



CITY COUNCIL AGENDA

Tuesday, January 17, 2017

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

CLOSED SESSION

PERSONNEL

REGULAR SESSION

ROLL CALL

PRAAYER

PLEDGE OF ALLEGIANCE

RECOGNITION

POLICE DEPARTMENT – NEW HIRES

- GABRIEL HALLAS
- DALE JEON
- MYLES KLEIN
- RYNE KORBUS
- BRIAN MARESCO
- DANIEL MURPHY
- JEFF VON MOSER
- NICHOLAS ZEFELDT

SWEARING-IN CEREMONY

FIRE DEPARTMENT – NEW HIRE

- DAVID LENO

CITIZEN PARTICIPATION

(matters not on the Agenda)

CITY CLERK ANNOUNCEMENTS

ALDERMEN ANNOUNCEMENTS

CLOSED SESSION ACTION: TO BE REPORTED OUT IF NECESSARY

CONSENT AGENDA

1. Approve the Purchase of Replacement Parkway Trees from Participating STC Nurseries and Planting Labor through the West Central Municipal Conference – Suburban Tree Consortium, 2000 Fifth Avenue, River Grove, IL in the Not-to-Exceed Amount of \$300,000 for Spring and Late Summer Plantings to be Funded from General Fund, Street Maintenance Division, Tree Plantings
 - 1a. **RESOLUTION R-6-17:** A Resolution Authorizing the Purchase and Planting of Trees through the West Municipal Conference Suburban Tree Consortium
2. Approve the Three-Year Expenditure of Aggregate Materials and Spoils Disposal Contract with MQ Sewer and Water Contractors, Inc., 4323 North Central Avenue, Chicago, IL in the Amount of \$125,380 for 2017. Budgeted Funds – Streets and Grounds Maintenance/Water Systems Maintenance/Sewer Systems Maintenance.
 - 2a. **RESOLUTION R-7-17:** A Resolution Authorizing the Expenditure of Funds Under a Contract with MQ Sewer and Water Contractors, Inc.
3. Approve Professional Services Consultant Contract Renewal with Kane, McKenna and Associates, Inc. at a Not-to-Exceed Annual Cost of \$44,000
 - 3a. **RESOLUTION R-8-17:** A Resolution Approving a Professional Services Agreement with Kane, McKenna, and Associates, Inc. for TIF Consulting Services
4. Approve Contract with Municipal GIS Partners, Inc., 701 Lee Street, Des Plaines, IL in an Amount Not-to-Exceed \$194,406.00 for Geographical Information System (GIS) Staffing and Services. Budgeted Funds – GIS General Fund.
 - 4a. **RESOLUTION R-9-17:** A Resolution Authorizing the Expenditure of Funds Under a Contract with Municipal GIS Partners, Inc., for Geographic Information System Support Services
5. Approve the 2017 Municipal Estimate of Maintenance Costs in the Amount of \$1,671,000 and Adopt the Illinois Department of Transportation (IDOT) Resolution for Maintenance of Streets and Highways
 - 5a. **RESOLUTION R-10-17:** A Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code (17-00000-00-GM)
6. Approve Purchase of Sensus Water Meters in the Amount of \$420,000 and Installation Services in the Amount of \$100,000 on an As-Needed Basis from their Authorized Distributor, HD Supply Waterworks, Ltd., 220 South Westgate Drive, Carol Stream, IL. Budgeted Funds – Water System Fund/Miscellaneous Contractual Services and Water Meters.
 - 6a. **RESOLUTION R-11-17:** A Resolution Authorizing a New Agreement with HD Supply Waterworks, Ltd., for the Purchase and Installation of Sensus Water Meters
7. Approve Professional Services Master Contract and Task Order No. 1 in the Amount of \$69,000.00 between the City of Des Plaines and Trotter and Associates, Inc., 40W201 Wasco Road, St. Charles, IL. Budgeted Funds – CIP Water/Sewer / Professional Services.
 - 7a. **RESOLUTION R-12-17:** A Resolution Approving a Master Contract with Trotter and Associates, Inc., for Professional Engineering Services and Task Order No. 1 for Upgrades at the Maple Street Water Plant
8. Authorize the City Clerk to Advertise for Bid the 2017 Restoration and Planting with Installation Contract
9. Authorize the City Clerk to Advertise for Bid the 2017-2019 Fertilizer and Weed Application Contract

10. **SECOND READING – ORDINANCE M-1-17:** An Ordinance Amending the City Code to Add One Class A Liquor License
11. Minutes/Regular Meeting – January 3, 2017
12. Minutes/Closed Session – January 3, 2017

END OF CONSENT AGENDA

COMMITTEE OF THE WHOLE

1. **FINANCE & ADMINISTRATION** – Alderman Don Smith, Chair
 - a. Warrant Register in the Amount of \$2,242,807.14 – **RESOLUTION R-14-17**
2. **COMMUNITY DEVELOPMENT** – Alderman Mike Charewicz, Chair
 - a. Class 6b Classification Renewal for 455 E. Jarvis Avenue, Des Plaines
3. **ENGINEERING** – Alderman Denise Rodd, Chair
 - a. Discussion Regarding Sidewalk Inspection and Replacement Program
4. **LEGAL & LICENSING** – Alderman Patricia Haugeberg, Chair
 - a. Resolution Amending Resolution R-179-16 to Authorize Expanded Scope of Services and to Increase the Maximum Amount of Expenditure – **RESOLUTION R-15-17** (*back-up material to follow*)

IF NO ACTION IS TAKEN UNDER NEW BUSINESS, THESE ITEMS WILL APPEAR ON THE FOLLOWING CONSENT AGENDA OR UNFINISHED BUSINESS. IF IT IS NECESSARY TO TAKE ACTION ON ANY OF THESE ITEMS THIS EVENING, THEY MUST BE REPORTED OUT BY THE COMMITTEE CHAIRMAN UNDER “NEW BUSINESS”

UNFINISHED BUSINESS

N/A

NEW BUSINESS: IF REPORTED OUT BY COMMITTEE

1. a. **RESOLUTION R-14-17:** Warrant Register in the amount of \$2,242,807.14
2. a. n/a
3. a. n/a
4. a. **RESOLUTION R-15-17:** A Resolution Amending Resolution R-179-16 to Authorize Expanded Scope of Services and to Increase the Maximum Amount of Expenditure

MANAGER’S REPORT

ALDERMEN COMMENTS

MAYORAL COMMENTS

ADJOURNMENT

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



MEMORANDUM

Date: January 4, 2017
To: Michael G. Bartholomew, City Manager
From: William Kushner, Chief of Police
Subject: New Hires-Patrol Officers

Issue: In order to fill vacancies created by retirements, ensure continuity of operations, and fill all budgeted positions, the following personnel are appointed as patrol officers:

Gabriel Hallas
Dale Jeon
Myles Klein
Ryne Korbus
Brian Maresco
Daniel Murphy
Jeff Von Moser
Nicholas Zefeldt

Recommendation: That these members are congratulated.



MEMORANDUM

Date: January 4, 2017
To: Michael Bartholomew, City Manager
From: Alan Wax, Fire Chief *AW*
Subject: Swearing-In of Firefighter/Paramedic Candidate David Leno

Issue: The Fire Department has hired new candidate David Leno. He will be starting on January 9, 2017 and we ask that he be introduced and sworn-in at the January 17th City Council meeting.

Analysis: Firefighter/Paramedic Candidate Leno will be attending the nine-week fire academy starting on January 16th.

Recommendation: I request that the Mayor swear-in Candidate Leno to his new position at the beginning of the City Council meeting on January 17, 2017; and I invite the Mayor, Aldermen, and public to join me in congratulating Candidate Leno on his appointment.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: December 23, 2016

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

From: Tom Bueser, Superintendent of General Services *AB*
Timothy Watkins, Assistant Director of Public Works and Engineering *TW*

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

Subject: Approve Purchase for Parkway Tree Planting – Suburban Tree Consortium

Issue: The approved 2017 budget includes \$300,000 in funding for the purchase and planting of parkway trees.

Analysis: The City of Des Plaines is a member of the West Central Municipal Conference – Suburban Tree Consortium (STC), which is comprised of 42 communities. The Consortium obtains competitive pricing for all members through a five year contractual program for tree purchasing and planting. This purchase is presented to the City Council as a “not to exceed” budgeted funds expenditure. The number and species of trees to be planted will be determined through resident response and planting areas already suitable for planting.

Recommendation: We recommend the purchase of replacement parkway trees from participating STC nurseries and planting labor (by their currently approved vendor-Pugsley and LaHaie) through the West Central Municipal Conference – Suburban Tree Consortium, 2000 Fifth Avenue, Bldg J, River Grove, IL 60171, in the “not to exceed amount” of \$300,000 for spring and late summer plantings to be funded from General Fund, Street Maintenance Division, Tree Plantings (100-50-530-0000.6175).

Attachments:

Resolution R-6-17
Exhibit A – STC Schedule of Prices

CITY OF DES PLAINES

RESOLUTION R - 6 - 17

A RESOLUTION AUTHORIZING THE PURCHASE AND PLANTING OF TREES THROUGH THE WEST MUNICIPAL CONFERENCE SUBURBAN TREE CONSORTIUM.

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 \$300,000 in the Street Maintenance Division Tree Plantings Fund for use by the Department of Public Works and Engineering during the 2017 fiscal year for the procurement of trees and tree planting services; and

WHEREAS, the City is a member of the West Central Municipal Conference Suburban Tree Consortium ("*Consortium*"), a group of 42 communities created to obtain competitive pricing for the purchase of trees and the procurement tree planting services; and

WHEREAS, the City desires to purchase trees through the Consortium that will be planted in parkways throughout the City; and

WHEREAS, sufficient funds have been appropriated to purchase and plant the trees; and

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

WHEREAS, the City Council has determined that it is in the best interest of the City to: purchase trees from nurseries selected by the Consortium (collectively, the "*Consortium Nurseries*"); and (ii) to procure tree planting services through the landscaping contractor selected by the Consortium, Pugsley and Lahaie, Ltd. ("*P&L*"), all in accordance with the schedule of prices attached to this Resolution as **Exhibit A** ("*Schedule of Prices*") and in the total not-to-exceed amount of \$300,000;

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

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

SECTION 2: AUTHORIZATION TO PROCURE. The City Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to complete the purchase of trees from the Consortium Nurseries and the procurement of tree planting services from P&L in accordance with the Schedule of Prices and in a total amount not to exceed \$300,000.

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

PASSED this ___ day of _____, 2017.

APPROVED this ___ day of _____, 2017.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Purchase of Trees West Municipal Conference Suburban Tree Consortium 2017

Beaver Creek Nursery Prices for the Suburban Tree Consortium

COMMON NAME	BOTANIC NAME	Planting Season	Fall 2014 / Spring 2015		Fall 2015/ Spring 2016		Fall 2016/ Spring 2017		Fall 2017/ Spring 2018		Fall 2018/ Spring 2019	
			2"	3"	2.5"	3"	2"	3.5"	2"	3"	2.5"	3"
Miyabe maple	Acer miyabei State Street™	Spring/Fall	155	175	195	185	165					
Norway maple	Acer platanoides 'Royal Red'	Spring/Fall	175	200						217	241	199
Red maple	Acer rubrum Red Sunset™	Spring/Fall					160			217	248	303
	Acer rubrum Redpointe™	Spring/Fall			135	150						
Sugar maple	Acer saccharum Autumn Faith™	Spring/Fall	195	220								
	Acer saccharum Green Mountain™	Spring/Fall	165	185	210	240	175	195	220	250	185	205
	Acer saccharum Flax Mill Majesty	Spring/Fall	165	185	210	240	175	195	220	250	230	270
Three Flower Maple	Acer saccharum Fall Fiesta®	Spring/Fall	165	185	210	240	175	195	220	250	230	270
Truncatum x platanoides	Acer triflorum	Spring/Fall	210	240								
	Acer t. x p. Crimson Sunset®	Spring/Fall	180									
Freeman maple	Acer x freemanii Autumn Blaze®	Spring/Fall	170	195								
	Acer x freemanii Marmo™	Spring/Fall		230								
Yellow Buckeye	Aesculus flava	Spring/Fall	180	205	240	275	195					
Ohio buckeye	Aesculus glabra	Spring/Fall				195						
Horsechestnut	Aesculus hippocastanum 'Baumannii'	Spring/Fall	150									
Service Berry	Amelanchier g. 'Forest Prince'	Spring/Fall										
European Hornbeam	Carpinus betulus 'Fastigiata'	Spring	270	305								
American hornbeam	Carpinus caroliniana	Spring	195	227	262	297	205	237	275	307	220	250
	Carpinus caroliniana 'Firespire'	Spring	143	158	178	193	180	165	188	203	230	250
Common hackberry	Celtis occidentalis	Spring										
	Celtis occidentalis Chicagoland®	Spring										
	Celtis occidentalis Prairie Sentinel®	Spring										
Redbud	Cercis canadensis	Spring	198	218	238	285						
Katsuratrie	Cercidiphyllum japonicum	Spring/Fall	246									
Yellowwood	Cladrastis kentukea	Spring/Fall										
Dogwood	Cornus controversa June Snow™	Spring/Fall	210	235								
Corneliancherry	Cornus mas 'Golden Glory'	Spring/Fall	200									
	Cornus mas 'Spring Glow'	Spring/Fall	200									
	Cornus mas 'Spring Glow'	Spring/Fall	200									
Turkish Filbert	Corylus colurna	Spring/Fall	165	179								
Thornless Hawthorn	Crataegus c.v.i. Crusader®	Spring/Fall	235	265	295	335	245	275	305	345	235	
Green Hawthorn	Crataegus viridis 'Winter King'	Spring/Fall	235	265	295	335	245	275	305	345	235	
American Beech	Fagus grandifolia	Spring	335	385	260	275	345	395	275	345	380	380
European Beech	Fagus sylvatica 'Riversii'	Spring/Fall	250	275	325	375	262	290	340	390	275	345
Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring/Fall	250	275	325	375	262	290	340	390	275	345
	Ginkgo biloba 'Golden Globe'	Spring/Fall	250	275	325	375	262	290	340	390	275	345
	Ginkgo biloba 'Magyar'	Spring/Fall	250	275	325	375	262	290	340	390	275	345
	Ginkgo biloba Presidential Gold™	Spring/Fall	250	275	325	375	262	290	340	390	275	345
	Ginkgo biloba 'Princeton Sentry'	Spring/Fall	250	275	325	375	262	290	340	390	275	345
	Ginkgo biloba 'Samurai™'	Spring/Fall	250	275	325	375	262	290	340	390	275	345
	Ginkgo biloba 'Saratoga'	Spring/Fall	250	275	325	375	262	290	340	390	275	345
	Ginkgo biloba 'Shangri-la®'	Spring/Fall	250	275	325	375	262	290	340	390	275	345
Honeylocust	Gleditsia triacanthos Skyline™	Spring/Fall	145	169	175	210	150	175	180	220	160	185
narrow upright	Gleditsia t. Street Keeper®	Spring/Fall	155									
Kentucky coffeetree	Gymnocladus dioica	Spring/Fall	158	190	230							

Beaver Creek Nursery Prices for the Suburban Tree Consortium

COMMON NAME	BOTANIC NAME	Planting Season	Fall 2014 / Spring 2015			Fall 2015/ Spring 2016			Fall 2016/ Spring 2017			Fall 2017/ Spring 2018			Fall 2018/ Spring 2019					
			2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"		
	Gymnocladus dioica 'Espresso'	Spring/Fall	191	225	268	198	235	268	200	230	290	340	230	260	295	355	235	265	300	355
	Gymnocladus dioica Prairie Titan™	Spring/Fall	191	225	268	198	235	268	200	230	290	340	230	260	295	355	235	265	300	355
	Gymnocladus 'Kentucky Colonel'	Spring/Fall	191	225	268	198	235	268	200	230	290	340	230	260	295	355	235	265	300	355
Crabapple	Malus 'Coralburst'	Spring/Fall	85	97		102	115		120	145	105	120	135	145	120	130	140	150	150	150
	Malus Firebird®	Spring/Fall	85	97		102	115		120	145	105	120	135	145	120	130	140	150	150	150
	Malus 'Prairiefire'	Spring/Fall	85	97	108	124	115	135	108	124	145	105	120	135	145	120	130	140	150	150
	Malus 'Red Peacock'	Spring/Fall	108	124		115	135		108	124	145	105	120	135	145	120	130	140	150	150
	Malus 'Red Jewel'	Spring/Fall	97	108	124	115	135		108	124	145	105	120	135	145	120	130	140	150	150
	Malus 'Royal Raindrops'	Spring/Fall			124	115	135		108	124	145	105	120	135	145	120	130	140	150	150
Dawn Redwood	Metasequoia g. 'Jack Frost'	Spring/Fall	189	205		215	235		145	105	120	135	145	120	130	140	150	150	150	150
	Metasequoia g. 'Spring Cream'	Spring/Fall	189	205		215	235		145	105	120	135	145	120	130	140	150	150	150	150
Ironwood (hophornbeam)	Ostrya virginiana	Spring	198	230	255	285	208	240	225	265	300	245	285	320	360	255	295	330	370	370
London planetree	Platanus x acerifolia Exclamation™	Spring	199	225			210	235	252	270	292	247	280	298	325	256	290	310	335	335
	Platanus x acerifolia Ovation™	Spring	199	225			210	235	252	270	292	247	280	298	325	256	290	310	335	335
Pear cultivars	Pyrus calleryana Chanticleer®	Spring	149	160	204	226	160	180	165	185	218	240	175	195	230	250	185	205	240	260
	Pyrus calleryana Jack®	Spring	160	180	215	235	165	185	175	195	225	250	190	210	240	265	205	225	260	280
Swamp white oak	Quercus bicolor	Spring	195	220	260	280	205	235	215	240	285	325	225	250	295	335	240	265	310	345
Hills oak	Quercus ellipsoidalis	Spring	260	280					215	240	285	325	225	250	295	335	240	265	310	345
Bur oak	Quercus macrocarpa	Spring	200	230	280	290	205	235	215	240	285		225	250	295	335	240	265	310	345
Chinkapin Oak	Quercus muehlenbergii	Spring	195	220	260		205	235	215	240	285		225	250	295	335	240	265	310	345
English oak	Quercus robur Crimonspire™	Spring	195	220	260	280	205	235	215	240	285	300	225	250	295	335	240	265	310	345
	Quercus robur x bicolor Regal Prince®	Spring	200	230	265	290	205	235	215	240	285	300	225	250	295	335	240	265	310	345
	Quercus robur x bicolor Heritage®	Spring	195	220	260	280	205	235	215	240	285	300	225	250	295	335	240	265	310	345
Red oak	Quercus rubra	Spring	195	220	260	280	205	235	215	240	285	300	225	250	295	335	240	265	310	345
Swamp bur oak hybrid	Quercus x schuettii	Spring	195	220	260		205	235	215	240	285	300	225	250	295	335	240	265	310	345
macrocarpa x alba	Quercus x Jordan Street®	Spring					205	235	215	240	285	300	225	250	295	335	240	265	310	345
Macr x Mueh x Robur	Quercus x Triple Crown®	Spring	200	225			205	235	215	240	285	300	225	250	295	335	240	265	310	345
Robur x bicolor	Quercus rbx Castle Green®	Spring	195	220			205	235	215	240	285	300	225	250	295	335	240	265	310	345
Robur x bicolor	Quercus rbx Kindred Spirit®	Spring	195	220	250		205	235	215	240	285	300	225	250	295	335	240	265	310	345
Black Locust	Robinia 'Chicago Blues'	Spring/Fall	205	220	260		210	240	225	255	285		235	265	295	315	245	280	310	325
Lilac	Syringa pekinensis 'Summer Charm'	Spring/Fall					199		212	240			260	290		245	280	310	325	325
	Syringa reticulata 'Ivory Silk'	Spring					199		212	240			260	290		245	280	310	325	325
Baldcypress	Taxodium distichum Brave®	Spring				272	235		245	260			255	275	295	270	290	310	310	310
American Linden	Tilia americana Legend™	Spring/Fall	115	130	160	180	125	140	140	155	185	205	150	165	195	215	165	180	210	230
	Tilia americana 'Lincoln'	Spring/Fall	115	130	160	180	125	140	140	155	185	205	150	165	195	215	165	180	210	230
Littleleaf linden	Tilia americana 'Redmond'	Spring/Fall	115	130	160	180	125	140	140	155	185	205	150	165	195	215	165	180	210	230
American Elm	Tilia x flavescens 'Glenleven'	Spring/Fall	130	160	180	180	125	140	140	155	185	205	150	165	195	215	165	180	210	230
American Elm	Ulmus americana 'Jefferson'	Spring/Fall	185				205	220	225	245			215	235	255		230	255	275	275
American Elm	Ulmus americana 'Princeton'	Spring/Fall	190	200			205	220	225	245			215	235	255		230	255	275	275
	Ulmus hollandica 'Wredei'	Spring/Fall	175	185			205	220	225	245			215	235	255		230	255	275	275
Hybrid Elm	Ulmus Accolade™	Spring/Fall	185	190	200	200	195	205	205	225	245	265	215	235	255	275	230	255	275	295
	Ulmus Triumph™	Spring/Fall	185	195	200	200	195	205	205	225	245	265	215	235	255	275	230	255	275	295

Baerson inc

COMMON NAME	SCIENTIFIC/ CULTIVARS (* Listed name is tradename used for marketing which may be different than true cultivar name)	Planting Season	Fall/2013/ Spring 2014			Fall/2014/ Spring 2015			Fall/2015/ Spring 2016			Fall/2016/ Spring 2017			Fall/2017/ Spring 2018			Fall/2018/ Spring 2019				
			1.5"	2"	2.5"	3"	1.5"	2"	2.5"	3"	1.5"	2"	2.5"	3"	1.5"	2"	2.5"	3"	1.5"	2"	2.5"	3"
Freeman maple	Acer x freemanii 'Autumn Blaze' *	Spring, Fall			170	185	200	170	185	200	170	185	200	170	185	200	170	185	200	170	185	200
Miyabel Maple	Acer miyabei 'State Street'	Spring, Fall			170	219	269	170	219	269	170	219	269	170	219	269	170	219	269	170	219	269
Red maple	Acer rubrum 'Red Sunset'	Spring, Fall			163	189	229	163	189	229	163	189	229	163	189	229	163	189	229	163	189	229
Sugar maple	Acer saccharum 'Green Mountain'	Spring, Fall			165	210	240	165	210	240	165	210	240	165	210	240	165	210	240	165	210	240
Crescendo Sugar Maple	Acer saccharum 'Morton'	Spring, Fall			226	247		226	247		226	247		226	247		226	247		226	247	
Ohio buckeye	Aesculus glabra	Spring, Fall			163	195		163	195		163	195		163	195		163	195		163	195	
Red horsechestnut	Aesculus x carnea 'Briotti'	Spring, Fall			190	245		190	245		190	245		190	245		190	245		190	245	
Yellow buckeye	Aesculus octandra	Spring, Fall			195	250		195	250		195	250		195	250		195	250		195	250	
American hornbeam	Amelanchier laevis 'Snowcloud'	Spring, Fall			123			123			123			123			123			123		
European hornbeam	Carpinus betulus	Spring			190	245		190	245		190	245		190	245		190	245		190	245	
Northern catalpa	Catalpa speciosa	Spring, Fall			157	175		157	175		157	175		157	175		157	175		157	175	
Common hackberry	Celtis occidentalis	Spring, Fall			130	160		130	160		130	160		130	160		130	160		130	160	
Yellowwood	Cladrastis lutea	Spring, Fall			175			175			175			175			175			175		
Cockspur hawthorn	Crataegus crusgalli 'Inermis'	Spring, Fall			173	210		173	210		173	210		173	210		173	210		173	210	
Green hawthorn	Crataegus viridis 'Winter King'	Spring, Fall			164	139		164	139		164	139		164	139		164	139		164	139	
Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring, Fall			161	230		161	230		161	230		161	230		161	230		161	230	
Honeylocust	Ginkgo biloba 'Princeton Sentry'	Spring, Fall			170	229	263	170	229	263	170	229	263	170	229	263	170	229	263	170	229	263
	Gleditsia triacanthos 'Shademaster'	Spring, Fall			170	229	263	170	229	263	170	229	263	170	229	263	170	229	263	170	229	263
Kentucky coffeetree	Gymnocladus dioica 'Skyline' *	Spring, Fall			165	210	240	165	210	240	165	210	240	165	210	240	165	210	240	165	210	240
	Gymnocladus dioica 'Espresso'	Spring, Fall			175			175			175			175			175			175		
Tuliptree	Liriodendron tulipifera	Spring			173			173			173			173			173			173		
Crabapple selections	Malus 'Adams'	Spring, Fall			100	121		100	121		100	121		100	121		100	121		100	121	
	Malus floribunda	Spring, Fall			121	147		121	147		121	147		121	147		121	147		121	147	
	Malus 'Golden Rain Drops'	Spring, Fall			95	115	125	95	115	125	95	115	125	95	115	125	95	115	125	95	115	125
	Malus 'Prairifire'	Spring, Fall			100	121	131	95	115	125	95	115	125	95	115	125	95	115	125	95	115	125
	Malus 'Profusion'	Spring, Fall			95	115	125	95	115	125	95	115	125	95	115	125	95	115	125	95	115	125
	Malus 'Red Jewel'	Spring, Fall			116	137		116	137		116	137		116	137		116	137		116	137	
	Malus 'Snowdrift'	Spring, Fall			95	115		95	115		95	115		95	115		95	115		95	115	
	Malus 'Sugar Tyme' *	Spring, Fall			95	115		95	115		95	115		95	115		95	115		95	115	
Black tupelo	Nyssa sylvatica	Spring			189			189			189			189			189			189		
Ironwood (hophornbeam)	Ostrya virginiana	Spring			198			198			198			198			198			198		
Chokecherry	Prunus virginiana 'Schubert'	Spring, Fall			189	220		189	220		189	220		189	220		189	220		189	220	
White oak	Quercus alba	Spring			189	220		189	220		189	220		189	220		189	220		189	220	
Swamp white oak	Quercus bicolor	Spring			140	175	199	140	165	199	140	165	199	140	165	199	140	165	199	140	165	199
Scarlet oak	Quercus coccinea	Spring			169	217	289	169	217	289	169	217	289	169	217	289	169	217	289	169	217	289
Hills oak	Quercus ellipsoidalis	Spring			170	235	298	170	235	298	170	235	298	170	235	298	170	235	298	170	235	298
Shingle oak	Quercus imbricaria	Spring			175	209	235	175	209	235	175	209	235	175	209	235	175	209	235	175	209	235
Bur oak	Quercus macrocarpa	Spring			167	180	200	167	180	200	167	180	200	167	180	200	167	180	200	167	180	200
Chinkapin oak	Quercus muehlenbergii	Spring			156	209	250	156	209	250	156	209	250	156	209	250	156	209	250	156	209	250
Red oak	Quercus rubra	Spring			149	175	190	149	175	190	149	175	190	149	175	190	149	175	190	149	175	190
Schumard oak	Quercus shumardii	Spring			163	216	270	163	216	270	163	216	270	163	216	270	163	216	270	163	216	270
Swamp bur oak hybrid	Quercus x schuettli	Spring			179	194	209	179	194	209	179	194	209	179	194	209	179	194	209	179	194	209
China Snow peking lilac	Syringa pekinensis 'Morton' (formerly Water)	Spring, Fall			135	163		135	163		135	163		135	163		135	163		135	163	
Japanese tree lilac	Syringa reticulata 'Ivory Silk'	Spring, Fall			175	219		175	219		175	219		175	219		175	219		175	219	
American linden	Tilia americana 'Redmond'	Spring, Fall			263			263			263			263			263			263		
Littleleaf linden	Tilia cordata 'Greenspire' *	Spring, Fall			175	219		175	219		175	219		175	219		175	219		175	219	
Hybrid elm	Ulmus 'Frontier'	Spring			175	219		175	219		175	219		175	219		175	219		175	219	
Accolade Elm	Ulmus laxwillsoniana 'Morton'	Spring, Fall			175	219	250	175	219	250	175	219	250	175	219	250	175	219	250	175	219	250
Triumph Elm	Ulmus 'Morton Glossy'	Spring, Fall			175	219	250	175	219	250	175	219	250	175	219	250	175	219	250	175	219	250
Commemoration Elm	Ulmus 'Morton Stewart'	Spring, Fall			175	219		175	219		175	219		175	219		175	219		175	219	
Danada Charm	Ulmus 'Morton Red Tip'	Spring, Fall			175	219		175	219		175	219		175	219		175	219		175	219	
Delivery Charge \$90.00/hour round trip																						
Price Changed- exceeded catalog rate > 10%																						

