



CITY COUNCIL AGENDA

Monday, May 6, 2024
Regular Session – 7:00 p.m.
Room 102

CALL TO ORDER

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

PROCLAMATION

PUBLIC SERVICE RECOGNITION WEEK

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. **RESOLUTION R-92-24:** Approving a First Renewal of the Agreement between the City of Des Plaines and Northwest Community Healthcare for Occupational Health Services for the Period June 1, 2024 through May 31, 2025
2. **RESOLUTION R-93-24:** Awarding the Bid for the 2024 Des Plaines Sewer Lining Project to Hoerr Construction, Inc., Goodfield, Illinois in the Amount of \$288,015.50. Budgeted Funds – Water/Sewer.
3. **RESOLUTION R-94-24:** Authorizing the Execution of a Grant Agreement with the State of Illinois Department of Commerce and Economic Opportunity
4. **RESOLUTION R-95-24:** Approving a Three-Year Agreement with ClearCompany for the Purchase, Use, and Implementation of an Applicant Tracking, Onboarding, and Employee Performance Management System in the Total Three-Year Amount of \$126,403.00.
5. **RESOLUTION R-96-24:** Approving and Ratifying the Procurement of Police Department Promotional Assessment and Testing from Industrial Organization Solutions, Inc.
6. Approving the Appointment to the Library Board of Trustees from the April 15, 2024 City Council Agenda of Robert Flinn – Term to Expire 7/17/26
7. Approving the Re-appointment to the Board of Fire & Police Commissioners from the April 15, 2024 City Council Agenda of D. Michael Albrecht – Term to Expire 4/30/27
8. **SECOND READING – ORDINANCE M-6-24:** Approving the Disposal of the Listed Vehicles/Equipment through Obenauf Auction Service, Inc., Round Lake, Illinois
9. **SECOND READING – ORDINANCE M-8-24:** Amending Title 5 of the City Code to Prohibit the Sale of Illicit THC Products and Kratom (*listed on 4/15/24 City Council Agenda for First Reading as “Consideration of an Ordinance Banning the Sale of Unregulated Hemp Products”*)
10. **RESOLUTION R-99-24:** Rescinding R-12-24 and Approving an Agreement with Ryan, LLC for Consulting Services Related to TIF Districts in the City
11. **RESOLUTION R-32-24:** Approving a Contract for 2024-2026 with Shred-it/Stericycle in the Not-to-Exceed Amount of \$26,535.85 for Document Shredding Services
12. Minutes/Regular Meeting – April 15, 2024
13. Minutes/Closed Session – April 15, 2024

UNFINISHED BUSINESS

n/a

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Dick Sayad, Chair
 - a. Warrant Register in the Amount of \$3,412,431.61 – **RESOLUTION R-97-24**
 - b. Consideration of an Intergovernmental Agreement with the Des Plaines Public Library for Payment of Personal Property Replacement Taxes (PPRT) – **RESOLUTION R-98-24**

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.



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: April 22, 2024
To: Aldermen
From: Andrew Goczkowski, Mayor *AG..*
Cc: Dorothy Wisniewski, City Manager
Subject: Proclamation

At the beginning of the May 6, 2024 City Council Meeting, we will be issuing a Proclamation recognizing Public Service Recognition Week.

OFFICE OF THE MAYOR

CITY OF

DES PLAINES, ILLINOIS

WHEREAS, *the first full week in May is recognized as Public Service Recognition Week, it is a time for public employees to be recognized, honoring those who serve at the federal, state, county, and city levels; and*

WHEREAS, *public employees, including police, firefighters, public works and city hall staff provide diverse services with efficiency and integrity; and*

WHEREAS, *employees of the City of Des Plaines serve the residents with the highest degree of professionalism and commitment, whether providing public safety support or addressing City infrastructure around the clock; and*

WHEREAS, *citizens are encouraged to celebrate the contributions of government employees and our public servants who exemplify dedication to the common good.*

Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim the week of May 5-11, 2024, as

PUBLIC SERVICE RECOGNITION WEEK

Dated this 6th day of May, 2024

Andrew Goczkowski, Mayor



HUMAN RESOURCES

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

MEMORANDUM

Date: May 6, 2024

To: Dorothy Wisniewski, City Manager

From: Sarah Gianni, Management Analyst HR/Risk

CC: Becky Madison, Director of Human Resources *BAM*

Subject: Approval and Renewal of a Professional Services Agreement with Northwest Community Healthcare for Occupational Health Services for the period of June 1, 2024 through May 31, 2025.

Issue: In May 2021 the City of Des Plaines entered into a three (3) year agreement with Northwest Community Healthcare (NCH) to provide Occupational Health screening services. They provide services and testing for current and prospective employees including, but not limited to new hire, probationary and annual physical and drug screening, as well as workplace injury triage. The initial agreement with NCH extends only through May 31, 2024. Therefore, NCH and the City are seeking an extension to the original agreement for an additional one-year period.

Analysis: The Occupational Health Services provided by NCH have been essential to the operations of the City. Services performed by NCH's occupational health program includes fitness for duty of workplace injuries, drug testing for probationary and new hire employees, as well as new hire and annual Fire Department physicals.

Staff have had a positive experience with NCH over the past three years. Staff have been able to attend appointments without the issue of sudden cancellation, can choose from several testing locations, are able to communicate with schedulers, doctors and NCH representatives consistently, and receive timely test results.

Recommendation: Staff recommends the City Council approve Resolution R-92-24 approving a Professional Services Agreement with Northwest Community Healthcare for Occupational Health Services for the period of June 1, 2024 through May 31, 2025.

Attachments:

Resolution: R-92-24

Exhibit A: Professional Services Renewal Agreement

CITY OF DES PLAINES

RESOLUTION R - 92 - 24

A RESOLUTION APPROVING A FIRST RENEWAL OF THE AGREEMENT BETWEEN THE CITY OF DES PLAINES AND NORTHWEST COMMUNITY HEALTHCARE.

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 April 8, 2021, the City Council adopted Resolution No. R-78-21 approving an Agreement with Northwest Community Healthcare ("*NCH*") for the provision of various occupational health-related services ("*Agreement*"); and

WHEREAS, the original term of the Agreement expires on May 31, 2024; and

WHEREAS, Section 2 of the Agreement provides that the Agreement may be renewed for up to two additional one-year renewal terms; and

WHEREAS, the City and NCH desire to renew the Agreement for a one-year renewal term beginning June 1, 2024 and ending May 31, 2025 ("*First Renewal*"); and

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

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 part of, this Resolution as findings of the City Council.

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

SECTION 3: AUTHORIZATION TO EXECUTE FIRST RENEWAL. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the First Renewal.

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

DP Resolution Approving First Renewal to Agreement with NCH

**FIRST RENEWAL OF THE AGREEMENT BETWEEN THE CITY OF DES PLAINES
AND NORTHWEST COMMUNITY HEALTHCARE**

THIS FIRST RENEWAL is made and entered into as of the ____ day of _____, 2024, by and between the City of Des Plaines, an Illinois home rule municipal corporation ("**City**"), and Northwest Community Healthcare, an Illinois not-for-profit corporation ("**NCH**"). In consideration of the recitals and mutual covenants and agreements set forth in this First Renewal, the receipt and sufficiency of which are hereby acknowledged and agreed to, the parties agree as follows:

Section 1. Recitals.

A. The City and NCH entered into that certain agreement dated as of March 30, 2021 ("**Agreement**"), pursuant to which the City retained NCH to provide various occupational health-related services ("**Services**").

B. The original term of the Agreement expires on May 31, 2024 ("**Term**").

C. The Agreement provides for two optional one-year renewal terms.

D. The City and the NCH desire amend the Agreement to extend the term of the Lease for an additional one-year term, beginning June 1, 2024 and ending May 31, 2025 ("**First Renewal Term**"), in accordance with the same terms and conditions set forth in the Agreement except as specifically amended by this First Renewal.

Section 2. Definitions; Rules of Construction.

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

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

Section 3. Extension of Term.

The City and NCH hereby agree to renew the Agreement for First Renewal Term. Except as otherwise provided in this First Renewal, the City and NCH affirm all of the terms of the Agreement, which terms shall be in full force and effect for the duration of the Extended Term.

IN WITNESS WHEREOF, the parties have caused this First Renewal to be executed by their duly authorized representatives as of the date and year first written above.

[SIGNATURES ON FOLLOWING PAGE]

ATTEST:

By: _____
Jessica Mastalski, City Clerk

Date: _____

WITNESS:

By: _____

Its: _____

Date: _____

CITY OF DES PLAINES

By: _____
Dorothy Wisniewski, City Manager

Date: _____

NORTHWEST COMMUNITY HEALTHCARE

By: Polina Dem 4/3/24

Its: _____

Date: _____



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: April 25, 2024

To: Dorothy Wisniewski, City Manager

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

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

Subject: Bid Award - 2024 Des Plaines Sewer Lining Project

Issue: The 2024 budget includes \$300,000 in funding for Sewer Lining. Five bid proposals were received and opened on April 4, 2024.

Analysis: The scope of work includes installation of approximately 8,400 linear feet of cured in place pipe (CIPP) for various sewer main pipelines located in areas throughout the City. All of the existing pipe to be lined for this contract is eight through fifteen-inch diameter vitrified clay and concrete sewer gravity main. Hoerr Construction submitted the lowest bid and completed sewer lining last year for the City. The bids for the lining project are as follows:

BIDDER'S NAME	BID AMOUNT
Hoerr Construction, Inc.	\$288,015.50
Visu-Sewer of Illinois, LLC	\$302,150.50
Insituform Technologies USA, LLC	\$334,556.28
National Power Rodding	\$341,760.00
Benchmark Construction Company, Inc.	\$358,000.00

Recommendation: We recommend award of the 2024 Des Plaines Sewer Lining Project to Hoerr Construction, Inc., 1416 Country Rd. 200 N, P.O. Box 65, Goodfield, IL 61742 in the amount of \$288,015.50. The funding source for this project will be the Water/Sewer Fund.

Attachments:
Resolution R-93-24
Exhibit A – Contract

CITY OF DES PLAINES

RESOLUTION R - 93 - 24

**A RESOLUTION APPROVING AN AGREEMENT WITH
HOERR CONSTRUCTION, INC. FOR THE 2024 DES
PLAINES SEWER LINING PROJECT.**

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 Water/Sewer Fund for use by the Department of Public Works and Engineering during the 2024 fiscal year for the 2024 Des Plaines Sewer Lining Project, which includes the installation of approximately 8,400 linear feet of cured in place pipe throughout the City ("**Work**"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the of the City of Des Plaines City Code and the City purchasing policy, the City solicited bids for the procurement of the Work; and

WHEREAS, the City received five bids, which were opened on April 4, 2024; and

WHEREAS, Hoerr Construction, Inc. ("**Contractor**") submitted the lowest responsible bid in the not-to-exceed amount of \$288,015.50; and

WHEREAS, the City desires to enter into a contract with Contractor for the performance of the Work in the not-to-exceed amount of \$288,015.50 ("**Agreement**"); and

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

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

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

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

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

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 Contract with Hoerr for 2024 Sewer Lining Project

**CITY OF DES PLAINES
CONTRACT
FOR THE CONSTRUCTION OF
2024 SEWER LINING**

**CITY OF DES PLAINES
 CONTRACT FOR THE CONSTRUCTION OF
 2024 SEWER LINING**

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	The Work	1
	1.1 Performance of the Work	1
	1.2 Commencement and Completion Dates	2
	1.3 Required Submittals	2
	1.4 Review and Interpretation of Contract Provisions	3
	1.5 Conditions at the Work Site; Record Drawings	3
	1.6 Technical Ability to Perform	4
	1.7 Financial Ability to Perform	4
	1.8 Time	4
	1.9 Safety at the Work Site	5
	1.10 Cleanliness of the Work Site and Environs	5
	1.11 Damage to the Work, the Work Site, and Other Property	5
	1.12 Subcontractors and Suppliers	6
	1.13 Simultaneous Work By Others	6
	1.14 Occupancy Prior to Final Payment	6
	1.15 Owner’s Right to Terminate or Suspend Work for Convenience	6
ARTICLE II	Changes and Delays	7
	2.1 Changes	7
	2.2 Delays	7
ARTICLE III	Contractor’s Responsibility for Defective Work	8
	3.1 Inspection; Testing; Correction of Defects	8
	3.2 Warranty of Work	8
	3.3 Owner’s Right to Correct	9
ARTICLE IV	Financial Assurances	9
	4.1 Bonds	9
	4.2 Insurance	9
	4.3 Indemnification	10
ARTICLE V	Payment	10
	5.1 Contract Price	10
	5.2 Taxes and Benefits	10

5.3	Progress Payments	10
5.4	Final Acceptance and Final Payment	11
5.5	Liens	11
5.6	Deductions	12
ARTICLE VI	Disputes and Remedies	13
6.1	Dispute Resolution Procedure	13
6.2	Contractor’s Remedies	13
6.3	Owner’s Remedies	13
6.4	Owner’s Special Remedy for Delay	15
6.5	Terminations and Suspensions Deemed for Convenience	15
ARTICLE VII	Legal Relationships and Requirements	15
7.1	Binding Effect	15
7.2	Relationship of the Parties	15
7.3	No Collusion/Prohibited Interests	15
7.4	Assignment	16
7.5	Confidential Information	16
7.6	No Waiver	16
7.7	No Third-Party Beneficiaries	17
7.8	Notices	17
7.9	Governing Laws	17
7.10	Changes in Laws	18
7.11	Compliance with Laws	18
7.12	Compliance with Patents	19
7.13	Time	19
7.14	Severability	19
7.15	Entire Agreement	20
7.16	Amendments	20

Contractor’s Certification

- Attachment A:** Supplemental Schedule of Contract Terms
- Attachment B:** Special Provisions
- Attachment C:** List of Drawings
- Attachment D:** Performance Bond/ Labor & Materials Bond

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
2024 SEWER MAIN LINING**

In consideration of the mutual promises set forth below, the City of Des Plaines, 1420 Miner Street / Northwest Highway, Des Plaines, Illinois 60016, an Illinois municipal corporation (“*Owner*”), and Hoerr Construction, Inc. 1416 Country Rd. 200 N, Goodfield, IL, 61742, a Corporation (“*Contractor*”), make this Contract as of _____, 20____, (the “*Effective Date*”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the “*Work*”:

A. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

B. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

C. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

D. Taxes. Pay all applicable federal, state, and local taxes.

E. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

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

1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the “*Commencement Date*” set forth on Attachment A and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “*Completion Date*” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “*Contract Time*.”

1.3 Required Submittals

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“*Required Submittals*”). Such details must include, but are not limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor must provide *one* complete sets for each Required Submittal. All Required Submittals, except drawings, must be submitted electronically in PDF format. All drawings must be clearly marked with the names of Owner and Contractor.

C. Time of Submission and Owner’s Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner’s sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner’s review and stamping of any Required Submittal will be for the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work

in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor is responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility

whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner’s approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to “Contractor” is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work by Others

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors’ reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor’s duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor’s provision, performance, or completion of the Work.

1.15 Owner’s Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice

to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("*Change Order*"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days following receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by

Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("*Bonds*"). Contractor, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, must maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of its elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "*Contract Price*"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment A ("*Progress Payments*").

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("*Pay Request*"). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that

all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection ("*Notice of Completion*"). Contractor's Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("*Punch List Work*").

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("*Final Acceptance*").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to

complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such

demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "*Per Diem Administrative Charge*" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract is binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor will act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation.

If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work must be held confidential by Contractor and may not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner may constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third-Party Beneficiaries

No claim as a third-party beneficiary under this Contract by any person, firm, or corporation other than Contractor may be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner must be addressed to, and delivered at, the following address:

with a copy to:

City of Des Plaines
1111 Joseph Schwab Rd.
Des Plaines, Illinois 60016
Attention: Rob Greenfield

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

Notices and communications to Contractor must be addressed to, and delivered at, the following address:

Hoerr Construction, Inc.
1416 Country Rd. 200 N
Goodfield, IL 61742
Attn: Max P. Hoerr II

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility

Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is 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 Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act Certified Payroll. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"), must submit a certified payroll to the Illinois Department of Labor, in accordance with Section 5 of the Act.

and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

7.14 Severability

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

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

CITY OF DES PLAINES

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

HOERR CONSTRUCTION, INC.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR’S CERTIFICATION

Max P. Hoerr II, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the “*Patriot Act*”) or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: _____, 20__.

Hoerr Construction, Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Subscribed and Sworn to before me on _____, 20__.

My Commission expires: _____

_____ Notary

Public

(SEAL)

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
2024 SEWER LINING**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

Sewer lining for approximately 7,380 linear feet of 8-inch sewer mains (VCP), 365 linear feet of 10-inch sewer mains (VCP), 350 linear feet of 12-inch sewer mains (VCP), 307 linear feet of 15-inch sewer mains (VCP) for Sewer Lining using CIPP.

2. Work Site:

Work will be performed throughout the City of Des Plaines.

3. Permits, Licenses, Approvals, and Authorizations:

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

MWRD –

IDOT – Utility Permit

No Exceptions

4. Commencement Date:

the date of execution of the Contract by Owner.

_____14_____ days after execution of the Contract by Owner.

OR no later than April 1, 2024

5. **Completion Date:**

- 30 days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract
- October 31, 2024, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

Completion includes the approved and acceptable construction of all pay items: including concrete correction (punch) list items, all hot-mix asphalt items including surface courses and all landscape restoration work, including topsoil and sod placement.

Days and Hours of Work. Workdays for this Contract are Monday through Friday between the hours of 7AM to 6PM. No work shall be done or equipment operated outside of these permitted hours. No work shall be done on any Saturdays, Sundays or the following specified days unless otherwise approved by the Project Manager.

- Monday May 27, 2024 Memorial Day Holiday
- Thursday July 4, 2024 Independence Day Holiday
- Monday September 2, 2024 Labor Day Holiday
- Monday October 14, 2024 Columbus Day Holiday
- Monday November 11, 2024 Veterans Day Holiday
- Thursday November 28, 2024 Thanksgiving Day Holiday
- Friday November 29, 2024 City Holiday
- Wednesday December 25, 2023 Christmas Holiday

In the event, the Contractor works on Saturday, Sunday, or holiday, during which time the Engineer and/or Inspector(s) are required to be present, the City of Des Plaines shall pay the cost for such overtime engineering services and shall deduct such cost from payments due the Contractor. Overtime engineering services shall be charged at the Engineer’s standard hourly rate for all time over eight hours on any single weekday and for all hours on Saturday, Sunday, and holidays and/or Inspector(s) standard hourly rate applied on a one and one-half (x 1 ½) basis for all time over eight hours on any single weekday and for all hours on Saturday and a double time (x 2) basis for all Sunday and holiday hours of the Inspector’s standard hourly rate. If the amount due the Contractor is not sufficient to cover the cost of overtime engineering service, the Contractor shall reimburse the City of Des Plaines in the amount necessary to cover such costs. The Project Manager shall approve necessary personnel and time for engineering services.

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:

Comprehensive General Liability

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.

- 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>	Approximate <u>Number of</u> <u>Units</u>	<u>Price</u> <u>Per Unit</u>	<u>Extension</u>
1 8in Sewer lining	Ft	7,380	\$ 31. ⁰⁰	\$ 228,780. ⁰⁰
2 10in Sewer lining	Ft	275	\$ 48. ⁰⁰	\$ 13,200. ⁰⁰
3 12in Sewer lining	Ft	350	\$ 49. ⁰⁰	\$ 17,150. ⁰⁰
4 15in Sewer lining	Ft	397	\$ 71. ⁵⁰	\$ 28,385. ⁵⁰
5 Traffic Control	Lump Sum		\$ 500. ⁰⁰	

TOTAL CONTRACT PRICE (write in numbers only):

\$ 288,015.⁵⁰

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 preexisting or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. **Per Diem Administrative Charge:**

\$1250 per day

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 Attachments for any special project requirements.

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
2024 SEWER LINING**

ATTACHMENT B

SPECIAL PROVISIONS

INDEX OF SPECIAL PROVISIONS

Page Number	Description
3	DEFINITION OF TERMS
4	DIRT ON PAVEMENT
5	SEWER TELEVISION
8	SEWER LINING WITH CURED-IN-PLACE-PIPE LINER
15	TRENCH BACKFILL
16	TRAFFIC CONTROL

DEFINITION OF TERMS

The following terms are added to or amend those designated in SSRB Art 101.01:

Art	The corresponding Article number in the SSRB
ISP	Interim Special Provision to the SSRB
SECTION	The corresponding Section number in the SSRB
SSRB	Standard Specifications for Road and Bridge Construction Illinois Department of Transportation
SSTC	Standard Specifications for Traffic Control Items Illinois Department of Transportation
SSWS	Standard Specifications for Water and Sewer Construction in Illinois Illinois Society of Professional Engineers, Consulting Engineers Council of Illinois Illinois Municipal League, Associated General Contractors of Illinois
OWNER	The City of Des Plaines, a municipal government, the Awarding Authority
ENGINEER	The City of Des Plaines Director of Public Works and Engineering, Project Manager, Resident Engineer and Engineering Consultant
CITY	The City of Des Plaines, synonymous with Department as defined in Art 101.14
SP	A Special Provision as defined in Art 101.42

Revised: February 2012

DIRT ON PAVEMENT

ADD to Section 107.15:

When the Engineer directs the Contractor to clean the street with a street sweeper and the Contractor is not able to provide a street sweeper, the City of Des Plaines will charge the Contractor for the use of the City of Des Plaines street sweeper at a rate of **\$250.00 per hour** with a minimum of a 4-hour charge. The charged dollar amount shall be deducted from the amount due to the Contractor on the contract. The City of Des Plaines street sweeper shall only clean the streets that are directed by the Engineer to be cleaned.

Revised: February 2012

SEWER TELEVISIONING

Description. This work consists of performing cleaning, inspection, and documentation of existing sewers by the remote television inspection method.

Certification Required. All work on this item shall be performed under the supervision of an Operator trained and certified thru the National Association of Sewer Service Companies (NASSCO) in Pipeline Assessment and Certification Program (PACP). The Operator's certification number shall be provided to the Engineer for verification.

Equipment. Cleaning equipment shall include a high-velocity jet with its own water tank. The jet shall have two or more high-velocity nozzles capable of producing a scouring action from 15 to 45 degrees in all sewer sizes to be cleaned prior to televising. A vacuum truck shall be used to remove heavy accumulation of materials.

Television equipment shall include television camera, television monitor, cables, power source, lights, and other equipment. The television camera shall be specifically designed and constructed for operation in connection with sewer inspection and shall be mounted on adjustable skids to keep it in the center of the pipe. A self-propelled camera will only be used when approved by the Engineer. Lighting for the camera shall be supplied by a lamp on the camera, capable of being dimmed or brightened remotely from the control panel. The lighting system shall be capable of lighting the entire periphery of the pipe. Lighting for the viewing of taps, laterals, wyes, etc., shall be provided by lights that follow the movement of the camera lens or by auxiliary radial lighting. The camera shall be operative in 100% humidity conditions and tested to 400 psi. The camera, television monitor and other components of the video system shall be capable of producing a minimum 650-line resolution color picture. The camera shall be equipped with a 90E swivel lens. Electric power for sewer televising operations shall have a 60-cycle sign wave (+/- 2%) in order to provide a distortion free, high quality television monitor video image. Picture quality and definition shall be to the satisfaction of the Engineer. The remote reading footage counter shall be accurate to 1% over the length of the particular section being inspected and shall be mounted over the television monitor.

Inspection Requirements. The camera shall move through the line, in either direction, at a uniform rate and not to exceed a speed of 30 feet per minute. The camera will be stopped when necessary for proper documentation of the sewer's condition and at all connection locations. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line.

If, during the inspection operation, the television camera will not pass through the entire section, the Contractor shall stop work and notify the Engineer. The Engineer may direct the Contractor to do additional rodding or to mobilize the equipment in a manner so that the inspection can be performed from the opposite manhole. All costs for additional cleaning and re-mobilization shall be considered incidental to this pay item.

In the events that the section being televised has substantial flow entering the sewer or the flow depth at the upstream manhole is higher than the maximum allowable for televising, the Contractor shall coordinate with the owner of flow source to have flow temporarily stopped and/or reschedule television inspection to a time when such flow is reduced to permit television inspection. If the camera becomes submerged due to a sag in the pipe, a high velocity jet will be utilized to pull water away from the camera lens.

All rodding and/or jetting required to obtain a passage way for the camera will be incidental to this pay item. No additional payment will be allowed for areas requiring additional cleaning. The jetting will begin at the downstream section and proceed upstream. Debris will be vacuumed at the downstream section and disposed of offsite on a daily basis. Disposal of debris is the responsibility of the Contractor and will be incidental to the pay item. Collapsed lines will be the responsibility of the owner to repair, and the Contractor will be directed where to set up in another location.

Documentation. Television inspection logs shall be computer generated logs utilizing the Pipeline Assessment Certification Program (PACP) standards and shall be compatible with the City of Des Plaines GraniteNet software. Defects shall be recorded using the PACP coding systems and shall correlate exactly with existing conditions found.

The television inspection logs shall minimally include:

1. Date, time, City of Des Plaines, name of operator/ inspector, weather conditions.
2. Street name, type of sewer, sewer location, reference manhole numbers, pipe diameter, pipe material, approximate sewer depth, length between joints.
3. Location Reports of each, with respect to the pipe axis, infiltration source, buildings and house service connections, joints, unusual conditions, roots, sewer connections, collapsed sections, presence of scale and corrosion, deflection in alignment of pipe grade, and other discernible features shall be documented.

The video shall be recorded in a digital form to provide a visual and audio record of the inspection condition of the sewer. This digital form shall be saved on a portable media storage device. A voice recording shall accompany the video image. The voice shall make brief and informative comments on the sewer conditions. The tape counter is to start a "000" at the upstream section of each sewer and should correlate with the beginning of the video for the sewer section and shall be shown on the video view at all times. The numerical footage sequence shall also be illustrated on the inspection logs and location reports.

Recording playback shall be the same speed that it was recorded. The Contractor shall have all video files and necessary playback equipment readily accessible for review by the Engineer during the project.

Video documentation shall minimally include the following information:

1. Text:
 - a. Report number;
 - b. Date of TV inspection, Street Name, sewer section;
 - c. Upstream and downstream manhole numbers;
 - d. Current distance along reach (tape counter footage)
 - e. Printed labels on media storage device and its container with date, location information, format information, and other descriptive information.

Minimally, one (1) electronic copy of the video recording, television inspection logs, and location reports shall be submitted to the Engineer for their approval. Title to the electronic media will remain with the City.

Method of Measurement. This work shall be measured as herein specified and the quantity computed for payment by LINEAL FOOT of pipe televised and approved. Measurements shall begin at the sewer line point of penetration of the wall of the manholes. The diameter of the pipe shall not be measured, only the length of the actual pipe being televised. Any pipe rehabilitation work identified during televising, will be reviewed by the Engineer. Any rehabilitative work completed, without the written permission of the Engineer, will not be measured or paid for.

Basis of Payment. This work shall be paid for at the contract unit price per Lineal Foot for SEWER TELEVISIONING. Payment includes all video recordings, pipe cleaning/jetting, debris removal and disposal, final reports and maps and all work as herein specified.

Revised: February 2012

SEWER LINING WITH CURED-IN-PLACE-PIPE LINER

Description. This work consists of furnishing labor, material and equipment to install complete a cured-in-place pipe (CIPP), also known as “liner”, of various sizes and designed for rehabilitation of the existing sewer systems in compliance with ASTM standards, the manufacturer’s recommendations and as herein specified.

Qualifications. The Contractor shall have installed a minimum of 500,000 lineal feet of cured-in-place-pipe. The CIPP Product shall have completed a 10,000-hour test in accordance with ASTM 2900.

Submittals. The Contractor shall submit to the Engineer for review and approval, prior to the preconstruction meeting, all information necessary to satisfy the Product Data and Contractor requirements. Liner shall not be installed prior to the approval by the Engineer of product conformance and proposed liner installation and bypass pumping methods.

A. Product Data:

1. Manufacturer's product literature, application and installation requirements for materials used in liner.
2. Manufacturer's product certification for materials used in liner.
3. 10,000-hour test results in accordance with ASTM 2990.
4. Liner Pipe Thickness Design.
 - a. Liner Pipe Thickness Design shall be in accordance with Appendix XI of ASTM F1216. The existing pipe *shall not* be considered as providing any structural support to the liner pipe. In the liner thickness calculations, the minimum deformity of the host pipe shall be 2 percent, the height of ground water shall be 50% of the pipe depth, the enhancement factor (K) shall not be greater than 7.0, the minimum safety factor shall be 2.0, and the flexural modulus of elasticity shall be reduced 50% to account for long term effects and used in the design equation E_L .
 - b. Minimum liner thickness shall be 6 millimeters.

B. Contractor Submittals:

1. List completed project, including length of CIPP liner installed, project location, date and project contact person’s information.
2. Proposed plans for liner installation including: Traffic control, resident letters, proposed lining schedule, bypass pumping and/or diverting sewage flow, with weekly updates.

C. Post Sewer Lining Submittals:

1. Testing results (material and field testing).
2. CCTV data and reports (PACP pre-& post lining), and associated PACP export databases **Materials.**

A. Liner Tube:

The liner tube shall consist of one or more layers of flexible needled felt or an equivalent woven and/or non-woven material capable of carrying resin, withstanding installation

1. pressures and curing temperatures, and is compatible with the resin system used. The liner shall be fabricated to a size that, when installed, will fit the internal circumference of the existing pipe without any annular space between the liner and existing pipe wall.
2. The resin used shall be compatible with the rehabilitation process, shall be able to cure in the presence or absence of water and the initiation temperature for cure shall be as recommended by the resin manufacturer and reviewed by the Engineer.
3. The liner shall be fabricated from materials which when cured, will be chemically resistant to withstand internal exposure to sewage gases containing quantities of hydrogen sulfide, carbon monoxide, methane, petroleum hydrocarbons, saturation with moisture, diluted sulfuric acid, and other chemical reagents determined by the Engineer.
4. The minimum tube length shall be that deemed necessary by the Contractor to effectively span the distance from the inlet to the outlet of the respective manholes, or access points, unless otherwise specified. The Contractor shall verify the lengths in the field before impregnation of the tube with resin. Individual insertion runs may be made over one or more manhole sections as determined in the field by the Contractor and reviewed by the Engineer.

Prior to insertion, the liner shall be free of all visible tears, holes, cuts, foreign materials, and other defects.

Prior to insertion, the Contractor shall furnish to the Engineer the data on the maximum allowable stresses and elongation of the tube. The exterior of the manufactured tube shall be marked along its length at regular intervals not to exceed five feet. These marks shall be used as a gauge to measure elongation during insertion. Should the overall elongation of a reach exceed five percent, the liner tube shall be rejected and replaced.

B. Resin:

1. Unless otherwise specified, provide a general purpose, unsaturated, thermosetting, polyester, vinyl ester, or epoxy resin able to cure in the presence or absence of water, and a catalyst system compatible with the insertion process.
2. Resin shall not be subjected to ultraviolet light and shall form no excessive bubbling or wrinkling during lining.

Physical Properties.

A. The CIPP system shall conform to and comply with the minimum standards as listed:

&		<i>Polyester</i>	<i>Polyester</i>	<i>Vinyl Ester</i>
<u>Characteristic Resins</u>	<u>Test Method</u>	<u>Resin std.</u>	<u>Resin enh.</u>	<u>Epoxy</u>
Flexural Strength	ASTM D 790	4,500 psi	4,500 psi	5,000 psi
Flexural Modulus (short term)	ASTM D 790	250,000 psi	400,000 psi	300,000 psi
Flexural Modulus (long term)		125,000 psi	200,000 psi	150,000 psi

B. The liner thicknesses are based on a pipe ovality of 2.5 percent and the resin's physical properties shown in the above table. If the Contractor uses resins having different physical properties, the Contractor shall submit detailed calculations of the proposed liner thickness for review by the Engineer.

Construction Requirements, Prior to Liner Installation.**A. Bypass Pumping:**

1. The Contractor shall provide bypass pumping and/or diversion when required for acceptable completion of the liner installation. Bypass pumping shall consist of furnishing, installing, and maintaining all power, primary and standby pumps, appurtenances and bypass piping required to maintain existing flows and services.
2. Bypass pumping shall be done in such a manner as not to damage private or public property, or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic, and shall be redirected into the sanitary sewer system. Dumping or free flow of sewage on private property, gutters, streets, sidewalks, or into storm sewers is prohibited.
3. The Contractor shall take all necessary precautions including constant monitoring of bypass pumping to ensure that no private residences or properties are subjected to a sewage backup or spill. The Contractor shall be liable for all cleanup, damages, and resultant fines in the event of a spill. After the work is completed, flow shall be restored to normal.
4. Prior to start of work, the Contractor shall deliver to resident's doors, that are tributary to the sewer being lined, a letter with the Contractors letter head explaining the work being done and the Contractors contact number in the event of any emergency or questions.

B. Cleaning and Televising Inspection of Existing Sewer. The Contractor shall be responsible for cleaning, inspecting, confirming the inside sewer diameter, identifying service connection locations and investigating the existing conditions of each manhole-to-manhole sewer segment to be lined in accordance with NASSCO recommendations and PACP coding.

The cleaning process shall include the removal of all roots and debris. All rodding/jetting required to clear a passageway for the camera and liner will be incidental to this pay item. No additional payment will be allowed for areas requiring additional cleaning. The jetting will begin at the downstream section and proceed upstream. Debris will be vacuumed at the downstream section and disposed of offsite on a daily basis. *Removal of debris shall be incidental to this pay item.*

The Contractor shall perform an initial television inspection after the sewer cleaning operation is completed and prior to sewer lining installation. The television inspection shall be completed in the same flow direction each time with no reverse camera set up being permitted and shall be done with a CCTV color camera recorded in digital format. A pivot head camera shall be used for all pipelines that are 6-inches in diameter or greater to allow detailed lateral inspection. Pre-Televising video is to be submitted to the City on an external hard drive in both digital video and PACP export database format, together with printed copies of the pre-televising reports. The video will be reviewed to identify duplicate laterals and those that may require verification prior to lining and reinstatement. Contractor is not to proceed with lining until City authorization has been provided.

Point Repairs. It shall be the responsibility of the Contractor to clear the line of obstructions such as solids, offset joints, protruding service connections or collapsed pipe that will prevent liner insertion.

For break-in service connections that protrude more than one half inch into the sewer, the Contractor shall remove the protruding portion of the tap in preparation for cured-in-place pipelining, grouting or other rehabilitation work. Cutters used shall be power-driven cutting devices (lateral cutters) designed to remove protruding taps. Cutters shall be capable of slicing laterally through cast iron, 3/4" rebar and anchors, clay tile, and concrete protruding into sewer lines. This process shall be deemed incidental to the project and no pay item for said buffing will be included.

The Contractor shall cut protruding taps so that protrusions are no greater than 1/2 inch. While using a protruding tap cutter, slow RPM will cut more effectively than rapid RPM. The Contractor shall maintain a steady flow and RPM while cutting and shall hydro-flush cut and broken pieces out of the sewer before proceeding to the next protruding tap. If a protruding tap cannot be removed by the cutting device, then the Engineer shall be notified to determine if a point repair will be necessary.

If in the opinion of the Contractor, the removal of the tap may compromise the integrity of the pipe he is to advise the City before proceeding and obtain authorization.

If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment or by remotely performed point repair methods acceptable to the Engineer, then the Contractor may be directed by the Engineer to make a point repair to uncover and remove or repair the obstruction. Point repair work shall only proceed following the Engineer's written authorization for approval to proceed with the additional sewer repair work.

- C. Manholes.** The Contractor shall protect the manholes to withstand forces generated by equipment, water or air pressure used while constructing the liner.

Construction Requirements, Liner installation:

A. Resin Impregnation.

1. The uncured resin in the original containers and the unimpregnated fiber-felt tube shall be impregnated by vacuum or other means prior to installation. The materials and 'wet-out' procedure shall be subject to inspection by the Engineer. A resin and catalyst system that is compatible with the requirements of the method shall be used.
2. The impregnated liner bag shall be transported to and stored at the site in such a manner that it will not be damaged, exposed to direct sunlight, or result in any public safety hazard. The impregnated liner bag shall be kept cool during shipment and storage. All materials shall be subject to inspection and review prior to installation.

- B. Liner Installation.** The impregnated tube shall be inserted through an existing manhole or other access approved by the Engineer by means of the installation process. The application of hydrostatic head, compressed air, or other means shall extend the liner fully to the next designated manhole or termination point and inflate and firmly attach the liner to the pipe wall.

C. Intentionally left blank.

D. Curing.

1. After placement is completed suitable heat source and distribution equipment shall be provided. The equipment shall be capable of circulating hot water, air, and/or steam throughout the liner section by means of a pre-strung hose, which has been perforated in accordance with the manufacturers' recommendations or other methods acceptable by the Engineer to raise the temperature uniformly above the temperature required to affect a resin cure. This temperature shall be determined by the manufacturer based on the resin/catalyst system employed.
2. The heat source piping shall be fitted with continuous monitoring thermocouples to gauge the temperature of the incoming and outgoing water, steam, and/or air supply. Water, steam, or air temperature during the cure period shall meet the requirements of the resin manufacturer as measured at the heat source inflow and outflow return lines. At the direction of the Engineer, the Contractor shall provide standby equipment to maintain the heat source supply. An additional continuous monitoring thermocouple shall be placed between the impregnated felt tube and the pipe invert at the remote manhole and at a point midway between the upstream and downstream manholes to determine the temperature during the cure. The temperature during the cure shall not be less than 130 degrees F at the boundary between the pipe wall and the liner unless otherwise directed by the Engineer because of the resin system used.
3. The initial cure shall be deemed to be completed when inspection of the exposed portions of the liner appears hard and sound and the remote temperature sensors indicate that an exotherm has occurred. The cure period shall be of duration recommended by the resin manufacturer during which time the recirculation of the water, steam, and/or air and cycling of the heat exchanger continuously maintain the required temperature.
4. Temperature shall be maintained during the curing period as recommended by the resin manufacturer, and shall follow the healing schedule supplied by the manufacturer and reviewed by the Engineer.

E. Cool Down.

1. The hardened liner shall be cooled to a temperature below 100 degrees F before relieving the static head or pressure in the lined pipe and returning normal flow back into the system. The cool down may be accomplished by introducing cool water or air into the lined pipe. Care shall be taken in the release of the static head or pressure so that a vacuum will not develop which could damage the newly installed liner.
2. If the liner fails to make a tight seal at the manhole walls, a seal consisting of a resin mixture compatible with the liner/resin system shall be applied in accordance with manufacturer specifications and approved by the Engineer.

F. Manhole Connections.

1. Reconstruct benches and channels in manholes with grout to match new invert elevations.
2. **End Seal:** All pipes shall be fitted with an Insignia hydrophilic gasket, as manufactured by LMK or equal at both ends of each segment prior to the installation of the liner."

City shall approve alternate End Seal prior to installation. This process shall be deemed incidental to the project and no pay item for said buffing will be included.

