



## CITY COUNCIL AGENDA

Monday, April 15, 2024

Closed Session – 6:30 p.m.

Regular Session – 7:00 p.m.

Room 102

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### CALL TO ORDER

### CLOSED SESSION

PENDING LITIGATION

ACQUISITION OF PROPERTY

PROBABLE & IMMINENT LITIGATION

### REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

### PROCLAMATION

ADMINISTRATIVE PROFESSIONALS DAY

### PUBLIC COMMENT

(matters not on the agenda)

### ALDERMEN ANNOUNCEMENTS/COMMENTS

### MAYORAL ANNOUNCEMENTS/COMMENTS

### CITY CLERK ANNOUNCEMENTS/COMMENTS

### MANAGER'S REPORT

### CITY ATTORNEY/GENERAL COUNSEL REPORT

**CONSENT AGENDA**

1. **FIRST READING – ORDINANCE M-6-24:** Approving the Disposal of the Listed Vehicles/Equipment through Obenauf Auction Service, Inc., Round Lake, Illinois
2. **FIRST READING – ORDINANCE M-7-24:** Approving a New Class E Liquor License (Restaurant Dining Room for On-Site Consumption Only) for First Watch Restaurants, Inc., d/b/a First Watch #0678, 2841 Mannheim Road
3. **RESOLUTION R- 82-24:** Awarding the Bid for the Northwest Commission Emergency Water Supply Project to John Neri Construction Co., Inc., Addison, Illinois in the Amount of \$285,625.00. Funding Source – Water Fund.
4. **RESOLUTION R-83-24:** Approving Task Order #37 in the Amount of \$221,760.00 between the City of Des Plaines and Argon Electric Company, Inc., Buffalo Grove, Illinois. Funding Source – Water Fund.
5. **RESOLUTION R-86-24:** Approving a New Master Contract with Stantec Consulting Services, Inc., Chicago, Illinois
6. **RESOLUTION R-87-24:** Awarding the Bid for the 2024 Fire Hydrant Purchase to Core & Main, St. Charles, Illinois for a Total Not-to-Exceed Amount of \$89,037. Budgeted Funds – Water System Supplies.
7. **RESOLUTION R-90-24:** Approving Change Order No. 2 to the Contract with John Neri Construction Co., Inc., Addison, Illinois in the Amount of \$24,978.25 for the Lead Service Line Replacement Project. Budgeted Funds – Water Fund.
8. **RESOLUTION R-91-24:** Rescinding Resolution R-75-24 and Authorizing Certain City Officers and Employees to Execute Approved Contracts with the State of Illinois and Directing the City Clerk to Complete and Execute a Certificate of Authority for State Contracts
9. Minutes/Regular Meeting – April 1, 2024
10. Minutes/Closed Session – April 1, 2024

**APPOINTMENTS/RE-APPOINTMENTS** *(for your consideration only; no action required)*

**LIBRARY BOARD OF TRUSTEES**

**APPOINTMENTS:**

ROBERT FLINN – Term to Expire 7/17/26

**BOARD OF FIRE & POLICE COMMISSIONERS**

**RE-APPOINTMENTS:**

D. MICHAEL ALBRECHT – Term to Expire 4/30/27

**UNFINISHED BUSINESS**

n/a

**NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Dick Sayad, Chair
  - a. Warrant Register in the Amount of \$3,318,877.12 – **RESOLUTION R-88-24**
  
2. **COMMUNITY SERVICES** – Alderman Patsy Smith, Chair
  - a. Consideration of a Resolution Awarding 37 Grant Recipients 2024 Social Service Program Funding in a Total Amount Not-to-Exceed \$250,000 – **RESOLUTION R-89-24**
  
3. **LEGAL & LICENSING** – Alderman Carla Brookman, Chair
  - a. Consideration of an Ordinance Banning the Sale of Unregulated Hemp Products – **FIRST READING – ORDINANCE M-8-24**

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

**ADJOURNMENT**

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

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



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: March 29, 2024  
To: Aldermen  
From: Andrew Goczkowski, Mayor *AG..*  
Cc: Dorothy Wisniewski, City Manager  
Subject: Proclamation

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At the beginning of the April 15, 2024 City Council Meeting, we will be issuing a Proclamation recognizing Administrative Professionals Day.



**OFFICE OF THE MAYOR**

**CITY OF**

**DES PLAINES, ILLINOIS**

**WHEREAS,** *Administrative Professionals Day is widely observed in many workplaces to show appreciation for the work carried out by administrative professionals and to highlight their importance; and*

**WHEREAS,** *much of the work of administrative professionals is performed behind the scenes and often can go unrecognized; and*

**WHEREAS,** *every Des Plaines employee depends on the assistance, expertise, knowledge, and dedication of our administrative assistants; and*

**WHEREAS,** *the City of Des Plaines is extremely proud of our talented and highly skilled administrative professional staff and officially recognizes and appreciates their hard work, support, and commitment.*

*Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim April 24, 2024, as*

**ADMINISTRATIVE PROFESSIONALS DAY**

*Dated this 15<sup>th</sup> day of April, 2024*

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*Andrew Goczowski, Mayor*



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: April 4, 2024  
To: Dorothy Wisniewski, City Manager  
From: Tom Bueser, Superintendent of General Services *TB*  
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering  
Timothy Watkins, Assistant Director of Public Works and Engineering  
Subject: Disposal of City Vehicles/Equipment - Obenauf Auction Service

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**Issue:** The City has a surplus of vehicles and equipment due to the purchase of replacements and maintaining right sizing of the City fleet. The vehicles/equipment have reached their useful life and are no longer of use to the City's departments.

**Analysis:** The Public Works and Engineering Vehicle Maintenance Division has evaluated the existing fleet and has compiled the attached list of 14 vehicles/equipment that are no longer of use to the City.

Utilization of the online auction allows us to manage our own web listings and retain the vehicles/equipment at the Public Works facility. These vehicles do not have to be delivered to a remote location which frees up staff time.

**Recommendation:** We request authorization from the City Council to dispose of the listed vehicles/equipment through Obenauf Auction Service, Inc., 810 Magna Drive, Round Lake, IL 60073.

**Attachments:**

Attachment 1 – Obenauf Auction Services Consignment Form  
Ordinance M-6-24  
Exhibit A - Auction List of Vehicles and Equipment

***Form to Consign an Item***  
***to the Obenauf Auction Service "OnLine" Auction Website***  
***www.ObenaufAuctionsOnLine.com***

To list your item on this site - email all information to: [Auctionjim@comcast.net](mailto:Auctionjim@comcast.net)

NAME OR COMPANY:

FULL ADDRESS:

PHONE NUMBER(S):

EMAIL ADDRESS:

CONTACT PERSON:

~ Complete Description ~

**Description**

Type in complete description (**SAMPLE DESCRIPTIONS BELOW**)

1

2019 Ford Police Utility Interceptor (Explorer) AWD, VIN: 1FM5K8AR8KGB44056 (88,423 miles), shadow black, 4 door, 3.7L gas, 6 speed auto overdrive trans, dual exhaust, 220 amp alternator, police 4 wheel antilock disc brakes, HD suspension, 18 inch wheels, backup camera displays in center stack, air bags, traction control, Advancetrac roll stability control, reverse sensing system, tire pressure monitoring system, privacy glass, dual power heated mirrors, am/fm radio with CD/MP3 player, Sync voice activated system, cruise control, power steering with EPAS, 1 touch power windows, power door locks, adjustable pedals, a/c, tilt steering wheel, 6-way power driver's seat with lumbar, engine block heater, noise suppression bond straps, ebony cloth front bucket seats, ebony 60/40 split vinyl rear seat, easy fuel capless filler, red/white dome light, driver's side spot lamp, Body has scratches and dings, driver's door panel has a split in the upholstery All police emergency lighting has been removed or disconnected. Engine and transmission good. Well maintained. Municipal vehicle sold as is.

**Start @ \$500   Reserve: None (SAMPLE)**

2

2010 International 7400 6X4 tandem rear axle chassis w/Air-Flo 304 stainless steel body, VIN: 1HTWHAZT4AJ236235 (39,887 miles), white, DT570 310hp International engine, Allison 3000 6-speed automatic transmission, 58,000 GVWR, 177-inch wheel base, dual power steering, tilt wheel, heated mirrors, A/C, cruise control, 18,000 pound front axle, 40,000 pound rear axle with 6:83 gear, ABS air brakes, front disc brakes, rear drum brakes, Bendix air dryer, air horn, A/C, DRL's, 160 amp alternator, circuit breakers, heated water/fuel separator, engine block heater, 70 gallon fuel tank, air ride cab, am/fm weather band radio, tinted glass, intermittent wipers, air ride driver seat, stationary passenger seat, body has scratches and dings, Engine and transmission are good. Well maintained. Municipal vehicle.

Air-Flo 13-foot 304 stainless steel Spread-N-Dump body, vertical hoist, Force America SSC

6100 electronic spreader control, PTO central hydraulic system, frame mounted hydraulic valve and tank assembly, in-floor material conveyor, rear salt spreader, salt grates, adjustable coal door, pre-wet system, road watch temperature monitoring system, 9-foot wing plow included, low profile front plow hitch, plow lights, LED emergency light package, LED wing and rear spreader lights, poly rear wheel fenders, FRONT PLOW NOT INCLUDED.

**Start @ \$500** Reserve: **\$5,000 (SAMPLE)**

3

Kenmore 24 cu. inch almond side-by-side refrigerator/freezer, in good working condition and very clean, with bottom drawers. Keeps items cold, great for second refrigerator. Exterior has no dents or scratches.

**Start @ \$15** Reserve: **None (SAMPLE)**

4

Craftsman roll-around bottom tool box with 3 large drawers and one flip open huge storage space 24" x 18" x 30" and "Vulcan" top tool box with 10 drawers and flip open top 24" x 16" x 18". All drawers work although a few stick. Very light surface rust on sides.

**Start @ \$5** Reserve: **None (SAMPLE)**

Type in ALL auction items in this space below.

### ~ Location of Auction, Inspection and Pickup Arrangements ~

**CONTACT PERSON:**

**ADDRESS LOCATION:**

**DAYS & HOURS:**

**PHONE NUMBER:**

All collected funds by **Obenauf Auction Service, Inc. (O.A.S.)** will be paid to the consignor via an OAS check within approximately 30 days of the completion of the auction. A **Seller's Fee of 0%** will be deducted from the settlement check if all information and pictures are provided via email by the consignor.

If you hire **O.A.S.** to come to your facility to compile the item(s) information and take pictures, an additional rate of \$35 per man hour will be deducted from your settlement.

- This will be an absolute auction [\_\_\_\_\_] or with reserve auction [\_\_\_\_\_]. **Check one box**
- There will be no advertising cost associated with this auction to the seller.
- O.A.S. will charge and retain any buyer's fee collected.

I HEREBY COMMISSION **OBENAUF AUCTION SERVICE, INC.** TO SELL THE ITEMS LISTED VIA AN ONLINE AUCTION. I CERTIFY THAT I AM THE OWNER OR THE LEGAL AGENT OF THE LISTED MERCHANDISE AND HAVE GOOD TITLE FOR DELIVERY TO PURCHASER AND THAT ALL ITEMS ARE FREE FROM ANY AND ALL MORTGAGE, LIEN, EASEMENT OR ENCUMBRANCES. I AGREE TO ACCEPT ALL RESPONSIBILITY FOR PROVIDING ACCURATE DESCRIPTION OF MERCHANDISE SOLD **(IF ANY MERCHANDISE DESCRIPTION IS MIS-REPRESENTED BY THE SELLER, YOU WILL BE REQUIRED TO TAKE YOUR ITEM BACK OR NEGOTIATE PRICE)**. I AGREE TO HOLD HARMLESS **OBENAUF AUCTION SERVICE, INC.** AGAINST ANY CLAIMS ARISING BECAUSE OF ANY BREACH OF THE ABOVE CONDITIONS. NO AMENDMENT OR MODIFICATION OF THIS CONTRACT WILL BE EFFECTIVE UNLESS OR UNTIL EXECUTED IN WRITING BY THE PARTIES.

**Seller** \_\_\_\_\_ **Date:** \_\_\_\_\_

Typed name & date by e-mail transmission will constitute your signature.

**Auction Representative** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Obenauf Auction Service, Inc.*

*810 Magna Drive, Round Lake, IL 60073*

**847-546-2095 office 847-546-2097 fax**

**IL License #444.000105**

**CITY OF DES PLAINES**

**ORDINANCE M - 6 - 24**

**AN ORDINANCE AUTHORIZING THE DISPOSITION OF SURPLUS PERSONAL PROPERTY OWNED BY THE CITY OF DES PLAINES.**

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

**WHEREAS**, the City is the owner of certain surplus vehicles and equipment (collectively, "*Surplus Personal Property*") described in detail in **Exhibit A**, attached to and, by this reference, made a part of this Ordinance; and

**WHEREAS**, the City Council has determined that the Personal Property is no longer necessary or useful to, or for the best interest of, the City; and

**WHEREAS**, Obenauf Auction Service, Inc. ("*Obenauf*") operates an Internet-based auction service for the sale of property that meets the needs of the City; and

**WHEREAS**, the City desires to dispose of the Personal Property through an auction conducted by Obenauf; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to dispose of the Personal Property at in the manner set forth in this Ordinance;

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

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

**SECTION 2: AUTHORIZATION TO DISPOSE OF PERSONAL PROPERTY.**

Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ICLS 5/11-76-4, Section 1-12-4 of the City Code of the City of Des Plaines, and the home rule powers of the City, the City Council hereby finds that the Personal Property is no longer necessary or useful to, or for the best interest of, the City. The City Manager, or her designee, is hereby authorized to sell the Personal Property at an auction conducted by Obenauf; provided, however, that no item of Surplus Personal Property

will be sold for a price that is less than the Minimum Sales Price for that item set forth in **Exhibit A**.

**SECTION 3: AUTHORIZATION TO EXECUTE REQUIRED DOCUMENTS.** The City Manager and the City Clerk are authorized and directed to execute and seal, on behalf of the City, all documents approved by the General Counsel and necessary to complete the disposition of the Surplus Personal Property in accordance with Section 2 of this Agreement.

**SECTION 4: DEPOSIT OF AUCTION SALE PROCEEDS.** The City Manager and the Director of Finance are hereby authorized and directed to deposit into the City's General Fund the proceeds from the disposition of the Surplus Personal Property pursuant to Section 2 of this Ordinance.

**SECTION 5: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

**[SIGNATURE PAGE FOLLOWS]**

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

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

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

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

ATTEST:

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

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved as to form:

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

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

DP-Ordinance Authorizing Disposition of Property Vehicles and Equipment via Obenauf Auction Service Summer 2024



2024 Summer Auction List

Year	Asset	Make	Model	Style	Vin	Estimated Salvage Value	Minimum Bid
2013	9007	Truck	E350	Van	1FTSE3EL2DDA09456	\$1,200.00	\$200.00
2008	8026	Ford	F450	Dump Truck	1FDXF47YX8EB72904	\$3,000.00	\$300.00
2006	5047	Ford	F350	Truck	1FDWFF37Y46EA17493	\$2,500.00	\$200.00
2008	5067	Ford	F450	Dump Truck	1FDXF47Y48EB72901	\$3,000.00	\$300.00
2008	5068	Ford	F450	Truck	1FDXW47Y78EC27440	\$3,000.00	\$300.00
2008	5074	Ford	F450	Dump Truck	1FDXF47Y68EB72902	\$3,000.00	\$300.00
2008	5077	Ford	F350	Truck	1FTWFF31Y98EB72900	\$2,500.00	\$200.00
2008	5066	Ford	F350	Truck	1FTWFF31Y08EB72896	\$2,500.00	\$200.00
2006	7704	Ford	E450	Ambulance	1FDXE45P16HA12600	\$4,000.00	\$300.00
2014	6035	Ford	Explorer	SUV	1FM5K8AR0EGC60873	\$3,000.00	\$300.00
2005	5022	TENNANT	6650	Sweeper	6650-10346	\$1,500.00	\$100.00
2008	5036	Nilfisk	RS 501	Sweeper	D80503414	\$2,000.00	\$300.00
1996	8033	Sewer Equip	NAJ-600 JET AWAY	Truck	6809	\$6,000.00	\$500.00
1997	7517	Nomanco	Nomanco	Trailer	7815W-342	\$500.00	\$50.00



MEMORANDUM

Date: March 26, 2024  
To: Honorable Aldermen  
From: Andrew Goczkowski, Local Liquor Commissioner  
Cc: Jordan Ellena, Development Services Manager, Community and Economic Development  
Subject: Liquor License Request for an Increase in Liquor License Classification

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

First Watch Restaurants Inc dba First Watch #0678  
2841 Mannheim Road

Class E – Restaurant Dining Room (on-site consumption only)  
New Increase from 10 to 11

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed April 8, 2024, and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday, April 15, 2024.

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

Andrew Goczkowski  
Mayor  
Local Liquor Commissioner

**Attachments:** Application Packet  
Ordinance M-7-24



LOCAL LIQUOR COMMISSIONER

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

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: First Watch Restaurants, Inc. d/b/a First Watch #0678
Address: 2841 Mannheim Rd., Des Plaines, IL Zip: 60018
Mailing Address: 8725 Penderly Place, Suite #201 Dept: Licensing
City: Bradenton St: FL Zip: 34201
Email: sbutler@firstwatch.com Phone#: 941-500-1987
Day/Hours of Operations: Monday: 7:00am - 2:30pm Tuesday: 7:00am - 2:30pm Wednesday: 7:00am - 2:30pm
Thursday: 7:00am - 2:30pm Friday: 7:00am - 2:30pm Saturday: 7:00am - 2:30pm Sunday: 7:00am - 2:30pm

CLASSIFICATION

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

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

Title: FWR Holding Corporation % of Stock: 100%
Name: ( see attached list of officers with addresses and phone numbers)
Title: % of Stock:
Name:

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

**ADDITIONAL INFORMATION**

Does the applicant own the property or premises of the business?  NO  YES  
If NO, please provide name/address of the property owner and expiration date of the executed lease:

GW Mannheim Pratt LLC 2201 N Elston Ave., Suite 400, Chicago, IL 60614

Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business?  NO  YES  
If YES, please provide name, position and a detailed description to the particulars:

Has any officer, owner or stockholder of the corporation or business obtained a liquor license for another location?  NO  YES  
If YES, please provide name, location and disposition/status of each:

First Watch has over 500 locations in 29 states. List of liquor licenses can be provided upon request.

Has any officer, owner or stockholder of the corporation or business had a liquor license revoked for another location?  NO  YES  
If YES, please provide name, location and reason for revocation of each:

**AFFIDAVIT**

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

AW INITIALS

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

AW INITIALS

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

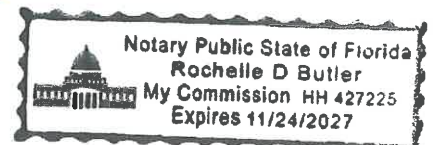
AW INITIALS

*Jay A. Wolszczak*  
Signature of Owner

Jay A. Wolszczak  
Print Name

SUBSCRIBED and SWORN to before me this  
28 day of December, 2023

*R. D. Butler*  
NOTARY PUBLIC (STAMP SEAL BELOW)



7415-1728

**Attachment for Officer's and Director's: FIRST WATCH RESTAURANTS, INC.**

Officer's and Director's Address: 8725 PENDERY PLACE, STE 201, BRADENTON, FL 34201

Name	Title
Chris Tomasso	President & CEO, Director
Henry M. Hope, III	CFO, EVP & Treasurer, Director
Jay Wolszczak	Chief Legal Officer, General Counsel and Secretary



OFFICE OF THE SECRETARY OF STATE  
ALEXI GIANNOULIAS-Secretary of State

7415-172-8  
AUGUST 3, 2023

C T CORPORATION SYSTEM  
208 SO LASALLE ST, SUITE 814  
CHICAGO, IL 60604-1101

RE FIRST WATCH RESTAURANTS, INC.

DEAR SIR OR MADAM:

IT IS OUR PLEASURE TO APPROVE YOUR REQUEST TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS. FEES IN THIS CONNECTION HAVE BEEN RECEIVED AND CREDITED.

THE CORPORATION MUST FILE AN ANNUAL REPORT AND PAY FRANCHISE TAXES PRIOR TO THE FIRST DAY OF ITS ANNIVERSARY MONTH (MONTH OF QUALIFICATION) NEXT YEAR. A PRE-PRINTED ANNUAL REPORT FORM WILL BE SENT TO THE REGISTERED AGENT AT THE ADDRESS SHOWN ON THE RECORDS OF THIS OFFICE APPROXIMATELY 60 DAYS PRIOR TO ITS ANNIVERSARY MONTH.

SECURITIES CANNOT BE ISSUED OR SOLD EXCEPT IN COMPLIANCE WITH THE ILLINOIS SECURITIES LAW OF 1953, 815 ILLINOIS COMPILED STATUTES, 5/1 ET SEQ. FOR FURTHER INFORMATION, CONTACT THE OFFICE OF THE SECRETARY OF STATE, SECURITIES DEPARTMENT AT (217) 782-2256 OR (312) 793-3384.

SINCERELY,

ALEXI GIANNOULIAS  
SECRETARY OF STATE  
DEPARTMENT OF BUSINESS SERVICES  
CORPORATION DIVISION  
TELEPHONE (217) 782-6961

FORM **BCA 13.15** (rev. July 2021)  
**APPLICATION FOR AUTHORITY TO  
 TRANSMIT BUSINESS IN ILLINOIS**  
 Business Corporation Act

**FILED**

**AUG 03 2023**

**ALEXI GIANNOULIAS  
 SECRETARY OF STATE**

Secretary of State  
 Department of Business Services  
 501 S. Second St., Rm. 350  
 Springfield, IL 62756  
 217-782-1834  
 www.cyberdriveillinois.com

Remit payment in the form of a cashier's  
 check, certified check, money order  
 or an Illinois attorney's or CPA's check  
 payable to the Secretary of State.

SEE NOTE 1 CONCERNING PAYMENT. File # 7415-1728  
 Filing Fee: \$ 150 Franchise Tax: \$ \_\_\_\_\_ Penalty/Interest: \$ \_\_\_\_\_ Total: \$ 150 Approved: Bc

-----Submit in duplicate -----Type or print clearly in black ink-----Do not write above this line-----

1. (a) CORPORATE NAME: FIRST WATCH RESTAURANTS, INC.  
 (Complete item 1 (b) only if the corporate name is not available in this state.)  
 (b) ASSUMED CORPORATE NAME: \_\_\_\_\_  
 (By electing this assumed name, the corporation hereby agrees NOT to use its corporate name in the  
 transaction of business in Illinois. Form BCA 4.15 is attached.)

2. State or Country of Incorporation Florida; Date of Incorporation 10/20/1994; Period of Duration Perpetual

3. (a) Address of the principal office, wherever located: 8725 PENDERY PLACE  
STE 201  
BRADENTON, FL 34201  
 (b) Address of principal office in Illinois: none  
 (If none, so state)

4. Name and address of the registered agent and registered office in Illinois.  
 Registered Agent: CT Corporation System  
 Registered Office: 208 First Name Middle Initial Last Name  
Chicago Number Street Suite # (A P.O. Box alone is not acceptable.)  
IL 60604 S LaSalle Street Suite 814  
City ZIP Cook County County

5. States and countries in which it is admitted or qualified to transact business: (Include state of incorporation.) See attached.

6. Name and addresses of officers and directors: (If more than 3 directors and/or additional officers, attach list.)

Name	No. & Street	City	State	ZIP
President	<u>See Attached</u>			
Secretary				
Director				
Director				
Director				

7. The purpose or purposes for which it was organized which it proposes to pursue in the transaction of business in this state: (If not sufficient space to cover this point, add one or more sheets of this size.)

*The transaction of any lawful business for which the corporation may be organized under the laws of the State of Florida and permitted under the Illinois Business Corporation Act.*

8. Authorized and issued shares:

Class	Series	Par Value	Number of Shares Authorized	Number of Shares Issued
Common	Class A	\$ .0001	100,000	100
Common	Class B-non voting	\$ .0001	100	4
Preferred	Series A	\$ .0001	100	100

(If more, attach list)

9. Paid-in Capital: \$ 500.00  
 ("Paid-in Capital" replaces the terms Stated Capital & Paid-in Surplus and is equal to the total of these accounts.)

10. (a) Give an estimate of the total value of all the property\* of the corporation for the following year: \$ 417,700,000
- (b) Give an estimate of the total value of all the property\* of the corporation for the following year that will be located in Illinois: \$ 11,400,000
- (c) State the estimated total business of the corporation to be transacted by it everywhere for the following year: \$ 852,600,000
- (d) State the estimated annual business of the corporation to be transacted by it at or from places of business in the State of Illinois: \$ 13,400,000

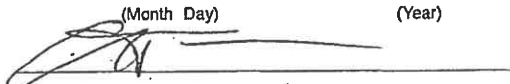
11. Interrogatories: (Important - this section must be completed.)

- (a) Is the corporation transacting business in this state at this time? **NO**
- (b) If the answer to item 11(a) is yes, state the exact date on which it commenced to transact business in Illinois:

12. This application is accompanied by a certified copy of the articles of incorporation, as amended, duly authenticated, within the last ninety (90) days, by the proper officer of the state or country wherein the corporation is incorporated. Upon Filing

13. The undersigned corporation has caused this application to be signed by a duly authorized officer, who affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in BLACK INK.)

Dated 03/31, 2023 FIRST WATCH RESTAURANTS, INC.  
(Month Day) (Year) (Exact Name of Corporation)

  
(Any Authorized Officer's Signature)

CHRIS TOMASSO, PRESIDENT  
(Print Name and Title)

\* PROPERTY as used in this application shall apply to all property of the corporation, real, personal, tangible, intangible, or mixed without qualifications.

**Note 1** — Payment in connection with this application must be in the form of a certified check, cashier's check, Illinois attorney or CPA's check or money order made payable to the "Secretary of State." The minimum fee due upon qualification is \$150. Any additional fees will be billed and must be paid before this application can be filed.

• Please see filing periods set forth below regarding the franchise tax exemption amount for each year. (Tax amount minus exemption amount. If a negative number, no franchise tax due.)

**Franchise Tax Liability Exemption Amounts**

FILING PERIOD	EXEMPTION AMOUNT
After 1/1/21	Exemption \$1,000.00

• The minimum total due (franchise tax + filing fee) is \$150.



Attachment for Item 5

Item #5 – Alabama, Arizona, Colorado, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Maryland, Michigan, Missouri, North Carolina, Ohio, Pennsylvania, Tennessee, Texas and Virginia.



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

If not, contact us immediately.

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

OFFICIAL DOCUMENT State of Illinois - Department of Revenue OFFICIAL DOCUMENT

**Illinois Business Authorization**

FIRST WATCH RESTAURANTS, INC.

2841 MANNHEIM RD  
DES PLAINES IL

Expiration Date:  
**7/29/2024**


Loc. Code: 016-0015-1-001

Des Plaines  
Cook County

**Certificate of Registration**  
Sales and use taxes and fees (4329-9644)

ILLINOIS REVENUE  
*[Signature]*  
Director

OFFICIAL DOCUMENT Issued Date: **01/09/2024**



**CITY OF DES PLAINES**

**ORDINANCE M - 7 - 24**

**AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS “E” LIQUOR LICENSE.**

**WHEREAS**, First Watch Restaurants, Inc., d/b/a First Watch ("*Applicant*"), applied to the Department of Community and Economic Development for a Class E liquor license for the premises commonly known as 2841 Mannheim Road, Des Plaines, Illinois ("*Premises*") pursuant to Chapter 4 of Title 4 of the Des Plaines City Code ("*City Code*"); and

**WHEREAS**, the City desires to issue one Class E liquor license to the Applicant for the Premises; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to grant the Applicant a Class E liquor license for the Premises;

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

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

**SECTION 2: APPROVAL OF LIQUOR LICENSE.** The City Council hereby grants the Applicant a Class E Liquor License to the Applicant for the Premises.

