



## CITY COUNCIL AGENDA

Monday, October 17, 2022

Regular Session – 7:00 p.m.

Room 102

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### CALL TO ORDER

### REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

### PUBLIC COMMENT

(matters not on the agenda)

### ALDERMEN ANNOUNCEMENTS/COMMENTS

### MAYORAL ANNOUNCEMENTS/COMMENTS

Motion to Extend Declaration of Civil Emergency

### CITY CLERK ANNOUNCEMENTS/COMMENTS

### MANAGER'S REPORT

### CITY ATTORNEY/GENERAL COUNSEL REPORT

**CONSENT AGENDA**

1. **RESOLUTION R-160-22:** Approving the Purchase of Radio Headsets for the Police Tactical Response Team (TRT) in the Amount of \$27,003.50 from Lowest Bidder Envirosafety, Visalia, California. Funded by Federal Asset Forfeiture Funds.
2. **RESOLUTION R-161-22:** Approving Task Order No. 10 with Dixon Engineering, Inc., Lake Odessa, Michigan, in the Amount of \$103,450.00 for Professional Engineering Services Related to Modifications Required by the Illinois Environmental Protection Agency (IEPA) and Painting of the Dulles Water Tower. Budgeted Funds – Water/Professional Services.
3. **RESOLUTION R-162-22:** Approving and Awarding the Bid for the 2023 Purchase of Unleaded Gasoline and Diesel Fuel to Avalon Petroleum Company, Inc. Kankakee, Illinois in the Amount of \$569,000. Budgeted Funds – General/Vehicle Maintenance, Water, and Sewer Funds -- \$360,000 for Gasoline; \$209,000 for Diesel.
4. **RESOLUTION R-163-22:** Approving an Agreement with Key Code Media, Inc. for Council Chambers Camera Replacement in the Amount of \$39,842. Budgeted Funds – Media Services/Contractual Services and Media Services/Equipment.
5. **RESOLUTION R-164-22:** Approving the Purchase of a Three-Year Site Pollution Incident Legal Liability Policy for a Storm Sewer Easement at the Metropolitan Water Reclamation District (MWRD) on Marshall Drive from Oakton Street to Wille Road in the Not-to-Exceed Amount of \$20,715. Budgeted Funds – Risk Management.
6. **RESOLUTION R-165-22:** Approving and Awarding the Bid for the 2023-2025 Fertilizer and Weed Control Application Contract to Beary Landscape Management in the Three-Year Amount of \$97,963.63. Budgeted Funds – Facilities Maintenance/Miscellaneous Contractual Services.
7. **RESOLUTION R-166-22:** Approving and Awarding the Bid for the 2023 Downtown Landscape Maintenance Contract to Beary Landscape Management in the Amount of \$112,984, plus Supplemental Maintenance at a Rate of \$31.84 Per Hour, for a Total Not-to-Exceed Amount of \$136,862 for the First Year. Budgeted Funds – Street Maintenance/Miscellaneous Contractual Services.
8. Minutes/Regular Meeting – October 3, 2022
9. Minutes/Special Meeting of the City Council – 2023 Budget Hearing #1 – October 5, 2022
10. Minutes/Closed Session – October 3, 2022

**UNFINISHED BUSINESS**

1. a. Consideration of Amendments to Chapter 2 of Title 13 Regarding Processes in Applying for and Receiving Plat Approval – **FIRST READING – ORDINANCE M-29-22 (deferred from the 9/19/22 and 10/3/22 City Council Meetings)**
- b. Consideration of Amendments to Chapter 2 of Title 13 Regarding Receiving Reductions of Performance Security Bonds for Required Public Improvements – **FIRST READING – ORDINANCE M-30-22 (deferred from the 9/19/22 and 10/3/22 City Council Meetings)**

**NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
  - a. Warrant Register in the Amount of \$4,296,393.53 – **RESOLUTION R-167-22**
  
2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
  - a. Consideration of Text Amendments to the Des Plaines Zoning Ordinance Regarding Permitted Number of Principal Buildings on a Zoning Lot for Select Institutional Uses and Properties in the C-2 and C-3 Zoning Districts – **FIRST READING – ORDINANCE Z-32-22**
  - b. Consideration of Text Amendments to the Des Plaines Zoning Ordinance Regarding Drive-Through Menu Board Signs – **FIRST READING – ORDINANCE Z-33-22**

**OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER**

**ADJOURNMENT**

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


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



## POLICE DEPARTMENT

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

## MEMORANDUM

Date: September 20, 2022  
To: Michael G. Bartholomew, City Manager  
From: Dave Anderson, Chief of Police   
Subject: Tactical Response Team Radio Headset Replacement

**Issue:** The Des Plaines Police Department supplies members of the Tactical Response Team (TRT) with radio headsets for hands-free communication during critical incidents. The current headsets are reaching the end of their service life and are starting to cause miscommunications. The current headsets are also loud, and they can be heard by suspects during covert clearing operations.

**Analysis:** In the past, one issue in selecting headsets has been finding one that will work with the hearing protective equipment issued to the team. Recent design innovations have seen the incorporation of communications directly into hearing protective equipment. This allows for one piece of equipment to both protect the officers' hearing and allow them to communicate with the command post and other officers. The inherent sound proofing also prevents suspects from hearing radio transmission during covert operations. We researched several headsets and utilized them in training. We found the Peltor Comtac to be the best headset that is compatible with our existing radios, helmets, and body armor. We also found the Peltor TEP-200 Tactical Earplugs to be the best option for our Marksman squad. We received 4 quotes for 17 Peltor Comtac headsets and 6 Peltor TEP-200 Tactical Earplugs along with the necessary accessories. Envirosaftey quoted us \$27,003.50, One Way Safety quoted us \$27,973.00, Airgas quoted us \$28,246.14, and United Radio Communications quoted us \$30,800.79.

**Recommendation:** The Police Department is requesting authorization to purchase 17 Peltor Comtac headsets and 6 Peltor TEP-200 Tactical Earplugs along with the necessary accessories from the lowest bid received from Envirosaftey 8248 West Doe Avenue, Visalia, California 93291 in the not to exceed amount of \$27,003.50. This expenditure will be made from the federal asset forfeiture monies at no cost to the city.

**Attachments:**

Attachment 1- Envirosaftey Quote  
Attachment 2- One Way Safety Quote  
Attachment 3- Airgas Quote  
Attachment 4- United Radio Communications Quote  
Resolution R-160-22



**8248 West Doe Avenue  
Visalia, California 93291**

# QUOTE # 58295

**Customer #:** 603054  
**Customer Name:** City of DES Plaines  
**Account Manager:** Weston Orlandi  
**A.M. Email:** rtucker@envirosafety.com  
**Customer PO:**  
**Pay Online:** <https://envirosafetyproducts-portal.paystand.com/enviro>  
 If paying online, email the A.M. to process the Quote.

### Bill To:

City of DES Plaines  
 1420 miner street  
 des plaines, il 60016

### Ship To:

City of DES Plaines  
 1420 miner street  
 des plaines, il 60016

Item	Description	Quantity	Price	UOM	Ext Price
PELFL5063-02	Peltor Push to Talk (PTT) Adapter for Mo	17	\$249.00	EA	\$4,233.00
PELTEP-200	TEP-200 Tactical Earplugs	6	\$460.00	KT	\$2,760.00
PEL370-1019-10	Peltor Skull Screw Ear Tips	1	\$22.50	CS	\$22.50
PELCCC-GRM-25	Triple-C Communicaiton Eartips	2	\$54.00	CS	\$108.00
ARCAN275	ARC Tactilce Neckloop Kit with wireless air PTT fo	6	\$475.00	ea	\$2,850.00
ARCN2HT-075	Radio Cell Junction Box Remote Speaker Mic	1	\$1,050.00	ea	\$1,050.00
PELMT20H682FB-47N GNS	3M™ PELTOR™ ComTac™ VI NIB Headset MT20H682FB-47N	17	\$940.00	ea	\$15,980.00

**Subtotal:** \$27,003.50

**Tax:** \$0.00

**Shipping:** \$0.00

**Fuel Surcharge** \$0.00

**Total:** \$27,003.50

*This quote is valid until 10/12/2022 and was provided to you by Weston Orlandi. To accept this quotation, this form must be signed and returned to Weston Orlandi.*

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

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

We take pride in offering a wide variety of high quality safety products at the lowest possible price. Our product selection is rigorously expanding, promoting the latest in protection technology for all your safety needs. Regardless of the type of environment you intend to secure, have it be OSHA, ANSI, DOT, or HFPA regulated, we have the products and product knowledge for you.



**ONE WAY**  
SAFETY

418 Shawmut Avenue

LaGrange, IL 60526

[sales@onewaysafety.com](mailto:sales@onewaysafety.com)

708-579-0229

Quotation as requested:

Item Description	Quantity	Part Number	each	Total
3M Comtac VI Headset Green Headband	17	MT20H682FB-47N GNS	\$980each	\$16,660
3M Peltor ZPX/XPR Radio Adapter PTT MTRTRBO NATO	17	FL5063-02	\$260each	\$4,420
TEP - 200	6	3M Peltor Tacticle Earplug	\$470 each	\$2,760
3M Peltor Skull Screw Communications Tip Replacements	1	370-1019-10	\$20each	\$20
3M Peltor Triple C Communications Eartips	2	CCC-GRM-25	\$53	\$53
ARC Tactilce Neckloop Kit with wireless air PTT for 3M TEP 200	6	AN275	\$490 each	\$2,940
Radio Cell Junction Box Remote Speaker Mic	1	N2HT-075	\$1120 eac	\$1,120
				\$27,973
Website states 9/16 as ETA but must verify when order is placed.				

One Way Safety is a Certified WBE by the WBENC

Sales Meg Shanley 708-603-6327



AIRGAS USA, LLC  
 1601 NICHOLAS BLVD  
 ELK GROVE VILLAGE IL 60007-5614  
 T: 847-434-5300  
 F: 847-827-1968

## QUOTATION

YOU CAN PLACE THIS ORDER  
 ON [WWW.AIRGAS.COM](http://WWW.AIRGAS.COM)

**Quote For:** 2870379  
 CITY OF DES PLAINES  
 POLICE DEPARTMENT  
 1420 MINER ST  
 DES PLAINES IL 60016-4404  
 T: 847-391-5333

**Sold To:** 2870379  
 CITY OF DES PLAINES  
 1420 MINER ST  
 DES PLAINES IL 60016-4404  
 T: 847-391-5333

Quote Number	2010899272
Quote Date	09/08/2022
Prepared By	Cindy Givler
Contact Phone	+1 847-434-5249
PO Number	
Release Number	
Ordered By	

Item	Material/Description	Plant	Order Qty	UM	Vol/Wt	UM	Unit Price	UM	Ext Price
10	<b>3MRGENERIC</b> 3M MT20H682FB-47N GNS 3M™ PELTOR™ ComTac™ VI NIB Headset, Foldable, Single Lead, Standard Dynamic Mic, MI Input, NATO Wiring, Coyote	N178	17	EA			992.14	EA	16,866.38
20	<b>3MRGENERIC</b> 3M 3MRFL4063-02 PELTOR™ FL4063-02, NATO Wired Small PTT Adapter - Motorola APX/XPR	N178	17	EA			249.12	EA	4,235.04
30	<b>3MRTEP-200</b> EARPLUG TACTICAL TEP-200 PELTOR	N178	6	KTO			487.07	KTO	2,922.42
40	<b>3MR370-1019-10</b> TIP REPLACEMENT 370-1019-10 PELTOR SKULL SCREW 10 PAIR PER CASE	N178	1	CA			21.90	CA	21.90
50	<b>3MRCCC-GRM-25</b> EARTIP TRIPLE-C COMMUNICATIONS CCC-GRM-25 PELTOR 25 PAIR/CASE	N178	2	CA			55.58	CA	111.16
60	<b>AO8GENERIC</b> ASTRA RADIO COMMUNICATIONS AO8AN275 ARC Tactile Neckloop Kit with wireless air PTT for 3M TEP 200	N178	6	EA			493.30	EA	2,959.80
70	<b>AO8GENERIC</b> ASTRA RADIO COMMUNICATIONS AO8N2HT-075 Radio Cell Junction Box Remote Speaker Mic	N178	1	EA			1,129.44	EA	1,129.44

Incoterms	Freight Paid by Customer
Shipping Method	Best Way
Payment Terms	NET 30

Quote Amount	28,246.14
Sales Tax	0.00
Quote Total	28,246.14

PLEASE REFER TO THIS QUOTATION WHEN ORDERING.

TERMS AND PRODUCT PRICING ARE VALID UNTIL 06/20/2023

SURCHARGES, TAXES & FREIGHT MAY NOT BE INCLUDED OR MAY CHANGE AT TIME OF BILLING.

Airgas reserves the right to decline or cancel any order at any time prior to shipment. For more information about returns and cancellations, please visit us online at [Airgas.com/terms-of-sale](http://Airgas.com/terms-of-sale).

Comments :



9200 S. Oketo Avenue  
 Bridgeview, IL 60455  
 Phone: 708-430-5800  
 Fax: 708-233-5830

**QUOTATION**  
**112006290**

Quote Valid Until: 09/30/2022

**Bill To:**  
 AP@DESPLAINES.ORG  
 CITY OF DES PLAINES @ 1420 MINER STREET  
 DES PLAINES, IL 60016

**Ship To:**  
 DES PLAINES POLICE DEPARTMENT  
 1420 MINER STREET  
 DES PLAINES, IL 60016

**Job Ticket No:**  
**Department:** Specialized Training and Relations Team

**Contact:** Ofc. Matt Cerasa  
**Phone #:** 847-391-5401  
**Email:** MCerasa@DesPlaines.org

Date: 08/30/2022	Customer# : 5138	Sales Rep: 47	PO# :	Terms: NET 30
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Sales Rep. Name: JEFF JACKLIN	Email: JeffJ@urci.com
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Qty	Item	Description	Unit Price	Extended
17	MT20H682FB-47N GNS	3M COMTAC GREENHEAD HEADBAND MSRP: \$1,405.50	1,045.69	17,776.73
17	FL5063-02	3M Peltor Motorola APX/XPR Radio Adapter, PTT, MTRTRBO, NATO MSRP: \$380.79	295.11	5,016.87
6	TEP-200	3M Peltor Tactical Earplug (Each) MSRP: \$690.00	556.14	3,336.84
1	370-1019-10	3M Peltor Skull Screw Communications Tip Replacements (10 per/case) MSRP: \$31.03	25.01	25.01
2	CCC-GRM-25	3M Peltor Triple-C Communications Eartips (25 pair/case) MSRP: \$78.73	63.40	126.80
6	AN275	Tactical Neck Loop Kit w/Wireless Encrypted Air PTT for 3M Peltor TEP-200/Motorola APX	545.09	3,270.54
1	N2HT-075	Radio-Cell Phone Junction Box Remote Speaker Mic for 3M Peltor TEP-200/Motorola APX	1,248.00	1,248.00
1	SH1	SHIPPING & HANDLING S/H to be added	0.00	0.00

Subtotal : \$30,800.79  
 Tax : \$0.00  
 Total Quote : \$30,800.79

If applicable, Sales Tax and/or Shipping/Handling Fees will be added to the Order.



**CITY OF DES PLAINES**

**RESOLUTION R - 160 - 22**

**A RESOLUTION APPROVING THE PURCHASE OF BALLISTIC PROTECTIVE GEAR FROM UNIFORM DEN EAST, INC.**

**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 sufficient funds in the Asset Forfeiture Fund for the Police Department to 17 Peltor Comtac headsets and six Peltor TEP-200 Tactical Earplugs with necessary accessories (collectively, "**Headsets**") during the 2022 fiscal year; and

**WHEREAS**, City staff requested quotes for the Headsets from three vendors; and

**WHEREAS**, Envirosafety ("**Vendor**") submitted the lowest quote in the amount of \$27,003.50 for the Headsets; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the requirement that competitive bids be solicited for the purchase of the Headsets and purchase the Headsets from the Vendor in the not-to-exceed amount of \$27,003.50;

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

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

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

**SECTION 3: APPROVAL OF PURCHASE.** The City Council approves the purchase by the City of the Headsets from the Vendor in a total not-to-exceed amount of \$27,003.50.

**SECTION 4: AUTHORIZATION OF PURCHASE.** The City Council authorizes and directs the City Manager and the City Clerk to execute and seal documents approved by the General Counsel, and the City Manager to make payments, on behalf of the City, that are necessary to complete the purchase of the Headsets from the Vendor in a total not-to-exceed amount of \$27,003.50.

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

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

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

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

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Resolution Approving Purchase of Headsets from Envirosafety



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: October 6, 2022

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

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

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

Subject: Engineering Services -- Modifications and Painting of Dulles Water Tower – TO#10

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**Issue:** Dulles Water Tower was cleaned and inspected in November 2020 by Dixon Engineering. They provided a report that notes modifications and repairs that need to be made prior to painting. These modifications are an IEPA requirement. Dulles Water Tower was last painted in 2003.

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

The 2023 budget includes funds for the Dulles Water Tower Rehabilitation Project. Dixon Engineering has provided a proposal for design, bidding, and construction oversight services for the Dulles Water Tower Rehabilitation project as Task Order #10 in the amount of \$103,450.00.

**Recommendation:** We recommend approval of Task Order #10 with Dixon Engineering, Inc., 1104 Third Ave., Lake Odessa, MI 48849 in the amount of \$103,450.00. Funding source will be Water Fund, Professional Services, 500-00-580-0000.6000.

**Attachments:**

Resolution R-161-22  
Exhibit A – Task Order No. 10

**CITY OF DES PLAINES**

**RESOLUTION R - 161 - 22**

**A RESOLUTION APPROVING TASK ORDER NO. 10  
UNDER A MASTER CONTRACT WITH DIXON  
ENGINEERING, INC. FOR PROFESSIONAL  
ENGINEERING SERVICES.**

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

**WHEREAS**, in November 2020, Dixon Engineering, Inc. ("**Consultant**") inspected and cleaned the Dulles Water Tower and reported that certain modifications and repairs should be made to the the Dulles Water Tower ("**Dulles Water Tower Rehabilitation Project**"); and

**WHEREAS**, the City desires to procure professional engineering services to oversee the Dulles Water Tower Rehabilitation Project ("**Engineering Services**"); and

**WHEREAS**, on February 18, 2020, the City Council approved Resolution R-41-20, which authorized the City to enter into a master contract ("**Master Contract**") with Consultant for the performance of engineering services for the City as such services are needed over time; and

**WHEREAS**, in accordance with Section 1-10-14 of the City Code of the City of Des Plaines, City staff has determined that the procurement of the Engineering Services is not adapted to award by competitive bidding because the Engineering Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

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

**WHEREAS**, Consultant submitted a proposal in the not-to-exceed amount of \$103,450 to perform the Engineering Services; and

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

**WHEREAS**, the City desires to enter into Task Order No. 10 under the Master Contract for the procurement of the Engineering Services from Consultant in the not-to-exceed amount of \$103,450 ("**Task Order No. 10**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 10 with Consultant;

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

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

**SECTION 2: APPROVAL OF TASK ORDER NO. 10.** The City Council hereby approves Task Order No. 10 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 3: AUTHORIZATION TO EXECUTE TASK ORDER NO. 10.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Task Order No. 10.

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

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Task Order No 10 with Dixon Engineering for Dulles Water Tower Rehab

## ATTACHMENT A

### TASK ORDER

In accordance with Section 1.2 of the Master Contract dated February 18, 2020 between the City of Des Plaines (the “City”) and Dixon Engineering, Inc. (the “Consultant”), the Parties agree to the following Task Number 10:

#### Contracted Services:

##### A1.01 Design Phase – Technical Specifications:

- A. Basic Services:
  - 1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
  - 2. DIXON shall prepare Technical Specifications and Drawings to include:
    - a. Additions to General Conditions of Construction Contract relevant to coating projects.
    - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
    - c. Specifications for Coating Repair or Replacement.
  - 3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
  - 4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
  - 5. After receipt, Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
  - 6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
  - 7. In response to Owner’s comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
  - 8. DIXON’s services under the Design Phase will be considered complete on the date when DIXON has delivered to Owner the revised Technical Specifications.
  - 9. If antennas may interfere or add costs to the Project a review of Exhibit B, Antennas is required. These services are available from DIXON or can be completed by the Owner. In most antenna carrier contracts, the fees for engineering services are back chargeable to the antenna carrier. It is essential that the responsibility for completion of Exhibit B services be well defined between DIXON and Owner as project delays may result in additional construction costs.
- B. Design Phase – RPR Services–None
- C. Design Phase – Owner’s Responsibility:
  - 1. Provide DIXON with all criteria and full information as to Owner’s requirements for the Project, including design objectives and constraints-and upon DIXON’s request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
  - 2. Give instructions to DIXON regarding Owner’s procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner’s construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner’s bidding-related documents, and Construction Contract Documents.
  - 3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

## **A1.02 Bidding and Contract Document Phase:**

### **A. Basic Services:**

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
  - a. Section 00 00 00 Notice to Bidders.
  - b. Section 00 24 00 Project Summary.
  - c. Section 00 21 13 Instructions to Bidders.
  - d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
  - e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
  - f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
  - g. Section 00 53 00 Schedule of Values Form.
4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Attend and document, pre-bid meeting, if any, and issue Addenda if clarifications required.
10. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
11. Attend and document bid opening, create bid tabs, and notify bidders of results after authorization of Owner.
12. Review the bids submitted to the Owner and recommend award in writing based on lowest responsible and responsive bidder.
13. If Owner agrees, issue Notice of Award to recommended Bidder.
14. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to Owner for full review by their Insurance Consultant.
15. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
16. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.

17. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.

B. Bidding and Contract Document Phase-RPR Services-None.

C. Bidding and Contract Documents Phase-Owner Responsibilities

1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
3. Attend and participate in the pre-bid conference if any.  
Provide a place for the bid opening and open the Bids received.
4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to Owner by DIXON.

#### **A1.03 Construction Phase:**

A. Basic Services:

1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

A. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Point General:
  - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
4. Hold Point Weld/Modifications- Observe, Record, Report, and:
  - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
5. Hold Point Coating Wet Interior - Observe, Record, Report, and:
  - a. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard.
  - b. Collect spent abrasive for sampling and testing.
  - c. Abrasive blast cleaning prior to application of the prime coat.
  - d. Prime coat prior to application of the next coat.
  - e. Intermediate coat prior to application of the stripe or topcoat.



- f. Topcoat for compliance with specifications.
- 6. Hold Point Coating Exterior - Observe, Record, Report, and:
  - a. Verify test area for low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
  - b. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
  - c. Abrasive blast cleaning prior to primer application.
  - d. Spot prime coat prior to application of the epoxy intermediate coat.
  - e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
  - f. Urethane intermediate coat prior to application of the topcoat.
  - g. Topcoat for compliance with specifications.
- 7. Hold Point Coating Dry Interior- Observe, Record, Report, and:
  - a. Spot power tool cleaning for thoroughness, surface profile, feathering, and compliance with specifications.
  - b. Spot prime coat prior to application of the intermediate coat.
  - c. Topcoat for compliance with specifications. Review all contract items to assure they have been completed according to contract requirements.
- 8. Hold Point Project Finalization:
  - a. Review all repairs not installed until after coating.
  - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
  - c. Observe the installation of screens, light bulbs, etc.
  - d. Observe Site for restoration to pre-project conditions.
  - e. Formulate a punch list of items to complete.
  - f. Create a second punch list if needed before finalization.
  - g. Finalize the project to assure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
- B. Construction Phase - Owner's Responsibilities:
  - 1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
  - 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
  - 3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

#### **A2.01 ADDITIONAL SERVICES**

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
  - 1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.

**ANTENNAS ON TOWERS**

---

**B1.00 General:**

- B. Almost all towers have some antennas, some only small SCADA antenna, local 911, or internet. If work is to be completed around these antennas they need to be protected or temporarily removed. Decisions and directives need to be issued early in the Design Phase. If the antennas must be removed, this is the time to make modifications. This Work can be completed by DIXON or Owner. There is a long lead time for most removals, so it is important to get written commitment from the Carrier as to schedule.

DIXON will provide Antenna Contract Administration and field observation as delegated below. If Owner will complete the services – responsibility is to be defined as total or partial for all items below as between Engineer responsible and Owner responsible.

**B1.01 Study Phase Antennas**

- A. Review of the existing T-Mobile and other antenna installations. Review to better configure and/or upgrade equipment on the tank. This review includes a visit to the site to climb the tank to obtain measurements and photographs. This review also includes looking at as built drawings for the installations on the tank.

**B1.02 Design Phase Antennas:**

- A. Review existing leases and determine length of notification required for removal, if applicable. DIXON to generate removal during painting notice letters to T-Mobile and other carriers.
- B. DIXON will schedule, attend, and preside over a meeting with the Owner, T-Mobile, and other carriers. The purpose of the meeting is to coordinate the removal of the cellular equipment at the project site for the rehabilitation/painting project.

**B1.03 Construction Phase - Antennas:**

- A. Work with the Owner, T-Mobile, and other carriers to determine the best method for temporarily removing the cell carrier's equipment. Work with the Owner to determine the best location for the antenna carrier's temporary cell towers.
- B. Work with the Owner on an as-needed basis to ensure the T-Mobile and other carriers' equipment is removed in a timely fashion to allow the contractor ample time to complete the rehabilitation/painting project.

**B1.04 Post Construction Phase - Antennas:**

- A. Review design modifications/improvements (by others) for reinstallation of cell carriers on existing water tank.
- B. Assist the Owner in coordinating reinstallation of T-Mobile and other antenna equipment on the tank following the rehabilitation/painting of the tank.
- C. Conduct four (4) reinstallation inspections of the water tank once the T-Mobile and other antenna equipment has been reinstalled onto the water tank after the rehabilitation/painting project is completed.

2. **Project Schedule** (attach schedule if appropriate): to be determined \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

3. **Project Completion Date:**

All Contracted Services must be completed on or before: December 28, 2023

4. **Project Specific Pricing** (if applicable): Not to Exceed amount One Hundred, Three Thousand, Four Hundred, Fifty Dollars (**\$103,450.00**).

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

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

**[signature page follows]**

**CITY**

**CONSULTANT**

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

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

Todd Schaefer

Signature  
Todd Schaefer  
Name (Printed or Typed)

September 20, 2022  
Date

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

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

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

If compensation greater than \$/20,000/, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

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

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

EXHIBIT C ATTACHMENT C-2: Agreement Between  
Owner and DIXON

**STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE**

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$170.00	\$255.00
Engineer	\$175.00	\$263.00
CWI Welding RPR	\$187.00-\$205.70	\$277.50-\$308.00
DIXON Level 3 or NACE Certified Level 3 RPR	\$130.00-\$171.00	\$195.00-\$256.00
DIXON Level 2 or NACE Level 2 RPR	\$118.00-\$149.00	\$176.00-\$223.00
DIXON Level 1 or NACE Level 1 RPR	\$106.00-\$129.00	\$159.00-\$193.00
Contract Support Staff	\$135.00-\$165.00	\$204.00-\$248.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$168.00 per diem	\$158.00 per diem
Meals	\$62.00 per diem	\$57.00 per diem

**FEES EFFECTIVE THROUGH: December 31, 2023, Revised 9/8/2022**



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: October 6, 2022

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

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

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

Subject: Bid Award – Gasoline and Diesel Fuel Purchase and Delivery

**Issue:** The current contract for gasoline and diesel fuel purchase and delivery expires on December 31, 2022. Three bids for this service were opened on September 8, 2022.

**Analysis:** The specifications for the bids required the vendors to supply a unit price per gallon delivered with respect to the Oil Price Information Service (OPIS), which determines the wholesale cost. This contract is a one-year contract beginning on January 1, 2023 with up to two renewal terms. The unit price per gallon provided in the bids includes a profit margin (or loss) per gallon delivered against the OPIS price as shown below.

Product	Avalon Petroleum	Petroleum Traders	Al Warren Oil Co.
87 Octane-Deliveries <2,500 gallons	\$0.058	\$0.0678	\$0.15
87 Octane-Deliveries >2,500 gallons but <6,000 gallons	\$0.044	\$0.0553	\$0.07
87 Octane-Deliveries >6,000 gallons	\$0.029	\$0.0428	\$0.04
5% Bio-Diesel-Deliveries <2,500 gallons	\$0.058	\$0.0909	\$0.15
5% Bio-Diesel -Deliveries >2,500 gallons but <5,000 gallons	\$0.044	\$0.0784	\$0.07
No. 1 Premium, Off-Road Diesel fuel-Deliveries<1,000 gallons	\$0.044	\$0.5275	\$0.2

The City historically purchases an average of 110,000 gallons of unleaded fuel and 49,000 gallons of diesel fuel per year. The bid specifications included varying delivery amounts as fuel needs fluctuate, especially during the summer and winter months. Based on the City’s history of purchasing, the following table estimates the overhead costs for each vendor per margins submitted:

		<b>Avalon Petroleum</b>	<b>Petroleum Traders</b>	<b>Al Warren</b>
Product	Quantity In Gallons	Overhead Gallon Extended Total	Overhead Gallon Extended Total	Overhead Gallon Extended Total
87 Octane>6000 Gallons	64,166	\$0.029 \$1,860.81	\$0.0428 \$ 2,746.30	\$0.04 \$2,566.64
87 Octane 2,500-6,000 Gallons	45,834	\$0.044 \$2,016.70	\$0.0553 \$2,534.62	\$0.07 \$3,208.38
5% Bio-Diesel<2500 Gallons	28,583	\$0.058 \$1,657.81	\$0.0909 \$2,598.19	\$0.15 \$4,287.45
5% Bio-Diesel>2500 Gallons	20,417	\$0.044 \$898.35	\$0.0784 \$1,600.69	\$0.07 \$1,429.19
	TOTAL ESTIMATED OVERHEAD COSTS	\$6,433.67	\$9,479.80	\$11,491.66

Based on the analysis in the above table, Avalon Petroleum Company submitted the lowest overhead margins and is the lowest responsible bidder.

**Recommendation:** We recommend award of the bid for the 2023 purchase of unleaded gasoline and diesel fuel to Avalon Petroleum Company, Inc., 200 East Court Street, Suite 720, Kankakee, IL 60901, per the margins submitted, in the following requested budgeted amounts:

<b>Fund</b>	<b>Account</b>	<b>Budget Amount</b>	<b>Account</b>	<b>Budget Amount</b>
General, Vehicle Maintenance	7120, Gasoline	\$ 285,000	7130, Diesel	\$ 175,000
Water	7120, Gasoline	\$ 45,000	7130, Diesel	\$ 14,000
Sewer	7120, Gasoline	\$ 30,000	7130, Diesel	\$ 20,000
	Total Gasoline =	\$ 360,000	Total Diesel =	\$ 209,000

**Attachments:**

Resolution R-162-22

Exhibit A – Avalon Contract

CITY OF DES PLAINES

RESOLUTION R - 162 - 22

**A RESOLUTION APPROVING AN AGREEMENT WITH AVALON PETROLEUM COMPANY, INC. FOR THE PURCHASE OF GASOLINE AND DIESEL FUEL.**

**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 \$569,000 for use by the Department of Public Works and Engineering during the 2023 fiscal year for the purchase of unleaded gasoline ("*Gasoline*") and diesel fuel ("*Fuel*") for use by all City-owned vehicles and equipment; and

**WHEREAS**, pursuant to Chapter 10 of Title 1 of the City of Des Plaines City Code ("*City Code*") and the City's purchasing policy, City staff invited bids for the purchase of Gasoline and Fuel; and

**WHEREAS**, the City received four bids, which were opened on September 8, 2022; and

**WHEREAS**, Avalon Petroleum Company, Inc. ("*Vendor*") submitted the lowest responsible unit price bid for Gasoline and Fuel; and

**WHEREAS**, the City desires to enter into an agreement with Vendor for a term of one year with up to two renewal terms for the purchase of Gasoline in the not-to-exceed amount of \$360,000 and Fuel in the not-to-exceed amount of \$209,000 per year ("*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 City Council approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 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 Agreement.



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

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Bid from Avalon Petroleum Co for Gas and Diesel Fuel Purchase 2023

CITY OF DES PLAINES

CONTRACT FOR

Gasoline and Diesel Fuel Purchase and Delivery

Full Name of Bidder Avalon Petroleum Company ("Bidder")
Principal Office Address 200 E. Court Street Suite 520 Kankakee IL 60901
Local Office Address Same
Contact Person William Katzenberger Telephone Number 815-939-6200

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

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

greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

1. Work Proposal

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

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

- 1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for Gasoline and Diesel Fuel Purchase and Delivery for the City of Des Plaines, 1111 Joseph Schwab Rd, Des Plaines, IL 60016 (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the

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

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

2. Contract Price Proposal

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

all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work:  
See attachment A (Specifications and Schedule of Prices)

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

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

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

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

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

properly applied to the payment or reimbursement of the costs with respect to which they were paid.

### 3. Contract Time

A. If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work on January 1, 2023, provided Bidder shall have furnished to Owner all insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously from the commencement date through December 31, 2023. The Owner will have the right to renew this Contract/Proposal for two additional one-year renewal terms (each, a "Renewal Term") by providing Bidder with written notice of renewal at least 60 days prior to the expiration of the Term or the applicable Renewal Term. Owner may terminate this Contract/Proposal at its convenience by providing Bidder 30 days advance written notice thereof. At all times during the Term and any Renewal Term, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work in accordance with this Contract/Proposal, as directed by Owner, and more fully described in Attachment A.

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

Per Diem Administrative Charge:

\$ 250.00 per day/occurrence

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

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

### 4. Financial Assurance

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company

acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after Owner's acceptance of this Contract.

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in

compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

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

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

## 7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of

Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

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

- Bidder has carefully examined and read the ITB and all related documents in their entirety.
- The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- Bidders has provided a list of client references with a minimum of 4 municipal references.
- Bidder has fully completed the entire Contract form, including the Schedule of Prices in Attachment A.
- Bidder has submitted a certified check or bid bond, as required by the Instructions to Bidders
- Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. \_\_\_\_\_ [BIDDERS MUST INSERT ALL ADDENDA NUMBERS], has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: 9/8, 20 22.

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

Bidder's Name: Avalon Petroleum Company

Doing Business As (if different): N/A

Signature of Bidder or Authorized Agent: W. Katzenberger Date: 9/8/2022

(corporate seal) Printed Name: William F. Katzenberger  
 (if corporation)

Title/Position: Vice President of Sales

Bidder's Business Address: 200 E. Court Street Suite 720  
Kankakee IL 60901

Bidder's Business Telephone: 815-939-6200 Facsimile: 815-939-6215

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

NAME	TITLE	ADDRESS
William Katzenberger	V.P. of Sales	200 E. Court St.
John Eckenstein	Executive V.P.	Suite 720 Kankakee IL 60901

## ACCEPTANCE

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

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

### CITY OF DES PLAINES

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

Printed name: Michael G. Bartholomew

Title: City Manager

#12787998\_v1



## ATTACHMENT A

### INVITATION TO BID FOR GASOLINE AND DIESEL FUEL PURCHASE AND DELIVERY

**BID TO BE SUBMITTED IN A SEALED ENVELOPE PLAINLY MARKED "GASOLINE AND DIESEL FUEL PURCHASE AND DELIVERY" AND IN THE HANDS OF THE CITY CLERK, 1420 MINER STREET, DES PLAINES, ILLINOIS 60016 BEFORE 10:00 A.M. ON September 15, 2022.**

#### GENERAL CONDITIONS

**This contract shall be for the period beginning January 1, 2023 and ending December 31, 2023 with up to 2 (two) one-year renewal terms.**

Any deviations, exceptions, or proposed substitutions from the general requirements must be clearly cited in writing by the bidder. However, no deviation below minimum requirements will be accepted.

#### Submission of Certain Data

Each bidder shall submit with his bid the following data:

1. A statement that the bidder is a major oil company supplier or affiliated with one, and the location of the terminal or terminals from which the product will be delivered, including all terminals which may be utilized during the life of the contract.
2. A statement providing the OPIS Low Chicago published price for the gross distillate per gallon posted on September 8, 2022; a price comparison to the bid which is being submitted; and specification of the terminal from which the product would have been delivered.
3. A statement listing other governmental agencies receiving fuel transport deliveries in the northwest suburban area of Chicago.

Any bidder may be required by the City to submit additional data to satisfy that such bidder is prepared to fulfill the contract, if so awarded.

#### Other Conditions

The right is reserved to reject any or all bids or to waive any informality in any bids and to accept any bid considered advantageous to the City of Des Plaines, Illinois.

Transport truck delivery prices of gasoline shall be subject to the amount of increase or decrease published in OPIS Low Chicago published price; prices as of each order date shall be sent with the billing.

**Bid Specs - Gasoline and Diesel Fuel  
Page 1**

All deliveries must be made within 24 hours of notification.

All deliveries will be made to the Public Works facility at 1111 Joseph Schwab Road between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday. When necessary, during a city declared emergency, delivery of the product may be needed twenty-four hours a day, seven days a week.

Upon delivery, the driver of the tanker must provide a terminal manifest and delivery ticket to receiving Public Works personnel.

**Invoicing and Tax-Exempt Forms**

All required tax-exemption forms must be provided to the City for completion the day the contract is executed by the purchaser and fuel provider.

Billable gallons for invoicing purposes shall be determined by using the gross gallons listed on the terminal manifest. Invoicing shall be completed no later than one week from the date of delivery. The invoices shall be sent to the Public Works facility.

**All bid prices are F.O.B. 1111 Joseph Schwab Road, Des Plaines, Illinois.**

The City of Des Plaines will assume no responsibility for oral instruction or suggestion.

**GASOLINE & DIESEL FUEL SPECIFICATIONS**

1. **SCOPE**

These specifications are intended to cover the requirements for furnishing and delivering gasoline and diesel fuel as listed on the attached Bid Proposal Form in the quantities as required by the City during the period of the Contract.

2. **QUANTITIES**

Total City's yearly need of gasoline is approximately 110,000 gallons gasoline and 49,000 gallons of diesel fuel.

The gasoline and diesel fuel must be free of any suspended material and any trace of water. All diesel fuel must also be free of unpleasant odors and must contain a biocide (manufacturer specifications to be attached to bid submittal).

All gasoline quality standards are to be measured by road octane rating (research octane plus motor octane divided by two.)

- Regular-grade lead-free gasoline - 87 road octane rating
- No. 1 Premium, Off-Road low-sulfur, diesel fuel - must contain no cracked material; sulfur content to be less than .05%; must include a biocide, detergent, lubricity additive, and corrosion inhibitor.
- 5% Mobile Diesel Efficient bio-diesel (B5)

Upon the discretion of the City, all fuels will be checked for the proper octane level by a private testing firm no more than once per month. **IF THE FUEL DOES NOT PASS THE MINIMUM OCTANE RATING, THE COST OF THE TESTING AND REPLACEMENT OF FUEL WILL BE BORNE BY THE SUPPLIER.** Testing will be from the product in the transport versus the owner's storage tank. Any bids received that do not guarantee the standards will be disqualified.

At the City Public Works Facility, there is one 5,000-gallon tank used for storage of diesel fuel and one 10,000-gallon tank used for unleaded fuel. The supplier may be required to split his load between different grades and/or dump into more than one tank. Loads must be metered when dumped.

Gasoline marketed and/or delivered during the months of October, November, December, January, February, and March shall contain additives in sufficient quantities to prevent gas line freeze.

All bidders shall supply data using latest ASTM methods on their distillation, potential gum, oxygen stability, corrosion, and percent of sulfur.

Bidders are requested to furnish name and telephone number of the marketing representative assigned to this area. Successful bidder shall also furnish the name of a contact person for dispatch service.

Bids shall be accompanied by specifications of the product quoted and should indicate the brand and trade name under which it is sold. The product must be the same as is sold by vendor through his retail outlets.

The City reserves the right to purchase gasoline with the road octane rating of their choice on a per transport load basis. Specific instructions on octane ratings will be given to the dispatcher on all orders. There is the possibility that only a low octane rated fuel will be used. However, the City may alternate between high and low rated fuels.

**Bid Specs - Gasoline and Diesel Fuel**

**Page 3**

## SCHEDULE OF PRICES

**All bid prices must include any and all delivery charges or fees to:**

**1111 Joseph Schwab Road, Des Plaines, Illinois**

The undersigned herewith submits a bid on petroleum products in accordance with the attached specifications and special conditions.

**DO NOT ADD TAXES TO THE BELOW AMOUNTS.** The City of Des Plaines pays \$0.1900 Illinois Motor Fuel Tax for unleaded, \$0.2150 Illinois Motor Fuel Tax for diesel, \$0.06 Cook County Tax, \$0.0030 Illinois Underground Storage Tank Tax, Federal Oil Spill Tax Gas-\$0.00193 Dsl-\$0.00204 (B5) and \$0.0080 environmental impact fee.

Based on the OPIS Low Chicago published price per gallon dated September 8, 2022 plus or minus the bidders profit/overhead

Item	2023 Profit/Overhead Cost per Gallon	2024 Profit/Overhead Cost per Gallon *if renewal term accepted	2025 Profit/Overhead Cost per Gallon *if renewal term accepted
87 Octane-Deliveries <2,500 gallons	+0.058	+0.058	+0.058
87 Octane-Deliveries >2,500 gallons but <6,000 gallons	+0.044	+0.044	+0.044
87 Octane-Deliveries >6,000 gallons	+0.029	+0.029	+0.029
5% Bio-Diesel-Deliveries <2,500 gallons	+0.058	+0.058	+0.058
5% Bio-Diesel -Deliveries >2,500 gallons but <5,000 gallons	+0.044	+0.044	+0.044
No. 1 Premium, Off-Road Diesel fuel-Deliveries<1,000 gallons	+0.044	+0.044	+0.044

Name of Bidding Company: Avalon Petroleum Company  
 Address: 200 E. Court Street Suite 720 Kankakee IL 60901  
 Phone: 815-939-6200  
 By: William Katzenberger

Note: Proposals will not be accepted unless submitted on this form and including an attachment noting the OPIS Low Chicago published price per gallon dated September 8, 2022.

**OPIS Wholesale Racks with OPIS Spot Mean**

opisadmin@opisnet.com <opisadmin@opisnet.com>

Thu 9/8/2022 8:03 AM

To: Jeff <jeff@avalonpetroleum.com>

Account #145413

To align the following data, change the font size to 9 in Courier New.

