. It is also agreed that ILoca Services, Inc will not be held responsible for any other liabilities, lost revenue, or damages of any kind caused by the use or non use of trailer or trailers purchased from ILoca Services, Inc.. Purchaser agrees to hold seller harmless for any and all claims whether it be past, present, or future, or of any kind or nature wherever suited. Attention: Axle nuts must be retorqued after the first 50 miles. ILoca is not responsible for any issues arising from failure to do so.

SALES PRICE	\$77,240.21
TAX	\$0.00
TOTAL PRICE	\$77,240.21
LESS TRADE IN	\$0.00
LESS DOWNPAYMENT	\$0.00
UNPAID BALANCE	\$77,240.21

Please Remit Payment To:  
 ILOCA SERVICES - AURORA  
 PO BOX 773395  
 CHICAGO, IL 60677-3395

PENDING ILOCA APPROVAL

Accepted By \_\_\_\_\_ Date \_\_\_\_\_ Sales Representative  Date 1/9/24  
 Company CITY OF DES PLAINES

To ensure full warranty coverage, manufacturer recommends re-torquing wheels after the first 50 miles of service.

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**RENTALS • SALES • SERVICE • PARTS • LEASING**  
 Thank you for your business! ILoca - Your Partner For The Long Haul @  
 www.semitrailers.net



# **ILoca** Services, Inc.

RENTALS • SALES • SERVICE • PARTS • LEASING

## semitrailers.net

**Model:** T2-35CC-HRG-T1

**Capacity in tons:** 35



### 1. GOOSENECK

Gooseneck design	Contoured
Loaded 5th wheel height	49"
Swing radius	96" with alternate settings at 96" and 84"
Support cylinder	Hydraulically operated
Power source	Power package & PTO: 8HP HONDA gas engine mounted in base section with controls on side of gooseneck WITH hinged cover (paddle latches) - connections for PTO also
Gooseneck locks	Removable adjustment block for 2" below and standard road clearance
Electrical receptacle	Seven pin connector
Coverplate	Aluminum
Additional gooseneck specifications	None

### 2. DECK

Deck section design	Four beam
Deck section length	24'-0" (23'-6" clear)
Deck section width	8'-6"
Loaded road clearance	6"
Loaded deck height	20"
Flooring	1-1/2" apitong secured with deck screws; no lumber between main beams
Gooseneck/deck connection	Horizontal pin and plate with remote lock
Deck/rear bridge connection	Fixed/welded
Outriggers	12" swinging/removable with double hook-on at front of deck
Expanded metal	Between main beams 1st deck section at front
Additional deck specifications	None

### 3. REAR BRIDGE

Rear bridge section height	36"
Rear bridge section width	8'-6"
Number of axles	2
Axle spacing	54"
Axle capacity	25,000# - GAWR 20,280#
Brakes	16-1/2" x 7" air actuated with spring brakes on one axle



	Anti-lock brake system	2 sensor, 1 modulator system
	Wheels	Ten (10) stud; 285.75mm BC steel disc hub piloted system with oil seals
	Tires	Eight (8) 255/70R22.5 (H) 16PR radials
	Suspension	Ridewell air
	Exhaust Valve	Manual
	Manual raising & lowering (+3"/-3")	Talbert +3",-3" with over ride chains on all axles
1	Suspension options	Right Weigh scale at rear of trailer
	Rear Bridge Center Section	Boom well, cross members recessed - recess 1st member additionally
	Wide center bolster	With chain slots and flag holder slots
	Rear half bolster	Rear of axle 2 with flag holder slots
	Front bridge ramp	Sloped to deck outboard of main beams with smooth plate and traction bars
1	Beavertail	None
	Additional rear bridge specifications	Omit 1st cross member in rear bridge section (shock mount cross member)
<b>4. GENERAL</b>		
	Lights and wiring	12 volt LED system including mid-turn lights, license plate light regular
	Paint	Valspar standard Talbert black
	Lash rings	8 total - 4 each side of deck
	Additional general specifications	None

City of Des Plaines, IL - Signed Talbert Lowboy Specs

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

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

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



**ILoca Services Inc.**  
 9S104 Frontenac St  
 Aurora IL 60504  
 P: (888) 736-4826  
 F: (630) 548-2700

**Date:** 01/17/2024  
**Order#:** DE-02868  
**Terms:** Cash  
**Salesperson:** Mark Floyd

Sold To/Billed To: PROS-056991  
 CITY OF DES PLAINES  
 1111 JOSEPH J SCHWAB RD  
 DES PLAINES IL 60016  
 P:(847) 391-5477

Deliver To:  
 ILoca Services, Inc.  
 9S104 S Frontenace St  
 Aurora, IL 60504

<b>Stock#:</b>	<b>VIN: To Be Assigned</b>	<b>2025 MAC STEEL DUMP TRAILER</b>	<b>Price:</b>	<b>\$75,533.00</b>
			DELIVERY FEE	\$1,000.00
			License-Title:	\$395.00
			<b>Unit Price:</b>	<b>\$76,928.00</b>

New Ordered MAC 23' Steel Quarter Frame Half-Round End Dump - See attached Spec #87498 - need copies of FET and Illinois Sales Tax exemptions. To order trailer requires signed sales order, signed specs, and City of Des Plaines PO# for amount of the sales order. VIN to be assigned by MAC Trailer.  
 Sourcewell Member MAC Trailer #44355  
 Sourcewell Contract #092922-MCT

To ensure full warranty coverage, manufacturer recommends re-torquing wheels after the first 50 miles of service.

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[www.semitrailers.net](http://www.semitrailers.net)



Customer Order Confirmation



**ILoca Services Inc.**

9S104 Frontenac St  
 Aurora IL 60504  
 P: (888) 736-4826  
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Date: 01/17/2024  
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 ILoca Services, Inc.  
 9S104 S Frontenace St  
 Aurora, IL 60504

It is agreed that possession of the equipment traded in described above will be accepted by ILoca Services, Inc. subject to the express condition that title and ownership thereto shall remain in ILoca Services, Inc. or its assigns on any new or used purchased equipment From ILoca Services, Inc. until the purchase price is paid in full, and any and all titles on any trailers or equipment traded in are in the position of ILoca Services, Inc. All used goods delivered hereunder or as a result hereof are sold "as is" without warranty of any kinds and there is NO warranty of merchantability of fitness or purpose made whatsoever. No ILocaServices, Inc. employee, other than the president, is authorized to give any warranties whatsoever on new or used goods. All new manufactured trailers warranted by trailer manufacturer only. If Trailer manufacturer goes out of business, ILoca is not responsible for any warranty issues that may arise. Purchaser understands and agrees that upon acceptance by ILoca, this order is non-cancelable after 5 days after order, or upon delivery of trailer or trailers, or whichever comes first, in full or in part. ILoca Services, Inc. is not responsible for any delays, cancellations, or shutdowns by third party manufacturers or factories that are beyond ILoca Services, Inc. control for any delivery schedule . It is also agreed that ILoca Services, Inc will not be held responsible for any other liabilities, lost revenue, or damages of any kind caused by the use or non use of trailer or trailers purchased from ILoca Services, Inc.. Purchaser agrees to hold seller harmless for any and all claims whether it be past, present, or future, or of any kind or nature wherever suited. Attention: Axle nuts must be retorqued after the first 50 miles. ILoca is not responsible for any issues arising from failure to do so.

SALES PRICE	=	<b>\$76,928.00</b>
TAX	+	\$0.00
TOTAL PRICE	=	<b>\$76,928.00</b>
LESS TRADE IN	-	\$0.00
LESS DOWNPAYMENT	-	\$0.00
UNPAID BALANCE	=	<b>\$76,928.00</b>

Please Remit Payment To:  
 ILOCA SERVICES - AURORA  
 PO BOX 773395  
 CHICAGO, IL 60677-3395

PENDING ILOCA APPROVAL

Accepted By \_\_\_\_\_ Date \_\_\_\_\_ Sales Representative \_\_\_\_\_ Date \_\_\_\_\_

Company CITY OF DES PLAINES

To ensure full warranty coverage, manufacturer recommends re-torquing wheels after the first 50 miles of service.

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[www.semitrailers.net](http://www.semitrailers.net)





**MAC WASTE TRAILER, INC**

2360 W. MAIN ST.  
 ALLIANCE, OH 44601  
 Phone: (234) 214-6420

Website: WWW.MACTRAILER.COM

ILoca Services, Inc.  
 Mark Floyd -Sales  
 630-618-5121  
 mark@semitrailers.net

This offer is valid until the printed expiration date, and is subject to change at Manufacturer discretion based on market conditions.

STEEL QUARTER FRAME HALF ROUND				Quote ID # 87498	JOB #	Rev 7
<b>Customer</b>	ILOCA SERVICES, INC			<b>Balance Due</b>	\$75,533.00	
<b>Dealer Name</b>	ILOCA SERVICES, INC			<b>Cubic Yards</b>	25	
<b>Quote Date</b>	8/31/23	<b>Quote Expires</b>	9/30/23	<b>Oty</b>	1	<b>Weight</b> 15249 lbs. ***
<b>Dealer Salesman</b>	TOM LAGIGLIO		<b>Model Code</b>	SN	<b>Plant of Mfg</b> W	
<b>Cust P.O. #</b>	SW CONTRACT #092922-MCT		<b>Cust Unit #</b>	SOURCEWELL MEMBER #44355		

BODY	
LOAD PROFILE	MATERIAL, 80K GVWR
LENGTH	23
WIDTH	96
BODY STYLE	FULL RADIUS HARDOX AR450
FLOOR	1/4 IN. FULL
FLOOR MATERIAL	HARDOX AR450F
BODY SEAMS	STRAPS ON BOTTOM
VIBRATOR	NONE
WALL HEIGHT	56
TOP RAIL	5 1/2 IN. PIPE
TOP RAIL OPTION	SOLID
<b>SOLID</b>	
BOLSTER	(1) BOLSTER(s) 56" WH x 96" WIDE
REAR POCKET SLOPE	3
NO. OF INCHES TO EXTEND REAR POCKET	NONE
REAR SKIRTS	ALUMINUM SMOOTH PLATE FULL LENGTH
FRONT SKIRTS	NONE
HOIST	8-4-161 - CUSTOM
REMOTE GREASE	NONE
BULKHEAD TYPE	FLAT SLOPE NOSE
BULKHEAD LADDER	NONE
BULKHEAD DOOR	NONE
SIDES STEPS D.S.	STEEL LADDER AT REAR W/ ANGLE STEPS INSIDE
SIDES STEPS C.S.	NONE
FOLD DOWN LADDERS D.S.	NONE
FOLD DOWN LADDERS C.S.	NONE
SHOVEL HANGER	NONE
FRONT CAB SHIELD	12 IN. CAB SHIELD
FLAT FRONT FOR F2B ELECTRIC CABLE TARP	

LIGHTS	
LIGHT TYPE	GROTE L.E.D. W/ GROMMET
USE PENNY LIGHTS WHERE APPLICABLE	
LIGHT PANEL	3 LARGE - 3 LARGE - 3 LARGE
APRON	3/8 IN. X 4 IN. FULL LIGHT SHIELD
STD. MARKER LIGHTS	5 EACH SIDE
MID-TURNS	(1) PAIR L.E.D. (COMBO)
BACK-UP LIGHTS	(1) PAIR L.E.D. BACK-UP LIGHTS
ADD STROBES ILO BACK UP LIGHTS WIRED TO BLACK WIRE ON MAIN 7-WAY	
AUXILIARY CABLE	NONE

BACK-UP LIGHT WIRE	MAIN (BLACK WIRE)
(FOR STROBES)	
REAR POCKET LIGHTS	PAIR OF SMALL (MODEL 30)

### GATE

GATE SHEET THICKNESS	3/16 IN. HARDOX AR450F
GATE OPERATION	BALL VALVE
HINGE TYPE	AIR ASSIST HIGH LIFT (IN POCKET)
(IN POCKET OPTION ADDED +\$275.00 NET MORE THAN UNDER TOP RAIL)	
COAL DOOR	NONE
CHUTE	NONE
DOUBLE HANDLE DOOR	NONE
GATE BRACING	(4) PANEL
HALF ROUND ON GATE	NONE
ANGLE ON TOP OF GATE	NONE
SPREADER CHAINS	NONE
WINDERS / SAFETY LATCH	WINDERS (1) EACH SIDE (STEEL GATE)
TARP HOOKS	NONE

### PRIMARY AXLES

MODEL	CLOSED TANDEM
NO. OF PRIMARY AXLES	2
SUSPENSION	HEND. INTRAAX AAT-25K W/ HXL-5
AXLE SPACING	52
SUB-FRAME	QUARTER FRAME
AXLES	AXLE FOR INTRAAX ONLY
BRAKES	7 IN. XL, W/ 30-30 CHAMBERS
CAM GUARDS	HEND. INTRAAX
HUB AND DRUM	CAST W/ STEEL HUB HP 10 STUD TP, SS, 7 IN.
TIRES	GOODYEAR MARATHON RSS 11R 22.5 16 PLY
WHEELS	STEEL HP 22.5X8.25 - WHITE POWDER COATED
PRIMARY AXLE TIRE INFLATION SYSTEM	NONE

### LIFT AXLES

NO. OF LIFT AXLES	0
LIFT AXLE SUSPENSION	NONE
LIFT KIT	NONE
LIFT AXLE DISTANCE	N/A
LIFT AXLE	NONE
LIFT AXLE BRAKES	NONE
LIFT AXLE CAM GUARDS	NONE
LIFT AXLE HUB AND DRUM	NONE
LIFT AXLE TIRES	NONE
LIFT AXLE WHEELS	NONE
LIFT AXLE CONTROLS	NONE
FREE WHEEL VALVE	NONE
LIFT AXLE TIRE INFLATION SYSTEM	NONE

### STEERABLE LIFT AXLES

NO. OF STEERABLE AXLES	0
STEERABLE AXLE SUSPENSION	NONE
STEERABLE AXLE DISTANCE	N/A
STEERABLE AXLES	NONE
STEERABLE AXLE BRAKES	NONE
STEERABLE AXLE HUB AND DRUMS	NONE
STEERABLE AXLE TIRES	NONE
STEERABLE AXLE WHEELS	NONE
STEERABLE AXLE CONTROLS	NONE

### CHASSIS

PIN SETTING	16
5TH WHEEL PLATE	BREAK-AWAY PIN

5TH WHEEL PLATE HEIGHT	49 IN. HIGH
GALVANIZED SUSPENSION HANGERS	YES
(GALVANIZED HANGER OPTION ADDED +\$371.00-NET)	
DRAFT ARM	1/4 STEEL
SUSPENSION CONTROL	SUSPENSION DUMP W/ GATE CONTROL AND BALL VALVE
ABS FOR TRAILER	(1) 2S1M MERITOR / WABCO
SLACKS	AUTOMATIC
AXLE LUBRICATION	HXL, SYNTHETIC SEMI-FLUID GREASE
HUBDOMETER	NONE
DUST COVERS	NONE
TIRE CARRIER(S)	NONE
DOLLIES - LANDING GEAR - LANDING LEGS	JOST DROP STAND
REGISTRATION HOLDER	NONE
AIR GAUGE / SYSTEM	NONE
ENCLOSURE FOR SWITCHES	NONE
AIR TANKS	ALUMINUM TANK
HYDRAULIC HOSE FITTING	1 IN. X 108 IN. HOSE W/ WING FITTING
FLAPS FRONT OF TIRES	SHORT FLAP IN FRONT OF FRONT AXLE
FLAPS REAR OF TIRES	STANDARD REAR OF REAR TIRES
TOW / PINTLE HOOKS	NONE
BUMPER	NONE

### TARP

TARP MANUFACTURER	TARPSTOP FASTSLIDE CABLE TARP
*** PRICING REQUIRED ***	
TARP CONFIGURATION	NONE
TARP CONTROL	ELECTRIC
TARP COLOR	BLACK
BOW HOLDERS	NONE
TARP BRACKET	NONE
MOTOR	NONE

### PAINT

HANGERS	GALVANIZED
SUSPENSION COLOR	BLACK SOFT COAT
DOLLIES	BLACK (931716)
HOIST COLOR	BLACK (931716)
5TH WHEEL PLATE COLOR	BLACK (931716)
BODY COLOR	BLACK
MAC LOGOS	MAC DECALS BLACK
OPTIONAL SIGNS	NONE

### ACCESSORIES

LOAD LEVEL INDICATOR	NONE
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**Due to potential material cost increases, delivered unit pricing will be finalized 90 days prior to start of production.**

**Quote # 87498**

**Job #**

*Pricing is in U.S. Currency*

<b>UNIT PRICE</b>	<b>\$75,533.00</b>
FET	\$0.00
Sales Tax	\$0.00
<b>SUB TOTAL</b>	<b>\$75,533.00</b>
Freight	\$0.00
<b>FOB MfgLoc Total</b>	<b>\$75,533.00</b>
Trade In Allowance	\$0.00
Down Payment	\$0.00
<b>BALANCE DUE</b>	<b>\$75,533.00</b>

Sign for Spec #87498 - 4 pages  
Clty of De Plaines - Sales order DE-02868

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

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

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

**Thank you for your business**

**ORDER CANCELLATION POLICY**

Orders configured with common published and non-published options will not be subject to a cancellation penalty when the Manufacturer receives the request for cancellation 12 or more weeks prior to the scheduled production date. All cancellation requests received within 12 weeks but no less than 8 weeks of the scheduled production start date must be approved by the Product Manager for the specified product line and will be subject to a \$2500.00 cancellation fee. Cancellation requests within 8 weeks of the scheduled production start date will not be accepted.

**\*\*\* denotes a weight for reference only. Trailer weight will be provided with the engineering design approval packet.**



MEMORANDUM

Date: January 22, 2024  
To: Honorable Aldermen  
From: Andrew Goczkowski, Local Liquor Commissioner  
Cc: Vickie Baumann, Permit Technician, Registration & License Division  
Subject: Liquor License Request for a New Ownership for an Existing Liquor License

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

New Business: AHTRST Concessions LLC dba Chicago O'Hare Fairfield Inn  
Address: 2350 Mannheim Rd  
Class: Class A – Tavern seats 250 or less (on-site consumption only)  
Request: No new increase  
Previous Business: Crescent Hotels & Resorts LLC dba Chicago O'Hare Fairfield Inn

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed February 4, 2024, and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting scheduled for Monday, February 5, 2024.

A blue ink signature of Andrew Goczkowski.

Andrew Goczkowski  
Mayor  
Local Liquor Commissioner

**Attachment 1:** Application Packet





LOCAL LIQUOR COMMISSIONER

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

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: AHTRST Concessions, LLC dba Chicago O'Hare Fairfield Inn
Address: 2350 Mannheim Road, Des Plaines, IL Zip: 60018
Mailing Address: 5301 Headquarters Drive, Plano, TX 75024 Dept:
City: Plano St: Texas Zip: 75024
Email: karen.kovach@aimhosp.com Phone#:
972-952-0200 Day/Hours of Operations: Monday: 24 hours Tuesday:
24 hours Wednesday: 24 hours Thursday: 24 hours Friday: 24 hours Saturday:
24 hours Sunday: 24 hours

CLASSIFICATION

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

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

Title: See attached % of Stock:
Name:
Title: % of Stock:
Name:

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

**ADDITIONAL INFORMATION**

Does the applicant own the property or premises of the business?  NO  YES

If NO, please provide name/address of the property owner and expiration date of the executed lease:

Hall Des Plaines, LLC; 2323 Ross Avenue, Dallas, TX 75201; 1 year w/ automatic renewals

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

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

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

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

Officers of AHTRST Concessions, LLC hold various licenses across the US.

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

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

**AFFIDAVIT**

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

*[Signature]* INITIALS

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

*[Signature]* INITIALS

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

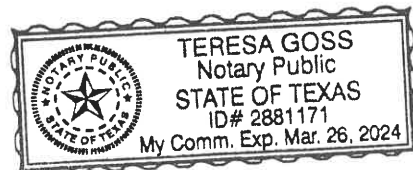
*[Signature]* INITIALS

*[Signature]*  
Signature of Owner

Karen L. Kovach  
Print Name

SUBSCRIBED and SWORN to before me this  
5<sup>th</sup> day of June, 2023.

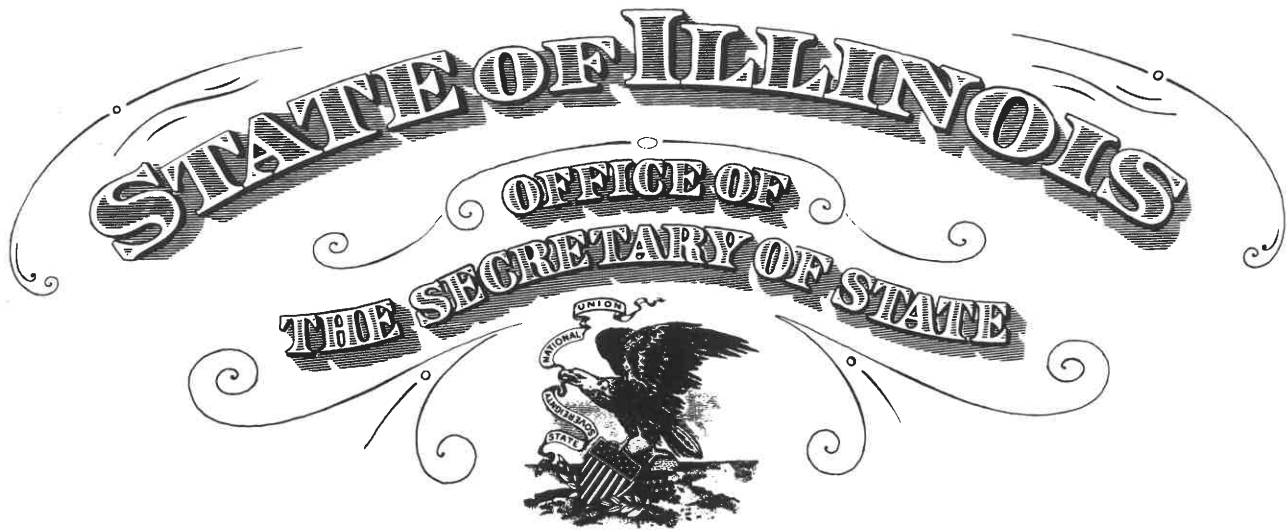
*[Signature]*  
NOTARY PUBLIC (STAMP SEAL BELOW)



**OWNERSHIP INFORMATION**

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

<b>NAME</b>	<b>TITLE</b>	<b>% of Stock</b>
AHTrust Concessions Trust	Sole Member	100%
Mark Milenko Chloupek	President, Secretary, Manager	0%
Karen Louise Kovach	Vice President	0%
Robert Paul Smith	Vice President	0%



**To all to whom these Presents Shall Come, Greeting:**

*I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

AHTRST CONCESSIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON SEPTEMBER 21, 2017, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 12TH day of JUNE A.D. 2023 .***



Authentication #: 2316301754 verifiable until 06/12/2024  
Authenticate at: <https://www.ilsos.gov>

*Alexi Giannoulis*  
SECRETARY OF STATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/31/2023

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

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

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Aimbridge Group Holdings, LP 5301 Headquarters Dr. Plano TX 75024 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Columbia Casualty Company	<b>NAIC #</b> 31127
	<b>INSURER B:</b> Starr Indemnity & Liability Company	<b>NAIC #</b> 38318
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 570102516361      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			1000100005231	11/01/2023	11/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Liquor Liability Lim \$1,000,000
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE  <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: BU# 55330000- Fairfield Inn & Suites Chicago O'Hare, 2350 Mannheim Rd., Des Plaines, IL 60018.

<b>CERTIFICATE HOLDER</b>  City of Des Plaines 1420 Miner St. Des Plaines IL 60016 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Southwest, Inc.</i>
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Holder Identifier :

Certificate No : 570102516361



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

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

**Illinois Business Authorization**

OFFICIAL DOCUMENT

**AHTRST CONCESSIONS LLC**

**DBA: FAIRFIELD INN & SUITES CHICAGO**

**2350 MANNHEIM RD**  
**DES PLAINES IL 60018-2955**

Loc. Code: 016-0015-1-001

**Des Plaines**  
**Cook County**

Expiration Date:  
**9/1/2023**


**Certificate of Registration**  
Sales and use taxes and fees

(4264-5247)

**ILLINOIS REVENUE**  
*[Signature]*  
Director

OFFICIAL DOCUMENT

Issued Date: **05/18/2023**



**HOTEL MANAGEMENT AGREEMENT**

between

**HALL DES PLAINES, LLC,**  
as Owner

and

**AIMBRIDGE HOSPITALITY, LLC**  
as Manager

**FAIRFIELD INN & SUITES CHICAGO O'HARE**

**DES PLAINES, ILLINOIS**

**March 28, 2023**

## **HOTEL MANAGEMENT AGREEMENT**

**THIS HOTEL MANAGEMENT AGREEMENT** is made as of the 28th day of March, 2023, between **HALL DES PLAINES, LLC**, a Texas limited liability company, as Owner, and **AIMBRIDGE HOSPITALITY, LLC**, a Delaware limited liability company, as Manager.

### **RECITALS**

- A. Owner is the owner of the Hotel.
- B. Manager is experienced in the management and operation of hotels, directly and through its Affiliates; and
- C. Owner and Manager desire to evidence their agreement with respect to the operation, direction, management, and supervision of the Hotel as more particularly set forth below.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Manager agree as follows:

### **ARTICLE 1 ENGAGEMENT OF MANAGER AND RELATIONSHIP OF THE PARTIES**

1.1 Owner hereby engages and appoints Manager, pursuant to the terms of this Agreement, as the sole and exclusive manager of the Hotel during the Operating Term to operate and manage the Hotel, and Manager hereby agrees and contracts to plan, operate, repair and manage the Hotel pursuant to the terms of this Agreement.

1.2 Owner and Manager acknowledge and agree that this Agreement creates an agency relationship; provided, however, that (a) each Hotel Employee shall be the employee of Manager or Manager's Affiliate and not of Owner, (b) Manager's authority is subject to the terms and conditions of this Agreement, and (c) nothing in this Agreement shall constitute, or be construed to be, or create, a partnership, joint venture or lease or employment arrangement between Owner and Manager with respect to the Hotel or the operation thereof.

1.3 Except as otherwise provided in this Agreement, (a) all debts and liabilities to third persons incurred by Manager in the course of its operation and management of the Hotel in accordance with the provisions of this Agreement shall be the debts and liabilities of Owner only, (b) Manager shall in no event be required to advance any of its funds (whether by waiver or deferral of its Management Fees or otherwise) for the operation of the Hotel, and (c) Manager shall not be liable for any such obligations by reason of its management, supervision, direction and operation of the Hotel as agent for Owner. Manager may so inform third parties with whom it deals on behalf of Owner and may take any other reasonable steps to carry out the intent of this paragraph. Manager shall not be deemed to be in default of its obligations under this Agreement to the extent it is unable to perform any obligation due to (i) the lack of sufficient funds therefor, either through Hotel operations or directly from Owner, or (ii) the failure of Owner to provide any applicable requisite Owner consent.

1.4 The parties further acknowledge and agree that the nature and scope of Manager's fiduciary duties (including without limitation the duties of loyalty, good faith, fair dealing and full disclosure), will be determined in accordance with the terms of this Agreement, and performance in accordance with the duties and obligations set forth herein, are intended to satisfy the fiduciary duties that may exist as a result of the relationship between the parties, and any other duty deemed to exist under the common law principles of agency or otherwise (other than the duty of good faith and fair dealing implied under general contract principles, independent of the common law principles of agency). To the extent any fiduciary or other duties that exist or are implied under the common



law principles of agency or otherwise (collectively for the purposes of this Section 1.4, the "Implied Duties") are inconsistent with, or would have the effect of modifying, limiting or restricting, the express provisions of this Agreement, the terms of this Agreement will prevail. Owner acknowledges and agrees that its consent to the transactions and conduct by Manager and its Affiliates described in this Agreement and its waiver of any Implied Duties has been provided in good faith and is made knowingly by Owner based on its adequate informed judgment as a sophisticated party after seeking the advice of competent and informed counsel, taking into consideration of Owner's knowledge and understanding of transactions with managers that are normal, customary, and reasonably expected in the hotel industry generally, as well as transactions that are reasonably expected by Owner under this Agreement.

1.5 This Agreement shall not be deemed at any time to be an interest in real estate or a lien or security interest against the Hotel, the Premises or any other land used in connection with the Hotel, or any equipment, fixtures, inventory, motor vehicles, contracts, documents, accounts, notes, drafts, acceptances, instruments, chattel paper, general intangibles, or other personal property now existing or that may hereafter be acquired or entered into with respect to the Hotel or the operation thereof.

## **ARTICLE 2 OPERATION OF HOTEL**

2.1 Subject to the terms of this Agreement and the Budgets, Hotel operations shall be under the exclusive supervision and control of Manager, which, except as otherwise specifically provided in this Agreement, shall be responsible for the proper and efficient operation, maintenance and repair of the Hotel in accordance with the terms of this Agreement, in each case subject to the availability of funds in the Operating Account or otherwise supplied by Owner. Subject to the terms of this Agreement, Manager shall have control and discretion in all aspects of the operation, direction, management and supervision of the Hotel. Specifically, during the Operating Term, Manager, as agent and for the account of Owner, or its Affiliates shall in accordance with the other applicable provisions of this Agreement, and only to the extent Owner has provided both (a) sufficient funds therefor (either through Hotel operations or directly from Owner) and (b) any applicable consent required of Owner under this Agreement.

A. Devote its knowledge, experience and efforts to operate and manage the Hotel pursuant to this Agreement in a businesslike manner in accordance with the Budgets, Operating Standards, and Major Agreements;

B. Determine Hotel policies including but not limited to (i) credit policies (including entering into agreements with credit card organizations), (ii) terms of admittance, (iii) charges for rooms, (iv) Employment Policies, (v) food and beverage policies, and (vi) entertainment and amusement policies;

C. Recruit, train, direct, supervise, employ and dismiss the Hotel Employees for the operation of the Hotel;

D. Arrange and contract for advertising, marketing, promotion, publicity and similar programs for the Hotel, subject to Owner's prior approval and Owner will provide its approval or rejection within forty-eight (48) hours following a request from Manager;

E. Negotiate and enter into contracts for the provision of services to the Hotel provided that the term of such contract shall be terminable at any time upon not more than 30 days written notice and the total expenditure by the Hotel pursuant to such contract shall not be in excess of \$15,000/year otherwise, Owner's prior written consent is required. Additionally, any contract entered into with one or more of Manager's Affiliates must be on terms that are at least as favorable as would be negotiated in an arms-length transaction with a third party and Manager must disclose in writing the nature of its relationship with the Affiliate prior to entering into such contract;

F. Upon receipt of all necessary information from Owner, apply for, process and take all necessary steps to procure and keep in effect in Owner's name (or, if requested by Owner and/or if required by the licensing authority, in Manager's name or that of one of its Affiliates, or both) all Permits and the sales tax registration(s) required for the operation of the Hotel;

G. Upon Owner's request, provide purchasing services for routine replacements and renewals of FF&E, Operating Equipment and Supplies necessary for the operation of the Hotel; non-routine purchases of such items may be provided pursuant to a separate written agreement on terms and conditions set forth therein (including a separate fee); provided, however, to the extent that Owner purchases any of the FF&E, Operating Equipment and Supplies used in connection with the operation of the Hotel, Owner will (i) provide to Manager sufficient information for Manager to maintain accurate books and records regarding sales and use tax accruals with respect to such purchases and pay such accruals out of Total Operating Revenues from the Hotel, and (ii) fully cooperate with Manager in the event of any related tax audit;

H. Provide accounting services as set forth in accordance with Sections 7.1 and 7.2;

I. Develop and implement policies, procedures and programs reasonably designed to comply with all Legal Requirements and use reasonable efforts to minimize the possibility that an activity or condition occurs on or about the Hotel in violation of any laws;

J. Cause all needed ordinary repairs and maintenance to the Hotel of which Manager is aware to be made, and supervise such repairs and maintenance; and

K. Provide such other services as are required under the terms of this Agreement.

2.2 Manager will be available to consult with and advise Owner, at Owner's reasonable request, concerning all policies and procedures affecting all phases of the conduct of business at the Hotel. Owner may consult directly with the executive management team at the Hotel or Manager's regional oversight team or other corporate employees of Manager, but will not consult with other Hotel Employees regarding the operation of the Hotel

2.3 Notwithstanding any other provision of this Agreement to the contrary, Manager's performance under this Agreement with respect to any Major Agreement shall be limited to the extent:

- (a) complete and accurate copies thereof, or summaries of the relevant provisions thereof, have been delivered to Manager sufficiently in advance to allow Manager to perform such obligations; and
- (b) the provisions thereof and/or compliance with such provisions by Manager (i) are applicable to the day-to-day operation, maintenance and non-capital repair and replacement of the Hotel or any portion thereof, (ii) do not require contribution of capital, (iii) do not materially increase Manager's obligations hereunder or materially decrease Manager's other rights hereunder, (iv) do not limit or purport to limit any corporate activity or transaction with respect to Manager or its Affiliates or any other activity, transfer, transaction, property or other matter involving Manager or its Affiliates other than at the site of the Hotel, and (v) are otherwise within the scope of Manager's duties under this Agreement.

Owner acknowledges and agrees, without limiting the foregoing, that any failure of Manager or the Hotel to comply with the provisions of any Major Agreement arising out of (1) the condition of the Hotel and/or the failure of the Hotel to comply with the provisions of such Major Agreement, prior to Manager's assuming the day-to-day management thereof, (2) construction activities at the Hotel that Manager has not agreed to oversee, (3) inherent limitations in the design and/or construction of, location of and/or parking at the Hotel, (4) instructions from Owner to operate the Hotel in a manner inconsistent with the Major Agreements and/or (5) Owner's failure to approve any matter requested by Manager in Manager's reasonable good faith business judgment as necessary or appropriate to achieve compliance with any Major Agreement, shall not be deemed a breach by Manager of its

obligations under this Agreement. Owner agrees to promptly provide Manager copies of any notice of default or breach received under any Major Agreement.

2.4 Manager may institute Legal Proceedings of a “non-extraordinary nature” (hereafter defined), in the name of Manager or the Hotel or Owner and by counsel designated by Manager. Initiation of, or defense of, Legal Proceedings of an “extraordinary nature” (hereafter defined) shall require Owner’s prior approval of the proceedings and counsel approved by Owner. In addition, Manager shall have the right to defend, through counsel designated by Manager, Legal Proceedings of a non-extraordinary nature against Owner or Manager resulting from the operation of the Hotel. The defense of Legal Proceedings against the Hotel of an extraordinary nature (including, without limitation, any aspect of any claims against Manager or Owner arising out of the operation of the Hotel as to which the insurance company denies coverage) shall be coordinated with Owner, designated counsel shall be subject to Owner’s reasonable approval (provided that Owner will not withhold its approval of panel counsel or similar commercially reasonable legal counsel requirements of an insurance company for claims that are reasonably projected to be covered by such insurance to the extent required in order to achieve the maximum protection to Owner, Manager and the Hotel). All Legal Proceedings against Owner and/or Manager arising out of the management or operation of the Hotel: (a) which are not covered by insurance shall be promptly communicated to Owner and (b) which are covered in whole or in part by insurance shall be following receipt of notice thereof by Manager, promptly forwarded by Manager to the appropriate insurer (with a copy thereof to Owner). Legal Proceedings of a “non-extraordinary nature” shall be proceedings to collect charges or other income of the Hotel, the defense of actions resulting from the operation of the Hotel, for matters such as guest claims for loss of property or injury to persons, and/or claims relating to employment or the application for employment at the Hotel for which Manager shall select counsel in coordination with the applicable insurance provider. Legal Proceedings of an “extraordinary nature” shall mean all other Legal Proceedings.

2.5 Manager shall provide a commercially reasonable number of complimentary rooms at the Hotel to Owner upon request at such times as vacancy permits and at other times in reasonable amounts and upon reasonable written notice.

### **ARTICLE 3 OPERATING TERM**

3.1 This Agreement is effective on the Effective Date and shall have an Initial Term commencing on the Commencement Date and expiring on the first (1<sup>st</sup>) anniversary of the Commencement Date, unless sooner terminated in accordance with the provisions of this Agreement or unless extended as provided by the terms of this Agreement or as otherwise provided by the written agreement of Owner and Manager. This Agreement shall automatically renew for the Renewal Term unless either party gives the other party written notice of termination sixty (60) days before the end of the Initial Term or the then applicable Renewal Term.

3.2 On the expiration or sooner termination of the Operating Term, Manager shall quit and surrender the Premises to Owner and take such other actions as contemplated by Article 14 hereof.

### **ARTICLE 4 FEES AND PAYMENTS TO MANAGER**

4.1 For each Fiscal Year or portion thereof, Manager shall receive, by a distribution made by Manager out of Total Operating Revenues at the end of each Accounting Period in respect of its management services hereunder, a fee calculated as follows:

- (a) the Base Fee set forth on Schedule 1;
- (b) the Accounting Fee set forth on Schedule 1;
- (c) the Revenue Management Fee set forth on Schedule 1; plus

(d) the eCommerce Fee set forth on Schedule 1.

4.2 For each Fiscal Year or portion thereof, Manager shall receive, upon the submission of the annual accounting described in Section 7.2 with respect to each such Fiscal Year or portion thereof, the Incentive Fee set forth on Schedule 1.

4.3 The Management Fees generally shall be computed separately for each Fiscal Year and shall not be accumulated from Fiscal Year to Fiscal Year, provided that the determination of the Incentive Fee, may necessitate the use of information from multiple Fiscal Years. The Incentive Fee shall be adjusted, if necessary, within sixty (60) days after receipt by Owner of the annual accounting for such Fiscal Year or receipt by Manager of the Owner's documentation. Owner or Manager shall be entitled to audit the determination and calculation of the Incentive Fee. In the event that an audit reflects an underpayment or overpayment of the Incentive Fee to Manager or Owner, Manager shall correct same by a corrective payment to Owner or Manager, as appropriate, within ten (10) days following notice of the results of such audit to the other party. The calculation and payment of the Incentive Fee shall survive the expiration or termination of this Agreement.

4.4 Owner shall reimburse Manager for all Reimbursable Expenses incurred by it in connection with the performance of this Agreement. Any such amount shall be payable within thirty (30) days of billing, Manager shall provide a statement showing in reasonable detail the nature and amount of such expenses, together with supporting documentation reasonably requested by Owner. Owner shall be liable for and shall pay Manager for any applicable sales, use, excise consumption or similar taxes that are payable to any taxing jurisdiction with respect to any fees, Reimbursable Expenses or other amounts due to Manager under this Agreement to ensure that the net amount of such fees, Reimbursable Expenses or other amounts received by Manager shall be equal to the full amount that Manager would have otherwise received if no such taxes applied to such amounts. This Section 4.4 does not apply to federal or state income taxes payable by Manager as a result of its gross or net income relating to any fees collected under this Agreement.

**ARTICLE 5  
CENTRALIZED SERVICES;  
MULTI-PROPERTY PROGRAMS; INFORMATION TECHNOLOGY**

5.1 Manager may, subject to the Budgets, provide or cause its Affiliates to provide for the Hotel and its guests, the Centralized Services. The current list and cost of Centralized Services offered by Manager is shown on Exhibit A to this Agreement, and will be modified and agreed to on an annual basis in connection with the review and approval of the Budgets. Subject to the provisions of the applicable Budgets, Manager (or such of its Affiliates as provide Centralized Services) shall be entitled to be reimbursed for the Hotel's share of the total costs that are reasonably incurred in providing Centralized Services on a system-wide basis to hotels managed by Manager or its Affiliates. The Centralized Services costs set forth on Exhibit A (as modified in connection with the review and approval of the Budgets) include costs and fees for services payable to the Manager and/or third-party providers, for (a) corporate overhead (including, without limitation, the cost of wages and benefits of employees of Manager and its Affiliates employed in the provision of such Centralized Services and costs of all supplies and equipment utilized in the provision of such services); and (b) direct-bill or pass-through costs paid to third-party providers (such as software license fees and service agreement costs).

To the extent any of the foregoing are based on allocations among properties operated by Manager and its Affiliates, the Hotel's share of such costs shall be determined in an equitable and commercially reasonable manner by Manager as part of the annual Budgets or otherwise substantiated to Owner, shall be an Operating Expense of the Hotel and shall be borne by Owner and paid or reimbursed to Manager out of the Operating Account or if the amounts therein are insufficient by Owner in accordance with Section 8.1. Manager shall maintain and make available to Owner invoices or other evidence supporting all of the charges for Centralized Services. Notwithstanding the foregoing, Manager's fee for providing accounting services shall be the Accounting Fee.

Owner acknowledges and agrees that Manager or its Affiliates may receive administrative fees or reimbursements from participating vendors or suppliers of goods or services under Centralized Services, which fees or reimbursements are used to off-set the cost of Manager's administration and implementation of the Centralized Services as described in clause (a) above. Owner acknowledges and agrees that (a) Manager has disclosed to Owner on Exhibit A to this Agreement the types of Centralized Services Manager currently makes available to properties which it operates, that require mandatory participation by the Hotel, (b) the Hotel is likely to receive a benefit from its participation in such Centralized Services, (c) Manager is not obligated to provide such Centralized Services throughout the Term on a centralized basis, but will offer such Centralized Services to the Hotel so long as Manager continues to offer them to other similar hotels operated by Manager or its Affiliates, (d) Manager is entitled to payment for such Centralized Services in the manner set forth above in addition to its Management Fees, and (e) the receipt by Manager of any such payment, or of the administrative fees or reimbursements described above, does not breach any duty which Manager may have to Owner.

5.2 Manager shall arrange for the procurement, as an Operating Expense, of all operating supplies, inventory, and/or services necessary for the normal and ordinary course of operation or oversight of the Hotel, on a direct-bill or pass-through cost basis. Owner acknowledges and agrees that Manager or its Affiliates, subject to the Major Agreements and the Budgets, may enter into certain Multi-Property Programs pursuant to which Manager or its Affiliates may receive rebates, administrative fees or other volume-based incentive compensation from participating vendors or suppliers of goods or services. Owner acknowledges and agrees that (a) Manager has disclosed to Owner the types of Multi-Property Programs Manager currently makes available to properties which it operates, (b) to the extent that Owner opts into the Multi-Property Programs during the Budget process, the Hotel is likely to receive a benefit from its participation in such Multi-Property Programs, which benefit the Hotel could not obtain on its own and (c) the receipt by Manager of any such rebates does not breach any duty which Manager may have to Owner. Owner may opt-in or-out of the Multi-Property Programs during the Budget process each year.