Hinsdale Nurseries Prices for the Suburban Tree Consortium

SCIENTIFIC/ CULTIVARS	Fall2014/Spring2015			Fall2015/Spring2016			Fall2016/Spring2017			Fall2017/Spring2018			Fall2018/Spring2019					
	2"	2.5"	3"	3.5"	3"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	
Acer miyabei 'Morton'	216	251	286	336	209	190	209	228	277	322	201	228	277	322	211	239	291	349
Acer nigrum 'Green Column'	250	261	296	353	226	214	226	220	368	444	211	231	386	466	211	231	386	466
Acer platanoides 'Columnare'	211	223	253	306	198	180	198	195	237	266	184	205	249	279	184	205	249	279
Acer platanoides 'Crimson King'	238	266	317	374	210	192	210	285	333	374								
Acer platanoides 'Deborah'	224	235	275	319	198	180	198	208	252	315	197	218	265	331	197	218	265	331
Acer platanoides 'Emerald Lustre®'	211	223	253	306	198	180	198	195	237	266	184	205	249	279	184	205	249	279
Acer platanoides 'Parkway™'	211	223	253	306	198	180	198	195	237	266	184	205	249	279	184	205	249	279
Acer rubrum 'Autumn Flame'	217	229	259	312	198	180	198	208	225	275								
Acer rubrum 'Red Sunset™'	256	267	303	364	198	180	198	208	225	275	202	218	236	289	202	218	236	289
Acer rubrum 'Redpoint™'					198	180	198	208	225	275	202	218	236	289	202	218	236	289
Acer tartaricum 'Rugged Charm'					192	192	210	244	285									
Acer saccharum 'Green Mountain®'	256	267	303	364	230	195	230	275	315	364	187	203	231	277				
Acer saccharum 'Autumn Fest'											187	203	231					
Acer saccharum 'Crescendo'	211	223	253	306	230	195	230	275	315	364	187	203	231	196	213	243	243	291
Acer x freemanii 'Autumn Blaze'																		
Acer x freemanii 'Armstrong'	192	224	244	290	198	180	198	245	285	325	181	193	204	244	190	203	214	288
Acer x freemanii 'Marmo™'	192	224	244	290	188	170	188	235	275	315	190	203	214	288	200	213	225	302
Aesculus x amoldiana 'Autumn Splendor'					245	245	284	325			274	316	361	400	274	316	361	400
Aesculus x amoldiana 'Fort McNair'					245	245	284	325			274	316	361	400	274	316	361	400
Amelanchier laevis 'Rogers'	207	233	269		207	207	233	269			210	240	284	357	210	240	284	357
Amelanchier X grand. 'Autumn Brilliance'	207	233	269		207	207	233	269			210	240	284	357	210	240	284	357
Betula Nigra	182	198	213	234	175	190	235	267			248	295	335	364	248	295	335	
Carpinus betulus 'Fastigiata'	228	268	297		198	198	238	267			273	314	358		273	314	358	
Carpinus betulus 'Frans Fontaine'											278	319	363		278	319	363	
Carpinus caroliniana	228	268	297		198	198	238	267			231	268	323	374	231	268	323	374
Catalpa speciosa	205	216	245	295	205	205	216	245	295		219	233	266	309	219	233	266	309
Celtis occidentalis	205	216	245	295	197	197	208	236	284		190	203	258	344	200	213	271	362
Celtis occidentalis 'Chicagoland'																		
Cornus mas 'Golden Glory'															215	226	255	305
Corylus colurna	210	236	272		232	232	262	304	429						225	256	294	331
Crataegus crusgalli 'Inermis'	154	188	212		174	174	198	225	245		253	284	328		253	284	328	
Crataegus viridis 'Winter King'	154	188	212		154	154	188	212	235		139	182	222	276	146	191	233	290
Fagus sylvatica 'Riversii'	347	360	399		347	347	360	399	418		418	433	480		418	433	480	
Ginkgo biloba 'Magyar'	290	350	420		233	233	256	296			251	304	370	421	264	319	389	442
Ginkgo biloba 'Princeton Sentry®'	292	350	399		233	233	256	296			251	304	370	421	264	319	389	442
Ginkgo biloba 'Woodstock'					233	233	256	296	345		251	304	370	421	264	319	389	442
Gleditsia triacanthos 'Shademaster®'	218	230	258	309	178	178	191	236	285		164	179	193	236				
Gleditsia triacanthos 'Skyline®'	218	230	258	309	178	178	191	236	285		164	179	193	236				
					178	178	191	236	285		164	179	193	236	172	188	203	248
					178	178	191	236	285		164	179	193	236	172	188	203	248

Hinsdale Nurseries Prices for the Suburban Tree Consortium

Gymnocladus dioica	Spring/Fall	251	263	315	364	220	236	290	355	253	271	294	366	253	271	294	366	253	271	294	366	253	271	294	366
Gymnocladus dioica 'Espresso'	Spring/Fall																								
Liriodendron tulipifera	Spring					280	293	313	354	265	291	296	335	265	291	296	335	265	291	296	335	265	291	296	335
Malus 'Adams'	Spring/Fall	114	132	150		117	135	148		135	147	167	187	135	147	167	187	142	154	175	196	142	154	175	196
Malus 'Donald Wyman'	Spring/Fall	114	132	150		117	135	148		135	147	167	187	135	147	167	187	142	154	175	196	142	154	175	196
Malus 'Royal Rain Drops'	Spring/Fall																								
Malus 'Louisa'	Spring/Fall	114	132	150		128	149	169	248	135	147	167	187	135	147	167	187	142	154	175	196	142	154	175	196
Malus 'Prairiefire'	Spring/Fall	114	132	150		117	135	148	0	135	147	167	187	135	147	167	187	142	154	175	196	142	154	175	196
Malus 'Purple Prince'	Spring/Fall																								
Malus 'Jewelcote'	Spring/Fall	114	132	150		117	135	148	0	135	147	167	187	135	147	167	187	142	154	175	196	142	154	175	196
Malus 'Snowdrift'	Spring/Fall	114	132	150		117	135	148	0	135	147	167	187	135	147	167	187	142	154	175	196	142	154	175	196
Malus 'Spring Snow'	Spring/Fall	114	132	150		117	135	148	0	135	147	167	187	135	147	167	187	142	154	175	196	142	154	175	196
Malus 'Sutgزام'	Spring/Fall																								
Malus X zumi var. Calocarpa	Spring/Fall	114	132	150		117	135	148	0	135	147	167	187	135	147	167	187	142	154	175	196	142	154	175	196
Ostrya virginiana	Spring	222	235	275		212	235	275	0	266	283	330		266	283	330		266	283	330		266	283	330	
Platanus x acerifolia 'Morton Circle'	Spring	192	224	244		185	215	235	280	213	271	289	325	213	271	289	325	213	271	289	325	213	271	289	325
Pyrus calleryana 'Holmford'	Spring	193	207	237		193	207	237	305	216	290	324	351	216	290	324	351	216	290	324	351	216	290	324	351
Pyrus calleryana 'Cleveland Select'	Spring	193	207	237		193	207	237	305	216	290	324	351	216	290	324	351	216	290	324	351	216	290	324	351
Quercus acutissima	Late Spring	252	268	314		219	233	271	320	246	319	369	438												
Quercus bicolor	Late Spring	252	268	314		219	233	271	320	246	319	369	438												
Quercus imbricaria	Late Spring	252	268	314		219	233	271	320	246	319	369	438												
Quercus macrocarpa	Late Spring	252	268	314		219	233	271	320	246	319	369	438												
Quercus muhlenbergii	Late Spring	252	268	314		219	233	271	320	246	319	369	438												
Quercus palustris	Late Spring	206	216	245		187	196	219	261	199	214	243	310												
Quercus rubra	Late Spring	252	268	314		219	233	271	320	246	319	369	438												
Quercus robur 'Long'	Late Spring																								
Quercus robur 'Heritage'	Late Spring																								
Salix alba 'Tristis'	Late Spring	179	188	230		166	178	205	243	158	169	194	230	158	169	194	230	158	169	194	230	158	169	194	230
Syringa pekinensis 'Morton'	Spring/Fall	193	217	242		186	218	254	267	174	206	256	294	174	206	256	294	174	206	256	294	174	206	256	294
Syringa pekinensis 'Zhang Zhiming'	Spring/Fall																								
Syringa reticulata 'Ivory Silk'	Spring/Fall	193	217	242		198	223	259	0	225	256	294	331	225	256	294	331	225	256	294	331	225	256	294	331
Taxodium distichum	Late Spring	171	186	225		186	206	248	287	213	233	248	280	213	233	248	280	213	233	248	280	213	233	248	280
Taxodium distichum 'Mickelson'	Late Spring																								
Tilia americana 'Continental Appeal'	Spring/Fall	192	205	228		192	205	228	267	158	173	201	243	166	182	211	255	174	191	222	268	174	191	222	268
Tilia americana 'McK-Sentry'	Spring/Fall	192	205	228		192	205	228	267	158	173	201	243	166	182	211	255	174	191	222	268	174	191	222	268
Tilia americana 'Redmond'	Spring/Fall	192	205	228		192	205	228	267	158	173	201	243	166	182	211	255	174	191	222	268	174	191	222	268
Tilia x flavescens 'Glenleven'	Spring/Fall	192	205	228		192	205	228	267	158	173	201	243	166	182	211	255	174	191	222	268	174	191	222	268
Tilia cordata 'Greenspire®'	Spring/Fall	192	205	228		192	205	228	267	158	173	201	243	166	182	211	255	174	191	222	268	174	191	222	268
Tilia tomentosa 'Sterling®'	Spring/Fall	192	205	228		192	205	228	267	158	173	201	243	166	182	211	255	174	191	222	268	174	191	222	268
Ulmus 'Morton'	Spring/Fall	202	213	237		198	213	237	278	219	231	248	281	219	231	248	281	219	231	248	281	219	231	248	281
Ulmus 'Morton Glossy'	Spring/Fall	202	213	237		198	213	237	278	219	231	248	281	219	231	248	281	219	231	248	281	219	231	248	281

POSSIBILITY PLACE NURSERY PRICING FOR SUBURBAN TREE CONSORTIUM

COMMON NAME	SCIENTIFIC/ CULTIVARS	FALL 2014/SPRING 2015			FALL 2015/SPRING 2016			FALL 2016/SPRING 2017			FALL 2017/SPRING 2018			FALL 2018/SPRING 2019		
		1.5"	2"	2.5"	1.5"	2"	2.5"	1.5"	2"	2.5"	1.5"	2"	2.5"	1.5"	2"	2.5"
Ohio Buckeye	Aesculus glabra	\$125.00	\$140.00		\$125.00	\$140.00	\$145.00	\$160.00	\$145.00	\$160.00	\$145.00	\$160.00	\$160.00	\$180.00		
Northern Catalpa	Catalpa speciosa	\$110.00	\$130.00		\$110.00	\$130.00	\$130.00	\$150.00	\$130.00	\$150.00	\$130.00	\$150.00	\$145.00	\$170.00		
Common Hackberry	Celtis occidentalis	\$110.00	\$135.00		\$110.00	\$135.00	\$130.00	\$155.00	\$130.00	\$155.00	\$130.00	\$155.00	\$145.00	\$170.00		
Blue Ash	Fraxinus quadrangulata															
Kentucky Coffeetree	Gymnocladus dioica															
Butternut	Juglans cinerea															
Black Walnut	Juglans nigra															
Black Tupelo	Nyssa sylvatica															
Ironwood (Hophornbeam)	Ostrya virginiana	\$115.00	\$150.00		\$115.00	\$150.00	\$135.00	\$170.00	\$135.00	\$170.00	\$135.00	\$170.00	\$150.00	\$190.00		
Eastern White Pine	Pinus strobus															
White Oak	Quercus alba	\$120.00	\$150.00		\$120.00	\$150.00	\$140.00	\$170.00	\$140.00	\$170.00	\$140.00	\$170.00	\$155.00	\$190.00		
Swamp White Oak	Quercus bicolor	\$120.00	\$150.00		\$120.00	\$150.00	\$140.00	\$170.00	\$140.00	\$170.00	\$140.00	\$170.00	\$155.00	\$190.00		
Scarlet Oak	Quercus coccinea	\$120.00	\$150.00		\$120.00	\$150.00	\$140.00	\$170.00	\$140.00	\$170.00	\$140.00	\$170.00	\$155.00	\$190.00		
Hill's Oak	Quercus ellipsoidalis	\$120.00	\$150.00		\$120.00	\$150.00	\$140.00	\$170.00	\$140.00	\$170.00	\$140.00	\$170.00	\$155.00	\$190.00		
Shingle Oak	Quercus imbricaria	\$120.00	\$150.00		\$120.00	\$150.00	\$140.00	\$170.00	\$140.00	\$170.00	\$140.00	\$170.00	\$155.00	\$190.00		
Bur Oak	Quercus macrocarpa	\$120.00	\$150.00		\$120.00	\$150.00	\$140.00	\$170.00	\$140.00	\$170.00	\$140.00	\$170.00	\$155.00	\$190.00		
Chinquapin Oak	Quercus muhlenbergii	\$120.00	\$150.00		\$120.00	\$150.00	\$140.00	\$170.00	\$140.00	\$170.00	\$140.00	\$170.00	\$155.00	\$190.00		
Red Oak	Quercus rubra	\$120.00	\$150.00		\$120.00	\$150.00	\$140.00	\$170.00	\$140.00	\$170.00	\$140.00	\$170.00	\$155.00	\$190.00		
Swamp/Bur Oak Hybrid	Quercus x schuetti															

***ALL TREES IN THE ABOVE LISTING ARE IN 18" ROOT BAGS. ALL TREES CAN BE GROWN IN ROOT MAKER CONTAINERS FOR AN EXTRA \$15.00 PER TREE.

DELIVERY CHARGES: \$2.00 PER MILE ROUND TRIP
MINIMUM 10 TREES FOR DELIVERY

COMMON NAME	PLANTING SEASON	CULTIVARS	Fall 2014		Spring 2015		Fall 2015		Spring 2016		Fall 2016		Spring 2017		Fall 2017		Spring 2018		Fall 2018		Spring 2019	
			2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"
Hedge Maple	Spring/Sept. 15-October	Acer campestre																				
Freemanii Maple	Spring-Fall caution	Acer x freemanii 'Autumn Blaze'	150	175	150	175	150	175	150	175	150	175	150	175	150	175	184	175	184	175	185	195
	Spring-Fall caution	Acer x freemanii 'Celebration'																				
	Spring-Fall caution	Acer x freemanii 'Marmo'																				
Miyabei Maple	Spring & Fall	Acer miyabei 'State Street'	205		205				150	175	150	175	150	175	150	175	184	175	184	180	190	200
Norway Maple	Spring & Fall	Acer platanoides 'Crimson King'	185	205	235	185	205	235														
	Spring & Fall	Acer platanoides 'Deborah'																				
	Spring & Fall	Acer platanoides 'Emerald Lustre'																				
	Spring & Fall	Acer platanoides 'Emerald Queen'																				
	Spring & Fall	Acer platanoides 'Parkway'	145	155																		
	Spring & Fall	Acer platanoides 'Royal Red'	185	205	235	185	205	235														
	Spring & Fall	Acer platanoides 'Superform'	145	155																		
Red Maple	Spring-Fall caution	Acer rubrum 'Armstrong'						175														
	Spring-Fall caution	Acer rubrum 'Morgan'																				
	Spring-Fall caution	Acer rubrum 'October Glory'																				
	Spring-Fall caution	Acer rubrum 'Red Sunset'	175	195	240	175	195	240														
	Spring-Fall caution	Acer rubrum 'Red Point'						175														
Sugar Maple	Spring & Fall	Acer saccharum 'Bonfire'																				
	Spring & Fall	Acer saccharum 'Arrowhead'																				
	Spring & Fall	Acer saccharum 'Commemoration'																				
	Spring & Fall	Acer saccharum 'Crescendo'	190	225	265	190	225	265														
	Spring & Fall	Acer saccharum 'Fall Fiesta'	190	225	265	190	225	265														
	Spring & Fall	Acer saccharum 'Green Mountain'	190	225	265	190	225	265														
Tatanan Maple	Spring & Fall	Acer tataricum 'Crimson Sunset'																				
	Spring & Fall	Acer tataricum Hot Wings																				
	Spring & Fall	Acer tataricum Rugged Charm																				
Nonparian Sunset Maple	Spring & Fall	Acer truncatum 'Norwegian Sunset'																				
Pacific Sunset Maple	Spring & Fall	Acer truncatum 'Pacific Sunset'																				
Horseshestnut	Spring & Fall	Aesculus hippocastanum 'Baumanni'																				
Red Horsechestnut	Spring & Fall	Aesculus x carnea 'Brotti'																				
Alder	Spring & Fall	Alnus glutinosa																				
Serviceberry	April-May/Fall caution	Amelanchier x grand 'Autumn Brilliance'																				
River Birch	Spring	Betula nigra 'Cully' Heritage Birch																				
	Spring	Betula nigra																				
European hornbeam	April - May only	Carpinus betulus 'Fastigiata'																				
	April - May only	Carpinus betulus 'Franz Fontaine'																				
	April - May only	Carpinus bet. Emerald Avenue																				
American hornbeam	April - May only	Carpinus caroliniana 'Blue Beech'																				
	April - May only	Carpinus caroliniana Palisade																				
	April - May only	Carpinus caroliniana Native Flame																				
Catalpa	Spring & Fall	Catalpa speciosa	175		175				175													
Common Hackberry	Spring & Fall	Celtis occidentalis	175	195	220	175	195	220														
Katsura	Spring only	Cercidiphyllum japonicum																				
Redbud	Spring only	Cercis canadensis																				
Cockspur hawthorn	April, September, October	Crataegus crus-gali var. inermis																				
Cornelian Cherry Dogwood	April, September, October	Cornus mas 'Golden Glory'																				

All highlighted items have been prebooked for existing orders and are not available.

COMMON NAME	PLATING SEASON	CULTIVARS	Fall 2014		Spring 2015		Fall 2015		Spring 2016		Fall 2016		Spring 2017		Fall 2017		Spring 2018		Fall 2018		Spring 2019			
			2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	2.0" 2.5" 3.0"	
Hazelnut	Spring	Corylus colurna												225				236						
European beech	Spring	Fagus sylvatica												245 275 315				275 289						
	Spring	Fagus sylvatica 'Dawyczkii'												245 275 315				275 289						
	Spring	Fagus sylvatica 'Riversii'												245 275 315				275 289						
	Spring	Fagus sylvatica 'Rosea-marginata'												245 275 315				275 289				275 290		
Ginkgo	Spring & Fall	Ginkgo biloba 'Autumn Gold'																						
	Spring & Fall	Ginkgo biloba 'Magyar'																						
	Spring & Fall	Ginkgo biloba 'Princeton Sentry'																						
Honeylocust	Spring & Fall	Geditsia triacanthos 'Skyline'	185	230	185	230	170	185	230	170	185	230	185	185	194	185	194	184	194	180	190	180	190	
	Spring & Fall	Geditsia triacanthos 'Street Keeper'																						
Kentucky Coffeetree	Spring & Fall	Gymnocladus dioica																						
	Spring & Fall	Gymnocladus dioica 'Expresso' *MALE*																						
Crabapple	Spring & Fall	Malus 'Golden Rain Drops'																						
	Spring & Fall	Malus 'Red Jewel'	150	175	200	150	175	200	150	175	200	150	175	200	150	175	200	150	175	200	180	190	180	190
	Spring & Fall	Malus 'Royal Rain Drops'																						
	Spring & Fall	Malus 'Prairie Fire'	150			150			150			150			150			150			180	190	180	190
	Spring & Fall	Malus 'Purple Prince'																						
Black Tupelo	Late spring only	Nyssa sylvatica																						
Ironwood (hophornbeam)	Late spring only	Nyssa sylvatica 'Wildfire'																						
	Late spring only	Ostrya virginiana																						
Planetree	Spring	Platanus 'Exclamation'	175			175			175			250												
	Spring	Platanus x. acerifolia 'Bloodgood'																						
Quacking Aspen	Spring	Populus tremuloides																						
	Late spring only	Pyrus calleryana 'Autumn Blaze'																						
Pear	Late spring only	Pyrus calleryana 'Chanticleer'																						
	Late spring only	Pyrus calleryana 'Redspire'																						
White Oak	Late spring only	Quercus alba - White																						
	Late spring only	Quercus bicolor - Swamp White																						
	Late spring only	Quercus coccinea - Scarlet																						
	Late spring only	Quercus ellipsoidalis - No. Pin/Hills																						
	Late spring only	Quercus imbricaria - Shingle																						
	Late spring only	Quercus x. Kindred Spirit																						
	Late spring only	Quercus macrocarpa - Bur																						
	Late spring only	Quercus muehlenbergii - Chinkapin																						
	Late spring only	Quercus palustris - Pin																						
	Late spring only	Quercus robur - English																						
	Late spring only	Quercus x. Regal Prince'																						
	Red Oak	Late spring only	Quercus x. Crimson Spire																					
Late spring only		Quercus rubra - Red																						
Shumard Oak	Late spring only	Quercus shumardii-Shumard Red																						
	Late spring only	Syringa reticulata 'Ivory Silk'																						
Japanese Tree Lilac	Spring, Sept., October	Shumardii																						
Bald Cypress	Late Spring only	Taxodium disticum																						
American Linden	Spring & Fall	Tilia americana 'Redmond'	180	200	225	180	200	225	180	200	225	180	200	225	180	200	225	180	200	225	175	185	195	
	Spring & Fall	Tilia cordata 'Glenleven'																						
Spring & Fall	Spring & Fall	Tilia cordata 'Greenspire'	180	200	225	180	200	225	180	200	225	180	200	225	180	200	225	180	200	225	175	185	195	
	Spring & Fall	Tilia tomentosa 'Sterling'																						
American Elm	Spring & after mid Oct.	Ulmus americana 'Princeton'																						

All highlighted items have been prebooked for existing orders and are not available.

WILSON NURSERIES PRICES FOR THE SUBURBAN TREE CONSORTIUM

COMMON NAME	PLATING SEASON	CULTIVARS	Fall 2014		Spring 2015		Fall 2015		Spring 2016		Fall 2016		Spring 2017		Fall 2017		Spring 2018		Fall 2018		Spring 2019	
			2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"
Hybrid Elm	Spring & after mid Oct.	Ulmus 'japxwisconsiniana 'morton'	175				175	190	220													
	Spring & after mid Oct.	Ulmus 'Commendation'	175				175	190	220													
	Spring & after mid Oct.	Ulmus 'Frontier'	175	190			175	190	220													
	Spring & after mid Oct.	Ulmus 'Emerald Sunshine'	190				190															
	Spring & after mid Oct.	Ulmus 'Triumph'	175				175	190	220													

All highlighted items have been prebooked for existing orders and are not available.

Planting Costs - NOT
PREVAILING

		Tree Height or Stem Caliper or Rootball Size									
		5' or 1.5"- 20-23.5"	6' or 2"- 27.5"	8' or 3"- 28-31.5"	8' or 3" or 32.9" or 3.5" or 38-41.5"	10' or 4" or 42-47.5"	12' or 4.5" or 5" or 54- 48-53.5"	56.5"	5.5" or 57- 59.5"		
Planting Costs	Fall 2014	\$62.00	\$79.00	\$86.00	\$109.00	\$136.00	\$168.00	\$192.00	\$235.00	\$380.00	
	2015	\$63.00	\$80.00	\$88.00	\$111.00	\$138.00	\$170.00	\$194.00	\$237.00	\$382.00	
	2016	\$64.00	\$82.00	\$90.00	\$113.00	\$140.00	\$172.00	\$196.00	\$239.00	\$384.00	
	2017	\$65.00	\$83.00	\$92.00	\$115.00	\$142.00	\$174.00	\$198.00	\$241.00	\$386.00	
	2018	\$66.00	\$84.00	\$93.00	\$116.00	\$143.00	\$174.00	\$199.00	\$242.00	\$387.00	
	Spring 2019	\$67.00	\$85.00	\$94.00	\$117.00	\$144.00	\$176.00	\$200.00	\$243.00	\$389.00	
Delivery Charges from Wilson, Hinsdale, Beaver Creek, McHenry, Possibility Place	Fall of 2014	\$24.00	\$26.00	\$28.00	\$33.00	\$37.00	\$50.00	\$60.00	\$68.00	\$78.00	
	2015	\$25.00	\$27.00	\$29.00	\$34.00	\$38.00	\$51.00	\$61.00	\$69.00	\$79.00	
	2016	\$26.00	\$28.00	\$30.00	\$35.00	\$39.00	\$52.00	\$62.00	\$70.00	\$80.00	
	2017	\$27.00	\$29.00	\$31.00	\$36.00	\$40.00	\$53.00	\$63.00	\$71.00	\$81.00	
	2018	\$28.00	\$30.00	\$32.00	\$37.00	\$41.00	\$54.00	\$64.00	\$72.00	\$82.00	
	Spring 2019	\$28.00	\$30.00	\$32.00	\$37.00	\$41.00	\$54.00	\$64.00	\$72.00	\$82.00	
Mulching	Fall 2014	\$7.50	\$8.00	\$8.50	\$9.00	\$9.50	\$10.00	\$11.00	\$13.50	\$15.50	
	2015	\$8.00	\$8.50	\$9.00	\$9.50	\$10.00	\$10.50	\$11.50	\$14.00	\$16.00	
	2016	\$8.50	\$9.00	\$9.50	\$10.00	\$10.50	\$11.00	\$12.00	\$14.50	\$16.50	
	2017	\$9.00	\$9.50	\$10.00	\$10.50	\$11.00	\$11.50	\$12.50	\$15.00	\$17.00	
	2018	\$9.50	\$10.00	\$10.50	\$11.00	\$11.50	\$12.00	\$13.00	\$15.50	\$17.50	
	Spring 2019	\$10.00	\$10.50	\$11.00	\$11.50	\$12.00	\$12.50	\$13.50	\$16.00	\$18.00	

Pugsley & LaHaie REGULAR/DAVIS-BACON CONTRACT Prices for the Suburban Tree Consortium (8/4/14)