**SECTION 3: FEE SCHEDULE.** Section 1, titled “Fee Schedule,” of Chapter 18, titled "Schedule of Fees," of Title 4, titled “Business Regulations,” of the City Code is hereby amended further to read as follows:

**4-18-1: FEE SCHEDULE:**

Section	Fee Description	Number	Term	Fee	
					New
	*	*	*		
Chapter 4	Liquor Control				
4-4-5A	License Fees and Number:				
	<b>Class</b>	<b>Number</b>	<b>Term</b>	<b>Initial Fee</b>	<b>Annual Fee</b>
	Class E	<del>10</del> <b>11</b>	Annual	\$3,630.00	\$1,815.00
	*	*	*		

**SECTION 4: SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

**SECTION 5: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

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

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

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

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

**ATTEST:**

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

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved as to form:

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

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

DP-Ordinance Add One Class E Liquor License for First Watch Restaurants Inc. d/b/a First Watch



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

**Date:** April 4, 2024

**To:** Dorothy Wisniewski, City Manager

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

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

**Subject:** Award Bid - Northwest Water Commission Emergency Water Supply Project

**Issue:** Four bids were received on March 15, 2024 for the Northwest Water Commission (NWC) Emergency Water Supply Project.

**Analysis:** The Northwest Water Commission and the City entered into an agreement on January 16, 2024, for an emergency water service connection between the City and NWC. The connection will be at the Central Road Pumping Station and will have the ability to provide up to 18 million gallons of water per day. According to the agreement with the NWC, the City will receive full reimbursement for the project. A summary of the bids received are shown below:

<b>BIDDER'S NAME</b>	<b>BID AMOUNT</b>
John Neri Construction Co., Inc.	\$285,625.00
Dahme Mechanical Industries, Inc.	\$298,888.00
Berger Contractors, Inc.	\$426,000.00
DiMeo Brothers, Inc.	\$595,000.00

**Recommendation:** We recommend approval of the Northwest Water Commission Emergency Water Supply Project to John Neri Construction Co., Inc., 770 Factory Road, Addison, IL 60101 in the amount of \$285,625.00. Funding source will be the Water Fund with reimbursement by the Northwest Water Commission.

**Attachments:**  
Resolution R-82-24  
Exhibit A – Contract

**CITY OF DES PLAINES**

**RESOLUTION R - 82 - 24**

**A RESOLUTION APPROVING AN AGREEMENT WITH JOHN NERI CONSTRUCTION CO., INC. FOR THE NORTHWEST WATER COMMISSION EMERGENCY WATER SUPPLY PROJECT.**

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

**WHEREAS**, the City has appropriated funds in the Capital Improvement Program Water/Sewer Fund for use by the Department of Public Works and Engineering during the 2024 fiscal year for the Northwest Water Commission Emergency Water Supply Project, which is part of the 2024 Capital Improvement Program and includes the installation of cured in place pipe throughout the City ("**Work**"); and

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

**WHEREAS**, the City received four bids, which were opened on March 15, 2024; and

**WHEREAS**, John Neri Construction Co., Inc. ("**Contractor**") submitted the lowest responsible bid in the not-to-exceed amount of \$285,625; and

**WHEREAS**, the City desires to enter into a contract with Contractor for the performance of the Work in the not-to-exceed amount of \$285,625 ("**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 Agreement with Contractor is approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the General Counsel.

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

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

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Contract with Neri for NWC Emergency Water Supply Project



**CITY OF DES PLAINES**

**CONTRACT FOR**

**NORTHWEST WATER COMMISSION EMERGENCY SUPPLY**

Contract Number: / /

**CITY OF DES PLAINES  
 CONTRACT FOR  
 NORTHWEST WATER COMMISSION EMERGENCY SUPPLY**

**TABLE OF CONTENTS**

	<u>Page</u>
<b>ARTICLE I</b>	<b>The Work ..... 1</b>
1.1	Performance of the Work ..... 1
1.2	Commencement and Completion Dates ..... 2
1.3	Required Submittals ..... 2
1.4	Review and Interpretation of Contract Provisions ..... 3
1.5	Conditions at the Work Site; Record Drawings ..... 3
1.6	Technical Ability to Perform..... 4
1.7	Financial Ability to Perform..... 4
1.8	Time..... 4
1.9	Safety at the Work Site..... 5
1.10	Cleanliness of the Work Site and Environs ..... 5
1.11	Damage to the Work, the Work Site, and Other Property ..... 5
1.12	Subcontractors and Suppliers ..... 6
1.13	Simultaneous Work By Others ..... 6
1.14	Occupancy Prior to Final Payment..... 6
1.15	Owner’s Right to Terminate or Suspend Work for Convenience ..... 6
<b>ARTICLE II</b>	<b>Changes And Delays..... 7</b>
2.1	Changes ..... 7
2.2	Delays ..... 7
<b>ARTICLE III</b>	<b>Contractor’s Responsibility For Defective Work..... 8</b>
3.1	Inspection; Testing; Correction of Defects..... 8
3.2	Warranty of Work..... 8
3.3	Owner’s Right to Correct ..... 9
<b>ARTICLE IV</b>	<b>Financial Assurances..... 9</b>
4.1	Bonds..... 9
4.2	Insurance..... 9
4.3	Indemnification..... 10
<b>ARTICLE V</b>	<b>Payment..... 10</b>
5.1	Contract Price ..... 10
5.2	Taxes and Benefits ..... 10
5.3	Progress Payments..... 10
5.4	Final Acceptance and Final Payment ..... 11

{00119451.2}

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

**Contractor’s Certification**

- Attachment A:** Supplemental Schedule of Contract Terms
- Attachment B:** Specifications
- Attachment C:** List of Drawings
- Attachment D:** Special Project Requirements

**CITY OF DES PLAINES  
CONTRACT FOR  
NORTHWEST WATER COMMISSION EMERGENCY SUPPLY**

In consideration of the mutual promises set forth below, the City of Des Plaines, 1420 Miner Street / Northwest Highway, Des Plaines, Illinois 60016, an Illinois municipal corporation (“*Owner*”), and John Neri Construction Company, Inc., 70 Factory Road, Addison, IL 60101, a Corporation (“*Contractor*”), make this Contract as of \_\_\_\_\_, 20\_\_\_\_, (the “*Effective Date*”) and hereby agree as follows:

**ARTICLE I: THE WORK**

**1.1 Performance of the Work**

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
2. Permits. Except as otherwise provided in Attachment A, 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 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 Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and

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

**1.2 Commencement and Completion Dates**

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

**1.3 Required Submittals**

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

B. Number and Format. Contractor must provide **THREE** complete sets for each Required Submittal. All Required Submittals, except drawings, must be prepared on white 8-1/2” x 11”. Two blue-line prints and one sepia transparency of each drawing must be provided. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

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

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

**1.4 Review and Interpretation of Contract Provisions**

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

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

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

**1.5 Conditions at the Work Site; Record Drawings**

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

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

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

**1.6 Technical Ability to Perform**

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

**1.7 Financial Ability to Perform**

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

**1.8 Time**

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

**1.9 Safety at the Work Site**

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours.

Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

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

**1.10 Cleanliness of the Work Site and Environs**

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

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

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

**1.12 Subcontractors and Suppliers**

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion



of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to “*Contractor*” is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

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

**1.13 Simultaneous Work By Others**

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

**1.14 Occupancy Prior to Final Payment**

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

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

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

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding

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

## ARTICLE II: CHANGES AND DELAYS

### 2.1 Changes

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

### 2.2 Delays

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

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

## ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

### 3.1 Inspection; Testing; Correction of Defects

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

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

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

### 3.2 Warranty of Work

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

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

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

### 3.3 Owner's Right to Correct

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

**ARTICLE IV: FINANCIAL ASSURANCES**

**4.1 Bonds**

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

**4.2 Insurance**

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

**4.3 Indemnification**

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

**ARTICLE V: PAYMENT**

**5.1 Contract Price**

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

**5.2 Taxes and Benefits**

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

**5.3 Progress Payments**

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

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

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

**5.4 Final Acceptance and Final Payment**

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final

inspection (“*Notice of Completion*”). Contractor’s Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract (“*Punch List Work*”).

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

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

## 5.5 Liens

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

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



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

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

**5.6 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

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

**ARTICLE VI: DISPUTES AND REMEDIES**

**6.1 Dispute Resolution Procedure**

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

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

**6.2 Contractor’s Remedies**

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

**6.3 Owner’s Remedies**

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor’s rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due (“*Event of Default*”), and has failed to cure any such Event of Default within five business days after Contractor’s receipt of written notice of such Event of Default, then Owner will have the



right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

**6.4 Owner's Additional Remedy for Delay**

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the

exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the “*Per Diem Administrative Charge*” set forth in Attachment A, as well as any additional damages caused by such delay.

**6.5 Terminations and Suspensions Deemed for Convenience**

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

**ARTICLE VII: LEGAL RELATIONSHIPS  
AND REQUIREMENTS**

**7.1 Binding Effect**

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

**7.2 Relationship of the Parties**

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

**7.3 No Collusion/Prohibited Interests**

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner’s option, be null and void.

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

Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

**7.4 Assignment**

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

**7.5 Confidential Information**

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

**7.6 No Waiver**

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

**7.7 No Third Party Beneficiaries**

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

**7.8 Notices**

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or

branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

City of Des Plaines 1420 Miner Street Des Plaines, Illinois 60016 Attention: Tim Watkins	<u>with a copy to:</u> Elrod Friedman LLP 325 N. LaSalle Street, Suite 450 Chicago, Illinois 60654 Attention: Peter Friedman
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Notices and communications to Contractor must be addressed to, and delivered at, the following address:

John Neri Construction Co, Inc.  
770 Factory Road  
Addison, IL 60101

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

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

**7.9 Governing Laws**

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

**7.10 Changes in Laws**

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

**7.11 Compliance with Laws**

A. Compliance Required. Contractor, and each subcontractor, must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing,

performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; or and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act. Certified Payroll. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"), must submit a certified payroll to the Illinois Department of Labor, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act.

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

## 7.12 Compliance with Patents

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

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools,

appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

**7.13 Time**

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

**7.14 Severability**

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

**7.15 Entire Agreement**

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

**7.16 Amendments**

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

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

**CITY OF DES PLAINES**

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

Name: Dorothy Wisniewski

Title: City Manager

Attest:

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

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

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

**JOHN NERI CONSTRUCTION COMPANY, INC.**

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

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

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

Attest:

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

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

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

STATE OF ILLINOIS        )  
                                  )    SS  
COUNTY OF \_\_\_\_\_ )

CONTRACTOR'S CERTIFICATION

\_\_\_\_\_  
[contractor's executing officer], being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

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

DATED: \_\_\_\_\_, 20\_\_.

*[name of contractor]*

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

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

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

Attest:

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

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

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

Subscribed and Sworn to before me on \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(SEAL)

{00119451.2}



**CITY OF DES PLAINES  
CONTRACT FOR  
NORTHWEST WATER COMMISSION EMERGENCY SUPPLY**

**ATTACHMENT A**

**SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

**1. Project:**

Furnishing and installing electrically actuated butterfly valve in vault, and other work as described in the Plans and Specifications.

**2. Work Site:**

Central Road Reservoir and Booster Station within the City of Des Plaines Illinois.

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

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

City of Des Plaines Building Permit

IEPA Construction Permit

**4. Commencement Date:**

14 days after the date of execution of the Contract by Owner.

**5. Completion Date:**

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

**6. Insurance Coverage:**

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

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

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

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

All employees must be included as insureds.

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

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

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

"X", "C", and "U" exclusions must be deleted.

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

All employees must be included as insured.

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

The Additional Insured endorsement must identify Owner as follows:

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

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

<u>Additional Insured</u>	<u>Policy or Policies</u>
Trotter and Associates, Inc.	All

7. **Contract Price:**

A. **LUMP SUM CONTRACT**

Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

8. **Progress Payments:**

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

B. **Value of Work.** The Value of the Work will be determined as follows:

(1) **Lump Sum Items.** For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for

overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

**9. Per Diem Administrative Charge:**

\$ 500.00

**10. Standard Specifications:**

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

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

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

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

See Attachment D for any special project requirements.

**CITY OF DES PLAINES  
CONTRACT FOR  
NORTHWEST WATER COMMISSION EMERGENCY SUPPLY**

**ATTACHMENT B**

**SPECIFICATIONS**

{00119451.2}

-1-

**CITY OF DES PLAINES - CONTRACT FOR  
NORTHWEST WATER COMMISSION EMERGENCY SUPPLY**

**ATTACHMENT C - LIST OF DRAWINGS**

<u>SHEET NOS.</u>	<u>SHEET TITLES</u>
G.0	Cover Sheet
G.1	General Notes and Legend
C.1	Overall Site Plan
C.2	Detailed Site Plan
C.3	Details and Standards
E.0	Electrical Legend
E.1	Electrical Plan

**CITY OF DES PLAINES  
CONTRACT FOR  
NORTHWEST WATER COMMISSION EMERGENCY SUPPLY**

**ATTACHMENT D**

**SPECIAL PROJECT REQUIREMENTS**

ADDENDUM NO. 1

**CITY OF DES PLAINES  
REQUEST FOR CONTRACT PROPOSALS AND CONTRACT  
NWC Emergency Water Supply**

February 15, 2024

**TO ALL PROPOSERS:**

Attention of all Proposers is called to the following revision to the Request for Contract Proposals and Contract for the NWC Emergency Water Supply by the City of Des Plaines, Illinois ("**Request**").

The information given in this Addendum shall be taken into account by each prospective bidder in the preparation of its Contract Proposal. Receipt of this Addendum shall be acknowledged on page 1 of the bidder's Contract Proposal and a copy of this Addendum shall be included in the bidder's Contract Proposal.

I. Modifications to Project Contract

**Plans set was not added and is now added.**

**All other provisions of the Bid Package remain unchanged, including the date and time to submit Contract Proposals.**

**NWC Emergency Water Supply  
Bid Opening 10:00 a.m. March 15, 2024**

SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND ATTACH TO THE FRONT OF YOUR BID PROPOSAL.

COMPANY NAME John Neri Const. Co., Inc.  
SIGNATURE Nicholas Neri, Pres.  
DATE 02/15/2024



**ADDENDUM NO. 2**

**CITY OF DES PLAINES  
REQUEST FOR CONTRACT PROPOSALS AND CONTRACT  
NWC Emergency Water Supply**

March 14, 2024

**TO ALL PROPOSERS:**

Attention of all Proposers is called to the following revision to the Request for Contract Proposals and Contract for the Northwest Water Commission Emergency Supply by the City of Des Plaines, Illinois ("**Request**").

The information given in this Addendum shall be taken into account by each prospective bidder in the preparation of its Contract Proposal. Receipt of this Addendum shall be acknowledged on page 1 of the bidder's Contract Proposal and a copy of this Addendum shall be included in the bidder's Contract Proposal.


- I. Inadvertently missing insurance section in contract.

**Insurance section attached.**

**All other provisions of the Bid Package remain unchanged, including the date and time to submit Contract Proposals.**

**Bid Opening 10:00 a.m. March 15, 2024**

SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND ATTACH TO THE FRONT OF YOUR BID PROPOSAL.

COMPANY NAME JOHN NERI CONSTRUCTION CO., INC.  
SIGNATURE   
DATE 03/14/2024

6. **Insurance Coverage:**

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

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

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

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

All employees must be included as insureds.

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

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

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

"X", "C", and "U" exclusions must be deleted.

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

All employees must be included as insured.

- D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing,

performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

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

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

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

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

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

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

Comprehensive General Liability

The Additional Insured endorsement must identify Owner as follows:

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



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

<u>Additional Insured</u>	<u>Policy or Policies</u>
<u>Trotter and Associates</u>	<u>Comprehensive General Liability</u>



**JOHN NERI CONSTRUCTION CO., INC.**  
*Sewer & Water Contractors*  
 770 Factory Road \*Addison, IL 60101  
 Tel: 630 629-8384\* Fax: 630 629-7001  
[www.johnnericonstruction.com](http://www.johnnericonstruction.com)

**JOB NAME:** Central Road Pumping Station NWWC Emergency Supply

**Owner:** City of Des Plaines

**Bid Date:** March 15, 2024      **Time:** 10:00 A.M.

No.	Description	Units	Quantity	Unit Price	Amount
1	HMA pavement saw cutting	L.F.	125	\$ 5.00	\$ 625.00
2	HMA pavement (4" binder , 2" surface)	Sq. Yd.	80	\$ 95.00	\$ 7,600.00
3	Remove portion of 20" D.I. W. M.	L.S.	1	\$ 2,500.00	\$ 2,500.00
4	Install 20" x 20" D.I. Tee	Ea.	1	\$ 12,500.00	\$ 12,500.00
5	20" D. I. WM.	L.F.	40	\$ 400.00	\$ 16,000.00
6	20" X 20" D.I. Cross	Ea.	1	\$ 18,500.00	\$ 18,500.00
7	20" D.I. 90° Bend	Ea.	1	\$ 6,800.00	\$ 6,800.00
8	20" Cut-In sleeve	Ea.	3	\$ 3,600.00	\$ 10,800.00
9	20"x 12" D.I. FL x FL spool piece	Ea.	1	\$ -	\$ -
10	20" RW gate valve in 72" valve vault W/Type 1 Frame & Lid	Ea.	1	\$ 43,500.00	\$ 43,500.00
11	20" butterfly valve in 72" valve vault W/36" x 36" Al. hatch (Halliday H1W3636 H-20 Loading) W/Modulating Actuator	Ea.	1	\$ 82,500.00	\$ 82,500.00
12	120V sump pump	Ea.	1	\$ 1,200.00	\$ 1,200.00
13	2" PVC Schedule 80 sump pump discharge W/2" PVC union ball valve & check valve.	L.S.	1	\$ 1,200.00	\$ 1,200.00
14	Electrical work	L.S.	1	\$ 27,500.00	\$ 27,500.00
15	SCADA intergration	L.S.	1	\$ 19,200.00	\$ 19,200.00
16	Trench backfill	L.S.	1	\$ 12,000.00	\$ 12,000.00
17	Mobilization	Ea.	1	\$ 15,000.00	\$ 15,000.00
	<b>Miscellaneous</b>			\$ -	\$ -
	Grounding system handhole remove and re-install	Ea.	1	\$ 1,500.00	\$ 1,500.00
	Flowable fill	L.S.	1	\$ 3,000.00	\$ 3,000.00
	Support existing electrical duct	L.S.	1	\$ 1,200.00	\$ 1,200.00
	Disinfection/Flushing Tap	Ea.	1	\$ 2,500.00	\$ 2,500.00
<b>TOTAL</b>					<b>\$ 285,625.00</b>



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

**Date:** April 4, 2024

**To:** Dorothy Wisniewski, City Manager

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

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

**Subject:** Maple Street Water Pumping Station Variable Frequency Drive (VFD) Installation

**Issue:** The 2024 budget includes funding for the installation of five Variable Frequency Drives (VFD) at Maple Street Water Pumping Station.

**Analysis:** The scope of work includes installation of five VFDs at the Maple Street Water Pumping Station, which the City pre-purchased to reduce contractors’ material markups and contract times. Three proposals were received and are shown below:

BIDDER’S NAME	PROPOSAL AMOUNT
Argon Electric	\$221,760.00
Dahme Mechanical	\$245,000.00
Super Electric Construction	\$369,600.00

Argon Electric submitted the lowest proposal for the project, and they have a Master Contract with the City. They have performed extremely well on our projects and have assisted with troubleshooting various electrical issues throughout the City. Task Order #37 to the Master Contract has been prepared to complete the necessary VFD work at the Maple Street Water Pumping Station in the amount of \$221,760.00.

**Recommendation:** We recommend approval of Task Order #37 in the amount of \$221,760.00 between the City of Des Plaines and Argon Electric Company, Inc., 1700 Leider Lane, Suite 100, Buffalo Grove, Illinois, 60089. Source of funding is the Water Fund.

**Attachments:**  
Resolution R-83-24  
Exhibit A – Task Order #37

**CITY OF DES PLAINES**

**RESOLUTION R - 83 - 24**

**A RESOLUTION APPROVING TASK ORDER NO. 37  
UNDER A MASTER CONTRACT WITH ARGON  
ELECTRIC COMPANY, INC. FOR PROFESSIONAL  
ELECTRICAL 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 funds in the Water Fund for use by the Department of Public Works and Engineering during the 2024 fiscal year for the installation of five variable frequency drives ("*VFDs*") at the Maple Road Pumping Station ("*Services*"); 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 requested proposals from several reliable electrical contractors for the installation of the VFDs; and

**WHEREAS**, on November 1, 2021, the City Council approved Resolution R-174-21, which authorized the City to enter into a master contract ("*Master Contract*") with Argon Electric Company, Inc. ("*Contractor*") for the performance of certain electrical services for the City as such services are needed over time; and

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

**WHEREAS**, Contractor submitted a proposal to perform the Services in the amount of \$221,760; and

**WHEREAS**, the City desires to enter into Task Order No. 37 under the Master Contract with Contractor for the performance of Services in the not-to-exceed amount of \$221,760 ("*Task Order No. 37*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements in the City Code and approve Task Order No. 37 with Contractor for the performance of 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 TASK ORDER NO. 37.** The City Council hereby approves Task Order No. 37 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 4: AUTHORIZATION TO EXECUTE TASK ORDER NO. 37.** 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. 37.

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

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Task Order No 37 with Argon Electric for VFDs at Maple



## ATTACHMENT A

### TASK ORDER

In accordance with Section 1.2 of the Master Contract dated November 1, 2021 between the City of Des Plaines (the “City”) and Argon Electric Company, Inc. (the “Contractor”), the Parties agree to the following Task Number 37:

#### **Maple Pump Station Variable Frequency Drive Installation**

- Disconnect existing pumps from their feeder conductors.
  - Remove existing feeder conductors from the MCC (Motor Control Center) to the (5) pump locations.
  - Remove unnecessary components in the existing MCC currently controlling the pumps.
  - Remove existing control wiring as needed for new wiring installation. Existing conduit will be reused as noted for new wires and cables.
  - Furnish and install concrete housekeeping pad sized for the new VFDs (Variable Frequency Drive) to rest upon on the backside of the MCC.
  - Install (5) new VFDs (supplied by the City of Des Plaines) and provide electrical raceway paths to the existing MCC.
  - Provide structural support for installation of new VFD units.
  - Install new power conduits as delineated on the drawings.
  - Furnish and install new feeder cables to each of the (5) pumps as scheduled on the project drawings. Install required control wiring for proper VFD operation.
  - Furnish and install new pull boxes at each of the (5) pump locations. The existing pull boxes will be replaced as noted.
  - Argon Electric will install and electrically connect all control and monitoring devices provided by the owner as shown on the 'E' drawings.
  - Furnish and install necessary conduits and wiring between the MCC and the plant PLC.
  - Relocate the existing fused disconnect for the 45 KVA MCC primary transformer feed currently mounted on the backside of the MCC. The new location will be adjacent to the MCC.
  - Furnish and install required MCC circuit breakers for pump feeders.
  - Furnish and install new fuse blocks pump control power as shown on sheet E.2
  - Provide cable terminations at MCC and pump locations.
  - Test all cables and connections after installation.
2. **Project Schedule** (attach schedule if appropriate): Commencement upon approval to proceed.

3. **Project Completion Date:**

All Contracted Services must be completed on or before: August 2, 2024

4. **Project Specific Pricing** (if applicable): \$221,760.00.

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

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

**CITY**

**CONTRACTOR**

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

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

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

**ARGON ELECTRIC COMPANY, INC.**



**CONTRACTORS AND ENGINEERS**

PHONE: (847) 364-2200

FAX: (847) 364-2205

1700 LEIDER LANE • SUITE # 100 • BUFFALO GROVE, IL 60089

www.argonelec.com

March 6, 2024

Mr. Rob Greenfield

Email: rgreenfield@desplaines.org

1111 Joseph J Schwab Road

Des Plaines, IL 60016

Re: Maple St. Pumping Station

Contract B – Electrical Improvements

Project #DSP006-17

Dear Rob,

We are pleased to submit our proposal to complete the electrical work for the above-referenced project. This proposal is based on the design drawings dated 8/2/2023 from Trotter and Associates Engineers and Surveyors. Scope of work includes the following:

- Disconnect existing pumps from their feeder conductors.
- Remove existing feeder conductors from the MCC (Motor Control Center) to the (5) pump locations.
- Remove unnecessary components in the existing MCC currently controlling the pumps.
- Remove existing control wiring as needed for new wiring installation. Existing conduit will be reused as noted for new wires and cables.
- Furnish and install concrete housekeeping pad sized for the new VFDs (Variable Frequency Drive) to rest upon on the backside of the MCC.
- Install (5) new VFDs (supplied by the City of Des Plaines) and provide electrical raceway paths to the existing MCC.
- Provide structural support for installation of new VFD units.
- Install new power conduits as delineated on the drawings.

- Furnish and install new feeder cables to each of the (5) pumps as scheduled on the project drawings. Install required control wiring for proper VFD operation.
- Furnish and install new pull boxes at each of the (5) pump locations. The existing pull boxes will be replaced as noted.
- Argon Electric will install and electrically connect all control and monitoring devices provided by the owner as shown on the 'E' drawings.
- Furnish and install necessary conduits and wiring between the MCC and the plant PLC.
- Relocate the existing fused disconnect for the 45 KVA MCC primary transformer feed currently mounted on the backside of the MCC. The new location will be adjacent to the MCC.
- Furnish and install required MCC circuit breakers for pump feeders.
- Furnish and install new fuse blocks pump control power as shown on sheet E.2
- Provide cable terminations at MCC and pump locations.
- Test all cables and connections after installation.

**Price for the above-mentioned scope of work \$209,760.00**

MCC integration / interface work allowance as recommended by Allen Bradley Supplier \$ 12,000.00

EXCLUSIONS

There is no bond or sales tax attached to this proposal.

Scada System related work is by others.

All work will be done in accordance with all applicable codes.

Thank you for the opportunity to be of service. We look forward to working with you on this project and providing the quality work that Argon Electric is recognized for throughout the construction industry.

Please feel free to contact me if you have any questions or require additional information.

Sincerely,



Ronald J. Cacioppo

President



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: April 4, 2024  
To: Dorothy Wisniewski, City Manager  
From: Timothy Watkins, Assistant Director of Public Works *TW*  
Cc: Timothy Oakley, P.E., CFM, Director of Public Works and Engineering  
Subject: Stantec Consulting Services, Inc. - Professional Engineering Services Master Contract

**Issue:** The Public Works and Engineering Department requests a Master Contract with Stantec Consulting Services, Inc. for professional engineering services. Their current contract is expired.

**Analysis:** Stantec Consulting Services, Inc. provides a variety of engineering services for the City. 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.

**Recommendation:** We recommend approval of a new 3-year Master Contract with Stantec Consulting Services, Inc., 350 N. Orleans St, Suite 8000N, Chicago, Illinois 60654 for professional engineering services.