CHICAGO, IL

2022-09-08 09:01:16 EDT

**\*\*OPIS GROSS RFG ETHANOL(10%) PRICES\*\***

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
BP	b 125-3	255.40	-13.17	296.70	-13.17	335.00	-13.17	09/07	18:00
Citgo	b 1-10	255.31	-16.18	278.55	-16.18	334.10	-16.18	09/07	18:00
Citgo	u 1-10	263.84	-13.13	299.19	-13.13	342.63	-13.13	09/07	18:00
Marathon	b 1-10	255.66	-14.04	287.65	-14.04	351.62	-14.04	09/07	18:00
Marathon	u N-10	259.40	-16.00	285.07	-16.00	336.40	-16.00	09/07	18:00
MPC-ARCO	b 1-10	255.66	-14.04	287.65	-14.04	351.62	-14.04	09/07	18:00
PSX	b 1-10	259.45	-11.70	278.64	-11.70	330.16	-11.70	09/07	18:00
Shell	b 125-3	259.73	-20.25	295.17	-20.25	350.87	-10.12	09/07	18:00
Shell	u N-10	279.75	-23.79	-- --	-- --	-- --	-- --	09/07	18:00
Sunoco	b 125-3	261.78	-14.67	-- --	-- --	330.78	-14.67	09/07	18:00
XOM	b 125-3	253.61	-14.98	294.12	-14.97	333.31	-14.97	09/07	19:00
XOM	u Net	249.94	-14.79	284.94	-14.79	319.94	-14.79	09/07	19:00
LOW RACK		249.94		278.55		319.94			
HIGH RACK		279.75		299.19		351.62			
RACK AVG		259.13		288.77		337.86			
OPIS WEST SHORE/BADGER PIPELINE DELIVERED SPOT (SRI) MAIN									
FOB CHICAGO		237.91		271.75		322.52			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB CHICAGO		235.46		245.00		259.31			
BRD LOW RACK		253.61		278.55		330.16			
BRD HIGH RACK		261.78		296.70		351.62			
BRD RACK AVG		257.08		288.35		339.68			
UBD LOW RACK		249.94		284.94		319.94			
UBD HIGH RACK		279.75		299.19		342.63			
UBD RACK AVG		263.23		289.73		332.99			
CONT AVG-09/07		274.69		303.60		351.75			
CONT LOW-09/07		264.73		290.34		334.73			
CONT HIGH-09/07		303.54		315.42		365.66			

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LOW RETAIL	365.40
AVG RETAIL	434.48
LOW RETAIL EX-TAX	281.20
AVG RETAIL EX-TAX	343.81

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**\*\*OPIS GROSS RFG ETHANOL(10%) TOP TIER PRICES\*\***

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
XOM	u Net	250.44	-14.79	285.44	-14.79	320.44	-14.79	09/07	19:00
LOW RACK		250.44		285.44		320.44			
HIGH RACK		250.44		285.44		320.44			
RACK AVG		250.44		285.44		320.44			
UBD LOW RACK		250.44		285.44		320.44			
UBD HIGH RACK		250.44		285.44		320.44			
UBD RACK AVG		250.44		285.44		320.44			
CONT AVG-09/07		265.23		300.23		335.23			
CONT LOW-09/07		265.23		300.23		335.23			
CONT HIGH-09/07		265.23		300.23		335.23			

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**\*\*OPIS GROSS RFG ETHANOL(15%) PRICES\*\***

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Citgo	b 1-10	251.78	-16.18	---	---	---	---	09/07	18:00
Shell	b 125-3	255.68	-20.25	---	---	---	---	09/07	18:00
LOW RACK		251.78		---	---	---	---		
HIGH RACK		255.68		---	---	---	---		
RACK AVG		253.73		---	---	---	---		
BRD LOW RACK		251.78		---	---	---	---		
BRD HIGH RACK		255.68		---	---	---	---		
BRD RACK AVG		253.73		---	---	---	---		
CONT AVG-09/07		271.95		---	---	---	---		
CONT LOW-09/07		267.96		---	---	---	---		
CONT HIGH-09/07		275.93		---	---	---	---		

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**\*\*OPIS GROSS E-85 PRICES\*\***

	Terms	Unl	Move	Date	Time
Citgo	u 1-10	213.97	-12.12	09/07	18:00
Shell	b 125-3	204.33	- 9.39	09/07	18:00
LOW RACK		204.33			
HIGH RACK		213.97			
RACK AVG		209.15			
BRD LOW RACK		204.33			
BRD HIGH RACK		204.33			
BRD RACK AVG		204.33			
UBD LOW RACK		213.97			
UBD HIGH RACK		213.97			
UBD RACK AVG		213.97			
CONT AVG-09/07		219.91			
CONT LOW-09/07		213.72			
CONT HIGH-09/07		226.09			

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**\*\*OPIS GROSS E-65 PRICES\*\***

	Terms	Unl	Move	Date	Time
Shell	b 125-3	204.33	- 9.39	09/07	18:00
LOW RACK		204.33			
HIGH RACK		204.33			
RACK AVG		204.33			
BRD LOW RACK		204.33			
BRD HIGH RACK		204.33			
BRD RACK AVG		204.33			
CONT AVG-09/07		213.72			
CONT LOW-09/07		213.72			
CONT HIGH-09/07		213.72			

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**\*\*OPIS GROSS AVIATION GAS PRICES\*\***

	Terms	Unl	Move	Date	Time
PSX	b N-10	387.00	-12.00	09/06	00:01
LOW RACK		387.00			
HIGH RACK		387.00			
RACK AVG		387.00			
BRD LOW RACK		387.00			
BRD HIGH RACK		387.00			
BRD RACK AVG		387.00			
CONT AVG-09/07		387.00			
CONT LOW-09/07		387.00			
CONT HIGH-09/07		387.00			

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**\*\*OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES\*\***

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
BP	b 125-3	390.37	- .76	434.37	-10.39	---	---	09/07	18:00
Citgo	b 1-10	384.84	- 1.15	410.11	- 1.15	386.34	- 1.15	09/07	18:00
Citgo	u 1-10	384.84	- 1.15	410.11	- 1.15	386.34	- 1.15	09/07	18:00

9/8/22, 8:04 AM

Mail - Jeff - Outlook

Marathon	b 1-10	391.01	-10.81	450.66	- .70	---	---	09/07 18:00
Marathon	u N-10	386.60	-10.70	445.65	- .70	---	---	09/07 18:00
MPC-ARCO	b 1-10	391.52	-10.80	---	---	---	---	09/07 18:00
PSX	b 1-10	391.51	- .30	---	---	---	---	09/07 18:00
Shell	b 1-10	387.28	- 4.33	---	---	---	---	09/07 18:00
Shell	u N-10	383.41	- 4.28	---	---	---	---	09/07 18:00
Sunoco	b 125-3	392.05	- .50	---	---	---	---	09/07 18:00
XOM	b 125-3	388.61	- .79	---	---	---	---	09/07 19:00
XOM	u Net	382.05	- .78	---	---	---	---	09/07 19:00
LOW RACK		382.05		410.11		386.34		
HIGH RACK		392.05		450.66		386.34		
RACK AVG		387.84		430.18		386.34		
OPIS WEST SHORE/BADGER PIPELINE DELIVERED SPOT (SRI) MAIN								
FOB CHICAGO		361.95		---		364.20		
OPIS GULF COAST DELIVERED SPOT (SRI)								
FOB CHICAGO		360.68		---		362.93		
BRD LOW RACK		384.84		410.11		386.34		
BRD HIGH RACK		392.05		450.66		386.34		
BRD RACK AVG		389.65		431.71		386.34		
UBD LOW RACK		382.05		410.11		386.34		
UBD HIGH RACK		386.60		445.65		386.34		
UBD RACK AVG		384.23		427.88		386.34		
CONT AVG-09/07		391.70		430.06		387.49		
CONT LOW-09/07		382.83		411.26		387.49		
CONT HIGH-09/07		402.32		451.36		387.49		

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\*\*OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES\*\*

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Citgo	b 1-10	385.24	- 1.15	410.61	- 1.15	386.74	- 1.15	09/07 18:00	
Citgo	u 1-10	385.24	- 1.15	410.61	- 1.15	386.74	- 1.15	09/07 18:00	
Marathon	b 1-10	391.52	-10.80	451.67	- .70	---	---	09/07 18:00	
Marathon	u N-10	387.10	-10.70	446.65	- .70	---	---	09/07 18:00	
MPC-ARCO	b 1-10	392.02	-10.81	---	---	---	---	09/07 18:00	
Shell	u N-10	383.81	- 4.28	---	---	---	---	09/07 18:00	
XOM	u Net	382.55	- .78	---	---	---	---	09/07 19:00	
LOW RACK		382.55		410.61		386.74			
HIGH RACK		392.02		451.67		386.74			
RACK AVG		386.78		429.89		386.74			
OPIS WEST SHORE/BADGER PIPELINE DELIVERED SPOT (SRI) MAIN									
FOB CHICAGO		362.30		---		364.55			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB CHICAGO		361.03		---		363.28			
BRD LOW RACK		385.24		410.61		386.74			
BRD HIGH RACK		392.02		451.67		386.74			
BRD RACK AVG		389.59		431.14		386.74			
UBD LOW RACK		382.55		410.61		386.74			
UBD HIGH RACK		387.10		446.65		386.74			
UBD RACK AVG		384.68		428.63		386.74			
CONT AVG-09/07		392.45		430.81		387.89			
CONT LOW-09/07		383.33		411.76		387.89			
CONT HIGH-09/07		402.83		452.37		387.89			

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\*\*OPIS GROSS ULTRA LOW SULFUR WINTER DISTILLATE PRICES\*\*

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Shell	u N-10	384.41	- 4.28	---	---	---	---	09/07 18:00	
XOM	b 125-3	391.14	- .79	---	---	---	---	09/07 19:00	
XOM	u Net	384.80	- .78	---	---	---	---	09/07 19:00	
LOW RACK		384.41		---		---			
HIGH RACK		391.14		---		---			
RACK AVG		386.78		---		---			
OPIS WEST SHORE/BADGER PIPELINE DELIVERED SPOT (SRI) MAIN									
FOB CHICAGO		361.95		---		---			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB CHICAGO		360.68		---		---			
BRD LOW RACK		391.14		---		---			
BRD HIGH RACK		391.14		---		---			

BRD RACK AVG	391.14	-- --	-- --
UBD LOW RACK	384.41	-- --	-- --
UBD HIGH RACK	384.80	-- --	-- --
UBD RACK AVG	384.61	-- --	-- --
CONT AVG-09/07	388.73	-- --	-- --
CONT LOW-09/07	385.58	-- --	-- --
CONT HIGH-09/07	391.93	-- --	-- --

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\*\*OPIS GROSS ULTRA LOW SULFUR RED DYE WINTER DISTILLATE PRICES\*\*

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
XOM	u Net	385.30	- .78	-- --	-- --	-- --	-- --	09/07	19:00
LOW RACK		385.30		-- --		-- --			
HIGH RACK		385.30		-- --		-- --			
RACK AVG		385.30		-- --		-- --			
OPIS WEST SHORE/BADGER PIPELINE DELIVERED SPOT (SRI) MAIN									
FOB CHICAGO		362.30		-- --		-- --			
OPIS GULF COAST DELIVERED SPOT (SRI)									
FOB CHICAGO		361.03		-- --		-- --			
UBD LOW RACK		385.30		-- --		-- --			
UBD HIGH RACK		385.30		-- --		-- --			
UBD RACK AVG		385.30		-- --		-- --			
CONT AVG-09/07		386.08		-- --		-- --			
CONT LOW-09/07		386.08		-- --		-- --			
CONT HIGH-09/07		386.08		-- --		-- --			

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\*\*OPIS GROSS ULTRA LOW SULFUR KEROSENE PRICES\*\*

	Terms	KERO	Move	KERO RD	Move	Date	Time
Citgo	b 1-10	410.11	- 1.15	410.61	- 1.15	09/07	18:00
Citgo	u 1-10	410.11	- 1.15	410.61	- 1.15	09/07	18:00
Marathon	b 1-10	451.67	- .70	-- --	-- --	09/07	18:00
Marathon	u N-10	446.65	- .70	-- --	-- --	09/07	18:00
LOW RACK		410.11		410.61			
HIGH RACK		451.67		410.61			
RACK AVG		429.64		410.61			
BRD LOW RACK		410.11		410.61			
BRD HIGH RACK		451.67		410.61			
BRD RACK AVG		430.89		410.61			
UBD LOW RACK		410.11		410.61			
UBD HIGH RACK		446.65		410.61			
UBD RACK AVG		428.38		410.61			
CONT AVG-09/07		430.56		411.76			
CONT LOW-09/07		411.26		411.76			
CONT HIGH-09/07		452.37		411.76			

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\*\*OPIS GROSS WHOLESALE B2 SME BIODIESEL PRICES\*\*

	Terms	ULS No.2	ULS2 RD	Move	Date	Time
Marathon	b 1-10	393.69	394.19		09/07	18:00
Marathon	u N-10	389.25	389.75		09/07	18:00
LOW RACK		389.25	389.75			
HIGH RACK		393.69	394.19			
RACK AVG		391.47	391.97			
BRD LOW RACK		393.69	394.19			
BRD HIGH RACK		393.69	394.19			
BRD RACK AVG		393.69	394.19			
UBD LOW RACK		389.25	389.75			
UBD HIGH RACK		389.25	389.75			
UBD RACK AVG		389.25	389.75			
CONT AVG-09/07		402.22	402.73			
CONT LOW-09/07		399.95	400.45			
CONT HIGH-09/07		404.49	405.00			

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\*\*OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES\*\*

ULS ULS2 ULS2 ULS2D Move



	Terms	No.2	RD	WNT	WNT	Date	Time
Marathon	b 1-10	393.84	394.34	-- --	-- --	09/07	18:00
Marathon	u N-10	389.40	389.90	-- --	-- --	09/07	18:00
XOM	b 125-3	389.11	-- --	391.65	-- --	09/07	19:00
XOM	u Net	382.55	383.05	385.30	385.80	09/07	19:00
LOW RACK		382.55	383.05	385.30	385.80		
HIGH RACK		393.84	394.34	391.65	385.80		
RACK AVG		388.73	389.10	388.48	385.80		
BRD LOW RACK		389.11	394.34	391.65	-- --		
BRD HIGH RACK		393.84	394.34	391.65	-- --		
BRD RACK AVG		391.48	394.34	391.65	-- --		
UBD LOW RACK		382.55	383.05	385.30	385.80		
UBD HIGH RACK		389.40	389.90	385.30	385.80		
UBD RACK AVG		385.98	386.48	385.30	385.80		
CONT AVG-09/07		394.50	396.53	389.26	386.58		
CONT LOW-09/07		383.33	383.83	386.08	386.58		
CONT HIGH-09/07		404.65	405.15	392.44	386.58		

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**OPIS GROSS WHOLESALE B11 SME BIODIESEL PRICES**									
	Terms	ULS No.2	ULS Pre	ULS2 RD	ULS2P RD	ULS2 WNT	ULS2D WNT	Move Date	Time
BP	b 125-3	390.37	-- --	390.87	-- --	393.37	-- --	09/07	18:00
Citgo	b 1-10	386.34	387.84	386.74	388.24	-- --	-- --	09/07	18:00
Citgo	u 1-10	386.34	387.84	386.74	388.24	-- --	-- --	09/07	18:00
Marathon	b 1-10	393.99	-- --	394.49	-- --	-- --	-- --	09/07	18:00
Marathon	u N-10	389.55	-- --	390.05	-- --	-- --	-- --	09/07	18:00
MPC-ARCO	b 1-10	393.99	-- --	394.49	-- --	-- --	-- --	09/07	18:00
XOM	b 125-3	388.61	-- --	-- --	-- --	391.14	-- --	09/07	19:00
XOM	u Net	382.05	-- --	382.55	-- --	384.80	385.30	09/07	19:00
LOW RACK		382.05	387.84	382.55	388.24	384.80	385.30		
HIGH RACK		393.99	387.84	394.49	388.24	393.37	385.30		
RACK AVG		388.91	387.84	389.42	388.24	389.77	385.30		
BRD LOW RACK		386.34	387.84	386.74	388.24	391.14	-- --		
BRD HIGH RACK		393.99	387.84	394.49	388.24	393.37	-- --		
BRD RACK AVG		390.66	387.84	391.65	388.24	392.26	-- --		
UBD LOW RACK		382.05	387.84	382.55	388.24	384.80	385.30		
UBD HIGH RACK		389.55	387.84	390.05	388.24	384.80	385.30		
UBD RACK AVG		385.98	387.84	386.45	388.24	384.80	385.30		
CONT AVG-09/07		393.52	388.99	395.08	389.39	388.76	386.08		
CONT LOW-09/07		382.83	388.99	383.33	389.39	385.58	386.08		
CONT HIGH-09/07		404.80	388.99	405.30	389.39	391.93	386.08		

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**OPIS GROSS WHOLESALE B15 SME BIODIESEL PRICES**					
	Terms	ULS No.2	ULS2 RD	Move Date	Time
Marathon	b 1-10	394.14	394.65	09/07	18:00
Marathon	u N-10	389.70	390.20	09/07	18:00
LOW RACK		389.70	390.20		
HIGH RACK		394.14	394.65		
RACK AVG		391.92	392.43		
BRD LOW RACK		394.14	394.65		
BRD HIGH RACK		394.14	394.65		
BRD RACK AVG		394.14	394.65		
UBD LOW RACK		389.70	390.20		
UBD HIGH RACK		389.70	390.20		
UBD RACK AVG		389.70	390.20		
CONT AVG-09/07		402.68	403.18		
CONT LOW-09/07		400.40	400.90		
CONT HIGH-09/07		404.95	405.45		

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**OPIS GROSS WHOLESALE B20 SME BIODIESEL PRICES**							
	Terms	ULS No.2	ULS Pre	ULS2 RD	ULS2P RD	Move Date	Time
Citgo	b 1-10	384.84	386.34	385.24	386.74	09/07	18:00
Citgo	u 1-10	384.84	386.34	385.24	386.74	09/07	18:00
Marathon	b 1-10	394.29	-- --	394.80	-- --	09/07	18:00
Marathon	u N-10	389.85	-- --	390.35	-- --	09/07	18:00



Quality Petroleum Products Since 1925

City Clerk  
City of Des Plaines  
1420 Miner/Northwest Highway  
Des Plaines, IL 60016-4498

09/08/2022

Re: **Gasoline and Diesel Fuel Bid**  
**Due 09/15/2022**

This letter serves to document several requirements outlined in the bid for gasoline and diesel fuel. Avalon Petroleum Company certifies the following:

Avalon is affiliated with numerous major oil companies, including Mobil, Marathon, Amoco, Shell, Phillips, Citgo, and several others. Avalon has access to gasoline and diesel fuel at many different Chicago land fuel terminals sites, including the above mentioned terminals in Des Plaines, Mt. Prospect, Argo, Forestview, Blue Island, and Indiana terminals.

The OPIS price for 09/08/2022 is attached, and is used to establish the attached bid price. The fixed margin outlined in this bid quotation will remain fixed for the duration of the bid.

Other governmental agencies currently supplied by Avalon include Des Plaines, Downers Grove, Oak Park, and Lake County, IL. Avalon currently services several hundred municipalities, school districts, and local governments in Illinois, Indiana, and Wisconsin. We remain one of the Midwest's largest fuel distributors.

Avalon will additize the gasoline and diesel fuel as part of the bid specifications with Valvtect additives. Specification sheets for these additives are attached.

Credit terms are net 30 days from delivery date.

There is a \$5000.00 bid bond attached, as required.

Further information is available at [www.avalonpetroleum.com](http://www.avalonpetroleum.com)

Ray Ryan is Marketing Director at Avalon Petroleum and remains the key contact for our firm. Ray can be reached at 815-939-6200.

Lastly, Avalon offers a complete line of services in conjunction with the bid including tank bottom sampling and pumpout, fuel analysis, metered fuel deliveries from any size delivery, and 24 hour emergency service. These services have been provided to Des Plaines in the past at no additional charge, and are available at no additional charge under the bid specs as well. We appreciate your past business, and hope to continue our relationship.

Respectfully

  
William L. Katzenberger  
Vice President of Sales

200 E. Court Street • Suite 720 • Kankakee, IL 60901

Order Desk (877) 2Avalon • (877) 228-2566 • Office (815) 939-6200 • Fax (815) 939-6215



## MEDIA SERVICES

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

### MEMORANDUM

Date: October 6, 2022

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

From: Maureen Stern, Media Services Director *MS*

Subject: Resolution Approving a Contract with Key Code Media, Inc. for Media Services Council Chambers Camera Replacement

**Issue:** The City desires to enter into a contract with Key Code Media, Inc. – Illinois, to complete Phase II of the Media Services equipment replacement plan, to include replacement of Council Chambers Cameras.

**Analysis:** The City Council awarded a contract in October and November 2021 to Key Code Media for Phase 1 of the Media Services Control Room upgrades and relocation to a new space on the second floor of City Hall.

Media Services worked with Key Code Media to develop a long-term capital plan outlining a procurement/replacement schedule for purposes of planning and budgeting. Phase II of that plan calls for replacement of Council Chambers cameras and control systems and purchase of handheld microphones and related accessories.

**Recommendation:** I recommend City Council approve the contract for Council Chambers Camera Replacement with Key Code Media, Inc. in the amount of \$39,842 to be funded from Media Services/Contractual Services and Media Services/Equipment. I also recommend City Council approve the attached Professional Services Agreement between the City and Key Code Media.

**Attachments:**

Resolution R-163-22  
Exhibit A – Agreement with Key Code; Scope  
Exhibit B – Proposal  
Exhibit C – Payment Schedule  
Exhibit D – Insurance Coverages

CITY OF DES PLAINES

RESOLUTION R - 163 - 22

**A RESOLUTION APPROVING AN AGREEMENT WITH KEY CODE MEDIA, INC. FOR THE REPLACEMENT OF CAMERAS IN THE CITY COUNCIL CHAMBERS.**

**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 budgeted sufficient funds in the Media Services Contractual Services and Equipment funds to have new cameras installed in the City Council Chambers ("**Services**"); and

**WHEREAS**, Key Code Media, Inc. ("**Vendor**") performed certain upgrades to the Media Control Room to the City's satisfaction; and

**WHEREAS**, due to the City's positive relationship with the Vendor and Vendor's familiarity with the City's broadcasting and recording equipment, the City requested a proposal for the procurement of the Services from Vendor; and

**WHEREAS**, Vendor submitted a proposal to perform the Services in the not-to-exceed amount of \$39,842; and

**WHEREAS**, the City desires to enter into an agreement with Vendor to provide the Services in the not-to-exceed amount of \$39,842 ("**Agreement**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements in the City Code and enter into the Agreement with Vendor for the Services;

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

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

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

**SECTION 3: APPROVAL OF AGREEMENT.** The Agreement with Vendor for the Services in an amount not to exceed \$39,842 is hereby approved in substantially the form attached as *Exhibit A*, and in a final form approved by the General Counsel.

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

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

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

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

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

---

**MAYOR**

ATTEST:

Approved as to form:

---

**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

**CITY OF DES PLAINES  
AGREEMENT FOR THE PURCHASE AND INSTALLATION OF  
CAMERA UPGRADES IN THE CITY COUNCIL CHAMBERS**

**THIS AGREEMENT (“Agreement”)** is dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (**“Effective Date”**) and is by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation (**“City”**), and **KEYCODE MEDIA, INC.**, a Delaware corporation (**“Vendor”**) (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 home rule powers, the Parties agree as follows:

**SECTION 1. SCOPE AND PROVISION OF SERVICES.**

**A. Services.** The City hereby engages the Vendor to provide the services described on the Scope of Services attached to and made a part of this Agreement as **Exhibit A (“Scope of Services”)** and the equipment listed on the Proposal attached to and made a part of this Agreement as **Exhibit B (“Proposal”)** in order to install camera upgrades in the City Council Chambers (collectively, the **“Services”**). The Vendor must provide the Services pursuant to the terms and conditions of this Agreement.

**B. Commencement; Term.** The Vendor will commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties (**“Commencement Date”**). The Vendor will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement, but in no event later than 180 days after the date of the Commencement Date (**“Time of Performance”**).

**C. Reporting.** The Vendor will regularly report to the City regarding the progress of the Services during the term of this Agreement.

**D. Relationship of the Parties.** The Vendor 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 Vendor; or (ii) create any relationship between the City and any subcontractor of the Vendor.

**E. Information Releases.** The Vendor 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 Vendor in the performance of the Services, including meeting with the Vendor and providing the Vendor with any non-confidential information that the City may have that may be relevant and helpful to the Vendor’s performance of the Services. The Vendor agrees to cooperate with the City in the performance of the Services to complete the Work and with any other the Vendors engaged by the City.

**G. Compliance with Laws and Grants.**

1. The Vendor 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 Vendor will also comply with all conditions of any federal, state, or local grant received by City or the Vendor with respect to this Agreement or the Services.

2. The Vendor 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 Vendor'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 **\$39,842.00** ("**Compensation**") as outlined in the Proposal without the prior express written authorization of the City.

**B. Invoices and Payment.** The Vendor will submit invoices to the City in an approved format for those portions of the Services performed and completed by the Vendor in accordance with the payment schedule attached to and made a part of this Agreement as **Exhibit C** ("**Payment Schedule**"). The City will pay to the Vendor the amount billed in accordance with the Payment Schedule and the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

**C. Records.** The Vendor 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 Vendor 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 Vendor claims a right to additional compensation as a result of action taken by the City, the Vendor 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 Vendor, the Vendor 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 Vendor 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 Vendor in connection with any services provided by the Vendor 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 Agreements or agreements with the Vendor, or with any vendor solicited or recommended by the Vendor.

### **SECTION 3. PERSONNEL; SUBAGREEMENTORS.**

**A. Key Project Personnel.** The employees, officials, and personnel of the Vendor described in the Proposal (“**Key Project Personnel**”), if any, will be primarily responsible for carrying out the Services on behalf of the Vendor. The Key Project Personnel may not be changed without the City’s prior written approval. The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor will be acceptable to, and approved in advance by, the City. The City’s approval of any subcontractor or subcontract will not relieve the Vendor 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 Vendor. For purposes of this Agreement, the term “Vendor” will be deemed also to refer to all subcontractors of the Vendor, 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 Vendor will remove and replace the personnel or subcontractor. The Vendor 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. 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 Vendor. In the event that this Agreement is so terminated, the Vendor 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 Work.

#### **SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.**

**A. Confidential Information.** In the performance of this Agreement, the Vendor 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 Vendor must not use or disclose any Confidential Information without the prior written consent of the City. If the Vendor has any doubt about the confidentiality of any information, then the Vendor must seek a determination from the City regarding the confidentiality of the information. The Vendor 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 Vendor 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 Vendor 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 Vendor. If the Vendor is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Vendor 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 Vendor must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Vendor.

**B. Ownership.** The Vendor agrees that all work product, in any form, prepared, collected, or received by the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor's possession, those items will be restored or replaced at the Vendor's expense.

**C. Freedom of Information Act and Local Records Act.** The Vendor acknowledges that this Agreement, all documents submitted to the City related to this Agreement, and records in the possession of the Vendor 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 Vendor, the Vendor shall promptly cooperate with the City to enable the City to meet all of its obligations under the applicable Disclosure Law. The Vendor 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 Vendor 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 Vendor 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 Vendor 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. VENDOR 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 Vendor 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 Vendor is now a party or by which the Vendor is now or may become bound.

**C. Company Background.** The information disclosed by the Vendor regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Vendor

will promptly notify City in writing of any material change to or about the Vendor, 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 Vendor 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 Vendor or this Agreement; (2) as of the date of this Agreement, neither the Vendor nor any person employed or associated with the Vendor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Vendor nor any person employed by or associated with the Vendor 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 Vendor represents and certifies that the Vendor 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 Vendor 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 Vendor 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 Vendor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Vendor 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 Vendor 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 Vendor is not in arrears to the City under any debt or Agreement 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 Vendor has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Vendor 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 Vendor's ability to perform its obligation under this Agreement.

**I. Patriot Act Compliance.** The Vendor represents and warrants to the City that neither the Vendor 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 Vendor further represents and warrants that the Vendor 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 Vendor 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 Vendor 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 Vendor's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

**B. Insurance.** Contemporaneous with the Vendor's execution of this Agreement, the Vendor will provide certificates of insurance, all with coverages and limits acceptable to the City, and the Vendor 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 D** to this Agreement. For good cause shown by the Vendor, 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 Vendor's non-payment of premium). The Vendor must maintain and keep in force, at all times during the term of this Agreement and at the Vendor's expense, the insurance coverage provided in this Section 8.B and **Exhibit D**, 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 Agreement, to the Vendor as the result of the execution and performance of this Agreement.

## **SECTION 9. DEFAULT.**

**A. Default.** If the City determines that the Vendor 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 Vendor'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 Vendor. The City may require the Vendor, 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 Vendor 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 Vendor, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Vendor or as a result of actions taken by the City in response to any Event of Default by the Vendor.

#### **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 60018  
Attention: City Manager  
E-mail:mbartholomew@cityofdesplaines.org

With a copy to:

Elrod Friedman LLP  
325 N. LaSalle Street, Suite 450  
Chicago, Illinois 60650  
Attention: Peter Friedman  
E-mail: peter.friedman@elrodfriedman.com

Notices to the Vendor will be addressed to, and delivered at, the following address:

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

Attention: \_\_\_\_\_

Email: \_\_\_\_\_

**F. Third Party Beneficiary.** The provisions of this Agreement are and will be for the benefit of the Vendor and 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 Vendor, purportedly on behalf of the City, without the knowledge and approval of the City Trustees.

**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 Vendor with respect to the Scope of Work 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, B, and C** 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 5 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.

**[SIGNATURE PAGE FOLLOWS]**

ATTEST:

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

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

**VENDOR**

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

Its: \_\_\_\_\_

ATTEST:

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

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

**CITY**

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

Its: \_\_\_\_\_



9/27/22

Name of Client	Name of Project
City of Des Plaines	PTZ Camera Refresh
Pre-site Engineer	Date of Pre-site
Kevin Bruce	n/a
Contact Information	Sales Quote
Jeffrey Carlstone jcarlstone@desplaines.org 847-391-5327	JC218674
Account Rep	S.O.W. Version
John Connolly	1.0
Key Code Media Project Manager	Project Code
Jennifer Urbaniak	PRJ16053

**Install Address:**

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

**Overview:**

Client is replacing existing PTZ Cameras and PTZ Control Panel. Client is adding a SD Card Duplicator which is to replace existing DVD Duplicator.

**Client Responsibilities:**

Client shall provide access to Council Chambers and Control Room

**Keycode Media Responsibilities:**

Keycode Media shall mount new PTZ Cameras in Council Chambers using existing cabling and mounts.

Keycode Media shall install SD Card Duplicator into Control Room racks.

**Timeline:**

Due to manufacturer lead times, Keycode Media shall make best effort to acquire hardware as quickly as possible. However, Client must understand delivery times cannot be guaranteed. Install will be scheduled as soon as equipment has arrived in Keycode warehouse. Schedule will be based on work site availability. Keycode Media shall make best effort to keep downtime to a minimum. However, down time up to a full day should be expected.

**Bench:**

New PTZ Cameras and Controller will be tested prior to installation.

**Client Software registration details:**

Client shall be responsible for registering all new hardware.

**Room design Details:**

Keycode Media shall utilize existing wall mounts, video and ethernet cables.

Keycode Media shall integrate new Duplicator into Control Room rack. Duplicator will be added to video router.

**Networking:**

Keycode Media shall use existing IP address for new PTZ cameras and PTZ Controller.

**Training:**

Keycode Media shall provide brief orientation of new PTZ cameras and PTZ Controller.

**Documentation & Deliverables:**

Keycode Media shall provide updated block drawings of workflow and elevation of new system.

**Special Notes & Concerns:**

Client has purchased a KTC Bronze plan from Keycode Media. PTZ Cameras and PTZ Controller will be added to existing KTC Bronze plan and will be supported for the remaining duration of the plan.

## Legal Disclaimer

**Additional Services:** After initial purchase, if there are additional services required by the customer outside of the original Quote a change order will be issued to cover costs.

**Customer Furnished Equipment (CFE):** Existing equipment and CFE are not the direct responsibility of Key Code Media. If this equipment interferes with our ability to complete the project an additional quote for labor may be required for completion. Existing equipment and CFE will not prohibit the sign off on any project.

**3<sup>rd</sup> party vendors:** Key Code is not responsible for 3<sup>rd</sup> party vendors or software. Any equipment or software purchased outside of Key Code will not affect the delivery or sign off on any project.

**Security:** Please note; to reduce the possibility of *hacking*, it is the client's responsibility to evaluate its own security risk and take all measures deemed necessary by your IT department. Only by request, can KCM engineers in conjunction with manufacturer support, assist your IT department with making password changes on *storage, archive, editorial, etc.*; otherwise, product will be delivered and deployed with default passwords as set by the manufacturer. This should be no less important than would your password for your *email, cell phone, bank account, etc.*

**Delivery/Acceptance:** Keycode Media has the right to delay job schedule due to a 3<sup>rd</sup> party contractor's job completion. Keycode Media will delay the job completion, for every day that the job is delayed by a 3<sup>rd</sup> party. Keycode Media will install per the agreed date pending product availability, it will be a joint decision of installation on both parties pending manufactures back-order items. Clients have the right to refuse installation if all parts ordered through Keycode Media are not available the day of the installation.

**Travel:** If travel is involved then there is a 48-hour cancellation policy. If travel cancellation occurs before the 48-hour period there will be a penalty charge applied, if it occurs after the 48-hour mark the full travel amount will be charged.

**Environment:** Power and power distribution is not the responsibility of Keycode Media unless specifically defined within this Scope of Work.

**Business hours:** Unless otherwise noted, all labor is quoted based on normal business hours. 9am to 6pm Monday through Friday.

**Project Conclusion:** At the conclusion of this installation Key Code Media will provide a 30-day window of phone/remote support covering installation related issues. In this 30-day window, KCM will render assistance with manufacturer related defects encountered by way of either repair, and or return, dependent upon manufacturer's warranty specifications. This support would not include training, unless otherwise purchased, nor would it cover issues arising from upgrades performed after the installation has concluded. Such upgrades could otherwise cause the technology installed to either malfunction, or not function as originally designed or intended by the manufacturer.

**Client sign off:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*\*Please sign and return to Keycode, FAX# 818-303-3901*

**Key Code Media, Inc. - Illinois**

1201 Wiley Road

Suite 100

Schaumburg, IL 60173

224-231-4866

[www.keycodemedia.com](http://www.keycodemedia.com)



## Des Plaines Council Camera Upgrade

Quote # JC218674 Version 1

Prepared for:  
City of Des Plaines

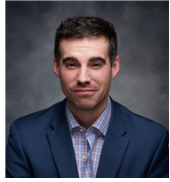
Prepared by:  
John Connolly

**Equipment**

No.	Part #	Manufacturer	Description	Qty	Price	Ext. Price
1			Cameras			
2	BRC-X1000/WPW	SONY	Sony BRC-X1000 4K PTZ Camera with 1" CMOS Sensor and PoE + (White)	4	\$7,911.00	\$31,644.00
3	RM-IP500/1	SONY	Sony RM-IP500/1 Professional Remote Controller for Select Sony PTZ Cameras	1	\$2,559.00	\$2,559.00
4			DUPLICATION OPTION * Replaced DVD Duplicator *			
5	BMD-HYPERD/VDUP25/1 2G	BLACKMAGIC	Blackmagic Design Duplicator 4K Record on up to 25 SD CardsReal-Time H.265 EncodingScalable for Larger ProjectsSDI and Optical Video I/OEthernet ControlSingle File RecordingSimultaneous Card FormattingBlackmagic Duplicator Software	1	\$1,729.00	\$1,729.00
6			Services			
7	KCM-MAT		Cables/Connectors	1	\$489.00	\$489.00
8	TSPRO-15		Install	2	\$1,395.00	\$2,790.00
9	SM57	Shure, Inc	Shure Instrument Microphone - Dynamic - Handheld - 40Hz to 15kHz - Cable	4	\$89.00	\$356.00
					<b>Subtotal:</b>	<b>\$39,567.00</b>

## Des Plaines Council Camera Upgrade

**Prepared by:**



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

**Bill To:**

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

**Ship To:**

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

**Quote Information:**

**Quote #: JC218674**  
 Version: 1  
 Delivery Date: 09/02/2022  
 Expiration Date: 10/27/2022  
 Terms: Net 30 Days, PO  
 Required

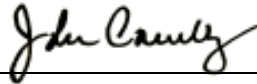
### Quote Summary

Description	Amount
Equipment	\$39,567.00
<b>Subtotal:</b>	<b>\$39,567.00</b>
<b>Shipping:</b>	<b>\$275.00</b>
<b>Total:</b>	<b>\$39,842.00</b>

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

**Key Code Media, Inc. - Illinois**

**City of Des Plaines**

Signature:   
 Name: John Connolly  
 Title: VP of Sales  
 Date: 09/02/2022

Signature: \_\_\_\_\_  
 Name: Jeffrey Carlstone  
 Date: \_\_\_\_\_

**EXHIBIT C**

**PAYMENT SCHEDULE**

- 50% Deposit at time of contract approval and creation of purchase order
- 35% Upon delivery of pre-integrated equipment at client site
- 15% After all equipment installed and integrated and final project acceptance

**EXHIBIT D**

**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 Agreemental 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 Vendor against all sums that the Vendor 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 \_\_\_\_\_ including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Vendors, 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:

Additional Insured

Policy or Policies

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: September 26, 2022

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

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

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

Subject: Site Pollution Incident Legal Liability Policy – MWRD Storm Sewer Easement

**Issue:** The City’s Site Pollution Incident Legal Liability Policy required for our 30” diameter storm sewer easement along the Metropolitan Water Reclamation District of Greater Chicago (MWRD) 701 W. Oakton St. treatment plant property has expired and renewal is needed.

**Analysis:** The MWRD requires entities that are granted utility easements with the potential of pollution and contamination to maintain a pollution incident legal liability policy for the easement. This policy covers remediation, disinfection, business interruption, and third-party claims among other expenses in the event of a pollution-related incident. A three-year policy was purchased by the City active September 17, 2019 to September 17, 2022 and the new policy will cover the City for another three years until September 17, 2025.

**Recommendation:** We recommend purchase of a Site Pollution Incident Legal Liability Policy - ISPILLSCMAWG001 effective September 17, 2022, to September 17, 2025 provided by Ironshore Specialty Insurance Company, 175 Berkeley St., Boston, Massachusetts, 02116 in the not-to-exceed amount of \$20,715.00. Source of funding would be the Risk Management fund.

**Attachments:**

Resolution R-164-22

Exhibit A – Site Pollution Incident Legal Liability Policy – ISPILLSCMAWG001

**CITY OF DES PLAINES**

**RESOLUTION R - 164 - 22**

**A RESOLUTION APPROVING PURCHASE OF SITE POLLUTION INCIDENT LEGAL LIABILITY POLICY REGARDING A STORM SEWER EASEMENT.**

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

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

**WHEREAS**, the Metropolitan Water Reclamation District of Greater Chicago ("**MWRDGC**") is a local government district providing wastewater treatment services in the City; and

**WHEREAS**, MWRDGC requires entities owning or operating utility easements within or adjacent to a MWRDGC wastewater treatment plant to purchase a Site Pollution Incident Legal Liability Policy; and

**WHEREAS**, the City owns a storm sewer easement on the west side of Marshall Drive from Oakton Street to Willie Road that is adjacent to a MWRDGC wastewater treatment plant ("**Easement**"); and

**WHEREAS**, the City desires to purchase a three-year Site Pollution Incident Legal Liability Policy for the Easement from Ironshore Specialty Insurance Company in the not to exceed amount of \$20,715 ("**Policy**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to purchase the Policy from Ironshore Specialty Insurance Company in an amount not to exceed \$20,715;

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

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

**SECTION 2: APPROVAL OF PURCHASE.** The City Council hereby approves the purchase of Policy from Ironshore Specialty Insurance Company in the total not to exceed amount of \$20,715, in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 3: EXECUTION.** The Mayor, the City Manager, and City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the documents necessary to purchase the Policy from Ironshore Specialty Insurance Company.

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

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Purchase of River Gauge from USGS and Maintenance Agreement



**Ashli Knights**  
**Senior Vice President**

Marsh USA Inc.  
540 West Madison Street  
Chicago, IL 60661-3630  
+1 312 627 6762  
www.marsh.com  
Ashli.Knights@marsh.com

**Via Email**

September 20, 2022

City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016-0000

Policy No.: ISPILLSCMAWG001 - Site Pollution Incident Legal Liability Policy  
Insurer: Ironshore Specialty Insurance Company  
Policy Period: 9/17/2022 – 9/17/2025

Enclosed please find a copy of the above-referenced policy that was provided to us by the insurer. The enclosed policy, including endorsements, determines the availability and extent of coverage for any loss that might occur. The policy contains exclusions, limitations and other provisions that are not summarized here and the policy should be consulted for full coverage terms conditions, exclusions and requirements.

We have reviewed the policy with reference to the binder and find that the policy is consistent with the key terms of the binder.

It is important that you review the policy, particularly the limits of liability and the policy's terms, conditions and exclusions, and advise us within 30 days of anything which you believe is not in accordance with the negotiated coverage and terms. In addition, careful attention should be paid to the requirements of the policy with respect to the timely reporting to the insurer of claims and potential claims and losses or pollution conditions. To avoid a potential denial of coverage, it may be prudent to contact the insurer to seek consent before incurring costs or retaining professionals.

We appreciate the opportunity to continue to be of service to you.

Sincerely,

Ashli Knights  
Senior Vice President  
Marsh Environmental Practice



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
 Boston, MA 02116  
 Toll Free: (877) IRON411

**Notice to Policyholder: This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund.**

**SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT  
 (SPILLS)  
 DECLARATIONS**

SOME COVERAGES AFFORDED BY THIS POLICY ARE LIMITED TO CLAIMS THAT ARE FIRST MADE AND REPORTED TO THE INSURER WITHIN THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD. PLEASE READ IT CAREFULLY.

**Policy Number:** ISPILLSCMAWG001                      **Renewal of Policy Number:** 004198300

**Item 1. Named Insured & Mailing Address:** City of Des Plaines  
 1420 Miner Street  
 Des Plaines, IL 60016-0000

**Item 2. Broker & Mailing Address:** Marsh USA Inc.  
 540 West Madison Street  
 Suite No 1200  
 Chicago, IL 60661

**Item 3. Policy Period:**                      **Effective:** September 17, 2022                      **Expiration:** September 17, 2025  
 12:01 a.m. standard time at the address of the **Named Insured** as shown above.

**Item 4. Policy Aggregate Limit:** \$4,000,000

This Policy includes only those Coverages, as stated in Section I of the Policy for which deductibles and limits of liability appear below. If no deductible or limits of liability appear for a particular Coverage below, that Coverage has not been purchased and does not apply. The descriptions in parenthesis are for convenience purposes only. Please read the Policy for the actual terms and conditions of a particular Coverage.

Item 5.	COVERAGES, COVERAGE GRANT LIMITS, AND DEDUCTIBLES:		
Coverage	Deductible- Each Incident	Each Incident Limit	Coverage Aggregate Limit
A.1.a. (Remediation Expenses -Onsite Pre-Existing Conditions)	Not Offered	Not Offered	Not Offered
A.1.b. (Remediation Expenses – Onsite New Conditions)	\$150,000	\$4,000,000	\$4,000,000

A.2.a. (Remediation Expenses -Offsite Pre-Existing Conditions)	Not Offered	Not Offered	Not Offered
A.2.b. (Remediation Expenses -Offsite New Conditions)	\$150,000	\$4,000,000	\$4,000,000
B. (Emergency Response Expenses)	\$150,000	\$4,000,000	\$4,000,000
C.1.a. (Third Party Claims - Onsite Pre-Existing Conditions)	Not Offered	Not Offered	Not Offered
C.1.b. (Third Party Claims - Onsite New Conditions)	\$150,000	\$4,000,000	\$4,000,000
C.2.a. (Third Party Claims - Offsite Pre-Existing Conditions)	Not Offered	Not Offered	Not Offered
C.2.b. (Third Party Claims - Offsite New Conditions)	\$150,000	\$4,000,000	\$4,000,000
D.1. (Transportation – Pre-Existing Conditions)	Not Offered	Not Offered	Not Offered
D.2. (Transportation – New Conditions)	\$150,000	\$4,000,000	\$4,000,000
E. (Waste Disposal Activities)	\$150,000	\$4,000,000	\$4,000,000
G. (Disinfection Event Expenses)	\$150,000	\$250,000	\$250,000
H. (Image Restoration Expense)	\$150,000	\$250,000	\$250,000

Coverage	Deductible (Days)	Business Interruption (Days) Limit	Business Interruption (\$) Limit
F.1. (Business Interruption – Pre-Existing Conditions)	Not Offered	Not Offered	Not Offered
F.2. (Business Interruption – New Conditions)	3	365	\$4,000,000

Item 6. Policy Premium: \$20,000.00  
Premium for Acts of Terrorism (TRIA): Not Purchased  
Total Premium (Including TRIA): \$20,000.00

*Compliance with all surplus lines placement requirements, including stamping the Policy and collection and payment of surplus lines taxes, is the responsibility of the broker.*

Item 7. Minimum Earned Premium: 25%  
Item 8. Intended Use: Land associated with storm water pipeline  
Item 9. Covered Property(ies): See Schedule of **Covered Properties**  
Item 10. Waste Disposal Activities Retroactive Date: 09/17/2019  
Item 11. Separation Date Between Pre and New Conditions Coverage: 09/17/2019

**Item 12. Policy Coverage Form:  
Endorsements:**

IE.COV.SPILLS.SEL.001 (1121) Select Coverage Form  
See SCHEDULE OF ENDORSEMENTS

Ironshore Specialty Insurance Company by:



Secretary



President

September 16, 2022  
Date



**Named Insured:** City of Des Plaines  
**Policy Number:** ISPILLSCMAWG001  
**Effective 12:01 AM:** September 17, 2022

## **SCHEDULE OF ENDORSEMENTS**

### **Endorsement number - Form Number – Edition Date – Form Name**

1. Service of Suit Clause - Illinois - SC-3 (11\_18)
2. IE.PN.ALL.002 (1019) Claim and Notice Reporting
3. TRIA-ENV-E002-0315 Exclusion of Certified Acts of Terrorism
4. TRIA-ENV-E003-0315 Exclusion of Terrorism
5. IRON.END.ALL.016 (0419) Insurer Address Change
6. ADM-OFAC-0419 - Sanction Limitation and Exclusion Clause
7. IE.END.SPILLS.ALL.047 (0520) COVID-19 Exclusion
8. IE.END.SPILLS.ALL.001 (0122) Additional Insured
9. IE.END.SPILLS.ALL.009 (0521) Defense Costs – 25% Outside the Limits Endorsement
10. IE.END.SPILLS.SEL.030 (0521) Schedule of Covered Properties
11. MANUSCRIPT: Multi-Year Minimum Earned Premium Endorsement
12. MANUSCRIPT: Choice of Forum/Law Deletion Endorsement



## **IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### **Endorsement # 1**

**Policy Number:** ISPILLSCMAWG001  
**Insured Name:** City of Des Plaines

**Effective Date of Endorsement:** September 17, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **SERVICE OF SUIT CLAUSE – ILLINOIS**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS IN THIS POLICY

Ironshore Specialty Insurance Co. hereby appoints the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as the agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance.

A copy of any process, "suit", complaint or summons may be made upon the Office of the General Counsel, North America Specialty, Liberty Mutual Insurance, C/O Ironshore Specialty Insurance Co., 175 Berkeley Street, Boston, MA 02116.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 2

**Policy Number:** ISPILLSCMAWG001  
**Insured Name:** City of Des Plaines

**Effective Date of Endorsement:** September 17, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CLAIM AND NOTICE REPORTING

Subject to the claims and notice reporting provisions within the policy, claim and notice reports may be given in writing via:

**POSTAL SERVICE to:**

Ironshore Environmental Claims CSO  
28 Liberty Street, 5th Floor  
New York, NY 10005

**E-MAIL to:**

[USClaims@ironshore.com](mailto:USClaims@ironshore.com)

**FAX to:**

646-826-6601

By phone via:

**24 Hour Claims Phone Number:**  
(888) 292-0249

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 3

**Policy Number:** ISPILLSCMAWG001  
**Insured Name:** City of Des Plaines

**Effective Date of Endorsement:** September 17, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION OF CERTIFIED ACTS OF TERRORISM

It is hereby agreed that the policy is amended as follows:

**A.** The following exclusion is added:

This insurance does not apply to:

**TERRORISM**

“Any injury or damage” arising, directly or indirectly, out of a “certified act of terrorism”.

**B.** The following definitions are added:

1. For the purposes of this endorsement, “any injury or damage” means any injury, damage or loss covered under any Coverage Part, Policy or underlying insurance to which this endorsement is applicable, and includes but is not limited to “bodily injury”, “business interruption”, “clean-up costs”, “corrective action”, “defense expense” or “property damage” as may be defined in any applicable Coverage Part, or Policy or underlying insurance.
2. “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:
  - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 4**

**Policy Number:** ISPILLSCMAWG001  
**Insured Name:** City of Des Plaines

**Effective Date of Endorsement:** September 17, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF TERRORISM**

It is hereby agreed that the policy is amended as follows:

- A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:
  - 1. "Terrorism" means activities against persons, organizations or property of any nature:
    - a. That involve the following or preparation for the following:
      - (1) Use or threat of force or violence; or
      - (2) Commission or threat of a dangerous act; or
      - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
    - b. When one or both of the following applies:
      - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
      - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
  - 2. "Any injury or damage" means any injury, damage or loss covered under any Coverage Part, Policy or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "business interruption", "clean-up costs", "corrective action", "defense expense" or "property damage" as may be defined in any applicable Coverage Part, Policy or underlying insurance..

B. The following exclusion is added:

**EXCLUSION OF TERRORISM**

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The “terrorism” is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the “terrorism” was to release such material; or
3. The “terrorism” is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the “terrorism” was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the “terrorism” and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of “terrorism” which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** or **B.6.** are exceeded.

With respect to this Exclusion, Paragraphs **B.5.** and **B.6.** describe the threshold used to measure the magnitude of an incident of “terrorism” and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of “terrorism”, there is no coverage under this Coverage Part or Policy.

In the event of any incident of “terrorism” that is not subject to this Exclusion, coverage does not apply to “any injury or damage” that is otherwise excluded under this Coverage Part or Policy.

- C.** The following is hereby added to the Policy and shall apply to all coverages:

This exclusion shall not apply to coverage for “certified acts of terrorism” if you have elected to purchase such coverage. However, with respect to any one or more “certified acts of terrorism”, we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 5

**Policy Number:** ISPILLSCMAWG001  
**Insured Name:** City of Des Plaines

**Effective Date of Endorsement:** September 17, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### INSURER ADDRESS CHANGE

It is hereby understood and agreed that the street address of the Insurer's main administrative office and mailing address is changed to:

175 Berkeley Street  
Boston, MA 02116

The street address for the Representative of the Insurer and Notice of Claim reporting is changed to:

c/o Ironshore Insurance Services LLC.  
28 Liberty Street, 5<sup>th</sup> Floor  
New York, NY 10005

The street address for the Service of Process/Suit provision in this policy is changed to:

175 Berkeley Street  
Boston, MA 02116

For the purposes of this endorsement:

1. "Insurer" means the "Insurer", "Underwriter" or "Company" or other name specifically ascribed in this policy as the insurance company or underwriter for this policy.
2. "Notice of Claim reporting" means any "notice of claim/circumstance", "notice of loss", "notice of wrongful act", or other such reference in the policy designated for the reporting of claims, loss, acts, occurrences or situations that may give rise or result in loss under this policy.
3. "Policy" means the policy, bond or other insurance product to which this endorsement is added.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 6**

**Policy Number:** ISPILLSCMAWG001  
**Insured Name:** City of Des Plaines

**Effective Date of Endorsement:** September 17, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.





**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 7**

**Policy Number:** ISPILLSCMAWG001  
**Insured Name:** City of Des Plaines

**Effective Date of Endorsement:** September 17, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVID-19 EXCLUSION**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following is added to Section III. **EXCLUSIONS – ALL COVERAGES:**

**COVID-19**

The disease known as Coronavirus disease 19 or COVID-19, or any other condition, disease or sickness caused by the virus responsible for COVID-19 or by any mutation of that virus.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 8**

**Policy Number:** ISPILLSCMAWG001  
**Insured Name:** City of Des Plaines

**Effective Date of Endorsement:** September 17, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. To the extent required by a written contract that was entered into prior to the discovery of the **Pollution Incident** giving rise to **Loss, Business Interruption Expenses** or **Extra Expenses**, the entity(s) scheduled below is (are) included as additional insured(s). Coverage for such additional insured(s) applies under this Endorsement:
  1. Solely to the additional insured’s liability directly resulting from the **Named Insured’s** ownership, operation, maintenance or use of the **Covered Property(ies)**; and
  2. Only if the additional insured is named in a suit as a co-defendant with the **Named Insured**, alleging the additional insured is liable on the basis described in paragraph **1.** Above.

Further, the most we will pay on behalf of any such additional insured is the amount: i) required by such written contract; or ii) available under the applicable Limits of Liability shown in the Declarations, whichever is less. This shall not increase the applicable Limits of Liability shown in the Declarations.

2. The following is added to the definition of **Insured** set forth in Section **IX. DEFINITIONS**:

**Insured** shall also include additional insured(s).

3. The following is added to the exclusion entitled **INSURED VS INSURED** set forth in Section **III. EXCLUSIONS – ALL COVERAGES**:

However, this exclusion shall not apply to any additional insured.

Schedule of Additional Insured(s)

The Metropolitan Water Reclamation District of Greater Chicago, its Commissioners, officers, agents and employees.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 9

**Policy Number:** ISPILLSCMAWG001

**Effective Date of Endorsement:** September 17, 2022

**Insured Name:** City of Des Plaines

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DEFENSE COSTS – 25% OUTSIDE THE LIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

Section **VI. LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraph **A. POLICY AGGREGATE LIMIT OF LIABILITY** is deleted in its entirety and replaced with the following:

### **A. POLICY AGGREGATE LIMIT OF LIABILITY**

The most the Company will pay for all **Loss, Business Interruption Expense** and **Extra Expense** covered under this Policy shall not exceed the Policy Aggregate Limit of Liability set forth in the Declarations.

**Legal Costs** paid by the Company in an amount up to 25% of the Policy Aggregate Limit of Liability set forth the Declarations shall not erode such Policy Aggregate Limit of Liability.

Such **Legal Costs** shall be subject to the applicable Deductible under this Policy and erode the Coverage Grant Aggregate Limit of Liability and the Each Incident Limit of Liability set forth in Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

### Endorsement # 10

**Policy Number:** ISPILLSCMAWG001  
**Insured Name:** City of Des Plaines

**Effective Date of Endorsement:** September 17, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SCHEDULE OF COVERED PROPERTIES

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following location(s) is(are) added to the schedule of **Covered Property(ies)** set forth in the Declarations:

As defined in the documents titled "Easement Agreement" and "Easement Amendment Agreement" on file with the Company and further defined below.
--

5/20/10/STM/BEB

**EASEMENT AGREEMENT**  
*(Annual Increase-Environmental)*

THIS AGREEMENT, made and entered into this 20th day of May, 2010, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois, hereinafter called the "District" and the CITY OF DES PLAINES, hereinafter called the "Grantee."