G. Service Line Reconnection. The Contractor shall be responsible for reconnecting service connections to the lined sewer pipe. Reconnections of service connections shall be completed by one of the following methods:

1. Determine which service connections shall be reinstated from the pre-television inspection video survey. The Owner shall assist with the designation of which services are “active” and also indicate which services should not be reinstated. Reconnect services (without excavation) by in-tandem usage or integrated CCTV camera and cutting device. The Contractor shall re-establish services to a minimum of ninety-five percent (95%) of the flow capacity prior to the mainline liner installation. Sanitary services shall not be out of service for more than twenty-four (24) hours during the lining process. The edges of the liner at each service reinstatement shall be cut smoothly or buffed smoothly by the Contractor with a wire brush. No rough or jagged connections will be allowed. This process shall be deemed incidental to the project and no pay item for said buffing will be included. The invert of the service connection shall match the bottom of the reinstated service opening. The work shall be televised for inspection and acceptance by the Engineer.
2. If the televised inspection reveals that the existing service is a “break-in” type of connection with the structural integrity between the existing service and lined sewer is poor, where it would likely permit fluids to enter between the sewer liner and host pipe, the Engineer may approve and direct the Contractor to seal the lateral. The lateral sealing is not incidental to the sewer lining pay items but is considered a “Service Lateral Sealing” pay item and measured accordingly to that Special Provision.
3. Where approved by the Engineer, to open cut by means of excavating by hand and/or mechanical equipment the service connection location, removing existing pipe and liner material, and installing a new PVC sewer service wye fitting or sewer tap made to the liner. This construction method is not incidental to the sewer lining pay items but is considered a “Sewer Wye Fitting, PVC” pay item and measured accordingly that Special Provision.
4. Other remote methods as approved by the Engineer.

Testing.

A. Material Testing.

1. A registered independent, third-party laboratory shall perform all material testing.
2. The Contractor shall provide certified test results of the short-term properties of the cured lining material from 25% of the actual installed liner chosen at owner’s discretion.
3. The cured liner shall be sampled and tested for flexural strength and flexural modulus (short term). Flexural strength and modulus shall be tested in accordance with the requirements of ASTM D790. The liner shall be in compliance with the physical properties stated under Physical Properties; Section A of this specification. A certificate of compliance shall be provided for long-term flexural modulus.

4. Corrosion resistance requirements shall be as stated in ASTM F1 216, Section X2, Chemical Resistance Tests.
5. Delamination testing shall be in accordance with ASTM F121 6, Section 8.4 if required by the Engineer.

B. Field Testing.

- ~~1. Test line for exfiltration in accordance with ASTM F1216, Section 8.2 prior to service line reconnections. Testing shall exclude maximum pressure limitation (4.3 psi) at lowest end. Leakage testing shall be performed after all dry and non-bondable hoses and tubes are completely removed from the pipe.~~
2. After completion of all liner insertions, service reconnections, and finish work at the manholes, the sewer shall be televised with a color CCTV tilt-head camera recorded in digital format. The original thumb drive or hard drive shall be provided to the Engineer.
- ~~3.~~

Method of Measurement. This work shall be measured along the actual length of the cured-in-place pipe liner installed from penetration of manhole wall to penetration of manhole wall and the quantity computed for payment per FOOT. CCTV inspections, re-inspections, videos, reports, PACP export database, trimming of intruding laterals, flow diversion, sealing and bench reconstruction at manholes, testing, service line reconnection, cleaning and restoration is not measured for payment.

Basis of Payment. This work will be paid for at the contract unit price per Foot for SEWER LINING WITH CURED-IN-PLACE PIPE LINER, of the specified diameter. All costs associated with bypass pumping and/or diversion of sewage flows, cleaning and television inspection, liner installation, sealing and bench reconstruction at manholes, reconnection of service connections, and final television inspection and testing of lined pipe system is considered incidental to the various liner pay items. Sewer Point Repairs, Sewer Wye Fitting PVC, and Sewer Lateral Sealing are paid for separately.

Revised March 2014

TRENCH BACKFILL

ADD to Section 208:

Materials. Aggregate shall be crushed gradation CA-6, complying with the requirements of SSRB Sect 1004.

Controlled Low-Strength Material that complies with the requirements of the SSRB Sect 593 may also be acceptable for use as trench backfill.

Construction Requirements. Trench backfill is required where indicated on the plans or as field directed by the Engineer. Trench backfill shall be constructed in compliance with the requirements of SSRB Art 550.07. All trench backfill shall be compacted to a minimum of 95% of a Standard Proctor as determined by the approved material testing laboratory.

Method of Measurement. Trench backfill shall be measured per lineal foot at the average depth compacted in place and the quantity computed for payment in CUBIC YARDS as listed in the IDOT, Bureau of Construction Manual, Section E, Trench Backfill Table for Circular Concrete Pipe, English version shall be used for all types of pipe material.

The required bedding and embedment of PVC pipe, 4" below the pipe to 12" above the pipe, is considered incidental to the cost of the PVC pipe pay item.

TRAFFIC CONTROL AND PROTECTION

Special attention is called to the following IDOT Highway Standards, 701301,701501,701602, 701606, 701701, 701801, 701901, Supplemental Specifications and Special Provisions contained herein relating to Traffic control.

Maintenance of Traffic. If the Contractor requests, single block road closure **may** be allowed by the Engineer during normal working hours provided that it is accomplished in the manner approved by the Engineer, including all required signing and detours. **NO OVERNIGHT CLOSURES OF ANY STREET WILL BE ALLOWED**, unless specifically provided for in the plans and Contract Documents or approved by the Engineer. The Contractor shall plan his work so that all driveways and fire hydrants are accessible at the end of the working day. Traffic control shall be in accordance with the applicable sections of the SSRB, the applicable guidelines contained in the MUTDC, any Special Provisions and any special details and Highway Standards contained herein.

At the Pre-Construction Meeting, the Contractor shall furnish the name, and a 24 hour phone number of the individual in his direct employ, who is responsible for the installation and maintenance of the traffic control for the project. In accordance with Art 108.01, if a Subcontractor is to provide this aspect of the work, consent of the Engineer is required. This shall not relieve the Contractor of the foregoing requirement for an individual in his direct employ to superintend the implementation and maintenance of the traffic control.

The Contractor shall furnish, install, maintain, relocate, and remove all traffic cones, signs, barricades, warning lights and other devices that are to be used for the purpose of controlling traffic. The Contractor shall furnish certified flaggers upon request of the Engineer or when required for safe operations. The Contractor is responsible to insure that all barricades, warning signs, lights and other devices installed for traffic control are in place and operating 24 hours Each calendar day this Contract is in effect. As a minimum, all areas of work shall be protected each night by Type II barricades at maximum 50 foot centers equipped with working flashing lights. Type III barricades shall be placed at all project limits.

The Contractor shall furnish and place "No Parking" signs a minimum of 1 day prior to any construction activities. The signs must be a minimum of 11 inches by 13 inches with red letters imprinted on a white background on 140 lb. index stock material. An example showing the exact wording to be printed is provided in the plan details. All "No Parking" signs must have the approval of, be affixed, and displayed to the satisfaction of the Engineer. Posting of signs on trees shall be done with a staple gun. The Contractor shall remove and reinstall the signs when directed by the Engineer.

Method of Measurement. Measurement shall be pro-rated. The Engineer shall evaluate the amount of current contract pay items completed and approved for payment and divide them by the total current approved contract amount. This percentage of the contract LUMP SUM price for Traffic Control and Protection shall be eligible for payment.

Basis of Payment. This work shall be paid for at the contract Lump Sum price for TRAFFIC CONTROL AND PROTECTION as herein specified.

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
2024 SEWER LINING**

ATTACHMENT C

Maps, CCTV Reports, & Spreadsheet



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: April 24, 2024
To: Dorothy Wisniewski, 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: DCEO Grant Agreement 23-203337 – Sign Program

Issue: The City of Des Plaines has received a \$40,000 grant from the Illinois Department of Commerce and Economic Opportunity (DCEO) to replace signs to meet current Manual on Uniform Traffic Control Devices (MUTCD) Retro-reflectivity Standards, installation of new signs by ordinance, and removal of unnecessary signs in neighborhood areas.

Analysis: The City has been upgrading and replacing signage by district each year as funding allows. The program replaces deteriorated signposts and panels in entire wards or districts to improve safety and to conform to current standards. Sign replacements include stop signs and other regulatory signs, warning signs, parking restriction signs and other ordinance related postings, as well as street name signs and other guidance signs.

The 2024 Sign Replacement Program will focus on District 5A (NE Side) – Bounded by (Golf Road) to the North, (Des Plaines River Rd, Thacker St, Lee St & Algonquin Rd) to the West, (Oakton St) to the South, and (Potter Road) to the East; and District 5B (SW Side) – Bounded by (Oakton St) to the North, (Elmhurst Rd) to the West, (Touhy Ave) to the South, and (Wolf Road) to the East.

This project is currently out for bid and expected to start in July 2024. The source of funding for this project is the Capital Projects Fund (\$250,000) and this grant (\$40,000).

Recommendation: We recommend approval of the intergovernmental grant agreement 23-203337 with the Illinois Department of Commerce and Economic Opportunity (DCEO).

Attachments:

Resolution R-94-24
Exhibit A – Uniform Grant Budget
Exhibit B – Intergovernmental Grant Agreement

CITY OF DES PLAINES

RESOLUTION R - 94 - 24

A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT BUDGET AND AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY.

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, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorize and encourage intergovernmental cooperation; and

WHEREAS, the City has been awarded a grant from the State of Illinois Department of Commerce and Economic Opportunity ("**DCEO**") in the amount of \$40,000.00 ("**Grant**") for the installation of new street signs that meet current MUTCD Standards and City ordinances and the removal of unnecessary street signs in neighborhood areas (collectively, the "**Work**"), which Work is eligible for the Grant; and

WHEREAS, in order to receive the Grant, the City must execute a Notice of Grant Award and Uniform Grant Budget ("**Grant Budget**") and an intergovernmental grant agreement with the DCEO ("**Agreement**"); and

WHEREAS, it is in the best interest of the City to approve and authorize the execution of the Grant Budget and Agreement;

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

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

SECTION 2: APPROVAL OF GRANT BUDGET. The City Council hereby approves the Grant Budget substantially in the form attached as **Exhibit A**, and in a final form approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE GRANT BUDGET. The City Council hereby authorizes the Mayor and the Director of Finance, if necessary and applicable, to execute and seal, on behalf of the City, the final Grant Budget.

SECTION 4: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement substantially in the form attached as **Exhibit B**, and in a final form approved by the General Counsel.

SECTION 5: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council hereby authorizes the Mayor and the Assistant Director of Public Works and Engineering, if necessary and applicable, to execute and seal, on behalf of the City, the final Agreement.

SECTION 6: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2024
Grantee:	City of Des Plaines	DUNS Number:	74399668
NOFO Number:		Grant Number:	23-203337
CSFA Number:			
CSFA Description:			

Section A: State of Illinois Funds

Revenues

	<u>Summary</u>	<u>Detail</u>
State of Illinois Grant Amount Requested	\$40,000.00	

Budget Expenditure Categories

1. Personnel (200.430)		
2. Fringe Benefits (200.431)		
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction	\$40,000.00	
1217 EQUIPMENT/MATERIAL/LABOR		\$40,000.00
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	\$40,000.00	\$40,000.00
17. Total Indirect Costs (200.414)		
Rate: <input style="width: 50px;" type="text"/> %		
Base: <input style="width: 200px;" type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$40,000.00	\$40,000.00

Grantee:

NOFO Number:

Grant Number:

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

- 1) Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.
- 4) For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
 - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
 - complies with other statutory policies.
- 5) No reimbursement of Indirect Cost is being requested.

Rate: %

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base Is:

Grantee: City of Des Plaines

NOFO Number: 0

Grant Number: 23-203337

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: City of Des Plaines

Signature: _____

Printed Name: Dorothy Wisniewski

Title: City Manager

Phone: (847) 391-5317

Date: _____

Institution/Organization: City of Des Plaines

Signature: _____

Printed Name: Andrew Goczkowski

Title: Mayor

Phone: (847) 391-5301

Date: _____

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
City of Des Plaines**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and City of Des Plaines (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

**ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY**

CITY OF DES PLAINES

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Andrew Goczkowski

Printed Title: Mayor

Email: agoczkowski@desplaines.org

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

ARTICLE I DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. “Program” is used interchangeably with “Project.”

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

“State Grantee Compliance Enforcement System” means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. “State-issued Award” does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of “contract” under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unallowable Cost” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **03/01/2024** and expires on **02/28/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$40,000.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor’s payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1758 and the CSFA Name is Site Improvements. If applicable, the State Award Identification Number (SAIN) is 1758-46463.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **DAS9KV9SMXV3** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366005849** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds

awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) Internal Revenue Code and Illinois Income Tax Act. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not “For-Profit”.

(a) This Paragraph applies to Grantees that are not “for-profit” entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) six (6) months after the end of Grantee’s audit period.

12.4. “For-Profit” Entities.

(a) This Paragraph applies to Grantees that are “for-profit” entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and

must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. **Delinquent Reports.** When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. **Termination.**

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If

suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost

or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing services to the City of Des Plaines in Cook County.

Grant funds will be utilized for a portion of costs, including any that are prior incurred, associated with implementation of capital improvements to include the replacement of road signage at various locations with the City of Des Plaines. The project locations will include District 5A (NE Side) – Bounded by (Golf Road) to the North, (Des Plaines River Road, Thacker Street, Lee Street & Algonquin Road) to the West, (Oakton Street) to the South, and (Potter Road) to the East; District 5B (SW Side) – Bounded by (Oakton Street) to the North, (Elmhurst Road) to the West, (Touhy Avenue) to the South, and (Wolf Road) to the East; District 6; and District 7 in Des Plaines, Illinois. Currently signage is out of compliance with existing safety and mobility standards as well as city ordinances. Grant funds will be used to bring the signage into compliance and remove unnecessary signs in neighborhood areas. Grant funds will cover the replacement of signage including stop signs, warning signs, parking restriction signs and other ordinance and regulatory related postings/signs, as well as street name and other guidance signs. All sign panels, posts and associated hardware are Grantee property. All other costs associated with the completion of the project will be paid via the use of other funding sources.

Specifically, Grant funds will be used for a portion of the “Equipment/Materials/Labor” costs associated with removal, purchase, and installation of bondable items such as signs and signposts.

Completion of this project will benefit all who use roadway corridors, including vehicles, bicyclists, and pedestrians by providing legible, clear, and properly placed signage to keep roadways safe and for traffic control. Citizens will see improved speed control near schools, warnings of roadway configurations or pedestrian and bicycle crossings, navigation guidance, and parking restrictions signage.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 607 E. Adams St.
Springfield, IL 62701

GRANTEE CONTACT

Name: Andrew Goczkowski
Title: Mayor
Address: 1420 MINER ST
Des Plaines, IL 60016-4484

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Tammy Greco
Title: Grant Manager
Address: 607 E. Adams St.
Springfield, IL 62701
Phone: 217-785-9974
TTY#: (800) 785-6055
Email: tammy.m.greco@illinois.gov
Address:

GRANTEE CONTACT

Name: Becka Shipp
Title: Assistant Director of Engineering
Address: 1420 MINER ST
Des Plaines, IL 60016-4484
Phone: 847-391-5390
TTY#: N/A
Email: bshipp@desplaines.org
Address:

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: Becka Shipp
Authorized Designee Title: Assistant Director of Engineering
Authorized Designee Phone: (847) 391-5390
Authorized Designee Email: bshipp@desplaines.org

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: Timothy Oakley
Authorized Designee Title: Director of Public Works and Engineering
Authorized Designee Phone: (847) 391-5390
Authorized Designee Email: toakley@desplaines.org

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: James Kanter
Email: james.f.kanter@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: 607 E. Adams St.
Springfield, IL 62701

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

Specific Conditions:

The result of the Grantee's Internal Control Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.208:

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

There were no conditions resulting from the Programmatic Risk Assessment.

PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

25.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

25.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may

seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and D**).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A, B and D**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be

extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

31.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of the Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor unless Grantee is a State agency.

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Grantee Responsibility. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

33.2. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.6. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be

manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*).

33.7. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.8. Identity Protection Act (5 ILCS 179/1 *et seq.*) and Personal Information Protection Act (815 ILCS 530/1 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in

all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

ARTICLE XXXIV ADDITIONAL MISCELLANEOUS PROVISIONS

34.1. **Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. **Required Notice.** Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXV ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. **Sexual Harassment.** The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. **Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies.** The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse

Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PART THREE – PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

July 2024

- Quarterly Periodic Financial Report (07/30/2024) - Covering Period of 03/01/2024 - 06/30/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2024) - Covering Period of 03/01/2024 - 06/30/2024; Send To: Grant Manager

October 2024

- Quarterly Periodic Financial Report (10/30/2024) - Covering Period of 07/01/2024 - 09/30/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2024) - Covering Period of 07/01/2024 - 09/30/2024; Send To: Grant Manager

January 2025

- Quarterly Periodic Financial Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager

April 2025

- Quarterly Periodic Financial Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager

July 2025

- Quarterly Periodic Financial Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager

October 2025

- Quarterly Periodic Financial Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager

January 2026

- Quarterly Periodic Financial Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

March 2026

- Quarterly Periodic Financial Report (03/30/2026) - Covering Period of 01/01/2026 - 02/28/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (03/30/2026) - Covering Period of 01/01/2026 - 02/28/2026; Send To: Grant Manager

April 2026

- End of grant Closeout Financial Report (04/14/2026) - Covering Period of 03/01/2024 - 02/28/2026; Send To: Grant Manager
- End of grant Closeout Performance Report (04/14/2026) - Covering Period of 03/01/2024 - 02/28/2026; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor’s Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

37.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3. Projects Requiring External Sign-offs.

(1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

AGENCY	SIGN-OFF	SIGN-OFF
--------	----------	----------

		RECEIVED	OUTSTANDING
_____	Illinois State Historic Preservation Office	_____	_____
_____	Illinois Dept. of Agriculture	_____	_____
_____	Illinois Dept. of Natural Resources	_____	_____
_____	Illinois Environmental Protection Agency	_____	_____
<u> X </u>	NONE APPLICABLE		

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

(2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or “authorization to construct” from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) External Sign-Off Provisions:

a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.

b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor’s obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 herein.

c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor’s Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing

Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

37.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor’s website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre-apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (“BEP”) (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7. Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the “Act”), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor’s regularly employed non-resident executive and technical experts.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor’s bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.

ARTICLE XXXVIII
BOND FUNDED GENERAL GRANT PROVISIONS

38.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.



HUMAN RESOURCES

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

MEMORANDUM

Date: May 6, 2024

To: Dorothy Wisniewski, City Manager

From: Becky Madison, Director of Human Resources *BAM*

Subject: Approval of a Three-Year Agreement with ClearCompany for the purchase, use and implementation of an Applicant Tracking, Onboarding and Employee Performance Management System in the total three-year amount of \$126,403.00.

Issue: The City of Des Plaines implemented their first iteration of an Applicant Tracking System in 2015 with NeoGov. At the time, the implementation provided the City with an automated applicant tracker that was previously manual. In 2021, Human Resources added their onboarding component to assist with timely and efficient communication of benefit onboarding for new hires. Employee Performance Management remains a manual process.

Although NeoGov provides the desired services, the cost of all three programs necessitated the need for Human Resources to evaluate alternative vendors. Additionally, the City's needs have outgrown the capacity of the NeoGov system. On February 14, 2024, the Department of Human Resources invited qualified agencies to submit proposals to provide a cloud-based software solution for manual processes related to applicant tracking, employee onboarding, and employee performance management.

Although proposers could submit responses to just the applicant tracking and onboarding portion of the request for proposals (RFP), Staff were primarily looking for a system that encompassed all three operational components. In total, the City received ten (10) proposals, three (3) of which allowed for applicant tracking, employee onboarding and employee performance management. They were the incumbent NeoGov, the selected ClearCompany and Empxtrack. A panel, comprising of four (4) Human Resources representatives evaluated the proposals using the set of criteria listed below.

After a thorough review of all three vendors and based on the independent evaluation scoring, it is advisable that ClearCompany is the selected proposer for the software services. The basis of this recommendation can be found below.

Analysis: All proposals were first examined to determine the proposers met all the requirements of the RFP. All three were found to be compliant with the requirements.

The panel reviewed all three proposals and ranked them side-by-side using the scorecard listed below. The scorecard evaluated five criteria, using a weighted points system of 0-5 (5 being the highest possible for each criterion). The criterion were:

- 1.) Adherence to RFP Instructions: Timeliness, Completeness, Overall Quality and Level of Professionalism
- 2.) Company Information: Organizational Structure, Experience with Similar Organizations, and References

- 3.) Project Understanding – Applicant Tracking: Overall Comprehension of Project Objectives and Understanding of the Requirements
- 4.) Project Understanding – Onboarding: Overall Comprehension of Project Objectives and Understanding of the Requirements
- 5.) Project Understanding – Employee Performance Management: Overall Comprehension of Project Objectives and Understanding of the Requirements
- 6.) Implementation process – Efficient use of staff time and availability of the vendor during implementation
- 7.) Product Viability – Demonstrated history of product development and road-mapping.
- 8.) Software Demonstration/Vendor Interview – Ease of use, vendor preparedness and responses to staff questions
- 9.) Pricing: Overall software cost.

The scores for each vendor and the average panel score can be found below.

	<u>ClearCompany</u>	<u>NeoGov</u>	<u>Empxtrack</u>
<i>Reviewer 1</i>	4.34	2.54	3.49
<i>Reviewer 2</i>	4.31	3.57	4.06
<i>Reviewer 3</i>	4.15	2.09	2.15
<i>Reviewer 4</i>	4.49	2.41	3.55
Average	<u>4.32</u>	<u>2.65</u>	<u>3.31</u>

Although price is a factor in the evaluation of software, it is important that the software provides the ease of use and functionality required to implement the process improvements gained by the software. ClearCompany’s proposal for all three services, including the implementation and annual software fees for year one are slightly above the \$35,000 budgeted for the project in 2024. The overage of \$8,543 can be absorbed within the Human Resources Professional Services budget.

	One-Time Implementation Fee	Year One	Year Two	Year Three	Total Cost of the Agreement
<i>NeoGov</i>	\$32,573.00	\$48,079.91	\$68,904.92	Not Applicable	\$149,557.83
<i>ClearCompany</i>	\$4,750.00	\$38,793.00	\$40,522.00	\$42,338.00	\$126,403.00*
<i>Empxtrack</i>	\$21,120.00	\$31,940.00	\$31,940.00	\$31,940.00	\$116,940.00

* ClearCompany's original proposal of \$113,803.00 did not include the required departmental segmentation for the performance management system. With the segmentation, the total contract request is for \$126,403.00.

Recommendation: Based on the information provided, staff recommends the City Council approve Resolution R-95-24 approving a three-year agreement with **ClearCompany** for the purchase, use and implementation of an Applicant Tracking, Onboarding and Employee Performance Management System in the total three-year amount of \$126,403.00.

Attachments

- Resolution R-95-24
- Exhibit A - Agreement

RESOLUTION R - 95 - 24

A RESOLUTION APPROVING AN AGREEMENT WITH CLEARCOMPANY, INC. FOR AN APPLICANT TRACKING, ONBOARDING, AND EMPLOYEE PERFORMANCE MANAGEMENT SYSTEM.

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 Department of Human Resources identified the need to procure a software solution to assist City staff with job applicant tracking, new employee onboarding, and employee performance management system (collectively, the “*System*”); and

WHEREAS, on February 14, 2024, the City issued a request for proposals (“*RFP*”) seeking a qualified vendor to provide the System to the City; and

WHEREAS, ClearCompany, Inc. (“*Vendor*”) submitted a proposal to provide the System over a three-year term in the total amount of \$126,403.00; and

WHEREAS, the City evaluated all responses to the RFP and determined that the System proposed by Vendor is the most advantageous to and would best meet the needs of the City; and

WHEREAS, the City desires to enter into an agreement with Vendor for the provision of the System over a three-year term at the price proposed (“*Agreement*”); and

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

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 AGREEMENT. The Agreement with Vendor is hereby approved in substantially the form attached to this Resolution as *Exhibit A*, and in a final form approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Manager and the City Clerk are hereby directed and authorized to execute and seal, on behalf of the City, the final Agreement with Vendor.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the City Council.

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

EXHIBIT A
AGREEMENT

Terms & Conditions

General Terms and Conditions

PLEASE READ THESE GENERAL TERMS AND CONDITIONS (“TERMS” or “AGREEMENT”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY CLEARCOMPANY, INC. (“CLEARCOMPANY”). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH CLEARCOMPANY WHICH REFERENCE THESE TERMS, YOU (“SUBSCRIBER”) AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE “AGREEMENT”) TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA CLEARCOMPANY’S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY CLEARCOMPANY SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. ACCESS TO THE SERVICES

1.1 For each Order Form, subject to Subscriber’s compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) ClearCompany grants Subscriber the right to use the ClearCompany service(s) specified in the proposal prepared by ClearCompany and submitted to Subscriber (“PROPOSAL”), which includes the Order Form, attached to these Terms as **Exhibit A** and the RFP response prepared by ClearCompany and submitted to Subscriber (“RFP RESPONSE”) attached to these Terms as **Exhibit B** (collectively, the “Service”) during the applicable Order Form Term (as defined below) for the internal business purposes of Subscriber, only as provided herein and only in accordance with ClearCompany’s applicable official user documentation for such Product (the “Documentation”).

2. IMPLEMENTATION

2.1 Upon payment of any applicable fees set forth in the Order Form, ClearCompany agrees to use reasonable commercial efforts to provide implementation assistance for the Service only if and to the extent such assistance is set forth on such Order Form, RFP Response, or Proposal (“Implementation Assistance”).

2.2 If ClearCompany provides Implementation Assistance in excess of any agreed-upon hours estimate, or if ClearCompany otherwise provides additional services beyond those agreed in an Order Form, Subscriber will pay ClearCompany at its then-current hourly rates for consultation; provided, however, that Subscriber will not be responsible for any costs in addition to those specified on the Order Form unless ClearCompany obtains written approval of such costs prior to the costs being incurred. .

3. SUPPORT; SERVICE LEVELS

3.1 ClearCompany will provide support and uptime for the Service in accordance with the support package selected by Subscriber on the applicable Order Form (if any).

4. SERVICE UPDATES

4.1 From time to time, ClearCompany may provide upgrades, patches, enhancements, or fixes for the Services to its subscribers generally without additional charge ("Updates"), and such Updates will become part of the Services and subject to this Agreement; provided that ClearCompany shall have no obligation under this Agreement or otherwise to provide any such Updates. Subscriber understands that ClearCompany may cease supporting old versions or releases of the Services at any time in its sole discretion; provided that ClearCompany shall use commercially reasonable efforts to give Subscriber sixty (60) days prior notice of any major changes.

5. RESTRICTIONS

5.1 Subscriber will not (and will not allow any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) use the Service for timesharing or service bureau purposes or otherwise for the benefit of a third party

(excepting Subscriber's end users); (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof, or (vi) use the Service to build an application or product that is competitive with any ClearCompany product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures ClearCompany may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service).

5.2 Subscriber is responsible for all of Subscriber's activity in connection with the Service, including but not limited to uploading Subscriber Data (as defined below) onto the Service. Subscriber (i) will use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Subscriber's use of the Service (including those related to data privacy, such as the Children's Online Privacy Protection Action ("COPPA") and the General Data Protection Regulation ("GDPR"), international communications, export laws and the transmission of technical or personal data laws), and (ii) will not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights.

6. SUBSCRIBER DATA

6.1 For purposes of this Agreement, "Subscriber Data" shall mean any data, information or other material provided, uploaded, or submitted by Subscriber to the Service in the course of using the Service. ClearCompany regards all documents sent, received, and stored in the System as the property of the Subscriber and will provide archival copies upon request. Subscriber shall retain all right, title and interest in and to the Subscriber Data, including all intellectual property rights therein.

6.2 Subscriber, not ClearCompany, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Subscriber Data. ClearCompany shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Subscriber Data. ClearCompany will notify Subscriber within two business days of any breach of security involving Subscriber's data. ClearCompany is not responsible to Subscriber for unauthorized access to Subscriber Data or the unauthorized use of the Service unless such access is due to ClearCompany's gross

negligence or willful misconduct. Subscriber is responsible for the use of the Service by any person to whom Subscriber has given access to the Service, even if Subscriber did not authorize such use.

6.3 Subscriber agrees and acknowledges that Subscriber Data may be irretrievably deleted if Subscriber's account is ninety (90) days or more delinquent.

Notwithstanding anything to the contrary, Subscriber acknowledges and agrees that ClearCompany may (i) internally use and modify (but not disclose) Subscriber Data for the purposes of (A) providing the Service to Subscriber and (B) generating Aggregated Anonymous Data (as defined below), and (ii) freely use and make available Aggregated Anonymous Data for ClearCompany's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing ClearCompany's products and services). "Aggregated Anonymous Data" means data submitted to, collected by, or generated by ClearCompany in connection with Subscriber's use of the Service, but only in aggregate, anonymized form which can in no way be linked specifically to Subscriber.

7. DATA RETENTION

7.1 Subscriber is entitled to unlimited data storage and retention at a storage location located in the United States of America for a period of two years from the date such data is submitted into the system. Data two or more years old is subject to archival and removal from active management, with backup copies provided to Subscriber, or may be retained in the system at no charge subject to a capacity quota of 100GB of data. Subscribers wishing to retain active data in excess of these quotas must pay a charge of \$1.00/5 GB per year for data retention. Subscribers exceeding retention quotas shall be notified and given 30 days to select an archival backup or purchase additional capacity as detailed above.

7.2 Subscriber may request a backup of data stored by ClearCompany once per calendar quarter. ClearCompany will, within 30 days of receiving such a request, provide Subscriber with a copy of all resumes received and stored in the System. All reports and backups may be delivered electronically to subscriber once per quarter, and again in the event of termination of this Agreement. Resumes will be in either the source format or HTML. Structured database backups including parsed resume output in table or HR-XML format, as well as requisition information, will be

provided subject to a one-time report setup fee to be quoted upon request by ClearCompany.

7.3 If ClearCompany introduces a Subscriber self-service data archiving capability providing substantially similar capabilities, it shall be deemed to have satisfied the obligations described herein. In the event of termination, ClearCompany shall not be required to maintain former subscribers' data in a usable format after a backup has been provided in accordance with the terms above, or after 6 months after the date of termination if no backup request has been received by that time. Subscriber acknowledges that ClearCompany may continue to retain data for operational or technical reasons after termination of the agreement. The confidentiality provisions in this section shall survive any termination and continue until such data has been deleted or otherwise destroyed.

8. OWNERSHIP

8.1 Except for the rights expressly granted under this Section 7, ClearCompany retains all right, title, and interest in and to the Service (and all data, software, products, works, and other intellectual property created, used, or provided by ClearCompany for the purposes of this Agreement, including any copies and derivative works of the foregoing). Any software which is distributed or otherwise provided to Subscriber hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the Service and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement.

8.2 To the extent Subscriber provides ClearCompany with any feedback relating to the Service (including, without limitation, feedback related to usability, performance, interactivity, bug reports and test results) ("Feedback"), Subscriber shall, and hereby does, grant to ClearCompany a nonexclusive, worldwide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Feedback, even if designated as confidential by Subscriber, shall not create any confidentiality obligation for ClearCompany notwithstanding anything else. Nothing in this Agreement will impair ClearCompany's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or

technologies that Subscriber may develop, produce, market, or distribute.

9. PROFESSIONAL SERVICES

9.1 ClearCompany may from time to time perform Professional Services as agreed upon by the parties. Such Professional Services may be set forth either (i) in an Order Form and (ii) in a separate mutually executed Statement of Work which references this Agreement (each an "SOW," which upon mutual execution, will be incorporated into and form a part of this Agreement), that shall include the scope of implementation of services, the anticipated schedule, the fee structure, and the deliverables (if any) to be provided as part of the Professional Services.

10. CREDIT INQUIRIES AND CREDIT REPORTING

10.1 ClearCompany is further authorized to provide history information to others about ClearCompany's credit experience with Subscriber, including outside collection agencies and outside counsel.

11. PAYMENT OF FEES

11.1 Subscriber will pay ClearCompany the fees as set forth in each Order Form and each applicable SOW ("Fees"). ClearCompany will invoice Subscriber for any applicable setup fees plus the first annual payment as of the Order Form Billing Start Date ("Billing Start Date") unless otherwise specified. Implementation services shall be extended upon receipt of initial required payment.

11.2 ClearCompany reserves the right at any time to establish specific billing terms for each Subscriber based upon ClearCompany's assessment of a Subscriber's credit worthiness in ClearCompany's sole discretion, including without limitation, requiring advance payment for services. Unless otherwise specified in an Order Form, all Fees will be invoiced in advance and all invoices issued under this Agreement are payable in U.S. dollars within 60 days from date of invoice in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

11.3 The Fees for each renewal term are subject to an annual increase not to exceed the Current Order Form List Price (“List Price”). We will provide notice of such increase in Fees at least 120 days prior to the end of the current term, and the increase will be effective upon renewal.

11.4 For any Service for which fees are billed in arrears, ClearCompany will invoice Subscriber following completion of the Service.

11.5 Unpaid invoices are subject to a finance charge of 1% per month or the maximum permitted by law, whichever is lower, plus all expenses of collection in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Subscriber shall be responsible for all ClearCompany’s costs of collection in the event of Subscriber’s delinquent payment. All Fees paid are non-refundable (except as otherwise expressly set forth in the Proposal, RFP Response, and Order Form or applicable SOW) and not subject to set-off.

12. TERM; TERMINATION

12.1 Subject to earlier termination as provided below, this Agreement shall commence on the Subscription Start Date (“Effective Date”) set forth in the Order Form. If no Order Form has been mutually executed by the parties within one (1) year of the Effective Date, this Agreement shall automatically terminate.

12.2 Upon execution of an Order Form, the Term shall continue, and shall last until the expiration of all Order Form Terms. For each Order Form, unless otherwise specified therein, the “Order Form Term” shall begin as of the subscription start date set forth on such Order Form, and unless earlier terminated as set forth herein, (a) shall continue for the initial Agreement Term specified on such Order Form (the “Order Form Initial Term”), and (b) following the Order Form Initial Term, shall automatically renew for additional successive 12-month periods (each, an “Order Form Renewal Term”) unless either party notifies the other party in writing of such party’s intention not to renew no later than ninety (90) days prior to the expiration of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable.

12.3 In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days (ten (10) days in the case of non-payment) of receipt of such notice. In the event of a material breach that has not been cured by ClearCompany by ClearCompany, Subscriber will have the right, without prejudice to any other remedies provided in this Agreement, law or equity, withhold from any payment, whether or not previously approved any and all costs, including attorneys' fees and administrative expenses, incurred by Subscriber as a result of any Event of Default by ClearCompany or as a result of actions taken by Subscriber in response to any Event of Default by ClearCompany.

12.4 Without limiting the foregoing, ClearCompany may suspend or limit Subscriber's access to or use of the Service if (i) Subscriber's account is more than sixty (60) days past due, or (ii) Subscriber's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with ClearCompany's ability to provide access to the Service to other subscribers; provided that in the case of subsection (ii): (a) ClearCompany shall use reasonable good faith efforts to work with Subscriber to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, ClearCompany shall use commercially reasonable efforts to provide notice to Subscriber describing the nature of the damage or degradation; and (c) ClearCompany shall reinstate Subscriber's use of or access to the Service, as applicable, if Subscriber remediates the issue within thirty (30) days of receipt of such notice.

12.5 Upon termination of this Agreement, all rights granted herein and in each Order Form to Subscriber will terminate and Subscriber will make no further use of the Services. The following provisions will survive termination of this Agreement: Sections 5-8, 10-17.

13. CONFIDENTIALITY

13.1 During the term of this Agreement, each party (a "Disclosing Party") may provide the other party (a "Receiving Party") with information in the possession of the Subscriber 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 kind, financial

information, health records and information, maps, and all other information of a personal nature. ClearCompany's Confidential Information will be clearly marked as confidential and proprietary. All Subscriber Data not released publicly via a job posting, advertising campaign, or other means, will be regarded as confidential and will not be shared with or released to any party other than Subscriber without written authorization by an appropriate employee or officer of Subscriber or be used by ClearCompany except as necessary to perform the Service. Subscriber authorizes ClearCompany to publicly release information contained in job advertisements and other communications to third parties on its behalf via the use of explicit features in the system for dissemination of such information. Subscriber acknowledges that ClearCompany shall not be held liable for any uses of data by third parties where that data was either (a) provided to the third party with Subscriber's permission; or (b) published in a public forum such as on the Subscriber's career website. In these cases, ClearCompany's responsibility shall be limited to providing reasonable technical support and liaison. For the avoidance of doubt, the Service and terms of this Agreement are Confidential Information of ClearCompany. Receiving Party shall maintain the confidentiality of the Confidential Information and will not disclose such information to any third party without the prior written consent of Disclosing Party. Receiving Party will only use the Confidential Information internally for the purposes contemplated hereunder.

13.2 The obligations in this Section 13 shall not apply to any information that: (i) is made generally available to the public without breach of this Agreement, (ii) is developed by the Receiving Party independently from the Disclosing Party's Confidential Information, (iii) is disclosed to Receiving Party by a third party without restriction, or (iv) was in the Receiving Party's lawful possession prior to the disclosure to the Receiving Party and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party. Receiving Party may disclose Confidential Information as required by law or court order; provided that, Receiving Party provides Disclosing Party with prompt written notice thereof and uses its best efforts to limit disclosure.

13.3 At any time, upon Disclosing Party's request, Receiving Party shall return to Disclosing Party all Disclosing Party's Confidential Information in its possession, including, without limitation, all copies and extracts thereof provided, however, at the expiration or termination of the Order Form, ClearCompany must promptly cease using, and must return all Subscriber Confidential Information, including all copies, whether physical or in any other form, in its possession. ClearCompany may not transfer to, store in, or otherwise allow work product containing Subscriber Confidential

Information to be located in any location, whether physical or digital, not under the control of ClearCompany. If ClearCompany is required, by any government authority or court of competent jurisdiction, to disclose any Subscriber Confidential information, ClearCompany must immediately give notice to Subscriber with the understanding that the Subscriber 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.

Notwithstanding the foregoing, (a) Receiving Party may disclose Confidential Information to any third-party to the limited extent it is permitted by law and necessary to exercise its rights, or perform its obligations, under this Agreement; provided that, all such third parties are bound in writing by obligations of confidentiality and non-use at least as protective of the Disclosing Party's Confidential Information as this Agreement and (b) all Feedback shall be solely ClearCompany's "Confidential Information" if it is clearly marked as such.

Freedom of Information Act and Local Records Act. ClearCompany acknowledges that all documents submitted to Subscriber related to the Service, and records in the possession of ClearCompany related to the Service 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**").

14. DISCLAIMER

14.1 THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND CLEARCOMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. CLEARCOMPANY DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE.

15. LIMITATION OF LIABILITY

15.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON OR SUBSCRIBER'S LIABILITY TO PAY FEES UNDER AN ORDER FORM OR SOW, NEITHER PARTY, SHALL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY: (A) ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS,

SERVICE, OR TECHNOLOGY, OR LOSS OF BUSINESS; (B) INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; (C) MATTERS BEYOND SUCH PARTY'S REASONABLE CONTROL; OR (D) AMOUNTS IN THE AGGREGATE THAT EXCEED THREE TIMES THE FEES PAID OR PAYABLE BY SUBSCRIBER TO CLEARCOMPANY DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION ACCRUES.

16. INDEMNITY

16.1 Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that either (i) the Subscriber Data or Subscriber's use of the Service (in the case of Subscriber as Indemnitor), or (ii) the Service (in the case of ClearCompany as Indemnitor), infringes, violates, or misappropriates any third party intellectual property or proprietary right.

16.2 Additionally, ClearCompany agrees to, and does hereby, hold harmless and indemnify Subscriber and all Subscriber selected 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 ClearCompany's performance, or failure to perform, all or any part of the Service; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of Subscriber.