5.3 A. Owner shall pay the costs of all information technology equipment, software and costs associated with business changes from time to time, as reasonably determined by Manager in accordance with the Budgets, to (i) comply with the Operating Standards, (ii) make reasonable adaptations to changing technology, (iii) be otherwise consistent with industry standards for similar hotel operations, and (iv) achieve and sustain compliance on an on-going basis with the Data Security Requirements. To the extent requested by Owner, Manager may provide project management services in connection with the procurement and installation of information technology for the Hotel during the Operating Term on terms and conditions (including separate fees for such services) mutually agreed upon by Owner and Manager.

B. During the Operating Term, in connection with performance of the services under this Agreement and in accordance with the other applicable provisions of this Agreement, Manager or its Affiliates shall collect, maintain, transmit, disclose, process, and use any Protected Data obtained or derived from the operation of the Hotel in a manner that (i) complies with the terms of this Agreement and the applicable License Agreement, and (ii) is designed to achieve and sustain compliance on an on-going basis with the Data Security Requirements; provided, however, that Manager does not warrant, represent, or guaranty the systems or software that may exist or be utilized with respect to Protected Data.

## **ARTICLE 6 HOTEL EMPLOYEES**

6.1 All Hotel Employees shall be employees of Manager or its Affiliate provided however notwithstanding the foregoing, Manager or its Affiliate shall submit to Owner the resumes of the general manager and Owner shall have the right to interview and approve the hiring of the general manager or such equivalent position. All compensation (including without limitation all wages, fringe benefits and severance payments) of the Hotel Employees shall be an Operating Expense and shall be borne by Owner and paid or reimbursed to Manager or its Affiliate out of the Operating Account or if the amounts therein are insufficient by Owner upon demand therefor by Manager. Owner acknowledges and agrees that Manager or its Affiliate shall have the right

to institute severance payment policies and bonus programs for the Hotel Employees so long as such policies are reasonable and customary in the industry. All severance and bonus payments shall be in accordance with the severance policy guidelines and bonus programs approved by Owner in connection with the annual Budget approval process, or otherwise approved by Owner. If this Agreement is terminated in the middle of any Fiscal Year, Owner shall pay a pro-rata portion of any Hotel Employee's bonus that accrued during the Operating Term.

6.2 Manager may enroll the Hotel Employees in retirement, health and welfare employee benefit plans substantially similar to corresponding plans implemented in other hotels with similar service levels managed by Manager. Such plans may be, at Manager's option, joint plans for the benefit of employees at more than one hospitality property owned, leased or managed by Manager or its Affiliates. Employer contributions to such plans and reasonable administrative costs which Manager may expend in connection therewith shall be the responsibility of Owner and as an Operating Expense and shall be subject to the Budgets. The administrative expenses of any joint plans will be equitably apportioned by Manager among properties covered by such plan, based on the Hotel's payroll expense as it relates to the total expense of such joint plan. Owner and Manager acknowledge and agree that the accrued but unused vacation, paid sick and/or paid time off balances provided by the prior manager for Hotel Employees have been rolled over on the Commencement Date and will be honored as and when exercised by a Hotel Employee.

### 6.3

A. Owner hereby agrees that Manager may (a) negotiate any collective bargaining agreement in place for the Hotel Employees, and (b) subject to Owner's reasonable approval, not to be unreasonably withheld or delayed, enter into or amend any collective bargaining agreement in place for the Hotel Employees; provided that, Manager shall consult with Owner regarding, and keep Owner advised of, any collective bargaining negotiations. For the avoidance of doubt, it shall be unreasonable for Owner to withhold approval if such failure to approve would cause Manager to violate applicable Legal Requirements. Owner acknowledges that any collective bargaining agreement for Hotel Employees shall be entered into by Manager as agent for Owner.

B. Manager and Owner agree that with respect to any withdrawal liability arising under any collective bargaining agreement or other "multi-employer plan" (as defined in Section 3(37) of Employee Retirement Income Security Act of 1974 ("ERISA")) in which the Hotel Employees become participants, the obligations of the parties shall be determined as follows: withdrawal liability arising with respect to Hotel Employees shall be the responsibility of Owner, and Owner shall either pay the amount of such withdrawal liability directly to such plan or reimburse Manager for withdrawal liability payments made to such plan by Manager with respect to Hotel Employees (including withdrawal liability arising after the sale or other termination of this Agreement, provided that such liability arises as a result of such sale, disposition, termination or other similar event). If a collective bargaining agreement is in place for the Hotel Employees immediately prior to the termination or expiration of this Agreement, Owner shall cooperate with Manager and sign (or cause the successor employer of the Hotel Employees to sign) an assumption agreement with respect to such collective bargaining agreement. In addition, to the extent permitted under then applicable Legal Requirements, regulations and agreements, Manager shall cooperate with Owner in structuring transactions and transferring actual or contingent withdrawal liability to a successor in ownership or purchaser of the Hotel in accordance with "relief" provisions of ERISA, such as ERISA Section 4204 or then applicable statutory or regulatory provisions of a similar nature. For purpose of this Section 6.3(B), the term "withdrawal liability" shall mean the actual amount assessed by and payable to a multi-employer pension fund upon a complete or partial withdrawal of the Hotel or Hotel Employees from such fund. Manager and Owner shall cooperate in challenging a plan's assessment of such liability, provided that all costs of litigation, arbitration or other procedures shall be paid by Owner (including any bonds that must be posted). If Manager or its Affiliates have employees at other locations who participate in the same multi-employer plan as Hotel Employees, Owner shall be charged with and be responsible only for multi-employer plan withdrawal liability arising solely with respect to the participation of Hotel Employees in such plan. The provisions of this Section 6.3(B) shall survive the expiration or termination of this Agreement.

6.4 Employees or agents of Manager are not by this Agreement or by any actions of Owner and/or Manager hereunder made employees of Owner, and are not entitled to the benefits provided by Owner or its Affiliates to its employees, including but not limited to, group insurance, leave and pension plans.

**ARTICLE 7**  
**BOOKS, RECORDS AND STATEMENTS; BUDGETS**

7.1 A. Manager shall keep full and accurate books of account and other records reflecting the results of the operation of the Hotel in accordance with the Uniform System consistently applied within each Accounting Period and from year to year and GAAP. Except for the books and records which may be kept in Manager's home office or other suitable location pursuant to the adoption of a central billing system or other centralized service, the books of account and all other records relating to or reflecting the operation of the Hotel shall be kept at the Hotel and, excluding employment records, shall be available to Owner and its representatives at all reasonable times for examination, audit, inspection and transcription. All of such books and records including, without limitation, books of account, guest records and front office records (but excluding employment records), shall be the property of Owner.

B. Upon expiration or any termination of this Agreement, (a) physical possession of all such books and records, other than employment records, shall be left at the Hotel, or if requested by Owner, transferred to a location designated by Owner and will be available to Manager and its representatives at reasonable times designated by Owner, for examination, audit, inspection and transcription at Manager's expense, for a period of seven (7) years following such expiration or termination, and (b) with respect to employment records, such records shall remain the property of Manager, and physical possession of such records shall remain with Manager, to be held in accordance with Manager's document retention policy. The provisions of this Section 7.1(B) shall survive the expiration or termination of this Agreement.

7.2 Manager shall deliver to Owner in electronic format within fifteen (15) days after the end of each month (including the last month of each calendar year), the Monthly Reports. The Monthly Reports shall be prepared in accordance with the Uniform System and GAAP. In addition, within forty-five (45) days after (a) the end of each Fiscal Year and (b) the end of the Operating Term of this Agreement, Manager shall deliver to Owner an annual accounting, showing the results of operation of the Hotel during the Fiscal Year and a computation of Total Operating Revenues, Operating Expenses, and EBITDA, if any, and any other information necessary to make the computations required hereby or which may be requested by Owner, all for such Fiscal Year. The annual accounting for any Fiscal Year shall be controlling over the interim accountings for such Fiscal Year.

7.3 Manager shall provide reasonable assistance to an accounting firm selected by Owner in order to permit such accounting firm to deliver to Owner annual audited financial statements of Owner for the immediately preceding Fiscal Year. In addition, at Owner's request, Manager shall provide to Owner the then-current SSAE SOC 1 report covering Manager. The fee for such SSAE SOC 1 report is determined by allocating pro-rata the total costs to Manager in obtaining and administering such report, among the owners of all hotels operated by Manager or its Affiliates which participate in the SSAE SOC 1 program (which cost will be set forth in the Operating Budget).

7.4 On or before the date that is sixty (60) days following the Commencement Date, Manager shall submit to Owner the proposed Budgets for the remaining portion of the Fiscal Year in which the Commencement Date occurs and Owner and Manager shall cooperate to agree on the Budgets for the remainder of the Fiscal Year in which the Commencement Date occurs. On or before each October 1 thereafter during the Operating Term, Manager shall submit the Budgets for the next Fiscal Year to Owner. The Budgets shall be prepared in accordance with the Uniform System and GAAP and shall otherwise be prepared in accordance with Manager's standard financial reporting and budgeting practices. Owner shall notify Manager in writing of its approval or disapproval of the Budgets not later than forty-five (45) days after the delivery of the Budgets to Owner and, if Owner disapproves any such Budget, Owner shall state in such notice the reasons therefor with reasonable particularity. In the event Owner fails to notify Manager in writing of its approval or disapproval of any Budget on or before

the expiration of such forty-five (45) day approval period, then Manager shall provide Owner with a second notice of such Budget. Failure of Owner to respond to the second notice within ten (10) days shall be deemed approved by Owner. Notwithstanding anything to the contrary contained in this Agreement, Manager is not warranting or guaranteeing in any respect that the actual operating results of the Hotel during the period covered by the Budgets will not materially vary from the Budgets. The Budgets are an estimate only and unforeseen circumstances, including but not limited to, cost of labor, material, services and supplies, casualty, law, economic or market conditions may make adherence to the Budgets impracticable.

7.5 If the Budgets (or any component of the Budgets) with respect to any Fiscal Year are disapproved by Owner as provided in Section 7.4 then, until the resolution of such dispute Manager shall cause the Hotel to be operated substantially in accordance with most recent approved Budgets, except for, or as modified by, (a) those components of such Budgets for the applicable Fiscal Year approved by Owner, (b) an adjustment to the disputed Budgets so as to increase (but not decrease) disputed expense items by the same percentage as any percentage increase in the CPI, from the CPI in effect on the first day of the first month of the Fiscal Year applicable to such last approved Budget to the CPI in effect on the first day of the first month of the Fiscal Year applicable to the disputed Budgets, (c) Necessary Expenses which shall be paid as required, (d) Emergency Expenses which shall be paid as required and (e) Opportunity Expenses.

7.6 Upon approval by Owner of the Budgets, Manager will manage, operate and maintain the Hotel for the applicable Fiscal Year in accordance with the approved Budgets; provided, however, that Manager will not be deemed to be in default of its obligations under this Agreement to operate the Hotel (including without limitation, incurring expenses) in compliance with the Budgets, in the event that Manager incurs and pays expenses (1) in an expense category which do not cause the aggregate expenditures for such expense category to exceed the budgeted amount by more than 10% for the Fiscal Year, or together with all other expenses do not cause the aggregate expenditures for all items to exceed the Budget by more than 5% for the Fiscal Year; (2) for Necessary Expenses (3) for Emergency Expenses or (4) for Opportunity Expenses. Regardless of the foregoing provisions relating to certain expenditures beyond the Budgets, Manager shall provide prompt notice to Owner of such excess expenditures and Manager will provide explanations for all significant variances and programs put in place to correct or improve Budget deviations. Wherever phrases in this Agreement such as “in accordance with the Budgets”, “subject to the Budgets”, “permitted under the approved Budgets”, or similar phrases are used or referred to in this Agreement, the variance provisions set forth in this Section shall be applied and deemed to be included in such use or reference and Manager will not be in default of its obligations set forth in this Agreement with respect to Manager incurring and paying expenses that are included in such variances.

## **ARTICLE 8 WORKING CAPITAL AND BANK ACCOUNTS**

8.1 Prior to the Commencement Date or as otherwise requested by Manager to fund necessary expenses related to the operations of the Hotel, Owner will provide Manager with Initial Working Capital for the Hotel. Owner shall at all times provide, either from Total Operating Revenues or from other funds of Owner, sufficient funds as determined in the good faith business judgment of Manager to constitute normal working capital for the uninterrupted and efficient operation of the Hotel (but which, in no event, shall be an amount less than the Minimum Working Capital), including without limitation funds sufficient to operate, maintain and equip the Hotel in accordance with the Operating Standards.

Upon Manager’s notice to Owner that additional funds are required to assure timely payment of all current liabilities of the Hotel, including but not limited to, payroll expenses and other necessary Operating Expenses, which notice may be sent by e-mail, Owner shall within two (2) business days provide the funds necessary to pay such liabilities. Any such failure to provide such funding shall constitute a breach under Section 12.1A of this Agreement.

8.2 All funds received by Manager in the operation of the Hotel, including working capital furnished by Owner, shall be deposited in an Operating Account in such federally insured financial institution as may be



selected by Manager and reasonably approved by Owner. To the extent funds are currently available in the Operating Account, Manager, on behalf of Owner and from the Operating Account, shall pay all Operating Expenses, the Management Fees, sales, use and occupancy taxes and insurance premiums for the insurance required to be obtained by Manager under Exhibit B. Upon Owner's written request and direction, Manager shall pay on behalf of Owner from the Operating Account (but only to the extent that such funds are available in the Operating Account following the payment of all Operating Expenses and such sales, use and occupancy taxes and insurance premiums for insurance required to be obtained by Manager), such Owner Payables as may be requested by Owner; provided, however, Manager will not be required to pay such Owner Payables until Manager receives Owner's Payables Notice. Owner agrees to provide Owner's Payables Notice at least ten (10) business days prior to the date on which the first payment by Manager is due. Together with the financial report provided for in Section 7.2, Manager shall distribute to Owner all sums in the Operating Account in excess of the then working capital requirements of the Hotel determined in accordance with Section 8.1 of this Agreement.

8.3 An FF&E Reserve shall be maintained for a reserve for replacements, substitutions and additions to the FF&E, and at the discretion of Manager (or upon the request of Owner) shall be held in a federally insured financial institution account separate from the Operating Account. During each Fiscal Year there shall be allocated, and to the extent such funds are available, and paid on a monthly basis to the FF&E Reserve from Total Operating Revenues or other funds provided by Owner an amount equal to four percent (4%) of Total Operating Revenues for such Fiscal Year or such amount as may be required under the Major Agreements, whichever is greater. All funds in the FF&E Reserve, together with any interest earned thereon shall be used solely for purposes of replacing or refurbishing the FF&E in accordance with the applicable Capital Budget. Any funds remaining in the FF&E Reserve at the end of a Fiscal Year shall be carried forward to the next Fiscal Year. Upon expiration or termination of this Agreement, Manager shall remit all remaining amounts in the FF&E Reserve forthwith to Owner.

8.4 The Operating Account and any FF&E Reserve account shall be in the name of Manager as agent for Owner and shall be under the control of Manager. Checks or other documents of withdrawal shall be signed only by representatives of Manager, provided that such representatives shall be bonded or otherwise insured in a manner reasonably satisfactory to Owner. The premiums for bonding or other insurance shall be an Operating Expense except for premiums for bonding off-site executive employees of Manager.

## **ARTICLE 9 REPAIRS, MAINTENANCE AND CAPITAL IMPROVEMENTS**

9.1 If Owner directly performs or contracts for repair, maintenance, refurbishing, construction or renovations at the Hotel, Owner must coordinate, and require its contractors and subcontractors to coordinate, with Manager including, but not limited to, causing any Owner employees, contractors or subcontractors to comply with safety and security rules of the Hotel and communicate on a regular basis the activities being performed at the Hotel to assure the health, safety and efficient operation of the Hotel, its guests, and the Hotel Employees. Owner must comply with all laws, obtain all necessary permits and shall provide Manager copies of any permits prior to commencement of any such activities.

9.2 Owner may, from time to time, at its sole expense, make Capital Improvements in or to the Hotel as Owner shall determine are necessary to comply with the Operating Standards. If Capital Improvements included in the definition of Building and Installations shall be required at any time during the Operating Term by the terms of any mortgage, the License Agreement, to maintain the Hotel in good operating condition or by reason of any Legal Requirements, or because Manager and Owner jointly agree upon the desirability thereof, then in such event all such Capital Improvements shall be made with as little hindrance to the operation of the Hotel as reasonably possible. Notwithstanding the foregoing, as long as the Hotel can continue to operate without interruption, Owner shall have the right to contest the need for any such Capital Improvements required by any Legal Requirements and may postpone compliance therewith, if so permitted by law and if such postponement is unlikely to expose Manager to any civil or criminal liability. All recommendations by Manager of Capital Improvements shall be submitted in conjunction with the Capital Budget for the Fiscal Year described in Section 7.4. In the event that

Owner elects to perform Major Renovations to the Hotel, Owner shall have the right, but not the obligation, to cause Manager to oversee the performance of the Major Renovations for which oversight Manager shall be paid a Project Fee (in addition to the Management Fees) equal to five percent (5%) of the budgeted hard cost items including contingency and any Owner-approved changes of the Major Renovations. With respect to (a) Major Renovations as contemplated by this Agreement that Owner elects to have Manager oversee and (b) improvements that are not Major Renovations, Manager shall oversee such projects in a reasonably prudent manner.

#### **ARTICLE 10 REAL ESTATE**

10.1 Owner shall pay all Property Taxes.

10.2 Owner may initiate a Tax Contest, and Manager agrees to cooperate with Owner in a Tax Contest and execute any documents or pleadings required for such purpose, provided that the facts set forth in such documents or pleadings are accurate and that such cooperation or execution is unlikely to impose any liability on Manager. All costs and expenses incurred by Owner and Manager in connection with a Tax Contest shall be Non-Operating Income and Expenses.

10.3 Owner represents that it has no knowledge of Hazardous Material or conditions at the Hotel or its surrounding site. Owner shall update Manager promptly upon its knowledge of any change in such status and comply with Legal Requirements with respect thereto.

#### **ARTICLE 11 REPRESENTATIONS, WARRANTIES AND COVENANTS**

Owner and Manager do hereby make the following representations, warranties and covenants:

A. the execution of this Agreement is permitted by its organizational documents and this Agreement has been duly authorized, executed and delivered and constitutes the legal, valid and binding obligation and is enforceable in accordance with the terms hereof;

B. there is no claim, litigation, proceeding or governmental investigation pending, or as far as is known to either party, threatened, against or relating to, the properties or business or the transactions contemplated by this Agreement which does, or may reasonably be expected to, materially and adversely affect the ability of such party to enter into this Agreement or to carry out its obligations hereunder, and there is no basis for any such claim, litigation, proceedings or governmental investigation, except as has been fully disclosed in writing to the other party;

C. neither the consummation of the transactions contemplated by this Agreement nor the fulfillment of the terms, conditions and provisions of this Agreement, conflicts with or will result in the breach of any of the terms, conditions or provisions of, or constitute a default under, any agreement, indenture, instrument or undertaking that either party is a party or by which it is bound;

D. neither party, nor any of their Affiliates (or any of their respective principals, partners or funding sources), is nor will become (a) a person designated by the U.S. Department of Treasury's Office of Foreign Asset Control as a "specially designated national or blocked person" or similar status, (b) a person described in Section 1 of U.S. Executive Order 13224 issued on September 23, 2001; (c) a person otherwise identified by a government or legal authority as a person with whom Owner or Manager is prohibited from transacting business; (d) directly or indirectly owned or controlled by the government of any country that is subject to an embargo by the United States government; or (e) a person acting on behalf of a government of any country that is subject to an embargo by the United States government. Both parties agree that they will notify the other in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties contained in this Section (D) incorrect; and

E. (a) that it has not and will not take any action that would constitute a violation, or implicate the other party or its Affiliates or personnel in a violation of the United States Foreign Corrupt Practices Act of 1977, as amended, the United Kingdom Bribery Act, and any other applicable anti-corruption legislation enacted by the United States or other countries in which either party or their Affiliates conducts business; (b) that it has not and will not take any action that would constitute a violation, or implicate the other party or its Affiliates or personnel in a violation of applicable economic sanctions laws administered by the United States (including the Department of Treasury, Office of Foreign Assets Control), the United Kingdom, or the European Union; and (c) that the information provided herein, as well as any documentation submitted herewith, is true, accurate, and complete as of the date hereof, and each party understands and acknowledges that a party or its representatives may require additional information from the other party in order to comply with applicable anti-corruption and economic sanctions laws and regulations.

## ARTICLE 12 EVENTS OF DEFAULT

12.1 The following shall constitute Events of Default:

A. If Owner shall fail to provide funding in accordance with Section 8.1, and such default continues for a period of five (5) days after written notice from the Manager;

B. If either party shall be in default in the payment of any amount required to be paid under the terms of this Agreement, and such default continues for a period of ten (10) days after written notice from the other party;

C. If either party shall be in material default of its obligations under this Agreement that is likely to result in a threat to the health and safety of the Hotel Employees or guests, then the non-defaulting party may terminate this Agreement upon written notice if such default is not immediately cured;

D. If either party shall be in material default in the performance of its other obligations under this Agreement, and such default continues for a period of thirty (30) days after written notice from the other party, provided that if such default cannot by its nature reasonably be cured within such thirty (30) day period, an Event of Default shall not occur if and so long as the defaulting party promptly commences and diligently pursues the curing of such default;

E. If either party shall (i) make an assignment for the benefit of creditors, (ii) institute any proceeding seeking relief under any federal or state bankruptcy or insolvency laws, (iii) institute any proceeding seeking the appointment of a receiver, trustee, custodian or similar official for its business or assets or (iv) consent to the institution against it of any Involuntary Proceeding;

F. If an Involuntary Proceeding shall be commenced against either party and shall remain undismissed for a period of sixty (60) days;

G. If either party violates Article 11D or Article 11E hereof, in which case the other party may terminate this Agreement immediately;

H. If, within thirty (30) days after receiving Manager's written request, Owner fails to approve any changes, repairs, alterations, improvements, renewals or replacements to the Hotel which Manager determines in its reasonable judgment and based upon the reasonable advice of legal counsel are necessary to (i) protect the Hotel, Owner and/or Manager from innkeeper liability exposure, (ii) ensure material compliance with any applicable code requirements pertaining to life safety systems requirements or (iii) ensure material compliance with any applicable Employment Laws, then, Manager may terminate this Agreement upon thirty (30) days' written notice to Owner delivered at any time after the expiration of Owner's thirty (30) day approval period; and

I. If Manager shall fail to maintain and operate the Hotel in accordance with the standards required under Section 2.1A and such failure shall not be due to a refusal on the part of Owner to approve the Budgets submitted by Manager under Section 7.4 or Owner's failure to properly provide funds requested pursuant to the provisions of Section 8.1 and such failure shall continue for a period of sixty (60) days after written notice by Owner to Manager specifying the matters or conditions which constitute the basis for such Event of Default, provided that if such failure is not reasonably capable of cure within such sixty (60) day period, then the cure period shall be extended provided that Manager commences the cure during such initial sixty (60) day period and thereafter diligently and continuously pursues the cure thereof to completion.

12.2 Unless otherwise stated in Section 12.1 hereof, if any Event of Default shall occur, the non-defaulting party may terminate this Agreement on five (5) days' prior written notice to the defaulting party.

12.3 The right of termination set forth in Section 12.2 shall not be in substitution for, but shall be in addition to, any and all rights and remedies for breach of contract available in law or at equity.

12.4 Each of the parties hereto irrevocably waives any right such party may have against the other party hereto at law, in equity or otherwise to any consequential damages, statutory or treble damages. Additionally, except in cases of gross negligence, willful misconduct, or fraud, each of the parties hereto irrevocably waives any right such party may have against the other party hereto at law, in equity or otherwise to any punitive damages or exemplary damages.

12.5 A. If Owner shall fail to make any payment or to perform any act required of Owner pursuant to this Agreement, Manager may (but shall not be obligated to), may without waiving or releasing Owner from any obligations under this Agreement, make such payment (either with its own funds or with funds withdrawn for such purpose from the Operating Accounts or the FF&E Reserve) or perform such act. All sums so paid by Manager and all necessary incidental costs and expenses incurred by Manager in connection with the performance of any such act, together with interest thereon at the Default Rate from the date of making such expenditure by Manager, shall be payable to Manager on demand.

### **ARTICLE 13 TERMINATION RIGHTS**

13.1 Owner may terminate this Agreement without cause and without penalty after the expiration of the first (1<sup>st</sup>) anniversary following the Commencement Date, so long as Owner provides Manager with written notice of termination of this Agreement not less than sixty (60) days prior to the scheduled termination date. Upon such termination Owner shall pay to Manager all amounts due to Manager under this Agreement through the effective date of the termination.

### **ARTICLE 14 ACTIONS UPON TERMINATION**

14.1 Upon the termination or expiration of the Operating Term of this Agreement, whether due to the occurrence of an Event of Default or otherwise, Manager and Owner agree to reasonably cooperate and sign any documents reasonably necessary to effect the change in management of the Hotel. Manager shall cooperate with Owner and shall execute those documents or instruments reasonably requested by Owner in connection with the transfer or reissuance of the Permits, without payment of a fee to Manager, to Owner or its nominee, provided that (i) Owner shall cooperate and require that its nominee cooperate with Manager with respect to such transfers, and (ii) Manager shall not be required to incur liability or out of pocket cost (which shall include any attorney fees) in connection with such transfers. Without limiting the generality of the foregoing, Manager shall cause its officers to execute and deliver documents (and if required under applicable Legal Requirements, visit licensing authorities, along with Owner's representatives), in order to expedite the orderly transfer or reissuance to Owner or its designee of the Permits.

14.2 Upon the expiration or termination of this Agreement for any reason Owner shall pay to Manager all Management Fees, Reimbursable Expenses and other amounts due under this Agreement through the effective date of termination.

14.3 Upon the expiration or termination of this Agreement for any reason, a termination reserve shall be established to (a) reimburse Manager for all costs and expenses incurred by Manager in terminating its Hotel Employees (such as severance pay, unemployment compensation, employment relocation, earned and accrued vacation pay, bonus accruals, estimated tax payments and any other employee liability costs arising out of termination of employment of Manager's employees at the Hotel); and (b) pay outstanding accounts payable for liabilities and obligations incurred during the Operating Term.

14.4 Following the termination or expiration of the Operating Term, Manager will provide a final accounting report in accordance with the provisions set forth in Section 7.2 of this Agreement and in the same manner and scope as previously provided by Manager following prior Fiscal Years under this Agreement. In the event that Owner requests additional reports or assistance from Manager following the third month after the termination or expiration of this Agreement, notwithstanding anything to the contrary contained in this Agreement, Owner shall pay to Manager the Accounting Fee through the date on which such additional services or assistance are to be provided.

14.5 Owner hereby acknowledges and agrees compliance with the provisions of the WARN Act upon any disposition of the Hotel, upon expiration or any termination of this Agreement or upon the occurrence of any other event giving rise to the application of the WARN Act is the responsibility and obligation of Owner, and Owner shall (i) cause the succeeding employer to hire and retain (for at least the period required under the WARN Act) a sufficient number of employees at the Hotel to avoid the occurrence of a "mass layoff" or "closing" under the WARN Act or (ii) provide Manager with sufficient notice of termination to allow Manager to comply with the WARN Act and avoid any liability thereunder. The provisions of this Section 14.5 shall survive the expiration or termination of this Agreement.

## **ARTICLE 15 INDEMNITY**

15.1 To the fullest extent permitted by law, Manager hereby agrees to indemnify, defend and hold Owner (and Owner's agents, principals, shareholders, partners, members, officers, directors and employees) harmless from and against all liabilities, losses, claims (including, but not limited to, employment-related claims and litigation), causes, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) that may be incurred by or asserted against any such party and that arise from the fraud, willful misconduct or gross negligence of the Executive Personnel.

Manager's obligations under this Section 15.1 shall not include any losses, expenses or damages arising from any matters relating to the design, construction, or structural integrity of the Hotel.

15.2 Except as provided in Section 15.1, to the fullest extent permitted by law, Owner hereby agrees to indemnify, defend and hold Manager (and Manager's agents, principals, shareholders, partners, members, officers, directors and employees) harmless from and against all liabilities, losses, claims (including, but not limited to, employment-related claims and litigation), causes, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising out of, or incurred in connection with, the management and operation of the Hotel, whether arising before, during or after the Operating Term.

15.3 If any claim, lawsuit or other proceeding is brought against any Indemnified Party hereunder, arising under or based upon any of the matters for which such party is indemnified under this Agreement, such Indemnified Party shall promptly notify the Obligor in writing (which may be in the form of email) thereof. The Parties shall cooperate in the preparation and conduct of any defense to any such claim or suit. Without limitation of the indemnification obligations set forth in this Agreement, if the Indemnified Party requests the Obligor to

defend an indemnified matter but Obligor should fail to faithfully and completely cooperate and defend, the Indemnified Party may defend, pay, or settle the claim with full rights of recourse against the Obligor for any and all fees, costs, expenses, and payments, including but not limited to attorney's fees and settlement payments, made or agreed to be paid in order to discharge the claim, cause of action, dispute, or litigation. **EXCEPT AS EXPRESSLY STATED IN SECTION 15.1 OR 15.2, THE OBLIGOR'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT SHALL APPLY WITHOUT REGARD TO THE CAUSES THEREOF, INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS WHETHER SUCH CONDITIONS BE PATENT OR LATENT, STRICT LIABILITY, TORT, BREACH OF CONTRACT, OR THE NEGLIGENCE OF ANY PERSON OR PARTY, INCLUDING THE INDEMNIFIED PARTY OR PARTIES, WHETHER SUCH FORM OF NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY.**

15.4 Notwithstanding the foregoing, Owner and Manager agree that, with respect to liabilities covered under this Article 15, they will look first to applicable insurance coverages in effect pursuant to this Agreement for recovery and defense; provided that, the limits of any such coverage shall not limit the indemnification obligations.

15.5 The provisions of this Article 15 shall survive the expiration or termination of this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

#### **ARTICLE 16 INSURANCE**

The parties shall comply with the insurance provisions and requirements set forth on Exhibit B attached hereto and fully incorporated herein.

#### **ARTICLE 17 CASUALTY AND CONDEMNATION**

17.1 If the Hotel is damaged by fire or other casualty, Manager shall promptly notify Owner. This Agreement shall remain in full force and effect subsequent to such casualty provided that either party may terminate this Agreement upon thirty (30) days' prior notice to the other party if (a) Owner shall elect to close the Hotel as a result of such casualty (except on a temporary basis for repairs or restoration) or (b) Owner shall determine in good faith not to proceed with the restoration of the Hotel.

17.2 If all or any portion of the Hotel becomes the subject of a condemnation proceeding or if Manager learns that any such proceeding may be commenced, Manager shall promptly notify Owner upon Manager's receipt of written notice thereof. Owner may terminate this Agreement on thirty (30) days' notice to the other party if (a) all or substantially all of the Hotel is taken through condemnation or (b) less than all or substantially all of the Hotel is taken, but, in the reasonable judgment of the Owner, the Hotel cannot, after giving effect to any restoration as might be reasonably accomplished through available funds from the condemnation award, be profitably operated as a first-class, full-service hotel.

17.3 Any condemnation award or similar compensation shall be the property of Owner, provided that Manager shall have the right to bring a separate proceeding against the condemning authority for any damages and expenses specifically incurred by Manager as a result of such condemnation.

17.4 Actions as to damage or destruction and condemnation shall be taken only in a manner that is consistent with the terms and conditions of the Major Agreements and any conflict between those terms and conditions and the provisions of this Agreement shall be resolved in favor of the Major Agreements.

**ARTICLE 18  
NON-ASSIGNABILITY**

This Agreement shall not be assignable by Manager or Owner; provided however, that upon thirty (30) days prior written notice either party shall be entitled to assign this Agreement to an Affiliate of such party as part of a modification to such party's company structure in which all or substantially all of such party's assets are transferred to an Affiliate of such party; and Manager shall have the right to assign its rights to receive payments under this Agreement as security for indebtedness or other obligations.

**ARTICLE 19  
SUBORDINATION; ESTOPPEL AND RECOGNITION**

19.1 Manager acknowledges and agrees that its rights under this Agreement are subject and subordinate to the lien of any first mortgage or deed of trust loan, or any junior mortgage or deed of trust loan held by an institutional investor, encumbering the Hotel whether now or hereafter existing; provided, however, that (a) Manager shall not be obligated to waive or forbear from receiving, on a current basis and as and when due under this Agreement, any and all fees due to it under this Agreement prior to an Event of Default under any such mortgage or deed of trust and (b) Manager shall not be obligated to waive, or to forbear from exercising (unless and to the extent Manager receives adequate assurance, in Manager's good faith business judgment, that it will be paid or reimbursed for any and all amounts due to Manager under this Agreement during the period of any such forbearance) any right it may have to terminate this Agreement pursuant to Article 12 above. The provisions of this Section 19.1 shall be self operative but Manager agrees to execute and deliver promptly any document or certificate containing such other terms as may be customary and reasonable confirming such subordination as Owner or the holder of any such lien may reasonably request.

19.2 If any person or entity making or holding a loan to be secured by a mortgage or deed of trust encumbering the Hotel shall request that Manager agree to modifications of this Agreement, Manager shall enter into an agreement setting forth such modifications provided that the same do not materially adversely affect the rights or obligations of Manager under this Agreement. Such modifications may include, but shall not be limited to, Manager's agreement to give simultaneous notice of, and the opportunity to cure within the applicable cure period set forth herein, any defaults on the part of Owner to such person or entity.

19.3 Owner and Manager agree, at any time and from time to time, as requested by the other party, upon not less than ten (10) days' prior written notice, to execute and deliver to the other a statement certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications), certifying the dates to which required payments have been paid, and stating whether or not, to the best knowledge of the signer, the other party is in default in performance of any of its obligations under this Agreement, and if so, specifying each such default of which the signer may have knowledge, it being intended that such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing.

**ARTICLE 20  
NOTICES**

Any notice, statement or demand required to be given under this Agreement shall be in writing, sent by certified mail, postage prepaid, return receipt requested, or by Federal Express or other nationally-recognized overnight courier, receipt confirmed, addressed if to:

Owner:           Hall Des Plaines, LLC  
                  2323 Ross Ave., Suite 200  
                  Dallas, Texas 75201  
                  Attn: Larry Harris

With copy to: Hall Des Plaines, LLC  
2323 Ross Ave., Suite 200  
Dallas, Texas 75201  
Attn: Stephanie S. Byrd

and Manager: Aimbridge Hospitality, LLC  
5301 Headquarters Drive  
Plano, Texas 75024  
Attn: Chief Legal Officer

With copy to: Carla S. Moreland, Esq.  
5112 Briargrove Lane  
Dallas, Texas 75287

or to such other addresses as Manager and Owner shall designate in the manner provided in this Article 20. Any notice or other communication shall be deemed given (a) on the date third (3<sup>rd</sup>) business day after it shall have been mailed, if sent by certified mail, or (b) on the date received if it shall have been sent via Federal Express or other nationally-recognized overnight courier service.

## **ARTICLE 21 MISCELLANEOUS**

21.1 Owner and Manager shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties; provided, however, that neither party shall be required to execute any other document or instrument or perform any other action that would materially increase its liability or decrease its rights under this Agreement.

21.2 This Agreement, including the schedules and exhibits attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, superseding all prior agreements or undertakings, oral or written. Owner acknowledges that in entering into this Agreement, Owner has not relied on any projection of earnings, statements as to the possibility of future success, or other similar matter which may have been prepared by Manager.

21.3 Subject to the express limitations set forth in this Agreement and excluding those obligations that accrue prior to the occurrence of an event of Unavoidable Interruption or obligations that, if not performed, would cause a material adverse effect on the Hotel or its operations (for instance, the requirement to maintain the Permits or insurance obligations hereunder), if either party's failure to comply with, perform or satisfy any representation, warranty, covenant, undertaking, obligation or condition set forth in this Agreement is caused by or due to, in whole or in part, any Unavoidable Interruption, such representation, warranty, covenant, undertaking, obligation or condition (except regarding insurance coverages and monetary payments) failure shall be excused to the extent and for so long as such party's failure is caused by or due to, in whole or in part, such Unavoidable Interruption. In the event of any occurrence constituting an Unavoidable Interruption, the party claiming the benefit of this Section 21.3 shall promptly notify the other party of such occurrence and, in the case of Manager so notifying Owner, Manager shall keep Owner informed as to the extent and impact thereof on the Hotel.

21.4 This Agreement shall be construed, both as to its validity and as to the performance of the parties, in accordance with the laws of the State of Texas without reference to its conflict of laws provisions.

21.5 The headings of the titles to the articles of this Agreement are inserted for convenience only and are not intended to affect the meaning of any of the provisions hereof.



21.6 A waiver of any of the terms and conditions of this Agreement may be made only in writing and shall not be deemed a waiver of such terms and conditions on any future occasion.

21.7 This Agreement shall be binding upon and inure to the benefit of Owner and Manager and their respective successors and permitted assigns.

21.8 This Agreement may not be modified, amended, surrendered or changed, except by a written document signed by the Owner and Manager agreeing to be bound thereby.

21.9 Except as herein otherwise provided, whenever in this Agreement the consent or approval of Manager or Owner is required, such consent or approval shall not be unreasonably withheld or delayed. Such consent or approval shall also be in writing only and shall be executed only by an authorized officer or agent of the party granting such consent or approval.

21.10 Owner and Manager agree to keep the terms and conditions of this Agreement strictly confidential. Additionally, Owner and Manager agree to keep all confidential, proprietary and/or trade secret information and data obtained, possessed, or generated in connection with the Hotel (collectively for the purposes of this Section 21.10, "**Privileged Information**"), strictly confidential and not to make any public announcements or any disclosures to any third parties, either orally or in writing, with respect to any Privileged Information without the written consent of the other party; provided, however, the restrictions imposed hereby shall not apply to any Privileged Information (a) which is required to be disclosed in order to comply with any law, ordinance, governmental decree or any rule, regulation or decree of any interested governmental body, or (b) which is otherwise disclosed to relevant third-parties, including, without limitation, franchisors, accountants, attorneys and lenders, in the course of reasonable and diligent management and operation of the Hotel or the business of Owner, or of any Affiliate of Owner or Manager, or (c) as may be necessary to comply with its obligations, or enforce its rights, under this Agreement, provided that the persons to whom any Privileged Information is disclosed pursuant to this Section 21.10 are informed of the confidential nature of the Privileged Information disclosed to them and agree to act in accordance with the provisions of this Section 21.10 with respect to all Privileged Information, or (d) which together with the data from other sources, is used for benchmarking, analytical, internal metrics or other business purposes so long as such data is on an aggregated or non-attribution basis such that Hotel-specific data, performance or results cannot be ascertained. Privileged Information shall not include information that becomes generally available to the public through no act or default of the recipient or is already in the possession of recipient. The provisions of this Section 21.10 shall survive the expiration or termination of this Agreement.

21.11 In the event that any one or more of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by the final and unappealable order, decree or judgment of any court, this Agreement shall be construed as if such phrases, sentences, clauses or paragraphs had not been inserted, unless such construction would substantially destroy the benefit of the bargain of this Agreement to either of the parties hereto.

21.12 This Agreement may be executed in any number of counterparts each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement, and any other document necessary for the consummation of the transaction contemplated by this Agreement, may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed.


21.13 In the event any dispute arising out of or concerning the terms hereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, and expenses.

*Signatures appear on the following page.*

IN WITNESS WHEREOF, Owner and Manager have duly executed this Agreement the day and year first above written.

**OWNER:**

**HALL DES PLAINES, LLC**

By:   
Name: Michael D. Canning  
Title: Secretary

**MANAGER:**

**AIMBRIDGE HOSPITALITY, LLC**

By:   
Name: Karen L. Kovach  
Title: Vice President

*Signature Page to Management Agreement*

**SCHEDULE 1  
THE HOTEL**

**Brand Name of Hotel:** Fairfield Inn & Suites

**Physical Address of Hotel:** 2350 Mannheim Road, Des Plaines, IL 60018

**County of Hotel:** Cook County

**Vertical:** Select Service Hotel

**Number of Guest Rooms:** 137 guestrooms

**Licensor:** Marriott International, Inc. or its Affiliates for its Fairfield Inn & Suites® brand

**Initial Working Capital:** \$140,000

**Minimum Working Capital:** \$140,000

**Base Fee:** A Base Fee in an amount equal to the following percentages of Total Operating Revenues for services rendered under this Agreement during the Operating Term, including any partial month at the beginning or at the end of the Operating Term:

From the Commencement Date until the second (2 <sup>nd</sup> ) anniversary of the Commencement Date	Greater of \$10,000 per month or 2.0% of Total Operating Revenues
Beginning on the second (2 <sup>nd</sup> ) anniversary of the Commencement Date and thereafter	2.50% of Total Operating Revenues

**Accounting Fee:** An Accounting Fee for accounting services provided by Manager’s corporate employees on a “centralized” basis for the Hotel in the amount of \$3,250 per month for each Accounting Period during the Operating Term and for three (3) months after the expiration or termination of this Agreement. The Accounting Fee shall be increased annually by three percent (3%) effective January 1 of each Fiscal Year beginning January 1, 2024.

**Revenue Management Fee:** A Revenue Management Fee for revenue management services provided by Manager’s corporate employees on a “centralized” basis in the amount of \$2,466 per month for each Accounting Period during the Operating Term. The Revenue Management Fee shall be increased annually by three percent (3%) effective January 1 of each Fiscal Year beginning January 1, 2024.

**eCommerce Fee:** An eCommerce Fee for eCommerce services provided by Manager’s digital team in the amount of \$800 per month for each Accounting Period during the Operating Term. The eCommerce Fee shall be increased annually by three percent (3%) effective January 1 of each Fiscal Year beginning January 1, 2024.

**Incentive Fee:** An Incentive Fee determined as follows: During the first Fiscal Year of the Operating Term (including any partial Fiscal Year), if the actual Gross Operating Profit of the Hotel equals at least the Gross Operating Profit budgeted in the annual Operating Budget approved by Owner for such Fiscal Year (or partial Fiscal Year), Manager will be paid an incentive fee equal to fifteen percent (15%) of the amount by which actual Gross Operating Profit of the Hotel exceeds the Gross Operating Profit budgeted in the annual Operating Budget for such Fiscal Year (or partial Fiscal Year), provided, however, that the

aggregate amount of the Incentive Fee and the Base Fee payable under this Agreement will not exceed 100 basis points over the then-effective Base Fee under this Agreement.

**SCHEDULE 2  
DEFINITIONS**

“**Accounting Fee**” shall have the meaning set forth in Article 4.

“**Accounting Period**” shall mean each calendar month (whether of 28, 29, 30 or 31 days) during each Fiscal Year.