WHEREAS, the Grantee desires a 1250'x25' non-exclusive 25-year non-exclusive easement located along the westerly section of Marshall Drive, as extended between Wille Road and Oakton Street in Des Plaines Illinois, and a 1250'x10', 180 day temporary easement to construct, reconstruct, operate, maintain, repair and remove a storm water sewer on the real estate legally described and depicted in Exhibit A which is attached hereto and made a part hereof; and

WHEREAS, the District is willing to grant to the Grantee the easement aforesaid upon the conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the representations, covenants, conditions, undertakings, and agreements herein made, the parties hereto agree as follows:

**ARTICLE ONE**

1.01 The District hereby grants unto the Grantee a 1250'x25' non-exclusive easement, right, privilege and authority for District property located along the westerly section of Marshall Drive, as extended between Wille Road and Oakton Street in Des Plaines, Illinois, for 25-years commencing on June 1, 2010, and terminating on May 31, 2035, and a 1250'x10', 180 day temporary easement for the sole and exclusive purpose to construct, reconstruct, operate, maintain, repair and remove a storm water sewer hereinafter for convenience sometimes called "Improvements and Facilities", on the real estate legally described and depicted in Exhibit A which is attached hereto and made a part hereof, hereinafter called the "Easement Premises".

1.02 The District reserves the right of access to and use of the surface of the easement premises.

1.03 The Grantee covenants and agrees in consideration of the grant of said easement to pay to the District an ~~annual~~ easement fee in the amount of TEN AND 00/100 DOLLARS (\$10.00) which is payable contemporaneously with

**EASEMENT AMENDMENT AGREEMENT**  
***(Annual Increase-Environmental)***

**THIS EASEMENT AMENDMENT AGREEMENT, entered into this 18th day of November, 2010, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois, hereinafter called the "District" and the CITY OF DES PLAINES, hereinafter called the "Grantee."**

**WHEREAS, on May 20, 2010, the District granted to Grantee a 1250'x25' non-exclusive 25-year easement located along the westerly section of Marshall Drive, as extended between Wille Road and Oakton Street in Des Plaines Illinois, to construct, reconstruct, operate, maintain, repair and remove a storm water sewer on the real estate legally described and depicted in Exhibit A which is attached hereto and made a part hereof ("Easement Agreement"); and**

**WHEREAS, said Easement Agreement contains therein a 1250'x10', 180-day temporary construction easement, to construct, reconstruct, operate, maintain, repair and remove a storm water sewer on the real estate legally described and depicted in Exhibit A which is attached hereto and made a part hereof; and**

**WHEREAS, the Grantee has requested an Amendment to said Easement requesting an additional 185'x8' area be added to the existing 1250'x25' non-exclusive 25-year easement and an additional 175'x10' temporary construction easement area be added to an existing 1250'x10' temporary construction easement to construct, operate, maintain and remove a storm water sewer from Wille Road along Marshall Drive, as extended, and north to Oakton Street on District land located at 751 Oakton Street in Des Plaines, on the real estate legally described and depicted in Exhibit B which is attached hereto and made a part hereof;**

01/18/11

**PLAT OF EASEMENT**

**STORM SEWER AND DRAINAGE CONDUIT DESCRIPTION**  
 THE SEWER AND DRAINAGE CONDUIT DESCRIBED IN THIS INSTRUMENT IS TO BE PLACED IN PLACE OF THE EXISTING CONDUIT...  
**TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION**  
 THE WORK OF ANY OF THE NATURE OF THE WORK DESCRIBED IN THIS INSTRUMENT IS TO BE PERFORMED WITHIN THE BOUNDARIES OF THE TRACT DESCRIBED IN THIS INSTRUMENT...  
 DATE THIS DAY OF \_\_\_\_\_, A.D. 2019.  
**OFFEROR**  
 \_\_\_\_\_  
**OFFEREE**  
 \_\_\_\_\_  
**WITNESSES**  
 \_\_\_\_\_  
**STATE OF ILLINOIS**  
 COUNTY OF COOK  
 APPROVED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS, THIS DAY OF \_\_\_\_\_, 2019.  
**DIRECTOR OF COMMUNITY DEVELOPMENT, DES PLAINES, ILLINOIS**  
 \_\_\_\_\_

**STATE OF ILLINOIS**  
 COUNTY OF COOK  
 APPROVED BY THE SHERIFF AND CITY CLERK OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS, AT A MEETING HELD THIS DAY OF \_\_\_\_\_, A.D. 2019.  
**SHERIFF**  
 \_\_\_\_\_  
**CITY CLERK**  
 \_\_\_\_\_

**STATE OF ILLINOIS**  
 COUNTY OF COOK  
 APPROVED BY THE CITY ENGINEER OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS, THIS DAY OF \_\_\_\_\_, 2019.  
**CITY ENGINEER, CITY OF DES PLAINES, ILLINOIS**  
 \_\_\_\_\_

**STATE OF ILLINOIS**  
 COUNTY OF COOK  
 APPROVED BY THE ENGINEER OF THE STATE OF ILLINOIS, THIS DAY OF \_\_\_\_\_, 2019.  
**ENGINEER OF THE STATE OF ILLINOIS**  
 \_\_\_\_\_

**RECORDING**  
 \_\_\_\_\_

**COMMUNITY DEVELOPMENT DEPARTMENT**  
 825 W. VILLAGE ROAD, SUITE 200, DES PLAINES, ILLINOIS 60018  
 PHONE: (708) 312-6300 FAX: (708) 312-6301

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 11**

**Policy Number:** ISPILLSCMAWG001  
**Insured Name:** City of Des Plaines

**Effective Date of Endorsement:** September 17, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MULTI-YEAR MINIMUM EARNED PREMIUM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

- 1. The item entitled **Minimum Earned Premium** set forth in the Declarations is deleted in its entirety and replaced with the following:

**Inception Date:** Minimum earned Premium: 25%  
**End of Year 1:** Minimum earned Premium: 100%

- 2. The condition entitled **CANCELLATION** set forth in Section VII. **CONDITIONS** is deleted in its entirety and replaced with the following:

**CANCELLATION**

This Policy may be cancelled by the **Named Insured** by surrendering it to the Company or by mailing to the Company written notice stating when thereafter cancellation shall be effective.

The Policy may be cancelled by the Company by mailing to the **Named Insured** at its address set forth in the Declarations, a notice stating when, not less than ninety (90) days (or ten (10) days for nonpayment of premium) thereafter such cancellation shall be effective. The Company may cancel this Policy for only the following reasons:

- 1. Fraud or misrepresentation;
- 2. Any **Insured's** failure to comply with the terms, conditions or contractual obligations under this Policy including failure to pay the deductible when due; or
- 3. Nonpayment of premium when due.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Actual delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing.



If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium amount scheduled above for the year in which cancellation was effected, provided that the minimum earned premium amount shall be 100% in the event a claim has been made under this Policy. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition precedent to the effectiveness of cancellation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



**IRONSHORE SPECIALTY INSURANCE COMPANY**

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Endorsement # 12**

**Policy Number:** ISPILLSCMAWG001  
**Insured Name:** City of Des Plaines

**Effective Date of Endorsement:** September 17, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CHOICE OF FORUM/LAW DELETION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The conditions entitled **CHOICE OF FORUM** and **CHOICE OF LAW** set forth in Section **VII. CONDITIONS** are deleted in their entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



## IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street  
Boston, MA 02116  
Toll Free: (877) IRON411

**Insured Name:** City of Des Plaines  
**Policy Number:** ISPILLSCMAWG001

# SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) COVERAGE FORM

**IMPORTANT INFORMATION FOR THE INSURED: CAREFULLY REVIEW THIS POLICY IN FULL. IT CONTAINS PROVISIONS WHICH RESTRICT, EXCLUDE OR OTHERWISE REDUCE OR CURTAIL COVERAGE, AND IT MAY BE DIFFERENT FROM OTHER INSURANCE POLICIES THAT YOU HAVE SEEN OR PURCHASED IN THE PAST. LEGAL FEES AND EXPENSES ARE INCLUDED WITHIN AND ERODE THE LIMITS OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE.**

**SOME COVERAGES AFFORDED BY THIS POLICY ARE LIMITED TO CLAIMS THAT ARE FIRST MADE AND REPORTED TO THE INSURER WITHIN THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD.**

**THE HEADINGS DO NOT CONSTITUTE TERMS OR CONDITIONS OF THIS POLICY AND ARE INCLUDED SOLELY FOR CONVENIENCE. THE HEADINGS SHALL NOT IN ANY MANNER MODIFY OR OTHERWISE AFFECT ANY OF THE PROVISIONS OF THIS POLICY. DEFINED TERMS APPEAR IN BOLD FONT.**

Throughout this Policy the word "Company" shall mean the insurance company issuing this Policy.

Subject to and contingent upon the **Named Insured's** payment in full of the premium when due and any applicable deductible and in reliance upon the truth, accuracy and completeness of the statements in the insurance application and any materials submitted in connection therewith or prior thereto, and subject to all terms, conditions, limitations, and exclusions of this Policy, the Company agrees with the **Named Insured** to the following:

### **I. COVERAGE GRANTS**

**ONLY THOSE SPECIFIC COVERAGES INDICATED ON THE DECLARATIONS AS PURCHASED BY THE NAMED INSURED ARE APPLICABLE.**

#### **A. REMEDIATION EXPENSES**

To pay on behalf of the **Insured**:

##### **Coverage A.1 - Onsite Pollution**

**1. Remediation Expenses** incurred exclusively for remediation of **Pollutants** that are on, at or under a **Covered Property**, provided such **Remediation Expenses** are incurred to address **Onsite Pollution** and directly result from:

- a. Pre-Existing Conditions**, or
- b. New Conditions.**

There shall be no coverage under this Section **I.A.1.** for any **Remediation Expenses** incurred to address **Offsite Pollution**.

#### Coverage A.2 - Offsite Pollution

2. **Remediation Expenses** incurred exclusively for remediation of **Pollutants** that are beyond the **Boundaries** of the **Covered Property**, provided such **Remediation Expenses** are incurred to address **Offsite Pollution** and directly result from:

- a. **Pre-Existing Conditions**, or
- b. **New Conditions**.

There shall be no coverage under this Section **I.A.2.** for any **Remediation Expenses** incurred to address **Onsite Pollution**, regardless of whether or not such **Remediation Expenses** are incurred to contain such **Onsite Pollution** or to mitigate or reduce any resulting **Offsite Pollution**.

3. Coverage under Section **I.A.1** and **A.2** shall apply only if:

- a. **(i)** The **Pollution Incident** is first discovered by the **Insured** during the **Policy Period**. Discovery of a **Pollution Incident** happens when a **Responsible Insured** first becomes aware of the **Pollution Incident**; **(ii)** the **Insured** reports the **Pollution Incident** to the Company, in writing, during the **Policy Period**; and **(iii)** the **Pollution Incident** is promptly reported by the **Insured** to the appropriate governmental authority if and as required by **Environmental Laws**; or
- b. The **Insured** becomes legally obligated to pay such **Remediation Expenses** as a result of a **Claim**, and the **Claim** is first made against the **Insured** and reported to the Company, in writing, during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

#### **B. EMERGENCY RESPONSE EXPENSES**

To pay on behalf of the **Insured**, **Emergency Response Expenses** incurred by or on behalf of the **Insured** in response to an imminent and substantial threat to human health or the environment resulting from a **Pollution Incident** on, at, under or migrating from a **Covered Property** or arising from **Transportation** that commences, in its entirety, during the **Policy Period**. The **Emergency Response Expenses** must: **(i)** be incurred within seven (7) days of the commencement of such **Pollution Incident**; and **(ii)** be reported to the Company within fourteen (14) days of such commencement. For this Coverage to apply, the **Pollution Incident** giving rise to the **Emergency Response Expenses** must be unexpected and unintended from the standpoint of the **Insured**.

#### **C. THIRD-PARTY CLAIMS**

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury** or **Property Damage** directly resulting from:

##### Coverage C.1—Onsite Pollution

1. **Onsite Pollution** as a consequence of:

- a. **Pre-Existing Conditions**, or
- b. **New Conditions**,

if such **Bodily Injury** or **Property Damage** takes place while the person injured or the property damaged is within the **Boundaries** of the **Covered Property**.

##### Coverage C.2 - Offsite Pollution

2. **Offsite Pollution** as a consequence of:

- a. **Pre-Existing Conditions**, or
- b. **New Conditions**,

if such **Bodily Injury** or **Property Damage** takes place while the person injured or the property damaged is beyond the **Boundaries** of the **Covered Property**.

3. Coverage under **I.C.1** and **C.2** shall apply only if such **Claims** are first made against the **Insured** and reported to the Company, in writing, during the **Policy Period**, or during the **Extended Reporting Period** if applicable. Further, there shall be no coverage for **Remediation Expenses** or **Emergency Response Expenses** under **I.C.1** and **C.2**.

#### D. TRANSPORTATION

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury, Property Damage** or **Remediation Expenses** directly resulting from:

1. **Pre-Existing Conditions**, or
2. **New Conditions**,

which **Pre-Existing Conditions** or **New Conditions** arise from **Transportation**, provided such **Claims** are first made against the **Insured** and reported to the Company, in writing, during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

#### E. WASTE DISPOSAL ACTIVITIES

To pay on behalf of the **Insured**, **Loss** that the **Insured** becomes legally obligated to pay as a result of **Claims** for **Bodily Injury, Property Damage** or **Remediation Expenses** directly resulting from a **Pollution Incident** resulting from **Waste Disposal Activities**. The **Waste Disposal Activities** must take place on or after the Waste Disposal Retroactive Date set forth in the Declarations, or the date that the **Insured** first began operations if no Waste Disposal Retroactive Date is indicated in the Declarations. This Coverage shall apply only if such **Claims** are first made against the **Insured** and reported to the Company, in writing, during the **Policy Period**, or during the **Extended Reporting Period** if applicable.

#### F. BUSINESS INTERRUPTION

To pay the **Insured's Business Interruption Expenses** and **Extra Expenses** during the **Period of Interruption** that directly results from **Onsite Pollution** arising from:

1. **Pre-Existing Conditions**, or
2. **New Conditions**.

This Coverage shall apply only if: the **Pollution Incident** giving rise to the **Business Interruption Expenses** or **Extra Expenses** is first discovered by the **Insured** and reported to the Company, in writing, during the **Policy Period**; and such **Pollution Incident** results in **Remediation Expenses** covered under this Policy. Discovery of a **Pollution Incident** happens when a **Responsible Insured** first becomes aware of the **Pollution Incident**. Further, if the interruption results from a **Pollution Incident** and any other cause(s), the Company shall only pay that portion of **Business Interruption Expenses** and **Extra Expenses** solely attributable to the **Pollution Incident**. In the event of a **Period of Interruption**, it is a condition precedent to coverage that the **Named Insured** notifies the Company of the interruption within thirty (30) days of its commencement and that the **Named Insured** resume normal operation of the business as soon as possible and use all reasonable efforts to mitigate any **Business Interruption Expenses** and **Extra Expenses**.

#### G. DISINFECTION EVENT EXPENSES

To pay on behalf of the **Insured**, **Disinfection Expenses** that directly result from a **Disinfection Event** at a **Covered Property**, provided that (i) the **Disinfection Event** commences, in its entirety, during the **Policy Period**; (ii) such **Disinfection Expenses** are incurred within thirty (30) days of the first discovery of such **Disinfection Event** by a **Responsible Insured**; and (iii) the **Insured** reports the **Disinfection Event** to the Company, in writing, during the **Policy Period** and within fourteen (14) days of a **Responsible Insured's** first discovery of such **Disinfection Event**.

#### H. IMAGE RESTORATION EXPENSES

To pay on behalf of the **Insured**, **Image Restoration Expenses** that directly result from an **Image Restoration Event**, provided that (i) the **Pollution Incident** giving rise to the **Image Restoration Event** is on, at, under or migrating from a **Covered Property** or results from **Transportation** or **Waste Disposal Activities**; (ii) the **Pollution Incident** giving rise to the **Image Restoration Expenses** commenced, in its entirety, during the **Policy Period**; (iii) such **Image Restoration Expenses** are incurred by the **Insured** within fourteen (14) days of the first newspaper or magazine publication or television news broadcast associated with the **Pollution Incident** giving rise to the **Image Restoration Event**; and (iv) the **Pollution Incident** giving rise to the **Image Restoration Expenses** is reported to the Company, in writing, during the **Policy Period** and within fourteen (14) days of a **Responsible Insured's** first discovery of such **Image Restoration Event**.

## II. DEFENSE

The Company has the right and duty to defend, including the right to select and appoint counsel to represent, the **Insured** against any **Claim**, even if groundless, false or fraudulent, to which this Policy applies. However, the Company has no duty to defend the **Insured** against any **Claim** to which this Policy does not apply. The Company has no duty to defend any criminal proceeding. The Company shall not be obligated to commence or continue to investigate, defend, pay or settle any **Claim** after the applicable Limit of Liability described in Section VI. has been exhausted. Upon the **Insured's** satisfaction of any applicable deductible amounts, **Legal Costs** shall reduce the applicable Limits of Liability shown in the Declarations. With respect to any such **Claim** being defended by the Company, the Company shall pay all reasonable expenses incurred by the **Insured** at the Company's request to assist it in the investigation or defense of the **Claim**, including actual loss of earnings up to \$750 a day because of time off from work subject to an aggregate limit of \$7,500 for all such expenses.

The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** without the prior written consent of the Company. The **Insured** must notify the Company of all settlement offers and the Company will in turn present all settlement offers to the **Insured**. If the Company recommends a monetary settlement which is acceptable to a claimant and is within the Limits of Liability and the **Insured** refuses to consent to such settlement, then the Company's duty to defend shall end, the **Insured** shall thereafter negotiate and defend such **Claim** independently of the Company, and the Company's liability shall not exceed the amount, less the Deductible, for which the **Claim** could have been settled if such recommendation was consented to.

If the **Insured** and the Company jointly agree to use mediation as a means to resolve a **Claim** made against the **Insured**, and if such **Claim** is resolved as a direct result of the mediation, the **Insured's** deductible obligation will be reduced by fifty (50) percent, up to a maximum of \$50,000. The Company will reimburse the **Insured** for any such reimbursable deductible payment made prior to the mediation as soon as practicable upon reaching a final settlement.

To the extent the **Insured** is entitled pursuant to applicable laws to select independent counsel at the Company's expense, the attorneys' fees and other costs or expenses the Company will pay are limited to the rates the Company would pay to counsel the Company would have retained or could otherwise have retained in the community where the **Claim** is being defended. Such independent counsel must also meet any reasonable requirements, experience, or qualifications standards that the Company may deem appropriate. All such counsel shall keep the Company fully informed and shall promptly respond to requests for information from the Company.

## III. EXCLUSIONS - ALL COVERAGES

This Policy does not insure and none of the coverages provided by this Policy apply to **Loss, Business Interruption Expenses** or **Extra Expenses** arising out of or in any way relating to any of the following:

### A. ASBESTOS AND LEAD

Any asbestos, asbestos containing materials, lead or lead containing materials, including but not limited to lead-based paint, in, on, at, within or applied to any building, utility, structure or building material. This exclusion does not apply to: 1) **Claims** for **Bodily Injury** or **Property Damage**; or 2) **Remediation Expenses** for the remediation of any soil, groundwater body, surface water body or sediment.

Further, this exclusion shall not apply to **Remediation Expenses** solely incurred for the remediation of asbestos, asbestos containing materials or lead-based paint which has been inadvertently displaced (not including any displacement associated with demolition, renovation or abatement) by an accident which occurs, in its entirety, during the **Policy Period** and is demonstrable by the **Insured** as commencing during the **Policy Period**, provided that such accident is reported to the Company within thirty (30) days of its commencement. However, there shall be no coverage for any costs incurred to: remove, abate, repair, dispose of or otherwise address any asbestos, asbestos containing materials or lead-based paint that has not been displaced by such accident, or to remove or dispose of any building, construction or demolition debris.

### B. CONTRACTUAL LIABILITY

Any liability assumed by an **Insured** through or by contract or agreement. This exclusion does not apply to liability that the **Insured** would have had in the absence of the contract or agreement or to liability assumed in an **Insured Contract**.

### C. CRIMINAL PUNISHMENTS

Any criminal fines, criminal penalties or criminal assessments.

#### D. DIVESTED PROPERTY

Any **Pollution Incident** or **Disinfection Event** on, at, under or migrating from any location which commenced subsequent to the date on which the **Insured** sold, gave away, terminated lease, abandoned or relinquished operational or management control of the location at which that **Pollution Incident** or **Disinfection Event** occurred. This exclusion shall not apply to any location owned by an **Insured** which is leased to a third party, even if the **Insured** has relinquished operation or management control of such location.

#### E. EMPLOYER LIABILITY

Any **Bodily Injury** to:

1. Any **Insured**, or any employee of any **Insured** or its parent, subsidiary or affiliate while engaged in employment by any **Insured** or its parent, subsidiary or affiliate; or
2. Any person whose right to assert a **Claim** against any **Insured** arises by reason of any employment, blood, marital, or any other relationship with any **Insured** or its parent, subsidiary or affiliate.

This exclusion applies whether the **Insured** may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of such **Bodily Injury**.

#### F. INSURED'S INTERNAL EXPENSES

Any costs, charges or expenses incurred by the **Insured** for goods supplied or services performed by the staff or salaried employees of the **Insured**, or its parent, subsidiary or affiliate, even if such costs, charges or expenses are required by **Environmental Laws**. This exclusion shall not apply to normal continuing operating expenses which are payroll expenses to the extent covered under Coverage F. (provided such Coverage is purchased hereunder by the **Named Insured**).

#### G. INSURED'S NON-COMPLIANCE

Any **Pollution Incident**, **Claim**, **Disinfection Event**, **Image Restoration Event**, **Period of Interruption** or **Loss** that results from or is associated with any **Responsible Insured's** intentional disregard of, or deliberate, knowing, willful or dishonest non-compliance with any **Environmental Law**, including but not limited to the failure to comply with any regulation applicable to air emissions or effluent discharges, or any other statute, regulation, ordinance, order, administrative complaint, notice of violation, notice letter or instruction by or on behalf of any governmental agency or representative or other federal, state, local or other applicable legal requirement.

However, this exclusion shall not apply to non-compliance based upon:

1. The **Insured's** good faith reliance upon specific written advice of qualified counsel received in advance of such non-compliance; or
2. An **Insured's** reasonable efforts to mitigate a **Pollution Incident** that necessitates immediate action, provided that such **Pollution Incident** is reported to the Company within fourteen (14) days of its commencement.

#### H. INSURED VS INSURED

Any **Claim** by or on behalf of any **Insured** against any other **Insured**.

#### I. INSURED'S PROFESSIONAL SERVICES

Any professional services performed or rendered by or on behalf of the **Insured**, including but not limited to, medical services, recommendations, opinions and strategies rendered for architectural, consulting and engineering work, such as drawings, designs, maps, reports, surveys, change orders, plan specifications, assessment work, remedy selections, site maintenance and equipment selection, and supervisory, inspection or engineering service.

#### J. MATERIAL CHANGE IN USE

A material change in use at any **Covered Property**. A material change in use shall mean any use different from the use identified in the Declarations. This exclusion shall not apply if the **Insured** submits prior written notice to the Company no less than thirty (30) days prior to such material change, and the Company approves such material change in an endorsement to this Policy issued within thirty (30) days of such notice. The Company is under no obligation to approve any such change in use, but may do so, in its sole discretion, dependent upon such terms and conditions (including but not limited to the payment of additional premium) as the Company may impose. If the Company approves the material change in use, the **Insured** shall agree to any changes to the terms and conditions

to this Policy and pay any additional premium as the Company may require prior to the endorsement of such material change.

#### K. NON-DISCLOSURE

Any **Pollution Incident** or **Disinfection Event**:

1. Which is known by a **Responsible Insured** prior to the **Inception Date** and not specifically disclosed in or attached to an Ironshore Specialty Insurance Company SPILLS application submitted by the **Named Insured** in connection with this Policy prior to the **Inception Date**, or which the **Responsible Insured** first becomes aware of after submitting its application but before the **Inception Date**;
2. Due to or associated with a **Covered Property** first covered by the Policy after the **Inception Date** to the extent such **Pollution Incident** was known by a **Responsible Insured** and not specifically disclosed to the Company in writing prior to the Policy first providing coverage for such **Covered Property**; or
3. Due to or associated with operations, including **Transportation** and **Waste Disposal Activities**, which are first covered by the Policy after the **Inception Date** as the result of a merger or acquisition or are associated with a **Named Insured** first covered by the Policy after the **Inception Date** to the extent such **Pollution Incident** was known by a **Responsible Insured** and not specifically disclosed to the Company in writing prior to the Policy first providing coverage for such operations.

#### L. PRODUCTS LIABILITY

Any **Claim**, in whole or part, or **Pollution Incident** arising from the **Insured's Products**. However, this exclusion shall not apply to the **Insured's Cargo** which is released during **Transportation** or to **Loss** incurred on, at, under or migrating from a **Covered Property**.

#### M. PROPERTY DAMAGE TO CONVEYANCES

Any **Property Damage** to any truck, rail car, trailer, rolling stock, intermodal container, shipping container, container, aircraft, vessel, engine or any other conveyance of any nature utilized during **Transportation**. This exclusion does not apply to **Claims** made by third-party carriers of the **Insured** for such **Property Damage** arising from the **Insured's** negligence.

#### N. UNDERGROUND STORAGE TANKS

Any **Underground Storage Tank** which is: (i) known to a **Responsible Insured** as of either the **Inception Date** or, for properties added to the Policy during the **Policy Period**, the date on which the property first becomes covered under this Policy; or (ii) installed during the **Policy Period**.

This exclusion does not apply to any **Underground Storage Tank** which has been:

1. Closed or abandoned in place prior to the **Inception Date** and in accordance with all applicable **Environmental Laws** in effect at the time of such removal, closure or abandonment;
2. Removed prior to the **Inception Date**;
3. Used to store petroleum products and installed at a **Covered Property** less than ten (10) years prior to the **Inception Date**, provided that such **Underground Storage Tank** has never been used for or associated with the retail sale of petroleum products or the storage of solvents or waste-water containing any concentration of solvents. For the purposes of determining the date of installation of an **Underground Storage Tank** pursuant to this Paragraph, if an **Underground Storage Tank** has a tank and piping or other appurtenances connected to the tank which were installed at different times, the date of installation of the oldest component (tank, piping or other appurtenance) of the **Underground Storage Tank** shall be deemed the date of installation of such **Underground Storage Tank**; or
4. Scheduled to this Policy by endorsement.

Further, this exclusion shall not apply to any new **Underground Storage Tank** installed during the **Policy Period** which is utilized to store petroleum products, water, wastewater or gases, provided such **Underground Storage Tank** does not hold or collect any solvent or other liquid, including wastewater, which contains any concentration of solvents.



**O. WAR**

Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy or hostilities, whether war be declared or not, civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.

**P. WORKERS COMPENSATION, UNEMPLOYMENT, SOCIAL SECURITY, DISABILITY AND SIMILAR LAWS**

Any obligation pursuant to any workers' compensation, unemployment insurance, social security, disability benefits or any similar or related laws.

**IV. CLAIMS AND NOTICE PROVISIONS**

As a condition precedent to any coverage provided by this Policy, the **Insured** must do each and all of the following:

- A.** Without limiting the requirements in any Coverage Grants in this Policy, in the event of any **Pollution Incident, Period of Interruption, Claim, Loss, Legal Costs, Business Interruption Expenses** or **Extra Expenses**, the **Insured** shall provide notice thereof as soon as practicable to the Company's address set forth in the Declarations (or as such address may hereinafter be modified by the Company in writing). In addition, the **Insured** shall provide notice as soon as practicable to the Company's address set forth in the Declarations of any events or circumstances that may reasonably be expected to give rise to a **Pollution Incident, Period of Interruption, Claim, Loss, Legal Costs, Business Interruption Expenses** or **Extra Expenses**. All such notice shall include detailed information pertaining to:
1. The appropriate person to contact regarding the **Pollution Incident, Disinfection Event, Period of Interruption, Claim, Loss, Legal Costs, Business Interruption Expenses** or **Extra Expenses**;
  2. The location of and a description of the **Pollution Incident** or **Disinfection Event**;
  3. A description of the **Period of Interruption, Claim, Loss, Legal Costs, Business Interruption Expenses** or **Extra Expenses**, as applicable;
  4. Any response actions taken by the **Insured** relating to the **Pollution Incident, Disinfection Event, Period of Interruption** or **Loss**; and
  5. Any other pertinent information in the **Insured's** possession or control concerning any actual or potential **Pollution Incident, Period of Interruption, Claim, Loss, Legal Costs, Business Interruption Expenses** or **Extra Expenses**.
- B.**
1. In the event that **Emergency Response Expenses** are incurred, the **Insured** must provide, in writing, all available information relating to such **Emergency Response Expenses** and the **Pollution Incident** giving rise thereto to the Company within fourteen (14) days of commencement of the **Pollution Incident**. Such information shall include all applicable information detailed in Paragraph **A.** of this Section.
  2. In the event of any **Disinfection Event** or **Image Restoration Event**, the **Insured** must provide, in writing, all available information relating to such **Disinfection Event** or **Image Restoration Event** within fourteen (14) days of a **Responsible Insured's** first discovery of such **Disinfection Event** or **Image Restoration Event**. Such information shall include all applicable information detailed in Paragraph **A.** of this Section.
  3. In the event of a **Period of Interruption**, the **Named Insured** must provide, in writing, notice to the Company of the interruption within thirty (30) days of its commencement.
- C.** Without limiting the requirements in any Coverage Grants in this Policy, the **Insured** shall provide notice as soon as practicable of any **Claim**, but, in any event, during the **Policy Period**, or **Extended Reporting Period**, if applicable. The **Insured** shall furnish all information requested by the Company, including, but not limited to, the following information as soon as practicable after the receipt by the **Insured** or the **Insured's** representative or agent:
1. Copies of any demands, notices, summonses, or legal papers received by the **Insured**;
  2. All correspondence between the **Insured** and any third party claimants;
  3. All reports, notes or other documents prepared by persons hired by the **Insured** to investigate the **Claim**;
  4. All expert reports, investigations and data collected by experts retained by the **Insured** whether or not the **Insured** intends to use the material for any purpose; and

5. All other information which the Company may require concerning the **Claim** whether or not the **Insured** deems such to be relevant to the **Claim**.

## V. RIGHTS OF THE COMPANY AND DUTIES OF THE INSURED IN THE EVENT OF POLLUTION INCIDENT

### A. THE COMPANY'S RIGHTS

The Company shall have the right, but not the duty, to assume direct control over the incurrence of **Remediation Expenses, Disinfection Expenses or Emergency Response Expenses** and to participate in decisions regarding any covered **Remediation Expenses, Disinfection Expenses or Emergency Response Expenses** upon receiving notice as provided in Section IV. of this Policy. Any **Remediation Expenses, Disinfection Expenses or Emergency Response Expenses** expended by the Company in taking such action will be deemed incurred or expended by the **Insured** and shall be applied against the Limits of Liability and deductible under this Policy as described in Section VI.

### B. THE INSURED'S DUTIES

The **Named Insured** shall have the duty to clean up the **Pollution Incident** (to the extent required by **Environmental Laws**) or **Disinfection Event**, by retaining, under written contract, competent professionals or contractors mutually acceptable to the Company and the **Named Insured**. The Company retains the right but not the obligation to review and approve all bids and contracts prior to issuance or execution. The Company shall be informed of all progress at reasonable intervals and shall have the right but not the duty to review and approve all aspects of any such clean up prior to submittal to any regulatory agency that is authorized to review and approve such clean up submittals. The **Named Insured** shall notify the Company of actions and measures taken pursuant to this Paragraph prior to the execution of those actions and measures, unless such notice is not possible under the circumstances because actions or measures constitute **Emergency Response Expenses**.

Subject to the condition entitled **VOLUNTARY PAYMENTS AND ADMISSION OF LIABILITY**, it is a condition precedent to coverage that the **Insured** shall, including at its own cost with respect to costs or expenses which are not covered under this Policy, make all reasonable attempts to mitigate and minimize any **Loss, Business Interruption Expenses, Extra Expenses, Disinfection Event, Period of Interruption and Pollution Incident** upon first discovery of a **Pollution Incident, Disinfection Event or Period of Interruption** and at all times thereafter.

## VI. LIMITS OF LIABILITY AND DEDUCTIBLE

Without regard to the number of **Insureds, Covered Properties, Pollution Incidents, Period of Interruptions, Disinfection Events, Claims** or claimants, the following Limits of Liability apply:

### A. POLICY AGGREGATE LIMIT OF LIABILITY

The most the Company will pay for all **Loss, Business Interruption Expenses and Extra Expenses** covered under this Policy shall not exceed the Policy Aggregate Limit of Liability set forth in the Declarations.

### B. COVERAGE GRANT AGGREGATE LIMIT OF LIABILITY

Subject to Paragraph A. above, the most the Company will pay for all **Loss** covered under each particular Coverage Grant indicated as purchased in the Declarations shall not exceed the Coverage Grant Aggregate Limit of Liability applicable to that particular Coverage Grant.

Subject to Paragraph A. above, the most the Company will pay for all **Business Interruption Expenses and Extra Expenses** covered under Coverage F. shall be the lesser of:

1. The **Business Interruption Expenses and Extra Expenses** incurred during the number of days set forth in the days limit for Coverage F. in the Declarations; or
2. The dollar amount set forth for Coverage F. in the Declarations.

Once either (i) the days limit has been reached, or (ii) the Company pays **Business Interruption Expenses** and **Extra Expenses** under Coverage F. which equal the dollar amount set forth for Coverage F. in the Declarations, whether the erosion of such days limit or dollar amount is due to a single or multiple **Period of Interruption(s)**, whichever occurs first, there shall be no further coverage under Coverage F. The days limit shall be eroded by all days in each **Period of Interruption**.

#### C. EACH INCIDENT LIMIT OF LIABILITY

Subject to Paragraphs A. and B. above, for each Coverage Grant under this Policy, the most the Company will pay for all **Loss** arising out of the same, related or continuous **Pollution Incident(s)** is the Each Incident Limit of Liability applicable to such Coverage Grant set forth in the Declarations. Subject to Paragraphs A. and B. above, the most the Company will pay for all **Disinfection Expenses** arising out of the same, related or continuous **Disinfection Event(s)** is the lesser of: the Each Incident Limit of Liability applicable to such Coverage Grant set forth in the Declarations or the **Disinfection Expenses** incurred by the **Insured** within the first thirty (30) consecutive days following the first discovery of the first same, related or continuous **Disinfection Event**.

#### D. DEDUCTIBLE

Subject to Paragraphs A., B., and C. above, the Company will pay all **Loss** in excess of the applicable deductible amount set forth in the Declarations. The deductible is the obligation of the **Named Insured** and applies to all **Loss** arising out of the same, related or continuous **Pollution Incident(s)**, or **Disinfection Event(s)**, on, at, under or migrating from a single address.

Subject to Paragraphs A. and B. above, the Company will pay all **Business Interruption Expenses** and **Extra Expenses** in excess of the **Business Interruption Expenses** and **Extra Expenses** incurred after expiration of the number of days in a **Period of Interruption** stated as the Deductible (Days) in the Declarations. The deductible applicable to Coverage F. applies separately to each **Period of Interruption**.

The Company may, but is under no obligation to, advance amounts for **Loss**, **Business Interruption Expenses** and **Extra Expenses** within the deductible. The **Named Insured** shall promptly reimburse the Company for advancing any such amounts within the deductible upon the Company's request.

#### E. MULTIPLE COVERAGES OR DEDUCTIBLES

If the same, related or continuous **Pollution Incident(s)** results in coverage under more than one Coverage Grant, the most the Company shall pay for all **Loss**, **Business Interruption Expenses** and **Extra Expenses** arising from such **Pollution Incident(s)** shall not exceed the highest Each Incident Limit of Liability, or the Coverage Grant Aggregate solely with regard to Coverage F., stated in the Declarations among all of the Coverages applicable to the **Loss**, **Business Interruption Expenses** or **Extra Expenses**.

Furthermore, if more than one deductible is applicable to coverage for the same, related or continuous **Pollution Incident**, only the highest deductible applicable to the **Loss**, **Business Interruption Expenses** or **Extra Expenses** for such **Pollution Incident(s)** shall apply.

#### F. MULTIPLE POLICY PERIODS

If the Company has accepted coverage under this Policy for a **Pollution Incident**, **Disinfection Event** or **Claim**, and the Company, or an affiliate, issues a subsequent policy to the **Insured**, and during that subsequent policy:

1. A related or continuous **Pollution Incident** or **Disinfection Event** is first discovered, or
2. A **Claim** arising from the same, related or continuous **Pollution Incident** is first made against the **Insured**, and
3. Such **Pollution Incident**, **Disinfection Event** or **Claim** is reported to the Company, or affiliate, while such subsequent insurance policy is in effect,

Then coverage for that subsequently reported **Pollution Incident**, **Disinfection Event** or **Claim** shall be:

1. Determined solely by the terms, conditions, limitations, and exclusions of the subsequently issued insurance policy, other than that policy's limits of liability; and
2. Subject to the applicable Each Incident Limit of Liability, Coverage Aggregate Limit of Liability and remaining Policy Aggregate Limits of Liability, if any, of this Policy; however, to the extent that the subsequently issued insurance policy has a sublimit of liability otherwise applicable to that **Pollution Incident**, **Disinfection Event** or

**Claim** for an amount that is less than the remaining applicable Limit of Liability in this Policy, then the applicable Limit of Liability for that **Pollution Incident, Disinfection Event** or **Claim** shall be that policy's sublimit of liability.

For the purposes of this Paragraph F. "related" means based upon, arising out of, resulting from, or in any way involving the same or related facts, circumstances, or events, or the same or related series of facts, circumstances, or events, whether related logically, causally or in any other way, and irrespective of whether involving the same **Pollutants** or **Disinfection Event**.

## VII. CONDITIONS

### A. ACTION AGAINST COMPANY

No action brought by any organization or entity, other than an **Insured**, shall lie against the Company unless, as a condition precedent thereto, the **Insured** has fully complied with all of the terms and conditions of this Policy and the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the Company.

Any person or entity or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy to the **Insured** at issue and subject to the terms, conditions, exclusions and limitations of the Policy. No person or entity shall have any right under this Policy to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the Company be impleaded by the **Insured** or its legal representative.

### B. ASSIGNMENT

Assignment of interest under this Policy shall not bind the Company unless and until its consent is endorsed hereto, which consent shall not be unreasonably denied.

### C. AUDIT AND INSPECTION

The Company shall be permitted, but not required, upon reasonable prior notice to inspect, sample and/or monitor any **Covered Property** and operations conducted thereon. Neither this right to make inspections, sample and/or monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking on behalf of the **Insured** or others to determine or warrant that a **Covered Property** or operation is legal, appropriate, safe, healthful or conforms to any standard or requirement or is in compliance with any **Environmental Law** or other law. The Company will not manage or exercise control over any **Covered Property** or operation. The Company shall also have the right to interview persons employed by or affiliated with the **Insured**.

### D. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of its obligations hereunder.

### E. CANCELLATION

This Policy may be cancelled by the **Named Insured** by surrendering it to the Company or by mailing to the Company written notice stating when thereafter cancellation shall be effective.

The Policy may be cancelled by the Company by mailing to the **Named Insured** at its address set forth in the Declarations, a notice stating when, not less than ninety (90) days (or ten (10) days for nonpayment of premium) thereafter such cancellation shall be effective. The Company may cancel this Policy for only the following reasons:

1. Fraud or misrepresentation;
2. Any **Insured's** failure to comply with the terms, conditions or contractual obligations under this Policy including failure to pay the deductible when due; or
3. Nonpayment of premium when due.

The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Actual delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing.

If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium amount set forth in the Declarations, provided that the minimum earned premium amount shall be 100% in the event a claim has been made under this Policy. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time of cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition precedent to the effectiveness of cancellation.

**F. CHANGES**

Notice to or knowledge possessed by any person or entity shall not effect waiver or change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy. The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, except as provided by endorsement issued by the Company attached to this Policy. No agent or broker has any authority to change or modify this Policy, waive any of its provisions, or issue any endorsements.

**G. CHOICE OF FORUM**

In the event that the **Insured** and the Company have any dispute concerning or relating to this Policy (including its formation, coverage provided hereunder, or the meaning, interpretation or operation of any term, condition, definition or provision of this Policy) resulting in litigation, arbitration or other form of dispute resolution, the **Insured** agrees with the Company that any such litigation and any arbitration or other form of dispute resolution shall exclusively take place in the appropriate federal or state courts located in New York, New York.

**H. CHOICE OF LAW**

In the event that the **Insured** and the Company have any dispute concerning or relating to this Policy, including its formation, coverage provided hereunder, or the meaning, interpretation or operation of any term, condition, definition or provision of this Policy resulting in litigation, arbitration or other form of dispute resolution, the **Insured** agrees with the Company that the internal laws of the State of New York shall apply without giving effect to any conflicts or choice of law principles. The terms and conditions of this Policy shall not be deemed to constitute a contract of adhesion and shall not be construed in favor of or against any party hereto by reason or authorship or otherwise.

**I. CONDITION OF PAYMENT**

It is hereby agreed that any payment under this Policy shall only be made in full compliance with all United States of America economic and trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

**J. COOPERATION**

The **Insured** agrees with the Company to assist and cooperate in the fulfillment of the terms of the Policy, including the investigation, adjustment, defense or settlement of any **Claim** or in connection with the clean up of a **Pollution Incident**. Such cooperation may also include participating in meetings; requiring the **Insured** to submit to examination under oath; testifying at hearings, depositions and trials; or securing evidence. The Company may also require written statements or the **Insured's** attendance at meetings with the Company in the course of its investigation or defense. The **Insured** must assist the Company in effecting settlement and obtaining the attendance of witnesses. Further, the **Insured** must assist the Company in the pursuit of any coverage that may be available from other insurers or insurance policies for any amounts which also may be covered under this Policy. In addition, the **Insured** shall, to the extent feasible, permit and assist the Company and its representatives in interviewing persons and collecting documents and in viewing, inspecting, or reviewing at any time the **Covered Property**, any other property, or any documents related in any manner to this Policy, any **Claims** or **Loss**, or any coverage provided hereunder. No such inspection or review shall impose any liability, responsibility, or obligation on the Company of any nature. The **Insured** shall take any other actions to assist the Company as the Company may request from time to time.

**K. ENFORCEABILITY**

If any part of this Policy is deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Policy, which shall be enforced to the full extent permitted by law.

#### L. HEADINGS

The descriptions in the headings of this Policy are solely for convenience and form no part of the Policy terms and conditions.

#### M. INDEPENDENT COUNSEL

In the event the **Insured** is entitled by law to select independent counsel to oversee the Company's defense of a **Claim** at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company actually pays to counsel the Company retains in the ordinary course of business in the defense of similar **Claims** or suits in the community where the **Claim** arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **Claims** or suits similar to the one pending against the **Insured** and to require such counsel have errors and omissions insurance coverage. As respects any such counsel, the **Insured** agrees that counsel will timely respond to our request for information regarding the **Claims** or suit.

Furthermore, the **Insured** may at any time, by the **Insured's** written consent, freely and fully waive these rights to select independent counsel.

#### N. OTHER INSURANCE

If other valid and collectible insurance is available to the **Insured** for **Claims, Pollution Incidents, Disinfection Events, Period of Interruptions, Loss, Business Interruption Expenses** or **Extra Expenses**, the Company's obligations are limited as follows:

1. With the exception of Paragraphs **4.** and **5.** below, this insurance is primary except when any other insurance is also primary. In that case, the Company will share with all the other insurance by the method described in Paragraph **2.** below.
2. If the other insurance permits contribution by equal shares, the Company will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **Loss, Business Interruption Expenses** or **Extra Expenses** payable under this Policy remains, whichever comes first.
3. If the other insurance does not permit contribution by equal shares, the Company will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
4. Solely with respect to **Claims, Pollution Incidents, Loss, Business Interruption Expenses** or **Extra Expenses** arising, in whole or part, from **Mold Matter, Legionella, Transportation, Waste Disposal Activities, Disinfection Events** or any perfluoroalkyl or polyfluoroalkyl substances (PFAS), this insurance is excess of any valid and collectible insurance, whether such insurance is primary, excess, contingent, self-insured retention or on any other basis. Further, this insurance shall also apply excess of any valid and collectible property or flood insurance, whether such insurance is primary, excess, contingent, self-insured retention or on any other basis. Where this insurance is excess insurance, the Company will only pay its share of the amount of **Loss, Business Interruption Expenses** or **Extra Expenses**, if any, that exceeds the total amount of such other insurance.
5. Notwithstanding Paragraphs **1.** through **3.** above, this insurance shall apply in excess of any **Fund** provided that in the event of receivership, insolvency, or inability to pay of any such **Fund**, this sentence shall not apply. If recovery from the **Fund** later becomes available and the **Fund** begins making payments, the **Insured** will reimburse the Company for any amounts previously paid by the Company which are recoverable from the **Fund**. Where this insurance is excess of a **Fund**, the Company will only pay its share of the amount of **Loss, Business Interruption Expenses** and **Extra Expenses**, if any, that exceeds the total amount available from the **Fund**. The **Insured** may use payments from the **Fund** to satisfy the Deductible stated in the Declarations.
6. To the extent this insurance is excess of other insurance, the **Insured** shall make all reasonable efforts to obtain recovery from such other insurance and shall not take any actions subsequent to **Loss** which limit the applicability or availability of such other insurance.

#### O. POLICY TERRITORY

This Policy and any coverage provided hereunder is only applicable to any **Pollution Incident** or any **Disinfection Event** occurring in the United States, its territories and possessions.

**P. REPRESENTATIONS**

By accepting this Policy, the **Named Insured** agrees:

1. The statements in the Declarations and Application are true, accurate and complete in all respects and contain no material omissions;
2. Those statements are the **Named Insured's** agreements and representations; and
3. The Company has issued this Policy in reliance upon those statements and these representations.

Further, the **Named Insured** agrees that this Policy embodies all agreements existing between the **Insured** and the Company or any of its agents relating to this insurance.

**Q. SEPARATION OF INSUREDS**

Except with respect to the Limits of Liability, Section III. **EXCLUSIONS – ALL COVERAGES**, Paragraphs **INSURED VS INSURED** and **NON-DISCLOSURE** and any rights and duties specifically assigned to the first **Named Insured** set forth in the Declarations, this insurance applies with respect to misrepresentation, concealment, breach of condition or violation of any duty under this Policy:

1. As if each **Insured** were the only **Insured**; and
2. Separately to each **Insured** against whom a **Claim** is made.

Misrepresentation, concealment, breach of condition or violation of any duty under this Policy by one **Insured** shall not prejudice the interest or coverage for another **Insured** who did not participate or assist in such misrepresentation, concealment, breach of condition or violation of duty, except where an **Insured** is a parent, subsidiary or affiliate of the **Insured** that misrepresented, concealed or breached a term or condition of or violated a duty under this Policy or participated or assisted therein.

**R. SOLE AGENT**

The **Named Insured** first identified in the Declarations is responsible for payment of all premiums and deductibles, and will act as the sole agent on behalf of all **Insureds** with respect to provision and receipt of notice(s), including notice of cancellation or non-renewal, receipt and acceptance of any endorsement(s) or any other changes to this Policy, return of any premium, assignment of interest under this Policy, as well as exercise of any applicable **Extended Reporting Period**, unless any such responsibilities are otherwise designated by endorsement.

**S. SUBROGATION**

In the event of any payment under this Policy, the Company shall be subrogated to all of an **Insured's** rights of recovery against any person or entity, including without limitation any rights to contribution from another insurer. An **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure and perfect such rights. No **Insured** shall do anything to impair, reduce, impede, prejudice, curtail or waive such rights. Any recovery obtained through subrogation, after expenses incurred in such subrogation are deducted by the Company, shall be applied first to the **Insured** to the extent of any payments in excess of the limit of coverage, if any; then to the Company to the extent of its payment under the Policy; and then to the **Insured** to the extent of its deductible. Notwithstanding anything to the contrary in this Paragraph, the Company hereby expressly waives any rights of subrogation to the extent required by written contract, provided that such contract was entered into prior to the discovery of the **Pollution Incident** giving rise to **Loss, Business Interruption Expenses or Extra Expenses**.

**T. VOLUNTARY PAYMENTS AND ADMISSION OF LIABILITY**

No **Insured** shall admit liability, settle or attempt to settle or otherwise dispose of any **Claim**, waive or extend any statute of limitation or statute of repose or the accrual thereof, or, except at the **Insured's** own cost, voluntarily make any payment, incur any **Loss** including but not limited to **Remediation Expenses, Disinfection Expenses or Image Restoration Expenses**, assume any obligation, or incur any expense without the Company's prior written consent.