Ball Size Bid On Tree Installation	5' or 1.5"	6' or 2"	7' or 2.5"	8' or 3"	9' or 3.5"	10' or 4"	12' or 4.5"	5' or 5.5"
	20 - 23.5"	24-27.5"	28-31.5"	32-37.5"	38-41.5"	42-47.5"	48-53.5"	54-56.5"
Fall 2014	61.00	78.00	84.00	108.00	135.00	157.00	191.00	234.00
2015	62.00	79.00	85.00	110.00	137.00	159.00	193.00	235.00
2016	63.00	80.00	86.00	112.00	139.00	161.00	195.00	237.00
2017	64.00	82.00	87.00	114.00	141.00	163.00	197.00	240.00
Spring 2018	65.00	84.00	89.00	117.00	143.00	165.00	199.00	243.00
Fall 2018	66.00	86.00	91.00	119.00	145.00	167.00	201.00	245.00
Delivery Fall 2014 from Wilson, Klehm and Fiore Nurseries:								
	12.00	14.00	16.00	21.00	25.00	38.00	47.00	56.00
Delivery Fall 2014 from Hinsdale, Beaver Creek and McHenry County Nurseries:								
	14.00	15.00	18.00	26.00	28.00	42.00	52.00	60.00
Delivery Fall 2014 from Possibility Place Nursery:								
	22.00	24.00	26.00	31.00	35.00	48.00	58.00	66.00
Delivery for Spring 2015 thru Spring 2016 from Wilson, Klehm and Fiore Nurseries								
	13.00	15.00	18.00	23.00	27.00	39.50	48.50	57.50
Delivery for Spring 2015 thru Spring 2016 from Hinsdale, Beaver Creek and McHenry County Nurseries:								
	16.00	17.00	20.00	28.00	30.00	44.00	54.00	61.00
Delivery for Spring 2015 thru Spring 2016 from Possibility Place Nursery:								
	24.00	26.00	28.00	33.00	37.00	51.00	61.00	68.00
Delivery for Fall 2016 thru Spring 2017 from Wilson, Klehm and Fiore Nurseries:								
	14.00	16.00	19.00	25.00	30.00	42.00	51.00	59.00
Delivery for Fall 2016 thru Spring 2017 from Hinsdale, Beaver Creek and McHenry County Nurseries:								
	17.00	19.00	22.00	30.00	32.00	48.00	57.00	65.00
Delivery for Fall 2016 thru Spring 2017 from Possibility Place Nursery:								
	25.00	28.00	31.00	36.00	41.00	53.00	65.00	71.00
Delivery from Fall 2017 thru Fall 2018 from Wilson, Klehm and Fiore Nurseries:								
	15.00	17.00	20.00	27.00	32.00	44.00	53.00	61.00
Delivery for Fall 2017 thru Fall 2018 from Hinsdale, Beaver Creek and McHenry County Nurseries:								
	18.00	21.00	24.00	32.00	34.00	50.00	60.00	64.00
Delivery for Fall 2017 thru Fall 2018 from Possibility Place Nursery:								
	26.00	30.00	33.00	38.00	43.00	55.00	68.00	74.00
Mulch Fall 2014 thru Spring 2016								
	7.50	8.00	9.00	9.50	10.00	10.50	11.50	14.00
Mulch Fall 2016 thru Fall 2018								
	8.00	9.00	10.00	11.00	12.00	12.50	13.50	16.00
Delivery Fuel Surcharge								
	Per Gallon \$3.00-\$4.00		Per Gallon \$4.01-\$5.00		Per Gallon \$5.01-\$6.00		Per Gallon \$6.01+	
Per Tree Cost	1.00	2.00	3.00	4.00	4.00	4.00	4.00	4.00

Pugsley & LaHaie, Ltd. Prevailing Wage Prices for the Suburban Tree Consortium

Revised 8/4/2014

Ball Size Bid On Tree Installation	5' or 1.5"	6' or 2"	7' or 2.5"	8' or 3"	9' or 3.5"
	20 - 23.5"	24-27.5"	28-31.5"	32-37.5"	38-41.5"
2014	123.00	142.00	172.00	215.00	274.00
2015	125.00	144.00	175.00	218.00	277.00
2016	127.00	146.00	178.00	221.00	280.00
2017	128.00	148.00	180.00	224.00	284.00
2018	129.00	150.00	182.00	226.00	287.00
Delivery from Fall 2012 thru Spring 2015 from Wilson, Klehm and Fiore Nurseries:					
	14.00	18.00	21.00	26.00	34.00
Delivery from Fall 2012 thru Spring 2015 from Hinsdale, Beaver Creek and McHenry County Nurseries:					
	17.00	21.00	26.00	31.00	40.00
Delivery from Fall 2012 thru Spring 2015 from Possibility Place Nursery:					
	24.00	28.00	32.00	39.00	44.00
Delivery from Fall 2015 thru Spring 2016 from Wilson, Klehm and Fiore Nurseries:					
	15.00	19.00	22.00	27.00	35.00
Delivery from Fall 2015 thru Spring 2016 from Hinsdale, Beaver Creek and McHenry County Nurseries:					
	18.00	22.00	27.00	32.00	41.00
Delivery from Fall 2015 thru Spring 2016 from Possibility Place Nursery:					
	25.00	29.00	33.00	40.00	45.00
Delivery from Fall 2016 thru Spring 2017 from Wilson, Klehm and Fiore Nurseries:					
	16.00	20.00	23.00	27.00	35.00
Delivery from Fall 2016 thru Spring 2017 from Hinsdale, Beaver Creek and McHenry County Nurseries:					
	19.00	23.00	28.00	33.00	42.00
Delivery from Fall 2016 thru Spring 2017 from Possibility Place Nursery:					
	26.00	30.00	34.00	41.00	46.00
Delivery from Fall 2017 thru Fall 2018 from Wilson, Klehm and Fiore Nurseries:					
	17.00	21.00	24.00	28.00	37.00
Delivery from Fall 2017 thru Fall 2018 from Hinsdale, Beaver Creek and McHenry County Nurseries:					
	20.00	24.00	29.00	34.00	43.00
Delivery from Fall 2017 thru Fall 2018 from Possibility Place Nursery:					
	27.00	31.00	35.00	42.00	47.00
Mulch Fall 2012 thru Spring 2015					
	12.00	13.00	14.00	16.00	18.00
Mulch Fall 2015 thru Spring 2016					
	13.00	14.00	15.00	17.00	19.00
Mulch Fall 2016 thru Spring 2018					
	14.00	15.00	16.00	18.00	21.00
Mulch Fall 2018					
	15.00	16.00	17.00	19.00	23.00
Delivery Fuel Surcharge					
	Per Gallon \$3.00-\$4.00	Per Gallon \$4.01-\$5.00	Per Gallon \$5.01-\$6.00	Per Gallon \$6.01+	
Per Tree Cost	1.00	2.00	3.00	4.00	

Note! Larger size trees will be quoted on a as needed basis.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: December 23, 2016

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

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

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

Subject: Aggregate Materials and Spoils Disposal Contract

Issue: The 2017 budget includes funding to purchase aggregate materials for backfilling and disposal of spoils from Public Works excavations.

Analysis: On February 17, 2015, the City approved a three-year contract with MQ Sewer and Water Contractors, Inc. for the purchase of aggregate materials and spoil disposal services. 2017 is the third and final year of the current contract. Expenditures under this contract must be approved by the City Council annually based on appropriated and budgeted funds for the current fiscal year. The original contract price for the three-year contract is \$360,005.00 with the third year being \$125,380.

Recommendation: We recommend approval of the year three expenditure of the Aggregate Materials and Spoils Disposal Contract with MQ Sewer and Water Contractors, Inc., 4323 North Central Avenue, Chicago, Illinois 60634, in the amount of \$125,380 for 2017. Funding will be from Streets and Grounds Maintenance (100-50-530-0000.6040), Water Systems Maintenance, (500-00-550-0000.6040) and (500-00-550-0000.7070.075), and Sewer Systems Maintenance (500-00-560-0000.6040) and (500-00-560-0000.7075).

Attachments:
Attachment 1 - MQ Sewer and Water Contractors, Inc. Contract
Resolution R-7-17

CITY OF DES PLAINES

CONTRACT FOR

Full Name of Bidder Aggregate Materials and Spoils Disposal
MQ Sewer and Water Contractors, Inc. dba MQ Construction Company ("Bidder")
Principal Office Address 4323 N. Central Ave, Chicago, IL 60634
Local Office Address _____
Contact Person Brent Taylor Telephone Number 773-545-4749

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

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

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

1. Work Proposal

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

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the production and furnishing of aggregate materials and disposal of spoils at the Public Works Facility located at 1111 Joseph Schwab Road, Des Plaines, Illinois (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition

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

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

2. Contract Price Proposal

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

all subcontractors and suppliers, the compensation set forth below.

- A. Schedule of Prices. For providing, performing, and completing all Work, the sum of the products resulting from multiplying the actual number of acceptable units of Unit Price Items listed in Attachment B incorporated into the Work by the Unit Price set forth in Attachment B for such Unit Price Item:

TOTAL CONTRACT PRICE (in numbers):

\$ 360,005.00

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

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

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

Invoiced Monthly

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this

Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work, and each part thereof, diligently and continuously and as directed by Owner. If this Contract is accepted, the term of this Contract shall commence on the Commencement Date and **terminate on December 31, 2017.**

4. Financial Assurance

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

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

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

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

effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience (minimum of five years), ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate,

or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

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

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

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

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

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

Bidder's Name: MQ Sewer and Water Contractors, Inc.

Doing Business As (if different): MQ Construction Company

Signature of Bidder or Authorized Agent: 

(corporate seal) Printed Name: Vito Quaranta
 (if corporation)

Title/Position: President

Bidder's Business Address: 4323 N. Central Ave.
Chicago, IL 60634

Bidder's Business Telephone: 773-545-4749 Facsimile: 773-545-6528

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

NAME	TITLE	ADDRESS
Michael A. Quaranta	Vice Pres./Secretary/Owner	4323 N. Central Ave. Chicago, IL 60634
Vito Quaranta	President / Treasurer	" "

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines ("Owner") as of January 1, 2015.

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

CITY OF DES PLAINES

Signature: _____

Printed name: Mike Bartholomew

Title: City Manager

ATTACHMENT A

SPECIFICATIONS

GENERAL OBJECTIVE

The objective of these specifications is to define the conditions under which the City of Des Plaines will purchase and have delivered various aggregate materials. Unless otherwise noted, all materials shall comply with the most recent special provisions as published by the Illinois Department of Transportation. The specifications also define conditions for furnishing trucks for hauling of debris and excavated material and define conditions under which disposal of excavated material will be made.

This three-year contract shall apply to the period from January 1, 2015 through December 31, 2017.

DELIVERY

The delivery of aggregate materials will be requested by authorized CITY personnel. Deliveries shall be made to the Public Works Building at 1111 Joseph Schwab Road and shall be completed within two working days of the placement of the order unless otherwise approved by the City. Deliveries will be accepted between 7:00 A.M. and 3:00 P.M., Monday through Friday.

PRICING

All unit pricing must include round trip cartage from your dump or production site to 1111 Joseph Schwab Road. Material specifications shall meet those described below under DESCRIPTION OF BASE UNIT PRICE ITEMS.

The CITY reserves the sole right to award contracts in the best interest of the CITY. Contract awards may be made in combinations or individually for the various divisions of work. All bidders shall prepare bids as if each division and each item were to stand by itself.

TESTING AND ACCEPTANCE

At the CITY's request, the successful bidder shall provide to the CITY sufficient quantities of the subject aggregate for the CITY to perform geotechnical tests for gradation and quality. Periodic checks of material quality will be made during the term of this contract. Any and all materials delivered and not conforming to the specifications shall be picked up and removed by the SUPPLIER at no cost to the CITY.

DESCRIPTION OF BASE UNIT PRICE ITEMS

CA-6 Crushed Gravel

This item shall consist of the production and furnishing of CA-6 crushed gravel of Class D quality, complying with the requirements of SSRB Sect 1004.

CA-6 Crushed Concrete Materials

This item shall consist of the production and furnishing of gradation CA-6 crushed concrete, complying with the requirements of SSRB Sect 1004.

CA-11 Washed Stone

This item shall consist of the production and furnishing of CA-11 washed stone, complying with the requirements of SSRB Sect 1004.

FA-02 Sand

This item shall consist of the production and furnishing of #2 sand, complying with the requirements of SSRB Sect 1003.

DISPOSAL FEES

This item shall consist of furnishing an approved and licensed dump site for disposal of excavated materials generated by the City as a result of water main breaks, sewer repairs, utility work, pavement patching, etc. There will be no concrete, asphalt, hazardous, or toxic wastes contained in the excavated materials.

ESTIMATED QUANTITIES IN 2015

(Future quantities may vary greatly and no minimum or maximum quantity is guaranteed.)

CA-6 Crushed Gravel 3,200 tons delivered

CA-6 Crushed Concrete 50 tons delivered

CA-11 Washed Stone 150 tons delivered

FA-02 Sand 850 tons delivered

Disposal 2,500 cu. yds. (of excavated materials)

2015 Aggregate Materials and Spoils Disposal
SCHEDULE OF PRICES

YEAR 1

JANUARY 1, 2015 TO DECEMBER 31, 2015

ITEM #	PAY ITEM	UNIT	TOTAL	UNIT COST	TOTAL COST
1	DELIVERY OF CA-6 CRUSHED GRAVEL (ONLY)	TON	3000	16.50	49,500.00
2	DELIVERY OF CA-6 CRUSHED CONCRETE (ONLY)	TON	50	12.50	625.00
3	DELIVERY OF CA-11 WASHED STONE (ONLY)	TON	250	21.85	5,462.50
4	DELIVERY OF FA-2 SAND (ONLY)	TON	850	14.65	12,452.50
5	PICKUP AND DISPOSAL OF SPOILS (ONLY)	C.U. YDS.	1000	19.50	19,500.00
6	PICKUP AND DISPOSAL OF SPOILS WHEN ABOVE MATERIALS ARE DELIVERED (SAME TRIP)	C.U. YDS.	2000	12.10	24,200.00
				Total Bid	\$ 111,740.00

YEAR 2

JANUARY 1, 2016 TO DECEMBER 31, 2016

ITEM #	PAY ITEM	UNIT	TOTAL	UNIT COST	TOTAL COST
1	DELIVERY OF CA-6 CRUSHED GRAVEL (ONLY)	TON	3000	18.15	54,450.00
2	DELIVERY OF CA-6 CRUSHED CONCRETE (ONLY)	TON	50	13.75	687.50
3	DELIVERY OF CA-11 WASHED STONE (ONLY)	TON	250	24.05	6,012.50
4	DELIVERY OF FA-2 SAND (ONLY)	TON	850	16.10	13,685.00
5	PICKUP AND DISPOSAL OF SPOILS (ONLY)	C.U. YDS.	1000	21.45	21,450.00
6	PICKUP AND DISPOSAL OF SPOILS WHEN ABOVE MATERIALS ARE DELIVERED (SAME TRIP)	C.U. YDS.	2000	13.30	26,600.00
				Total Bid	\$ 122,885.00

YEAR 3

JANUARY 1, 2017 TO DECEMBER 31, 2017

ITEM #	PAY ITEM	UNIT	TOTAL	UNIT COST	TOTAL COST
1	DELIVERY OF CA-6 CRUSHED GRAVEL (ONLY)	TON	3000	18.50	55,500.00
2	DELIVERY OF CA-6 CRUSHED CONCRETE (ONLY)	TON	50	14.05	702.50
3	DELIVERY OF CA-11 WASHED STONE (ONLY)	TON	250	24.55	6,137.50
4	DELIVERY OF FA-2 SAND (ONLY)	TON	850	16.40	13,940.00
5	PICKUP AND DISPOSAL OF SPOILS (ONLY)	C.U. YDS.	1000	21.90	21,900.00
6	PICKUP AND DISPOSAL OF SPOILS WHEN ABOVE MATERIALS ARE DELIVERED (SAME TRIP)	C.U. YDS.	2000	13.60	27,200.00
				Total Bid	\$ 125,380.00

\$ 360,005.00

Total Cost For Three Years

CITY OF DES PLAINES

RESOLUTION R - 7 - 17

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER A CONTRACT WITH MQ SEWER AND WATER CONTRACTORS, INC.

WHEREAS, on February 17, 2015, the City Council adopted R-31-15, approving and authorizing the execution of a three-year contract ("**Contract**") with MQ Sewer And Water Contractors, Inc. ("**Contractor**"), for the purchase and delivery of aggregate materials and the procurement of spoils disposal services (collectively, the "**Work**") when and as directed by the City; and

WHEREAS, the City and the Contractor entered into the Contract as of March 5, 2015; and

WHEREAS, the City Council appropriated funds in the Street and Grounds Maintenance, Water Systems Maintenance, and Sewer Systems Maintenance Funds for use by the Department of Public Works and Engineering during the 2017 fiscal year for the performance of the Work; and

WHEREAS, the City desires to make expenditures in the not-to-exceed amount of \$125,380 during the 2017 fiscal year for the performance of the Work by Contractor under the Contract; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the expenditure of the not-to-exceed amount of \$125,380 during the 2017 fiscal year for the performance of the Work by Contractor under the Contract;

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 hereby incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: AUTHORIZATION OF EXPENDITURE. The City Council hereby authorizes the expenditure of the not-to-exceed amount of \$125,380 during the 2017 fiscal year for the performance of the Work by Contractor under the Contract.

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

PASSED this ____ day of _____, 2017.

APPROVED this ____ day of _____, 2017.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Expenditure of Funds Under Contract with MQ Sewer and Water Contractors (2017)



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5380
desplaines.org

MEMORANDUM

Date: December 23, 2016

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

From: Michael McMahon, Community and Economic Development Director *mm*

Subject: Professional Services Consultant Contract with Kane, McKenna, and Associates, Inc.

Issue: Illinois State statute requires municipalities to submit annual Tax Increment Finance (TIF) reports for each redevelopment district to the State Comptroller 180 days after the end of the community's most recent fiscal year upon completion of the municipal audit. The City of Des Plaines' annual audit for fiscal year 2016 will be completed by June 30, 2017 with the annual TIF reports initiated immediately thereafter. TIF Annual Reports enable the public and other taxing bodies to review the status of the TIF Districts pursuant to annual intergovernmental Joint Review Board (JRB) meetings, also required by statute.

Analysis: The City continuously evaluates the performance of the TIF districts with an effort to readjust plans and goals as feasible in the current improving economy and local real estate market. Translation and expansion of financial data from the audit to these reports requires not only the technical financial knowledge and experience but long-term institutional knowledge of the TIF activities. For these reasons most Illinois municipalities, including Des Plaines, utilize a TIF consultant for reporting and conduct of the JRB meetings.

Kane, McKenna, and Associates, Inc (KMA) has historically assisted the City's preparation of the annual TIF reports. KMA also monitors Equalized Assessed Valuation (EAV) fluctuations and property tax revenue fluctuations allowing to plan TIF budgets. They have also analyzed the financial impacts of specific projects within the TIF districts and updated redevelopment plans to reflect uses currently feasible within the national economy and our local markets.

Recommendation: Given KMA's expertise and detailed knowledge of the City's TIF Districts, I recommend entering into a contract to prepare the annual TIF Reports for calendar years 2017-2018. This includes retaining KMA for TIF EAV and revenue monitoring, general redevelopment feasibility assessment and specific financial analysis for projects within our five TIF districts. The maximum annual cost is not to exceed \$44,000 per year. In previous years the full authorized amount was not expended. Those costs are budgeted within multiple line items within the city budget. The estimate is based upon the following billing schedule:

<u>Personnel</u>	<u>Hourly Rate</u>
President	\$200.00/Hour
Executive President	\$175.00/Hour
Officers	\$150.00/Hour
Associates	\$100.00/Hour
Research	\$60.00/Hour
Administrative	\$25.00/Hour

Attachments:

Attachment 1: Letter of Agreement with Kane, McKenna and Associates, Inc.

Attachment 2: Resolution to enter into a two-year TIF Consultant Contract R-8-17

Exhibit A: Professional Services Agreement

December 19, 2016



Mr. Michael McMahon, AICP
Community and Economic Development Director
City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016

**RE: Letter of Agreement – Potential City of Des Plaines Redevelopment Project
Area Designation Review/Implementation and Related TIF Services – 2017
Scope of Services**

Dear Mr. McMahon:

Kane, McKenna and Associates, Inc. (“KMA”) is prepared to assist the City of Des Plaines (the “City”) regarding professional services associated with annual TIF reports, tax increment revenue analysis, the review and analysis of proposed redevelopment project for property identified by the City (the “Project”) and over the period 2017 to 2018.

TASK 1 – ANNUAL TAX INCREMENT FINANCE (TIF) REPORTS

- 1) Work with you, the City Attorney and auditor to comply with reporting requirements on yearly TIF activity, as specified in State law.
- 2) Assist the City to prepare the necessary report components including certifications, as specified in State law.
- 3) Assist the City in preparation and delivery of the current fiscal year TIF Report to all affected taxing districts and the City Council.
- 4) Review summary data and redevelopment activities including follow-up with developer and/or business entity projects undertaken within the TIF District.
- 5) Assist you, the City Attorney and staff to prepare taxing district notices for all Joint Review Board meetings. In addition, Kane, McKenna and Associates, Inc. will assist City staff to coordinate such meetings.

Estimated costs for Task 1 are \$5,000 to \$7,000.

Mr. Michael McMahon, AICP
Page Two
December 19, 2016



TASK 2 – PROJECT REVENUE ANALYSIS (NON TIF)

KMA will assist the City in the implementation of an economic development program to review data within projects identified by the City. Services that will be provided include:

- (1) Project anticipated incremental revenues to be generated from potential development projects and judge whether such revenues are reasonable, feasible and are based on acceptable assumptions given each development project's characteristics and potential.
- (2) Provide the City with recommendations regarding proposed revenue/cost projections and the potential funding advantages and disadvantages of various public financing strategies.

Estimated costs for Task 2 are \$5,000 to \$7,000.

TASK 3 – PRELIMINARY REDEVELOPMENT PROJECT AREA/TIF AND RELATED FISCAL IMPACT REVIEW

- (1) Assist the City in investigating the funding of certain redevelopment costs related to redevelopment of the Project.
- (2) Prepare preliminary estimates of tax increment revenues and supportable public assistance.
- (3) Review the characteristics of the Project site in order to assess the potential qualification factors (strengths and weaknesses) of any identified area under Illinois law.
- (4) Prepare a preliminary analysis which assesses the pros and cons of pursuing TIF or other forms of economic incentives.

At a minimum, the Report will include the following:

- a. Review area for land use and conditions and summarize results.
- b. Establish preliminary project boundaries.
- c. Determine area qualifications pursuant to State statute.
- d. Prepare survey analysis and identify necessary documentation to support findings.

Estimated costs for Task 3 are \$5,000.

Mr. Michael McMahon, AICP
Page Three
December 19, 2016



TASK 4 – REDEVELOPMENT PLAN AND PROJECT

Under City direction complete the redevelopment plan and project required by State statute. Among other elements the redevelopment plan prepared for the City will include:

- (1) A statement of redevelopment goals and objectives.
- (2) Examination and presentation of qualification factors as required under State law.
- (3) A statement of eligible redevelopment activities the City may allow under the plan.
- (4) Presentation of estimated costs for the redevelopment projects contemplated for implementation under the plan.
- (5) Assist with proper notification and participating in required hearings and Joint Review Board meetings.
- (6) Assist the City with procedures and participation in all meetings with parties as required in the TIF law.
- (7) Work with the City's counsel to meet all the requirements of Illinois law so to insure proper redevelopment project area designation.
- (8) Assist City's counsel in preparation of appropriate ordinances for adoption of the redevelopment plan.
- (9) Assist the City to establish and maintain complete documentation files to assure proper support of eligibility findings in order to support legal standing for the redevelopment.

Estimated costs for Task 4 are \$20,000 to \$25,000.

Mr. Michael McMahon, AICP
Page Four
December 19, 2016



COMPENSATION FOR SERVICES

The City shall be billed monthly for services at the following rates per hour:

<u>Personnel</u>	<u>Hourly Rates</u>
President	\$200.00/Hour
Executive Vice President	\$175.00/Hour
Officers	\$150.00/Hour
Associates	\$100.00/Hour
Research	\$ 60.00/Hour
Administrative	\$ 25.00/Hour

Either party may cancel this contract upon three (3) days' written notice.

Mr. Michael McMahon, AICP
Page Five
December 19, 2016



Please indicate City's acceptance of this Agreement by executing the original and copy, and by returning the original to us. We look forward to working with you on this project.

Sincerely,

Robert Rychlicki
Executive Vice President

AGREED TO:

Robert Rychlicki, Executive Vice President
Kane, McKenna and Associates, Inc.

12/19/16

Date

City of Des Plaines

Date

CITY OF DES PLAINES

RESOLUTION R - 8 - 17

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KANE, MCKENNA, AND ASSOCIATES, INC. FOR TIF CONSULTING 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 for use during the 2017 fiscal year for the procurement of consulting services related to monitoring, evaluating, and reporting on the performance of the City's tax increment financing ("**TIF**") districts and revenue monitoring and redevelopment feasibility assessment of non-TIF projects ("**Services**"); and

WHEREAS, Kane, McKenna and Associates, Inc. ("**Consultant**"), has performed the Services for the City over a number of years and has a high degree of familiarity with the City's seven TIF Districts; and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City Code of the City of Des Plaines and Section 7.4(E) of the City's purchasing policy, the City has determined that the procurement of the Services is not adapted to award by competitive bidding because the Services require a high degree of professional skill; and

WHEREAS, the City desires to enter into an agreement with Consultant to procure the Services in the not-to-exceed amount of \$44,000 ("**Agreement**"); and

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

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two executed copies of the final Agreement from Consultant; provided, however, that if the City Clerk does not receive

such executed copies of the final Agreement from Consultant within 30 days after the date of adoption of this Resolution, then this authority to execute and seal the final Agreement shall, at the option of the City Council, be null and void.

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

PASSED this ____ day of _____, 2017.

APPROVED this ____ day of _____, 2017.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement with Kane McKenna for TIF Consultant Services 2017

#34910731_v2

**CITY OF DES PLAINES
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the ____ day of _____, 2017, and is by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation ("**City**"), and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("Consultant"):	Kane McKenna and Associates
Address:	150 North Wacker Drive, Suite 1600 Chicago, Illinois 60606
Telephone No.:	(312) 444-1702
Email:	rrychlicki@kanemckenna.com
Project Name/Description:	TIF consulting services for 2017
Agreement Amount:	Consultant shall be paid at the hourly rates set forth in the Proposal (defined in Section 1.B of this Agreement), but in no circumstances shall the total aggregate amount for all Services (defined in Section 1.C of this Agreement) exceed \$44,000.

B. Project Description. Consultant shall, at the City's direction, perform consulting services relating to project revenue analysis, the completion of the redevelopment plan and project, the preparation of annual tax increment allocation financing ("**TIF**") reports, and the performance of TIF related project revenue analysis, all as more fully described in the proposal attached to this Agreement as **Exhibit A** ("**Proposal**").

C. **Representations of Consultant.** The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal ("***Services***") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. **Retention of the Consultant.** The City retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. **Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. **Commencement; Time of Performance.** The Consultant shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties ("***Commencement Date***"). The Consultant shall diligently and continuously prosecute the Services until midnight on December 31, 2017, or upon the termination of this Agreement by the City ("***Time of Performance***").

D. **Renewal.** The City may, at its sole discretion, renew this Agreement for an additional one-year term by providing written notice to the Consultant not less than 30 days before the last day of the Time of Performance.

E. **Reporting.** The Consultant shall regularly report to the City Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Agreement Amount.** The total amount paid by the City for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. **Invoices and Payment.** The Consultant shall submit invoices in an approved format to the City for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The City shall pay to the Consultant the amount billed within 60 days after receiving such an invoice.

C. **Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City to inspect and audit all data

and records of the Consultant for work done pursuant to this Agreement. The records shall be made available to the City at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Claim In Addition To Agreement Amount.

1. The Consultant shall provide written notice to the City of any claim for additional compensation as a result of action taken by the City, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the City, without interruption.

E. Additional Services. The Consultant acknowledges and agrees that the City shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("***Additional Services***"), regardless of whether such Additional Services are requested or directed by the City, except upon the prior written consent of the City.

F. Taxes, Benefits, and Royalties. Each payment by the City to the Consultant includes all applicable federal, state, and City taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

G. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City and consistent with commonly accepted professional practices, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "*Confidential Information*" shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user

information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of such information to the Consultant pursuant to this Agreement ("***Time of Disclosure***"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant.

The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, and does hereby agree to, 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 Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Consultant shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Consultant shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Consultant shall provide the City with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverages and limits set forth in this Section 6.C shall be deemed to be minimum coverages and limits, and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (2) to create any relationship between the City and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance

with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) 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.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Termination.