“**Affiliate(s)**” shall mean any person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with another person or entity. The term “**control**” (and correlative terms) shall mean the power, whether by contract, equity ownership or otherwise, to direct the policies or management of a person or entity. Without limiting the foregoing, an “**Affiliate**” also includes any partner or a partnership of any party to this Agreement, any member or membership parties thereto and any corporation, partnership, individual or trust related to or controlling or controlled by such partnership, individual or trust related to or controlling or controlled by such partnership party or its partners or such membership party or its members. A natural person is related to another natural person if he or she is a spouse, parent, or lineal descendant of the other person.

“**Agreement**” shall mean this Hotel Management Agreement.

“**Base Fee**” shall have the meaning set forth in Article 4.

“**Budgets**” shall mean the Operating Budget, the Capital Budget, and such other reports or projections as Owner may reasonably request and to which Manager agrees in writing.

“**Building**” shall mean the physical hotel building together with all related physical facilities located on the Premises used for hotel purposes including, without limitation, any swimming pools, health club and recreational facilities, conference and meeting rooms, walkways, and parking facilities..

“**Capital Budget**” shall mean a capital budget setting forth in reasonable line-item detail proposed capital projects and expenditures for the Hotel including but not limited to FF&E expenditures which, if any, will be expensed in the then current Fiscal Year in accordance with GAAP.

“**Capital Improvements**” shall mean structural repairs, replacements, substitutions, alterations, additions or improvements (exclusive of FF&E).

“**Centralized Services**” shall mean those services listed on Exhibit A attached hereto and other additional services more efficiently provided on a group and centralized basis, as are made available generally to similar properties managed by Manager or its Affiliates from time to time.

“**Commencement Date**” shall mean the date on which Manager assumes the management and operation of the Hotel.

“**CPI**” shall mean the Consumer Price Index - All Urban Consumers (U.S. City Average) (1982-1984 =100), or any successor index thereto appropriately adjusted.

“**Data Security Requirements**” shall mean (a) the then current Payment Card Industry Data Security Standards and other applicable information security and operating rules and regulations of the credit card associations and (b) applicable Legal Requirements with respect to data protection and privacy, including, but not limited to, the California Consumer Privacy Act, as amended, and its implementing regulations.

**“Default Rate”** shall mean the lesser of (a) the Prime Rate plus four percent (4%) per annum or (b) the highest lawful rate permitted by applicable Legal Requirements from time to time.

**“EBITDA”** shall have the meaning set forth in the Uniform System.

**“eCommerce Fee”** shall have the meaning set forth in Article 4.

**“Effective Date”** shall mean the date of this Agreement as set forth in the introductory paragraph hereto.

**“Emergency Expenses”** shall mean expenses, regardless of amount, which in Manager’s good faith judgment are immediately necessary to protect the physical integrity or lawful operation of the Hotel or the health or safety of its occupants.

**“Employment Laws”** shall mean any federal, state, local and foreign statutes, laws, ordinances, regulations, rules, permits, judgments, orders and decrees affecting labor union activities, civil rights or employment in the United States, including, without limitation, the Civil Rights Act of 1870, 42 U.S.C. §1981, the Civil Rights Acts of 1871, 42 U.S.C. §1983 the Fair Labor Standards Act, 29 U.S.C. §201, et seq., the Civil Rights Act of 1964, 42 U.S.C. §2000e, et seq., as amended, the Age Discrimination in Employment Act of 1967, 29 U.S.C. §621, et seq., the Rehabilitation Act, 29 U.S.C. §701, et seq., the Americans With Disabilities Act of 1990, 29 U.S.C. §706, 42 U.S.C. §12101, et seq., the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 301, et seq., the Equal Pay Act, 29 U.S.C. §201, et seq., the National Labor Relations Act, 29 U.S.C. §151, et seq., and any regulations promulgated pursuant to such statutes (as amended from time to time, and together with any similar laws now or hereafter enacted).

**“Employment Policies”** shall mean the policies, procedures and programs for the Hotel relating to the employment of Hotel Employees, including wage, benefits and severance policies.

**“Event of Default”** shall mean any of the events described in Section 12.1, provided that any condition contained therein for the giving of notice or the lapse of time, or both, has been satisfied.

**“Executive Personnel”** shall mean the general manager and the director of sales of the Hotel.

**“FF&E”** shall mean the furniture, furnishings, wall coverings, floor coverings, window treatments, fixtures and hotel equipment and vehicles.

**“FF&E Reserve”** shall mean a reserve for replacements, substitutions and additions to the FF&E.

**“Fiscal Year”** shall mean the fiscal year that ends on the last day of each calendar year. The first Fiscal Year shall be the period commencing on the Commencement Date and ending on December 31<sup>st</sup> of the same calendar year in which the Commencement Date occurs. The last Fiscal Year shall be the period commencing on January 1<sup>st</sup> of the same calendar year in which the last day of the Operating Term of this Agreement occurs and ending on such last day of the Operating Term. The words “full Fiscal Year” shall mean any Fiscal Year containing not fewer than 365 days. A partial Fiscal Year after the end of the last full Fiscal Year and ending with the expiration or earlier termination of the Operating Term shall constitute a separate Fiscal Year.

**“GAAP”** shall mean generally accepted accounting principles in the United States.

**“Gross Operating Profit”** shall mean the amount, if any, by which Total Operating Revenues exceed Operating Expenses.

**“Hazardous Materials”** shall mean any substance or material identified by any law, rule or regulation as being hazardous to the health and safety of guests or Hotel Employees and requiring the monitoring, clean up or removal of such substance.

**“Hotel”** shall mean (a) the Building and Installations and the Premises owned by Owner, (b) all FF&E, all Operating Equipment and Supplies, and all Inventories owned by Owner and located at the address set forth on Schedule 1.

**“Hotel Employees”** shall mean the on-site staff of the Hotel.

**“Incentive Fee”** shall have the meaning set forth in Article 4.

**“Indemnified Party”** shall mean any party to this Agreement required to be indemnified by an Obligor under this Agreement.

**“Initial Term”** shall mean the term of the Agreement starting with the Commencement Date and expiring on commencing on the first (1<sup>st</sup>) anniversary of the Commencement Date.

**“Initial Working Capital”** shall mean an amount specified on Schedule 1.

**“Installations”** shall mean the mechanical systems and built-in installations of the Building including, but not limited to, heating, ventilation, air conditioning, electrical and plumbing systems, elevators and escalators, and built-in laundry, refrigeration and kitchen equipment.

**“Inventories”** shall mean inventories of supplies, in accordance with the Uniform System, such as soap, toilet paper, stationery, writing pens, food and beverage inventories, paper products, menus, expendable office and kitchen supplies, fuel, supplies and items similar to any of the foregoing.

**“Involuntary Proceeding”** shall mean any of the following instituted against a party by any other person or entity: (a) assignment for the benefit of creditors, (b) proceeding seeking relief under any federal or state bankruptcy or insolvency laws, or (c) proceeding seeking the appointment of a receiver, trustee, custodian or similar official for such party’s business or assets.

**“IT Services”** shall mean (a) information technology services provided by Manager or its Affiliates or third-party providers, such as software licenses and service agreements in support of applications and services used by Owner; and (b) center and hosted applications, help desk managed services, network managed services and local information technology support provided on a direct-bill or pass-through cost basis by third-party providers.

**“Leases”** shall mean the leases, licenses and concession agreements for stores, office space and lobby space at the Hotel (including without limitation, car rental counters and gift shops) and commercial space, if any, that is adjacent to or otherwise part of the Hotel (including without limitation, rooftop antennas).

**“Legal Proceedings”** shall mean all complaints, counterclaims or cross-claims filed in a court of competent jurisdiction, any notice of any claim of violation of any Legal Requirement by any governmental agency or authority, or any summons or other legal process, in each instance by or against the Hotel or by or against Owner, or Manager in connection with the Hotel.

**“Legal Requirement(s)”** shall mean (a) all laws, ordinances, statutes, rules, regulations and orders relating to the Hotel and the Premises now or hereafter in effect, and (b) all terms, conditions, requirements and provisions of all Permits.



**“License Agreement”** shall mean the Franchise Agreement with Marriott International, Inc, dated on or about September 21, 2021, along with any amendment thereof or applicable replacement agreements.

**“Licensor”** shall have the meaning set forth on Schedule 1 during the effective term of the License Agreement or a replacement License Agreement, if any.

**“Major Agreements”** shall mean any mortgage, deed of trust and/or the License Agreement applicable to the Hotel.

**“Major Renovations”** shall mean a contemporaneously made set or series of alterations, additions and/or improvements to the Hotel with a total cost in excess of \$75,000, but shall not include any repairs or maintenance with respect to Capital Improvements or FF&E.

**“Management Fees”** shall mean the Base Fee, Accounting Fee, Revenue Management Fee, eCommerce Fee and Incentive Fee, all as set forth in Article 4 hereof.

**“Manager”** shall have the meaning set forth in the introductory section of this Agreement.

**“Minimum Working Capital”** shall mean an amount specified on Schedule 1.

**“Monthly Cash Flow Forecast”** shall mean a monthly cash flow forecast for the Hotel with projections for the next 90-day period.

**“Monthly Reports”** shall mean, collectively, with respect to each month during the Operating Term (a) a balance sheet as of the last day of such month; (b) statement of cash flows for such month; (c) an income and expense statement for such month, and year to date, including departmental details; (d) Monthly Cash Flow Forecast; and (e) such other monthly reports as Owner may reasonably request and to which Manager agrees in writing.

**“Multi-Property Programs”** shall mean certain group purchasing, maintenance, service or other contracts with respect to the Hotel, including those group purchasing, maintenance, service or other contracts currently operated under Manager’s proprietary MarketBasket Plus system.

**“Necessary Expenses”** shall mean expenses, regardless of amount, that are necessary for the continued operation of the Hotel in accordance with the requirements of any Major Agreement and which are not within the reasonable control of Manager (including, but not limited to, those for insurance, taxes, utility charges, compliance with Legal Requirements and debt service).

**“Non-Operating Income and Expenses”** shall have the meaning ascribed to such term in the Uniform System.

**“Obligor”** shall mean the party required to provide indemnification under this Agreement.

**“Operating Account”** shall mean, collectively, one or more accounts bearing the name of the Hotel where all funds received by Manager in the operation of the Hotel are deposited.

**“Operating Budget”** shall mean an operating budget setting forth in reasonable line-item detail the projected income from and expenses of all aspects of the operations of the Hotel.

**“Operating Equipment and Supplies”** shall mean supply items which constitute “Operating Equipment and Supplies” under the Uniform System, all miscellaneous serving equipment, linen, towels, uniforms, silver, glassware, china and similar items.

**“Operating Expenses”** – shall mean all costs and expenses of maintaining, conducting and supervising the operation of the Hotel and all of its facilities which are properly attributable under the Uniform System to the period in question.

A. Operating Expenses shall include expenses as outlined herein and in accordance with the Uniform System or permitted under the approved Budgets, without limitation: (i) The cost of all Operating Equipment and Supplies; (ii) Salaries and wages of Hotel Employees, including costs of payroll taxes, employee benefits and severance payments, if it becomes necessary for an off-site employee of Manager or an Affiliate to temporarily perform services at the Hotel of a nature normally performed by Hotel Employees (on temporary assignment or task force), his or her salary (including payroll taxes and employee benefits) for such period only, as well as his or her traveling expenses, shall be Operating Expenses and reimbursed to Manager; (iii) The cost of all other goods and services obtained in connection with the operation of the Hotel including, without limitation, heat and utilities, laundry, landscaping and exterminating services and office supplies; (iv) The cost of all non-capital repairs to and maintenance of the Hotel; (v) All taxes, assessments, permit fees, inspection fees, and water and sewer charges and other charges (other than income or franchise taxes) payable by or assessed against Owner with respect to the operation of the Hotel, excluding Property Taxes; (vi) Legal fees (including, but not limited to, fees for defense of third-party claims described in Article 15) and fees of any independent certified public accountant for services directly related to the operation of the Hotel and its facilities; (vii) All expenses for advertising the Hotel and all expenses of sales promotion and public relations activities; (viii) Reimbursable Expenses, (ix) The Accounting Fee, Revenue Management Fee, eCommerce Fee and costs of Centralized Services and any fees or tax levied on those charges by the local jurisdiction; (x) Periodic payments made in the ordinary course of business under any applicable franchise agreement; (xi) Any other item specified as an Operating Expense in this Agreement; and (xii) Any other cost or charge classified as an Operating Expense or an Administrative and General Expense under the Uniform System unless specifically excluded under the provisions of this Agreement.

B. Operating Expenses shall not include: (i) amortization and depreciation; (ii) the making of or the repayment of any loans or any interest thereon; (iii) the costs of any alterations, additions or improvements which for federal income tax purposes or under the Uniform System or GAAP must be capitalized and amortized over the life of such alteration addition or improvement; (iv) payments on account of any equipment lease that is to be capitalized under GAAP; (v) payments under any ground lease, space lease or easement agreement; (vi) payments into or out of the FF&E Reserve; or (vii) any item defined as a Non-Operating Income and Expense.

**“Operating Standards”** shall mean the operation of the Hotel in a manner consistent with (a) the requirements under the License Agreement; (b) the condition of the Hotel as of the Commencement Date (or, following completion of a Renovation, the condition of the Hotel as of the completion of the Renovation), normal wear and tear excepted; (c) the condition and level of the operation of hotels of comparable class and standing to the Hotel in its market area; (d) then current market conditions regarding rental rates and lease terms and conditions with respect to Hotels of comparable class and standing to the Hotel (including but not limited to the Competitive Set); and (e) then current business and management practices (including those related to compliance with Legal Requirements) applicable to the management, operation, leasing, maintenance and repair of a hotel comparable in size, character and location to the Hotel.

**“Operating Term”** shall mean the Initial Term and any Renewal Term(s).

**“Opportunity Expenses”** shall mean any third-party operating expenses which are commercially desirable to be incurred in order to obtain unbudgeted Hotel revenue in the ordinary course of operating the Hotel in accordance with the then current business plan provided that such unbudgeted revenue is sufficient in Manager’s professional judgment to offset such expenses.

**“Owner”** shall have the meaning set forth in the introductory section of this Agreement.

**“Owner Payables”** shall mean Non-Operating Income and Expenses (other than insurance premiums for the insurance required under Exhibit B) that Owner requests Manager to pay on behalf of Owner from the Operating Account.

**“Owner’s Payables Notice”** shall mean Owner’s written request and direction (including copies of any material agreements) for Manager to pay Owner Payables.

**“Payment Card Industry Data Security Standards” or “PCI-DSS”** shall mean the latest version of Payment Card Industry Data Security Standards, as amended, including any preface and appendices thereto.

**“Permits”** shall mean all governmental or quasi-governmental licenses and permits, including but not limited to any certificate of occupancy, and business licenses.

**“Premises”** shall mean the land on which the Hotel is located.

**“Prime Rate”** shall mean the rate per annum announced, designated or published from time to time by JP Morgan Chase Bank N.A. as its “prime”, “reference” or “base” rate of interest for commercial loans.

**“Property Taxes”** shall mean real estate taxes, assessments, personal property taxes and any other ad valorem taxes imposed on or levied in connection with the Hotel, the Installations and the FF&E.

**“Project Fee”** shall have the meaning set forth in Section 9.2.

**“Protected Data”** shall mean any information that, either alone or in combination with other information, identifies, relates to, describes, can reasonably be associated with, or can reasonably be linked, directly or indirectly, with a particular individual, and which is obtained, created or shared in connection with the services or obligations performed by Manager under this Agreement. As used in this definition, “individual” shall include, without limitation, employees.

**“Reimbursable Expenses”** shall mean all out-of-pocket expenses and disbursements reasonably incurred by Manager (including but not limited to legal and other costs incurred in obtaining and maintaining any liquor license and management takeover transition expenses), pursuant to, in the course of, and directly related to, the management and operation of the Hotel under this Agreement, which fees and disbursements shall be paid out of the Operating Account or paid or reimbursed by Owner to Manager upon demand. Without limiting the generality of the foregoing, such charges may include all reasonable travel, telephone, telegram, facsimile, air express and other incidental expenses and any fees or expenditures required for Manager to operate the Hotel in the given jurisdiction, but, except as otherwise provided in this Agreement, shall not include any of the regular expenses of the central offices maintained by Manager, other than offices maintained at the Hotel for the management of the Hotel. Manager shall maintain and make available to Owner invoices or other evidence supporting such charges.

**“Renewal Term”** shall mean additional successive terms of one (1) year each.

**“Renovation”** shall mean a renovation of any portion of the Hotel during the Operating Term, pursuant to a plan proposed by Owner (or proposed by Manager and approved by Owner) and, to the extent required under the License Agreement, approved by Licensor, to, among other things, bring the Hotel to a physical condition that satisfies the standards under the License Agreement and to operate in a manner consistent with the assumptions for the then-current Operating Budget. A Renovation shall be carried out at the expense of Owner.

**“Revenue Management Fee”** shall have the meaning set forth in Article 4.

**“Tax Contest”** shall mean contesting the validity or amount of any Property Tax.

**“Total Operating Revenues”** shall mean all revenues and receipts of every kind derived from the Hotel and all departments and parts thereof, as finally determined on an accrual basis in accordance with the Uniform System and with GAAP, including, but not limited to, revenues and income (both cash and credit transactions) before commissions and discounts for prompt or cash payments, from the rental of rooms and lobby space, exhibit or sales space of any kind, including without limitation, charges for reservations, deposits and cancellation fees not refunded to guests; income from vending machines, wholesale and retail sales of merchandise, service fees and charges (except to the extent paid or distributed to Hotel Employees), business interruption insurance claims in respect of the Hotel, condemnation or similar awards for temporary use of the Hotel, license, lease and concession fees and rentals (but not including the gross receipts of any licensees, lessees and concessionaires), food and beverage sales, and other sales of every kind conducted by, through or under Manager in connection with the Hotel. Total Operating Revenues shall not include (i) Federal, state or municipal excise, sales and use taxes, hotel room tax, or similar impositions collected directly from patrons or guests or included as part of the sales price of any goods or services; (ii) credits or refunds to guests; (iii) proceeds arising from the sale or other disposition of property described in Section 1231 of the Internal Revenue Code or of capital assets; (iv) proceeds from condemnation and payments received on account of insurance policies (other than the proceeds from business interruption insurance and from condemnation or similar awards for temporary use of the Hotel when received); (v) proceeds from claims for damages suffered by Manager or Owner, unless in recompense for a lost revenue item; (vi) the portion of mandatory service fees and charges that is booked as revenue but with a corresponding expense and paid or distributed to Hotel Employees, and (vii) interest earned on the FF&E Reserve or any permitted investments.

**“Unavoidable Interruptions”** shall mean any delays in the performance of any obligation under this Agreement to the extent such delays are caused by wars, national emergencies, pandemics, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, and other similar causes not within the reasonable control of the party claiming an unavoidable interruption, but never financial inability.

**“Uniform System”** shall mean the “Uniform System of Accounts” (Eleventh Revised Edition 2014, as further revised from time to time) as adopted by the American Hotel & Lodging Association.

**“WARN Act”** shall mean the Worker Adjustment and Retraining Notification Act and/or any similar state or local laws (together with all rules and regulations promulgated thereunder and including without limitation any such state or local laws).

## **CONCESSION AND SERVICE AGREEMENT**

THIS CONCESSION AND SERVICE AGREEMENT (this “Agreement”) is made and entered into on this 31st day of March 2023, by and between Aimbridge Hospitality, LLC (hereinafter referred to as “Manager”) and AHTRST Concessions, LLC, (hereinafter referred to as “Permittee”).

### **WITNESSETH**

WHEREAS, Hall Des Plaines, LLC, the owner of the hotel building commonly known as the East Moline Hyatt Quad Cities located at 111 Bend Boulevard, East Moline, IL 61244 (hereinafter referred to as the “Hotel”) has engaged Manager to manage and operate the Hotel. Manager desires to enter into this Agreement whereby the Permittee will be granted the exclusive right to purchase, dispense and sell alcoholic beverages on the premises of the Hotel.

WHEREAS Permittee represents that, on or before the date on which it begins purchasing and selling alcoholic beverages at the Hotel pursuant to this Agreement, it will have first obtained all necessary permits and licenses from the appropriate governmental authorities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, Manager and Permittee agree as follows:

1. For the duration of this Agreement, Manager shall, and hereby does, grant to the Permittee the exclusive right to serve and sell alcoholic beverages on its Hotel premises.
2. The Permittee shall retain exclusive control and discretion with regard to the purchase, sale, and serving of alcoholic beverages to customers at the Hotel.

3. Permittee at its own expense shall apply for, secure, maintain and renew all state and local licenses and permits necessary to lawfully sell alcoholic beverages at the Hotel. Moreover, Permittee shall, at its own expense, cause all such acts and things to be done as shall be necessary to comply with all statutes, ordinances, laws, rules, regulations, orders and requirements of any Federal, State or municipal government and appropriate departments, commissions, boards and officers having jurisdiction in the premises respecting the sale of alcoholic beverages thereon.

4. Permittee shall arrange for the hiring, training, supervising and discharging of any and all employees involved in the purchase, preparation, service and sale of alcoholic beverages at the Hotel. Compensation, benefits and other terms of employment for these employees at the Hotel shall be generally comparable to those of similar hotels in the same trade area. Moreover, all such employees shall be of such age as law permits to sell and dispense alcoholic beverages.

5. Permittee shall have exclusive control of any activities carried out on said premises relating to the purchase, storage, distribution, possession, transportation and sale of alcoholic beverages pursuant to the licenses issued to the Permittee by the necessary state and municipal authorities.

6. Permittee shall maintain all insurance policies required by and Federal, State or municipal authorities for the purchase, preparation, service and sale of alcoholic beverages at the Hotel.

7. Permittee shall deposit in any bank insured by the Federal Deposit Insurance Corporation (FDIC), all monies received by Permittee for or on behalf of the Manager relating to the sale of alcoholic beverages at the Hotel. Moreover, Permittee shall disburse and pay (or cause the disbursement and payment of) monies in such amounts and at such times as the same are required to be made in connection with:

- (i) All Federal and State taxes, assessments and charges of every kind imposed by any governmental agency relating to the purchase and sale of alcoholic beverage at the Hotel;
- (ii) All costs and expenses of purchasing alcoholic beverages for sale at the Hotel;
- (iii) Insurance premiums, legal fees and management fees and all reimbursements or other payments due to Permittee pursuant to the provision of this Agreement and the Management Agreement;
- (iv) Permittee's allocated share of all utility bills; and
- (v) All other budgeted items of expense.

8. Permittee shall arrange for the timely filing and reporting of any and all Federal and State taxes relating to the purchase and sale of alcoholic beverages which become due and payable during the term of this Agreement, unless thereof is in good faith being contested and enforcement thereof is stayed.

9. Permittee shall have the right to institute, at its own cost, any legal actions or proceedings relating to matters arising out of the alcoholic beverage service conducted at the Hotel.

10. In consideration of permitting Permittee to sell alcoholic beverages on said premises, Permittee agrees to pay to Manager a monthly fee in an amount equal to 3% of gross revenues (the "Monthly Fee"). To the extent that the surplus of revenues from the liquor operations, after payment of the expenses described in this Agreement, is less than the Monthly Fee due in a given month, a portion of the Monthly Fee due hereunder shall abate and accrue in an amount equal to the amount of such deficiency. Permittee shall not retain any amounts in a given month pursuant to this Agreement unless all expenses required to be paid by Permittee pursuant to this Agreement and the Monthly Fee payable under this Agreement, including any accrued arrearages of abated portions of the Monthly Fee from prior months during the term, has been paid in full. Permittee shall not be required to pay any accrued arrearages of abated portions of the

Monthly Fee that remain outstanding and unpaid upon the termination of this Agreement after payment of all expenses required to be paid under this Agreement.

11. The term of this Agreement shall commence on the date on which all of the requisite alcoholic beverage permits are issued and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year terms unless sooner terminated by either party by giving 30 days written notice to the other.

12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and need not be signed by more than one of the parties hereto and all of which constitute one and the same agreement.


[The remainder of this page is intentionally left blank.]



IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.


MANAGER:

Aimbridge Hospitality, LLC, a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Karen Kovach  
Title: Vice President

PERMITTEE:

AHTRST Concessions, LLC, a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Karen Kovach  
Title: Vice President

**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, TUESDAY, JANUARY 16, 2024**

**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 6:02 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Tuesday, January 16, 2023.

**ROLL CALL**

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Oskerka, Sayad, Walsten, Smith, Charewicz. Absent: Brookman. A quorum was present.

**CLOSED SESSION**

Moved by Sayad, seconded by Oskerka, to convene into Closed Session under the following sections of the Open Meetings Act – Probable or Imminent Litigation, Personnel, Sale of Property, Purchase or Lease of Property, Ongoing or Pending Litigation, and Collective Bargaining.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad,  
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared unanimously carried.

The City Council recessed at 6:02 p.m.

The City Council reconvened at 7:03 p.m.

Roll call indicated the following Alderman present: Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz. A quorum was present.

Also present were: City Manager Bartholomew, Assistant Director of Finance Podbial, Director of Public Works and Engineering Oakley, Director of Community and Economic Development Rogers, 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 Mayor Goczkowski.

**ALDERMAN ANNOUNCEMENTS**

Alderman Sayad stated St. Zachary will be hosting an NFL kickoff party on January 28<sup>th</sup> and a Super Bowl breakfast on February 11<sup>th</sup>. He also mentioned he will be having a ward meeting next month – details will be provided soon.

Alderman Walsten stated he has been asked numerous times about the migrant crisis in Chicago, and asked the general counsel to provide further information on why the City Council could not go into closed session to discuss the topic.

General Counsel Friedman provided information regarding closed session regulations.

Alderman Charewicz stated the next 8<sup>th</sup> ward meeting will be February 6<sup>th</sup> at 7:00 p.m. at the Friendship Conservatory. He also stated Izaak Walton League will be hosting their annual game dinner on February 15<sup>th</sup>.

Alderman Oskerka thanked public works for the great job of handling the snow.

**MAYOR ANNOUNCEMENTS**

Mayor Goczkowski also thanked City staff.

**MANAGER'S REPORT**

City Manager Bartholomew introduced Director of Community and Economic Development Rogers.

**CONSENT AGENDA**

Without objection, Item #13 was removed from the consent agenda due to a scrivener's error at the request of Mayor Goczkowski.

Alderman Brookman requested Item #25 to be removed from the consent agenda.

Alderman Walsten requested Item #1 to be removed from the consent agenda.

Moved by Brookman, seconded by Oskerka, to Establish the Consent Agenda without items #1, #13, and #25.

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad,  
Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Moved by Brookman, seconded by Lysakowski, to Approve the Consent Agenda without items #1, #13, & #25.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad,  
Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Minutes were approved; Ordinance M-26-23, Z-33-23, Z-34-23 were adopted; Resolutions R-1-24, R-2-24, R-3-24, R-4-24, R-5-24, R-6-24, R-7-24, R-8-24, R-9-24, R-10-24, R-11-24, R-13-24, R-14-24, R-15-24, R-16-24, R-17-24, R-18-24, R-19-24, R-20-24 were adopted.

City Clerk Mastalski read the items which were removed from the Consent Agenda.

**APPROVE VACATING ALLEY/ 170-190 S. DES PLAINES RIVER RD, 1460 RAND RD, & 1484 RAND RD**

Item #1 was removed from the Consent Agenda.

**Consent Agenda**

Moved by Walsten, seconded by Brookman, to Table indefinitely Ordinance M-25-23, AN ORDINANCE VACATING A PUBLIC ALLEY AT 170-190 S. DES PLAINES RIVER ROAD, 1460 RAND ROAD, AND 1484 RAND ROAD.

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad,  
Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**Ordinance M-25-23**

**AUTH EXPEND FUNDS/ SW LIC AG/ TYLER TECH**

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-1-24, A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER A SOFTWARE LICENSE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR SOFTWARE LICENSES AND MAINTENANCE SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Consent Agenda**

**Resolution R-1-24**

**APPROVE T.O 14/  
WTR WTR MTR  
TEST/M.E. SIMPSON**  
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-2-24, A RESOLUTION APPROVING TASK ORDER NO. 14 WITH M.E. SIMPSON COMPANY, INC. FOR LARGE WATER METER TESTING. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-2-24**

**APPROVE T.O. 12/ FH  
MAINT & FLOW  
TEST/M.E. SIMPSON**  
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-3-24, A RESOLUTION APPROVING TASK ORDER NO. 12 WITH M.E. SIMPSON COMPANY, INC. FOR FIRE HYDRANT MAINTENANCE AND FLOW TESTING. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-3-24**

**APPROVE AG/  
BOILER & HEATER/  
R.J. O'NEIL**  
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-4-24, A RESOLUTION APPROVING AN AGREEMENT WITH R. J. O'NEIL, INC. FOR THE DES PLAINES PUBLIC WORKS BUILDING BOILER REPLACEMENT AND MAIN GARAGE INFRARED HEAT INSTALLATION. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-4-24**

**APPROVE AG/ LS  
MAINT/ BEARY**  
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-5-24, A RESOLUTION APPROVING AN AGREEMENT WITH BEARY LANDSCAPING, INC. FOR LANDSCAPE MAINTENANCE FOR CITY-OWNED GREENSPACE. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-5-24**

**AUTH PURCH/ F-250  
& EQ/ SUTTON &  
REGIONAL**  
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-6-24, A RESOLUTION AUTHORIZING THE PURCHASE OF A FORD F-250 PICK-UP TRUCK FROM SUTTON FORD AND UPFITTING EQUIPMENT FROM REGIONAL TRUCK EQUIPMENT. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-6-24**

**AUTH PURCH/ F-450  
& EQ/ SUTTON &  
HENDERSON**  
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-7-24, A RESOLUTION AUTHORIZING THE PURCHASE OF A FORD F-450 DUMP TRUCK FROM SUTTON FORD AND UPFITTING EQUIPMENT FROM HENDERSON PRODUCT. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-7-24**

**APPROVE PURCH/  
CARGO VAN /  
CURRIE**  
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-8-24, A RESOLUTION AUTHORIZING THE PURCHASE OF A FORD E-TRANSIT CARGO VAN FROM CURRIE MOTORS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-8-24**

**APPROVE PROF SVC  
AG/ ADMIN  
BACKFLOW TEST/  
BACKFLOW SOLN**  
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-9-24, A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BACKFLOW SOLUTIONS, INC. FOR ADMINISTRATIVE SERVICES FOR THE CITY BACKFLOW TESTING PROGRAM. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-9-24**

**APPROVE PURCH/  
CARDIAC MON/  
ZOLL**  
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-10-24, A RESOLUTION APPROVING THE PURCHASE OF ZOLL X-SERIES CARDIAC MONITORS FROM ZOLL MEDICAL CORPORATION. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-10-24**

**APPROVE PURCH/  
FD UNIFORMS/ TIME**  
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-11-24, A RESOLUTION APPROVING THE PURCHASE OF FIRE DEPARTMENT UNIFORMS FROM ON TIME EMBROIDERY, INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-11-24**

**APPROVE AGRMT/  
TIF DIST CONSULT  
SVCS/ RYAN**  
Consent Agenda

Item #13 was removed from the consent agenda without objection due to a scrivener’s error.

**Resolution  
R-12-24**

**APPROVE T.O. 1/  
WTR SVC RPR/ M.Q.**  
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-13-24, A RESOLUTION APPROVING TASK ORDER NO. 1 WITH M.Q. CONSTRUCTION COMPANY FOR ADDITIONAL WATER SERVICE REPAIR SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-13-24**

**APPROVE EXPEND  
FUNDS/ HVAC RPR&  
INSTALL/ HELM**  
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-14-24, A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER A CONTRACT WITH HELM SERVICE FOR HVAC REPAIR AND INSTALLATION. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-14-24**

**APPROVE MAINT/  
IL HWY CODE**  
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-15-24, A RESOLUTION FOR MAINTENANCE UNDER THE ILLINOIS HIGHWAY CODE (24-00000-00-GM). Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-15-24**

**APPROVE AG/  
EMERG WTR SVC/  
NW WTR COMM**  
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-16-24, A RESOLUTION APPROVING AN EMERGENCY INTERCONNECT WATER SERVICE AGREEMENT WITH THE NORTHWEST WATER COMMISSION. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-16-24**

**APPROVE PURCH/  
LEAK DETECT EQ/  
SUBSURFACE SOLN**  
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-17-24, A RESOLUTION APPROVING THE PURCHASE OF LEAK DETECTION EQUIPMENT FROM SUBSURFACE SOLUTIONS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-17-24**

**APPROVE RED/ LTR  
CR/ HALSTON MKT**  
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-18-24, A RESOLUTION APPROVING THE REDUCTION OF THE LETTER OF CREDIT FOR THE HALSTON MARKET DEVELOPMENT AT 1050 EAST OAKTON STREET. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-18-24**

**APPROVE PURCH/  
TRK CHASSIS &  
CMV/ NW TRK**  
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-19-24, A RESOLUTION APPROVING AN AGREEMENT FOR THE PURCHASE OF TWO 5-TON TRUCK CHASSIS AND SEMI-TRACTOR FROM NORTHWEST TRUCKS, INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-19-24**

**APPROVE PURCH &  
INSTALL/ WTR MTR/  
CORE & MAIN**  
Consent Agenda

Moved by Brookman, seconded by Lysakowski, to Approve Resolution R-20-24, A RESOLUTION APPROVING AN AGREEMENT WITH CORE & MAIN, LP FOR THE PURCHASE AND INSTALLATION OF SENSUS WATER METERS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-20-24**

**SECOND READING/  
ORDINANCE**  
**M-26-23**  
Consent Agenda

Advanced to second reading by Brookman, seconded by Lysakowski, to Adopt the Ordinance M-26-23, AN ORDINANCE DECLARING A 2009 BOBCAT T300 OWNED BY THE CITY OF DES PLAINES AS SURPLUS AND APPROVING THE PURCHASE OF A BOBCAT TRACK SKID-STEER FROM ATLAS BOBCAT. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/  
ORDINANCE**  
**Z-33-23**  
Consent Agenda

Advanced to second reading by Brookman, seconded by Lysakowski, to Adopt the Ordinance Z -33-23, AN ORDINANCE APPROVING A ZONING MAP AMENDMENT AND A PRELIMINARY PLANNED UNIT DEVELOPMENT PLAT FOR 900 GRACELAND AVENUE AND 1217 THACKER STREET (CASE #23-039-MAP-PUD-SUB). Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/  
ORDINANCE  
Z-34-23**  
**Consent Agenda**

Advanced to second reading by Brookman, seconded by Lysakowski, to Adopt the Ordinance Z-34-23, AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR 1217 THACKER STREET/919-921 GRACELAND AVENUE, DES PLAINES, ILLINOIS. (CASE #23-040-MAP). Motion declared carried as approved unanimously under Consent Agenda.

**AMEND SEC 7-10-6/  
CITY CODE/ FINES**  
**Consent Agenda**

Item #25 was removed from the Consent Agenda.

**Ordinance  
M-1-24**

Moved by Brookman, seconded by Walsten,, to send back to staff to address tiered fines, Ordinance M-1-24, AN ORDINANCE AMENDING SECTION 7-10-6 OF THE CITY CODE REGARDING FINES.

No Vote.

Moved by Lysakowski, seconded by Oskerka, a Substitute Motion, to Approve First Reading of Ordinance M-1-24, AN ORDINANCE AMENDING SECTION 7-10-6 OF THE CITY CODE REGARDING FINES.

Upon roll call, the vote was:

AYES: 5 - Lysakowski, Moylan, Oskerka,  
Sayad, Charewicz

NAYS: 3 - Brookman, Walsten, Smith

ABSENT: 0 - None

Motion declared carried.

**APPROVE  
MINUTES**  
**Consent Agenda**

Moved by Brookman, seconded by Lysakowski, to Approve the Minutes of the City Council meeting of December 18, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

**NEW BUSINESS**

**MAYOR GOCZKOWSKI**

**CONSIDER  
AMENDING TITLE 7  
OF THE CITY CODE  
REGARDING  
LOADING AND  
UNLOADING OF  
INTERCITY BUSES**

The City Council considered proposed amendments to Title 7 of the Des Plaines City Code regarding the loading and unloading of intercity buses.

Moved by Moylan, seconded by Lysakowski, to Approve First Reading of Ordinance M-2-24, AN ORDINANCE AMENDING TITLE 7 OF THE CITY CODE REGARDING LOADING AND UNLOADING OF INTERCITY BUSES.

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad,  
Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**Ordinance  
M-2-24**

Advanced to second reading by Lyaskowski, seconded by Walsten, to Adopt the Ordinance M-2-24, AN ORDINANCE AMENDING TITLE 7 OF THE CITY CODE REGARDING LOADING AND UNLOADING OF INTERCITY BUSES.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad,  
Sayad, Brookman, Walsten, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**FINANCE & ADMINISTRATION** – Alderman Sayad, Chair

**WARRANT REGISTER**

**Resolution R-21-24**

Alderman Sayad presented the Warrant Register.

Moved by Sayad, seconded by Brookman, to Approve the Warrant Register of January 16, 2024, in the Amount of \$8,313,950.73 and Approve Resolution R-21-24.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**CONSIDER APPROVING PAID VACATION LEAVE TO REGULAR PART-TIME EMPLOYEES**

**Resolution R-22-24**

On November 20, 2023, City Council adopted an ordinance establishing a paid leave policy program for full-time employees, which exempted the City of Des Plaines from the Illinois Paid Leave for All Workers Act (Public Act 102-1143), through its home rule authority. Through discussion, City Council requested that the benefit of paid time off for regular part-time employees be brought for discussion and consideration at a later date.

Regular part-time employees are those with a regular schedule of between 9 and 27.5 working hours per week. They work year-round and are not considered temporary employees. There are currently 17 part-time employees that work this schedule.

Staff recommends providing these part-time employees one (1) hour of vacation for every 40 hours worked, with an accrual bank not to exceed 1.5 times their annual accrual; providing pro-rated vacation accruals for regular part-time City employees.

Moved by Sayad, seconded by Walsten, to Approve Resolution R-22-24, A RESOLUTION APPROVING PAID VACATION LEAVE TO CITY OF DES PLAINES REGULAR PART-TIME EMPLOYEES.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**COMMUNITY SERVICES** – Alderman Smith, Chair

**CONSIDER AUTH THE EXECUTION OF AN AG WITH THE PARK DISTRICT AND THE SENIOR CENTER FOR THE PROVISION OF FUNDING FOR SVCS**

**Resolution R-23-24**

Consideration by the City Council to approve the Interlocal Agreement between the City and the Des Plaines Community Senior Center (a.k.a. the Frisbie Senior Center), as well as authorize advance subsidy funding in the amount of \$64,900 for the 2024 fiscal year.

Stephen Samuelson, President of the Senior Center, spoke on their behalf.

Moved by Walsten, seconded by Charewicz, to Approve Resolution R-23-24, A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE DES PLAINES PARK DISTRICT AND THE DES PLAINES COMMUNITY SENIOR CENTER FOR THE PROVISION OF FUNDING FOR SERVICES.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.



**CONSIDER AUTH  
THE EXECUTION OF  
AN AG WITH THE  
SENIOR CENTER  
FOR THE PROVISION  
OF FUNDING FOR  
MEALS ON WHEELS**  
Resolution  
R-24-24

Consideration by the City Council to approve the Interlocal Agreement between the City of Des Plaines and the Des Plaines Community Senior Center (a.k.a. the Frisbie Senior Center) to provide the Meals on Wheels program, as well as authorize subsidy funding in the budgeted amount of \$47,200 for the 2024 fiscal year.

During the 2024 Budget deliberations the Des Plaines Community Senior Center requested a \$47,200 subsidy from the City for the Meals on Wheels program, which was approved by the City Council.

Moved by Charewicz, seconded by Brookman, to Approve Resolution R-24-24, A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE DES PLAINES COMMUNITY SENIOR CENTER FOR THE PROVISION OF FUNDING FOR THE MEALS ON WHEELS PROGRAM.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad,  
Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**CONSIDER AUTH  
EXECUTION OF AN  
AG WITH THE  
SENIOR CENTER  
FOR THE PROVISION  
OF FUNDING FOR  
HEALTH AND  
SUPPORT SVCS**  
Resolution  
R-25-24

Consideration by the City Council to approve the Interlocal Agreement between the City of Des Plaines and the Des Plaines Community Senior Center (a.k.a. the Frisbie Senior Center), as well as authorize an annual subsidy funding in the amount of \$49,000.

The Des Plaines Community Senior Center offers a wide variety of services, such as daily social and recreational activities, on-going educational programming, one on one counseling options focusing on health, legal, employment, as well as others. The Senior Center works closely with the Community and Police Social Workers in the City’s Police Department. Over the past several years the City of Des Plaines has partnered with the Senior Center on the meals on wheels program.

In 2017, the City Council approved an agreement with the Senior Center to provide additional services that have been previously provided by the City. Some of the services that have been offered include the following: Health Screenings, Support Groups, Referrals, Housing, In-home support, Rehabilitation, Miscellaneous local resources and assistance programs. The cost of providing this service is \$49,000, which the City has agreed to fund on an annual basis.

Moved by Lysakowski, seconded by Smith, to Approve Resolution R-25-24, A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE DES PLAINES COMMUNITY SENIOR CENTER FOR THE PROVISION OF FUNDING FOR HEALTH AND SUPPORT SERVICES.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad,  
Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**CONSIDER  
APPROVING AG  
WITH HISTORY CTR  
FOR FUND SVCS**  
Resolution  
R-26-24

Consideration by the City Council to approve the Interlocal Agreement between the City of Des Plaines and the Des Plaines History Center, as well as authorize subsidy funding in the budgeted amount of \$75,000 for the 2024 fiscal year.

During the 2024 Budget deliberations the Des Plaines History Center requested a \$75,000 subsidy from the City for the administration of the History Center programs as well as special

events. The additional funding will be used for expanded programs, events, and outreach to help make historical and educational resources more accessible to the public.

The Des Plaines History Center is a 501(c)(3), nonprofit organization that operates through the work of paid staff and volunteers, under the guidance and supervision of a Board of Trustees.

Stan Kotecki, a representative of the History Center, spoke on their behalf.

Moved by Charewicz, seconded by Oskerka, to Approve Resolution R-26-24, A RESOLUTION APPROVING AN AGREEMENT WITH THE DES PLAINES HISTORY CENTER FOR THE PROVISION OF FUNDING FOR SERVICES.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad,  
Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**ADJOURNMENT**

Moved by Brookman, seconded by Oskerka to adjourn the meeting. Upon voice vote, motion declared carried. The meeting adjourned at 8:04 p.m.

\_\_\_\_\_  
Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2024


\_\_\_\_\_  
Andrew Goczkowski, MAYOR



POLICE DEPARTMENT

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

MEMORANDUM

Date: January 4, 2024  
To: Michael G. Bartholomew, City Manager  
From: David Anderson, Chief of Police   
Subject: Ordinance M-1-24 – An Ordinance Amending Section 7-10-6 - Code Violation Fines

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**Issue:** Members of City Council have requested the updating of parking fines included in city ordinance 7-10-6.