This Condition shall not apply if such payment or obligation is an **Emergency Response Expense**.

## VIII. EXTENDED REPORTING PERIOD

### A. AUTOMATIC EXTENDED REPORTING PERIOD

The **Named Insured** shall be entitled to an Automatic **Extended Reporting Period** for a period of ninety (90) days following the effective date of termination of this Policy for no additional premium. This Automatic **Extended Reporting Period** shall not apply where:

1. The **Named Insured** has purchased the Optional **Extended Reporting Period** available under Paragraph **B.** below;
2. The Policy is terminated for fraud or non-payment of premium; or
3. The **Insured** has purchased other insurance to replace the insurance provided under this Policy.

The Automatic **Extended Reporting Period** shall apply as follows:

1. A **Claim** first made against the **Insured** during the **Policy Period** and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination will be deemed to have been made on the last day of the **Policy Period**, provided that the **Claim** is otherwise covered under this Policy.
2. A **Claim** first made against the **Insured** and reported to the Company, in writing, during the ninety (90) days immediately following the effective date of such termination will be deemed to have been made on the last day of the **Policy Period**, provided such **Claim** arises from a **Pollution Incident** which commenced prior to such termination and is otherwise covered under this Policy.

### B. OPTIONAL EXTENDED REPORTING PERIOD

The **Named Insured** shall be entitled (except if this Policy is terminated for fraud or the non-payment of premium) to purchase an Optional **Extended Reporting Period** upon termination of this Policy subject to the following terms and conditions:

1. The **Named Insured** shall be entitled to purchase an Optional **Extended Reporting Period** of up to forty-eight (48) months beginning on the effective date of termination of this Policy for an additional premium of not more than 200% of the total Policy premium, provided that the **Named Insured** requests such Optional **Extended Reporting Period** in writing within thirty (30) days prior to the effective date of termination of this Policy;
2. Once the **Named Insured** has paid the additional premium, the Optional **Extended Reporting Period** may not be cancelled by the Company, except for fraud, and such premium shall be fully earned; and
3. The Optional **Extended Reporting Period** shall apply only to **Claims** first made against the **Insured** and reported to the Company during the Optional **Extended Reporting Period**, but only if such **Claims** arise from a **Pollution Incident** which commenced prior to termination of this Policy and are otherwise covered by this Policy.

It is a condition precedent to the coverage provided in this Paragraph **B.** that the **Named Insured** pay any additional premium within thirty (30) days of such termination.

Neither the Automatic **Extended Reporting Period** nor the Optional **Extended Reporting Period** shall modify, reinstate or increase the Limits of Liability of this Policy, or alter the terms and conditions of this Policy, and any payment made during the Automatic **Extended Reporting Period** or the Optional **Extended Reporting Period** shall reduce the available Limits of Liability.

## IX. DEFINITIONS

**A. Bodily Injury** means physical injury, sickness, disease, building-related illness, mental anguish, shock or emotional distress, sustained by any person, including death resulting therefrom. **Bodily Injury** shall also include medical monitoring costs.

**B. Boundaries:**

Throughout this Policy the words "boundaries" and **Boundaries** means the area on, under or within the property lines bounding a location (including but not limited to any soil, groundwater body or surface water body on, under or within such bounded area).

**C. Business Interruption Expenses** means:



1. Net profit or loss, including from **Rental Value**, before taxes that would have been earned or incurred by the **Insured** during the **Period of Interruption**; and
2. Continuing normal operating expenses incurred by the **Insured** during the **Period of Interruption**, including payroll expense for employees of the **Insured**, except employees under contract, officers, executives, and department managers,

directly due to the reasonable and necessary interruption of the **Insured's** operations at a **Covered Property** during the **Period of Interruption**.

If the **Insured** would have incurred a net loss under Paragraph **C.1.** above, such net loss shall reduce the operating expenses recoverable under Paragraph **C.2.** above. Further, if the **Insured** could reduce the **Business Interruption Expenses** resulting from a **Period of Interruption** by complete or partial resumption of operations, or by making use of other property at the **Covered Property**, such reductions shall be taken into account in arriving at the amount of **Business Interruption Expenses**, as will the financial performance of the business before the **Period of Interruption** and the projected financial performance thereafter had no **Period of Interruption** occurred.

- D. Cargo** means goods, products or waste transported for delivery by a carrier properly licensed to transport such goods, products or waste.
- E. Claim** means a written demand, notice or assertion of a legal right alleging liability or responsibility on the part of the **Insured**.
- F. Conveyance** means any auto, railcar, rolling stock, train, watercraft or aircraft. **Conveyance** shall not include pipelines.
- G. Covered Property** means those locations specifically scheduled in the Declarations, or any other location specifically endorsed to the Policy as a **Covered Property**.
- H. Disinfection Event** means:
1. An outbreak of communicable virus or communicable bacteria at a **Covered Property** that requires reporting by the **Insured** of such outbreak to the applicable local, state or federal governmental or public health agency or entity; and
  2. The dispersal or release of human blood or fluids as the direct result of a suicide, homicide or other violent crime.
- Disinfection Event** does not include any **Pollution Incident**.
- I. Disinfection Expenses** means reasonable fees and costs incurred by the **Insured** to retain third party qualified vendors to disinfect the actual presence of bacteria or virus at a **Covered Property** after a **Disinfection Event**.
- J. Emergency Response Expenses** means reasonable and necessary expenses incurred in response to an imminent and substantial threat to human health or the environment resulting from a **Pollution Incident**, and expenses to investigate, remove, dispose of, contain, treat or test soil, surface water, groundwater or other contaminated media resulting from a **Pollution Incident**.
- Emergency Response Expenses** shall not include **Bodily Injury** or **Property Damage**.
- K. Environmental Laws** means any federal, state, provincial, municipal or local laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary cleanup or risk based corrective action guidance, and governmental, judicial or administrative orders and directives that are applicable to a **Pollution Incident**.
- L. Environmental Professional** means an individual approved and designated by the Company in writing who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association, or both, who meet certain minimum qualifications and who maintain specified levels of errors and omissions insurance coverage acceptable to the Company. The Company shall consult with the **Insured** in conjunction with the selection of the **Environmental Professional**.
- M. Extended Reporting Period** means the Automatic **Extended Reporting Period** or, if applicable, the Optional **Extended Reporting Period** of this Policy as set forth in Section **VIII.** of the Policy.
- N. Extra Expenses** means reasonable and necessary expenses incurred by the **Insured** at the **Covered Property** over and above the **Insured's** continuing normal operating expenses during the **Period of Interruption** that the **Insured**

would not have incurred had there been no interruption of the **Insured's** operations at a **Covered Property** directly due to **Onsite Pollution**, provided that the expenses are incurred directly and solely to avoid or minimize **Business Interruption Expenses** and to continue operations at the **Covered Property**. **Extra Expenses** will be reduced by any salvage or other value of property obtained for temporary or other use during the **Period of Interruption** that remains after the resumption of normal operations.

**Extra Expenses** do not include **Loss, Remediation Expenses, Emergency Response Expenses, Disinfection Expenses, Image Restoration Expenses** or capital improvements.

- O. **Fund** means any state trust fund, state administered insurance program or restoration funding for any **Pollution Incident**, including but not limited to a **Pollution Incident** arising from an **Underground Storage Tank** or dry cleaning operations; or any other funding available from a governmental source for owners who qualify for reimbursement established for the purpose of funding **Loss** for **Pollution Incidents**.
- P. **Image Restoration Event** means a **Pollution Incident** which results in a newspaper or magazine publication or television news broadcast alleging responsibility on the part of the **Named Insured** for such **Pollution Incident**.
- Q. **Image Restoration Expenses** means reasonable and necessary public relations expenses to restore public reputation and consumer confidence. **Image Restoration Expenses** shall include fees and expenses incurred by public relations or crisis management firms and reasonable and necessary printing, mailing of materials and travel by directors, officers, employees or agents of the **Named Insured** at the direction of such firms. **Image Restoration Expenses** shall not include the costs to purchase advertising on television, in newspapers or in any other media.
- R. **Inception Date** means the applicable date set forth in the Declarations.
- S. **Insured** means a **Named Insured**, and any past or present director, officer, partner, member of a corporation, employee, temporary worker or leased worker of the **Named Insured** while acting within the scope of his or her duties as such.
- T. **Insured Contract** means those contracts or agreements, if any, listed on a Schedule of Insured Contracts endorsed to this Policy.
- U. **Insured's Products** means goods or products manufactured, sold, handled or distributed by the **Insured** or others trading under the **Insured's** name, and includes containers (other than automobiles, rolling stock, vessels or aircraft), materials, parts or equipment furnished in connection therewith, and includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use thereof, or the failure to provide warnings or instructions.
- V. **Legal Costs** means attorneys' fees and other reasonable and necessary expenses incurred in the investigation, defense or settlement of any **Claim** for **Loss**, or attorneys' fees in connection with the payment of any covered **Remediation Expenses** provided that **Legal Costs** associated with such **Remediation Expenses** are incurred with the Company's prior written consent. **Legal Costs** include the fees and expenses of consultants, expert witnesses, accountants, court reporters, and other vendors, for goods or services in connection with such investigation, defense or settlement of a **Claim**, whether incurred by the **Insured**, defense counsel, or the Company.
- W. **Legionella** means legionella pneumophila.
- X. **Loss** means:
  - 1. A monetary judgment, award or settlement of compensatory damages arising from **Bodily Injury** or **Property Damage**;
  - 2. Punitive, exemplary or multiplied damages, civil fines, penalties and assessments to the extent any of the foregoing is insurable under applicable law, arising from **Bodily Injury** or **Property Damage**;
  - 3. **Legal Costs**;
  - 4. **Remediation Expenses**;
  - 5. Solely with respect to Section I. **COVERAGE GRANTS**, Paragraph B., **Emergency Response Expenses**;
  - 6. Solely with respect to Section I. **COVERAGE GRANTS**, Paragraph G., **Disinfection Expenses**; and
  - 7. Solely with respect to Section I. **COVERAGE GRANTS**, Paragraph H., **Image Restoration Expenses**.

With respect to **Claims** for **Bodily Injury** and/or **Property Damage**, **Loss** shall only mean items 1. through 3. above.

- Y. Misdelivery** means the delivery, beyond the **Boundaries** of a **Covered Property**, of any liquid product into a wrong receptacle or to a wrong address, or the erroneous delivery of one liquid product for another.
- Z. Mold Matter** means mold, mildew or fungi, whether or not such **Mold Matter** is living.
- AA. Named Insured** means:
1. The person or entity identified in the Declarations;
  2. Any business entity in which the person or entity listed in the Declarations has an ownership interest of 50% or more during the **Policy Period**; and
  3. Any other person or entity listed as a **Named Insured** by endorsement to this Policy.
- BB. Natural Resource Damage** means damages, sought by a governmental or tribal natural resource damage trustee who is authorized to act in such capacity by a natural resource damage statute governing the assessment and restoration of natural resource damages, for the physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any State, Local or Provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe. **Natural Resource Damage** does not include **Remediation Expenses** or **Emergency Response Expenses**.
- CC. New Conditions** means any **Pollution Incident** which commences, in its entirety, on or after the **Separation Date Between Pre and New Conditions Coverage** set forth in the Declarations.
- DD. Non-Owned Disposal Sites** means transfer, storage, treatment or disposal facilities which are utilized by the **Insured** for the transfer, storage, treatment or disposal of waste materials, which facilities are not, and have never been, owned, operated or rented by the **Insured**, provided that:
1. The waste materials first originate from a **Covered Property**;
  2. The transfer, storage, treatment or disposal facility is properly licensed and permitted by the appropriate federal, state or local authority to accept such waste materials as of the date of the transfer, storage, treatment or disposal of such waste materials;
  3. The transfer, storage or disposal facility, or any part thereof, is not listed on a proposed or final Federal National Priorities List (Superfund), or any equivalent state or local list as of the earlier of: a) the **Inception Date**; or b) the inception date of the first Site Pollution Incident Legal Liability Select policy issued by the Company to the **Insured** of which this is a continuous and uninterrupted renewal; and
  4. The transfer, storage or disposal facility, or any part thereof, was not subject to a consent order, administrative order on consent, consent decree or corrective action under **Environmental Law** as of the earlier of: a) the **Inception Date**; or b) the inception date of the first Site Pollution Incident Legal Liability Select policy issued by the Company to the **Insured** of which this is a continuous and uninterrupted renewal.
- EE. Offsite Pollution** means **Pollutants** that have migrated from a **Covered Property** to a location beyond its **Boundaries**. **Offsite Pollution** does not include any **Onsite Pollution**.
- FF. Onsite Pollution** means **Pollutants** that are on, at or under the **Covered Property**. **Onsite Pollution** does not include any **Offsite Pollution**.
- GG. Period of Interruption** means the period of time that begins when a **Pollution Incident** directly and necessarily interrupts the **Insured's** operations at a **Covered Property** and ends on the earliest of when: (1) the **Pollution Incident** no longer is a source of the interruption to the **Insured's** operations, regardless of whether the interruption is continuing for any other reason, after the **Pollution Incident** has been, or could have reasonably been, addressed; (2) the **Covered Property** has been or should have been restored to operations with reasonable speed and quality; or (3) the **Insured's** operations resume at a new permanent location. For the purpose of (1) above, the **Period of Interruption** will be considered to have ended even if operations cannot resume at the **Covered Property**: for regulatory reasons; because of a breach, suspension or cancellation of, or the failure to obtain, maintain, renew or extend any permit, lease, license or contract, even if directly or indirectly related to a **Pollution Incident**; or because it is not physically possible for such operations to resume for reasons other than the physical presence of **Pollutants**

at the **Covered Property**. The expiration date of this Policy will not reduce the **Period of Interruption**. **Period of Interruption** shall not include any period of time prior to the commencement of normal operations at a **Covered Property**, including but not limited to a delay in the opening of or a delay in the completion of construction at a **Covered Property**. **Period of Interruption** shall not include any interruption arising from, in whole or part, the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data. As used in the preceding sentence, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**HH. Policy Period** means the applicable period stated in the Declarations. However, if this Policy is cancelled by the **Named Insured** or the Company, the **Policy Period** terminates on the effective date and time of cancellation.

**II. Pollutants** means any solid, liquid, gaseous or thermal irritant, or contaminant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials (including medical, infectious and pathological wastes), at levels in excess of those naturally occurring. **Pollutants** includes chemicals associated with the manufacture of methamphetamines.

**Pollutants** also means:

1. Electromagnetic fields;
2. **Mold Matter**; and
3. **Legionella**.

With the exception of **Legionella**, **Pollutants** shall not include bacteria or virus.

**JJ. Pollution Incident** means:

1. The presence of **Mold Matter**; and
2. The discharge, dispersal, release or escape of **Pollutants** on, into or upon land, **Conveyances**, buildings or structures with foundations on land, the atmosphere, any body of water including surface water or groundwater.

**Pollution Incident** includes the illicit abandonment of **Pollutants** at, and which originated from beyond the **Boundaries** of, any **Covered Property** provided that such abandonment takes place after the **Inception Date** and was committed by parties other than **Insureds** and without the knowledge of a **Responsible Insured**.

Solely with respect to **Transportation** performed under written contract by third-party carriers on behalf of the **Named Insured**, **Pollution Incident** includes the illicit abandonment of **Pollutants** beyond the **Boundaries** of a **Covered Property** provided that such abandonment was committed entirely during the **Policy Period**, by parties other than **Insureds** and without the knowledge of any **Insured**.

**KK. Pre-Existing Conditions** means any **Pollution Incident** which commenced, in whole or part, prior to the **Separation Date Between Pre and New Conditions Coverage** specified in the Declarations.

**LL. Property Damage** means:

1. Physical injury to or destruction of tangible property of parties other than the **Insured**, including the resulting loss of use of that property;
2. Loss of use of tangible property owned by parties other than the **Insured**, that is not physically injured or destroyed;
3. Diminished value of property owned by parties other than the **Insured**; and
4. **Natural Resource Damage**.

**Property Damage** does not include **Remediation Expenses** or **Emergency Response Expenses**.

**MM. Remediation Expenses** means reasonable and necessary expenses, including associated **Legal Costs** incurred with the Company's prior written consent, incurred to investigate, remove, dispose of, treat, monitor or test soil, surface water, groundwater or other contaminated media:

1. To the extent required by **Environmental Laws** governing the liability or responsibilities of the **Insured** to respond to a **Pollution Incident**;
2. In the absence of item 1. above and solely with respect to **Mold Matter** and **Legionella**, to the extent recommended in writing by an **Environmental Professional**; or
3. To the extent incurred by the government or any political subdivision of the United States of America or any state, territory or possession thereof, or by parties other than **Insureds** to the extent the **Insured** is liable for such expenses.

**Remediation Expenses** also include **Restoration Costs**. **Remediation Expenses** shall not include any costs or expenses to install, maintain, repair, improve or upgrade any controls or equipment at a **Covered Property** which reduce, treat, mitigate or otherwise address emissions, wastewater or discharges associated with the normal operations of any **Covered Property**.

**NN. Rental Value** means:

1. The total anticipated rental income from tenant occupancy of the **Covered Property** as furnished and equipped by the **Insured**; and
2. All charges that are the legal obligation of the tenant(s) pursuant to a lease and that would otherwise be the **Insured's** obligations.

**OO. Responsible Insured** means:

1. The manager or supervisor of the **Named Insured** responsible for environmental affairs or health and safety affairs, control or compliance at a **Covered Property**;
2. The manager of a **Covered Property**; or
3. Any officer, director, risk manager, general counsel or partner of the **Named Insured**.

**PP. Restoration Costs** means reasonable and necessary costs incurred by the **Insured**, with the Company's prior written consent, to repair, restore or replace that particular part of real or personal property that is damaged solely by work performed in the course of incurring covered **Remediation Expenses** in response to a **Pollution Incident** to which this Policy applies. No coverage for **Restoration Costs** shall apply to any real or personal property which required removal, replacement or repair prior to being damaged during such work. **Restoration Costs** shall not exceed the lesser of actual cash value of the particular part of the real or personal property which was damaged or the cost of repairing, restoring or replacing the damaged property with other property of like kind and quality. An adjustment for depreciation and the physical condition of such property immediately prior to being damaged during such work, including any damage which existed prior to the time at which such property was damaged by such work, shall be made by the Company, in its reasonable judgment, in determining actual cash value. If a repair or replacement results in better than like kind or quality, the Company will not pay for the amount of the betterment, except to the extent such betterments of the damaged property entail the reasonable use of green building materials which are environmentally preferable and of similar quality to those materials which comprised the damaged property. Such green building materials must be certified as such by an applicable national or international independent non-governmental certifying body, where such certification is available, or, in the absence of such certification, based on the judgment of the Company in its sole discretion.

**QQ. Transportation** means the movement, which occurs beyond the **Boundaries** of a **Covered Property**, of **Cargo** by a **Conveyance** to or from a **Covered Property** by the **Insured** or a third-party carrier on behalf of the **Insured** from the time of movement from the point of origin until delivery to the final destination.

**Transportation** includes: (i) the carrier's loading and unloading of **Cargo** onto or from a **Conveyance** provided that the loading or unloading is performed by or on behalf of the **Named Insured** and beyond the **Boundaries** of a **Covered Property**; and (ii) **Misdelivery**.

**RR. Underground Storage Tank** means any tank, including any piping and appurtenances connected to the tank, located on, at or under a **Covered Property** that has at least ten (10) percent of its combined volume underground. **Underground Storage Tank** does not include:

1. Septic tanks, sump pumps or oil/water separators;
2. A tank that is enclosed within a basement or cellar, if the tank is upon or above the surface of the floor; or
3. Storm-water or wastewater collection systems.

**SS. Waste Disposal Activities** means the processing, treatment or disposal, or the arranging for the processing, treatment or disposal, of waste at a **Non-Owned Disposal Site**, provided that such waste first originates from a **Covered Property**.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed and attested, but this Policy will not be valid unless countersigned by a duly authorized representative of the Insurer, to the extent required by applicable law.

Ironshore Specialty Insurance Company by:



Secretary



President

## Liberty Mutual Group California Privacy Notice

Commercial Lines (excluding Workers' Compensation)  
(Effective January 1, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) to review the applicable Liberty Mutual privacy notice.

### What Data Does Liberty Mutual Gather?

We may collect the following categories of data:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information described in California Civil Code § 1798.80(e)**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For information about the types of personal data we have collected about California consumers in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### **How We Get the Personal Data:**

We gather your personal data <b>directly from you</b> . For example, you provide us with data when you:	We also gather your personal data <b>from other people</b> . For example:
▪ ask about, buy insurance or file a claim	▪ your insurance agent or broker

<ul style="list-style-type: none"> <li>▪ pay your policy</li> </ul>	<ul style="list-style-type: none"> <li>▪ your employer, association or business (if you are insured through them)</li> </ul>
<ul style="list-style-type: none"> <li>▪ visit our websites, call us, or visit our office</li> </ul>	<ul style="list-style-type: none"> <li>▪ our affiliates or other insurance companies about your transactions with them</li> </ul>
	<ul style="list-style-type: none"> <li>▪ consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property</li> </ul>
	<ul style="list-style-type: none"> <li>▪ other public directories and sources</li> </ul>
	<ul style="list-style-type: none"> <li>▪ third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register or in the event of a claim, third parties including other parties to the claim witnesses, experts loss adjustors and claim handlers</li> </ul>
	<ul style="list-style-type: none"> <li>▪ other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data</li> </ul>

For information about how we have collected personal data in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

**How Does Liberty Mutual Use My Data?**

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

<b><u>Business Purpose</u></b>	<b><u>Data Categories</u></b>
<p><b>Market, sell and provide insurance.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• calculating your premium;</li> <li>• determining your eligibility for a quote;</li> <li>• confirming your identity and service your policy;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Manage your claim.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• managing your claim, if any;</li> <li>• conducting claims investigations;</li> <li>• conducting medical examinations;</li> <li>• conducting inspections, appraisals;</li> <li>• providing roadside assistance;</li> <li>• providing rental car replacement, or repairs;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>



<p><b>Day to Day Business and Insurance Operations.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• creating, maintaining, customizing and securing accounts;</li> <li>• supporting day-to-day business and insurance related functions;</li> <li>• doing internal research for technology development;</li> <li>• marketing and creating products and services;</li> <li>• conducting audits related to a current contact with a consumer and other transactions;</li> <li>• as described at or before the point of gathering personal data or with your authorization;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Security and Fraud Detection.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• detecting security issues;</li> <li>• protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities;</li> <li>• managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs</li> <li>• help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management;</li> <li>• supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Regulatory and Legal Requirements.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• controls and access rights management;</li> <li>• to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred;</li> <li>• exercising and defending our legal rights and positions;</li> <li>• to meet Liberty contract obligations;</li> <li>• to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations;</li> <li>• as otherwise permitted by law.</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Improve Your Customer Experience and Our Products.</b> This includes for example:</p>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> </ul>

<ul style="list-style-type: none"> <li>• improve your customer experience, our products and service;</li> <li>• to provide, support, personalize and develop our website, products and services;</li> <li>• create and offer new products and services;</li> </ul>	<ul style="list-style-type: none"> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Analytics to identify, understand and manage our risks and products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• conducting analytics to better identify, understand and manage risk and our products;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>
<p><b>Customer service and technical support.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• answer questions and provide notifications;</li> <li>• provide customer and technical support;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>

**How Does Liberty Mutual Share My Data?**

Liberty Mutual does not sell your personal data as defined by the California Consumer Privacy Act.

Liberty Mutual shares personal data of California consumers with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Public entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data regarding California consumers to service providers for business purposes:

- |  |                         |
|--|-------------------------|
| Identifiers  | Personal Data;          |
| Protected Classification Characteristics;            | Commercial Information; |
| Internet or other similar network activity;          | Claims Data;            |
| Inferences drawn from other personal information;    | Risk Data;              |
| Professional, employment, and education information; |                         |

For information about how we have shared personal information in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

**What Privacy Rights Do I Have?**

The California Consumer Privacy Act provides California residents with specific rights regarding personal information. These rights are subject to certain exceptions. Our response may be limited as permitted under law.

## Access or Deletion

You may have the right to request that Liberty Mutual disclose certain information to you about our collection and use of your personal data in the twelve (12) months preceding such request, including a copy of the personal data we have collected. You also may have the right to request that Liberty Mutual delete personal data that Liberty Mutual collected from you, subject to certain exceptions.

Specifically, you have the right to request that we disclose the following to you, in each case for the twelve (12) month period preceding your request:

- the categories of personal data we have collected about you;
- the categories of sources from which the personal data was/is collected;
- our business or commercial purpose for collecting personal data;
- the categories of third parties with whom we share personal data;
- the specific pieces of data we have collected about you;
- the categories of personal data about you, if any, that we have disclosed for monetary or other valuable consideration, including the categories of third parties to which we have disclosed the data, by category or categories of personal data for each third party to which we disclosed the personal data; and
- the categories of personal data about you that we disclosed for a business purpose.

### You can make a request by either:

Calling: 800-344-0197

Online: [libertymutualgroup.com/privacy-policy/data-request](https://libertymutualgroup.com/privacy-policy/data-request)

Mail: Liberty Mutual Insurance Company  
175 Berkeley St., 6<sup>th</sup> Floor  
Boston, MA 02116  
Attn: Privacy Office

You may also make a verifiable consumer request on behalf of your minor child.

You or your authorized agent may only make a verifiable consumer request for access or data deletion twice within a twelve (12) month period. The verifiable consumer request must provide sufficient information that allows Liberty Mutual to reasonably verify that you are the person about whom Liberty Mutual collected personal data or an authorized representative of such person; and describe your request with sufficient detail that allows Liberty Mutual to properly understand, evaluate, and respond to it. For more information about how Liberty Mutual will verify your identity and how an authorized agent may make a request on your behalf, go to [libertymutual.com/privacy](https://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

### Response Timing

Liberty Mutual will respond to a verifiable consumer request within forty-five (45) days of its receipt. If more time is needed, Liberty Mutual will inform you of the reason and extension period in writing.

Any disclosures that will be provided will only cover the twelve (12) month period preceding our receipt of the verifiable consumer request. If Liberty Mutual is unable to fulfill your request, you will be provided with the reason that the request cannot be completed. For more information about how we will respond to requests, go to [libertymutual.com/privacy](https://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

### Rights to opt in and out of data selling

California consumers have the right to direct businesses not to sell your personal data (opt-out rights), and personal data of minors under 16 years of age will not be sold, as is their right, without theirs or their parents' opt-in consent. Liberty Mutual does not sell the personal data of consumers. For more information, go to [libertymutual.com/privacy](https://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

**No account needed**

You do not need to create an account with Liberty Mutual to exercise your rights. Liberty Mutual will only use personal data provided in a request to review and comply with the request.

**No discrimination**

You have the right not to be discriminated against for exercising any of your CCPA rights. Unless permitted by the CCPA, exercising your rights will not cause Liberty Mutual to:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services, or a different level or quality of goods or services.

**Will Liberty Mutual Update This Privacy Notice?**

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

**Who Do I Contact Regarding Privacy?**

If you have any questions or comments about this Notice or the Supplemental CCPA Notice, your rights, or are requesting the Notice in an alternative format, please do not hesitate to contact Liberty Mutual at:

**Phone:** 800-344-0197  
**Email:** [privacy@libertymutual.com](mailto:privacy@libertymutual.com)  
**Postal Address:** Liberty Mutual Insurance Company  
175 Berkeley St., 6<sup>th</sup> Floor  
Boston, MA 02116  
Attn: Privacy Office



# INVOICE

Marsh USA Inc.  
Chicago IL  
(312) 627-6000

Page	1 of 2
Invoice Total	20,715.00 USD
Invoice No.	276842182642
Invoice Date	09/20/2022
Effective Date	09/17/2022
Client No.	2768447029
Installment No.	

Billed To: **Dorothy Wisniewski**  
City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016

If you are not currently receiving invoices via e-mail but would like to do so, please notify your Marsh client team.

## Remittance Copy

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer, where permitted by law.

Detach and remit this portion with your payment

Client No.	Invoice No.	Payment Due	Invoice Total	Amount Paid
2768447029	276842182642	Immediate	20,715.00 USD	

Thank you for your prompt payment.

Please indicate Invoice Number 276842182642 on your remittance.

Additionally, for ACH or wire payments, e-mail remittance detail to: [FiduciaryserviceRequest.US@marsh.com](mailto:FiduciaryserviceRequest.US@marsh.com)

By ACH: **Bank Name:** Bank of America  
**ACH Routing No:** 071000039  
**Account Title:** Marsh USA, Inc.  
**Account Number:** 8188190995

By Wire: **Bank Name:** Bank of America  
**Wire Routing Number:** 026009593  
**Account Title:** Marsh USA, Inc.  
**Account Number:** 8188190995

By Mail: Marsh USA, Inc.  
62505 Collection Center Drive  
Chicago, IL 60693-0625 USA

2768421826425 000207150041



# INVOICE

Marsh USA Inc.  
Chicago IL  
(312) 627-6000

Page	2 of 2
Invoice Total	20,715.00 USD
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Billed To: **Dorothy Wisniewski**  
City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016

**Original**  
Policy Holder: **City of Des Plaines**  
Billing Effective Date: **09/17/2022**

Insurer	Policy No./ Project No.	Expiration Date	Description/Type of Coverage	Item	Amount
IRONSHORE SPEC	ISPILLSCMAWG001	09/17/2025	Pollution Legal Liabilit	PREMIUM	20,000.00
IRONSHORE SPEC	ISPILLSCMAWG001	09/17/2025	Pollution Legal Liabilit	SURPLUS LN TAX	700.00
IRONSHORE SPEC	ISPILLSCMAWG001	09/17/2025	Pollution Legal Liabilit	STAMPING FEE	15.00
<b>Invoice Comments:</b>					
Pollution Liability Binder effective 9/17/2022 - 2025 - Policy # ISPILLSCMAWG001					
<b>Invoice Total</b>					20,715.00

Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer, where permitted by law.



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: October 6, 2022

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

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

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

Subject: Bid Award – 2023-2025 Fertilizer and Weed Control Application

**Issue:** The current fertilizer and weed control contract expires on December 31, 2022. One bid was received for this service on September 29, 2022.

**Analysis:** The specifications for the bid required the bidders to provide three-year pricing for performing weed control and fertilizer applications at various locations throughout the City. The applications include the following:

- Broadleaf weed control to all sites and fertilizer to selected high profile sites such as main arterial roads, downtown, and fire stations.
- Growth regulator applications at retention areas,
- Riverwalk treatment application and special project items.

The single bid for this service was received from Beary Landscape Management in the 3-year amount of \$97,963.63 which reflects approximately a 3.9% increase from the previous contract pricing.

**Recommendation:** We recommend approval and award of the 2023-2025 Fertilizer and Weed Control Application contract to Beary Landscape Management in the three-year amount of \$97,963.63. This purchase will be funded from the Facilities Maintenance Miscellaneous Contractual Services account (100-50-535-0000.6195).

**Attachments:**

Resolution R-165-22  
Exhibit A– Beary Landscape Management Contract

CITY OF DES PLAINES

RESOLUTION R - 165 - 22

**A RESOLUTION APPROVING AN AGREEMENT WITH BEARY LANDSCAPE MANAGEMENT FOR FERTILIZER AND WEED CONTROL APPLICATION SERVICES.**

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

**WHEREAS**, the City has appropriated sufficient funds in the Street Maintenance Miscellaneous Contractual Services account for the application of fertilizer and weed control products on certain properties throughout the City ("**Services**"); and

**WHEREAS**, pursuant to Chapter Ten of Title One of the City of Des Plaines City Code, City staff issued an invitation to bid for the procurement of the Services for a three year term; and

**WHEREAS**, the City received one bid which was opened on September 29, 2022; and

**WHEREAS**, Beary Landscape Management ("**Contractor**") submitted the only responsible bid for the performance of the Services in the amount of \$32,010.20 for year one, \$32,650.40 for year two, and \$33,303.03 for year three, for a total not-to-exceed amount of \$97,963.63; and

**WHEREAS**, the City desires to enter into three-year agreement with Contractor for the performance of the Services in the not-to-exceed amount of \$97,963.63 ("**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 to be 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 Agreement.



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

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

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

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

---

**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

DP-Resolution Approving Bid Award to Beary Landscaping Inc. for Fertilizer and Weed Control Application

CITY OF DES PLAINES

CONTRACT FOR

2023-2025 Fertilizer and Weed Application

Full Name of Bidder Beary Landscape Management ("Bidder")
Principal Office Address 15001 159th Street, Lockport, IL 60491
Local Office Address 15 E. University Drive, Arlington Heights, IL 60004
Contact Person Rick Smith Telephone Number 847-269-0842

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

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

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

1. Work Proposal

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

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

- 1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for 2023-2025 Fertilizer and Weed Application services at various locations throughout the City (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition

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

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

2. Contract Price Proposal

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

all subcontractors and suppliers, the compensation set forth below.

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

YEAR	PRICE
2023	\$32,010.20
2024	\$32,650.40
2025	\$33,303.03
Extended 3-Year Total	\$97,963.63

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

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

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

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

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

**3. Contract Time**

A. If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract by January 1, 2023 (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work for the following three-year term:

- Year 1- January 1, 2023 through December 31, 2023
- Year 2- January 1, 2024 through December 31, 2024
- Year 3- January 1, 2025 through December 31, 2025

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

Per Diem Administrative Charge:

\$ 250.00 per day/occurrence

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

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

**4. Financial Assurance**

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a

Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after Owner's acceptance of this Contract.

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

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

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

## 7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the

internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

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

- Bidder has carefully examined and read the ITB and all related documents in their entirety.
- Bidder has attended the pre-bid meeting.
- The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- Bidders has provided a list of client references with a minimum of 4 municipal references.
- Bidder has fully completed the entire Contract form, including the Total Contract Price.
- Bidder has submitted a certified check or bid bond, as required by the Instructions to Bidders (see *Preparation of Contract Proposals* section on Instructions to Bidder page)
- Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. \_\_\_\_\_ **[BIDDERS MUST INSERT ALL ADDENDA NUMBERS]**, has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: September 28, 20 22

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

Bidder's Name: Beary Landscape Management

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

Signature of Bidder or Authorized Agent:  Date: 9/28/22

(corporate seal) Printed Name: Rick Smith  
 (if corporation)

Title/Position: Account Manager

Bidder's Business Address: 15 E. University Drive, Arlington Heights, IL 60004

Bidder's Business Telephone: 847-768-9800 Facsimile: \_\_\_\_\_

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

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

## ACCEPTANCE

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

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

### CITY OF DES PLAINES

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

Printed name: Michael G. Bartholomew

Title: City Manager

#12787998\_v1



## City of Des Plaines 2023-2025 Fertilizer and Weed Application

### Duration of Contract

The City of Des Plaines will award a three year contract for Fertilizing and Weed Control at designated locations throughout the City.

### Work Hours

Gas powered lawn maintenance equipment may only be operated Monday through Friday 7:00 a.m. to 7:00 p.m. and Saturday 8:00 a.m. to 4:00 p.m.

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

### Quality Assurance

1. Work shall be performed in a professional, workmanlike manner using the highest quality materials and equipment.
2. Maintenance checklists form noting completed work must be submitted in person, faxed or emailed to City staff after each application to confirm all work completed. Successful bidder will only be paid for services completed.
3. All Fertilizing and Weed Control Maintenance procedures will conform to accepted horticulture practices.
4. All crew members shall wear uniforms and conduct themselves in a professional manner.
5. The winning bidder shall have a company representative available to regularly meet with City staff to discuss the contract's progress. The representative is required to meet with a City representative before the contract begins. The meeting will ensure the winning bidder is clear on scheduling, contract provisions and site locations.

## STANDARD SPECIFICATIONS

### DETAIL SPECIFICATIONS

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

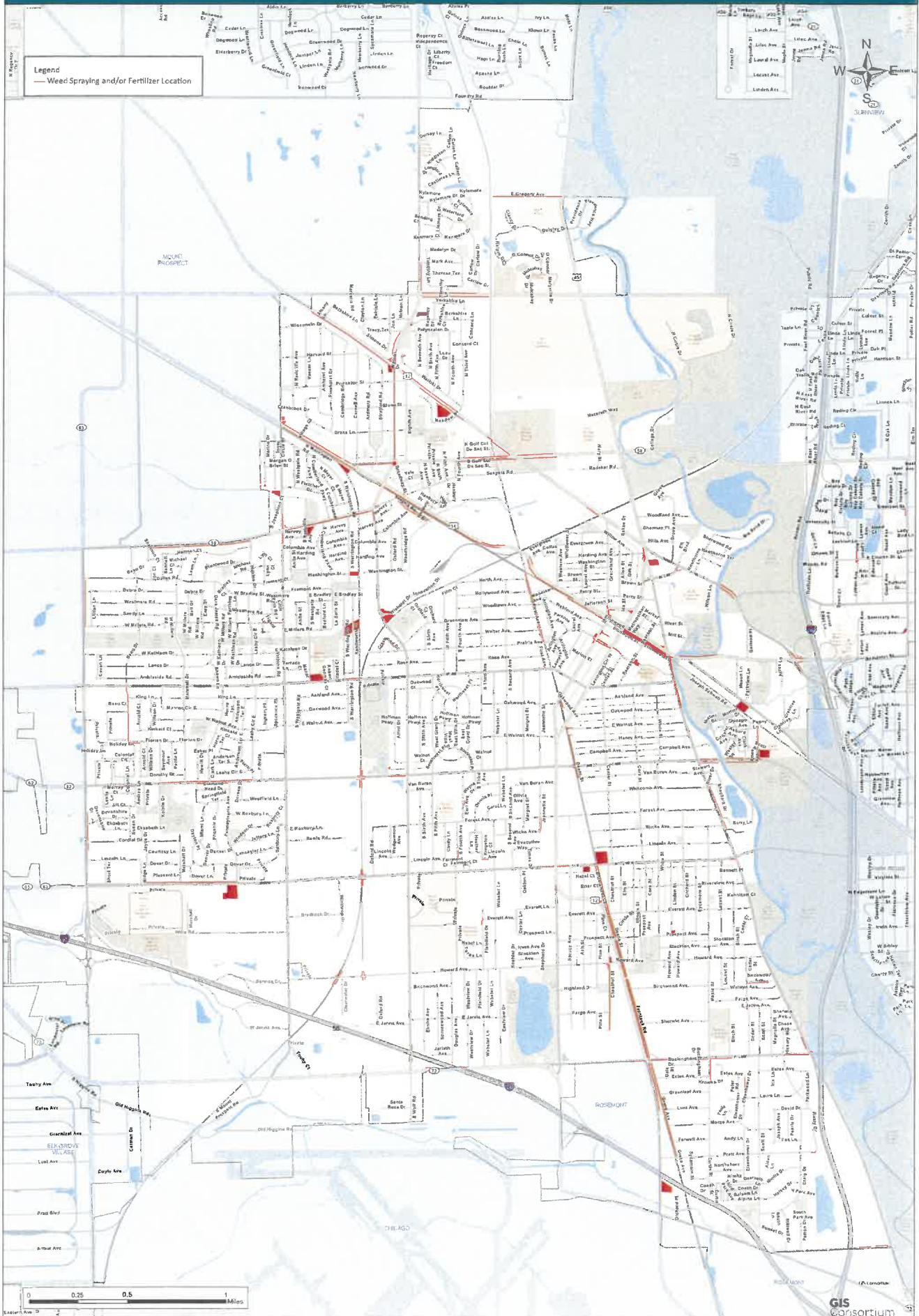
- Contractor shall provide the following documentation prior to beginning work:
  - Verification of Applicator's licenses
  - SDS for all products used throughout all seasons
- All applications shall be performed by contractor and staff which are licensed by the state of Illinois Department of Agriculture.
- All products will be applied in accordance to manufacturers label instructions. Proper public notification shall be consistent with Illinois State Law.
- The successful bidder will be responsible for re-spraying weeds within fourteen (14) days of an application upon contact by the City.
- The Contractor shall notify the Department of Public Works seventy-two (72) hours in advance of work to be performed.
- The Contractor is responsible to ensure that any spray or granular material is not discharged into any storm sewer catch basin, open watercourse, or any storm water conveyance system. Under no circumstances will the fertilizer be swept, washed or otherwise allowed to enter storm drains.
- All granular materials that are deposited on any sidewalks, driveways, parking lots, or other hard surfaces that might allow for the transportation of any fertilizer/herbicide to the City's storm sewer system shall be removed the same day that the Contractor is notified of such.
- Clearly mark areas after application of any fertilizer or weed control product.
- The Contractor's shall notify the City of any turf insect or disease problems that may not be covered by this Contract.
- Fertilizer shall never be applied to frozen ground or during a rain event within the growing season, beginning April 15th through November 30th of each calendar year.
- "Weed-and-Feed" products shall not be used unless approved by the Director of Public Works and Engineering or his designee.
- The exact time of application will be agreed upon by the vendor and the City, dependent on weather and weed germination.

### PRODUCTS

The following products (info sheets are located at end of contract) or equal shall be utilized for this contract; the Contractor shall submit the material specification sheet for alternate products in the bid proposal for approval.

- Barricade is early season crabgrass control
- Dimension is late season crabgrass control
- Embark is growth regulator
- Escalade is spring and fall weed control
- Trupower3 is mid-season weed control
- Finale is vegetation control along riverwalk  
MSDS Sheets attached at end of attachment

The attached checklist details each location to be treated and its application season(s).



2023-2025 Fertilizer and Weed Control Application Bid Specifications

Fertilizer & Weed Control - Downtown District = 5 applications per season

Site Location	Site Sq Ft	Per Application	Per Season
SW Corner of Miner & Graceland	3,132	\$ 7.28	\$36.40
Miner Transit Center	8,735	\$ 19.76	\$98.80
Webford Ave. Parking Lot Parkway & back lot	150	\$ 1.04	\$ 5.20
Municipal Lot on Graceland	749	\$ 1.04	\$ 5.20
Jefferson & Lee ( island)	6,559	\$ 15.60	\$78.00
Prairie Ave. islands - Pearson to Lee	6,717	\$ 15.60	\$78.00
Paroubek Park @ Prairie & Lee	2,925	\$ 7.28	\$36.40
Travel Agency @ Prairie & Lee	1,333	\$ 3.12	\$15.60
SE Corner of River & Miner	1,369	\$ 3.12	\$15.60
McDonalds island ( by original restaurant)	5,370	\$ 12.48	\$62.40
Civic Center & Police lot	7,850	\$ 17.68	\$88.40
NW Corner of River & Miner	5,500	\$ 12.48	\$62.40
SW Corner of River & Miner	7,500	\$ 17.68	\$88.40
NW Corner of Ellinwood & River	3,627	\$ 7.28	\$36.40
NE Corner of Ellinwood & Pearson	630	\$ 1.04	\$ 5.20
SE Corner of Pearson & Miner	1,080	\$ 1.04	\$ 5.20
NW Corner of Ellinwood & Pearson	900	\$ 1.04	\$ 5.20
Island End - Ellinwood & River	50	\$ 1.04	\$ 5.20
Island End - Ellinwood & Pearson	50	\$ 1.04	\$ 5.20
<b>TOTAL SQ FT =</b>	<b>64,226</b>	<b>\$146.64</b>	<b>\$733.20</b>

Non Selective Weed Control Downtown District - 5 Applications per Season

Site Location	Site Sq Ft	Per Application	Per Season
Along fence by parking lot on Ellinwood	585	\$130.00	\$650.00
Lot on Northwest Hwy - East of train station along RR	520	\$130.00	\$650.00
Grates around Trees Uptown plus Sidewalks	14,140	\$390.00	\$1,950.00
<b>TOTAL SQ FT=</b>	<b>15,245</b>	<b>\$650.00</b>	<b>\$3,250.00</b>

2023-2025 Fertilizer and Weed Control Application Bid Specifications

ZONE 1

Broadleaf Weed Control = 2 applications ( ( Red sites include fertilizer ) Yellow indicates 3 applications

Site Location	Site Sq Ft	Per Application	Per Season
Rusty & Pratt	11,115	\$ 21.84	\$43.68
Manheim Rd. (E of WCRR from Oakton to Pratt)	181,980	\$358.80	\$717.60
Manheim Rd. (W of WCRR from Oakton to Restaurant)	152,425	\$348.40	\$1,045.20
Eisenhower Dr. N of Laura	4,312	\$ 8.32	\$ 16.64
Cedar & Jarvis ( Jarvis from Cedar to Magnolia)	13,721	\$27.04	\$ 54.08
Birchwood Dead End ( E of Cedar)	810	\$ 2.08	\$ 4.16
Chestnut Dead End	2,090	\$ 4.16	\$8.32
Chestnut - Howard to Fargo	12,502	\$24.96	\$49.92
SW Corner Howard & Chestnut	868	\$ 2.08	\$ 4.16
Triangle @ Lee & Manheim ( Kmart)	550	\$ 1.04	\$ 2.08
Prospect & Linden	11,176	\$21.84	\$43.68
Illinois Dead End @ cul de sac	2,940	\$ 6.24	\$ 12.48
Triangle @ Chestnut & Circle	2,700	\$ 5.20	\$ 10.40
Oakton R/R Crossing	1,896	\$ 4.16	\$8.32
Firehouse 2 Oakton	4,626	\$10.40	\$31.20
Maple & Touhy SE Corner to East to end of fence	7,232	\$14.56	\$29.12
Maple & Touhy South to Krowka	4,800	\$10.40	\$20.80
<b>TOTAL SQ FT=</b>	<b>415,743</b>	<b>\$871.52</b>	<b>\$2,101.84</b>

**2023 - 2025 Fertilizer and Weed Control Application Bid Specifications  
ZONE 2**

Broadleaf Weed Control = 2 Applications ( Red sites include fertilizer)

Yellow indicates 3 applications

	Site Sq Ft	Per Application	Per Season
Public Works & Campground Rd. ( front of PW to gaurdrail)	64,110	\$146.64	\$ 439.92
Algonquin & Dean(including RR crossing)	11,232	\$21.84	\$43.68
Algonquin & Dean North (north side of Dean to Dead End sign)	6,644	\$13.52	\$27.04
Between Henry & Walnut, Center to UPRR	19,895	\$39.52	\$79.04
Walnut Dead End by WCRR	2,730	\$ 5.20	\$ 10.40
Graceland & Oakwood ( 4 corners)	924	\$ 2.08	\$ 4.16
Prairie Ave. RR Crossing	568	\$1.04	\$ 2.08
First Ave. ( Thacker to North Ave.)	65,600	\$130.00	\$260.00
Woodlawn RR Crossing	512	\$ 1.04	\$ 2.08
River Rd. South of UPRR gaurdrail top of bank	150	\$ 1.04	\$ 2.08
Prairie & River Rd. ( by deep tunnel)	5,604	\$11.44	\$22.88
Miner St. North side of bridge to water tower	3,392	\$ 6.24	\$ 12.48
Church & Lyman by creek & NW Corner	5,010	\$10.40	\$20.80
Lyman, Church to Lechner	1,200	\$2.08	\$ 4.16
NW Corner of Prairie & Potter	800	\$ 2.08	\$ 4.16
Busse Pump Station ( by PW North side of RR)	18,640	\$36.40	\$72.80
Historical Society	16,800	\$38.48	\$ 115.44
Firehouse 1 River Rd.	5,339	\$12.48	\$ 37.44
S. Mannheim Road by I90 just North of the gas station	9,891	\$19.76	\$ 39.52
<b>TOTAL SQ FT=</b>	<b>239,041</b>	<b>\$ 499.20</b>	<b>\$1,200.16</b>

**2023 - 2025 Fertilizer and Weed Control Application Bid Specifications  
ZONE 3**

Broadleaf Weed Control = 2 Applications ( Red sites include fertilizer)

Yellow indicates 3 applications

	Site Sq Ft	Per Application	Per Season
NW Hwy ( Mt. Prospect Rd. to Don's Dock)	370,004	\$846.56	\$ 2,539.68
NW Hwy ( YMCA to Village Ct.)	7,200	\$14.56	\$ 43.68
Cumberland Transit Center-rear slope at W end of Lot only	4,050	\$ 8.32	\$ 24.96
Wolf Rd. median	28,445	\$ 56.16	\$ 168.48
State St. median	11,295	\$22.88	\$68.64
Broadway median	10,336	\$20.80	\$62.40
Cumberland Circle	7,865	\$15.60	\$46.80
Frisbie Senior Center at NW Hwy & Mt. Prospect	4,120	\$8.32	\$ 24.96
<b>TOTAL SQ FT=</b>	<b>443,315</b>	<b>\$993.20</b>	<b>\$2,979.60</b>

**2023 - 2025 Fertilizer and Weed Control Application Bid Specifications**  
**ZONE 4**

Broadleaf Weed Control = 2 Applications ( Red sites include fertilizer)