16.3 Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense).

16.3 The foregoing obligations of ClearCompany do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by ClearCompany (including without limitation any Subscriber Data), (ii) made in whole or in part in accordance to Subscriber specifications, (iii) modified after delivery by ClearCompany, (iv) combined with other products, processes or materials not provided by ClearCompany (where the alleged Losses arise from or relate to such combination), (v) where Subscriber continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Subscriber's use of the Service is not strictly in accordance herewith.

17. NON-SOLICITATION

17.1 Until one (1) year after termination of this Agreement, Subscriber will not encourage or solicit any employee or consultant of ClearCompany to leave ClearCompany for any reason.

18. MISCELLANEOUS

18.1 The parties will comply with the additional term and conditions (if any) set forth in each Order Form, Proposal, RFP Response, or any applicable SOW. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

18.2 This Agreement is not assignable or transferable by a party except with the other party's prior written consent; provided that, a party may transfer and assign its rights and obligations under this Agreement without consent to a successor to all or substantially all of its assets or business to which this Agreement relates. ClearCompany must notify Subscriber as soon as practicable of any permitted assignment.

18.3 This Agreement (together with all Exhibits, Order Forms and all SOWs) is the complete and exclusive statement of the mutual understanding of the parties and

supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement.

18.4 No agency, partnership, joint venture, or employment is created as a result of this Agreement.

18.5 All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the signature blocks below or on an applicable Order Form. Either party may update its address set forth above by giving notice in accordance with this section.

18.6 This Agreement shall be governed by the laws of the State of Illinois and that exclusive jurisdiction and venue for any litigation shall be state courts located Cook County, Illinois.

18.7 Subscriber agrees to pay all costs of collection, including without limitation reasonable attorney's fees, in the event ClearCompany refers the subscriber's account for collection.

18.8 Subscriber may agree to participate in press announcements, case studies, trade shows, or other forms reasonably requested by ClearCompany.

18.9 ClearCompany may use Subscriber's name and logo to identify Subscriber as a ClearCompany subscriber on its website and in other marketing materials only upon prior written consent of Subscriber.

18.10 Insurance. ClearCompany shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with providing and performing the Equipment, the Software, and the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.

ClearCompany shall cause Subscriber to be named as an additional insured on the insurance policies described in this Section. Not later than 30 days after the Commencement Date, the ClearCompany shall provide Subscriber with either: (a) a copy of the entire insurance policy; or (b) a certificate of insurance along with a letter from the broker issuing the insurance policy to the effect that the certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the ClearCompany's duty to carry adequate insurance or on the ClearCompany's liability for losses or damages under this Agreement."

18.11 Company Background. The information disclosed by ClearCompany regarding its corporate structure, financial condition, expertise, and experience is true and correct. ClearCompany will promptly notify Subscriber in writing of any material change to or about ClearCompany, including without limitation to change in ownership or control, and any change will be subject to Subscriber approval which will not be unreasonably withheld.

18.12 Conflict of Interest. ClearCompany represents and certifies that, to the best of its knowledge: (1) no Subscriber employee, official, or agent has an interest in the business of ClearCompany or this Agreement; and (2) as of the date of this Agreement, neither ClearCompany nor any person employed or associated with ClearCompany has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

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

18.14 Sexual Harassment Policy. ClearCompany 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).

18.15 No Default. ClearCompany is not in arrears to Subscriber under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed Subscriber in writing.

18.16 No Legal Actions Preventing Performance. As of the Effective Date, ClearCompany has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against ClearCompany 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 ClearCompany's ability to perform its obligation under this Agreement.

EXHIBIT A

PROPOSAL

ClearCo.

Talent Platform

Talent Management Software Built for Talent Maximization

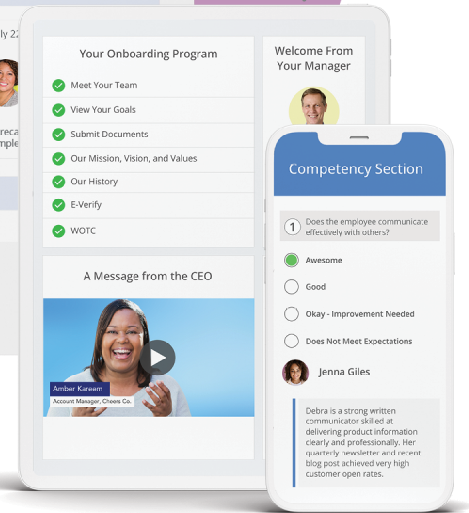
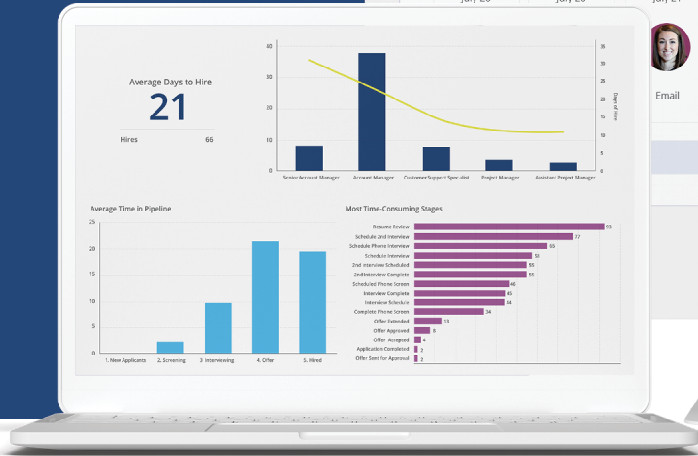
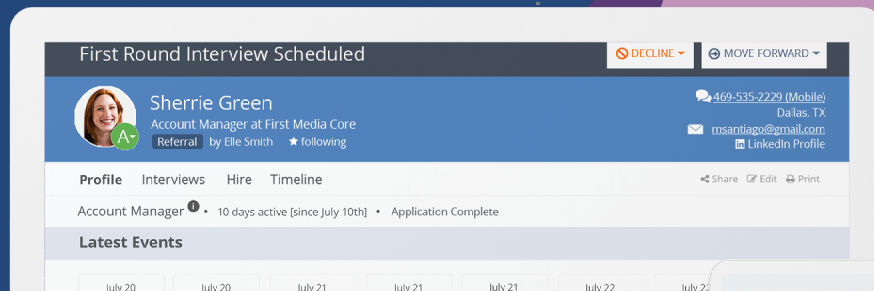
Prepared for: Becky Madison

Company Name: City of Des Plaines

Prepared by: Jorge Morejon

Order Form Date: 04 / 03 / 2024

ORDER FORM





ClearCo.

Dear Becky,

Thank you for your interest in ClearCompany. We offer state-of-the-art, user-friendly technology, best practices, pre-built content recommendations, and unparalleled service that will help your organization maximize talent and address the unique challenges of recruiting, onboarding, engaging, and retaining employees in today's modern workplace. ClearCompany will also ensure that your talent management software solution aligns with your company's unique mission, culture, and strategic HR needs.

This proposal outlines the software and services we recommend for you based on our understanding of your key challenges and business goals. Please let us know if you have questions or would like to review this proposal together.

ClearCompany would be delighted to work with you.



Jorge Morejon
Sales Executive
813-751-6080
jmorejon@clearcompany.com

The Modern End-to-End Platform for Maximizing Talent



The Award-Winning Solution for the Entire Talent Lifecycle



Talent Acquisition

- Recruiting/ATS
- Recruitment Marketing & AI
- Paperless Onboarding
- Background Checks by ClearCompany



Employee Engagement

- Employee Recognition
- Employee Celebrations
- Employee Surveys
- 1-on-1 Tools



Performance & Goals

- Goal Planning
- Continuous Feedback Tools
- Performance Management
- Pre-Built Review Templates



Analytics & Integrations

- Pre-Built Reports by Module
- Advanced Analytics & Data Lakes
- People Analytics & Workforce Planning
- Every Major Payroll & HR Integration

Why ClearCompany?

Our platform maximizes talent.

One System. One Provider.

Avoid multiple vendors with a unified, people-first platform for talent maximization. Optimize your HR initiatives and employee experience for every stakeholder throughout the talent lifecycle.

An Intuitive User Experience for Everyone

Your talent platform is used by many audiences: job seekers, your employees, recruiters and HR, candidates, people leaders, and executives. We support every use case. Our award-winning, mobile-friendly interface simplifies tasks, saves time, and impresses every user.

A Tailored, Job-Specific Approach for Better Hiring

ClearCompany incorporates your job-specific requirements, company values, and known qualities of your top performers throughout your entire source-to-hire process to help you identify and hire the right talent for every position.

Software to Build Culture and the Employee Experience

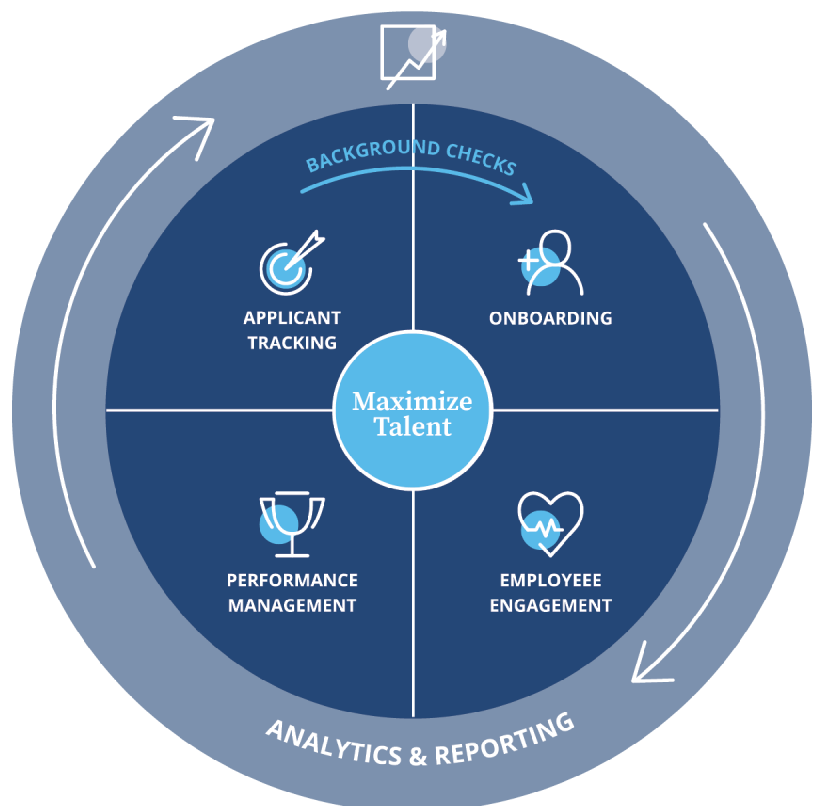
Maximize engagement, retention, and productivity with employee-first performance management, goal planning, and engagement tools that promote teamwork, employee development, peer-to-peer recognition, collaboration, and continuous feedback.

AI, Automation, and Integrations for HR Efficiency

Eliminate busy work and let your teams focus on the people they support. Automate administrative tasks, speed up processes, and save time across all recruiting and HR initiatives.

Reporting and Analytics for Better Decision-Making

Generate talent insights that are only possible when all your talent data resides in one system. ClearCompany provides pre-built reports, advanced analytics, and planning tools to optimize talent initiatives and improve people decisions.



Recruiting

Achieve a 90% Hiring Success Rate With the Award-Winning ATS for Attracting A-Players

Recruit smarter and faster, and save time and money with ClearCompany's proven software, methodology, AI tools, and automation for identifying, engaging, and hiring your future star employees.

Sourcing and Integrations to Build Pipelines Fast

Start each search with a strong talent pipeline. Efficiently source from our vast database to find talent that matches requisition criteria for any open role. Seamlessly manage employee referrals and surface attractive past candidates. Leverage our recruiting integrations to expand your talent pool.

Hire Smarter With a Tailored, Job-Specific Approach

ClearCompany incorporates your job-specific requirements, company values, and known qualities of your top performers into your requisitions, interview guides and scorecards so you identify and hire the right talent for every position.

AI and Automation to Enhance the Candidate Experience

Quickly generate engaging content, automate manual tasks and outreach, and select high-potential candidates with ClearCompany AI and automation. Create a positive and smooth candidate experience every time with self-service scheduling, video interviews, text and mobile recruiting capabilities, and prompt and personalized candidate communications.

Intuitive User Interface and Workflows

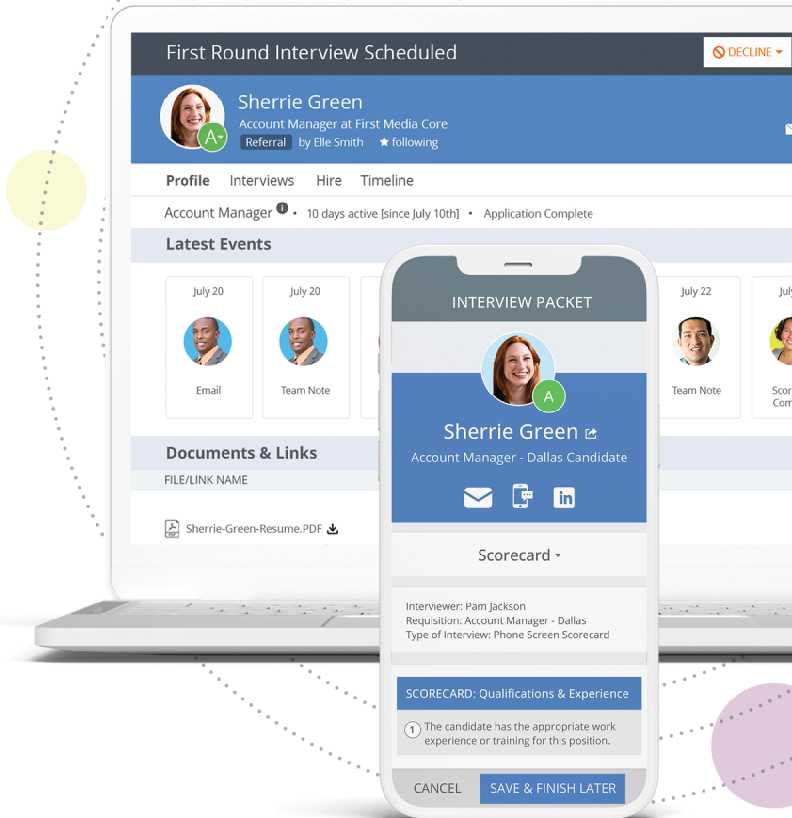
Streamline tasks to save time and increase efficiency. Easily organize, customize, and track requisitions and candidate activity. Build hiring workflows to support all the unique jobs you're hiring for.

Convenient, Fast, Affordable Background Checks by ClearCompany

ClearCompany provides industry-leading background check screening services so you can hire with confidence every time. Instantly launch background checks inside ClearCompany. Receive results faster than non-integrated check providers. View the status of each background check directly in your ClearCompany ATS.

Powerful Analytics for Tracking Your Recruiting Efficiency

Easily monitor recruiting metrics, applicant sources, and cost-per-hire trends. Take advantage of insightful pre-built reports, interactive dashboards, and drill-down capabilities to swiftly analyze results by requisition, forecast time-to-hire, and optimize every phase of your hiring process.



Onboarding

Impress New Hires
While Saving Money and
Minimizing Risk

Provide a smooth and welcoming virtual onboarding experience. Employees who have a great onboarding experience are 69% more likely to stay with a company for three years.¹

Wow New Employees

Provide a welcoming and smooth digital onboarding process every time. Mobile-friendly forms and e-signature make new hire onboarding fast and easy.

Manage Compliance and Eliminate Risk

Automate compliance, employment eligibility, background checks, direct deposit, and reduce manual tasks. Use Background Checks by ClearCompany to initiate background checks without leaving the platform and get results fast. Virtually store new hire information in our cloud-based platform.

Onboard New Hires Virtually with Ease

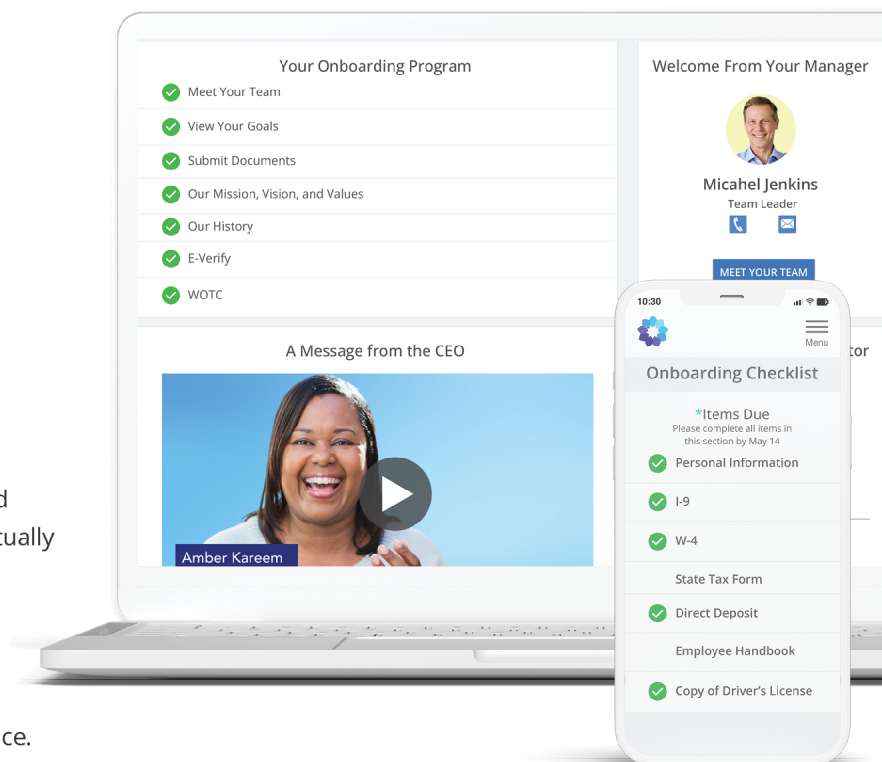
Seamlessly add new hires to your staff and HR systems remotely. Quickly bulk onboard groups of new hires all at once.

“

We love ClearCompany's paperless, online Onboarding capabilities. It's a huge timesaver to have everything done in advance before new employees start.

Beth Scafe
HR Director, Absorb LMS

Exhibit A



Save HR Time and Avoid Errors

Comprehensive internal task tracking tools remind HR, IT, and hiring teams to set passwords, assign equipment, complete new hire training, and more so everything is ready for your new hires on their first day.

Advanced I-9 and E-Verify Powered by simplifi-9

Utilize an expanded digital toolkit for I-9 processing and management. Take advantage of automated DHS E-Verify submissions and Audit Trail reports that include a 100% Audit Defense using simplifi-9.

¹ Source: www.linkedin.com/pulse/69-employees-stay-company-3yrs-experience-great-our-tips-rosser

Employee Engagement

Digital Tools That Build Trust, Culture, and Connection



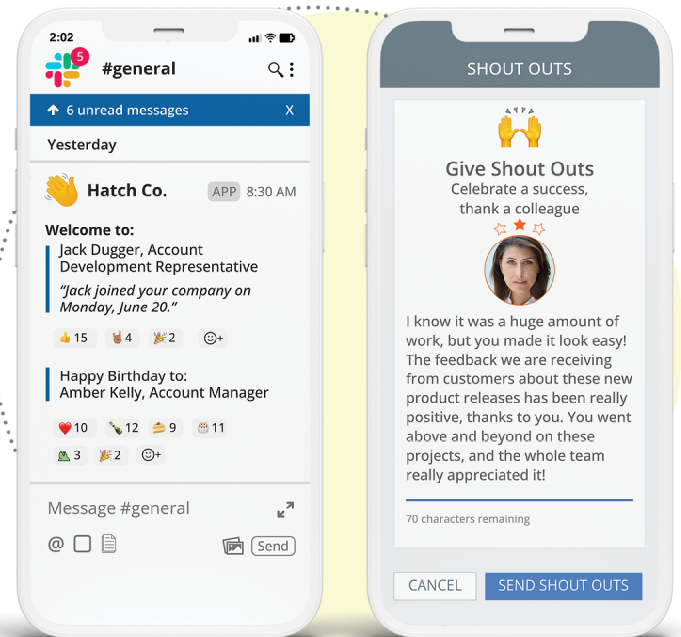
Organizations with highly engaged employees outperform their competitors by 147% in earnings per share.²

Increase Engagement With Real-Time Employee Recognition

85% of US worker say they like to be recognized.³ 69% say they'd work harder if they felt their efforts were better appreciated. Our peer-to-peer recognition tool promotes teamwork, builds culture and celebrates employees' accomplishments.

Never Miss an Employee Milestone

Automatically send employees celebratory messages through the system to commemorate birthdays, anniversaries, and new hire welcomes. Co-workers can chime in to amplify the message and make peers feel especially valued.



Stay Motivators Survey

THIS SURVEY CLOSSES OCTOBER 15

1 My future career path with the company excites me.

I strongly disagree I disagree Neither agree or disagree I agree I strongly agree

Shannon Williams (Score 4.00)

My manager has outlined for me what I need to do to get promoted to the next level, and is giving me projects that will enable me to grow and prove myself.

2 Management acknowledges me and values my input.

I strongly disagree I disagree Neither agree or disagree I agree I strongly agree

Exhibit A

Capture Employee Feedback With Employee Surveys

Track employee morale and increase loyalty by providing employees with a digital vehicle for sharing feedback about work. Quickly create and distribute employee surveys. Use our pre-built surveys to measure employee engagement, and get employee input on DEIB, workplace culture and more.

Create a High-Touch Engagement Strategy

Use ClearCompany's digital platform to frequently and consistently engage and appreciate employees. Give employees many opportunities to be heard and contribute to culture.

² Source: www.gallup.com/workplace/236927/employee-engagement-drives-growth.aspx

³ Source: www.hbr.org/2016/09/why-people-quit-their-jobs

Performance Management

Rethink Your Performance Management System to Support Today's Employee Experience



Choose the employee-first platform that brings automation, pre-built performance review templates, and goal planning and feedback tools to your performance management strategy.

Simplify and Improve Performance Review Cycles for Everyone

- Easily design and customize review cycles, formats, and questions or use our pre-built performance review templates to launch reviews fast.
- Take advantage of our curated review content and best practice recommendations. We offer guides and pre-built review templates within the platform for:
 - » *Semi-Annual & Annual Reviews* » *Quarterly Progress Check-Ins*
 - » *360 Peer Reviews* » *New Hire Reviews*
- Create a seamless review experience for employees. Our system lets employees complete reviews on mobile devices and in their language of choice.
- Automate cycle administration and notifications to increase employee participation and improve HR efficiency.

TYPE	STAGE	DATE
Submitted	Manager Select Reviewers	

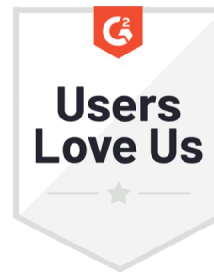
PERFORMANCE REVIEWS		
ClearCompany Pre-Built Performance Review Templates		
Editable cut-of-the-box review templates for every review type		
Semi-Annual Review Template: Non-Exempt Employees	3 Sections, 13 Questions	COPY
Semi-Annual Review Template: Exempt Employees/Individual Contributors	3 Sections, 15 Questions	COPY
Semi-Annual Review Template: Managerial Employees	3 Sections, 15 Questions	COPY
Annual Review Template: Non-Exempt Employees	4 Sections, 18 Questions	COPY
Annual Review Template: Exempt Employees	4 Sections, 20 Questions	COPY
Annual Review Template: Managerial Employees	4 Sections, 20 Questions	COPY
360 Degree Review Template: All Employees	6 Sections, 48 Questions	COPY
New Hire Review Template: Non-Exempt Employees	3 Sections, 10 Questions	COPY
New Hire Review Template: Exempt Employees	3 Sections, 10 Questions	COPY
New Hire Review Template: Managerial Employees	3 Sections, 10 Questions	COPY
Progress Review Template: All Employees	2 Sections, 9 Questions	COPY

Goal Alignment and 1:1 Tools Increase Focus, Collaboration, and Feedback

- Goal planning and weighting tools ensure employees and managers consistently align on priorities, goals, and success metrics.
- Use 1:1 Workspaces to support collaboration between managers and employees or between co-workers and teammates. Updates, action items, and coaching feedback shared during 1:1s are maintained in the system for easy reference.

Exhibit A

An Award-Winning Talent Platform Since 2004



2,500+ Happy Customers

“ClearCompany is so easy to use and there is always someone there to help if you need it. I have loved being on calls to improve our use of ClearCompany. Our contacts are always willing to research solutions and make our lives easier!”

Jana Lewis
Human Resources at Eyemart Express

“ClearCompany is the best kept secret in the applicant tracking and performance management world! We’re benefiting from hiring manager engagement, and tracking of applicants through the hiring process. My previous system did not have all of the bells and whistles that ClearCompany has. It has been a lifesaver.”

Deirdre Hicks
Senior Director of Human Resources at Manus Bio

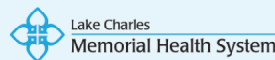


Exhibit A



World-Class Service, Support, and Training for Every Client

Sales & Account Management

Receive strategic guidance from your dedicated Sales Executive and ongoing Customer Success Manager to maximize your efficiency.

Implementation

Receive a personalized project plan and dedicated Implementation Manager for your initial set-up and training.

Technical Support

Get support from in-house support specialists, not call centers. We offer phone, in-app live chat, and email support plus a robust Help Center for self-driven learning.

Training

ClearCompany offers a vast library of easy-to-follow training videos, Help Center articles, FAQs, best practices, and reference resources. All training materials are available on-demand.

Platform Design and Implementation in Four Easy Steps



Scope & Set Up

- Understand Your Requirements and Current Processes
- Define Features and Configuration Needs
- Set Project Timeline

Build & Learn

- Train Your Team
- Build and Configure Each Talent Module
- Deliver Project Milestones on Time

Test & Refine

- Evaluate Workflows and Communications
- Test and Troubleshoot
- Adjust and Refine

Plan & Launch

- Customize Launch Materials
- Activate Platform

ORDER FORM

1 OF 2



Prepared for City of Des Plaines

04 / 03 / 2024

Main Subscriber Contact

Becky Madison
 City of Des Plaines
 1420 Miner St
 Des Plaines, Illinois 60016

Bill To

Becky Madison
 City of Des Plaines
 1420 Miner St
 Des Plaines, Illinois 60016

Subscription Agreement

Prepared by: Jorge Morejon
 Agreement Term: 36 Months
 Subscription Start Date: 5/8/2024
 Billing Start Date: 5/8/2024

Name	QTY	Annual List Price	Annual Sale Price	Annual Discount	Annual Investment
One-Time Services and Fees					
Talent Coach Implementation	1	\$3,500.00	\$3,500.00	-	\$3,500.00
Training Bytes	1	\$1,250.00	\$1,250.00	-	\$1,250.00
Subscriptions					
Talent Management Package	1	\$38,138.00	\$38,138.00	-	\$38,138.00
<i>Advanced ClearText Suite</i>	1	-	\$0.00	-	\$0.00
<i>Recruiter CRM w/ Drip Campaigns</i>	1	-	\$0.00	-	\$0.00
<i>Advanced I-9 & E Verify</i>	1	-	\$0.00	-	\$0.00
<i>Device & Equipment Management</i>	1	-	\$0.00	-	\$0.00
<i>Performance Managment</i>	1	-	\$0.00	-	\$0.00
<i>CSV Payroll Integration</i>	1	-	\$0.00	-	\$0.00
Custom Data Walls	1	\$4,200.00	\$4,200.00	-	\$4,200.00
Year One Discount	1	-	\$0.00	-\$3,545.00	\$0.00
Year Two Discount	1	-	\$0.00	-\$1,816.00	\$0.00

First Year Discount: \$3,545.00

First Year Investment: \$43,543.00

Second Year Discount: \$1,816.00

Second Year Investment: \$40,522.00

Third Year Investment: \$42,338.00

SPECIAL HANDLING INSTRUCTIONS:

- Pricing based on 350 - 400 employee band.
- The subscriber can purchase, at any time, the "AI Assistant (Sourcing, Candidate Matches, Chatbot, Content)" from ClearCompany at the cost of \$5,000/year. *Please reach out to your Customer Success Manager for more information on how to get started.*

Talent Management Platform

A comprehensive, connected talent platform that includes ClearCompany's advanced features for Recruiting, Onboarding, Performance & Goals, Engagement Surveys and Talent Analytics. Includes up to 60 multi-level role-based competencies for use throughout the platform.

Recruiting Features:

Applicant Experience

- Mobile Apply
- Multi-Lingual Applications
- Easy Apply with Glassdoor, Indeed, Monster & ZipRecruiter
- LinkedIn Apply Connect
- Social Sharing Tools
- Beautiful Career Site
- Social/Mobile Career Site

Job Posting Management

- Automated Free and Sponsored Postings
- Requisition Templates
- **Real-Time Salary Benchmarking**
- Automated Requisition Approval Processes
- **AI-Assisted Job Descriptions**
- Discounts on Sponsored Postings
- Management of 8,000 Job Boards
- Custom Source Tracking

Candidate Management

- Closed Loop Email Capture
- LinkedIn RSC (Recruiter System Connect)
- ClearText Candidate Texting
- ClearText Templates
- **ClearText Text-To-Apply***
- **ClearText Bulk Texting***
- Knock Out Questions
- Automated Pipeline Management
- Applicant Auto-Grading
- Workflows by Requisition
- Dispositioning
- Mobile Communications
- Recruitment Marketing Tools
- Passive Talent Sourcing from Current ATS
- Referrals Management
- Digital Offer Letters with Approval Management

Strategic Interviewing

- Automated Competency and Role-Based Interview Guides
- Behavioral Interview Questions
- Mobile-Friendly Interview Packets
- Hiring Team Collaboration Tools
- Automated Scheduling and Integration with Calendars
- Video Interview Screening
- Role-Based Goals and Interview Scorecards

Recruiting Analytics

- Interactive Analytics & Reports
- Executive Dashboards
- Source Reporting
- Application Completion Rates
- Quality of Hire Management
- Modifications to Existing Reports
- Custom Reports (*additional cost depending*)

ClearText

Enable Quick Touch-points

- Candidates prefer low-pressure interactions by text

Accelerate the Process

- Speed up communications and generate faster responses. Over 90% of people open new text messages within 30 minutes!

Make it Personal

- Text candidates to show that your organization is approachable and responsive. You are meeting candidates where they want to be met!

Text-To-Apply

Publicize your openings

- Advertise in high traffic, public areas to increase visibility
- Great for career fairs - make it easy!

Provide an immediate call-to-action

- Let applicants apply by text in seconds right when they see your opening

Widen your net

- Reach hard-to-reach potential applicants who are not at computers

Bulk Texting

Message Many at Once

- Reach up to 100 candidates at one time

Scale Mass Messages

- Send bulk texts for common use cases like reminders and rejections

Leverage Automation

- Dynamic messages auto-adjust for each recipient

Onboarding Features:

- Comprehensive Standard Forms Library
- Tax Forms by State and Province
- Manager & Team Introductions
- E-Signature Acceptances
- Automated Hiring Workflows
- Onboarding Packet Templates
- Electronic Onboarding Packet Delivery
- Quality of Onboarding Measurement
- Modifications to Existing Reports
- Onboarding into Goals
- Hiring Manager Onboarding Initiator Access
- (5) custom forms included
- Additional custom forms are \$100/form
- **Advanced I-9 & E Verify included***

Device & Equipment Management

- Keep track of company devices and office equipment from one place
- Simplify onboarding & offboarding
- Immediately populate your system
- Provision with ease
- Quickly customize and run reports
- Seamlessly add new entries

Performance & Goals Features:

- Anniversary Based Reviews
- 360 Reviews
- Annual/Bi-Annual Reviews
- Check-Ins and Progress Updates
- 30/60/90 Day New Hire Reviews
- Goal-Based Reviews
- Role-Based Reviews
- Competency-Based Reviews
- Shoutouts & Engagement
- 1:1 Workspace
- Automated Workflows
- Intuitive Portals for Employees and Manager
- Customizable Scales, Sections and Questions
- Goal Cascading & Planning
- 9-Box Grid Reporting
- Cycle Completion Reports
- Automated Cycle Notifications and Reminders
- Comprehensive Competency Library
- Private notes

Talent Coach Implementation

Partner with us to unlock your platform's advanced features to grow your talent strategy. Our proven process pairs you with a dedicated Implementation Manager to keep you on track with your organization's goals and timelines.

Includes:

Dedicated Implementation Manager

- Your dedicated implementation manager will help you enable advanced system features.
- Step-by-step guidance through a customized project plan based on your business needs and goals.
- Initial account structure and data setup.

60 Standard Multi-Level Competencies

- Powered by our strategic partners HRSG, you will have access to competencies refined, analyzed and updated over 30 years. These competencies each contain 5 levels, so employees and managers can understand progression

Customer Success

- Strategic partnership from our Customer Success Team.
- Unlimited access to our online Training Center, Technical Help Center and Talent Success University
- Access our Customer Success Team 8am-8pm ET on weekdays.

Also Included with a Related Product Purchase:

- *With Onboarding* - 5 basic forms included during implementation. Additional custom forms post implementation or complex forms available for purchase.
- *With any Integration* - we will work with the integrating partner to build and test your connection, or build a custom .CSV file for you.
- *With Single-Sign-On* - SSO setup and testing.

GENERAL TERMS

Quantities and prices quoted above represent the number of active employees that you have indicated are part of your organization. Should the number of active employees change, or you subscribe to additional services, your prices may increase.

Currency & Tax: Prices above are in U.S. dollars and are exclusive of any sales taxes.

Payment Terms: Invoices shall be processed on the Billing Start Date with Net 60 Day Terms. Payments will be made Annually via Invoice.

Payment via credit card is subject to a 3% fee.

This Order Form and the product and service ordered hereunder are subject to the mutually agreed upon 'ClearCompany Terms and Conditions_FINAL.pdf' located above (the "Terms") entered into as of Subscription Start Date. This Order Form is not effective until it is signed by all parties.

MISCELLANEOUS TERMS

This Order Form, together with any Order Forms previously or subsequently entered into by the parties, and the Terms referenced above, constitute the entire agreement between the parties with respect to the subject matter. By the signature below, Customer represents that it has read, understood, and agrees to be bound by the Agreement.

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

City of Des Plaines	ClearCompany
Signature:	Signature:
Name:	Name:
Title:	Title:
Date: Exhibit A	Date: Page 38 of 61

EXHIBIT B

RESPONSE TO RFP

March 6, 2024
City of Des Plaines, Illinois
Becky Madison
1420 Miner Street
Des Plaines, IL 60016

Statement of Interest:

ClearCompany is pleased to submit this proposal in response to the City of Des Plaines' RFP for a new Talent Management Solution. We are highly interested in partnering with the City to streamline your human resources operations and empower your workforce.

Why ClearCompany?

We are confident that ClearCompany is the ideal solution for the City for several reasons:

- **Comprehensive Talent Management Solution:** Our platform offers a comprehensive suite of tools encompassing the entire employee lifecycle, from recruitment and onboarding to performance management and engagement.
- **Data-Driven Approach:** We provide data-driven insights to help you make informed decisions about your talent strategy and optimize your workforce management.
- **User-Friendly and Mobile-Accessible:** Our platform is user-friendly and accessible on any device, making it easy for employees and managers to stay connected and engaged.
- **Expert-Informed and Supported:** We offer ongoing support and guidance from our team of HR experts, ensuring you have the resources you need to achieve your talent management goals.

ClearCompany has a strong track record of success in the talent management space, serving over 2,600 organizations of all sizes, including municipalities like yours. We are confident that we have the experience, expertise, and resources to meet your specific needs.

We are excited about the opportunity to partner with the City of Des Plaines and help you create a more efficient, effective, and employee-centric talent management system. We are confident that our solution will help you attract, retain, and develop top talent, ultimately supporting the City's mission and goals.

We look forward to the opportunity to discuss our proposal with you in more detail.

Jorge Morejon
ClearCompany
200 Clarendon St, Boston, MA 02116
813-751-6080
jmorejon@clearcompany.com

Brian Campbell
Chief Revenue Officer
Signature *Brian Campbell*
Date 03 / 06 / 2024



Table of Contents:

Executive Summary	3
iv. Vendor Background	4
v. Applicant Tracking System (ATS)	7
vi. Onboarding	11
vii. Performance Evaluation & Management System (PEMS)	13
viii. Security and Data Protection	16
ix. Cost Proposal	19
x. References	21

Executive Summary

ClearCompany is dedicated to helping organizations streamline and optimize their talent management processes. Our integrated platform delivers exceptional results in the key areas of Applicant Tracking, Onboarding, and Performance Management.

- **Applicant Tracking (ATS):** Our AI-powered ATS empowers organizations to attract and hire top talent. We automate repetitive tasks, implement tailored workflows aligned with specific roles, and offer a candidate-centric hiring experience. Key features include:
 - Sourcing tools to expand candidate reach
 - AI matching for faster, more objective shortlisting
 - Enhanced candidate communications for improved engagement
 - Bias-mitigation strategies to promote a diverse and inclusive workforce
- **Onboarding:** Our onboarding solution transforms new hire experiences, fostering immediate engagement and faster productivity. We streamline the process through:
 - Automation of paperwork, including electronic signatures
 - Customized welcome packets tailored to employee roles
 - Pre-start training modules for a knowledge advantage from day one
 - Ongoing task tracking to ensure smooth completion
- **Performance Management:** ClearCompany goes beyond traditional performance reviews. We provide a continuous performance management system focused on employee development. Our solution offers:
 - Simplified goal setting with alignment to broader company objectives
 - 360-degree feedback for a holistic view of performance
 - Skills gap analysis for personalized growth plans
 - Ongoing coaching and check-ins replacing annual reviews

Why ClearCompany?

- **Scalability:** Our platform adapts smoothly from small businesses to large enterprises.
- **Data-Driven Insights:** Real-time analytics empower continuous improvement.
- **Employee-Centric Culture:** We prioritize ease of use for HR teams *and* employees.
- **Exceptional Support:** Our dedication to customer success drives high satisfaction rates.

We're committed to enabling our clients to build exceptional teams that boost organizational success.



iv. Vendor Background:

1. Background of principals working on the implementation and maintenance (resumes are acceptable).

- The ClearCompany project team will include a core staff of two dedicated personnel:
 - A Senior Implementation Manager, and a Senior Customer Success Manager. The project team will also include a flex, allocation of setup, and implementation staff members during peak delivery times of the project. Specific team project team members will be assigned once you sign with ClearCompany.
 - A dedicated Senior Implementation Manager who will program manage the project and account team. Your Senior Implementation Manager has tenured experience here at ClearCompany. You will have access to our implementation staff who will complete scoping, configuration, testing, and roll-out activities. The implementation staff are system experts and project managers.
 - A dedicated Senior Customer Success Manager. Once you are live in your new ClearCompany system your dedicated Sr. CSM will remain on your account to ensure you continue to meet your strategic goals with us. Your dedicated Senior Customer Success Manager has tenured experience here at ClearCompany.
- Below are the backgrounds of the leadership team who will oversee the implementation project team:
 - Barrett Frankel, Director of Customer Success. Barrett has been with ClearCompany for 3 years and oversees the Enterprise Customer Success Team. She will oversee the long-term success strategies executed the Senior Customer Success Manager.
 - Victoria Mariani, Director of Implementation Services. Victoria has been with ClearCompany for 8 years and will ensure that the implementation project has the necessary resources from an implementation standpoint.
 - Dane Bradford, Manager of Implementation Services. Dane has been with ClearCompany for 5 years and manages the Enterprise Implementation Team, including the assigned Senior Implementation Manager for the implementation project. He will be closely involved with the implementation team to ensure a successful project.