1. By City. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

2. By Consultant. In the event that the City violates any material provision of this Agreement, Consultant shall have the option and the right to terminate this Agreement by providing the City with 15 days advance written notice that the Consultant is exercising its termination rights under this Section 7.D.2 ("**Termination Notice**"); provided, however, that prior to serving a Termination Notice, the Consultant shall provide the City with 15 days written notice and an opportunity to cure the violation.

E. Compliance With Laws and Grants.

1. Compliance with Laws. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any 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; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights

Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the City or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. Liability for Noncompliance. The Consultant 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 Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***“Event of Default”***), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. City Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the City Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the City Council.

I. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance and completion of the Services and with any other consultants engaged by the City.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Manager.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Consultant in connection with any or all of the Services to be performed under this Agreement ("***Documents***") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

L. GIS Data. The City has developed digital map information through Geographic Information Systems Technology ("***GIS Data***") concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the City shall be limited to the scope of the Services that the Consultant is to provide for the City;

2. **Purpose of GIS Data.** The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. **Agreement with Respect to GIS Data.** The Consultant does hereby acknowledge and agree that:

a. Trade Secrets of the City. The GIS Data constitutes proprietary materials and trade secrets of the City, and shall remain the property of the City;

b. Consent of City Required. The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the City Manager;

c. Supply to City. At the request of the City, the Consultant shall supply the City with any and all information that may have been developed by the Consultant based on the GIS Data;

d. No Guarantee of Accuracy. The City makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the City, the Consultant shall cease its use of the GIS Data for any purpose whatsoever, and remove the GIS Data from all of the Consultant's databases, files, and records; and, upon request, an authorized representative of the City shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify compliance by the Consultant with this Section 7.L.3.e.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the City and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the City, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee,

or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016
Attention: City Manager

With a copy to:

Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603
Attention: Peter M. Friedman, General Counsel

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Kane McKenna and Associates
150 N. Wacker Dr., Suite 1600
Chicago, Illinois 60606
Attention: Robert Rychlicki, Exec. Vice President

With a copy to:

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given,

or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Laws. This Agreement 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.

J. Authority to Execute.

1. The City. The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Consultant. The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. Neither the City nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement.

Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibit A attached to this Agreement is, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

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

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2017.

ATTEST:

CITY OF DES PLAINES

By: _____
Gloria J. Ludwig, City Clerk

By: _____
Michael Bartholomew,
City Manager

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

#49167508_v1



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: December 1, 2016

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

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

Subject: Renewal of Municipal GIS Partners Contract for 2017

Issue: The City's contract for Geographical Information System (GIS) staffing and services is up for annual renewal in 2017. Municipal GIS Partners (MGP) is the vendor, selected by the GIS Consortium, to provide staffing and technical services for the City's GIS.

Analysis: The City has been a member of the GIS Consortium since 2002. There are now 32 other community members. During the preceding year, MGP completed mapping of the City's sewer, water, and street lighting systems and has updated the associated atlas books. They also updated the TIF District boundaries and corrected address data, 1- foot elevation contours, zoning districts and the internet webpage with the City's GIS data. That information is available to all users of the City's computer system, and the general public at www.gisconsortium.org or on the City's website under Des Plaines Interactive Map.

Recommendation: We recommend approval of the contract with Municipal GIS Partners, Inc., 701 Lee Street, Suite 1020, Des Plaines, IL 60016 in an amount not to exceed \$194,406.00. This is a budgeted item from the GIS General Fund.

Attachments:

Attachment 1 - MGP Supplemental Statement of Work
Resolution R-9-17

Supplemental Statement of Work

Pursuant to and in accordance with Section 1.2 of that certain GIS Consortium Service Provider Contract dated January 1, 2015 (the “**Contract**”) between the City of Des Plaines, an Illinois municipal corporation (the “**Municipality**”) and Municipal GIS Partners, Incorporated (the “**Consultant**”), the parties hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK, effective January 1, 2017 (“**SOW**”):

1. Description of Additional Services:

No additional services beyond such Services described in any previously approved SOWs to the Contract are added by this SOW.

2. Project Schedule/Term:

This SOW does not amend or renew the Initial Term set forth in the Contract. For the avoidance of doubt, the Initial Term set forth in the Contract expires three (3) years from the Effective Date of January 1, 2015.

3. Projected Utilization:

As set forth in Section 4.1(c) of the Contract, the project utilization shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The projected utilization for the calendar year beginning January 1, 2017 and ending December 31, 2017 is set forth in this SOW as follows:

- A. 1644 hours of GIS Specialist
- B. X hours of GIS/RAS Specialist
- C. 164 hours of Client Account Manager
- D. 164 hours of GIS Analyst
- E. 92 hours of GIS Platform Administrator
- F. 92 hours of GIS Application Developer
- G. 92 hours of GIS Manager

4. Service Rates:

As set forth in Section 4.1(c) of the Contract, the service rates shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The service rates for the calendar year beginning January 1, 2017 and ending December 31, 2017 is set forth in this SOW as follows:

- A. \$ 77.80 per hour for GIS Specialist

- B. \$ 81.30 per hour for GIS/RAS Specialist
- C. \$ 99.00 per hour for Client Account Manager
- D. \$ 99.00 per hour for GIS Analyst
- E. \$ 123.30 per hour for GIS Platform Administrator
- F. \$ 123.30 per hour for GIS Application Developer
- G. \$ 123.30 per hour for GIS Manager

Total Not-to-Exceed Amount for Services (Numbers): \$194,406.00.

Total Not-to-Exceed Amount for Services (Figures): one hundred ninety-four thousand four hundred six dollars and zero cents.

In the event of any conflict or inconsistency between the terms of this SOW and the Contract or any previously approved SOW, the terms of this SOW shall govern and control with respect to the term, projected utilization rates, service rates and scope of services. All other conflicts or inconsistencies between the terms of the Contract and this SOW shall be governed and controlled by the Contract. Any capitalized terms used herein but not defined herein shall have the meanings prescribed to such capitalized term in the Contract.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of _____, _____.

ATTEST:

CITY OF DES PLAINES

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By: Donna J. Thomey

By: Thomas A. Thomey

Name: Donna Thomey
Its: Office Administrator

Name: Thomas Thomey
Its: President

CITY OF DES PLAINES

RESOLUTION R - 9 - 17

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER A CONTRACT WITH MUNICIPAL GIS PARTNERS, INC., FOR GEOGRAPHIC INFORMATION SYSTEM SUPPORT 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 of Des Plaines is a member of the Municipal Geographic Information System Consortium ("*Consortium*"); and

WHEREAS, the Consortium has selected Municipal GIS Partners, Inc., of Des Plaines, Illinois ("*MGP*"), as the provider of geographic information system services ("*Services*") for members of the Consortium; and

WHEREAS, on January 5, 2015, the City Council adopted R-1-15, approving and authorizing the execution of a three-year contract ("*Contract*") with MGP for the procurement of the Services; and

WHEREAS, pursuant to the Contract, Contractor agreed to perform the Services during the 2017 fiscal year for an amount not to exceed \$194,406.00; and

WHEREAS, the City has appropriated funds for use by the Department of Public Works and Engineering during the 2017 fiscal year for the procurement of the Services; and

WHEREAS, the City desires to make expenditures in the not-to-exceed amount of \$194,406.00 during the 2017 fiscal year for the performance of the Services by MGP under the Contract; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the expenditure of the not-to-exceed amount of \$194,406.00 during the 2017 fiscal year for the performance of the Services by MPG under the Contract;

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

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

SECTION 2: AUTHORIZATION OF EXPENDITURE. The City Council hereby authorizes the expenditure of the not-to-exceed amount of \$194,406.00 during the 2017 fiscal year for the performance of the Services by MGP under the Contract.

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

PASSED this ___ day of _____, 2017.

APPROVED this ___ day of _____, 2017.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Expenditure of Funds Under Contract with Municipal GIS Partners for GIS Services 2017



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: December 22, 2016

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

From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ASD*
Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*

Subject: 2017 Motor Fuel Tax Maintenance Resolution
Section Number 17-00000-00-GM

Issue: In order for municipalities to expend Motor Fuel Tax funds on annual maintenance operations, the Illinois Department of Transportation (IDOT) requires a Municipal Estimate of Maintenance Costs and a Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code.

Analysis: The Municipal Estimate of Maintenance Costs itemizes all Motor Fuel Tax maintenance expenditures proposed for 2017 in the City of Des Plaines, which includes Sidewalk Improvements (\$750,000), Street Crack Filling (\$30,000), Repair and Maintenance of Traffic Signals (\$44,000), Electric Energy costs for Street Lighting and Traffic Signals (\$232,000), Ice Control (\$350,000), Curb Improvements (\$225,000) and Material Testing (\$40,000). These items and amounts are included in the 2017 Motor Fuel Tax Fund budget and total \$1,671,000.

Recommendation: We recommend approval of the 2017 Municipal Estimate of Maintenance Costs and adoption of the IDOT Resolution for Maintenance of Streets and Highways.

Attachments:

- Attachment 1 - Municipal Estimate of Maintenance Costs
- Attachment 2 - IDOT Resolution for Maintenance of Streets & Highways Resolution R-10-17



BE IT RESOLVED, by the Mayor and City Council of the
(Council or President and Board of Trustees)
City Des Plaines of Des Plaines, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$1,671,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2017
(Date)
to December 31, 2017.(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Gloria J. Ludwig Clerk in and for the City
(City, Town or Village)
of Des Plaines, County of Cook

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Mayor and City Council at a meeting on January 17, 2017
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____.

(SEAL) _____ Clerk
(City, Town or Village)

Approved

Regional Engineer
Department of Transportation

Date

CITY OF DES PLAINES

RESOLUTION R - 10 - 17

A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE (17-00000-00-GM)

BE IT RESOLVED, by the Mayor and City Council of the City of Des Plaines, Illinois, that there is hereby appropriated the sum of \$1,671,000 of Motor and Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2017 to December 31, 2017.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

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

PASSED this ____ day of _____, 2017.

APPROVED this ____ day of _____, 2017.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

Approved as to form:

ATTEST:

CITY CLERK

Peter M. Friedman, General Counsel



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

MEMORANDUM

Date: December 28, 2017

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

From: Joel Gehrett, 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: 2017 Annual Water Meter Purchase

Issue: Annually, the Water Division purchases water meters with automated reading technology for the meter replacement program. The approved 2017 budget amount for the purchase and installation of water meters is \$520,000.

Analysis: The City maintains a program that standardizes all City water meters using Sensus smart metering devices. Utilizing Sensus meters exclusively helps reduce the number and type of replacement parts we need to keep in stock. The meter reading system is in place and Public Works has actively been replacing water meters throughout the City. In 2012, Council authorized us to enter into an agreement with the local Sensus distributor, HD Supply Waterworks, Ltd., for the purchase and implementation of a fixed base meter reading system and associated water meters. To date, 6,500 of the City’s approximately 16,500 water meters have been replaced with the new fixed-base reading technology.

HD Supply Waterworks has provided a proposal for the water meter installations using their Sensus authorized installation contractor, United Meter, Inc. United Meter has performed water meter installations for many municipalities including Wheeling, Morton Grove and Des Plaines. This service would be used on as-needed basis, depending on the complexity and size of the meter being replaced.

Recommendation: We recommend the purchase of the Sensus water meters and installation services on an as-needed basis from their authorized distributor, HD Supply Waterworks, Ltd., 220 South Westgate Drive, Carol Stream, Illinois 60188. Source of funding will be the Water System Fund, Miscellaneous Contractual Services (500-00-550-6195) in the amount of \$100,000 and Water Meters (500-00-550-7070.070) in the amount of \$420,000.

Attachments:
Resolution R-11-17
Exhibit A – Master Agreement

CITY OF DES PLAINES

RESOLUTION R - 11 - 17

A RESOLUTION AUTHORIZING A NEW AGREEMENT WITH HD SUPPLY WATERWORKS, LTD., FOR THE PURCHASE AND INSTALLATION OF SENSUS WATER METERS.

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, since 2012, the City has been in the process of standardizing all City water meters using Sensus metering devices ("**Water Meters**") in an effort to reduce the replacement part inventory that the City must retain in stock; and

WHEREAS, on November 13, 2012, the City Council adopted Resolution R-140-12, approving an agreement ("**Initial Agreement**") with HD Supply Waterworks, Ltd. ("**Vendor**"), and authorizing the purchase and installation of the Water Meters, certain automated meter reading equipment, and repair parts (collectively, the "**Water Meter Equipment**"); and

WHEREAS, on January 6, 2014, the City Council adopted Resolution R-9-14, approving a renewal of the Agreement ("**Renewal Agreement**"), which: (i) extended the pricing for the Water Meter Equipment set forth in the Agreement through December 31, 2015; and (ii) provided for the continued purchase and installation of the Water Meter Equipment; and

WHEREAS, the Renewal Agreement has expired; and

WHEREAS, the City desires to enter into a new agreement with Vendor ("**2017 Agreement**") to: (i) purchase additional Water Meters and Water Meter Equipment from Vendor in the not-to-exceed amount of \$420,000; and (ii) procure Water Meter Equipment installation services from Vendor in the not-to-exceed amount of \$100,000, for a total not-to-exceed amount of \$520,000; and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City Code of Des Plaines and the City purchasing policy, the City has determined that the purchase of the Water Meters and Water Meter Equipment from Vendor does not require competitive bidding because the Vendor is the sole source provider for the Water Meters and Water Meter Equipment that satisfy the special parameters required by the City to achieve improved public service and long-term operational efficiencies by the City; and

WHEREAS, the City has appropriated sufficient funds in the Water System Fund for use by the Department of Public Works and Engineering for the purchase and installation of the Water Meters and the Water Meter Equipment; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the 2017 Agreement with the 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 2017 AGREEMENT. The City Council hereby approves the 2017 Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in final form approved by the General Counsel.

SECTION 3: AUTHORIZATION OF TO EXECUTE 2017 AGREEMENT. The City Council hereby authorizes and directs the City Manager and City Clerk to execute and seal, on behalf of the City, the final 2017 Agreement only after receipt by the City Clerk of at least two executed copies of the 2017 Agreement from Vendor; provided, however, that if the City Clerk does not receive such executed copies of the 2017 Agreement from Vendor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the 2017 Agreement shall, at the option of the City Council, be null and void.

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

PASSED this ___ day of _____, 2017.

APPROVED this ___ day of _____, 2017.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

CITY OF DES PLAINES
Revision and Renewal of
Master Project Agreement

Dated _____, 20____

HD Supply Waterworks, Ltd.
220 South Westgate
Carol Stream, IL 60188

Agreement Number _____

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APPENDICES

Appendix A – Procurement, Installation, and Management Contract
Exhibit A-1 – Material Procurement Summary For Installation Contract
Exhibit A-2 – Scope of Work
Exhibit A-3 – Acceptance Certificate

Appendix B – Reserved
Appendix C – Reserved
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Exhibit D-1 – Manufacturers’ Warranties

Revision and Renewal of Master Project Agreement

This Revision and Renewal of Master Project Agreement (as hereinafter defined, this “Agreement”) dated as of _____ between HD Supply Waterworks, Ltd. (as hereinafter defined, “HD Supply Waterworks”), a limited partnership consisting of HD Supply Waterworks Group, Inc. (limited Partner) and HD Supply GP & Management, Inc. (General Partner), and City of Des Plaines (as hereinafter defined, “Client”).

1. Purpose and Scope. The Agreement is a Master Project Agreement to provide certain Work to Client. HD Supply Waterworks agrees to undertake the necessary Work as specified in this Agreement, and Client agrees to take all actions that are identified in this Agreement and to pay HD Supply Waterworks in the manner contemplated by this Agreement. This Agreement consists of the text set forth herein and the text set forth in each Appendix to this Agreement that is executed and delivered by the Parties. The Appendices checked below are the only Appendices that have been executed and delivered by the Parties as part of this Agreement (provided, however, that Exhibits that are part of a stated Appendix also shall be part of this Agreement):

Appendix A--Procurement, Installation and Management Contract

Appendix B--Reserved

Appendix C--Reserved

Appendix D--Warranty

2. Definitions and Terminology. When used in this Agreement or in any of its attachments, the following capitalized terms shall have the respective meanings as follows:

“Agreement” shall mean this Master Project Agreement, to include all Appendices and Exhibits that are checked in Section 1 above.

“AWWA” shall mean the American Water Works Association.

“AMR” shall mean Automatic Meter Reading.

“Client” shall mean City of Des Plaines together with its successors.

“Factory Installation Recommendation” shall mean guidelines for installation procedures given by the manufacturer of the equipment.

“Financing Contract” shall mean any separate financing agreement that may be executed and delivered by the Parties as contemplated by Appendix C to this Agreement, but only to the extent that Section 1 of this Agreement shall indicate that Appendix C applies to this Agreement.

No Financing Contract delivered pursuant to this Agreement shall constitute a part of this Agreement, and this Agreement does not constitute a part of any Financing Contract executed and delivered by the Parties.

“Force Majeure” shall mean conditions beyond the reasonable control, or not the result of willful misconduct or negligence of the Party, including, without limitation acts of God, storms, extraordinary weather, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of Project Materials and Supplies, and unavailability of fuel.

“Hazardous Materials” are any materials, substances, chemicals, and wastes recognized as hazardous or toxic (or other interchangeable terms of equal meaning) under applicable laws, regulations, rules, ordinances, and any governmental or authoritative body having jurisdiction over the execution of this Agreement and its attachments.

“HD Supply Waterworks” shall mean HD Supply Waterworks, Ltd., a limited liability partnership, together with its successors.

“Installation Contract” shall mean the Procurement, Installation, and Management Contract attached to this Agreement as Appendix A, but only to the extent that the Parties have executed and delivered such Appendix A.

“Manufacturer Defect” shall mean any fault or defect in materials or workmanship that manifests itself during the Warranty Period and is covered by the manufacturer’s warranty.

“Manufacturer’s Warranty Period” shall have the meaning set forth in Appendix D to this Agreement.

“Party” shall mean either HD Supply Waterworks, Ltd. or Client.

“Project” shall mean the work to be performed by HD Supply Waterworks or its subcontractors as described in this Agreement.

“Project Materials and Supplies” shall mean the materials and equipment specified in Appendix A.

“RF” shall be interchangeable with the term Radio Frequency.

“State” shall mean the State of Illinois in which Client is located.

“Third Party” shall mean a person or entity other than Client or HD Supply Waterworks.

“Utility Service Area” shall mean the geographic area where the Project will be installed and the Work (and, if applicable, the Services) will be performed. This geographic area shall be specifically defined as any service actively identified for change during the system audit and any other geographic areas including Client’s system that HD Supply Waterworks, Ltd., in its discretion, shall approve in writing for inclusion in the Utility Service Area.

“Warranty Period” shall have the meaning set forth in Appendix D to this Agreement.

“Work” shall mean all work required for the completion of HD Supply Waterworks’ obligations under this Agreement, including, to the extent that the Parties execute and deliver the Installation Contract attached hereto as Appendix A, the Work contemplated by the Installation Contract.

3. Term. The Term of this Agreement shall begin on the commencement date as listed in the opening paragraph and, unless earlier terminated in the manner contemplated by this Agreement, shall expire December 31, 2017. Notwithstanding the foregoing, the Client may terminate this Agreement and the Services and Work described herein by giving HD Supply Waterworks 90 days prior written notice of its termination of this Agreement. In the event of termination by Client as aforesaid, HD Supply Waterworks will make commercially reasonable efforts to cancel existing orders and mitigate losses resulting from termination; provide notice of termination to its material suppliers and subcontractors; and refrain from placing any additional orders for materials or services. In the event of termination, Client shall be responsible for special order materials, materials not returnable to the manufacturer for credit, and applicable restocking fees.

4. HD Supply Waterworks’ Responsibility. HD Supply Waterworks shall provide Services, supply Project Materials and Supplies, and do all other Work as described in this Agreement. Without limiting the generality of the foregoing, HD Supply Waterworks shall maintain supervision and be liable for any and all negligent or intentional acts, errors, or omissions of all its subcontractors. Any Work beyond the scope of the Work agreed to herein shall not be considered as part of this Agreement. There shall be no implied or verbal agreements between the Parties relating to the subject matter of this Agreement.

5. Client’s Responsibility. Client shall be responsible for cooperating with HD Supply Waterworks, providing accurate information in a timely manner, and making payment in a timely manner for Work performed, Project Materials and Supplies furnished, or Services rendered. Client shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to HD Supply Waterworks and its subcontractors, and will have the authority to make decisions on behalf of Client. Client shall provide to HD Supply Waterworks and its subcontractors all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement and the Project. Client shall be required to give prompt notice should it become aware of any fault or defect in the Project.

6. Default of Client. The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to HD Supply Waterworks in accordance with the terms of this Agreement; (b) any representation or warranty provided by Client that proves to be materially false or misleading when made and is intentionally made; (c) any material failure of Client to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure period specified in this Agreement. If an event of Default by Client occurs, HD Supply Waterworks will exercise any and all remedies available to it under this Agreement.

7. **Default of HD Supply Waterworks.** The following events shall be considered events of default on the part of HD Supply Waterworks: (a) failure of HD Supply Waterworks to provide adequate personnel, equipment, and supplies in accordance with the provisions and specifications of this Agreement, (b) any failure to promptly re-perform, within a reasonable time, Work or Services that properly were rejected as defective or nonconforming, (c) the failure of HD Supply Waterworks to deliver its Work and Services free and clear of any lien or encumbrance by any subcontractor, laborer, materialman, or other creditor of HD Supply Waterworks, (d) any representation or warranty (other than a warranty as contemplated by Section 10 of this Agreement) provided by HD Supply Waterworks proves to be materially false or misleading when made, (e) any material failure of HD Supply Waterworks to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure period specified in this Agreement. In the event of default by HD Supply Waterworks, Client may exercise any and all remedies available to it under this Agreement.

8. **Insolvency.** In the event that either Party becomes insolvent or makes an assignment for the benefit of creditors or is adjudicated bankrupt or admits in writing that it is unable to pay its debts, or should any proceedings be instituted under any state or Federal Law for relief of debtors or for the appointment of a receiver, trustee, or liquidator of either Party, or should voluntary petition in bankruptcy or a reorganization or any adjudication of either Party as an insolvent or a bankrupt be filed, or should an attachment be levied upon either Party's equipment and not removed within five (5) days therefrom, then upon the occurrence of any such event, the other Party shall thereupon have the right to cancel this Agreement and to terminate immediately all work hereunder without further obligation.

9. **Taxes, Permits, and Fees.** HD Supply Waterworks shall be responsible for obtaining all permits and related permit fees associated with the Project. Client shall pay sales, use, consumer, and like taxes, if so required by law. Client shall be responsible for securing at its sole expense any other necessary approvals, easements, assessments, or required zoning changes. HD Supply Waterworks shall be responsible for all taxes measured by HD Supply Waterworks' income.

10. **Warranty, Representation and Certification.** HD Supply Waterworks represents and certifies that the Work shall be performed in accordance with the standards of care and diligence practiced by recognized firms in HD Supply Waterworks' industry in performing Work of a similar nature in existence at the time of performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, which are hereby reserved unto the Client. In addition, the warranty provided by HD Supply Waterworks and the manufacturer on Project Materials and Supplies, Work, and Services shall be as set forth in Appendix D.

11. **Indemnity.** Subject to Sections 13 and 14 of this Agreement, HD Supply Waterworks shall indemnify Client and Client's officials, officers, and employees against: (a) all actual and direct damages, liability, claims, losses, and expenses (including reasonable attorneys' fees) to the extent arising out of or in connection with HD Supply Waterworks', and/or subcontractors or material men hired by HD Supply Waterworks, negligent performance of, or negligent failure to perform, the Work or any part thereof, or any negligent failure to meet the representations and certifications expressed in this Agreement; (b) all claims for payment of

subcontractors or material men hired by HD Supply Waterworks for Work relating to the Project. HD Supply Waterworks and Client agree that HD Supply Waterworks is responsible only for damages that result from the negligent or intentional acts, errors, or omissions of HD Supply Waterworks or its subcontractors. HD Supply Waterworks' indemnity obligation does not extend to warranty claims.

12. Safety. HD Supply Waterworks shall have the primary responsibility for the supervision, initiation, and maintaining all safety precautions and programs necessary to complete its Work associated with the Project. HD Supply Waterworks agrees to comply with all applicable regulations, ordinances, and laws relating to safety. It shall be the responsibility of Client, however, to assure that the sites controlled by Client at which HD Supply Waterworks is expected to do its Work are safe sites.

13. Liability and Force Majeure. Neither HD Supply Waterworks nor Client shall be responsible to each other for any indirect or consequential damages resulting in any form from the Project. Neither HD Supply Waterworks nor Client shall be responsible to each other for injury, loss, damage, or delay that arise from Force Majeure. HD Supply Waterworks shall not be responsible for any equipment or supplies other than Project Equipment and Supplies.

14. Insurance. During the Term of this Agreement HD Supply Waterworks shall maintain and shall assure that its subcontractors maintain insurance as follows:

- (a) Workers' compensation insurance (or self-insurance) in accordance with applicable law;
- (b) Comprehensive general liability insurance of at least 1 million dollars in coverage;
- (c) Motor vehicle liability insurance of at least \$500,000 in coverage.

Such coverage may be provided under primary and excess policies. At the request of Client, HD Supply Waterworks shall provide or cause its subcontractor to provide to Client a certificate of insurance with respect to such policies.

15. Hazardous Materials. The Project and the Work expressly excludes any Work or Services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that HD Supply Waterworks shall be required to perform work that in any way will affect HD Supply Waterworks' ability to complete the Project. If HD Supply Waterworks is made aware or suspects the presence of Hazardous Materials, HD Supply Waterworks reserves the right to stop work in the affected area and shall immediately notify Client. It shall remain Client's responsibility to correct the condition to comply with local and federal standards and regulations. Client shall remain responsible for any Claims that result from the presence of the Hazardous Materials.

16. Cleanup. HD Supply Waterworks will be responsible for keeping the Project area free from the accumulation of waste materials or trash that result from the Project-related Work. Upon completion of the initial Project-related Work, HD Supply Waterworks will remove all waste

materials, trash, tools, construction equipment and supplies, and shall remove all surplus materials associated with the Project. When disposing of waste materials and trash, HD Supply Waterworks shall be responsible for all costs and compliance with laws, regulations and ordinances.

17. Delays and Access. If conditions arise that delay the commencement, completion, or servicing of the Project as a consequence of Force Majeure or failure of Client to perform its obligation that prevents HD Supply Waterworks or its agents from performing work, then HD Supply Waterworks will notify Client in writing of the existence of delay and the nature of the delay. Client and HD Supply Waterworks will then mutually agree upon any new completion dates, disbursement terms, and payment terms for the Work contemplated by this Agreement. Nothing in the foregoing sentence shall be deemed to relieve Client from its obligation to provide HD Supply Waterworks and its subcontractors reasonable and safe access to facilities that are necessary for HD Supply Waterworks to complete the Work.

18. Quality of Materials. HD Supply Waterworks will use the Project Materials and Supplies specified in Appendix A. Where brand names and part numbers are specified HD Supply Waterworks will use the items listed in Appendix A unless specified items are unavailable or discontinued. In this instance HD Supply Waterworks will work with Client to choose a substitute that is of the same or better quality. Where brand names are not specified, HD Supply Waterworks will choose Project Materials and Supplies that are within industry norms and standards. Should Client require Project Materials and Supplies with specific requirements, Client should make these specifications known in a timely manner. HD Supply Waterworks can use Client-furnished or Client-specific materials; however, Client will need to provide them or pay the difference in price and labor should any exist. Examples of Client specific requirements include but are not limited to country or state of origin, union manufactured, specific brand, or manufacturing process.

19. Reserved.

20. Legal Governance. The laws of the State of Illinois shall govern this Agreement and the relationship of the Parties contemplated hereby.

21. Dispute Resolution.

(a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five business days from receipt with a statement of its position on, and recommended solution to, the dispute.

(b) The Parties further agree that in the event any dispute between them relating to this Agreement is not resolved under Section 21(a) exclusive jurisdiction shall be in the trial courts located within the county of the State in which Client has its principal office, any objections as to jurisdiction or venue in such court being expressly waived.