Yellow indicates 3 applications

	Site Sq Ft	Per Application	Per Season
Jeanette & Forest	12,625	\$24.96	\$49.92
Lincoln & Kingston	2,890	\$6.24	\$12.48
Lincoln & Fourth Ave. Parkway	5,340	\$10.40	\$20.80
Earl & Wayne	6,858	\$13.52	\$27.04
SE Corner of Wolf & Algonquin	570	\$1.04	\$2.08
Oakton St. ( Pennsylvania to Ridge)	52,860	\$104.00	\$208.00
Denver cul de sac	100	\$1.04	\$2.08
Rt. 83 ( Millers to Dulles)	10,160	\$20.80	\$41.60
Rt. 83 (Cordial to KFC, 83 to Devonshire)	2,604	\$5.20	\$10.40
Beau Dr. & Florian Pkwy	10,488	\$20.80	\$41.60
Miller Rd.(Mt. Prospect to Leahy Circle)	7,260	\$14.56	\$29.12
Thacker St. ( Warrington to RR tracks)	4,860	\$10.40	\$20.80
Kenilworth Ct. ( Power lines , North field to RR tracks)	35,815	\$70.72	\$141.44
Kenilworth Ct. ( Power lines , South field to Warrington)	65,361	\$130.00	\$260.00
Crestwood islands	375	\$1.04	\$2.08
Island ( Dead End of Rose, West of Wolf Rd.	400	\$1.04	\$2.08
Wolf Rd. & Wieboldt Dr.	58,650	\$116.48	\$232.96
Warrington & Washington ( open field)	8,601	\$16.64	\$33.28
Dead End of Marina	4,560	\$9.36	\$18.72
Brentwood cul de sac	400	\$1.04	\$2.08
Firehouse 3 Dempster/Thacker	21,839	\$49.92	\$149.76
Beau Ct. median	13,700	\$27.04	\$54.08
<b>TOTAL SQ FT=</b>	<b>312,616</b>	<b>\$656.24</b>	<b>\$1,361.40</b>

**2023 - 2025 Fertilizer and Weed Control Application Bid Specifications**  
**ZONE 5**

Broadleaf Weed Control = 2 Applications ( Red sites include fertilizer)

	Site Sq Ft	Per Application	Per Season
Rand Rd. ( Wolf Rd. to Third Ave.)	61,612	\$121.68	\$ 243.36
SE Corner of Berkshire & Wolf to property line	5,566	\$10.40	\$ 20.80
Rand Rd. ( Wolf to Central)	113,293	\$ 223.60	\$447.20
Central Rd. (Wolf to RR tracks)	34,350	\$ 67.60	\$ 135.20
Island at West end of Waikiki	400	\$ 1.04	\$ 2.08
Windy Point	37,200	\$72.80	\$ 145.60
SW Corner of Wolf & Rand	28,548	\$56.16	\$ 112.32
Wolf Rd. ( Rand to Central )	11,063	\$21.84	\$ 43.68
Wolf Rd. ( Central to North of Madelyn Dr.)	11,016	\$21.84	\$ 43.68
Third & Rand SE Corner along fence	12,345	\$ 23.92	\$ 47.84
Rand Rd. parkway by Moeling Farm	4,950	\$10.40	\$ 20.80
<b>TOTAL SQ FT=</b>	320,343	\$ 631.28	\$ 1,262.56



<b>TURF WEED ONLY - STATE ROUTES = 3 Applications per Season</b>	<b>Site Sq Ft</b>	<b>Per Application</b>	<b>Per Season</b>
N Side Algonquin ( from Stark Pl. to shopping center)	93,480	\$185.12	\$555.36
S Side Algonquin (from Pennsylvania to Friendship Park)	27,420	\$ 54.08	\$162.24
S Side Algonquin (from Andrea Ln. to carwash at Elmhurst Rd.)	26,145	\$ 52.00	\$156.00
S Side of Golf (Shannon Ct. to Wilkins)	43,568	\$ 86.32	\$258.96
S Side of Golf (Fourth Ave. to Rand Rd.)	25,408	\$49.92	\$149.76
N Side of Golf (Rand to Third)	19,200	\$ 38.48	\$115.44
S Side of Rand (RR to Boardwalk carwash including triangle)	102,420	\$202.80	\$608.40
N Side of Rand(from truck shop beside cemetery to RR tracks, 15 Ft.)	31,376	\$ 62.40	\$187.20
S Side of Golf(Rand to Alden of Des Plaines)	17,240	\$ 34.32	\$102.96
N Side of Golf( Wally's Auto to Rand )	30,990	\$ 61.36	\$184.08
River Rd. ( Barry to Stuart, along fence)	6,685	\$ 13.52	\$40.56
<b>TOTAL SQ FT=</b>	<b>423,932</b>	<b>\$840.32</b>	<b>\$2,520.96</b>

**2023 - 2025 Fertilizer and Weed Control Application Bid Specifications**

**NON SELECTIVE HERBICIDE = 3 APPLICATIONS**

2 foot buffer along tracks - measure in linear feet

<b>SITE LOCATION</b>	<b>Site Sq Ft</b>	<b>Per Application</b>	<b>Per Season</b>
Manheim Rd. East side (Oakton to Touhy-NOT along barrier wall)	5,131	\$88.40	\$265.20
Manheim Rd. West side(Starbucks to Oakton)	6,471	\$111.28	\$333.84
NW Hwy(Mt. Prospect Rd. to Don's Dock)	6,176	\$109.20	\$327.60
Oakwood (Lee to Graceland-along tracks)	3,600	\$62.40	\$187.20
First Ave. (Thacker to North Ave.)	2,400	\$41.60	\$124.80
Webford Ave. - in rear by RR tracks	550	\$9.36	\$28.08
Lot on NW Hwy- across from Don's Dock to Walgreens	1,000	\$16.64	\$49.92
Emerson & Potter - SW Corner	780	\$13.52	\$40.56
SW Corner Prospect & Lee(317 Prospect) back portion of lot	6,800	\$116.48	\$349.44
Lyman(Potter to Prairie along guardrail)	1,300	\$21.84	\$65.52
Wolf & Golf (Seegers Rd.-guardrails both sides to gate)	700	\$12.48	\$37.44
Cumberland Transit Center- along fence by rocks	500	\$9.36	\$28.08
RR Crossing at Rand- by Pesches	500	\$9.36	\$28.08
Plainfield(North of Everett along fence)	600	\$10.40	\$31.20
Algonquin RR Crossing -West of Wolf	500	\$9.36	\$28.08
Howard St.- both RR Crossings	950	\$16.64	\$49.92
Oakton Tank-fenceline around lot	2,850	\$48.88	\$146.64
RR Crossing on Oakton West of Wolf	500	\$9.36	\$28.08
Rand & Third-two fencelines plus sidewalk	1,925	\$33.28	\$99.84
North side of Rand-fenceline plus sidewalk(East of Wolf to Third)	8,629	\$147.68	\$443.04
North side of Rand-fenceline (West of Wolf to City sign))	2,100	\$36.40	\$109.20
Dead End of Douglas	200	\$3.12	\$9.36
NE Corner of Wolf & Rand-fenceline N of Rand on Wolf	1,100	\$17.68	\$53.04
Oakton St. North side(Pennsylvania to Marshall-sidewalk to fence)	3,150	\$54.08	\$162.24
Busse Rd. Pump Station-tracks plus uncut portion of incline	1,200	\$20.80	\$62.40
Frisbie Senior Center rear fenceline	700	\$12.48	\$37.44

2023 - 2025 Fertilizer and Weed Control Application Bid Specifications

NON SELECTIVE HERBICIDE = 3 APPLICATIONS

SITE LOCATION	Site Sq Ft	Per Application	Per Season
S Curve NW Hwy-guardrails	2850	\$48.88	\$ 146.64
NW Hwy curblines-Commuter Parking Lot to Graceland curblines	950	\$17.68	\$ 53.04
Rand Rd. East of River-guardrail, curb & bridge to Ballard Rd.	720	\$ 12.48	\$ 37.44
I-94 underpass(Devon West of River North side sidewalk to berm)	1050	\$17.68	\$ 53.04
Manheim-North of Higgins, pole to bridge then up to driveway	845	\$14.56	\$ 43.68
Touhy & I-90 bridge (guardrail to bushes-inside of sidewalk E & W sides)	4680	\$80.08	\$ 240.24
Wolf Rd. (North of Touhy, East side from drive to power box & overpass)	615	\$ 10.40	\$ 31.20
Wolf Rd. (North of Touhy, West side under I-90, guardrail to driveway)	1530	\$26.00	\$ 78.00
Chestnut & Howard(fence line behind gas station- 1 ft. width)	882	\$15.60	\$ 46.80
Golf Rd. retention ponds-South side of Rd.	369	\$ 6.24	\$ 18.72
Central & Wolf-East of Wolf, South side of Central along timbers	830	\$14.56	\$ 43.68
Algonquin & Dean RR Tracks(Van Buren to Walnut)	1,322	\$ 22.88	\$ 68.64
S Side Rand-fence line from Wolf to car dealer at City limit	2,277	\$38.48	\$115.44
W Side of Wolf-fence line(Tracy to Windy Point)	765	\$13.52	\$ 40.56
Ellinwood & River	1,050	\$17.68	\$ 53.04
Rand & Dempster	1,200	\$ 20.80	\$ 62.40
Prairie & Graceland	730	\$12.48	\$ 37.44

CONCRETE ISLANDS	Site Sq Ft	Per Application	Per Season
Rand & River	8,140	\$ 139.36	\$ 418.08
Graceland & Jefferson	240	\$ 4.16	\$ 12.48
Broadway & NW Hwy	176	\$ 3.12	\$ 9.36
State & NW Hwy	4,055	\$69.68	\$ 209.04
Elk & River	1,150	\$19.76	\$ 59.28
Algonquin & Wolf	400	\$ 7.28	\$ 21.84
Oakton & Lee	500	\$ 8.32	\$ 24.96
Manheim & Lee	450	\$ 7.28	\$ 21.84
Oakton & River	1,890	\$ 4.16	\$ 12.48

2023 - 2025 Fertilizer and Weed Control Application Bid Specifications

CONCRETE ISLANDS -3 Applications per Season	Site Sq Ft	Per Application	Per Season
Rand & Elk	625	\$ 10.40	\$ 31.20
Miner & River	620	\$ 10.40	\$ 31.20
Wolf & Golf- West to Mt. Prospect	9,950	\$170.56	\$ 511.68
Touhy & Manheim - all islands	1,000	\$17.68	\$ 53.04
Touhy & River - all islands	3,900	\$ 67.60	\$ 202.80
Golf & Rand - all islands	2,400	\$ 41.60	\$ 124.80
Wolf & Rand- all islands	1,855	\$ 31.20	\$ 93.60
Prairie & Lee- all islands	400	\$ 7.28	\$ 21.84
Island-Golf West of Rand at RR Tracks	5,000	\$ 86.32	\$ 258.96
Island on Rand @ RR Tracks- North of Golf	1,200	\$ 20.80	\$ 62.40
Islands @ Golf /Seegers/Wolf	4,200	\$ 72.80	\$ 218.40
Island @ Golf & Mt. Prospect	1,000	\$ 17.68	\$ 53.04
Islands on Golf West from Wolf to Mt. Prospect	16,820	\$291.20	\$ 873.60
Island on Wolf by RR Tracks-North of Thacker	2,000	\$ 34.32	\$ 102.96
<b>TOTAL SQ FT=</b>	<b>150,948</b>	<b>\$ 2,575.04</b>	<b>\$ 7,725.12</b>

2023 - 2025 Fertilizer and Weed Control Application Bid Specifications

GROWTH REGULATOR LOCATIONS

3 Applications per Season

Growth Regulator Locations	Site Sq Ft	Per Application	Per Season
Retention area behind strip mall at Central & Wolf	24,176	\$98.80	\$ 296.40
Ditchline south side of Central east of Wolf	42,700	\$172.64	\$ 517.92
Retention behind the houses on Concord Ln	54,000	\$218.40	\$ 655.20
Retention on Golf east of S. Radcliffe	21,300	\$ 86.32	\$ 258.96
Retention area along Rand Rd & Meadow Dr	88,700	\$359.84	\$ 1,079.52
Retention on Inner Circle Dr	59,300	\$240.24	\$ 720.72
Retention area at pump station on Busse Hwy	12,000	\$48.88	\$ 146.64
<b>TOTAL SQ FT=</b>	302,176	\$ 1,225.12	\$ 3,675.36

2023 - 2025 Fertilizer and Weed Control Application Bid Specifications

Additional Vegetation Control

5 Applications per Season

Yellow indicates 3 applications

Additional Vegetation Control	Site Sq Ft	Per Application	Per Season
Rocks along Riverwalk Trails (Campground Rd to rear of Wheels on Rand)	16,000	\$ 780.00	\$ 2,340.00
405 S. River Rd-Fire Station 61 (along exterior fenceline of parking lot)		\$ 93.60	\$ 468.00
Alley behind stores at Wolf & Algonquin (northeast corner)	7,350	\$218.40	\$ 1,092.00
Police Impound Yard at PW Department and Fencelines	36,315	\$260.00	\$ 1,300.00
		\$	\$
		\$	\$
		\$	\$
<b>TOTAL SQ FT=</b>	59,665	\$ 1,352.00	\$ 5,200.00

## Schedule of Prices

Location	2023	2024	2025
Downtown District	\$733.20	\$747.86	\$762.82
Zone 1	\$2,101.84	\$2,143.88	\$2,186.75
Zone 2	\$1,200.16	\$1,224.16	\$1,248.65
Zone 3	\$2,979.60	\$3,039.19	\$3,100.00
Zone 4	\$1,361.40	\$1,388.63	\$1,416.40
Zone 5	\$1,262.56	\$1,287.81	\$1,313.57
State Routes	\$2,520.96	\$2,571.38	\$2,622.81
Non-Selective Herbicide	\$10,975.12	\$11,194.62	\$11,418.51
Growth Regulator	\$3,675.36	\$3,748.87	\$3,823.84
Additional Vegetation Control	\$5,200.00	\$5,304.00	\$5,410.08
<b>Extended Total Yearly Cost</b>	<b>\$32,010.20</b>	<b>\$32,650.40</b>	<b>\$33,303.03</b>

THREE YEAR TOTAL                     \$97,963.63                    

\*\*\*ATTACH FIVE REFERENCES WITH A MINIMUM OF 4 MUNICIPAL REFERENCES



## PARTIAL REFERENCE LIST

### Village of Glen Ellyn

Jennifer Brown

[jenniferb@glenellyn.org](mailto:jenniferb@glenellyn.org)

630-547-5533

### Carol Stream Park District

Randy Anderson

[randya@csparks.org](mailto:randya@csparks.org)

630-784-6166

### Elk Grove Park District

John Howell

[jhowell@elkgrovecparks.org](mailto:jhowell@elkgrovecparks.org)

847-228-3486

### Village of Mount Prospect

Matt Stickels

[mstickels@mountprospect.org](mailto:mstickels@mountprospect.org)

847-870-5640

### S & C Electric

John Desmond

[jdesmond@sandc.com](mailto:jdesmond@sandc.com)

773-973-6188



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

Date: October 6, 2022

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

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

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

Subject: Bid Award – Downtown Landscape Maintenance

**Issue:** The current downtown landscaping contract expires on December 15, 2022. Three bids were received for this service on September 29, 2022.

**Analysis:** The specifications for the bid required the bidders to provide pricing for three categories for annual pricing: Landscape Maintenance--which includes mowing, hardscape weeding; Perennials and Annuals--which includes installation and maintenance of planting beds and raised planter pot annual rotations; and Irrigation Systems--which includes start-up and winterization for all irrigation systems. Additional pricing is included for supplemental maintenance, as required (750 hours estimated). This contract will carry a one-year term with up to two additional extensions based on successful performance.

A summary of the three bids for annual landscape maintenance price is below:

COMPANY	Year 1 Annual Price	Year 2 Annual Price	Year 3 Annual Price	3 Year Total Price
Bearly Landscaping	\$112,984	\$115,263	\$117,638	\$345,885.00
City Escape Garden & Design, LLC	\$112,799	\$115,602.50	\$121,157.25	\$349,558.75
Fleck's Landscaping	\$255,507	\$255,507	\$255,507	\$766,520.00

A summary of hourly rates for additional supplemental maintenance is as needed is shown below:

<b>COMPANY</b>	<b>Year 1 Supplemental Maintenance</b>	<b>Year 2 Supplemental Maintenance</b>	<b>Year 3 Supplemental Maintenance</b>
Beary Landscaping	\$23,878 \$31.84/hr.	\$24,263 \$32.35/hr.	\$24,748 \$32.99/hr.
City Escape Garden & Design, LLC	\$22,500 \$30/hr.	\$24,375 \$32.50/hr.	\$26,250 \$35/hr.
Fleck’s Landscaping	\$32,850 \$43.80/hr.	\$32,850 \$43.80/hr.	\$32,850 \$43.80/hr.

Of the three bids received, Beary Landscape Management provided the lowest bid for the three years of annual contract pricing and the lowest cost for supplemental maintenance, as required. Beary Landscaping, Inc. was awarded and completed similar landscape maintenance contracts for the City of Des Plaines with positive results.

**Recommendation:** We recommend approval and award of the 2023 Downtown Landscape Maintenance contract to Beary Landscape Management, 15 E. University Drive, Arlington Heights, IL, 60004, in yearly amount of \$112,984, with additional labor cost (at the hourly rate of \$31.84 per hour) for a total not-to-exceed cost of \$136,862. Source funding for this contract will be from the Street Maintenance Miscellaneous Contractual Services account (100-50-530-0000.6195).

**Attachments:**

Resolution R-166-22

Exhibit A–Beary Landscape Management Contract

**CITY OF DES PLAINES**

**RESOLUTION R - 166 - 22**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
BEARY LANDSCAPE MANAGEMENT FOR DOWNTOWN  
LANDSCAPE MAINTENANCE.**

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

**WHEREAS**, the City has appropriated sufficient funds in the Street Maintenance Miscellaneous Contractual Services account for the performance landscape maintenance, perennial and annual plant maintenance, and irrigation systems within the downtown area (collectively, the "*Work*"); and

**WHEREAS**, pursuant to Chapter Ten of Title One of the of the City of Des Plaines City Code, City staff solicited bids for three years of fixed pricing for the performance of the Work; and

**WHEREAS**, the City received three bids which were opened on September 29, 2022; and

**WHEREAS**, Beary Landscape Management ("*Contractor*") submitted the lowest responsible bid for the performance of the Work; and

**WHEREAS**, the City desires to enter into an agreement with Contractor for the performance of Work in an amount of \$112,984, plus supplemental maintenance at a rate of \$31.84 per hour, for a total not-to-exceed amount of \$136,862 for the first year, with the option to renew for the second year in an amount of \$115,263, plus supplemental maintenance at a rate of \$32.35 per hour, for a total not-to-exceed year-two amount of \$139,526, and for the third year in an amount of \$117,683, plus supplemental maintenance at a rate of \$32.99 per hour, for a total not-to-exceed year-three amount of \$142,386 ("*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 Agreement.

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

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Bid Award to City Escape Garden & Design, LLC for Downtown Landscape Maintenance

CITY OF DES PLAINES

CONTRACT FOR

2023 Downtown Landscape Maintenance

Full Name of Bidder Beary Landscape Management ("Bidder")  
Principal Office Address 15001 159th Street, Lockport, IL 60481  
Local Office Address 15 E. University Drive, Arlington Heights, IL 60004  
Contact Person Rick Smith Telephone Number 847-269-0842

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

*Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 \_\_\_\_\_ [if none, write "NONE"], which are securely stapled to the end of this Contract.*

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

**1. Work Proposal**

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

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

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

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

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

**2. Contract Price Proposal**

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

all subcontractors and suppliers, the compensation set forth below.

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

2023 TOTAL CONTRACT PRICE (in numbers):

\$ 136,862.00

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

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

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

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

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of

lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

### 3. Contract Time

A. If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence work ***not later than April 1, 2023 (weather dependent), provided that Bidder shall have furnished Owner all bonds and all insurance certificates specified in the Contract/Proposal, and shall end on the December 15, 2023 (weather dependent)*** the "Completion Date". The Owner will have the right to renew this Contract/Proposal for two additional one-year renewal terms (each, a "Renewal Term") by providing Bidder with written notice of renewal at least 60 days prior to the expiration of the Term or the applicable Renewal Term. Owner may terminate this Contract/Proposal at its convenience by providing Bidder 30 days advance written notice thereof. At all times during the Term and any Renewal Term, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work in accordance with this Contract/Proposal, as directed by Owner, and more fully described in Attachment A.

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

Per Diem Administrative Charge:

\$ 250.00 per day/occurrence

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

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

### 4. Financial Assurance

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company

acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after Owner's acceptance of this Contract.

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in

compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

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

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

## 7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

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

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of

Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.



## ACCEPTANCE

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

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

### CITY OF DES PLAINES

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

Printed name: Michael G. Bartholomew

Title: City Manager

#12787998\_v1



# City of Des Plaines Landscape Maintenance STANDARD SPECIFICATIONS

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

## Duration of Contract

The City of Des Plaines will award a one year contract for Landscape Maintenance that will begin as weather permits, however not after April 1, 2023 and end on December 15, 2023 (weather permitting). Upon successful completion of the contract, up to two renewals of the contract can be awarded. The contract is set up into four sections:

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

## 2. Work Hours

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

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

## 3. Quality Assurance

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

for actual work completed.

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

## **Part 1—Landscape Maintenance**

### **A. Downtown Area**

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

A list of general areas for Landscape maintenance work are:

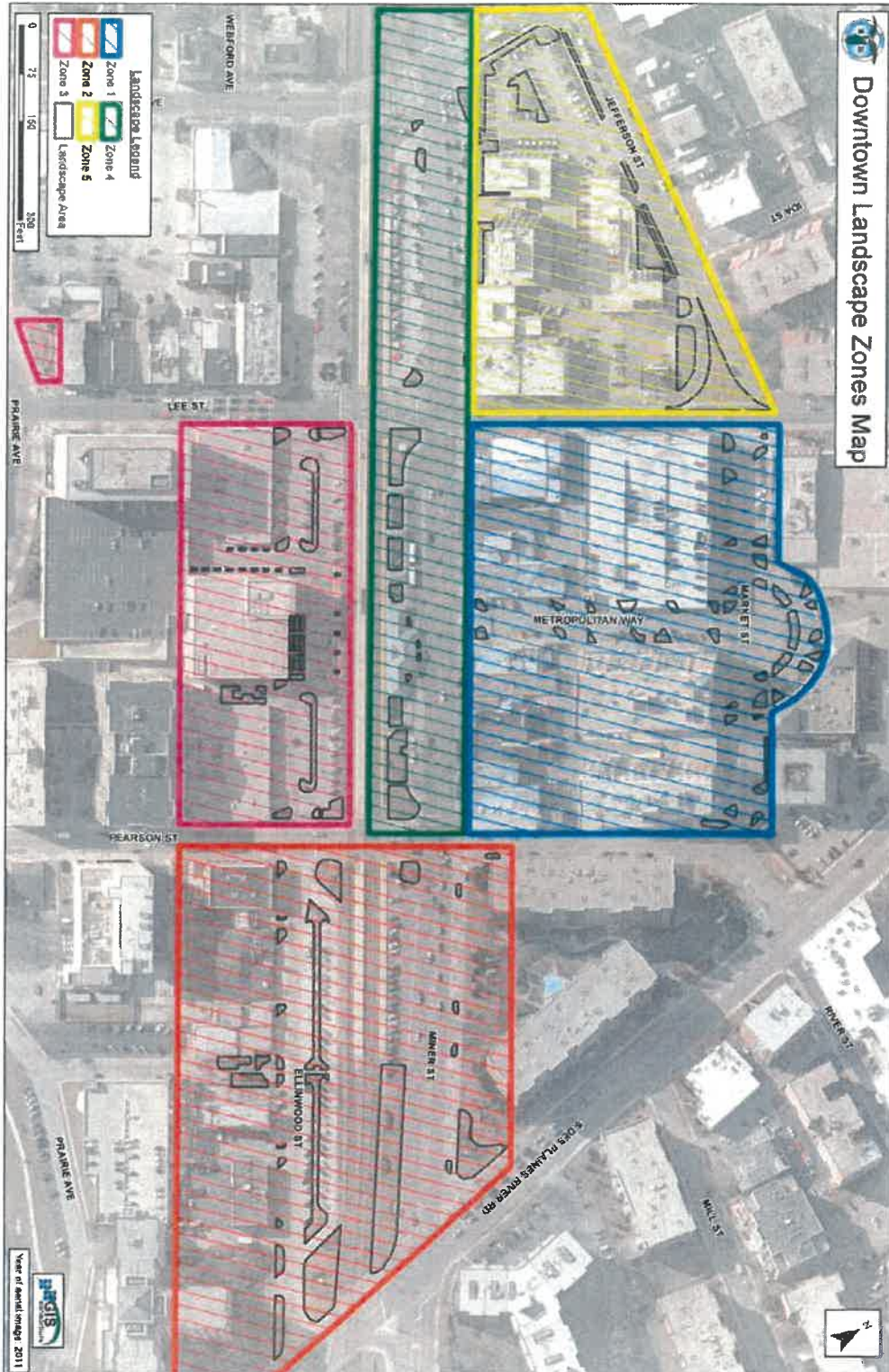
**Zone 1**—Area bounded by Pearson St. to the east; Lee St. to the west; Miner St. to the south and north end of Metropolitan Square to the north.

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

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

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

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



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

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

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

### **TURF MAINTENANCE (MOWING AND EDGING)**

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

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

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

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

### **WEED AND DEBRIS REMOVAL**

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

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

### **SHRUB PRUNING AND TRIMMING**

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

minimize blockage of irrigation head spray patterns.

### **TREES**

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

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

### **SPRING CLEAN-UP**

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

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

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

### **FALL CLEAN-UP**

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

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

**EDGE AND CULTIVATE LANDSCAPE BEDS**

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

**HARD SURFACE CLEANING**

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

**Downtown Landscape Maintenance Pricing**

	2023	2024 (if applicable)	2025 (if applicable)
ZONE 1	\$8,086.00	\$8,248.00	\$8,413.00
ZONE 2	\$3,735.00	\$3,810.00	\$3,886.00
ZONE 3	\$3,512.00	\$3,582.00	\$3,654.00
ZONE 4	\$3,556.00	\$3,627.00	\$3,700.00
ZONE 5	\$3,173.00	\$3,236.00	\$3,301.00
<b>TOTAL</b>	<b>\$22,062.00</b>	<b>\$22,503.00</b>	<b>\$22,954.00</b>

**C—SUPPLEMENTAL MAINTENANCE AS REQUIRED**

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

**Part 2—Perennials and Annuals**

**A. Downtown Planters**

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

Spring Annual Rotation shall include:

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

# SPRING ANNUAL ROTATION 48" DIAMETER POT



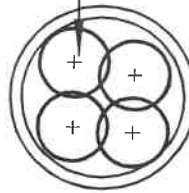
6 - 6" SPECIALTY ANNUALS FOR HEIGHT  
18 - 4" SPECIALTY ANNUALS  
10 - 4" TRAILING ANNUALS

# SUMMER ANNUAL ROTATION 48" DIAMETER POT



6 - 6" SPECIALTY ANNUALS FOR HEIGHT  
18 - 4" SPECIALTY ANNUALS  
10 - 4" TRAILING ANNUALS

# FALL MUM ROTATION 48" DIAMETER POT



4 - 2 GALLON MUMS

# WINTER ANNUAL ROTATION 48" DIAMETER POT



KEY:

- D - 1 EACH - DOGWOOD DARK RED HEART BRANCHES
- N - 1 EACH - BUNCHES NOBLE FR 75# BALE
- S - 1 EACH - BULK GREYS SILVER FR 75# BALE
- P - 1 EACH - BULK GREYS SHORE PINE 75# BALE
- M - 1 EACH - BUNCHES WATERBERRY LARGE (30" - 36" STEMS)
- E - 1 EACH - BUNCHES BUCKLEBUSH SEEDS
- O - 1 EACH - BUNCHES OREGONA
- C - 1 EACH - BUNCHES CEDAR NEEDLES
- B - 1 EACH - BUNCHES EUCALYPTUS BABY BLUE
- H - 1 EACH - BUNCHES RED HUCKBERRY

CITY OF DES PLAINES	
client:	revised:
scale: 1" = 4'-0"	date: 02/2/2022
PRINT TO SCALE 1/8" x 1/8"	checked by: BEARY LANDSCAPING
drawn by: JIM BEARY	drawing: VER U



- 10-4" trailing annuals

Summer Annual Rotation shall include:

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

Fall Mum Rotation shall include:

- 4-2 gallon mums per pot

Winter Decoration Rotation completed by 3<sup>rd</sup> week in November shall include:

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

Downtown Planters Pricing	2023		2024 (if applicable)		2025 (if applicable)	
	Spring Annuals	Per pot	\$185.00	Per pot	\$189.00	Per pot
	53 pots	\$9,805.00	53 pots	\$10,017.00	53 pots	\$10,229.00
Summer Annuals	Per pot	\$185.00	Per pot	\$189.00	Per pot	\$193.00
	53 pots	\$9,805.00	53 pots	\$10,017.00	53 pots	\$10,229.00
Fall Mums	Per pot	\$77.00	Per pot	\$79.00	Per pot	\$81.00
	53 pots	\$4,081.00	53 pots	\$4,187.00	53 pots	\$4,293.00
Winter Decoration	Per pot	\$202.00	Per pot	\$206.00	Per pot	\$210.00
	53 pots	\$10,706.00	53 pots	\$10,918.00	53 pots	\$11,130.00
<b>Annual TOTAL</b>	\$34,397.00		\$35,139.00		\$35,881.00	

**B—PERENNIALS AND ANNUALS, LANDSCAPE BEDS**

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

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

Landscape Bed Pricing	Spring 2023	Summer 2023	Fall 2023	Spring 2024 (if applicable)	Summer 2024 (if applicable)	Fall 2024 (if applicable)
Zone 1	\$1,275.00	\$2,550.00	\$2,550.00	\$1,300.00	\$2,601.00	\$2,601.00
Zone 2	\$956.00	\$2,550.00	\$1,909.00	\$975.00	\$2,601.00	\$1,947.00
Zone 3	\$1,909.00	\$2,971.00	\$1,909.00	\$1,947.00	\$3,030.00	\$1,947.00
Zone 4	\$956.00	\$2,121.00	\$1,275.00	\$975.00	\$2,163.00	\$1,300.00
Zone 5	\$956.00	\$2,121.00	\$1,275.00	\$975.00	\$2,163.00	\$1,300.00
<b>TOTAL</b>	<b>\$6,052.00</b>	<b>\$12,313.00</b>	<b>\$8,918.00</b>	<b>\$6,172.00</b>	<b>\$12,558.00</b>	<b>\$9,095.00</b>

<b>Landscape Bed Pricing (cont)</b>	<b>Spring 2025 (if applicable)</b>	<b>Summer 2025 (if applicable)</b>	<b>Fall 2025 (if applicable)</b>
Zone 1	\$1,326.00	\$2,653.00	\$2,653.00
Zone 2	\$995.00	\$2,653.00	\$1,986.00
Zone 3	\$1,986.00	\$3,091.00	\$1,986.00
Zone 4	\$995.00	\$2,206.00	\$1,326.00
Zone 5	\$995.00	\$2,206.00	\$1,326.00
<b>TOTAL</b>	<b>\$6,297.00</b>	<b>\$12,809.00</b>	<b>\$9,277.00</b>

2020 TOTAL           \$27,283.00           (2023)

2021 TOTAL (if applicable)           \$27,825.00           (2024)

2022 TOTAL (if applicable)           \$28,383.00           (2025)

**C—SUPPLEMENTAL WATERING**

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

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

## A. Description

There are nine irrigation systems located within the maintenance area.

Locations include:

1. Library Plaza (includes Ellinwood from Pearson to Lee)-12 zones
2. Ellinwood from Lee to Graceland-5 zones
3. Ellinwood Lee to River-9 zones
4. Miner St. Graceland to Lee (North Side)-8 zones
5. Miner St. Graceland to Lee (South Side)-4 zones
6. Miner St. Lee to Pearson-6 zones
7. Miner St. River to Pearson and River from Miner to Pearson-11 zones
8. Metropolitan Square-8 zones

## B. Annual Start-Up and Winterization

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

## C. Maintenance of System During the Season

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

### IRRIGATION SYSTEM START UP AND WINTERIZATION

#### Pricing

	2023	2024 (if applicable)	2025 (if applicable)
Library Plaza	\$763.00	\$778.00	\$794.00
Ellinwood (Lee to Graceland)	\$318.00	\$324.00	\$330.00
Ellinwood (Pearson to River)	\$573.00	\$584.00	\$596.00
Miner St. N. side (Graceland to Lee)	\$510.00	\$520.00	\$530.00
Miner St. S. side (Graceland to Lee)	\$255.00	\$260.00	\$265.00
Miner St. from Lee to Pearson	\$380.00	\$388.00	\$396.00
Miner St. from River to Pearson	\$255.00	\$260.00	\$265.00
Metropolitan Square	\$510.00	\$520.00	\$530.00
Golf Rd. and Wolf Rd.	\$318.00	\$324.00	\$330.00
Hourly rate for Irrigation repairs Rate x 85 hours	\$4,960.00	\$5,059.00	\$5,160.00
<b>TOTAL</b>	<b>\$8,842.00</b>	<b>\$9,017.00</b>	<b>\$9,196.00</b>

## SCHEDULE OF PRICES

### 1. LANDSCAPE MAINTENANCE

	2023	2024 (if applicable)	2025 (if applicable)
DOWNTOWN LANDSCAPING ANNUAL PRICE	\$22,062.00	\$22,503.00	\$22,954.00
SUPPLEMENTAL MAINTENANCE AS REQUIRED Hourly Rate x 750 HOURS	\$23,878.00	\$24,263.00	\$24,748.00
TOTAL	\$45,940.00	\$46,766.00	\$47,702.00

### 2. PERENIALS AND ANNUALS

	2023	2024 (if applicable)	2025 (if applicable)
DOWNTOWN PLANTERS ANNUAL PRICE	\$34,397.00	\$35,139.00	\$35,881.00
LANDSCAPE BEDS ANNUAL PRICE	\$27,283.00	\$27,825.00	\$28,383.00
SUPPLEMENTAL WATERING PRICE 400 HOURS (20 HRS PER WEEK FOR 20 WEEKS)	\$20,400.00	\$20,808.00	\$21,224.00
TOTAL	\$82,080.00	\$83,772.00	\$85,488.00

### 3. IRRIGATION SYSTEM

	2023	2024 (if applicable)	2025 (if applicable)
START-UP AND WINTERIZATION ANNUAL PRICE	\$ 3,882.00	\$3,958.00	\$4,036.00
Hourly rate for Irrigation repairs Rate x 85 hours	\$4,960.00	\$5,059.00	\$5,160.00
TOTAL	\$8,842.00	\$9,017.00	\$9,196.00

**2023 Downtown Landscape Maintenance Total (Items 1,2,3) \$ 136,862.00**

**\*2024 Downtown Landscape Maintenance Total (Items 1,2,3) \$ 139,555.00**

**\*2025 Downtown Landscape Maintenance Total (Items 1,2,3) \$ 142,386.00**

\*if applicable

**ADDITIONAL PRICING**

	2023	2024 (if applicable)	2025 (if applicable)
Additional Mulch Installed per cubic yard	\$77.00	\$80.00	\$82.00
Aerating Greenspaces (per complete circuit)	\$816.00	\$832.00	\$850.00
Power Raking Greenspaces (per complete circuit)	\$1,020.00	\$1,040.00	\$1,061.00

**ATTACH FIVE REFERENCES WITH A MINIMUM OF 4 MUNICIPAL REFERENCES**

Please list any subcontractors who will be utilized in completing the services included in the City of Des Plaines 2023 Contract for Landscape Maintenance in the chart below:

Company	Address	Contact Information



## PARTIAL REFERENCE LIST

### Village of Glen Ellyn

Jennifer Brown

[jenniferb@glenellyn.org](mailto:jenniferb@glenellyn.org)

630-547-5533

### Carol Stream Park District

Randy Anderson

[randya@csparks.org](mailto:randya@csparks.org)

630-784-6166

### Elk Grove Park District

John Howell

[jhowell@elkgrovecparks.org](mailto:jhowell@elkgrovecparks.org)

847-228-3486

### Village of Mount Prospect

Matt Stickels

[mstickels@mountprospect.org](mailto:mstickels@mountprospect.org)

847-870-5640

### S & C Electric

John Desmond

[jdesmond@sandc.com](mailto:jdesmond@sandc.com)

773-973-6188

**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, OCTOBER 3, 2022**

**CALL TO ORDER**

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 6:03 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, October 3, 2022.

**ROLL CALL**

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Oskerka, Zadrozny, Brookman, Smith, Ebrahimi. Absent: Chester. A quorum was present.

**CLOSED SESSION**

Moved by Oskerka, seconded by Zadrozny to enter into Closed Session under the following sections of the Open Meetings Act – Probable or Imminent Litigation, Personnel, Sale of Property, Purchase or Lease of Property, and Litigation.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Brookman, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Chester

Motion declared unanimously carried.

The City Council recessed at 6:04 p.m.

The City Council reconvened at 7:05 p.m.

Roll call indicated the following Alderman present: Moylan, Oskerka, Zadrozny, Brookman, Smith, Ebrahimi. Absent: Lysakowski, Chester. A quorum was present.

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Director of Public Works and Engineering Oakley, Director of Community and Economic Development Carlisle, Fire Chief Anderson, Police Chief Anderson, and General Counsel Weiss.

**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 October as Global Diversity Awareness Month and October 3<sup>rd</sup> to October 7<sup>th</sup>, 2022 as National Diversity Week.

**PUBLIC COMMENT**

Resident Marian Cosmides asked about the process for a resident to request an Economic Development Commission.

Mayor Goczkowski stated residents can submit a suggestion to the City, and if an Economic Development Commission is reestablished, the appointments are made by the Mayor.

Resident Marian Cosmides also requested a weight limit sign to be posted on Webford Avenue.

Director of Public Works and Engineering Oakley stated a weight limit sign can be added to Webford Avenue.

Resident Marian Cosmides thanked her neighbors for a well-attended block party on Webford Avenue.

Resident Liz Bowman mentioned there is a new Facebook organization group called Des Plaines Migrants Resources and Support with approximately over two hundred members to



help in any way they can. She stated on behalf of the group she came in to say thank you for the gracious response. She also welcomed others to join the group.

**ALDERMAN  
ANNOUNCEMENTS**

Alderman Oskerka welcomed the new migrants that are seeking asylum in the community.

Alderman Brookman moved to reconsider her vote on Ordinance Z-28-22 due to the City being unaware of a Federal regulation.

Moved by Brookman, seconded by Zadrozny, to Reconsider Ordinance Z-28-22, AN ORDINANCE APPROVING MAJOR VARIATIONS TO ALLOW AN EXTENSION OF AN EXISTING COMMERCIAL MOBILE RADIO SERVICE FACILITY AT 2064-2074 MANNHEIM ROAD, DES PLAINES, ILLINOIS (Case #22-026-V).

Upon roll call, the vote was:

AYES: 6 - Moylan, Oskerka, Zadrozny,  
Brookman, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Chester

Motion declared carried.

Alderman Brookman also stated she is hosting a ward meeting on Wednesday, October 19<sup>th</sup> at 7:00 p.m. at Good Shepard Church – lower level.

**MAYORAL  
ANNOUNCEMENTS**

Mayor Goczkowski stated Des Plaines received approximately eighty asylum seekers over the weekend that will be staying in the City. He stated he encourages everyone to look at the City's website and Facebook page, and other media outlets if they have any questions, or reach out to him directly.

On May 3, 2021, a Declaration of Civil Emergency for the City of Des Plaines related to the COVID-19 emergency was authorized. The Declaration provided that: (1) the City may enter into contracts for the emergency purchase of goods and services; (2) the City Manager may implement emergency staffing protocols pursuant to the City's respective collective bargaining agreements; and (3) directed City officials and employees to cooperate with other government agencies.

In accordance with Illinois statutes, the Mayor's Declaration lasted only for a period of seven days, unless it was extended by action of the City Council. At each subsequent City Council meeting, the City Council, by motion, extended the Declaration until the next adjournment of the next special or City Council meeting. This extension of the Declaration includes the Supplemental Order dated January 3, 2022.

Mayor Goczkowski presented an extension to the Declaration of Civil Emergency.

Moved by Brookman, seconded by Zadrozny, to extend the May 3, 2021 Declaration of Civil Emergency until the adjournment of the next regular, special, or emergency meeting of the City Council including the Supplement Order dated January 3, 2022.

Upon roll call, the vote was:

AYES: 6 - Moylan, Oskerka, Zadrozny,  
Brookman, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Chester

Motion declared carried.

**CONSENT AGENDA**

Moved by Oskerka, seconded by Moylan, to Establish the Consent Agenda.

Upon voice vote, the vote was:

AYES: 6 - Moylan, Oskerka, Zadrozny,  
Brookman, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Chester

Motion declared carried.

Moved by Brookman, seconded by Oskerka, to Approve the Consent Agenda.

Upon roll call, the vote was:

AYES: 6 - Moylan, Oskerka, Zadrozny,  
Brookman, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Chester

Motion declared carried.

Minutes were approved; Ordinances M-26-22, M-27-22 were adopted; Resolutions R-156-22, R-157-22, R-159-22, R-99-22 were adopted.

**APPROVE AGRMT/  
CUST SVCS/  
CRYSTAL MAINT  
Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-156-22, A RESOLUTION APPROVING AN AGREEMENT WITH CRYSTAL MAINTENANCE PLUS CORP. FOR CUSTODIAL SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-156-22**

**AUTH FUND/  
PURCH FORD  
TRKS/ ST OF IL  
Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-157-22, A RESOLUTION AUTHORIZING ADDITIONAL FUNDING FOR THE PURCHASE OF FORD TRUCKS THROUGH THE STATE OF ILLINOIS JOINT PURCHASING MASTER CONTRACT. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-157-22**

**AUTH PURCH/  
ALARM MON SVCS/  
EMERG 24  
Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-159-22, A RESOLUTION AUTHORIZING THE PURCHASE OF ELEVATOR ALARM MONITORING SERVICES FROM EMERGENCY 24, INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-159-22**

**SECOND READING/  
ORDINANCE  
M-26-22  
Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve Ordinance M-26-22, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "A" LIQUOR LICENSE AND REMOVE ONE CLASS "AB-1" LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/  
ORDINANCE  
M-27-22  
Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve Ordinance M-27-22, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "A" LIQUOR LICENSE AND REMOVE ONE CLASS "H1" LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE HAZ MIT  
GRANT AGRMTS/  
MWRD & IDNR  
Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-99-22, A RESOLUTION APPROVING A HAZARD MITIGATION GRANT AGREEMENT WITH THE METROPOLITAN WATER RECLAMATION DISTRICT AND A HAZARD MITIGATION GRANT AGREEMENT WITH THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-99-22**

**APPROVE  
MINUTES  
Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve the Minutes of the City Council meeting of September 19, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE  
MINUTES  
Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve the Closed Session Minutes of the City Council meeting of September 19, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

**UNFINISHED  
BUSINESS**

**CONSIDER AMEND  
TITLE 13 OF THE  
CITY CODE RE  
SUBD PROC AND  
PLATS**

Alderman Brookman stated Alderman Chester would like to be in attendance for consideration of Ordinances M-29-22 and M-30-22; for this reason, she requested to defer these Ordinances to the next City Council meeting on October 17, 2022.

**Ordinance  
M-29-22**

Moved by Brookman, seconded by Oskerka, to Defer Ordinance M-29-22, AN ORDINANCE AMENDING TITLE 13 OF THE DES PLAINES CITY CODE REGARDING SUBDIVISION PROCEDURES AND PLATS and Ordinance M-30-22, AN ORDINANCE AMENDING TITLE 13 OF THE DES PLAINES CITY CODE REGARDING SUBDIVISION PUBLIC IMPROVEMENTS AND FINANCIAL GUARANTEES to the City Council meeting on October 17, 2022.

**CONSIDER AMEND  
TITLE 13 OF THE  
CITY CODE RE  
SUBD PUBLIC IMP  
AND FIN GNTEES**

Upon roll call, the vote was:

**Ordinance  
M-29-22**

AYES: 6 - Moylan, Oskerka, Zadrozny,  
Brookman, Smith, Ebrahimi  
NAYS: 0 - None  
ABSENT: 2 - Lysakowski, Chester  
Motion declared carried.

**NEW BUSINESS**

**FINANCE & ADMINISTRATION – Alderman Zadrozny, Chair**

**WARRANT  
REGISTER**

Alderman Zadrozny presented the Warrant Register.

**Resolution  
R-158-22**

Moved by Zadrozny, seconded by Brookman, to Approve the Warrant Register of October 3, 2022 in the Amount of \$4,593,300.38 and Approve Resolution R-158-22.

Upon roll call, the vote was:

AYES: 6 - Moylan, Oskerka, Zadrozny,  
Brookman, Smith, Ebrahimi  
NAYS: 0 - None  
ABSENT: 2 - Lysakowski, Chester  
Motion declared carried.

**COMMUNITY DEVELOPMENT - Alderman Brookman, Vice-Chair**

**CONSIDER  
APPROVING A MAP  
AMENDMENT AND**

Director of Community & Economic Development Carlisle reviewed a memorandum dated September 22, 2022.

**MAJOR  
VARIATIONS OF  
THE ZONING  
ORDINANCE AT  
1946 AND 1990  
WHITE STREET  
(ARNDT PARK)  
Ordinance  
Z-30-22**

The petitioner, the Des Plaines Park District, is requesting a Map Amendment to rezone the subject property from R-1 Single Family Residential District to I-1 Institutional District. Their intent is to bring the zoning in line with the district typical for parks of more than two acres (I-1) and also to capitalize on the I-1 allowance for more than one principal building per zoning lot. There is currently only one principal building, but in adding the pool and an aquatic building, there are proposed to be two, which is not allowed in R-1. The associated variations will facilitate revitalization of the park to include a new pool and bathhouse, free game court, new playground equipment, two picnic shelters, lighting, landscaping, expansion of the parking lot, and a new walking loop around the park.

*Project Details*

The Arndt Park Aquatic and Recreation Facility is a proposed enhancement of an existing park facility. One component of the proposed project is the interior and exterior remodeling of the existing 2,617-square-foot field house.

New building construction would include a new 5,115-square-foot aquatic center to the north of the fieldhouse. Outdoor pool facilities would include six lap lanes, a shallow area, a dive well depth, pool deck, an on-deck picnic area, and shade structures. The interior of the building is proposed to include a building/concession center, restrooms, locker rooms, storage, mechanical maintenance areas, and a lifeguard office. Proposed additions to the park overall include a new walking path loop, free game court, new playground equipment, two picnic shelters, security lighting, and an expanded parking lot.

Access to the site will continue to be provided along White Street. New lighting will be located around the aquatic building and will not exceed the spillage requirements.

*Development Standards for I-1 Versus R-1*

Parks are a permitted use within R-1 zoning districts. However, the intended zoning for public facilities, including parks, is I-1 zoning. Re-zoning this area to I-1 would more closely align with the existing and future use of this park area.

*Development Standards for I-1*

Amending the zoning of a property requires the new property to meet the bulk matrix requirements.

*Required Buffering Between Institutional and Residential Districts*

A required buffer area including an eight-foot-tall, solid fence, shade trees, and shrubs is required to exist between any institutional district abutting a residential district. A section of the west and east boundary is abutting residences and is required to provide this buffer. However, due to the existing open space and turf in these areas, the petitioner has included a variation request to Section 12-10-9.C to grant relief from the requirement. There is existing fencing in these areas that has stood for years, and the petitioner is arguing existing conditions should suffice, while also allowing desired visibility into the park.

*Compliance with the Comprehensive Plan*

The proposed project, including the proposed site improvements, address various goals of the 2019 Comprehensive Plan to “Promote Recreational Facilities to Boost the Local Economy” and policy 7.12 to “Continue to implement the Des Plaines Park District’s Strategic Plan.”

**Variations**

The District is seeking multiple variations, three of which are driven by its desire to expand the existing parking lot. The expansion is intended to accommodate an anticipated growth in visitors to the park with the construction of the new pool facilities.

Outdoor parks require a minimum of two spaces plus one space for every half acre of property.

For this 12.75-acre park, thirty (30) spaces are required, including two (2) accessible parking spaces. The site currently has sufficient parking per the requirements – even with adding the aquatic facilities – with an existing sixty-six (66) total parking spaces, including three (3) accessible spaces. However, the District believes it is prudent to add parking. The proposed new lot will provide ninety-seven (97) total spaces, four (4) of which are accessible spaces.

*Parking Lot Location and Curb*

The I-1 district limits the location of parking in required yards to the rear. The petitioner has included a variation to the I-1 standards to allow for parking in the front yard. The existing parking lot is located in the front yard is proposed to be expanded to the north. In addition, a variation is included to vary the location of the curb and gutter. Parking areas are required to have curb and gutter located a minimum distance of 3.5 feet from any adjacent property line or right of way line, but the existing parking lot – and thus the proposed extension – are directly next to the White Street right of way.