2. Recently completed projects of similar size and scope.

- Presidio Trust

- Hausmann Construction
 - 1A Auto Inc
 - Agrofresh
 - Gellert Global Group
 - City of Kings Mountain
 - Chicago Switchboard
 - RehabVisions
 - Didion Inc
 - Brockville General Hospital
 - Integris
3. Duration you have been doing business in this service.
- ClearCompany has been in business since 2004.
4. Is the solution cloud based? If so, are the ATS, onboarding and performance management solution all cloud-based?
- Yes
5. How many customers do you have? How many are municipal clients?
- 2,600
 - 150 municipalities
6. Describe your company's growth in the last 3 years.
- As a company that grows at ~30% per year, we will continue to invest heavily in R&D to provide the best possible talent maximization company on the market.
 - We will continue to grow organically by building in-house products and enhancing our overall platform based on market needs and client suggestions.
 - For the eighth year in a row, ClearCompany has been named one of the fastest-growing private companies in America on the INC 5000 Fastest-Growing Companies!
7. What is your approach towards the future of recruiting, onboarding and/or performance management?
- ClearCompany is always at the forefront when it comes to enhancing the latest and greatest features and functionality when it comes to a full talent maximization platform.
 - We have a product roadmap completed for this year that will provide features to streamline the entire employee recruiting life cycle which can be provided as requested.
8. Explain your strategic roadmap on how you plan to improve your services over the next year.
- The ClearCompany product roadmap is consistently being informed by our customers. Over the past 12 months, we have doubled down on efficiencies in the hiring process to further help our clients land top talent in this competitive market. We have a product roadmap for 2024 with an emphasis on AI, Performance Management updates and onboarding refresh. A full product roadmap can be provided upon request.
9. Why is your solution different from the others?
- Comprehensive Suite of Solutions: ClearCompany offers a comprehensive suite of solutions that cover the entire talent management process, from applicant tracking and onboarding to performance management and offboarding. This means that businesses can use ClearCompany to manage all aspects of their talent management process in one place, rather than having to use multiple solutions from different vendors.
 - User-Friendly Interface: ClearCompany's software is designed with the user in mind. The

interface is intuitive and user-friendly, making it easy for businesses to navigate and use the software effectively.

- **Customizable Features:** ClearCompany's software is highly customizable, allowing businesses to tailor the system to their specific needs. This means that ESG can create workflows, reports, and dashboards that align with their unique talent management process.
- **Strong Customer Support:** ClearCompany has a reputation for providing excellent customer support. ClearCompany offers a dedicated support team that is available to answer questions and provide assistance to customers.
- **Thought Leadership:** ClearCompany is a thought leader in the talent management industry. The company regularly publishes insights, best practices, and research on its blog and in other publications, which can help businesses stay up-to-date on the latest trends and strategies in talent management.

v. **Applicant Tracking System (ATS):** The Proposal must address each of the following questions:

Recruitment setup:

1. Explain your features for approving job openings?
 - A Recruiter or Hiring Manager (client's preference) creates the Requisition through choosing a template, filling in custom fields if needed, and can subsequently go through a designated approval process prior to sending it out to the candidate. The approval process is tracked within the platform and appropriate reporting is to understand the stage of the requisition approval process for each candidate. Approvals or Declines can be done via email or in the system.
2. Does your system maintain job descriptions?
 - Yes.
 - a. If yes, is there an approval workflow available within the system?
 - Yes.
3. Describe the process of posting a job with your system.
 - Client will be able to custom job description, include any internal information regarding the job in the system, and then be able to post out to our automatic job postings.
4. Can your system create a job ad based on the job descriptions?
 - Yes
5. How do we attach a job opening page to our current website? www.desplaines.org
 - ClearCompany is going to provide you with a seamless career page setup, so all requisitions are posted directly to your website.
6. Can we have multiple hiring managers for each role?
 - Yes
 - a. If yes, please describe how the system collaborates between the hiring team members.
 - The hiring team can tag each other in notes on the candidate's profile, can then view interview guide responses (if needed), and share candidates if needed.
 - b. If there are different roles in the hiring process, please describe each role.
 - The client determines the hiring process and who is involved or not.
7. Which job boards (free and paid) does your system integrate?
 - ClearCompany has partnerships with Indeed, Glassdoor, LinkUp, ZipRecruiter, Monster, and LinkedIn. In addition, the client is able to post on any other specific/niche job boards as needed.

External User Experience:

8. How does your system help City personnel communicate with job applicants?
 - Clearcompany provides the City Personnel to email and text job applicants right from the system.
9. How does your system track the communication with the applicants?
 - Everything is tracked within a candidate's profile regarding any communication between applicants and internal users.
10. Does each candidate have a specific profile?
 - Yes.
 - a. Does that profile track each position the candidate has applied?
 - Yes

- b. How are duplicate profiles addressed?
 - Yes
- 11. Do candidates upload their resume and cover letters?
 - Yes.
 - a. If yes, what document formats are acceptable?
 - .doc,.docx,.rtf,.txt,.ascil,.pdf,.html
 - b. If yes, does the system require the applicant to manually complete their work history in the system or does the system read the resume and auto-populate the contents?
 - ClearCompany will parse the resume and auto-populate the contents.
- 12. Can candidates apply without submitting a resume?
 - Yes.
- 13. Can City personnel upload a resume and cover letter manually?
 - Yes.
- 14. If other documentation is required, as defined by the City, can additional documents be uploaded by the applicant? i.e. certifications, education, etc.
 - Yes.
- 15. What does the application process look like from the candidate's perspective?
 - The application process is up to the City to customize the content. The application process is a seamless process for the applicant, meaning they do not need to build out a username or password to start the application. The application is fully mobile-optimized as well.
- 16. Are there provisions within the system to assist people with disabilities?
 - ClearCompany needs more information on the client's end around this.
- 17. Are candidates required to create a login?
 - No, candidates are not required to create a log in. After completing the application, they do have the ability to create a login if they choose to.
 - a. If yes, is there a feature that allows the applicant to reset the password on their own?
 - b. If yes, what level of support is available to the applicant to troubleshoot login issues?
- 18. Can the hiring manager contact the applicant directly?
 - If the client wants to have hiring managers be able to contact the applicant directly, then yes.
 - a. If yes, is that messaging tracked and viewable to system administrators?
 - Yes.

Internal User Experience:

- 19. Describe how the hiring team reviews uploaded resumes and cover letters. Does it require the user open up the document in Adobe or Word? Does it open directly in your system?
 - Resumes will be fully embedded onto a candidate's profile. No need for the resume to be downloaded.
- 20. Does your system provide an offer letter approval process?
 - Yes
- 21. Can HR send offer letters via your system?
 - Yes.
 - a. If yes, does the system allow candidates to accept and sign their offer letter directly in the system?
 - Yes.
- 22. Does your system offer templates for job postings, email communications to applicants, etc.?
 - Yes.

23. What does the hiring process look like from a hiring manager's perspective?
- ClearCompany is a permission-based system that allows clients to configure their accounts to provide Hiring Managers with essential and necessary information. This ensures that Hiring Managers are concentrating on their requisitions and their candidates to effectively move candidates through the hiring process as quickly as possible.
24. Please describe how permissions are set up.
- Permissions are set up per user. HR Admins are able to assign permissions however they would like.
25. Does the software perform a match or keyword search of the job description to resumes or otherwise provide an auto-generated preliminary assessment/ranking of candidates?
- Yes.
26. Can candidates be flagged on the system for consideration for future openings if they are not selected for the specific position?
- Yes.

Integration/Reporting

28. Does your software integrate with Tyler Technologies, New World product? a. If yes, please provide an example of a successful integration.
- ClearCompany does not have a direct API integration with Tyler Technologies, but ClearCompany does have an open API. ClearCompany also has the ability to export any data from the ClearCompany platform and map it to Tyler Technologies via file transfer, as long as Tyler Technologies has a way to accept the data.
29. Can we send candidates open interview slots via the system?
- Yes.
 - a. If yes, does it integrate with our O365 calendars?
 - Yes.
30. Does your system work on mobile devices both Android and iOS?
- Yes.
 - a. If yes, are they required to download an application to complete a resume?
 - No app is required.
31. What report and analytics does your system offer?
- ClearCompany offers 120+ standard reports, to name a few from Time to Hire, Time to Fill, EEO, Sources, etc.
32. What attributes can we run reports (e.g. by position, department, vacancies, etc.)
- Clearcompany allows Clients to filter by standard filters (position, department, etc) and custom filters based on the client's needs.
33. Does your system support custom reporting? If yes, can we run custom reports on our own?
- Clearcompany does support custom reporting. Custom reporting is built by ClearCompany's internal team.

Implementation

34. What is your company's implementation procedure?
- Kickoff (within 1 week of contract signature). The ClearCompany and client teams meet on a formal, 1-hour call. Stakeholders are identified, current processes discussed, project goals and timelines agreed upon, set up assets requested.
 - Configuration (1-2 weeks). Client provides all existing Recruiting and Onboarding assets to the

ClearCompany implementation team and any other needed integration requirements.

- Recruiting, Onboarding, and Performance (4-6 weeks each). The client will be assigned learnings through ClearCompany's Learning Management System (LMS) to learn the system's fundamental functionality. Each lesson will show the functionality of the system, beginning with recruiting. Implementation calls will be used to clarify questions of functionality and confirm process flow in the system. The system will be tested from both an administrator and candidate perspective, and slight configuration adjustments will be made as needs are identified.
- Rollout/Go-Live (1-2 weeks). Training needs will be assessed and delivered, go-live date with a cutover schedule will be defined. After go-live, the client has up to 2 post-go-live calls with their Implementation Manager to address questions and stabilize the system.
- Formal Wrap-up. The Implementation Manager will formally step back, handing over your account to your Customer Success Manager and Technical Support teams as points of contact moving forward."

35. How long does it typically take to fully implement your system?

- 4 to 6 weeks per module

36. What actions will you take to migrate data from our existing system, NeoGov.

- City will provide the ClearCompany implementation team with a CSV file from NeoGov and ClearCompany will upload data into the system

37. What training do you provide during the implementation period?

- Outside of your calls with your Implementation Manager, we offer the following training:
 - Training Bytes - Custom bite-sized training tutorials for ClearCompany users built as a step-by-step guide on system functionality and workflows
 - Webinars - Custom webinars developed for ClearCompany users, Hiring Managers, or Administrators based on your processes.
 - Learning Center - A ClearCompany-built center for all learning and development for any ClearCompany user to reference
 - Help Center - ClearCompany built a resource for clients to reference FAQs
 - a. Is there specific training for both super users and hiring managers?
 - Yes
 - b. What training materials do you offer? How often are they reviewed/updated?
 - See above. Our learning team is updating the training materials on an as-needed basis.

38. What level of support do you offer after implementation?

- Once you "go live" your primary strategic point of contact becomes the Customer Success Manager. For tactical inquiries we also have a multiple-tiered CSS team, that is available via phone, email, and online chat to help with questions about the platform itself. You will also be assigned a dedicated Account Manager. Your Senior Account Manager will ensure you are getting

the most from your investment. They will partner with you on growth initiatives and business planning activities.

39. Describe the issue escalation procedure during implementation and after implementation.
- Our Tier 1 support team handles initial ticket requests and if necessary, we escalate them internally to our Tier 2 team.
40. What are the specific implementation tasks and responsibilities performed by your company versus those that would be required of the City?
- The majority of the work will be performed by ClearCompany. The City will be tasked with providing us documentation to upload into the system for the build-out along with completing the required training. The estimated time per week dedicated to the implementation would be 2-3 hours per week. See the Implementation plan in the appendix.

Security and Data Protection

Please see section viii for questions related to security and data protection. These questions must be answered if you are proposing Applicant Tracking, Onboarding and/or Performance Management systems.

vi. Onboarding

Note: The City will only consider an onboarding application accompanied by an ATS. It cannot be a standalone product. It can be a separate module of the ATS system.

1. Describe the process of moving an applicant from the conditional offer stage to the onboarding stage in your system.
 - Once an Offer Letter is accepted, the candidate can automatically be moved to the Accepted workflow stage, where the team can then initiate the onboarding process right within the candidate's profile or onboard multiple candidates at once.
2. Is there a landing page for the candidate that is customizable to the City?
 - Yes.
3. Is there an area for City related documents?
 - Yes.
4. Can we upload photos and videos to the onboarding landing page (if applicable)?
 - Yes
5. How are forms created in your onboarding system?
 - Forms can be created however the client would like. E-fillable, acknowledgment, and upload type of forms to name a few.
 - a. Are they customizable?
 - Yes.
 - b. Are they editable once implemented?
 - Yes.
 - c. Are there templates available? If yes, are the templates customizable?
 - ClearCompany provides some templates. Templates are not customizable.
 - d. Are Federal and State standard forms available for use? (i.e. tax forms and i9). If yes, what is the process of updating the forms when a new form is released?
 - Yes. ClearCompany will update the forms and it will be shown in the system automatically.
6. Describe the process of setting up a candidate for onboarding. Is there a checklist? If so, can multiple checklists be maintained depending on the requirements of the position category? If not, how does the candidate know what to complete?
 - Yes, there is a candidate checklist that the client gets to customize based on their needs. Yes, there can be multiple checklists.
7. How does the system notify the candidate that there are tasks to complete in the onboarding program?
 - Via email.
8. How often does the system remind the candidate that they have open tasks?
 - Past Due reminders are sent every day until the candidate completes the tasks. Client sets the due date per task.
9. If the candidate backs out, what is the cancellation process?
 - Onboarding Coordinator and cancel the onboarding packet by a simple button.
10. What is your company's implementation procedure?
 - See Section V 34
11. How long does it typically take to fully implement your system?
 - See Section V 35
12. What actions will you take to migrate data from our existing system, NeoGov.
 - See Section V 36
13. What training do you provide during the implementation period?

- a. What training materials do you offer? How often are they reviewed/updated?
 - See Section V 37
- 14. What level of support do you offer after implementation?
 - See Section V 38
- 15. Describe the issue escalation procedure during implementation and after implementation.
 - See Section V 39
- 16. What are the specific implementation tasks and responsibilities performed by your company versus those that would be required of the City?
 - See Section V 40
- 17. Does your system integrate with Laserfiche?
 - ClearCompany does not have a direct API integration with Laserfiche but with that being said, ClearCompany does have an open API.
 - ClearCompany has the ability to export any data from the ClearCompany platform and data map it to Laserfiche via a file transfer. As long as Laserfiche has a way to accept the data, we can map to it. A CSV file integration does require manually downloading and uploading the file, however we can do it more automated via an SFTP (Secure File Transfer Portal) again with the assumption that Laserfiche system can tap into an SFTP.

Security and Data Protection

Please see the section viii for questions related to security and data protection. These questions must be answered if you are proposing Applicant Tracking, Onboarding and/or Performance Management systems.

vii. Performance Evaluation & Management System (PEMS)

NOTE: The City will consider a performance evaluation and management system that is separate and apart from the ATS/Onboarding system if it is the best fit. However, it is our preference to have one program for all three applications.

General Information

1. Does the system track, monitor and calculate scores (if desired) as part of an evaluation process? If so, explain.
 - Yes. Scores/Scales and Weighting are customizable and up to the client to customize.
 - a. If yes, is it suitable for an organization that processes approximately 360 employee performance evaluations annually?
 - Yes
 - b. If yes, does the system allow the evaluation date to be setup by employee hire or promotional date?
 - Yes
2. Does the system produce reports that can assist HR in identifying incomplete, in progress and not submitted evaluations?
 - Yes.

User Experience

3. Describe how your system provides employee performance tracking from both the employee and supervisor perspective.
 - ClearCompany allows for a customizable performance workflow process that allows for both employees and supervisors to complete the reviews. In addition, employees have their own performance dashboard that shows all performance history. Supervisors will have a team dashboard where they can see their team's performance individually.
4. Does the system allow employees to submit self-evaluations?
 - Yes
 - a. If yes, is there a template and if so, is that template customizable by department or position?
 - Yes.
5. Does the system track performance on an ongoing basis or just from an annual performance evaluation standpoint?
 - Yes. ClearCompany allows tracking performance on an ongoing basis, based on the client's needs.
 - a. Does your system offer goal tracking?
 - Yes.
6. Is there an approval workflow process before an evaluation is finalized?
 - Yes.
 - a. Does it have the ability to apply signatures from multiple supervisors and the employee?
 - Yes.
7. Can the employee have more than one supervisor assigned to their profile?
 - Employees can only have one supervisor assigned to their profile.
8. How do employees login?
 - ClearCompany credentials or SSO.
 - a. Is there a way to integrate with single sign-on or does it require a separate

- username/password?
 - SSO is supported.
- b. If a password is forgotten, how can the employee reset their password?
 - By a quick Reset Password button on the login screen. HR Admins can also do this for employees if they decide to do so.
- 9. The City currently uses multiple performance evaluation forms that are all Word-based. They are specifically designed by union group.
 - a. Is your system able to support evaluation type by position?
 - Yes.
 - b. Describe the level of customization available for evaluations.
 - ClearCompany is highly customizable.
- 10. Please describe how permissions are set-up.
 - Permissions are set up per user profile.
- 11. What is your company's implementation procedure?
 - See Section V 34
- 12. How long does it typically take to fully implement your system?
 - See Section V 35
- 13. What actions will you take to migrate data from our existing system, NeoGov.
 - See Section V 36
- 14. What training do you provide during the implementation period?
 - a. Is training differentiated between super-users, supervisors and employees?
 - b. What training materials do you offer? How often are they reviewed/updated?
 - See Section V 37
- 15. What level of support do you offer after implementation?
 - See Section V 38
- 16. Describe the issue escalation procedure during implementation and after implementation.
 - See Section V 39
- 17. Does your system integrate with Laserfiche?
 - a. If yes, please provide an example of a successful integration.
 - ClearCompany does not have a direct API integration with Laserfiche but with that being said, ClearCompany does have an open API.
 - ClearCompany has the ability to export any data from the ClearCompany platform and data map it to Laserfiche via a file transfer. As long as Laserfiche has a way to accept the data, we can map to it. A CSV file integration does require manually downloading and uploading the file, however we can do it more automated via an SFTP (Secure File Transfer Portal) again with the assumption that Laserfiche system can tap into an SFTP.
- 18. What are the specific implementation tasks and responsibilities performed by your company versus those that would be required of the City?
 - See Section V 40

Security and Data Protection

Please see the section viii for questions related to security and data protection. These questions must be answered if you are proposing Applicant Tracking, Onboarding and/or Performance Management systems.

viii. Security and Data Protection

1. What are your security standards/certifications?
 - ClearCompany is a SOC 2 Type I and Type II certified company and completes this audit on an annual basis.
2. How do you protect your system from illegal access?
 - Clients can customize 2FA, password policy, and session timeout.
Physical access process has been developed by ClearCompany to ensure preventative and detective measures in place to provide physical and environmental safeguards for office spaces. ClearCompany offices are secured against unauthorized physical access and procedures for managing visitors are also implemented. Privileged access to the physical access control system is limited to members of the Information Security Team. All infrastructure and customer data is stored in AWS data centers. Backup media is also housed at AWS. To ensure appropriate physical security and environmental protections are maintained by AWS, ClearCompany reviews SOC reports covering the AWS locations and services utilized by ClearCompany. ClearCompany office locations do not house any computer equipment for central storage of customer or confidential data. There is no data center or computer room currently in any ClearCompany office.
3. Data collected and maintained by the vendor must be secured with access by pre-approved City of Des Plaines employees and applicants only. Data and information relating to City business cannot be used by anyone other than for conducting business with the City of Des Plaines.
 - Only approved users will be allowed to access the data. The city will provision users and their designated permissions.
4. Are passwords encrypted for both employees and applicants (if applicants are required to have a username and password).
 - Yes
5. Is security access setup at a function-level (some features may only be applicable to directors or supervisors).
 - Yes
6. Provide a list of third parties that can access the City's data.
 - AWS (Amazon Web Services): Why and how data is used: Server and network infrastructure
 - Twilio: Why and how data is used: Text Messaging (North America only)
 - Ziggeo: Why and how data is used: Video Interviewing
 - Zendesk: Why and how data is used: Help Desk, Knowledge Center, Live Chat
 - Postmark: Why and how data is used: Email communications
 - Modulus Data: Why and how data is used: API integrations to Payroll/HRIS providers
 - Sisense: Why and how data is used: Reporting center
 - Snowflake: Why and how data is used: Components that powers reporting and analytics
 - Rivery: Why and how data is used: Component of reporting center
 - FlatFile: Why and how data is used: Importing tool
 - Pendo: Why and how data is used: In-App Messaging

7. Provide a copy of procedures for regulating access to the data.
- ClearCompany has implemented role-based security to limit and control access within the ClearCompany software platform and any system that houses customer or confidential data. Employees are granted logical and physical access to these systems based on documented approvals by appropriate management personnel.

All employee access is documented, and approvals from the CTO and ISO are recorded for any additions or modifications to existing access rights. User access is reviewed annually both via the review of the access list and audits of existing system ACL's.

Permission to create or modify user access is restricted to authorized development operations personnel and the CTO. Unique user identification numbers, names and passwords are required to authenticate all users to the ClearCompany software platform, infrastructure and business systems. Multifactor authentication ("MFA") is in place that requires users to have two factors to authenticate access to the remote cloud environment console and root account, one being a password or encryption key. Passwords have complexity requirements and expiration settings that fit the classification of data contained within the system.

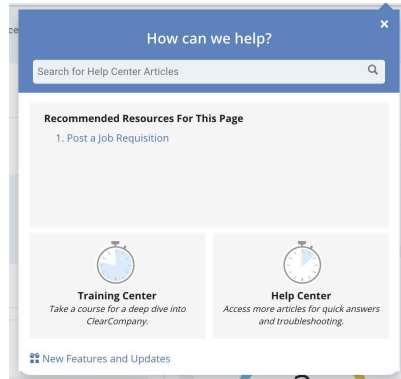
When an employee is terminated, Operations notifies development operations through initiation of the off-boarding process. Steps include revocation of all system access and wiping of the terminated employee's workstation. Off-boarding forms are signed off by the ISO and the Operations team lead.

8. Provide data back-up schedules.
- Backups of AWS production databases are completed on a bi-hourly basis.
9. The selected vendor must assure the City that they will have regular and predictable access to their data, applications, and modules. The vendor must have a method of providing continued operations for the City if the vendor's operations are suddenly shut down. Please provide details about these controls.
- Production server configurations are backed up either daily or monthly to different AWS regions depending on the needs of the specific system. Backups are in the form of AWS snapshots and Amazon Machine Images (AMI). The database runs several real-time replication nodes, and an AWS snapshot is taken nightly and stored in US-East-2, offsite from the main database. Git is used as a source code repository. The source code repository is backed up nightly and, because of the distributed nature of Git, every developer also has a copy. Backups are handled through scripts using AWS tags. To add a system to a backup tool, a backup tag is placed on the AWS instance and the backups are Automated.

ClearCompany has distinct business continuity and disaster recovery plans in place and runs tabletop exercises on an annual basis to ensure all key stakeholders are familiar with the actions that should be followed if such a qualifying event were to take place. These policies are reviewed and updated annually.

10. Does the system provide a detailed audit trail of all adds/moves/and changes?
- No
11. How does your company communicate system-wide updates?

- Monthly product releases & weekly updates are communicated via the Help Center & email.
 - a. Are update release notes provided to customers? If so, provide a copy of what they look like.
 - Release notes are available in the help center.



Help Center > Latest Features & Improvements Hub > 2024

February 2024 - Release

Follow

Articles in this section

> February 2024 - Release



Juan Burgos
Edited Monday at 09:18

Welcome to the February 2024 Product Release Bundle! ClearCompany's software releases provide you with a regular stream of powerful features and useful enhancements, complete with all of the resources you'll need to make the most out of these amazing new tools. Continue reading to learn more about what's new.

Enhancements:

[Indeed Job Feed Enhancements](#)
[Paylocity System of Record \(SoR\) Integration](#)
[UKG Ready System of Record \(SoR\) Integration](#)
[Job Postings: 1-to-Many Locations](#)

Indeed Job Feed Enhancements

ClearCompany allows your job postings to be sent to Indeed. We are always improving the information we send to Indeed to improve the visibility of your job postings. In this feature bundle, We have added additional fields that can be sent to Indeed, those fields are:

- 1 Job Feed Email Address
- 2 Salary Range
- 3 Job Type



- b. Are the System updates and patches performed during off-hours to ensure minimal downtime disruption?

- System updates are done during off-hours (2:00 am EST on Wednesdays).
12. Access to the system must be secured by enforcing strong passwords and Multifactor Authentication call or text (preference paid to Microsoft Authenticator or Google Authenticator applications)
- Unique user identification numbers, names and passwords are required to authenticate all users to the ClearCompany software platform, infrastructure and business systems. Multi-Factor authentication ("MFA") is in place that requires users to have two factors to authenticate access to the remote cloud environment console and root account, one being a password or encryption key. Passwords have complexity requirements and expiration settings that fit the classification of data contained within the system.
13. At any time, the City must be able to export the entirety of its data in a nonproprietary format (Excel, SQL DB, etc.).
- Yes, can be done

ix. Cost Proposal

First-Year Pricing Details

Product Name	Quantity	Annual Sale Price	Total Investment
One-Time Services & Fees			
Talent Coach Implementation	1	\$3,500	\$3,500.00
Training Bytes (Optional)	1	\$1,250	\$1,250.00
Subscriptions			
Talent Management Package (Bundled Pricing)	1	\$34,593	\$34,593.00
<i>Advanced ClearText Suite</i>	1	-	-
<i>Recruiter CRM w/ Drip Campaigns</i>	1	-	-
<i>Advanced I-9 & E Verify</i>	1	-	-
<i>Device & Equipment Management</i>	1	-	-
<i>Performance Management</i>	1	-	-
<i>CSV Payroll Integration</i>	1	-	-
Standalone Pricing (A la carte)	-	-	-
Appliant Tracking System	1	\$24,984	\$24,984.00
Onboarding	1	\$11,531	\$11,531.00
Performance Management	1	\$15,374	\$15,374.00
Total Y1 Investment - Bundled			\$39,343.00

Second-Year Pricing Details

Product Name	Quantity	Annual Sale Price	Total Investment
One-Time Services & Fees			
Talent Coach Implementation	1	-	-
Training Bytes (Optional)	1	-	-
Subscriptions			
Talent Management Package	1	\$34,593	\$36,322.00
<i>Advanced ClearText Suite</i>	1	-	-
<i>Recruiter CRM w/ Drip Campaigns</i>	1	-	-
<i>Advanced I-9 & E Verify</i>	1	-	-
<i>Device & Equipment Management</i>	1	-	-
<i>Performance Management</i>	1	-	-
<i>Payroll CSV Integration</i>	1	-	-
Standalone Pricing (A la carte)	-	-	-
Appliant Tracking System	1	\$24,984	\$26,233.00
Onboarding	1	\$11,531	\$12,107.00
Performance Management	1	\$15,374	\$16,142.00
Total Y2 Investment - Bundled			\$36,322.00

Third-Year Pricing Details

Product Name	Quantity	Annual Sale Price	Total Investment
One-Time Services & Fees			
Talent Coach Implementation	1	-	-
Training Bytes (Optional)	1	-	-
Subscriptions			
Talent Management Package	1	\$34,593	\$38,138.00
<i>Advanced ClearText Suite</i>	1	-	-
<i>Recruiter CRM w/ Drip Campaigns</i>	1	-	-
<i>Advanced I-9 & E Verify</i>	1	-	-
<i>Device & Equipment Management</i>	1	-	-
<i>Performance Management</i>	1	-	-
<i>Payroll CSV Integration</i>	1	-	-
Standalone Pricing (A la carte)	-	-	-
Appliant Tracking System	1	\$24,984	\$27,544.00
Onboarding	1	\$11,531	\$12,712.00
Performance Management	1	\$15,374	\$16,949.00
Total Y3 Investment - Bundled			\$38,138.00

x. References

Agency Name: Town of Barnstable, Massachusetts

Address: 367 Main Street

City, State, Zip Code: Hyannis, MA 02601

Telephone Number: 508-862-4692

Contact Person: Tammy Cunningham - Asst. Director of HR

Dates of Service: 2/22/2017 - Present

Project Description: Applicant Tracking, Texting Suite, Onboarding, Background Checks

Project Size and Cost: 680 Employees - \$55,000

Agency Name: Town of Ashland, Massachusetts

Address: 101 Main Street

City, State, Zip Code: Ashland, MA 01721

Telephone Number: 508-881-0100

Contact Person: Katherine Bird - Director of HR

Dates of Service: 6/3/2017 - Present

Project Description: Applicant Tracking, Onboarding

Project Size and Cost: 213 Employees - \$18,000

Agency Name: Borough of Chambersburg, Pennsylvania

Address: 100 South Second Street

City, State, Zip Code: Chambersburg, PA 17201

Telephone Number: 717-251-2461

Contact Person: Sophia Suarez - Diversity Outreach and Employment Manager

Dates of Service: 1/24/2020 - Present

Project Description: Applicant Tracking, Texting Suite, Onboarding, Performance, Engagement Surveys, Background Checks

Project Size and Cost: 250 Employees - \$28,000

Signature Certificate

Reference number: BXZBL-Z2LKS-UVTBD-ZVERB

Signer

Timestamp

Signature

Brian Campbell

Email: bcampbell@clearcompany.com

Sent:

06 Mar 2024 16:14:08 UTC

Viewed:

06 Mar 2024 16:57:20 UTC

Signed:

06 Mar 2024 17:00:59 UTC



Recipient Verification:

✓ Email verified

06 Mar 2024 16:57:20 UTC

IP address: 75.67.138.223

Location: Duxbury, United States

Document completed by all parties on:

06 Mar 2024 17:00:59 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.





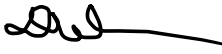

POLICE DEPARTMENT

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

MEMORANDUM

Date: May 6, 2024

To: Dorothy Wisniewski, City Manager

From: Dave Anderson, Chief of Police 
 Becky Madison, Director of Human Resources 

Subject: Approval of a professional services award to I.O. Solutions for the provision of the 2024 Sergeant examination and assessment center services in the total amount of \$46,025.00.

Issue: On June 9, 2024, the current Sergeants’ Promotion List will expire. To ensure an active list is available prior to the expiration of the current list, the City of Des Plaines Police Department has selected the use of the incumbent vendor, I.O. Solutions to provide the same services utilized in 2021. The authority to create a new list belongs to the Board of Fire and Police Commissioners (BFPC), who under Chapter IV Section 1 of their Rules and Regulations, are required to conduct a written test and Assessment Center for the purpose of rating eligible candidates. The BFPC has historically utilized I.O. Solutions to conduct and administer the test and assessment center.

Analysis: Due to the BFPC and Police Department preference, the Police Department sought the quote provided in Exhibit A. I.O. Solutions services include a virtual orientation session, the proctoring of the job knowledge examination, and the development and facilitation of an off site assessment center. Pursuant to the City’s Purchasing Policy, we can confirm that these services require a high degree of professional skill where knowledge, skills and ability of the provider play a vital role in the success of the lists creation. Based on the BFPC’s historical preference and I.O. Solutions being highly qualified to provide the services, they were the only vendor approached by the Police Department for the scope of work. The quote totaling \$46,025.00 is reasonable for the level of service provided.

Recommendation: The Police Department recommends that the City Council approve Resolution R-96-24 approving the professional services provided by I.O. Solutions in the total amount of \$46,025.00.

Attachments:

- Resolution R-96-24
- Exhibit A: I.O. Solution’s Quote

CITY OF DES PLAINES

RESOLUTION R - 96 - 24

A RESOLUTION APPROVING THE PROCUREMENT OF POLICE DEPARTMENT PROMOTIONAL ASSESSMENT AND TESTING SERVICES FROM INDUSTRIAL ORGANIZATION SOLUTIONS, INC.

WHEREAS, the City Police Department (“*Department*”) and the Board of Fire and Police Commissioners identified the need to retain a consultant to conduct the sergeant assessment and testing promotion process for the Department (“*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 Services does not require competitive bidding because the Services require a high degree of professional skill and judgment where the ability or fitness of the individual plays an important part; and

WHEREAS, Industrial Organizational Solutions, Inc. (“*Consultant*”) has provided the Services to the City in the past to the City’s satisfaction; and

WHEREAS, the City desires to procure the Services from Consultant during the 2024 fiscal year in the not-to-exceed amount of \$46,025.00, in accordance with the quote attached to this Resolution as *Exhibit A* (“*Quote*”); and

WHEREAS, the City Council has determined that is in the best interest of the City to approve the procurement of the Services from Consultant as set forth in this Resolution;

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 PROCUREMENT. The City Council hereby approves the procurement of the Services from Consultant in an amount not to exceed \$46,025.00 during the 2024 Fiscal Year in accordance with the Quote.

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the City Council.

[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

Des Plaines Custom Sergeant Exam and Assessment

Estimate based on 40 candidates

Project Step	Consultant Hrs.	Consulting Assoc. Hrs.	Tech. Wrtr. Hrs	Admin. Hrs.	Cost
Written Job Knowledge Examination	8	19	50	2	\$8,605
Work with SMEs to develop an examination plan that is linked to the job description, and select appropriate knowledge sources.	4				
Draft 125 multiple choice questions based on exam plan.	4		50		
Review questions with SMEs to assess job-relatedness and difficulty. Identify final 100 questions and establish appropriate cut-off score.		8			
Administer exam on-site.		5			
Score exam.		1		2	
Assist in designing/coordinating appeals process and respond to candidate appeals.		5			
Assessment Center Development	70	51	0	4	
Design three assessment center exercises based on input from SMEs, including candidate preparation materials, scripts, and rating criteria/guidelines.	33	6			
Review exercises with SMEs to refine exercise details and ensure accuracy of criteria.	3				
Develop efficient assessment schedule and coordinate needs for assessment site.	1				
Recruit assessors (estimated 9 assessors to create 3 panels)		6			
Administer the assessment center (estimated 5 candidates: 4 days, 2 staff)	32	32			
Compile assessment scores and conduct quality controls.	1	3			
Develop candidate feedback reports.		4		4	
Virtual Candidate Orientation Presentation	4	0	0	0	\$920
Prepare and supply a virtual candidate orientation. Set up a Q&A submission and respond to candidate questions.	4				
Project Expenses					\$14,375
Assessor per diem (9 assessors @ \$350/day)		\$12,600			

Actor cost (1 actor for 4 days)	\$1,700	
Administrative costs (shipping, freight, printing)	\$75	
TOTAL PROJECT INVESTMENT		\$46,025

Schedule of Hourly Rates - IOS 2023

Category	Rate
Consultant/Industrial Psychologist	\$230/hour
Consulting Associate	\$115/hour
Technical Writer	\$90/hour
Administrative Assistant	\$40/hour

Project Notes



CITY MANAGER'S OFFICE

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5488
desplaines.org

MEMORANDUM

Date: April 9, 2024
To: Aldermen of the City Council
From: Mayor Andrew Goczkowski AG..
Subject: Appointments/Reappointments

Appointments

Expires

Library Board of Trustees
Robert Flinn

7/17/2026

Re-Appointments

Board of Fire & Police Commissioners
D. Michael Albrecht

4/30/2027

From: Andrew Goczkowski
Sent: Tuesday, April 9, 2024 10:36 AM
To: Dorothy Wisniewski
Subject: Fwd: Consideration for Library Board
Attachments: Robert Flinn resume.pdf

Get [Outlook for iOS](#)

From: Robert Flinn
Sent: Tuesday, February 20, 2024 6:20 PM
To: Andrew Goczkowski
Subject: Consideration for Library Board

Dear Mayor Goczkowski,

I hope this message finds you well. I am writing to express my sincere interest in serving on the Des Plaines Public Library Board. As a resident who deeply values community involvement, I am eager to contribute to the continued success and growth of our award-winning library.

My partner and I chose to relocate to Des Plaines for its strong sense of community, and the library has played a pivotal role in fostering that connection. Personally, I have found the library to be an invaluable resource. Whether it's utilizing the study rooms for remote work, using the computers for printing and daily tasks, or exploring the vast collection of materials, I am constantly reminded of the vital role the library plays in our community.

I firmly believe that the library should be a welcoming space for all members of our community, providing access to resources and opportunities for personal growth and enrichment, and if selected as a board member, this will be one of my guiding principles.

I have attached my resume for your review. Thank you for considering my application. I am eager to contribute my time and energy to ensure that the Des Plaines Public Library continues to thrive as a cornerstone of our city.

Sincerely,
Robert Flinn



Contact



Education

B.A. Political Science
Western Illinois University
December 2011

Community involvement

- Bike and Walk Des Plaines
- Seeking additional opportunities

Robert Flinn

Experience

M3 Marketing, LLC

August 2021 - present

Partner

- Co-founded M3 Marketing, LLC, delivering marketing and communication services.
- Utilized marketing channels such as email, social media, and print advertising to amplify messaging and reach target audiences effectively.
- Managed end-to-end marketing campaigns, including planning, execution, and performance tracking.

Contract lobbyist

November 2019 - present

- Advocated for client interests.
- Conducted in-depth policy analysis to identify potential impacts.
- Served as liaison between client and local elected officials.

TELUS Health

May 2019 - present

Marketing specialist

- Created campaigns and materials that helped people around the world access mental health services.
- Spearheaded collaborative efforts between marketing, sales, and product development teams to launch and improve product marketing initiatives.
- Created compelling messaging and positioning for products, tailored to various customer segments.
- Analyzed key performance indicators (KPIs) and marketing metrics to measure the effectiveness of marketing initiatives and optimize strategies for continuous improvement.

From: [Andrew Goczkowski](#)
To: [Dorothy Wisniewski](#)
Subject: Fwd: Board of Police and Fire Commission
Date: Tuesday, April 9, 2024 10:36:04 AM

Get [Outlook for iOS](#)

From: dmialb@ .net
Sent: Tuesday, April 9, 2024 10:30 AM
To: Andrew Goczkowski
Cc: Dorothy Wisniewski
Subject: Board of Police and Fire Commission

Mr Mayor, my term for the Board of Police and Fire Commission expires on April 30, 2024. I would greatly appreciate your consideration for reappointment to the Board. Thank you for consideration in this manner.

Sent from my iPhone



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: April 4, 2024
To: Dorothy Wisniewski, 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: Disposal of City Vehicles/Equipment - Obenauf Auction Service

Issue: The City has a surplus of vehicles and equipment due to the purchase of replacements and maintaining right sizing of the City fleet. The vehicles/equipment have reached their useful life and are no longer of use to the City's departments.

Analysis: The Public Works and Engineering Vehicle Maintenance Division has evaluated the existing fleet and has compiled the attached list of 14 vehicles/equipment that are no longer of use to the City.

Utilization of the online auction allows us to manage our own web listings and retain the vehicles/equipment at the Public Works facility. These vehicles do not have to be delivered to a remote location which frees up staff time.

Recommendation: We request authorization from the City Council to dispose of the listed vehicles/equipment through Obenauf Auction Service, Inc., 810 Magna Drive, Round Lake, IL 60073.