(c) All Issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or

provisions (whether of the State of Illinois or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State of Illinois.

22. Assignability. Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

23. Notices. All notices and communications related to this Agreement shall be made in following address:

If to Client: City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016
Attn: City Manager

If to HD Supply Waterworks: HD Supply Waterworks
220 South Westgate Dr.
Carol Stream, IL 60188
Attn: Tom Whalls

24. Binding Effect. Each of Client and HD Supply Waterworks represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement of such Party enforceable against such Party in accordance with its terms.

25. Modifications. This Agreement shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed and agreed to by both HD Supply Waterworks and Client.

26. Severability. Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

27. Purchase Order. This Section 27 [] shall be applicable, or [] shall not be applicable (mark as appropriate). If this section is applicable the Contract Number_____ will serve as the initial Purchase Order Number and each additional order as necessary to supply the described materials listed in Exhibit A-1 will follow by adding a 1 sequentially (the next PO shall be _____).

If this clause is not applicable, the Client will provide a purchase order for each purchase, said purchase order is attached as required. Project delays resulting from the failure to release a purchase order will be deemed to be not the fault of the Contractor.

28. Relationship of Parties. HD Supply Waterworks shall act as an independent contractor in providing and performing the Work. Nothing in, or done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Client and HD Supply Waterworks; or (2) to create any relationship between the Client and any subcontractor of HD Supply Waterworks.

29. Conflict of Interest. HD Supply Waterworks represents and certifies that, to the best of its knowledge: (1) no elected or appointed Client official, employee or agent has a personal financial interest in the business of the HD Supply Waterworks or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither HD Supply Waterworks nor any person employed or associated with HD Supply Waterworks has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither HD Supply Waterworks nor any person employed by or associated with HD Supply Waterworks shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

30. No Collusion. HD Supply Waterworks represents and certifies that HD Supply Waterworks 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 HD Supply Waterworks is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) 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.* HD Supply Waterworks represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Client prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that HD Supply Waterworks has, in procuring this Agreement, colluded with any other person, firm, or corporation, then HD Supply Waterworks shall be liable to the Client for all loss or damage that the Client may suffer, and this Agreement shall, at the Client's option, be null and void.

31. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Client.

32. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

33. Waiver. Neither the Client nor HD Supply Waterworks shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Client or HD Supply Waterworks to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Client's or HD Supply Waterworks' right to enforce such rights or any other rights.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

HD SUPPLY WATERWORKS, LTD.

By: _____

Printed name: _____

Printed title: _____

CITY OF DES PLAINES

By: _____

Printed name: Mike Bartholomew

Printed title: City Manager

Appendix A

Procurement, Installation, and Management Contract

Provider: HD Supply Waterworks, Ltd. (“HD Supply Waterworks”)

Client: City of Des Plaines

This Procurement, Installation, and Management Contract (the “Installation Contract”) is an Appendix to the Master Project Agreement of even date herewith (the “Master Agreement”) concerning the Project referenced in the Master Agreement.

1. Summary of Work. The Summary of Work for the Project contemplated by the Master Agreement consists of providing Project Materials and Supplies as listed in Exhibit A-1 and installation of a portion of the Project Materials as requested by Client.

Summary of Work:	
Supply and Install	Meters/Smartpoints as requested by the City of Des Plaines

2. Project Implementation Period. The Project is scheduled to commence on the date this Agreement is signed and shall conclude on December 31, 2017.

3. Compensation. Client agrees to pay HD Supply Waterworks for the prescribed Project Materials and Supplies and Work as described in Exhibit A-1 and additionally for each supplemental item as proscribed. In addition, Client agrees to pay HD Supply Waterworks for the Work and Services contemplated by this Installation Contract as set forth in the Master Agreement. Payment terms shall be as follows:

(a) Payment for Project Materials and Supplies. Client will make payment to HD Supply Waterworks for Project Materials and Supplies within two weeks of the receipt of an invoice for such Project Materials and Supplies (which will be invoiced no more frequently than bi-weekly. No payment shall be made for Project Materials and Supplies, however, until Client shall have issued a related Acceptance Certificate, which Client shall issue promptly following its receipt of Project Materials and Supplies.

(b) Draw Schedule. This Section 3(b) [] shall be applicable, or [X] shall not be applicable (mark as appropriate) to this Installation Contract. If this Section 3(b) is applicable, HD Supply Waterworks shall be entitled to percentage payment for its Work and Services in accordance with the following draw schedule:

Draw Schedule:	
Project Start Date	XX/XX/XXXX
% Complete	XX/XX/XXXX
%	XX/XX/XXXX

%	XX/XX/XXXX
%	XX/XX/XXXX

No payment shall be made, however, until Client shall have issued an Acceptance Certificate with respect to such Work and Services, which Client shall issue promptly based on achievement of the draw schedule milestones set forth above. HD Supply Waterworks shall be paid for Project Materials and Supplies as set forth in Section 3(a) above.

(c) No Draw Schedule. If the Parties have not agreed to a draw schedule in Section 3(b) above, Client shall pay HD Supply Waterworks for all Work and for Services as such Work and Services are performed, with HD Supply Waterworks to bill Client on a bi-weekly basis for all of the foregoing. Client will make payment for all Work and Services performed under this Installation Contract within ten (10) days after receipt of HD Supply Waterworks' invoice for such Work and Services (which will be invoiced bi-weekly or monthly). No payment shall be made, however, until Client shall have issued an Acceptance Certificate with respect to such Work and Services, which Client shall issue promptly based on achievement of the draw schedule milestones set forth above. HD Supply Waterworks shall be paid for Project Materials and Supplies as set forth in Section 3(a) above.

4. Installation Responsibilities of HD Supply Waterworks.

(a) Project Installation. HD Supply Waterworks agrees to do the Work, provide the Services, and furnish the Project Materials and Supplies in accordance with Client's specifications that are attached to this Installation Contract during the estimated construction period listed above. HD Supply Waterworks will be responsible for installing the Project according to manufacturer standards and such local standards, if any, as are attached hereto as are described below:

SEE APPENDIX A-2

HD Supply Waterworks will warrant the Project Materials and Supplies, the Work, and any other Services as provided in Section 10 of the Master Agreement. **Client may elect to execute a Service Contract with HD Supply Waterworks for additional maintenance provisions.**

(b) Water Shutoffs. HD Supply Waterworks, its agents and subcontractors, will be responsible for shutting off the water to each meter serviced as well as notifying each customer of the water shutoff. Some assistance may be required by Client with the notification of its customers. The Installation team will knock on the doors of residential customers as well as leave notifications on their doors. In the case of large commercial customers such as: schools, hospitals, nursing homes or any other commercial customer, special efforts will be made to ensure minimum disruption to their water needs. In order to prevent any damage from running flush valves or any other plumbing fixtures that are sensitive to water shutoffs, HD Supply Waterworks will schedule replacements with these commercial customers and will notify the maintenance personnel when turning the water back on at these facilities. Regardless of any effort of HD Supply Waterworks, ultimate responsibility of any and all fixtures inside buildings will remain the responsibility of the

end user and/or Client as detailed in any Service Contract that exists between Client and its Customers.

In the event that the service location lacks a curb stop (or it is defective) or there is a leak, HD Supply or its representative will contact the utility. In this event the Utility will either A) repair the defect themselves and notify HD Supply that the repair has been made or, B) exclude the respective meter change out from project.

(c) Meter Boxes, Vaults, and Roadways. HD Supply Waterworks, its agents and subcontractors are responsible for repairing any damages to meter boxes, vaults, and roadways that result from the installation of the Project; provided, however, that HD Supply Waterworks shall not be liable for pre-existing conditions or leaks. HD Supply Waterworks will install new meter boxes as authorized by the Cities representative, which will be plastic boxes with lids. The Client will retain all existing water meters and materials pulled from the ground during the installation.

(d) Disposal. The Client will be responsible for the disposal of all waste, debris and materials from the installation of the Project.

(e) Liability. HD Supply Waterworks is responsible for any damages that occur within 3” on either side of the water meter resulting from the Project installation. Any damages incurred within this 6” area will be promptly repaired at the expense of HD Supply Waterworks. HD Supply Waterworks is not liable for damages outside the 3” zone, either on the water distribution side or on the customer side incurred from the Project installation including shutoff, temporary outage, and restart of water service. HD Supply Waterworks is not liable for any pre-existing conditions including leaks, faulty workmanship and materials from previous projects or rust. Should such conditions occur (*i.e.* .leaks) HD Supply Waterworks may document them and at Client’s written request repair them for a negotiated price.

(f) Data Management. HD Supply Waterworks or its agents shall be required to acquire certain data as it completes the aforementioned installation work. This data shall include the previous meter reading, the current meter reading, the new meter serial number, the new register serial number and the MIU serial number. This information will be acquired and delivered to the Utility.

(g) Non-Covered Work. Contracted meter change outs contemplate a standard meter change out. In the event that locations exist where conditions exist which require nonstandard work (i.e. move a service location, move fences for or other customer structures & items for access, install meters in heavy traffic locations, alleys, parking lots etc.), HD Supply and the Client will discuss pricing and work may proceed from this point or the Client may elect to excuse this work from the project. In any event where safety concerns would cause undue risk to the work Crews.

5. Responsibilities of Client during Installation.

(a) Owner-Furnished Data. Client shall provide HD Supply Waterworks all technical data in Client's possession, including previous reports, maps, surveys, and all other information in Client's possession that HD Supply Waterworks informs Client's representative is necessary as it relates to Project. Client shall be responsible for identifying the location of meters. Should HD Supply Waterworks require assistance in finding the meter location, Client shall locate the meter in a timely manner. In addition, the Client shall provide a clearly defined list of any meter sites that will be retrofitted with AMR technology, as well as assist in locating and marking these meter sites.

(b) Access to Facilities and Property. Client shall make its system facilities and properties available and accessible for inspection by HD Supply Waterworks and affiliates. Client shall allow HD Supply Waterworks permission to store materials at a secure storage location on the Utility property during the tenure of the work.

(c) Client Cooperation. Client support will be required during implementation of this Improvement Measure to obtain access to meter boxes/pits and to coordinate utility interruptions. Client will provide notification in its billing to its customers that HD Supply Waterworks is performing the designated work and that possible service interruption may result. Client shall cooperate with HD Supply Waterworks in integrating the Automated Meter Reading route management software with the clients billing and computer system. Any costs associated with changes to the Clients current billing software are not the responsibility of HD Supply Waterworks. Client shall cooperate with HD Supply Waterworks with regard to computer firewall access.

(d) Timely Review. That Client through its designated representatives shall examine all invoices, and inspect all completed work by HD Supply Waterworks in a timely manner. In the event that a Client delay results in the lack of a progress payment disbursement, HD Supply Waterworks reserves the right to delay further work without penalty until such time as payments are made. HD Supply Waterworks further reserves all rights and options available to it under the Master Project Agreement.

(e) Utility Assistance. The Utility shall assign dedicated personnel work with HD Supply Waterworks installation crews to perform duties to include any necessary field repairs such as meter box, curbstop or backflow replacements, etc., marking of meter locations and advance cleanout of meter boxes. In addition, the Client shall provide a clearly defined list of any meter sites that will be retrofitted with AMR technology, as well as assist in locating and marking these meter sites.

IN WITNESS WHEREOF, the Parties have executed this Installation Contract as of

_____.

HD SUPPLY WATERWORKS, LTD.

By: _____

Printed name: _____

Printed title: _____

CITY OF DES PLAINES

By: _____

Printed name: _____

Printed title: _____

EXHIBIT A-1

Material Procurement Summary **For Installation Contract**

Provider: HD Supply Waterworks, Ltd. (“HD Supply Waterworks”)
Client: City of Des Plaines

This Material Procurement Summary is an Exhibit to and hence part of the Installation Contract contemplated by the Master Project Agreement (the “Master Agreement”), and it includes all Project Materials and Supplies to be used in connection with the Work contemplated by the Installation Contract and the Master Agreement, as the same will be identified specifically in future invoices generated by HD Supply Waterworks and attached to each Acceptance Certificate (Exhibit A-3) contained in the Installation Contract. A summary of the Project Materials and Supplies required for the Project is as follows:

See Attached.

* In the event that City of Des Plaines would like HD Supply Waterworks to provide additional material or work that is not specified in this contract, HD Supply Waterworks and City of Des Plaines will mutually agree on an amount before proceeding.



December 30, 2016

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

Attn: Mr. Tim Watkins

HD Supply Waterworks has provided pricing on the following Sensus water meter material firm through December 31, 2017. I have also included pricing from our authorized Sensus installation contractor, United Meter Inc., if the need arises to assist you in your meter changeouts.

New 5/8" - 1" iPERL Water Meters

5/8" Sensus iPERL Water Meter	\$105.00 ea.
3/4"S Sensus iPERL Water Meter (7 1/2"LL)	\$105.00 ea.
3/4" Sensus iPERL Water Meter (9"LL)	\$118.00 ea.
1" Sensus iPERL Water Meter	\$154.00 ea.

New 1 1/2" - 2" OMNI R2 Water Meters

1 1/2" Sensus OMNI R2 Water Meter	\$372.00 ea.
2" Sensus OMNI R2 Water Meter 17" LL	\$523.00 ea.

New 1 1/2" - 6" OMNI C2 Water Meters

1 1/2" Sensus OMNI C2 Water Meter	\$839.00 ea.
2" Sensus OMNI C2 Water Meter	\$968.00 ea.
3" Sensus OMNI C2 Water Meter	\$1,226.00 ea.
4" Sensus OMNI C2 Water Meter	\$2,130.00 ea.
6" Sensus OMNI C2 Water Meter	\$3,675.00 ea.
8" Sensus OMNI C2 Water Meter	\$5,935.00 ea.

FlexNet SmartPoints

510M Single Port, 3-Wire		\$102.00 ea.
510M Single Port, TouchCoupler		\$107.00 ea.
520M Single Port, 3-Wire	Pit Version	\$118.00 ea.
520M Single Port, TouchCoupler	Pit Version	\$110.00 ea.
510M Dual Port, 3-Wire		\$117.00 ea.
510M Dual Port, TouchCoupler		\$119.00 ea.
520M Dual Port, 3-Wire	Pit Version	\$128.00 ea.
520M Dual Port, TouchCoupler	Pit Version	\$124.00 ea.

Accessories

6' TRPL 3 Wire Connector	\$14.00 ea.
25' TRPL 3 Wire Connector	\$16.00 ea.

Annual Software Support

Sensus Annual SAAS Fee - Water	**Coverage from 1/26/17-1/25/18**	\$5,155.00 year
--------------------------------	-----------------------------------	-----------------

United Meters, Inc. Installation Rates

Replace 5/8" thru 1" Meter and Install SmartPoint using existing wire.	\$115.00	ea
Replace 1 1/2" Meter and Install SmartPoint using existing wire.	\$257.00	ea
Replace 2" Meter and Install SmartPoint using existing wire.	\$267.00	ea
Replace 3" Meter and Install SmartPoint using existing wire.	\$552.00	ea
Replace 4" Meter and Install SmartPoint using existing wire.	\$706.00	ea
Replace 6" Meter and Install SmartPoint using existing wire.	\$1,198.00	ea
Replace 8" Meter and Install SmartPoint using existing wire.	\$2,700.00	ea
Additional charge per Installation to Replace 5/8" thru 1" meter in pit.	\$150.00	ea
Additional charge per Installation to Replace 1 1/2" meter in pit.	\$340.00	ea
Additional charge per Installation to Replace 2" meter in pit.	\$340.00	ea
Additional charge per Installation to Replace 3" meter in pit.	\$760.00	ea
Additional charge per Installation to Replace 4" meter in pit.	\$998.00	ea
Remove and Replace Ball Valve 3/4"	\$170.00	ea
Remove and Replace Ball Valve 1"	\$180.00	ea
Remove and Replace Ball Valve 1 1/2"	\$360.00	ea
Remove and Replace Ball Valve 2"	\$405.00	ea
Additional Charge to run New Wire from Meter Inside to SmartPoint Outside	\$46.00	ea
Freeze Water Service Line up to 1"	\$259.00	ea
Man Hour Labor to Repair and/or Replace Plumbing	\$147.00	ea
Correct Hard Plumbed Meter with Meter Coupling per side	\$103.00	ea
Labor Only to Install Grounding Wire on 5/8" thru 1" meter	\$31.00	ea

***** United Meter Inc. Disclosures *****

Installation Rates are based on at least 12 appointments per day.

Installation Rates are for 'Labor Only' to replace meter with same lay length meter.

United Meter Inc. assumes no liability on ground wire sizing.

Pit installations larger than 4" will be quoted after inspection of existing.

Pricing does not include providing Payment/Performance Bond.

We appreciate and trust that our product, prices and service will continue to meet with your approval.

Sincerely,

Mark Baran
Territory Manager

EXHIBIT A-2

Scope of Work

(Sale through HD SUPPLY WATERWORKS)

SmartPointModule Installation Responsibilities

HD Supply Waterworks will:

1. The HD Supply Waterworks will train the installation team (Installation subcontractor included) on how to properly program / activate SmartPoint Modules on to the FlexNet system.
2. The HD Supply Waterworks will train the installer (Installation subcontractor included) to properly identify and correct any known problems in the field. This individual will be the primary contact to troubleshoot, identify and correct non reporting SmartPoint Modules and installation errors.
3. Once the installer has completed SmartPoint Module installation the HD Supply Waterworks will work with Sensus to investigate any SmartPoint Modules that have not registered on the network.

The City of Des Plaines will:

1. Be responsible to purchase end points and transmitters.
2. Be responsible for quality assurance for their personnel and/or an installation contractor as it relates to proper SmartPoint Module installation.
3. On an ongoing basis, be responsible to visit and troubleshoot SmartPoint Modules that are not reporting into the system. Investigate any non-reporting SmartPoint Modules to ensure that there are no cut wires, improper installations, improper programming and resolve all data entry errors in the system.
4. Coordinate with the HD Supply Waterworks to establish a SmartPoint Module installation schedule, shipment quantities, and overall project timeline.

Miscellaneous Responsibilities

The City of Des Plaines will:

1. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
2. Be responsible for applying for and purchasing any needed work permits.

Exhibit A-3

Acceptance Certificate

Client under the Master Project Agreement (the “Master Agreement”) with HD Supply Waterworks hereby certifies:

This Acceptance Certificate is a Partial/Final (Circle one) Acceptance Certificate delivered under the Procurement, Installation, and Management Contract (the “Installation Contract”) to which it is attached.

1. The Project Materials and Supplies listed on the attached invoice (or in the event of a final Acceptance Certificate all Project Materials and Supplies provided under the Installation Contract and the Master Agreement), have been delivered to Client.

2. Client has conducted such inspection and/or testing of the Project Materials and Supplies as it deems necessary and appropriate and hereby acknowledges that it accepts the Project Materials and Supplies for all purposes on the date indicated below. The Project Materials and Supplies have been examined and/or tested and are in good operating order and condition and are in all respects satisfactory to the undersigned and comply with the terms of the Installation Contract, subject, however, to the warranty provided in Section 10 of the Master Agreement. Acceptance by the Client shall commence the warranty period for materials and services performed through the date hereof. Client does not waive any other rights to which it would otherwise be entitled under this Agreement.

3. Based on the acceptance set forth herein, Client agrees that the Manufacturer’s Warranty Period on all water meters shall be deemed to have begun on the date when the manufacturer shipped such water meters.

4. Client has examined all Work and Services performed by HD Supply Waterworks and covered by the related invoice or draw requests and finds such Work and Services to have been performed in a workmanlike manner and in accordance with all applicable specifications. Client therefore accepts such Work and Services. Based on the acceptance set forth herein, Client agrees that the Warranty Period for the Work and Services shall end on _____, 20__ (i.e. one year from the date hereof).

5. The following is a punch list of items left to be completed for current phase or final phase (Circle one) of the Project:

Agreed to and Accepted as of _____, 20__ by:

CITY OF DES PLAINES

By: _____

Printed name: _____

Printed title: _____

Appendix B

Reserved

Appendix C

Reserved

Appendix D

WARRANTY

The warranties on water meters included in Project Materials and Supplies, and on Work, and Services shall be as follows:

1. Project Materials and Supplies.

(a) General. Water meters and equipment included in Project Materials and Supplies that Client purchases from HD Supply Waterworks are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each water meter manufacturer that will supply water meters and equipment as part of the Project Materials and Supplies is attached hereto as Exhibit D-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Master Agreement, but with changes to apply only to purchases of water meters occurring after the change becomes effective), but generally the start date for water meter warranties is the date of the manufacturer's shipment of such water meter as noted in the applicable Acceptance Certificate attached to this Agreement as Exhibit A-2 ("Manufacturer's Warranty Period"). PROJECT MATERIALS AND SUPPLIES OTHER THAN WATER METERS and EQUIPMENT ARE NOT WARRANTED EXCEPT TO THE EXTENT OF ANY APPLICABLE MANUFACTURER'S WARRANTY, IF ANY. HD SUPPLY WATERWORKS DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) HD Supply Waterworks' Responsibility. Upon any breach of the manufacturer's warranty on a water meter noticed to HD Supply Waterworks during the applicable Manufacturer's Warranty Period, HD Supply Waterworks' sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective water meter.

2. Work and Services.

(a) General. HD Supply Waterworks warrants that all Work and Services provided by HD Supply Waterworks shall be performed by HD Supply Waterworks in accordance with the standards of care and diligence practiced by recognized firms in HD Supply Waterworks' industry in performing Work of a similar nature in existence at the time of performance, with such warranty to expire one year after completion of the work or services (the "Warranty Period").

(b) Exclusive Remedy. Upon any breach of HD Supply Waterworks' warranty as to Work or Services during the applicable Warranty Period, HD Supply Waterworks' sole responsibility shall be to perform any corrective Work or Services necessary to bring HD Supply Waterworks' Work and Services into compliance with such requirements.

3. DISCLAIMER OF FURTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, HD SUPPLY WATERWORKS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HD SUPPLY WATERWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

Exhibit D-1

Manufacturers' Warranties

Attached to this Exhibit D-1 are the manufacturers' warranties for each of the following manufacturers of water meters, which are the only brands of water meters that HD Supply Waterworks plans to use in connection with the Project.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1111 Joseph J. Schwab Road

Des Plaines, IL 60016

P: 847-391-5464

desplaines.org

MEMORANDUM

Date: December 28, 2016

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

From: Joel Gehrett, 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: Trotter and Associates Inc. Professional Services Master Contract Approval and Approval of Task Order 1

Issue: The contract between the City and Trotter and Associates, Inc. has expired and requires renewal. In addition, we are recommending design services (Task Order 1) for upgrades at the Maple Street water plant.

Analysis: Trotter and Associates, Inc. is a regional full service engineering firm specializing in municipal infrastructure development and rehabilitation. They have specialized experience with complex distribution system solutions, new facility design and existing facility retrofit design. Trotter has successfully performed work for the City on previous projects. In addition, they have been consultant to many neighboring communities and is well respected in the region for providing excellent support for engineering services.

Task Order #1 includes replacement of the chlorination equipment and associated building upgrades. These upgrades are necessary to remain in compliance with IEPA standards. The cost for Task Order 1 is not to exceed \$69,000.

Recommendation: We recommend the Professional Services Master Contract between the City of Des Plaines and Trotter and Associates, Inc. 40W201 Wasco Road, Suite D, St. Charles IL 60175 be approved. Additionally, we recommend the approval of Task Order 1 in the amount of \$69,000.00. Funding for this contract would be CIP Water/Sewer, Professional Services (580-00-000-0000.6000).

Attachments:

Resolution R-12-17

Exhibit A – Master Agreement

Exhibit B – Task Order #1

CITY OF DES PLAINES

RESOLUTION R - 12 - 17

A RESOLUTION APPROVING A MASTER CONTRACT WITH TROTTER AND ASSOCIATES, INC., FOR PROFESSIONAL ENGINEERING SERVICES AND TASK ORDER NO. 1 FOR UPGRADES AT THE MAPLE STREET WATER PLANT.

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 certain professional engineering services for the City on an as needed basis ("*Engineering Services*"); and

WHEREAS, Trotter and Associates, 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 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 the Master Contract; and

WHEREAS, the City has appropriated funds in the Capital Projects Fund for use by the Department of Public Works and Engineering during the 2017 fiscal year for the replacement of the chlorination equipment and associated building upgrades at the Maple Street water plant ("*Design Services*"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City Code of the City of Des Plaines and Section 7.4(E) of the City's purchasing policy, the City Council has determined that procurement of the Engineering Services is not adapted to award by competitive bidding because the Engineering Services require a high level of professional skill and judgment; and

WHEREAS, the City desires to enter into Task Order No. 1 under the Master Contract with Consultant for the performance of the Design Services in the not-to-exceed amount of \$69,000.00 ("*Task Order No. 1*"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Master Contract and Task Order No. 1 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 only after receipt by the City Clerk of at least two executed copies of the final Master Contract from Consultant; provided, however, that if the City Clerk does not receive such executed copies of the final Master Contract from Consultant within 30 days after the date of adoption of this Resolution, then this authority to execute and seal the final Master Contract shall, at the option of the City Council, be null and void.

SECTION 4: APPROVAL OF TASK ORDER NO. 1. The City Council hereby approves Task Order No. 1 in substantially the form attached to this Resolution as **Exhibit B**, and in a final form to be approved by the General Counsel.

SECTION 5: AUTHORIZATION TO EXECUTE TASK ORDER NO. 1. 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. 1 only after receipt by the City Clerk of at least one executed copy of final Task Order No. 1 from Consultant; provided, however, that if the City Clerk does not receive one executed copy of final Task Order No. 1 from Consultant within 30 days after the date of adoption of this Resolution, then this authority to execute and seal final Task Order No. 1 shall, at the option of the City Council, be null and void.

SECTION 6: 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 _____, 2017.

APPROVED this ____ day of _____, 2017.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Master Contract with Trotter and Associates, Inc. and Task Order No. 1 for Engineering Services

Master Contract
Between the City of Des Plaines
And Trotter and Associates, Inc.
For Professional Engineering Services

Master Contract
Between the City of Des Plaines
And Trotter and Associates, Inc.
For Professional Engineering Services

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Master Contract
Between The City of Des Plaines
And Trotter and Associates, Inc.
For Professional Engineering Services

This contract (the “*Master Contract*”) is dated as of **January 17, 2017** (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and Trotter and Associates, 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 \$20,000 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; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2020 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. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

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 Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a 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 \$20,000 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
And Engineering

with a copy to:
City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016
Attn: City Manager

If to the Consultant:
Trotter and Associates, Inc.
40W201 Wasco Road Suite D
St. Charles, IL 60175
Attn: Mark Sikora, P.E.

with a copy to:
Trotter and Associates, Inc.
40W201 Wasco Road Suite D
St. Charles, IL 60175
Attn: Robert Benson, P.E.

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.