**Attachments:**

Resolution R-86-24  
Exhibit A - Master Contract

CITY OF DES PLAINES

RESOLUTION R - 86 - 24

**A RESOLUTION APPROVING A MASTER CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES.**

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

**WHEREAS**, the City desires to retain an engineering firm to perform engineering services for the City as such services are needed over time ("*Engineering Services*"); and

**WHEREAS**, Stantec Consulting Services, Inc. ("*Consultant*") has performed Engineering Services for the City in the past to the City's satisfaction; and

**WHEREAS**, the City desires to enter into a three-year master contract with Consultant to perform Engineering Services as required by the City ("*Master Contract*") pursuant to task orders issued by the City in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines, the City's purchasing policy, and the Master Contract; and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Master Contract with Stantec Consulting 2024-2027

Master Contract  
Between the City of Des Plaines  
and Stantec Consulting Services, Inc.  
for Professional Engineering Services



Master Contract  
Between the City of Des Plaines  
and Stantec Consulting Services, Inc.  
for Professional Engineering Services

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. THE SERVICES .....	1
1.1 Intent; Conflicts. ....	1
1.2 Task Orders. ....	1
1.3 Project Time. ....	1
1.4 Term. ....	1
1.5 No Guarantee of Work; Other Contracts. ....	1
1.6 Responsibility of Consultant to Perform. ....	1
1.7 Financial Ability to Perform. ....	2
ARTICLE 2. COMPENSATION AND PAYMENT .....	2
2.1 Pricing Schedule. ....	2
2.2 Monthly Payment; Invoices. ....	2
2.3 Taxes. ....	2
2.4 Final Payment. ....	3
2.5 Deductions. ....	3
2.6 Use of Deducted Funds. ....	3
2.7 Keeping Books and Accounts. ....	3
ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES .....	3
3.1 Standard of Performance. ....	3
3.2 Correction of Defects. ....	4
3.3 Risk of Loss. ....	4
3.4 Opinions of Probable Cost. ....	4
3.5 Responsibility for Work by Contractors. ....	4
3.6 City Responsibilities. ....	4
3.7 Time of the Essence. ....	5

3.8 Suspension of Services, Project.....6

ARTICLE 4. TASK CHANGE ORDERS; DELAYS.....6

4.1 Task Change Orders.....6

4.2 Revision Notices.....6

4.3 Disagreements over Task Change Order Terms.....6

4.4 No Change in Absence of Task Change Order.....6

4.5 Delays.....6

ARTICLE 5. INSURANCE.....7

5.1 Insurance.....7

5.2 Scope of Coverage.....7

5.3 Minimum Limits of Coverage.....7

5.4 Deductibles and Self-Insured Retentions.....8

5.5 Additional Requirements.....8

5.6 Verification of Coverage.....9

5.7 Sub-Consultants and Suppliers.....9

ARTICLE 6. INDEMNIFICATION.....9

6.1 Agreement to Indemnify.....9

6.2 Notice of Claim to Consultant.....10

6.3 No Limit Based on Insurance.....10

6.4 Withholding Payment.....10

6.5 Limit on Duty to Indemnify.....10

ARTICLE 7. INFORMAL DISPUTE RESOLUTION.....10

7.1 Dispute Resolution Panel.....10

7.2 Communications in Nature of Settlement.....10

7.3 Performance of Services.....10

ARTICLE 8. TERMINATION.....10

8.1 Master Contract is At-Will.....10

8.2 Termination by City for Breach.....11

8.3 City Remedies.....11

8.4 Termination for Convenience.....11

8.5 Termination by Consultant for Breach.....11

8.6 Termination by Consultant without Cause.....11

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS .....12

- 9.1 Consultant as Independent Consultant.....12
- 9.2 Compliance with Laws; Communications with Regulators.....12
- 9.3 Consultant Payments; Waivers of Liens. ....12
- 9.4 Permits and Licenses.....12
- 9.5 Safety; Hazardous Materials. ....12
- 9.6 Intellectual Property.....12
- 9.7 Confidential Information. ....13
- 9.8 Ownership of Data and Documents. ....13
- 9.9 Copyrights and Patents. ....13
- 9.10 Notices. ....13
- 9.11 No Waiver by City.....14
- 9.12 No Third-Party Beneficiaries.....14
- 9.13 Survival of Terms. ....14
- 9.14 Assignments.....14
- 9.15 Amendments. ....14
- 9.16 Governing Law. ....14
- 9.17 Compliance with Laws, Grant Regulations. ....14
- 9.18 Representation of No Conflicts.....15
- 9.19 No Collusion. ....15

Master Contract  
Between The City of Des Plaines  
and Stantec Consulting Services, Inc.  
for Professional Engineering Services

This contract (the “*Master Contract*”) is dated as of [Click here to enter a date.](#) (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and Stantec Consulting Services, Inc. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE 1. THE SERVICES**

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$25,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term. This Master Contract commences on the Effective Date and terminates on December 31, 2027 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant

in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

## ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in each Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order (“*Final Payment*”). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant’s sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys’ fees, of correcting any of the matters stated in this Section or exercising any one or more of the City’s remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City’s determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys’ fees (collectively “*Costs*”) incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City’s request and expense.

### ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the

“Standard of Performance”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant’s experience and qualifications, and those opinions represent the Consultant’s best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:



(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.



3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

#### ARTICLE 4. TASK CHANGE ORDERS; DELAYS

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$25,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation

for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

## ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must

purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

## ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

#### **ARTICLE 7. INFORMAL DISPUTE RESOLUTION**

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

#### **ARTICLE 8. TERMINATION**

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "Breach" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.



## ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

### 9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the

infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information (“*Confidential Information*”). The Consultant must not disclose Confidential Information without the City’s prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant’s sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively “*Data*”), other than the Consultant’s confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City’s request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant’s records subject to the Consultant’s continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant’s control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered “work for hire,” and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City’s expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:  
City of Des Plaines  
Public Works and Engineering Department  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attn: Director of Public Works & Engineering

with a copy to:  
Elrod Friedman LLP  
325 N. LaSalle Street, Suite 450  
Chicago, Illinois 60654  
Attn: Peter Friedman, General Counsel



If to the Consultant:  
Stantec Consulting Services, Inc.  
350 N. Orleans St., Suite 8000N  
Chicago, IL 60654  
Attn: \_\_\_\_\_

with a copy to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant’s obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant’s improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

City of Des Plaines

Stantec Consulting Services, Inc.

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

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

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

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

Title: City Manager \_\_\_\_\_

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

APPROVED AS TO FORM ONLY

\_\_\_\_\_  
Des Plaines General Counsel                      Dated

**ATTACHMENT A**

**TASK ORDER**

In accordance with Section 1.2 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_  
between the City of Des Plaines (the “City”) and Stantec Consulting Services, Inc. (the  
“Consultant”), the Parties agree to the following Task Number \_\_\_:

**1. Contracted Services:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**3. Project Completion Date:**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

**[SIGNATURE PAGE FOLLOWS]**

**CITY**

**CONSULTANT**

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

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

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

**ATTACHMENT B**

TASK CHANGE ORDER FOR TASK NUMBER \_\_\_\_\_

In accordance with Section 4.1 of the Master Contract dated \_\_\_\_\_, 20\_\_\_\_ between the City of Des Plaines (the “City”) and Stantec Consulting Services, Inc. (the “Consultant”), the Parties agree to the following Task Change Order for Task Number \_\_\_\_:

**1. Change in Contracted Services:**

---

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

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---

---

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

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

**4. Change in Compensation:**

---

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

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

**[SIGNATURE PAGE FOLLOWS]**

**CITY**

**CONSULTANT**

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

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

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

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

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

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

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

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

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

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



PUBLIC WORKS AND ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: April 4, 2024
To: Dorothy Wisniewski, City Manager
From: Robert Greenfield, Superintendent of Utility Services
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering
Subject: Award Bid – 2024 Fire Hydrant Purchase

Issue: The 2024 budget includes funding for Water Utility Materials, including fire hydrants. Three bids were received and opened by the City Clerk’s office on March 28, 2024.

Analysis: The bid includes purchase and delivery of up to 20 hydrants per specification for the year 2024. The bid summary for the 2024 Fire Hydrant Purchase is as follows:

Table with 2 columns: Company, Total Amount. Rows include Core & Main (\$89,037.00), Ziebell Water Service Products (\$101,787.00), and Taza Supplies (\$144,800.00).

The City has previously purchased hydrants and other water distribution repair parts per the City’s specifications from Core and Main and has received satisfactory service and responsiveness.

Recommendation: We recommend award of the 2024 Fire Hydrant Purchase in the amount of \$89,037.00 to Core & Main, 3415 Ohio Ave., St Charles, IL 60174. Funding source for this project will be Water System Supplies (500-00-550-7070.075).

Attachments:
Resolution R-87-24
Exhibit A – Contract

**CITY OF DES PLAINES**

**RESOLUTION R - 87 - 24**

**A RESOLUTION APPROVING AN AGREEMENT WITH CORE AND MAIN, LP. FOR THE PURCHASE OF MUELLER FIRE HYDRANTS.**

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

**WHEREAS**, the City has appropriated funds for use by the Public Works and Engineering Department during the 2024 fiscal year for the purchase of up to twenty Mueller fire hydrants and certain auxiliary valves and accessories (collectively, "*Fire Hydrants*"); 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 the Fire Hydrants; and

**WHEREAS**, the City received two bids, which were opened on March 28, 2024; and

**WHEREAS**, Core and Main, LP ("*Vendor*") submitted the lowest responsible bid for the purchase of Fire Hydrants in the amount of \$89,037; and

**WHEREAS**, the City desires to enter into an agreement with Vendor for the purchase of the Fire Hydrants in the not-to-exceed amount of \$89,037 ("*Agreement*"); and

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

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

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

**SECTION 2: APPROVAL OF AGREEMENT.** The Agreement with Vendor is approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

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



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

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Purchase of Fire Hydrants from Core and Main 2024

CITY OF DES PLAINES

CONTRACT FOR PURCHASE AND DELIVERY OF  
FIRE HYDRANT, AUXILIARY VALVE AND ACCESSORIES  
PER SPECIFICATION

Full Name of Vendor CORE & MAIN LP  
Principal Office Address 3415 OHIO AVE ST. CHARLES IL 60174  
Local Office Address \_\_\_\_\_  
Contact Person Mark Baran Telephone Number 847-980-0357

TO: City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attention: City Clerk

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

1. **Contract to Deliver Products**

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

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver Fire Hydrant, auxiliary valve and accessories per specifications to the City in a proper and workmanlike manner;

2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;

3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract;

4. **Taxes.** Pay all applicable federal, state, and local taxes; and

5. **Miscellaneous.** Do all other things required of Bidder by this Contract. **The date stamped on the new fire hydrant and valve shall be the current year-2024.**

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

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

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

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

2. **Pricing**

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

Product Item No.	Description of Product	Quantity of Product	Price of Product(s)
1	Mueller Super Centurion 250 Fire Hydrant - A423 - 5 ft. Bury with 6" Flange and with 6" Mueller Resilient Wedge auxiliary (cont.) Gate Valve (A-2362) MJxFL attached to hydrant	2	4045.00
2	Mueller Super Centurion 250 Fire Hydrant - A423 - 5 ft. 6in. Bury with 6" Flange and with 6" Mueller Resilient Wedge auxiliary Gate Valve (A-2362) MJxFL attached to hydrant	6	4110.00
3	Mueller Super Centurion 250 Fire Hydrant - A423 - 6 ft. Bury with 6" Flange and with 6" Mueller Resilient Wedge auxiliary Gate Valve (A-2362) MJxFL attached to hydrant	8	4175.00
4	Mueller Super Centurion 250 Fire Hydrant - A423 - 6 ft. 6in. Bury with 6" Flange and with 6" Mueller Resilient Wedge auxiliary Gate Valve (A-2362) MJxFL attached to hydrant	4	4243.00
5	6" ductile iron Mega Lug kit with 304 stainless steel nuts and bolts	20	65.75
6	Tyler Union Cast Iron 2-piece Valve Box with lid #6850 26T+36B	20	230

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

89037.00 Dollars and ND Cents (in figures only)

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

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

1. All prices stated in the Pricing section are firm and shall not be subject to escalation or change;

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

**C. Time of Payment**

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:  
Bidder will invoice Owner for all Work completed, and Owner will pay Bidder all undisputed amounts no later than 60 days after receipt by Owner of each invoice.

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

**3. Contract Time**

The Vendor shall deliver the Products to the City at the Delivery Address during the 2022 calendar year as needed ("**Delivery Date**") Without waiving any other remedies available to the City under this Contract or at law or in equity, if the Vendor delivers the Products to the City more than 10 days after the Delivery Date, then the total Contract Price shall be reduced by one percent for every seven-day period that elapses between the day after the Delivery Date and ending on the actual date that the Vendor delivers the Products to the City.

**4. Financial Assurance**

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

representations and warranties set forth in Section 6 of this Contract.

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

#### 5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided the City accepts this Contract within 90 days after the date this sealed Contract is opened.

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

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

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

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

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

D. Qualified. The Vendor has minimum 10 years' experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the Products at the Contract Price and within the Contract Time set forth above.

#### 7. Acknowledgements

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

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

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

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

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

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

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

H. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the

corporate authorities of the parties in accordance with all applicable statutory procedures.

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

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

DATED this 4<sup>th</sup> day of March, 2024.



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
- Bidder has fully completed the entire Contract form
- 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) N/A
- 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.

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

Vendor's Name: CORE + MAIN LP

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

Signature of Vendor or Authorized Agent: Mark Hannon

(corporate seal) Printed Name: MARK HANNON  
 (if corporation)

Title/Position: SALES MANAGER

Vendor's Business Address: 3415 OHIO AVE  
ST. CHARLES IL 60174

Vendor's Business Telephone: 630-665-1800 Facsimile: 630-665-1887

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

NAME	TITLE	ADDRESS
<u>Steve LeClair</u>	<u>CEO</u>	<u>ST. LOUIS, MO</u>
<u>Mark Witkowski</u>	<u>CFO</u>	<u>ST. LOUIS, MO</u>

**ACCEPTANCE**

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

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

**CITY OF DES PLAINES**

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

Printed Name: Dorothy Wisniewski

Title: City Manager



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT  
1111 Joseph J. Schwab Road  
Des Plaines, IL 60016  
P: 847-391-5464  
desplaines.org

MEMORANDUM

Date: April 4, 2024  
 To: Dorothy Wisniewski, City Manager  
 From: Robert Greenfield, Superintendent of Utility Services *RG*  
 Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering  
 Timothy Watkins, Assistant Director of Public Works and Engineering  
 Subject: Lead Service Line Replacements, Change Order No. 2

**Issue:** Due to utility and routing conflicts discovered during construction, Change Order No. 2 is necessary to final out the 2023 Lead Line Replacement Project.

**Analysis:** At its April 3, 2023 meeting, the City Council awarded the Lead Service Line Replacement Project to the low bidder, John Neri Construction Co., Inc., in the amount of \$500,000. Change Order No. 1 was subsequently authorized for the Emergency Replacement of the Elmhurst Road water main for an additional amount of \$424,677.

Due to utility and service line routing conflicts discovered during construction, additional resources and material were required to complete the projects. These revisions resulted in Change Order No. 2 in the amount of \$24,978.25. This increased the total contract amount to \$949,655.25.

**Recommendation:** We recommend that the Council City approve Change Order No. 2 to the 2023 Lead Service Line Replacement contract with John Neri Construction Co., Inc., 770 Factory Road, Addison, IL 60101, in the amount of \$24,978.25. Source of funding will be the Water Fund.

**Attachments:**  
 Resolution R-90-24  
 Exhibit A – Change Order No. 2



**CITY OF DES PLAINES**

**RESOLUTION R - 90 - 24**

**A RESOLUTION APPROVING CHANGE ORDER NO. 2 WITH JOHN NERI CONSTRUCTION, INC. FOR ADDITIONAL RESOURCES FOR LEAD SERVICE LINE REPLACEMENTS AND EMERGENCY WATER MAIN REPLACEMENT ON ELMHURST ROAD.**

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

**WHEREAS**, on April 3, 2023, the City Council approved Resolution R-72-23, authorizing the City to enter into a contract ("**Contract**") with John Neri Construction, Inc. ("**Contractor**") for the Lead Service Line Replacement Project ("**Work**"); and

**WHEREAS**, Resolution R-72-23 authorized the expenditure of an amount not to exceed \$500,000 for the performance of the Work; and

**WHEREAS**, on September 18, 2023, the City Council adopted Resolution R-170-23, approving Change Order No. 1 to the Contract to authorize the expenditure of an additional \$424,677 for additional Work under the Contract for the emergency replacement of the Elmhurst Road water main ("**Additional Work**"), which increased the total Contract price to \$924,677; and

**WHEREAS**, due to utility and service line routing conflicts discovered during construction, additional resources and materials were required to complete the projects (collectively, the "**Additional Resources**"); and

**WHEREAS**, the Additional Resources resulted in an increase in the amount of \$24,978.25 to complete the Work and Additional Work; and

**WHEREAS**, the City and the Contractor desire to enter into Change Order No. 2 to the Contract ("**Change Order No. 2**") for the procurement of the Additional Resources in the not-to-exceed amount of \$24,978.25, increasing the total Contract amount to \$949,655.25; and

**WHEREAS**, the City has sufficient funds in the Water Fund to procure the Additional Resources from the Contractor in the not-to-exceed amount of \$24,978.25; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City and the public to waive the competitive bidding requirements set forth in the City Code and that authorizing the Additional Resources under the Contract pursuant to Change Order No. 2 is: (i) necessary to complete the Work and Additional Work; (ii) germane to the Contract in its original form as signed; and (iii) in the best interest of the City and authorized by law;

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

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

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

**SECTION 3: APPROVAL OF CHANGE ORDER NO. 2.** The City Council hereby approves Change Order No. 2 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 4: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 2.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, Change Order No. 2.

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

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

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

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

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

Approved as to form:

ATTEST:

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

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

CITY OF DES PLAINES

CHANGE ORDER

SHEET 1 OF 3

PROJECT NAME: Lead Service Line Replacement Project

CHANGE ORDER NO. 2

LOCATION: Various Locations in the City

CONTRACT NO.

CONTRACTOR: John Neri Construction Co, Inc.

DATE: 4/1/2024

I. A. DESCRIPTION OF CHANGES INVOLVED:

Due to utility and service line routing conflicts discovered during construction, additional resources and material were required to complete the projects.

B. REASON FOR CHANGE:

Utility and Routing Conflicts

C. REVISION IN CONTRACT COST:

Additional \$24,978.25

II. CHANGE ORDER CONDITIONS:

1. Any Work to be performed under this Change Order shall be provided, performed, and completed in full compliance with, and as required by or pursuant to, the Contract, including any Specifications and Contract Drawings for the Work to be performed under this Change Order and for Work of the same type as the Work to be performed under this Change Order, and as specified in the preceding "Description of Changes Involved."
2. Unless otherwise provided herein, all Work included in this Change Order shall be guaranteed and warranted as set forth in, and Contractor shall not be relieved from strict compliance with, the guaranty and warranty provisions of the Contract.
3. All Work included in this Change Order shall be covered under the Bonds and the insurance coverages specified in the Contract. If the Contract Price, including this Change Order, exceeds the Contract Price set forth in the Contract, as signed, by twenty percent (20%), Contractor shall submit to Owner satisfactory evidence of such increased coverage under the Bonds.

III. ADJUSTMENTS IN CONTRACT PRICE:

1.	Original Contract Price	<u>\$500,000.00</u>
2.	Net (addition) (reduction) due to all previous Change Orders Nos. <u>1</u> to <u>1</u>	<u>\$424,677.00</u>
3.	Contract Price, not including this Change Order	<u>\$924,677.00</u>
4.	(Addition) (Reduction) to Contract Price due to this Change Order	<u>\$24,978.25</u>
5.	Contract Price including this Change Order	<u>\$949,655.25</u>

IV. FINDINGS:

Pursuant to the requirements of Section 33E-9 of the Illinois Criminal Code of 1961, the undersigned do hereby find that the Change Order: [check all that are appropriate]

X is necessary due to circumstances that were not foreseeable at the time the Owner entered into the Contract.

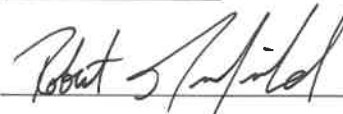
X is germane to the Contract in its original form as signed; and/or

X is in the best interest of the Owner and authorized by law.

RECOMMENDED FOR ACCEPTANCE:

PROJECT MANAGER:


Robert Greenfield

By:  (04/01/24)  
Signature of Authorized Representative Date

ACCEPTED:

CONTRACTOR:

John Neri Construction, Co.

By:  (4-1-2024)  
Signature of Authorized Representative Date

CITY OF DES PLAINES:

By:  (4-1-2024)  
Signature of Authorized Representative Date

#24602136\_v1



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

Date: April 4, 2024  
To: Dorothy Wisniewski, City Manager  
From: Timothy Watkins, Assistant Director of Public Works *TW*  
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering  
Subject: Illinois Certificate of Authority

---

**Issue:** The City is required to have a Certificate of Authority to participate in contracts and joint participation agreements with the State of Illinois, which includes the purchase of road salt.

**Analysis:** At its March 18, 2024, meeting, the City Council adopted Resolution R-75-24 which authorized a Certificate of Authority with the State of Illinois. The City's General Counsel has since worked with State officials to clarify the authority of the designated officials. The certificate allows specific individuals to act on behalf of the City as it pertains to joint participation agreements.

We are recommending that the City Council rescind Resolution R-75-24 and designate the City Manager, the Director of Public Works and Engineering and the Assistant Director of Public Works to be authorized to execute participation agreements on behalf of the City.

The City Council will still be required to approve final contracts and agreements.

**Recommendation:** We recommend the City Council rescind Resolution R-75-24 and approve Resolution R-91-24.

**Attachments:**  
Resolution R-91-24  
Exhibit A - Certificate

**CITY OF DES PLAINES**

**RESOLUTION R - 91 - 24**

**A RESOLUTION RESCINDING RESOLUTION NO. R-75-24 AND AUTHORIZING CERTAIN CITY OFFICERS AND EMPLOYEES TO EXECUTE APPROVED CONTRACTS WITH THE STATE OF ILLINOIS AND DIRECTING THE CITY CLERK TO COMPLETE AND EXECUTE A CERTIFICATE OF AUTHORITY FOR STATE CONTRACTS.**

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

**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**, from time to time the City enters into agreements and contracts with the State of Illinois and its subsidiary agencies for the procurement of work, services, equipment, and supplies necessary to the business and affairs of the City ("***State Contracts***"); and

**WHEREAS**, participating in State Contracts reduces costs to the City, strengthens the City's buying power, increases efficiency, and provides access to vendors and services that the City may not otherwise have access to; and

**WHEREAS**, as a precondition of allowing the City to participate in State Contracts, the State of Illinois requires that the City designate and authorize certain officers or officials to execute State Contracts on behalf of the City; and

**WHEREAS**, the designation and authorization of these officers or officials must be evidenced by a "***Certificate of Authority***" approved by the City Council on a form provided by the State; and

**WHEREAS**, on March 18, 2024, the City Council adopted Resolution No. R-75-24, which authorized the execution and submission of a certificate of authority to the State; and

**WHEREAS**, subsequent to the adoption of Resolution No. R-75-24, the Certificate of Authority was updated to clarify the authority of the designated officials; and

**WHEREAS**, the City Council has determined that it would be in the best interest of the City and its residents to (i) rescind Resolution No. R-75-24; (ii) designate and authorize the City Manager, Director of Public Works and Engineering, and Assistant Director of Public Works to execute State Contracts that have otherwise been approved in accordance with the ordinances and procedures of the City of Des Plaines and the laws of the State of Illinois; and (iii) to authorize the City Clerk to complete the Certificate of Authority to reflect this designation and authorization; and

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

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

**SECTION 2: RESCISSION OF RESOLUTION NO. R-75-24.** Resolution No. R-75-24 is hereby rescinded and of no further force or effect.

**SECTION 3: DESIGNATION AND AUTHORIZATION.** The City Council hereby designates and authorizes City Manager Dorothy Wisniewski, Director of Public Works and Engineering Timothy Oakley, and Assistant Director of Public Works Timothy Watkins to execute State Contracts that have otherwise been approved in accordance with the ordinances and procedures of the City of Des Plaines and the laws of the State of Illinois.

**SECTION 4: CERTIFICATE OF AUTHORITY.** The City Clerk is hereby authorized and directed to complete and execute the Certificate of Authority in substantially the form attached to this Resolution as **Exhibit A** to reflect the designation and authorization set forth in Section 3 of this Resolution.

**SECTION 5: EFFECTIVE DATE.** This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

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

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

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

ATTEST:

Approved as to form:

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

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



**CITY OF DES PLAINES  
CERTIFICATE OF AUTHORITY TO EXECUTE CERTAIN  
CONTRACTS WITH THE STATE OF ILLINOIS**

I, **JESSICA MASTALSKI, HEREBY CERTIFY** that I am duly elected Clerk of the city of Des Plaines, an Illinois home rule municipal corporation (“**Governmental Unit**”). I hereby certify that the attached is a true copy of Resolution No. R-91-24, adopted at a meeting of the City Council of the City of Des Plaines, duly called and held on April 15, 2024 at which a quorum of the members of the City Council were present and voting.

**Voted:** That City Manager Dorothy Wisniewski, Director of Public Works and Engineering Timothy Oakley, and Assistant Director of Public Works Timothy Watkins are duly authorized to enter into contracts, to include joint participation agreements, on behalf of the City of Des Plaines with the State of Illinois and any of its agencies or departments (“**State Contracts**”) which have been otherwise duly approved in accordance with the ordinances and procedures of the City of Des Plaines and the laws of the State of Illinois and further are authorized to execute any documents which may in their judgment be desirable or necessary to affect the purpose of this vote.

**I HEREBY CERTIFY** that said vote has not been amended or repealed and remains in full force and effect as of the State Contract to which this certificate is attached. I further certify that it is understood that the State of Illinois will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the City of Des Plaines. To the extent that there are any limits on the authority of any listed individual to bind the Governmental Unit in contracts with the State of Illinois, all such limitations are expressly stated in Resolution No. R-91-24,

Dated: \_\_\_\_\_, 2024

Attest: \_\_\_\_\_  
City Clerk

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, APRIL 1, 2024**

**CALL TO ORDER**

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 6:30 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, April 1, 2024.

**ROLL CALL**

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Oskerka, Sayad, Walsten, Smith, Charewicz. Absent: Brookman. A quorum was present.

**CLOSED SESSION**

Moved by Walsten, seconded by Oskerka, to convene into Closed Session under the following sections of the Open Meetings Act – Probable or Imminent Litigation, Personnel, Sale of Property, Purchase or Lease of Property, Ongoing or Pending Litigation, and Collective Bargaining.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad,  
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared unanimously carried.

The City Council recessed at 6:32 p.m.

The City Council reconvened at 7:00 p.m.

Roll call indicated the following Alderman present: Lysakowski, Moylan, Oskerka, Sayad, Walsten, Smith, Charewicz. Absent: Brookman. A quorum was present.

Also present were: City Manager Wisniewski, Acting Director of Finance Podbial, Director of Public Works and Engineering Oakley, Director of Community and Economic Development Rogers, Fire Chief Anderson, Police Chief Anderson, and General Counsel Friedman.

**PRAYER AND PLEDGE**

The prayer and the Pledge of Allegiance to the Flag of the United States of America were offered by Alderman Moylan.

**SWEARING-IN CEREMONY**

Mayor Goczkowski administered the Oath of Office to Dorothy Wisniewski swearing her in as City Manager.

City Manager Wisniewski reflected on her time spent working for the City, and gave thanks to her husband, sons, and colleagues. She also stated she looks forward to continue serving the City community.

**PROCLAMATION**

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring the month of April as Earth Month.

Mayor Goczkowski presented the proclamation to representatives from Clean Up-Give Back.

**ALDERMAN ANNOUNCEMENTS**

Alderman Charewicz stated he will be hosting a ward meeting tomorrow at 7:00 p.m. at RecPlex with City Manager Wisniewski as the guest speaker.

City Manager Wisniewski stated that some of the items which be covered during the ward meeting are the current financial position of the City, some upcoming capital projects, and the Oakton corridor project.

Alderman Charewicz also stated next week is National Library Week and the Des Plaines Library will be hosting a celebration on Thursday April 11th from 2:00 p.m. to 4:00 p.m.

Alderman Lysakowski congratulated by City Manager Wisniewski on her new position; stating he is glad to have her.

Alderman Moylan congratulated the new city manager.

Alderman Oskerka welcomed City Manager Wisniewski and wished her good luck in her new adventure. He also mentioned that he hoped that City would consider “No Mow ‘til Mother's Day” relaxing the ordinance on mowing lawns and long length to help bees and other pollinating insects.

Alderman Sayad thanked City Manager Wisniewski for taking the position, stating he is glad that she is sitting in that chair, that he thinks she is doing an excellent job, and that he is very pleased to have her here. He also stated on April 19<sup>th</sup> from 6:00 p.m to 11:30 p.m. at Rivers Casino the Des Plaines Chamber is hosting the Bubbles and Corks gala. He also mentioned on April 27<sup>th</sup> St. Zachary is hosting the Green and Gold gala. Lastly, he thanked the police, fire, and public works departments for doing an excellent job.