Attachments:

Attachment 1 – Obenauf Auction Services Consignment Form
Ordinance M-6-24
Exhibit A - Auction List of Vehicles and Equipment

Form to Consign an Item
to the Obenauf Auction Service "OnLine" Auction Website
www.ObenaufAuctionsOnLine.com

To list your item on this site - email all information to: Auctionjim@comcast.net

NAME OR COMPANY:

FULL ADDRESS:

PHONE NUMBER(S):

EMAIL ADDRESS:

CONTACT PERSON:

~ Complete Description ~

Description

Type in complete description (**SAMPLE DESCRIPTIONS BELOW**)

1

2019 Ford Police Utility Interceptor (Explorer) AWD, VIN: 1FM5K8AR8KGB44056 (88,423 miles), shadow black, 4 door, 3.7L gas, 6 speed auto overdrive trans, dual exhaust, 220 amp alternator, police 4 wheel antilock disc brakes, HD suspension, 18 inch wheels, backup camera displays in center stack, air bags, traction control, Advancetrac roll stability control, reverse sensing system, tire pressure monitoring system, privacy glass, dual power heated mirrors, am/fm radio with CD/MP3 player, Sync voice activated system, cruise control, power steering with EPAS, 1 touch power windows, power door locks, adjustable pedals, a/c, tilt steering wheel, 6-way power driver's seat with lumbar, engine block heater, noise suppression bond straps, ebony cloth front bucket seats, ebony 60/40 split vinyl rear seat, easy fuel capless filler, red/white dome light, driver's side spot lamp, Body has scratches and dings, driver's door panel has a split in the upholstery All police emergency lighting has been removed or disconnected. Engine and transmission good. Well maintained. Municipal vehicle sold as is.

Start @ \$500 Reserve: None (SAMPLE)

2

2010 International 7400 6X4 tandem rear axle chassis w/Air-Flo 304 stainless steel body, VIN: 1HTWHAZT4AJ236235 (39,887 miles), white, DT570 310hp International engine, Allison 3000 6-speed automatic transmission, 58,000 GVWR, 177-inch wheel base, dual power steering, tilt wheel, heated mirrors, A/C, cruise control, 18,000 pound front axle, 40,000 pound rear axle with 6:83 gear, ABS air brakes, front disc brakes, rear drum brakes, Bendix air dryer, air horn, A/C, DRL's, 160 amp alternator, circuit breakers, heated water/fuel separator, engine block heater, 70 gallon fuel tank, air ride cab, am/fm weather band radio, tinted glass, intermittent wipers, air ride driver seat, stationary passenger seat, body has scratches and dings, Engine and transmission are good. Well maintained. Municipal vehicle.

Air-Flo 13-foot 304 stainless steel Spread-N-Dump body, vertical hoist, Force America SSC

6100 electronic spreader control, PTO central hydraulic system, frame mounted hydraulic valve and tank assembly, in-floor material conveyor, rear salt spreader, salt grates, adjustable coal door, pre-wet system, road watch temperature monitoring system, 9-foot wing plow included, low profile front plow hitch, plow lights, LED emergency light package, LED wing and rear spreader lights, poly rear wheel fenders, FRONT PLOW NOT INCLUDED.

Start @ \$500 Reserve: \$5,000 (SAMPLE)

3

Kenmore 24 cu. inch almond side-by-side refrigerator/freezer, in good working condition and very clean, with bottom drawers. Keeps items cold, great for second refrigerator. Exterior has no dents or scratches.

Start @ \$15 Reserve: None (SAMPLE)

4

Craftsman roll-around bottom tool box with 3 large drawers and one flip open huge storage space 24" x 18" x 30" and "Vulcan" top tool box with 10 drawers and flip open top 24" x 16" x 18". All drawers work although a few stick. Very light surface rust on sides.

Start @ \$5 Reserve: None (SAMPLE)

Type in ALL auction items in this space below.

~ Location of Auction, Inspection and Pickup Arrangements ~

CONTACT PERSON:

ADDRESS LOCATION:

DAYS & HOURS:

PHONE NUMBER:

All collected funds by **Obenauf Auction Service, Inc. (O.A.S.)** will be paid to the consignor via an OAS check within approximately 30 days of the completion of the auction. A **Seller's Fee of 0%** will be deducted from the settlement check if all information and pictures are provided via email by the consignor.

If you hire **O.A.S.** to come to your facility to compile the item(s) information and take pictures, an additional rate of \$35 per man hour will be deducted from your settlement.

- This will be an absolute auction [_____] or with reserve auction [_____]. **Check one box**
- There will be no advertising cost associated with this auction to the seller.
- O.A.S. will charge and retain any buyer's fee collected.

I HEREBY COMMISSION **OBENAUF AUCTION SERVICE, INC.** TO SELL THE ITEMS LISTED VIA AN ONLINE AUCTION. I CERTIFY THAT I AM THE OWNER OR THE LEGAL AGENT OF THE LISTED MERCHANDISE AND HAVE GOOD TITLE FOR DELIVERY TO PURCHASER AND THAT ALL ITEMS ARE FREE FROM ANY AND ALL MORTGAGE, LIEN, EASEMENT OR ENCUMBRANCES. I AGREE TO ACCEPT ALL RESPONSIBILITY FOR PROVIDING ACCURATE DESCRIPTION OF MERCHANDISE SOLD **(IF ANY MERCHANDISE DESCRIPTION IS MIS-REPRESENTED BY THE SELLER, YOU WILL BE REQUIRED TO TAKE YOUR ITEM BACK OR NEGOTIATE PRICE)**. I AGREE TO HOLD HARMLESS **OBENAUF AUCTION SERVICE, INC.** AGAINST ANY CLAIMS ARISING BECAUSE OF ANY BREACH OF THE ABOVE CONDITIONS. NO AMENDMENT OR MODIFICATION OF THIS CONTRACT WILL BE EFFECTIVE UNLESS OR UNTIL EXECUTED IN WRITING BY THE PARTIES.

Seller _____ **Date:** _____

Typed name & date by e-mail transmission will constitute your signature.

Auction Representative _____ **Date:** _____

Obenauf Auction Service, Inc.

810 Magna Drive, Round Lake, IL 60073

847-546-2095 office 847-546-2097 fax

IL License #444.000105

CITY OF DES PLAINES

ORDINANCE M - 6 - 24

AN ORDINANCE AUTHORIZING THE DISPOSITION OF SURPLUS PERSONAL PROPERTY OWNED BY THE CITY OF DES PLAINES.

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, the City is the owner of certain surplus vehicles and equipment (collectively, "*Surplus Personal Property*") described in detail in **Exhibit A**, attached to and, by this reference, made a part of this Ordinance; and

WHEREAS, the City Council has determined that the Personal Property is no longer necessary or useful to, or for the best interest of, the City; and

WHEREAS, Obenauf Auction Service, Inc. ("*Obenauf*") operates an Internet-based auction service for the sale of property that meets the needs of the City; and

WHEREAS, the City desires to dispose of the Personal Property through an auction conducted by Obenauf; and

WHEREAS, the City Council has determined that it is in the best interest of the City to dispose of the Personal Property at in the manner 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 foregoing recitals are incorporated into, and made a part of, this ordinance as the findings of the City Council.

SECTION 2: AUTHORIZATION TO DISPOSE OF PERSONAL PROPERTY.

Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ICLS 5/11-76-4, Section 1-12-4 of the City Code of the City of Des Plaines, and the home rule powers of the City, the City Council hereby finds that the Personal Property is no longer necessary or useful to, or for the best interest of, the City. The City Manager, or her designee, is hereby authorized to sell the Personal Property at an auction conducted by Obenauf; provided, however, that no item of Surplus Personal Property

will be sold for a price that is less than the Minimum Sales Price for that item set forth in **Exhibit A**.

SECTION 3: AUTHORIZATION TO EXECUTE REQUIRED DOCUMENTS. The City Manager and the City Clerk are authorized and directed to execute and seal, on behalf of the City, all documents approved by the General Counsel and necessary to complete the disposition of the Surplus Personal Property in accordance with Section 2 of this Agreement.

SECTION 4: DEPOSIT OF AUCTION SALE PROCEEDS. The City Manager and the Director of Finance are hereby authorized and directed to deposit into the City's General Fund the proceeds from the disposition of the Surplus Personal Property pursuant to Section 2 of this Ordinance.

SECTION 5: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2024.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Authorizing Disposition of Property Vehicles and Equipment via Obenauf Auction Service Summer 2024

2024 Summer Auction List

Year	Asset	Make	Model	Style	Vin	Estimated Salvage Value	Minimum Bid
2013	9007	Truck	E350	Van	1FTSE3EL2DDA09456	\$1,200.00	\$200.00
2008	8026	Ford	F450	Dump Truck	1FDXF47YX8EB72904	\$3,000.00	\$300.00
2006	5047	Ford	F350	Truck	1FDWFF37Y46EA17493	\$2,500.00	\$200.00
2008	5067	Ford	F450	Dump Truck	1FDXF47Y48EB72901	\$3,000.00	\$300.00
2008	5068	Ford	F450	Truck	1FDXW47Y78EC27440	\$3,000.00	\$300.00
2008	5074	Ford	F450	Dump Truck	1FDXF47Y68EB72902	\$3,000.00	\$300.00
2008	5077	Ford	F350	Truck	1FTWFF31Y98EB72900	\$2,500.00	\$200.00
2008	5066	Ford	F350	Truck	1FTWFF31Y08EB72896	\$2,500.00	\$200.00
2006	7704	Ford	E450	Ambulance	1FDXE45P16HA12600	\$4,000.00	\$300.00
2014	6035	Ford	Explorer	SUV	1FM5K8AR0EGC60873	\$3,000.00	\$300.00
2005	5022	TENNANT	6650	Sweeper	6650-10346	\$1,500.00	\$100.00
2008	5036	Nilfisk	RS 501	Sweeper	D80503414	\$2,000.00	\$300.00
1996	8033	Sewer Equip	NAJ-600 JET AWAY	Truck	6809	\$6,000.00	\$500.00
1997	7517	Nomanco	Nomanco	Trailer	7815W-342	\$500.00	\$50.00



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: April 5, 2024

To: Dorothy Wisniewski, City Manager

From: Jeff Rogers, AICP, Director of Community and Economic Development *JWR*
David Anderson, Chief of Police *DA*

Cc: Stewart Weiss, Partner, Elrod Friedman, General Counsel

Subject: Amendments to City Code Prohibiting the Sale of Illicit THC Products and Kratom

Issue: There has been a proliferation of retail stores in the City and surrounding communities offering unregulated and untested products derived from industrial hemp as well as a separate botanical ingredient called Kratom. These products are touted as alternatives to cannabis that produce similar intoxicating effects, but are not regulated, inspected, or taxed in the same manner as legal cannabis.

Analysis: In 2019, the General Assembly adopted the Cannabis Regulation and Tax Act (“*CRTA*”), which legalized the cultivation, sale, and consumption of cannabis in the state of Illinois. The *CRTA*, along with its predecessor, the Compassionate Use of Medical Cannabis Act (“*Medical Use Act*”), required that cannabis only be grown, processed, and sold by facilities licensed by the State of Illinois. Licensed cannabis growers, processors, and dispensaries are required to abide by strict regulations governing the quality, potency, and purity of cannabis. Legally sold cannabis is required to be free of harmful pesticides and dangerous additives. Cannabis cannot be sold to persons under 21, with the limited exception of certain persons with qualifying medical conditions under the *Medical Use Act*.

Although “cannabis” and “hemp” are commonly referred to as separate plants, they are distinct strains of the same plant – *Cannabis Sativa*. The significant physical difference between the two strains is the concentration of delta-9 tetrahydrocannabinol (Delta-9 THC) in the plant on a dry weight basis. If a cannabis sativa plant has a concentration of 0.3% or less Delta-9 THC, it is legally considered hemp, or “industrial hemp.” Conversely, the plant has a concentration of more than 0.3% Delta-9 THC it is considered cannabis and subject to regulation under the *CRTA* or the *Medical Use Act*.

The 2018 Federal Farm Bill legalized the cultivation of industrial hemp on the assumption that the plant was psychoactively inert and could not be used for intoxicating purposes. However, a cannabis sativa plant can include up to 100 different naturally occurring chemical compounds, called “cannabinoids.” Although Delta-9 THC is the most commonly known cannabinoid to produce an intoxicating effect, other cannabinoids that naturally occur in both “industrial hemp” and “cannabis” can also produce intoxicating or psychoactive effects.

Over the past few years, products synthesized from legally grown industrial hemp have been marketed as having similar effects to cannabis thanks to higher concentrations of other cannabinoids, including Delta-8 THC, Delta-10 THC, and THC-0. Because these products are derived or synthesized from industrial hemp, they fall into a legal gray area unregulated by the CRTA or the Medical Use Act. Further, these products are not included in the Federal Drug Schedules established by the Controlled Substances Act.

Although there have been various legislative proposals at both the state and federal levels, there is no general prohibition on production or sale of these unregulated THC products, although many municipalities have recently imposed local bans on these products. City staff has observed a number of retail business throughout the city offering these products, as well as products derived from Kratom, a botanical substance from Southeast Asia. Some of these businesses appear similar to licensed cannabis dispensaries and consumer confusion is likely.

City staff has determined that the sale of unregulated THC products and Kratom in the City is not beneficial to the City or its residents. These products are not tested for pesticides or other adulterating substances, are not measured for potency, and are not subject to the state and local taxes imposed on legal cannabis. The sale of these products does not benefit the health, safety or welfare of the City’s residents or the City as a whole.

City Council Action: The City Council should consider whether to adopt an ordinance amending Title 5 of the City Code to prohibit the sale of “Illicit THC Products” and Kratom. General Counsel has prepared a draft ordinance that implements such a ban after a waiting period to allow existing retailers to dispose or sell their current stock of product. The City Council should determine how long of a delay in the effective date of the sales ban would be appropriate. It should be noted that nothing in the proposed ordinance would prohibit the establishment of a cannabis dispensary that is fully licensed by the state Department of Finance and Professional Regulation from opening and operating in the City.

Attachment: Ordinance M-8-24

CITY OF DES PLAINES

ORDINANCE M - 8 - 24

AN ORDINANCE AMENDING TITLE 5 OF THE CITY CODE TO PROHIBIT THE SALE OF ILLICIT THC PRODUCTS AND KRATOM.

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 5 of the City Code of the City of Des Plaines, as amended ("*City Code*"), entitled "Public Health and Safety," sets forth various regulations to protect and preserve the public health, safety, and welfare; and

WHEREAS, the City Council has noted the proliferation of retail stores selling products containing potentially intoxicating ingredients including synthesized THC and Kratom that are largely unregulated at the state and federal level; and

WHEREAS, the City Council has determined that it would be in the best interest of the City, its residents, and the general health, safety, and welfare of the public, to prohibit the retail sale of products that include synthesized THC and Kratom; and

WHEREAS, the City Council desires to amend Title 5 of the City Code, to add a new Chapter 9 prohibiting the sale of Illicit THC products and Kratom throughout the City (the "*Proposed Amendment*"); and

WHEREAS, the City Council has determined that it will serve and be in the best interests of the City and its residents to approve the Proposed Amendment;

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

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

SECTION 2: PROHIBITION OF SALE OF ILLICIT THC PRODUCTS AND KRATOM Title 5, titled "Public Health and Safety," of the City Code is hereby amended by adding a new Chapter 9, which shall be and read as follows:

"CHAPTER 9

SALE OF ILLICIT THC PRODUCTS AND KRATOM PROHIBITED

5-9-1. – DEFINITIONS

For the purposes of this Chapter, the following terms have the meanings ascribed to them in this section unless different meanings are plainly indicated by the context:

KRATOM: Any parts of the plant *mitragyna speciosa*, whether growing or not, and any compound, manufacture, salt, derivative, mixture, or preparation of that plant, including but not limited to mitragynine and 7-hydroxymitragynine.

SYNTHESIZED THC: Tetrahydrocannabinol synthesized in a laboratory or by industry using directed or biosynthetic chemistry rather than traditional food preparation techniques such as heating or extracting.

ILLICIT THC PRODUCT: Any product, material, compound, isomer, acid, salt, mixture, or preparation:

- (a) Used or intended for human consumption;
- (b) That is not made, manufactured, sold, given away, bartered, exchanged, distributed, furnished, marketed, advertised, or otherwise held out for sale by cannabis business establishments duly licensed under the Compassionate Use of Medical Cannabis Program Act (410 ILCS 130/1, et seq.) or the Cannabis Regulation and Tax Act (410 ILCS 705/1-1, et seq.); and
- (c) That contains: (1) any amount of synthesized tetrahydrocannabinol (THC) of any kind, inclusive of acid forms, regardless of name, and including but not limited to THC-O, delta-8 tetrahydrocannabinol, and delta-10 tetrahydrocannabinol, (2) a total delta-9 tetrahydrocannabinol content concentration level in excess of 0.3% on a dry weight basis, (3) a total delta-9 tetrahydrocannabinol content in excess of 0.5 milligrams per labeled serving or individual unit or 2.5 milligrams per package regardless of the number of labeled servings or individual units therein, or (4) kratom, as that term is defined in Section 5(a) of the Illinois Kratom Control Act, 720 ILCS 642/5(a), as may be amended.

TOTAL DELTA-9 THC CONTENT: The value determined after the process of decarboxylation, or the application of a conversion factor if the testing methodology does not include decarboxylation, that expressed the potential total delta-9 tetrahydrocannabinol content derived from the sum of the THC and THCA content and reported on a dry weight basis, to be calculated either by using a chromatograph technique using heat, such as gaschromatography, through which THCA is converted from its acid form to its neutral form, or by using a liquid chromatograph technique, which keeps the THCA intact, and using the following conversion: $[\text{Total THC} = (0.877 \times \text{THCA}) + \text{THC}]$ which calculates the potential total THC in a given sample.

5-9-2 SALE OF ILLICIT THC PRODUCTS AND KRATOM PROHIBITED:

It shall be unlawful for any retail establishment to sell, or offer for sale offer for sale, give away, or deliver any illicit THC product or kratom.

5-9-3 PENALTIES:

Any person and/or retail business whose agent or employee violates this Section shall be fined not less than \$200.00 and not more than \$750.00 for each offense, and every day on which a violation occurs or continues shall be considered a separate and distinct offense. In addition, a violation of this prohibition shall be considered a nuisance in fact and a clear and present danger to the public health, safety, or general welfare, constituting grounds for suspension or revocation of a business license pursuant to Section 4-2-11 of this code.”

SECTION 3: EFFECTIVE DATE. This Ordinance shall be in full force and effect [60 days] after its passage, approval, and publication in pamphlet form.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2024.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: April 24, 2024

To: Dorothy Wisniewski, City Manager

From: Ryan N. Johnson, Assistant Community and Economic Development Director ^{RJ}

CC: Jeff Rogers, Community and Economic Development Director

Subject: Professional Services Agreement with Ryan, LLC – Rescission of Resolution R-12-24

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. On February 5, 2024, the City Council adopted Resolution R-12-24, which approved a one-year agreement with Ryan, LLC for these services, however Ryan, LLC requested certain updates to the Professional Services Agreement and the agreement was not executed.

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 rescind Resolution R-12-24 and approve Resolution R-99-24 for an updated Professional Service Agreement with Ryan, LLC for TIF and redevelopment related

consulting services during fiscal year 2024.

Attachments:

Resolution R-99-24

Exhibit A: Professional Services Agreement

CITY OF DES PLAINES

RESOLUTION R - 99 - 24

**A RESOLUTION RESCINDING RESOLUTION NO. R-12-24
AND APPROVING AN UPDATED 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, on February 5, 2024, the City Council adopted Resolution No. R-12-24, which approved a one-year agreement with Consultant for the performance of the Services in the not-to-exceed amount of \$30,000 ("**Original Agreement**"); and

WHEREAS, after approval of Resolution No. R-12-24 but before the execution of the Original Agreement, the Consultant requested certain updates to the Original Agreement ("**Updated Agreement**"); and

WHEREAS, the City proposes to enter into the Updated Agreement with Consultant for the Services in the not-to-exceed amount of \$30,000; and

WHEREAS, the City Council has determined that it is in the best interest of the City to (i) rescind Resolution No. R-12-24; and (ii) approve and enter into the Updated 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: RESCISSION OF RESOLUTION NO. R-14-24. Resolution No. R-14-24 is hereby rescinded in its entirety and is of no further force or effect.

SECTION 3: APPROVAL OF UPDATED AGREEMENT. The Updated 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 4: AUTHORIZATION TO EXECUTE UPDATED AGREEMENT. The City Manager and the City Clerk are authorized and directed to execute and seal, on behalf of the City, the final Updated Agreement only after receipt by the City Clerk of at least two executed copies of the final Updated Agreement from Consultant; provided, however, that if the City Clerk does not receive such executed copies of the final Updated Agreement from Consultant within 30 days after the date of adoption of this Resolution, then this authority to execute and seal the final Updated Agreement shall, at the option of the City Council, be null and void.

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

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

EXHIBIT A
UPDATED 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. Subject to the Limitation of Liability section of Exhibit A, 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. Notwithstanding, the Limitation of Liability section of Exhibit A shall not limit claims asserted against the City and the parties above relative to Consultant's breach of Confidential Information or Consultant's gross negligence or willful misconduct in the performance of the Services; for such claims, Consultant shall fully indemnify 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: dwisniewski@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;
Email: chairman@ryan.com, and legal.notices@ryan.com

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 order of preference shall be Exhibit A, this Agreement, and Exhibit B.

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

EXHIBIT A



311 South Wacker Drive
Suite 4800
Chicago, IL 60606
Tel. 312.980.1122
Fax 312.980.1132
www.ryan.com

April 23, 2024

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. Upon execution of the Professional Services Agreement (including this Exhibit A), the engagement agreement signed by the parties dated November 17, 2023, will be superseded by this Exhibit A and will be null and void.

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.

Mr. Ryan Thompson
City of Des Plaines
April 23, 2024
Page 2 of 7

- 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.
- 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.

Mr. Ryan Thompson
City of Des Plaines
April 23, 2024
Page 4 of 7

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 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, 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 Thompson
City of Des Plaines
April 23, 2024
Page 5 of 7

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 1st.

- 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 Thompson
City of Des Plaines
April 23, 2024
Page 6 of 7

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, that is clearly labeled proprietary or confidential 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. Ryan acknowledges that the City is subject to the Illinois Freedom of Information Act, the Illinois Open Meetings Act, and other State and federal “sunshine laws” and, therefore, documents provided by Ryan that are not clearly labeled proprietary or confidential may be disclosed as necessary to comply with the law or court order. 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’s liability for all claims, liability, damages, and expenses under any theory arising under or

Mr. Ryan Thompson
City of Des Plaines
April 23, 2024
Page 7 of 7

relating to Ryan's performance of the Services will not exceed \$1,000,000. City may not assert any cause of action against Ryan more than one (1) year after the date 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.

Thank you for the opportunity to assist you with this project. If you have any questions, or if you would like to discuss this Agreement further, please contact Ms. Sharon Roberts at 225.334.0040 Ext. 11-3446.

Sincerely,

By: Sharon Roberts



FINANCE DEPARTMENT

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

MEMORANDUM

Date: April 24, 2024
To: Dorothy Wisniewski, City Manager
From: Agata Kogut, Sr. Financial Analyst/Purchasing
Cc: Agnes Podbial, Acting Director of Finance
Subject: Shred-it/Stericycle – Shredding Services 2024-2027

Issue: For the City Council to approve the Resolution and Agreement for shredding services with Shred-It/Stericycle.

Analysis: The current shredding services with Shred-it/Stericycle expired at the end of January 2024. The City has been utilizing Shred-It/Stericycle service for the last 13 years and has been satisfied with the service provided. As part of our overall due diligence efforts, staff obtained quotes for shredding services from two vendors. Shred-It/Stericycle is committed to security and confidentiality and their expertise in servicing the City’s multiple locations within the Police Department and City Hall ensures a comprehensive and reliable solution for the City’s document disposal needs. This partnership reflects the city's priority of maintaining a secure and efficient approach to handling sensitive information.

The quote provided by Shred-it/Stericycle is competitive and given our longstanding relationship, considering the changeout of current shredding boxes, as well as the availability of different sizes currently utilized by other departments, the City has chosen to continue the service with Shred-It/Stericycle. The overall cost of the contract for a timeframe of three years is \$26,535,85. The funding source is budgeted within the 2024 budget throughout the various departments that utilize the service.

Recommendation: I recommend approval of the 2024 through 2027 expenditure for shredding services with Shred-it/Stericycle, in the amount not-to-exceed \$26,535.85. This contract will be funded from the budgeted City-Wide Funds, account #6195 Miscellaneous Contractual Services.

Attachments:

- Resolution - R-32-24
- Exhibit A - Professional Services Agreement for Shredding Services
- Exhibit B – DP Addendum to Agreement with Stericycle/Shred-it

CITY OF DES PLAINES

RESOLUTION R - 32 - 24

A RESOLUTION AUTHORIZING AN AGREEMENT WITH STERICYCLE INC., D/B/A SHRED-IT, FOR ON-SITE SHREDDING 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 ordinances; and

WHEREAS, the City desires to procure on-site document shredding services on weekly basis ("*Shredding 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 solicited quotes and determined that the Shred-It solution provided by Stericycle, Inc. ("*Vendor*") are the Shredding Services that best meet the City's needs; and

WHEREAS, the City has an existing relationship with Vendor, which has satisfactorily performed Shredding Services for the City of the past; and

WHEREAS, Vendor submitted a proposal to perform the Shredding Services for the City over a three-year term in the total not-to-exceed amount of \$26,535.85; and

WHEREAS, the City desires to enter into an agreement for the procurement of the Shredding Services from Vendor in the total not-to-exceed amount of \$26,535.85 ("*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;

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 with Vendor in the not-to-exceed amount of \$26,535.85 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 3: AUTHORIZATION OF TO EXECUTE AGREEMENT. The City Manager and 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

Agreement from Vendor; provided, however, that if the City Clerk does not receive such executed copies of the Agreement from Vendor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

SECTION 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:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Agreement with Shred-it USA LLC. (2024)

**CITY OF DES PLAINES
PROFESSIONAL SERVICES AGREEMENT
FOR WEEKLY ON-SITE SHREDDING SERVICES**

THIS AGREEMENT (“Agreement”) is dated as of the 01 day of April, 2024 (“**Effective Date**”) and is by and between the City of Des Plaines, an Illinois home rule municipal corporation (“**City**”), and Stericycle, Inc., an Delaware corporation (“**the Consultant**” or “**Stericycle**”) (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 the following services: on-site shredding services (collectively, the “**Services**”), which Services are further described in the proposal 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 immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties **April 1, 2024** (“**Commencement Date**”). The Consultant will diligently and continuously prosecute the Services until **March 31, 2027**. The initial term of the contract is 36 months ("Initial Term"). Upon the expiration of the Initial Term, this Agreement will automatically renew for successive terms of 30 days, unless either party gives the other party at least 30 days' written notice, prior to the renewal date, of its request to terminate this Agreement.

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 \$26,535.85 ("**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. City shall pay to Stericycle the service fees and surcharges as set forth on **Exhibit A** (collectively "Service Fees"). The Service Fees are fixed for the first year of the Initial Term. In year two and year three of this agreement Stericycle may impose an annual price adjustment of lesser or equal to 5% on the anniversary dates, provided that Stericycle provides notice of any change to the Service Fee to City at least 60 days prior to the anniversary date. City may reject any changes to the Service Fee within 30 days of receiving notice from Stericycle, provided, however, that upon such rejection by City, Stericycle may, at its sole option, terminate this Agreement without penalty to Stericycle or City by providing at least 30 days' notice of such rejection and termination to the City. Notwithstanding any provision to the contrary, City shall pay the Minimum Charge listed on the Scope of Services if City declines or cancels a scheduled service or if City's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Stericycle standard list price. City agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion.

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.*; provided, however, that the City shall pay in full each Stericycle invoice within 45 days of the date

of such invoice by ACH or other agreed upon means. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1% per month on the outstanding balance. City shall reimburse Stericycle for all reasonable costs that it incurs in collecting overdue amounts from City. Stericycle may, with notice, suspend services until any overdue amounts (plus late fees, and enforcement and collection costs, if any) are paid. Stericycle shall submit invoices to City in accordance with Stericycle's standard billing process. Stericycle shall not be required to adopt City's billing process or to use City's preferred billing portal. If Stericycle agrees to depart from its standard billing process (which is entirely within Stericycle's discretion), such agreement may be made provided that: (i) City agrees to pay a billing surcharge; (ii) City reimburses Stericycle for all fees or other costs payable for the use of City's portal; and/or (iii) City agrees to any other reasonable requirements of Stericycle related to the use of non-standard billing processes.

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 be 36 months. 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. Reserved..

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 reasonably cooperate with the City to enable the City to meet its obligations under the applicable Disclosure Law..

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.

Contractor will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event the services do not conform to this warranty, Contractor will re-perform such services at no additional cost to the City. Except for the foregoing, Contractor makes no other representations or warranties, express or implied, including any warranties for quality, merchantability, or fitness for a particular purpose.

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 due to the negligent act or omission of Consultant in the performance of the Services under the Agreement; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

B. Limitation of Liability NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, FINES, CIVIL PENALTIES, GOODWILL, DATA, THE COST OF REPLACEMENT GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES) ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PARTY'S BREACH OR ALLEGED BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONSULTANT'S AGGREGATE LIABILITY, IF ANY, IS LIMITED TO THREE TIMES THE AMOUNT OF SERVICE FEES CONSULTANT RECEIVED FROM THE CITY UNDER THE AGREEMENT DURING THE PRECEDING TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED LIABILITY.

C. The City shall not place any material that are highly flammable, explosive, toxic, biohazards, medical waste, radioactive, or any other materials that are otherwise illegal, dangerous and/or unsafe in the Equipment. the City will not store any non-paper, plastic media (such as floppy disks, CD's or computer storage tapes) in the Equipment without first obtaining Contractor's consent. Destruction of such non-paper media requires a special schedule to complete.

D. Containers and any other equipment provided to the City by Contractor (“Equipment”) are the property of Contractor. The City will not file any lien, nor allow to be filed any lien, against any Equipment. The City will keep all Equipment in good working order, normal wear and tear excepted. The City will pay the replacement cost of any Equipment that is moved, damaged, stolen or lost while at the City’s location.

E. 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 cancelation 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.

F. 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 30 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 reasonable attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant.

C. Force Majeure Excluding any payment obligations, in the event either Party is prevented, hindered or delayed from the performance of any act required hereunder by reason of acts of God, acts of war or terrorism, public health orders or laws, shortages, labor difficulties or civil unrest, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

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, except that Contractor may assign this Agreement and its rights and interests, in whole or in part, to any of its affiliates, any purchaser of all or substantially all of its assets, or to any successor corporation resulting from any merger or consolidation of Contractor with or into such corporations. Contractor will provide notice of any permitted assignment to the City as soon as practicable.

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: **Dorothy Wisniewski**
E-mail: dwisniewski@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:

Stericycle Inc
28883 Network Place
Chicago, IL 60673-1288
Attention: Legal Department
Copy to: Nathan Huggins
Email: Nathan.huggins@stericycle.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
PROPOSAL

[TO BE PREPARED BY THE CONSULTANT AND ACCEPTABLE TO CITY]

[WILL INCLUDE SCHEDULE]

Services. Stericycle will provide containers and related equipment (“Equipment”) for the collection and storage of the City’s paper and other agreed upon materials (“CCM”). The number of containers will be determined by Stericycle. Stericycle will: (i) collect the CCM on a regularly scheduled and mutually agreed basis, (ii) destroy the CCM off of the City’s property using a mechanical device (the “Destruction Process”), (iii) provide City with a Certificate of Destruction if requested by City, and (iv) recycle or otherwise dispose of the CCM. City shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe (“Prohibited Materials”). City shall be liable for damages resulting from the placement of any Prohibited Materials in any Equipment.

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 via Broad Form endorsement on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify City as follows: City of Des Plaines, Illinois 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>
_____	_____
_____	_____
_____	_____



Standard Agreement

Effective Date 02.07.2024 between Stericycle, INC and CITY OF DES PLAINES located at 1420 MINER ST STE 300, DES PLAINES, Illinois,60016-4499

Contract Entities: (Sold to) :

Customer/Company Name: CITY OF DES PLAINES
 Address: 1420 MINER ST STE 300
 Floor/Suite Number:
 City / State / Zip: DES PLAINES, Illinois, 60016-4499
 Phone: 8473915326
 Email: akogut@desplaines.org
 Contact: Agata Kogut
 Title: om

Billing Information

Billing Contact/Company Name: CITY OF DES PLAINES
 Address:
 City / State / Zip: , ,
 Phone: 8473915326
 Email: akogut@desplaines.org
 Contact: Agata Kogut
 Title: om

Account Information	Service/Equipment Name	Pick up Frequency	Planned Units for Pick Up	Contracted Price	Additional Fees	Price Increase	Renewal Date	Surcharges
Account Name: CITY OF DES PLAINES Address: 1420 MINER ST STE 300, DES PLAINES, Illinois, United States, 60016-4499	REGULAR SERVICE ON-SITE (PAPER)	Every 1 Week	1 Each	\$ 65.00 minimum per pickup	N/A	API: 5% Months Until First Price Increase: 12	Feb 06, 2027	Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Environmental/Fuel Cap: 10% Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %
Account Name: CITY OF DES PLAINES Address: 1420 MINER ST STE 300, DES PLAINES, Illinois, United States, 60016-4499	CONSOLE (STANDARD)	Every 1 Week	8 Each	\$ 8.00 per container Minimum include 2 each	N/A	API: 5% Months Until First Price Increase: 12	Feb 06, 2027	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %

Contract Effective Date: 02.07.2024

GPO: NONE

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.*

The offer will expire 02.06.2027

Stericycle:

Contracting Entity: **Stericycle INC.**
Name: **Nathan Huggins**
Title:
Date: \d2\

Customer:

Customer/Company:
Name: **Dorothy Wisniewski**
Title: **City Manager**
Date: \d1\

Signature:

Signature:

By signing above, I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions. Stericycle, INC. 2355 Waukegan Road, Bannockburn, IL 60015 P (866) 783-7422. F (866) 783-7432

TERMS AND CONDITIONS

1. Introduction

Stericycle, Inc., a Delaware corporation, on behalf of itself and its subsidiaries, with offices at 2355 Waukegan Road, Bannockburn, IL 60015 (collectively, Stericycle), and CITY OF DES PLAINES with offices at 1420 MINER ST STE 300, DES PLAINES, Illinois, United States, 60016-4499 (Customer), hereby enter into and agree as provided in this Services Agreement (the Agreement) dated 02/07/2024 (the Effective Date).

2. Services

Stericycle will provide containers and related equipment ("Equipment") for the collection and storage of Customer's paper and other agreed upon materials ("CCM"). The number of containers will be determined by Stericycle. Stericycle will: (i) collect the CCM on a regularly scheduled and mutually agreed basis, (ii) destroy the CCM using a mechanical device (the "Destruction Process"), (iii) provide Customer with a Certificate of Destruction if requested by Customer, and (iv) recycle or otherwise dispose of the CCM. Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe ("Prohibited Materials"). Customer shall be liable for damages resulting from the placement of any Prohibited Materials in any Equipment.

3. Terms of this Agreement; Renewal

(a) The initial term of this Agreement (the Initial Term) will begin on the Effective Date set forth above and continue for 36 months.

This Agreement will automatically renew for successive terms of the 36 each, an Extension Term), unless either party gives the other party at least 60 days written notice, prior to the renewal date, of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the Term. (b) Upon the expiration or termination of this Agreement, Customer shall pay Stericycle all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Stericycle, which may include a final pickup fee). (c) Stericycle shall have the right to retrieve its Equipment from Customer wherever located

4. Pricing

Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively "Service Fees"). Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee or adjust or add a surcharge from time to time. Stericycle will provide notice of any new surcharges to Customer, which notice may be included on an invoice. Notwithstanding any provision to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Stericycle standard list price. Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion.

5. Payment Terms; Billing

Customer shall pay in full each Stericycle invoice within Net 30 days of the date of such invoice by ACH or other agreed upon means. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 0.0% per month (or the maximum amount allowed by law, if different) on the outstanding balance. Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus late fees, and enforcement and collection costs, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle. Customer shall not be entitled to withhold payment by way of set-off or counterclaim. Stericycle shall submit invoices to Customer in accordance with Stericycle's standard billing process. Stericycle shall not be required to adopt Customer's

billing process or to use Customer's preferred billing portal. If Stericycle agrees to depart from its standard billing process (which is entirely within Stericycle's discretion), such agreement may be made provided that: (i) Customer agrees to pay a billing surcharge; (ii) Customer reimburses Stericycle for all fees or other costs payable for the use of Customer's portal; and/or (iii) Customer agrees to any other reasonable requirements of Stericycle related to the use of non-standard billing processes.

6. Early Termination

In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 7 Customer shall promptly pay Stericycle (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

7. Default & Termination for Cause

Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

8. Limitation of Liability; Disclaimer of Warranties

In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Stericycle's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Stericycle from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

9. Indemnification

Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, the placement of Prohibited Materials in the Equipment.

10. Compliance Materials

To the extent that Stericycle provides Customer with electronic or printed materials (Compliance Materials), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials.

11. Confidentiality

Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, confidential information means any information provided to Stericycle in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

12. Compliance with Laws and Policies

Each party shall comply with all laws, rules and regulations, including anti-corruption and economic and trade sanctions laws, applicable to its performance hereunder.

13. Excuse of Performance

In the event either party is prevented, hindered or delayed from the performance of any act required hereunder (other than the payment of any amounts due) by reason of acts of God, acts of war or terrorism, labor difficulties or civil unrest, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

14. Equipment

Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises (Equipment) and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value. However, in no event shall Customer be liable or responsible for damage to the Equipment to the extent caused by the acts or omissions, negligent or otherwise, of Stericycle, its employees and/or agents.

15. Exclusivity

During the Term Stericycle shall be the exclusive provider of the Services to Customer at all of its locations

16. Brokers

Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

17. Entire Agreement; Purchase Orders

This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing.

18. Amendment and Waiver; Saving Clause; Survival

Changes in the types, size and amount of equipment and the frequency of service may be mutually agreed to in writing by the parties, without affecting the validity of this Agreement. All other amendments to this Agreement shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

19. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle.

20. Independent Contractor

Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

21. Notices; Counterparts

(a) All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the Customer's address set forth on the first page of this Agreement, and in the case of Stericycle, to the Stericycle legal Department at: 2355 Waukegan Road, Bannockburn, IL 60015, Attn: Legal Department. Notices shall be effective when received. (b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy, facsimile or electronic document of this Agreement shall be as effective as an original.

22. Governing Laws & Dispute Resolution

Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions. Any dispute arising in connection with or relating to this Agreement or between the parties (Disputes) that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association (AAA), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office.

Attachments

Attachment: Service Compliance

REGULAR SERVICE | ON-SITE (PAPER)

CONSOLE (STANDARD)

**ADDENDUM TO STANDARD AGREEMENT
BETWEEN CITY OF DES PLAINES
AND
STERICYCLE, INC.**

This Addendum (“**Addendum**”) to the Service Agreement dated 04/01/2024 (the “**Agreement**”), between City of Des Plaines (“**Customer**”) and Stericycle, Inc. (“**Stericycle**”).

WHEREAS, Customer and Stericycle are parties to the Agreement, wherein Stericycle provides document destruction services; and

WHEREAS, Customer and Stericycle are both desirous of amending such Agreement in the manner which is more fully set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration Customer and Stericycle hereby agree to amend the Agreement as follows:

1. Section 2. **Services** is deleted and replaced with the following: Stericycle will provide containers and related equipment (“**Equipment**”) for the collection and storage of Customer’s paper and other agreed upon materials (“**CCM**”). The number of containers will be determined by Stericycle. Stericycle will: (i) collect the CCM on a regularly scheduled and mutually agreed basis, (ii) destroy the CCM off of Customer’s property using a mechanical device (the “**Destruction Process**”), (iii) provide Customer with a Certificate of Destruction if requested by Customer, and (iv) recycle or otherwise dispose of the CCM. Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe (“**Prohibited Materials**”). Customer shall be liable for damages resulting from the placement of any Prohibited Materials in any Equipment.