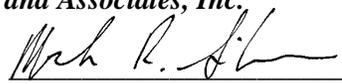
9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply 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
By: _____
Name: _____
Title: City Manager

Trotter and Associates, Inc.
By:  _____
Name: Mark R. Sikora, P.E.
Title: Vice President

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 Consultant Name (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 REMAIN UNCHANGED

[signature page follows]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

_____, 20____
Date

Signature

Name (Printed or Typed)

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date

Trotter and Associates, Inc.
2017 Schedule of Hourly Rates - Attachment B

Classification	2017 Billing Rate
Senior Project Manager	\$ 214.00
Project Manager	\$ 189.00
Professional Land Surveyor	\$ 179.00
Project Coordinator	\$ 179.00
Senior Project Engineer	\$ 179.00
Engineer Level IV	\$ 166.00
Engineer Level III	\$ 149.00
Engineer Level II	\$ 130.00
Engineer Level I	\$ 110.00
Engineering Intern	\$ 51.00
Senior Technician	\$ 155.00
Technician Level IV	\$ 134.00
Technician Level III	\$ 122.00
Technician Level II	\$ 109.00
Technician Level I	\$ 96.00
Clerical Level II	\$ 75.00
Clerical Level I	\$ 63.00
Survey Crew Chief	\$ 151.00
Survey Technician Level II	\$ 80.00
Survey Technician Level I	\$ 65.00
Prevailing Wage Survey Foreman**	\$ 181.00
Prevailing Wage Survey Worker**	\$ 176.00
Sub Consultants	
Reimbursable Expenses	See Attachment B1

*** Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

Note: On January 1, and yearly thereafter, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

Trotter and Associates, Inc.
2017 Schedule of Reimbursable Expenses - Attachment B1

Item	Unit	Unit Price
Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$ 0.29
Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$ 0.27
Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$ 0.25
Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$ 0.23
Engineering Copies up to 24" by 36"	Each	\$ 8.00
Presentation Grade Large Format Print	Sq. Ft.	\$ 5.15
Comb Binding > 120 Sheets	Each	\$ 4.75
Comb Binding < 120 Sheets	Each	\$ 3.50
Binding Strips (Engineering Plans)	Each	\$ 1.00
5 Mil Laminating	Each	\$ 1.25
Copy 11" x 17" - Color	Each	\$ 0.50
Copy 11" x 17" - Black and White	Each	\$ 0.25
Copy 8.5" x 11" - Color	Each	\$ 0.25
Copy 8.5" x 11" - Black and White	Each	\$ 0.12
Recorded Documents	Each	\$ 25.00
Plat Research		Time and Material
Per Diem	Each	\$ 30.00
Field / Survey Truck	Each	\$ 45.00
Postage and Freight		Cost

Note: Prices may be periodically increased by an amount not to exceed increases incurred by TAI.

ATTACHMENT C

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 _____ (the “Consultant”), the Parties agree to the following Task Change Order for Task Number ____:

1. Change in Contracted Services:

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

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____

4. Change in Compensation:

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

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

[signature page follows]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

Signature
Trotter and Associates, Inc
Mark R. Sikora, P.E.

_____, 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 \$[20,000], then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

Signature
City Manager

_____, 20____
Date

#10250753_v1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2016

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

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

PRODUCER Brad Trotter & Associates 395 S. Broadway Coal City, IL 60416	CONTACT NAME: Jacqui Fenoglio
	PHONE (A/C, No, Ext): 815 634 3700 FAX (A/C, No): 815 634 3737
	E-MAIL ADDRESS: bradtrotterassoc@comcast.net
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : HARTFORD ACCIDENT AND INDEMNITY CON
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED
Trotter Associates In
40W201 Wasco Road, Suite D
St. Charles IL 60175

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		83SBAFV7857	3/11/16	3/11/17	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	X		83UECPF0515	3/11/16	3/11/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Med Pay \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000	X		83SBAFV7857	3/11/16	3/11/17	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83WECRX8614	3/11/16	3/11/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City and its officials, employees, agents, and representatives must be covered as additional insured per form CG2010 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. Insureds coverage is primary.

CERTIFICATE HOLDER City of Des Plaines Public Works and Engineering Dept 1420 Miner St Des Plaines IL 60016 Attn Director of Public Works and Engineering	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jacqui Fenoglio</i>
---	--

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated January 17, 2017 between the City of Des Plaines (the “City”) and Trotter and Associates, Inc. (the “Consultant”), the Parties agree to the following Task Number 1:

1. Contracted Services: Engineering Services for Maple St. Pumping Station and Reservoir Gas Chlorination System Improvements consisting of a two-feed gas chlorination system, chlorine booster pumps systems, cylinder scales, scrubbers, ventilation systems, and controls modifications as required to implement the desired improvements. The system shall be generally similar to the system in place at the Central Road Pump Station.

2. Project Schedule: Assuming February 7 start: Preliminary design (50%) plans and specifications submitted to City 45 days after direction to proceed (March 24, 2017 +/-). Semi Final design (95%) plans and specifications submitted to City 45 days after receipt of preliminary design comments (May 23, 2017 +/-). Final Design Plans and Specifications complete and ready for bid 15 days after receipt of final comments (June 21, 2017 +/-).

3. Project Completion Date:

All Contracted Services must be completed on or before: April 17, 2018

4. Project Specific Pricing (if applicable):

- Design: For design phase services our compensation shall be Time and Material not to exceed \$45,000.00.
- Bidding: For Bidding phase services our compensation shall be Time and Material not to exceed \$6,500.00.
- Construction Phase Services: (part time), our compensation shall be Time and Material not to exceed \$17,500.00.
- Reimbursables: Per the attached schedule

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

Outside services, if any, will be passed through to the City without markup.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

[signature page follows]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering



Signature

Mark R Sikora, P.E.

_____, 20____
Date

January 17, 2017

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

Signature
City Manager

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: December 21, 2016

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

From: Tom Bueser, Superintendent of General Services *TB*
Joel Gehrett, Superintendent of Utility Services *JG*

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

Subject: Advertise for Bid – 2017 Restoration and Planting with Installation Contract

Issue: Specifications for the 2017 Restoration and Planting with Installation service contract has been completed and the project will need to be advertised for bid.

Analysis: Various parkways throughout the City require restoration due to excavation of water main breaks, sewer repairs, tree stump removals and snow plow damage. This work is required throughout the year on an as needed basis. Included in this year's contract will be the purchase and installation costs for various planting projects/improvements throughout the City as needed.

Recommendation: We recommend the 2017 Restoration and Planting with Installation contract be advertised for bid. Source of funding will be the Water and General Funds. A bid opening date of February 9, 2017 is proposed.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: December 21, 2016

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

From: Tom Bueser, Superintendent of General Services *TB*
Timothy Watkins, Assistant Director of Public Works and Engineering *TW*

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

Subject: Advertise for Bid – Fertilizer and Weed Control Application

Issue: The 2017 Budget includes funding to perform weed control and fertilizer applications at various locations throughout the City.

Analysis: This contract will carry a three (3) year term and require a vendor to apply:

- Broadleaf weed control to all sites and fertilizer to selected high profile sites such as main arterial roads, fire stations, and the TIF 1 District.
- Growth regulator applications at retention areas.
- Riverwalk treatment application and special project items.

Recommendation: We recommend the 2017-2019 Fertilizer and Weed Application contract be advertised for bid. A bid opening date of February 9, 2017 is proposed.



MEMORANDUM

Date: December 16, 2016
To: Honorable Aldermen
From: Matthew J. Bogusz, Local Liquor Commissioner
Cc: Vickie Baumann, Secretary/Licensing Division
Subject: Liquor License Request for a New License Increase

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

Maraca's Club Inc
959 S Elmhurst Rd
Class A – Tavern seats 250 or less (consumption on premises)
Increase from 30 to 31

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed on January 3, 2017 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Tuesday January 3, 2017.

A handwritten signature in black ink, appearing to read 'Matthew J. Bogusz', is written over a light blue rectangular background.

Matthew J. Bogusz
Mayor
Local Liquor Commissioner

Attachments: Ordinance
Application Packet

CITY OF DES PLAINES

ORDINANCE M - 1 - 17

AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS A LIQUOR LICENSE.

WHEREAS, Maraca’s Club, Inc. ("**Applicant**"), submitted an application to the Department of Community and Economic Development for a new Class A (Tavern) liquor license for the premises located at 959 S. Elmhurst Rd, 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 A 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 A 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 A Liquor License 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
4-4-5A	License Fees and Number				
	Class	Number	Term	Initial Fee	Annual Fee
	Class A	3031	Annual	\$3,850.00	\$1,925.00

[The remainder of the Fee Schedule is unchanged.]

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 _____, 2017.

APPROVED this ____ day of _____, 2017.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2017.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

[~~Deleted text is struck through;~~ **inserted text is bold and double underlined.**]

DP-Ordinance Add One Class A Liquor License for Maraca's Club Inc. 959 S Elmhurst Rd



LOCAL LIQUOR COMMISSION

1420 Miner Street
Des Plaines, IL 60018
P: 847.391.5300
W: desplaines.org

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: Maraca's Club Inc

Address: 959 Elmhurst Rd, Des Plaines Zip: 60016

Email: _____ Phone#: 630-336-8454
Cell 312-678-4642

Day/Hours of Operations: Monday: noon-1:00 am Tuesday: noon-1:00 am Wednesday: noon-1:00 am

Thursday: noon-1:00 am Friday: noon-2:00 am Saturday: noon-2:00 am Sunday: noon-1:00 am

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
- AB-2 TAVERN & BULK SALES – seats 501 +
- 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
- 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: Owner Manager % of Stock: 100

Name: Rosalva Avitia

Title: _____ % of Stock: _____

Name: _____

Title: _____ % of Stock: _____

Name: _____

Has either the President, Vice-President, Secretary or any officer ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony under Federal, State, County or Municipal law, statute or ordinance? 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:

Rayyan 959 South Elmhurst Rd Des Plaines, IL 60016, October 31 2018

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 of the corporation or business obtained a liquor license for another location? NO YES

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

Has any officer, owner or stockholder of the 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.

R.A. 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.

R.A. 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.

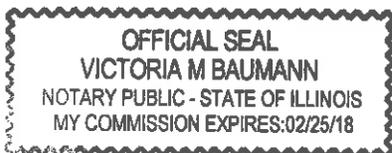
R.A. INITIALS

Rosalva Avitia
Signature of Owner

Rosalva Avitia
Print Name

SUBSCRIBED and SWORN to before me this 2nd day of December, 2016.

Victoria M Baumann
NOTARY PUBLIC (STAMP SEAL BELOW)



FORM **BCA 2.10**
ARTICLES OF INCORPORATION
Business Corporation Act

Filing Fee: \$150
Franchise Tax: \$ 25
Total: \$175

File #: 70975963

Approved By: JXR

FILED
OCT 19 2016
Jesse White
Secretary of State

1. Corporate Name: MARACA'S CLUB INCORPORATED

2. Initial Registered Agent: ROSALVA AVITIA

First Name

Middle Initial

Last Name

Initial Registered Office: 959 ELMHURST RD

Number

Street

Suite No.

DES PLAINES

IL

60016-5606

COOK

City

ZIP Code

County

3. Purposes for which the Corporation is Organized:

The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
<u>COMMON</u>	<u>1000</u>	<u>1000</u>	<u>\$ 10000</u>

NAME & ADDRESS OF INCORPORATOR

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated OCTOBER 19

Month & Day

2016

Year

710 W WILLOW GLEN ST

Street

ROSALVA AVITIA

Name

ADDISON

City/Town

IL

State

60101

ZIP Code



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2016

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

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

PRODUCER		CONTACT NAME: ESTHER GRACHAN	
OAK BROOK INSURANCE AGENCY		PHONE (A/C, No, Ext): 708-406-6023	FAX (A/C, No): 708-292-0368
7158 W. GRAND AVENUE		E-MAIL ADDRESS: ESTHER.GRACHAN@GMAIL.COM	
CHICAGO IL 60707		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FOUNDERS INSURANCE	NAIC # 14249
INSURED		INSURER B:	
MARACAS CLUB INC		INSURER C:	
959 ELMHURST ROAD		INSURER D:	
DES PLAINES IL 60016		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 001 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			QC217558	11/29/2016	11/29/2017	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
	PRODUCTS - COMP/OP AGG \$ 2,000,000							
GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
							\$	
				\$				
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB	<input type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$	
	DED	RETENTION \$	\$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
			E.L. DISEASE - POLICY LIMIT \$					
A	LIQUOR LIABILITY/DRAM SHOP	X		QC217558	11/29/2016	11/29/2017	\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COVERAGE INCLUDES CONSUMPTION ON PREMISES

CERTIFICATE HOLDER**CANCELLATION**

LOCAL LIQUOR COMMISSIONER
1420 MINER STREET

DES PLAINES IL 60016

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
ESTHER L GRACHAN

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, TUESDAY, JANUARY 3, 2017

CALL TO ORDER:

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Bogusz at 6:30 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Tuesday, January 3, 2017.

ROLL CALL:

Roll call indicated the following Aldermen present: Haugeberg, Robinson, Rodd, Sayad, Chester, Smith and Charewicz. A quorum was present. Alderman Brookman arrived at 6:38 p.m.

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Director of Community and Economic Development McMahon, Senior Planner Bye, Fire Chief Wax, Director of Human Resources Light, Director of Information Technology Sora, Police Chief Kushner, Assistant Director of Public Works and Engineering Duddles, and General Counsel Weiss.

EXECUTIVE SESSION:

Moved by Sayad, seconded by Rodd, to enter into Closed Session to discuss Collective Bargaining and Personnel. Upon roll call, the vote was:

AYES: 7-Haugeberg, Robinson, Rodd, Sayad,
Chester, Smith, Charewicz

NAYS: 0-None

ABSENT: 1-Brookman

Motion declared carried.

The City Council recessed at 6:31 p.m.

The City Council reconvened at 7:01 p.m.

Roll call indicated the following Aldermen present: Haugeberg, Robinson, Rodd, Sayad, Brookman, Chester, Smith and Charewicz. A quorum was present.

PRAYER AND PLEDGE:

The opening prayer was given by City Clerk Ludwig, followed by the Pledge of Allegiance to the Flag of the United States of America.

CITY CLERK ANNOUNCEMENTS:

City Clerk Ludwig announced that the Curbside Calendars will be delivered by the Post Office within the next two weeks. City Hall will be closed Monday, January 16, 2017 in observance of Martin Luther King Jr. Day.

CONSENT AGENDA:

Moved by Sayad, seconded by Rodd, to establish the Consent Agenda. Motion declared carried.

Moved by Sayad, seconded by Rodd, to approve the Consent Agenda. Upon roll call, the vote was:

AYES: 8-Haugeberg, Robinson, Rodd, Sayad,
Brookman, Chester, Smith, Charewicz

NAYS: 0-None



ABSENT: 0-None
Motion declared carried.

Minutes were approved; Staff recommendations and requests were approved; Ordinance M-1-17 was placed on First Reading; Resolutions R-1-17 and R-5-17 were adopted; and Ordinance M-60-16 was adopted.

APPROVE NEW CLASS A, TAVERN LIQ. LIC./ 959 S. ELMHURST RD.:
Consent Agenda

Moved by Sayad, seconded by Rodd, to concur with Staff recommendation to approve New Class A Tavern Liquor License for Maraca’s Club, Inc., 959 S. Elmhurst Road; and further recommend to place on First Reading Ordinance M-1-17, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS A LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

Ordinance M-1-17

APPROVE CDBG PY-2016 SUB-RECIPIENT AGREEMENTS:
Consent Agenda

Moved by Sayad, seconded by Rodd, to concur with Staff recommendation to approve Community Development Block Grant (CDBG) PY 2016 Sub-Recipient Agreements; and further recommend to adopt Resolution R-1-17, A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS WITH SUBRECIPIENTS OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS. Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-1-17

ORDINANCE M-60-16 APPROVE ORD./ PROHIBIT DISCHARGE SANITARY/ INDUSTRIAL WASTE/ US RTE 14 IMPROVEMENT:
Consent Agenda

Moved by Sayad, seconded by Rodd, to concur with Staff recommendation to adopt Ordinance M-60-16, AN ORDINANCE PROHIBITING THE DISCHARGE OF SANITARY AND INDUSTRIAL WASTE INTO ANY STORM SEWER OR DRAINAGE FACILITY CONSTRUCTED AS A PART OF THE US ROUTE 14 IMPROVEMENT. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE 2016-2019 COLLECTIVE BARGAINING AGR./ AFSCME:
Consent Agenda

Moved by Sayad, seconded by Rodd, to concur with Staff recommendation to approve 2016-2019 Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees (AFSCME); and further recommend to adopt Resolution R-5-17, A RESOLUTION APPROVING A FOUR-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 31 OF LOCAL 3891. Motion declared carried as approved unanimously under Consent Agenda.



**Resolution
R-5-17**

**APPROVE
MINUTES:
Consent
Agenda**

Moved by Sayad, seconded by Rodd, to approve Minutes of Regular Meeting of City Council of November 21, 2016, as published. Motion declared carried as approved unanimously under Consent Agenda.

Moved by Sayad, seconded by Rodd, to approve Minutes of Regular Meeting of City Council of December 5, 2016.

Per the request of Alderman Sayad, the following paragraph has been added to the Minutes of the December 5, 2016 City Council Meeting on Pages 5 and 9 regarding the 2017 Budget, Resolution R-185-16 as follows:

At the December 19, 2016 City Council Meeting, Alderman Sayad stated that upon further consideration, he would have abstained voting on the money allocated for the Des Plaines Community Foundation since he is a member of the Board of Directors. The City Council unanimously voted to allow the minutes of the December 5, 2016 City Council meeting to reflect this comment.

It was the consensus of the City Council to approve the Minutes as amended.

Moved by Sayad, seconded by Rodd, to approve Minutes of Regular Meeting of City Council of December 19, 2016, as published. Motion declared carried as approved unanimously under Consent Agenda.

Moved by Sayad, seconded by Rodd, to approve Minutes of Closed Session of City Council of December 19, 2016. Motion declared carried as approved unanimously under Consent Agenda.

**MAYOR BOGUSZ DECLARED THAT THE CITY COUNCIL WAS NOW
RESOLVED INTO A COMMITTEE OF THE WHOLE**

FINANCE & ADMINISTRATION – Alderman Smith, Chair

**WARRANT
REGISTER:**

Moved by Haugeberg, seconded by Sayad, to recommend to the City Council approval of the January 3, 2017 – Warrant Register, in the total amount of \$5,010,906.14; and further recommend that Resolution R-2-17 be adopted at appropriate time this evening. Motion declared carried.

COMMUNITY DEVELOPMENT – Alderman Charewicz, Chair

**BUSINESS
ASSISTANCE
PROGRAM/
MULTI-UNIT**

Director of Community and Economic Development McMahon reviewed the Memorandum from Economic Development Coordinator Pruss dated December 14, 2016 regarding Jetco Properties, Inc. which has filed a business assistance application on behalf of Jewel Osco for the 1500 Lee Street location requesting

**RETAIL GRANT
PROGRAM/
1500 LEE ST.:**

approval for a multi-unit retail grant of \$50,000.00. The applicant intends to spend approximately \$1.44M to renovate the interior of the existing grocery store and façade of the multiple tenant building. The façade improvements include new cultured stone pilasters and cornice details on the existing dryvit façade, repair and tuck pointing of the existing masonry façade, and painting of the existing metal canopy. The total cost of work for grant eligible facade improvements is \$130,000.00 according to a quote provided from the selected contractor for the project. The Multi-Unit Retail Grant Program is a sliding scale 50% matching grant for eligible expenses. Based upon the size of the building and cost of the project, the property qualifies for the maximum grant of \$50,000.00. Staff recommends that the City Council approve the Business Assistance Program applicant for reimbursement up to \$50,000.00 based upon project completion.

Director McMahon answered questions from the Aldermen.

Following discussion, moved by Sayad, seconded by Chester, to recommend to the City Council approval of the Business Assistance Program applicant for reimbursement up to \$50,000.00 based upon project completion. Motion declared carried.

**BUSINESS
ASSISTANCE
PROGRAM/
MULTI-UNIT
RETAIL GRANT
PROGRAM/
819 ELMHURST
RD.:**

Director of Community and Economic Development McMahon reviewed the Memorandum from Economic Development Coordinator Pruss dated December 14, 2016 regarding Jetco Properties, Inc. which has filed a business assistance application on behalf of Jewel Osco for the 819 Elmhurst Road location requesting approval for a façade rehabilitation grant of \$50,000. The applicant intends to spend approximately \$1.57M to renovate the interior of the existing grocery store and façade of the single tenant building. The façade improvements include the replacement of the existing dryvit façade with a new dryvit façade featuring a cornice detail and pilasters composed of cultured stone. Additionally, the existing masonry exterior will be power washed, tuck pointed and repaired as necessary. The total cost of work for grant eligible facade improvements is \$167,000 according to a quote provided from the selected contractor for the project. The façade improvement program is a 50% matching grant for eligible expenses, up to a \$20,000 match. However, based upon the size of the building and cost of the project, the applicant is requesting a grant of \$50,000.00, which is equal to the amount the property would qualify for if it were a multiple tenant property. Staff recommends that the City Council approve the Business Assistance Program applicant for reimbursement up to \$50,000.00 based upon project completion.

Director McMahon answered questions from the Aldermen.

Following discussion, moved by Brookman, seconded by Sayad, to recommend to the City Council approval of the Business Assistance Program applicant for reimbursement up to \$50,000.00 based upon project completion. Motion declared carried.



**COND. USE/
200 E. HOWARD
AVE.:**

Senior Planner Bye reviewed her Memorandum dated December 22, 2016 regarding a Conditional Use for 200 E. Howard Avenue, Suite 230, 16-082-CU. The petitioner Scott is requesting a Conditional Use permit under Section 7.4-E.3 of the 1998 City of Des Plaines Zoning Ordinance, as amended, to operate a Commercial Indoor Recreation Establishment in the M-2 Zoning District.

Ms. Bye answered questions from the Aldermen.

Petitioner Scott Pecucci and his attorney, John Carrozza, appeared before the Committee of the Whole answering questions from the Aldermen.

Following discussion, moved by Brookman, seconded by Sayad, to recommend to the City Council approval of a Conditional Use permit for 200 E. Howard Avenue, Suite 230 at appropriate time this evening. Motion declared carried.

**FINAL PUD/
240-310 POTTER
RD.:**

Senior Planner Bye reviewed her Memorandum dated December 22, 2016 regarding a Final Planned Unit Development (FPUD) requested by Petitioner Richard Vane, 240 N. Industrial Drive, Bradley, Illinois 60195 under Section 12-3-5 of the 1998 City of Des Plaines Zoning Ordinance, as amended, to allow for the construction of a parsonage and additional parking at Chicago Mar Thoma Church located at 240-310 Potter Road.

The Planning and Zoning Board, after having heard and fully considered the evidence, voted (7-0) to *recommend* approval of the Final Planned Unit Development. Staff recommends approval of the Final Planned Unit Development for the construction of a parsonage and additional parking at Chicago Mar Thoma Church, based on review of the information presented by the applicant and the findings made above. The plans are in substantial conformance with those plans submitted and approved for Preliminary PUD.

Ms. Bye answered questions from the Aldermen.

Following discussion, moved by Haugeberg, seconded by Sayad, to recommend to the City Council approval of the Final Planned Unit Development for the construction of a parsonage and additional parking at Chicago Mar Thoma Church. Motion declared carried.

PUBLIC SAFETY – Alderman Sayad, Chair

**VIDEO
PRESENTATION/
FIRE DEPT.:**

A video was presented by Fire Chief Wax.

**DISCUSSION/
PARKING
ENFORCEMENT:**

Discussion was held regarding a Memorandum dated November 22, 2016 from Police Chief Kushner regarding the request for information by Alderman Haugeberg about a parking enforcement program. Police Chief Kushner answered questions from the Aldermen.

UNFINISHED BUSINESS:

ORDINANCE M-58-16 AMEND CITY CODE/ LICENSING OF SOLICITORS:

Discussion was held.

Motion by Brookman to change the duration of each license from a sixty (60) day period to a ninety (90) day period. There was no second and the motion was not considered.

Moved by Robinson, seconded by Brookman, to adopt Ordinance M-58-16, AN ORDINANCE, AN ORDINANCE AMENDING THE CODE OF THE CITY OF DES PLAINES REGARDING THE LICENSING OF SOLICITORS, AS AMENDED. Motion declared carried.

ORDINANCE Z-35-16 PUD/ 150 N. EAST RIVER RD.:

Moved by Charewicz, seconded by Rodd, to adopt Ordinance Z-35-16, AN ORDINANCE APPROVING A PRELIMINARY PLANNED UNIT DEVELOPMENT AND TENTATIVE SUBDIVISION LOCATED AT 150 N. EAST RIVER ROAD, DES PLAINES, ILLINOIS. (Case #16-058-SUB-PUD).

Upon roll call, the vote was:

- AYES: 5-Rodd, Sayad,
Smith, Charewicz, Bogusz
- NAYS: 4-Haugeberg, Robinson,
Brookman, Chester

ABSENT: 0-None
Motion declared carried.

NEW BUSINESS:

WARRANT REGISTER:

Resolution R-2-17

Moved by Smith, seconded by Sayad, to concur with recommendation of Committee of the Whole to adopt Resolution R-2-17, 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. Total: \$5,010,906.14. Upon roll call, the vote was:

- AYES: 8-Haugeberg, Robinson, Rodd, Sayad,
Brookman, Chester, Smith, Charewicz

NAYS: 0-None
ABSENT: 0-None
Motion declared carried.

BUSINESS ASSISTANCE PROGRAM/ MULTI-UNIT RETAIL GRANT PROGRAM/ 1500 LEE ST.:

Moved by Charewicz, seconded by Brookman, to concur with recommendation of Committee of the Whole to adopt Resolution R-3-17, A RESOLUTION APPROVING A BUSINESS ASSISTANCE PROGRAM MULTI-UNIT RETAIL GRANT FOR FAÇADE IMPROVEMENTS AT 1500 LEE STREET. Upon roll call, the vote was:

- AYES: 8-Haugeberg, Robinson, Rodd, Sayad,
Brookman, Chester, Smith, Charewicz



Resolution
R-3-17
 NAYS: 0-None
 ABSENT: 0-None
 Motion declared carried.

BUSINESS ASSISTANCE PROGRAM/ FAÇADE IMPROVEMENTS/ 819 ELMHURST RD.:

Moved by Charewicz, seconded by Sayad, to concur with recommendation of Committee of the Whole to adopt Resolution R-4-17, A RESOLUTION APPROVING A BUSINESS ASSISTANCE PROGRAM GRANT FOR FAÇADE IMPROVEMENTS AT 819 ELMHURST ROAD. Upon roll call, the vote was:

AYES: 8-Haugeberg, Robinson, Rodd, Sayad,
 Brookman, Chester, Smith, Charewicz

NAYS: 0-None

ABSENT: 0-None

Motion declared carried.

Resolution
R-4-17

COND. USE/ 200 E. HOWARD AVE.:

Moved by Charewicz, seconded by Brookman, to concur with recommendation of Committee of the Whole to place on First Reading Ordinance Z-1-17, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR AN INDOOR RECREATION ESTABLISHMENT IN THE M-2 ZONING DISTRICT AT 200 E. HOWARD AVENUE, SUITE 230, DES PLAINES, ILLINOIS. (CASE #16-082-CU). Motion declared carried.

Ordinance
Z-1-17

ORDINANCE Z-1-17 COND. USE/ 200 E. HOWARD AVE.:

Moved by Brookman, seconded by Charewicz, to advance to Second Reading and adopt Ordinance Z-1-17, AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR AN INDOOR RECREATION ESTABLISHMENT IN THE M-2 ZONING DISTRICT AT 200 E. HOWARD AVENUE, SUITE 230, DES PLAINES, ILLINOIS. (CASE #16-082-CU). Upon roll call, the vote was:

AYES: 8-Haugeberg, Robinson, Rodd, Sayad,
 Brookman, Chester, Smith, Charewicz

NAYS: 0-None

ABSENT: 0-None

Motion declared carried.

FINAL PUD/ 240-310 POTTER RD.:

Moved by Charewicz, seconded by Sayad, to concur with recommendation of Committee of the Whole to place on First Reading Ordinance Z-1-17, AN ORDINANCE APPROVING FINAL PLANNED UNIT DEVELOPMENT FOR 240-310 POTTER ROAD, DES PLAINES, ILLINOIS. (CASE #16-081-FPUD). Motion declared carried.

Ordinance
Z-2-17

ORDINANCE Z-2-17 FINAL PUD/ 240-310 POTTER RD.:

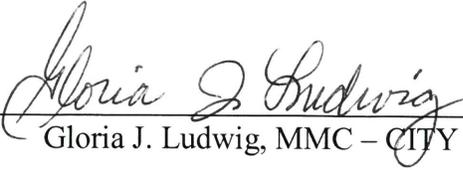
Moved by Haugeberg, seconded by Charewicz, to advance to Second Reading and adopt Ordinance Z-1-17, AN ORDINANCE APPROVING FINAL PLANNED UNIT DEVELOPMENT FOR 240-310 POTTER ROAD, DES PLAINES, ILLINOIS. (CASE #16-081-FPUD). Upon roll call, the vote was:

AYES: 8-Haugeberg, Robinson, Rodd, Sayad,
 Brookman, Chester, Smith, Charewicz

NAYS: 0-None

ABSENT: 0-None
Motion declared carried.