**Analysis:** Due to continuous parking issues that arise in the city, members of the City Council have requested that staff review and increase the fine amount on parking tickets. The proposed ordinance would increase fines listed on ordinance 7-10-6.

**Recommendation:** I recommend that the City Council approve Ordinance M-1-24. An ordinance amending section 7-10-6 of the Des Plaines city code regarding code violation fines.

**Attachment:**  
Ordinance M-1-24

**CITY OF DES PLAINES**

**ORDINANCE M - 1 - 24**

**AN ORDINANCE AMENDING SECTION 7-10-6 OF THE CITY CODE REGARDING FINES.**

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

**WHEREAS**, Title 7 of the City of Des Plaines City Code, as amended ("**City Code**"), regulates motor vehicles and traffic within the City; and

**WHEREAS**, Section 7-10-6 of the City Code sets forth fines applicable to violations of Title 7 of the City Code ("**Motor Vehicle and Traffic Fines**"); and

**WHEREAS**, the fines set forth in the City Code are updated from time to time to align with other neighboring communities and maintain their deterrent effect; and

**WHEREAS**, after a review of the Motor Vehicle and Traffic Fines, the City desires to amend Section 7-10-6 to increase various fines (collectively, "**Amendments**"); and

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

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

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

**SECTION 2: CODE VIOLATIONS FINES.** Section 7-10-6, titled "Code Violation Fines," of Chapter 10, titled "Traffic Enforcement and Penalties," of Title 7, titled "Motor Vehicles and Traffic," of the City Code is hereby amended to read as set forth on **Exhibit A**, attached to and made a part of this Ordinance.

**SECTION 3. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

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

**[SIGNATURE PAGE FOLLOWS]**

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Ordinance Amending Section 7-10-6 Re Fines

## EXHIBIT A

### 7-10-6: CODE VIOLATION FINES:

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

#### SCHEDULE OF CODE VIOLATION FINES

Code §	Violation	Citation Fine	21-Day Fine Final Notice
<a href="#">7-2-1B</a>	Unnecessary noise	25.00	40.00
<a href="#">7-2-1B</a>	Unnecessary noise/use of horn	25.00	40.00
<a href="#">7-3-1</a>	“No parking” signs	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-2</a>	Parking prohibited in certain places:		
<a href="#">7-3-2A</a>	Leaving less than 18 feet of roadway	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-2B1</a>	Leaving less than 10 feet of alley clear	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-2B2</a>	Parking in alley (except to load/unload)	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-2C</a>	Parking within 25 feet of crosswalk	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-2D1</a>	Park semitrailers or tractors in residential areas	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-2D2</a>	Park unattached trailer on public street, except in an emergency or as permitted by <a href="#">7-3-2D4</a>	First violation: 100.00	
		Subsequent violation(s): 250.00	
<a href="#">7-3-2D3</a>	Park semitrailer cab, with or without attached trailer, overnight on public street	First violation: 100.00	
		Subsequent violation(s): 250.00	
<a href="#">7-3-2E2</a>	Park commercial vehicles in residential areas	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-2E3</a>	Park commercial vehicle overnight on a public street	First violation: 100.00 Subsequent violation(s): 250.00	
<a href="#">7-3-2F2</a>	Park antique vehicle overnight on a public street	First violation: <del>25.00</del> <b><u>100.00</u></b> Second violation: <del>50.00</del> <b><u>150.00</u></b> Subsequent violation(s): <del>100.00</del> <b><u>200.00</u></b>	
<a href="#">7-3-2H1</a>	Prohibited parking designated places as posted	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-2H2</a>	No parking on parkways	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-2H3</a>	Parking to load/unload passengers in front of public buildings	25.00	40.00
<a href="#">7-3-2H4</a>	Park under viaduct	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-2H5</a>	Blocking driveway or garage	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-3</a>	Parking on wrong side of street as posted	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-4</a>	Parking limited in designated places	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-5</a>	Stand/park in marked loading zone	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-5B</a>	Stand/park more than 12 inches from curb; right wheels to curb	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-5C</a>	Unlawful parking:		
<a href="#">7-3-5C1</a>	Displaying vehicle for sale	25.00	40.00

<a href="#">7-3-5C2</a>	Washing, greasing, repairing vehicle	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-5C3</a>	Advertising with vehicle	25.00	40.00
<a href="#">7-3-6</a>	Stand/park in bus/taxicab stand	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-8A</a>	Park on snow route during snow removal operations	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-8A</a>	With vehicle being towed or relocated	<del>69.00</del> <b><u>150.00</u></b>	<del>84.00</del> <b><u>165.00</u></b>
<a href="#">7-3-8B</a>	Park after 2 inches of snowfall	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-8C</a>	Parking during snow removal after being notified	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-3-9</a>	Residential parking only by permit	<del>31.00</del> <b><u>100.00</u></b>	<del>46.00</del> <b><u>115.00</u></b>
<a href="#">7-3-10</a>	Posted towaway zone	<del>63.00</del> <b><u>150.00</u></b>	<del>78.00</del> <b><u>165.00</u></b>
<a href="#">7-3-11A</a>	Parking within 15 feet of fire hydrant	100.00	115.00
<a href="#">7-3-11B</a>	Parking within 15 feet of station driveway	100.00	115.00
<a href="#">7-3-11C1</a>	Following within 500 feet of fire apparatus which is on an emergency call	100.00	115.00
<a href="#">7-3-11C2</a>	Parking within 15 feet of fire department sprinkler connection	100.00	115.00
<a href="#">7-3-11D</a>	Parking in fire lane	100.00	115.00
<a href="#">7-3-12</a>	Street maintenance	25.00	40.00
<a href="#">7-3-12</a>	With vehicle being towed or relocated	<del>69.00</del> <b><u>150.00</u></b>	<del>84.00</del> <b><u>165.00</u></b>
<a href="#">7-3-14A1</a>	Park in designated handicap space or access area for handicap space	250.00	250.00
<a href="#">7-4-1</a>	Obstructing traffic at intersection or crosswalk	25.00	40.00
<a href="#">7-4-2A</a>	Driving through funeral procession	25.00	40.00
<a href="#">7-4-4</a>	Driving on sidewalks and parkways	25.00	40.00
<a href="#">7-4-9</a>	Obstructing traffic	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-6-1</a>	Private parking lot/private space	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-7-3E</a>	Overnight parking	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-7-7</a>	Overtime 1, 2, 3 hour limit	<del>13.00</del> <b><u>100.00</u></b>	<del>28.00</del> <b><u>115.00</u></b>
<a href="#">7-7-7</a>	Expired 12 hour meter	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-7-7D</a>	Unlawful parking in space restricted for use by electric vehicle	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>
<a href="#">7-8-2</a>	Unlawful abandonment	<del>63.00</del> <b><u>150.00</u></b>	<del>78.00</del> <b><u>165.00</u></b>
<a href="#">7-10-4E</a>	Backing into space prohibited where posted	<del>25.00</del> <b><u>100.00</u></b>	<del>40.00</del> <b><u>115.00</u></b>



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: January 25, 2024  
 To: Michael G. Bartholomew, City Manager  
 From: Ryan N. Johnson, Assistant Community and Economic Development Director <sup>R.J.</sup>  
 Subject: Professional Services Agreement with Ryan, LLC

**Update:** This item was continued from the January 16, 2024 City Council Meeting due to a scrivener's error in the Resolution document.

**Issue:** The Community and Economic Development and Finance Departments would like to continue to utilize the services of Ryan, LLC to provide consulting services regarding redevelopment designation project reviews and the City's current Tax Increment Finance (TIF) Districts.

**Analysis:** Illinois State Statute requires municipalities to submit annual reports for each redevelopment district to the State Comptroller 180 days after the end of the community's most recent fiscal year upon completion of the municipal audit.

The TIF Annual Reports enable the public and other taxing bodies to review the status of the TIF Districts pursuant to annual intergovernmental Joint Review Board (JRB) meetings. The City continuously evaluates the performance of the TIF districts with an effort to readjust plans and goals as necessary. The analysis of the financial data from the City's audits and importing to the TIF Reports requires not only technical financial knowledge and experience but long-term institutional knowledge of TIF District activities. For these reasons most Illinois municipalities, including Des Plaines, utilize a TIF consultant for reporting and participation in the JRB meetings.

The City had historically utilized Kane, McKenna, and Associates (KMA) for these services. In June 2023, Ryan, LLC substantially purchased all of the assets of KMA and retained the KMA service team. Per the attached professional services agreement, Ryan, LLC will continue to assist the City's preparation of the Annual TIF Reports, assist the City in coordinating and attending JRB meetings, and provide general TIF-related consulting services at a not-to-exceed amount of \$30,000. This is a budgeted item across several department budgets.

**Recommendation:** Staff recommends the City Council approve Resolution R-12-24 approving a Professional Service Agreement with Ryan, LLC for TIF and redevelopment related consulting services during fiscal year 2024.



**Attachments:**

Attachment 1: Resolution R-12-24

Attachment 2: Professional Services Agreement

**CITY OF DES PLAINES**

**RESOLUTION R - 12 - 24**

**A RESOLUTION APPROVING AN AGREEMENT WITH RYAN, LLC FOR CONSULTING SERVICES RELATED TO TIF DISTRICTS IN THE CITY.**

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

**WHEREAS**, the City has appropriated funds for use during the 2024 fiscal year for the procurement of consulting services related to monitoring, evaluating, fiscal analysis and reporting on the performance of the tax increment financing districts in the City ("**Services**"); and

**WHEREAS**, Ryan, LLC ("**Consultant**") has performed the Services for the City in the past to the City's satisfaction; and

**WHEREAS**, pursuant to Chapter 10 of Title 1 of the City Code of the City of Des Plaines and Section 7.4(E) of the City's purchasing policy, the City has determined that the procurement of the Services is not adapted to award by competitive bidding because the Services require a high degree of professional skill; and

**WHEREAS**, the City desires to enter into a one-year agreement with Consultant for the performance of the Services in the not-to-exceed amount of \$30,000 per year, subject to the appropriation of sufficient funds by the City Council for the Services in future fiscal years ("**Agreement**"); and

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

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

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

**SECTION 2: APPROVAL OF AGREEMENT.** The Agreement is approved 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 AGREEMENT.** The City Manager and the City Clerk are authorized and directed to execute and seal, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two executed copies of the final Agreement from Consultant; provided, however, that if the City Clerk does not receive such

executed copies of the final Agreement from Consultant within 30 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement 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 \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**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**

**EXHIBIT A**  
**AGREEMENT**

**CITY OF DES PLAINES  
PROFESSIONAL SERVICES AGREEMENT  
FOR TIF CONSULTING SERVICES**

**THIS AGREEMENT (“Agreement”)** is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (**“Effective Date”**) and is by and between the City of Des Plaines, an Illinois home rule municipal corporation (**“City”**), and **RYAN, LLC**, a Delaware limited liability company (**“Consultant”**) (collectively, the **“Parties”**).

**IN CONSIDERATION OF** the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the City’s statutory and home rule powers, the Parties agree as follows:

**SECTION 1. SCOPE AND PROVISION OF SERVICES.**

**A. Engagement of the Consultant.** The City hereby engages the Consultant to provide consulting services relating to project revenue analysis, redevelopment plan and project analysis, preparation of annual tax increment allocation financing (**“TIF”**) reports, and the performance of TIF related project revenue analysis (collectively, the **“Services”**), which Services are further described in the Scope of Services submitted by the Consultant, a copy of which is attached as **Exhibit A** to this Agreement (**“Scope of Services”**). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

**B. Commencement; Time of Performance.** The Consultant will commence the Services on written notice from the City that this Agreement has been fully executed by the Parties (**“Commencement Date”**). The Consultant will diligently and continuously prosecute the Services until December 31, 2024 (**“Time of Performance”**).

**C. Reporting.** The Consultant will regularly report to the City regarding the progress of the Services during the term of this Agreement.

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

**E. Information Releases.** The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the City.

**F. Mutual Cooperation.** The City will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the City may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the City in the performance of the Services to complete the Work and with any other the Consultants engaged by the City.

## **G. Compliance with Laws and Grants.**

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant will also comply with all conditions of any federal, state, or local grant received by City or the Consultant with respect to this Agreement or the Services.

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

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

## **SECTION 2. COMPENSATION AND METHOD OF PAYMENT.**

**A. Compensation.** The total amount billed by the Consultant for the Services under this Agreement will not exceed \$30,000.00 ("**Compensation**"), as outlined in the Scope of Services, including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the City.

**B. Invoices and Payment.** The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The City will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

**C. Records.** The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the City to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the City under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

**D. Claim in Addition to Compensation.** If the Consultant claims a right to additional compensation as a result of action taken by the City, the Consultant must provide written notice to the City of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the City without interruption.

**E. Taxes, Benefits, Royalties.** The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

**F. Completion and Acceptance of Services.** The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be.

**G. Additional Services.** The City will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether the Additional Services are requested or directed by the City, except upon the prior written consent of the City Manager after approval in accordance with applicable procedures.

**H. No Additional Obligation.** The City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

### **SECTION 3. PERSONNEL; SUBCONTRACTORS.**

**A. Key Project Personnel.** The employees, officials, and personnel of the Consultant described in the Scope of Services ("**Key Project Personnel**"), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the City's prior written approval. The Consultant will notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the City for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

**B. Availability of Personnel.** The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

**C. Approval and Use of Subcontractors.** The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

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

#### **SECTION 4. TERM OF AGREEMENT.**

**A. Term.** The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the City determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the City has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the City by the Consultant.

**B. Termination.** Notwithstanding any other provision hereof, the City may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

#### **SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.**

**A. Confidential Information.** In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the City that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the City. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the City regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the City with the understanding that the City will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

**B. Ownership.** The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be



performed under this Agreement will be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the City. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 *et seq* subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the City all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the City. The Consultant will execute all documents and perform all acts that the City may request in order to assist the City in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the City upon demand at any time and in any event, will be promptly delivered to the City upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the City's data in the format requested by the City. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

**C. Freedom of Information Act and Local Records Act.** The Consultant acknowledges that this Agreement, all documents submitted to the City related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other comparable state or federal laws now existing or adopted later (collectively, the "**Disclosure Laws**"). In the event that the City requests records from the Consultant, the Consultant shall promptly cooperate with the City to enable the City to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the City in its sole and absolute discretion.

**D. Injunctive Relief.** In the event of a breach or threatened breach of this Section 5, the City may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the City will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the City may have in equity, by law or statute. The Consultant will fully cooperate with the City in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the City in any notification efforts required by law.

## **SECTION 6. WARRANTY.**

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the City. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

## **SECTION 7. CONSULTANT REPRESENTATIONS.**

**A. Ability to Perform.** represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

**B. Authorization.** The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

**C. Company Background.** The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify City in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to City approval which will not be unreasonably withheld.

**D. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge: (1) no City employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**E. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* *The Consultant* represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the City for all loss or damage that the City may suffer, and this Agreement will, at the City's option, be null and void.

**F. Sexual Harassment Policy.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

**G. No Default.** The Consultant is not in arrears to the City under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the City in writing.

**H. No Legal Actions Preventing Performance.** As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

**I. Patriot Act Compliance.** The Consultant represents and warrants to the City that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the City and its officials, officers, authorities, and all City elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

## **SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.**

**A. Indemnification.** The Consultant agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

**B. Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the City, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the City and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the City may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the City and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the City (10 days' written notice in the event of cancellation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

**C. No Personal Liability.** No elected or appointed official, or employee of the City will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

#### **SECTION 9. DEFAULT.**

**A. Default.** If the City determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any the Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the City, then the City will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

**B. Remedies.** In case of any Event of Default, the City may pursue the following remedies:

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

2. Termination of Agreement. The City may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the City will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

#### **SECTION 10. GENERAL PROVISIONS.**

**A. Amendment.** No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

**C. City Actions, Consents, and Approvals.** Any action, consent, or approval needed to be taken or given under this Agreement by the City may only be performed by the City Manager or their designee, to the extent provided for by law.

**D. Binding Effect.** The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

**E. Notice.** Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

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

City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attention: City Manager  
E-mail: mbartholomew@desplaines.org

With a copy to:

Elrod Friedman LLP  
325 N. LaSalle Street, Suite 450  
Chicago, Illinois 60654  
Attention: Peter Friedman, General Counsel  
E-mail: Peter.Friedman@elrodfriedman.com

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

Ryan, LLC  
Three Galleria Tower  
13155 Noel Road  
Suite 100  
Dallas, Texas 75240  
Attention: Sharon Roberts, Principal

With a copy to:

Ryan, LLC  
311 S. Wacker Dr., Suite 4800  
Chicago, Illinois 60606  
Attention: Iryna Dziuk  
Iryna.Dziuk@ryan.com

**F. Third Party Beneficiary.** The provisions of this Agreement are and will be for the benefit of the Consultant and the City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The City will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the City, without the knowledge and approval of the Corporate Authorities.

**G. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the City will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

**H. Time of the Essence.** Time is of the essence in the performance of this Agreement.

**I. Governing Laws.** This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

**J. Venue.** Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

**K. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to the Scope of Services and the Services.

**L. Non-Waiver.** No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

**M. Exhibits. Exhibits A and B** attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

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

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

**P. Interpretation.** This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

**Q. Survival.** The provisions of Sections 6, 7, and 8 will survive the termination or expiration of the Agreement.

**R. Calendar Days; Calculation of Time Periods.** Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

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

ATTEST:

**CITY OF DES PLAINES**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager

ATTEST:

**CONSULTANT**

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

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

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

Its: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**



## EXHIBIT B

### INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
  - \$500,000 injury-per occurrence
  - \$500,000 disease-per employee
  - \$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

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

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

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

F. Owner as Additional Insured. City will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify City as follows: City of Des Plaines, including its City Council members and other elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to City, the following parties will be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____

**Exhibit A to Public Services Agreement**  
**The Ryan, LLC Scope of Work**



311 South Wacker Drive  
Suite 4800  
Chicago, IL 60606  
Tel. 312.980.1122  
Fax 312.980.1132  
www.ryan.com

November 17, 2023

Mr. Ryan Johnson  
Assistant Director of Community & Economic Development  
City of Des Plaines  
1420 Miner Street  
Des Plaines , Illinois 60016

Re: Economic Development Finance Services

Dear Mr. Johnson:

Thank you very much for the opportunity to assist City of Des Plaines, including subsidiaries and/or affiliates thereof (“City”), with economic development finance services. This letter of agreement (the “Agreement”) outlines the terms of our engagement to assist City with economic development services.

### **ENGAGEMENT SCOPE**

Ryan, LLC (“Ryan”) will assist City with general economic development consulting services as requested by the City.

Ryan’s Services will include the following:

#### ***TASK 1 – ANNUAL TAX INCREMENT FINANCE (TIF) REPORTS***

- Ryan with the City, the City Attorney and auditor to comply with reporting requirements on yearly TIF activity, as specified in State law.
- Assist the City to prepare the necessary report components including certifications, as specified in State law.
- Assist the City in preparation and delivery of the current fiscal year TIF Report to all affected taxing districts and the City Council.
- Review summary data and redevelopment activities including follow-up with developer and/or business entity projects undertaken within the TIF District.
- Assist the City, the City Attorney and staff to prepare taxing district notices for all Joint Review Board meetings. In addition, Ryan will assist City staff to coordinate such meetings.

***TASK 2 – PROJECT REVENUE ANALYSIS (NON TIF)***

Ryan will assist the City in the implementation of an economic development program to review data within projects identified by the City. Services that will be provided include:

- Project anticipated incremental revenues to be generated from potential development projects and judge whether such revenues are reasonable, feasible and are based on acceptable assumptions given each development project's characteristics and potential.
- Provide the City with recommendations regarding proposed revenue/cost projections and the potential funding advantages and disadvantages of various public financing strategies.

***TASK 3 – PRELIMINARY REDEVELOPMENT PROJECT AREA/TIF AND RELATED FISCAL IMPACT REVIEW***

- Assist the City in investigating the funding of certain redevelopment costs related to redevelopment of the Project.
- Prepare preliminary estimates of tax increment revenues and supportable public assistance.
- Review the characteristics of the Project site in order to assess the potential qualification factors (strengths and weaknesses) of any identified area under Illinois law.
- Prepare a preliminary analysis which assesses the pros and cons of pursuing TIF or other forms of economic incentives.
  - At a minimum, the Report will include the following:
    - Review area for land use and conditions and summarize results.
    - Establish preliminary project boundaries.
    - Determine area qualifications pursuant to State statute.
    - Prepare survey analysis and identify necessary documentation to support findings.

***TASK 4 – REDEVELOPMENT PLAN AND PROJECT***

Under City direction complete the redevelopment plan and project required by State statute. Among other elements the redevelopment plan prepared for the City to include:

- A statement of redevelopment goals and objectives.
- Examination and presentation of qualification factors as required under State law.

Mr. Ryan Johnson  
City of Des Plaines  
November 17, 2023  
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- A statement of eligible redevelopment activities the City may allow under the plan.
- Presentation of estimated costs for the redevelopment projects contemplated for implementation under the plan.
- Assist with proper notification and participating in required hearings and Joint Review Board meetings.
- Assist the City with procedures and participation in all meetings with parties as required in the TIF law.
- Work with the City's counsel to meet all the requirements of Illinois law so to insure proper redevelopment project area designation.
- Assist City's counsel in preparation of appropriate ordinances for adoption of the redevelopment plan.
- Assist the City to establish and maintain complete documentation files to assure proper support of eligibility findings in order to support legal standing for the redevelopment.

Neither Ryan nor any of its employees will provide any legal or accounting services to City in connection with this engagement. Neither Ryan nor any employee of Ryan will serve in a representative capacity on behalf of before the Internal Revenue Service (IRS), nor will Ryan or any employee of Ryan obtain a power of attorney (on IRS Form 2848 or otherwise) authorizing Ryan or such employee to represent City before the IRS. If it becomes necessary for City to have a representative before the IRS or if it becomes necessary for Ryan to engage a party to provide professional services in support of Ryan's obligations under this Agreement, Ryan may, at its option, engage a representative or such third party on behalf of City to represent City before the IRS or provide such professional services, as the case may be. Such engagement shall (i) be at Ryan's expense, provided that in the case of an Adjudication, Ryan's fee shall be adjusted as set forth below; and (ii) be subject to City's approval, provided that City agrees not to unreasonably withhold or condition such approval. Ryan will provide assistance to such representative, but such assistance shall be limited to providing the factual basis for the filing of claims for refund and other tax returns filed by City pursuant to this agreement and the information supplied on such returns.

### **ENGAGEMENT PERIOD**

Upon written pre-authorization and approval, Ryan may begin its Services to City while City seeks requisite approval from any applicable municipality leadership, governing body, or the like. Compensation for such Services shall be due and payable to Ryan, per the payment terms described

Mr. Ryan Johnson  
City of Des Plaines  
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below, regardless of such requisite approval being in place at the time such Services were performed.

### **ELECTRONIC DATA FILES**

City agrees to provide electronic data files to Ryan that will facilitate the identification and location of records to be reviewed. Ryan will assist City's information systems personnel with determining the appropriate system file layouts, required data fields, and file types. Any out-of-pocket costs of preparing, modifying, or transferring such data will be the responsibility of Ryan. City further agrees to assist Ryan in using Ryan's data extraction applications and other tools by providing all necessary access and configurations. City acknowledges that Ryan's data extraction applications and other tools are proprietary to Ryan, and City shall acquire no rights whatsoever with respect to such applications and other tools.

City agrees that all electronic data files shall be transferred by City to Ryan through a secure transfer site and by methods approved in advance by Ryan and City. The following data sites are approved by Ryan for such transfer: SFS and SFTP. In facilitation of this transfer, Ryan shall provide specific transfer instructions to City when the electronic data files are prepared for delivery. City further agrees that neither City nor any employee or agent of City shall transmit PII (as defined below) to Ryan without first (a) having reached an agreement with Ryan as to the date, time, and method of such transmission; (b) identified the particular types of PII; and (c) represented to Ryan that City is not restricted from transferring the PII. "PII" or "Personally Identifiable Information" is any information that can be used to identify, contact, or locate an individual, either alone or combined with other easily accessible sources, or as defined by applicable law. PII includes information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

### **RESPONSIBILITIES**

All services will be conducted under the supervision of Ms. Sharon Roberts, Principal who serves as Client Principal for City. Ms. Sharon Roberts, Principal, will serve as the Engagement Principal for this project. Mr. Charles Durham, Manager and will be responsible for staffing (including assignments of Iryna Dziuk, Senior Consultant, as existing service providers to the Village), project coordination, technical direction, and related issues. Additionally, throughout the course of this engagement, we will make every effort to arrange and schedule all work to avoid interruption to City's normal business operations.

Mr. Ryan Johnson  
City of Des Plaines  
November 17, 2023  
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## **COMPENSATION**

City agrees to pay Ryan an hourly rate of \$290 for the Services based on the time that our professionals spend performing them. Billed monthly at the hourly rate for each individual, multiplied by the time Ryan professional expend to perform the services. Ryan's hourly rate fees increase annually on January 1<sup>st</sup>.

- Ryan estimates that the cost for Task 1 services will be \$8,000 to \$10,000.
- Ryan estimates that the cost for Task 2 services will be \$8,000 to \$10,000.
- Ryan estimates that the cost for Task 3 services will be \$8,000.
- Costs for Task 4 will be estimated at the time of Project commencement.

In addition, City shall reimburse Ryan for direct expenses incurred in connection with the performance of the Services. Direct expenses include reasonable and customary out of pocket expenses for items such as filing, application fees, mailers postage, external printing and copying services, third party fees and conferencing services. Ryan's compensation will not be reduced by any such expenses.

All invoices are due and payable in full within thirty (60) days of Village's receipt of invoice(s), in accordance with the Illinois Prompt Payment Act. City agrees to pay interest of one and one-half percent (1½%) per month on any past due fees. City further agrees to pay all costs of collection, including, but not limited to, any collection agency or attorneys' fees, incurred by Ryan in connection with fees more than sixty (60) days past due. Ryan's preferred method of payment is via electronic funds transfers ("EFT"), and EFT instructions will be provided to City on each invoice. In the event City is unable to remit payment via EFT, Ryan will accept checks, credit cards, or purchasing cards; however, if payment is made using a credit card or purchasing card, City authorizes Ryan to add a processing fee to the payment. Such processing fee is currently three percent (3%) of the payment amount and is subject to change upon thirty (30) days prior notice. Ryan and City shall abide by the rules of the National Automated Clearing House Association (or other similar local regulator) and the banking laws of the United States (or other applicable jurisdiction) when performing EFT (or similar electronic payment) transactions.

## **NOTICE**

Any notice to be given under this Agreement shall be given in writing and may be made by personal delivery or hand delivery by courier, by overnight reputable national courier, or by placing such in the United States certified mail, return receipt requested. Notices to City should be sent to the address indicated on the first page of this Agreement and notices to Ryan should be addressed as follows:



Mr. Ryan Johnson  
City of Des Plaines  
November 17, 2023  
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Ryan, LLC  
Three Galleria Tower  
13155 Noel Road  
Suite 100  
Dallas, Texas 75240  
Attn: Chairman and CEO

With copy to:           Attn: General Counsel

### **INTEGRITY AND CONFIDENTIALITY**

We guarantee that all matters associated with the professional services we render will be directed with the highest degree of professional integrity. Accordingly, all information that City makes available to Ryan shall be considered confidential, proprietary information, and Ryan shall not disclose such information to any third party except as required in fulfilling duties described by this Agreement or to comply with an official order of a court of law.

Additionally, City agrees that Ryan's work product, including specific engagement procedures and techniques, constitutes proprietary and exclusive information, and City further agrees not to disclose such information to any third party without obtaining prior written approval from Ryan. Additionally, Ryan's tax saving strategies constitute proprietary and exclusive information; provided, however, that notwithstanding the foregoing, Ryan does not limit City's disclosure of the tax treatment or the tax structures of the transactions. This Agreement does not include information independently developed by City, information previously known to City or information rightfully received by City from a third party without confidential limitations.

### **LIMITATION OF LIABILITY**

Ryan does not guarantee a particular result as part of the services and Ryan shall not be liable for an adverse or unsatisfactory result unless such result is solely and directly caused by Ryan's negligence. Ryan shall not be liable for the following: (i) any failure or delay by City in executing returns, forms or letters of authorization; (ii) inaccurate, untimely, incomplete, or otherwise unreliable information provided by City or third-parties engaged by City; (iii) inaccuracies in data or forms published by taxing authorities; or (iv) statutory, administrative, or judicial changes occurring after the submission of claims or filings to the taxing authority.

Ryan shall not be liable to City for any claim, liability, damage or expense under any theory ("Claim" or "Claims") in excess of the following: (i) for any single Claim, \$20,000; and, (ii) for all Claims occurring in a twelve (12) month period, the lesser of \$100,000, or the fees paid by City to Ryan for the specific services giving rise to the Claim during the preceding twelve (12) months. City may not assert any cause of action against Ryan more than one (1) year after the date

Mr. Ryan Johnson  
City of Des Plaines  
November 17, 2023  
Page 7 of 7

the cause of action accrues. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR COSTS, INCLUDING LOST OR DAMAGED DATA, LOSS OF PROFIT OR GOODWILL, WHETHER FORESEEABLE OR NOT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**LAW GOVERNING AGREEMENT**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois . Exclusive venue for any dispute with respect to this Agreement shall reside in a court of competent jurisdiction in City of Chicago, Cook County, State of Illinois .

**ACKNOWLEDGMENT**

Thank you for the opportunity to assist you with this project. If the above terms and conditions meet with your approval, please sign and return a copy of this Agreement at your convenience. Upon acceptance, we will contact you to arrange a mutually acceptable time to begin our review. If you have any questions, or if you would like to discuss this Agreement further, please contact Mr. Sharon Roberts at 225.334.0040 Ext. 11-3446.

**RYAN, LLC:**

**CITY OF DES PLAINES:**

By: 

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

Name: Sharon Roberts

Name: Ryan Johnson

Title: Principal

Title: Assistant Director of Community & Economic Development

Date: 11/17/2023

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



FINANCE DEPARTMENT

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

MEMORANDUM

Date: January 24, 2024  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-38-24, February 5, 2024, Warrant Register

**Recommendation:** I recommend that the City Council approve the February 5, 2024, Warrant Register Resolution R-38-24.

Warrant Register.....\$4,738,880.45

**Estimated General Fund Balance**  
Balance as of 12/31/2023: \$33,570,780  
*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-38-24**

**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.**

**February 5, 2024**

# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 100 - General Fund</b>						
<b>Elected Office</b>						
<b>Division: 110 - Legislative</b>						
1	6000	Professional Services	8452 Anderson Legislative Consulting LTD	01-2024	Lobbyist Services - December 2023 - R-120-23	5,420.00
2	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	4322	Lobbyist Services - January 2024 - R-215-23	5,000.00
<b>Total 110 - Legislative</b>					<b>10,420.00</b>	

<b>Division: 120 - City Clerk</b>						
3	5310	Membership Dues	1649 Municipal Clerks of IL	2024 City Clerk	2024 Dues - City Clerk	85.00
4	5310	Membership Dues	1649 Municipal Clerks of IL	2024 DC	2024 Dues - Deputy Clerk	85.00
5	6000	Professional Services	8197 American Legal Publishing Corporation	29806	2024 Annual Web Hosting - Codify Ordinances Per Agreement	500.00
6	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8005844585	Shredding Services 12/08-12/29/2023	85.17
7	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 011024	Water Delivery Services 01/04/2024	8.00
8	7500	Postage & Parcel	1041 Federal Express	8-354-16385	Shipping Charges to Elrod Friedman 12/13 and 12/15/2023	39.78
<b>Total 120 - City Clerk</b>					<b>802.95</b>	

<b>Total 10 - Elected Office</b>					<b>11,222.95</b>
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<b>City Administration</b>						
<b>Division: 210 - City Manager</b>						
9	6005	Legal Fees	8897 Emry Murdoch LLC	11408	1374-1384 Oakton Avenue Eminent Domain Matter 12/04-12/21/2023	1,507.50
10	6005	Legal Fees	8897 Emry Murdoch LLC	11409	281-299 River Road Eminent Domain Matter 12/06-12/27/2023	1,206.00
11	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	17742	Legal Fees - December 2023	1,889.58
12	7000	Office Supplies	1644 Warehouse Direct Inc	5645178-0	2 Boxes Copy Paper and Binder Clips	106.56
13	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 011024	Water Delivery Services 01/04/2024	56.46
<b>Total 210 - City Manager</b>					<b>4,766.10</b>	

<b>Division: 230 - Information Technology</b>						
14	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA10090126384	Server Maintenance 02/01-02/29/2024	52.12
15	7005	Printer Supplies	8632 Imaging Essentials Inc	SINV105660	4 Toner Cartridges & 1 Printhead	945.20
16	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 011024	Water Delivery Services 01/04/2024	46.97
17	7320	Equipment < \$5,000	5068 IT Savvy LLC	01472945	Crestron 10" Video Desk Teams Phone with Handset	748.79
18	7320	Equipment < \$5,000	1026 CDW LLC	NN61842	40 Yubico Keys	2,323.20
<b>Total 230 - Information Technology</b>					<b>4,116.28</b>	

<b>Division: 240 - Media Services</b>						
19	6110	Printing Services	1233 Press Tech Inc	51986	Printing & Addressing for 25K 2024 Community Calendars 12/22/23	14,540.00

# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
20	6115	Licensing/Titles	1006 ASCAP American Society of Composers, Authors & Pub	100006264915	Music Performance License 1/1/24-12/31/24	867.00
21	6115	Licensing/Titles	1574 SESAC Inc	10703802	Music Performance License 1/1/24-12/31/24	1,888.00
22	6115	Licensing/Titles	1543 BMI Broadcast Music Inc	51398879	Music Performance License 1/1/24-12/31/24	779.40
23	6195	Miscellaneous Contractual Services	8850 LanguageLine Solutions	11197296	Translation-2024 Comm Calendar Into Polish & Spanish 12/22/23	4,870.43
24	6195	Miscellaneous Contractual Services	8843 Granicus LLC	178013	2024 Website Redesign, Develop, Hosting and Support	23,233.71
25	6195	Miscellaneous Contractual Services	8125 Monsido Inc	287628	Web & Accessibility Compliance 2/1/24-1/31/25	4,895.04
26	8010	Furniture & Fixtures	5196 Henricksen & Company Inc	23110050-001DE	2nd Fl. Studio Set Furniture - 50% Deposit	3,228.50
<b>Total 240 - Media Services</b>					<b>54,302.08</b>	

<b>Division: 250 - Human Resources</b>						
27	5340	Pre-Employment Testing	1320 IL State Police	20231101755	Fingerprint Background Check Services - Nov 2023	56.50
28	5340	Pre-Employment Testing	8533 Justifacts Credential Verification	378977	1 Pre-Employment Background Screening 11/27/2023	64.75
29	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	4947	Job Posting - Civil Engineer 1/4-1/24/2024	50.00
30	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	4962	Job Posting - Management Analyst 1/8-1/26/2024	50.00
31	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	4963	Job Posting - Economic Development Manager 1/9-1/26/2024	50.00
32	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8005844585	Shredding Services 12/08-12/29/2023	85.17
33	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 011024	Water Delivery Services 01/04/2024	46.97
<b>Total 250 - Human Resources</b>					<b>403.39</b>	

<b>Total 20 - City Administration</b>					<b>63,587.85</b>
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<b>Department: 30 - Finance</b>						
34	6110	Printing Services	8656 Stevens Group LLC, The	0208530	Printing of 2024 Budget Books 01/11/2024-Qty 40	2,600.00
35	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8005844585	Shredding Services 12/08-12/29/2023	85.17
36	7000	Office Supplies	4239 Anderson Safford	10419	4 Date Stamps	303.20
37	7000	Office Supplies	4239 Anderson Safford	10428	9 Self Inking Daters	378.61
38	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 011024	Water Delivery Services 01/04/2024	146.89
39	7200	Other Supplies	1801 Petty Cash	Finance 2023	Replenish Petty Cash in Finance Dept for FY 2023	13.75
40	7200	Other Supplies	1801 Petty Cash	Finance 2023	Replenish Petty Cash in Finance Dept for FY 2023	15.00
41	8010	Furniture & Fixtures	8690 ODP Business Solutions LLC	348678704001	One 9000 Series Office Chair	392.12
<b>Total 30 - Finance</b>					<b>3,934.74</b>	

# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Community Development</b>						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
42	6000	Professional Services	6315 B&F Construction Code Services Inc	63484	Plan Review 12/21/2023 Project #1129822	225.00
43	6000	Professional Services	8629 Health Inspection Professionals Inc	689	Health Inspections Contractor November 2023	3,875.00
44	6000	Professional Services	8629 Health Inspection Professionals Inc	710	Health Inspections Contractor December 2023	5,200.00
45	6000	Professional Services	9014 MGT of America Consulting LLC	MGT35045	Permit Tech Assistance Clerical Week Ending 12/16/2023	1,449.00
46	6000	Professional Services	9014 MGT of America Consulting LLC	MGT35112	Permit Tech Assistance Clerical Weeks Ending 12/23 & 12/30/2023	2,835.00
47	6025	Administrative Services	7961 BridgePay Network Solutions LLC	19249	Utility Web, Business License Trans & EnerGov Fees Dec 2023	47.50
48	6025	Administrative Services	7961 BridgePay Network Solutions LLC	19249	Utility Web, Business License Trans & EnerGov Fees Dec 2023	47.50
49	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 011024	Water Delivery Services 01/04/2024	109.42
50	7500	Postage & Parcel	1041 Federal Express	8-373-93605	Shipped 2 Sets of Plans to Health Plan Review 12/29/2023	33.36
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>13,821.78</b>	
<b>Division: 420 - Planning &amp; Zoning</b>						
51	6100	Publication of Notices	1050 Journal & Topics Newspapers	191620	Legal Notice 12/20/2023 for 1/9/2024 PZB Mtg	188.10
52	6110	Printing Services	1233 Press Tech Inc	52101	1 Box of Business Cards 12/26/2023	30.00
<b>Total 420 - Planning &amp; Zoning</b>					<b>218.10</b>	
<b>Division: 430 - Economic Development</b>						
53	6000	Professional Services	5215 CoStar Realty Information Inc	120557533	Jan 2024 Available Properties Database	502.21
54	6000	Professional Services	8799 Ryan LLC	809074	TIF Consultant July & August 2023	1,062.50
55	7200	Other Supplies	1644 Warehouse Direct Inc	5635027-0	1 Box of AA Batteries and 1 Box of AAA Batteries	58.67
<b>Total 430 - Economic Development</b>					<b>1,623.38</b>	
<b>Total 40 - Community Development</b>					<b>15,663.26</b>	
<b>Public Works &amp; Engineering</b>						
<b>Division: 100 - Administration</b>						
56	5310	Membership Dues	1497 IPWMAN - IL Public Works Mutual Aid Network	2153	Annual City Membership - 01/01-12/31/2024	250.00
57	6040	Waste Hauling & Debris Removal	6988 Lighting Resources LLC	53-18398	Light Bulb Recycling - 12/22/2023	954.97
58	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000056628	Kronos User Fee - December 2023	205.80
59	6305	R&M Equipment	8632 Imaging Essentials Inc	CONTINV006753	Plotter Service Contract - PW - 01/01-12/31/2024	1,415.00
<b>Total 100 - Administration</b>					<b>2,825.77</b>	
<b>Division: 520 - Geographic Information Systems</b>						
60	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	6562	R-205-22 Geographic Information System Support 12/01-12/31/2023	18,540.00
<b>Total 520 - Geographic Information Systems</b>					<b>18,540.00</b>	

# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Division: 530 - Street Maintenance</b>						
61	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	42076	Tree Removal - 1333 E Oakton - 11/30/2023, R-143-22	4,832.76
62	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	42463	Tree Trimming - 12/29/2023, R-153-23	12,390.93
63	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	42464	Tree Removal & Trimming - 11/30/2023, R-143-22	1,139.54
64	6195	Miscellaneous Contractual Services	8683 T and T Landscape Construction Inc	12244	Parkway Maintenance & Planting Services - 12/29/2023, R-184-22	6,672.64
65	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	195507	Monthly Weather Forecasting - January 2024	150.00
66	6195	Miscellaneous Contractual Services	1197 Snow Systems	23-065094	Sidewalk Snow Removal - 01/06-01/07/2024, R-152-23	6,495.00
67	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	267061	Fall Mums - 09/30/2023, R-27-21	936.00
68	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	267062-1	Greenspace Mowing - 09/30/2023, R-27-21	14,290.00
69	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	267062-2	Additional Greenspace Mowing - Various - 09/30/2023	1,579.00
70	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	267065	Supplemental Watering - 09/30/2023, R-166-22	3,315.00
71	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	267066	Fall Mums - Downtown Beds & Planters - 09/30/2023, R-166-22	12,999.00
72	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	267067	Fertilizer & Weed Control - 09/30/2023, R-165-22	6,018.00
73	6195	Supplies - Streetscape	5399 Beary Landscape Management	267064	Landscape Maintenance - Downtown - 09/30/2023	2,451.00
74	6195	Miscellaneous Contractual Services	8947 Kaplan Paving LLC	48513	Snow Plowing Services - 01/10/2024, R-174-23	5,610.00
75	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS581406	Street Sweeping - Various Locations - 12/20/2023, R-188-21	882.20
76	6325	R&M Street Lights	1044 H&H Electric Co	42603	Streetlight Repairs - Various - 11/08/2023, R-29-22	4,226.41
77	6325	R&M Street Lights	1044 H&H Electric Co	42661	Pedestrian Push Button Repair - River/Casino - 04/26/2023, R-29-	568.73
78	6325	R&M Street Lights	1044 H&H Electric Co	42679	Streetlight Knockdown - US14/Broadway - 11/06/2023, R-29-22	1,144.52
79	7000	Office Supplies	1644 Warehouse Direct Inc	5645898-0	Paper, Batteries, Pens, Markers - PW	11.61
80	7020	Supplies - Safety	4343 Global Industrial	121388380	68 Safety Kits for Vehicles	322.10
81	7020	Supplies - Safety	1703 Prosafety Inc	2/896800	96 Safety Vests - PW	1,276.80
82	7025	Supplies - Custodial	1057 Menard Incorporated	28262	Fabuloso Cleaner - Metra Train Station	20.35
83	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI20484265	4 Snow Shovels	143.96
84	7035	Supplies - Equipment R&M	1057 Menard Incorporated	28017	Ratchet Tie Downs, Tarp, & Tarp Straps	58.14
85	7050	Supplies - Streetscape	1057 Menard Incorporated	28345	15 Snow Plow Markers - Parking Lots	29.85
86	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	117656	Aluminum Blanks - Sign Fabrication	2,448.75
87	7055	Supplies - Street R&M	1057 Menard Incorporated	27782	60 Hazard Markers for Snow Plowing	119.40



# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
88	7055	Supplies - Street R&M	1057 Menard Incorporated	27801	Cap Nuts & Hex Bolts	11.01
89	7055	Supplies - Street R&M	1057 Menard Incorporated	27959	Concrete for Sign Installation	11.76
90	7055	Supplies - Street R&M	1057 Menard Incorporated	28051	Hex Bolts, Carr Bolts, Washers, J Hooks, Parachute, Etc.	81.87
91	7055	Supplies - Street R&M	8244 Des Plaines Ace Hardware	5117	Orange Spray Paint	18.87
92	7055	Supplies - Street R&M	1043 WW Grainger Inc	9946810273	14 Streetlight Bulbs	381.29
93	7055	Supplies - Street R&M	1043 WW Grainger Inc	9956453469	Quartz Bulbs & Mercury Vapor Bulbs	586.56
94	7055	Supplies - Street R&M	1043 WW Grainger Inc	9959273849	4 Streetlights	351.08
95	7300	Uniforms	2067 Cutler Workwear	PS-INV029797	10 Knit Caps - Quartermaster Uniforms	40.00
96	7550	Miscellaneous Expenses	1076 Sam's Club Direct	7676	Plates, Plastic Cutlery, Snacks - APWA Seminar	136.68
<b>Total 530 - Street Maintenance</b>					<b>91,750.81</b>	

### Division: 535 - Facilities & Grounds Maintenance

97	6000	Professional Services	2506 Trotter & Associates Inc	22714	TO#7 Switchgear Eng - City Hall - 10/30-12/13/2023, R-219-23	3,329.00
98	6000	Professional Services	1112 Architectural Consulting Group LTD	C23-433R	Architectural, Electrical, Plumb, HVAC Drawings-Theater-12/31/23	1,485.00
99	6000	Professional Services	1112 Architectural Consulting Group LTD	C23-433R2	Architectural Drawings - Theater - 12/31/2023	1,485.00
100	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	31535	Custodial Services - 7 Buildings - January 2024, R-156-22	8,240.00
101	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4176150447	Mat Service - Metra Train Station - 12/06/2023	38.28
102	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4178274169	Mat Service - Metra Train Station - 12/27/2023	38.28
103	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4178274233	Mat Service - Police Station - 12/27/2023	138.77
104	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4179735021	Mat Service - Police Station - 01/10/2024	138.77
105	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4179735046	Mat Service - Metra Train Station - 01/10/2023	38.28
106	6195	Miscellaneous Contractual Services	5214 State Industrial Products	903188026	Drain Maintenance Program 01/08/2024 - City Hall	115.93
107	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9766	HVAC Electric - City Hall Media Services - 12/04-12/08/2023	4,459.00
108	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9767	Dish Installation - Metra Train Station - 12/04-12/15/2023	6,566.00
109	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9768	Dish Install - River Rd to City Hall - 12/04-12/15/2023	6,160.00
110	6315	R&M Buildings & Structures	1025 Bedco Inc	099432	Condenser Relocation - City Hall - 12/22/2023	3,967.55
111	6315	R&M Buildings & Structures	1025 Bedco Inc	099465	Service Contracts - 02/06/2024, R-220-22	1,380.00
112	6315	R&M Buildings & Structures	1025 Bedco Inc	099465	Service Contracts - 02/06/2024, R-220-22	2,817.50
113	6315	R&M Buildings & Structures	8957 EDH Film Group LLC	1692	Safety Film Installation - City Hall - 12/05/2023	6,845.00
114	6315	R&M Buildings & Structures	1604 BOS Business Office Systems Inc	59893	Furniture for the 1st Floor Conference Room 12/27/2023	1,565.00

# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
115	6315	R&M Buildings & Structures	8772 Helm Service	CHI143938P	HVAC Installation - City Hall Media - 11/20-12/06/2023, R-228-22	9,504.00
116	6315	R&M Buildings & Structures	8772 Helm Service	CHI194509	Control Installation - City Hall - 12/14/2023, R-228-22	2,391.00
117	6315	R&M Buildings & Structures	8772 Helm Service	CHI194696	HVAC Repair - Maple PS - 12/29/2023, R-228-22	1,423.00
118	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-80518-N7P4	Elevator Inspections - CH, PD, Metro, Library - 12/31/2023	499.00
119	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-80518-N7P4	Elevator Inspections - CH, PD, Metro, Library - 12/31/2023	180.00
120	7000	Office Supplies	1644 Warehouse Direct Inc	5601828-0	Planner & Copy Paper - PW	84.60
121	7000	Office Supplies	1644 Warehouse Direct Inc	5645898-0	Paper, Batteries, Pens, Markers - PW	11.61
122	7020	Supplies - Safety	4343 Global Industrial	121388380	68 Safety Kits for Vehicles	107.37
123	7020	Supplies - Safety	1057 Menard Incorporated	27114	2 Boxes of Gloves	28.77
124	7020	Supplies - Safety	4093 White Cap LP	50025146486	Safety Gloves	124.77
125	7025	Supplies - Custodial	1029 Cintas Corporation	4176150411	Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	190.22
126	7025	Supplies - Custodial	1029 Cintas Corporation	4178274231	Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	214.26
127	7025	Supplies - Custodial	1029 Cintas Corporation	4179735125	Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	298.37
128	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	1620191	4 Tape Measurers	49.76
129	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	28102	Parts Organizer	14.97
130	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	28599	Tank Sprayer	12.74
131	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	8021502	Facility Crew Tools	344.47
132	7035	Supplies - Equipment R&M	1057 Menard Incorporated	27075	Batteries - City Hall	12.87
133	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1022051	Drywall Materials - City Hall	201.58
134	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1137898	Cylinder Change & Cut Key - Fire Station #61	40.45
135	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1610122	Light Bulbs - Police Station	94.98
136	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2630015	Drain Opener - City Hall	9.97
137	7045	Supplies - Building R&M	1057 Menard Incorporated	27126	Nails, Pickets, & Lumber - Food Pantry	34.76
138	7045	Supplies - Building R&M	1057 Menard Incorporated	27399	LED Lights, Polyurethane, Stain, Staining Pads - PW	174.15
139	7045	Supplies - Building R&M	1057 Menard Incorporated	27482	Angle Plug - PW	16.79
140	7045	Supplies - Building R&M	1057 Menard Incorporated	27810	Returned Door Threshold - City Hall Media Services	(22.59)
141	7045	Supplies - Building R&M	1057 Menard Incorporated	27953	Drywall & Blades - City Hall Media Services	182.91
142	7045	Supplies - Building R&M	1057 Menard Incorporated	27961	Gloves, PVC, Primer, Elbow, Plug, Nuts, Washers, Etc. - City Hall	82.87
143	7045	Supplies - Building R&M	1057 Menard Incorporated	27963	Returned Elbows, PVC Pipes, Washers - City Hall	(21.67)

# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
144	7045	Supplies - Building R&M	1057 Menard Incorporated	27966	2 Tailpiece Washers - City Hall	3.98
145	7045	Supplies - Building R&M	1057 Menard Incorporated	28103	Small Barrier Fence - Food Pantry	23.96
146	7045	Supplies - Building R&M	1057 Menard Incorporated	28113	Pail Blue Lid & 3 Washers	22.34
147	7045	Supplies - Building R&M	1057 Menard Incorporated	28204	Garage Door Lube, Penetrant, Steel Roller, Door Hinges - PW	73.17
148	7045	Supplies - Building R&M	1057 Menard Incorporated	28211	Batteries & Drywall Primer - City Hall Media Studio	72.23
149	7045	Supplies - Building R&M	1057 Menard Incorporated	28218	Garage Door Lube - PW	15.27
150	7045	Supplies - Building R&M	1057 Menard Incorporated	28220	Wall Plate - PW	1.98
151	7045	Supplies - Building R&M	1057 Menard Incorporated	28249	Cleanout Plug, Adapter, PVC, Board, Clamp, Etc.-Fire Station #63	152.18
152	7045	Supplies - Building R&M	1057 Menard Incorporated	28263	Tailpieces & Trap Adapter - Fire Station #63	20.07
153	7045	Supplies - Building R&M	1057 Menard Incorporated	28297	Gang Cover, Washers, Basket, Etc. - Fire Station #61	5.07
154	7045	Supplies - Building R&M	1057 Menard Incorporated	28303	Mounting Tape & Smoke Alarm - Historical Society	59.06
155	7045	Supplies - Building R&M	1057 Menard Incorporated	28359	Filler Plates & Toggles - Food Pantry	19.00
156	7045	Supplies - Building R&M	1057 Menard Incorporated	28483	Light Bulbs - City Hall	83.73
157	7045	Supplies - Building R&M	1057 Menard Incorporated	28492	Paint Thinner - Metra Train Station	11.04
158	7045	Supplies - Building R&M	1057 Menard Incorporated	28532	Drain Opener, LED Light, P-Trap, Elbow, Etc. - PW	106.73
159	7045	Supplies - Building R&M	1057 Menard Incorporated	28547	Swiffer Duster Kit & Refill - City Hall Finance	25.33
160	7045	Supplies - Building R&M	1057 Menard Incorporated	28591	Roof Repair Supplies - Food Pantry	12.73
161	7045	Supplies - Building R&M	1057 Menard Incorporated	28619	Vanity Light - City Hall	72.24
162	7045	Supplies - Building R&M	1057 Menard Incorporated	28636	Gang Box, Round Box, Gaskets, Vinyl Tape, Etc. - PW	117.61
163	7045	Supplies - Building R&M	1057 Menard Incorporated	28667	Drain Cleaner & Wood - Police Station	26.57
164	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	4926	Basement Repair Supplies - City Hall	15.64
165	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	4970	P Trap & Washer - City Hall	25.54
166	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	4998	Fastener - City Hall Media Services	4.00
167	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	5160	Filter & Portable Heater - 612 Lee St	130.36
168	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5610577	2 Garage Door Hinges - PW	10.74
169	7045	Supplies - Building R&M	1604 BOS Business Office Systems Inc	59893	Furniture for the 1st Floor Conference Room	9,668.00
170	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7082202	Door Threshold & Silicone - City Hall Media Services	59.23
171	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8021538	Square Box, Cover, Toggle Switch, Etc. - Fire Station #61	108.62

# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
172	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8026535	Lathe & Tapcon - City Hall	25.54
173	7045	Supplies - Building R&M	1043 WW Grainger Inc	9947581212	2 Bulbs - Fire Station #62	30.04
174	7045	Supplies - Building R&M	1043 WW Grainger Inc	9951482208	4 Bulbs - Fire Station #63	41.64
175	7045	Supplies - Building R&M	1043 WW Grainger Inc	9963132593	Fire Extinguisher - Fire Station #61	245.20
176	7200	Other Supplies	1057 Menard Incorporated	28598	6 Cases Bottled Water - City Hall	20.88
177	7300	Uniforms	2067 Cutler Workwear	PS-INV029797	10 Knit Caps - Quartermaster Uniforms	40.00
178	8010	Furniture & Fixtures	4177 Uline Inc	172888844	Cabinets, Bookcase, & Guest Chair - City Hall HR	1,661.80
179	8010	Furniture & Fixtures	1047 Home Depot Credit Svcs	2620010	Dishwasher - Fire Station #62	611.00
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>78,715.86</b>	

### Division: 540 - Vehicle Maintenance

180	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2648388	34 Tires Recycled - 12/27/2023	204.82
181	6040	Waste Hauling & Debris Removal	8076 Excel Oil Service	E0025969	250 Gals Oil Recycled - 01/02/2024	75.00
182	6135	Rentals	1029 Cintas Corporation	4176223232	Mechanic's Uniform Rental - 12/06/2023	236.74
183	6135	Rentals	1029 Cintas Corporation	4178476106	Mechanic's Uniform Rental - 12/28/2023	236.74
184	6135	Rentals	1029 Cintas Corporation	4179159251	Mechanic's Uniform Rental - 01/04/2024	236.74
185	6135	Rentals	1029 Cintas Corporation	4179809841	Mechanic's Uniform Rental - 01/10/2024	236.74
186	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	40140327	Cylinder Rental - 11/20-12/20/2023	1,178.55
187	6305	R&M Equipment	1346 Lorchem Technologies Inc	78502	Pressure Washer Repair - PW 5PW1 - 12/28/2023	2,930.74
188	6310	R&M Vehicles	8938 James Drive Safety Lane LLC	1320	Safety Lane Inspection Dec 2023 - PW	266.00
189	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	23941	Alignment - Police 6086 - 01/05/2023	130.00
190	6310	R&M Vehicles	8853 Wilmette Truck & Bus	2798	Safety Lane Inspection 12/28/2023 - Fire 7709	40.00
191	6310	R&M Vehicles	3315 Regional Truck Equipment	60687	Upfit Lights, Locks, & Rack - PW 5150 - 01/03/2023	1,773.00
192	6310	R&M Vehicles	1643 Golf Mill Ford	900264	Purge Valve Replacement - Police 6105 - 12/29/2023	475.45
193	6310	R&M Vehicles	1643 Golf Mill Ford	900305	Exhaust Repair - Police 6094 - 01/02/2024	603.04
194	6310	R&M Vehicles	6598 Cummins Inc	F2-36233	Engine Repair - PW 5089 - 01/09/2024	1,589.15
195	7000	Office Supplies	1644 Warehouse Direct Inc	5645898-0	Paper, Batteries, Pens, Markers - PW	11.61
196	7020	Supplies - Safety	4177 Uline Inc	172720323	Work Gloves - PW Shop	416.67
197	7030	Supplies - Tools & Hardware	4868 Hunt, Woody R	2023 Tool Reimb	2023 Tool Reimbursement	500.00
198	7035	Supplies - Equipment R&M	4330 City Limits Systems Incorporated	12952	Truck Wash Soap - PW 5PW1	611.55

# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
199	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	883136	3 Filters - PW	86.44
200	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	883161	4 Filters - PW 5027	123.07
201	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	883304	Fittings, 2 Batteries & 2 Cores - PW	76.30
202	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	B06696	ASC Coupler Replacement	7,546.00
203	7035	Supplies - Equipment R&M	1575 Pirtek O'Hare	OH-T00028270	Ball Valve - PW 5PW1	87.58
204	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_373227	Flex Pipe & Clamps - PW 5089	60.68
205	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_374733	10 Wiring Pigtails - PW Stock	45.30
206	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_374735	Brass Fittings & Control Valve - Fire Stock	226.55
207	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_375113	2 Slack Adjusters - PW 5111	302.60
208	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_375520	Returned Clevis, Hood Latches, Hose, Etc. - PW 5111	(133.54)
209	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0407946	8 Tire Sensors	356.88
210	7040	Supplies - Vehicle R&M	3315 Regional Truck Equipment	279101	Gear Boxes & Conveyor Motors - PW 5095 & PW Stock	1,963.94
211	7040	Supplies - Vehicle R&M	2942 Myers Tire Supply	31214208	3 Boxes Tire Patches - PW Stock	99.75
212	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1359801	Control Arm - Police 6089	153.99
213	7040	Supplies - Vehicle R&M	8244 Des Plaines Ace Hardware	5068	Fasteners - PW Stock	1.29
214	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	560031P	Coolant Hose - Police 6091	37.34
215	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	564947P	Sprockets, Cams, & Solenoids - Fire 7401	844.84
216	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	565315P	Fan Motor Assembly - Police 6090	226.91
217	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	565316P	2 Fuel Filler Pipes - Police 6086 & Police Stock	352.00
218	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	565332P	Oil Cooler, Seals, Thermostat, & Bolt Kit - Fire 7401	120.34
219	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	565334P	Shocks, Bearings, & Nuts - Police 6095	367.60
220	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	565418P	Insulator, Motor Mount, & Tie Rod Ends - Police 6086	503.14
221	7040	Supplies - Vehicle R&M	1739 Morton Grove Automotive Inc	61880	2 Bearing Clutch Hubs	590.00
222	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	7752	Silicone Sealant - PW Stock	77.70
223	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	878981	3 Radiator Caps	16.26
224	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	882248	Fluid Filters - Fire 7803	57.16
225	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	882254	Spark Plug - PW Stock	3.65
226	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	882587	7-Way Trailer Plug - PW 5083	23.50

# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
227	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	883304	Fittings, 2 Batteries & 2 Cores - PW	148.12
228	7040	Supplies - Vehicle R&M	1575 Pirtek O'Hare	OH-T00028126	Couplers & O Rings - PW 5109	195.51
229	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P26119	Lower Heat Panel - Fire 7607	657.71
230	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P26171	Pressure Sensor - Fire Stock	455.99
231	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101139448:01	Returned Core - PW Stock	(228.49)
232	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101142627:01	3 Lube Filters & 3 Fuel Filters - Fire Stock	492.72
233	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101142628:01	4 Gaskets - PW 5089	15.96
234	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101142933:01	ERG Valve - PW 5089	967.49
235	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101143259:01	Returned Core - PW 5089	(67.20)
236	7120	Gasoline	8331 Avalon Petroleum Company Inc	007480	5,000 Gals Unleaded Gasoline - 12/15/2023, R-162-22	10,349.75
237	7120	Gasoline	1014 Al Warren Oil Company Inc	W1621240	5,052 Gals Unleaded Gasoline - 01/05/2024, R-189-23	9,596.73
238	7130	Diesel	8331 Avalon Petroleum Company Inc	040305	2,001 Gals Bio Diesel Fuel - 12/15/2023, R-162-22	4,316.26
239	7130	Diesel	1014 Al Warren Oil Company Inc	W1621241	1,513 Gals Bio Diesel Fuel - 01/09/2024, R-189-23	2,640.17
<b>Total 540 - Vehicle Maintenance</b>					<b>55,510.53</b>	

<b>Total 50 - Public Works &amp; Engineering</b>	<b>247,342.97</b>
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Police Department						
Division: 100 - Administration						
240	5310	Membership Dues	1506 International Assoc of Chiefs of Police Inc (IACP)	0321623	Membership Dues 1/1-12/31/2024 (1 Chief)	190.00
<b>Total 100 - Administration</b>					<b>190.00</b>	

Division: 610 - Uniformed Patrol						
241	6110	Printing Services	1233 Press Tech Inc	52100	1 Box of Business Cards 12/26/2023	30.00
242	7200	Other Supplies	5336 Sirchie Acquisition Company LLC	0624018-IN	Gunpowder Det Kit, Blood Alcohol & Urine Kit	170.57
243	7200	Other Supplies	4177 Uline Inc	172271194	16 Thermal Transfer Labels, 12 Wax TT Ribbon	338.51
244	7200	Other Supplies	8243 Mallory Safety & Supply LLC	5798187	20 Cases of Nitrile Gloves	880.00
245	7300	Uniforms	1489 JG Uniforms Inc	125272	Vest Cover for New Officer	185.00
246	7300	Uniforms	1489 JG Uniforms Inc	125273	Vest Cover for New Officer	185.00
247	7300	Uniforms	1489 JG Uniforms Inc	125275	Vest Cover for New Officer	185.00
248	7300	Uniforms	1489 JG Uniforms Inc	125277	Vest Cover for New Officer	185.00
249	7300	Uniforms	1489 JG Uniforms Inc	125729	Vest Cover for New Officer	235.00
250	7300	Uniforms	1489 JG Uniforms Inc	125730	Vest Cover for New Officer	185.00
251	7300	Uniforms	1244 Ray O'Herron Company Inc	2316492	Uniforms for New Officer	294.13
252	7300	Uniforms	1244 Ray O'Herron Company Inc	2316745	Replacement Uniform Pants for Officer	76.35

# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
253	7300	Uniforms	1244 Ray O'Herron Company Inc	2316753	Uniform Shirts for New CSO	168.97
254	7300	Uniforms	1244 Ray O'Herron Company Inc	2317976	Uniforms for New Officer	1,293.88
<b>Total 610 - Uniformed Patrol</b>					<b>4,412.41</b>	

<b>Division: 620 - Criminal Investigation</b>						
255	6015	Communication Services	1315 IL Public Safety Agency Network	0047098	Leads App for 3 Phones 1/1-6/30/2024	198.00
256	6015	Communication Services	7631 T-Mobile USA Inc	9556031260	Cell Location Services 11/11-12/7/2023 for Investigation	25.00
257	6110	Printing Services	1233 Press Tech Inc	52129	1 Box of Business Cards 12/26/2023	30.00
258	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20231231	Investigations Database 12/1-12/31/2023	284.00
259	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	12343289	Investigations Database 11/26-12/25/2023	264.00
260	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	849522266	Investigations Database 12/1-12/31/2023	367.26
<b>Total 620 - Criminal Investigation</b>					<b>1,168.26</b>	

<b>Division: 630 - Support Services</b>						
261	5310	Membership Dues	2399 Mid-States Organized Crime Information Center	0004063-IN	2024 Membership for Police Dept 1/1-12/31/2024	250.00
262	5310	Membership Dues	1444 North Suburban Association of Chiefs of Police	2023-1219-54	Membership Dues 1/1-12/31/2024 (1 DC)	75.00
263	5310	Membership Dues	1430 Law Enforcement Records Managers of IL	2148	2024 LERMI Membership (Records Clerk) 01/01/-12/31/2024	40.00
264	5310	Membership Dues	1430 Law Enforcement Records Managers of IL	2149	2024 LERMI Membership (Records Sup) 01/01/-12/31/2024	40.00
265	5325	Training	6618 Police Law Institute Inc	15073	Online Training and Documented Testing (Year 1 of 3)	9,405.00
266	6000	Professional Services	5975 Aero Removals Trisons Inc	21088CR554	Removal and Transport of 3 Deceased December 2023	1,200.00
267	6015	Communication Services	8484 PTS Communications Inc	2117053	3 Public Pay Phones Monthly Fee 2/1-2/29/2024	225.00
268	6110	Printing Services	1233 Press Tech Inc	52159	4000 Police Dept Window Envelopes 1/16/2024	543.00
269	6110	Printing Services	1142 Copyset Printing Company	63399	2000 FOIA Request Business Cards 01/05/2024	184.00
270	6110	Printing Services	1142 Copyset Printing Company	63401	500 Arrest Jackets 01/05/2024	640.00
271	6185	Animal Control	1266 Northwest Animal Hospital PC	00478728	Stray Animal Impoundment Dec 2023 (3)	679.15
272	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	12/1/2023	November Towing Services (4)	160.00
273	6195	Miscellaneous Contractual Services	1818 Northwest VoltWagon	112687	Battery Booster Rental 1st Quarter 2024	93.00
274	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8005844585	Shredding Services 12/08-12/29/2023	425.89
275	6300	R&M Software	6628 eLineup LLC	1406	Elineup Software Maintenance 2/11/2024-2/11/2025	600.00
276	6300	R&M Software	4913 Trittech Software Systems	396818	RMS and FBR R&M Annual Fee 1/11/2024-1/10/2025	13,540.16

# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
277	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-23022-12	2023 Service Agreement for Range Cleaning and Maint 12/21/2023	783.75
278	7015	Supplies - Police Range	1288 Eagle Point Gun/TJ Morris & Son	149066	11 Cases of 9mm Ammunition	2,398.00
279	7015	Supplies - Police Range	1244 Ray O'Herron Company Inc	2292869	1000 Rds of 5.56 MM Simunition	901.90
280	7200	Other Supplies	4177 Uline Inc	172462500	30 Rifle Boxes	180.62
281	7200	Other Supplies	8244 Des Plaines Ace Hardware	5163	Duct Tape	11.59
282	8000	Computer Software	8154 DACRA Tech LLC	DT 2023-12-072	Dacra Software Licensing Dec 2023	3,250.00
<b>Total 630 - Support Services</b>					<b>35,626.06</b>	

<b>Total 60 - Police Department</b>	<b>41,396.73</b>
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Fire Department						
<b>Division: 100 - Administration</b>						
283	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 011024	Water Delivery Services 01/04/2024	2.00
284	7550	Miscellaneous Expenses	1228 Pesche's Inc	142003	3 Bouquets of Flowers for Promotional Ceremony 12/04/2023	150.00
<b>Total 100 - Administration</b>					<b>152.00</b>	

<b>Division: 710 - Emergency Services</b>						
285	5325	Training	1291 Elevated Safety LLC	3164	Rope Rescue Operations 4/1/24 - Paramedic	2,600.00
286	5325	Training	1252 NIPSTA	61512007	Vehicle Machinery Tech Class - 10/23 - 10/27/2023 - Paramedic	1,200.00
287	5325	Training	1252 NIPSTA	62928056	Incident Safety Officer, Vehicle Technician Class 4/30-5/17/23	2,500.00
288	5325	Training	1252 NIPSTA	63449270	A Prop Rental Live Burn Evolutions - 12/11 - 12/15/2023	725.88
289	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	2023DPTrueup	R-141-13 Monthly Dispatch Service Regional Trueup-1/23-12/23	32,164.00
290	6035	Dispatch Services	5973 Emergency Twenty Four Inc	77356	R-48-23 - Elevator Alarm Dispatch Fees December 2023	1,887.00
291	6305	R&M Equipment	8997 Data-Tel Communications	16433	Service Call on 3 Call Boxes - 11/03/2023	375.00
292	6305	R&M Equipment	5553 EMC Equipment Management Company	63234	Annual Service Agreement for Extrication Tools 12/21/23-12/20/24	2,813.00
293	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-18428	On-Going Vehicle Maint R-34-23-Engine 65-12/04-12/29/2023	12,399.07
294	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-18457	On-Going Vehicle Maintenance R-34-23 - Engine 65 - 12/29/2023	585.00
295	6315	R&M Buildings & Structures	9008 Tadam Tech LLC	841	Ice Maker Repair & Parts Station 63 - 12/22/2023	250.00
296	6315	R&M Buildings & Structures	7952 Emerald Restaurant Service	98560	Oven Repair - Station 63 - 12/01/2023	857.38
297	7025	Supplies - Custodial	1043 WW Grainger Inc	9943644428	5 Canisters Laundry Detergent Form Pacs	520.55
298	7035	Supplies - Equipment R&M	1501 Foster Coach Sales Inc	26536	48 Placards & 12 Brackets	1,390.46
299	7200	Other Supplies	1046 Hinckley Spring Water Co	22728338 122123	18 - 24 Packs of Water for Fire Vehicles	175.66
300	7200	Other Supplies	1571 Welding Industrial Supply	3154992	6 Oxygen Cylinders	160.87



# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
301	7200	Other Supplies	8244 Des Plaines Ace Hardware	5070	32 Fasteners, 3 Rope Balls, 12 Tarp Hooks	48.25
302	7200	Other Supplies	1374 Municipal Emergency Svcs	IN1985319	1 Bottle Methane with Carbon Monoxide	177.73
303	7200	Other Supplies	1571 Welding Industrial Supply	R03147339	15 Cylinders - December 2023	172.54
304	7300	Uniforms	3212 On Time Embroidery Inc	116428	Class A Cap - Paramedic	65.00
305	7300	Uniforms	3212 On Time Embroidery Inc	116535	Tie, Nameplate, Dress Coat, Rain Coat, etc. - Paramedic	660.00
306	7300	Uniforms	3212 On Time Embroidery Inc	116657	Nameplate - Battalion Chief	14.00
307	7300	Uniforms	3212 On Time Embroidery Inc	117786	Quartermaster Stock	718.00
308	7320	Equipment < \$5,000	1080 Air One Equipment Inc	201968	G1 Regulator, G1, Pressure Reducer	21.25
309	7320	Equipment < \$5,000	3014 Motorola Solutions Inc	8281795526	Replacement Radio Cables & Batteries	2,888.55
<b>Total 710 - Emergency Services</b>					<b>65,369.19</b>	

<b>Division: 720 - Fire Prevention</b>						
310	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 011024	Water Delivery Services 01/04/2024	34.48
<b>Total 720 - Fire Prevention</b>					<b>34.48</b>	

<b>Division: 730 - Emergency Management Agency</b>						
311	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 011024	Water Delivery Services 01/04/2024	77.95
312	7300	Uniforms	3212 On Time Embroidery Inc	117745	Job Shirt, Wool Blend Cap, etc. - EMA	256.00
<b>Total 730 - Emergency Management Agency</b>					<b>333.95</b>	

<b>Total 70 - Fire Department</b>					<b>65,889.62</b>
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<b>Department: 90 - Overhead</b>						
313	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	012024DPIL	Collection Services Dec 2023 - Ambulance Fees	8,109.52
314	7500	Postage & Parcel	1801 Petty Cash	Finance 2023	Replenish Petty Cash in Finance Dept for FY 2023	0.60
<b>Total 90 - Overhead</b>					<b>8,110.12</b>	

<b>Total 100 - General Fund</b>					<b>457,148.24</b>
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<b>Fund: 207 - TIF #7 Mannheim/Higgins South</b>						
315	6000	Professional Services	8799 Ryan LLC	811890	TIF Consultant December 2023	437.50
<b>Total 207 - TIF #7 Mannheim/Higgins South</b>					<b>437.50</b>	

<b>Fund: 208 - TIF #8 Oakton</b>						
316	6000	Professional Services	1123 Christopher B Burke Engineering LTD	189446	R-172-22 TO #2 - Oakton/Maple Drainage Eng Svcs 11/26-12/31/2023	13,981.25
317	6000	Professional Services	2262 MaRous & Co	23-214	Restricted Appraisal Report 12/07/2023 - 1374 East Oakton Street	1,700.00
318	6000	Professional Services	2262 MaRous & Co	23-215	Restricted Appraisal Report 12/07/2023 - 1384 East Oakton Street	1,700.00
<b>Total 208 - TIF #8 Oakton</b>					<b>17,381.25</b>	

# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 230 - Motor Fuel Tax Fund</b>						
319	7160	Ice Control	1372 Morton Salt Inc	5402955598	Bulk Road Salt - 01/10/2024, R-211-23	12,381.25
320	7160	Ice Control	1372 Morton Salt Inc	5402957126	Bulk Road Salt - 01/11/2024, R-211-23	26,019.68
321	7160	Ice Control	1372 Morton Salt Inc	5402957127	Bulk Road Salt - 01/11/2024, R-211-23	34,169.86
<b>Total 230 - Motor Fuel Tax Fund</b>					<b>72,570.79</b>	

<b>Fund: 240 - CDBG Fund</b>						
322	6000	Professional Services	5914 Usona Development LLC	23-02	2023 CDBG Consulting Services 11/03/2023-12/04/2023	740.00
<b>Total 240 - CDBG Fund</b>					<b>740.00</b>	

<b>Fund: 250 - Grant Projects Fund</b>						
<b>Program: 2520 - Capital Grants</b>						
323	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	40053-OLN0006	Legal Fees-Lee & Forest OLN0006 Parcel - 09/18-09/27/2023	475.00
<b>Total 2520 - Capital Grants</b>					<b>475.00</b>	

<b>Total 250 - Grant Projects Fund</b>					<b>475.00</b>
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<b>Fund: 260 - Asset Seizure Fund</b>						
324	2484	Seized/Pending Forfeit	1320 IL State Police	22-17988	Forfeiture Award	1,340.27
<b>Program: 2620 - DEA</b>						
325	5325	Training	8097 Cellebrite Inc	Q-360885-1	Cell Phone Smartphone Analysis Class (1 Det) 03/11-03/15/2024	4,200.00
<b>Total 2620 - DEA</b>					<b>4,200.00</b>	

<b>Total 260 - Asset Seizure Fund</b>					<b>5,540.27</b>
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<b>Fund: 400 - Capital Projects Fund</b>						
326	6000	Professional Services	1123 Christopher B Burke Engineering LTD	189447	R-96-23 TO #3 - Craig Manor Drainage Eng Svcs 11/26-12/31/2023	22,837.50
327	6000	Professional Services	1123 Christopher B Burke Engineering LTD	189448	R-113-23 TO #4 - 2023 CIP Const Eng Services 11/26-12/31/2023	11,990.00
328	6000	Professional Services	1079 AECOM Technical Services Inc	2000843015	R-38-23 Task Order No. 5 - 2023 Resident Eng Svcs 11/25-12/31/23	14,174.72
<b>Total 400 - Capital Projects Fund</b>					<b>49,002.22</b>	

<b>Fund: 420 - IT Replacement Fund</b>						
329	8005	Computer Hardware	1035 Dell Marketing LP	10720765318	Dell Mobile Precision 5680 Laptop for CED Director	2,736.53
330	8005	Computer Hardware	1035 Dell Marketing LP	10723152596	3 Dell 7010 Optiplex Micro Computers For Conference Rooms	2,659.62
<b>Total 420 - IT Replacement Fund</b>					<b>5,396.15</b>	

<b>Fund: 430 - Facilities Replacement Fund</b>						
331	6000	Professional Services	3338 Gabriel Environmental Services	1123A0033	Asbestos Survey - 269 River Rd - 10/23/2023	1,595.00
332	6000	Professional Services	3338 Gabriel Environmental Services	1123A0035	Asbestos Survey - 1333 E Oakton - 10/25/2023	1,640.00

# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
333	6195	Miscellaneous Contractual Services	1328 John Neri Construction Company Inc	010824	Demolition Services - 1327 Oakton - 12/20-12/24/2023	21,500.00
334	6195	Miscellaneous Contractual Services	1328 John Neri Construction Company Inc	010824-A	Demolition Services - 1333 Oakton - 12/15-12/19/2023	21,500.00
335	6195	Miscellaneous Contractual Services	1328 John Neri Construction Company Inc	010824-B	Demolition Services - 269 River Rd - 12/27-12/29/2023	18,500.00
336	6315	R&M Buildings & Structures	7371 Gilco Scaffolding Company LLC	18073	Scaffold Deck w/Debris Chute Removal-Leela Bldg-11/14-12/18/2023	1,970.00
337	6315	R&M Buildings & Structures	7371 Gilco Scaffolding Company LLC	18074	Upper Level Debris Chute Rent & Remove-Leela Bldg-11/14-12/18/23	520.00
338	6315	R&M Buildings & Structures	7706 Lakeshore Recycling Systems LLC	LR5561378	Trash Removal - Leela Building - Jan 2024	252.00
339	7045	Supplies - Building R&M	1043 WW Grainger Inc	9963615787	8 Air Filters - Leela Building	35.92
<b>Total 430 - Facilities Replacement Fund</b>					<b>67,512.92</b>	

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 550 - Water Systems						
340	5320	Conferences	1576 Illinois Section American Water Works Association	200084013	Fall Regulatory Update - Water Crew Leader - 10/10/2023	150.00
341	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	221237	IEPA Water Sample Testing - 11/21-12/29/2023	1,903.22
342	6195	Miscellaneous Contractual Services	5400 Dahme Mechanical Industries Inc	20230569	TO#3 Valves & Splash Plate - Maple PS - 12/20/2023, R-175-23	7,888.00
343	6195	Miscellaneous Contractual Services	5995 Wunderlich-Malec Services Inc	23676	Service Call - Maple St PS - 12/22/2023	785.85
344	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	240002	Meter Bench Test - 01/03/2024	29.50
345	6305	R&M Equipment	6598 Cummins Inc	F2-35008	Generator Services - PW 9000 - 12/26/2023	2,015.05
346	6305	R&M Equipment	1154 West Side Tractor Sales	L92643	Service Call & End Loader Repair - PW 9063 - 12/29/2023	835.59
347	6310	R&M Vehicles	3315 Regional Truck Equipment	60715	Line X Spray On Liner - PW 9066 - 01/09/2023	1,120.00
348	6335	R&M Water Distribution System	8683 T and T Landscape Construction Inc	12245	Restoration Services - 1892 White - 12/29/2023	776.00
349	6335	R&M Water Distribution System	5772 Berger Excavating Contractors Inc	DPL_TM_030	TO#2 Water Main Repair - 1959 Welwyn - 12/28/2023, R-202-23	6,420.00
350	6335	R&M Water Distribution System	5772 Berger Excavating Contractors Inc	DPL_TM_031	TO#2 Water Main Repair - 2340 River Rd - 12/28/2023, R-202-23	4,157.50
351	6335	R&M Water Distribution System	5772 Berger Excavating Contractors Inc	DPL_WM_029	Water Main Repair - 385 E Touhy - 12/21/2023, R-223-23	17,267.50
352	7000	Office Supplies	1644 Warehouse Direct Inc	5645898-0	Paper, Batteries, Pens, Markers - PW	11.61
353	7020	Supplies - Safety	4343 Global Industrial	121388380	68 Safety Kits for Vehicles	322.10
354	7030	Supplies - Tools & Hardware	8809 USABluebook	INV00178822	Gas Chlorine Detector	597.59
355	7035	Supplies - Equipment R&M	7521 United Rentals (North America) Inc	228588889-001	Starter - PW 9061	440.06
356	7035	Supplies - Equipment R&M	1047 Home Depot Credit Svcs	8606852	Adapter	1.86

# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
357	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	883154	Chassis Grease - Water Stock	192.00
358	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W13415	Returned Tie Rods	(1,093.50)
359	7045	Supplies - Building R&M	1057 Menard Incorporated	28360	Step Flashing & Downspout - Oakton Water Tower	21.84
360	7045	Supplies - Building R&M	1057 Menard Incorporated	28488	PVC Pipe, Elbows, Flush Bushing, & Adapter - Oakton	22.60
361	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3024438	Materials for Water Building	184.56
362	7070	Supplies - Water System Maintenance	4343 Global Industrial	121110919	Shelving - Water Garage	1,546.94
363	7070	Supplies - Water System Maintenance	1162 Vollmar Clay Products Inc	189276	Valve Vaults, T&G Sections, Concentric Cones, Loose Bottoms	3,226.00
364	7070	Supplies - Water System Maintenance	1162 Vollmar Clay Products Inc	189285	Manhole Blocks, Spacer Rings, & Pallet	2,622.00
365	7070	Supplies - Water System Maintenance	1703 Pro safety Inc	2/900370	Blue Spray Paint, Green Spray Paint, Gloves, Blue Flags	760.75
366	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	264194-000	6 Tap Saddles	468.00
367	7070	Supplies - Water System Maintenance	3530 Mid-American Water	266577W	Hymax Sleeve	533.32
368	7070	Supplies - Water System Maintenance	3530 Mid-American Water	266934W	20 Hymax Couplings	6,500.00
369	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	27638	Copper Pipe, Valve, Stub Out, Adapters, Tee, Etc.	76.94
370	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	28212	Utilitub	149.99
371	7070	Supplies - Water System Maintenance	8547 Healy Asphalt Company LLC	39165	1.82 Tons Asphalt - Street Repairs - 12/21/2023	291.20
372	7070	Supplies - Water System Maintenance	8547 Healy Asphalt Company LLC	39169	13.13 Tons Asphalt - Street Repair - 12/22/2023	2,100.80
373	7070	Supplies - Water System Maintenance	1072 Prairie Material	891349805	4.5 Cu Yds Concrete - Repairs - 12/22/2023	958.63
374	7070	Supplies - Water System Maintenance	1072 Prairie Material	891349817	4.0 Cu Yds Concrete - Repairs - 12/21/2023	863.00
375	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S817323	12 Couplings	100.00
376	7070	Supplies - Water System Maintenance	1347 Lurvey Landscape Supply	T1-10513831	15 Cu Ft Volcanic Red Rocks-Main Break Restoration - 11/15/2023	146.25
377	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T762787	Ball Corps, Couplings, Sleeves, Pipes, Etc- 10/12/2023, R-161-23	5,716.50
378	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T762808	33 Couplings	1,083.17
379	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T769787	Saddle Epoxy - 10/13/2023, R-161-23	480.00
380	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T772236	Returned 29 Ball Corps - 10/16/2023, R-161-23	(2,001.00)
381	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T773767	Returned Ball Corps & Bushings	(1,255.00)
382	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T776443	Sleeves, Megalugs, Gaskets, T-Heads, Etc.	2,249.40
383	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T870321	Ball Curbs, Boxes, & Bushings - 12/22/2023, R-161-23	1,329.00
384	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T876245	Boxes, Ball Curbs, & Bushings- 11/01/2023, R-161-23	1,329.00

# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
385	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T910053	Meter Wire	360.00
386	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T910151	75 Meter Couplings	1,711.32
387	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U148572	10 Hymax Couplings - 12/22/2023, R-161-23	3,225.00
388	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U148657	Water Meters - 12/22/2023, R-161-23	1,493.00
389	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U151168	Cables, Pipes, Gaskets, Hex Head Bolts, Etc. - 12/22/2023, R-9-23	14,933.00
390	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U155234	Pipe, Gaskets, Hex Bolts, & Hex Nuts - 12/27/2023, R-9-23	1,858.00
391	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U164079	Pipes & Rubber Gaskets - 01/02/2023, R-161-23	3,528.00
392	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U202489	Water Meters, Cables, Gaskets, Etc.	2,175.00
393	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	01022024	Wholesale Water Purchase - December 2023 R-183-14	412,037.08
394	7120	Gasoline	8331 Avalon Petroleum Company Inc	007480	5,000 Gals Unleaded Gasoline - 12/15/2023, R-162-22	1,356.95
395	7120	Gasoline	1014 Al Warren Oil Company Inc	W1621240	5,052 Gals Unleaded Gasoline - 01/05/2024, R-189-23	1,300.18
396	7130	Diesel	1014 Al Warren Oil Company Inc	W1621241	1,513 Gals Bio Diesel Fuel - 01/09/2024, R-189-23	624.98
397	7300	Uniforms	1580 Mighty Mites Awards Inc	186447	30 T-Shirt Imprints - Quartermaster Uniforms	425.00
398	7300	Uniforms	2067 Cutler Workwear	PS-INV029385	Hooded Sweatshirt & Shirt - Water Foreman Uniform	87.28
399	7300	Uniforms	2067 Cutler Workwear	PS-INV029797	10 Knit Caps - Quartermaster Uniforms	41.91
400	7320	Equipment < \$5,000	8809 USABluebook	INV00075297	2 Locators	1,431.35
<b>Total 550 - Water Systems</b>						<b>519,911.87</b>

### Division: 560 - Sewer Systems

401	6195	Miscellaneous Contractual Services	7922 US Geological Survey	91132991	Algonquin Rd River Gauge Maintenance 10/01-12/31/2023	3,700.00
402	6310	R&M Vehicles	8938 James Drive Safety Lane LLC	1320	Safety Lane Inspection Dec 2023 - PW	102.00
403	7000	Office Supplies	1644 Warehouse Direct Inc	5645898-0	Paper, Batteries, Pens, Markers - PW	11.61
404	7020	Supplies - Safety	4343 Global Industrial	121388380	68 Safety Kits for Vehicles	322.10
405	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	883304	Fittings, 2 Batteries & 2 Cores - PW	148.12
406	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	5066	2 PVC Caps	17.98
407	7120	Gasoline	8331 Avalon Petroleum Company Inc	007480	5,000 Gals Unleaded Gasoline - 12/15/2023, R-162-22	365.80
408	7120	Gasoline	1014 Al Warren Oil Company Inc	W1621240	5,052 Gals Unleaded Gasoline - 01/05/2024, R-189-23	598.93
409	7130	Diesel	8331 Avalon Petroleum Company Inc	040305	2,001 Gals Bio Diesel Fuel - 12/15/2023, R-162-22	1,849.82
410	7130	Diesel	1014 Al Warren Oil Company Inc	W1621241	1,513 Gals Bio Diesel Fuel - 01/09/2024, R-189-23	972.00
411	7300	Uniforms	2067 Cutler Workwear	PS-INV029384	Flannel Shirt - Sewer Foreman Uniform	53.09

# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
412	7300	Uniforms	2067 Cutler Workwear	PS-INV029797	10 Knit Caps - Quartermaster Uniforms	40.00
<b>Total 560 - Sewer Systems</b>					<b>8,181.45</b>	

<b>Division: 570 - Equipment Replacement</b>						
413	8020	Vehicles	3315 Regional Truck Equipment	60676	Chassis Upfitting - PW 9066 - 12/28/2023, R-111-23	32,179.00
<b>Total 570 - Equipment Replacement</b>					<b>32,179.00</b>	

<b>Division: 580 - CIP - Water/Sewer</b>						
414	6000	Professional Services	2506 Trotter & Associates Inc	22711	TO#2 Prelim Elec Improvements - Central - 12/10/2023, R-85-23	251.00
415	6000	Professional Services	2506 Trotter & Associates Inc	22712	TO#5 Water Main Improvements, 12/01-12/31/2023, R-197-23	5,835.90
416	6000	Professional Services	2506 Trotter & Associates Inc	22713	TO#6 Const Phase Svcs - Maple PS - 12/01-12/18/2023, R-218-22	3,012.00
417	6000	Professional Services	1606 Dixon Engineering Inc	24-0056	TO#3 Eng Svcs - Holy Family - 07/01-12/31/2023, R-110A-23	6,000.00
418	8100	Improvements	5400 Dahme Mechanical Industries Inc	20230504	Piping & Valves Replacement - Maple PS - 12/18/2023, R-121-23	19,444.00
419	8100	Improvements	5400 Dahme Mechanical Industries Inc	20230505	TO#1 Pump Install - Maple - 12/18/2023, R-175-23	74,000.00
<b>Total 580 - CIP - Water/Sewer</b>					<b>108,542.90</b>	

<b>Total 00 - Non Departmental</b>					<b>668,815.22</b>
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<b>Department: 30 - Finance</b>						
420	6025	Administrative Services	7961 BridgePay Network Solutions LLC	19249	Utility Web, Business License Trans & EnerGov Fees Dec 2023	282.00
421	7000	Office Supplies	4239 Anderson Safford	10428	9 Self Inking Daters	378.60
<b>Total 30 - Finance</b>					<b>660.60</b>	

<b>Total 500 - Water/Sewer Fund</b>					<b>669,475.82</b>
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<b>Fund: 510 - City Owned Parking Fund</b>						
422	6025	Administrative Services	7960 Passport Labs Inc	INV-1043213	Mobile Pay Parking Transaction Fee for Dec 2023	28.12
423	6320	R&M Parking Lots	6041 ChargePoint Inc	IN240921	Vehicle Charging Station Vandalism Repair - 01/11/2024	3,060.00
424	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-80518-N7P4	Elevator Inspections - CH, PD, Metro, Library - 12/31/2023	539.00
425	7060	Supplies - Parking Lots	1057 Menard Incorporated	28746	Electronic Fuses - Civic Deck	6.48
426	7060	Supplies - Parking Lots	8244 Des Plaines Ace Hardware	5148	Fuse	6.29
427	7060	Supplies - Parking Lots	1043 WW Grainger Inc	9953760643	4 Emergency Halogen Lights - Metro Square Deck	67.00
428	7060	Supplies - Parking Lots	1043 WW Grainger Inc	9954625167	Emergency Lights Replacement - Metro Square Deck	100.50
429	7060	Supplies - Parking Lots	2313 City Electric Supply Company (CES)	DEP/068048	11 Batteries - Parking Decks	329.89
<b>Total 510 - City Owned Parking Fund</b>					<b>4,137.28</b>	

<b>Fund: 520 - Metra Leased Parking Fund</b>						
430	6025	Administrative Services	7960 Passport Labs Inc	INV-1043213	Mobile Pay Parking Transaction Fee for Dec 2023	574.61

# City of Des Plaines

## Warrant Register 02/05/2024

Line #	Account		Vendor	Invoice	Invoice Description	Amount
431	7540	Land Lease	1165 Union Pacific Railroad Company	Dec 2023	Parking Fees for Dec 2023	2,326.20
<b>Total 520 - Metra Leased Parking Fund</b>						<b>2,900.81</b>

Fund: 600 - Risk Management Fund						
432	5325	Training	8074 Thomas Group Solutions LLC	23DPTO12	TO#12 2023 OSHA Compliance - 01/01-12/31/2023, R-9-20	18,500.00
433	5345	Post-Employment Testing	7133 Mid-West Truckers Association Inc	32426	Post-Employment Query Checks 12/11, 12/19/23 & 01/01/24	185.00
434	6000	Professional Services	8074 Thomas Group Solutions LLC	23DPTO13	TO#13 Op Plans, Job Safety & Hazard Analysis - 01/01-12/31/2023	18,500.00
435	6000	Professional Services	8074 Thomas Group Solutions LLC	23DPTO14	City Wide Risk Management Services - 01/01-12/31/2023, R-9-20	19,000.00
436	6005	Legal Fees	1127 Clark Baird Smith LLP	17742	Legal Fees - December 2023	169.00
<b>Total 600 - Risk Management Fund</b>						<b>56,354.00</b>

Fund: 700 - Escrow Fund						
437	2229	Event - Holiday Lighting	8973 Metropolitan Square Realty LLC	11281202	Reimbursement ComEd Fees for Winter Celebrations 11/28-12/2/23	1,166.14
438	2430	Escrow - Police Items	1320 IL State Police	20231101755	Fingerprint Background Check Services - Nov 2023	84.75
439	2430	Escrow - Police Items	1320 IL State Police	20231201755	Fingerprint Background Check Services - Dec 2023	113.00
440	2460	Refundable Bonds	8831 Patel, Vasant T	Refund 3/14/23	Bond Refund 2021-01000001 - 1881 E Oakton 01/11/2021	5,000.00
441	2460	Refundable Bonds	9012 Premier Design Build Group	Refund 3/14/23	Refundable Bond 2019-07000038 - 2100 S Wolf Rd 11/6/2019	5,000.00
<b>Total 700 - Escrow Fund</b>						<b>11,363.89</b>

<b>Grand Total</b>						<b>1,420,436.15</b>
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# City of Des Plaines

## Warrant Register 02/05/2024

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
442	4160	Real Estate Transfer Tax	9013 Patel, Shakuntalab R	Refund 01/04/24 Real Estate Transfer Stamp Refund #68861	480.00
443	4320	Business Licenses	5326 Abbott Molecular	Refund 08/14/23 Event on 08/11/2023 - License Refund (Replaces Ck 149555)	50.00
<b>Total 00 - Non Departmental</b>					<b>530.00</b>

<b>Elected Office</b>					
<b>Division: 120 - City Clerk</b>					
444	6120	Recording Fees	7336 Cook County Clerk	29007312023A Recording Fee for 1 Plat/2 Ords 7/26/23-Replaces Ck 149526	309.00
<b>Total 120 - City Clerk</b>					<b>309.00</b>

<b>Total 10 - Elected Office</b>					<b>309.00</b>
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<b>Public Works &amp; Engineering</b>					
<b>Division: 540 - Vehicle Maintenance</b>					
445	6195	Miscellaneous Contractual Services	8504 Verizon Connect Fleet USA LLC	332000052114 Vehicle Diagnostic System Dec 2023	1,442.20
446	7120	Gasoline	7349 Wex Inc	94187825 Fuel Purchases Dec 2023	358.69
447	7130	Diesel	7349 Wex Inc	94187825 Fuel Purchases Dec 2023	152.83
<b>Total 540 - Vehicle Maintenance</b>					<b>1,953.72</b>

<b>Total 50 - Public Works &amp; Engineering</b>					<b>1,953.72</b>
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<b>Police Department</b>					
<b>Division: 610 - Uniformed Patrol</b>					
448	6015	Communication Services	1032 Comcast	12/19/2023 x6724 Internet/Cable Service for Jan 2024	105.00
<b>Total 610 - Uniformed Patrol</b>					<b>105.00</b>

<b>Division: 630 - Support Services</b>					
449	6015	Communication Services	1032 Comcast	01/06/2024 x7069 Internet/Cable Service 01/10-02/09/2024	114.90
450	6015	Communication Services	1009 AT&T	847R18054612-23 Communications Service 12/28/2023-01/27/2024	64.00
<b>Total 630 - Support Services</b>					<b>178.90</b>

<b>Total 60 - Police Department</b>					<b>283.90</b>
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<b>Fire Department</b>					
<b>Division: 100 - Administration</b>					
451	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8004311448 Shredding Services 06/23/2023 Fire Station #61	100.21
<b>Total 100 - Administration</b>					<b>100.21</b>

<b>Division: 730 - Emergency Management Agency</b>					
452	6015	Communication Services	1032 Comcast	12/22/2023 x6716 Internet/Cable Service for Jan 2024	63.00
<b>Total 730 - Emergency Management Agency</b>					<b>63.00</b>

<b>Total 70 - Fire Department</b>					<b>163.21</b>
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# City of Des Plaines

## Warrant Register 02/05/2024

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Department: 90 - Overhead</b>						
453	6015	Communication Services	1032 Comcast	12/20/2023 x6732	Internet/Cable Service for Jan 2024	63.00
454	6015	Communication Services	1032 Comcast	192424497-8482	Internet/Cable Service 01/15- 02/14/2024	1,575.00
455	6015	Communication Services	8536 Peerless Network Inc	41365	Communications Service Jan 2024	12,403.45
<b>Total 90 - Overhead</b>					<b>14,041.45</b>	
<b>Total 100 - General Fund</b>					<b>17,281.28</b>	
<b>Fund: 500 - Water/Sewer Fund</b>						
<b>Division: 560 - Sewer Systems</b>						
456	6015	Communication Services	8536 Peerless Network Inc	41365	Communications Service Jan 2024	128.46
<b>Total 560 - Sewer Systems</b>					<b>128.46</b>	
<b>Total 500 - Water/Sewer Fund</b>					<b>128.46</b>	
<b>Fund: 510 - City Owned Parking Fund</b>						
457	6015	Communication Services	8536 Peerless Network Inc	41365	Communications Service Jan 2024	332.35
458	6015	Communication Services	8536 Peerless Network Inc	41365	Communications Service Jan 2024	1,209.03
<b>Total 510 - City Owned Parking Fund</b>					<b>1,541.38</b>	
<b>Grand Total</b>					<b>18,951.12</b>	

# City of Des Plaines

## Warrant Register 02/05/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Elected Office</b>					
<b>Division: 120 - City Clerk</b>					
459	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 43508 Uniforms for City Clerk's Office Employees	232.79
<b>Total 120 - City Clerk</b>					<b>232.79</b>
<b>Total 10 - Elected Office</b>					<b>232.79</b>
<b>City Administration</b>					
<b>Division: 210 - City Manager</b>					
460	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 43530 Zoom Subscription 12/26/23-1/25/24 - City Manager	15.99
461	7310	Publications	1050 Journal & Topics Newspapers	PC - 43529 Newspaper Subscription - City Manager 12/14/23-12/13/24	66.00
<b>Total 210 - City Manager</b>					<b>81.99</b>
<b>Division: 230 - Information Technology</b>					
462	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 43562 Renewal Secure Xpress 12/11/23-01/10/24	9.99
463	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 43567 Dpcitynet/Cityofdesplaines/Desplaines Renewal 11/21-12/20/2023	14.97
464	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 43568 Renewal Premium DNS Dpcitynet.Com 12/12/23-01/11/24	4.99
465	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 43572 Domain Renewal Tasteofdesplaines.com 12/25/23-12/24/24	54.98
466	7000	Office Supplies	4348 Amazon.Com	PC - 43557 75 Post-It Pads of Various Sizes	39.30
467	7000	Office Supplies	4348 Amazon.Com	PC - 43561 VIZ-PRO Notice Board Felt Gray, 48 X 36 Inches	63.90
468	7000	Office Supplies	4348 Amazon.Com	PC - 43563 Command Large Universal Frame Hanger Kit	9.79
469	7000	Office Supplies	4348 Amazon.Com	PC - 43571 1 Aonomi Replacement for Dymo Rhino Label Tape	19.79
470	7005	Printer Supplies	4348 Amazon.Com	PC - 43573 1 of: Fargo 84051 HDP Color Ribbon for HDP5000 / HDPi	117.28
471	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 43554 5 USB 3.0, 5 USB-C and 20 Ugreen Revodok 6	516.00
472	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 43555 6 of Dell ThunderBolt 4 Dock (WD22TB4), Black	1,127.40
473	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 43556 1 Utility Knife	13.99
474	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 43558 1 Precision Screwdriver Set	29.99
475	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 43559 APC UPS Battery Replacement	74.10
476	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 43560 3 GlobalSat Receivers	166.85
477	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 43564 3 OtterBox iPhone Cases	39.95
478	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 43566 1 Casil 12v 20ah Battery AGM SLA Lead Acid Battery	42.13
479	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 43569 1 Ayotu Case for Remarkable 2 Paper Tablet 10.3 2020	38.99
480	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 43570 13 Dell Thunderbolt 4 Dock (WD22TB4)	2,424.50
481	8010	Furniture & Fixtures	5802 IKEA	PC - 43565 Office Chair	308.11
<b>Total 230 - Information Technology</b>					<b>5,117.00</b>

**City of Des Plaines**  
**Warrant Register 02/05/2024**  
**JPMorgan Chase**

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Division: 240 - Media Services</b>					
482	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	PC - 43446 Chamber Networking Event 12/12/2023-4 Media Service Attendees	20.00
483	5325	Training	4444 Misc Vendor for Procurement Card	PC - 43543 FAA Exam for Drone Pilot Op-Canceled for 12/26/23 PT Media Spec	175.00
484	5325	Training	4444 Misc Vendor for Procurement Card	PC - 43544 Credit for FAA Exam-Drone Pilot Op-12/26/2023 PT Media Spec	(175.00)
485	5325	Training	4444 Misc Vendor for Procurement Card	PC - 43545 FAA Exam-Drone Pilot Op-Taken 12/26/23 PT Media Specialist-New Location	175.00
486	6015	Communication Services	3875 Apple Inc	PC - 43448 Add'l iCloud Storage for One MS Staff Member 12/15/23-01/14/24	0.99
487	6108	Public Relations & Communications	6109 Facebook Inc	PC - 43444 Facebook Events: Pumpkin Smash and Winter Fair 10/31-11/29/2023	19.99
488	6108	Public Relations & Communications	4633 Walgreen Co	PC - 43511 Display Headshot Update 1 Alderman 12/2/23	6.49
489	6108	Public Relations & Communications	4633 Walgreen Co	PC - 43520 Display Headshot Update 2 Aldermen 12/15/23	12.99
490	6108	Public Relations & Communications	5500 4imprint Inc	PC - 43523 190 Foldaway Tote Bag City Branded Giveaways 12/15/23	548.49
491	6108	Public Relations & Communications	5500 4imprint Inc	PC - 43524 500 Pens City Branded Giveaways 12/15/23	303.60
492	6108	Public Relations & Communications	5500 4imprint Inc	PC - 43525 180 Coffee Mugs City Branded Giveaways 12/15/23	603.49
493	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 43509 Youth Comm Candy, Santa Hats, Bags for Gingerbread Event 12/4/23	81.93
494	6535	Subsidy - Youth Commission	2318 Jewel Food Stores	PC - 43512 Youth Commission 24 Ct. Cupcakes for Gingerbread Event 12/4/23	37.98
495	6535	Subsidy - Youth Commission	8987 American Button Machines	PC - 43513 Youth Commission Button Machine, Buttons, Magnets, Stickers 12/05/23	982.03
496	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 43514 Youth Comm Snacks for Holiday Hoopla Event 12/9/23	206.16
497	6535	Subsidy - Youth Commission	2318 Jewel Food Stores	PC - 43515 Youth Comm 7 Boxes Candy Canes for Holiday Hoopla Event 12/9/23	24.43
498	6535	Subsidy - Youth Commission	5500 4imprint Inc	PC - 43516 Youth Commission 1,000 Mood Pencils Branded Giveaways 12/7/23	402.68
499	6535	Subsidy - Youth Commission	5500 4imprint Inc	PC - 43517 Youth Comm 220 Notebooks with Pen Branded Giveaways 12/7/23	741.10
500	6535	Subsidy - Youth Commission	5500 4imprint Inc	PC - 43518 Youth Commission 510 Carabiner Branded Giveaways 12/7/23	522.92
501	6535	Subsidy - Youth Commission	5500 4imprint Inc	PC - 43519 Youth Commission 350 Sunglasses Branded Giveaways 12/7/23	668.09
502	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 43521 Youth Comm Foldable Wagon and Tent Weights for Events 12/13/23	150.11
503	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 43522 Youth Commission Branded Thank You Cards 100 Ct. 12/12/23	39.59
504	7310	Publications	1050 Journal & Topics Newspapers	PC - 43447 Digital Subscription Director of Media Services 12/5/23-12/4/24	66.00
505	7310	Publications	1456 Chicago Tribune	PC - 43449 City Clerk Subscription 12/21/23-12/18/24	207.48

# City of Des Plaines

## Warrant Register 02/05/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
506	7310	Publications	1456 Chicago Tribune	PC - 43450	Media Services Subscription 12/22/23-12/19/24	207.48
<b>Total 240 - Media Services</b>					<b>6,029.02</b>	

<b>Division: 250 - Human Resources</b>						
507	6100	Publication of Notices	5760 LinkedIn	PC - 43496	Job Ad: Exec Asst, Mgmt Analyst, Permit Tech 12/1-12/4/23	603.47
508	6100	Publication of Notices	5760 LinkedIn	PC - 43497	Job Ad: Exec Asst, Mgmt Analyst, Permit Tech 12/5-12/7/23	551.31
509	6100	Publication of Notices	5760 LinkedIn	PC - 43498	Job Ad: Exec Asst, Mgmt Analyst, Permit Tech 12/8-12/21/23	579.48
<b>Total 250 - Human Resources</b>					<b>1,734.26</b>	

<b>Total 20 - City Administration</b>					<b>12,962.27</b>
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<b>Department: 30 - Finance</b>						
510	5310	Membership Dues	1413 ICMA Intl City/County Management Association	PC - 43500	ICMA Dues for FY2024 - Asst City Mgr/Finance Dir	1,200.00
511	6000	Professional Services	1737 GFOA Government Finance Officers Association	PC - 43279	Application Fee for the 2024 GFOA Budget Award Review	575.00
512	6110	Printing Services	6483 Deluxe Small Business Sales Inc	PC - 43587	300 Deposit Ticket Books 11/02/2023	118.03
513	7000	Office Supplies	4348 Amazon.Com	PC - 43580	50 Pack of Sheet Protectors, 2 Packs of AAA Batteries	40.21
514	7000	Office Supplies	4348 Amazon.Com	PC - 43582	Refund for AAA Batteries	(14.89)
515	7000	Office Supplies	4348 Amazon.Com	PC - 43589	Pack of 600 Blank Printable Labels	35.14
516	7000	Office Supplies	4348 Amazon.Com	PC - 43592	24-Pack of Sticky Note Pads and Post-it Mini Notes	43.21
517	7000	Office Supplies	4348 Amazon.Com	PC - 43593	2 Weekly and Monthly Planners for 2024	25.58
518	7200	Other Supplies	1076 Sam's Club Direct	PC - 43579	Plasticware, Paperware and K-Cup Coffee	186.07
519	7200	Other Supplies	4348 Amazon.Com	PC - 43584	2 Mouse Pads and Keyboard Wrist Rests	36.88
520	7200	Other Supplies	4348 Amazon.Com	PC - 43585	24 Pack of AA Batteries and K-Cup Pod Coffee Maker	34.14
521	7200	Other Supplies	1076 Sam's Club Direct	PC - 43598	Plasticware and K-Cups	61.98
522	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 43583	Uniform for Finance Department	37.95
523	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 43588	Uniform for Finance	35.95
524	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 43590	Uniforms for Finance Department	175.28
525	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 43594	Uniforms for Finance	113.37
526	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 43586	24 Pack of AA Batteries and K-Cup Pod Coffee Maker	118.99
527	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 43595	Standing Desk Converter with Dual Monitor Mount	229.76

# City of Des Plaines

## Warrant Register 02/05/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
528	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 43596	Standing Desk Converter with Dual Monitor Mount	217.50
529	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 43599	Standing Desk Converter with Dual Monitor Mount	435.00
530	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 43600	Standing Desk Converter with Dual Monitor Mount	219.99
<b>Total 30 - Finance</b>					<b>3,925.14</b>	

Community Development						
Division: 410 - Building & Code Enforcement						
531	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 43462	Development Service Manger Payment Test for Energov	1.00
532	7310	Publications	1447 International Code Council Inc	PC - 43531	Credit for Tax from Previous Charge on 10/26/23	(10.44)
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>(9.44)</b>	

<b>Total 40 - Community Development</b>					<b>(9.44)</b>
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Public Works & Engineering						
Division: 510 - Engineering						
533	5310	Membership Dues	5087 American Society of Civil Engineers	PC - 43463	Asst Dir of Eng Membership Dues for 1/1-12/31/2024	291.00
534	6000	Professional Services	8880 ReMarkable AS	PC - 43553	Monthly ReMarkable Connect Subscription 12/01-12/31/2023	2.99
<b>Total 510 - Engineering</b>					<b>293.99</b>	

Division: 530 - Street Maintenance						
535	5310	Membership Dues	5441 International Society of Arboriculture	PC - 43505	ISA Yearly Membership - Arborist - 12/18/2023-12/17/2024	190.00
536	7550	Miscellaneous Expenses	4746 Giacomo's Ristorante	PC - 43504	APWA Supplies for Hosted Training - 12/20/2023	877.25
<b>Total 530 - Street Maintenance</b>					<b>1,067.25</b>	

Division: 535 - Facilities & Grounds Maintenance						
537	6315	R&M Buildings & Structures	7689 Ambius	PC - 43453	December 2023 Monthly Plant Maintenance	757.08
538	7020	Supplies - Safety	4348 Amazon.Com	PC - 43494	Safety Clean Up Kits	68.80
539	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 43489	Chair Replacement Part	36.94
540	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 43490	Hepa Filter for Air Cleaner	81.78
541	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 43486	Communication Plate - City Hall Room 101	58.89
542	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 43487	Data Port Connectors	128.22
543	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 43495	Track Lighting - Media Studio	986.44
544	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 43574	Gate Latches for PW	46.31
545	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 43581	Refund for 4 Metal Trash Cans - City Hall	(91.96)
546	7200	Other Supplies	4348 Amazon.Com	PC - 43484	Coffee Machine - City Hall	300.62
547	7200	Other Supplies	4348 Amazon.Com	PC - 43485	Coffee Machine Reservoir - City Hall	83.80

# City of Des Plaines

## Warrant Register 02/05/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
548	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	PC - 43491 Rotary Hammer, Grinder, and Reciprocating Saw	597.00
549	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	PC - 43492 Hammer Drill, Tester Set, Band Saw, and Flood Light	841.97
550	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	PC - 43493 Tool Set	199.00
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>4,094.89</b>

<b>Total 50 - Public Works &amp; Engineering</b>	<b>5,456.13</b>
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Police Department						
Division: 610 - Uniformed Patrol						
551	5325	Training	1661 Northwestern University	PC - 43458	Refund for Motorcycle Crash Recon 11/13-11/16/2023 (1 ET)	(1,200.00)
552	5325	Training	4444 Misc Vendor for Procurement Card	PC - 43459	Narc Invest 1/23-1/24/2024 1 Ofc, Pros Ops 1/26/2024 1 Ofc	1,050.00
553	5325	Training	5174 Tri-Tech Forensics Inc	PC - 43476	Shooting Incident Reconstruction 9/9-9/13/2024 (1 ET)	729.00
554	5325	Training	5174 Tri-Tech Forensics Inc	PC - 43478	Shooting Incident Reconstruction 9/9-9/13/2024 (1 ET)	729.00
555	7200	Other Supplies	4348 Amazon.Com	PC - 43469	Prisoner Pillows	84.60
556	7200	Other Supplies	4348 Amazon.Com	PC - 43472	Plastic Spoons, Forks, Knives	44.98
557	7200	Other Supplies	4348 Amazon.Com	PC - 43474	Plastic Spoons, Forks, Knives	49.00
558	7200	Other Supplies	4348 Amazon.Com	PC - 43481	Paper Cups	76.43
559	7500	Postage & Parcel	1566 UPS Store The	PC - 43578	Shipping for Return of Thermal Paper	13.58
<b>Total 610 - Uniformed Patrol</b>					<b>1,576.59</b>	

Division: 620 - Criminal Investigation						
560	6015	Communication Services	8347 Browning Trail Cameras	PC - 43443	Cell Connection-Trail Camera for Surveillance 12/18/23-1/18/24	29.99
561	7200	Other Supplies	4348 Amazon.Com	PC - 43470	Plastic Spoons	45.98
562	7200	Other Supplies	4348 Amazon.Com	PC - 43473	Paper Bowls	52.39
563	7200	Other Supplies	4348 Amazon.Com	PC - 43475	Plastic Spoons, Forks, Knives	49.86
<b>Total 620 - Criminal Investigation</b>					<b>178.22</b>	

Division: 630 - Support Services						
564	7000	Office Supplies	4348 Amazon.Com	PC - 43471	Calendars, Notebooks, Sheet Protectors, Rubber Stamps	91.43
565	7000	Office Supplies	4348 Amazon.Com	PC - 43479	Pens	38.80
566	7000	Office Supplies	4348 Amazon.Com	PC - 43480	Dry Erase Markers	29.12
567	7000	Office Supplies	4348 Amazon.Com	PC - 43482	Post-it Notes, Correction Tape, Grommet Tool Kit	38.97
568	7000	Office Supplies	4348 Amazon.Com	PC - 43499	2 Packs of Award Certificate Paper	16.56
569	7015	Supplies - Police Range	6720 Action Target	PC - 43457	3000 Targets	2,358.37
570	7200	Other Supplies	1066 Office Depot	PC - 43460	Shipping Supplies for Leso Rifle Return	103.37
571	7200	Other Supplies	4348 Amazon.Com	PC - 43477	Magnetic Clips, Glass Wipes, Coffee Filters	77.73
572	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 43483	Post-it Notes, Correction Tape, Grommet Tool Kit	39.99

# City of Des Plaines

## Warrant Register 02/05/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
573	7550	Miscellaneous Expenses	5288 Dunkin Donuts, Inc	PC - 43575 Coffee for Major Case Assistance Team 12/27/2023	141.79
<b>Total 630 - Support Services</b>					<b>2,936.13</b>

<b>Total 60 - Police Department</b>	<b>4,690.94</b>
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Fire Department						
Division: 100 - Administration						
574	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	PC - 43548	Car Wash 12/13/23 Vehicle 6102 - Deputy Chief	12.00
575	7200	Other Supplies	4348 Amazon.Com	PC - 43526	6 Closet Rods - Admin. Offices	113.22
<b>Total 100 - Administration</b>					<b>125.22</b>	

Division: 710 - Emergency Services						
576	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 43546	Digital Tire Inflator with Pressure Gauges for Station 62	91.99
577	7200	Other Supplies	4348 Amazon.Com	PC - 43547	Wall Hooks, Plastic Storage Bins - Station 62	62.70
578	7200	Other Supplies	4348 Amazon.Com	PC - 43552	2 Replacement iPad Cases for Ambulances	146.95
579	7320	Equipment < \$5,000	1148 WS Darley & Co	PC - 43527	Center Drive Multi Tool	320.84
580	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 43550	Grinder and Accessories for Station 61	150.95
581	7500	Postage & Parcel	1566 UPS Store The	PC - 43576	Re-Bill of Shipping Materials for Thermal Imagers 11/20/2023	5.99
582	7500	Postage & Parcel	1566 UPS Store The	PC - 43577	Credit for Tax Charged 11/20/23-Tax Charged and Items Re-Billed	(6.58)
583	7550	Miscellaneous Expenses	6867 Marianos	PC - 43551	Cake for Promotional Ceremony - 12/4/23	61.99
584	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 43605	Re-Bill of EMA Volunteer Dinner 12/13/23	560.15
<b>Total 710 - Emergency Services</b>					<b>1,394.98</b>	

Division: 730 - Emergency Management Agency						
585	7550	Miscellaneous Expenses	5390 Avanti Cafe & Sandwich Bar	PC - 43601	Food For EMA Volunteers-Our Lady of Guadalupe Event 12/11/23	168.80
586	7550	Miscellaneous Expenses	5390 Avanti Cafe & Sandwich Bar	PC - 43602	Tip - Food For EMA Volunteers-Our Lady of Guadalupe. Event 12/11/23	20.00
587	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 43603	EMA Volunteer Dinner 12/13/23	609.40
588	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 43604	Credit for EMA Volunteer Dinner-Taxed Charged 12/13/23	(609.40)
<b>Total 730 - Emergency Management Agency</b>					<b>188.80</b>	

<b>Total 70 - Fire Department</b>	<b>1,709.00</b>
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Department: 75 - Fire & Police Commission						
589	6100	Publication of Notices	6109 Facebook Inc	PC - 43452	Facebook Ads: Winter Fair and FD Recruitment 11/29-12/13/2023	40.03
<b>Total 75 - Fire &amp; Police Commission</b>					<b>40.03</b>	

<b>Total 100 - General Fund</b>	<b>29,006.86</b>
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# City of Des Plaines

## Warrant Register 02/05/2024

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 260 - Asset Seizure Fund</b>						
<b>Program: 2620 - DEA</b>						
590	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 43528	Food for K9 Jager 12/2/2023	220.45
591	7200	Other Supplies	1047 Home Depot Credit Svcs	PC - 43549	Staples, Paracord, Batteries, and Snap Links for TRT	72.84
592	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 43456	5 Picatinny Rails	58.99
593	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 43461	BlackbeardX Computerized Shooting Training System	598.99
<b>Total 2620 - DEA</b>					<b>951.27</b>	

<b>Total 260 - Asset Seizure Fund</b>					<b>951.27</b>
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<b>Fund: 430 - Facilities Replacement Fund</b>						
594	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 43488	Hepa Filter for Air Cleaner	93.25
<b>Total 430 - Facilities Replacement Fund</b>					<b>93.25</b>	

<b>Fund: 500 - Water/Sewer Fund</b>						
<b>Non Departmental</b>						
<b>Division: 550 - Water Systems</b>						
595	6015	Communication Services	4444 Misc Vendor for Procurement Card	PC - 43542	SCADA Notification Service - 12/27/2023 - Auto Recharge	47.83
596	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 43534	Battery Pack	64.84
597	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 43537	Grease Guns	173.80
598	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 43454	Spark Plugs	11.93
599	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 43455	Engine Filters	46.42
600	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 43533	Screen Protectors for iPads	32.97
601	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 43532	Brita Water Filters for Lead Service Replacements	589.80
602	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 43536	Network Cable	1,059.96
603	7300	Uniforms	4348 Amazon.Com	PC - 43501	Quartermaster Sweatshirt - Crew Leader	67.99
604	7500	Postage & Parcel	1700 United States Postal Service	PC - 43502	Postage for Certified Mail - 12/01/2023	102.72
605	7500	Postage & Parcel	1700 United States Postal Service	PC - 43503	Postage for Certified Mail - 12/12/2023	119.84
<b>Total 550 - Water Systems</b>					<b>2,318.10</b>	

<b>Division: 560 - Sewer Systems</b>						
606	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 43535	Battery Pack	64.84
607	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 43538	Grease Guns	173.80
608	7075	Supplies - Sewer System Maintenance	4348 Amazon.Com	PC - 43539	Tag Wires for Lift Station Pumps	25.00
609	7075	Supplies - Sewer System Maintenance	4348 Amazon.Com	PC - 43540	Tags for Lift Station Pumps	25.48



**City of Des Plaines**  
**Warrant Register 02/05/2024**  
**JPMorgan Chase**

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
610	7075	Supplies - Sewer System Maintenance	1699 Metal Supermarkets Villa Park	PC - 43541	Sewer Covers for Garage	270.00
<b>Total 560 - Sewer Systems</b>					<b>559.12</b>	

<b>Total 00 - Non Departmental</b>	<b>2,877.22</b>
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<b>Department: 30 - Finance</b>						
611	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 43591	Uniforms for Finance Department	112.37
612	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 43597	Standing Desk Converter with Dual Monitor Mount	217.50
<b>Total 30 - Finance</b>					<b>329.87</b>	

<b>Total 500 - Water/Sewer Fund</b>	<b>3,207.09</b>
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<b>Fund: 700 - Escrow Fund</b>						
613	2229	Event - Holiday Lighting	6109 Facebook Inc	PC - 43445	Facebook Events: Pumpkin Smash and Winter Fair 10/31-11/29/2023	22.41
614	2229	Event - Holiday Lighting	6109 Facebook Inc	PC - 43451	Facebook Ads: Winter Fair and FD Recruitment 11/29-12/13/2023	2.59
615	2229	Event - Holiday Lighting	8750 Chicago Carolers LLC	PC - 43464	Balance for Carolers at Tree Lighting 12/1/23	150.00
616	2229	Event - Holiday Lighting	3292 Service Sanitation Inc	PC - 43465	Restroom for Tree Lighting and Winter Fair 12/01-12/02/2023	245.00
617	2229	Event - Holiday Lighting	3292 Service Sanitation Inc	PC - 43466	Restroom for Tree Lighting and Winter Fair 12/01-12/02/2023	245.00
618	2229	Event - Holiday Lighting	4348 Amazon.Com	PC - 43467	Storage Bins for Winter Fair Decor 12/2/23	89.08
619	2229	Event - Holiday Lighting	4348 Amazon.Com	PC - 43468	Refund for Storage Bins for Winter Fair Decor	(89.08)
620	2230	Escrow - Bicycle Event	5011 Forest Preserves of Cook County	PC - 43510	Security Deposit Credit for Bike Event 9/23/23	(250.00)
<b>Total 700 - Escrow Fund</b>					<b>415.00</b>	

<b>Grand Total</b>	<b>33,673.47</b>
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# City of Des Plaines

## Warrant Register 02/05/2024

### Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,420,436.15 **	2/5/2024
Manual Checks	\$ 18,951.12 **	1/19/2024
Payroll	\$ 1,567,395.48	1/12/2024
Payroll	\$ 1,539,255.01	1/26/2024
RHS Payout		
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ 33,673.47 **	1/18/2024
Chicago Water Bill ACH		
Postage Meter Direct Debits	\$ 3,000.00	1/10/2024
Utility Billing Refunds	\$ 3,278.55	1/19/2024
Debt Interest Payment		
IMRF Payments	\$ 152,890.67	1/8/2024
Employee Medical Trust		
<b>Total Cash Disbursements:</b>	<b><u>\$ 4,738,880.45</u></b>	

\* Multiple transfers processed on and/or before date shown

\*\* See attached report

Adopted by the City Council of Des Plaines

This Fifth Day of February 2024

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: January 25, 2024

To: Michael G. Bartholomew, City Manager

From: Jeff Rogers, Director of Community and Economic Development (CED) <sup>JWR</sup>  
Emily Shaw, MPA, Management Analyst

Subject: Consider Approval of Business Assistance Program (BAP) GROWTH Request from Proposed Restaurant at 1940 E Touhy (6th Ward)

**Issue:** A Cuban restaurant branded as Que Bola Cuban Café is planning on opening at 1940 E Touhy Avenue. To help supplement the interior build-out costs the applicants have incurred, they are requesting a \$35,000 Business Assistance Program (BAP) GROWTH grant.

**Analysis:** Applicants Juan Manuel Fragoso and Marco Estrada both of Que Bola, are asking the City Council to approve a GROWTH grant- provided as a lump sum reimbursement after completion of the restaurant build-out construction- for \$35,000 towards \$78,000 of identified, eligible project expenses under the adopted BAP guidelines. As listed in the attached budget, various contractors are listed to complete the eligible project components including but not limited to electrical work (\$8,500), plumbing and bathroom work (\$6,000), makeup air equipment (\$9,860), signage and wall wraps (\$12,500), permanent kitchen equipment (\$7,762), and work done by JFragoso Constructions LLC that covers framing work, drywall, and flooring amongst other items (\$20,818). Because the BAP guidelines allow an award to cover up to 50 percent of the eligible project costs, the \$35,000 falls within that threshold. The applicants indicated that they plan to open the restaurant in the spring of 2024 since construction has already commenced in the space.

The applicants stated in their business plan that their vision is to provide authentic Cuban food and flavors to the City. They intend to become a member of the community and create and support meaningful relationships with their fellow business owners and customers. At approximately 1,100 square feet, the restaurant can serve as a food destination to the residents as well as draw from neighboring communities.

**City Council Action:** If the Council agrees that the proposal is aligned with and appropriate for the BAP GROWTH guidelines, it may adopt Resolution R-39-24, which approves a BAP GROWTH grant award in an amount not to exceed \$35,000. Council action approves the award, but disbursement would not occur until the applicant completes the build-out project and other administrative steps pursuant to the administrative steps of the grant program.

**Attachments:**

Attachment 1: Application, Business Plan  
Attachment 2: Lease Agreement

**Resolution R-39-24**



**DES PLAINES BUSINESS ASSISTANCE PROGRAM APPLICATION**

Applicant Name: Juan Manuel Fragoso / Marco Estrada

Business/Property Name: 1940 E Touhy Que Bola LLC

Address: 1940 E Touhy

Business Phone: 773-822-8215 Alternative Phone: 773-712-1217

Email: Quebola<sup>LLC</sup>@gmail.com Fax: \_\_\_\_\_

Description of the project: Install new makeup air Build new ADA Bathr  
Cosmetic work flooring walls new plumbing & Electric

(Second project for potential future award, if applicable): Maybe xpansion

Estimated cost (total quotes from contractors): 70K

Requested Grant Amount: 35K

Type of Grant (circle one):

*BOOST (up to \$10,000, approval by staff)*

GROWTH *(more than \$10,000, approval required by City Council)*

Business Registration Certificate (circle one): *Yes, the certificate number is* \_\_\_\_\_

*No, I have applied on \_\_\_\_\_ or pledge to apply (initial)* \_\_\_\_\_

I am the (circle one) of the business property: *Property Owner* or Tenant.

If you are a tenant, please provide a project consent letter from the property owner, lease agreement, and complete the following information of the property owner:



Name: Juan Manuel Fragoso / Marco A Estrada  
 Address: 1940 E Touhy  
 Phone: 773-822-8215 / 773 712-1217 Fax: \_\_\_\_\_  
 Email: Quebolal1c@gmail.com  
 When does the lease expire? October 31, 2028

**\*Disclaimer**

All grant awards are subject to funding and prioritization by City Council during the budget process in each fiscal year. City Council reserves the right to discontinue this program at any time for any reason without notice.

**Required Application Steps and Submittals (checked by staff as required)**

- Pre-application meeting with staff
- Completed grant application form
- Detailed business plan including (If applicable):
  - A business/investment narrative including but not limited to: the people behind the business/investment; their experience; proof of concept/other locations (provide photos if applicable); business idea and brand/marketing strategy, scale of investment, long-term viability (e.g. "SWOT analysis").
  - Performance and revenue projections including tax-generation estimates (sales, food-and-beverage, and/or property or other) over multiple years.
  - A need statement to quantify the gap or risk that the award would defray.

*Note: For awards that are not substantially greater than \$10,000, the City Council may waive all or some of the business plan requirement.*

- Contractor work proposal
  - Contractor estimates and a corresponding project budget are required *pre-approval*
- Photos of existing property/area(s) subject of the proposed work ("before" pictures)
- A letter of consent from the property owner (if applicable)
- Proof of pending lease or sales contract (if applicable)
- For exterior façade, sign, or lighting improvements: A color architectural drawing, or photo/photo-adapted rendering, listing the proposed materials and type of work, as well as a site plan showing the location of the improvements



**Program Rules**

Please initial each line after reading, understanding, and agreeing to the following:



JF ME I have received the "Business Assistance Program Guidelines" and have read and understand all requirements within.

JMF ME I acknowledge that the business/property may not receive more than two (2) awards over the life of the program, provided that the second award is identified at the time of the application for the first award.

JMF ME I understand that payments are not made upon approval but as reimbursement after all qualified, approved work as part of the request has passed necessary inspections, after contractors have been paid (with documentation acceptable to the City provided), and, if applicable, after all necessary business registrations and occupancies have been approved.

JMF ME I have read and understand that applicants seeking assistance toward any interior work or select exterior work must benefit a specific business that will generate either (i) retail sales or (ii) food-and-beverage tax. I affirm that the business subject to this application generates retail and/or food and beverage tax (if necessary, as determined by CED) *Not required (Staff Initial)* \_\_\_\_\_.

JMF ME I will seek and obtain/pass all required permits, inspections, registrations, and licenses from the City, State, or any other agency with authority over the components of the project subject to this request.

   
\_\_\_\_\_  
Applicant signature

Jan 5, 2024  
\_\_\_\_\_  
Date

Que bola LLC mission is to expose our guests to Cuban-Latin flavors by providing quality sustainable food, organic, scratch meals. This is done by demonstrating that quality food can be made with exotic and unique spices within an affordable budget. "Great Food" does not mean "expensive" food. Our vision for Que bola is to provide authentic Cuban Food and Flavors to Des plaines

Our target guests will be anyone who enjoys quality, sustainable Cuban-Latin food prepared . We will have a menu that may change based on seasonality and food availability. The intention is to provide breakfast and lunch options during the day and during the evening and weekends .

As a chef and partner/juan fragoso Team, we are committed to having a successful business ran by a committed couple with strong work ethics. Mr. Fragoso will be assisting Chef Marco at special events and evenings in addition to directing the catering division of the company.

Our immediate goal is to obtain financial backing through a loan and/or capital investment of \$ 35,000 for the build-out of the restaurant and initial operating expenditures. The food industry is very competitive; however, our marketing research shows that there is no known authentic organic, non-GMO, scratch Cuban Food in the area. Chef Marco has been an chef at several distinguished entities and has been in the food service business for over 10 years. He has managed kitchens and is an expert at reduction in operational costs, labor costs and improved inventory control. His distinguished professional background, exemplary classical education, and passion for all aspects of the culinary industry will be an asset to his goal of managing a professional Authentic Cuban Food Business. Most recently, he was invited to Dine in the Forest w/Chef Jose from the Sunrise Grill & Guest Chef Marcos of the Que Bola Cuban Café that took place and time at Sep 30, 2023, 4:00 PM Des Plaines, 1841 S River Rd, Des Plaines, IL 60018, USA

anticipated first year income analysis projects revenue of \$480 000 with labor costs approximately 12.4% . Business expenditures of approximately 34.6% leaving 61.4% to be reinvested into the business and to pay loan debt.