2. Section 3. **Terms of this Agreement; Renewal**. Subsection (a) is deleted and replaced with the following: (a) The initial term of the contract is 36 months ("Initial Term"). Upon the expiration of the Initial Term, this Agreement will automatically renew for successive terms of 30 days, unless either party gives the other party at least 30 days' written notice, prior to the renewal date, of its request to terminate this Agreement.

3. Section 4. **Pricing** is deleted and replaced with the following: Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively “**Service Fees**”). The Service Fee is fixed for the first year of the Initial Term. In year two and year three of this agreement Stericycle may impose an annual price adjustment of lesser or equal to 5% on the anniversary dates. Stericycle will provide notice of any change to the Service Fee to Customer, which notice may be included on an invoice. Customer may reject any changes to the Service Fee within 30 days of receiving notice from Stericycle, provided, however, that upon such rejection by Customer, Stericycle may, at its sole option, immediately terminate this Agreement without penalty to Stericycle or Customer. Any rejection by Customer of such changes to the Service Fee after 30 days of receiving notice from Stericycle may, at Stericycle's option, be considered a

termination without cause under Section 7. Notwithstanding any provision to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Stericycle standard list price. Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion.

4. Section 5. **Payment Terms; Billing** is deleted and replaced with the following: Customer shall pay in full each Stericycle invoice within 45 days of the date of such invoice by ACH or other agreed upon means. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1% per month (or the maximum amount allowed by law, if different) on the outstanding balance. Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus late fees, and enforcement and collection costs, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle. Customer shall not be entitled to withhold payment by way of set-off or counterclaim. Stericycle shall submit invoices to Customer in accordance with Stericycle's standard billing process. Stericycle shall not be required to adopt Customer's billing process or to use Customer's preferred billing portal. If Stericycle agrees to depart from its standard billing process (which is entirely within Stericycle's discretion), such agreement may be made provided that: (i) Customer agrees to pay a billing surcharge; (ii) Customer reimburses Stericycle for all fees or other costs payable for the use of Customer's portal; and/or (iii) Customer agrees to any other reasonable requirements of Stericycle related to the use of non-standard billing processes.

5. Section 9. **Indemnification** is deleted and replaced with the following: Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, the placement of Prohibited Materials in the Equipment.

6. Section 11. **Confidentiality** is deleted and replaced with the following: Due to the Customer being a state entity, they are not able to keep the pricing or other contract terms confidential, as Customer is subject to the Freedom of Information Act. Stericycle will keep confidential all Customer confidential information provided to Stericycle in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, "confidential information" means any information provided to Stericycle in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

7. All terms not defined in this Addendum shall have the meaning ascribed to them in the Agreement, as amended.

8. All terms and provisions of the Agreement, except as modified and amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum has been duly executed by the day, month and year written below.

CITY OF DES PLAINES

Name

Title

Date

STERICYCLE

Name

Title

Date

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, APRIL 15, 2024

CALL TO ORDER

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Alderman Brookman at 6:30 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, April 15, 2024.

ROLL CALL

Roll call indicated the following Aldermen present: Oskerka, Sayad, Brookman, Walsten, Charewicz. Absent: Lysakowski, Moylan, Smith; Mayor Goczkowski. A quorum was present.

CLOSED SESSION

Moved by Oskerka, seconded by Walsten, to convene into Closed Session under the following sections of the Open Meetings Act – Pending Litigation, Acquisition of Property, and Probable & Imminent Litigation.

Upon roll call, the vote was:

AYES: 5 - Oskerka, Sayad, Brookman,
Walsten, Charewicz

NAYS: 0 - None

ABSENT: 3 - Lysakowski, Moylan, Smith

Motion declared unanimously carried.

*Mayor Goczkowski entered the meeting at 6:31 p.m.

The City Council recessed at 6:32 p.m.

The City Council reconvened at 7:03 p.m.

Roll call indicated the following Alderman present: Moylan, Oskerka, Sayad, Brookman, Walsten, Charewicz. Absent: Lysakowski, Smith. A quorum was present.

Also present were: City Manager Wisniewski, Acting Director of Finance Podbial, Assistant Director of Public Works and Engineering Watkins, Director of Community and Economic Development Rogers, Deputy Fire Chief Matzl, Police Chief Anderson, and General Counsel Friedman.

PRAYER AND PLEDGE

The prayer and the Pledge of Allegiance to the Flag of the United States of America were offered by Alderman Oskerka.

PROCLAMATION

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring April 24, 2024 as Administrative Professionals Day.

ALDERMAN ANNOUNCEMENTS

Alderman Sayad stated he is hosting a ward meeting on May 23rd at 7:00 p.m. at the Golf Road Baptist Church. He also stated on April 19th from 6:00 p.m. to 11:30 p.m. at Rivers Casino the Des Plaines Chamber is hosting the Bubbles and Corks gala. He also mentioned on April 27th St. Zachary is hosting the Green and Gold gala. Lastly, he thanked Chris Pesche and congratulated Pesche's Flowers on celebrating their hundredth year; wishing them another hundred years.

Alderman Walsten stated he is hosting a ward meeting on May 23rd at 7:00 p.m. at Arndt Park Fieldhouse. He mentioned he attended an event this past Saturday hosted by Clean Up Give Back to clean the area of Axehead Lake. He stated there is a function at Arndt Park on Saturday, April 20th regarding sustainability, and on Wednesday, April 17th at 11:30 a.m. is another sustainability get together at the Izaak Walton League.

Alderman Charewicz stated the next eighth ward meeting will be June 4th. He also mentioned the clean-up at Axehead Lake, and thanked Donna Adams for organizing the event. He stated on April 25th at 6:30 p.m. at Lakeview Center, State Representative Michelle Mussman is having a town hall meeting.

**MAYORAL
ANNOUNCEMENTS**

Mayor Goczkowski echoed all of the good words for Chris Pesche and Pesche’s operation; mentioning that the institution is fundamental to the City. He complimented the Clean Up Give Back event, but also mentioned that his son got a tick while there. He encouraged everyone to check themselves, their pets, and their kids for ticks this summer. He also stated that registration is now open for the citywide garage sale on May 3rd through May 5th; further information can be found online.

**MANAGER’S
REPORT**

City Manager Wisniewski acknowledged the administrative professionals who work for the City.

Mayor Goczkowski suggested cancelling the July 1, 2024, City Council meeting since generally the first meeting in July has been cancelled in the past.

*Without objection, the City Council meeting of July 1, 2024, was cancelled.

CONSENT AGENDA

Moved by Brookman, seconded by Oskerka, to Establish the Consent Agenda.

Upon voice vote, the vote was:

AYES: 6 - Moylan, Oskerka, Sayad,
Brookman, Walsten, Charewicz

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Smith

Motion declared carried.

Moved by Brookman, seconded by Walsten, to Approve the Consent Agenda.

Upon roll call, the vote was:

AYES: 6 - Moylan, Oskerka, Sayad,
Brookman, Walsten, Charewicz

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Smith

Motion declared carried.

Minutes were approved; Ordinance M-6-24, M-7-24 were approved; Resolutions R-82-24, R-83-24, R-86-24, R-87-24, R-90-24, R-91-24 were adopted.

**AUTH DISP/ SUR PER
PROP/ CITY OWNED**
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve First Reading of Ordinance M-6-24, AN ORDINANCE AUTHORIZING THE DISPOSITION OF SURPLUS PERSONAL PROPERTY OWNED BY THE CITY OF DES PLAINES. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance
M-6-24**

**AMD CITY CODE/ CL
E LIQ LIC**
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve First Reading of Ordinance M-7-24, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS “E” LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance
M-7-24**

**APPROVE AGRMT/
NWC EMER WTR
SUPP PROJ/ JOHN
NERI CONST**
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve Resolution R-82-24, A RESOLUTION APPROVING AN AGREEMENT WITH JOHN NERI CONSTRUCTION CO., INC. FOR THE NORTHWEST WATER COMMISSION EMERGENCY WATER SUPPLY PROJECT. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-82-24

**APPROVE TO 37/
PROF ELEC SVCS/
ARGON ELEC**
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve Resolution R-83-24, A RESOLUTION APPROVING TASK ORDER NO. 37 UNDER A MASTER CONTRACT WITH ARGON ELECTRIC COMPANY, INC. FOR PROFESSIONAL ELECTRICAL SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-83-24

**APPROVE MSTR
CONTR/ PROF ENG
SVCS/ STANTEC**
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve Resolution R-86-24 A RESOLUTION APPROVING A MASTER CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-86-24

**APPROVE AGRMT/
PURCH FIRE HYD/
CORE AND MAIN**
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve Resolution R-87-24, A RESOLUTION APPROVING AN AGREEMENT WITH CORE AND MAIN, LP. FOR THE PURCHASE OF MUELLER FIRE HYDRANTS. Motion declared carried as approved. unanimously under Consent Agenda.

Resolution
R-87-24

**APPROVE CHG ORD
2/ LEAD SVC LINE &
WTR MAIN RPL /
JOHN NERI**
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve Resolution R-90-24, A RESOLUTION APPROVING CHANGE ORDER NO. 2 WITH JOHN NERI CONSTRUCTION, INC. FOR ADDITIONAL RESOURCES FOR LEAD SERVICE LINE REPLACEMENTS AND EMERGENCY WATER MAIN REPLACEMENT ON ELMHURST ROAD. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-90-24

**RESC R-75-24/ COMP
& EXEC COA**
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve Resolution R-91-24, A RESOLUTION RESCINDING RESOLUTION NO. R-75-24 AND AUTHORIZING CERTAIN CITY OFFICERS AND EMPLOYEES TO EXECUTE APPROVED CONTRACTS WITH THE STATE OF ILLINOIS AND DIRECTING THE CITY CLERK TO COMPLETE AND EXECUTE A CERTIFICATE OF AUTHORITY FOR STATE CONTRACTS. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-91-24

**APPROVE
MINUTES**
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve the Minutes of the City Council meeting of April 1, 2024, as published. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE
MINUTES
Consent Agenda

Moved by Brookman, seconded by Walsten, to Approve the Closed Session Minutes of the City Council meeting of April 1, 2024, as published. Motion declared carried as approved unanimously under Consent Agenda.

APPOINTMENTS/
RE-APPOINTMENTS

For consideration and will be on the next City Council agenda for approval:

Library Board of Trustees

Appointment of Robert Flinn – Term to Expire 7/17/26

Board of Fire & Police Commissioners

Re-appointment of D. Michael Albrecht – Term to expire 4/30/27

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Sayad, Chair

WARRANT
REGISTER
Resolution
R-88-24

Alderman Sayad presented the Warrant Register.

Alderman Sayad stated as of February 29, 2024, there is \$26,664,921.00 in the general fund.

Moved by Sayad, seconded by Oskerka, to Approve the Warrant Register of April 15, 2024, in the Amount of \$3,318,877.12 and Approve Resolution R-88-24.

Upon roll call, the vote was:

AYES: 6 - Moylan, Oskerka, Sayad,
Brookman, Walsten, Charewicz

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Smith

Motion declared carried.

COMMUNITY SERVICES – Alderman Oskerka, Vice-Chair

CONSIDER
AUTHORIZING THE
DISBURSEMENT OF
SOCIAL SERVICES
FUNDS TO SOCIAL
SERVICE AGENCIES
Resolution
R-89-24

As part of the FY2024 Budget, City Council allocated \$250,000.00 for disbursement to social service agencies that provide services to Des Plaines residents in need. The Human Services Division (HS) has solicited and evaluated grant requests from social service agencies that serve the Des Plaines community. At this time, HS seeks the City Council concurrence with the funding allocation as recommended.

The 2024 Social Service Funding notification, the application and timeline were made available on the City’s website on January 31, 2024. Applications were due March 1, 2024. HS contacted the agencies that received funding in 2023, those that inquired about the program throughout the year, as well as those agencies that applied for funding in the past but did not request funds the prior year. The City received a total request for social service funding in the amount of \$341,486.00 from 37 agencies.

The Grant Review Committee of 7 representatives from various City Departments was formed to objectively evaluate all grant applications, and collaboratively make recommendations regarding funding.

The type of services provided in each referral type are defined below:

- Transportation referrals: include local, township and PACE /RTA programs
- Financial Wellness referrals: include job services, Illinois Department of Human Services programs, social security, social service disability insurance, Low Income

Heat and Energy Assistance Program (LIHEAP), and Benefit Access/Benefit Enrollment Programs

- Housing referrals: include nursing home contacts, retirement, supportive living, and housing choice vouchers, and affordable and shared housing options
- Food Resource referrals: include community pantries and dinners, food gift certificates, LINK/SNAP (Food Stamps) and holiday programs
- Health/Wellness referrals: include mental health, substance abuse, physical health, medication disposal, pharmaceutical assistance programs, State Health Insurance Assistance Program Counseling, case management, handicap placards, benefit access, well-being checks, friendly visitors, grocery shopping services, and adult day care.

The Social Service Funding Program utilizes a point system to assist with the ranking applicants. Currently, there is no set criterion to deny an organization Social Service Program Funding beyond the requirement that they must be submitted by the deadline and serve Des Plaines residents.

Staff recommendation is to fund all 37 community partner agencies at an amount not-to-exceed \$250,000.00.

Moved by Charewicz, seconded by Oskerka, to Approve Resolution R-89-24, A RESOLUTION AUTHORIZING THE DISBURSEMENT OF SOCIAL SERVICES FUNDS TO SOCIAL SERVICE AGENCIES.

Upon roll call, the vote was:

- AYES: 6 - Moylan, Oskerka, Sayad,
Brookman, Walsten, Charewicz
- NAYS: 0 - None
- ABSENT: 2 - Lysakowski, Smith
- Motion declared carried.

LEGAL & LICENSING – Alderman Brookman, Chair

CONSIDER
AMENDING TITLE 5
OF THE CITY CODE
TO PROHIBIT THE
SALE OF ILLICIT
THC PRODUCTS AND
KRATOM
Ordinance
M-8-24

There has been a proliferation of retail stores in the City and surrounding communities offering unregulated and untested products derived from industrial hemp as well as a separate botanical ingredient called Kratom. These products are touted as alternatives to cannabis that produce similar intoxicating effects, but are not regulated, inspected, or taxed in the same manner as legal cannabis.

Over the past few years, products synthesized from legally grown industrial hemp have been marketed as having similar effects to cannabis thanks to higher concentrations of other cannabinoids, including Delta-8 THC, Delta-10 THC, and THC-0. Because these products are derived or synthesized from industrial hemp, they fall into a legal gray area unregulated by the CRTA or the Medical Use Act. Further, these products are not included in the Federal Drug Schedules established by the Controlled Substances Act.

Although there have been various legislative proposals at both the state and federal levels, there is no general prohibition on production or sale of these unregulated THC products, although many municipalities have recently imposed local bans on these products. City staff has observed a number of retail business throughout the city offering these products, as well as products derived from Kratom, a botanical substance from Southeast Asia.

City staff has determined that the sale of unregulated THC products and Kratom in the City is not beneficial to the City or its residents.

A few residents spoke in support of kratom, and gave personal accounts of how kratom has positively affected their lives.

Moved by Charewicz, seconded by Oskerka, to Approve First Reading of Ordinance M-8-24, AN ORDINANCE AMENDING TITLE 5 OF THE CITY CODE TO PROHIBIT THE SALE OF ILLICIT THC PRODUCTS AND KRATOM.

Upon voice vote, the vote was:

AYES: 6 - Moylan, Oskerka, Sayad,
Brookman, Walsten, Charewicz

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Smith

Motion declared carried.

**OTHER
MAYOR/ALDERMEN
COMMENTS FOR
THE GOOD OF THE
ORDER**

Alderman Charewicz wanted to clarify to the residents that there is only one citywide garage sale rather than two garage sales broken up by zip codes as was done a few years ago.

Mayor Goczkowski thanked public commenters; stating that he understands it is a fraught topic and thanks them for coming out.

ADJOURNMENT

Moved by Brookman, seconded by Sayad, to adjourn the meeting. Upon voice vote, motion declared carried. The meeting adjourned at 7:53 p.m.

Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS _____

DAY OF _____, 2024

Andrew Goczkowski, MAYOR



FINANCE DEPARTMENT

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

MEMORANDUM

Date: April 24, 2024
To: Dorothy Wisniewski, City Manager
From: Agnes Podbial, Acting Director of Finance *AP*
Subject: Resolution R-97-24, May 6, 2024, Warrant Register

Recommendation: I recommend that the City Council approve the May 6, 2024 Warrant Register Resolution R-97-24.

Warrant Register.....\$3,412,431.61

Estimated General Fund Balance
Balance as of 03/31/2024: \$26,529,613
Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1st & 2nd installments of property tax revenue.

CITY OF DES PLAINES

RESOLUTION

R-97-24

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.

May 6, 2024

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Department: 00 - Non Departmental						
1	4210	Personal Property Replacement Tax	4999 Des Plaines Public Library	1st Qtr 2024	1st Qtr 2024 PPRT Allocation	111,222.16
Total 00 - Non Departmental					111,222.16	

Elected Office						
Division: 110 - Legislative						
2	6000	Professional Services	8452 Anderson Legislative Consulting LTD	04-2024	Lobbyist Services - April 2024 - R-120-23	5,420.00
3	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	4408	Lobbyist Services - March 2024 - R-215-23	5,000.00
Total 110 - Legislative					10,420.00	

Division: 120 - City Clerk						
4	6100	Publication of Notices	1050 Journal & Topics Newspapers	192184	Legal Notice - Line Striping Reflector 04/10/2024	94.05
5	6100	Publication of Notices	1069 Paddock Publications Inc	285480	Legal Notices - Sidewalk Curb and Street Improvements 04/04/2024	71.55
6	6120	Recording Fees	7336 Cook County Clerk	29003312024	Recording Fee for Four Items 03/12/2024	397.00
7	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8006770480	Shredding Services 03/08-03/29/2024	85.17
8	7000	Office Supplies	1644 Warehouse Direct Inc	5682662-0	2 Boxes of Labels	33.39
9	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041024	Water Delivery Services 03/28/2024	8.00
Total 120 - City Clerk					689.16	

Total 10 - Elected Office					11,109.16
----------------------------------	--	--	--	--	------------------

City Administration						
Division: 210 - City Manager						
10	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	18095	Legal Fees - March 2024	5,748.75
11	7000	Office Supplies	1644 Warehouse Direct Inc	5699604-0	1 Box of Size C Batteries	13.14
12	7000	Office Supplies	1644 Warehouse Direct Inc	5701164-0	3 Cartons of Paper and 4 Dozen Assorted Pens	111.17
13	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041024	Water Delivery Services 03/28/2024	56.46
Total 210 - City Manager					5,929.52	

Division: 230 - Information Technology						
14	6000	Professional Services	5934 Tyler Technologies Inc	045-455012	Project Management Consulting 1/31/24	975.00
15	6000	Professional Services	5934 Tyler Technologies Inc	045-460892	Bank Change- Positive Pay Interface 3/18/24	1,560.00
16	6000	Professional Services	5934 Tyler Technologies Inc	045-462779	Bank Change Testing 3/29/24	390.00
17	6300	R&M Software	5934 Tyler Technologies Inc	025-446635	EnerGov Management Suite Maintenance 01/01/2024-12/31/2024 R-59-24	44,800.25
18	6300	R&M Software	5934 Tyler Technologies Inc	045-462084	Ebenefits Maintenance 6/1/24-12/31/24	832.28

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
19	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041024	Water Delivery Services 03/28/2024	59.46
Total 230 - Information Technology					48,616.99	

Division: 250 - Human Resources						
20	5340	Pre-Employment Testing	1320 IL State Police	20240301755	Fingerprint Background Check Services - March 2024	141.25
21	5340	Pre-Employment Testing	8533 Justifacts Credential Verification	383111	5 Pre-Employment Background Screenings 3/7-3/21/2024	938.01
22	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8006770480	Shredding Services 03/08-03/29/2024	85.17
23	7000	Office Supplies	1644 Warehouse Direct Inc	5703747-0	1 Standup Sign, 1 Pk Post-It Notes, 1 Pk Pop-Up Notes, Etc.	48.35
24	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041024	Water Delivery Services 03/28/2024	46.97
Total 250 - Human Resources					1,259.75	

Total 20 - City Administration					55,806.26
---------------------------------------	--	--	--	--	------------------

Department: 30 - Finance						
25	6000	Professional Services	2943 Crowe LLP	CI-40810	Auditing Services for Tax Year 2023 (2nd of 3 Years)	4,000.00
26	6000	Professional Services	2943 Crowe LLP	CI-65607	Auditing Services for Tax Year 2023 (2nd of 3 Years)	3,000.00
27	6110	Printing Services	1665 Classic Graphic Ind Inc	89994	500 Payroll & 2K AP Laser Checks 03/25/2024 - First Merit	401.96
28	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8006770480	Shredding Services 03/08-03/29/2024	85.17
29	7000	Office Supplies	1644 Warehouse Direct Inc	5701164-0	3 Cartons of Paper and 4 Dozen Assorted Pens	183.30
30	7000	Office Supplies	1644 Warehouse Direct Inc	C5676490-0	Quarterly Ecommerce Credit Rebate 11/01/2023 to 01/31/2024	(44.91)
31	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041024	Water Delivery Services 03/28/2024	146.89
Total 30 - Finance					7,772.41	

Community Development						
Division: 410 - Building & Code Enforcement						
32	6000	Professional Services	3337 HR Green Inc	173986	March 2024 Plan Review Services	2,168.22
33	6000	Professional Services	6315 B&F Construction Code Services Inc	19049	February 2024 Inspection Services	4,616.85
34	6000	Professional Services	6315 B&F Construction Code Services Inc	19126	March 2024 Inspection Services	6,751.57
35	6000	Professional Services	4210 Lakota Group, The	24003-01	Oakton Corridor Action Plan Consulting Services 2/1/24-2/29/24	1,055.00
36	6000	Professional Services	6315 B&F Construction Code Services Inc	64154	Plan Review 03/19/2024 Project #1130427	1,200.00
37	6000	Professional Services	6315 B&F Construction Code Services Inc	64214	Plan Review 03/26/2024 Project # 1130476	921.25
38	6000	Professional Services	6315 B&F Construction Code Services Inc	64226	Plan Review 03/28/2024 Project # 1130481	1,070.00
39	6000	Professional Services	6315 B&F Construction Code Services Inc	64228	Plan Review 03/28/2024 Project # 1130480	2,145.79
40	6000	Professional Services	6315 B&F Construction Code Services Inc	64277	Plan Review 04/04/2024 Project # 1130507	1,784.00
41	6000	Professional Services	6315 B&F Construction Code Services Inc	64289	Plan Review 04/05/2024 Project # 1130552	225.00

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
42	6000	Professional Services	6315 B&F Construction Code Services Inc	64290	Plan Review 04/05/2024 Project # 1130565	225.00
43	6000	Professional Services	6315 B&F Construction Code Services Inc	64296	Plan Review 04/08/2024 Project # 1130575	225.00
44	6000	Professional Services	6315 B&F Construction Code Services Inc	64297	Plan Review 04/08/2024 Project # 1130571	225.00
45	6000	Professional Services	6315 B&F Construction Code Services Inc	64319	Plan Review 04/10/2024 Project # 1130597	225.00
46	6000	Professional Services	6315 B&F Construction Code Services Inc	64330	Plan Review 04/10/2024 Project # 1130602	225.00
47	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	DP9702	March 2024 Elevator Inspection Services	720.00
48	6025	Administrative Services	7961 BridgePay Network Solutions LLC	410249	Utility Web, Business License Trans & EnerGov Fees March 2024	26.60
49	6025	Administrative Services	7961 BridgePay Network Solutions LLC	410249	Utility Web, Business License Trans & EnerGov Fees March 2024	73.20
50	6025	Administrative Services	7961 BridgePay Network Solutions LLC	410249	Utility Web, Business License Trans & EnerGov Fees March 2024	25.10
51	6110	Printing Services	1233 Press Tech Inc	52563	1 Box of Business Cards 3/31/2024	30.00
52	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041024	Water Delivery Services 03/28/2024	121.91
Total 410 - Building & Code Enforcement					24,059.49	

Division: 420 - Planning & Zoning						
53	6100	Publication of Notices	1050 Journal & Topics Newspapers	192061	Legal Notice 3/20/24 for PZB Mtg 4/9/24	131.67
Total 420 - Planning & Zoning					131.67	

Total 40 - Community Development					24,191.16
---	--	--	--	--	------------------

Public Works & Engineering						
Division: 100 - Administration						
54	6040	Waste Hauling & Debris Removal	6988 Lighting Resources LLC	53-19040	Light Bulb Recycling - 04/11/2024	2,347.75
55	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000058380	Kronos User Fee - March 2024	196.98
56	6300	R&M Software	8974 Ritter GIS Incorporated	21773	TO#1 Implement CityWorks Software - 03/10-04/11/2024, R-195-23	24,145.00
Total 100 - Administration					26,689.73	

Division: 510 - Engineering						
57	7310	Publications	1462 Sidwell Company, The	SIDX0007048	Cook County Atlas Pages for 2023	100.00
Total 510 - Engineering					100.00	

Division: 520 - Geographic Information Systems						
58	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	7228	R-201-23 Geographic Information System Support 03/01-03/31/2024	19,170.36
Total 520 - Geographic Information Systems					19,170.36	

Division: 530 - Street Maintenance						
59	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	43580	Tree Trimming - Zone 3 - 03/21/2024	22,255.00
60	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	43582	Tree & Stump Removal-1300 River Dr- 02/05 & 03/11/2024, R-153-23	1,690.75

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
61	6195	Miscellaneous Contractual Services	3595 TraffTech Inc	2212	Software Updates & Service 04/01/2024-03/31/2025 - Sign Shop	1,485.00
62	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	281198	Brick Repair - Downtown - 03/28/2024, R-166-22	850.00
63	6325	R&M Street Lights	1044 H&H Electric Co	42724	Street Light Repairs - Lee St - 11/25/2023, R-29-22	711.16
64	6325	R&M Street Lights	1044 H&H Electric Co	43021	LED Street Light Upgrades - Ellinwood - 11/06/2023	1,713.25
65	6325	R&M Street Lights	1044 H&H Electric Co	43021	LED Street Light Upgrades - Ellinwood - 11/06/2023	3,635.66
66	6325	R&M Street Lights	1044 H&H Electric Co	43326	Streetlight Repairs - Various Locations - 02/24/2024, R-29-22	950.72
67	6325	R&M Street Lights	1044 H&H Electric Co	43338	Streetlight Repairs - Lee/Ellinwood - 02/22/2024, R-29-22	695.12
68	6325	R&M Street Lights	1044 H&H Electric Co	43340	Streetlight Repairs - PW - 02/06/2024, R-29-22	290.31
69	7000	Office Supplies	1644 Warehouse Direct Inc	5689505-0	Copy Paper, Notes, Tape Dispenser, Stapler, Pens - PW	18.50
70	7000	Office Supplies	1644 Warehouse Direct Inc	5693945-0	File Storage Boxes & Copy Paper - PW	30.47
71	7000	Office Supplies	1644 Warehouse Direct Inc	5698507-0	Batteries, Tapke, Markers, Files, Pouches - PW	24.43
72	7020	Supplies - Safety	1703 ProSafety Inc	2/902470	150 Safety Vests	450.00
73	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	32151	Screwdriver Set, Organizer, Extension, Etc. - PW 5147	42.42
74	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	32467	Sprayer & Dish Detergent	29.82
75	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	32729	Hook & Pick Set, Drill Bits, Polebarn, Etc.	63.09
76	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	8454151	Returned Tax on Tool Purchase	(39.91)
77	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	8454152	Returned Tools - PW	(399.00)
78	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	8974368	Grinder, Impact Wrench, Tool Combo Kit - PW	438.91
79	7050	Supplies - Streetscape	1057 Menard Incorporated	32804A	Lumber, Post Kit, Pickets, Brackets, Caps	230.55
80	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10518337	8.0 Cu Yds Bulk Topsoil - Parkway Restorations - 03/29/2024	256.00
81	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10518378	8.0 Cu Yds Bulk Topsoil - Parkway Restorations - 03/29/2024	256.00
82	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10519240	1.0 Cu Yd Topsoil & 25 Lbs Grass Seed - 04/09/2024	117.00
83	7055	Supplies - Street R&M	1057 Menard Incorporated	32455	Paint, Brush, Screwdriver, Strainers - Graffiti Removal	168.36
84	7055	Supplies - Street R&M	2016 Signarama	44551	130 No Parking Signs 04/02/2024 - Street/Special Events	962.00
85	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	4505	73 Sign Blanks	1,234.25
86	7055	Supplies - Street R&M	1047 Home Depot Credit Svcs	60740916	Snips, Rope, Tarp - Salt Shed	286.85
87	7055	Supplies - Street R&M	2810 High PSI LTD	84111	Graffiti Removal Supplies	570.00
88	7200	Other Supplies	1057 Menard Incorporated	32872	Film, Clorox Wipes, Cleaner, Ultra Shine, Etc.	164.42
Total 530 - Street Maintenance						39,181.13

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 535 - Facilities & Grounds Maintenance						
89	6000	Professional Services	2506 Trotter & Associates Inc	23106	TO#7 Switchgear Engineering-City Hall-03/01-03/31/2024, R-219-23	2,873.00
90	6000	Professional Services	1112 Architectural Consulting Group LTD	C24-171	TO#1 Roof Rehab Services - 5 Buildings - 03/29/2024, R-224-23	1,740.96
91	6195	Miscellaneous Contractual Services	7146 JOS Services Inc	12110	Plumbing Repairs - Food Pantry - 04/04/2024	1,150.00
92	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4187658795	Mat Service - Police Station - 03/27/2024	39.51
93	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4189094114	Mat Service - Metra Train Station - 04/10/2024	39.51
94	6195	Miscellaneous Contractual Services	5214 State Industrial Products	903227368	Drain Maintenance Program 02/08/2024 - City Hall	115.93
95	6195	Miscellaneous Contractual Services	5214 State Industrial Products	903301160	Drain Maintenance Program 04/08/2024 - City Hall	119.41
96	6315	R&M Buildings & Structures	1135 Colley Elevator Co	251668	Elevator Inspection - Theater - 12/01/2023	185.00
97	6315	R&M Buildings & Structures	1135 Colley Elevator Co	253057	Elevator Inspection - Theater - 01/01/2024	185.00
98	6315	R&M Buildings & Structures	7599 JF Ahern Company	643186	Semi-Annual Fire System Testing - IT Server Room - 03/01/2024	523.00
99	6315	R&M Buildings & Structures	8262 Automatic Fire Systems Inc	7076	Fire Sprinkler Inspection - City Hall - 03/13/2024	2,154.00
100	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	97347	Control Station Install - Fire Station #61 - 03/29/2024	1,194.75
101	6315	R&M Buildings & Structures	8772 Helm Service	CHI196222	AHU Service Call - City Hall Finance - 03/31/2024, R-14-24	417.00
102	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-85732-F2Y8	Monthly Elevator Inspections-CH, PD, Metro, Library-April 2024	499.00
103	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-85732-F2Y8	Monthly Elevator Inspections-CH, PD, Metro, Library-April 2024	180.00
104	6315	R&M Buildings & Structures	7706 Lakeshore Recycling Systems LLC	LR5661147	Trash Removal - Leela Building April 2024	259.56
105	6315	R&M Buildings & Structures	8049 Cross Points Sales Inc	P 81837	Smoke Detector Service - City Hall - 04/01/2024	350.00
106	7000	Office Supplies	1057 Menard Incorporated	33033	Notebooks & Pens	33.73
107	7000	Office Supplies	1644 Warehouse Direct Inc	5689505-0	Copy Paper, Notes, Tape Dispenser, Stapler, Pens - PW	18.50
108	7000	Office Supplies	1644 Warehouse Direct Inc	5693945-0	File Storage Boxes & Copy Paper - PW	30.47
109	7000	Office Supplies	1644 Warehouse Direct Inc	5698507-0	Batteries, Tapke, Markers, Files, Pouches - PW	24.43
110	7020	Supplies - Safety	1703 Prosafety Inc	2/902470	150 Safety Vests	450.00
111	7025	Supplies - Custodial	1057 Menard Incorporated	32202	Fabuloso, Bottled Water, Threaded Rod	52.74
112	7025	Supplies - Custodial	1057 Menard Incorporated	32401	Pole, Brush, Brush Head, Simple Green - Parking Decks	63.86
113	7025	Supplies - Custodial	1057 Menard Incorporated	32409	Pail, Lid, Broom, Dust Pan, Window Washer, Etc. - Parking Decks	113.19
114	7025	Supplies - Custodial	1029 Cintas Corporation	4178903337	Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	190.22
115	7025	Supplies - Custodial	1029 Cintas Corporation	4187658800	Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	196.29
116	7025	Supplies - Custodial	1029 Cintas Corporation	4189094153	Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	196.29
117	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	32095	Padlocks	25.99

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
118	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	32413	Gloves	17.97
119	7030	Supplies - Tools & Hardware	1043 WW Grainger Inc	9084137877	Caulk Gun Tool	89.69
120	7045	Supplies - Building R&M	3378 Michael Wagner & Sons Inc	1015562	Wheelchair Plugs - City Hall	25.06
121	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2070087	Access Panel - History Center	47.96
122	7045	Supplies - Building R&M	1057 Menard Incorporated	32094	Paint Tray, Refills, Trimmer - City Hall 4th Floor	15.64
123	7045	Supplies - Building R&M	1057 Menard Incorporated	32147	Struts, Washers, Bolts, & Nuts - PW	77.63
124	7045	Supplies - Building R&M	1057 Menard Incorporated	32241	Nipples, Bushings, Clamps, Couplings, Anchors - PW	38.62
125	7045	Supplies - Building R&M	1057 Menard Incorporated	32242	Channel Conduit Clamps - PW	11.40
126	7045	Supplies - Building R&M	1057 Menard Incorporated	32398	Lock Nuts - Fire Station #61	7.53
127	7045	Supplies - Building R&M	1057 Menard Incorporated	32456	Press Tees, Strut Clamps, Adapters, Valves, Etc. - FS #61	179.84
128	7045	Supplies - Building R&M	1057 Menard Incorporated	32457	Tube Cutter, Mesh, Hose Hangers - Fire Station #61	39.45
129	7045	Supplies - Building R&M	1057 Menard Incorporated	32473	Bolts & Wax Ring - Food Pantry	8.88
130	7045	Supplies - Building R&M	1057 Menard Incorporated	32592	Cord Reel, Cover, Box, Outlet, Strut - PW	118.81
131	7045	Supplies - Building R&M	1057 Menard Incorporated	32598	Cutting Wheels & Grinding Stones-Drawer Locks-Council Chambers	14.75
132	7045	Supplies - Building R&M	1057 Menard Incorporated	32713	Touch Up Marker - City Hall	5.49
133	7045	Supplies - Building R&M	1057 Menard Incorporated	32852	Plastic Bonder Syringe	6.32
134	7045	Supplies - Building R&M	1057 Menard Incorporated	32858	Cable Ties, Toggle Bolts, Plate, Ceiling Diffuser-Pantry	27.69
135	7045	Supplies - Building R&M	1057 Menard Incorporated	32866	Fuse - City Hall	12.24
136	7045	Supplies - Building R&M	1057 Menard Incorporated	32910	Sealant Remover - Metra Train Station	9.85
137	7045	Supplies - Building R&M	1057 Menard Incorporated	32915	Liquid Hardener, Spreader, Body Filler, FrogTape - City Hall	42.43
138	7045	Supplies - Building R&M	1057 Menard Incorporated	32922	Tank Sprayer, Sealant Remover, Sealant, Scraper Set - Metra	81.28
139	7045	Supplies - Building R&M	1057 Menard Incorporated	33032	Waterproofing Supplies - Metra Train Station	33.96
140	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3522066	Street Elbow & Clamp - Fire Station #61	53.92
141	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5023627	Cable Ties - City Hall	55.48
142	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5071081	3 Fuses - City Hall	36.72
143	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	5409	Paint Primer - City Hall	14.39
144	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	5556	Fasteners - PW	3.70
145	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	5617	Hose Plumbing - Fire Station #61	0.84
146	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7070831	Adhesive & Grease - City Hall Pumps	32.44

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
147	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7605790	Cables, Mounting Brackets, Etc. - City Hall	29.34
148	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8603958	Repair Connectors	34.62
149	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9023158	Arm Hanger & Hole Saw - City Hall	62.23
150	7045	Supplies - Building R&M	1043 WW Grainger Inc	9066331860	12 Filters - City Hall	75.24
151	7045	Supplies - Building R&M	1043 WW Grainger Inc	9069742766	Exit Sign - City Hall	73.05
152	7045	Supplies - Building R&M	1043 WW Grainger Inc	9070835450	2 Batteries - City Hall 4th Floor	49.26
153	7045	Supplies - Building R&M	1043 WW Grainger Inc	9070835468	Fire Hose Nozzle - PW	20.77
154	7045	Supplies - Building R&M	1043 WW Grainger Inc	9070835476	V-Belt - Fire Station #63	1.21
155	7045	Supplies - Building R&M	1043 WW Grainger Inc	9073566425	Com Ed Utility Incentive - City Hall	(5.00)
156	7045	Supplies - Building R&M	1043 WW Grainger Inc	9079850468	Overhead Door Reflector for Repair-Fire Station #63	37.30
157	7045	Supplies - Building R&M	1043 WW Grainger Inc	9081201460	Vent Kit - Fire Station #61	12.32
158	7045	Supplies - Building R&M	1043 WW Grainger Inc	9082623852	Returned Vent Kits - Fire Station #61	(12.32)
159	7045	Supplies - Building R&M	1043 WW Grainger Inc	9084137869	Vent Kit - Fire Station #61	15.15
160	7045	Supplies - Building R&M	1043 WW Grainger Inc	9085058437	Base Flange Pipe - Fire Station #63	21.90
161	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	9576-5	Painting Supplies - Fire Station #63	57.61
162	7045	Supplies - Building R&M	1525 Hastings Air-Energy Control Inc	PS-I0006517	Plymovement Hose - Fire Station #62	1,162.42
163	7140	Electricity	1033 ComEd	0824348000-04/24	Electricity Service 03/11-04/09/2024	25.39
164	7140	Electricity	1033 ComEd	1119445000-04/24	Electricity Service 03/11-04/09/2024	25.39
165	7140	Electricity	1033 ComEd	1685345000-04/24	Electricity Service 03/11-04/09/2024	25.39
166	7140	Electricity	1033 ComEd	3011245000-04/24	Electricity Service 03/11-04/09/2024	261.79
167	7140	Electricity	1033 ComEd	3107035000-04/24	Electricity Service 03/11-04/09/2024	798.34
168	7140	Electricity	1033 ComEd	3329105000-04/24	Electricity Service 03/11-04/09/2024	27.49
169	7140	Electricity	1033 ComEd	3508735000-04/24	Electricity Service 03/11-04/09/2024	43.89
170	7140	Electricity	1033 ComEd	3983754111-03/24	Electricity Service 02/20-03/19/2024	6,085.36
171	7140	Electricity	1033 ComEd	4441545000-04/24	Electricity Service 03/11-04/09/2024	37.65
172	7140	Electricity	1033 ComEd	4572894000-04/24	Electricity Service 03/11-04/09/2024	469.02
173	7140	Electricity	1033 ComEd	5423445000-04/24	Electricity Service 03/11-04/09/2024	834.29
174	7140	Electricity	1033 ComEd	5469245000-04/24	Electricity Service 03/11-04/09/2024	141.02
175	7140	Electricity	1033 ComEd	5481145000-04/24	Electricity Service 03/11-04/09/2024	25.39