Alderman Walsten acknowledged Earth Month, stating he remembers the first Earth Day on April 22, 1970. He stressed how important it is to become more sustainable and try to do our part to save the planet. He mentioned that the theme for Earth Month this year is Planet versus Plastic; he recommended detergent sheets which are plastic free and recyclable packaging. He also stated he would like to reinstate recycling the envelopes the elected officials receive for the meeting packets. He mentioned upcoming Earth Month events - a trash cleanup at Axehead Lake on April 13th from 11:00a.m. to 1:00 p.m., the park district is hosting an event on April 20th of this month, a tree planting on Arbor Day, April 26th at 9:00a.m., and a Sustainable Fest at the Des Plaines Theatre on May 8<sup>th</sup>.

Alderman Smith expressed that she is so thrilled to work with City Manager Wisniewski that the moment she said yes it was like she was getting married; that she was just so happy. She also mentioned that the Des Plaines Community Foundation is still offering five college scholarships \$1,500.00 each, and the deadline is April 11<sup>th</sup>; further information can be found on their website.

Alderman Walsten added that he has the full confidence in the way City Manager Wisniewski will handle this job and that he could not be happier that she is in that seat.

Alderman Charewicz added acknowledgement of Donna Adams for all of her hard work cleaning up Des Plaines.

## **MAYORAL ANNOUNCEMENTS**

Mayor Goczkowski stated State Senator Laura Murphy sent along a Certificate of Recognition for City Manager Wisniewski, which he read and gave to her. Secondly, he stated there are City commissions that have open positions; he encouraged individuals who are interested to apply online

## **MANAGER'S REPORT**

City Manager Wisniewski stated Agnes Podbial will be the Acting Director of Finance during the current transition.

**GENERAL COUNSEL REPORT**

General Counsel Friedman congratulated City Manager Wisniewski, and stated he is looking forward to working with her.

**CONSENT AGENDA**

Moved by Sayad, seconded by Oskerka, to Establish the Consent Agenda.

Upon voice vote, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Moved by Smith, seconded by Lysakowski, to Approve the Consent Agenda.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Minutes were approved; Ordinance M-5-24 was adopted; Resolutions R-76-24, R-77-24, R-78-24, R-79-24, R-80-24 were adopted.

**APPROVE PURCH/ COMP HW/ DELL  
Consent Agenda**

Moved by Smith, seconded by Lysakowski, to Approve Resolution R-76-24, A RESOLUTION APPROVING THE PURCHASE OF COMPUTER HARDWARE FROM DELL. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-76-24**

**AUTH TO 3/ PHOTO & MAP SVCS/ AYRES  
Consent Agenda**

Moved by Smith, seconded by Lysakowski, to Approve Resolution R-77-24, A RESOLUTION APPROVING TASK ORDER NO. 3 WITH AYRES ASSOCIATES, INC. FOR AERIAL PHOTOGRAPHY AND PLANIMETRIC MAPPING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-77-24**

**APPROVE IGA/ MPPD  
Consent Agenda**

Moved by Smith, seconded by Lysakowski, to Approve Resolution R-78-24 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MOUNT PROSPECT PARK DISTRICT FOR USE OF ROSEMARY S. ARGUS FRIENDSHIP PARK FOR A SEPTEMBER 17, 2024 FOOD TRUCK EVENT. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-78-24**

**APPROVE AGRMT/ TOWING/ SCHIMKA  
Consent Agenda**

Moved by Smith, seconded by Lysakowski, to Approve Resolution R-79-24, A RESOLUTION APPROVING AN AGREEMENT WITH SCHIMKA AUTO WRECKERS, INC. FOR POLICE TOWING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-79-24**

**APPROVE AGRMT/ TOWING/ TRI-R  
Consent Agenda**

Moved by Smith, seconded by Lysakowski, to Approve Resolution R-80-24, A RESOLUTION APPROVING AN AGREEMENT WITH TRI-R SERVICE FOR POLICE TOWING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-80-24**

**SECOND READING/  
ORDINANCE  
M-5-24  
Consent Agenda**

Advanced to second reading by Smith, seconded by Lysakowski, to Adopt the Ordinance M-5-24, AN ORDINANCE AMENDING THE CITY CODE REGARDING WATER SYSTEM REGULATIONS. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE  
MINUTES  
Consent Agenda**

Moved by Smith, seconded by Lysakowski, to Approve the Minutes of the City Council meeting of March 18, 2024, as published. Motion declared carried as approved unanimously under Consent Agenda.

**UNFINISHED  
BUSINESS**

**CONSIDER AUTH  
THE ACQ THRU  
CONDEMNATION OF  
FEE SIMPLE TITLE  
TO THE PROP AT  
1504 MINER ST  
Ordinance  
M-3-23**

The City Council has provided direction to move forward with the acquisition of the Property located at 1504 Miner Street. Since that direction was given, the City has been attempting to engage the owner of the Subject Property in negotiations with the goal of reaching a mutual agreement on a price at which the owner would be willing to sell the Subject Property to the City and at which the City would be willing to purchase the Property from the owner.

The City intends to make a best and final offer in an effort to acquire the Subject Property at a fair price in a voluntary transaction. The ordinance authorizes the acquisition of the Property through eminent domain proceedings if that offer is rejected.

Advanced to second reading by Moylan, seconded by Sayad, to Adopt the Ordinance M-3-23, AN ORDINANCE AUTHORIZING THE ACQUISITION THROUGH CONDEMNATION OF FEE SIMPLE TITLE TO THE PROPERTY LOCATED AT 1504 MINER STREET.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad,  
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

**NEW BUSINESS**

**FINANCE & ADMINISTRATION** – Alderman Sayad, Chair

**WARRANT  
REGISTER  
Resolution  
R-81-24**

Alderman Sayad presented the Warrant Register.

Alderman Sayad stated as of February 29, 2024, there is \$26,664,921.00 in the general fund.

Moved by Sayad, seconded by Oskerka, to Approve the Warrant Register of April 1, 2024, in the Amount of \$2,872,090.46 and Approve Resolution R-81-24.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad,  
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

**COMMUNITY DEVELOPMENT** – Alderman Moylan, Chair

**CONSIDER**  
**APPROVING A FINAL**  
**PUD PLAT & FINAL**  
**PLAT OF SUBDIV**  
**FOR 180 N. EAST**  
**RIVER RD**  
**Ordinance**  
**Z-5-24**

Director of Community & Economic Development Rogers reviewed a memorandum dated March 21, 2024.

Petitioner MAS Land Investments, LLC, owner of the subject property, intends to annex land to the City of Des Plaines and build a townhouse development. The subject property is located in unincorporated Cook County along N. East River Road and is comprised of one 40,245-square-foot (0.92-acre) parcel.

The subject property was improved with a one-story, 1,665-square-foot residence, a 1,194-square-foot detached garage (including two additions), two frame sheds approximately 82 and 90 square feet in size, and a combination of concrete and gravel driveway and parking areas. However, these improvements have since been demolished.

The proposal includes the removal of all existing site improvements to redevelop the subject property into a 16-unit PUD similar to the Insignia Glen PUD located south of the subject property at 172 N. East River Road, which is already incorporated within Des Plaines.

The proposed development consists of four separate three-story principal buildings—each with four units. The anticipated unit mix will be predominately two-bedrooms, but the floor plan is adaptable to create a third bedroom; the developer has not finalized the unit mix. Each unit will have an attached two-car garage on the lower level, living space with a balcony on the middle level, and bedrooms on the top level.

The proposal intends to mirror the general building and driveway design of the existing Insignia Glen development, built via PUD in the early 2000s, and will utilize the same private drive for access to East River Road via an existing access easement that was granted and recorded via the early 2000s PUD. For this reason, the existing gravel curb cut onto the subject property will be removed and replaced with turf and landscaping areas. New walkways are proposed along the private drive (south property line)—with walkway connections to each unit—and along N. East River Road (east property line) of the subject property for pedestrian access throughout the site and connections to the existing Insignia Glen PUD. The development also proposes common green spaces for residences opposite the driveway entrances where separate front door, porch area, and walkway connections are provided.

Interspersed throughout the proposed development is a landscaped common plaza of approximately 20,986 square feet with plantings, walkways, and open green space. There is no proposed stormwater detention area on Insignia Glen 2, but one private improvement is the addition of 12-inch storm sewer to connect with the existing detention area located on Insignia Glen 1 development at 172 N. East River Road. Eight visitor spaces are interspersed through the development, which in addition to the 32 outdoor and 32 indoor spaces for each of the 16 units would amount to a full total of 72 spaces, exceeding the minimum requirement.

The petitioner's final proposal reflects the site design of the preliminary plans, including the exception requests acknowledged in Ordinance Z-26-23, which granted preliminary approval. These exceptions are pursuant to Section 12-3-5 and would grant relief from the bulk regulations of the R-3 district:

- Minimum lot area: Eight units are proposed with a lot area of 1,040 square feet, and eight units are proposed at 1,248 square feet. The proposed lot area for each unit includes only the livable space inside the building and a small landscaped front yard. All other areas in the development (e.g. open space, private drives, stormwater basin) are allocated not to dwelling units but instead to the development overall. The

minimum lot area per dwelling unit requirement pursuant to Section 12-7-2.J is 2,800 square feet.

- Minimum rear yard: Pursuant to Section 12-7-2.J, a minimum 30-foot-rear-yard-setback is required for buildings in the R-3 district that exceed 35 feet in height. However, the westernmost building is proposed to be setback 22 feet from the rear property line requiring a PUD exception.
- Building Design Standards: Pursuant to Section 12-3-11, attached single-family residential (i.e., townhouses) shall be constructed with 100 percent face brick, natural stone, or anchored or adhered masonry veneer on all street facing and side elevations with at least two complimentary colors or materials and a minimum of eight feet from the top of foundation on all remaining elevations.. However, the elevations do include non-masonry materials (i.e., siding) on street facing elevations.

The petitioner submitted a Final Landscape Plan that appears to conform with the requirements of Chapter 12-10. For example, building foundation landscaping is installed at the bases of the buildings, shade trees are interspersed throughout common areas and open space, and at lot lines where required— particularly at the north and west lot lines where the development abuts a single-family neighborhood—plantings are shown such that when they are mature, they should, in concert with the proposed fencing, provide ample screening.

The subject property currently has direct access to N. East River Road (public street). However, based on the design of the proposed development this access point will be removed and sole access to the subject property will be via the existing private road located at 172 N. East River Road; cross-access agreement is effective. A portion of the subject property currently extends to the centerline of N. East River Road. As such, the proposal includes a dedication of the eastern 4,186-square-foot portion of the property to be utilized for street purposes.

The petitioner has submitted a construction schedule as required by Section 12-3-5.H. In summary, the developer intends to construct the proposed development starting with complete sitework of the entire property and then installing each of the four buildings from east to west, starting with the building that would front N. East River Road

The proposal includes a subdivision of the subject property from one, 43,476- square-foot lot to 17 lots of record, including a separate lot for each of the 16 units (Lots 1-16) and one lot (Lot 17) for the common area of the PUD. The petitioner received PZB approval of the Tentative Plat to subdivide the existing lot into 17 lots. Now the petitioner is requesting a Final Plat of Subdivision, titled Insignia Glen 2 Subdivision, for 17 lots as detailed in the Final Plat of Subdivision.

The subdivision plat shows the location, boundaries, and size of each lot, which vary from 1,040 to 1,248 square feet in size for the townhouse lots and equates to 20,986 square feet for the single common space lot proposed, totaling 39,290 square feet (0.90-acres). The remaining 4,186 square feet account for the portion of the property that extends into the N. East River Road right-of-way, which is proposed to be dedicated to Cook County as part of this request.

The Insignia Glen 2 Subdivision shows the following easements and building lines: (i) a new 25-foot front building setback line along North East River Road where the proposed subdivision abuts the street; (ii) a new 10-foot side building setback line along the north and south of the proposed subdivision; (iii) a new 22-foot rear building setback line along the west boundary of the proposed subdivision; (iv) a 2.5-foot cross access easement located on 172 N. East River Road but serves the subject property; and (v) a blanket easement for ingress, egress, public and private utilities, and drainage for Lot 17. The subdivision plat also

shows the proposed dedication of the eastern 40-foot-long by 104-foot-wide portion of the subject property.

The Subdivision Regulations allows the City to require various right-of-way (ROW) improvements based on criteria such as traffic and effect on adjacent properties. Certain underground infrastructure is required to be installed to the standards required by Public Works and Engineering (PWE). Under Section 13-3-1, the developer is required to: (i) grind and resurface the entire width of the private drive; (ii) add new five-foot-wide sidewalk along N. East River Road for the entire frontage of the proposed development with depressed curbs at the private road entrance; (iii) add a new storm sewer connection and extend the sanitary sewer structure along N. East River Road for the entire frontage of the proposed development; and add a fire hydrant and light pole along the north property line at the end of both proposed private roads. The developer has provided PWE with an estimated cost of both private and public improvements totaling \$379,308, an amount for which PWE has approved as noted in the PWE Approval Letter.

The PZB split their determination into separate motions: (i) voting 5-0 to recommend that City Council approve the Final PUD with the three requested PUD exceptions and staff recommended conditions; and (ii) voting 5-0 to recommend that City Council approve the Final Plat of Subdivision.

If the City Council decides to approve these requests, staff and the PZB recommend the following conditions:

1. All proposed improvements and modifications shall be in full compliance with all applicable codes and ordinances. Drawings may have to be modified to comply with current codes and ordinances.
2. Improvements to the private drive for driveway curb cuts and on-street parking shall comply with the cross-access easement recorded with the approved PUD for the Insignia Glen development immediately to the south.
3. All governing documents for the construction and ongoing operation of the proposed development including but not limited to any development/annexation agreements, covenants, conditions, and restrictions, or any operating reciprocal easement agreements must be submitted to and approved by the City's General Counsel prior to the recording of the Final Plat of PUD or Final Plat of Subdivision.
4. All land use and permitting approvals shall not become effective until the City finalizes approval of annexation of the subject property.

The attorney for the petitioner spoke on their behalf.

A resident expressed her concern regarding increased traffic with the development of the units.

Moved by Lysakowski, seconded by Sayad, to Approve First Reading of Ordinance Z-5-24, AN ORDINANCE APPROVING A FINAL PLANNED UNIT DEVELOPMENT PLAT AND FINAL PLAT OF SUBDIVISION FOR 180 N. EAST RIVER ROAD, DES PLAINES, ILLINOIS. (Case #24-008-FPUD-FPLAT).

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad,  
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.



Advanced to second reading by Lysakowski, seconded by Sayad, to Adopt the Ordinance Z-5-24, AN ORDINANCE APPROVING A FINAL PLANNED UNIT DEVELOPMENT PLAT AND FINAL PLAT OF SUBDIVISION FOR 180 N. EAST RIVER ROAD, DES PLAINES, ILLINOIS. (Case #24-008-FPUD-FPLAT).

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad,  
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

**CONSIDER**  
**APPROVING A**  
**ZONING MAP AMD &**  
**MAJ VAR FOR 1958**  
**ILLINOIS ST TO**  
**ALLOW A THIRD**  
**DWELLING UNIT**  
**Ordinance**  
**Z-6-24**

Director of Community & Economic Development Rogers reviewed a memorandum dated March 14, 2024.

The property is currently occupied by a two-story building with a basement and a two car, detached garage with a hard surface parking area adjacent to the garage. The property is permitted to have two dwelling units. The petitioner is requesting a zoning map amendment from R-1, Single-Family Residential to R-3, Townhouse Residential. Variations for parking and reducing lot area are necessary zoning relief to allow for the use of this property as a three-unit, or “three-flat,” residential building.

Uses Within the Petitioner’s Response to Standards, they state the intent of the requests is to “permit the legal use of the property” with the three dwelling units. Section 12-5-5 allows “lawfully existing nonconforming uses” to persist as long as otherwise lawful; i.e. if the property was permitted as a three-flat per prior zoning rules or relief, it would be permitted to continue to operate as such. However, for this property to have been considered a “legal non-conforming use” the use must have previously been allowed by the Zoning Ordinance in effect when the use was established.

The zoning for this property was two-family residential when it was constructed between 1969 and 1971, meaning only two dwelling units were permitted to exist. As discussed in the Property/Zoning History section of this report, identical zoning map amendment and variation requests to permit three dwelling units were denied by the Zoning Board of Appeals in 1973 and 1983. Since 1983, there is no documentation demonstrating the three-unit use was established legally, so the use as a three-flat would be considered an illegal non-conforming use. Therefore, the zoning map amendment and variations are necessary to allow for the intended use of this building for three separate dwelling units

Any non-conforming use is subject to Section 12-5-5 of the Zoning Ordinance, which limits nonconforming uses (i.e., a two flat within in a single-family residential zoning district) from having any improvements completed unless they can be considered ordinary repair and maintenance. The property, if used for two dwelling units, would lose its legal non-conforming status if the owner structurally altered the building or enlarged it in any way. Simply, if an addition is added to the building at any point in the future or structural changes needed to occur to remedy any defects, the entire building would no longer be able to have two dwelling units, and instead would need to be de-converted to meet standards of a single-family residence. Granting this zoning relief would eliminate this legal non-conforming status and allow the property to have three dwelling units without the limitations of Section 12-5-5.

It is important to note that no building permits are on record for the conversion of the basement into a “garden unit.” Unless a previous building permit is provided demonstrating this conversion was performed with City approval, the unit will be required to be updated to meet International Building Code (IBC) requirements and pass a building inspection prior to the issuance of a rental license of the garden unit.

The purpose of a zoning map amendment is to determine whether an existing zoning district is suitable for a location and, if not, which zoning district would be more suitable, given the context of the neighborhood, city goals, and local, state, and national development trends. The Amenities and Services Map demonstrates the proximity of the property to amenities within a “walkable” distance, which is approximately a half mile, or an 8–15-minute walk for the average person.

Although a specific project can be considered alongside any zoning application, zoning change deliberation often looks at a property at a larger scale within the neighborhood and city. A Site Plan Review, as required by Section 12-3-2, was performed for this property.

The R-1, Single-Family Residential district limits the number of dwellings to one unit per parcel. To allow for more than one residence on this property, the property would need to have the zoning changed to a higher density zoning, like R-3, Townhouse Residential.

Multiple family residences are defined as, “residential building(s) containing three or more dwelling units.” Therefore, if re-zoned to R-3, where multiple family dwellings are allowed but single-family dwellings are not allowed, the property would not be able to de-convert any of the three units and continue to be a permitted use in this zoning district. In other words, choosing to rezone the property represents a commitment that the building will be used for three units.

The off-street parking requirement for a multiple-family building (any residential building with three or more dwelling units) in the R-3 district is two parking spaces per dwelling unit. Per the Petitioner’s Narrative, three off-street parking spaces are provided via the garage. Six off-street parking spaces would be required, so a major variation is requested to provide relief from this requirement. On-street parking is available on the east side of Illinois Street, on the opposite side of the street from the property; however, within the Zoning Ordinance, only off-street parking can count towards fulfilling the parking requirement. On-street parking cannot be reserved for specific properties.

The 1960 Zoning Ordinance in effect during the construction of these buildings also required two off-street spaces per dwelling unit. Historic aerials indicate the three-car garage or a similarly sized structure and the parking pad adjacent to the property has existed since the property was developed in 1971, for a total of four off-street parking spaces on the property. Adding one dwelling unit would require two additional parking spaces, per the zoning ordinance. A variation is requested to allow the existing four spaces to satisfy parking requirements.

The zoning district of a property determines the required minimum lot area. Particularly when expressed as a “per unit” ratio, this rule is intended to control density. For the R-1 zoning district, one dwelling unit is allowed on a property and the lot must be a minimum of 6,875 sq. ft. For the R-3 zoning district, multiple units are allowed, but 2,800 square feet must be provided per dwelling unit. To calculate whether it meets this requirement, the total lot area is divided by the number of dwelling units. A variation is necessary if the property is re-zoned to R-3, but a variation is not required for the existing non-conforming use.

The PZB voted 4-1 to recommend approval of the map amendment and major variations.

Should the City Council vote to approve the variation request, the following condition is recommended. This condition is incorporated in the approving ordinance:

1. Prior to issuance of rental license, property owner must provide either evidence of previous permits converting the basement unit to meet building code requirements or pass a City building inspection demonstrating sufficient compliance with applicable International Building Code for a new unit of this type.

Moved by Walsten, seconded by Sayad, to Approve First Reading of Ordinance Z-6-24, AN ORDINANCE APPROVING A ZONING MAP AMENDMENT AND MAJOR VARIATIONS FOR 1958 ILLINOIS ST., DES PLAINES, ILLINOIS TO ALLOW A THIRD DWELLING UNIT.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Advanced to second reading by Walsten, seconded by Sayad, to Adopt the Ordinance Z-6-24, AN ORDINANCE APPROVING A ZONING MAP AMENDMENT AND MAJOR VARIATIONS FOR 1958 ILLINOIS ST., DES PLAINES, ILLINOIS TO ALLOW A THIRD DWELLING UNIT.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

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

Alderman Charewicz acknowledged Michael Bartholomew in the audience and thanked him for his years of service.

Alderman Sayad mentioned that in the third or fourth week of May he will be hosting a ward meeting. He also mentioned the numerous political signs which have not been taken down.

Alderman Walsten stated he will be having a ward meeting on May 23rd at 7:00 p.m. at Arndt Park.

**ADJOURNMENT**

Moved by Sayad, seconded by Lysakowski, to adjourn the meeting. Upon voice vote, motion declared carried. The meeting adjourned at 7:46 p.m.

\_\_\_\_\_  
Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
Andrew Goczkowski, MAYOR



MEMORANDUM

**Date:** April 9, 2024  
**To:** Aldermen of the City Council  
**From:** Mayor Andrew Goczkowski AG..  
**Subject:** Appointments/Reappointments

**Appointments**

**Expires**

Library Board of Trustees  
Robert Flinn

7/17/2026

**Re-Appointments**

Board of Fire & Police Commissioners  
D. Michael Albrecht

4/30/2027

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**From:** Andrew Goczkowski  
**Sent:** Tuesday, April 9, 2024 10:36 AM  
**To:** Dorothy Wisniewski  
**Subject:** Fwd: Consideration for Library Board  
**Attachments:** Robert Flinn resume.pdf

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**From:** Robert Flinn  
**Sent:** Tuesday, February 20, 2024 6:20 PM  
**To:** Andrew Goczkowski  
**Subject:** Consideration for Library Board

Dear Mayor Goczkowski,

I hope this message finds you well. I am writing to express my sincere interest in serving on the Des Plaines Public Library Board. As a resident who deeply values community involvement, I am eager to contribute to the continued success and growth of our award-winning library.

My partner and I chose to relocate to Des Plaines for its strong sense of community, and the library has played a pivotal role in fostering that connection. Personally, I have found the library to be an invaluable resource. Whether it's utilizing the study rooms for remote work, using the computers for printing and daily tasks, or exploring the vast collection of materials, I am constantly reminded of the vital role the library plays in our community.

I firmly believe that the library should be a welcoming space for all members of our community, providing access to resources and opportunities for personal growth and enrichment, and if selected as a board member, this will be one of my guiding principles.

I have attached my resume for your review. Thank you for considering my application. I am eager to contribute my time and energy to ensure that the Des Plaines Public Library continues to thrive as a cornerstone of our city.

Sincerely,  
Robert Flinn



## Contact



## Education

B.A. Political Science  
Western Illinois University  
December 2011

## Community involvement

- Bike and Walk Des Plaines
- Seeking additional opportunities

# Robert Flinn

## Experience

### M3 Marketing, LLC

August 2021 - present

#### Partner

- Co-founded M3 Marketing, LLC, delivering marketing and communication services.
- Utilized marketing channels such as email, social media, and print advertising to amplify messaging and reach target audiences effectively.
- Managed end-to-end marketing campaigns, including planning, execution, and performance tracking.

### Contract lobbyist

November 2019 - present

- Advocated for client interests.
- Conducted in-depth policy analysis to identify potential impacts.
- Served as liaison between client and local elected officials.

### TELUS Health

May 2019 - present

#### Marketing specialist

- Created campaigns and materials that helped people around the world access mental health services.
- Spearheaded collaborative efforts between marketing, sales, and product development teams to launch and improve product marketing initiatives.
- Created compelling messaging and positioning for products, tailored to various customer segments.
- Analyzed key performance indicators (KPIs) and marketing metrics to measure the effectiveness of marketing initiatives and optimize strategies for continuous improvement.

**From:** [Andrew Goczkowski](#)  
**To:** [Dorothy Wisniewski](#)  
**Subject:** Fwd: Board of Police and Fire Commission  
**Date:** Tuesday, April 9, 2024 10:36:04 AM

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**From:** dmialb@ .net  
**Sent:** Tuesday, April 9, 2024 10:30 AM  
**To:** Andrew Goczkowski  
**Cc:** Dorothy Wisniewski  
**Subject:** Board of Police and Fire Commission

Mr Mayor, my term for the Board of Police and Fire Commission expires on April 30, 2024. I would greatly appreciate your consideration for reappointment to the Board. Thank you for consideration in this manner.