*Parking Lot Landscaping*

Landscaping is required to be located on the interior of parking lots and the perimeter. The petitioner has included a variation to reduce parking lot landscaping in both locations.

*Landscaping*

Landscaping will be provided around the proposed building, including shade trees, ornamental trees, shrubs, grasses, and turf. The petitioner has requested a Major Variation to Section 12-10-9.C to reduce the landscape buffer requirements for required fencing and landscaping adjacent to the residential zoning districts to the west and east.

The PZB recommended (7-0) that the City Council approve the proposed map amendment and variations as presented.

Staff and the PZB suggest the following condition:

1. Plans may be required to be revised during the building permit process to adhere to applicable local and state building and engineering requirements.

Des Plaines Park District Executive Director Don Miletic spoke on behalf of the petitioner.

Moved by Moylan, seconded by Brookman, to Approve the Ordinance Z-30-22, AN ORDINANCE APPROVING A MAP AMENDMENT AND MAJOR VARIATIONS OF THE CITY OF DES PLAINES ZONING ORDINANCE AT 1946 AND 1990 WHITE STREET (ARNDT PARK).

Upon voice vote, the vote was:

AYES: 6 - Moylan, Oskerka, Zadrozny,  
Brookman, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Chester

Motion declared carried.

Advanced to second reading by Brookman, seconded by Oskerka, to Adopt the Ordinance Z-30-22, AN ORDINANCE APPROVING A MAP AMENDMENT AND MAJOR VARIATIONS OF THE CITY OF DES PLAINES ZONING ORDINANCE AT 1946 AND 1990 WHITE STREET (ARNDT PARK).

Upon roll call, the vote was:

AYES: 6 - Moylan, Oskerka, Zadrozny,  
Brookman, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Chester

Motion declared carried.

**CONSIDER**  
**APPROVING**  
**MAJOR**  
**VARIATIONS FOR**  
**RESIDENTIAL**  
**DRIVEWAY**  
**WIDTH,**  
**RESIDENTIAL**  
**WALKWAY**  
**SETBACK, AND**  
**PATIO SETBACK**  
**AT 815 THACKER**  
**STREET**  
**Ordinance**  
**Z-31-22**

Director of Community & Economic Development Carlisle reviewed a memorandum dated September 22, 2022.

Based on City records, there have been continuous violations attributed to this property from 2019 to present in regard to work being completed without proper building permits starting with the removal of the residential driveway. The next scheduled court date is October 25, 2022, and the City Council's decision will be central in the hearing.

The petitioner, Miguel Pulido, is requesting Major Variations for the following: (i) to allow the width of a residential driveway to be 22'-11," resulting in 2.55 parking spaces, where a maximum width of 20 feet is permitted for a residential property without a garage or carport; (ii) a variation to allow a residential driveway on a property with no garage or carport without the installation of evergreen shrub landscaping along the entire exterior edge of the driveway; (iii) to allow a residential walkway to be six inches from the property line where the minimum is one foot from the property line; and (iv) to allow a patio to be six inches from the property line where the minimum is five feet in the R-1 Single Family Residential District at 815 Thacker Street. These requests are related to existing structures and surfaces on the subject property that were installed without a building permit and do not comply with the applicable regulations in the Zoning Ordinance. Note that the proposed driveway width equates to 2.55 off-street parking spaces which makes the request ineligible for a minor variation under Section 12-3-6.E.1.e. The subject property is 11,878 square feet and is currently improved with a one-story, 1,561-square-foot residence.

The petitioner has done the following work on the subject property, which is the genesis of the variation requests:

- The existing concrete residential driveway has been widened to 22'-11" and is only six inches off the east property line;
- There is no evergreen shrub landscaping installed along the entire exterior (east) edge of the driveway for a property without a garage;
- The existing concrete residential walkway has been widened to 6'-6" and is only six inches off the east property line; and
- The existing concrete patio dimensions have been expanded to 16'-0" long by 15'-0" wide and the patio is now only six inches off the east property line.

Since the aforementioned improvements on the subject property do not meet the requirements above, a major variation request is required for each item with the exception of the driveway setback request which is a minor variation decided by the Zoning Administrator.

Staff recommended the following conditions of approval:

1. All improvements may not encroach in any easements or create any drainage concerns.
2. Petitioner must install at least three-foot-wide landscape areas on the west side of the driveway and in front of the residence populated with shrubs and perennials. A landscape plan must be submitted to the City identifying the landscape areas, their dimensions, and the names, quantity, and location of the planting material to be installed within them.
3. The plans submitted at the time of building permit application must be revised to include dimensions and labels necessary to denote the improvements and to comply with applicable City codes.
4. Petitioner must apply for and obtain all required building permits for the improvements. All documents submitted as part of the building permit application process must be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City of Des Plaines building and life safety codes.

Moved by Oskerka, seconded by Smith, to Deny the Ordinance Z-31-22, AN ORDINANCE APPROVING MAJOR VARIATIONS FOR RESIDENTIAL DRIVEWAY WIDTH, RESIDENTIAL WALKWAY SETBACK, AND PATIO SETBACK AT 815 THACKER STREET (Case #22-032-V).

Upon roll call, the vote was:

AYES: 6 - Moylan, Oskerka, Zadrozny, Brookman, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Chester

Motion declared carried.

**ADJOURNMENT**

Moved by Brookman, seconded by Oskerka to adjourn the meeting. The meeting adjourned at 7:34 p.m.

\_\_\_\_\_  
Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2022

\_\_\_\_\_  
Andrew Goczkowski, MAYOR

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, WEDNESDAY, OCTOBER 5, 2022**

**CALL TO ORDER**

The Special Meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 6:00 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Wednesday, October 5, 2022.

**ROLL CALL**

Roll call indicated the following Aldermen present: Moylan, Oskerka, Zadrozny, Smith, Ebrahimi. Absent: Lysakowski, Brookman, Chester. A quorum was present.

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Director of Community & Economic Development Carlisle, Director of Human Resources Madison, Director of Information Technology Sora, Director of Media Services Stern, Director of Public Works & Engineering Oakley, Fire Chief Anderson, Police Chief Anderson.

**PRAYER AND PLEDGE**

The prayer and the Pledge of Allegiance to the Flag of the United States of America were offered by Alderman Zadrozny.

**ALDERMAN ZADROZNY DECLARED THAT THE CITY COUNCIL WAS NOW RESOLVED INTO A COMMITTEE OF THE WHOLE**

**FINANCE COMMITTEE – Alderman Zadrozny, Chair**

**2023 BUDGET**

Chairman Zadrozny gave an introduction to the 2023 Proposed City Budget.

**OVERVIEW**

City Manager Bartholomew presented the 2023 Proposed Budget Introduction and Overview. For this meeting, approximately half of the total budget will be reviewed which represents the General Fund.

Assistant City Manager/Director of Finance Wisniewski gave a brief synopsis of the Overview portion of the budget.

**PUBLIC COMMENT**

None

**ELECTED OFFICE**

*Council Request:* None

**CITY MANAGER**

*Council Request:* None

**FINANCE**

*Council Request:* None

**COMMUNITY & ECONOMIC DEVELOPMENT**

*Council Request:* None

**PUBLIC WORKS & ENGINEERING**

*Council Request:* None

**POLICE**

*Council Request:* None

**EMERGENCY MANAGEMENT AGENCY**

*Council Request:* None



**FIRE**

*Council Request:* None

**FIRE & POLICE  
COMMISSION**

*Council Request:* None

**ADJOURNMENT**

The next Special Meeting of the City Council scheduled for Wednesday, October 12, 2022 at 6:00p.m.

Moved by Oskerka, seconded by Zadrozny to adjourn the meeting. The meeting adjourned at 7:02 p.m.

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Jessica M. Mastalski, City Clerk

APPROVED BY ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2022

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Andrew Goczkowski, MAYOR



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: September 22, 2022

To: Michael G. Bartholomew, City Manager

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

Subject: Amendments to Title 13 of the City Code (Subdivision Regulations) Regarding the Plat of Subdivision Application, Submittal, and Approval Process

**Update:** At the September 19, 2022 City Council meeting, the Council deferred consideration of Ordinance M-28-22, which consisted of amendments to the Subdivision Regulations (Title 13 of City Code) in two respects: (i) clarifications regarding the Plat of Subdivision application, submittal, and approval process; and (ii) changes to the performance security reduction process for required public improvements. At the Council's direction, these topics have been split into two ordinances. Ordinance M-29-22, attached to this report, addresses the subdivision application, submittal, and approval process.

**Issue: Consider amendments to Title 13 of the City Code (Subdivision Regulations).** The proposed amendments are designed to clarify current practices in administering the Subdivision Regulations, notably (i) to allow flexibility for submittal format, such as electronic; (ii) to clarify a current practice to allow written property owner consent to suffice for initiating an application; (iii) to allow utility approvals via written correspondence; and (iv) to allow specifically for an applicant to choose to combine tentative and final plat approvals in a single, streamlined request.

**Analysis:** The Subdivision Regulations work hand in hand with the Zoning Ordinance (Title 12) to regulate land use and development in the City. However, they are separate titles of City Code. Some development projects require only zoning relief, some need only subdivision approval, and some need both. Subdivision applications occur frequently with proposed projects, not only to split land into smaller pieces but also to consolidate it when the boundaries and ownership of properties – often contiguous – change through a redevelopment effort.

The Regulations set up Tentative and Final Plat steps. The Tentative Plat is designed to come first and does not require as much detail as a Final Plat, which is ultimately the approval upon which a subdivider can use toward building permitting and construction. Under the current code, the Planning and Zoning Board (PZB) has final authority on a Tentative Plat but has only recommending authority on a Final Plat, which requires the final approval of the City Council. Some applicants take advantage of the two-step process, as the Tentative Plat can signal that a project design is on the right track per the Regulations before an applicant invests in final engineering design. However, sometimes an applicant will choose to submit tentative and final concurrently to save time. Historically, the City has allowed this, but the code is currently not clear on

this process. The amendments are intended to add language to provide for applicants to utilize this option—provided that their submittal complies with the *Final* Plat requirements and has undergone a staff review, including Public Works and Engineering.

In addition, the City accepts written owner consent to fulfill the application requirement of Section 13-2-1.B, but this is not explicitly enumerated in the text. The proposed amendments would clarify this current practice. Further, at the Tentative Plat phase, the current language under “Utility Easements” refers to a requirement of private utility companies to provide approvals “in writing,” but it is unclear whether that should be printed directly on the plat. Historically, written correspondence has been accepted to augment a plat application submittal. Under the amendments, the PZB would have the ability in its Tentative Plat review to allow utility approvals to be provided at the Final instead of the Tentative Plat stage.

**Recommendation:** Staff recommends the City Council approve Ordinance M-29-22, which amends the Subdivision Regulations regarding components of the application, submittal, and approval process.

**Ordinance**

M-29-22

**CITY OF DES PLAINES**

**ORDINANCE M – 29 – 22**

**AN ORDINANCE AMENDING TITLE 13 OF THE DES PLAINES CITY CODE REGARDING SUBDIVISION PROCEDURES AND PLATS.**

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**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 13 of the Des Plaines City Code (“*City Code*”) titled, “Subdivision Regulations,” provides for the change, resubdivision or rearrangement in the boundary or division lines of a parcel of property or public thoroughfare (“*Subdivision Regulations*”); and

**WHEREAS**, the City has identified the need to update and clarify various provisions of the Subdivision Regulations regarding the subdivision plat submittal process (collectively, “*Amendments*”); and

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

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

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

**SECTION 2. SUBDIVISION APPLICATION PROCEDURE.** Section 13-2-1, titled “Subdivision Application Procedure,” of Chapter 2, titled “Procedures and Plats,” of Title 13, titled “Subdivision Regulations,” of the City Code is hereby amended to read as follows:

**“13-2-1: SUBDIVISION APPLICATION PROCEDURE:**

A. Submission: Any owner of land within the city, or within one and one-half (1<sup>1/2</sup>) miles of the corporate limits, wishing to divide the land into two (2) or more tracts, sites or lots for the purpose of building, improvement, sale or assessment, either immediate or future, or a resubdivision for any such purpose shall submit the following to the planning and zoning board through the Department of Community and Economic Development: (Ord. M-21-78, 7-3-1978; amd. Ord. M-23-91, 6-17-1991; Ord. Z-29-15, 10-5-2015)

1. One copy of a completed subdivision application form.
2. The required filing fee as established by resolution of the city council.

3. Eight (8) copies, or in a volume and format determined by the director of Community and Economic Development, of a tentative plat meeting those specifications as set forth in section 13-2-2 of this chapter and/or a final plat meeting those specifications set forth in section 13-2-4 and 13-2-5 of this chapter, if the applicant is choosing to file tentative and final plat applications concurrently.

B. Application: The application form provided by the Department of Community and Economic Development shall be completed and signed by the owner of the property at the time of application, or the property owner shall provide written consent. Proof of ownership in the form of a copy of a torrens certificate, deed or title and trust company policy shall be provided at the time of application.

Whenever the owner or applicant of any real estate for which a subdivision is requested is a land trust, the application form shall be signed by the trust officer of the institution holding the trust. The application shall be accompanied by a full disclosure in writing of the names of the beneficiaries under said trust at the time of such application and within twelve (12) months immediately preceding the filing of such application. Any such application shall be accompanied by a certified copy of the trust agreement and a certificate of the trustee that the beneficiaries are as stated by the owner or applicant. (Ord. M-21-78, 7-3-1978; amd. Ord. M-23-91, 6-17-1991)

C. Timing: An application for subdivision must be received no later than thirty (30) working days prior to the next scheduled planning and zoning board meeting to be placed on the agenda for that meeting. Persons wishing to review a project informally may do so with the director of Community and Economic Development during normal working hours or with the planning and zoning board at any meeting. Information review of projects at regular planning and zoning board meetings will be accomplished as time permits. (Ord. M-21-78, 7-3-1978; amd. Ord. M-23-91, 6-17-1991; 2002 Code; Ord. Z-29-15, 10-5-2015)

D. Review: The director of Community and Economic Development shall refer a copy of the proposed tentative and/or final plat submittals to the heads of appropriate city departments for their review and written comments. These reviews will be included in the file of the proposed subdivision for consideration by the planning and zoning board.

E. Notification: A conspicuous sign shall be posted on the subject property at least seven (7) days prior to the planning and zoning board meeting at which the plat will be considered for tentative approval. Such sign shall indicate that the property is subject to being subdivided and refer all inquiries to the Department

of Ceommunity and Economic Development. (Ord. M-21-78, 7-3-1978; amd. Ord. M-23-91, 6-17-1991; Ord. Z-29-15, 10-5-2015)”

**SECTION 3. TENTATIVE PLAT.** Section 13-2-2, titled “Tentative Plat,” of Chapter 2, titled “Procedures and Plats,” of Title 13, titled “Subdivision Regulations,” of the City Code is hereby amended to read as follows:

**“13-2-2: TENTATIVE PLAT:**

Each tentative plat submittal will include the following specifications:

A. Scale: Each tentative plat shall be drawn to the scale of not less than one hundred feet to one inch (1" = 100'). The tentative plat shall show the boundaries of the property to be subdivided, section and half section lines, existing permanent buildings, watercourses and other existing features pertinent to proper subdivision.

B. Municipal Boundaries: All corporate boundary lines within or adjacent to the proposed subdivision shall be so designated.

C. Streets: The widths of roads, streets, with their names and alleys; dimensions of lots and blocks and building lines shall be shown. The full widths of streets bounding the proposed subdivision, with their names and the widths and names of intersecting streets in the property immediately adjacent shall be shown. All streets shall be carried to the boundaries of the proposed subdivision.

D. Names: The name of the proposed subdivision with the name of the owner, sponsor or trustees shall be shown.

E. Utility Easements: Tentative approval of utility easements by all privately owned utility companies shall be indicated via written correspondence. ~~in writing.~~  
**The Planning and Zoning Board may waive this requirement, conditioned upon the subdivider obtaining approval through the Final Plat process.**

F. Dedication Of Land: Proposed dedications of land for public use shall be shown. (Ord. M-21-78, 7-3-1978)

G. Utility Poles, Cables And Structures: All existing and proposed utility poles, cables and structures to include sanitary and storm sewers, water and gas mains and other underground lines and cables shall be shown. The size of sewer and water mains shall be shown. This requirement may be waived by the planning and zoning board with the recommendation of the city engineer. (Ord. M-21-78, 7-3-1978; amd. Ord. Z-29-15, 10-5-2015)”

**SECTION 4. PLANNING AND ZONING BOARD’S PROCEDURE.** Section 13-2-3, titled “Planning and Zoning Board’s Procedure,” of Chapter 2, titled “Procedures and Plats,” of Title 13, titled “Subdivision Regulations,” of the City Code is hereby amended to read as follows:

**“13-2-3: PLANNING AND ZONING BOARD'S PROCEDURE:**

The planning and zoning board shall approve or disapprove the tentative plat;

{00128140.3}

Additions are bold and double-underlined; deletions are struck through.

provided however, that if the tentative plat is not satisfactory as originally presented, the board may cause the subdivider to make such changes as may be required by the board and thereupon approve the same. **If the applicant submits the tentative and final plat applications separately**, upon approval of the tentative plat, the applicant will receive a tentative plat checklist granting approval of the tentative plat. **If the applicant has submitted both applications concurrently, pursuant to all Final Plat requirements of this title, the board may proceed to considering the final plat.**

A. The applicant will be instructed by the planning and zoning board to collaborate with the city engineer in the preparation of applicable cost estimates, plans, specifications and contracts for required public improvements.

B. One copy of the approved plat shall thereupon be returned to the subdivider and one copy shall be retained by the Department of Community and Economic Development. Such approval shall be effective for no more than twelve (12) months from the date approval was granted. If a final plat has not been submitted for approval within such twelve (12) month period, the tentative plat must be resubmitted to the planning and zoning board as if such plat had never been approved. (Ord. M-21-78, 7-3-1978; amd. 2002 Code; Ord. Z-29-15, 10-5-2015)”

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect 10 days after its passage, approval and publication in pamphlet form according to law.

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

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

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

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

ATTEST:

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

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

Approved as to form:

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

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

{00128140.3}

Additions are bold and double-underlined; deletions are struck through.



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: September 22, 2022

To: Michael G. Bartholomew, City Manager

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

Cc: Tim Oakley, Director of Public Works and Engineering  
Jon Duddles, Assistant Director of Public Works/City Engineer  
Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Brooke Lenneman, Attorney, Elrod Friedman, General Counsel

Subject: Amendments to Title 13 of the City Code (Subdivision Regulations) Regarding Reductions of Performance Security for Required Public Improvements

**Update:** At the September 19, 2022 City Council meeting, the Council deferred consideration of Ordinance M-28-22, which consisted of amendments to the Subdivision Regulations (Title 13 of City Code) in two respects: (i) clarifications regarding the Plat of Subdivision application, submittal, and approval process; and (ii) changes to the performance security reduction process for required public improvements. At the Council's direction, these topics have been split into two ordinances. Ordinance M-30-22, attached to this report, addresses performance security reductions.

**Issue: Consider amendments to Title 13 of the City Code (Subdivision Regulations).** The proposed amendments are designed to streamline periodic reductions of performance securities that secure public improvements.

**Analysis:** The Subdivision Regulations are the mechanism through which the City can require applicants ("subdividers") to pay for public improvements (generally infrastructure) that either run through a site or border it in adjacent rights-of-way. These improvements could lie directly on public property or on private property that is for public use and benefit. Chapter 3 of the Regulations lays out the standard requirements and gives the Public Works and Engineering Department (PWE) the ability to determine which public improvements are necessary based on the location and scope of a proposed subdivision project as well as the current conditions of adjacent and connecting infrastructure (e.g., street width, sewer capacity, etc.)

While the City and a developer/applicant always intend for public improvements to be fully constructed, in rare circumstances a project may not be finished in the manner approved by the City Council. The Regulations protect the City against this instance by requiring a subdivider to file a performance security – generally in the form of either a cash deposit or a letter of credit. These securities, in an amount approved by PWE and the Council, are designed to cover the full scope of improvements if the City must complete them.



However, recognizing that holding either liquid funds or credit in a large amount for a long time period can be burdensome to a subdivider/developer, the Code provides for periodic reductions in the performance security once certain benchmarks are completed in construction. These reductions are approved by PWE after inspections. Current code allows these reductions to be approved only by Council resolution. The proposed amendments allow for an administrative/City Manager approval of reductions, still based on inspection approval by PWE, up to 75 percent of the performance security amount. Council resolutions would be required on the final 25 percent of the amount. Further, Council approval would still be required to accept the public improvements, as well as to release the maintenance warranty, which is 10 percent of the full security amount and is held until 18 months after the improvements are accepted by the Council.

Finally, the proposed amendments broaden the definition of “public improvements” so that the term includes *privately owned* infrastructure or facilities that are for *public* use and benefit.

**Recommendation:** Staff recommends the City Council approve Ordinance M-30-22, which amends the Subdivision Regulations regarding reductions in performance securities.

**Ordinance**

M-30-22

**Exhibits**

Exhibit A: Proposed New Section 13-2-8 of the Subdivision Regulations

CITY OF DES PLAINES

ORDINANCE M – 30 – 22

**AN ORDINANCE AMENDING TITLE 13 OF THE DES PLAINES CITY CODE REGARDING SUBDIVISION PUBLIC IMPROVEMENTS AND FINANCIAL GUARANTEES.**

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 13 of the Des Plaines City Code (“*City Code*”) titled, “Subdivision Regulations,” provides for the change, resubdivision or rearrangement in the boundary or division lines of a parcel of property or public thoroughfare (“*Subdivision Regulations*”); and

WHEREAS, the City has identified the need to update and clarify various provisions of the Subdivision Regulations regarding the financial guarantees securing the completion of public improvements (“*Amendments*”); and

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

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

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

**SECTION 2. DEFINITIONS.** Section 13-1-1, titled “Definitions,” of Chapter 1, titled “General Subdivision Provisions,” of Title 13, titled “Subdivision Regulations,” of the City Code is hereby amended to read as follows:

**“13-1-1: DEFINITIONS:**

\* \* \*

IMPROVEMENTS, PUBLIC: Any facility or infrastructure (i) for which the city or other governmental body may ultimately assume ownership or the responsibility for maintenance and operation, or (ii) which is privately owned but constructed for ~~general~~ public use or benefit, including, without limitation, stormwater detention facilities, water and sewer mains, and roads.

\* \* \*”

**SECTION 3. FINAL PLAT AND SUPPORTING DOCUMENTS.** Section 13-2-4, titled “Final Plat and Supporting Documents,” of Chapter 2, titled “Procedures and Plats,” of Title 13, titled “Subdivision Regulations,” of the City Code is hereby amended to read as follows:

**“13-2-4: FINAL PLAT AND SUPPORTING DOCUMENTS:**

After the planning and zoning board has approved the tentative plat, the subdivider shall submit to the planning and zoning board a final plat as described in section [13-2-5](#) of this chapter, together with the following supporting documents: (Ord. M-21-78, 7-3-1978; amd. Ord. Z-29-15, 10-5-2015)

A. Engineering plans and profiles approved by the Director of Public Works and Engineering in accordance with the standards for subdivision engineering plans on file in the office of the Director of Public Works and Engineering.

The following statement, signed by a professional engineer properly registered in Illinois and the owner, or the owner's duly authorized agent, shall be included on the grading plan:

To the best of our knowledge and belief, the drainage of surface waters will not be changed by the construction of this subdivision or any part thereof, or, that if drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas, or drains approved for use by the Director of Public Works and Engineering, and that such surface waters are planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to adjoining properties because of the construction of this subdivision.

B. A statement signed by the Director of Public Works and Engineering approving an estimate of the cost of the **public** improvements including cost of engineering and inspection. (Ord. M-21-78, 7-3-1978; amd. 2002 Code)

C. **The required financial guarantees securing completion of public improvements pursuant to Section 13-2-8 of this Code.**~~Public improvement bonds may be reduced only upon approval of the city council. No expiration date should be placed on the bonds. The terms of the bond will be for a two (2) year period. If at the end of two (2) years the public improvements are not completed to the City's satisfaction the bond will be forfeited to the City. The amount of the bond remaining at the end of each year from the date of the bond, is to be increased by an amount not less than twenty five percent (25%) over the total amount of monies remaining in the bond. (Ord. M-74-94, 11-21-1994)~~

D. Any transfer of subdivision ownership by a developer to another developer for completion of the subdivision shall require:

1. That the new owner/developer shall comply with all requirements of an original subdivision letter of credit.

2. That the original letter of credit by the prior owner/developer shall not be released until the subsequent letter complies with subsection D1 of this section, and that the proper transfer tax certification has been applied to the proper documents. (Ord. M-53-79, 12-3-1979)”

\* \* \*

**SECTION 4. REPEAL AND REPLACEMENT OF 13-2-8.** Section 13-2-8, titled “Final Approval by City Council,” of Chapter 2, titled “Procedures and Plats,” of Title 13, titled “Subdivision Regulations,” of the City Code is hereby repealed and replaced in its entirety as set forth on *Exhibit A*, attached to and made a part of this Ordinance. to read as follows:

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect 10 days after its passage, approval and publication in pamphlet form according to law.

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

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

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

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

ATTEST:

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

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

Approved as to form:

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

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

## EXHIBIT A

### 13-2-8: FINAL PLAT APPROVAL BY CITY COUNCIL; COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS:

- A. City Council Approval: When the city council is satisfied with the final plat and with all improvements, conditions, variations, public ways and recorded easements and documents pertaining to the subdivision platted thereon, the city council shall, by resolution, approve said plat and authorize and direct the mayor to affix the name of the city. The approval shall be attested by the city clerk and sealed with the corporate seal of the city. (Ord. M-43-80, 10-6-1980; amd. Ord. M-23-91, 6-17-1991)
  
- B. Financial Guarantees Securing Completion of Public Improvements:
  1. Financial Guarantees Required. Prior to the execution of, and as a condition precedent to the recording of, any final plat of subdivision, the subdivider must deposit the following financials guarantees in the form of a letter of credit or a subdivision bond (each in a form to be approved by the City Attorney), or cash:
    - a. Guarantee of Completion: the subdivider must deposit a financial guarantee with the City to guaranty completion of all public improvements as determined by the Director of Public Works and Engineering in an amount equal to 125% of the approved engineer's estimate of cost for the public improvements, with the following terms as follows:
      1. An expiration date not less than three years from the date of issuance or an express provision that such guarantee will not expire prior to completion and acceptance of the public improvements by the City Council; provided, however, the amount of the letter of credit must be increased by an amount not less than 25% over the original issue amount each time the letter of credit is renewed, except when renewed for the purpose of satisfying the maintenance warranty requirement pursuant to Subsection B.1.c of this Section;
      2. That the financial or insurance company issuing the surety shall give written notice by certified or registered mail to the City Clerk not less than 30 days before the expiration of the surety, which surety shall not expire absent such notice;
      3. That failure of the subdivider to complete the required subdivision public improvements secured by such guarantee of completion prior to the scheduled completion date shall be considered a default by the subdivider and the issuing institution and the guarantee will be forfeited to the City;

4. That the financial guarantee shall be irrevocable;
  5. That (in the case of payout instrument) the principal amount of the instrument will not be discharged or reduced by the issuer except upon written certificate of the City Manager or the City Council, as applicable, that such surety may be discharged or reduced in a specified amount in accordance with subsection b below; and
  6. That the issuer will pay all attorney's fees and other costs incurred by the City in enforcing collection of such guarantee of completion in the event that the issuer fails to honor the City's demand for payment under the terms of such guarantee.
- b. Guarantee of Completion Reduction Requests. Prior to the completion and acceptance of all of the public improvements, the guarantee of completion submitted in accordance with this Subsection may be reduced or partially discharged as follows:
1. The subdivider must have submitted a written request to the City with supporting documentation for the reduction;
  2. The Director of Public Works and Engineering, or their designee, must have inspected and approved the completed public improvements and the usual and customary waivers of lien for the applicable public improvements, and recommend that the surety be reduced accordingly;
  3. Upon the receipt of the recommendation of the Director of Public Works and Engineering, the City Manager may authorize the reduction of said guarantee of completion; provided, however, that the guarantee may not be reduced by the City Manager, either through a single reduction request or cumulatively, by more than 75% of the total guarantee of completion without prior City Council approval;
  4. One reduction request will be processed by the City every eight months, up to the 75% of the total guarantee of completion as set forth in Subsection 3 above, beginning with the date the guarantee was first deposited with the City with no additional fees due from the subdivider. A \$400.00 administrative processing fee will be charged by the City for each additional surety reduction request during any eight-month period.

c. Maintenance Warranty.

1. At the same time the subdivider deposits the guarantee of completion, the subdivider must also deposit with the City a maintenance warranty in the form set forth for the guarantee of completion in Subsection B.1.a of this Section and in an amount equal to ten percent the guarantee of completion; provided, however, that any amount over \$50,000.00 may be deposited at a later date but, in any event, must be deposited prior to the City's final acceptance of the public improvements and the release of the guarantee of completion.
2. The maintenance warranty may not be reduced and must be kept on file with the City for 18 months following final acceptance of the public improvements by the City.
3. The maintenance warranty shall secure the guaranty and warranty of the subdivider that all of the public improvements will remain free from any and all defects of any kind; shall be in accordance with the approved plans and specifications; and shall function as intended and designed, as of the date of final acceptance and for a period of 18 months thereafter. Only ordinary wear and tear is excluded from the scope of this warranty and guarantee.

2. Final Acceptance of the Subdivision Public Improvements; Release of Guarantee of Completion:

- a. When (i) all required public improvements are completed and approved by the Director of Public Works and Engineering, (ii) a certification of completion from the project engineer has been received, (iii) all lien waivers have been received, and (iv) the maintenance warranty required by this subsection has been received, the Director of Public Works and Engineering shall submit to the city council a final report stating a request to accept the public improvements as complete and in conformance with description, plans and specifications submitted to and approved by the City. Upon subdivision completion and acceptance of the final report of the Director of Public Works and Engineering, the City Council will accept the public improvements pursuant to a formal resolution.
- b. Upon final acceptance of the public improvements by the City Council in accordance with this subsection, the Director of Public Works and Engineering may recommend to the City Council release the remaining guarantee of completion, which release will be approved by resolution.

3. Interest and Bond Forfeiture: All interest on any cash portion of the guarantee of completion or maintenance warranty shall be forfeited if construction of the public improvements has not commenced within one year of the date of recording of the subdivision plat. If construction of the public improvements has not commenced within eighteen (18) months of the date of the recording of the subdivision plat, the city council may confiscate the ten percent (10%) maintenance warranty and the guarantee of completion.”





**FINANCE DEPARTMENT**

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

**MEMORANDUM**

Date: October 5, 2022  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-167-22, October 17, 2022, Warrant Register

**Recommendation:** I recommend that the City Council approve the October 17, 2022, Warrant Register Resolution R-167-22.

Warrant Register.....\$4,296,393.53

**Estimated General Fund Balance**  
Balance as of 07/31/2022: \$34,699,013  
*Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1<sup>st</sup> & 2<sup>nd</sup> installments of property tax revenue.*

**CITY OF DES PLAINES**

**RESOLUTION**

**R-167-22**

**Be it resolved by the City Council of the City of Des Plaines that the following bills are due and payable and that the Mayor and City Clerk be and are hereby authorized to make payment for same.**

**October 17, 2022**

# City of Des Plaines

## Warrant Register 10/17/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
1	4160	Real Estate Transfer Tax	8716 Tracey T & Andrew P Kukuk	Refund 09/16/22 Real Estate Transfer Tax Refund 09/16/2022	1,140.00
2	4210	Personal Property Replacement Tax	4999 Des Plaines Public Library	3rd Qtr 2022 PPRT Allocation for 3rd Qtr 2022	23,247.00
3	4330	Liquor Licenses	8565 At 7 LLC	Refund 9/20/2022 Liquor License Reclassification-Liquor License 9-1472 Market	2,310.00
4	4635	Zoning & Subdivision Fees	8707 Cotan, Samuel	Refund 9/26/2022 Zoning Application Fee Refund for 1624 Lincoln Ave	250.00
<b>Total 00 - Non Departmental</b>					<b>26,947.00</b>
<b>Elected Office</b>					
<b>Division: 110 - Legislative</b>					
5	6015	Communication Services	1552 Verizon Wireless	9915758651 Communication Service 08/14-09/13/2022	448.21
<b>Total 110 - Legislative</b>					<b>448.21</b>
<b>Division: 120 - City Clerk</b>					
6	6015	Communication Services	1552 Verizon Wireless	9915758651 Communication Service 08/14-09/13/2022	42.32
<b>Total 120 - City Clerk</b>					<b>42.32</b>
<b>Total 10 - Elected Office</b>					<b>490.53</b>
<b>City Administration</b>					
<b>Division: 210 - City Manager</b>					
7	6005	Legal Fees	8133 Elrod Friedman LLP	9684 8-22 Non-Retainer Matters	1,116.50
8	6005	Legal Fees	8133 Elrod Friedman LLP	9693 8-22 Non-Retainer Matters	405.50
9	6005	Legal Fees	8133 Elrod Friedman LLP	9696 8-22 Non-Retainer Matters	1,863.00
10	6005	Legal Fees	8133 Elrod Friedman LLP	AUG 2022 RET August 2022 Retainer	18,500.00
11	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	22-18 Administrative Hearings for Traffic 9/20-9/23/2022 in Skokie	720.00
12	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	15774 Legal Fees August 2022	6,666.25
13	6015	Communication Services	1552 Verizon Wireless	9915758651 Communication Service 08/14-09/13/2022	42.32
14	7000	Office Supplies	1644 Warehouse Direct Inc	5333610-0 Four Sets of Dry Erase Markers for Conference Rooms	14.36
<b>Total 210 - City Manager</b>					<b>29,327.93</b>
<b>Division: 230 - Information Technology</b>					
15	6015	Communication Services	1552 Verizon Wireless	9915758651 Communication Service 08/14-09/13/2022	339.88
16	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA1009007327 3 Maintenance Service Contract 10/01-10/31/2022	64.00
17	7005	Printer Supplies	1820 Datasource Ink	22889 9 Toner Cartridges	1,475.00
<b>Total 230 - Information Technology</b>					<b>1,878.88</b>
<b>Division: 240 - Media Services</b>					
18	6015	Communication Services	1552 Verizon Wireless	9915758651 Communication Service 08/14-09/13/2022	613.72
19	6110	Printing Services	1233 Press Tech Inc	49951 1 Box of Business Cards 09/26/2022	25.00
20	6110	Printing Services	1106 Chromatech Printing Inc	9234/26294 Printing of 35 Proposed Budget Covers 09/27/2022	142.00
21	6115	Licensing/Titles	7987 Associated Production Music LLC	649762-00 License for Music at Live Events 9/1/2022-8/31/2023	2,500.00

# City of Des Plaines

## Warrant Register 10/17/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
22	7200	Other Supplies	2016 Signarama	43248	Nameplate Frame for Fire Department	60.50
23	7320	Equipment < \$5,000	1057 Menard Incorporated	3828	Replacement Hand Truck Cart for Media Services	129.99
<b>Total 240 - Media Services</b>					<b>3,471.21</b>	

<b>Division: 250 - Human Resources</b>						
24	5340	Pre-Employment Testing	1320 IL State Police	Cost 01755-08/22	Fingerprint Background Check Services August 2022	84.75
25	5560	Unemployment Claims	2243 Sedgwick CMS	410003635293	10/19/2022 - 01/18/2023 Unemployment Insurance	550.00
26	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	42.32
<b>Total 250 - Human Resources</b>					<b>677.07</b>	

<b>Total 20 - City Administration</b>					<b>35,355.09</b>
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<b>Department: 30 - Finance</b>						
27	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	144.31
28	7000	Office Supplies	4239 Anderson Safford	10081	2 Self Inking Stamps	71.11
29	7200	Other Supplies	1644 Warehouse Direct Inc	5330849-0	10 Notebooks, 7 Dozen Pens and 1 Pack of Wooden Stir Sticks	14.47
30	7200	Other Supplies	1644 Warehouse Direct Inc	5331412-0	2 Cartons of Copy Paper	125.20
<b>Total 30 - Finance</b>					<b>355.09</b>	

<b>Community Development</b>						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
31	5325	Training	6626 Dziubanski, Matthew	101305381	ICC Reimbursement for Residential Plans Examiner 6-3-22	230.00
32	6000	Professional Services	3337 HR Green Inc	155713	Building Inspections for August 1-31, 2022	13,099.75
33	6000	Professional Services	6315 B&F Construction Code Services Inc	16311	Professional Inspection Services June 2022	8,084.17
34	6000	Professional Services	5764 GovTempUSA LLC	4044634	Permit Tech Assistance for Weeks Ending 9/11/2022 & 9/18/2022	2,520.00
35	6000	Professional Services	6315 B&F Construction Code Services Inc	60023	Plan Review 9/12/2022 Project 1126647	1,069.37
36	6000	Professional Services	6315 B&F Construction Code Services Inc	60060	Plan Review 9/20/2022 Project 1126681	1,819.26
37	6005	Legal Fees	8133 Elrod Friedman LLP	9694	8-22 Non-Retainer Matters	6,125.49
38	6005	Legal Fees	8133 Elrod Friedman LLP	9695	8-22 Non-Retainer Matters	342.00
39	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	512.30
40	6110	Printing Services	1233 Press Tech Inc	49925	2 Box of Business Cards 9/16/2022	25.00
41	6110	Printing Services	1233 Press Tech Inc	49950	CED #10 Envelopes, #10 Window Envelopes, #9 CED Envelope 9/26/22	1,228.00
42	6110	Printing Services	1233 Press Tech Inc	49961	1 Box of Business Cards 9/26/2022	25.00
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>35,080.34</b>	

<b>Division: 420 - Planning &amp; Zoning</b>						
43	6005	Legal Fees	8133 Elrod Friedman LLP	9702*	8-22 Non-Retainer Matters	1,140.00
44	6005	Legal Fees	8133 Elrod Friedman LLP	9702B	8-22 Non-Retainer Matters	1,219.50
45	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	42.32

# City of Des Plaines

## Warrant Register 10/17/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
46	6100	Publication of Notices	1050 Journal & Topics Newspapers	188634	Legal notice 9/7/2022 for PZB Mtg 9/27/2022	164.45
47	6110	Printing Services	1233 Press Tech Inc	49925	2 Box of Business Cards 9/16/2022	25.00
48	7000	Office Supplies	1644 Warehouse Direct Inc	5335244-0	Notebooks, Post-It Notes, Scissors, Tape	78.41
<b>Total 420 - Planning &amp; Zoning</b>					<b>2,669.68</b>	

<b>Division: 430 - Economic Development</b>						
49	6000	Professional Services	1332 Kane McKenna & Associates	18858	TIF Consulting Service August 1-31, 2022	6,562.50
50	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	32.32
<b>Total 430 - Economic Development</b>					<b>6,594.82</b>	

<b>Total 40 - Community Development</b>					<b>44,344.84</b>
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<b>Public Works &amp; Engineering</b>						
<b>Division: 100 - Administration</b>						
51	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	99.81
52	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000047152	Monthly User Fees - August 2022	191.10
<b>Total 100 - Administration</b>					<b>290.91</b>	

<b>Division: 510 - Engineering</b>						
53	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	380.40
54	7000	Office Supplies	1644 Warehouse Direct Inc	5338130-0	1 Pack of Adhesives and 4 Packs of Eraser Grips	35.02
55	7320	Equipment < \$5,000	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	379.98
<b>Total 510 - Engineering</b>					<b>795.40</b>	

<b>Division: 520 - Geographic Information Systems</b>						
56	6195	Miscellaneous Contractual Services	1107 Ayres Associates	202385	R-96-22 Task Order #1 - Aerial Photography 8/6-9/3/22	11,000.00
<b>Total 520 - Geographic Information Systems</b>					<b>11,000.00</b>	

<b>Division: 530 - Street Maintenance</b>						
57	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	442.93
58	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	105830	8.0 Loads Broken Asphalt Grindings - 09/12/2022	700.00
59	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	105926	4.0 Loads Broken Asphalt/Grindings Disposal - 09/13/2022	400.00
60	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	106054	3.0 Loads Broken Asphalt/Grindings Disposal - 09/14/2022	300.00
61	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	106587	6.0 Loads Broken Asphalt/Grindings Disposal - 09/20/2022	100.00
62	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	106724	3.0 Loads Broken Asphalt/Grindings Disposal - 09/21/2022	150.00
63	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	106876	8.0 Loads Broken Asphalt Grindings - 09/23/2022	700.00
64	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	107004	1.0 Load Asphalt Grinding Disposal - 09/23/2022	50.00
65	6115	Licensing/Titles	8705 Mertes, Christopher A	Reimb 09/22/2021	CDL License - Street Operator - 09/22/2021 - Exp 06/17/2023	30.00

# City of Des Plaines

## Warrant Register 10/17/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
66	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	24656	Branch Pick Up - 60016 - 09/10/2022	13,344.68
67	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	24657	41 Parkway Tree Removals - 09/15/2022 R-168-19	26,120.72
68	6195	Miscellaneous Contractual Services	8417 Chicagoland Paving Contractors Inc	223201-F	Asphalt Milling & Resurfacing Repairs - 09/26/2022, R-88-22	142,146.34
69	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	234138	Parkway Sodding - 1789 Lee St - 09/09/2022, R-27-21	850.00
70	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	235733	Parkway Sodding - 62 Meyer Ct - 09/15/2022, R-27-21	875.00
71	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	235734	Paver Repair - City Hall - 09/15/2022	300.00
72	6195	Miscellaneous Contractual Services	1367 Meade Inc	701978	EVP Repair - Elmhurst Rd & I-90 - 09/23/2022	2,043.00
73	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS481304	Street Sweeping - Central Rd Bike Lanes - 09/09/2022	165.00
74	6305	R&M Equipment	6799 Kimco USA Inc	9596	Fabrication & Delivery Salt Conveyor Belt 09/20/2022	2,492.80
75	6325	R&M Street Lights	1044 H&H Electric Co	39779	Street Light Knockdown - Golf/Broadway - 08/16/2022	2,594.94
76	7000	Office Supplies	1644 Warehouse Direct Inc	5325884-0	Wastebasket, Markers, Tape - PW	29.83
77	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	05772	Miscellaneous Hardware	28.06
78	7030	Supplies - Tools & Hardware	1085 Alexander Equipment Company Inc	192028	Shovel, Sling, Caribaner, Lock Gate, Etc. - Forestry	286.90
79	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	5474	Floor Squeegee, Wet Floor Sign, Etc. - Parking Deck	161.91
80	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI11245995	Fuel & Chainsaw Scabbard - Forestry	209.98
81	7035	Supplies - Equipment R&M	1057 Menard Incorporated	05977	Repair Parts - Calcium Chloride Tank	19.98
82	7035	Supplies - Equipment R&M	1550 Addison Building Material Co	976661	Pressure Washer Repair Parts	26.43
83	7035	Supplies - Equipment R&M	1550 Addison Building Material Co	976752	Pressure Washer Repair Parts	29.47
84	7050	Supplies - Streetscape	1228 Pesche's Inc	G95149	2 Hanging Mums - PW	39.98
85	7055	Supplies - Street R&M	1057 Menard Incorporated	05603	Electric Supplies - Side Garage	49.98
86	7055	Supplies - Street R&M	1057 Menard Incorporated	05699	Graffiti Removal Supplies - Metra Train Station	31.33
87	7055	Supplies - Street R&M	1057 Menard Incorporated	05707	Paint - Metra Train Station	68.99
88	7055	Supplies - Street R&M	1057 Menard Incorporated	05759	Paint - Metra Train Station	68.99
89	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	106053	4.17 Tons Asphalt - Rand Rd Repair - 09/14/2022	275.22
90	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	106470	5.92 Tons Asphalt - Restorations - 09/19/2022	390.72
91	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	106586	3.75 Tons Asphalt - Main Break Repairs - 09/21/2022	247.50
92	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	106723	1.76 Tons Asphalt - Repairs - 09/21/2022	116.16
93	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	107003	7.34 Tons Asphalt - Main Break Repairs - 09/23/2022	484.44

# City of Des Plaines

## Warrant Register 10/17/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
94	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	112650	Sign Post & Hardware	239.25
95	7055	Supplies - Street R&M	1043 WW Grainger Inc	9446225840	10 Streetlight Bulbs	122.55
96	7055	Supplies - Street R&M	1550 Addison Building Material Co	977078	PVC Tubing	39.37
97	7055	Supplies - Street R&M	1192 Sherwin Industries Inc	SS095352	Traffic Marking Paint	1,080.00
98	7320	Equipment < \$5,000	4177 Uline Inc	153823883	Pallet Racks - PW Garage	4,939.30
99	7320	Equipment < \$5,000	4177 Uline Inc	153974931	2 Additional Pallet Rack Beams	468.78
100	7320	Equipment < \$5,000	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	99.99
<b>Total 530 - Street Maintenance</b>					<b>203,360.52</b>	

### Division: 535 - Facilities & Grounds Maintenance

101	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	178.71
102	6115	Licensing/Titles	8708 Coons, Joseph F	Reimb 09/20/2022	CDL License - Superintendent - 09/20/2022 - Exp 12/19/2022	30.00
103	6135	Rentals	8673 Satellite Shelters Incorporated	INV604190	Trailer Rental - Fire Station #61 - 09/19-10/16/2022, R-127-22	1,505.52
104	6135	Rentals	8673 Satellite Shelters Incorporated	INV604191	Trailer Rental - Fire Station #61 - 09/19-10/16/2022, R-127-22	1,505.52
105	6135	Rentals	8673 Satellite Shelters Incorporated	INV604192	Trailer Rental - Fire Station #61 - 09/19-10/16/2022, R-127-22	6,770.00
106	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	30482	Cleaning Services - 7 Buildings - October 2022, R-185-19	8,240.00
107	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	09-4711	Exterior Rodent Control - City Hall & Police - 09/01/2022	80.00
108	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	09-4712	Interior Pest Control - City Hall & Police Station - 09/01/2022	193.00
109	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	09-4713	Interior Pest Control - 7 Buildings - 09/01/2022	605.00
110	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4131411256	Mat Service - Metra Train Station - 09/14/2022	35.55
111	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4132109711	Mat Service - Metra Train Station - 09/21/2022	35.55
112	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4132109734	Mat Service - Police Station - 09/21/2022	128.85
113	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	90346	Pest Control - Food Pantry 769 Holiday Lane - 09/13/2022	118.00
114	6315	R&M Buildings & Structures	1025 Bedco Inc	098213	Service Contract - 09/09/2022	637.50
115	6315	R&M Buildings & Structures	1025 Bedco Inc	098213	Service Contract - 09/09/2022	637.50
116	6315	R&M Buildings & Structures	1025 Bedco Inc	098239	Coil Cleaning - Metra Train Station - 09/15/2022	120.00
117	6315	R&M Buildings & Structures	1748 Novak & Parker Inc	765435	Dryer Service - Fire Station #63 - 09/16/2022	240.30
118	6315	R&M Buildings & Structures	7146 JOS Services Inc	8470	Leak Repair - Police Station Men's Bathroom - 09/02/2022	1,480.00
119	6315	R&M Buildings & Structures	7146 JOS Services Inc	8471	Sink Rodding - Fire Station #62 - 09/13/2022	720.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
120	6315	R&M Buildings & Structures	7146 JOS Services Inc	8472	Sewer Rodding - Metra Train Station - 09/13/2022	610.00
121	6315	R&M Buildings & Structures	7146 JOS Services Inc	8474	Plumbing Repairs - Police Station - 09/14/2022	750.00
122	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9620	Temporary Power Install - Fire Station #61 - 08/27/2022	1,568.00
123	6315	R&M Buildings & Structures	1368 Metropolitan Industries Inc	INV041683	Ejector Pump Replacement - Police Station - 08/11/2022	18,581.00
124	7025	Supplies - Custodial	1029 Cintas Corporation	4131411241	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	151.64
125	7025	Supplies - Custodial	1029 Cintas Corporation	4132109753	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	268.18
126	7025	Supplies - Custodial	1644 Warehouse Direct Inc	5325884-1	2 Fly Traps	13.58
127	7025	Supplies - Custodial	1057 Menard Incorporated	5645	Denatured Alcohol	14.99
128	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	5115	Telescopic Basin Wrench	24.99
129	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1390510	2x10 - Inspection Repairs PW	54.94
130	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2687	Light Switch - Fire Station #62	3.59
131	7045	Supplies - Building R&M	1057 Menard Incorporated	5111	Cold Patch, LED Light, Flipper, Etc. - Fire Station #63	355.20
132	7045	Supplies - Building R&M	1057 Menard Incorporated	5296	LED Lights & Connectors @ Station #63	169.81
133	7045	Supplies - Building R&M	1057 Menard Incorporated	5347	Blank Covers, Outlet Plates, Screens, Etc. - Fire Station #62	202.33
134	7045	Supplies - Building R&M	1057 Menard Incorporated	5366	Gloves, Hex Head, Gutter Screen, Etc. - PW & EMA	124.34
135	7045	Supplies - Building R&M	1057 Menard Incorporated	5417	Cover & Cable Ties - Fire Station #62	68.97
136	7045	Supplies - Building R&M	1057 Menard Incorporated	5466	Caulk, Power Grab, Bleach, Sprayer, Shims, Etc. - Central PS	252.27
137	7045	Supplies - Building R&M	1057 Menard Incorporated	5668	Caulk & Exit Light - City Hall	32.09
138	7045	Supplies - Building R&M	1057 Menard Incorporated	5713	Outlet Plate, UTube, Pestblock - City Hall	76.03
139	7045	Supplies - Building R&M	1057 Menard Incorporated	5964	7 Outlets - Metropolitan Sq Deck	160.93
140	7045	Supplies - Building R&M	1057 Menard Incorporated	5974	Hex Heads, Angle, Strap, Kickplate, Corner Reinforcement - PW	86.00
141	7045	Supplies - Building R&M	5214 State Industrial Products	902620340	Primezyme - City Hall	293.88
142	7045	Supplies - Building R&M	1550 Addison Building Material Co	976910	2 Aluminum Elbows - PW	23.76
143	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/059273	Steel Box, Cover, Nipple, Conduit, Breaker - Fire Station #61	45.63
144	7045	Supplies - Building R&M	8049 Cross Points Sales Inc	P 79891	Smoke Detector Replace w/ Heat Detector - Theater - 08/29/2022	546.22
145	7045	Supplies - Building R&M	8366 Connexion	S1852822.002	Shielded Riser Wire - City Hall	895.54
146	7140	Electricity	1033 ComEd	0459113083-09/22	Electricity Service 08/12-09/13/2022	6,355.19
147	7140	Electricity	1033 ComEd	2685017085-09/22	Electricity Service 08/04-09/02/2022	127.63