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
176	7140	Electricity	1033 ComEd	6037992222-04/24	Electricity Service 03/11-04/09/2024	99.41
177	7140	Electricity	1033 ComEd	6162935000-04/24	Electricity Service 03/11-04/09/2024	48.43
178	7140	Electricity	1033 ComEd	6675145000-04/24	Electricity Service 03/11-04/09/2024	25.39
179	7140	Electricity	1033 ComEd	7701345000-04/24	Electricity Service 03/11-04/09/2024	25.39
180	7140	Electricity	1033 ComEd	9377735000-04/24	Electricity Service 03/11-04/09/2024	25.39
181	7140	Electricity	1033 ComEd	9855725000-04/24	Electricity Service 03/11-04/09/2024	91.68
182	7200	Other Supplies	1057 Menard Incorporated	32202	Fabuloso, Bottled Water, Threaded Rod	6.96
183	7200	Other Supplies	1057 Menard Incorporated	32358	8 Cases Bottled Water - City Hall	27.84
184	7200	Other Supplies	8244 Des Plaines Ace Hardware	5570	AA Batteries	17.99
185	7200	Other Supplies	6041 ChargePoint Inc	IN258043	ChargePoint Charging Card for E-Vehicle	105.00
186	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	5524743	Air Purifier - City Hall IT	279.00
187	8010	Furniture & Fixtures	1047 Home Depot Credit Svcs	5023629	Mini Refrigerator - City Hall HR	199.00
Total 535 - Facilities & Grounds Maintenance					25,918.31	

Division: 540 - Vehicle Maintenance

188	6040	Waste Hauling & Debris Removal	5154 HazChem Environmental Corporation	24-49750	Waste Handling - 04/01/2024	572.32
189	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2703815	51 Tires Recycled - 03/30/2024	254.18
190	6135	Rentals	1029 Cintas Corporation	4187013029	Mechanic's Uniform Rental - 03/20/2024	236.74
191	6135	Rentals	1029 Cintas Corporation	4187739028	Mechanic's Uniform Rental - 03/27/2024	236.74
192	6135	Rentals	1029 Cintas Corporation	4189174270	Mechanic's Uniform Rental - 04/10/2024	201.22
193	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	04/05/2024	Tow Service - PW 5044 - 04/05/2024	142.00
194	6305	R&M Equipment	1575 Pirtek O'Hare	OH-T00029390	Hydraulic Hose 02/20/2024 - PW 5PW1	255.38
195	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	319	10 Car Washes - Dec 2023 - PW	60.00
196	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	333	3 Car Washes - January 2024 - PW	18.00
197	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	346	13 Car Washes - February 2024 - PW	78.00
198	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	367	5 Car Washes - March 2024 - PW	30.00
199	6310	R&M Vehicles	1643 Golf Mill Ford	906951	All Wheel Drive Repair - Police 6096 - 04/08/2024	514.88
200	6310	R&M Vehicles	1643 Golf Mill Ford	907081	Exhaust Repair - Police 6104 - 04/10/2024	671.42
201	7000	Office Supplies	1644 Warehouse Direct Inc	5689505-0	Copy Paper, Notes, Tape Dispenser, Stapler, Pens - PW	18.49
202	7000	Office Supplies	1644 Warehouse Direct Inc	5693945-0	File Storage Boxes & Copy Paper - PW	30.47

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
203	7000	Office Supplies	1644 Warehouse Direct Inc	5698507-0	Batteries, Tapke, Markers, Files, Pouches - PW	24.43
204	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	889865	Tail Light - PW 5124	27.48
205	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	890343	Motor Oil - PW 5033	321.84
206	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	890484	Panel Filter - PW 5005	23.98
207	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000268232	Electrical Tape - PW Stock	72.03
208	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_386582A	100 Ft Roll of Two-Gauge Wire - PW 5147	59.00
209	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_391599	Brake Pads - Fire 7607	1,357.22
210	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_391862	Hoses & Fittings - Fire 7607	351.32
211	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0431049	Filters, Valve Stems, Brake Pads, Rotors, Alternator - Police St	1,018.35
212	7040	Supplies - Vehicle R&M	8827 VGP Holdings LLC	134472800	Engine Oil & Chassis Grease	1,338.95
213	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1CR0075290	Returned Parts - Police 6105	(45.44)
214	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-188410	Brake Pads & Rotors - Police 6920	129.99
215	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-188810	A/C Hose - PW 5901	31.99
216	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280159537	14 Police Tires - Police Stock	1,993.56
217	7040	Supplies - Vehicle R&M	2168 Petroleum Technologies Equipment, Inc	34572	14 Fuel Tags & 1 Battery - PW Stock	1,498.00
218	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	396721	Wing Plow Parts - PW 5089	1,278.73
219	7040	Supplies - Vehicle R&M	8244 Des Plaines Ace Hardware	5540	40A Fuses - Police 6090	8.98
220	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	571002P	Blower Motor - Police 6046	131.34
221	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	571011P	Chains, Arm, Guide, Tensioner, Etc. - Police 6046	466.94
222	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	571024P	Tensioner & Guide - Police 6046	48.20
223	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	571055P	Water Pump Kit - Police 6046	620.78
224	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	571099P	Sensors - Police 6087	106.32
225	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	571166P	Throttle Body & Gasket - Police 6087	180.70
226	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	571258P	Coolant Hose - Police 6090	83.34
227	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	571260P	Bolts - Fire 6071	21.00
228	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	571327P	Coolant Hose - Police 6090	129.74
229	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	571415P	Toe Links & Nuts - Police 6097	116.96
230	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	7971	Brake Parts Cleaner	383.04

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
231	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	887161	Core Deposit Returned - Police 6087	(133.34)
232	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	887404	Core Deposits Returned - PW Stock	(72.00)
233	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	887494	Radiator - Police 6916	272.96
234	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	888333	Returned Connector - PW Stock	(28.04)
235	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	889494	2 Fuses - PW 5083	8.92
236	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	890030	4 Fuses - PW5083	27.21
237	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	890417	Antifreeze - Fire 7602	53.94
238	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	890423	Returned Drain Plug, Gasket, LED Grom - Police 6928	(46.63)
239	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	890429	6 Filters - PW Stock	46.02
240	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	890485	Air Filters - PW 5085	55.89
241	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	890575	5 Batteries & 5 Core Deposits - PW Stock	740.60
242	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	890587	Core Deposits Returned - PW Stock	(220.12)
243	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	890709	Battery Maintainer - PW 5113	39.99
244	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	890824	5 Hydraulic Hose Fittings - Fire 7602	41.00
245	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	890851	Battery Tenders - PW Stock & PW 8046	160.00
246	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM5677617P	Returned Bolt - Police 6071	(34.40)
247	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM568838P	Returned Bumper, Insulator, Pad, Boot - Police 6102	(159.44)
248	7040	Supplies - Vehicle R&M	2437 Waterous Company	P2T5411 001	Impeller Shaft Assembly & Gasket Set - Fire 7602 - 03/11/2024	6,914.65
249	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101153842:01	2 Steering U-Joints - PW 5109 & PW Stock	97.98
250	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101154044:01	Radiator - Fire 7707	1,283.99
251	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101154046:01	Pipe, Clamp, Gasket, Sensor & Nuts - Fire 7602	213.88
252	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101154046:02	Hose Connectors - Fire 7602	14.28
253	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101154053:01	Air Cleaner - Fire 7803	151.42
254	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101154392:01	EGR Clamp	18.09
255	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101154568:01	2 Hoses - Fire 7602	48.36
256	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101154658:01	2 Clamps - Fire 7602	2.56
257	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101154658:02	2 Clamps - Fire 7602	2.56
258	7120	Gasoline	1014 Al Warren Oil Company Inc	W1640784	4,541 Gals Unleaded Gasoline - 03/27/2024, R-189-23	12,298.20
259	7120	Gasoline	1014 Al Warren Oil Company Inc	W1644710	4,713 Gals Unleaded Gasoline - 04/10/2024, R-189-23	12,946.11

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
260	7130	Diesel	1014 Al Warren Oil Company Inc	W1640785 2513 Gals Bio-Diesel Blend Fuel - 03/25/2024, R-189-23	6,886.53
261	7130	Diesel	1014 Al Warren Oil Company Inc	W1644709 2,004 Gals Bio Diesel - 04/12/2024, R-189-23	5,449.60
262	7320	Equipment < \$5,000	2823 Abbott Rubber Company Inc	5513873 Quick Coupler - Shop Equipment	51.62
263	7320	Equipment < \$5,000	8454 NAPA Auto Parts	890422 Gauge - Shop Equipment	6.73
Total 540 - Vehicle Maintenance					62,237.73

Total 50 - Public Works & Engineering	173,297.26
--	-------------------

Police Department						
Division: 610 - Uniformed Patrol						
264	5325	Training	1261 North East Multiregional Training Inc	350352	Close Quarter Handgun Skills (2 Ofc) 3/28/2024	400.00
265	7300	Uniforms	5705 Artistic Engraving	22852	Retirement Badge, Wallet, Mount (1 Sgt)	345.17
266	7300	Uniforms	1244 Ray O'Herron Company Inc	2334857	2 Name Tages for New Officer	45.00
Total 610 - Uniformed Patrol					790.17	

Division: 620 - Criminal Investigation						
267	6110	Printing Services	2016 Signarama	44453	Office Name Plate for 1 Detective 04/04/2024	36.50
268	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	03442938	Investigations Database 2/26-3/25/2024	100.00
269	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20240331	Investigations Database 3/1-3/31/2024	202.00
270	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	849971692	Investigations Database 3/1-3/31/2024	385.62
271	7300	Uniforms	5705 Artistic Engraving	22795	Detective Star	130.75
Total 620 - Criminal Investigation					854.87	

Division: 630 - Support Services						
272	5310	Membership Dues	1261 North East Multiregional Training Inc	349472	Department Annual Membership Fee 7/1/2024-7/1/2025	9,405.00
273	5325	Training	1261 North East Multiregional Training Inc	350646	Red Dot Optic Inst. (2 Ofc) 3/25-3/26/2024	800.00
274	6000	Professional Services	5975 Aero Removals Trisons Inc	21137CR55	Removal and Transport of 1 Deceased March 2024	425.00
275	6015	Communication Services	8484 PTS Communications Inc	2120833	3 Public Pay Phones Monthly Fee 5/1-5/31/2024	225.00
276	6110	Printing Services	1233 Press Tech Inc	52609	1 Box of Business Cards 4/12/2024	30.00
277	6190	Tow/Storage/Abandoned Fees	1819 Tri R Service Inc	120	Towing Services (5) 3/26-3/28/2024	200.00
278	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	3/1/2024	February 2024 Towing Services (1)	40.00
279	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	4/1/2024	March 2024 Towing Services (2)	80.00
280	6195	Miscellaneous Contractual Services	8566 Andy Frain Services Inc	356016	2024 Crossing Guard Services 3/1-3/31/2024 R-54-23	30,913.83
281	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8006770480	Shredding Services 03/08-03/29/2024	425.89
282	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	318	46 Car Washes December 2023 - Police	276.00

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
283	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	335	91 Car Washes January 2024 - Police	546.00
284	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	345	124 Car Washes February 2024 - Police	744.00
285	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	370	81 Car Washes March 2024 - Police	486.00
286	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-24020-3	2024 Service Agreement for Range Cleaning and Maint 3/28/2024	650.10
287	7015	Supplies - Police Range	5197 Kieslers Police Supply Inc	IN236445	3,000 Rds of Simmunition Ammo	2,143.46
288	7200	Other Supplies	1018 Anderson Lock Company LTD	1144565	10 Custom Cut Keys	84.10
289	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041024	Water Delivery Services 03/28/2024	71.95
290	7320	Equipment < \$5,000	3154 Porter Lee Corporation	30043	Power Cords for Evidence Scanners (2)	74.00
291	8000	Computer Software	8154 DACRA Tech LLC	DT02024-03-048	Dacra Software Licensing 3/1-3/31/2024	3,250.00
Total 630 - Support Services					50,870.33	

Total 60 - Police Department	52,515.37
-------------------------------------	------------------

Fire Department

Division: 100 - Administration						
292	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041024	Water Delivery Services 03/28/2024	40.97
Total 100 - Administration					40.97	

Division: 710 - Emergency Services						
293	5325	Training	8104 MacQueen Emergency Group	G00240	Preventive Maintenance Training 10/30/2023 - 11/03/2023	1,300.00
294	5325	Training	1291 Elevated Safety LLC	INV00005720	1 Rope Rescue Training Class 04/01/2024 - 1 Paramedic	1,300.00
295	5325	Training	1291 Elevated Safety LLC	INV00005722	2 Ropes Rescue Training Class 04/01/2024 - 2 Paramedics	2,600.00
296	5325	Training	1291 Elevated Safety LLC	INV00005727	1 Rope Rescue Training Class 04/01/2024 - 1 Paramdic	1,300.00
297	6015	Communication Services	9023 Granite Telecommunications LLC	643041845	Communication Call Boxes Station 61,62,63-01/19/2024-02/03/2027	296.93
298	6035	Dispatch Services	5973 Emergency Twenty Four Inc	81522	Elevator Alarm Dispatch Fees - March 2024	1,673.00
299	6195	Miscellaneous Contractual Services	5705 Artistic Engraving	22737	Retirement Badge Engraving and Case - Engineer 03/19/2024	180.75
300	6305	R&M Equipment	2626 Alpha Prime Communications	119368	Repair Radio on Ambulance 62 & Ambulance 64 - 03/22/2024	495.00
301	6305	R&M Equipment	2626 Alpha Prime Communications	119580	Repair Radio on Engine 63 - 04/04/2024	750.00
302	6305	R&M Equipment	1080 Air One Equipment Inc	205238	1 Epoxy, 1 Pressure Gauge, 2 Gland Packing, Repair SCBA-4/1/24	616.19
303	6305	R&M Equipment	6854 Dinges Fire Company	34596	Bullard Repair -12/2/22	795.00
304	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-18833	Fleet Vehicle Maintenance Services R-47-24 -Squad 63-04/08/2024	1,209.16
305	6315	R&M Buildings & Structures	1660 Safety-Kleen Systems Inc	94116146	Parts Washer Solvent Station 63 - 04/02/2024	416.78
306	6315	R&M Buildings & Structures	1525 Hastings Air-Energy Control Inc	PS-I0006575	Service Call - Damaged Flex @ Station 62 - 03/25/2024	225.00

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
307	7000	Office Supplies	1644 Warehouse Direct Inc	5690550-1	1 Box of Staples	0.78
308	7025	Supplies - Custodial	1043 WW Grainger Inc	9071172838	6 Floor Squeegees	477.58
309	7200	Other Supplies	1046 Hinckley Spring Water Co	22728338 041124	26-24 Packs of Water for Fire Vehicles	221.04
310	7200	Other Supplies	1571 Welding Industrial Supply	3185484	5 Oxygen Cylinders	144.73
311	7200	Other Supplies	1571 Welding Industrial Supply	R03188185	14 Cylinders - March 2024	176.84
312	7300	Uniforms	3212 On Time Embroidery Inc	119581	3 Pants - Engineer	228.00
313	7300	Uniforms	3212 On Time Embroidery Inc	122423	1 Pair of Shoes- Paramedic	149.00
314	7300	Uniforms	3212 On Time Embroidery Inc	122437	1 Pair of Shoes- Paramedic	154.00
315	7300	Uniforms	3212 On Time Embroidery Inc	122444	1 Pair of Shoes - Battalion Chief	149.00
316	7320	Equipment < \$5,000	8616 Conway Shield Inc	0520105	7 Shields- Division Chief, Firefighters	543.70
317	7320	Equipment < \$5,000	1080 Air One Equipment Inc	205465	Replacement Fire Hose - 5"X50' & 2.25"X50'	5,154.00
318	7320	Equipment < \$5,000	1080 Air One Equipment Inc	205465	Replacement Fire Hose - 5"X50' & 2.25"X50'	20.00
319	7320	Equipment < \$5,000	6854 Dinges Fire Company	32394	6 Rechargeable Batteries	402.89
320	7320	Equipment < \$5,000	1291 Elevated Safety LLC	INV00005700	1 MultiAscend, 1 Harness, 2 Webbing Spools	997.60
321	7500	Postage & Parcel	4899 Sentinel Emergency Solutions LLC	30180	Rosenbauer Electric Vehicle Suppression System R-41-24	209.80
322	8015	Equipment	4899 Sentinel Emergency Solutions LLC	30180	Rosenbauer Electric Vehicle Suppression System R-41-24	29,999.00
Total 710 - Emergency Services					52,185.77	
Division: 720 - Fire Prevention						
323	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041024	Water Delivery Services 03/28/2024	34.48
Total 720 - Fire Prevention					34.48	
Total 70 - Fire Department					52,261.22	
Department: 75 - Fire & Police Commission						
324	5340	Pre-Employment Testing	5372 COPS & FIRE Personnel Testing Service	108970	4 Pre-Employment Psychological Testing Services 03/27-03/28/2024	1,500.00
325	6000	Professional Services	8840 National Testing Network Inc	15027	NTN Dues for FireTeam FF Testing/Recruit Serv 3/30/24-3/30/25	1,750.00
326	6000	Professional Services	8840 National Testing Network Inc	15028	NTN Dues-FrontLine Natl Testing/Recruit Law Enf 3/30/24-3/30/25	1,750.00
Total 75 - Fire & Police Commission					5,000.00	
Department: 90 - Overhead						
327	6140	Leases	3827 Pitney Bowes Inc	3106523133	Mailing Machine Lease 12/30/23-03/29/2024	1,209.72
Total 90 - Overhead					1,209.72	
Total 100 - General Fund					494,384.72	

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 230 - Motor Fuel Tax Fund					
328	7140	Electricity	1033 ComEd	0178722000-04/24	Electricity Service 03/09-04/08/2024 370.39
329	7140	Electricity	1033 ComEd	0234022000-04/24	Electricity Service 03/09-04/08/2024 392.82
330	7140	Electricity	1033 ComEd	0732352000-04/24	Electricity Service 03/11-04/09/2024 955.30
331	7140	Electricity	1033 ComEd	5291872222-04/24	Electricity Service 03/11-04/09/2024 404.84
332	7140	Electricity	1033 ComEd	6535402111-04/24	Electricity Service 03/11-04/09/2024 48.66
333	7140	Electricity	1033 ComEd	8603942222-04/24	Electricity Service 03/09-04/08/2024 3,536.57
334	7140	Electricity	1033 ComEd	9710731222-04/24	Electricity Service 03/14-04/12/2024 97.97
335	7160	Ice Control	1372 Morton Salt Inc	04052024	Bulk Rock Salt - 04/05/2024 R-127-23 96,503.00
Total 230 - Motor Fuel Tax Fund					102,309.55

Fund: 250 - Grant Projects Fund					
Program: 2520 - Capital Grants					
336	6000	Professional Services	4001 Rick Hiton & Associates	02240023	Hazard Mitigation Program - 1820 E Algonquin Appraisal 03/14/24 400.00
337	6000	Professional Services	4001 Rick Hiton & Associates	04240009	Hazard Mitigation Program - 2073 Cedar St Appraisal 04/09/2024 400.00
Total 2520 - Capital Grants					800.00
Total 250 - Grant Projects Fund					800.00

Fund: 260 - Asset Seizure Fund					
Program: 2620 - DEA					
338	7015	Supplies - Police Range	1244 Ray O'Herron Company Inc	2332809	1,200 Rds 9mm 115gr 2,628.00
339	7320	Equipment < \$5,000	8725 Enviro Safety Products	INV622168	2 Peltor Communications Headsets for TRT 1,999.98
Total 2620 - DEA					4,627.98

Program: 2640 - Forfeit					
340	6115	Licensing/Titles	1744 IL Secretary of State	1901583B-2025	Sqd 17 Vehicle Registration for 2025 Lic 190158B 151.00
Total 2640 - Forfeit					151.00
Total 260 - Asset Seizure Fund					4,778.98

Fund: 400 - Capital Projects Fund					
341	6000	Professional Services	1123 Christopher B Burke Engineering LTD	190934	TO #5 - Cumberland Station Crossing Eng Svcs 2/25-3/30/2024 4,742.50
342	6000	Professional Services	1123 Christopher B Burke Engineering LTD	190935	R-96-23 TO #3 - Craig Manor Drainage Eng Svcs 2/25-3/30/2024 36,797.50
343	6000	Professional Services	1126 Civiltech Engineering Inc	53784	TO No. 1 - Busse Hwy Improvements - FHWA Meeting 2/14-3/29/2024 4,436.60
Total 400 - Capital Projects Fund					45,976.60

Fund: 420 - IT Replacement Fund					
344	8005	Computer Hardware	1035 Dell Marketing LP	10739242817	3 Desktop Computers For Police Report Writing Room 4,024.80
Total 420 - IT Replacement Fund					4,024.80

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 430 - Facilities Replacement Fund					
345	6000	Professional Services	2436 Haeger Engineering LLC	92814 PD/Link MWRD Closeout Documents - 03/04-04/14/2024	1,960.00
346	6000	Professional Services	1112 Architectural Consulting Group LTD	C24-171 TO#1 Roof Rehab Services - 5 Buildings - 03/29/2024, R-224-23	11,651.04
Total 430 - Facilities Replacement Fund					13,611.04

Fund: 500 - Water/Sewer Fund					
Non Departmental					
Division: 550 - Water Systems					
347	6000	Professional Services	5995 Wunderlich-Malec Services Inc	24453 Miscellaneous SCADA Services - 01/31/2024, R-229-23	1,236.85
348	6140	Leases	1562 Wisconsin Central LTD	9500261525 Lease - Storm Sewer - 5/1/24 - 4/30/25 Doc. 2998-W	535.54
349	6140	Leases	1562 Wisconsin Central LTD	9500261529 Lease - Water Easement 5/1/24 - 4/30/25 Doc. 3554W	518.71
350	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	223665 IEPA Testing - 03/05-03/27/2023	1,430.27
351	6195	Miscellaneous Contractual Services	5400 Dahme Mechanical Industries Inc	20240155 TO#4 Alt Valve Install - Howard Tank - 03/04/2024, R-33-24	23,888.00
352	6310	R&M Vehicles	1674 Spring-Align of Palatine, Inc	126401 Rear Spring Stacks Replacement - PW 9053 - 03/27/2024	2,292.20
353	6335	R&M Water Distribution System	5399 Beary Landscape Management	273394 Seeding Work - Howard & Eastview - 12/21/2023	2,485.00
354	6335	R&M Water Distribution System	5399 Beary Landscape Management	273395 Soil, Seed, Straw Blanket - Howard & Eastview - 12/21/2023	2,495.00
355	6335	R&M Water Distribution System	1355 MQ Construction Company	4-1-24-1 TO#3 Watermain Repairs-1700 S Mt Prospect-03/21/2024, R-44-24	17,628.76
356	6335	R&M Water Distribution System	5772 Berger Excavating Contractors Inc	DPL_WM-049 TO#1 Watermain Repairs & Cordial Dr - 03/28/2024, R-223-23	12,770.00
357	7000	Office Supplies	1644 Warehouse Direct Inc	5689505-0 Copy Paper, Notes, Tape Dispenser, Stapler, Pens - PW	18.50
358	7000	Office Supplies	1644 Warehouse Direct Inc	5693945-0 File Storage Boxes & Copy Paper - PW	30.47
359	7000	Office Supplies	1644 Warehouse Direct Inc	5698507-0 Batteries, Tapke, Markers, Files, Pouches - PW	24.43
360	7020	Supplies - Safety	1703 Prosafety Inc	2/902220 Locate & Safety Supplies	64.00
361	7020	Supplies - Safety	1703 Prosafety Inc	2/902470 150 Safety Vests	450.00
362	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	5555 Shovel, Lopper, Mineral Oil, Marker Paint, Spray	67.09
363	7035	Supplies - Equipment R&M	3518 O'Reilly Auto Parts	2479-188245 V-Belt - PW 9064	16.15
364	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	5568 Batteries & Electric Tape	36.87
365	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	890517 V-Belt - PW 9064	8.37
366	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_391555 Slack Adjusters - PW 9032	607.56
367	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	891172 Idler Pulley & Tensioner - PW 9032	170.89
368	7045	Supplies - Building R&M	1057 Menard Incorporated	32088 Rod, PVC, Conduit, Rod Clamp, Coupler - Maple St	101.75
369	7045	Supplies - Building R&M	1057 Menard Incorporated	32108 Returned PVC Coupler, PVC, Etc. - Maple	(23.90)
370	7045	Supplies - Building R&M	1057 Menard Incorporated	32110 Bonding Additive & Mortar - Maple	42.36
371	7045	Supplies - Building R&M	1057 Menard Incorporated	32137 Chisel & Mortar - Maple St	22.98

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
372	7045	Supplies - Building R&M	1057 Menard Incorporated	32158	Pail, Mortar, Mortar Repair, Etc. - Maple St	82.93
373	7045	Supplies - Building R&M	1057 Menard Incorporated	32203	Roof Cement, Roof Patch, Primer, Repair Fabric - Central PS	70.24
374	7045	Supplies - Building R&M	1057 Menard Incorporated	32365	Returned Roof Patch	(14.98)
375	7045	Supplies - Building R&M	1057 Menard Incorporated	32415	LED Motion Sensor Light - Dulles Tower	199.98
376	7045	Supplies - Building R&M	1057 Menard Incorporated	32458	PVC Elbow, Round Box, Cover - Dulles Tower	44.66
377	7045	Supplies - Building R&M	1057 Menard Incorporated	32461	Strut Clamps & Screws - Dulles Tower	8.60
378	7045	Supplies - Building R&M	1057 Menard Incorporated	32474	Returned Boxes, Screws, Elbows - Dulles Tower	(44.66)
379	7045	Supplies - Building R&M	1057 Menard Incorporated	32475	2 Motion Sensor Lights, Screws, Washers - Dulles Tower	203.47
380	7045	Supplies - Building R&M	1057 Menard Incorporated	32909	Concrete Bonder & Crack Seal - Maple PS	58.33
381	7045	Supplies - Building R&M	1057 Menard Incorporated	32929	Siding Sealant - Maple PS	16.96
382	7045	Supplies - Building R&M	1057 Menard Incorporated	33039	Wall Pack - Central PS	79.99
383	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9076374	Roll Roofing Repair Material - Central	20.98
384	7070	Supplies - Water System Maintenance	1162 Vollmar Clay Products Inc	189487	Split Bottoms, Valve Vaults, Cones, Butyl Rubber	1,590.00
385	7070	Supplies - Water System Maintenance	1703 Proasafety Inc	2/902220	Locate & Safety Supplies	418.00
386	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	32936	Framing Lumber	32.18
387	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	5549	Adapter, Valve, Coupling, Sump Pump, Pipe - Central	238.78
388	7070	Supplies - Water System Maintenance	1072 Prairie Material	891416260	14.0 Cu Yds Concrete - Repairs - 03/13/2024	2,825.51
389	7070	Supplies - Water System Maintenance	1072 Prairie Material	891443178	1.5 Cu Yds Concrete - Repairs - 04/09/2024	294.38
390	7070	Supplies - Water System Maintenance	1072 Prairie Material	891448664	1.5 Cu Yds Concrete - Repairs - 04/12/2024	294.38
391	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U563652	12" Valves, Megalugs, Gaskets, T-Heads	7,300.00
392	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U581288	Pipes, Gaskets, Megalugs, T-Heads, Etc.	4,122.20
393	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U632620	Flange Kits	1,892.00
394	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U634977	Check Valve	795.00
395	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U648077	Corps & Hymax Couplings	2,421.02
396	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U652192	Curb Stops & B-Box Lids	1,810.08
397	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U652205	6 Couplings	563.62
398	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U688517	End Caps, Megalugs, Gaskets, T-Heads	960.00
399	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	04012024	Wholesale Water Purchase - March 2024, R-183-14	377,823.80
400	7120	Gasoline	1014 Al Warren Oil Company Inc	W1640784	4,541 Gals Unleaded Gasoline - 03/27/2024, R-189-23	1,561.30

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
401	7120	Gasoline	1014 Al Warren Oil Company Inc	W1644710	4,713 Gals Unleaded Gasoline - 04/10/2024, R-189-23	1,775.32
402	7130	Diesel	1014 Al Warren Oil Company Inc	W1640785	2513 Gals Bio-Diesel Blend Fuel - 03/25/2024, R-189-23	326.65
403	7130	Diesel	1014 Al Warren Oil Company Inc	W1644709	2,004 Gals Bio Diesel - 04/12/2024, R-189-23	527.87
404	7140	Electricity	1033 ComEd	0133057000-04/24	Electricity Service 03/11-04/09/2024	274.03
405	7140	Electricity	1033 ComEd	1839544000-03/24	Electricity Service 02/20-03/19/2024	8,362.65
406	7140	Electricity	1033 ComEd	2357736000-04/24	Electricity Service 03/09-04/08/2024	4,598.92
407	7140	Electricity	1033 ComEd	6143192222-4/24A	Electricity Service 01/04-02/06/2024	483.40
408	7140	Electricity	1033 ComEd	6143192222-4/24B	Electricity Service 02/06-03/14/2024	525.97
409	7140	Electricity	1033 ComEd	6143192222-4/24C	Electricity Service 03/14-04/10/2024	267.31
410	7140	Electricity	1033 ComEd	6267352000-04/24	Electricity Service 03/08-04/05/2024	628.27
411	7140	Electricity	1033 ComEd	8117433111-04/24	Electricity Service 03/08-04/05/2024	78.40
412	7140	Electricity	1033 ComEd	8216981222-04/24	Electricity Service 03/11-04/09/2024	129.55
413	7140	Electricity	1033 ComEd	9933185000-04/24	Electricity Service 03/08-04/05/2024	25.90
414	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	78201	Chlorine Cylinder Rental - 01/29/2024-02/26/2024	210.00
415	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	78202	Chlorine Cylinder Rental - 01/29/2024-02/26/2024	76.00
416	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	79319	Chlorine Cylinder Rental - 02/26/2024-03/25/2024	210.00
417	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	79320	Chlorine Cylinder Rental - 02/26/2024-03/25/2024	171.00
Total 550 - Water Systems					491,257.84	

Division: 560 - Sewer Systems						
418	6195	Miscellaneous Contractual Services	7922 US Geological Survey	91154664	Algonquin Rd River Gauge Maintenance 01/01-03/31/2024	3,700.00
419	7000	Office Supplies	1644 Warehouse Direct Inc	5689505-0	Copy Paper, Notes, Tape Dispenser, Stapler, Pens - PW	18.50
420	7000	Office Supplies	1644 Warehouse Direct Inc	5693945-0	File Storage Boxes & Copy Paper - PW	30.47
421	7000	Office Supplies	1644 Warehouse Direct Inc	5698507-0	Batteries, Tapke, Markers, Files, Pouches - PW	24.43
422	7020	Supplies - Safety	1703 Prosafety Inc	2/902220	Locate & Safety Supplies	89.40
423	7020	Supplies - Safety	1703 Prosafety Inc	2/902470	150 Safety Vests	450.00
424	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	324890	2 Boxes Contractor Bags - PW	25.98
425	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	890851	Battery Tenders - PW Stock & PW 8046	39.95
426	7040	Supplies - Vehicle R&M	9009 Brown Equipment Company	INV25523	Swivel Joint - PW 8021	357.99
427	7075	Supplies - Sewer System Maintenance	1703 Prosafety Inc	2/902220	Locate & Safety Supplies	418.00
428	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	32503	PVC Pipe, Sewage Pump, Check Valve, Adapters, Etc. - Civic Deck	956.99

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
429	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	561631	2 Gripper Plugs	65.00
430	7075	Supplies - Sewer System Maintenance	1202 Standard Equipment Co	P48684	Nozzle & Pipe Assembly	699.29
431	7075	Supplies - Sewer System Maintenance	1202 Standard Equipment Co	P48917	2 Hose Assemblies	551.92
432	7120	Gasoline	1014 Al Warren Oil Company Inc	W1640784	4,541 Gals Unleaded Gasoline - 03/27/2024, R-189-23	925.54
433	7120	Gasoline	1014 Al Warren Oil Company Inc	W1644710	4,713 Gals Unleaded Gasoline - 04/10/2024, R-189-23	675.94
434	7130	Diesel	1014 Al Warren Oil Company Inc	W1640785	2513 Gals Bio-Diesel Blend Fuel - 03/25/2024, R-189-23	1,474.26
435	7130	Diesel	1014 Al Warren Oil Company Inc	W1644709	2,004 Gals Bio Diesel - 04/12/2024, R-189-23	860.18
436	7140	Electricity	1033 ComEd	1672756000-04/24	Electricity Service 03/11-04/09/2024	91.18
437	7140	Electricity	1033 ComEd	2898592111-3/24A	Electricity Service 03/01-03/29/2024	848.65
438	7140	Electricity	1033 ComEd	3203161222-04/24	Electricity Service 03/12-04/09/2024	75.42
439	7140	Electricity	1033 ComEd	4194141222-04/24	Electricity Service 03/08-04/05/2024	72.44
440	7140	Electricity	1033 ComEd	4306353111-04/24	Electricity Service 03/11-04/09/2024	82.28
441	7140	Electricity	1033 ComEd	4411397000-04/24	Electricity Service 03/12-04/09/2024	24.83
442	7140	Electricity	1033 ComEd	6189685000-04/24	Electricity Service 03/08-04/05/2024	184.36
443	7140	Electricity	1033 ComEd	6401366000-04/24	Electricity Service 03/08-04/05/2024	241.53
444	7140	Electricity	1033 ComEd	7817006000-04/24	Electricity Service 03/11-04/09/2024	160.33
445	7140	Electricity	1033 ComEd	8079533000-04/24	Electricity Service 03/11-04/09/2024	120.48
446	7140	Electricity	1033 ComEd	8303763000-04/24	Electricity Service 03/08-04/05/2024	169.48
447	7140	Electricity	1033 ComEd	9162423111-03/24	Electricity Service 02/02-03/09/2024	38.54
448	7140	Electricity	1033 ComEd	9162423111-04/24	Electricity Service 03/09-04/08/2024	40.88
449	7140	Electricity	1033 ComEd	9416515000-04/24	Electricity Service 03/09-04/08/2024	29.94
Total 560 - Sewer Systems					13,544.18	

Division: 580 - CIP - Water/Sewer						
450	6000	Professional Services	2506 Trotter & Associates Inc	23017	TO#9 Geotech Services - 02/27/2024, R-218-22	8,355.00
451	6000	Professional Services	2506 Trotter & Associates Inc	23103	TO#4 Design NWC Emergency Water Supply - 03/14-03/19/2024	396.00
452	6000	Professional Services	2506 Trotter & Associates Inc	23104	TO#5 Watermain Improvements - 03/01-03/31/2024, R-197-23	27,959.00
453	6000	Professional Services	2506 Trotter & Associates Inc	23105	TO#8 Water Modeling & Misc Services - 03/20/2024, R-218-22	396.00
454	6000	Professional Services	1647 RJN Group Inc	39640403	TO#4 MWRD Compliance Report - 03/08-03/29/2024, R-217-22	1,615.00

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
455	6000	Professional Services	4022 M E Simpson Co Inc	41708	TO#11 2023 Water Audit Services 10/01/2023-02/01/2024, R-213-21	9,900.00
Total 580 - CIP - Water/Sewer					48,621.00	

Division: 590 - Water Facilities						
456	6315	R&M Buildings & Structures	6714 Waukegan Roofing Co., Inc	2072725	Garage Roof Recover - 2555 Maple - 03/29/2024	22,220.00
457	6315	R&M Buildings & Structures	6714 Waukegan Roofing Co., Inc	2072726	Gutter Installation - 2555 Maple - 03/29/2024	950.00
458	6315	R&M Buildings & Structures	8262 Automatic Fire Systems Inc	7075	Annual Fire Sprinkler Inspection - PW - 03/11/2024	493.00
459	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U673154	Meter Parts - 04/10/2024, R-20-24	2,175.00
Total 590 - Water Facilities					25,838.00	

Total 00 - Non Departmental					579,261.02
------------------------------------	--	--	--	--	-------------------

Department: 30 - Finance						
460	6025	Administrative Services	7961 BridgePay Network Solutions LLC	410249	Utility Web, Business License Trans & EnerGov Fees March 2024	305.50
Total 30 - Finance					305.50	

Total 500 - Water/Sewer Fund					579,566.52
-------------------------------------	--	--	--	--	-------------------

Fund: 510 - City Owned Parking Fund						
461	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	310091327001	TO#1 Maintenance Repairs - Parking Decks - 02/23-03/28/2024	12,950.00
462	6025	Administrative Services	7960 Passport Labs Inc	INV-1045008	Mobile Pay Parking Transaction Fee for March 2024	47.73
463	6140	Leases	8813 1425 Ellinwood Apartments LLC	012-2-08-2024	1425 Ellinwood Public Parking 1st Floor Lease Oct-Dec 2023	2,125.00
464	6140	Leases	8813 1425 Ellinwood Apartments LLC	013-2-08-2024	R-187-23 - 1425 Ellinwood 1st Floor Public Parking Lease 2024	8,500.00
465	6315	R&M Buildings & Structures	8049 Cross Points Sales Inc	P 81873	Fire Alarm Service - Civic Deck - 04/08/2024	625.73
466	6320	R&M Parking Lots	8262 Automatic Fire Systems Inc	7074	Fire Sprinkler Inspection - Library Parking Deck - 03/21/2024	1,636.00
467	6320	R&M Parking Lots	8262 Automatic Fire Systems Inc	7077	Fire Sprinkler Inspection - Metro Square Deck - 03/11/2024	568.50
468	6320	R&M Parking Lots	8262 Automatic Fire Systems Inc	7078	Fire Sprinkler Inspection - Civic Deck - 03/19/2024	866.00
469	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-85732-F2Y8	Monthly Elevator Inspections-CH, PD, Metro, Library-April 2024	539.00
470	7060	Supplies - Parking Lots	1057 Menard Incorporated	32354	Light Bulbs - Metro Square Deck	19.99
471	7060	Supplies - Parking Lots	1057 Menard Incorporated	32466	Cleaner & Degreaser - Civic Deck	23.93
472	7060	Supplies - Parking Lots	1057 Menard Incorporated	32717	3 Cans Spray Paint - Graffiti Removal	13.92
473	7060	Supplies - Parking Lots	1057 Menard Incorporated	32750	Graffiti Removal Supplies - Parking Decks	64.19
474	7060	Supplies - Parking Lots	1057 Menard Incorporated	32853	Tapcons & Washers - Library Deck	29.22
475	7060	Supplies - Parking Lots	1057 Menard Incorporated	32916	Strap & Spacer, Bushings, Couplers, Elbow - Civic Deck	78.66
476	7060	Supplies - Parking Lots	1057 Menard Incorporated	33078	Paint & Chalk - Civic Deck	43.75