## II. Company Description

### 1. Company mission statement

Que bola LLC mission is to expose our guests to our Cuban-Latin flavors by providing quality sustainable food, organic, scratch meals which are eclectic in its essence and compliments the culinary experience of our guests. This is done by demonstrating that quality food can be made with exotic and unique spices within an affordable budget. "Great Food" does not mean "expensive" food.

### 2. Company philosophy and vision

Our Philosophy "Great Food" does not mean "expensive" food, is the core of our business. We believe in supporting local farms and fisheries which produce healthy products through sustainable and organic practices. We believe in collaboration within the local community to support meaningful relationships and inspire fellow business owners to invest in community growth and prosperity, while providing a quality product. Educating our guests to the unique and varied flavors of Cuban Latin Cuisine is what we strive for with each encounter. As a company that puts customer service first, we will stress that our "concierge" approach to catering is unique in that with each guest interaction we present customized and personalized menus.

### 3. Company goals

Our Short-Term Goals are as follows:

To provide quality, organic, non-GMO prepared with excellence in mind. Our services are open to anyone, however, there appears to be limited offerings (a void) in the area for culturally competent personalized "scratch" catering for the large Latino community of des plaines

Our Long-Term Goals are as follows:

Our intention is to increase our Brand recognition via Social Media Campaigns and special events. These and other efforts we hope, will generate an appreciation of Cuban Food and Chef Marco expertise in organic, sustainable and flavorful food preparation.

### 4. Target market

Our target guests will be anyone who enjoys quality, sustainable food prepared with finesse and care. Our concierge approach to catering will attract those guests who enjoy a personal approach to their event planning and appreciates individualized attention to detail in every aspect of their party planning.

#### Chief Operating Manager:

Recruits and hires qualified employees, creates in-house job-training programs, and assists employees with their career needs. Plans and oversees parties, banquets, conventions and other special events hosted or catered by the restaurant. Responsible for Payroll and benefits, workmen's compensation, etc. Day to day financial functioning of the catering service. Responsible for soliciting banquet business and ensuring customer satisfaction with all booked events. Coordinates and supervises the execution of all banquet functions to ensure the business adheres to client specifications and that the function runs smoothly and efficiently. Helps the company create and maintain a positive image; publicizes fundraisers, parties, special discounts and other newsworthy events.

#### Cook:

Responsible for all fried or sautéed items prepared in the kitchen of a foodservice establishment. Portions and prepares food items prior to cooking, such as fish fillets, shrimp or veal. Other duties include preparing batter or breading, plating and garnishing cooked items, and preparing appropriate garnishes for fried or sautéed foods. Responsible for maintaining a sanitary kitchen workstation. Responsible for grilled, broiled or roasted items prepared in the kitchen of a foodservice establishment. Portions food items prior to cooking, such as steaks or fish fillets. Other duties include carving and portioning roasts, plating and garnishing cooked items, and preparing appropriate garnishes for broiled or roasted foods. Responsible for maintaining a sanitary kitchen workstation. Responsible for cold food items prepared in the kitchen of a foodservice establishment. Portions and prepares cold food items such as salads, cold appetizers, desserts, sandwiches, salad dressings and cold banquet platters. Responsible for maintaining a sanitary kitchen workstation.

#### Server:

Describes menu and daily specials, takes orders, serves food and makes sure customers have everything they need to enjoy their meals. Responsible for coordinating entire station and communicating front- and back-of-house personnel to provide a dining experience that meets or exceed guest expectations. May carve meats, bone fish and fowl, prepare flaming dishes and desserts at tableside and present, open and pour wine when serving guests. Observes diners to ensure they are satisfied with food and service, responds to additional requests, and determines when the meal has been completed. Rings up bills and accepts payment or refers guests to cashier. May assist bus person in stocking, removing and resetting dishes and silverware between courses, and cleaning and resetting vacated tables.

LANDMARK EATS

## Brotherly love in abundance Cubanito Express

*Family legacy at the center of Cuban-meets-Mexican eatery in Riverside*

by **Melissa Elsmo**  
February 15, 2022



Cesar Ambrocio, Marco Estrada-Oropesa and Lucio Ambrocio are part of the close-knit team of owners behind Cubanito Express #2 in Riverside. | Melissa Elsmo/Food Editor

Cuban meets Mexican in dishes at Cubanito Express #2, 3222 Harlem Ave. The counter service establishment opened quietly on Jan. 17 and has since been churning out a bevy of bold pressed sandwiches to hungry locals seven days a week.

“There are four Ambrocio brothers plus our chef, Marco, who own the business together,” said Lucio Ambrocio, co-owner of Cubanito Express. “Marco is like a brother to us, so yes, this is a family business.”

Ironically, Cubanito Express #2, is the first restaurant owned by the group of men. The brothers realized with five partners in the mix they had enough manpower and experience to open two businesses at once.

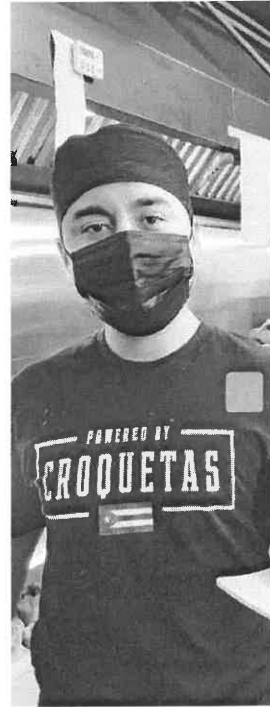
<https://www.rlandmark.com/2022/02/15/brotherly-love-in-abundance-cubanito-express/>

In June of 2021 they signed the lease on the first Cubanito Express location at 47th and Pulaski in Chicago and leased the Riverside location in October of the same year. Remodeling delays in the city combined with the smooth process in Riverside, however, allowed the brothers to open the second location first.

“It was much faster to get through the process in Riverside,” said Lucio Ambrocio. “The village president, Joseph Ballerine, personally guided me through the application process.”



This signature Cubano sandwich (below) is pressed on a plancha after being filled with roasted pork, ham, Swiss cheese, mayo, mustard and pickles. | Melissa Elms/food editor



Chef Marco Estrada-Oropesa (right) in a Cuban sandwich made with Express. | Melissa Elms/food editor

Lucio, Cesar, Vicente and Rafael Ambrocio grew up working in their parents’ Mexican restaurant in Midlothian. Their parents have since retired, but the brothers came to appreciate the thoughtful approach their parents had when it came to supporting their large family.

“Working in the restaurant was just a part of our childhood, but now that we are adults, we have learned the world is not an easy place,” said Lucio. “We appreciate what our parents did with their restaurant. No matter if a restaurant is big or small it comes with the advantages of self-reliance.”

The brothers decided to re-enter the restaurant industry, but did not want to open a “straight Mexican” establishment. Estrada-Oropesa brought a wealth of restaurant experience and an arsenal of Cuban recipes to the business.

As a result, Cubanito Express marries the Mexican recipes Francisca Ambrocio used at her family’s restaurant and the Cuban techniques Estrada-Oropesa has been perfecting over the years.

Today, the restaurant offers an array of breakfast sandwiches and a large assortment of salads and pressed sandwiches suitable for lunch or dinner. While the items carry out well, many customers dine inside the diminutive space at rails along the windows and walls, hovering over generously sized Cubano, Ropa Vieja or vegan sandwiches.

Estrada-Oropesa is especially proud to offer five vegan sandwiches on the menu and notes community groups in Riverside have reached out to applaud their efforts to appeal to vegans and non-meat eaters.

Carnivores, however, will appreciate his version of the classic Cubano sandwich. The chef marinates pork butt in a house made mojo (a mix of fresh citrus, garlic and oregano) before roasting the meat until it is meltingly tender.

The pork is crisped up on the flat top before being sandwiched on a french roll with boiled ham, Swiss cheese, mayo, mustard and pickles and pressed on a plancha, a Spanish-style high-heat grill used for pressing sandwiches.

Lucio Ambrocio recommends the guacamole steak sandwich for those looking to savor some amped-up Mexican flavors. Griddled steak is served on bun, hot off the plancha and slathered with house made guacamole, topped with chorizo, melted cheese and drizzle of chipotle mayo.

Folks looking to enjoy an authentic Cuban meal in sandwich form will do well to order the pressed Ropa Vieja sandwich. This monster of a meal comprises braised beef in creole tomato sauce, house-made black beans and maduros (sweet plantains). Any meal will be made more memorable by the addition of some plantain chips with a bit of garlic mojo for dipping.



In a twist on a Cuban tradition, Cubanito Express serves up a pressed Ropa Vieja sandwich featuring shredded beef in creole tomato sauce, house made black beans and sweet plantains. | Melissa Elsmo/Food Editor

Cesar Ambrocio, co-owner and cook, has been eagerly learning Cuban cooking techniques from Estrada-Oropesa. He is pleased how the cuisines intermingle on the menu and feels especially proud that every sandwich served at Cubanito Express comes with a container of his mother's authentic guajillo chili sauce.

"She came here to teach us how to make it and now we serve it every day," said Cesar. "Our mother is so proud of us and she will brag to anyone who will listen about this restaurant."

Cubanito Express is more than your average grab-and-go establishment, The brothers and business partners behind the restaurant bring considerable heart to the operation and cut very few culinary corners.

"We are more than happy to be in Riverside," said Lucio. "We've been surprised by how charming and welcoming this community has been. All the neighbors support local businesses and that gives us a good feeling. All the positive feedback means a lot to us."

**LEASE**

Landlord: Phoenix Bond & Indemnity Company

Tenant: JAF Developments LLC

Real Property: 1934 - 1940 E Touhy Avenue, Des Plaines, IL 60018 ("Real Property")

Premises: 1934 - 1940 E Touhy Avenue, Unit 1940, Des Plaines, IL 60018

Rentable Area: The Rentable area of the Premises is 1,030 square feet, which is Unit 1940 of the Real Property

Date of Lease: October 27, 2023

Possession Date: November 1, 2023

*JF TR*

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JF  
TR

THIS LEASE, entered into this 27th day of October, 2023, between Phoenix Bond & Indemnity Company ("Landlord"), and JAF Developments LLC, an Illinois Limited Liability Company, with registered agent Norma Fragoso of 2139 W McLean Ave, Apt 1, Chicago, IL 60647 ("Tenant").

**WITNESSETH:**

THAT Landlord hereby leases to Tenant, and Tenant accepts the demised premises, commonly known as 1934 - 1940 E Touhy Avenue, Unit 1940, Des Plaines, IL 60018 (hereinafter known as "Premises"), for the term of Five (5) years unless sooner terminated as provided herein, commencing November 1, 2023 and ending on October 31, 2028 (the "Lease Term"), to be occupied and used by the Tenant for the purpose of operating a restaurant and as is reasonably related to Tenant's business (collectively, the "Initial Uses"), and no other purpose whatsoever, subject to the agreements herein contained.

IN CONSIDERATION THEREOF, THE PARTIES COVENANT AND AGREE:

1. **RENT and ADDITIONAL RENT.**

(a) Rent

The Tenant will pay monthly base rent payments ("Rent") during the Lease Term as follows:

The Tenant will pay Rent of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month beginning November 1, 2023 through October 31, 2024 and subject to the rent prepayment requirements as set forth in Section 23 of this Lease; and

The Tenant will pay Rent of One Thousand Five Hundred Sixty and 00/100 Dollars (\$1,560.00) per month beginning November 1, 2024 through October 31, 2025; and

The Tenant will pay Rent of One Thousand Six Hundred Twenty Two and 40/100 Dollars (\$1,622.40) per month beginning November 1, 2025 through October 31, 2026; and

The Tenant will pay Rent of One Thousand Six Hundred Eighty Seven and 30/100 Dollars (\$1,687.30) per month beginning November 1, 2026 through October 31, 2027; and

The Tenant will pay Rent of One Thousand Seven Hundred Fifty Four and 79/100 Dollars (\$1,754.79) per month beginning November 1, 2027 through October 31, 2028.

The total Lease Term rent amount is Ninety Seven Thousand Four Hundred Ninety Three and 88/100 Dollars (\$97,493.88) to be made over the duration of Five (5) years payable to Landlord or to such other person or at such other place as Landlord may direct in writing on the first day of each month, as set forth above and as follows as the total Lease Term:



Year	Monthly Rent	Total
November 1, 2023 - October 31, 2024	\$1,500.00	\$18,000.00
November 1, 2024 - October 31, 2025	\$1,560.00	\$18,720.00
November 1, 2025 - October 31, 2026	\$1,622.40	\$19,468.80
November 1, 2026 - October 31, 2027	\$1,687.30	\$20,247.60
November 1, 2027 - October 31, 2028	\$1,754.79	\$21,057.48
	TOTAL LEASE TERM AMOUNT	\$97,493.88

(b) Intentionally Omitted

(c) Utilities and Scavenger

Tenant is fully responsible for water/sewer, gas, electric, internet, and garbage services ("Utilities") as further set forth in Section 3 of this Agreement.

(d) Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Real Property. Accordingly, if any installment of Rent or any other sum due from Tenant will not be received by Landlord or Landlord's designee within five (5) days after such amount will be due, then, without any requirement for notice to Tenant, Tenant will pay to Landlord a late charge of 5% of the Rent, but not to exceed the maximum late charge permitted by law in the jurisdiction where the Premises is located. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord will in no event constitute a waiver of Tenant's default.

(e) With respect to such overdue amount, it will not prevent Landlord from exercising any of the other rights and remedies granted hereunder.

(f) Time is of the essence of this Lease. Tenant agrees to do and perform each and every covenant, agreement and obligation to be performed by Tenant hereunder.

(g) Intentionally omitted.

2. Intentionally Omitted

3. **SERVICES.**

(a) Tenant will have the responsibility for paying for the following services at its own expense:

1) Water/sewer, gas, electric, internet/cable, and garbage services will be paid by Tenant from billings received directly from the utility companies.

2) Tenant will be responsible for repair and replacement to the Premises as provided in Section 5 herein.

3) Landlord is responsible for all landscaping and snow removal at the Premises.

The Landlord does not warrant that any of the services referred to in this Section will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God or the enemy, pandemics and epidemics, governmental action, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability of the Landlord to obtain fuel or supplies or any other cause or causes beyond the reasonable control of the Landlord. Notwithstanding any contradictory provisions stated in this Lease, if any utility service(s) to the Premises are interrupted or discontinued in order for Landlord to make repairs or alterations, or for any material interruptions in Tenant's business operations or closure of the Premises due to the neglect or misconduct of Landlord, and as a result of any one or more of the aforementioned, the Premises are untenable for three (3) consecutive days or more, then the Base Rent and Tenant's share of Additional Rent will be abated, until such date the Premises are available to Tenant in a reasonable condition for normal business operations, with any affected utilities reinstated.

4. **CONDITION OF PREMISES.**

The Tenant's taking possession of the Premises will be conclusive evidence as against the Tenant that the Premises were in good order and satisfactory condition when the Tenant took possession. No promise of the Landlord to alter, remodel, decorate, clean or improve the Premises or the Real Property and no representation respecting the condition, zoning or fitness for a particular use of the Premises or the Real Property have been made by the Landlord to the Tenant, unless the same is contained herein, or made a part hereof, or in a written document signed by Landlord. The Premises and Real Property does not include any overnight or extended parking and Tenant is prohibited from utilizing the parking at the Premises and Real Property for overnight or extended parking ("Restricted Use Parking").

5. **REPAIR.**

(a) Except to the extent such obligations are imposed upon Landlord hereunder, Tenant will, at its sole cost and expense, maintain the Premises in good order, condition and repair, ordinary wear and tear excepted. Tenant agrees to keep the areas visible from outside the Premises in a neat, clean and attractive condition at all times. Tenant will, at its sole cost and expense, maintain the heating and ventilation mechanicals (collectively "HVAC"), in good working order,

condition and repair at the Premises. The Landlord is responsible for the replacement of HVAC only, in the event they fully fail to function for their intended purposes and are unable to be repaired.

(b) Landlord will keep, in good repair, the foundation of the Building and the system of drainage therefrom, utility pipes, pipes, ducts, mains or conduits, wire and lines that may pass through the Premises (whether inside or outside the Premises, if they do not serve the Premises exclusively), the underground and otherwise concealed plumbing which does not exclusively serve the Premises, ordinary wear and tear excepted. If the Premises need repairs that are Landlord's responsibility, Tenant will notify Landlord; Landlord will be obligated to assess and respond to the Tenant's notice within five (5) business days. In the event Landlord fails, refuses or neglects to maintain the Premises as required hereunder or to commence and complete repairs promptly and adequately, to pay any cost or expense or otherwise to perform any act or fulfill any obligation required of Landlord pursuant to this Section 5(b), Tenant may, but will not be required to, perform such maintenance or to make or complete any such repairs, pay such cost or perform such act or the like without prior notice to, but at the sole cost and expense of Landlord. Landlord will reimburse Tenant for all cost and expense of Tenant thereby incurred within ten (10) days after receipt by Landlord from Tenant of a statement setting forth the amount of such cost and expense. Landlord will complete all repairs hereunder, within thirty (30) days of Landlord's first actual or constructive knowledge of any issues, defects or disrepair requiring repairs or maintenance, whether by receipt of a written notice from Tenant or other tenants, Landlord's own observation or otherwise. In cases of emergency, Landlord will attend to such emergencies immediately and undertake all efforts to repair as soon as possible.

(c) Tenant's Work.

Tenant, at its sole cost and expense, will perform the following work at the Premises after possession:

- i. Plumbing and electrical updates, paint, and cosmetic upgrades pursuant to the architect plans attached herein as Exhibit B.

The aforementioned work is collectively referred to as "Tenant's Work" and is restricted to the Premises. Additionally, in the event the Village of DesPlaines requires that the Tenant's Work in the restroom for the Premises to be in compliance with the Americans with Disabilities Act ("ADA Work"), the Landlord will agree to provide a rent credit to the Tenant in the amount of Seven Thousand and 00/100 Dollars (\$7,000) ("ADA Credit"). The ADA Credit is contingent upon the Tenant providing express documentation from Village of DesPlaines requiring the ADA Work. Furthermore, the ADA Credit will only be issued upon Tenant completing the ADA Work in full and providing written proof that the ADA Work passed inspection by the Village of DesPlaines. Tenant will defend, indemnify and hold harmless the Landlord for Tenant's Work and ADA Work for any liability or damages that may arise as a result of Tenant's Work and ADA Work.

6. **ACCESS TO PREMISES.**

The Tenant will permit Landlord access to Premises upon Landlord's twenty-four (24) hours' notice to Tenant and for emergencies on demand. The Tenant will permit the Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the Premises. The Landlord or Landlord's agents will have the right to enter upon the Premises, to inspect the same, and to make such decorations, repairs, alterations, improvements or additions to the Premises or the Real Property as the Landlord may deem necessary or desirable, and the Landlord will be allowed to take all material into and upon said Premises that may be required therefor without the same constituting an eviction of the Tenant in whole or in part and the rent reserved will in no wise abate (except as provided in Section 6) while said decorations, repairs, alterations, improvements, or additions are being made, Landlord shall not disrupt the operation of Tenant's business. The Landlord will not be liable to the Tenant for any expense, injury, loss or damage resulting from work done in or upon, or the use of, any adjacent or nearby building, land, street or alley. Furthermore, the Tenant will permit Landlord access to Premises upon Landlord's twenty-four (24) hours' notice to market the Premises to prospective tenants during the term of this Lease.

7. **UNTENANTABILITY.**

If the Premises or the Real Property are made untenable by fire or other casualty, Landlord may elect:

(a) to terminate this Lease as of the date of the fire or casualty by notice to the Tenant within sixty (60) days after that date, or

(b) proceed with all due diligence to repair, restore or rehabilitate the Real Property or the Premises at Landlord's expense, in which latter event this Lease will not terminate.

In the event the Lease is not terminated pursuant to this provision, rent will abate on a per diem basis during the period of untenability. In the event of the termination of this Lease pursuant to this section, rent will be apportioned on a per diem basis and paid to the date of the fire or other casualty. In the event that the Premises are partially damaged by fire or other casualty but are not made wholly untenable, then Landlord will, except during the last year of the Lease Term hereof, proceed with all due diligence to repair and restore the Premises and the rent will abate in proportion to the non-usability of the Premises during the period of untenability. If a portion of the Premises are made untenable as aforesaid during the last year of the Lease Term hereof and the estimated time of repair is greater than ninety (90) days or such lesser period as is then remaining in this Lease Term, Landlord and Tenant will have each the right to terminate this Lease as of the date of the fire or other casualty by giving written notice thereof to the other party within thirty (30) days after the date of fire or other casualty, in which event, the rent will be apportioned on a per diem basis and paid to the date of such fire or other casualty.

8. **SUBROGATION.**

The parties hereto agree to use good faith efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the

following subrogation clause: "This insurance will not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described herein." Each party hereto hereby waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver will apply only when it is either permitted or, by the use of such good faith efforts could have been so permitted by the applicable policy of insurance.

9. CONDEMNATION.

If the Real Property, or a substantial part of the Premises, will be lawfully taken or condemned for any public or quasi-public use or purpose, or conveyed under threat of such condemnation, this Lease Term will end upon, and not before, the date of the taking of possession by the condemning authority, and without apportionment of the award. Rent will be abated during the unexpired portion of this Lease, effective when the physical taking of said Premises or said portion of the Real Property or land will occur, If any part of the Real Property, other than the Premises or any part of the Real Property not constituting a substantial part of the Premises, will be so taken or condemned, or if the grade of any street or alley adjacent to the Real Property is changed by any competent authority and such taking or change of grade makes it necessary or desirable to substantially remodel or restore the Real Property, the Landlord will have the right to cancel this Lease upon not less than ninety (90) days prior notice to the date of cancellation designated in the notice and Landlord will compensate Tenant for any reasonable moving and relocation expenses. If this Lease is not terminated, the Rent for any portion of the Premises so taken or condemned will be refunded and any payments due for Real Estate Taxes or Insurance shall be abated during the unexpired Lease Term effective when the physical taking of said portion of the Premises will occur. No money or other consideration will be payable by the Landlord to the Tenant for the right of cancellation, and the Tenant will have no right to share in the condemnation award or in any judgment for the damages caused by the change of grade. If this Lease is not terminated, the Rent for any portion of the Premises so taken or condemned will be abated during the unexpired Lease Term effective when the physical taking of said portion of the Premises will occur.

10. ASSIGNMENT AND SUBLETTING.

(a) Tenant will not, without Landlord's prior written consent (which consent will not be unreasonably withheld, conditioned or delayed):

- 1) Assign, hypothecate, mortgage, encumber, or convey this Lease or any interest under it;
- 2) Allow any transfer thereof or any lien upon Tenant's interest by operation of law;
- 3) Sublet all or any portion of the Premises.

(b) Landlord hereby grants its consent to an assignment of or subletting of the whole of the Premises under the following conditions, and each of them, and no other subletting, in whole or in part, will be made without Landlord's prior written consent, as aforesaid, namely:

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1) Prior to making any assignment or sublease, Tenant will first notify Landlord in writing of its election in that regard and submit to Landlord a fully executed copy of said proposed assignment or sublease. Any time within thirty (30) days after service of said notice and copy of said assignment or sublease, Landlord may notify Tenant that it elects to cancel and terminate this Lease and release Tenant from any and all liability thereunder and enter into a new lease with the proposed assignee or subtenant. If said notice is served by Landlord, then this Lease will terminate and come to an end on a day thirty (30) days following the date of said Landlord's notice as if said date were herein originally set forth as the expiration date of the term providing that said new lease is executed by and between the proposed assignee or subtenant and Landlord. If Landlord will not serve said notice, then Tenant may assign or sublet the Premises at any time after the expiration of said initial thirty-day (30) period.

2) Any document purporting to assign or sublet the Premises will not have any force or effect unless the same will bear the consent of the Landlord.

(c) Notwithstanding anything to the contrary contained in this Lease (including, without limitation, in the foregoing provisions of this Section 10), Tenant may, without Landlord's consent (but subject to providing Landlord with written notice thereof and executed copy of said sublease or assignment), at any time assign this Lease or sublease the whole or any part of the Premises to (i) any entity controlled by, controlling or under common control with Tenant, (ii) any entity resulting from the consolidation or merger of Tenant into or with such other entity, or (iii) any entity acquiring all or substantially all of the assets or stock of Tenant. Any assignment or subletting by Tenant pursuant to this Section 10(c) is referred to in this Lease as a "Permitted Transfer".

#### 11. INSURANCE.

(a) Tenant will furnish to Landlord a Certificate of Insurance evidencing all risk insurance coverage with a replacement cost endorsement on Tenant's personal property and comprehensive general liability coverage with an endorsement to include blanket contractual liability and personal injury coverage naming the Landlord as an additional insured. Such policy or policies will be in such form, amount, and placed and with such insurance companies as will be satisfactory to the Landlord and will contain a provision for at least thirty (30) days' notice to the Landlord of cancellation.

(b) Throughout this Lease Term, Landlord will maintain, as Insurance Costs hereunder, commercially reasonable policies of (i) all risk insurance coverage with a replacement cost endorsement on the building, and (ii) commercial general liability coverage with an endorsement to include blanket contractual liability and personal injury coverage as to the common areas of the Project. Upon request, Landlord will furnish Tenant with a copy of an insurance certificate evidencing Landlord's maintenance of such required coverage.

12. WAIVER OF CLAIMS AND INDEMNITY.

To the extent not expressly prohibited by law, Landlord and Tenant each (in either case, the "Indemnitor") agree to hold harmless and indemnify the other and the other's agents, partners, shareholders, members, officers, directors, beneficiaries and employees (collectively, the "Indemnitees") from any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the Indemnitees, including without limitation reasonable attorneys' fees and expenses, for death or injury to, or damage to property of, third parties, other than the Indemnitees, that may arise from the negligence or willful misconduct of Indemnitor or any of Indemnitor's agents, members, partners or employees. Such third parties will not be deemed third party beneficiaries of this Lease. If any action, suit or proceeding is brought against any of the Indemnitees by reason of the negligence or willful misconduct of Indemnitor or any of Indemnitor's agents, members, partners or employees, then Indemnitor will, at Indemnitor's expense and at the option of said Indemnitees, by counsel reasonably approved by said Indemnitees, resist and defend such action, suit or proceeding. In addition, to the extent not expressly prohibited by law, Tenant agrees to hold harmless and indemnify Landlord and Landlord's Indemnitees from any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Landlord or Landlord's Indemnitees, including reasonable attorneys' fees and expenses, for death or injury to, or damage to property of, third parties (other than Landlord's Indemnitees) that may arise from any act or occurrence in the Premises, except to the extent caused by the negligence or willful misconduct of Landlord or Landlord's Indemnitees.

All personal property belonging to the Tenant or any occupant of the Premises that is in the Premises will be there at the risk of the Tenant or other person only and Landlord will not be liable for damage thereto or theft or misappropriation thereof.

13. MORTGAGE - GROUND LEASE.

Landlord may execute and deliver a mortgage or trust deed in the nature of a mortgage, both sometimes hereinafter referred to as "Mortgage", against the Real Property, the Real Property or any interest thereon, and may sell and lease back the underlying land on which the Real Property is situated. This Lease and the rights of Tenant hereunder will be and are hereby made expressly subject and subordinate at all times to any such Mortgage and/or ground lease now or hereafter existing and all amendments, modifications and renewals thereof and extensions, consolidations or replacements thereof, and to all advances made or hereafter to be made upon the security thereof. Tenant agrees to execute and deliver within ten (10) business days such further instruments subordinating this Lease to said Mortgage or ground lease as may be requested in writing by Landlord from time to time in a form reasonably acceptable to Tenant.

Should any Mortgage affecting the Real Property or the Real Property be foreclosed or if any ground or underlying lease be terminated:

(a) The liability of the mortgagee, trustee or purchaser at such foreclosure sale or the liability of a subsequent owner designated as Landlord under this Lease will exist only so long as such trustee, mortgagee, purchaser or owner is the owner of the Real Property or Real Property and

such liability will not continue or survive after further transfer of ownership after further transfer of ownership and assumption of the obligations of Landlord under this Lease by the transferee.

(b) Upon request of the mortgagee or trustee, Tenant will attorn, as Tenant under this Lease, to the purchaser at any foreclosure sale thereunder, or if any ground or underlying lease be terminated for any reason, Tenant will attorn as tenant under this Lease to the ground Lessor under the ground lease and will execute such instruments as may be necessary or appropriate to evidence such attornment in a form reasonably acceptable to Tenant provided that Tenant's obligation to attorn pursuant hereto is conditioned upon the mortgagee or trustee entering into a non-disturbance agreement with Tenant in commercially reasonable form.

(c) This will not disturb the Tenant's possession of the Premises. In addition, the mortgage company or superior rights holders will continue to recognize this Lease as long as the Tenant continues to perform its responsibilities according to this Lease.

14. **TENANT'S FORBIDDEN TO ENCUMBER LANDLORD'S INTEREST.**

It is expressly agreed and understood between the parties hereto that nothing contained in this Lease will ever be construed as empowering the Tenant to encumber or cause to be encumbered the title or interest of Landlord in the Premises in any manner whatsoever. Tenant is expressly prohibited from recording any copy of this Lease or any memorandum hereof or any financing statement, chattel mortgage or similar instrument. Further, in the event that any person, furnishing or claiming to have furnished labor or materials at the request of the Tenant or any person claiming by, through or under the Tenant will file a lien against Landlord's interest then Tenant, within thirty (30) days after being notified thereof, will cause said lien to be satisfied of record or the Premises released therefrom by posting of a bond or other security as prescribed by law, or will cause same to be discharged as a lien against Landlord's interest in the Premises by an order of a court having jurisdiction to discharge such a lien.

15. **TENANT'S TAXES.**

Tenant will pay when due all Federal, State or local taxes, fees, and permit charges imposed upon Tenant in relation to Tenant's business. All such taxes, fees and charges will be paid by Tenant in a timely fashion so as to prevent any lien from attaching to the Premises or rent due to the Landlord.

16. **HOLDING OVER.**

If the Tenant retains possession of the Premises or any part thereof after the termination of the term or any extension thereof, by lapse of time or otherwise, the Tenant will pay the Landlord the monthly rent, at one hundred fifty percent (150%) of the rate payable for the month immediately preceding said holding over, computed on a per-month basis, for each month or part thereof (without reduction for any such partial month) that the Tenant thus remains in possession. In the event Landlord and Tenant are conducting good faith negotiations to extend the Lease Term or to enter into a new lease for the Premises, Tenant will continue making all payments at one hundred percent (100%) of the Rent payable as of the last month of the Lease Term. Upon



execution of an agreement to extend the Lease Term or upon the execution of a new lease for the Premises, Tenant will retroactively pay the increase in Rent, if any, as set forth in such agreement to extend the Lease Term or new lease. The provisions of this paragraph do not exclude the Landlord's rights of re-entry or any other right hereunder.

17. **LANDLORD'S REMEDIES.**

All rights and remedies of the Landlord herein enumerated will be cumulative, and none will exclude any other right or remedy allowed by law.

If the Tenant defaults in the payment of rent, or any installment thereof, or in the payment of any other charge or lien required to be paid by Tenant under this Lease and the Tenant does not cure the default within ten (10) days after demand for payment of such rent or any installment thereof, or in the payment of any other charge or lien required to be paid by Tenant under this Lease or causes the Landlord to issue more than two (2) five day notices for the non-payment of rent or any installment thereof, or in the payment of any other charge or lien required to be paid by Tenant under this Lease in any twelve (12) month period; or if the Tenant defaults in the prompt and full performance of any other provisions of this Lease, and the Tenant does not cure the default within ten (10) days after written demand by the Landlord that the default be cured (unless the default involves a hazardous condition, which will be cured forthwith and provided that if the cure is not reasonably susceptible of completion within such ten (10) day period, then Tenant's period for cure will be extended as long as is reasonably required to complete such cure so long as such cure is promptly commenced and diligently prosecuted to completion) or if the leasehold interest of the Tenant be levied upon under execution or be attached by process of law, or if the Tenant makes an assignment for the benefit of creditors or admits its inability to pay its debts, or if a receiver be appointed for any property of the Tenant, or if the Tenant vacates or abandons the Premises (other than cessations of business by Tenant for reconfiguring or other alteration of the Premises, which is being diligently prosecuted by Tenant, provided that no such period of cessation of business will exceed sixty (60) days), then and in any such event the Landlord may, if the Landlord so elects but not otherwise, and with or without notice of such election, and with or without any demand whatsoever, either forthwith terminate this Lease and the Tenant's right to possession of the Premises or, without terminating this Lease, forthwith terminate the Tenant's right to possession of the Premises.

18. **SURRENDER OF POSSESSION.**

(a) Upon the expiration or other termination of this Lease Term, Tenant will quit and surrender to Landlord the Premises, in good order and condition, ordinary wear excepted, and Tenant will remove all of its property.

(b) If the Tenant does not remove its property of every kind and description from the Premises prior to the end of the Lease Term, however ended, the Tenant will be conclusively presumed to have conveyed the same to the Landlord under this Lease as a Bill of Sale without further payment or credit by the Landlord to the Tenant and the Landlord may remove the same and the Tenant will pay the cost of such removal to the Landlord upon demand.

19. **NOTICES.** Notices will be in writing.

(a) Notices will be effectively served by Landlord upon Tenant in any one of the following manners:

(1) By personal delivery to Tenant, or representative of Tenant; or

(2) By forwarding through recognized national overnight courier or certified or registered mail, postage prepaid, to Tenant at 2139 W McLean Ave, Apt 1, Chicago, IL 60647 Attention: Norma Fragoso, in which case the time of mailing will be time of notice; or

(3) By emailing a copy to the Tenant at the following email address: jfragosollc@gmail.com.

(b) Notices will be effectively served by Tenant upon Landlord when addressed to Landlord and served either:

(1) By personal delivery to Landlord, or representative of Landlord;

(2) By forwarding through recognized national overnight courier or certified or registered mail, postage prepaid, to Landlord at 219 E. Irving Park Road, Roselle, IL 60172, Attn: GC Realty & Development, LLC, in which case the time of mailing will be time of notice; or

(3) By emailing a copy to the Landlord at the following email address: commercial@gcrealtyinc.com.

20. **PEACEFUL ENJOYMENT.**

Tenant will, and may peacefully have, hold, and enjoy the Premises, subject to the other terms hereof, hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject nevertheless to the terms and conditions of this Lease, any mortgage and/or deed of trust to which this Lease is subordinated and any reciprocal easement agreement made between Landlord and tenants or others occupying the Building; provided that Tenant pays the Rent and other sums herein recited to be paid by Tenant and timely performs all of Tenant's covenants and agreements herein contained.

21. **CONFESSION OF JUDGMENT.**

To further secure payment hereof, Tenant irrevocably authorizes any attorney of any court of record to appear for Tenant, at any time from time to time after payment is due, whether by acceleration or otherwise, and confess a judgment, without process, in favor of the Landlord against the Tenant for such amount as may be unpaid, together with costs of such proceeding and reasonable attorneys' fees, and waives and releases all errors which may intervene in any such proceeding and consents to immediate execution upon said judgment, hereby ratifying and

confirming all that said attorney may do by virtue hereof. Tenant hereby waives any errors and fully releases any attorney-in-fact obtained by Landlord to confess judgment on Tenant's behalf.

22. **WAIVER OF TRIAL BY JURY.**

TO THE FULLEST EXTENT PERMITTED BY LAW, LANDLORD AND TENANT HEREBY WAIVE ALL RIGHT TO TRIAL-BY-JURY IN ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM BY EITHER LANDLORD OR TENANT AGAINST EACH OTHER AND ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF THE LANDLORD AND TENANT, OR TENANT'S USE AND OCCUPANCY OF THE PREMISES AND/OR ANY EMERGENCY OR STATUTORY REMEDY.

23. **SECURITY DEPOSIT AND RENT PREPAYMENT.**

The Tenant will deposit a security deposit with the Landlord in the amount of \$3,000.00 ("Security Deposit"). Tenant will also pay the first two (2) months of Rent that is due in advance in the amount of \$3,000.00 ("Rent Prepayment") upon execution of this Lease. The Security Deposit will be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by the Tenant during the term thereof. If Tenant defaults with respect to any material provision of this Lease, including, but not limited to the provisions relating to the payment of Rent, Landlord may, but will not be required to use, apply, or retain all or any part of the Security Deposit for the payment of any Rent or any other sum in default, or for the payment of another amount which Landlord may reasonably spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion said Security Deposit is so used or applied, Tenant will, immediately, upon demand therefore, deposit such amount with Landlord, in an amount sufficient to restore the Security Deposit to its original amount. Tenant's failure to restore the Security Deposit promptly and upon demand will be deemed a default and material breach of this Lease. The Landlord will not be required to keep the Security Deposit separate from its general funds, and Tenant will not be entitled to interest on the Security Deposit. Provided that the Tenant is in material compliance with the terms and provisions of the Lease, upon expiration or termination thereof, the Security Deposit or any balance thereof will be returned to Tenant within sixty (60) days of the termination of the Lease Term, subject to Landlord's rights to retain such Security Deposit and apply it to any lease or sums which Tenant may reasonably be required to pay, such which may not have been determined at the termination of the Lease Term.

24. **MISCELLANEOUS.**

(a) No waiver of any default of the Tenant hereunder will be implied from any omission by the Landlord to take any action on account of such default if such default persists or be repeated, and no express waiver will affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

(b) Each provision hereof will extend to and will, as the case may require, bind and inure to the benefit of the Landlord and the Tenant and their respective heirs, legal representatives, successors and assigns in the event this Lease has been assigned with the express written consent of the Landlord.

(c) The headings of sections are for convenience only and do not limit or construe the contents of the sections.

(d) Should any mortgage, leasehold or otherwise, require a modification or modifications of this Lease, which modification or modifications will not bring about any increased cost or expense to Tenant or in any other way substantially change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified provided that Tenant's prior written consent to such modification (which consent will not be unreasonably withheld, conditioned or delayed) is first obtained.

(e) The laws of the State and County in which the Premises is located will govern the validity, performance and enforcement of this Lease.

(f) If any term, covenant or condition of this Lease or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term, covenant or condition of this Lease will be valid and be enforced to the fullest extent permitted by law.

(g) Nothing herein contained will be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties, will be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

(h) Whenever a period of time is herein prescribed for action to be taken by either party (other than the payment of money), the party obligated for such performance will not be liable or responsible for, and there will be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of the party obligated for such performance (financial inability excepted).

(i) In the event either party will institute any action or proceeding against the other party relating to this Lease, the unsuccessful party in such action or proceedings will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorney's fees as fixed by the court. In addition to the foregoing award of attorney's fees to the successful party, the successful party in any lawsuit on this Lease will be entitled to its attorney's fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and will survive the merger of this Lease into any judgment on this Lease.

(j) This Lease contains the entire agreement between the parties and no agreements will be effective to change, modify, or terminate this Lease in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought. Landlord and Tenant acknowledge that they are not relying on any representation or promise of the other, except as may be expressly set forth in this Lease.

(k) This Lease and all of Tenant's obligations hereunder will be guaranteed by Juan Fragoso (the "Guarantors") for the entirety of the Term and each renewal or extension thereafter until termination. Tenant will cause Guarantor to execute a separate Guaranty in favor of Landlord in the form set forth in Exhibit A.

*[Signature page follows. Remainder of this page is intentionally left blank.]*

Handwritten initials "JF" and the date "7/2" in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

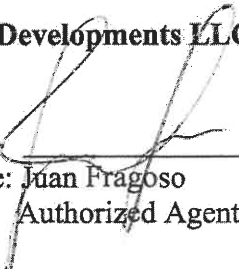
**“LANDLORD”**

**Phoenix Bond & Indemnity Company**

By:  10/30/2023  
Name: Tina Regalado  
Its: Agent for Owner

**“TENANT”**

**JAF Developments LLC**

By:  10-30-23  
Name: Juan Fragoso  
Its: Authorized Agent

**EXHIBIT A**  
**PERSONAL GUARANTY/LEASE GUARANTY.**

For and in consideration of (\$10.00) and other good and valuable consideration, personally and unconditionally (and jointly and severally if there be more than one undersigned Lease Guarantor) guarantees the payment of all rent, rentals and other sums due and payable under this Lease and performance by the Tenant of all the terms and conditions contained therein. The undersigned Lease Guarantor(s), Juan Fragoso, also agree to pay and reimburse Landlord for all costs, expenses and reasonable attorney's fees incurred or sustained by Landlord in enforcing such Lease as well as this Lease Guaranty and all collection efforts therein, regardless of whether any suit is commenced. There shall be no obligation on the part of the Landlord to seek remedies against Tenant prior to seeking to enforce this Guaranty against Guarantor. The Guarantor shall not assign this Guaranty without the prior written consent of the Landlord. This Guaranty shall be binding on any successors or assignees of Guarantor.