ADJOURNMENT: There being no further business, the meeting adjourned at 8:17 p.m.



Gloria J. Ludwig, MMC – CITY CLERK

APPROVED BY ME THIS _____

DAY OF _____, 2017

Matthew J. Bogusz, MAYOR



FINANCE DEPARTMENT

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

MEMORANDUM

Date: January 5, 2017
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance *DW*
Subject: Resolution R-14-17, January 17, 2017 Warrant Register

Recommendation: I recommend that the City Council approve the January 17, 2017 Warrant Register Resolution R-14-17.

Warrant Register.....\$2,242,807.14

Estimated General Fund Balance

Balance as of 11/30/2016: \$22,454,110

Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1st & 2nd installments of property tax revenue.

CITY OF DES PLAINES

RESOLUTION

R-14-17

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.

January 17, 2017

City of Des Plaines

Warrant Register 01/17/2017

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Department: 00 - Non Departmental						
1	4160	Real Estate Transfer Tax	6552 Kassaraba, Andrew	Refund 12/28/16	Refund of Real Estate Transfer Tax	340.00
2	4160	Real Estate Transfer Tax	6553 Scheffler, Gerard	Refund 12/28/16	Refund of Real Estate Transfer Tax	480.00
3	4400	Building Permits	6536 Jais, Joseph	2016-01100167	Sewer Permit Refund Issued 11/17/2016	300.00
4	4630	Resident Ambulance Fees	6550 Schellenberger, Eugene	16-0028024	Medical Reimbursement for DOS 07/18/2016	93.27
5	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	16-0014807	Medical Reimbursement for DOS 04/16/2016	157.34
6	4631	Nonresident Ambulance Fees	5106 United Health Care	16-0041141	Medical Reimbursement for DOS 10/13/2016	377.00
7	4750	Rental Income	1201 Sprint	1420 Miner Ref	Refund of Prepaid Rent on 1420 Miner Street Lease	32,598.36
Total 00 - Non Departmental					34,345.97	

Elected Office						
Division: 110 - Legislative						
8	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	(3.90)
9	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	647.68
Total 110 - Legislative					643.78	

Division: 120 - City Clerk						
10	6000	Professional Services	1210 Sterling Codifiers	18586	2017 Hosting Fee for City Code on Website	500.00
11	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	62.62
Total 120 - City Clerk					562.62	

Total 10 - Elected Office					1,206.40
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City Administration						
Division: 220 - Legal						
12	6009	Legal Fees - Admin	1073 Bartel, Raymond	16-24	Legal Services 12/15-12/22/2016	1,910.00
13	6120	Recording Fees	1139 Cook County of Illinois	29011302016	Recording Fees-License Agreements, Liens & Declaration 11/14 & 11/30	222.00
Total 220 - Legal					2,132.00	

Division: 230 - Information Technology						
14	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	38.01
15	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	228.06

City of Des Plaines

Warrant Register 01/17/2017

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
16	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	49.64
17	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	481.66
18	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	38.01
19	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	400.14
Total 230 - Information Technology					1,235.52	

Division: 240 - Media Services						
20	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	62.62
21	7000	Office Supplies	1220 Runco Office Supply	670301-0	3 Packs of Photo Paper	72.12
Total 240 - Media Services					134.74	

Division: 250 - Human Resources						
22	5315	Tuition Reimbursements	3600 Rogers, Edward	TRP 2016 Fall	Tuition Reimbursement for Fall 2016 Courses	1,539.00
23	7000	Office Supplies	1220 Runco Office Supply	670182-0	4 Binders & 1 Calendar	21.12
24	7000	Office Supplies	1220 Runco Office Supply	670182-1	1 Calendar	17.48
25	7000	Office Supplies	1220 Runco Office Supply	670408-0	12 Binders & 1 Pair of Scissors	65.75
Total 250 - Human Resources					1,643.35	

Division: 260 - Health & Human Services						
26	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	62.62
27	6530	Subsidy - Community Outreach	1070 Park Ridge Taxi & Livery LTD	00002344	Subsidized Taxi Voucher Program November 2016 M-12-11	54.40
28	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	000000 GLVITE	Youth Commission 12/19/2016 "Pay It Forward" Supplies	49.34
29	6535	Subsidy - Youth Commission	1514 Chicago Mercantile Exchange Inc	1330	38 Youth Commission T-Shirts	174.02
30	6535	Subsidy - Youth Commission	1514 Chicago Mercantile Exchange Inc	1332	15 Youth Commission Signs	75.00
31	6550	Subsidy - Senior Citizen Cab Service	1070 Park Ridge Taxi & Livery LTD	00002344	Subsidized Taxi Voucher Program November 2016 M-12-11	1,089.00
32	6550	Subsidy - Senior Citizen Cab Service	3344 Taxi One of Des Plaines Inc	39	Subsidized taxi Voucher Program November 2016 M-12-11	117.00
Total 260 - Health & Human Services					1,621.38	

Total 20 - City Administration					6,766.99
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Finance					
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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
33	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	90.50
34	6110	Printing Services	1233 Press Tech Inc	39507	7K Envelopes (Return & Window Type)	859.00
35	7000	Office Supplies	1644 Warehouse Direct Inc	3308629-0	4 Lamps, 1 Hand Vac, 4 Desk Pads, Organizer, Etc	403.25
36	7000	Office Supplies	1644 Warehouse Direct Inc	3309976-0	1 Wipe Erase Board and 1 Cork Board	123.91
37	7000	Office Supplies	1644 Warehouse Direct Inc	3311796-0	1 Carton of Letter Size Storage Boxes	64.45
38	7000	Office Supplies	1644 Warehouse Direct Inc	3313012-0	1 Carton of Legal Size Storage Boxes	74.13
39	7000	Office Supplies	1644 Warehouse Direct Inc	C3308629-0	Return of 1 Wipe Board & 1 Cork Board	(123.91)
40	7320	Equipment < \$5,000	1644 Warehouse Direct Inc	3308629-0	4 Lamps, 1 Hand Vac, 4 Desk Pads, Organizer, Etc	247.41
41	7320	Equipment < \$5,000	1644 Warehouse Direct Inc	3315449-0	2 Chairmats	251.26
42	7320	Equipment < \$5,000	6532 Crowd Control Warehouse	62947	6 Belt Barriers and Sign Adapter for Cashier Area	1,243.00
Total 30 - Finance					3,233.00	

Community Development						
Division: 410 - Building & Code Enforcement						
43	6000	Professional Services	3309 Elevator Inspection Services Inc	64737	Two Elevator Inspections 12/08/2016	150.00
44	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	538.97
45	6105	Records Preservation	1370 Microsystems Inc	1000075852	Scan Years 1941-1995 Plans/Permits-Str Names Ltrs O-P 11/3-12/16	2,619.57
46	6110	Printing Services	1233 Press Tech Inc	39577	1 Box of Business Cards	20.00
47	7000	Office Supplies	1066 Office Depot	887341732001	Post-It Notes, Tabs, Whiteout	54.38
48	7000	Office Supplies	1066 Office Depot	887341927001	Wall Calendar	8.63
49	7000	Office Supplies	1066 Office Depot	888624511001	Two Cases of Copy Paper	39.50
50	7000	Office Supplies	1066 Office Depot	888624603001	1 New "Date Received" Stamp	76.49
51	7000	Office Supplies	1066 Office Depot	888924126001	1 Wrist Rest/Mouse Pad	14.95
52	7320	Equipment < \$5,000	1066 Office Depot	888924216001	1 Printing Calculator	37.99
53	7320	Equipment < \$5,000	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	237.48
Total 410 - Building & Code Enforcement					3,797.96	

Division: 420 - Planning & Zoning					
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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
54	6195	Miscellaneous Contractual Services	4070 Cerabona, Gale M	64	Planning and Zoning Board Meeting Minutes 12/13/2016	81.25
55	7000	Office Supplies	1066 Office Depot	888624511001	Two Cases of Copy Paper	39.50
Total 420 - Planning & Zoning					120.75	

Total 40 - Community Development	3,918.71
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Public Works & Engineering						
Division: 100 - Administration						
56	5320	Conferences	4281 Watkins, Timothy	Reimb 12/20/2016	Reimb for AWWA Monthly Meeting Fee 12/20/2016 - Asst Dir of PW	40.00
57	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	121.71
58	6025	Administrative Services	1172 Third Millennium Associates Inc	20172	Utility Bill Rendering 12/14/2016	498.45
59	7500	Postage & Parcel	1172 Third Millennium Associates Inc	20172	Utility Bill Rendering 12/14/2016	21.04
Total 100 - Administration					681.20	

Division: 510 - Engineering						
60	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	427.13
61	6110	Printing Services	1106 Chromatech Printing Inc	7266/24563	Printing Floodplain Protection Letters 12/02/2016	1,596.00
62	7000	Office Supplies	1066 Office Depot	886307076001	1-2017 Wall Calendar	8.63
63	7200	Other Supplies	2314 Kara Co Inc	324183	15-Field Books, 5-Measuring Tapes & Wheels	165.96
64	7200	Other Supplies	1644 Warehouse Direct Inc	C3298869-0	5 - Field Diaries Returned-Wrong Size	(168.84)
Total 510 - Engineering					2,028.88	

Division: 520 - Geographic Information Systems						
65	6195	Miscellaneous Contractual	1060 Municipal GIS Partners Inc	3385	GIS Staffing and Services 12/01-12/31/2016	15,783.11
Total 520 - Geographic Information Systems					15,783.11	

Division: 530 - Street Maintenance						
66	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	455.78
67	6195	Miscellaneous Contractual	5139 All Cleaners Incorporated	121616-Desplain-	Sidewalk Snow Removal & De-icing 12/16 & 12/17/2016	260.00
68	6195	Miscellaneous Contractual Services	5139 All Cleaners Incorporated	121716-Desplain-	Sidewalk Snow Removal & De-icing - 12/17 & 12/18/2016	200.00
69	6195	Miscellaneous Contractual	5139 All Cleaners Incorporated	121816-Desplain-	Sidewalk Snow Removal & De-icing - 12/18/2016	260.00

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70	6195	Miscellaneous Contractual	5139 All Cleaners Incorporated	122316-Desplaine	Sidewalk De-icing 12/23 - 12/24/2016	60.00
71	6195	Miscellaneous Contractual	3361 G&L Contractors Inc	27486	Snow Plowing - 12/04, 12/10-12/12/2016	17,640.00
72	6325	R&M Street Lights	1044 H&H Electric Co	27224	Streetlight Repair - River & Algonquin - 12/02/2016	290.00
73	7020	Supplies - Safety	1703 Prosafety Inc	2/832050	2 Pairs of Gloves	25.90
74	7030	Supplies - Tools	2287 Kron, Frank	Reimb 12/13/16	2016 Tool Allowance	425.00
75	7035	Supplies - Equipment R&M	1043 WW Grainger Inc	9307442831	Calcium Chloride Pump - PW	1,050.60
76	7055	Supplies - Street R&M	1086 Arrow Road Construction	62158MB	2.09 Tons Asphalt - 12/15/2016	161.07
77	7055	Supplies - Street R&M	1086 Arrow Road Construction	62164MB	2.31 Tons Asphalt - 12/16/2016	178.03
78	7055	Supplies - Street R&M	1086 Arrow Road Construction	62171MB	2.36 Tons of Hot Mix Asphalt - Pothole Patch 12/20/2016	181.88
79	7055	Street Sign	1174 3M Company	SS42330	1 Roll of Sign Material	539.64
80	7055	Street Sign Supplies	1174 3M Company	SS42332	1 Roll of White Sign Material	1,593.75
81	7160	Ice Control	1194 Sicalco LTD	66004	3,985 Gals Calcium Chloride Delivered 12/20/2016	2,424.08
Total 530 - Street Maintenance					25,745.73	

Division: 535 - Facilities & Grounds Maintenance						
82	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	217.92
83	6115	Licensing/Titles	6539 Gould, Alec J	Reimb 11/01/2016	CDL Reimbursement - Expires 07/28/2020	30.00
84	6135	Rentals - Equipment	6408 NES Rentals	58644801	Rental Lift - Monopole Install - 09/13 - 09/20/2016	2,520.87
85	6135	Rentals - Equipment	6408 NES Rentals	62297601	Credit - Overcharge for Rental 12/20/2016	(695.00)
86	6145	Custodial Services	5343 ABC Commercial Inc	2016-12-21	Custodial Services - December 2016	4,424.70
87	6195	Miscellaneous Contractual	1029 Cintas #22	022405765	Mat Rental - City Hall/Metra Station - 12/14/2016	290.03
88	6195	Miscellaneous Contractual	1029 Cintas #22	022408834	Mat Rental - City Hall 12/21/2016	218.87
89	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	12-427	Pest Control - Police Dept. - 09/16/2016	187.00
90	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	12-428	Pest Control - Police Dept. - 10/14/2016	138.00
91	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	12-429	Pest Control - Police Dept. - 11/11/2016	112.00

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92	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	12-431	Pest Control - City Hall - 11/08/2016	292.00
93	6315	Other	1025 Bedco Inc	093826	Service Call - No Heat Fire Station 63 - 12/10/2016	600.00
94	6315	Other	1025 Bedco Inc	093848	Repair Heater - Fire Station 63 - 12/14/2016	360.00
95	6315	City Hall	1025 Bedco Inc	093849	Service Call Basement Heat - City Hall - 12/13/2016	360.00
96	6315	City Hall	1025 Bedco Inc	093853	Service Call for Heat - City Hall - 12/16/2016	165.00
97	6315	Fire Station #63	1277 Overhead Door Solutions Inc	11089	Service Call - Fire Station 63 11/16, 12/01, 12/05/2016	2,290.00
98	6315	Fire Station #61	1237 Pro-Line Door Systems Inc	77886	Emergency Door Repair at Fire Station #61 on 09/30/2016	2,879.00
99	6315	City Hall	5698 Doors Done Right Inc	8239 8457	Door Repair - City Hall - 12/23/2016	445.00
100	6315	Other	5698 Doors Done Right Inc	8425	Door Removal and Install - Food Pantry 12/16/2016	3,400.00
101	7025	Supplies - Custodial	1029 Cintas #22	022405766	Soap, Degreaser, Hand Towels, Toilet Paper - PW	202.87
102	7025	Supplies - Custodial	1029 Cintas #22	022408832	Soap, Paper Towels, Toilet Paper, Air Freshener - PW	129.10
103	7045	City Hall	2480 Just Faucets	172618	Gasket with Washers, Slip - City Hall	9.25
104	7045	City Hall	1047 Home Depot Credit Svcs	5583211	Tile Sample - City Hall	16.96
105	7045	Public Works	1047 Home Depot Credit Svcs	8010131	6 Spools Wire Various Colors, Conduit & 2 Couplings-PW Improv	290.77
106	7045	City Hall	1057 Menard Incorporated	85819	Duplex Electric Cover - City Hall	5.76
107	7045	City Hall	1057 Menard Incorporated	85835	Insulation, Pipe Wrap, Joint Tape - City Hall Lunchroom	51.68
108	7045	Public Works	1057 Menard Incorporated	86668	Grommet Kit and Grommets for Flag - Police Dept	8.98
109	7045	Fire Station #63	1057 Menard Incorporated	87651	Screen Door-Station 63	363.37
110	7045	City Hall	1057 Menard Incorporated	87708	2 Toilet Paper Kits	3.46
111	7045	Police	1043 WW Grainger Inc	9308655555	Coffee Maker Part - Police Dept	2.49
112	7140	Electricity	1033 ComEd	0459113083-12/16	Electricity Service 11/11-12/13/2016	13,035.99
113	7320	Equipment < \$5,000	1057 Menard Incorporated	87448	Humidifier - PW	169.99
114	7320	Equipment < \$5,000	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	237.48

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Total 535 - Facilities & Grounds Maintenance					32,763.54

Division: 540 - Vehicle Maintenance

115	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	118.21
116	6135	Rentals - Uniforms	1029 Cintas #22	022404172	Fleet Mechanic Uniform Rental - 12/12/2016	117.25
117	6135	Rentals - Uniforms	1029 Cintas #22	022407256	Fleet Mechanic Uniform Rental - 12/19/2016	127.60
118	6195	Miscellaneous Contractual	1741 Praxair Distribution Inc	75527412	Rental of Acetylene and Oxygen Tanks - 12/22/2016	449.71
119	6305	R&M Equipment	1203 Standard Industrial & Automotive Equipment Inc	24494	Service Call to Repair Truck Lift - 12/16/2016	701.50
120	7030	Supplies - Tools	6224 Bumper to Bumper	408-1054838	Battery Pack - PW Shop Tool	168.89
121	7030	Supplies - Tools & Hardware	6224 Bumper to Bumper	408-1054949	Booster Pack - PW Shop Tool	119.95
122	7030	Supplies - Tools & Hardware	2012 Gard Specialists Co Inc	99364	25 Roll Disks - PW Fleet	92.25
123	7030	Supplies - Tools	4868 Hunt, Woody R	Reimb 2016	2016 Tool Reimbursement	425.00
124	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	01P417421	2 Control Valve Arm Assemblies - PW 5092/5090	45.62
125	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	01P417541	Stabilizer Links, Nuts, Bushings, and Washers - Fire 7703	284.64
126	7040	Supplies - Vehicle R&M	5638 Castle Chevrolet North	108586	2 Fuel Lines - IT 2004	124.93
127	7040	Supplies - Vehicle R&M	5638 Castle Chevrolet North	108673	Window Regulator and 2 Nuts - Police 6912	144.55
128	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	1263510136	(4) 2.5 Gals Exhaust Fluid - PW 5089/5090/5091/5042	50.68
129	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	1263560103	Cable, Air Dryer, Drain Valve, Check Valve, Fittings - Fire 7602	900.91
130	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	131777204	16 Cases Windshield Washer Solvent & 4 Cases of Oil - Stock	242.00
131	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280065542	2 Steer Tires - PW Stock	751.96
132	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3004832024	ABS Brake Ring - PW 5079	21.82
133	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3004904328	Fuel Pump Primer Kit - PW 5051	129.86
134	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1050284	2 Horn Ball Bearings - Fire 7601	146.85
135	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1053019	2 Cases Fuel Additive - Fire 7509	192.00
136	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1053920	2 Plow Lights - PW 5077/Stock	199.90

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137	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1054456	2 Rotors, Brake Pads, Trans Fluid, Oil - Police 6002	249.13
138	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1054742	Snowplow Light Kit - PW Stock	99.95
139	7040	Supplies - Vehicle	6224 Bumper to Bumper	408-1054929	Pigtail and Socket - PW 5080	10.89
140	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	409554P	Fuel Cap Housing - Police 6012	70.86
141	7040	Supplies - Vehicle	1643 Golf Mill Ford	409620P	Shifter Cable - Police 6056	32.58
142	7040	Supplies - Vehicle	1643 Golf Mill Ford	410270P	Side Steps - PW 5044	319.20
143	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	410434392	2 Tires - Fire 7703	807.16
144	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs	490-103498-01	(3) 12V Batteries - Fire 7502/Stock	266.75
145	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	5316761	12 Hydraulic Fittings, 350 Cable Ties - PW Stock	225.95
146	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	5316842	600 Washers, Bolts, Fuses, Electrical Tape & Connectors - PW	216.34
147	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	5326175	Plow Bolts, Hydraulic Fittings, Hydraulic Hose - PW Stock	703.35
148	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027635074021	Filters: 9 Fuel, 5 Air & 3 Oil - PW Stock	234.96
149	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027635634500	12 Gallons of Antifreeze - PW 5091/5090/5092	56.88
150	7040	Supplies - Vehicle R&M	5731 Advance Auto Parts	6027635720393	2 Hydraulic, 2 Air, 2 Fuel Filters - PW 5005	110.66
151	7040	Supplies - Vehicle R&M	1670 Arlington Power Equipment Inc	708704	Guard Tube, Drive Mount, Spinner Motor & Hub & Couplings-PW 5067	1,508.83
152	7040	Supplies - Vehicle R&M	1057 Menard Incorporated	87314	3 Tubs Wax, Glass Cleaner, Clorox & Protective Wipes - PW	32.24
153	7040	Supplies - Vehicle R&M	1057 Menard Incorporated	87560	300 Wire Ties - PW	11.91
154	7040	Supplies - Vehicle R&M	1057 Menard Incorporated	87658	Grip Tape, Nozzles - PW	43.38
155	7040	Supplies - Vehicle R&M	2170 Tennant Sales & Service Co	914272417	Hood Hinge - PW 5019	69.65
156	7040	Supplies - Vehicle R&M	2170 Tennant Sales & Service Co	914287434	Returned Hood Hinge - PW 5019	(68.41)
157	7040	Supplies - Vehicle R&M	1526 Global Emergency Products Inc	AG53245	Seat Cushion - Fire 7801	411.18
158	7040	Supplies - Vehicle R&M	1575 Pirtek O'Hare	S2402840.001	Hydraulic Hose Assembly - PW 5037	81.77
159	7040	Supplies - Vehicle R&M	1575 Pirtek O'Hare	S2407732.001	3 Pressure Washer Hoses - PW 5PW1	273.90

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160	7120	Gasoline	1417 Petroleum Traders Corp	1083868	5,003 Gallons of Gasoline Delivered 12/20/2016	7,610.41
161	7130	Diesel	1417 Petroleum Traders Corp	1083869	3,000 Gallons of Diesel Fuel - Delivered 12/20/2016	5,325.75
162	7320	Equipment < \$5,000	1609 Harbor Freight Tools USA Inc	783910	Floor Jack for Mounting Snow Plows - PW	99.99
Total 540 - Vehicle Maintenance					24,361.34	

Total 50 - Public Works & Engineering	101,363.80
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Police Department						
Division: 100 - Administration						
163	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	257.90
164	7320	Equipment < \$5,000	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	237.48
Total 100 - Administration					495.38	

Division: 610 - Uniformed Patrol						
165	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	1,658.73
166	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	136.83
167	7320	Equipment < \$5,000	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	237.48
Total 610 - Uniformed Patrol					2,033.04	

Division: 620 - Criminal Investigation						
168	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	1,418.56
169	7320	Equipment < \$5,000	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	237.48
Total 620 - Criminal Investigation					1,656.04	

Division: 630 - Support Services						
170	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	563.58
171	7320	Equipment < \$5,000	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	237.48
Total 630 - Support Services					801.06	

Total 60 - Police Department	4,985.52
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Department: 65 - Emergency Management Agency

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
172	5325	Training	3429 Carroll, Beverly S	EMDC 16-4	Training Services Dec 2016-Mandated NIMS for Employees	2,100.00
173	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	346.82
174	7200	Other Supplies	1047 Home Depot Credit Svcs	6030772	12 Dz Hand Warners/4 100 Feet Ropes/2 Ice Coolers	319.81
175	7300	Uniforms	1489 JG Uniforms Inc	12151	13 Pair of Uniform Pants & 5 Polo Shirts	558.00
176	8010	Furniture & Fixtures	1389 Garvey's Office Products Inc	PINV1262478	1 File Cabinet	582.82
Total 65 - Emergency Management Agency					3,907.45	

Fire Department

Division: 100 - Administration						
177	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	270.48
178	6110	Printing Services	1233 Press Tech Inc	39523	1 Box of Business Cards	20.00
Total 100 - Administration					290.48	

Division: 710 - Emergency Services						
179	5325	Training	2417 Orland Fire Protection District	10775	Blue Card Class 12/05-12/07/2016 - 1 Paramedic	410.00
180	5330	In-Service Training	1267 Northwest Community Hospital	E170007	In-Station Con't Ed Classes & Admin Fee for Aug-Oct 2016	3,338.00
181	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	741.98
182	6305	R&M Equipment	1080 Air One Equipment Inc	118665	8 SCBA Cylinder Hydrotests 12/21/2016	248.50
183	7035	Supplies - Equipment R&M	2240 United Radio Communications	204000584-1	10 Acoustic Tube Earpiece for Radios	252.00
184	7035	Supplies - Equipment R&M	1003 AFC International Inc	48463	SCBA Bottle Parts-O-Rings, Valves, Stems, Gauge Assys	397.18
185	7035	Supplies - Equipment R&M	1047 Home Depot Credit Svcs	5132685	Misc Equipment Improvement Parts for Sta 63	256.32
186	7200	Other Supplies	1076 Sam's Club Direct	7479	10 Cases Water for Fire Trucks	29.90
187	7200	Other Supplies	3297 Bound Tree Medical LLC	82352377	1 Oxygen Bag & 1 EMS Bag	321.98
188	7200	Other Supplies	3297 Bound Tree Medical LLC	82357158	1 Trauma Bag	369.99
189	7200	Other Supplies	1571 Welding Industrial Supply	R 2008917	15 Oxygen Cylinders-Nov 2016	177.93
190	7300	Uniforms	1080 Air One Equipment Inc	118625P	1 Pair Ultimate Power FF Boots - 1 Paramedic	396.00
191	7300	Uniforms	1080 Air One Equipment Inc	118664	4 Black & 2 White Helmet Shields	1,380.00

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192	7300	Uniforms	3212 On Time Embroidery Inc	36168	5 FF Class A Cap Badge-5 New Recruits	295.00
193	7300	Uniforms	3212 On Time Embroidery Inc	36257	Class "A" Uniform Items for 1 New Paramedic	661.00
194	7300	Uniforms	3212 On Time Embroidery Inc	36258	Class "A" Uniform Items for 1 New Paramedic	661.00
195	7300	Uniforms	3212 On Time Embroidery Inc	36286	Class "A" Uniform Items for 1 New Paramedic	661.00
196	7300	Uniforms	3212 On Time Embroidery Inc	37632	Class "A" Uniform Items for 1 New Paramedic	608.00
197	7300	Uniforms	3212 On Time Embroidery Inc	37633	Class "A" Uniform Items for 1 New Paramedic	602.00
198	7300	Uniforms	3212 On Time Embroidery Inc	37750	3 Polos, 1 Nameplate, 1 Tactical Jacket, 1 Job Shirt -1 Engineer	322.00
199	7300	Uniforms	3212 On Time Embroidery Inc	37874	2 4-Pocket Pants - 1 Engineer	104.00
200	7320	Equipment < \$5,000	1080 Air One Equipment Inc	118203	2 Pairs TRT Boots	605.45
201	7320	Equipment < \$5,000	1003 AFC International Inc	48464	SCBA Eqpt-O-Rings, Diaphragms, LDV Holders, Straps	1,418.61
202	7320	Equipment < \$5,000	5036 Rescue Direct Inc	66240	2 Harnesses, 2 Rescue Helmets	1,006.17
203	8010	Furniture & Fixtures	1557 Abt Electronics & Appliances	1201601LHAG	New 36" Dual Fuel Range/6 Burner Stove for Sta 62	8,218.00
Total 710 - Emergency Services					23,482.01	

Division: 720 - Fire Prevention						
204	5325	Training	2036 Fire Investigators Strike Force	Dec 14, 2016	"Year in Review" Seminar 12/14/2016-2 Div Chiefs & 1 PT Insp	75.00
205	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	158.91
206	7200	Other Supplies	4095 Promos 911 Inc	6439	1000 Mood Pens & 1200 Stock Helmets for Public Education	1,552.79
Total 720 - Fire Prevention					1,786.70	

Total 70 - Fire Department					25,559.19
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Overhead						
207	5310	Membership Dues	1076 Sam's Club Direct	CF161204-7664688	2017 Annual Administrative Fee for Sam's Club Direct	50.00
208	6015	Communication Services	1027 Call One	12-15-2016	Communications Service 12/15/2016-01/14/2017	3,948.06