City of Des Plaines

Warrant Register 05/06/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
477	7060	Supplies - Parking Lots	1527 Sherwin-Williams Company, The	4578-1	Paint - Graffiti Removal - Parking Decks	53.62
478	7060	Supplies - Parking Lots	1047 Home Depot Credit Svcs	5023628	Homer Buckets, Wood Handle, Simple Green, Etc. - Parking Decks	38.39
479	7060	Supplies - Parking Lots	1047 Home Depot Credit Svcs	6606008	Cover Spray & Graffiti Remover Spray - Metro Square Deck	37.93
480	7060	Supplies - Parking Lots	1043 WW Grainger Inc	9077053396	2 Exhaust Fan Belts - Library Deck	184.62
481	7060	Supplies - Parking Lots	1043 WW Grainger Inc	9082623845	Security Mirror - Library Deck	44.35
482	7060	Supplies - Parking Lots	2313 City Electric Supply Company (CES)	DEP/069500	Electrical Fittings - Metro Square Deck	9.56
483	7140	Electricity	1033 ComEd	2342835000-04/24	Electricity Service 03/11-04/09/2024	260.11
484	7140	Electricity	1033 ComEd	3113384000-04/24	Electricity Service 03/11-04/09/2024	21.78
485	7140	Electricity	1033 ComEd	6691471222-04/24	Electricity Service 03/11-04/09/2024	1,019.82
Total 510 - City Owned Parking Fund					29,801.80	

Fund: 520 - Metra Leased Parking Fund						
486	6025	Administrative Services	7960 Passport Labs Inc	INV-1045008	Mobile Pay Parking Transaction Fee for March 2024	774.04
487	7140	Electricity	1033 ComEd	3270235000-04/24	Electricity Service 03/08-04/05/2024	113.39
Total 520 - Metra Leased Parking Fund					887.43	

Fund: 600 - Risk Management Fund						
488	6000	Professional Services	8874 Ready Rebound Inc	3119	Consulting-Orthopedic Patient Navigator Contract April 2024	998.58
489	6005	Legal Fees	1127 Clark Baird Smith LLP	18095	Legal Fees - March 2024	6,035.00
Total 600 - Risk Management Fund					7,033.58	

Fund: 700 - Escrow Fund						
490	2221	Taste of Des Plaines	6045 Double D Booking	32516	50% Deposit-Entertainment-Taste of Des Plaines on 6/14-6/15/2024	10,400.00
491	2224	Special Event - Food Truck Round Up	8955 WasteNot Incorporated	00013345	Deposit Composting Service at Food Truck Round Up on 5/21, Etc.	337.50
492	2229	Event - Holiday Lighting	8728 Way To Go Limousine Inc	04/04/2024 - 2	Trolley #2 Services for Winter Fair on 12/07/2024	355.00
493	2229	Event - Holiday Lighting	8728 Way To Go Limousine Inc	04/04/2024-1	Trolley #1 Services for Winter Fair on 12/07/2024	355.00
494	2430	Escrow - Police Items	1320 IL State Police	20240301755	Fingerprint Background Check Services - March 2024	28.25
495	2460	Refundable Bonds	9065 GW Des Plaines 2 LLC	Refund 04/16/24	Refundable Bond BLDC-2023-00135 2777 Mannheim 01/10/24	5,000.00
496	2460	Refundable Bonds	9064 Triumph Construction Services Corporation	Refund 04/16/24	Refundable Bond 2023-02000159- 580 S. Wolf Rd 04/16/24	25,000.00
Total 700 - Escrow Fund					41,475.75	

Grand Total					1,324,650.74
--------------------	--	--	--	--	---------------------

City of Des Plaines

Warrant Register 05/06/2024

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Public Works & Engineering					
Division: 535 - Facilities & Grounds Maintenance					
497	7110	Natural Gas	1064 Nicor	04/11/24 x175190	Natural Gas Service 03/13-04/10/2024 84.00
498	7110	Natural Gas	1064 Nicor	04/11/24 x451619	Natural Gas Service 03/13-04/10/2024 252.62
499	7110	Natural Gas	1064 Nicor	04/11/24 x465297	Natural Gas Service 03/13-04/10/2024 650.20
500	7110	Natural Gas	1064 Nicor	04/11/24 x532457	Natural Gas Service 03/13-04/10/2024 65.21
501	7110	Natural Gas	1064 Nicor	04/11/24 x597838	Natural Gas Service 03/13-04/10/2024 42.01
502	7110	Natural Gas	1064 Nicor	04/11/24 x621249	Natural Gas Service 03/13-04/10/2024 509.53
503	7110	Natural Gas	1064 Nicor	04/11/24 x692396	Natural Gas Service 03/13-04/10/2024 173.29
Total 535 - Facilities & Grounds Maintenance					1,776.86

Division: 540 - Vehicle Maintenance					
504	6195	Miscellaneous Contractual Services	8504 Verizon Connect Fleet USA LLC	338000053963	Vehicle Diagnostic System March 2024 1,442.20
505	7120	Gasoline	7349 Wex Inc	96145291	Fuel Purchases March 2024 528.99
Total 540 - Vehicle Maintenance					1,971.19

Total 50 - Public Works & Engineering					3,748.05
--	--	--	--	--	-----------------

Police Department					
Division: 630 - Support Services					
506	6015	Communication Services	1032 Comcast	04/06/2024 x7069	Internet/Cable Service 04/10-05/09/2024 114.90
507	8000	Computer Software	9061 CentralSquare Technologies LLC	406034	Records Mgmt Software 10% Milestone #1 8,643.38
Total 630 - Support Services					8,758.28

Total 60 - Police Department					8,758.28
-------------------------------------	--	--	--	--	-----------------

Fire Department					
Division: 730 - Emergency Management Agency					
508	6015	Communication Services	1032 Comcast	03/22/2024 x6716	Internet/Cable Service April 2024 63.00
Total 730 - Emergency Management Agency					63.00

Total 70 - Fire Department					63.00
-----------------------------------	--	--	--	--	--------------

City of Des Plaines

Warrant Register 05/06/2024

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Department: 90 - Overhead						
509	6015	Communication Services	8536 Peerless Network Inc	48092	Communications Service April 2024	12,529.48
510	6015	Communication Services	1032 Comcast	199826570-8482	Internet/Cable Service 04/15-05/14/2024	1,575.00
Total 90 - Overhead					14,104.48	
Total 100 - General Fund					26,673.81	
Fund: 500 - Water/Sewer Fund						
Division: 560 - Sewer Systems						
511	6015	Communication Services	8536 Peerless Network Inc	48092	Communications Service April 2024	134.36
Total 560 - Sewer Systems					134.36	
Total 500 - Water/Sewer Fund					134.36	
Fund: 510 - City Owned Parking Fund						
512	6015	Communication Services	8536 Peerless Network Inc	48092	Communications Service April 2024	350.05
513	6015	Communication Services	8536 Peerless Network Inc	48092	Communications Service April 2024	1,270.98
Total 510 - City Owned Parking Fund					1,621.03	
Fund: 600 - Risk Management Fund						
514	5570	Self Insured P&L Expense	9066 Insurance Program Managers Group	04/18/2024	Paying Claim (Settlement)	1,473.90
Total 600 - Risk Management Fund					1,473.90	
Fund: 700 - Escrow Fund						
515	2221	Taste of Des Plaines	6032 Gerard Audio	2665	50% Deposit-AV Services & Stage Rental-Taste of DP 6/13-6/15/24	4,975.00
Total 700 - Escrow Fund					4,975.00	
Grand Total					34,878.10	

City of Des Plaines

Warrant Register 05/06/2024

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
City Administration						
Division: 210 - City Manager						
516	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 44656	1 City of Des Plaines Jacket, 1 City of Des Plaines Cardigan	94.27
Total 210 - City Manager					94.27	

Division: 230 - Information Technology						
517	6140	Leases	5109 Konica Minolta Premier Finance	PC - 44708	Fax Software Lease 12/01/23-03/31/24	1,381.40
518	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 44685	Domain Name Security Renewal 03/11-04/10/2023	87.96
519	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 44691	Renewal Domain Secure Xpress 03/04-04/03/2024	9.99
520	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 44694	Dpcitynet.Org/Cityofdesplaines.Org/Desplaines.Org 3/11-4/10/24	14.97
521	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 44696	Renewal Premium DNS Dpcitynet.Com 03/12-04/11/2024	4.99
522	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 44705	Renewal Private-Registration Dpcitynet.Org 03/24-04/3/24	15.99
523	7200	Other Supplies	4348 Amazon.Com	PC - 44683	Dish Sponge, Clorox Wipe	64.27
524	7200	Other Supplies	4348 Amazon.Com	PC - 44706	1xCoffee pack	52.99
525	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44684	Poly Headset	195.66
526	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44687	UPS Battery Backup	28.30
527	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44688	20xYubico Keys	1,000.00
528	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44689	1xGPS Pack	91.19
529	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44690	30xYubico Keys	1,500.00
530	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44692	3x UPS Battery Backup	110.97
531	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44693	30xYubico Keys	1,500.00
532	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44695	10xLogitech Keyboard	279.90
533	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44698	1xUPS Battery Replace	34.99
534	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44699	1xBattery Backup Replacement	25.99
535	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44700	1xUPS Battery Backup	61.20
536	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44701	1xGPS Antenna, 2xGPS Pack	163.38
537	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44702	1xBattery Backup Replacement	25.99
538	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44704	5xLogitech Cameras	339.50
539	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44707	1xSeagate 16TB Drive	268.73
Total 230 - Information Technology					7,258.36	

Division: 240 - Media Services						
540	6015	Communication Services	3875 Apple Inc	PC - 44572	Add'l iCloud Storage for One MS Staff Member (3/15-4/14)	0.99
541	6195	Miscellaneous Contractual Services	8824 Bitly Europe GMBH	PC - 44643	QR Code Generator Service 3/19/24-3/19/25	119.88
542	6535	Subsidy - Youth Commission	6228 Charcoal Delights on Oakton Inc	PC - 44641	Youth Commission 50 Hot Dogs for Middle School Event 3/9/24	150.00
543	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 44642	Youth Commission Snacks/Drinks for Middle School Event 3/9/24	252.64
544	6535	Subsidy - Youth Commission	6928 Fun Express LLC	PC - 44644	Youth Commission Toy Prizes for Community Fun Fair 5/11/24	1,163.77
545	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 44645	Youth Commission Bow and Ornaments for Tree Lighting 12/5/24	54.89
546	7310	Publications	1069 Paddock Publications Inc	PC - 44567	Daily Herald Subscription 01/18/2024-03/28/2025-Media Services	338.00
547	7320	Equipment < \$5,000	9059 1000Bulbs.com	PC - 44671	Lighting Fixture for Video Studio	195.24

City of Des Plaines

Warrant Register 05/06/2024

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
548	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 44672	Misc Cables and Adapters for TV Studio	278.84
Total 240 - Media Services					2,554.25	

Division: 250 - Human Resources						
549	6100	Publication of Notices	4310 Illinois Society of Professional Engineers	PC - 44623	Job Ad- Civil Engineer I 03/26-04/26/2024	199.00
550	6100	Publication of Notices	1563 American Water Works Assoc (AWWA)	PC - 44624	Job Ad- Civil Engineer II 03/26-04/26/2024	299.00
551	6100	Publication of Notices	1563 American Water Works Assoc (AWWA)	PC - 44625	Job Ad- Civil Engineer I 03/26-04/26/2024	299.00
552	6100	Publication of Notices	4310 Illinois Society of Professional Engineers	PC - 44626	Job Ad- Civil Engineer II 03/26-04/26/2024	199.00
553	7200	Other Supplies	7759 Vistaprint Netherlands BV	PC - 44621	3 Posters for 5th Floor Conference Room	41.56
554	7550	Miscellaneous Expenses	4348 Amazon.Com	PC - 44568	Decorations for Retirement Gathering 3/18/24	14.98
555	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 44571	Decorations for Retirement Gathering 3/18/24	42.60
556	7550	Miscellaneous Expenses	1076 Sam's Club Direct	PC - 44573	Refreshments for Retirement Gathering 3/18/24	43.60
557	7550	Miscellaneous Expenses	1076 Sam's Club Direct	PC - 44574	Refreshments for Retirement Gathering 3/18/24	19.98
Total 250 - Human Resources					1,158.72	

Total 20 - City Administration					11,065.60
---------------------------------------	--	--	--	--	------------------

Department: 30 - Finance						
558	5325	Training	1737 GFOA Government Finance Officers Association	PC - 44724	Cash Flow Forecasting Webinar - Accounting Manager 3/20/24	85.00
559	7000	Office Supplies	4348 Amazon.Com	PC - 44721	2 Sets of Pens	28.00
560	7000	Office Supplies	4348 Amazon.Com	PC - 44722	Rolodex Refill	8.35
561	7000	Office Supplies	4348 Amazon.Com	PC - 44723	3 Sets of Pens, Scotch Tape	90.16
562	7000	Office Supplies	4348 Amazon.Com	PC - 44725	2 Sets of Sticky Notes, Thermal Paper Roll, Notebook	67.18
563	7200	Other Supplies	1076 Sam's Club Direct	PC - 44726	3 Packs of K-Cups and Paperware	167.02
564	7310	Publications	1737 GFOA Government Finance Officers Association	PC - 44636	2 Reference Books - Finance Use for the Annual Audit	277.02
Total 30 - Finance					722.73	

Community Development						
Division: 410 - Building & Code Enforcement						
565	5310	Membership Dues	6792 American Association of Notaries	PC - 44594	Notary Membership for Permit Tech 03/06/2024-03/05/2028	108.00
566	5325	Training	6792 American Association of Notaries	PC - 44595	Refund for Sales Tax Charged 03/08/2024	(7.10)
567	5325	Training	1452 IACE - IL Association of Code Enforcement	PC - 44657	Training for 3 Code Enforcement Inspectors 04/17/2024	225.00
568	7200	Other Supplies	4348 Amazon.Com	PC - 44658	Flashlight for Electrical Inspector	21.98
Total 410 - Building & Code Enforcement					347.88	

City of Des Plaines

Warrant Register 05/06/2024

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Division: 420 - Planning & Zoning					
569	5310	Membership Dues	7034 American Planning Association - Illinois Chapter	PC - 44628 APA and AICP Partial Membership for CED Director-03/04-06/31/24	773.12
570	5320	Conferences	2489 American Planning Association	PC - 44629 APA Conf. for Senior Planner 04/13-04/16/2024	785.00
Total 420 - Planning & Zoning					1,558.12

Division: 430 - Economic Development					
571	6000	Professional Services	1287 ESRI Environmental Systems Research Institute Inc	PC - 44630 Economic Development Data Report #1 03/22/2024	50.00
572	6000	Professional Services	1287 ESRI Environmental Systems Research Institute Inc	PC - 44631 Economic Development Data Report #2 03/23/2024	50.00
573	6000	Professional Services	1287 ESRI Environmental Systems Research Institute Inc	PC - 44632 Economic Development Data Report #3 03/23/2024	50.00
574	6000	Professional Services	1287 ESRI Environmental Systems Research Institute Inc	PC - 44633 Economic Development Data Report #4 03/28/2024	50.00
575	6000	Professional Services	1287 ESRI Environmental Systems Research Institute Inc	PC - 44634 Economic Development Data Report #5 03/28/2024	50.00
Total 430 - Economic Development					250.00

Total 40 - Community Development					2,156.00
---	--	--	--	--	-----------------

Public Works & Engineering					
Division: 510 - Engineering					
576	5320	Conferences	5081 Marriott	PC - 44682 IAFSM Conference 03/12-03/13/2024-Dir PW/ENG	210.25
577	6000	Professional Services	8880 ReMarkable AS	PC - 44680 Monthly ReMarkable Connect Subscription 03/01-03/31/2024	2.99
578	7200	Other Supplies	1753 American Public Works Association - APWA	PC - 44681 2024 National Public Works Week Poster	52.00
Total 510 - Engineering					265.24

Division: 530 - Street Maintenance					
579	5325	Training	1753 American Public Works Association - APWA	PC - 44637 APWA Road Scholars Program - 05/06-05/10/2024 - Crew Leaders	1,548.00
580	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44662 iPad Case, Adapter, and Laptop Stands	33.98
Total 530 - Street Maintenance					1,581.98

Division: 535 - Facilities & Grounds Maintenance					
581	6315	R&M Buildings & Structures	7689 Ambius	PC - 44569 March Monthly Plant Maintenance	832.08
582	6315	R&M Buildings & Structures	7689 Ambius	PC - 44570 February Monthly Plant Maintenance	764.08
583	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 44712 Cable for Council Chambers	350.10
584	7200	Other Supplies	4348 Amazon.Com	PC - 44709 Coffee - City Hall	197.20

City of Des Plaines

Warrant Register 05/06/2024

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
585	7300	Uniforms	4348 Amazon.Com	PC - 44618	Uniform Pants - Superintendent	84.85
586	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44663	iPad Case, Adapter, and Laptop Stands	16.99
587	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44710	Hose for Garage	756.00
588	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 44711	Hose Reels for Garage	1,873.94
589	8010	Furniture & Fixtures	5291 Best Buy Co Inc	PC - 44619	5 Monitors for PD Addition PO 2024-227	3,399.95
590	8010	Furniture & Fixtures	5291 Best Buy Co Inc	PC - 44620	3 Monitors for PD Addition PO 2024-227	1,439.97
Total 535 - Facilities & Grounds Maintenance					9,715.16	

Division: 540 - Vehicle Maintenance						
591	5325	Training	1753 American Public Works Association - APWA	PC - 44579	APWA Testing 03/05/2024 - Foreman	500.00
592	5325	Training	4444 Misc Vendor for Procurement Card	PC - 44585	Automotive Service Excellence Testing 03/25/2024 - Mechanic	146.00
593	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 44564	Dash Cams for Vehicles	179.98
594	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 44565	Dash Cams and Accessories for Vehicles	573.62
595	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 44577	Fittings and Grommets - PW 5PW1	40.78
596	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 44575	Y-Fitting - FD Stock	16.02
597	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 44576	Fuse Block - PW 5083	16.65
598	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 44578	Strobe Lights and Stainless Steel Fittings - FD Stock	100.86
599	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 44581	Pressure Washer Adapters - PW Stock	13.65
600	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 44583	Lock Nuts and Counter Brushes - PW Stock	38.41
601	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 44584	Zip Ties and Electrical Connectors - PW Stock	39.56
602	7300	Uniforms	4348 Amazon.Com	PC - 44582	Uniform Pants and Boots - Foreman	153.64
603	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 44580	3 Saw Blades	336.34
Total 540 - Vehicle Maintenance					2,155.51	

Total 50 - Public Works & Engineering	13,717.89
--	------------------

Police Department						
Division: 610 - Uniformed Patrol						
604	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 44604	100 Club Peer Support Conf 3/18-3/19/2024 (1 Sgt)	175.00
605	7200	Other Supplies	4348 Amazon.Com	PC - 44610	2 Rolls of Antibacterial Wipes	89.50
606	7200	Other Supplies	4348 Amazon.Com	PC - 44613	Plastic Knives, Spoons, and Forks-1 Box-Assorted	24.50
607	7200	Other Supplies	5174 Tri-Tech Forensics Inc	PC - 44720	2000 DNA Collection Kits	201.10
Total 610 - Uniformed Patrol					490.10	

City of Des Plaines

Warrant Register 05/06/2024

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 620 - Criminal Investigation						
608	5310	Membership Dues	7734 Illinois Assoc of Property & Evidence Managers	PC - 44606	Membership Dues 1/1-12/31/2024 (Property Specialist)	35.00
609	6015	Communication Services	8347 Browning Trail Cameras	PC - 44566	Cell Connection- Trail Camera for Surveillance 3/29-4/29/2024	29.99
610	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 44607	Table, Batteries, Over the Door Hangers	37.99
Total 620 - Criminal Investigation					102.98	

Division: 630 - Support Services						
611	7000	Office Supplies	4348 Amazon.Com	PC - 44599	10 Steno Notebooks	64.10
612	7000	Office Supplies	4348 Amazon.Com	PC - 44602	Legal Pads 12-Pack	15.76
613	7000	Office Supplies	4348 Amazon.Com	PC - 44608	Table, Batteries, Over the Door Hangers	45.71
614	7000	Office Supplies	4348 Amazon.Com	PC - 44609	Staples - 1 Box	15.12
615	7000	Office Supplies	4348 Amazon.Com	PC - 44611	Electric Stapler	36.80
616	7000	Office Supplies	4348 Amazon.Com	PC - 44616	6 External Hard Drives	219.96
617	7000	Office Supplies	4348 Amazon.Com	PC - 44617	CD/DVD Envelopes-10 Packs of 100	137.00
618	7015	Supplies - Police Range	3685 Mid-South Institute of Self Defense Shooting Inc	PC - 44586	Operator Standard Targets	978.00
619	7200	Other Supplies	4348 Amazon.Com	PC - 44600	2 Packs of 500 - Paper Bowls	110.00
620	7200	Other Supplies	4348 Amazon.Com	PC - 44601	4 Packs of 1040 Count-Napkins	24.97
621	7200	Other Supplies	4348 Amazon.Com	PC - 44603	Paper Cups-1 Pack of 500	77.93
622	7200	Other Supplies	4348 Amazon.Com	PC - 44605	Plastic Knives, Spoons, and Forks-1 Box-Assorted	24.60
623	7200	Other Supplies	4348 Amazon.Com	PC - 44612	Disinfectant Spray-Pack of 12	77.99
624	7200	Other Supplies	4348 Amazon.Com	PC - 44614	Paper Plates-Pack of 500	87.98
625	7200	Other Supplies	4348 Amazon.Com	PC - 44615	Refund for Over Door Hangers	(7.85)
626	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44627	2 Training Radios and Speaker Mics	174.87
627	7500	Postage & Parcel	1041 Federal Express	PC - 44587	Return Shipping Helmet for Repair 3/7/2024	41.80
Total 630 - Support Services					2,124.74	

Total 60 - Police Department					2,717.82
-------------------------------------	--	--	--	--	-----------------

Fire Department						
Division: 100 - Administration						
628	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 44635	Room Charge ABC360 Conference 3/19/24-3/21/24-Deputy Chief	221.09
629	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 44646	Deposit Credit Hotel Cancellation ABC360 Conference-Chief	(148.53)
630	5320	Conferences	5578 PWW Media Inc	PC - 44647	Credit for ABC360 Conf. Registration 03/19-03/21/2024 - Chief	(585.00)
631	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 44677	Room Charge ABC360 Conference 3/19/24-3/21/24-Division Chief	221.09
632	5320	Conferences	4388 United Airlines	PC - 44678	Credit Preferred Zone Flight Seating - Chief 03/19-03/21/2024	(31.00)
633	5320	Conferences	4388 United Airlines	PC - 44679	Flight Cancel Credit ABC360 Conf-03/19-03/21/2024 - Chief	(652.20)
634	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	PC - 44673	Car Wash 3/4/24 Vehicle 6102 - Deputy Chief	6.00
635	6310	R&M Vehicles	8924 RR Buffalo Grove LLC	PC - 44675	Car Wash 3/27/24 Vehicle 6102 - Deputy Chief	8.00

City of Des Plaines

Warrant Register 05/06/2024

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
636	7550	Miscellaneous Expenses	6163 Portillos Hot Dogs LLC	PC - 44649	Lunch for BFPC Interviews 3/11/24	44.65
637	7550	Miscellaneous Expenses	5080 Potbelly Sandwich Works, LLC	PC - 44651	Lunch for BFPC Interviews 3/15/24	74.40
Total 100 - Administration					(841.50)	

Division: 710 - Emergency Services						
638	5325	Training	8970 Center for Public Safety Excellence Inc	PC - 44650	Quality Improvement for Fire and ES Book - Battalion Chief	83.95
639	5325	Training	2219 Jones & Bartlett Learning LLC	PC - 44713	Fire Driver/Oper, Fire/ES Instructor Training Materials Only	349.07
640	5325	Training	2219 Jones & Bartlett Learning LLC	PC - 44715	FF Skills, Incident Safety/Veh Rescue Training Materials Only	943.95
641	6305	R&M Equipment	1748 Novak & Parker Inc	PC - 44654	Trip Charge for Washer Repair 12/20/23 - Station 63	129.95
642	7000	Office Supplies	4348 Amazon.Com	PC - 44653	Dry Erase Board - Station 61 Office	40.89
643	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	PC - 44717	Toggle Bolts, Washer Kit, Etc. - Station 63	131.04
644	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	PC - 44718	Black Cable - Station 63	31.99
645	7200	Other Supplies	8256 Penn Care Inc	PC - 44648	Battery Charger for Zoll Monitor	2,380.00
646	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 44714	Gas Cans, Duct Tape, Markers, Vinyl Tubing	80.02
647	7200	Other Supplies	4348 Amazon.Com	PC - 44719	Garden Hose and Nozzle - Station 61	68.97
648	7320	Equipment < \$5,000	1557 Abt Electronics & Appliances	PC - 44652	Dishwasher Station 63	1,108.00
649	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44674	Heavy Tarps for Squad 63	26.98
650	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44676	New Hire Equipment - not FFIB	359.39
651	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44716	Binoculars	40.98
Total 710 - Emergency Services					5,775.18	

Division: 720 - Fire Prevention						
652	5310	Membership Dues	4444 Misc Vendor for Procurement Card	PC - 44659	Annual Membership Dues 2/28/24-2/28/25 - Division Chief	50.00
Total 720 - Fire Prevention					50.00	

Division: 730 - Emergency Management Agency						
653	7550	Miscellaneous Expenses	6867 Marianos	PC - 44727	Snacks for EMA Volunteer Meeting 3/27/24	16.24
Total 730 - Emergency Management Agency					16.24	

Total 70 - Fire Department					4,999.92
-----------------------------------	--	--	--	--	-----------------

Department: 75 - Fire & Police Commission						
654	6100	Publication of Notices	8795 National Minority Update	PC - 44622	Lateral Entry PD Recruitment Listing 3/20-4/24/2024	295.00
Total 75 - Fire & Police Commission					295.00	

Total 100 - General Fund					35,674.96
---------------------------------	--	--	--	--	------------------

Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
655	7200	Other Supplies	4348 Amazon.Com	PC - 44588	Window Breaker Tools	49.98
656	7200	Other Supplies	5854 MidwayUSA	PC - 44591	Glock Guide Rods and Recoil Springs	274.87

City of Des Plaines

Warrant Register 05/06/2024

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
657	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 44593	Chain Lube and Fuel for TRT Chainsaw	19.89
658	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 44655	Food for K9 Jager 3/13/2024	199.77
659	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44589	Lithium Batteries	46.07
660	7320	Equipment < \$5,000	1722 Brownells Inc	PC - 44590	7 ProTac Rail Mounts	747.92
661	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	PC - 44592	Electric Chainsaw for TRT	689.00
Total 2620 - DEA					2,027.50	

Total 260 - Asset Seizure Fund	2,027.50
---------------------------------------	-----------------

Fund: 420 - IT Replacement Fund						
662	8005	Computer Hardware	4348 Amazon.Com	PC - 44686	10xAPC UPS Backups	588.90
663	8005	Computer Hardware	4348 Amazon.Com	PC - 44697	5xDocking Stations	910.30
664	8005	Computer Hardware	4348 Amazon.Com	PC - 44703	5xDocking Stations	900.45
Total 420 - IT Replacement Fund					2,399.65	

Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
665	5310	Membership Dues	1563 American Water Works Assoc (AWWA)	PC - 44563	City-Wide Utility Membership - 04/01/2024-03/31/2025	83.00
666	7020	Supplies - Safety	4348 Amazon.Com	PC - 44668	Hard Hats and Adapter	210.99
667	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 44638	2 Impact Wrenches	503.82
668	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 44639	2 Angle Grinders	226.00
669	7030	Supplies - Tools & Hardware	1939 Northern Tool & Equipment	PC - 44640	Screwdrivers, Socket Sets, Pliers, Drill Bits, Etc. - PW Trucks	1,220.40
670	7070	Supplies - Water System Maintenance	8586 Flight Light Incorporated	PC - 44664	Replacement Bulbs for Towers	416.44
671	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44660	iPad Case, Adapter, and Laptop Stands	40.98
672	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44669	Hard Hats and Adapter	13.98
Total 550 - Water Systems					2,715.61	

Division: 560 - Sewer Systems						
673	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 44667	Oil for Root Cutters	159.95
674	7300	Uniforms	4348 Amazon.Com	PC - 44665	Uniform Shirts - Superintendent	109.84
675	7300	Uniforms	4348 Amazon.Com	PC - 44670	Uniform Shirts - Foreman	63.90
676	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44661	iPad Case, Adapter, and Laptop Stands	33.98
677	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 44666	Screen Protector and Junction Box	38.82
Total 560 - Sewer Systems					406.49	

Total 500 - Water/Sewer Fund	3,122.10
-------------------------------------	-----------------

City of Des Plaines

Warrant Register 05/06/2024

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 700 - Escrow Fund						
678	2221	Taste of Des Plaines	6928 Fun Express LLC	PC - 44596	Glow Sticks (Taste) 6/14-6/15/24 and Float Decor (Parade) 7/4/24	319.99
679	2221	Taste of Des Plaines	4348 Amazon.Com	PC - 44598	Wagon for Taste of Des Plaines 6/14-6/15/24	129.95
680	2226	Special Events - July 4th	6928 Fun Express LLC	PC - 44597	Glow Sticks (Taste) 6/14-6/15/24 and Float Decor (Parade) 7/4/24	14.15
Total 700 - Escrow Fund					464.09	
Grand Total					43,688.30	

City of Des Plaines

Warrant Register 05/06/2024

Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,324,650.74 **	5/6/2024
Manual Checks	\$ 34,878.10 **	4/19/2024
Payroll	\$ 1,492,906.34	4/16/2024
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ 43,688.30 **	4/23/2024
Chicago Water Bill ACH	\$ 142,725.80	4/30/2024
Postage Meter Direct Debits	\$ -	
Utility Billing Refunds	\$ 1,401.86	4/19/2024
Debt Interest Payment	\$ -	
IMRF Payments	\$ 216,195.47	4/18/2024
Employee Medical Trust	\$ -	
Property Purchase 1177 E Walnut Ave	\$ 155,985.00	4/16/2024
Total Cash Disbursements:	<u>\$ 3,412,431.61</u>	

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Sixth Day of May 2024

Ayes _____ Nays _____ Absent _____

Jessica M. Mastalski, City Clerk

Andrew Goczkowski, Mayor




CITY MANAGER'S OFFICE

1420 Miner Street
 Des Plaines, IL 60016
 P: 847.391.5488
 desplaines.org

MEMORANDUM

Date: April 25, 2024

To: Mayor and Members of the City Council

From: Dorothy Wisniewski, City Manager 

Subject: Intergovernmental Agreement between the City of Des Plaines and Des Plaines Public Library

Issue: For the City Council to approve an intergovernmental agreement between the City of Des Plaines and the Des Plaines Public Library for payment of Personal Property Replacement Taxes (PPRT).

Analysis: Personal Property Replacement Taxes (PPRT) are revenues collected by the State of Illinois and paid to local governments to replace money that was lost by local governments when their powers to impose personal property taxes on corporations, partnerships, and other business entities were abolished. The procedures that taxing districts must follow in allocating the PPRT are found at [30 ILCS 115/12](#).

According to the Illinois Department of Revenue as well as the State Statutes, municipalities and townships must pay a portion of each PPRT check received to their respective libraries, if a library tax was levied on or before December 31, 1978. The city did levy a library tax in 1978 and therefore has been making a PPRT payment since that time to the Des Plaines Public Library at an amount of \$92,988.

In processing the Q2, 2023 payment to the Des Plaines library, staff noted an increase in the city portion of the PPRT, while the library portion remained consistent with prior quarters. In researching this further, it was noted based on the State Statutes that the amount that should be remitted to the Des Plaines Public Library should be calculated at the 1978 rate of .1677, which was the tax rate at the time for the library levy. The City has recalculated any funds outstanding to the library from the beginning of 2018 based on a 5-year statute of limitations. For the 2023 fiscal year (Q1-Q3), the city payment is \$497,158.75. Q4 2023 was paid out at the correct rate and therefore no adjustment is needed. In terms of fiscal years of 2018 to 2022, the total amount due to the library is \$1,508,886.33. While this amount is significant, it should be noted that the PPRT taxes have increased significantly in 2022 and 2023 due to a calculation error at the State level remitted to all municipalities that will be recalibrated in future years.

In collaboration with the Des Plaines Public Library, the payment of the outstanding amount will be completed in 3 phases. The first payments of \$497,158.75 will be made prior to May 31, 2024, upon approval of the intergovernmental agreement. The remaining amount (\$1,508,886.33) will be paid in two equal installments of \$754,443.17, the first by October 15, 2024, and the second by October 15, 2025.

The resolution of the issues related to the City's payments to the Library of PPRT amounts is memorialized in an intergovernmental agreement between the City and the Library. The agreement provides for the payments outlined above in addition to the Library's full release of the City with regard to any other PPRT payments.

Recommendation: I recommend that the City Council approve Resolution R-98-24 approving an intergovernmental agreement with the Des Plaines Public Library Board for the payment and resolution of all personal property replacement taxes.

Attachments:

Resolution R-98-24

Exhibit A – Agreement

CITY OF DES PLAINES

RESOLUTION R - 98 - 24

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE DES PLAINES LIBRARY BOARD FOR PAYMENT OF PERSONAL PROPERTY REPLACEMENT TAXES.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the City is an Illinois home rule municipal corporation authorized to exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, the Des Plaines Library Board, also known as the Des Plaines Public Library, is a library board of trustees operating under the Illinois Local Library Act, 75 ILCS 5/1-0.1 *et seq.* ("**Library**"); and

WHEREAS, pursuant to 30 ILCS 115/12 ("**Statute**"), Personal Property Replacement Taxes ("**PPRT**") are revenues collected by the State of Illinois and paid to local governments to replace money that was lost by local governments when their power to impose personal property taxes on corporations, partnerships, and other business entities was abolished; and

WHEREAS, since 1978, the City has been remitting to the Library a portion of the PPRT it received based on a rate established by the Statute; and

WHEREAS, the City and the Library desire to enter into an intergovernmental agreement to set forth, among other things, the terms and conditions of the resolution and repayment obligations of the City to the Library regarding PPRT ("**Agreement**"); and

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

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 recitals above are incorporated into, and made a part of, this Resolution as findings of the City Council.

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

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council authorizes and directs the City Manager to execute, and the City Clerk to 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

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DES PLAINES
AND THE DES PLAINES PUBLIC LIBRARY BOARD OF TRUSTEES**

THIS INTERGOVERNMENTAL AGREEMENT (“*Agreement*”), is entered into as of _____, 2024 (“*Effective Date*”), between the City of Des Plaines, a home rule Illinois municipal corporation (“*City*”), and the Des Plaines Library Board, also known as the Des Plaines Public Library, a library board of trustees operating under the Illinois Local Library Act, 75 ILCS 5/1-0.1 *et seq.* (“*Library*”) (collectively, the City and the Library are the “*Parties*”, and individually each is a “*Party*”).

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes and encourages intergovernmental cooperation; and

WHEREAS, prior to January 1, 1979, local governments were empowered by the Illinois Constitution to impose personal property taxes on corporations, partnerships, and other business entities; and

WHEREAS, on January 1, 1979, an amendment to Article IX, Section 5(c) of the Illinois Constitution directed the legislature to abolish business personal property taxes and replace the revenue lost by local government units with a statewide tax known as the Personal Property Replacement Tax pursuant to 30 ILCS 115/12 (“*PPRT*”); and

WHEREAS, under 30 ILCS 115/12, statewide PPRT taxes designated for local government units are placed in a PPRT fund to be distributed to local taxing districts, and are allocated in proportional amounts; and

WHEREAS, the Parties recently examined the history of the PPRT allocations attributable to the Library and have determined that it is their individual and mutual best interests to enter into this Agreement to resolve all matters regarding PPRT allocations to the Library from the City; and

WHEREAS, the City Council of the City has determined that entering into this Agreement is in the best interests of the City and its residents; and

WHEREAS, the Library Board of Trustees has determined that entering into this Agreement is in the best interests of the Library and the community that it serves;

NOW THEREFORE, the City and the Library hereby agree as follows:

1. **Recitals:** The recitals set forth above are incorporated into the body of this Agreement as if fully set forth herein.

2. **2023 PPRT Payment:** Upon the Effective Date, the City will pay to the Library in immediately available funds a total amount of \$497,158.75, which the City and the Library agree is the amount that the City is required to pay to the Library for the Library's PPRT allocation beginning January 1, 2023 through the end of September 2023. The remaining 2023 funds were reimbursed pursuant to the February 20, 2024 letter from the City.
3. **Five-Year PPRT Payments:** The City will pay to the Library in immediately available funds a total amount of \$1,508,886.33, which the City and the Library agree is the amount that the City is required to pay to the Library for the Library's total PPRT allocation for calendar years 2018, 2019, 2020, 2021, and 2022 ("**Total Five-Year PPRT Payment**"). The City will pay the Total Five-Year PPRT Payment to the Library in two equal annual installments. Each annual installment will be \$754,443.17. The City will pay the first annual installment on or before October 15, 2024, and the second annual installment on or before October 15, 2025.
4. **Release.** In exchange for the City's agreement to pay the Library the 2023 PPRT Payment and the Total Five-Year PPRT Payments, the Library, by its approval and execution of this Agreement, (i) acknowledges and agrees that the 2023 PPRT Payment and the Total Five-Year PPRT Payments are all PPRT payments that the City is required to make to the Library for the calendar years related to the those Payments and for all calendar years prior to 2018, and (ii) forever waives and releases the City of Des Plaines and its officers, elected officials, employees, representatives, and attorneys from any and all claims, actions, causes of action, suits, damages, injuries, duties, rights, obligations, liabilities, adjustments, responsibilities, judgments, and demands, whatsoever, in law or in equity, related in any way to PPRT allocations to the Library for calendar years 2018 through 2023 or to PPRT allocations related to any and all calendar years before 2018 or to any other City obligation to disburse PPRT to the Library.
5. **Additional Provisions:**
 - (i) Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.
 - (ii) Notices. All notices and payments required or permitted to be given under this Agreement must be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 5.C. or (iv) by email. The address of either Party may be changed by written notice to the other Party. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Email notices will be deemed received by the addressee upon explicit or implicit acknowledgement of receipt by the addressee.

Notices and communications must be addressed to, and delivered at, the following addresses:

If to the City: City of Des Plaines
1420 Miner Street
Des Plaines, IL 60018
Email: dwisniewski@desplaines.org
Attention: City Manager

With a copy to: Elrod Friedman LLP
325 N. LaSalle St, Suite # 450
Chicago, IL 60654
Attention: Peter Friedman, City Attorney
Email: peter.friedman@elrodfriedman.com

If to the Library: The Des Plaines Public Library
1501 Ellinwood Street
Des Plaines, Illinois 60016
Email: jbonell@dppl.org
Attention: Library Director

(iii) Successors and Assigns. The terms, covenants and conditions of this Agreement will bind and inure to the benefit of the Parties and their respective heirs, executors, administrators, and authorized successors and assigns; provided, however, that neither Party may assign this Agreement except upon the prior written consent of the other Party.

(iv) 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 such rights, remedies and benefits allowed by law.

(v) Governing Law. This Agreement will be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. This Agreement is subject to the jurisdiction of the Circuit Court of Cook County, Illinois.

(vi) Authority to Execute. The Parties warrant and represent to each other that (i) the persons executing this Agreement on behalf of each Party have been properly authorized to do so by their respective corporate authorities; (ii) each Party has the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement; (iii) all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken by each Party; and (vii) neither the execution of this Agreement nor the performance of the obligations of each Party under this Agreement will (a) result in a breach or default under any other agreement or obligation of each Party or (b) violate any statute, law, restriction, court order or agreement to which each Party may be subject.

(viii) Effective Date. This Agreement is dated and effective as of the date set forth in the first paragraph on the first page of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and by executing this Agreement, the Parties do hereby affirmatively state that they have been given full authority by their respective governing bodies to execute this Agreement.

CITY OF DES PLAINES

DES PLAINES PUBLIC LIBRARY

By: _____
Its: City Manager

By: _____
Its: Library Board President

Date: _____

Date: _____

ATTEST:

ATTEST:

Its: City Clerk

Its: _____