By:   
Signature

Name: Juan Fragoso  
Print Name

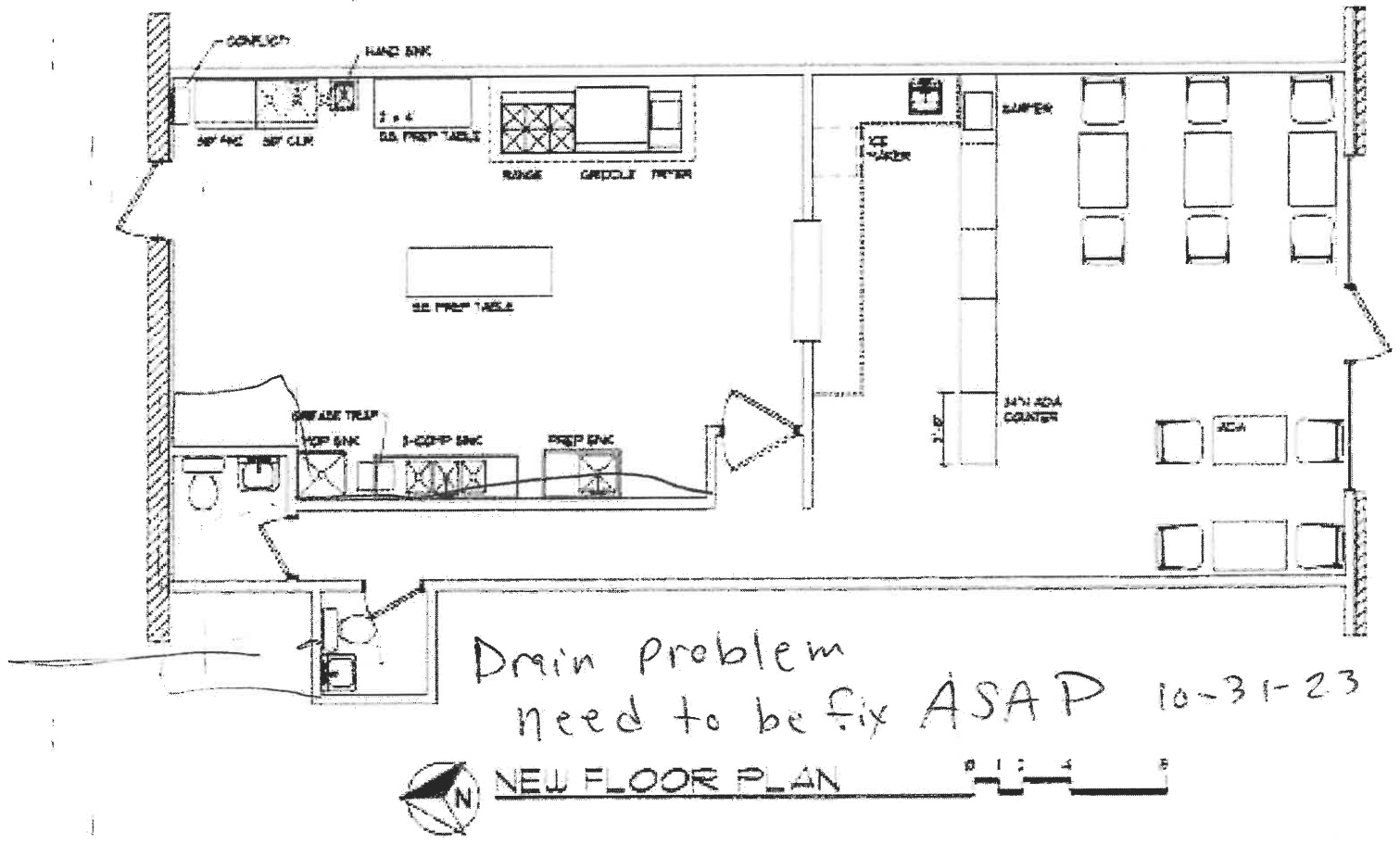
Address: 415 S 17th

Maywood IL 60153

Social Security Number: 324-72-7625

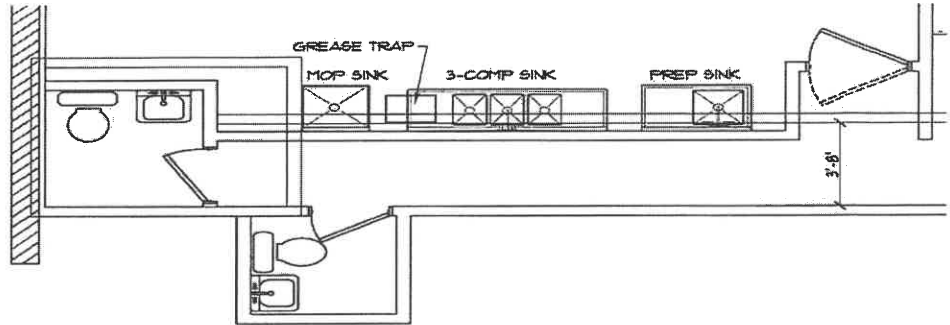
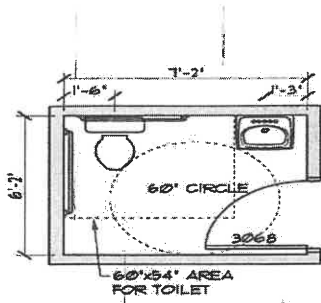
Date: 10-30-23

**EXHIBIT B**  
**Plans for Tenant Work**



*Handwritten initials/signature*  
TR







December 28, 2023

RE: 1940 E Touhy Ave, Des Plaines, IL 60018

To Whom It May Concern,

GC Realty & Development, LLC, manages 1940 E Touhy Ave, Des Plaines, IL 60018 for the owner, Phoenix Bond Indemnity Company.

Our tenant, JAF Developments LLC, is allowed to perform the following improvements in accordance with the terms of the lease.

- Plumbing and electrical updates, paint and cosmetic upgrades pursuant to the architect plans attached as Exhibit B.

The tenant verbally confirmed necessary permits have been applied for with the village of Des Plaines and the following work has been completed:

- Install ADA compliant restroom
- Install flooring throughout the unit
- Update electrical lighting and outlets
- Update plumbing fixtures
- Install shelving, counter, and seating specific to the tenant's business

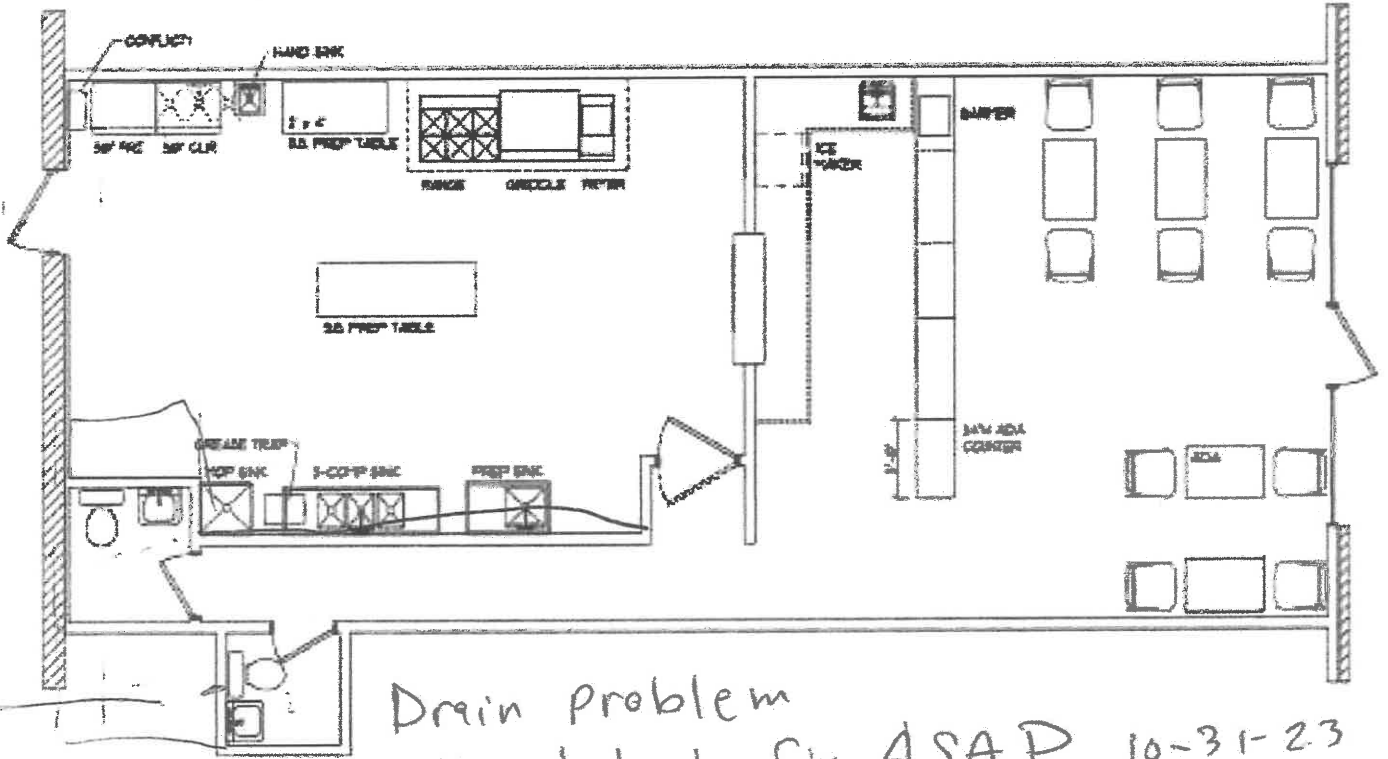
Should you have any questions, please feel free to contact me via email at [tina@gcrealtyinc.com](mailto:tina@gcrealtyinc.com) or phone at (630) 246-2477.

Sincerely,

Tina Regalado  
Commercial Property Manager

Enclosure: Exhibit B

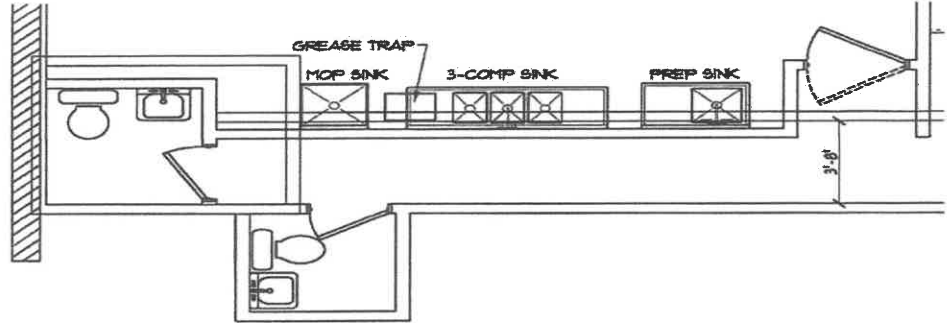
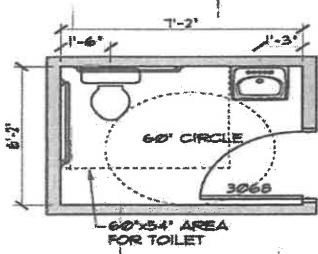
**EXHIBIT B**  
**Plans for Tenant Work**



Drain problem  
need to be fix ASAP 10-31-23

NEW FLOOR PLAN

*[Handwritten signature]*  
TR



**Project Budget, 2024 Council GROWTH Request for \$35K**  
 1940 E Touhy, Des Plaines IL  
 Desired completion and opening: February 2024

Type of Work	Contractor	COST	Notes
Water Heater	Mr D's Water Proofing	\$ 1,500.00	
Kitchen Equipment	Medieval equipment	\$ 7,761.90	
Electrical Work	Luna Electric	\$ 8,500.00	
Plumbing Work	Mr D's Water Proofing	\$ 6,000.00	
Makeup Air Equipment	Hood Chicago	\$ 9,860.00	
Electrical Supply	Willow Electric	\$ 71.21	
Granite		\$ 2,500.00	
Toilet and Sink	Mr D's Water Proofing	\$ 900.00	
Sign/Wall wraps	Berwin Imaging	\$ 12,500.00	
Glass Door and Panels		\$ 3,600.00	
Restaurant Build-out	Jfragoso Construction	\$ 20,818.62	
Fire Supression	Olympia Fire Protection	\$ 3,424.65	
Faucets		\$ 158.19	
Mop Sink		\$ 164.99	
<b>TOTAL</b>		<b>\$ 77,759.56</b>	

**Eligible Grant Request \$ 38,879.78**

January 5, 2024

# CONTRACT

Client phone (773) 822-8215  
Client address 1940 e Touhy De splains IL

For this electric service this is what will be done,

- electric panel will be changed
- 200amp to a new wall
- putting the outlets according to the plan
- 12 can lights
- new ventilator
- Track light
- 2 bathrooms electricity will be done
- Fix exit and emergency sign according to the Des plains city codes.
- Make up air line
- outside sign electric

price \$7,500

\$2,500 must be paid to start.

\$2,500 must be paid once rog inspection is passed.

\$2,500 must be paid once final inspection is passed.

Client signature

*Antonio A.*

(312)735-7782  
antonioalvarado87@gmail.com  
1922 S 58th Ave

# J FRAGOSO CONSTRUCTION, LLC.

CHICAGO, IL 60651 P(773)822-8215 F(773)409-7552 jfragosollc@gmail.com

Contract/Project: QUE BOLA LLC  
1940 E TOUHY  
DESPLAINS IL 60018

We will be performing the following job: **RESTURANT BUILDOUT**

- Demo walls , island counter, bathroom,
- Frame new handicap bathroom, hallway wall , counter n bench seating
- Drywall , tape, paint , all walls
- Paint all ceiling tiles
- Install vynl flooring 405sqf
- Install laminated flooring 1000sqf
- Install trim n doors

**Included – labor&material**

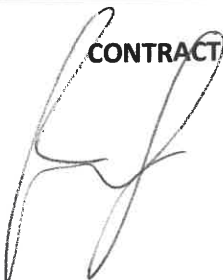
**Total \$20,818.62**

If J FRAGOSO Construction, LLC is forced to retain the services of an attorney to enforce its rights under this Agreement and /or for non-payment by the signer below, then the signer shall be liable to pay all costs incurred by J FRAGOSO Construction, LLC in enforcing such rights or obtaining payment including consultant costs, filling fees, and reasonable attorney's fees.

- ✓ 33.3% Due before the start of the project
- ✓ 50% Due at mid-term of project.
- ✓ Remaining balance due to be paid in full upon completion of job.

CLIENT/OWNER

CONTRACTOR



Nov 19, 2023

# HOODS CHICAGO,

4444 W. Belmont, Chicago, IL. 60641 Tel. (773) 552-9200 Email. ibt2317@gmail.com

## RESTAURANT DESIGN AND CONSTRUCTION

EXHAUST SYSTEMS-FIRE PREVENTION SYSTEMS

LICENSED . BONDED . INSURED

HABLAMOS ESPANOL

Address 1940 E. TOUHY

DES PLAINS

### SALES CONTRACT

Date: 01-02-24

### EXHAUST HOOD

MATERIAL: S.S. Black Iron New Recond DIMENSIONS L \_\_\_\_\_ W \_\_\_\_\_ H \_\_\_\_\_  
ACCESSORIES: Fresh Air  Gravity  Forced Air  Fan Model CODE Tempered  Untemp  Lights  Filters   
DUCTS: Size \_\_\_\_\_ Gauge \_\_\_\_\_  
EXHAUST FAN: Make \_\_\_\_\_ Model \_\_\_\_\_ CFMS \_\_\_\_\_ New  Reconditioned

INSTALL A HEATED MAKEUP AIR UNIT  
2700 CFM MINIMUM 3 REGISTERS GAS LINE COST 9800  
FIRE PREVENTION SYSTEM

Make \_\_\_\_\_ Wet \_\_\_\_\_ New \_\_\_\_\_ Reconditioned \_\_\_\_\_  
Nozzles: Appliance \_\_\_\_\_ Gas Valve: Size \_\_\_\_\_ Mech \_\_\_\_\_ Elect \_\_\_\_\_ SYSTEM TEST add \$250.00(Optional) \_\_\_\_\_

Fire protection system will only be installed when the gas line and equipment are placed under hood  
Portable fire extinguisher is not included.

COST \_\_\_\_\_

Buyer responsible for obtaining and paying for any permits that may be necessary.

Buyer responsible for connecting fans, lights, sensors and all other electrical accessories. **NO EXCEPTIONS.**

Hoods Chicago not responsible for any alarm installation or hook-up.

Duct wrapping not included in price.

COST \_\_\_\_\_

Buyer responsible for removing equipment under hood and protecting other equipment and supplies in working area.

Buyer responsible for **ALL CARPENTRY** work around and above exhaust hood and ducts, including hole openings and framing.

Buyer to provide all utilities necessary to do the work. Buyer to allow seller entrance from 7 to 7.7 days a week.

Buyer to provide access to roof and other facilities where work is to be done.

Hoods Chicago to cut roof and seal when allowed. Work done by others to be paid by owner.

Balance Report by 3<sup>rd</sup> party is not included in price.

Seller to maintain ownership on all equipment until contract obligations have been met.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the local codes, drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \$ \_\_\_\_\_

Stainless steel sheets under hood

TOTAL COST \$ 9800

### FORM OF PAYMENT

Custom made hoods and ductwork 100% upon contract acceptance. **NO REFUND ON DEPOSITS.**

50% 6300 upon contract acceptance.

40% \_\_\_\_\_ Same day exhaust hood is delivered and installed (no ducts)

10% 3500 upon hood and fire system installation and upon rough inspection approval, but before final inspection and certification.

**FULL PAYMENT MUST BE COMPLETED NO LATER THAN 30 DAYS FROM CONTRACT ACCEPTANCE, REGARDLESS OF COMPLETION STATUS.**

Please make check payable to Miguel Ruiz.

**WORK WILL STOP** until payment is current and will not resume until payment is made and time is available.

Any delays created by buyer disrupts seller's scheduling therefore, **COMPLETION DATES WILL BE SUBJECT TO SELLER'S AVAILABLE TIME.**

Attorney's fees, court costs or any other costs incurred in the collection of payments will paid by the buyer.

Any alteration or deviation from above specifications involving extra costs, will be executed upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, **WEATHER**, accidents or delays beyond our control.

Owner to carry fire, and other necessary insurance upon above work. Seller to provide Public Liability Insurance.

**WARRANTIES:** New equipment 1 year form completion. Reconditioned Equipment 90 days from completion.

BUYER: \_\_\_\_\_ Date \_\_\_\_\_ SELLER: [Signature] Date \_\_\_\_\_  
Address \_\_\_\_\_ Telephone ( ) \_\_\_\_\_  
City, Zip Code \_\_\_\_\_





8142 Melvina Ave, Burbank, Illinois, 60459, United States  
 drwaterproofing21@gmail.com  
<https://mrdswaterproofingandconstruction.com/>  
 +1 (224) 334-6382  
 Co. Reg. No.: 2659311



# Mr.D's Waterproofing & construction In

# Invoice

Bill To: Fragoso Construction Llc  
 jfragosollc@gmail.com  
 +1 (773) 822-8215  
 1940 E Touhy Ave  
 Des Plaines, Illinois, 60018  
 United States

Invoice No: 410  
 Date: 16-10-2023  
 Terms: NET 0  
 Due Date: 16-10-2023

Description	Quantity	Rate	Amount
<b>Plumbing</b> All plumbing will be installed by a licensed plumber from Father and Sons plumbing and sewer corp. we will install floor drain, 3 sink compartments, and hand sinks, and all drain vents and waterlines will be installed. we will eliminate the waterheater in the bathroom and realign water lines for sink prepare other water heater lines for tankless water heater, convert existing 3 sink compartment in to hand sink.	1	\$6,500.00	\$6,500.00*
<b>Parts Subtotal</b>			<b>\$6,500.00</b>

\*Indicates non-taxable item

Subtotal	\$6,500.00
Total	\$6,500.00
Paid	\$0.00

**Balance Due \$6,500.00**

### Notes

50% deposit to commence work remainder balance due upon completion.

### Independent Contractor Agreement

This AGREEMENT is made this **16th** day of **October** between **Fragoso Construction Llc** (hereinafter called the Client) of **Mr.D's Waterproofing & construction In** (hereinafter called the Contractor).

with reasonable cause, by providing written notice of a material breach of the other party; or any act exposing the other party to liability to others for personal injury or property damage.

#### **8. BUSINESS LICENSES, PERMITS, AND CERTIFICATES**

The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

#### **9. FEDERAL AND STATE TAXES**

Under this Agreement, the Client shall not be responsible for withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractors payments to employees or personnel or make payments on behalf of the Contractor; Make federal or state unemployment compensation contributions on the Contractors behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

#### **10. INDEMNIFICATION**

The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

#### **11. CONFIDENTIALITY**

The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Clients prior written permission except to the extent necessary to perform services on the Clients behalf.

Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and information belonging

#### **12. NO PARTNERSHIP**

This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on the Clients behalf or represent the Client in any manner.

#### **13. SEVERABILITY**

This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

#### **14. ASSIGNMENT AND DELEGATION**

The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XVI & XVII of this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.

#### **15. GOVERNING LAW**

This Agreement shall be governed under the laws in the State of **Illinois**.

#### **16. BREACH WAIVER**

**G&R GLASS SOLUTION INC.**

**INVOICE**

(773) 501-2695  
 g.aragon.glass@gmail.com

6620 N Maplewood Ave.  
 Chicago, IL  
 60645

Attention: JFragoso Construction

Date: 01/06/2024

Project Description: Installation of vestibule storefront at 1940 E Touhy Des Plaines, IL

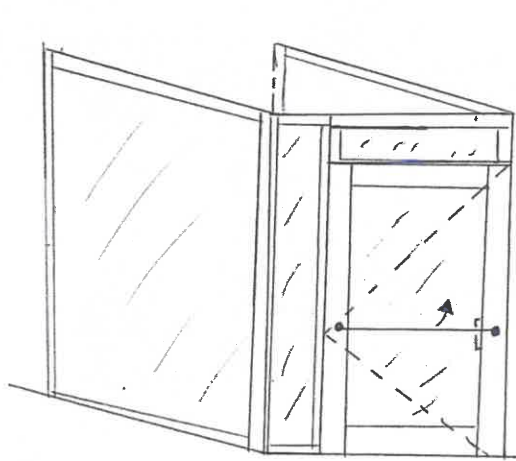
Invoice Number: 1126

Terms: 30 Days

Description	Quantity	Unit Price	Cost
Fabrication and installation of vestibule storefront with standard door with transom and sidelite using 1/4" clear tempered glass( Attached are the specs)  Finish: Aluminum anodized	1		
<b>Paid:</b>			\$2,000.00
<b>Balance:</b>			\$1,600.00
<b>Total:</b>			\$ 3,600.00



P.O.#: Desplaines Glass Type: 1/4" Clv Date: 1-06-23



Inside View

Aluminum  
Finish:  
Aluminum  
Anodized

CS Scanned with CamScanner

Caption



# Medieval Restaurant Equipment

Business Number 708-477-4385  
5105 W Ogden Ave  
60804-3537  
708-657-5955  
Medievalinc5105@gmail.com

INVOICE  
INV0214

DATE  
Nov 29, 2023

DUE  
On Receipt

BALANCE DUE  
USD \$11.90

**BILL TO**

**CUBAN CAFE**

1940 E TOUHY  
DESPLAINS, IL  
60018  
773-822-8215

DESCRIPTION	RATE	QTY	AMOUNT
NORPOLE UNDERCOUNTER COOLER 1 DOOR	\$1,200.00	1	\$1,200.00
METAL WALLMOUNTED SHELF	\$120.00	1	\$120.00

SUBTOTAL \$1,320.00

TAX (10.75%) \$141.90

TOTAL \$1,461.90

PAID -\$1,450.00

Dec 15, 2023

BALANCE DUE **USD \$11.90**

SRP:B.P

Form of pay: VENDRA DURANTE EL DIA A PAGAR

Date & Time of delivery if applicable:11/29/23

Additional info:

Warranty: A 2-month warranty will be granted from the date of receiving the equipment. Warranty



# Medieval Restaurant Equipment

Business Number 708-477-4385  
5105 W Ogden Ave  
60804-3537  
708-657-5955  
Medievalinc5105@gmail.com

INVOICE  
INV0118

DATE  
Oct 20, 2023

DUE  
On Receipt

BALANCE DUE  
USD \$1,800.00

**BILL TO**

**CUBAN CAFE**

1940 E TOUHY  
DESPLAINS, IL  
60018  
773-822-8215

DESCRIPTION	RATE	QTY	AMOUNT
2 DOOR STAINLESS STEEL FREEZER	\$2,100.00	1	\$2,100.00
2 DOOR STAINLESS STEEL COOLER	\$2,100.00	1	\$2,100.00
FOOD WARMER	\$2,100.00	1	\$2,100.00
<b>SUBTOTAL</b>			\$6,300.00
<b>TAX (0%)</b>			\$0.00
<b>TOTAL</b>			\$6,300.00
<b>PAID</b>			-\$4,500.00
			Oct 20, 2023
<b>BALANCE DUE</b>			<b>USD \$1,800.00</b>

PAID IN CASH \$4,500 10/20/23  
DELIVERY PENDING

Warranty: A 2-month warranty will be granted from the

date of receiving the equipment. Warranty covers parts and labor but will be voided once the customer has involved a third person outside the company to try to repair or manipulate the equipment before notifying us. In the event of a malfunction claim, the customer must wait 48 to 72 hours to receive a visit from the company's technician.

Cold line only: If a unit happens to breakdown, the client is responsible for ensuring their own food products and moving them to a safe place to avoid spoiling. Medieval is only responsible for equipment repairs.

\*\* ACKNOWLEDGEMENT \*\*

Willow Electrical Supply Co., Inc.  
 3828 Des Plaines River Rd  
 SCHILLER PARK, IL 60176  
 847-801-5010 Fax 847-801-5020

Order #: S2379038  
 P/O # :  
 Printed: 10:45:59 27 DEC 2023  
 Page # : 1 of 1

Sold To:  
 FRAGOSO LLC  
 415 S 17TH AVE  
 MAYWOOD, IL 60153

Ship To:  
 FRAGOSO LLC  
 415 S 17TH AVE  
 MAYWOOD, IL 60153  
 773-822-8215

\*\* C.O.D. \*\* C.O.D. \*\* C.O.D. \*\*

Ordered by	Order Date	Ship Date	Due Date	Ship Via
ANTONIO <	12/18/23	12/18/23	12/18/23	PK PICK UP

Writer	Salesperson	Release #	Freight Allowed
WALDEMAR GUCWA	WALDEMAR GUCWA		No

Ordered	Product Description	Net Prc	Ext Prc
	***** Shipping Instructions *****		
	* CUSTOMER HERE <@_@<~~~PAID~~~*		
	*****		
4ea	BRI 291-DC EMTHW075 3/4 COMB CPL DC	400.675/c	16.03
20ft	EMT075 3/4" EMT CONDUIT	85.979/c	17.20
1ea	L-21009 1" TUBE CUTTER	31.654/ea	31.65

Tote: CC                      Picker: ADELIC                      Loc: C

Packages:    Cart:                      Pcs:                      Reel:                      Bund:

SUBTOTAL	64.88
SALES TAX	6.33

Total Amount                      71.21

Prior Deposit on 12/18/23 - Payment # S2379038.001                      -71.21

\*\* AMOUNT DUE \*\*                      0.00

.. Reprint .. Reprint .. Reprint .. Reprint ..



\*\* ACKNOWLEDGEMENT \*\*

Willow Electrical Supply Co., Inc.  
3828 Des Plaines River Rd  
SCHILLER PARK, IL 60176  
847-801-5010 Fax 847-801-5020

Order #: S2380512  
P/O # : NOxPO <  
Printed: 09:32:55 22 DEC 2023  
Page # : 1 of 1

Sold To:  
FRAGOSO LLC  
415 S 17TH AVE  
MAYWOOD, IL 60153

Ship To:  
FRAGOSO LLC  
415 S 17TH AVE  
MAYWOOD, IL 60153  
773-822-8215

\*\* C.O.D. \*\* C.O.D. \*\* C.O.D. \*\*

Ordered by	Order Date	Ship Date	Due Date	Ship Via
ANTONIO	12/22/23	12/22/23	12/22/23	PK PICK UP

Writer	Salesperson	Release #	Freight Allowed
WALDEMAR GUCWA	WALDEMAR GUCWA		No

Ordered	Product Description	Net Prc	Ext Prc
	***** Shipping Instructions *****		
	* CUSTOMER HERE <@_@<~~~PA1D~~~*		
	*****		
10ea	RACO 189 1900 1/2&3/4KO 11/2 BOX	114.854/c	11.49
10ea	HZQ ZW52151MKOWB 19F 1900 F BRK BOX	193.227/c	19.32
1ea	OZG 4SES 1900 EXT RING 1/2&3/4KO COMBO EXT-THRU RING	234.080/c	2.34
1ea	PRE SA53151-SUB HANDY/1900 EX	355.500/c	3.56
1jr	MIN 60320NDJ 1/4 X 1-1/4 HWH TAPCON 100/JR	14.529/c	14.53
1ea	PRE SATB-525 5G 21/2 MAS BOX	1048.500/c	10.49
			-----
	SUBTOTAL		61.73
	SALES TAX		6.02
			-----
	Total Amount		67.75

\*\* ACKNOWLEDGEMENT \*\*

Willow Electrical Supply Co., Inc.  
3828 Des Plaines River Rd  
SCHILLER PARK, IL 60176  
847-801-5010 Fax 847-801-5020

Order #: S2368448  
P/O # : FRAGOSO <  
Printed: 15:25:52 09 NOV 2023  
Page # : 1 of 1

Sold To:  
JMC FINANCIAL  
2131 N.LAPORTE  
CHICAGO, IL 60639

Ship To:  
JMC FINANCIAL  
2131 N.LAPORTE  
CHICAGO, IL 60639  
773-759-1888

\*\* C.O.D. \*\* C.O.D. \*\* C.O.D. \*\*

Ordered by	Order Date	Ship Date	Due Date	Ship Via
	11/09/23	11/09/23	11/09/23	PK PICK UP

Writer	Salesperson	Release #	Freight Allowed No
WALDEMAR GUCWA			

Ordered	Product Description	Net Prc	Ext Prc
30ft	W4/OAL 4/0 AWG STR AL XHHW-2 BLACK	1155.072/m	34.65
30ft	W4/OALRD 4/0 AWG STR AL XHHW-2 WIRE RED	1155.072/m	34.65
30ft	W4/OALWH 4/0 AWG STR AL XHHW-2 WIRE WHITE	1155.072/m	34.65
500ft	W14BK 14 AWG SOLID CU BLACK THHN/THWN-2 500LF SP	78.848/m	39.42
15ft	W3BKST 3 AWG STR CU BLACK THHN/THWN-2 2500LF RL	1096.986/m	16.45
15ft	W3RDST 3 AWG STR CU RED THHN/THWN-2 2500LF RL	1096.986/m	16.45
15ft	W3WHST 3 AWG STR CU WHITE THHN/THWN-2 2500LF RL	1096.986/m	16.45
25ft	GF03825 3/8 RW STL GREENFIELD 25'	63.441/c	15.86
			-----
		SUBTOTAL	208.58
		SALES TAX	20.34
			-----
		Total Amount	228.92

Willow Electrical Supply Co., Inc.  
 3828 Des Plaines River Rd  
 SCHILLER PARK, IL 60176  
 847-801-5010 Fax 847-801-5020

\*\* PICK TICKET \*\*

Order #: S2380897.002  
 P/O # : NOxPO <  
 Printed: 11:26:56 27 DEC 2023  
 Page # : 1 of 2



Sold To:  
 FRAGOSO LLC  
 415 S 17TH AVE  
 MAYWOOD, IL 60153

Ship To:  
 FRAGOSO LLC  
 415 S 17TH AVE  
 MAYWOOD, IL 60153  
 773-822-8215

\*\* C.O.D. \*\* C.O.D. \*\* C.O.D. \*\*

Ordered by	Order Date	Ship Date	Due Date	Ship Via
JUAN	12/27/23	12/27/23	12/27/23	PK PICK UP
Writer	Salesperson	Release #	Freight Allowed	
WALDEMAR GUCWA	WALDEMAR GUCWA		No	
Ordered	Shipped	Product Description	Net Prc	Ext Prc
***** Shipping Instructions *****				
* CUSTOMER HERE <@ @<~~~PA1D~~~ *				
*****				
7ea	7ea	TCP PLP2UZD3841K 2X2 LED FLAT PANEL PRO LINE, 4100K, 4200LM 120-277V 0-10V DIM Loc: BD-12-01-A Pn: 376820	33.307/ea	233.15
25ea	25ea	S2G E1H050 1/2" ONE-HOLE EMT STRAP Loc: Z6-I-12-L1 Pn: 380524	8.028/c	2.01
100ft	100ft	EMT050 1/2" EMT CONDUIT Loc: P7-M-02-L1 Pn: 3514	50.936/c	50.94
50ea	50ea	BRI 230-DC2 SC050 1/2 SET SCR CON E Loc: Z6-I-11-L01 Pn: 13414	27.170/c	13.59
50ea	50ea	BRI 240-DC SCP050 1/2 SET SCR CPL E Loc: Z6-I-11-L01 Pn: 13435	29.848/c	14.92
100ft	100ft	GF038100 3/8 RW STL GREENFIELD 100' Loc: Z7-O-06-L1 Pn: 4434	63.441/c	63.44
20ea	20ea	TOP 130TZ 3/8" DIE CAST ZINC SS GREENFIELD CONNECTOR Loc: Z6-I-07-L1 Pn: 383707	29.400/c	5.88
1000ft	1000ft	W12BKST 12 AWG STR CU BLACK THHN/THWN-2 500LF SP Loc: Z7-N-11-L2 Pn: 15259	129.602/m	129.60
1000ft	1000ft	W12RDST 12 AWG STR CU RED THHN/THWN-2 500LF SP Loc: Z7-N-13-L2 Pn: 15275	129.602/m	129.60
1000ft	1000ft	W12WHST 12 AWG STR CU WHITE THHN/THWN-2 500LF SP Loc: Z7-N-11-L2 Pn: 15278	129.602/m	129.60

\*\*\* Continued on Next Page \*\*\*

\*\* PICK TICKET \*\*

Willow Electrical Supply Co., Inc.  
3828 Des Plaines River Rd  
SCHILLER PARK, IL 60176  
847-801-5010 Fax 847-801-5020

Order #: S2380897.002  
P/O # : NOxPO <  
Printed: 11:26:56 27 DEC 2023  
Page # : 2 of 2



Sold To:  
FRAGOSO LLC  
415 S 17TH AVE  
MAYWOOD, IL 60153

Ship To:  
FRAGOSO LLC  
415 S 17TH AVE  
MAYWOOD, IL 60153  
773-822-8215

\*\* C.O.D. \*\* C.O.D. \*\* C.O.D. \*\*

Ordered by	Order Date	Ship Date	Due Date	Ship Via
JUAN	12/27/23	12/27/23	12/27/23	PK PICK UP

Writer	Salesperson	Release #	Freight Allowed
WALDEMAR GUCWA	WALDEMAR GUCWA		No

Ordered	Shipped	Product Description	Net Prc	Ext Prc
1ea	1ea	OZG 8468A SG 1/2 PLASTER RING Loc: Z7-O-03-L1 Pn: 65347	71.260/c	0.71
2ea	2ea	PRE SA52C3 19SR 1/2" RING Loc: Z7-O-03-L2 Pn: 377182	99.900/c	2.00
1ea	1ea	HZQ ZW42050 2G 1/2 PLAST RING 778 Loc: Z7-O-03-L2 Pn: 379913	108.750/C	1.09

Tote: D                      Picker: ELMER                      Loc: C

Packages:    Cart:                      Pcs:                      Reel:                      Bund:

SUBTOTAL	776.53
SALES TAX	75.71

Total Amount	852.24
Amount paid today - Payment # S2380897.001	-852.24

\*\* AMOUNT DUE \*\*                      0.00

Filled by \_\_\_\_\_ Checked by \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

This is an offer to sell the above items at the stated prices. By signing this form customer agrees he is authorized to bind himself and his company. Customer accepts the offer and agrees: to pay the stated amount; to pay 2% interest after 30 days; has inspected & accepted all items; and that with a receipt, all items may be returned w/in 30 days of sale; returns w/in 90 days subject to min. 20% restock fee. No returns: after 90 days, custom orders, or special cuts: wire, sealtite & pipes. Only manufacturer warranties apply, all others disclaimed.



3025 Soffel Avenue / Melrose Park, IL 60160  
 Phone: 855-OLY-FIRE Fax: 708-344-4102

01/17/24

Que Bola Cuban Cafe  
 Attn.: Marco  
 1940 East Toughey Avenue  
 Des Plaines, IL 60018

Dear Marco,

*Olympia Fire Protection LLC.* prides itself in providing the highest quality fire equipment sales and service to Commercial, Industrial, Research and Health Care Facilities.

We are pleased to submit this proposal covering labor, materials and equipment necessary to replacing the fire suppression system in the hood.

**Scope of Work**

The service will include removing the existing outdated fire suppression system and replacing it with a new Buckeye BFR-10 system including control head, cylinder all detection lines, detection piping, corner pulleys, manual pull station, distribution piping where necessary and nozzles.

We will perform this service at the following prices:

<b>Buckeye BRF 10 System</b>	<b>\$1,267.00</b>
<b>Nozzles</b>	<b>\$237.65</b>
<b>Miscellaneous Pipe and pulleys</b>	<b>\$245.00</b>
<b>Labor</b>	<b>\$1,675.00</b>
<b>TOTAL</b>	<b>\$3,424.65</b>

**Note:** First service requires payment upon completion. Credit terms will be established upon completion of credit application. *Olympia Fire Protection LLC.*, does accept most major credit cards.

In keeping with the safety standards in our industry, Olympia Fire Protection has a safety director on staff. Our mission is to not only keep our employees safe, but to ensure our customers; we hold all safety issues on their property in high priority as well. A copy of our safety manual is available for review upon your request.

We thank you for considering *Olympia Fire Protection LLC* and giving us the opportunity to quote your fire protection needs. If you should have any questions, please contact me at your convenience.

Sincerely,  
Neal Iorii

***Olympia Fire Protection LLC.***

Menu

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WebstaurantStore > Restaurant Equipment > Commercial Sinks > Mop Sinks > E.L. Mustee 63M 24" White Fiberglass Mop Sink

### E.L. Mustee 63M 24" White Fiberglass Mop Sink

★★★★★ Read 1 reviews Item #: 64263M MFR #: 63M

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PLUS



Regency 19 1/2" x 6" x 6 1/2" 16-Gauge 304 Stainless Steel Mop

\$96.99/Each

PLUS



Regency 15" High Stainless Steel Mop Sink Backsplash and

\$122.49/Each

PLUS



Regency 15" High Stainless Steel Mop Sink Backsplash and

\$122.49/Each



Advance Tubco K-244 Mop Sink Hose and Hanger Set

\$132.75/Set

PLUS



★★★★★ E.L. Mustee 65M 36" White Fiberglass Mop Sink with Drain Shelf

\$179.99/Each



Only

**\$164.99**

Ships free with

1

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Wish List

Rapid Reorder



Accuform MGS904VP - Señal de seguridad de plástico, **US\$14.08**

Disponible  
Envío GRATIS disponible y Devoluciones GRATIS  
Opciones de regalo no disponibles. Más información  
Estilo: Plástico  
Tamaño: 10" x 14"

Cant.: 1 Eliminar Guardar para más tarde  
Comparar con artículos similares Compartir

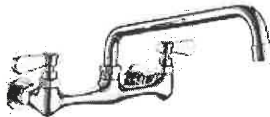


Último póster de la ley laboral de Illinois 2023 – Estado, **US\$29.95**

Disponible  
Enviado desde: Labor Law Center Official  
Opciones de regalo no disponibles. Más información  
Color: Inglés

Ahorra 10%  
Recortar cupón

Cant.: 1 Eliminar Guardar para más tarde  
Comparar con artículos similares Compartir



Grifo de cocina para montaje en pared, grifo de fregadero **US\$59.39**

Disponible  
Envío GRATIS disponible y Devoluciones GRATIS  
 Es un regalo Más información  
Tamaño: 8 Inch  
Color: Chrome

Ahorra 5%  
Recortar cupón

Cant.: 1 Eliminar Guardar para más tarde  
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Paquete de 4 etiquetas adhesivas impermeables para **US\$6.99**

Disponible  
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Cant.: 1 Eliminar Guardar para más tarde  
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Kachy Signs - Juego de 2 calcomanías para botiquín de **US\$9.95**

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**ATX CUSTOM SIGNS - Ordena aquí y recoge aquí 2 carteles** **US\$19.95**

Solo queda(n) 10 en stock (hay más unidades en camino).

Envío GRATIS disponible y Devoluciones GRATIS

Es un regalo Más información

Color: Pide aquí Recoger Aquí Diseño Negro

Cant.: 1 Eliminar Guardar para más tarde  
Compartir



**Paquete de 4 calcomanías de aluminio para extintor de** **US\$10.99**

Solo queda(n) 4 en stock (hay más unidades en camino).

Envío GRATIS disponible y Devoluciones GRATIS

Es un regalo Más información

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Comparar con artículos similares Compartir



**Letrero direccional de plástico acrílico, 4 piezas, para** **US\$11.99**

Disponible Envío GRATIS disponible y Devoluciones GRATIS

Es un regalo Más información

Cant.: 1 Eliminar Guardar para más tarde  
Comparar con artículos similares Compartir



**Speakman SC-5812-RCP Commander Service, grifo de** **US\$98.80**

Disponible Envío GRATIS disponible y Devoluciones GRATIS

Es un regalo Más información

Color: Cromado rugoso.

Cant.: 1 Eliminar Guardar para más tarde  
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S

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Guardado para después (28 productos) Comprar nuevamente

- Señales industriales de advertencia (10)
- Vasos desechables (1)
- Trampas para control de plagas (1)
- Signos de salida de luz comerciales (1)
- Platos (1)
- Grifos de lavabo baño sensible al tacto (3)
- Re

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**CITY OF DES PLAINES**

**RESOLUTION R - 39 - 24**

**A RESOLUTION APPROVING A BUSINESS ASSISTANCE PROGRAM GRANT (GROWTH) FOR QUE BOLA RESTAURANT AT 1940 EAST TOUHY AVENUE.**

**WHEREAS**, the Business Assistance Program ("**Program**") was last revised by Resolution R-81-23 to establish the GROWTH program, pursuant to which the City Council may approve grants to reimburse owners of eligible commercial properties within the City for up to 50 percent of the cost eligible improvements identified in the Program application submitted; and

**WHEREAS**, Phoenix Bond & Indemnity Company ("**Owner**") owns the property commonly known as 1940 E Touhy Avenue, Des Plaines, Illinois ("**Subject Property**"); and

**WHEREAS**, JAF Developments LLC ("**Applicant**") plans to lease the Subject Property for the purpose of operating an approximately 1,100-square-foot restaurant; and

**WHEREAS**, the Applicant has applied for a GROWTH Grant ("**Grant**") to cover the cost of eligible improvements including electrical work, plumbing and bathroom work, fire suppression updates, kitchen remodeling, flooring, and drywall work (collectively, "**Eligible Improvements**"); and

**WHEREAS**, the estimated cost of the Eligible Improvements, based on contractor quotes, is \$78,000; and

**WHEREAS**, the City Council desires to grant a GROWTH grant to the Applicant for the reimbursement of up to 50 percent of the cost of the Eligible Improvements in an amount not to exceed \$35,000 ("**Grant**"), subject to the appropriation of funds in the 2024 fiscal year; and

**WHEREAS**, the City intends to budget sufficient funds for the Program in the 2024 Budget for the Grant; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to approve and authorize Grant for the Applicant;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DES PLAINES, COOK COUNTY, ILLINOIS**, in the exercise of its home rule powers, as follows:

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

**SECTION 2: APPROVAL OF THE GROWTH GRANT.** The City Council hereby approves the GROWTH Grant to reimburse the Applicant for up to 50 percent of the cost of Eligible Improvements in an amount not to exceed \$35,000.

{00125377.1}

**SECTION 3: AUTHORIZATION TO DISBURSE GRANT.** The City Council hereby authorizes and directs the City Manager or his designee to take all necessary and appropriate action in accordance with the Program guidelines to reimburse the Applicant in an amount not to exceed \$35,000 of the Eligible Improvements at the Subject Property.

**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 \_\_\_\_\_, 2024.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving the BAP Grant for Que Bola at 1940 E Touhy Ave