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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
148	7140	Electricity	1033 ComEd	4974385007-09/22	Electricity Service 08/09-09/08/2022	23.61
149	7140	Electricity	1033 ComEd	4974507003-09/22	Electricity Service 08/04-09/02/2022	282.26
150	7140	Electricity	1033 ComEd	5310666020-09/22	Electricity Service 07/20-08/09/2022	1,015.84
151	7140	Electricity	1033 ComEd	5310666020-0922A	Electricity Service 08/09-09/02/2022	1,047.74
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>57,487.18</b>	

### Division: 540 - Vehicle Maintenance

152	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	103.25
153	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2354726	30 Tires Recycled - 09/15/2022	112.11
154	6135	Rentals	1029 Cintas Corporation	4131341832	Mechanic's Uniform Rental - 09/14/2022	227.60
155	6135	Rentals	1029 Cintas Corporation	4132019526	Mechanic's Uniform Rental - 09/21/2022	227.60
156	6195	Miscellaneous Contractual Services	8076 Excel Oil Service	E0017704	250 Gals Oil Recycled - 09/14/2022	75.00
157	6305	R&M Equipment	1085 Alexander Equipment Company Inc	191739	Engine Service, Ignition Switch, Display - PW 5040 - 09/14/2022	1,967.77
158	6305	R&M Equipment	1450 Terrace Supply Co	28443	Credit for Evaluation - PW Equipment - 09/16/2022	(90.00)
159	6305	R&M Equipment	1450 Terrace Supply Co	70542870	Repair Estimate - PW Equipment - 09/14/2022	90.00
160	7035	Supplies - Equipment R&M	1078 Acme Truck Brake & Supply Co	01_273066	Hitch Ball, CAC Pipe, CAC Clamps - PW 5083 & Police 6509	20.16
161	7035	Supplies - Equipment R&M	5436 Scrubber City Incorporated	642089	Shock, Breather Cap, Gasket, Fitting, Etc. - PW 5019	261.97
162	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	838081	2 Batteries & Core Deposits - Police 6922	374.96
163	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	838542	Battery - PW 5136	99.15
164	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	BY5606	Hydraulic Coupler - PW 5081	54.79
165	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W04295	Wheel - PW 5033	2,249.35
166	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W04386	Wheel Rings, Valve Stem, Packing Gasket - PW 5033	765.54
167	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_273066	Hitch Ball, CAC Pipe, CAC Clamps - PW 5083 & Police 6509	117.69
168	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_284149	Brake Rotors, Scotseal, Axle Kit, Axel Gaskets - Fire 7706	574.10
169	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_285698	2 Slack Adjusters - PW 5079	203.14
170	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0302949	6 Brake Rotors - Police Stock	673.26
171	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0302952	5 Batteries & 5 Cores - Police Stock	589.46
172	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0302975	6 Purge Valves - Police Stock	237.72
173	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	100286192	Bolt Kits, Wheel Weights, Electrical Connectors - PW Stock	466.03
174	7040	Supplies - Vehicle R&M	1045 Havey Communications	11817	2 Park Kill Modules - Police Stock	148.20

# City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
175	7040	Supplies - Vehicle R&M	1045 Havey Communications	11820	LED Lights & Opticon Pre-Emption Controllers - Police Stock	1,927.85
176	7040	Supplies - Vehicle R&M	1045 Havey Communications	11837	4 Linear Strobes - Police Stock	464.05
177	7040	Supplies - Vehicle R&M	1674 Spring-Align of Palatine, Inc	122126	4 Plow Cutting Edges - PW Stock	630.00
178	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1CR0051938	Battery Core Returns - Police Stock	(55.00)
179	7040	Supplies - Vehicle R&M	1354 MPC Communications & Lighting Inc	22-1281	Rumbler Siren & QuadraFlare - Fire Stock	992.00
180	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	24633	A/C Drier - Fire 7703	174.39
181	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280139001	14 Police Tires - Police Stock	2,331.94
182	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3029355777	ABS Sensor - PW 5080	148.00
183	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1304839	Oxygen Sensor - PW 5901	54.99
184	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	410980575	10 Police Tires - Police Stock	1,517.20
185	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	535990P	Brake Master Cylinder Kit - Police 6068	151.27
186	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	536061P	Brake Master Cylinder Kit - Fire 7413	151.27
187	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	536317P	Door Mirror - Police 6106	334.14
188	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	536497P	2 Shock Absorbers - PW 2028	186.18
189	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	536498P	Seat Belt Buckle - PW 2028	106.58
190	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	536519P	Exhaust Shield - Police 6097	20.40
191	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	536606P	Pipe - Police 6075	206.66
192	7040	Supplies - Vehicle R&M	1671 Terminal Supply Company	74110-00	Twenty 90-Degree Air Fittings - Fire Stock	172.56
193	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	837591	V-Belt & Serpentine Belt - Fire 7703	50.56
194	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	837708	2 Rear Brake Calipers & Cores - PW 2028	306.12
195	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	837759	Brake Calipers & Core Deposit - Fire 7413	306.12
196	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	837813	Returned Core & Parts - Fire 7413	(299.65)
197	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	837823	Radiator Hose & Belt - PW 2028	92.29
198	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	837825	10 Lug Nuts - PW 2028	10.10
199	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	837853	Returned Spring Brake - PW Stock	(9.68)
200	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	837903	6 LED Lights - Fire Stock	99.00
201	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	838125	2 Rear Shocks - Police 6091	210.00
202	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	838301	Diesel Exhaust Fluid - PW & Fire Stock	829.50

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
203	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	838316	3 Qts Gear Oil - Fire 7607	41.55
204	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P18490	Hose Assembly - Fire 7801	224.76
205	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101086260:01	A/C Compressor - Fire 7703	188.88
206	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101086465:01	2 Water Pumps - Fire 7703 & Fire Stock	413.52
207	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101086867:01	Thermostat - Fire 7607	85.49
208	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101086994:01	T-Stat Seal - Fire 7607	5.51
209	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101087006:01	T-Stat Seal - Fire 7607	5.51
210	7120	Gasoline	8331 Avalon Petroleum Company Inc	469371	5,003 Gals Unleaded Gasoline - 09/09/2022, R-163-20	13,011.59
211	7130	Diesel	8331 Avalon Petroleum Company Inc	027549	2,001 Gals Bio Diesel Fuel - 09/09/2022, R-163-20	7,424.34
212	7320	Equipment < \$5,000	1450 Terrace Supply Co	70543485	Plasma Cutter - PW Shop	3,403.37
<b>Total 540 - Vehicle Maintenance</b>						<b>45,462.21</b>

<b>Total 50 - Public Works &amp; Engineering</b>	<b>318,396.22</b>
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Police Department						
<b>Division: 100 - Administration</b>						
213	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	179.28
<b>Total 100 - Administration</b>					<b>179.28</b>	

<b>Division: 610 - Uniformed Patrol</b>						
214	5325	Training	1261 Northeast Multiregional Training	309677	Ground Fighting Instr. 9/6-9/9/2022 (1 Ofc)	200.00
215	5325	Training	1261 Northeast Multiregional Training	310168	Physical Surveillance for Law Enf 9/9-9/10/22-2 Ofcrs	300.00
216	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	1,821.24
217	7200	Other Supplies	2509 Lynn Peavey Co	393506	Box Knives and Evidence Bags	489.34
218	7320	Equipment < \$5,000	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	789.96
<b>Total 610 - Uniformed Patrol</b>					<b>3,600.54</b>	

<b>Division: 620 - Criminal Investigation</b>						
219	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	968.77
<b>Total 620 - Criminal Investigation</b>					<b>968.77</b>	

<b>Division: 630 - Support Services</b>						
220	5325	Training	7568 Calibre Press	62327	Active Threat Incidents 1/11-1/12/2023 (2 Ofc)	718.00
221	6015	Communication Services	8484 PTS Communications Inc	2093410	3 Public Pay Phones Monthly Fee 10/1-10/31//2022	228.00
222	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	428.20
223	6110	Printing Services	1233 Press Tech Inc	49915	2 Boxes of Business Cards 9/16/2022	50.00
224	7000	Office Supplies	1644 Warehouse Direct Inc	5332914-0	8 Reams of Paper	428.24

# City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
225	7015	Supplies - Police Range	1288 Eagle Point Gun/TJ Morris & Son	145783	Dept. Ammo 9MM (26 Cases), 5.56MM (40 Cases) .40 Cal (3 Cases)	19,792.00
226	7200	Other Supplies	1018 Anderson Lock Company LTD	1102325	3 Combination Padlock for Bang Boxes	74.04
227	7200	Other Supplies	8243 Mallory Safety & Supply LLC	5448598	17 Packs of Prisoner Blankets	2,432.96
<b>Total 630 - Support Services</b>					<b>24,151.44</b>	

<b>Total 60 - Police Department</b>	<b>28,900.03</b>
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Fire Department						
Division: 100 - Administration						
228	5325	Training	1252 NIPSTA	42819191	ICS-300, ICS-400 10/10-10/12, 10/24-10/25/2022-Dep. Chief	650.00
229	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	273.92
230	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8002357961	On-Site Shredding Services 08/19/22- Fire Dept. Administration	102.98
<b>Total 100 - Administration</b>					<b>1,026.90</b>	

Division: 710 - Emergency Services						
231	5325	Training	1252 NIPSTA	35194920	Instructor 1 Class 8/15-8/19/22 - Lieutenant	500.00
232	5325	Training	1252 NIPSTA	44168161	HazMat Tech Class - 10/10-10/21/22 - Paramedic	1,800.00
233	5325	Training	1252 NIPSTA	45101455	Instructor II, ICS-300, ICS-400-10/10/22-12/13/22-Paramedic	1,150.00
234	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	918.81
235	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	756.41
236	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-22-10	R-141-13 Monthly Dispatch Service October 2022	66,642.00
237	6195	Miscellaneous Contractual Services	8263 Eagle Engraving Inc	2022-5300	Retirement Axe and Engraving 08/26/2022 - Paramedic	386.00
238	6305	R&M Equipment	2240 United Radio Communications	102041192-1	Cleaning and Reset of Radio Control Head-7/22/22	99.50
239	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-17251	On-Going Vehicle Maintenance R-85-22-Squad 63 9/23/22	987.69
240	7000	Office Supplies	1644 Warehouse Direct Inc	5320304-1	Label Maker	52.26
241	7200	Other Supplies	7261 FireCraft Safety Products LLC	22-3428	Combo Gas	304.52
242	7200	Other Supplies	1043 WW Grainger Inc	9448849985	1 Pack Dinner Forks	7.60
243	7200	Other Supplies	7261 FireCraft Safety Products LLC	CM 22-2608	Credit for 2 Hydrogen Sulfide	(240.79)
244	7300	Uniforms	3212 On Time Embroidery Inc	101489	Soft Toe Work Boot - Paramedic	169.00
245	7300	Uniforms	3212 On Time Embroidery Inc	102477	S/S Polo - Paramedic	46.00
246	7300	Uniforms	3212 On Time Embroidery Inc	102800	2 Shirt Badges, 8 S/S Polos - Quartermaster Stock	566.00
247	7300	Uniforms	3212 On Time Embroidery Inc	102836	Stryke Trousers - Paramedic	76.00
248	7300	Uniforms	3212 On Time Embroidery Inc	102851	3 S/S Polos Paramedic	138.00

# City of Des Plaines

## Warrant Register 10/17/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
249	7300	Uniforms	3212 On Time Embroidery Inc	102963	4 T-Shirts - Engineer	56.00
250	7300	Uniforms	3212 On Time Embroidery Inc	103538	2 S/S Polos, 3 T-Shirts, Stryke Trousers - Engineer	210.00
251	7300	Uniforms	3212 On Time Embroidery Inc	103640	6 T-Shirts - Paramedic	84.00
252	7300	Uniforms	3212 On Time Embroidery Inc	103932	Job Shirt, 2 L/S T-Shirts - Paramedic	104.00
253	7300	Uniforms	3212 On Time Embroidery Inc	103985	4 Polos L/XL - Quartermaster Stock	184.00
254	7300	Uniforms	3212 On Time Embroidery Inc	105122	Twill Cap, 4 T-Shirts - Paramedic	66.00
255	7300	Uniforms	3212 On Time Embroidery Inc	105124	Twill Cap, 2 BDU Shorts, 4 T-Shirts, Oxford - Paramedic	256.00
256	7300	Uniforms	3212 On Time Embroidery Inc	105125	3 Polos, Shorts, Sweatpants, 2 Station Pants - Battalion Chief	307.00
257	7300	Uniforms	3212 On Time Embroidery Inc	105126	3 Station Pants - Lieutenant	189.00
258	7300	Uniforms	3212 On Time Embroidery Inc	96616	Side Zip Boot - Lieutenant	119.00
259	7320	Equipment < \$5,000	1080 Air One Equipment Inc	185191	3 Helmet Flashlights, 7 Flashlights, 20 Helmet Bands	801.65
260	7320	Equipment < \$5,000	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	404.98
261	7320	Equipment < \$5,000	2313 City Electric Supply Company (CES)	DEP/058592	Sawzall, 3 Flood Lights, Tool Case, Etc.	507.90
262	7320	Equipment < \$5,000	2313 City Electric Supply Company (CES)	DEP/058593	4 Milwaukee Mounting Flood Lights	396.00
<b>Total 710 - Emergency Services</b>					<b>78,044.53</b>	

<b>Division: 720 - Fire Prevention</b>						
263	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	136.39
264	7300	Uniforms	3212 On Time Embroidery Inc	105123	5 T-Shirts, Side Zip Boot, Sweatpants - Division Chief	196.00
<b>Total 720 - Fire Prevention</b>					<b>332.39</b>	

<b>Division: 730 - Emergency Management Agency</b>						
265	6015	Communication Services	1936 DTN LLC	6189190	2022 Weather Billing for EMA 10/08/22-11/07/22	401.00
266	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	42.32
<b>Total 730 - Emergency Management Agency</b>					<b>443.32</b>	

<b>Total 70 - Fire Department</b>					<b>79,847.14</b>
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<b>Department: 75 - Fire &amp; Police Commission</b>						
267	5340	Pre-Employment Testing	5372 COPS & FIRE Personnel Testing Service	107494	Pre-Employment Psychological Testing Services 8/11/2022	450.00
<b>Total 75 - Fire &amp; Police Commission</b>					<b>450.00</b>	

<b>Total 100 - General Fund</b>					<b>535,085.94</b>
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# City of Des Plaines

## Warrant Register 10/17/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 207 - TIF #7 Mannheim/Higgins South</b>						
268	6000	Professional Services	1332 Kane McKenna & Associates	18858	TIF Consulting Service August 1-31, 2022	462.50
<b>Total 207 - TIF #7 Mannheim/Higgins South</b>					<b>462.50</b>	

<b>Fund: 208 - TIF #8 Oakton</b>						
269	6000	Professional Services	8133 Elrod Friedman LLP	9690	8-22 Non-Retainer Matters	161.00
<b>Total 208 - TIF #8 Oakton</b>					<b>161.00</b>	

<b>Fund: 230 - Motor Fuel Tax Fund</b>						
270	6000	Professional Services	7355 Soil & Material Consultants Inc	48130	2022 CIP Contract A Cylinders Testing 08/12-08/17/2022	560.00
271	6000	Professional Services	7355 Soil & Material Consultants Inc	48131	2022 CIP Contract A Cylinders Testing 08/02-08/12/2022	302.00
272	7140	Electricity	1033 ComEd	0193753007-09/22	Electricity Service 08/09-09/08/2022	82.56
273	7140	Electricity	1033 ComEd	0237106099-09/22	Electricity Service 08/04-09/02/2022	325.62
274	7140	Electricity	1033 ComEd	0392121005-09/22	Electricity Service 08/04-09/02/2022	151.88
275	7140	Electricity	1033 ComEd	0445091056-09/22	Electricity Service 08/04-09/02/2022	397.80
276	7140	Electricity	1033 ComEd	0725000037-09/22	Electricity Service 08/05-09/06/2022	37.74
277	7140	Electricity	1033 ComEd	1273119011-09/22	Electricity Service 08/05-09/06/2022	3,215.52
278	7140	Electricity	1033 ComEd	1521117181-09/22	Electricity Service 08/04-09/02/2022	315.43
279	7140	Electricity	1033 ComEd	2493112068-09/22	Electricity Service 08/04-09/02/2022	40.32
280	7140	Electricity	1033 ComEd	2607132134-09/22	Electricity Service 08/03-09/01/2022	286.80
281	7140	Electricity	1033 ComEd	2644104014-09/22	Electricity Service 08/03-09/01/2022	234.99
282	7140	Electricity	1033 ComEd	2901166089-09/22	Electricity Service 08/04-09/02/2022	680.28
283	7140	Electricity	1033 ComEd	2943015087-09/22	Electricity Service 07/21-08/19/2002	15,611.76
284	7140	Electricity	1033 ComEd	3471079047-09/22	Electricity Service 08/04-09/02/2022	40.07
285	7140	Electricity	1033 ComEd	6045062008-09/22	Electricity Service 08/04-09/02/2022	97.08
286	7160	Ice Control	6461 Compass Minerals America Inc	1044385	Bulk Rock Salt - 09/12/2022, R-180-21	7,358.40
287	8100	Improvements	1328 John Neri Construction Company Inc	2022-CIP-MFT-P4	2022 CIP MFT Street & Util Imp 08/30-09/27/2022 R-92-22	374,122.61
<b>Total 230 - Motor Fuel Tax Fund</b>					<b>403,860.86</b>	

<b>Fund: 250 - Grant Projects Fund</b>						
<b>Program: 2510 - Public Safety Grants</b>						
288	7320	Equipment < \$5,000	2313 City Electric Supply Company (CES)	DEP/058592	Sawzall, 3 Flood Lights, Tool Case, Etc.	1,000.00
<b>Total 2510 - Public Safety Grants</b>					<b>1,000.00</b>	

# City of Des Plaines

## Warrant Register 10/17/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Program: 2520 - Capital Grants</b>					
289	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	196563-0L60001 Legal Fees-Ballard Rd Sidepath-2520 Ballard Rd 5/31-6/30/22	1,080.00
290	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	197482-0L60001 Legal Fees-Ballard Rd Sidepath-2520 Ballard Rd 7/1-7/29/22	2,677.50
291	6005	Legal Fees	8169 Burke, Warren, MacKay & Serritella PC	247474-0M70009 Legal Fees-Rand Rd Sidepath-1507 Rand Rd 05/10-05/11/2021	320.00
292	6005	Legal Fees	8169 Burke, Warren, MacKay & Serritella PC	254583-0M70009 Legal Fees-Rand Rd Sidepath-1507 Rand Rd 11/09-11/29/2021	1,980.00
293	6005	Legal Fees	8133 Elrod Friedman LLP	9680 8-22 Non-Retainer IEMA & FEMA Review Phase 5	1,104.00
294	6005	Legal Fees	8133 Elrod Friedman LLP	9681 8-22 Non-Retainer IEMA & FEMA Review Phase 4	253.00
<b>Total 2520 - Capital Grants</b>					<b>7,414.50</b>
<b>Total 250 - Grant Projects Fund</b>					<b>8,414.50</b>
<b>Fund: 260 - Asset Seizure Fund</b>					
<b>Program: 2610 - Customs</b>					
295	8015	Equipment	1026 CDW LLC	DB22358 44 Panasonic Laptops R-114-22	146,162.72
<b>Total 2610 - Customs</b>					<b>146,162.72</b>
<b>Total 260 - Asset Seizure Fund</b>					<b>146,162.72</b>
<b>Fund: 400 - Capital Projects Fund</b>					
296	6000	Professional Services	5659 V3 Companies of Illinois Ltd	17050-26 Engr Svcs-S-Curve Bike/Ped Underpass Ph 1 8/1/2022-8/27/2022	9,108.36
297	6000	Professional Services	8492 TranSystems Corporation	390377-03 R-171-21 Ph 1 Eng Srv-Algonquin Rd/UPRR Grade Sep 8/20-9/16/22	33,211.06
298	6000	Professional Services	8684 Cage Engineering, Inc.	6560 Professional Engr Svcs - Halston Market 9/6/2022	1,210.00
299	6015	Communication Services	1552 Verizon Wireless	9915758651 Communication Service 08/14-09/13/2022	92.35
<b>Total 400 - Capital Projects Fund</b>					<b>43,621.77</b>
<b>Fund: 420 - IT Replacement Fund</b>					
300	6140	Leases	5109 Konica Minolta Premier Finance	5021945639 Konica Minolta Lease 10/21/22 - 11/20/22	7,304.18
<b>Total 420 - IT Replacement Fund</b>					<b>7,304.18</b>
<b>Fund: 430 - Facilities Replacement Fund</b>					
301	6000	Professional Services	7661 FGM Architects Inc	22-3414.01-5 Entry Design - City Hall/Police - 07/30-08/26/2022, R-198-21	1,494.25
302	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	993067 City Hall AHU Replacement Pymt 4 -6/01-08/31/2022 - R-115-21	170,803.53
303	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	993109 AHU Replacement-City Hall-PayApp#5-09/01-09/30/2022, R-115-21	151,219.47
304	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	FireStation61-P1 Fire Station #61 Remodel-Pay App #1-07/19-09/15/2022, R-126-22	160,020.00
<b>Total 430 - Facilities Replacement Fund</b>					<b>483,537.25</b>
<b>Fund: 500 - Water/Sewer Fund</b>					
<b>Non Departmental</b>					
<b>Division: 550 - Water Systems</b>					
305	6015	Communication Services	1552 Verizon Wireless	9915758651 Communication Service 08/14-09/13/2022	856.12

# City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
306	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	7.58
307	6110	Printing Services	1233 Press Tech Inc	49914	1 Box of Business Cards 09/16/2022	25.00
308	6115	Licensing/Titles	7820 Kelley, Sean	Reimb 08/18/2022	CDL License - Water Crew Leader - 08/18/2022 - Exp 04/04/2026	30.00
309	6195	Miscellaneous Contractual Services	3781 Smith Ecological Systems Company	23982	Chlorine Repairs - Pumping Station - 09/26/2022	824.10
310	6195	Miscellaneous Contractual Services	6992 Core & Main LP	R295236	Water Meter Purchase & Installs - 06/06-06/11/2022, R-3-22	8,820.00
311	6195	Miscellaneous Contractual Services	6992 Core & Main LP	R295710	Water Meter Purchase & Installs - 06/13-06/19/2022, R-3-22	11,198.00
312	6195	Miscellaneous Contractual Services	6992 Core & Main LP	R296582	Water Meter Purchase & Installs - 06/20-06/26/2022, R-3-22	15,676.00
313	6195	Miscellaneous Contractual Services	6992 Core & Main LP	R297034	Water Meter Purchase & Installs - 06/27-07/02/2022, R-3-22	7,840.00
314	6195	Miscellaneous Contractual Services	6992 Core & Main LP	R297316	Water Meter Purchase & Installs - 07/05-07/11/2022, R-3-22	8,373.00
315	7000	Office Supplies	1644 Warehouse Direct Inc	5335806-0	Colored Pencils, Markers, Pens, Folders, Tape - PW	43.36
316	7030	Supplies - Tools & Hardware	1709 Ziebell Water Service Products Inc	259345-000	4 Hydrant Wrenches & 3 Manhole Hooks	409.00
317	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	5714	PVC Pipe, Bungee Kit, Tape, Etc.	56.29
318	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	2738	Air Couplings, Air Plugs, & Seal Thread Tape	41.31
319	7035	Supplies - Equipment R&M	1484 Thompson Rental Station Inc	600961-3	Propane Tanks - PW 9040	89.10
320	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	837367	Core Deposit Return - PW 9047	(54.00)
321	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI11190359	4 Shock Mounts - PW 9063	80.57
322	7040	Supplies - Vehicle R&M	1674 Spring-Align of Palatine, Inc	122121	2 Leaf Springs, 4 Bolt Kits, 2 Shackles, 4 U-Bolts - PW 9051	1,995.53
323	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	536319P	Bolts & Nuts - PW 9051	44.80
324	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	837664	Brake Pads & Rotors - PW 9051	423.25
325	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	837712	2 Wheel Seals - PW 9051	132.92
326	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10457754	48 Rolls Sod & Pallet Deposit - 09/14/2022	180.60
327	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10457826	2.0 Cu Yds Top Soil - Parkway Repair - 09/14/2022	64.00
328	7070	Supplies - Water System Maintenance	2053 USA Bluebook	122341	PSI Transducer	509.95
329	7070	Supplies - Water System Maintenance	2414 Joseph D Foreman & Company Inc	331557	Hydrant Repair Parts	2,151.63
330	7070	Supplies - Water System Maintenance	4093 White Cap LP	50019650238	2 Wood Stake Bundles - Concrete Repair	82.58
331	7070	Supplies - Water System Maintenance	4093 White Cap LP	50019687544	Marking Paint	97.68
332	7070	Supplies - Water System Maintenance	1072 Prairie Material	890690343	1.75 Cu Yds Concrete - Repairs - 09/12/2022	244.19
333	7070	Supplies - Water System Maintenance	1072 Prairie Material	890708108	1.0 Cu Yd Concrete - LaSalle & Bradley - 09/22/2022	125.25
334	7070	Supplies - Water System Maintenance	3217 Ozinga Ready Mix Concrete Inc	ARI00450429	3.5 Cu Yds Concrete - Street Repair - 09/14/2022	851.88



# City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
335	7070	Supplies - Water System Maintenance	3217 Ozinga Ready Mix Concrete Inc	ARI00454730	7.0 Cu Yds Concrete - Restorations - 09/19/2022	1,439.75
336	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Q864310	20 I-Perl Cables	640.00
337	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R381959	5 Repair Sleeves	980.00
338	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R574865	Water Meter Purchase & Installs - 09/15/2022	2,446.00
339	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R600724	Water Meter Purchase & Installs - 08/01/2022, R-3-22	429.00
340	7120	Gasoline	8331 Avalon Petroleum Company Inc	469371	5,003 Gals Unleaded Gasoline - 09/09/2022, R-163-20	1,518.75
341	7130	Diesel	8331 Avalon Petroleum Company Inc	027549	2,001 Gals Bio Diesel Fuel - 09/09/2022, R-163-20	297.04
342	7140	Electricity	1033 ComEd	0718079040-09/22	Electricity Service 08/04-09/02/2022	67.65
343	7140	Electricity	1033 ComEd	1602149012-09/22	Electricity Service 08/03-09/01/2022	71.79
344	7140	Electricity	1033 ComEd	2382141015-09/22	Electricity Service 08/04-09/02/2022	34.34
345	7140	Electricity	1033 ComEd	2902009038-09/22	Electricity Service 08/02-09/01/2022	140.48
346	7140	Electricity	1033 ComEd	3526170000-0822A	Electricity Service 08/02-08/31/2022	49.18
347	7140	Electricity	1033 ComEd	4436122006-09/22	Electricity Service 08/15-09/13/2022	8,419.05
348	7140	Electricity	1033 ComEd	5646761001-0822A	Electricity Service 08/02-08/31/2022	23.60
349	7140	Electricity	1033 ComEd	6152054027-09/22	Electricity Service 08/03-09/01/2022	6,151.04
350	7320	Equipment < \$5,000	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	99.99
<b>Total 550 - Water Systems</b>					<b>84,027.35</b>	

<b>Division: 560 - Sewer Systems</b>						
351	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	491.24
352	6505	Subsidy - Sewer Lateral Program	8711 Shepard, Eleanor M	SLP 22-015	Sanitary Sewer Rebate 09/28/2022	100.00
353	6510	Subsidy - Flood Assistance	8710 Des Plaines Town Square Condo	FRP 22-016	Flood Rebate 09/28/2022	2,000.00
354	7020	Supplies - Safety	2053 USA Bluebook	113393	Analog Radio for Communications on Sewer Jobs	236.95
355	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	5368	Sledge Hammer	38.98
356	7035	Supplies - Equipment R&M	1575 Pirtek O'Hare	OH-T00020137	Steel Fitting - PW 8033	24.77
357	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	6623	Glass Cleaner & Fabric Cleaner - PW	313.68
358	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	837659	Brake Chamber - PW 8020	9.68
359	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	5416	Spout, Gutter Screen, Elbow, Caulk - O'Hare Lakes	40.09
360	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	5418	Hydraulic Cement, Clamp, Trowels, Spout, Etc. - Maple PS	154.48
361	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890700179	1.0 Cu Yds Concrete - 511 Easy Street - 09/16/2022	125.25

# City of Des Plaines

## Warrant Register 10/17/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
362	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890704087	1.0 Cu Yd Concrete - 1396 Thacker St - 09/20/2022	128.30
363	7075	Supplies - Sewer System Maintenance	3217 Ozinga Ready Mix Concrete Inc	ARI00452491	1.0 Cu Yd Concrete - Sewer Repair - 09/15/2022	252.25
364	7075	Supplies - Sewer System Maintenance	1347 Lurvey Landscape Supply	T1-10457781	4.0 Cu Yds Gravel to Fill Well @ 31 E Kathleen - 09/14/2022	184.00
365	7075	Supplies - Sewer System Maintenance	1347 Lurvey Landscape Supply	T1-10458592	2.0 Cu Yds Top Soil - Restorations - 09/19/2022	64.00
366	7075	Supplies - Sewer System Maintenance	1347 Lurvey Landscape Supply	T1-10459871	25 Lbs Grass Seed - 09/26/2022	97.00
367	7120	Gasoline	8331 Avalon Petroleum Company Inc	469371	5,003 Gals Unleaded Gasoline - 09/09/2022, R-163-20	611.74
368	7130	Diesel	8331 Avalon Petroleum Company Inc	027549	2,001 Gals Bio Diesel Fuel - 09/09/2022, R-163-20	1,015.19
369	7140	Electricity	1033 ComEd	0096017042-09/22	Electricity Service 08/04-09/02/2022	552.41
370	7140	Electricity	1033 ComEd	0575134020-0822A	Electricity Service 08/02-08/31/2022	64.32
371	7140	Electricity	1033 ComEd	0640144010-09/22	Electricity Service 08/04-09/02/2022	36.77
372	7140	Electricity	1033 ComEd	0762050019-09/22	Electricity Service 08/05-09/06/2022	22.09
373	7140	Electricity	1033 ComEd	2038128006-0822A	Electricity Service 08/02-08/31/2022	48.06
374	7140	Electricity	1033 ComEd	2148094073-09/22	Electricity Service 08/05-09/06/2022	54.23
375	7140	Electricity	1033 ComEd	3461136053-07/22	Electricity Service 06/03-07/05/2022	32.92
376	7140	Electricity	1033 ComEd	3461136053-09/22	Electricity Service 08/03-09/01/2022	40.79
377	7140	Electricity	1033 ComEd	3526009006-09/22	Electricity Service 08/04-09/02/2022	74.46
378	7140	Electricity	1033 ComEd	3657136067-09/22	Electricity Service 08/04-09/02/2022	79.29
379	7140	Electricity	1033 ComEd	4995025051-09/22	Electricity Service 08/03-09/01/2022	27.14
380	7140	Electricity	1033 ComEd	5060090016-09/22	Electricity Service 08/05-09/06/2022	110.11
381	7140	Electricity	1033 ComEd	5814097012-09/22	Electricity Service 08/04-09/02/2022	27.95
382	7140	Electricity	1033 ComEd	6331089024-0822A	Electricity Service 08/02-08/31/2022	135.04
383	8015	Equipment	2053 USA Bluebook	114748	Davit Arm Confined Space Equipment	1,017.25
<b>Total 560 - Sewer Systems</b>					<b>8,210.43</b>	

Division: 580 - CIP - Water/Sewer						
384	6000	Professional Services	2506 Trotter & Associates Inc	20486	TO#13 Construct Phase Svcs - Maple - 08/01-08/28/2022, R-145-21	358.50
385	6000	Professional Services	2506 Trotter & Associates Inc	20487	TO#14 Cont Support Svcs Water Sys Model - 08/01-08/28/2022	478.00
386	6000	Professional Services	2506 Trotter & Associates Inc	20488	TO#19 Con Phase Svcs Wtr Sys Sep - 08/01-08/28/2022, R-48-22	119.50
387	6000	Professional Services	2506 Trotter & Associates Inc	20489	TO#21 Eng Services - Maple St VFDs - 03/01-08/28/2022, R-133-22	33,267.00
388	6000	Professional Services	2506 Trotter & Associates Inc	20499	TO#22 Control Sys Review-Levee 50 - 08/01-08/28/2022, R-16-20	2,270.50

# City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
389	8100	Improvements	1328 John Neri Construction Company Inc	2022-CIP-MFT-P4 2022 CIP MFT Street & Util Imp 08/30-09/27/2022 R-92-22	389,594.64
390	8100	Improvements	8364 Super Electric Construction Company	42507 IP Camera Install - Central Rd PS - 08/08-08/12/2022	19,640.00
<b>Total 580 - CIP - Water/Sewer</b>					<b>445,728.14</b>

<b>Total 00 - Non Departmental</b>	<b>537,965.92</b>
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Department: 30 - Finance						
391	6015	Communication Services	1552 Verizon Wireless	9915758651	Communication Service 08/14-09/13/2022	65.98
392	6025	Administrative Services	7615 Sebis Direct Inc	39849	Utility Bill Rendering Services for Drop Date 09/15/2022	1,154.74
393	7000	Office Supplies	1644 Warehouse Direct Inc	5330849-0	10 Notebooks, 7 Dozen Pens and 1 Pack of Wooden Stir Sticks	83.83
<b>Total 30 - Finance</b>					<b>1,304.55</b>	

<b>Total 500 - Water/Sewer Fund</b>	<b>539,270.47</b>
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Fund: 510 - City Owned Parking Fund						
394	6195	Miscellaneous Contractual Services	1728 Total Parking Solutions Inc	105921	Annual Parking Machine Maintenance - 10/07/2022-10/06/2023	6,240.00
395	7140	Electricity	1033 ComEd	0354464001-09/22	Electricity Service 08/04-09/02/2022	1,655.87
396	7140	Electricity	1033 ComEd	2239082030-09/22	Electricity Service 08/04-09/02/2022	958.95
397	7140	Electricity	1033 ComEd	4722388001-09/22	Electricity Service 08/04-09/02/2022	19.08
398	7140	Electricity	1033 ComEd	4791127023-09/22	Electricity Service 08/04-09/06/2022	1,564.67
399	7140	Electricity	1033 ComEd	5310303000-09/22	Electricity Service 08/04-09/02/2022	173.15
<b>Total 510 - City Owned Parking Fund</b>					<b>10,611.72</b>	

Fund: 520 - Metra Leased Parking Fund						
400	6195	Miscellaneous Contractual Services	1728 Total Parking Solutions Inc	105921	Annual Parking Machine Maintenance - 10/07/2022-10/06/2023	3,360.00
401	6305	R&M Equipment	1728 Total Parking Solutions Inc	105948	Cumberland Pay Station Repair 09/23/2022	790.00
402	7140	Electricity	1033 ComEd	5222730006-0822A	Electricity Service 08/02-08/31/2022	81.08
<b>Total 520 - Metra Leased Parking Fund</b>					<b>4,231.08</b>	

Fund: 600 - Risk Management Fund						
403	6005	Legal Fees	8133 Elrod Friedman LLP	9697	8-22 Non-Retainer PSEBA Proceedings	346.50
<b>Total 600 - Risk Management Fund</b>					<b>346.50</b>	

Fund: 610 - Health Benefits Fund						
404	6195	Miscellaneous Contractual Services	8374 Wex Health Incorporated	0001586569-IN	Commuter, FSA, and COBRA Monthly Admin Fees August 2022	696.25
<b>Total 610 - Health Benefits Fund</b>					<b>696.25</b>	

# City of Des Plaines

## Warrant Register 10/17/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 700 - Escrow Fund</b>					
405	2229	Event - Holiday Lighting	4631 Sparkles Entertainment Incorporated	221202CDP Deposit for 12/02/2022 Santa at Holiday Tree Lighting Event	200.00
406	2430	Escrow - Police Items	1320 IL State Police	Cost 01755-08/22 Fingerprint Background Check Services August 2022	113.00
407	2493	Escrow - CED Development	8133 Elrod Friedman LLP	9685 8-22 Reimb Redevelopment	80.00
408	2493	Escrow - CED Development	8133 Elrod Friedman LLP	9686 8-22 Reimb Redevelopment	80.00
409	2493	Escrow - CED Development	8133 Elrod Friedman LLP	9687 8-22 Reimb Redevelopment	2,759.00
410	2493	Escrow - CED Development	8133 Elrod Friedman LLP	9689 8-22 Reimb Redevelopment	114.00
411	2493	Escrow - CED Development	8133 Elrod Friedman LLP	9701 8-22 Reimb Redevelopment	150.09
412	2493	Escrow - CED Development	8133 Elrod Friedman LLP	9702A 8-22 Reimb Redevelopment	1,282.50
<b>Total 700 - Escrow Fund</b>					<b>4,778.59</b>
<b>Grand Total</b>					<b>2,188,545.33</b>

# City of Des Plaines

## Warrant Register 10/17/2022

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 100 - General Fund</b>						
<b>Department: 00 - Non Departmental</b>						
413	4849	Miscellaneous Revenues	8713 Topolanski, Kacper	Ref C0483-000064	Duplicate Payment for Ticket C0483-000064	250.00
414	4849	Miscellaneous Revenues	8714 Moreno, Ofelia	Ref P0527-000106	Duplicate Payment for Ticket P0527-000106	25.00
415	4849	Miscellaneous Revenues	8715 Makkambay Ltd	Ref P1013-008931	Duplicate Payment for Ticket P1013-008931	25.00
416	4849	Miscellaneous Revenues	8715 Makkambay Ltd	Ref P1013-008991	Duplicate Payment for Ticket P1013-008991	31.00
417	4849	Miscellaneous Revenues	8715 Makkambay Ltd	Ref P1013-009029	Duplicate Payment for Ticket P1013-009029	31.00
418	4849	Miscellaneous Revenues	4366 AutoNation Inc	Ref2021-00000079	Overpayment for False Alarm FD	100.00
<b>Total 00 - Non Departmental</b>					<b>462.00</b>	

<b>City Administration</b>						
<b>Division: 230 - Information Technology</b>						
419	6015	Communication Services	1010 AT&T Mobility	2870253339590922	Communication Service 08/04-09/03/2022	132.45
<b>Total 230 - Information Technology</b>					<b>132.45</b>	

<b>Total 20 - City Administration</b>					<b>132.45</b>
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<b>Public Works &amp; Engineering</b>						
<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>						
420	6135	Rentals	1047 Home Depot Credit Svcs	6900010	Carpet Cleaner Rental Deposit - 09/08/2022	50.00
421	6135	Rentals	1047 Home Depot Credit Svcs	6900025	Carpet Cleaner Return - City Hall - 09/08/2022	(24.00)
422	7035	Supplies - Equipment R&M	1047 Home Depot Credit Svcs	6070239	Vacuum Hose, Filters, Furniture Hole Covers, Cleaner	69.69
423	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2026426	Door Supplies - PW E-Waste Building	439.35
424	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2628344	Gutter Scoop & Emergency Light - PW	53.35
425	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3084681	Light Bulbs - Police Station	125.78
426	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4026176	Chain & Light Socket - Willie Rd Lift Station	37.94
427	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4072081	Electrical Supplies for Inspection Report Repairs - PW	79.92
428	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5071914	Supplies to Run New Cat6 Lines in Basement - City Hall	58.80
429	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	514858	Flat Washers & Hex Nuts - City Hall	49.30

# City of Des Plaines

## Warrant Register 10/17/2022

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
430	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7027127	Screws, Cord, Surge Protector, Locknut, Etc. - City Hall	61.23
431	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8071408	Supplies for Inspection Report Repairs - Central PS	91.57
432	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8071442	Wall Mount Key Safe - PW	39.78
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>1,132.71</b>	

<b>Total 50 - Public Works &amp; Engineering</b>	<b>1,132.71</b>
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Police Department						
Division: 610 - Uniformed Patrol						
433	6015	Communication Services	1032 Comcast	09/18/2022 x6724	Internet/Cable Service Oct 2022	105.10
<b>Total 610 - Uniformed Patrol</b>					<b>105.10</b>	

<b>Total 60 - Police Department</b>	<b>105.10</b>
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Department: 90 - Overhead						
434	6015	Communication Services	1032 Comcast	09/20/22 x6732	Internet/Cable Service Oct 2022	63.06
435	6015	Communication Services	1032 Comcast	153224544-8482	Internet/Cable Service 08/15-09/14/2022	1,575.00
436	6015	Communication Services	1032 Comcast	155379248-8482	Internet/Cable Service 09/15-10/14/2022	1,575.00
437	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100157 95	Internet/Cable Service 09/21-10/20/2022	661.37
438	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100157 95	Internet/Cable Service 09/21-10/20/2022	396.36
439	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100157 95	Internet/Cable Service 09/21-10/20/2022	98.00
440	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100157 95	Internet/Cable Service 09/21-10/20/2022	370.00
441	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100157 95	Internet/Cable Service 09/21-10/20/2022	370.00
442	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100157 95	Internet/Cable Service 09/21-10/20/2022	591.00
443	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100157 95	Internet/Cable Service 09/21-10/20/2022	795.00
444	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100157 95	Internet/Cable Service 09/21-10/20/2022	500.00
<b>Total 90 - Overhead</b>					<b>6,994.79</b>	

<b>Total 100 - General Fund</b>	<b>8,365.05</b>
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# City of Des Plaines

## Warrant Register 10/17/2022

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 400 - Capital Projects Fund</b>						
445	8100	Improvements	8704 Digirolamo, Joanne	Reimb 09/22/2022	Sprinkler Sys Repair 9/9/22 @ 231 Marshall Dr-2022 Concrete Prog	500.00
<b>Total 400 - Capital Projects Fund</b>					<b>500.00</b>	
<b>Fund: 500 - Water/Sewer Fund</b>						
<b>Division: 550 - Water Systems</b>						
446	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100157 95	Internet/Cable Service 09/21- 10/20/2022	280.00
447	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100157 95	Internet/Cable Service 09/21- 10/20/2022	320.00
448	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	8460271	Spotlight & Battery	198.00
<b>Total 550 - Water Systems</b>					<b>798.00</b>	
<b>Total 500 - Water/Sewer Fund</b>					<b>798.00</b>	
<b>Grand Total</b>					<b>10,125.05</b>	

# City of Des Plaines

## Warrant Register 10/17/2022

### Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 2,188,545.33 **	10/17/2022
Manual Checks	\$ 10,125.05 **	9/29/2022
Payroll	\$ 1,355,088.13	10/7/2022
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage Meter Direct Debits	\$ 10,000.00	9/20/2022
Utility Billing Refunds	\$ 25,371.44	9/26/2022
Debt Interest Payment	\$ -	
IMRF Payments	\$ -	
Employee Medical Trust	\$ 707,263.58	10/3/2022
<b>Total Cash Disbursements:</b>	<b><u>\$ 4,296,393.53</u></b>	

\* Multiple transfers processed on and/or before date shown

\*\* See attached report

Adopted by the City Council of Des Plaines  
This Seventeenth Day of October 2022  
Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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Jessica M. Mastalski, City Clerk

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Andrew Goczkowski, Mayor





COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: October 6, 2022

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community & Economic Development (CED) *JTC*  
Jonathan Stytz, AICP, Senior Planner *JS*

Subject: Zoning Text Amendments Regarding Number of Principal Buildings Allowed on a Single Zoning Lot

**Issue:** Consideration of text amendments to Section 12-7-1.A of the Zoning Ordinance to allow more than one principal building or structure on a single zoning lot for specific institutional uses and for lots in the C-2 Limited Office and C-3 General Commercial Districts of at least one-half acre.

**PIN:** Citywide

**Petitioner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

**Case Number:** #22-041-TA

**Request Description:** The City of Des Plaines is proposing amending the Zoning Ordinance to add an allowance for more than one principal building or structure on a zoning lot in the following instances: (i) a C-2 or C-3-zoned property of at least one-half acre in size; and (ii) for institutional uses (e.g., parks and recreation centers; elementary, middle, and high schools; colleges and universities; and residentially zoned assembly uses) on property that is not zoned institutional.

**Background**

Land development is diverse and can take on many forms depending on different factors such as the site's location, size, use, zoning district, and local regulations. While many sites consist of a singular use, this is not necessarily the trend for development or a goal of the Comprehensive Plan. An overarching principle of the Comprehensive Plan is to expand mixed-use developments, especially along major thoroughfares throughout the City, to "encourage development within compact areas of land, reduce traffic and pollution, and contribute to the creation of a pedestrian-friendly environment." Based on the land use, the type and design of a proposed development could be multi-faceted by function, aesthetics, and purpose. Sites intended for multiple uses—especially sites delineated to provide separate spaces for individual uses—may require multiple buildings or structures. Where developers intend to create separate spaces for different uses or design the site in mind for future subdivision, a more flexible Zoning Ordinance can foster opportunities with developers and users than ordinances with restrictive regulations. When too restrictive, zoning may prohibit or reduce development opportunities, especially on sites where additional development or redevelopment are more attainable.

Currently, the Zoning Ordinance allows for only one principal building located on a zoning lot with the exception of the following cases: (i) planned developments; (ii) regional shopping centers in the C-4 Regional Shopping District; (iii) commercial mobile radio service facilities (i.e., cell towers); (iv) lots of more than four acres in size in the I-1 Institutional District provided that each principal building has a minimum lot of two acres; and (v) lots of five or more acres located in the M-1 Limited Manufacturing District, and the M-2 General Manufacturing District, and M-3 Special Manufacturing District. Properties or proposed developments that are not one of the above are limited to one principal building, or they must apply for entitlements—variation, subdivision, planned development, etc.—to get approval. Any of these processes can result in a lengthy, and sometimes expensive, process with an uncertain approval outcome, in particular for planned developments and variations. The Ordinance defines a zoning lot as “a single tract of land located within a single block, which is developed or built upon as a unit, under single ownership or control,” and many different developments or redevelopments can be impacted by this regulation.

There have been instances where the current regulations allowing only one building on a zoning lot has created additional steps for developers and investors in Des Plaines. In Fall 2021, there was a request for a second principal building on a single zoning lot for a restaurant and retail complex at Mannheim Road and Pratt Avenue. While the individual properties are expected to be under different ownership in the long term, and thus eventually will not be the same zoning lot, the request to construct two principal buildings as a unit under single ownership (e.g. a zoning lot) required a major variation. Developer GW Properties has expressed interest in redeveloping other Des Plaines sites in the same mold and has submitted written support (attached) for a change to this rule. Additionally, the Lee Commons Shopping Center at the northeast corner of Lee Street and Algonquin Road intends to construct a small, stand-alone building for a coffee shop chain in a portion of the existing parking area, which contains often unused spaces. The shopping center is also limited to one principal building since it is zoned C-3, and therefore would need to seek entitlements to allow the second building, even if the development can comply with all other relevant provisions, such as minimum parking. Ownership of Lee Commons has also provided a letter of support (attached) for the amendments.