Sent from my iPhone



**FINANCE DEPARTMENT**

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

**MEMORANDUM**

Date: April 3, 2024  
To: Dorothy Wisniewski, City Manager *AP*  
From: Agnes Podbial, Acting Director of Finance  
Subject: Resolution R-88-24, April 15, 2024, Warrant Register

**Recommendation:** I recommend that the City Council approve the April 15, 2024, Warrant Register Resolution R-88-24.

Warrant Register.....\$3,318,877.12

**Estimated General Fund Balance**  
Balance as of 02/29/2024: \$26,664,921  
*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-88-24**

**Be it resolved by the City Council of the City of Des Plaines that the following bills are due and payable and that the Mayor and City Clerk be and are hereby authorized to make payment for same.**

**April 15, 2024**

# City of Des Plaines

## Warrant Register 04/15/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 100 - General Fund</b>						
1	1880	Due from Component Unit	2071 Lauterbach & Amen, LLP	88579	Prep of the Actuarial Report for FY 2023-GASB 74/75-Library	690.00
2	2478	DUI Fines	1518 Intoximeters Inc	756084	Dry Gas Canister for Intoximeter	177.75
<b>Elected Office</b>						
<b>Division: 110 - Legislative</b>						
3	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	385.79
<b>Total 110 - Legislative</b>					<b>385.79</b>	
<b>Division: 120 - City Clerk</b>						
4	5325	Training	8523 Mastalski, Jessica	Reimb 01/10/2024	Reimb City Clerk-NNWCC Municipal Clerks Meeting 01/10/2024	30.00
5	5325	Training	8523 Mastalski, Jessica	Reimb 1/26/2024	Reimb City Clerk-MCI Winter Seminar Elgin IL 01/26/2024	75.00
6	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	42.31
7	6100	Publication of Notices	1050 Journal & Topics Newspapers	191873	Legal Notice - NWC Emergency Water Supply 02/14/2024	103.46
8	6100	Publication of Notices	1050 Journal & Topics Newspapers	191981	Legal Notice - Fire Hydrant Purchase 03/06/2024	94.05
9	6100	Publication of Notices	1050 Journal & Topics Newspapers	192022	Legal Notice - Sewer Lining Project 03/13/2024	84.65
10	6100	Publication of Notices	1069 Paddock Publications Inc	279530	Legal Notice - Nuisance and Property Maintenance 02/07/2024	49.95
11	6120	Recording Fees	7336 Cook County Clerk	29002292024	Recording Fee for Three Ordinances 02/09/2024	501.00
12	7500	Postage & Parcel	1041 Federal Express	8-422-30714	Shipping Charge to Elrod Friedman 02/21/2024	8.52
<b>Total 120 - City Clerk</b>					<b>988.94</b>	
<b>Total 10 - Elected Office</b>					<b>1,374.73</b>	
<b>City Administration</b>						
<b>Division: 210 - City Manager</b>						
13	6005	Legal Fees	8897 Emry Murdoch LLC	11488	1374-1384 Oakton Avenue Eminent Domain Matter Feb 2024	1,876.00
14	6005	Legal Fees	8897 Emry Murdoch LLC	11489	281-299 River Road Eminent Domain Matter Feb 2024	2,713.50
15	6005	Legal Fees	8133 Elrod Friedman LLP	16576	2-24 Non-Retainer Matters	672.00
16	6005	Legal Fees	8133 Elrod Friedman LLP	16577	2-24 Non-Retainer Matters	224.00
17	6005	Legal Fees	8133 Elrod Friedman LLP	16581	2-24 Non-Retainer Matters	3,424.00
18	6005	Legal Fees	8133 Elrod Friedman LLP	16585	2-24 Non-Retainer Matters	113.00
19	6005	Legal Fees	8133 Elrod Friedman LLP	FEB 2024 RET	February 2024 Retainer	19,500.00
20	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	03-24	Legal Fees - March 2024	900.00
21	6009	Legal Fees - Admin Hearings/Prosecutions	8958 Robbins DiMonte Ltd	262632	Legal Services - February 2024	3,698.00
22	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	42.31
23	6110	Printing Services	1233 Press Tech Inc	52501	1 Box of Business Cards 03/21/2024	30.00
24	7000	Office Supplies	1644 Warehouse Direct Inc	5690400-0	Post-It Flags and Copy Paper	55.29
<b>Total 210 - City Manager</b>					<b>33,248.10</b>	

# City of Des Plaines

## Warrant Register 04/15/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Division: 230 - Information Technology</b>						
25	6000	Professional Services	5934 Tyler Technologies Inc	045-458576	1 Hour Conference Call Regarding Bank Changes 02-22-2024	195.00
26	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	297.29
27	6140	Leases	5109 Konica Minolta Premier Finance	5029087782	Konica Minolta Lease 04/01/2024 - 04/30/2024	8,109.66
28	6300	R&M Software	5934 Tyler Technologies Inc	045-446261	Time & Attendance Maintenance 01/01/2024 - 12/31/2024	12,346.06
29	7320	Equipment < \$5,000	1026 CDW LLC	QB92311	43 Yubico NFC Keys	2,497.44
<b>Total 230 - Information Technology</b>					<b>23,445.45</b>	

<b>Division: 240 - Media Services</b>						
30	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	247.56
31	6535	Subsidy - Youth Commission	5849 IYQ Entertainment	00051124	Youth Commission Magician for Community Fun Fair 5/11/24	500.00
32	7200	Other Supplies	2016 Signarama	44500	Name Plate for City Manager and IT Department	166.00
33	7200	Other Supplies	2016 Signarama	44526	Name Tag for Information Tech Director	18.00
34	8010	Furniture & Fixtures	5196 Henricksen & Company Inc	762337	2nd Fl. Studio Set Furniture	3,228.49
<b>Total 240 - Media Services</b>					<b>4,160.05</b>	

<b>Division: 250 - Human Resources</b>						
35	5340	Pre-Employment Testing	1320 IL State Police	20240201755	Fingerprint Background Check Services - Feb 2024	113.00
36	5345	Post-Employment Testing	7857 Language Testing International Inc	L81839-IN	1 Language Test Spanish,1 Employee 03/13/2024	124.00
37	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	89.62
<b>Total 250 - Human Resources</b>					<b>326.62</b>	

<b>Total 20 - City Administration</b>					<b>61,180.22</b>
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<b>Department: 30 - Finance</b>						
38	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	144.30
39	6110	Printing Services	2016 Signarama	44501	Name Plate for Payroll Accounting Analyst 03/14/2024	47.00
40	6110	Printing Services	1233 Press Tech Inc	52460	5K Real Estate Transfer Stamps 03/21/2024	758.00
41	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8006468651	On-Site Purge Shredding Service 02/27/2024	2,373.85
<b>Total 30 - Finance</b>					<b>3,323.15</b>	

Community Development						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
42	6000	Professional Services	3337 HR Green Inc	171216	December 2023 Plan Review Services	2,043.83
43	6000	Professional Services	6315 B&F Construction Code Services Inc	64119	Plan Review 3/14/2024 Project #1130380	521.25
44	6000	Professional Services	6315 B&F Construction Code Services Inc	64187	Plan Review 3/22/2024 Project #1130454	1,070.00
45	6000	Professional Services	6315 B&F Construction Code Services Inc	64195	Plan Review 3/25/2024 Project #1130279	100.00

# City of Des Plaines

## Warrant Register 04/15/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
46	6005	Legal Fees	8133 Elrod Friedman LLP	16584	2-24 Non-Retainer Matters	7,827.50
47	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	711.18
48	7000	Office Supplies	1644 Warehouse Direct Inc	5692305-0	Certificate Paper, Seal Stickers, Mouse Pad, Manila Folders	46.99
49	7200	Other Supplies	1644 Warehouse Direct Inc	5692305-0	Certificate Paper, Seal Stickers, Mouse Pad, Manila Folders	4.31
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>12,325.06</b>	

<b>Division: 420 - Planning &amp; Zoning</b>						
50	6005	Legal Fees	8133 Elrod Friedman LLP	16568	2-24 Non-Retainer Matters	192.00
51	6005	Legal Fees	8133 Elrod Friedman LLP	16585A	2-24 Non-Retainer Matters	29.97
52	6005	Legal Fees	8133 Elrod Friedman LLP	16587	2-24 Non-Retainer Matters	2,912.00
53	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	78.32
54	6100	Publication of Notices	1050 Journal & Topics Newspapers	191673	Legal Notice 1/3/2024 for PZB Mtg 1/23/2024	156.74
55	6100	Publication of Notices	1050 Journal & Topics Newspapers	191755	Legal Notice 1/24/2024 for 2/13/24 PZB Mtg	112.86
<b>Total 420 - Planning &amp; Zoning</b>					<b>3,481.89</b>	

<b>Division: 430 - Economic Development</b>						
56	6601	Incentive - Business Assistance	5478 Don's Dock	BAP-1220 NW Hwy	Business Assistance Don's Dock 3/27/2024	3,009.60
57	7000	Office Supplies	1644 Warehouse Direct Inc	5689821-0	Copy Paper, Divider Tabs, and Dish Soap	187.31
58	7200	Other Supplies	1644 Warehouse Direct Inc	5689821-0	Copy Paper, Divider Tabs, and Dish Soap	18.02
<b>Total 430 - Economic Development</b>					<b>3,214.93</b>	

<b>Total 40 - Community Development</b>					<b>19,021.88</b>
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<b>Public Works &amp; Engineering</b>						
<b>Division: 100 - Administration</b>						
59	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	80.04
<b>Total 100 - Administration</b>					<b>80.04</b>	

<b>Division: 510 - Engineering</b>						
60	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	167.94
<b>Total 510 - Engineering</b>					<b>167.94</b>	

<b>Division: 530 - Street Maintenance</b>						
61	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	284.04
62	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	133171	3.00 Loads Dump Broken Asphalt - 03/18/2024	390.00
63	6115	Licensing/Titles	6019 Stiava, Andrew R	Reimb 03/04/2024	CDL Reimbursement - Street Crew Leader Exp 03/19/2028	30.00
64	6195	Miscellaneous Contractual Services	1367 Meade Inc	708042	Emergency Vehicle Pre-Emption - 03/19/2024	2,188.00
65	6195	Miscellaneous Contractual Services	1367 Meade Inc	708043	Vehicle Pre-Emption Repairs - 03/19/2024	426.00
66	7020	Supplies - Safety	1550 Addison Building Material Co	102963	Marking Paint	81.98

# City of Des Plaines

## Warrant Register 04/15/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
67	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	7611612	Flashlight	49.97
68	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	5474	Returned Toggle Switch	(5.39)
69	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20558039	4 Cycle Fuel for Asphalt Saw	104.99
70	7050	Supplies - Streetscape	4177 Uline Inc	175894413	Trash Liners & Waste Containers	500.73
71	7050	Supplies - Streetscape	1057 Menard Incorporated	31707	Concrete Mix, Pail, & Trowel - Metra Train Station	11.14
72	7050	Supplies - Streetscape	8244 Des Plaines Ace Hardware	5518	Mulch	16.17
73	7050	Supplies - Streetscape	1047 Home Depot Credit Svcs	9021755	Sleeve Anchors	16.02
74	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	133125	9.82 Tons Asphalt - 03/1/2024	1,620.30
75	7055	Supplies - Street R&M	5986 Midwest Paving Equipment Inc	2750	Asphalt Prep Material	1,180.00
76	7055	Supplies - Street R&M	9030 S&S Signs and Safety Equipment Inc	82220-E	30 Tripod Stands	2,000.90
77	7055	Supplies - Street R&M	1043 WW Grainger Inc	9049257885	10 Streetlight Bulbs	158.32
78	7055	Supplies - Street R&M	1043 WW Grainger Inc	9052944338	4 Streetlight Bulbs	64.32
79	7055	Supplies - Street R&M	1043 WW Grainger Inc	9053518354	2 Streetlight Bulbs	49.16
80	7300	Uniforms	2067 Cutler Workwear	PS-INV032288	2 Pairs of Safety Boots - Street Operators	377.90
81	7300	Uniforms	2067 Cutler Workwear	PS-INV032551	18 Pairs Jeans - Quartermaster Uniforms	404.83
82	7320	Equipment < \$5,000	1520 Russo Power Equipment	PCM20021034	Credit for Chainsaw Parts	(4.99)
<b>Total 530 - Street Maintenance</b>					<b>9,944.39</b>	

**Division: 535 - Facilities & Grounds Maintenance**

83	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	205.76
84	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	31758	Custodial Services - 7 Buildings - April 2024, R-156-22	8,240.00
85	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4186213529	Mat Service - Metra Train Station - 03/13/2024	39.51
86	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4186932168	Mat Service - Police Station - 03/20/2024	143.21
87	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4186932188	Mat Service - Metra Train Station - 03/20/2024	39.51
88	6315	R&M Buildings & Structures	1025 Bedco Inc	099580	CH & PD Preventative Maint During Construction 02/08-02/09/2024	1,343.76
89	6315	R&M Buildings & Structures	1025 Bedco Inc	099580	CH & PD Preventative Maint During Construction 02/08-02/09/2024	895.84
90	6315	R&M Buildings & Structures	1025 Bedco Inc	099656	HVAC Filter Change - City Hall - 03/20/2024	1,259.60
91	6315	R&M Buildings & Structures	7146 JOS Services Inc	12028	Ejector Pit Troubleshooting - City Hall - 03/19/2024	500.00
92	6315	R&M Buildings & Structures	7599 JF Ahern Company	641772	Exhaust Hood Inspection - Theater - 03/01/2024	580.00
93	6315	R&M Buildings & Structures	7599 JF Ahern Company	641773	Exhaust Hood Inspection - Fire Station #61 - 03/01/2024	580.00
94	6315	R&M Buildings & Structures	8772 Helm Service	CHI195774	HVAC Service - Food Pantry -02/23 & 02/26/2024, R-14-24	2,194.73

# City of Des Plaines

## Warrant Register 04/15/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
95	6315	R&M Buildings & Structures	8772 Helm Service	CHI195882	HVAC Service Call - Metra Train Station - 03/05/2024, R-14-24	819.00
96	6315	R&M Buildings & Structures	8049 Cross Points Sales Inc	P 81818	Fire Alarm Service - PW - 03/25/2024	175.00
97	7025	Supplies - Custodial	1057 Menard Incorporated	31492	Gloves & Roof Cement	24.98
98	7025	Supplies - Custodial	1057 Menard Incorporated	31836	Air Fryer Cleaner - PW	11.98
99	7025	Supplies - Custodial	1029 Cintas Corporation	4186213576	Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	196.29
100	7025	Supplies - Custodial	1029 Cintas Corporation	4186932282	Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	221.10
101	7025	Supplies - Custodial	8244 Des Plaines Ace Hardware	5483	Swiffer Duster Refills	11.69
102	7025	Supplies - Custodial	1047 Home Depot Credit Svcs	9074826	Bleach & Aerators	21.72
103	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	31492	Gloves & Roof Cement	12.79
104	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	5468	Wire Nuts	7.19
105	7030	Supplies - Tools & Hardware	2313 City Electric Supply Company (CES)	DEP/069063	Vehicle Charger & Impact Flip Socket	138.99
106	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2525077	Bracket, Markers, & Blades - City Hall Media	19.07
107	7045	Supplies - Building R&M	1057 Menard Incorporated	30503	Light Bulbs & Screws - City Hall	82.55
108	7045	Supplies - Building R&M	1057 Menard Incorporated	30508	Heavy Duty Plug - Fire Station #61	12.99
109	7045	Supplies - Building R&M	1057 Menard Incorporated	30635	Spray Paint, Primer, Scraper, Wire Brush, Lacquer, Etc. - Library	100.78
110	7045	Supplies - Building R&M	1057 Menard Incorporated	31446	PVC Cement & Primer - PW	31.86
111	7045	Supplies - Building R&M	1057 Menard Incorporated	31458	Bottled Water & PVC Braces - PW	15.10
112	7045	Supplies - Building R&M	1057 Menard Incorporated	31493	Struts, Clevis Hangers, Clamp, Nuts, Etc. - PW	137.25
113	7045	Supplies - Building R&M	1057 Menard Incorporated	31495	2 Beam Clamps - PW	13.68
114	7045	Supplies - Building R&M	1057 Menard Incorporated	31501	Hex Bolts, Brace, Bolts, Nuts, Etc. - PW	64.25
115	7045	Supplies - Building R&M	1057 Menard Incorporated	31534	Light Bulbs - Fire Station #63	119.94
116	7045	Supplies - Building R&M	1057 Menard Incorporated	31540	Light Bulbs - Fire Station #63	50.28
117	7045	Supplies - Building R&M	1057 Menard Incorporated	31543	Lag Screws - PW	15.99
118	7045	Supplies - Building R&M	1057 Menard Incorporated	31547	Returned Supplies - PW	(22.40)
119	7045	Supplies - Building R&M	1057 Menard Incorporated	31548	Fluorescent Light Bulbs - Fire Station #62	39.96
120	7045	Supplies - Building R&M	1057 Menard Incorporated	31550	Mending Braces & Hex Bolts - PW	16.14
121	7045	Supplies - Building R&M	1057 Menard Incorporated	31581	PVC Trim, Sealant, Garage Door Stop - PW	370.23
122	7045	Supplies - Building R&M	1057 Menard Incorporated	31585	Lattice Screws - PW	7.47

# City of Des Plaines

## Warrant Register 04/15/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
123	7045	Supplies - Building R&M	1057 Menard Incorporated	31713	Adhesive - Metra Train Station	21.97
124	7045	Supplies - Building R&M	1057 Menard Incorporated	31753	Foam Straw, Brush, Hydraulic Cement - City Hall Media	33.97
125	7045	Supplies - Building R&M	1057 Menard Incorporated	31843	Plumber's Grease - City Hall Basement	2.44
126	7045	Supplies - Building R&M	1057 Menard Incorporated	31920	Cord Reel, Security Flood Light, Conduit, Etc. - PW Garage	421.43
127	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4441614	Wood, Shims, & Screws - PW	72.24
128	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	5492	3 LED Bulbs - Fire Station #63	48.57
129	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	5530	Batteries - PW	11.69
130	7045	Supplies - Building R&M	2411 Reinke Gypsum Supply Co Inc	61042131	Canceled Revel Beads - City Hall Media	27.50
131	7045	Supplies - Building R&M	1043 WW Grainger Inc	9057332562	4 Light Bulbs - Fire Station #62	64.32
132	7045	Supplies - Building R&M	1237 Pro-Line Door Systems Inc	97253	Garage Door - PW	1,993.00
133	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/069088	Receptacle & Thermostat Wire - City Hall	14.86
134	7140	Electricity	1033 ComEd	0824348000-03/24	Electricity Service 02/05-03/11/2024	25.39
135	7140	Electricity	1033 ComEd	1119445000-03/24	Electricity Service 02/05-03/11/2024	25.39
136	7140	Electricity	1033 ComEd	1685345000-03/24	Electricity Service 02/05-03/11/2024	25.39
137	7140	Electricity	1033 ComEd	3011245000-03/24	Electricity Service 02/05-03/11/2024	143.06
138	7140	Electricity	1033 ComEd	3107035000-03/24	Electricity Service 02/05-03/11/2024	1,105.34
139	7140	Electricity	1033 ComEd	3329105000-03/24	Electricity Service 02/05-03/11/2024	27.46
140	7140	Electricity	1033 ComEd	3508735000-03/24	Electricity Service 02/05-03/11/2024	59.92
141	7140	Electricity	1033 ComEd	3983754111-02/24	Electricity Service 01/16-02/20/2024	12,366.95
142	7140	Electricity	1033 ComEd	4441545000-03/24	Electricity Service 02/05-03/11/2024	39.93
143	7140	Electricity	1033 ComEd	4572894000-03/24	Electricity Service 02/05-03/11/2024	654.14
144	7140	Electricity	1033 ComEd	5423445000-03/24	Electricity Service 02/05-03/11/2024	1,181.03
145	7140	Electricity	1033 ComEd	5469245000-03/24	Electricity Service 02/05-03/11/2024	594.89
146	7140	Electricity	1033 ComEd	5481145000-03/24	Electricity Service 02/05-03/11/2024	25.39
147	7140	Electricity	1033 ComEd	6037992222-03/24	Electricity Service 02/05-03/11/2024	98.53
148	7140	Electricity	1033 ComEd	6162935000-03/24	Electricity Service 02/05-03/11/2024	53.45
149	7140	Electricity	1033 ComEd	6675145000-03/24	Electricity Service 02/05-03/11/2024	25.39
150	7140	Electricity	1033 ComEd	7212912000-03/24	Electricity Service 02/05-03/11/2024	232.88

# City of Des Plaines

## Warrant Register 04/15/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
151	7140	Electricity	1033 ComEd	7701345000-03/24	Electricity Service 02/05-03/11/2024	51.98
152	7140	Electricity	1033 ComEd	9377735000-03/24	Electricity Service 02/05-03/11/2024	25.39
153	7140	Electricity	1033 ComEd	9855725000-03/24	Electricity Service 02/05-03/11/2024	103.86
154	7145	Water/Sewer	1031 Des Plaines, City of	71110082-302/24	Utility Service - 1460 Miner - 01/31-02/29/2024	199.71
155	7200	Other Supplies	1057 Menard Incorporated	31458	Bottled Water & PVC Braces - PW	16.80
156	7200	Other Supplies	1057 Menard Incorporated	31828	7 Cases Bottled Water & Seal - City Hall	28.28
157	7320	Equipment < \$5,000	1057 Menard Incorporated	31922	Shelving - City Hall	339.98
158	7320	Equipment < \$5,000	1057 Menard Incorporated	31926	Returned Shelves - City Hall	(339.98)
159	7320	Equipment < \$5,000	1057 Menard Incorporated	31927	Shelving - City Hall	268.00
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>38,828.33</b>	

### Division: 540 - Vehicle Maintenance

160	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	134.25
161	6135	Rentals	1029 Cintas Corporation	4186293639	Mechanic's Uniform Rental - 03/13/2024	236.74
162	6310	R&M Vehicles	8938 James Drive Safety Lane LLC	1406	Safety Lane Inspection - PW Trucks - February 2024	287.00
163	6310	R&M Vehicles	3157 Nemeth Glass of Illinois Inc	182788	Windshield Install - Fire 7607 - 03/21/2024	275.00
164	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	21450	Wheel Alignment 03/14/2024 - Police 6102	130.00
165	6310	R&M Vehicles	1675 Universal Hydraulic Services & Sales Inc	47322	Rebuilt Hydraulic Ram 03/13/2024 - PW Stock	945.00
166	6310	R&M Vehicles	6598 Cummins Inc	F2-45514	Vehicle Repair - Fire 7707 - 03/14/2024	7,102.38
167	7035	Supplies - Equipment R&M	1071 Pomp's Tire Service Inc	280158982	Trailer Tires - PW 5124, PW Stock, Police 6017	653.72
168	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	888934	2 Filters - PW 5134	55.89
169	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	889359	Trailer Jack - Police 6017	87.88
170	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	889392	Core Deposit Returned - Police 6017	(49.39)
171	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	889501	Spark Plug - Police 6901	1.86
172	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	889524	Battery & Core Deposit - Police 6017	107.99
173	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	889714	2 Batteries & Core Deposits - PW 5027	328.64
174	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	889872	Core Deposits - PW 5027	(54.00)
175	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	889874	Heat Shrink Tubing	8.25
176	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	889995	Filters - PW 5005	161.60
177	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	890224	Grease & Oil - PW Stock	519.84



# City of Des Plaines

## Warrant Register 04/15/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
178	7035	Supplies - Equipment R&M	1103 Casey Equipment Co	P10040	Toggle Switch - PW 5007	60.46
179	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_389127	Grommets & Universal Joint - Fire 7602	547.08
180	7040	Supplies - Vehicle R&M	1535 Wipeco Inc	0133308-IN	Disposable Rags	341.20
181	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0427841	Brake Pads, Rotors, Wiper Blades - Police Stock	1,213.08
182	7040	Supplies - Vehicle R&M	8812 Certified Power Inc	11374874	Joystick Controls - PW 5099 & PW Stock	1,612.75
183	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3036601907	Fuel Level Sender - PW 5083	235.00
184	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	395499	Tarp Frame Mount, Taps, Arm - PW 5089	395.53
185	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	565560P	Manifold, Spacer, Screw, Gaskets - Fire 7401	175.42
186	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	569357P	Bolts & Gaskets - Police 6038	53.26
187	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	569381P	Tube Assembly, Gaskets, & Nuts - Police 6038	436.52
188	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	569534P	Bolts - Police 6071	22.14
189	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	569559P	Shock Absorber, Converter, Sensors, Etc. - Police 6095, 6102	1,150.92
190	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	569586P	3 Fuel Caps - PW 5101 & PW Stock	75.93
191	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	569772P	TPMS Sensors - PW 5101	133.80
192	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	569809P	Solenoid - Police 6088	76.80
193	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	569856P	Coolant Hose Assembly - Police 6084	66.66
194	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	883382	Core Deposits Returned - Police	(36.00)
195	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	888786	Core Deposits Returned - PW Stock	(153.00)
196	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	888972	Panel Filter - PW 5109	89.36
197	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	889129	Filters - PW Stock	165.15
198	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	889242	Lug Nuts - Fire 7512	47.46
199	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	889570	Core Deposit Returned - Police 6017	(18.00)
200	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	889673	6 Batteries & Core Deposits - Fire Stock, Fire 7609	1,013.52
201	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	889690	Adhesive - Fire 7602	23.93
202	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	889754	Core Deposits Returned - Fire Stock, Fire 7609	(144.00)
203	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	889843	Diesel Exhaust Fluid - PW Stock	179.80
204	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	890016	10 Bulbs - Police Stock	14.10
205	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	890029	Oil Drain Plug - Police 6110	3.76

# City of Des Plaines

## Warrant Register 04/15/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
206	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	890033	Air Filter - Fire 7607	111.12
207	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	890094	Brake Caliper Kit - Police 6110	20.99
208	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	890280	Belt Idler Pulley & Belt Tensioner - Police 6928	190.30
209	7040	Supplies - Vehicle R&M	1043 WW Grainger Inc	9057332554	Fuses - Police 6075	6.04
210	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P27485	Windshield - Fire 7607	1,259.88
211	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P27559	DEF Hose - Fire 7607	201.47
212	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101151070:02	Steering Knuckle - PW 5089	47.53
213	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101152637:01	Starter - PW 5089	302.99
214	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101153074:01	DEF Tank & Header Assembly - PW 5091	1,094.58
215	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101153473:01	Inner Door Handle - PW 5112	14.04
216	7120	Gasoline	1014 Al Warren Oil Company Inc	W1636441	4,726 Gals Unleaded Gasoline - 03/07/2024, R-189-23	11,562.86
217	7130	Diesel	1014 Al Warren Oil Company Inc	W1636442	2,308 Gals Bio Diesel Fuel - 03/07/2024, R-189-23	6,111.62
<b>Total 540 - Vehicle Maintenance</b>					<b>39,638.70</b>	

<b>Total 50 - Public Works &amp; Engineering</b>	<b>88,659.40</b>
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Police Department						
Division: 100 - Administration						
218	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	110.83
<b>Total 100 - Administration</b>					<b>110.83</b>	

Division: 610 - Uniformed Patrol						
219	5325	Training	1261 North East Multiregional Training Inc	348337	Reid Technique Interview 2/27-2/29/2024 (2 Ofc)	800.00
220	5325	Training	9054 Blue to Gold LLC	BTG-SI-22400	Crim Invest, Interview, Report Writing 4/9-4/11/2024 (1 Ofc)	495.00
221	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	2,175.89
222	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	73.41
223	6110	Printing Services	1233 Press Tech Inc	52498	1 Box of Business Cards 3/21/2024	30.00
224	7300	Uniforms	1489 JG Uniforms Inc	128466	Replacement Vest Cover for CSO	213.50
225	7300	Uniforms	1244 Ray O'Herron Company Inc	2330923	Uniforms for New Officer	1,611.25
226	7300	Uniforms	1244 Ray O'Herron Company Inc	2331784	5 Star Hat for New Officer	63.34
227	7300	Uniforms	1244 Ray O'Herron Company Inc	2332664	Uniforms for New Officer	113.29
228	7300	Uniforms	1244 Ray O'Herron Company Inc	2332935	Uniforms for New Officer	58.99
<b>Total 610 - Uniformed Patrol</b>					<b>5,634.67</b>	

# City of Des Plaines

## Warrant Register 04/15/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Division: 620 - Criminal Investigation</b>						
229	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	1,014.23
230	7320	Equipment < \$5,000	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	887.44
<b>Total 620 - Criminal Investigation</b>					<b>1,901.67</b>	

<b>Division: 630 - Support Services</b>						
231	6015	Communication Services	8484 PTS Communications Inc	2119588	3 Public Pay Phones Monthly Fee 4/1-4/30/2024	225.00
232	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	506.12
233	6110	Printing Services	1142 Copyset Printing Company	63571	300 C & P Ticket Books 2/29/2024	2,499.00
234	6110	Printing Services	1142 Copyset Printing Company	63745	250 Pads of Overtime Slips 03/25/2024	761.00
235	6185	Animal Control	1266 Northwest Animal Hospital PC	00481574	Stray Animal Impoundment January 2024 (3)	2,378.81
236	6185	Animal Control	1266 Northwest Animal Hospital PC	00481575	Stray Animal Impoundment February 2024 (7)	1,983.31
237	7000	Office Supplies	1644 Warehouse Direct Inc	5692280-0	Paper, Correction Tape	430.20
238	7200	Other Supplies	1580 Mighty Mites Awards Inc	185973	Retirement Plaque (1 Det) 8/30/2023	357.80
239	7320	Equipment < \$5,000	3014 Motorola Solutions Inc	8281849516	10 Headsets, 10 PSM Antenna	1,235.50
240	7320	Equipment < \$5,000	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	443.72
241	7550	Miscellaneous Expenses	1361 Major Case Assistance Team	3/22/2024	2024 MCAT Awards Banquet (10 Attendees)	400.00
242	8000	Computer Software	6695 Finalcover LLC	CS1602115	2024 Video Redaction Software - Supv & Analysts/Online Training	5,572.00
243	8000	Computer Software	8226 TargetSolutions Learning, LLC	INV91847	Target Solutions Training Mgmt Software Dues 4/1/2024-3/31/2025	9,036.00
<b>Total 630 - Support Services</b>					<b>25,828.46</b>	

<b>Total 60 - Police Department</b>					<b>33,475.63</b>
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<b>Fire Department</b>						
<b>Division: 100 - Administration</b>						
244	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	345.88
245	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	36.01
246	7300	Uniforms	3212 On Time Embroidery Inc	120705	8 Shirts, 4 Polos - Deputy Chief	307.00
<b>Total 100 - Administration</b>					<b>688.89</b>	

<b>Division: 710 - Emergency Services</b>						
247	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	42.31
248	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	77.61
249	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	995.75
250	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	828.23

# City of Des Plaines

## Warrant Register 04/15/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
251	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-24-04 R-141-13 Monthly Dispatch Service - April 2024	68,947.00
252	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	STARCOM4-24 R-141-13 Monthly Dispatch Service Starcom - April 2024	437.00
253	6305	R&M Equipment	1118 Chicago Communications LLC	351018 Service Fire Vehicle Radio & Microphone Eng 61 - 2/28/24	1,041.92
254	7000	Office Supplies	1644 Warehouse Direct Inc	5690550-0 1 Pack of Dry Erase Markers, 1 Stapler, 1 Pk of Notepads, Etc.	168.52
255	7025	Supplies - Custodial	1043 WW Grainger Inc	9053645389 4 Cases Toilet Paper	361.24
256	7025	Supplies - Custodial	1043 WW Grainger Inc	9060730703 1 Case Cleaner, 3 Cases Paper Towels, 1 Container Detergent, Etc.	408.57
257	7200	Other Supplies	1046 Hinckley Spring Water Co	22728338 031424 25 - 24 Packs of Water for Fire Vehicles	232.85
258	7200	Other Supplies	3297 Bound Tree Medical LLC	85278803 2 Bolster Mattresses	1,439.98
259	7300	Uniforms	3212 On Time Embroidery Inc	119580 1 Shorts- Lieutenant	72.00
260	7300	Uniforms	3212 On Time Embroidery Inc	120620 1 Shorts- Paramedic	72.00
261	7300	Uniforms	3212 On Time Embroidery Inc	121458 3 Shorts - Paramedic	168.00
262	7300	Uniforms	3212 On Time Embroidery Inc	121461 1 Belt, 1 Pants, 1 Shorts - Lieutenant	181.00
263	7300	Uniforms	3212 On Time Embroidery Inc	121503 2 Station Pants - Paramedic	142.00
264	7300	Uniforms	3212 On Time Embroidery Inc	121659 2 Shorts - Paramedic	144.00
265	7300	Uniforms	3212 On Time Embroidery Inc	121660 2 Shorts - Engineer	144.00
266	7300	Uniforms	3212 On Time Embroidery Inc	121661 2 Station Pants - Engineer	142.00
267	7300	Uniforms	3212 On Time Embroidery Inc	121945 Dress Coat, Oxford, 2 Cap Badges, Etc. - Paramedic	591.00
268	7300	Uniforms	3212 On Time Embroidery Inc	122201 1 Belt - Engineer	31.00
269	7320	Equipment < \$5,000	1148 WS Darley & Co	17524070 3 Piraya Saw Blades	571.00
<b>Total 710 - Emergency Services</b>					<b>77,238.98</b>

<b>Division: 720 - Fire Prevention</b>					
270	6015	Communication Services	1552 Verizon Wireless	9959087207 Communication Services 02/14-03/13/2024	245.06
<b>Total 720 - Fire Prevention</b>					<b>245.06</b>

<b>Division: 730 - Emergency Management Agency</b>					
271	6015	Communication Services	1552 Verizon Wireless	9959087207 Communication Services 02/14-03/13/2024	93.26
<b>Total 730 - Emergency Management Agency</b>					<b>93.26</b>

<b>Total 70 - Fire Department</b>					<b>78,266.19</b>
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<b>Department: 75 - Fire &amp; Police Commission</b>					
272	5340	Pre-Employment Testing	1320 IL State Police	20240201755 Fingerprint Background Check Services - Feb 2024	395.50

# City of Des Plaines

## Warrant Register 04/15/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
273	6100	Publication of Notices	3399 Blue Line, The	46233	Entry Level PD Recruitment Listing 3/20-4/24/2024	447.00
<b>Total 75 - Fire &amp; Police Commission</b>					<b>842.50</b>	

<b>Department: 90 - Overhead</b>						
274	6025	Administrative Services	1005 A/R Concepts Inc	CDP101 Apr 2022	Collection Services April 2022 - Parking Tickets	620.39
275	6025	Administrative Services	1005 A/R Concepts Inc	CDP101 Jan 2022	Collection Services Jan 2022 - Parking Tickets	105.03
276	6025	Administrative Services	1005 A/R Concepts Inc	CDP101 Mar 2022	Collection Services March 2022 - Parking Tickets	37.81
<b>Total 90 - Overhead</b>					<b>763.23</b>	

<b>Total 100 - General Fund</b>					<b>287,774.68</b>
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<b>Fund: 230 - Motor Fuel Tax Fund</b>						
277	7140	Electricity	1033 ComEd	0178722000-03/24	Electricity Service 02/02-03/09/2024	443.93
278	7140	Electricity	1033 ComEd	0234022000-03/24	Electricity Service 02/02-03/09/2024	478.89
279	7140	Electricity	1033 ComEd	0723323111-03/24	Electricity Service 02/05-03/11/2024	63.52
280	7140	Electricity	1033 ComEd	0732352000-03/24	Electricity Service 02/05-03/11/2024	1,138.97
281	7140	Electricity	1033 ComEd	1630326000-03/24	Electricity Service 02/05-03/11/2024	127.27
282	7140	Electricity	1033 ComEd	2881862000-02/24	Electricity Service 01/22-02/23/2024	17,661.81
283	7140	Electricity	1033 ComEd	5291872222-03/24	Electricity Service 02/05-03/11/2024	495.97
284	7140	Electricity	1033 ComEd	5314957000-03/24	Electricity Service 02/06-03/12/2024	29.33
285	7140	Electricity	1033 ComEd	6535402111-03/24	Electricity Service 02/05-03/11/2024	54.06
286	7140	Electricity	1033 ComEd	6663583000-03/24	Electricity Service 02/05-03/11/2024	220.74
287	7140	Electricity	1033 ComEd	8603942222-03/24	Electricity Service 02/06-03/09/2024	4,126.17
288	7140	Electricity	1033 ComEd	8648133333-03/24	Electricity Service 02/05-03/11/2024	423.25
289	7140	Electricity	1033 ComEd	9340744000-03/24	Electricity Service 02/05-03/11/2024	434.93
290	7140	Electricity	1033 ComEd	9710731222-03/24	Electricity Service 02/08-03/14/2024	97.51
<b>Total 230 - Motor Fuel Tax Fund</b>					<b>25,796.35</b>	

<b>Fund: 250 - Grant Projects Fund</b>						
<b>Program: 2520 - Capital Grants</b>						
291	6000	Professional Services	9036 Asirus LLC	20240220180106-6	Hazard Mitigation Program - 1820 E Algonquin Appraisal 03/21/24	400.00
292	6005	Legal Fees	8133 Elrod Friedman LLP	16564	2-24 Non-Retainer IEMA & FEMA Review Phase 5	1,036.00
<b>Total 2520 - Capital Grants</b>					<b>1,436.00</b>	

<b>Total 250 - Grant Projects Fund</b>					<b>1,436.00</b>
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# City of Des Plaines

## Warrant Register 04/15/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 260 - Asset Seizure Fund</b>						
<b>Program: 2640 - Forfeit</b>						
293	6195	Miscellaneous Contractual Services	6150 Partners & Paws Veterinary Services LLC	132758	K9 Jager Exam and Medication 3/21/2024	349.07
<b>Total 2640 - Forfeit</b>					<b>349.07</b>	

<b>Total 260 - Asset Seizure Fund</b>					<b>349.07</b>
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<b>Fund: 400 - Capital Projects Fund</b>						
294	6000	Professional Services	1123 Christopher B Burke Engineering LTD	0E4U312-10	R-51-23 - Oakton St Sidepath Construction Eng 01/01-02/24/24	8,367.53
295	6000	Professional Services	1123 Christopher B Burke Engineering LTD	190795	R-96-23 TO #3 - Craig Manor Drainage Eng Svcs 1/28-2/24/2024	6,890.00
296	6000	Professional Services	8492 TranSystems Corporation	4423219-18	R-171-21 Ph 1 Eng Srv-Algonquin Rd Grade Sep 01/20/24 -03/15/24	38,888.27
297	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	247.17
<b>Total 400 - Capital Projects Fund</b>					<b>54,392.97</b>	

<b>Fund: 420 - IT Replacement Fund</b>						
298	8005	Computer Hardware	1035 Dell Marketing LP	10739447715	Dell Laptop for Payroll Accounting Analyst	1,698.92
299	8005	Computer Hardware	1026 CDW LLC	PV21011	2 Palo Alto Firewalls PA-1420 R-28-24	28,480.66
<b>Total 420 - IT Replacement Fund</b>					<b>30,179.58</b>	

<b>Fund: 430 - Facilities Replacement Fund</b>						
300	6000	Professional Services	3338 Gabriel Environmental Services	0124A0002	Asbestos Inspection - 1488-1490 Miner - 12/13/2023	3,060.00
301	6000	Professional Services	7661 FGM Architects Inc	20-2890.02-12	TO#4 CH/PD Construction Admin - 01/27-02/27/2024, R-49-23	12,925.00
302	6000	Professional Services	7661 FGM Architects Inc	20-2890.03-7	TO#3 PD Add Furniture Design - 01/27-02/23/2024, R-214-22	2,257.00
303	6000	Professional Services	7661 FGM Architects Inc	24-3948.01-1	TO#8 Library Roof Eng Services - 01/27-02/23/2024R-218-23	15,000.00
304	6315	R&M Buildings & Structures	8826 Chem-Wise Pest Management	1221952	Pest Control - Leela Building - 02/12/2024	50.00
305	6315	R&M Buildings & Structures	8772 Helm Service	CHI195185	HVAC No Heat Service Call - Leela Building - 01/28/2024	2,362.07
306	8100	Improvements	7713 Camosy Incorporated	PDAddition P#12	CH/PD Link & PD Add & Reno - 03/01-03/31/2024, R-55-23	512,995.00
<b>Total 430 - Facilities Replacement Fund</b>					<b>548,649.07</b>	

<b>Fund: 500 - Water/Sewer Fund</b>						
<b>Non Departmental</b>						
<b>Division: 510 - Engineering</b>						
307	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	42.31
<b>Total 510 - Engineering</b>					<b>42.31</b>	

<b>Division: 550 - Water Systems</b>						
308	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	860.51
309	6110	Printing Services	1233 Press Tech Inc	52490	5,000 #10 Envelopes - Lead Lines - 03/12/2024	632.00
310	6110	Printing Services	1233 Press Tech Inc	52491	5,000 #9 Envelopes - Lead Lines - 03/12/2024	632.00

# City of Des Plaines

## Warrant Register 04/15/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
311	6195	Miscellaneous Contractual Services	5995 Wunderlich-Malec Services Inc	24292	Service Call - Central PS - 02/26/2024	786.90
312	6310	R&M Vehicles	1643 Golf Mill Ford	904207	Screen Replace & Tire Sensor - PW 9050 - 03/14/2024	1,092.05
313	6335	R&M Water Distribution System	5772 Berger Excavating Contractors Inc	DPL_WM-048	TO#1 Emergency Repairs - Susan Dr - 12/23/2023, R-223-23	10,737.50
314	6335	R&M Water Distribution System	5772 Berger Excavating Contractors Inc	DPL_WM_046	TO#2 Watermain Break Repairs - Dulles/Wilkins - 10/16/2023	4,710.00
315	6335	R&M Water Distribution System	5772 Berger Excavating Contractors Inc	DPL_WM_047	TO#4 Water Main Repairs-Various Locations - 12/02/2023, R-35-24	14,050.00
316	7030	Supplies - Tools & Hardware	4640 Albany Steel & Brass Corporation	158949	Impact Tool & Sawzall Bare Tool	849.00
317	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	889298	Starter & Core - PW 9040	206.95
318	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20551564	Fuel Tank Joint - Water Stock	19.97
319	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W19009	Bucket Teeth & Lock Pins - PW 9018	305.12
320	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W19010	Latch Pin Assembly - PW 9037	936.38
321	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W19081	Lubrication Fittings - PW 9018	285.80
322	7040	Supplies - Vehicle R&M	1535 Wipeco Inc	0133308-IN	Disposable Rags	341.20
323	7045	Supplies - Building R&M	1057 Menard Incorporated	31716	Connecters, Couplers, Gang Boxes, Conduit, Etc. - Maple St	141.42
324	7045	Supplies - Building R&M	1057 Menard Incorporated	31823	Gang Boxes, Connectors, Offset Nipple - Maple	37.43
325	7045	Supplies - Building R&M	1057 Menard Incorporated	31918	Outdoor Security Lights & Gasket - Maple	162.06
326	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6075228	Photocell Repair - Maple	9.97
327	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9620893	Photocell Repair - Maple	68.29
328	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/069137	Conduit - Maple Water Plant	69.16
329	7070	Supplies - Water System Maintenance	3530 Mid-American Water	268369W	Megalug Packs	1,856.00
330	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	30490A	Patch Cement, Repair Mortar, Brush, Paint Rollers - Maple	34.45
331	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	30507	2 Packs Screws - Maple	29.98
332	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	30882	Returned Screws - Maple	(10.98)
333	7070	Supplies - Water System Maintenance	1072 Prairie Material	891340599	1.0 Cu Yds Concrete - Repairs - 12/14/2023	191.25
334	7070	Supplies - Water System Maintenance	1072 Prairie Material	891423696	1.5 Cu Yds Concrete - Repairs - 03/20/2024	316.88
335	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U559370	Hymax Couplings	1,729.02
336	7120	Gasoline	1014 Al Warren Oil Company Inc	W1636441	4,726 Gals Unleaded Gasoline - 03/07/2024, R-189-23	1,485.39
337	7130	Diesel	1014 Al Warren Oil Company Inc	W1636442	2,308 Gals Bio Diesel Fuel - 03/07/2024, R-189-23	558.49
338	7140	Electricity	1033 ComEd	0133057000-03/24	Electricity Service 02/05-03/11/2024	326.70



# City of Des Plaines

## Warrant Register 04/15/2024

Line #	Account		Vendor	Invoice	Invoice Description	Amount
339	7140	Electricity	1033 ComEd	1839544000-02/24	Electricity Service 01/16-02/20/2024	10,501.84
340	7140	Electricity	1033 ComEd	2357736000-03/24	Electricity Service 02/02-03/09/2024	4,996.86
341	7140	Electricity	1033 ComEd	6267352000-03/24	Electricity Service 02/01-03/08/2024	758.86
342	7140	Electricity	1033 ComEd	8117433111-03/24	Electricity Service 02/01-03/08/2024	79.05
343	7140	Electricity	1033 ComEd	8216981222-03/24	Electricity Service 02/05-03/11/2024	163.78
344	7140	Electricity	1033 ComEd	9933185000-03/24	Electricity Service 02/01-03/08/2024	25.68
<b>Total 550 - Water Systems</b>						<b>59,976.96</b>

<b>Division: 560 - Sewer Systems</b>						
345	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	795.00
346	6195	Miscellaneous Contractual Services	6463 Manhard Consulting Ltd	90321	TO#3 Storm Water Quality Test & Analysis - 10/01/2023-02/01/2024	5,599.50
347	6505	Subsidy - Sewer Lateral Program	9056 Malapanes, Thomas	SLP24-003a	Sanitary Sewer Rebate 2/8/2024	1,770.00
348	6505	Subsidy - Sewer Lateral Program	9055 Malapanes, Dan	SLP24-003b	Sanitary Sewer Rebate 2/8/2024	1,770.00
349	6505	Subsidy - Sewer Lateral Program	9057 Cullotta, Maria Rosa	SLP24-005	Sanitary Sewer Rebate 3/22/2024	2,600.00
350	6510	Subsidy - Flood Assistance	9058 Angelov, Dimitar Stefanov	FRP24-001	Flood Rebate 2/8/2024	2,000.00
351	7040	Supplies - Vehicle R&M	1535 Wipeco Inc	0133308-IN	Disposable Rags	170.60
352	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	889050	Air Filter - PW 8045	124.25
353	7040	Supplies - Vehicle R&M	1043 WW Grainger Inc	9047723599	Nylon Tubing & Unions - PW 9045	80.16
354	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	31760	Concrete Repair & Concrete Crack Sealer - O'Hare Lakes	13.77
355	7120	Gasoline	1014 Al Warren Oil Company Inc	W1636441	4,726 Gals Unleaded Gasoline - 03/07/2024, R-189-23	579.17
356	7130	Diesel	1014 Al Warren Oil Company Inc	W1636442	2,308 Gals Bio Diesel Fuel - 03/07/2024, R-189-23	1,065.14
357	7140	Electricity	1033 ComEd	1350600111-03/24	Electricity Service 02/06-03/11/2024	2,387.33
358	7140	Electricity	1033 ComEd	1672756000-03/24	Electricity Service 02/05-03/11/2024	65.93
359	7140	Electricity	1033 ComEd	2898592111-03/24	Electricity Service 01/25-03/01/2024	1,000.35
360	7140	Electricity	1033 ComEd	3203161222-03/24	Electricity Service 02/06-03/12/2024	88.28
361	7140	Electricity	1033 ComEd	4194141222-03/24	Electricity Service 02/01-03/08/2024	72.57
362	7140	Electricity	1033 ComEd	4306353111-03/24	Electricity Service 02/05-03/11/2024	83.36
363	7140	Electricity	1033 ComEd	4411397000-03/24	Electricity Service 02/06-03/12/2024	25.54
364	7140	Electricity	1033 ComEd	6189685000-03/24	Electricity Service 02/01-03/08/2024	117.08
365	7140	Electricity	1033 ComEd	6401366000-03/24	Electricity Service 02/01-03/08/2024	205.62



# City of Des Plaines

## Warrant Register 04/15/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
366	7140	Electricity	1033 ComEd	6795805000-03/24	Electricity Service 02/07-03/12/2024	230.00
367	7140	Electricity	1033 ComEd	7817006000-03/24	Electricity Service 02/05-03/11/2024	35.87
368	7140	Electricity	1033 ComEd	8079533000-03/24	Electricity Service 02/05-03/11/2024	104.78
369	7140	Electricity	1033 ComEd	8303763000-03/24	Electricity Service 02/01-03/08/2024	114.05
370	7140	Electricity	1033 ComEd	91662423111-03/2	Electricity Service 02/02-03/09/2024	38.54
371	7140	Electricity	1033 ComEd	9416515000-03/24	Electricity Service 02/02-03/09/2024	30.81
372	7320	Equipment < \$5,000	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	887.44
<b>Total 560 - Sewer Systems</b>					<b>22,055.14</b>	

<b>Division: 570 - Equipment Replacement</b>						
373	8015	Equipment	9009 Brown Equipment Company	INV25247	Sewer Jetting Easement Machine - 03/01/2024, R-241-23	94,985.59
<b>Total 570 - Equipment Replacement</b>					<b>94,985.59</b>	

<b>Division: 580 - CIP - Water/Sewer</b>						
374	8100	Improvements	1328 John Neri Construction Co., Inc	120423-A	Service Line Replace - 12/04/2023 R-72-23 & R-170-23	810.03
<b>Total 580 - CIP - Water/Sewer</b>					<b>810.03</b>	

<b>Division: 590 - Water Facilities</b>						
375	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9759	TO#35 Antenna Mast - Lake Opeka - 09/30-10/07/2023, R-174-21	2,866.00
<b>Total 590 - Water Facilities</b>					<b>2,866.00</b>	

<b>Total 00 - Non Departmental</b>					<b>180,736.03</b>
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<b>Department: 30 - Finance</b>						
376	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	65.97
377	6025	Administrative Services	7615 Sebis Direct Inc	88425	Utility Bill Rendering Services-Drop Dates 03/18 & 03/21/2024	1,681.13
<b>Total 30 - Finance</b>					<b>1,747.10</b>	

<b>Total 500 - Water/Sewer Fund</b>					<b>182,483.13</b>
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<b>Fund: 510 - City Owned Parking Fund</b>						
378	6320	R&M Parking Lots	8049 Cross Points Sales Inc	P 81789	Fire Panel Service Call - Civic Deck - 03/13/2024	775.73
379	7140	Electricity	1033 ComEd	2342835000-03/24	Electricity Service 02/05-03/11/2024	316.97
380	7140	Electricity	1033 ComEd	2909033000-03/24	Electricity Service 02/05-03/11/2024	3,367.19
381	7140	Electricity	1033 ComEd	3113384000-03/24	Electricity Service 02/05-03/11/2024	21.78
382	7140	Electricity	1033 ComEd	6664774000-03/24	Electricity Service 02/05-03/11/2024	4,231.70
383	7140	Electricity	1033 ComEd	6691471222-03/24	Electricity Service 02/05-03/11/2024	1,106.15
<b>Total 510 - City Owned Parking Fund</b>					<b>9,819.52</b>	

# City of Des Plaines

## Warrant Register 04/15/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 520 - Metra Leased Parking Fund</b>						
384	6015	Communication Services	1552 Verizon Wireless	9959087207	Communication Services 02/14-03/13/2024	72.02
385	7140	Electricity	1033 ComEd	3270235000-03/24	Electricity Service 02/01-03/08/2024	140.23
<b>Total 520 - Metra Leased Parking Fund</b>					<b>212.25</b>	
<b>Fund: 600 - Risk Management Fund</b>						
386	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	23082	MICA Claim Deductible 6/25/2022-6/15/2023	7,564.80
387	5565	Claims Administration Fee	2243 Sedgwick CMS	470005578891	04/19/2024-07/18/2024 Unemployment Insurance	550.00
388	6000	Professional Services	1110 Arthur J Gallagher Risk Management Services Inc	5052366	Renewal Premium 04/30/2024-05/01/2025	300.00
<b>Total 600 - Risk Management Fund</b>					<b>8,414.80</b>	
<b>Fund: 700 - Escrow Fund</b>						
389	2221	Taste of Des Plaines	5239 Ravenswood Special Events Inc	INV-0111	Deposit-Bar & POS Mgmt Serv-Taste of DP on 6/13-6/15/24 R-70-24	31,372.54
390	2430	Escrow - Police Items	1320 IL State Police	20240201755	Fingerprint Background Check Services - Feb 2024	28.25
391	2493	Escrow - CED Development	8133 Elrod Friedman LLP	16569	2-24 Reimb Redevelopment	1,185.00
392	2493	Escrow - CED Development	8133 Elrod Friedman LLP	16570	2-24 Reimb Redevelopment	574.00
393	2493	Escrow - CED Development	8133 Elrod Friedman LLP	16571	2-24 Reimb Redevelopment	3,311.00
394	2493	Escrow - CED Development	8133 Elrod Friedman LLP	16572	2-24 Reimb Redevelopment	129.00
395	2493	Escrow - CED Development	8133 Elrod Friedman LLP	16573	2-24 Reimb Redevelopment	86.00
396	2493	Escrow - CED Development	8133 Elrod Friedman LLP	16586	2-24 Reimb Redevelopment	320.00
397	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	191673	Legal Notice 1/3/2024 for PZB Mtg 1/23/2024	78.39
398	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	191755	Legal Notice 1/24/2024 for 2/13/24 PZB Mtg	112.86
<b>Total 700 - Escrow Fund</b>					<b>37,197.04</b>	
<b>Grand Total</b>					<b>1,186,704.46</b>	

# City of Des Plaines

## Warrant Register 04/15/2024

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Public Works &amp; Engineering</b>					
<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>					
399	7110	Natural Gas	1064 Nicor	03/13/24 x175190	Natural Gas Service 02/12-03/12/2024 89.78
400	7110	Natural Gas	1064 Nicor	03/13/24 x451619	Natural Gas Service 02/12-03/12/2024 297.38
401	7110	Natural Gas	1064 Nicor	03/13/24 x465297	Natural Gas Service 02/12-03/12/2024 675.81
402	7110	Natural Gas	1064 Nicor	03/13/24 x532457	Natural Gas Service 02/12-03/12/2024 67.87
403	7110	Natural Gas	1064 Nicor	03/13/24 x597838	Natural Gas Service 02/12-03/12/2024 41.93
404	7110	Natural Gas	1064 Nicor	03/13/24 x621249	Natural Gas Service 02/12-03/12/2024 526.32
405	7110	Natural Gas	1064 Nicor	03/13/24 x692396	Natural Gas Service 02/12-03/12/2024 273.71
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>1,972.80</b>
<b>Total 50 - Public Works &amp; Engineering</b>					<b>1,972.80</b>
<b>Police Department</b>					
<b>Division: 610 - Uniformed Patrol</b>					
406	6015	Communication Services	1032 Comcast	03/18/2024 x6724	Internet/Cable Service April 2024 105.00
<b>Total 610 - Uniformed Patrol</b>					<b>105.00</b>
<b>Total 60 - Police Department</b>					<b>105.00</b>
<b>Fire Department</b>					
<b>Division: 720 - Fire Prevention</b>					
407	5325	Training	2036 Fire Investigators Strike Force	04/15- 04/16/2024	Fee-Strike Force Class 1033 JPR Training 4/15-4/16-Div Chf/Inv 150.00
<b>Total 720 - Fire Prevention</b>					<b>150.00</b>
<b>Total 70 - Fire Department</b>					<b>150.00</b>
<b>Fund: 100 - General Fund</b>					
<b>Department: 90 - Overhead</b>					
408	6015	Communication Services	1032 Comcast	03/20/2024 x6732	Internet/Cable Service April 2024 63.00
409	6015	Communication Services	1032 Comcast	197342250-8482	Internet/Cable Service 03/15- 04/14/2024 1,575.00
410	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100167 77	Internet/Cable Service 03/21- 04/20/2024 661.37
411	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100167 77	Internet/Cable Service 03/21- 04/20/2024 416.95
412	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100167 77	Internet/Cable Service 03/21- 04/20/2024 98.00
413	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100167 77	Internet/Cable Service 03/21- 04/20/2024 370.00
414	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100167 77	Internet/Cable Service 03/21- 04/20/2024 370.00
415	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100167 77	Internet/Cable Service 03/21- 04/20/2024 591.00

# City of Des Plaines

## Warrant Register 04/15/2024

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
416	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100167 77	Internet/Cable Service 03/21- 04/20/2024	795.00
417	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100167 77	Internet/Cable Service 03/21- 04/20/2024	500.00
<b>Total 90 - Overhead</b>					<b>5,440.32</b>	
<b>Total 100 - General Fund</b>					<b>7,668.12</b>	
<b>Grand Total</b>					<b>7,668.12</b>	

# City of Des Plaines

## Warrant Register 04/15/2024

### Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,186,704.46 **	4/15/2024
Manual Checks	\$ 7,668.12 **	3/27/2024
Payroll	\$ 1,408,548.19	4/5/2024
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage Meter Direct Debits	\$ 18,000.00 *	4/1/2024
Utility Billing Refunds	\$ 438.99	3/20/2024
Debt Interest Payment	\$ -	
IMRF Payments	\$ -	
Employee Medical Trust	\$ 697,517.36	4/1/2024
<b>Total Cash Disbursements:</b>	<b><u>\$ 3,318,877.12</u></b>	

\* Multiple transfers processed on and/or before date shown

\*\* See attached report

Adopted by the City Council of Des Plaines

This Fifteenth Day of April 2024

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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Jessica M. Mastalski, City Clerk

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Andrew Goczkowski, Mayor



## HEALTH AND HUMAN SERVICES

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

## MEMORANDUM

Date: April 15, 2024

To: Dorothy Wisniewski, City Manager

From: Angelika Danek, Community and Police Social Worker AD

Cc: David Andersen, Police Chief DA

Subject: Consideration of a Resolution awarding 37 Grant Recipients 2024 Social Service Program Funding in a total amount Not-to-Exceed \$250,000

**Issue:**

As part of the FY2024 Budget, City Council allocated \$250,000.00 for disbursement to social service agencies that provide services to Des Plaines residents in need. The Human Services Division (HS) has solicited and evaluated grant requests from social service agencies that serve the Des Plaines community. At this time, HS seeks the City Council concurrence with the funding allocation as recommended.

**Analysis:**

The 2024 Social Service Funding notification, the application and timeline were made available on the City's website on January 31, 2024. Applications were due March 1, 2024. HS contacted the agencies that received funding in 2023, those that inquired about the program throughout the year, as well as those agencies that applied for funding in the past but did not request funds the prior year. The City received a total request for social service funding in the amount of \$341,486.00 from 37 agencies.