Separate from commercial development, existing rules do not account for uses such as parks, schools, religious institutions, and similar institutional uses when they are in residential zones. Even when in “R” districts, these uses may be on relatively large lots and require additional buildings and structures for their operation (e.g., a separate rectory building for a religious institution). In the instance of a park with public facilities (e.g., Arndt Park), separate buildings may be necessary to appropriately provide programming. The attached Institutional Use Research table identifies the property size of various institutional uses throughout Des Plaines varying from less than one acre to over 100 acres in size. With some exceptions, the listed institutional uses are located within neighborhoods in the R-1 Single Family Residential District and are limited to one principal building under current rules.

The current intent of the principal building restriction appears to favor singular uses on a zoning lot, or, in the event of a multi-use proposal, intends to steer projects into a planned development (PUD) or other mechanism including a more intense staff, Planning and Zoning Board (PZB), and Council review. While PUDs may be a necessary avenue for larger developments, it may be too onerous for moderately sized properties where there is potential for additional development on a smaller scale (e.g., a small commercial building instead of unused parking, or multiple freestanding small commercial buildings). Therefore, staff proposes amendments to expand the allowance for multiple principal buildings for specific types of uses and districts in Des Plaines, not only to reduce the barrier of entry for *new* development but also to foster better utilization of space in *existing* developments. Even if the amendments are approved, all principal buildings would still need to comply with other zoning regulations of the district in which they are located, such as height, setback, landscaping, and building design (when applicable). Further, minimum requirements for off-street parking and site plan review standards related to circulation and other factors would also remain applicable and ensure a logical design.

## **Proposed Amendments**

The full proposed amendments are attached and are summarized below:

**Section 12-7-1, General District Regulations:** Modify Section 12-7-1.A, “Number of Buildings On A Zoning Lot,” to do the following:

- Extend the existing allowance for multiple buildings on a zoning lot to sites of four acres or more in any district where specific institutional uses are the principal use and there are at least two acres for each principal building; and
- Add an allowance for additional buildings for properties of one-half acre or more in the C-2 Limited Office Commercial District and C-3 General Commercial District.

**Extend Allowance for Institutional Uses in All Districts (Currently Limited to I-1)**

- Removes the zoning district qualifier allowing institutional uses in any zoning district provided they are located on properties four or more acres in size;
- Rewords the acreage per building language to clarify that a minimum lot area of two acres is required for each principal building to control the number of principal buildings on a single zoning lot; and
- Restricts the allowance to specific institutional uses, including (i) public or private elementary, middle, and high schools; (ii) parks, community and recreation centers; (iii) residentially zoned assembly uses; and (iv) colleges and universities.

**Add Allowance for All Uses in C-2 and C-3 Districts**

- Adds new allowance for multiple principal buildings on sites of one-half acre or more in the C-2 and C-3 districts without any restriction on the type of permitted or conditional use.

## **Proposed Amended Sections**

All proposed amendments related to the permitted number of principal buildings on a zoning lot are contained in Ordinance Z-32-22. Additions are **bold, double-underline**. Deletions are ~~struck through~~. Amended sections are provided with some surrounding, unamended text for context.

## **PZB Recommendation and Findings of Fact:**

The PZB held a public hearing on September 27, 2022 and voted 4-0 to recommend approval of the amendments as presented by staff included in Ordinance Z-32-22. Rationale that serves as justification for the standards for text amendments (Section 12-3-7.E of the Zoning Ordinance) is included with the attached excerpt of the September 27 meeting minutes.

**City Council Action:** Under Section 12-3-7.D of the Zoning Ordinance, the City Council may approve, approve with modifications, or deny the amendments.

## **Attachments:**

Attachment 1: Institutional Uses Research Table

Attachment 2: Letter of Support from GW Properties

Attachment 3: Letter of Support from MPT Holdings LLC, owner of Lee Commons (1143-1175 Lee Street)

Attachment 4: Chairman Szabo Memo

Attachment 5: Excerpt of Draft Minutes from the PZB Meeting of September 27, 2022

## **Ordinance Z-32-22**

**INSTITUTIONAL USE RESEARCH TABLE**

(Non-exhaustive survey of uses)

**PARKS**

<i>Park</i>	<i>Sq.ft.</i>	<i>Acres</i>	<i>District</i>
Central Park	68,582	1.57	R-4
Apache Park	78,083	1.79	R-3
Brentwood Park	78,466	1.80	R-1
Willow Park	101,703	2.33	R-1
Tomahawk Park	125,839	2.89	R-1
Eaton Field	156,683	3.60	R-1
Sesquicentennial	190,589	4.38	R-1
Chippewa Park	344,750	7.91	R-1
Seminole Park	401,854	9.23	R-1
Arndt Park	577,386	13.25	R-1
Rosemary Argus Friendship Park	1,226,547	28.16	R-1
Majewski Metro Athletic Complex	1,390,733	31.93	M-2
Prairie Lakes Park	1,590,356	36.51	R-1
Lake Opeka	3,275,439	75.19	R-1

**SCHOOLS**

<i>School</i>	<i>Sq.ft.</i>	<i>Acres</i>	<i>District</i>
Brentwood Elementary	142,934	3.28	R-1
Friendship Junior High School	229,817	5.28	R-1
South Elementary	234,825	5.39	R-1
Central Elementary	256,440	5.89	R-4
Orchard Place Elementary	265,175	6.09	R-1
Plainfield Elementary	269,101	6.18	R-1
Chippewa Middle School	319,988	7.35	R-1
Terrace Elementary	513,072	11.78	R-1
Cumberland Elementary	548,285	12.59	R-1
Iroquois Community School	641,496	14.73	R-1
North Elementary	692,310	15.89	R-1
Forest Elementary	841,902	19.33	R-1
Nipper School	899,824	20.66	I-1
Maine West High School	3,052,029	70.06	R-1

**INSTITUTIONAL USE RESEARCH TABLE (continued)**  
(Non-exhaustive survey of uses)

**Other (Place of Worship, Recreation, Education)**

<i>Other (Place of Worship, Recreation, Education)</i>	<i>Sq.ft.</i>	<i>Acres</i>	<i>District</i>
First United Methodist Church	48,406	1.11	R-4
Hahna Korena Presbyterian Church	55,662	1.28	R-1
Korean Phillippi Presbyterian Church	60,242	1.38	R-1
Evangelical Free Church	86,958	2.00	R-1
Trinity Lutheran Church	89,949	2.06	R-1
Willows Academy	114,560	2.63	R-1
Tenrikyo Midwest Church	116,874	2.68	R-1
Science and Arts Academy	245,915	5.65	I-1
Holy Family Medical Center	1,138,263	26.13	I-1
Golf Center	1,561,804	35.85	I-1
Harry Semrow Driving Range	2,497,305	57.33	R-1
Our Lady of Guadalupe	4,337,040	99.56	I-1
All Saints Cemetery	6,707,077	153.97	I-1
Oakton Community College	7,283,040	167.20	I-1



2211 North Elston Avenue, Suite 400  
Chicago, Illinois 60614  
Main: 773.382.0445  
Fax: 773.796.3037

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9/8/2022

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

*Re: GW Mannheim Pratt LLC – 2805-2901 Mannheim Road –  
Section 12-7-1 General District Regulations Amendment*

Dear Mr. Carlisle,

The purpose of this letter is to advise the City of Des Plaines on the hardship imposed by the current zoning code referenced above. This section of the zoning code not only is onerous, but more importantly steers prospective developers to either request a variation or apply for a planned unit development unnecessarily. While we are excited to get our project referenced above started, we are hopeful that this code can be amended in order to allow us to pursue future developments within the City of Des Plaines.

If you are to have any questions, please feel free to reach out.

Thank you,

A handwritten signature in black ink that reads 'Mitch Goltz'.

Mitch Goltz  
GW Properties

**From:** [pporpora@comcast.net](mailto:pporpora@comcast.net)  
**To:** [John Carlisle](#)  
**Cc:** [Matt Ochalski](#)  
**Subject:** Lee Street Commons  
**Date:** Monday, September 12, 2022 9:00:37 AM

---

Dear John,

As the owner of Lee Street Commons 1143 through 1175 Lee Street, Des Plaines, IL. a retail property that I built in Des Plaines, I am in full support of the prospective Text Amendment being considered on the 9/27/22 ZBA agenda to update and revise current rules that make parking lot utilization and maximization for re-development potential.

Current rule (12-7-1.A: [12-7-1: GENERAL DISTRICT REGULATIONS: \(amlegal.com\)](#) boxes you in to a complicated and lengthy planned development process for what should be a fairly simple project that allows owners to take advantage of ample and often unused parking because they are zoned C-3.

Matt Ochalski will be my representative at the 9/27 meeting and I will also be in attendance at the 10/17 meeting to provide support and comments if requested. Lee Street Commons has been an important part of the city of Des Plaines commerce for the past 36 years. We have enjoyed a great relationship with the city management and our tenants have generated sales and employed numerous local residents over these years. Thank you for your consideration in this matter.

Regards,

Phill Porpora  
MPT Holdings LLC  
847-293-6013



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

September 28, 2022

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

**Subject:** Planning and Zoning Board (PZB), Zoning Text Amendments, Case #22-041-TA  
**RE:** Consideration of Zoning Text Amendments Related to Number of Principal Buildings on A Zoning Lot

Honorable Mayor and Members of the City Council:

The PZB met on September 27, 2022 to consider the City Text Amendment requests to Section 12-7-1.A of the Zoning Ordinance to allow more than one principal structure on a single zoning lot for specific institutional uses and for lots in the C-2 Limited Office and C-3 General Commercial Districts of at least one-half acre.

1. Staff, on behalf of the City, presented the background and rationale of the amendments, noting the development opportunity for a variety of institutional, commercial, and office uses that could benefit from this amendment through better site utilization. Staff explained that the amendments not only look to encourage mixed-use development—in line with the comprehensive plan—but also provide redevelopment or continued development opportunities for sites requiring more than one principal structure to conduct their operations (i.e., a rectory house for a religious institution). The amendments are focused on C-2 and C-3 zoned properties and certain institutional uses, which are often located on sites with ample space for additional development or a mixed-use development opportunity.
2. The PZB asked staff about the motivation behind the requested amendment and for clarification on the length of the current entitlement process for properties seeking to include multiple principal structures. The PZB asked if an example of this additional structure allowance would be a school adding a separate administrative building on the same site as the school. Staff responded that the entitlement process is a minimum of three to four months, which can delay a developer from adding a new use or a business owner from locating in Des Plaines. Staff added that a school adding an administrative building on their site is an example of a scenario that would be allowed without an additional entitlement process with these proposed amendments.
3. No members of the public spoke on this request.
4. The Planning and Zoning Board *recommended* (4-0) that the City Council *approve* of the requested text amendments as written in the staff report.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James Szabo', written in a cursive style.

James Szabo,  
Des Plaines Planning and Zoning Board, Chairman  
Cc: City Officials/Aldermen



Case 22—35-FPLAT  
Case 22-041-TA  
Case 22-043-TA

1353 Lee Street  
Citywide  
Citywide

Final Plat of Subdivision  
Text Amendment  
Text Amendment

**2. Address:** Citywide

**Case Number:** 22-0041-TA

The PZB is holding a public hearing to consider zoning text amendments to Section 12-7-1.A of the Zoning Ordinance to allow more than one principal structure on a single zoning lot for specific institutional uses and for lots in the C-2 Limited Office and C-3 General Commercial Districts of at least one-half acre.

**PIN:** Citywide

**Petitioner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

**Case Number:** #22-041-TA

**Request Description:** The City of Des Plaines is proposing amending the Zoning Ordinance to add an allowance for more than one principal building or structure on a zoning lot in the following instances: (i) a C-2 or C-3-zoned property of at least one-half acre in size; and (ii) for institutional uses (e.g., parks and recreation centers; elementary, middle, and high schools; colleges and universities; and residentially zoned assembly uses).

**Background**

Land development is diverse and can take on many forms depending on different factors such as the site's location, size, proposed use, zoning district, and local regulations. While many sites consist of a singular use, this is not necessarily the trend for development or a goal of the Comprehensive Plan. An overarching principle of the Comprehensive Plan is to expand mixed-use developments, especially along major thoroughfares throughout the City, to "encourage development within compact areas of land, reduce traffic and pollution, and contribute to the creation of a pedestrian-friendly environment." Based on the land use, the type and design of a proposed development could be multi-faceted by function, aesthetics, and purpose. Sites intended for multiple uses—especially sites delineated to provide separate spaces for individual uses—may require multiple buildings or structures to meet the anticipated needs of the use. Where developers intend to create separate spaces for different uses or design the site in mind for future subdivision, a more flexible Zoning Ordinance can foster opportunities with developers and users than ordinances with restrictive regulations. When too restrictive, zoning may prohibit or reduce development opportunities, especially on sites where additional development or redevelopment are more attainable.

Currently, the Zoning Ordinance allows for only one principal building located on a zoning lot with the exception of the following cases: (i) planned developments; (ii) regional shopping centers in the C-4 Regional Shopping District; (iii) commercial mobile radio service facilities (i.e., cell towers); (iv) lots of more than four acres in size in the I-1 Institutional District provided that each principal building has a minimum lot of two acres; and (v) lots of five or more acres located in

Case 22—35-FPLAT  
Case 22-041-TA  
Case 22-043-TA

1353 Lee Street  
Citywide  
Citywide

Final Plat of Subdivision  
Text Amendment  
Text Amendment

the M-1 Limited Manufacturing District, and the M-2 General Manufacturing District, and M-3 Special Manufacturing District. Properties or proposed developments that are not one of the aforementioned cases are limited to one principal building or are required to apply for entitlements—variation, subdivision, planned development, etc.—in order to get approval for more than one principal structure. Any of these processes can result in a lengthy, and sometimes expensive, process with an uncertain approval outcome, in particular for planned developments and variations. The Ordinance defines a zoning lot as “a single tract of land located within a single block, which is developed or built upon as a unit, under single ownership or control,” and many different developments or redevelopments can be impacted by this regulation.

There have been instances where the current regulations allowing only one building on a zoning lot has created additional steps for developers and investors in Des Plaines. In Fall 2021, there was a request for a second principal building on a single zoning lot for a restaurant and retail complex at Mannheim Road and Pratt Avenue. While the individual properties are expected to be under different ownership in the long term, and thus eventually will not be the same zoning lot, the request to construct two principal buildings as a unit under single ownership (e.g. a zoning lot) required a major variation. Developer GW Properties has expressed interest in redeveloping other Des Plaines sites in the same mold, and has written support (attached) for a change to this rule. More recent, the Lee Commons Shopping Center at the northeast corner of Lee Street and Algonquin Road has shared plans to construct a stand-alone building for a coffee shop chain in a portion of the existing parking area. The shopping center is also limited to one principal building since it is zoned C-3, and therefore would need to seek entitlements to allow the second building, even if the development can comply with all other relevant provisions, such as minimum parking. Ownership of Lee Commons has also provided a letter of support for the amendments (attached).

Furthermore, this regulation does not account for uses such as parks, schools, religious institutions, and similar institutional uses in residential zones. Even in “R” districts, these uses may be on large lots and require additional buildings and structures for their operation (e.g., a separate rectory building for a religious institution). In the instance of a park with public facilities (e.g., Arndt Park), separate buildings may be necessary to appropriately provide programming. The attached Institutional Use Research table identifies the property size of various institutional uses throughout Des Plaines varying from less than one acre to over 100 acres in size. With some exceptions, the listed institutional uses are located within neighborhoods in the R-1 Single Family Residential District and are limited to one principal building under current rules.

The current intent of the principal building restriction appears to favor singular uses on a zoning lot, or, in the event of a multi-use proposal, intends to steer projects into a planned development or other mechanism including a more intense staff, PZB, and Council review. While this may be a necessary avenue for larger, more comprehensive developments with a mixture of residential and commercial uses, this does not make sense for moderately-sized properties with the potential for additional development on a smaller scale. In fact, staff argues that it impedes development opportunities for these types of properties, which make up a large portion of Des Plaines.

Consequently, staff proposes to amend this portion of the Zoning Ordinance to expand the allowance of multiple principal buildings for specific types of uses and districts in Des Plaines not only to reduce the barrier of entry for new developments but also to foster opportunities for the redevelopment or expansion of existing developments to better utilize available space. All principal buildings would still need to comply with all applicable zoning regulations of the district in which it is located as these amendments are not intended to abridge any existing zoning regulations.

### **Proposed Amendments**

The full proposed amendments are attached and are summarized below:

**Section 12-7-1, General District Regulations:** Modify Section 12-7-1.A, “Number of Buildings On A Zoning Lot,” to:

- extend the existing allowance for multiple buildings on a zoning lot to sites of four acres or more in any district where specific institutional uses are the principal use and there are at least two acres for each principal building; and
- add an allowance for additional buildings for properties of one-half acre or more in the C-2 Limited Office Commercial District and C-3 General Commercial District.

#### **Extend Allowance for Institutional Uses in All Districts**

- removes the zoning district qualifier allowing institutional uses in any zoning district provided they are located on properties four or more acres in size;
- rewords the acreage per building language to clarify that a minimum lot area of two acres is required for each principal building in order to control the number of principal buildings on a single zoning lot; and
- restricts the allowance to specific institutional uses, including (i) public or private elementary, middle, and high schools; (ii) parks, community and recreation centers; (iii) residentially-zoned assembly uses; and (iv) colleges and universities.

#### **Add Allowance for All Uses in C-2 and C-3 Districts**

- adds new allowance for multiple principal buildings on sites of one-half acre or more in the C-2 and C-3 districts without any restriction on the type of use.

### **Standards for Zoning Text Amendment:**

The following is a discussion of standards for zoning amendments from Section 12-3-7.E of the Zoning Ordinance. The PZB may recommend the City Council approve, approve with modifications, or deny the amendments. The PZB *may* adopt the following rationale for how the proposed amendments would satisfy the standards, and or the Board may use its own.

- 1. Whether the proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council;**

These amendments help fulfill an overarching principle in the Comprehensive Plan, which seeks to encourage mixed-use development by extending the allowance of additional principal buildings permitted in the Zoning Ordinance and fostering opportunities for development. These amendments provide more flexibility in the code to allow for different development designs and uses that can greatly benefit the community as a whole and make Des Plaines more development-friendly. As the City is mostly built-out, these amendments also provide more opportunities for the redevelopment or extension of existing sites throughout the City that can ultimately encourage reinvestment in properties overall. In particular, underused parking lots that contain an excess of code-required spaces serve as an opportunity for a second principal building. In the C-2 and C-3 districts especially, adding such building will typically generate more land value and thus property tax revenue, as well as possibly sales or food and beverage tax revenue.

PZB Modifications (if any): \_\_\_\_\_

**2. Whether the proposed amendment is compatible with current conditions and the overall character of existing development;**

The proposed amendments allow for further development of properties with commercial and institutional uses in a way that is compatible with the design, layout, and operation of these types of uses today, as it strives to extend the allowance for multiple uses on a single property with separate spaces. The amendments consider the type, purpose, and design of these uses where separate buildings are not only practical but also functional aspects of the development. Examples of this are: (i) community centers, aquatic centers, outdoor entertainment, private events, etc. for park areas; (ii) religious services, rectories, classrooms, and event spaces for religious institutions; and (iii) quick service uses, such as a coffee shop or convenience mart for larger office and commercial uses. The proposed text amendments complement the character of the existing development while also allowing for new development to occur in a more stream-lined way.

PZB Modifications (if any): \_\_\_\_\_

**3. Whether the proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property;**

The proposed amendments would allow for additional buildings on a property that may require additional public facilities and services for an individual site based on its use and design. However, these amendments would still require site plan review and adherence to applicable municipal codes to ensure that any proposed buildings are compliant and are adequately serviced.

PZB Modifications (if any): \_\_\_\_\_

**4. Whether the proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction; and**

The proposed amendments will allow multiple buildings on a single property for select sites, which can actually help increase the property value of the subject property and the surrounding properties. The flexibility provided with these amendments encourages reinvestment in properties and can lead to new uses or improvements to existing uses that benefits the City and its residents.

PZB Modifications (if any): \_\_\_\_\_

**5. Whether the proposed amendment reflects responsible standards for development and growth.**

The proposed text amendments facilitate a path towards responsible standards for development and growth for eligible institutional uses and commercial properties by establishing a clear and streamlined permitting path for additional principal buildings.

PZB Modifications (if any): \_\_\_\_\_

**PZB Procedure and Recommendation:** Under Section 12-3-7 of the Zoning Ordinance, the PZB has the authority to recommend that the City Council approve, approve with modifications, or deny the above-mentioned amendments. The Board should clearly state any modifications so that its recommended language can be incorporated in the approving ordinance passed on to the Council, which has final authority on the proposal.

**Attachment**

Attachment 1: Proposed Amendments

Attachment 2: Institutional Uses Research Table

Attachment 3: Letter of Support from GW Properties

Attachment 4: Letter of Support from MPT Holdings LLC, owner of Lee Commons  
(1143-1175 Lee Street)

Jonathan Stytz, Senior Planner, reviewed the staff report. Mr. Stytz explained the text amendment, noting that the focus of the text amendment is to look at the institutional districts as well as commercial districts and see what portions of the sites can be utilized for increased development or redevelopment opportunities for mixed uses or multiple uses. Mr. Stytz explained that there has been a shift in development to increase demand for multi-use properties. The comprehensive plan looks to promote mixed use development especially near major

throughfare areas of the city to “encourage development within compact areas of land, reduce traffic and pollution, and contribute to the creation of a pedestrian-friendly environment.” Mr. Stytz gave examples on a power point which included large office building, parks, schools and churches. Mr. Stytz stated that passing this amendment would help with proposed development and not force them to go through a planning and zoning process. Mr. Stytz reminded the board that all zoning regulations will still apply, and the petitioner will still need to meet all regulations. Mr. Stytz stated that this text amendment would not take decisions away from the board, but it will make it easier for redevelopment in Des Plaines.

**A motion was made by Board Member Veremis, seconded by Board Member Hofherr to recommend approval of zoning text amendments to Section 12-7-1.A of the Zoning Ordinance to allow more than one principal structure on a single zoning lot for: (i) specific institutional uses on lots of four acres or more with a minimum of two acres available for each principal building; and (ii) for lots in the C-2 Limited Office and C-3 General Commercial Districts of at least one-half acre.**

AYES: Veremis, Hofherr, Saletnik, Szabo  
NAYES: None  
ABSTAIN: None

**\*\*\*MOTION CARRIES UNANIMOUSLY \*\***

**CITY OF DES PLAINES**

**ORDINANCE Z - 32 - 22**

**AN ORDINANCE AMENDING SECTION 12-7-1 OF THE  
DES PLAINES ZONING ORDINANCE REGARDING THE  
PERMITTED NUMBER OF PRINCIPAL BUILDINGS ON A  
ZONING LOT (CASE# 22-041-TA).**

**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 "Des Plaines Zoning Ordinance of 1998," as amended ("**Zoning Ordinance**"), is codified as Title 12 of the City Code; and

**WHEREAS**, after a review of the Zoning Ordinance, the City desires to amend Section 12-7-1.A of the Zoning Ordinance to allow more than one principal building or structure on a zoning lot when the zoning lot: (i) is more than four acres in area and used for certain uses; and (ii) is a least one-half acre in area and located in the C-2 Limited Office District or C-3 General Commercial District (collectively, "**Proposed Amendments**"); and

**WHEREAS**, a public hearing by the Planning and Zoning Board ("**PZB**") to consider the Proposed Amendments was duly advertised in the *Des Plaines Journal* on September 7, 2022, and held on September 27, 2022; and

**WHEREAS**, the PZB voted 4-0 to recommend approval of the Proposed Amendments; and

**WHEREAS**, the PZB forwarded its recommendations in writing to the City Council on September 28, 2022;

**WHEREAS**, the City Council has considered the factors set forth in Section 12-3-7.E, titled "Standards for Amendments," of the Zoning Ordinance; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to adopt the Proposed Amendments and amend the Zoning Ordinance as set forth in this Ordinance;

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

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

**SECTION 2. FINDING OF COMPLIANCE.** The City Council finds that consideration of the Proposed Amendments has complied with the provisions of Section 12-3-7 of the Zoning Ordinance.

**SECTION 3. GENERAL DISTRICT REGULATIONS.** Section 12-7-1, titled “General District Regulations,” of Chapter 7, titled “Districts,” of the Zoning Ordinance is hereby amended to read as follows:

**“12-7-1: GENERAL DISTRICT REGULATIONS:**

A. Number Of Buildings On A Zoning Lot: Not more than one principal building or structure shall be located on a zoning lot except in the following cases:

1. Planned developments;
2. Regional shopping centers located in the C-4 Regional Shopping District;
3. Commercial mobile radio service facilities;
4. Lots of more than four (4) acres in size **in any district** ~~in the I-1 Institutional District~~ provided that **there are at least two acres per principal building** ~~each principal building shall have a minimum lot of two (2) acres; and the principal use is one of the following:~~
  - a. **Public or Private Elementary, Middle, and High Schools;**
  - b. **Parks, Community and Recreation Centers;**
  - c. **Residentially Zoned Assembly Uses; or**
  - d. **Colleges and Universities.**

5. Lots of five (5) or more acres located in the M-1 Limited Manufacturing District, and the M-2 General Manufacturing District, and M-3 Special Manufacturing District; **and**

**6. Lots in the C-2 Limited Office District and C-3 General Commercial District that are at least one-half acre in area.**

\* \* \*

**SECTION 4. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.



**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law;

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

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

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

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

ATTEST:

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

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

Approved as to form:

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

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

DP-Ordinance Amending Zoning Ordinance Regarding Permitted Number Of Principal Buildings On A Zoning Lot



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: October 6, 2022

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community & Economic Development (CED) *JTC*  
Samantha Redman, Associate Planner *SR*

Subject: Zoning Text Amendments Regarding Secondary Menu Board Signs

**Issue:** Consideration of the following text amendments to the Zoning Ordinance: (i) revise the sign regulations to allow for up to two drive-through menu board signs that collectively total up to 60 square feet in area within the drive-through menu board sign type pursuant to Section 12-11-6.B; and (ii) amend electronic message board sign type to include reference to drive-through menu board signs, also pursuant to Section 12-11-6.B.

**PIN:** Citywide

**Petitioner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

**Case Number:** #22-043-TA

**Request Description:** The City of Des Plaines is applying for zoning text amendments to address trends in signs for drive-through facilities.

**Revising Menu Board Sign Regulations**

Digital signage for drive-through restaurant establishments is increasingly popular, as they provide the option to quickly change menu options and provide additional avenues to advertise promotions to customers. Recently, the COVID-19 pandemic required many restaurants to adapt their restaurants to better accommodate a growth in drive-through patronage and quickly adapt menus to meet the challenges of lower staffing and supply chain issues.<sup>1</sup> Digital signs (defined as “electronic message boards” in the zoning ordinance) provide the flexibility needed for restaurants.

Pre-sell menu boards are an increasingly common type of signage that is located prior to the full pricing board, typically located a car length or two away from the full menu board. The purpose of these pre-sell boards is to advertise specials, limited time offers, or entertain guests in line. Offering additional menu information to waiting guests has been shown to have positive effects for restaurants, including reducing perceived waiting

<sup>1</sup> Damask, K. (2021, 07 23). “Restaurants hungry for digital signage.” *Digital Signage Today*  
<https://www.digitalsignagetoday.com/articles/covid-19-pushes-restaurants-to-dive-into-digital-signage/>

time for customers.<sup>2</sup> Nationwide labor shortages have increased customer wait times at many restaurants, including drive-through facilities.<sup>3</sup> Presently, the Zoning Ordinance allows for only one sign, and staff regularly requires revisions to submitted sign permits to remove any menu signs exceeding the maximum number. Staff proposes to allow for up to two signs and to increase the maximum total sign area from 42 square feet (current) to 60 square feet (proposed). Further, staff proposes slight adjustments to the electronic message board (EMB) rules to clearly allow electronic drive-through menu board signs and to allow a drive-through to have up to two of them.

Through the amendments restaurants would have the ability to promote their business, alleviate issues associated with longer wait times, and follow trends in marketing and advertising for these types of facilities. Because of existing zoning rules such as (i) limitations on light trespass (Section 12-12-10: Performance Standards), (ii) requirements for landscaping at the sign base, (iii) a requirement for a conditional use permit when drive-through facilities border residential properties, (v) a minimum distance for EMB signs from certain residential zones, (vi) and landscape buffer/screening requirements that lead to solid fences along lot lines, staff is not concerned the additional sign allowance would have a neighbor impact.

**Current Drive-Through Sign Regulations**

Signs are regulated by sign type and zoning district. Definitions for the sign types discussed in this amendment are included in Section 12-13-3 and the table below. Drive-through signs are only permitted within commercial districts, and thus are controlled by Section 12-11-6.B. The table in this section provides the below restrictions for drive-through menu board signs and electronic message board signs. Sections hindering the construction of secondary menu boards are italicized for emphasis. Note the electronic message boards (EMBs) section does not explicitly state drive-through menu boards are permitted to embed a digital display in the sign.

	<b>Definition (12-13-3)</b>	<b>Regulation (12-11-6.B)</b>
<b>Sign, Drive-through Menu Board</b>	A freestanding or wall sign displaying items or services available at a drive-through facility and located on the same zoning lot of the subject business.	<i>One drive-through menu board sign is permitted adjacent to each ordering point for any lawfully established drive-through facility. The drive through menu board shall not exceed 42 square feet in area and six feet in height. A two-foot radius of landscaping shall be provided around the base of a drive-through menu board sign.</i>
<b>Electronic message boards (EMBs)</b>	A sign whose informational content can be changed or altered by manual or electric, electromechanical or electronic means.	Electronic message boards shall not exceed 50% of the total sign area. When embedded within an electric vehicle charging port, an electronic message board may not exceed six square feet.  <i>Only 1 electronic message board will be permitted per lot. In the event that a single business exists on multiple lots or in the case of a business park or retail center, only 1 electronic message board will be permitted overall.</i>

<sup>2</sup> Bae, G., & Kim, D.-Y. (2014). The Effects of Offering Menu Information on Perceived Waiting Time. *Journal of Hospitality Marketing & Management*, 37-41. <https://doi.org/10.1080/19368623.2014.879547>

<sup>3</sup> SeeLevel HX. (September 23, 2021). *PR News Wire*. "SeeLevel HX 21st Annual Drive-Thru Study Uncovers Delays and Inaccuracy as QSRs Struggle with Labor Shortage." <https://www.prnewswire.com/news-releases/seelevel-hx-21st-annual-drive-thru-study-uncovers-delays-and-inaccuracy-as-qsr-struggle-with-labor-shortage-301383881.html>

	<p>Location: The animated face of an electronic message board sign shall be a minimum of 250' away from a residence in the R-1, R-2, and R-3 Residential Districts and shall be arranged to prevent direct glare onto any adjacent properties. Institutional district exempt from this standard. LED illumination of the numerical pricing component of gasoline station signs are exempt from this location standard.</p> <p>Video display signs are permitted.</p> <p>The changeable copy shall be specific to the business in which the sign was intended.</p> <p>No sounds will be permitted.</p> <p>Automatic dimming: Electronic message board signs shall be equipped with light sensing devices or a scheduled dimming timer which automatically dims the intensity of the light emitted by the sign during ambient low light and nighttime (dusk to dawn) conditions. The signs shall not exceed 500 nits of intensity as measured at the sign surface during nighttime and low light conditions and 5,000 nits during daytime hours.</p>
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**Proposed Amendments**

All proposed amendments are contained in attached Ordinance Z-33-22. Additions are **bold, double-underline**. Deletions are ~~struck through~~. Amended sections are provided with some surrounding, unamended text for context. In summary, these amendments would do the following:

- Allow for up to two drive-through menu board signs that collectively sum to no more than 60 square feet. These may be directly adjacent to an ordering point *and/or* leading up to the ordering point (current rules allow only one sign per ordering point); and
- Amend the electronic message board sign type to include a reference to drive-through menu board signs, as most modern drive-through signs are electronic.

**PZB Recommendation and Findings of Fact:**

The PZB held a public hearing on September 27, 2022 and voted 4-0 to recommend approval of the amendments as presented by staff. These amendments are incorporated in attached Ordinance Z-33-22. Rationale that serves as justification on the standards for text amendments (Section 12-3-7.E of the Zoning Ordinance) is included with the attached excerpt of the September 27 meeting minutes.

**City Council Action:** Under Section 12-3-7.D of the Zoning Ordinance, the City Council may approve, approve with modifications, or deny the amendments.

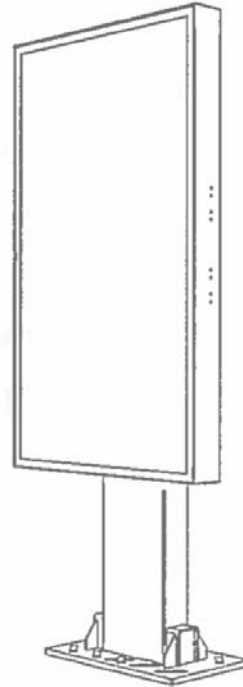
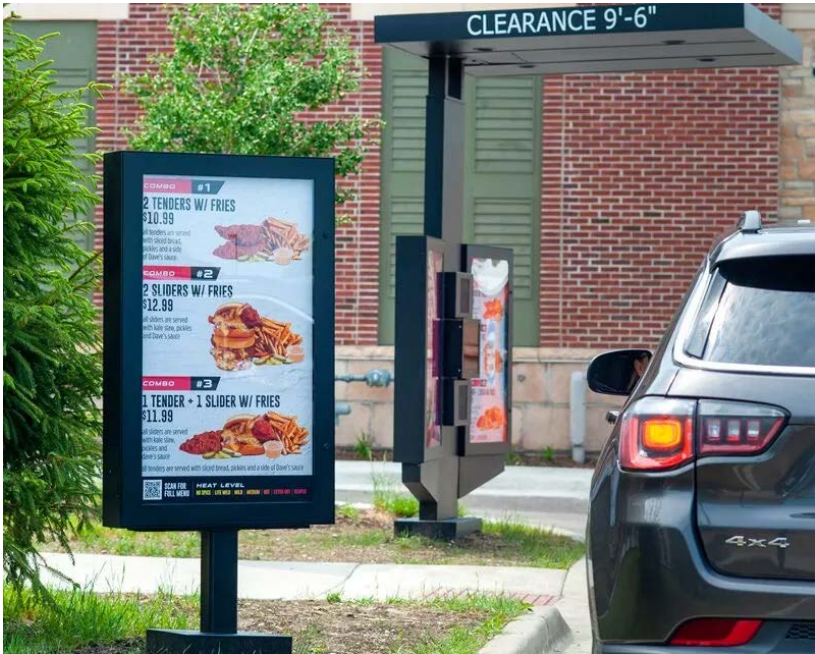
**Attachments:**

Attachment 1: Photos of Drive-Through Menu Board Signs: Main Pricing Boards and Pre-Browse Boards

Attachment 2: Chairman Szabo Memo

Attachment 3: Excerpt of Draft Minutes from the PZB Meeting of September 27, 2022

**Ordinance Z-33-22**



**55" ODMB 02 Single**

02-55-2S Outdoor Menu Board  
Site Installation Guide





September 28, 2022

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, Zoning Text Amendments, Case # 22-043-TA

**RE:** Consideration of Zoning Text Amendments Related to Secondary Drive-Through Menu Boards

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on September 27, 2022 to consider text amendment requests to Section 12-11-6.B of the Zoning Ordinance to: (i) revise the sign standards to allow for two menu board signs that collectively total up to 60 square feet in area within the drive-through menu board sign type; and (ii) amend electronic message board sign type to include reference to drive-through menu board signs.

1. Staff, on behalf of the City, presented the background and rationale of the amendments, including information on trends to include secondary menu board signs at drive-through establishments leading up to the ordering point and the need for flexibility for these businesses to use electronic message boards. Staff explained the existing regulations and proposed changes and concluded with information on the existing regulations that limit potential disturbance to neighboring properties and the community.
2. The PZB asked staff about existing drive-through signs in the City and asked about the new McDonald's including secondary signs already. Staff clarified that the new McDonald's includes two drive-through lanes and thus are permitted to erect one menu board per ordering point with the existing code. The new regulations would allow one additional sign prior to each ordering point, not to exceed the collective 60 square foot area specified in the proposed amendment. The PZB discussed benefits of the amendment and supporting businesses with the amendments.
3. No members of the public spoke on this request.
4. The Planning and Zoning Board *recommended* (4-0) that the City Council *approve* of the requested text amendments as written in the staff report.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James Szabo'.

James Szabo  
Des Plaines Planning and Zoning Board, Chairman  
Cc: City Officials/Aldermen



**DES PLAINES PLANNING AND ZONING BOARD MEETING**  
**September 27, 2022**  
**DRAFT MINUTES**

**3. Address:** Citywide

**Case Number:** 22-0043-TA

The PZB is holding a public hearing to consider zoning ordinance amendments to: (i) revise the sign standards to allow for two menu board signs that collectively total up to 60 square feet in area within the drive-through menu board sign type pursuant to Section 12-11-6.B; and (ii) amend electronic message board sign type to include reference to drive-through menu board signs, also pursuant to Section 12-11-6.B.

**PIN:** Citywide

**Petitioner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

**Case Number:** #22-043-TA

**Project Summary:** The City of Des Plaines is applying for zoning text amendments to address trends in signs for drive-through facilities.

**Revising Menu Board Sign Regulations**

Digital signage for drive-through restaurant establishments is increasingly popular, as they provide the option to quickly change menu options and provide additional avenues to advertise promotions to customers. Recently, the COVID-19 pandemic required many restaurants to adapt their restaurants to better accommodate a growth in drive-through patronage and quickly adapt menus to meet the challenges of lower staffing and supply chain issues.<sup>1</sup> Digital signs (defined as “electronic message boards” in the zoning ordinance) provide the flexibility needed for restaurants.

Pre-sell menu boards are an increasingly common type of signage that is located prior to the full pricing board, typically located a car length or two away from the full menu board. The purpose of these pre-sell boards is to advertise specials, limited time offers, or entertain guests in line. Offering additional menu information to waiting guests to has been shown to have positive effects for restaurants, including reducing perceived waiting time for customers.<sup>2</sup> Nationwide labor shortages have increased customer wait times at many restaurants, including drive-through

<sup>1</sup> Damask, K. (2021, 07 23). “Restaurants hungry for digital signage.” *Digital Signage Today*

<https://www.digitalsignagetoday.com/articles/covid-19-pushes-restaurants-to-dive-into-digital-signage/>

<sup>2</sup> Bae, G., & Kim, D.-Y. (2014). The Effects of Offering Menu Information on Perceived Waiting Time. *Journal of Hospitality Marketing & Management*, 37-41. <https://doi.org/10.1080/19368623.2014.879547>



facilities.<sup>3</sup> Presently, the Zoning Ordinance allows for only one sign, and staff regularly requires revisions to submitted sign permits to remove any menu signs exceeding the maximum number. Staff proposes to allow for up to two signs and to increase the maximum total sign area from 42 square feet (current) to 60 square feet (proposed). Further, staff proposes slight adjustments to the electronic message board (EMB) rules to clearly allow electronic drive-through menu board signs and to allow a drive-through to have up to two of them.

Through the amendments restaurants would have the ability to promote their business, alleviate issues associated with longer wait times, and follow trends in marketing and advertising for these types of facilities. Because of existing zoning rules such as limitations on light trespass (Section 12-12-10: Performance Standards), requirements for landscaping at the sign base, a requirement for a conditional use permit when drive-through facilities border residential properties, a minimum distance for EMB signs from certain residential zones, and landscape buffer/screening requirements that lead to solid fences along lot lines, staff is not concerned the additional sign allowance would have a neighbor impact.

**Drive-Through Sign Regulations** Signs are regulated by sign type and zoning district. Definitions for the sign types discussed in this amendment are included in Section 12-13-3 and the table below. Drive-through signs are only permitted within commercial districts, and thus are controlled by Section 12-11-6.B. The table in this section provides the below restrictions for drive-through menu board signs and electronic message board signs. Sections hindering the construction of secondary menu boards are italicized for emphasis. Note the electronic message boards (EMBs) section does not explicitly state drive-through menu boards are permitted to embed a digital display in the sign.

	<b>Definition (12-13-3)</b>	<b>Regulation (12-11-6.B)</b>
<b>Sign, Drive-through Menu Board</b>	A freestanding or wall sign displaying items or services available at a drive-through facility and located on the same zoning lot of the subject business.	<i>One drive-through menu board sign is permitted adjacent to each ordering point for any lawfully established drive-through facility. The drive through menu board shall not exceed 42 square feet in area and six feet in height. A two-foot radius of landscaping shall be provided around the base of a drive-through menu board sign.</i>
<b>Electronic message boards (EMBs)</b>	A sign whose informational content can be changed or altered by manual or electric, electromechanical or electronic means.	Electronic message boards shall not exceed 50% of the total sign area. When embedded within an electric vehicle charging port, an electronic message board may not exceed six square feet.  <i>Only 1 electronic message board will be</i>

<sup>3</sup> SeeLevel HX. (September 23, 2021). *PR News Wire*. "SeeLevel HX 21st Annual Drive-Thru Study Uncovers Delays and Inaccuracy as QSRs Struggle with Labor Shortage." <https://www.prnewswire.com/news-releases/seelevel-hx-21st-annual-drive-thru-study-uncovers-delays-and-inaccuracy-as-qsr-struggle-with-labor-shortage-301383881.html>

		<p><i>permitted per lot.</i> In the event that a single business exists on multiple lots or in the case of a business park or retail center, only 1 electronic message board will be permitted overall.</p> <p>Location: The animated face of an electronic message board sign shall be a minimum of 250' away from a residence in the R-1, R-2, and R-3 Residential Districts and shall be arranged to prevent direct glare onto any adjacent properties. Institutional district exempt from this standard. LED illumination of the numerical pricing component of gasoline station signs are exempt from this location standard.</p> <p>Video display signs are permitted.</p> <p>The changeable copy shall be specific to the business in which the sign was intended.</p> <p>No sounds will be permitted.</p> <p>Automatic dimming: Electronic message board signs shall be equipped with light sensing devices or a scheduled dimming timer which automatically dims the intensity of the light emitted by the sign during ambient low light and nighttime (dusk to dawn) conditions. The signs shall not exceed 500 nits of intensity as measured at the sign surface during nighttime and low light conditions and 5,000 nits during daytime hours.</p>
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***Proposed Changes***

All proposed amendments are contained in Attachment 1. Additions are **bold, double-underline**. Deletions are ~~struck through~~. Amended sections are provided with some surrounding, unamended text for context.

**Standards for Zoning Ordinance Text Amendment:**

The following is a discussion of standards for zoning amendments from Section 12-3-7.E of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided. The PZB may use the statements below as its rationale or adopt its own.

**1. Whether the proposed amendments are consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council;**

Although the Comprehensive Plan does not specifically discuss signs or restaurants, the plan overall encourages economic development in Des Plaines. This amendment creates conditions to support successful businesses in the city.

PZB Modifications (if any): \_\_\_\_\_

**2. Whether the proposed amendments are compatible with current conditions and the overall character of existing development;**

The amendments allow for one additional sign, in a scale similar to the size of other signs in the city and the average size and number of signs permitted in drive-throughs in other municipalities.

PZB Modifications (if any): \_\_\_\_\_

**3. Whether the proposed amendments are appropriate considering the adequacy of public facilities and services available;**

The amendments will have no significant effect on public facilities and services.

PZB Modifications (if any): \_\_\_\_\_

**4. Whether the proposed amendments will have an adverse effect on the value of properties throughout the jurisdiction; and**

The proposed amendments, if they have any impact, are likely to improve sales at drive-through establishments and encourage the prosperity of restaurants in the city.

PZB Modifications (if any): \_\_\_\_\_

**5. Whether the proposed amendments reflect responsible standards for development and growth.**

Many other municipalities allow for additional menu board signs and this amendment follows the evolving trends of advertising and marketing for this type of establishment. The amendments are based on thoughtful considerations of development trends and existing conditions throughout the City.

PZB Modifications (if any): \_\_\_\_\_

**PZB Procedure and Recommended Conditions:** Under Section 12-3-7 of the Zoning Ordinance, the PZB has the authority to recommend that the City Council approve, approve with modifications, or deny the above-mentioned amendments. City Council has final authority on the proposal.

**Attachments:**

Attachment 1: Proposed Text Amendments

Attachment 2: Photos of Drive-Through Menu board Signs: Main Pricing Boards and Pre-Browse Boards

Samantha Redman, Associate Planner, reviewed the staff report. Ms. Redman explained the text amendment with a PowerPoint and provided photo examples. Secondary menu board signs can display special and other types of things to help customers waiting in line. They are a little further away from the actual drive through menu board. Many restaurants during the pandemic expanded their drive through options. Also in the discussion is the use of digital displays allow businesses to rapidly update and change their menus. Marketing research support the benefit of secondary boards which benefit restaurant sales and help elevates customer discomfort during the long waits. There will still be regulations preventing light trespassing into residential areas.

Board members discussed the importance of keeping up with trends and supporting businesses and discussed examples of businesses with these types of signs.

**A motion was made by Board Member Saletnik, seconded by Board Member Veremis to recommend approval of the text amendment to: (i) revise the sign standards to allow for two menu board signs that collectively total up to 60 square feet in area within the drive-through menu board sign type pursuant to Section 12-11-6.B; and (ii) amend electronic message board sign type to include reference to drive-through menu board signs, also pursuant to Section 12-11-6.B.**

AYES: Veremis, Saletnik, Szabo, Hofherr

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIES UNANIMOUSLY \*\***

**CITY OF DES PLAINES**  
**ORDINANCE    Z - 33 - 22**

**AN ORDINANCE AMENDING THE TEXT OF THE DES  
PLAINES ZONING ORDINANCE REGARDING DRIVE-  
THROUGH MENU BOARDS SIGNS.**

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**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 "Des Plaines Zoning Ordinance of 1998," as amended ("**Zoning Ordinance**"), is codified as Title 12 of the City Code of the City of Des Plaines ("**City Code**"); and

**WHEREAS**, after a review of the Zoning Ordinance, City staff proposes to amend Section 12-11-6.B the Zoning Ordinance to (i) allow two menu board signs with certain restrictions; and (ii) include a reference to drive-through menu board signs (collectively, "**Proposed Amendments**"),

**WHEREAS**, a public hearing by the Planning and Zoning Board ("**PZB**") to consider the Proposed Amendments was duly advertised in the Des Plaines Journal on September 7, 2022, and held on September 27, 2022; and

**WHEREAS**, the PZB voted 4-0 to recommend approval of the Proposed Amendments; and

**WHEREAS**, the PZB forwarded its recommendations in writing to the City Council on September 28, 2022;

**WHEREAS**, the City Council has considered the factors set forth in Section 12-3-7.E, titled "Standards for Amendments," of the Zoning Ordinance; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to adopt the Proposed Amendments and amend the Zoning Ordinance as set forth in this Ordinance;

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

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

**SECTION 2. FINDING OF COMPLIANCE.** The City Council finds that consideration of the Text Amendments complies with the provisions of Section 12-3-7 of the Zoning Ordinance.

{00128564.1}

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

**SECTION 3. REGULATION BY DISTRICT CLASSIFICATION.** Section 12-11-6, titled “Regulation by District Classification,” of Chapter 11, titled “Signs,” of the Zoning Ordinance is hereby amended to read as follows:

**“12-11-6: REGULATION BY DISTRICT CLASSIFICATION:**

\* \* \*

B. Commercial, Manufacturing And Institutional Districts

	* * *
Drive-Through Menu Board Sign	<del>One</del> <b>Two</b> drive-through menu board signs <b>are</b> permitted adjacent <b>or leading up</b> to each ordering point for any lawfully established drive-through facility. The <b>combined sign area of the</b> drive through menu board <b>signs</b> shall not exceed <del>a-60</del> square feet <del>in area and</del> . <b><u>A drive-through menu board sign may not exceed</u></b> six feet in height. A two-foot radius of landscaping shall be provided around the base of <b>each</b> a drive-through-menu board sign.
Electronic message boards	Electronic message boards shall not exceed 50% of the total sign area. When embedded within an electric vehicle charging port, an electronic message board may not exceed six square feet. <b><u>Electronic message boards may comprise up to 100% of the total sign area of a drive-through menu board sign; provided, however, the sign must comply with the maximum sign area allowance for drive-through menu board signs.</u></b>
	Excluding those electronic message boards embedded within electric vehicle charging ports <b>and drive-through menu board signs</b> , only 1 electronic message board will be permitted per lot. In the event that a single business exists on multiple lots or in the case of a business park or retail center, only 1 electronic message board will be permitted overall.
	* * *

\* \* \*

**SECTION 4. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

[SIGNATURE PAGE FOLLOWS]

{00128564.1}

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

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

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

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

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

ATTEST:

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

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

Approved as to form:

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

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

DP-Ordinance Amending the Zoning Ordinance Regarding Drive-Through Menu Boards

{00128564.1}

**Additions are bold and double-underlined;** ~~deletions are struck through.~~