The Grant Review Committee of 7 representatives from various City Departments was formed to objectively evaluate all grant applications, and collaboratively make recommendations regarding funding. All the agencies have expressed gratitude for the City's program and stressed how valuable local support is for leveraging funding from public and private sources, which strengthens their service capabilities for our residents.

**2023 Program Review:**

To better understand the needs of the residents seeking referral services through Human Services (HS), staff tracked and reviewed the calls for service in 2023, which is outlined in Table One below. Review of this information provides staff data to better understand the types of social service organizations the City depends on to refer residents requiring resources. Table Three includes the organizations funded through the Social Service Funding Program in 2023 by type, which closely aligns with the service referrals sought by the community.

**Table One: 2023 Top 5 Quarterly HS Call for Service Referrals**

Quarter One		Quarter Two		Quarter Three		Quarter Four		YTD
Referred Service	Calls	Referred Service	Calls	Referred Service	Calls	Referred Service	Calls	
Transportation	24	Transportation	37	Transportation	25	Transportation	31	117
Financial Wellness	36	Financial Wellness	29	Financial Wellness	17	Financial Wellness	16	98
Housing Assistance	23	Housing Assistance	28	Housing Assistance	21	Housing Assistance	16	88
Food Resources	18	Food Resources	28	Food Resources	16	Food Resources	18	80
Health/Wellness	25	Health/Wellness	13	Health/Wellness	19	Health/Wellness	21	78

The type of services provided in each referral type are defined below:

- Transportation referrals include local, township and PACE /RTA programs.
- Financial Wellness referrals include job services, Illinois Department of Human Services programs, social security, social service disability insurance, Low Income Heat and Energy Assistance Program (LIHEAP), and Benefit Access/Benefit Enrollment Programs.
- Housing referrals include nursing home contacts, retirement, supportive living, and housing choice vouchers, and affordable and shared housing options.
- Food Resource referrals include community pantries and dinners, food gift certificates, LINK/SNAP (Food Stamps) and holiday programs.
- Health/Wellness referrals include mental health, substance abuse, physical health, medication disposal, pharmaceutical assistance programs, State Health Insurance Assistance Program Counseling, case management, handicap placards, benefit access, well-being checks, friendly visitors, grocery shopping services, and adult day care.

**2024 Social Service Funding Recipient Application Review**

The Social Service Funding Program utilizes a point system to assist with the ranking applicants. The funding recommendations were based on the criteria and weighting listed in Table Two. The Grant Review Committee, in its sole discretion, was allowed to award additional points (up to 25) to agencies for high need for the provided services and lack of alternative resources in the community.

**Table Two: 2024 Social Service Funding Rating Criteria and Weights**

Criteria	Percentage of Total Score
How many Des Plaines residents used each program/service that you are requesting funding for in the past 12 months	30%
The applicant clearly describes the local needs the agency addresses and strategies it uses to directly address the local need	10%
The applicant clearly summarizes the agency's grant proposal.	10%
The applicant clearly explains how the agency measures goals, progress, and outcomes	10%

The applicant provides evidence of community support for their agency and the services it provides.	5%
The applicant clearly describes the agency's commitment to continued annual fundraising efforts.	5%
The applicant clearly describes the agency's engagement of high need and/or underserved populations.	5%
The applicant clearly describes the agency's utilization of prior year funding from the City of Des Plaines. (If applicable)	5%
The applicant clearly describes the agency's plans if the amount of City funding is less than anticipated.	5%
The applicant clearly explains how the agency formally collaborates with other local agencies to decrease duplication of services and improve results for the community	5%
The applicant clearly explains the agency's mission, scope of work, and goals.	5%
The applicant provided complete financial information.	5%
<b>Total</b>	<b>100%</b>

### 2024 Point Allocation

Currently, there is no set criterion to deny an organization Social Service Program Funding beyond the requirement that they must be submitted by the deadline and serve Des Plaines residents. If they meet some of the criteria set forth above, they will receive some level of funding for that year. To ensure there is enough budgeted funding to assist all applicants, the staff determines the value of each point awarded, by dividing the total amount of funding by the number of points agencies received during the rating process. In 2024, to calculate the value of each point an agency received, staff divided \$250,000 by the total amount of points received by the 37 agencies (3073 points) during the review process, which valued each point at \$81.35. No agency received more than what they requested. The remaining funds in the amount of \$2,871.01 were awarded to W.I.N.G.S., the only agency in the community providing emergency housing for women and their children fleeing domestic violence.

**Table Three: 2023 Community Partner Agency Requests & Staff Recommendations by Referred Service Type**

Referred Service Type	Agency Name	2023 Funding Amount	2024 Agency Application Request	*2024 Staff Funding Recommendation
Health/Wellness	Advocate Lutheran General's Older Adult Services	\$5,262.62	\$6,000.00	\$6,000.00
	Avenues to Independence	\$4,541.71	\$5,000.00	\$5,000.00
	The Bridge Youth & Family Services	\$5,000.00	\$5,000.00	\$5,000.00
	Children's Advocacy Center of Northwest Cook County	\$5,190.53	\$10,000.00	\$10,000.00
	Hopeful Beginnings	\$4,902.16	\$5,000.00	\$5,000.00
	The Josselyn Center	\$6,632.34	\$10,000.00	\$8,086.83
	Korean American Women in Need (KANWIN)	\$5,623.07	\$7,000.00	\$7,000.00
	Kenneth Young Center	\$5,000.00	\$5,000.00	\$5,000.00
	Life Span	\$5,000.00	\$7,500.00	\$7,500.00
MaineStay Youth & Family Services	\$6,271.88	\$15,000.00	\$7,109.30	



Referred Service Type	Agency Name	2023 Funding Amount	2024 Agency Application Request	*2024 Staff Funding Recommendation
	Maryville Academy- Family Behavioral Health Clinic	\$4,902.16	\$6,000.00	\$6,000.00
	NAMI-National Alliance on Mental Illness	\$4,685.89	\$6,500.00	\$5,776.30
	North Shore Senior Center	\$6,776.52	\$10,000.00	\$8,886.62
	Northwest Center Against Sexual Assault	\$5,334.71	\$15,000.00	\$9,153.22
	Northwest Suburban Day Care Center	\$4,974.25	\$10,000.00	\$6,487.23
	The Salvation Army Metro. Div. PAIP	\$3,000.00	\$3,000.00	\$3,000.00
	Suburban Primary Health Care Council (Access to Care)	\$5,406.80	\$7,000.00	\$7,000.00
<b>Homeless Prevention</b>	Center of Concern	\$17,209.06	\$35,000.00	\$8,886.62
	Connections for the Homeless	\$5,000.00	-	-
	Journeys: The Road Home	\$5,000.00	\$5,000.00	\$5,000.00
	Northwest Compass, Inc	\$9,640.47	\$20,000.00	\$8,086.83
	Open Communities	\$5,623.07	\$10,000.00	\$7,198.16
	W.I.N.G.S.	\$8,703.30	\$15,000.00	\$11,668.77
<b>Housing</b>	The Harbour, Inc.	\$5,000.00	\$5,000.00	\$5,000.00
	Shelter, Inc.	\$4,757.98	\$5,000.00	\$5,000.00
<b>Home Maintenance</b>	Des Plaines Community Foundation - Neighbors	\$5,623.07	\$10,000.00	\$10,000.00
	Northwest Housing Partnership- Handyman Program	\$5,200.00	\$6,200.00	\$5,420.84
<b>Transportation</b>	F.I.S.H of Park Ridge	\$1,500.00	-	-
	MNASR-Maine Niles Association of Special Recreation	\$4,000.00	-	-
<b>Food Resources</b>	Bessie's Table	\$3,000.00	\$9,000.00	\$7,287.03
	Frisbie Senior Center-Feed My Sheep	\$5,500.00	\$6,500.00	\$6,500.00
	Messiah Lutheran Church	-	\$5,220.00	\$4,798.78
	Community Backpack Project	\$5,046.34	\$11,286.00	\$7,642.50
	The Salvation Army - Des Plaines Corp	-	\$9,280.00	\$7,731.36
	Self-Help Closet & Pantry of Des Plaines	\$6,848.61	\$15,000.00	\$9,064.35
	Trinity Lutheran Church- 5 Loaves/2 Fishes Ministry Community Luncheon	\$2,000.00	\$2,500.00	\$2,500.00

<b>Referred Service Type</b>	<b>Agency Name</b>	<b>2023 Funding Amount</b>	<b>2024 Agency Application Request</b>	<b>*2024 Staff Funding Recommendation</b>
<b>Immigration Services</b>	Alliance for Immigrant Neighbors	\$4,902.16	\$8,000.00	\$5,865.17
	Viator House of Hospitality	\$4,685.89	\$10,000.00	\$5,776.30
<b>Volunteerism</b>	Clean Up-Give Back.org	\$6,992.79	\$12,500.00	\$8,620.02
	Hands-On Suburban Chicago	\$5,262.62	\$8,000.00	\$5,954.04
	<b>Totals</b>	<b>\$210,000.00</b>	<b>\$341,486.00</b>	<b>\$250,000.00</b>

\*For additional information regarding the 2024 Staff Funding Recommendation, please see Attachment 1.

**Recommendation:** As a result of this process, the recommendation from staff is to fund all 37 community partner agencies at an amount not-to-exceed \$250,000.00. A list of the 2024 agency funding allocation recommendations, the point system spreadsheet and key are attached for the Council’s review and approval.

***Attachments:***

Attachment 1: 2024 Funding Recommendations

Attachment 2: 2024 Social Service Funding Application Overview

Resolution # R-89-24 Social Services Program Funding Grant Recipients

2024 Social Service Funding Recommendations

Agency	Agency Application Request	3. Local needs the agency addresses. Points Awarded	8. Agency's engagement of high need and/under served populations	16. Des Plaines residents served in Agency/Program requesting funding		Total of All Agency Points (Out of 100)	Multiplied by \$81.35 (*Up to Funding Request)	2024 Staff Recommended Funding Based on Points/Final Budget \$
				# of DP Residents Served	Points awarded			
Advocate Lutheran General Older Adult Services	\$6,000.00	5	5	400	22	79	\$ 6,426.65	\$ 6,000.00
Alliance for Immigrant Neighbors -Legal Services	\$8,000.00	10	5	18	4	66	\$ 5,369.10	\$ 5,865.17
Avenues to Independence	\$5,000.00	10	5	12	4	66	\$ 5,369.10	\$ 5,000.00
Bessie Table	\$9,000.00	10	5	3180	8	82	\$ 6,670.70	\$ 7,287.03
Center of Concern-Senior Services	\$35,000.00	5	5	637	30	100	\$ 8,135.00	\$ 8,886.62
Children's Advocacy Center of N and NW Cook C	\$10,000.00	10	5	153	22	117	\$ 9,517.95	\$ 10,000.00
Clean Up -Give Back.Org	\$12,500.00	10	5	730	30	97	\$ 7,890.95	\$ 8,620.02
Community Backpack Program	\$11,286.00	10	5	180	22	86	\$ 6,996.10	\$ 7,642.50
Des Plaines Community Foundation-Neighbors	\$10,000.00	10	5	800+	30	125	\$ 10,168.75	\$ 10,000.00
Frisbie Senior Center Feed My Sheep	\$6,500.00	10	5	350	22	88	\$ 7,158.80	\$ 6,500.00
HandsOn Suburban Chicago	\$8,000.00	10	2	95	8	67	\$ 5,450.45	\$ 5,954.04
Hopeful Beginnings -St. Mary's Services	\$5,000.00	5	5	20	4	65	\$ 5,287.75	\$ 5,000.00
Journey's: The Road Home	\$5,000.00	5	5	82	8	72	\$ 5,857.20	\$ 5,000.00
Kenneth Young- Older Adult Services	\$5,000.00	10	2	25	4	65	\$ 5,287.75	\$ 5,000.00
Korean American Women in Need (KANWIN)	\$7,000.00	10	5	34	8	80	\$ 6,508.00	\$ 7,000.00
Life Span	\$7,500.00	10	5	168	22	117	\$ 9,517.95	\$ 7,500.00
Mainstay Youth and Fmaily Services	\$15,000.00	10	2	197	22	80	\$ 6,508.00	\$ 7,109.30
Maryville Academy - Family Behavioral Health Clinic	\$6,000.00	10	5	32	8	69	\$ 5,613.15	\$ 6,000.00
Messiah Lutheran Church Assistance Ministry	\$5,220.00	10	5	71	8	54	\$ 4,392.90	\$ 4,798.78
NAMI-National Alliance on Mental Illness	\$6,500.00	5	2	25	4	65	\$ 5,287.75	\$ 5,776.30
North Shore Senior Center-Senior Services	\$10,000.00	10	5	878	30	100	\$ 8,135.00	\$ 8,886.62
Northwest Housing Partnership- Senior Handyman Program	\$6,200.00	10	2	52	8	61	\$ 4,962.35	\$ 5,420.84
Northwest Center Against Sexual Assault	\$15,000.00	10	5	34	8	103	\$ 8,379.05	\$ 9,153.22
Northwest Compass	\$20,000.00	5	5	1901	30	91	\$ 7,402.85	\$ 8,086.83
Northwest Suburban Day Care Center	\$10,000.00	10	5	13	4	73	\$ 5,938.55	\$ 6,487.23
Open Communities	\$10,000.00	10	5	60	8	81	\$ 6,589.35	\$ 7,198.16
Self Help Closet & Pantry of Des Plaines	\$15,000.00	10	5	748	30	102	\$ 8,297.70	\$ 9,064.35
Shelter ,Inc.	\$5,000.00	10	2	21	4	67	\$ 5,450.45	\$ 5,000.00
Suburban Primary Health Care Council (ATC)	\$7,000.00	5	5	172	22	106	\$ 8,623.10	\$ 7,000.00
The Bridge Youth and Family Services	\$5,000.00	10	5	12	4	88	\$ 7,158.80	\$ 5,000.00
The Harbour, Inc.	\$5,000.00	10	5	2	4	71	\$ 5,775.85	\$ 5,000.00
The Josselyn Center	\$10,000.00	10	5	238	22	91	\$ 7,402.85	\$ 8,086.83
The Salvation Army	\$9,280.00	5	5	910	30	87	\$ 7,077.45	\$ 7,731.36
The Salvation Army-PAI Program	\$3,000.00	10	5	7	4	69	\$ 5,613.15	\$ 3,000.00
Trinity Lutheran Church/ 5 Loaves and 2 Fish	\$2,500.00	5	2	100	8	79	\$ 6,426.65	\$ 2,500.00
Viator House of Hospitality	\$10,000.00	10	5	25	8	65	\$ 5,287.75	\$ 5,776.30
W.I.N.G.S.	\$15,000.00	10	5	20	4	99	\$ 8,053.65	\$ 11,668.77
	\$341,486.00					3073	\$ 249,988.55	\$ 250,000.00



## 2024 SOCIAL SERVICE FUNDING APPLICATION AGENCY OVERVIEW

### **Advocate Lutheran General Adult Day Service:**

**Program Overview:** Adult Day Services that contracts with the Illinois Department on Aging's Community Care Program to offer low-income seniors supportive daycare services with no out-of-pocket expenses to residents.

**Program to Fund:** Continue to support the Adult Day Service Program's Creative Arts curriculum which benefits clients that have dementia and physical/mental disabilities. Some of these therapeutic activities include art, dance and movement, animal, and music therapies. Participation in these types of therapies is shown to lessen anxiety and depressive symptoms by allowing self-expression to be communicated in various ways.

**Agency Partners:** North Shore Senior Services/Kenneth Young Center (senior service providers)

**Funding Request:** \$6,000.00

**Residents Served in Program Seeking Funding:** 400

**Reviewer Score:** 79/125

**Recommended Funding Amount:** \$6,000.00

### **Alliance for Immigrant Neighbors (AIN):**

**Program Overview:** AIN offers affordable legal services to immigrants and refugees i.e. consultations and legal representation on DACA, family petitions, lawful permanent residence (green card), citizenship, etc. AIN also provides workshops to inform immigrants and refugees of opportunities for permanent residence and citizenship.

**Program to Fund:** Continue to support the immigrant legal service program including fees for migration legal services.

**Agency Partners:** Des Plaines Public Library and Maine West High School provide space and/or promote AIN workshops. Zion Christian Church allows AIN to use their facility at a minimum cost.

**Funding Request:** \$8,000.00

**Residents Served in Program Seeking Funding:** 18

**Reviewer Score:** 66/125

**Recommended Funding Amount:** \$5,865.17

### **Avenues to Independence:**

**Program Overview:** Avenues to Independence provides residential housing at 2 locations in Des Plaines providing 24/7 care to individuals with developmental and intellectual disabilities for ten residents. Avenues Day Programs provide vocational training and recreational activities to 18 additional residents of Des Plaines.

**Program to Fund:** Continue to financially support the nursing services program for residential clients.

**Agency Partners:** The agency works with Community Alternatives Unlimited, an agency that provides developmental disability services and case management, Kiwanis and Rotary Clubs and local community businesses for employment i.e. Jewel, Osco and McDonald's

**Residents Served in Program Seeking Funding:** 12

**Funding Request:** \$5,000.00

**Reviewer Score:** 66/125

**Recommended Funding Amount:** \$5,000.00

### **Bessie's Table:**

**Program Overview:** Provides a free dinner and sack lunch to individuals in need of assistance each Monday night (with the exception of August) free of charge at First United Methodist Church.

**Program to Fund:** Continue to fund Bessie's Table weekly community dinner.

**Agency Partners:** Bessie's Table collaborates with other meal programs that serve Des Plaines residents through the sharing of donations.

**Funding Request:** \$9,000.00

**Meals Served in Program Seeking Funding:** 3,180 dinners/sack lunches.

**Reviewer Score:** 82/125

**Recommended Funding Amount:** \$7,287.03

### **Center of Concern:**

**Program Overview:** Center of Concern offers supportive services primarily for the elderly, disabled and those in need such as; case management, CHORE housekeeping services, home visits, various counseling, family support, professional volunteer services, emergency assistance, financial assistance to prevent homelessness, transportation/shopping for seniors, and information and referral.

**Program to Fund:** Continue to financially support all of the services/programs Center of Concern provides to Des Plaines residents.

**Agency Partners:** Networks with local and federal agencies i.e. Age Options (older adult services), The Harbour and Journeys, W.I.N.G.S. (homeless prevention agencies), Citizens Utility Board, NAMI (mental illness services) MaineStay Youth and Family Services (counseling and education), and the Des Plaines Chamber of Commerce.

**Funding Request:** \$35,000.00

**Residents Served in Program Seeking Funding:** 637

**Reviewer Score:** 100/125

**Recommended Funding Amount:** \$8,886.62

### **Children's Advocacy Center of North and Northwest**

**Program Overview:** The Children's Advocacy Center provides direct services for child victims of sexual abuse, severe physical abuse, and other violent crimes and their non-offending parents/ family members. The Coordination, Advocacy and Sensitive Interviewing (CASI) Program provides 24-hour emergency response, coordination of the child abuse investigation, expert child interviews, crisis intervention, court advocacy and on-going support and referral services. Direct services are provided through Forensic and Advocacy Services (FAS) and Family Support Services (FSS) Programs. These programs offer intensive, trauma-focused individual and family counseling, child abuse assessments, and parent and child support groups. All services are offered in English and Spanish and are provided free of charge.

**Program to Fund:** Funding request is to support direct services provided through the agencies Forensic and Advocacy Services and Family Support Services Programs.

**Agency Partners:** Local Sheriff/Police Departments, Cook County State's Attorney Office, Illinois Departments of Children and Family Services, etc.

**Funding Request:** \$10,000.00

**Residents Served in Program Seeking Funding:** 153

**Reviewer Score:** 117/125

**Recommended Funding Amount:** \$10,000.00

## **Clean Up- Give Back.Org**

**Program Overview:** Provides individuals/organizations the opportunity to participate in organized clean-up campaigns. Clean Up -Give Back (CU-GB) provides a “flexible service program” that provides community service hours to both court appointed individuals and/or students seeking school requirements. In 2023, CU-GB had 1,922 volunteers, providing 10,781 hours of service to the community filling 4,250 bags and removed 41,714 pounds of trash and other debris from the environment.

**Program to Fund:** Funding request is to support the Community Cleanup Campaigns and the Flexible Service Program.

**Agency Partners:** Maine West High School, Des Plaines Park District, Cook County Forest Preserve, Izaak Walton League, etc.

**Funding Request:** \$12,500.00

**Residents Served in Program Seeking Funding:** 730 volunteers from Des Plaines (including students from Willows Academy High School)

**Reviewer Score:**97/125

**Recommended Funding Amount:** \$8,620.02

## **Community Backpack Project:**

**Program Overview:** The Community Backpack Project (CBP) works with students from School District #62 that qualify for the free/reduced lunch program and helps to bridge the gap from a child’s last meal at school on Friday until they return to school on Monday. CBP delivers food every week to District #62 students participating in the program.

**Program to Fund:** To continue to support the Community Backpack Project purchase additional food needed to meet the increasing need of students that qualify to participate in the program.

**Agency Partners:** River’s Casino, Canning Foundation, Elk’s Club, individuals, churches, and community food drives.

**Funding Request:** \$11,286.00

**Residents Served in Program Seeking Funding:** 180

**Reviewer Score:** 86/125

**Recommended Funding Amount:** \$7,642.50

## **Connections for the Homeless:**

**Program Overview:** Provides housing, re-housing, shelters, employment, case management and supportive services to those who are homeless or who are being burdened with their housing costs.

**Program to Fund:** Funding request is to continue to support Connections for the Homeless programs: eviction prevention, shelter, and housing services.

**Agency Partners:** Alliance to End Homelessness in Suburban Cook County and Continuum of Care (consortium of agencies, municipalities and local agencies i.e. Center of Concern, Catholic Charities, Northwest Compass, Journeys, schools and police departments).

**Funding Request:** \$ (did not apply in 2024)

**Residents Served in Program Seeking Funding:**

**Reviewer Score:**

**Recommended Funding Amount:**

### **Des Plaines Community Foundation:**

**Program Overview:** Supports the work of the Neighbors Helping Neighbors Program (NHN) under Des Plaines Healthy Community Partnership/Foundation. These programs include: direct assistance to Des Plaines residents with groceries, transportation, minor home repairs, construction of handicapped ramps and provides emergency assistance to residents where no assistance can be located.

**Program to Fund:** Funding request is to continue to support the Neighbors Helping Neighbors Program.

**Agency Partners:** City of Des Plaines, Elk Grove/Maine Townships, local school/park districts, as well as local organizations e.g., Center of Concern, Catholic Charities, Salvation Army, etc.

**Funding Request:** \$10,000.00

**Residents Served in Program Seeking Funding:** 800+

**Reviewer Score:** 125/125

**Recommended Funding Amount:** \$10,000

### **F.I.S.H of Park Ridge**

**Program Overview:** Provides free round trip escorted transportation to out-patient medical appointments to residents of Maine Township.

**Program to Fund:** Funding request is to continue to support this transportation program.

**Agency Partners:** F.I.S.H. partners with Maine Township to provide full-time coverage of incoming calls.

**Funding Request:** \$ (did not apply in 2024)

**Residents Served in Program Seeking Funding:**

**Reviewer Score:**

**Recommended Funding Amount:**

### **Frisbie Senior Center Feed My Sheep Des Plaines, Inc.**

**Program Overview:** Provides a free meal to individuals in need of assistance each Wednesday night at Frisbie Senior Center. In 2022, Feed My Sheep provided 2,729 individual meals.

**Agency Partners:** Frisbie Senior Center and in-kind donations from Panera Bread, Oak Farms Market, Gordon Foods Service, Long Horn Steakhouse, KFC, House of Cakes, and other community meal programs.

**Funding Request:** \$6,500.00

**Meals Served in Program Seeking Funding:** 350

**Reviewer Score:** 88/125

**Recommended Funding Amount:** \$6,500.00

### **Hands-On Suburban Chicago (HOSC)**

**Program Overview:** Recruits and connects volunteers through its searchable database which enables users to find volunteer opportunities that best fit their interests, schedules, and location. The program administrator collaborates with partner organizations to identify volunteer needs to over 100 nonprofits and schools throughout 44 suburban Chicago communities.

**Program to Fund:** Funding is for the continued support and development of the HandsOn Connect and the AmeriCorps Seniors RSVP programs to mobilize individuals to become volunteers.

**Agency Partners:** City of Des Plaines, Elk Grove/Maine Townships, local school/park districts, and local organizations i.e. Center of Concern, Catholic Charities, Salvation Army, etc.

**Funding Request:** \$8,000.00

**Residents Served in Program Seeking Funding:** 95

**Reviewer Score:** 67/125

**Recommended Funding Amount:** \$5,954.04

## **Hopeful Beginnings**

**Program Overview:** The agency's Teen Parenting Support Program provides counseling, adoption services and other supportive services to women and teens facing unplanned pregnancies.

**Program to Fund:** Funding will continue to support both of the maternal health and teen parenting program for teen parents in District 214 high schools.

**Agency Partners:** Local Hospitals, Red Cross (displaced children and women experiencing disasters) and WINGS (domestic violence clients) refer patients for services.

**Funding Request:** \$5,000.00

**Residents Served in Program Seeking Funding:** 20

**Reviewer Score:** 65/125

**Recommended Funding Amount:** \$5,000.00

## **JOURNEYS | The Road Home**

**Program Overview:** JOURNEYS provide three interdependent, year-round programs for its clients in need: Emergency PADS Shelter Program, HOPE Center and Pathways Housing Readiness Program. Each program works together in response to what each individual or families' unique needs require in order to reach housing stability and self-sufficiency. All programs are free of cost for clients and anyone within the agency's service region (37 communities across north/northwest suburban Cook County) are eligible to seek help from JOURNEYS.

**Program to Fund:** Funding request is to support the Hope Center in Palatine that provides vocational, housing, physical and mental health counseling, food pantry, and clothing closet.

**Agency Partners:** JOURNEYS partners with the Alliance to End Homelessness in Suburban Cook County (including other homeless service providers), AHAND (Associates of Homeless Advocates in the North/Northwest District) including funded homeless service providers, United Palatine Coalition, and the Palatine Chamber of Commerce.

**Funding Request:** \$5,000.00

**Residents Served in Program Seeking Funding:** 82

**Reviewer Score:** 72/125

**Recommended Funding Amount:** \$5,000.00

## **Kenneth Young Center**

**Program Overview:** Kenneth Young is a senior services agency that serves Des Plaines residents over the age of 60 residing in Elk Grove Township. Services include case management, counseling, community care services and adult protective services.

**Program to Fund:** Funding request is to support the Adult Protective Services (APS) program to provide ongoing intensive casework to older adults who have been the victims of abuse and neglect.

**Agency Partners:** KYC is one of the 42 designated Care Coordination Units (CCU) through the Illinois Department of Aging and the Adult Protective Services. KYC maintains a working partnership with local municipalities and agency resource collaboratives in connecting with nonprofit providers to ensure collaboration of client care.

**Funding Request:** \$5,000.00

**Residents Served in Program Seeking Funding:** 25

**Reviewer Score:** 65/125

**Recommended Funding Amount:** \$5,000.00



## **Korean American Women in Need (KAN-WIN)**

**Program Overview:** KAN-WIN provides crisis intervention through a bi-lingual 24-hour hotline and case management services for domestic violence victims in the Asian immigrant community.

**Program to Fund:** Multilingual crisis intervention and advocacy program.

**Agency Partners:** Life Span who provides legal services to clients and Sammool Church for Women who refer Domestic Violence clients for services.

**Funding Request:** \$7,000

**Residents Served in Program Seeking Funding:** 34

**Reviewer Score:** 80/125

**Recommended Funding Amount:** \$7,000

## **Life Span:**

**Program Overview:** Provides legal civil representation, informational resources, and counseling for victims of domestic violence or sexual assault. Also provides community education, violence prevention programming in schools and a 24/7 crisis hotline.

**Program to Fund:** Request is to support the following programs/services: direct civil legal representation, advocacy, and counseling services for victims of domestic violence/sexual assault and their children.

**Agency Partners:** Life Span specializes in complicated and high conflict divorce and/or custody cases in which domestic violence is a critical feature. Other agencies/programs are not providing these services because they are Life Spans largest referral source. Life Span is working with KAN-WIN and Apna Ghar (Our Home) who serve East and Southeast Asian Immigrant populations who are traditionally been linguistically and culturally isolated from seeking legal remedies. Life Span services free of charge.

**Funding Request:** \$7,500.00

**Residents Served in Program Seeking Funding:** 168

**Reviewer Score:** 117/125

**Recommended Funding Amount:** \$7,500.00

## **MaineStav Youth and Family Services:**

**Program Overview:** MaineStav provides affordable access to mental health services for all Maine Township residents. Services for youth include summer camp, cooking class and art, yoga improv, poetry-writing programs, as well as psychoeducation groups.

**Program to Fund:** Funding request is to expand their counseling services to Maine West High School students and their families. Goal is to provide access to these individuals that may have barriers (language, transportation, familiarity) to coming to the MaineStav office for these services. Request is to cover the salary /benefits of a therapist providing 8 hours/week of clinical services.

**Agency Partners:** District #63, Josselyn, Big Brothers Big Sisters, Culinary Youth Age Specialist (cooking class) and Buddha Belly Kids Yoga (Yoga Program) and Maine West High School

**Funding Request:** \$15,000.00

**Residents Served in Program Seeking Funding:** 197

**Reviewer Score:** 80/125

**Recommended Funding Amount:** \$7,109.30

### **Marvville Family Behavior Health Clinic (FBHC)**

**Program Overview:** FBHC provides various mental health services including substance use disorders, counseling and intervention DUI risk education/counseling, court mandated anger and pharmacological management.

**Program to Fund:** FBHC is requesting support to cover the costs of services not covered by insurance.

**Agency Partners:** Local hospitals, mental health facilities/centers and school districts. Partnered with the Police Department, public library, and Oakton Community College hosting (4) trainings on the usage of NARCAN for the treatment/reversal.

**Funding Request:** \$6,000.00

**Residents Served in Program Seeking Funding:** 32

**Reviewer Score:** 69/125

**Recommended Funding Amount:** \$6,000.00

### **Maine Niles Association of Special Recreation**

**Program Overview:** MNASR provides transportation to residents of Des Plaines individuals with special needs to recreational programming using MNASR Accessible Transportation Service. This service provides opportunities for disabled individuals to connect with their community and discover their potential.

**Program to Fund:** MNASR is requesting continued support towards the cost of their transportation services.

**Agency Partners:** MNASR collaborates with six park districts and one recreation departments, supportive housing; Clearbrook Choice, Avenues, SEARCH, Over the Rainbow, Orchard Village Local School Districts/special education cooperatives offering before, during and after school leisure education school programming.

**Funding Request:** (did not apply in 2024)

**Residents Served in Program Seeking Funding:**

**Reviewer Score:**

**Recommended Funding Amount:**

### **Messiah Lutheran Church Assistance Ministry**

**Program Overview:** Messiah Lutheran Church Assistance Ministry serves nutritious meals and brown bag lunches “to go” to anyone in need in the community.

**Program to Fund:** All programs are free and open to the community.

**Agency Partners:** Center of Concern, Main Township, Frisbie Senior Center, Catholic Charities, Bessie’s Table and others.

**Funding Request:** \$5,220.00

**Residents Served in Program Seeking Funding:** 71

**Reviewer Score:** 54/125

**Recommended Funding Amount:** \$4,798.78

### **National Alliance on Mental Illness- Cook County North Suburban (NAMI)**

**Program Overview:** NAMI CCNS mission is to improve the lives of individuals with mental illness and those who love and care for them through education, support, and advocacy.

**Program to Fund:** Funding request is to support NAMI programs. All programs are free and open to the community.

**Agency Partners:** Pillar Clinical Research, LLC, Youth Services of Glenview/Northbrook, Peer Services, AMITA Health, etc.

**Funding Request:** \$6,500.00

**Residents Served in Program Seeking Funding:** 25

**Reviewer Score:** 65/125

**Recommended Funding Amount:** \$5,776.30

## **North Shore Senior Center-NSSC**

**Program Overview:** NSSC is a Senior Services Agency that serves Maine Township residents aged 60+and adults with disabilities 18+ with case management, counseling, community care services and adult protective services.

**Program to Fund:** To continue to support the programs/services provided by the Senior and Family Services Department.

**Agency Partners:** NSSC is one of the 42 designated Care Coordination Units (CCU) through the Illinois Department of Aging and the Adult Protective Services. Referrals come from individuals, family members, concerned neighbors and agencies such as City of Des Plaines, Frisbie Senior Center, Francis Manor, Catholic Charities, Center of Concern, etc.

**Funding Request:** \$10,000.00

**Residents Served in Program Seeking Funding:** 878

**Reviewer Score:** 100/125

**Recommended Funding Amount:** \$8,886.62

## **North West Housing Partnership**

**Program Overview:** The Northwest Housing Partnership's Handyman Program (NWHP) coordinates and provides experienced, insured handyman to assist residents with minor, non-emergency repairs. The cost will range from \$10, \$20, \$30 per hour depending on an individual's income.

**Program to Fund:** In conjunction with the Handyman Program, NWHP will screen applicants to see if they qualify for the Capable Program which will provide an occupational therapist and a nurse as well as handyman services to assist seniors to remain in their homes as long as they are able.

**Agency Partners:** NWHP has been involved with the screening/processing for the (2) Home Repair Programs funded under Community Development Block Grant program for the City of Des Plaines.

**Funding Request:** \$6,200.00

**Residents Served in Program Seeking Funding:** 52

**Reviewer Score:** 61/125

**Recommended Funding Amount:** \$5,420.84

## **Northwest Center Against Sexual Assault**

**Program Overview:** Offers free services to sexual assault survivors and their loved ones within the North and Northwest Suburbs of Cook County. Provides victim centered 24/7 crisis hotline, intervention, advocacy, counseling, and prevention.

**Program to Fund:** Funding request is to continue to support the Sexual Assault Intervention Program.

**Agency Partners:** NWCASA has a Network agreement with 11 area hospitals to provide 24/7 emergency room response to victims of sexual violence and 29 police departments in Cook County including Des Plaines; provides educational programs to service organizations and community schools.

**Funding Request:** \$15,000.00

**Residents Served in Program Seeking Funding:** 34

**Reviewer Score:** 103/125

**Recommended Funding Amount:** \$9,153.22

## **Northwest Compass**

**Program Overview:** Northwest Compass offers programs in three major categories - Stabilization, Empowerment and Housing. These programs provide crisis intervention, comprehensive solution-focused case management, counseling, resources, and various support services.

**Program to Fund:** Request is to provide funding to Des Plaines residents who are in crisis and need emergency assistance that is not readily available through local agencies and money management, career counseling and creating a budget.

**Agency Partners:** Utilizes the North Suburban Cook County Alliance to End Homelessness as a clearing house to determine if assistance has already been provided to a client as well as contacting other local agencies to avoid duplication.

**Funding Request:** \$20,000.00

**Residents Served in Program Seeking Funding:** 1,901

**Reviewer Score:** 91/125

**Recommended Funding Amount:** \$8,086.83

## **Northwest Suburban Day Care Center**

**Program Overview:** Provides high quality daycare for children aged 15 months to 5 years for low-income families.

**Program to Fund:** Funding request is to help off-set daily costs of the day care center not covered by government programs.

**Agency Partners:** Church provides the facility rent free; Maine Township, City of Des Plaines; local churches, Des Plaines Kiwanis, the Park Ridge Community Fund and private citizens.

**Funding Request:** \$10,000.00

**Residents Served in Program Seeking Funding:** 13

**Reviewer Score:** 73/125

**Recommended Funding Amount:** \$6,487.23

## **Open Communities**

**Program Overview** Open Communities provides advocacy, education and resource for tenants and landlords.

**Program to Fund:** Funding requests is for the continual support for the Fair Housing Enforcement Program and Housing Counseling and Education Programs.

**Agency Partners:** Open Communities collaborate/receives community support from libraries, community centers, social service agencies as well as donors and foundations.

**Funding Request:** \$10,000.00

**Residents Served in Program Seeking Funding:** 60

**Reviewer Score:** 81/125

**Recommended Funding Amount:** \$7,198.16

## **Self Help Closet and Pantry of Des Plaines**

**Program Overview:** Provides food and clothing to Des Plaines residents in need. SHFC&P is managed by one employee and the rest are volunteers. They rely solely on donations and fundraising.

**Program to Fund:** SHFC&P is requesting funds to purchase food that will supplement the donated supply.

**Agency Partners:** SHFC&P maintains contact with other Des Plaines food pantries and churches that serve meals, as well as through membership in organizations that provide networking opportunities e.g. Des Plaines Ministerial Association and the Des Plaines Chamber of Commerce. The Des Plaines Community continues to provide tremendous support through various food drives.

**Funding Request:** \$15,000.00

**Residents Served in Program Seeking Funding:** 748/month.

**Reviewer Score:** 102/125

**Recommended Funding Amount:** \$9,064.35

### **Shelter, Inc.**

**Program Overview:** Shelter, Inc. is a community based, emergency and longer-term housing for children and adolescents who are abused, neglected, dependent or in need of supervision.

**Program to Fund:** Funding request is to provide funding towards clinical program providing services to youth and their families.

**Agency Partners:** Maine West High School caseworker and Shelter staff collaborating on behalf of residents residing in various shelter programs, local youth service providers, homeless prevention services, and quarterly community educational series open to local agencies and residents.

**Funding Request:** \$5,000.00

**Residents Served in Program Seeking Funding:** 21

**Reviewer Score:** 67/125

**Recommended Funding Amount:** \$5,000.00

### **Suburban Primary Health Care Council (Access to Care)**

**Program Overview:** Access to Care is a non-profit health care program for low-income uninsured and under-insured people living in suburban Cook County that connects residents with primary health care services.

**Program to Fund:** Funding request is to support the Access to Care program.

**Agency Partners:** Access to Care has coordination agreements with over 60 agencies who serve the same population for different services addressing the social determinants of health such as housing, employment services, food insecurities etc. Formal partnerships exist with organizations such as Loyola University, Healthcare Alternative Systems, Chicago Dental Society and Presence Health to provide benefits to those in need.

**Funding Request:** \$7,000.00

**Residents Served in Program Seeking Funding:** 172

**Reviewer Score:** 106/125

**Recommended Funding Amount:** \$7,000.00

### **The Bridge Youth & Family Services**

**Program Overview:** The Bridge's Crisis Intervention program provides free services to Des Plaines youth who have runaway, are locked-out, suicidal or homeless and need immediate intervention. The primary goal of the of the Crisis Intervention is to reunify youth aged 11-17 with their parents and to prevent them from entering DCFS or juvenile detention system.

**Program to Fund:** The Bridge's Crisis Intervention Program

**Agency Partners:** Northwest suburban police departments, youth serving providers and school staff.

**Funding Request:** \$5,000.00

**Residents Served in Program Seeking Funding:** 12

**Reviewer Score:** 88/125

**Recommended Funding Amount:** \$5,000.00

## **The Harbour, Inc.**

**Program Overview:** The Harbour, Inc. provides an emergency shelter for females and transgender youth, crisis intervention and education and a 24-hour hotline. They also provide transitional housing to all youth aged 16-23 through scattered-site apartments with rent subsidies.

**Program to Fund:** Funding request is to support the Emergency Shelter and Transitional Housing programs for homeless youth.

**Agency Partners:** Maine Township High Schools, agencies that provide Comprehensive Community Based Youth Services (CCBYS) in our service area, Suburban Chicago Homeless and Runaway Program which includes; The Bridge Youth and Family Services, Chicago Coalition for the Homeless, the Alliance to End Homelessness in Suburban Cook County, the Association of Homeless Advocates in the North/Northwest District (AHAND), Illinois Collaboration on Youth, and the Coordinated Service Referral Network for trafficking victims.

**Funding Request:** \$5,000.00

**Residents Served in Program Seeking Funding:** 2

**Reviewer Score:** 71/125

**Recommended Funding Amount:** \$5,000.00

## **The Josselyn Center**

**Program Overview:** The Josselyn Center provides comprehensive mental health services which include medication monitoring, therapy/counseling, case management, psychological testing, and psychiatric evaluation. The Josselyn Center also offers their services at Maine Stay Youth and Family Services Township in Park Ridge.

**Program to Fund:** Request is for continued support for The Josselyn Center's outpatient mental health services for low-income residents of Des Plaines.

**Agency Partners:** Formal partnerships with agencies include: being a supportive service provider for psychiatrist services at Maine Township's MaineStay Youth and Family Services, hosts Psychiatry Fellowships from Rush University, provides counseling for housing insecure clients of Connections for the Homeless, Illinois Association for Behavioral Health, NorthShore University Health System, certifies/ trains community members in Mental Health First Aid, an international program to teach non clinical individuals about mental health symptoms and how to refer people to help.

**Funding Request:** \$10,000.00

**Residents Served in Program Seeking Funding:** 238

**Reviewer Score:** 91/125

**Recommended Funding Amount:** \$8,086.63

## **The Salvation Army-Des Plaines Corp**

**Program Overview:** The Salvation Army provides various programs to assist individuals/families that are struggling to make ends meet. Some of these programs include: assistance with rent and utility bills, clothing and furniture vouchers, access to their food pantry, Breakfast with Baby (providing diapers/formula) and as well as Youth Programs.

**Program to Fund:** Request is to support the Social Service and Youth Programs.

**Agency Partners:** Local townships, service organizations, and community/business support for backpacks with school supplies drive, the Holiday Angel Tree Program and Walmart for their Kettle Campaign.

**Funding Request:** \$9,280.00

**Residents Served in Program Seeking Funding:** 910

**Reviewer Score:** 87/125

**Recommended Funding Amount:** \$7,731.36

### **The Salvation Army PAI Program**

**Program Overview:** The Partner Abuse Intervention Program (PAIP) is a program for men arrested for domestic violence. Approved by the State of Illinois, the PAI program provides a 26- week psych-educational format. The goal is to protect the victim and challenge the attitudes and thinking of the offender.

**Program to Fund:** Request is to support the Partner Abuse Intervention Program.

**Agency Partners:** Rolling Meadows and Skokie courthouses refer domestic violence perpetrators to this program.

**Funding Request:** \$3,000.00

**Residents Served in Program Seeking Funding:** 7

**Reviewer Score:** 69/125

**Recommended Funding Amount:** \$3,000.00

### **Trinity Lutheran Church -5 Loaves and 2 Fish**

**Program Overview** Provides a hot lunch consisting of an entree, soup, salad, side dishes, desserts, and beverages on the second Saturday of each month. Extra meals are given to participants to take home.

**Program to Fund:** Funding request is to support the monthly meal program.

**Agency Partners:** Des Plaines Pantries and Trinity Lutheran Church

**Funding Request:** \$2,500.00

**Meals Served in Program Seeking Funding:** 100

**Reviewer Score:** 79/125

**Recommended Funding Amount:** \$2,500.00

### **Viator House of Hospitality (VHH)**

**Program Overview:** VHH provides an alternative for adult male immigrants seeking asylum that have aged out of juvenile detention facilities are often released to temporary shelters that offer no support. VHH is a 501 (c) 3 that provides support/resources (language skills, legal resources, attend school, find jobs, etc.) that assist these individuals with skills to accomplish their goals.

**Program to Fund:** Funding request is to help support the operational cost of running the organization.

**Agency Partner:** Clerics of St. Viator, Immigrant Children's Protection Project, and Faith Community Partners.

**Funding Request:** \$10,000.00

**Residents Served in Program Seeking Funding:** 25

**Reviewer Score:** 65/125

**Recommended Funding Amount:** \$5,776.30

### **Women In Need Getting Stronger (W.I.N.G.S.)**

**Program Overview:** WINGS provides emergency housing for women and their children who are fleeing domestic violence. Additional services include counseling, case management, advocacy (legal, employment and education) and transportation assistance.

**Program to Fund:** Funding request is to help support the cost of providing this program.

**Agency Partner:** Alliance to End Homelessness, Harper East Learning and Career board, Suburban Alliance Against Domestic Violence, Community hospitals, Childrens Legal Center, Apna Ghar and Northwest Compass and Salvation Army's PAIP Program.

**Funding Request:** \$15,000.00

**Residents Served in Program Seeking Funding:** 20

**Reviewer Score:** 99/125

**Recommended Funding Amount:** \$11,668.77

**CITY OF DES PLAINES**

**RESOLUTION R – 89- 24**

**A RESOLUTION AUTHORIZING THE DISBURSEMENT OF SOCIAL SERVICES FUNDS TO SOCIAL SERVICE AGENCIES.**

**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 \$250,000 during the 2024 fiscal year for disbursement to social services agencies that provide services to Des Plaines residents ("*Social Services Funding*"); and

**WHEREAS**, the City Health and Human Services Division has received and reviewed applications for Social Services Funding from various social services agencies that serve the City; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to disburse the Social Services Funding in the manner set forth in this Resolution;

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

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

**SECTION 2: APPROVAL AND AUTHORIZATION TO DISBURSE FUNDS.** The City Council hereby approves, and the City Manager is hereby authorized to make, the disbursement of the Social Services Funding to the following social services agencies as follows:

<b>Agency Name</b>	
Advocate Lutheran General's Older Adult Services	\$6,000.00
Alliance for Immigrant Neighbors	\$5,865.17
Avenues to Independence	\$5,000.00
Bessie's Table	\$7,287.03
Center of Concern	\$8,886.62
Children's Advocacy Center of Northwest Cook County	\$10,000.00
Clean Up-Give Back.org	\$8,620.02
Community Backpack Project	\$7,642.50
Connections for the Homeless	\$0



Des Plaines Community Foundation	\$10,000.00
Frisbie Senior Center- Feed My Sheep	\$6,500.00
F.I.S.H. of Park Ridge	\$0
Hands-On Suburban Chicago	\$5,954.04
Hopeful Beginnings of St. Mary's Services	\$5,000.00
Journeys: The Road Home	\$5,000.00
Korean American Women in Need	\$7,000.00
Kenneth Young Center	\$5,000.00
Life Span	\$7,500.00
MaineStay Youth and Family Services	\$7,109.03
Messiah Lutheran Church	\$4,798.78
Maryville Family Behavioral Health Center	\$6,000.00
Maine Niles Association of Special Recreation	\$0
National Alliance on Mental Illness-CCNS (NAMI)	\$5,776.30
North Shore Senior Center	\$8,886.62
Northwest Housing Partnership-Handyman Program	\$5,420.84
Northwest Center Against Sexual Assault	\$9,153.22
Northwest Compass, Inc.	\$8,086.83
Northwest Suburban Day Care Center	\$6,487.23
Open Communities	\$7,198.16
Self-Help Food Closet & Pantry of Des Plaines	\$9,064.35
Shelter, Inc.	\$5,000.00
Suburban Primary Health Care Council	\$7,000.00
The Bridge Youth & Family Services	\$5,000.00
The Harbour, Inc.	\$5,000.00
The Salvation Army Metro. Div. PAI Program	\$3,000.00
The Salvation Army	\$7,731.36
The Josselyn Center	\$8,086.83
Trinity Lutheran Church- 5 Loaves/2 Fishes Ministry Community Luncheon	\$2,500.00
Viator House of Hospitality	\$5,776.30
W.I.N.G.S.	\$11,668.77
<b>Total</b>	<b>\$250,000.00</b>

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

**[SIGNATURE PAGE FOLLOWS]**

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Authorizing the Disbursement of Social Service Funds to 37 Agencies 2024



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: April 5, 2024

To: Dorothy Wisniewski, City Manager

From: Jeff Rogers, AICP, Director of Community and Economic Development *JWR*  
David Anderson, Chief of Police *DA*

Cc: Stewart Weiss, Partner, Elrod Friedman, General Counsel

Subject: Amendments to City Code Prohibiting the Sale of Illicit THC Products and Kratom

**Issue:** There has been a proliferation of retail stores in the City and surrounding communities offering unregulated and untested products derived from industrial hemp as well as a separate botanical ingredient called Kratom. These products are touted as alternatives to cannabis that produce similar intoxicating effects, but are not regulated, inspected, or taxed in the same manner as legal cannabis.

**Analysis:** In 2019, the General Assembly adopted the Cannabis Regulation and Tax Act (“*CRTA*”), which legalized the cultivation, sale, and consumption of cannabis in the state of Illinois. The *CRTA*, along with its predecessor, the Compassionate Use of Medical Cannabis Act (“*Medical Use Act*”), required that cannabis only be grown, processed, and sold by facilities licensed by the State of Illinois. Licensed cannabis growers, processors, and dispensaries are required to abide by strict regulations governing the quality, potency, and purity of cannabis. Legally sold cannabis is required to be free of harmful pesticides and dangerous additives. Cannabis cannot be sold to persons under 21, with the limited exception of certain persons with qualifying medical conditions under the *Medical Use Act*.

Although “cannabis” and “hemp” are commonly referred to as separate plants, they are distinct strains of the same plant – *Cannabis Sativa*. The significant physical difference between the two strains is the concentration of delta-9 tetrahydrocannabinol (Delta-9 THC) in the plant on a dry weight basis. If a cannabis sativa plant has a concentration of 0.3% or less Delta-9 THC, it is legally considered hemp, or “industrial hemp.” Conversely, the plant has a concentration of more than 0.3% Delta-9 THC it is considered cannabis and subject to regulation under the *CRTA* or the *Medical Use Act*.

The 2018 Federal Farm Bill legalized the cultivation of industrial hemp on the assumption that the plant was psychoactively inert and could not be used for intoxicating purposes. However, a cannabis sativa plant can include up to 100 different naturally occurring chemical compounds, called “cannabinoids.” Although Delta-9 THC is the most commonly known cannabinoid to produce an intoxicating effect, other cannabinoids that naturally occur in both “industrial hemp” and “cannabis” can also produce intoxicating or psychoactive effects.

Over the past few years, products synthesized from legally grown industrial hemp have been marketed as having similar effects to cannabis thanks to higher concentrations of other cannabinoids, including Delta-8 THC, Delta-10 THC, and THC-0. Because these products are derived or synthesized from industrial hemp, they fall into a legal gray area unregulated by the CRTA or the Medical Use Act. Further, these products are not included in the Federal Drug Schedules established by the Controlled Substances Act.

Although there have been various legislative proposals at both the state and federal levels, there is no general prohibition on production or sale of these unregulated THC products, although many municipalities have recently imposed local bans on these products. City staff has observed a number of retail business throughout the city offering these products, as well as products derived from Kratom, a botanical substance from Southeast Asia. Some of these businesses appear similar to licensed cannabis dispensaries and consumer confusion is likely.

City staff has determined that the sale of unregulated THC products and Kratom in the City is not beneficial to the City or its residents. These products are not tested for pesticides or other adulterating substances, are not measured for potency, and are not subject to the state and local taxes imposed on legal cannabis. The sale of these products does not benefit the health, safety or welfare of the City’s residents or the City as a whole.

**City Council Action:** The City Council should consider whether to adopt an ordinance amending Title 5 of the City Code to prohibit the sale of “Illicit THC Products” and Kratom. General Counsel has prepared a draft ordinance that implements such a ban after a waiting period to allow existing retailers to dispose or sell their current stock of product. The City Council should determine how long of a delay in the effective date of the sales ban would be appropriate. It should be noted that nothing in the proposed ordinance would prohibit the establishment of a cannabis dispensary that is fully licensed by the state Department of Finance and Professional Regulation from opening and operating in the City.

**Attachment:** Ordinance M-8-24

**CITY OF DES PLAINES**

**ORDINANCE M - 8 - 24**

**AN ORDINANCE AMENDING TITLE 5 OF THE CITY CODE TO PROHIBIT THE SALE OF ILLICIT THC PRODUCTS AND KRATOM.**

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

**WHEREAS**, Title 5 of the City Code of the City of Des Plaines, as amended ("*City Code*"), entitled "Public Health and Safety," sets forth various regulations to protect and preserve the public health, safety, and welfare; and

**WHEREAS**, the City Council has noted the proliferation of retail stores selling products containing potentially intoxicating ingredients including synthesized THC and Kratom that are largely unregulated at the state and federal level; and

**WHEREAS**, the City Council has determined that it would be in the best interest of the City, its residents, and the general health, safety, and welfare of the public, to prohibit the retail sale of products that include synthesized THC and Kratom; and

**WHEREAS**, the City Council desires to amend Title 5 of the City Code, to add a new Chapter 9 prohibiting the sale of Illicit THC products and Kratom throughout the City (the "*Proposed Amendment*"); and

**WHEREAS**, the City Council has determined that it will serve and be in the best interests of the City and its residents to approve the Proposed Amendment;

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

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

**SECTION 2: PROHIBITION OF SALE OF ILLICIT THC PRODUCTS AND KRATOM** Title 5, titled "Public Health and Safety," of the City Code is hereby amended by adding a new Chapter 9, which shall be and read as follows:

"CHAPTER 9

SALE OF ILLICIT THC PRODUCTS AND KRATOM PROHIBITED

5-9-1. – DEFINITIONS

For the purposes of this Chapter, the following terms have the meanings ascribed to them in this section unless different meanings are plainly indicated by the context:

**KRATOM:** Any parts of the plant *mitragyna speciosa*, whether growing or not, and any compound, manufacture, salt, derivative, mixture, or preparation of that plant, including but not limited to mitragynine and 7-hydroxymitragynine.

**SYNTHESIZED THC:** Tetrahydrocannabinol synthesized in a laboratory or by industry using directed or biosynthetic chemistry rather than traditional food preparation techniques such as heating or extracting.

**ILLICIT THC PRODUCT:** Any product, material, compound, isomer, acid, salt, mixture, or preparation:

- (a) Used or intended for human consumption;
- (b) That is not made, manufactured, sold, given away, bartered, exchanged, distributed, furnished, marketed, advertised, or otherwise held out for sale by cannabis business establishments duly licensed under the Compassionate Use of Medical Cannabis Program Act (410 ILCS 130/1, et seq.) or the Cannabis Regulation and Tax Act (410 ILCS 705/1-1, et seq.); and
- (c) That contains: (1) any amount of synthesized tetrahydrocannabinol (THC) of any kind, inclusive of acid forms, regardless of name, and including but not limited to THC-O, delta-8 tetrahydrocannabinol, and delta-10 tetrahydrocannabinol, (2) a total delta-9 tetrahydrocannabinol content concentration level in excess of 0.3% on a dry weight basis, (3) a total delta-9 tetrahydrocannabinol content in excess of 0.5 milligrams per labeled serving or individual unit or 2.5 milligrams per package regardless of the number of labeled servings or individual units therein, or (4) kratom, as that term is defined in Section 5(a) of the Illinois Kratom Control Act, 720 ILCS 642/5(a), as may be amended.

**TOTAL DELTA-9 THC CONTENT:** The value determined after the process of decarboxylation, or the application of a conversion factor if the testing methodology does not include decarboxylation, that expressed the potential total delta-9 tetrahydrocannabinol content derived from the sum of the THC and THCA content and reported on a dry weight basis, to be calculated either by using a chromatograph technique using heat, such as gaschromatography, through which THCA is converted from its acid form to its neutral form, or by using a liquid chromatograph technique, which keeps the THCA intact, and using the following conversion: [Total THC = (0.877 x THCA) + THC] which calculates the potential total THC in a given sample.

5-9-2 SALE OF ILLICIT THC PRODUCTS AND KRATOM PROHIBITED:

It shall be unlawful for any retail establishment to sell, or offer for sale offer for sale, give away, or deliver any illicit THC product or kratom.

5-9-3 PENALTIES:

Any person and/or retail business whose agent or employee violates this Section shall be fined not less than \$200.00 and not more than \$750.00 for each offense, and every day on which a violation occurs or continues shall be considered a separate and distinct offense. In addition, a violation of this prohibition shall be considered a nuisance in fact and a clear and present danger to the public health, safety, or general welfare, constituting grounds for suspension or revocation of a business license pursuant to Section 4-2-11 of this code.”

**SECTION 3: EFFECTIVE DATE.** This Ordinance shall be in full force and effect [60 days] after its passage, approval, and publication in pamphlet form.

[SIGNATURE PAGE FOLLOWS]

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

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

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

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**MAYOR**

ATTEST:

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**