City of Des Plaines

Warrant Register 01/17/2017

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
209	6015	Communication Services	1201 Sprint	1420 Miner Cr	Partial Bill Credit on 1420 Miner Street Lease	(465.75)
Total 90 - Overhead					3,532.31	

Total 100 - General Fund					188,819.34
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Fund: 201 - TIF #1 Downtown Fund						
210	6145	Custodial Services	5343 ABC Commercial Inc	2016-12-21	Custodial Services - December 2016	720.30
211	6150	City Maintenance	5139 All Cleaners Incorporated	121616-Desplain-	Sidewalk Snow Removal & De-icing 12/16 & 12/17/2016	5,400.00
212	6150	City Maintenance	5139 All Cleaners Incorporated	121716-Desplain-	Sidewalk Snow Removal & De-icing - 12/17 & 12/18/2016	2,700.00
213	6150	City Maintenance	5139 All Cleaners Incorporated	121816-Desplain-	Sidewalk Snow Removal & De-icing - 12/18/2016	5,400.00
214	6150	City Maintenance	5139 All Cleaners Incorporated	122316-Desplaine	Sidewalk De-icing 12/23 - 12/24/2016	2,700.00
215	6150	City Maintenance	5399 Beary Landscape Management	38684	City Hall Alley Winter Planter Display - 11/22/2016	539.07
216	6150	City Maintenance	5399 Beary Landscape Management	39343	Lee Street Winter Planter Decorations - 12/09/2016	1,850.00
217	6195	Miscellaneous Contractual	1029 Cintas #22	022405765	Mat Rental - City Hall/Metra Station - 12/14/2016	73.61
218	6195	Miscellaneous Contractual	1029 Cintas #22	022408833	Mat Rental - Metra Station - 12/21/2016	149.86
219	6195	Miscellaneous Contractual Services	1025 Bedco Inc	093819	Repair Heater - Metro Square Parking Garage - 11/30/2016	498.00
220	6195	Miscellaneous Contractual	1025 Bedco Inc	093847	Service Call No Heat - Miner St - 12/15/2016	360.00
221	6195	Miscellaneous Contractual	1025 Bedco Inc	093850	Service Call - Train Station - 12/14/2016	480.00
222	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	12-430	Pest Control - Train Station - 10/20/2016	296.00
223	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	12-432	Pest Control @ Paroubek Park - 11/15/2016	189.00
224	6195	Miscellaneous Contractual	3326 A-1 Roofing Co	24298	Roof Repair at 1486 Miner Street - 10/27/2016	650.00
225	6195	Miscellaneous Contractual Services	5175 Nite Lite Signs & Balloons Inc	43827	Heating Rental For Holiday Tree Lighting 12/01-12/03/2016	651.00
226	6195	Miscellaneous Contractual	1178 Trugreen Limited Partnership	58186598	Lawn Service - TIF 1 Due to Weather - 12/01/2016	199.95

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
227	6325	R&M Street Lights	1044 H&H Electric Co	27223	Streetlight Repair - Metro Square - 12/01/2016	165.50
228	7050	Supplies - Streetscape	1644 Warehouse Direct Inc	3307590-0	Garage Can Liners - Downtown	318.54
229	8100	Improvements	6474 Maglin Corporation	USIP-001054	6 Decorative Benches for TIF 1 and Delivery	11,166.40
Total 201 - TIF #1 Downtown Fund					34,507.23	

Fund: 230 - Motor Fuel Tax Fund						
230	6330	R&M Traffic Signals	2032 Mount Prospect, Village of	2016-00550004	Wolf & Feehanville Traffic Signal 07/01-09/30/2016	115.73
231	7140	Electricity	1033 ComEd	0193753007-12/16	Electricity Service 11/10-12/13/2016	72.22
232	7140	Electricity	1033 ComEd	2943015087-12/16	Electricity Service 11/17-12/20/2016	19,933.87
233	7160	Ice Control	6461 Compass Minerals America Inc	71567043	217.64 Tons Bulk Rock Salt Delivered 12/13/2016, R-144-16	9,219.77
234	7160	Ice Control	6461 Compass Minerals America Inc	71568067	41.88 Tons Bulk Rock Salt Delivered 12/14/2016, R-144-16	1,778.23
235	7160	Ice Control	6461 Compass Minerals America Inc	71569119	11 Loads of Rock Salt - Delivered 12/15/2016	9,914.84
236	7160	Ice Control	6461 Compass Minerals America Inc	71571337	7 Loads of Bulk Rock Salt - Delivered 12/19/2016	6,240.77
237	7160	Ice Control	6461 Compass Minerals America Inc	71572326	131.25 Tons Bulk Rock Salt Delivered 12/20/2016, R-144-16	5,577.10
238	7160	Ice Control	6461 Compass Minerals America Inc	71573627	137.24 Tons Bulk Rock Salt Delivered 12/21/2016, R-144-16	5,827.21
239	7160	Ice Control	6461 Compass Minerals America Inc	71574823	85.76 Tons Bulk Rock Salt Delivered 12/22/2016, R-144-16	3,641.38
240	7160	Ice Control	6461 Compass Minerals America Inc	71574824	88.19 Tons Bulk Rock Salt Delivered 12/22/2016, R-144-16	3,744.55
Total 230 - Motor Fuel Tax Fund					66,065.67	

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
241	6000	Professional Services	1394 Gewalt Hamilton Associates Inc	4816.200-8	Lee @ Forest Traffic Signalization Ph 2 10/24-11/20/2016	4,317.80
Total 2520 - Capital Grants					4,317.80	

Total 250 - Grant Projects Fund					4,317.80
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City of Des Plaines

Warrant Register 01/17/2017

Line #	Account	Vendor	Invoice	Invoice Description	Amount
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Fund: 280 - Emergency Telephone System Fund						
Department: 60 - Police Department						
242	6015	Communication Services	1027 Call One	12-15-2016	Communications Service 12/15/2016-01/14/2017	13,665.93
Total 60 - Police Department					13,665.93	

Department: 70 - Fire Department						
243	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-17-12	Dispatch Service December 2016 R-141-13	47,824.12
Total 70 - Fire Department					47,824.12	

Total 280 - Emergency Telephone System Fund					61,490.05
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Fund: 400 - Capital Projects Fund						
244	6000	Professional Services	6463 Manhard Consulting Ltd	20669	Consulting-Stormwater Mgmt Permitting Assist 11/01-11/25/2016	4,030.00
245	6000	Professional Services	1394 Gewalt Hamilton Associates Inc	4816.200-8	Lee @ Forest Traffic Signalization Ph 2 10/24-11/20/2016	4,317.80
246	6000	Professional Services	2436 Haeger Engineering LLC	79276	2017 CIP Topographic Survey & Drafting 11/01-11/30/2016	19,796.00
247	6000	Professional Services	2436 Haeger Engineering LLC	79283	2015 Benchmark Verification & Re-establishment 03/01-12/13/2016	555.00
248	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	225.87
249	6025	Administrative Services	1172 Third Millennium Associates Inc	20172	Utility Bill Rendering 12/14/2016	249.22
250	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	62158MB	2.09 Tons Asphalt - 12/15/2016	112.72
251	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	62164MB	2.31 Tons Asphalt - 12/16/2016	124.58
252	7065	Supplies - Capital Maintenance	1086 Arrow Road Construction	62171MB	2.36 Tons of Hot Mix Asphalt - Pothole Patch 12/20/2016	127.28
253	7320	Equipment < \$5,000	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	199.99
254	7500	Postage & Parcel	1172 Third Millennium Associates Inc	20172	Utility Bill Rendering 12/14/2016	10.52
255	8100	Improvements	1328 John Neri Construction Company Inc	2015-B-P8	R-52-16- 2015 CIP Algonquin Rd Sewer 11/18-12/31/2016	198,191.13
256	8100	Improvements	1067 Orange Crush	2016-A-P8	Contractor-2016 CIP Street & Utility Contract A 11/18-12/31/2016 R-73-16	30,626.72

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
257	8100	Improvements	1067 Orange Crush	2016-B-P8	Contractor- 2016 CIP Street & Utility Contract B 12/2-12/13/2016 R-79-16	23,724.04
Total 400 - Capital Projects Fund					282,290.87	

Fund: 410 - Equipment Replacement Fund						
258	8015	Equipment	1564 EJ Equipment Inc	E00216	Purchased a Cues Sewer Televising Truck with Trade In, R-123-16	264,392.98
Total 410 - Equipment Replacement Fund					264,392.98	

Fund: 420 - IT Replacement Fund						
259	6140	Leases	5109 Konica Minolta Premier Finance	66101375	Jan 2017 Konica Copier Lease Exp 9/30/2017 (Year 3 of 3)	4,533.00
Total 420 - IT Replacement Fund					4,533.00	

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 510 - Engineering						
260	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	27.75
Total 510 - Engineering					27.75	

Division: 550 - Water Systems						
261	5310	Membership Dues	1563 American Water Works Assoc (AWWA)	7001216406	Renewal 10/01/2016-09/30/2017 Water Plant Night Operator	83.00
262	5310	Membership Dues	1563 American Water Works Assoc (AWWA)	7001287505	Renewal 03/01/2017-02/28/2018 Water Maint Foreman	83.00
263	6015	Communication Services	1027 Call One	12-15-2016	Communications Service 12/15/2016-01/14/2017	366.62
264	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	839.47
265	6195	Miscellaneous Contractual	1467 HBK Water Meter Service Inc	16-925	Meter Test - 12/09/2016	152.25
266	6195	Miscellaneous Contractual	4321 Luppino Plumbing & Sewer Co	5393	Service Call - Plumbing Work on 12/08/2016	255.00
267	6195	Miscellaneous Contractual	1303 HD Supply Waterworks LTD	G594649	UMI Installed 1 Water Meter - 11/23/2016	535.00
268	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G594739	UMI Surveyed 4 Locations for Water Meter Install - 11/23/2016	453.00
269	6195	Miscellaneous Contractual	1303 HD Supply Waterworks LTD	G594905	UMI Installed 4 Water Meters - 12/22/2016	2,643.00
270	6195	Miscellaneous Contractual Services	1303 HD Supply Waterworks LTD	G594988	UMI Installed 2 Water Meters - 11/01/2016 & 11/03/2016	1,130.00

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
271	6195	Miscellaneous Contractual	1303 HD Supply Waterworks LTD	G595085	UMI Installed 2 Water Meters - 12/22/2016	579.00
272	6195	Miscellaneous Contractual	1303 HD Supply Waterworks LTD	G595197	UMI Installed 2 Water Meters - 12/02/2016	1,737.00
273	6300	R&M Software	6540 SyTech Inc	DesPlaines121616	SCADA Software Maintenance Agreement 01/06/2017-01/06/2018	300.00
274	6300	R&M Software	1303 HD Supply Waterworks LTD	G492301	Repair Sensus Hand Held Meter Reading Device - 11/29/2016	495.00
275	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	1263500230	Light, Light Housing and Grommets - Water 9034	136.77
276	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1053507	6 Gallons Antifreeze - Water 9024	46.74
277	7040	Supplies - Vehicle	1643 Golf Mill Ford	410269P	Mirror - Water 9034	154.29
278	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	5316761	12 Hydraulic Fittings, 350 Cable Ties - PW Stock	48.42
279	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	5316842	600 Washers, Bolts, Fuses, Electrical Tape & Connectors - PW	72.11
280	7070	Other	1709 Ziebell Water Service Products Inc	235977-000	Operating Nut for Valve Repair - PW	65.00
281	7070	Other	1057 Menard Incorporated	87605	2 Bags of Salt for Driveway - PW	16.78
282	7120	Gasoline	1417 Petroleum Traders Corp	1083868	5,003 Gallons of Gasoline Delivered 12/20/2016	1,489.96
283	7130	Diesel	1417 Petroleum Traders Corp	1083869	3,000 Gallons of Diesel Fuel - Delivered 12/20/2016	397.81
284	7140	Electricity	1033 ComEd	4436122006-12/16	Electricity Service 11/10-12/13/2016	6,638.80
285	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	SCL 10015238	Deposit Refund for 10 Cylinders - 12/06/2016	(1,000.00)
286	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	SLS 10053471	10 Cylinders Chlorine - 11/30/2016	2,350.00
287	7320	Equipment <	1043 WW Grainger Inc	9307046756	2 Portable Heaters - PW 267	167.36
Total 550 - Water Systems						20,235.38

Division: 560 - Sewer Systems						
288	6015	Communication Services	1027 Call One	12-15-2016	Communications Service 12/15/2016-01/14/2017	386.51
289	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	372.47
290	6340	R&M Sewer System	6494 American Underground Incorporated	8346	Sewer Cleaning and Televising 2017 CIP 12/16/2016	5,686.54
291	6505	Subsidy - Sewer	6547 Westfall, Margaret	SLP16-032	Sewer Rebate 12/23/2016	75.00
292	6505	Subsidy - Sewer	6543 Letts, Charles A	SLP16-033	Sewer Rebate 12/23/2016	1,692.00
293	6505	Subsidy - Sewer	6486 Donsky, Jason	SLP16-034	Sewer Rebate 12/23/2016	88.50
294	6505	Subsidy - Sewer	6545 Reichl, George J	SLP16-035	Sewer Rebate 12/23/2016	1,800.00

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
295	6510	Subsidy - Flood	2246 Priore, Robert	FRP16-025	Flood Rebate 12/23/2016	1,260.00
296	6510	Subsidy - Flood	6546 Schnulle, Carol M	FRP16-026	Flood Rebate 12/23/2016	2,000.00
297	6510	Subsidy - Flood	6544 Bilotich, Jeffrey	FRP16-027	Flood Rebate 12/23/2016	2,000.00
298	6510	Subsidy - Flood	6542 Feliciano, Maria L	FRP16-028	Flood Rebate 12/23/2016	750.00
299	7030	Supplies - Tools	1057 Menard Incorporated	87461	Snow Shovels, Propane	51.85
300	7035	Supplies - Equipment R&M	2053 USA Bluebook	127039	1 Pack of 20 Push Camera Guides	93.95
301	7040	Supplies - Vehicle	6224 Bumper to Bumper	408-1054741	2 Snow Plow Lights - Stock	199.90
302	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	5316761	12 Hydraulic Fittings, 350 Cable Ties - PW Stock	48.42
303	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	5316842	600 Washers, Bolts, Fuses, Electrical Tape & Connectors -	72.11
304	7075	Supplies - Sewer System	1057 Menard Incorporated	87461	Snow Shovels, Propane Torches, 4 Space Heaters - PW	84.70
305	7120	Gasoline	1417 Petroleum Traders Corp	1083868	5,003 Gallons of Gasoline Delivered 12/20/2016	518.45
306	7130	Diesel	1417 Petroleum Traders Corp	1083869	3,000 Gallons of Diesel Fuel - Delivered 12/20/2016	50.23
Total 560 - Sewer Systems					17,230.63	

Division: 580 - CIP - Water/Sewer						
307	6000	Professional Services	1356 MWH Americas Inc	1734341	Task Order #1-Water System Operation Analysis thru 12/02/2016	955.84
308	8100	Improvements	1067 Orange Crush	2016-A-P8	Contractor-2016 CIP Street & Utility Contract A 11/18-12/31/2016	5,841.74
Total 580 - CIP - Water/Sewer					6,797.58	

Total 00 - Non Departmental					44,291.34
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Department: 30 - Finance						
309	6015	Communication Services	1552 Verizon Wireless	9776983838	Cell Phone Service 11/14-12/13/2016	19.95
310	6025	Administrative Services	1172 Third Millennium Associates Inc	20172	Utility Bill Rendering 12/14/2016	1,169.43
311	7500	Postage & Parcel	1172 Third Millennium Associates Inc	20172	Utility Bill Rendering 12/14/2016	49.35
Total 30 - Finance					1,238.73	

Total 500 - Water/Sewer Fund					45,530.07
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Fund: 510 - City Owned Parking Fund						
312	4665	Parking Fees	6551 Musham, Vijay Kumav	Refund 12/19/16	Refund of Parking Permit 12/19/2016	175.00
313	6015	Communication Services	1027 Call One	12-15-2016	Communications Service 12/15/2016-01/14/2017	776.31

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
314	6015	Communication Services	1027 Call One	12-15-2016	Communications Service 12/15/2016-01/14/2017	152.79
315	6320	R&M Parking Lots	6524 MSA Safety Inc	98758717	Repaired CO2 Sensors - Library - 12/06/2016	1,110.00
316	7060	Supplies - Parking	1043 WW Grainger Inc	9311952064	47 Light Bulbs - Metro Deck	503.73
Total 510 - City Owned Parking Fund					2,717.83	

Fund: 600 - Risk Management Fund						
317	5570	Self Insured P&L Expense	1089 Autokrafters of Des Plaines	11/23/2016	Vehicle Repair 11/23/2016 Unit #62 - RD1623188	6,141.76
Total 600 - Risk Management Fund					6,141.76	

Fund: 700 - Escrow Fund						
318	2460	Refundable Bonds	6538 St George Ukrainian Orthodox Church	2016-01300110	Temporary Tent Refund Issued 10/14/2016	200.00
319	2460	Refundable Bonds	6537 J Divita & Associates	2016-07000126	Temporary Trailer Refund Issued 07/11/2016	1,000.00
320	2460	Refundable Bonds	3368 Insure Now Inc	2016-08000045	Temporary Banner Refund Issued 08/08/2016	200.00
321	2460	Refundable Bonds	2040 Maryville Academy	2016-08000252	Temporary Tent Refund Issued 09/02/2016	200.00
322	2460	Refundable Bonds	5332 HMX Touhy Avenue LLC	2016-08000306	Temporary Tent Refund Issued 09/02/2016	200.00
Total 700 - Escrow Fund					1,800.00	

Grand Total					962,606.61
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City of Des Plaines

Warrant Register 01/17/2017

Manual Checks

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Department: 00 - Non Departmental					
323	4300	Vehicle Licenses	6188 Lucero, Felipe	Repl Refund Vehicle Sticker Refund 06/08/2016 - Repl Check	30.00
Total 00 - Non Departmental					30.00

City Administration					
Division: 230 - Information Technology					
324	6015	Communication Services	1533 Wide Open West LLC	11526044Dec2016A Internet/Cable Service 12/21/2016-01/20/2017	95.00
325	6015	Communication Services	1533 Wide Open West LLC	11526044Dec2016E Internet/Cable Service 12/21/2016-01/20/2017	(830.00)
326	6015	Communication Services	1032 Comcast Cable	12/11/2016 x1141 Internet/Cable Service 12/18/2016-01/17/2017	246.72
Total 230 - Information Technology					(488.28)

Total 20 - City Administration					(488.28)
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Overhead					
327	6015	Communication Services	1533 Wide Open West LLC	11526044Dec2016B Internet/Cable Service 12/21/2016-01/20/2017	1,915.31
328	6015	Communication Services	1533 Wide Open West LLC	11526044Dec2016C Internet/Cable Service 12/21/2016-01/20/2017	1,644.15
Total 90 - Overhead					3,559.46

Total 100 - General Fund					3,101.18
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Fund: 201 - TIF #1 Downtown Fund					
329	7110	Natural Gas	1064 Nicor	12/13/16 x550488 Natural Gas Service 11/11- 12/13/2016	106.88
330	7110	Natural Gas	1064 Nicor	12/13/16 x603131 Natural Gas Service 11/11- 12/13/2016	85.67
Total 201 - TIF #1 Downtown Fund					192.55

Fund: 250 - Grant Projects Fund					
Program: 2520 - Capital Grants					
331	6195	Miscellaneous Contractual	6541 Krueger-Warme, Phyllis R	Refund 12/21/16 FEMA 1935 Grant - Flood Insurance Reimbursement	1,309.85
Total 2520 - Capital Grants					1,309.85

Total 250 - Grant Projects Fund					1,309.85
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Fund: 500 - Water/Sewer Fund					
Division: 550 - Water Systems					
332	6015	Communication Services	1533 Wide Open West LLC	11526044Dec16A Internet/Cable Service 12/21/2016-01/20/2017	(21.28)

City of Des Plaines

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Manual Checks

Line #	Account		Vendor	Invoice	Invoice Description	Amount
333	6015	Communication Services	1533 Wide Open West LLC	11526044Dec2016D	Internet/Cable Service 12/21/2016-01/20/2017	420.00
334	7110	Natural Gas	1064 Nicor	12/15/16 x400005	Natural Gas Service 11/14-12/14/2016	80.35
335	7110	Natural Gas	1064 Nicor	12/16/16 x054542	Natural Gas Service 11/15-12/15/2016	3,014.90
336	7110	Natural Gas	1064 Nicor	12/19/16 x500005	Natural Gas Service 11/16-12/19/2016	693.72
337	7110	Natural Gas	1064 Nicor	12/19/16 x500009	Natural Gas Service 11/16-12/19/2016	140.38
Total 550 - Water Systems						4,328.07
Total 500 - Water/Sewer Fund						4,328.07
Grand Total						8,931.65

City of Des Plaines

Warrant Register 01/17/2017

Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 962,606.61	**	1/17/2017
Manual Checks	\$ 8,931.65	**	12/30/2016
Payroll	\$ 1,264,289.31		1/6/2017
RHS Payout	\$ -		
Electronic Transfer Activity:			
Bank of America Credit Card	\$ -		
Chicago Water Bill ACH	\$ -		
Postage Meter Direct Debits	\$ 6,000.00	*	12/30/2016
Utility Billing Refunds	\$ 979.57		12/22/2016
First Merit Bank Fees	\$ -		
IMRF Payments	\$ -		
FEMA Buyouts	\$ -		
Debt Service	\$ -		
Employee Medical Trust	\$ -		
Total Cash Disbursements:	\$ 2,242,807.14		

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Seventeenth Day of January 2017

Ayes _____ Nays _____ Absent _____

Gloria J. Ludwig, City Clerk

Matthew J. Bogusz, Mayor


 COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

 1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5380
desplaines.org

MEMORANDUM

Date: December 27, 2016

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
Michael McMahon, Community and Economic Development Director

From: Lauren Pruss, Economic Development Coordinator 

Subject: Class 6b Renewal Resolution Request – 455 E. Jarvis Ave. – Northwest Millwork (5th Ward)

Issue: Hybiak Family Limited Partnership and Richard E. Hybiak Declaration of Trust has filed an application requesting a City resolution in support of its Class 6b Tax Incentive renewal application (Attachment 1). The subject property was granted a 6b beginning in 2006 in support of the portion of the property which included a 12,000 square foot addition and new 3,000 (+/-) square foot mezzanine. If approved, the 6b renewal would only apply for this portion of the subject property.

Analysis: The subject property is an approximately 1.81 acre parcel of land developed with a 38,050 square foot industrial building that is leased to Northwest Millwork, a manufacturer of custom millwork, doors, windows and hardware. Northwest Millwork has been a longstanding tenant in Des Plaines for 33 years, currently generating over \$6,000,000 in annual sales and over \$120,000 in annual sales tax directly to the City. Recently hiring two residents from Des Plaines, the business has 24 full-time employees.

The Applicant has taken good care of the subject property. When Northwest Millwork outgrew the facility, the Applicant renovated and expanded the facility instead of relocating to a new location. The Applicant also built two additions to the building: one in 1986 and one in 2006. The Applicant plans to spend approximately \$20,000 to \$50,000 to provide maintenance work to the roof and the heating equipment at the subject property within the next 12 to 24 months, and create approximately 6 construction jobs while doing so.

Assessment of Tax Impact Scenarios:

1. Property Taxes in 2016 as-is in 11th Year of 6b Incentive: \$73,820
2. Estimated Property Taxes occupied as-is without a 6b: \$86,851
3. Estimated Property Taxes without a 6b and total vacancy: \$36,914
4. Estimated Property Taxes for proposed improvements occupied with a 6b: \$67,305
5. Estimated 2016 Sales Tax to City: \$120,000

Northwest Millwork suffered significant hardship during the economic recession, only beginning to stabilize in 2014. The owner, Richard Hybiak, personally supported the business during the recession, contributing in excess of \$500,000 in personal finances to cover business losses. Now that the business is profitable once again, he would like to continue to grow the business and hire new employees, but contends that the loss of the 6b incentive would prevent this and could even force the business to shut down. If this were to occur, it

would result in vacancy of the building and a significant drop in property tax revenue. Additionally, Northwest Millwork generates over \$120,000 in annual sales tax that would be lost as well.

Cook County's Class 6b economic development tool is intended to encourage industrial investment by offering a real estate tax incentive that lowers property taxes to ensure that Cook remain competitive with neighboring DuPage County property tax rates. A Class 6b incentive requires a resolution of consent from municipalities. Qualified industrial properties are assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. Normally such properties are assessed at 25% of market value. Outside of a significant capital reinvestment in an already occupied property, it has been City policy to support 6b requests only for substantial renovation of vacant property or full redevelopment in an effort to encourage reinvestment in the City's most blighted industrial properties.

Recommendation: Given that the applicant does not intend to substantially renovate the subject property, I am unable to recommend approval of the requested property tax incentive.

Attachments:

Attachment 1: Resolution Request with Estimated Improvement Costs and Sales Tax Information

Attachment 2: Estimated Tax Projections

Attachment 3: Location Map



33 NORTH LASALLE STREET, 28TH FLOOR CHICAGO, ILLINOIS 60602
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

March 23, 2016

VIA FEDERAL EXPRESS

George Sakas, AICP
Director of Community & Economic Development
City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016

RE: Class 6b Incentive Renewal
Hybiak Family Limited Partnership
Richard E. Hybiak Declaration of Trust dated November 18, 1996
455 East Jarvis Avenue
Des Plaines, Illinois 60018
PIN: 09-30-400-012-0000

Dear George:

Hybiak Family Limited Partnership and Richard E. Hybiak Declaration of Trust dated November 18, 1996 (collectively, the "Applicant") collectively own the above-referenced property and are requesting a Resolution from the City of Des Plaines supporting and consenting to a Class 6b Tax Incentive Renewal for the site. The subject property obtained a Class 6b Tax Incentive beginning in tax year 2006 based New Construction related to its approximately 12,000 square foot addition and approximately 3,000 foot mezzanine that were both constructed in 2006. Accordingly, as tax year 2015 is the tenth year in which the subject property is classified as a Class 6b property, the Class 6b related to this portion of the property is currently eligible for renewal.

The subject property consists of an approximately 38,050 square foot building located on a roughly 78,872 square foot site. Please note that as stated above, the current Class 6b Tax Incentive is only related to the approximately 12,000 square foot addition and approximately 3,000 foot mezzanine area. As our request is for a Class 6b renewal, the renewed Class 6b Tax Incentive will only be for this area. Approximately 60.58% of the building will continue to not have a Class 6b Tax Incentive with or without the renewal.

The Applicant has been a great steward of the subject property. When Northwest Millwork outgrew the facility, the Applicant renovated and expanded the facility instead of relocating to a new location. The Applicant also built two additions to the facility of the subject property: one in 1986 and one in 2006.

The Applicant plans to continue to care for the property for the foreseeable future. The Applicant plans to spend approximately \$20,000 to \$50,000 provide maintenance work to the roof and the heating equipment at the subject property. The Applicant expects to make these improvements in the next 12 to 24 months and create approximately 6 construction jobs while doing so.

George Sakas
March 23, 2016
Page 2

Northwest Millwork has been part of the City of Des Plaines business community for the last 33 years. It first occupied the subject property in July 1983 and has remained at this location through this date.

Northwest Millwork's entire operations are located at the subject property. It currently has approximately 24 full-time employees and approximately 1 part-time employee. As the construction markets stabilize after the Great Recession of 2008, Northwest Millwork has seen its client demand normalize. If this continues and Northwest Millwork obtains a renewal of its Class 6b Tax Incentive, it plans to continue to expand its workforce. In the last few months, Northwest Millwork hired two new full-time employees. Both these employees are residents of the City of Des Plaines. Northwest Millwork will continue to look to hire qualified City of Des Plaines residents for open positions at the subject property.

Northwest Millwork has been in existence since 1953, when Gene Hybiak started the business. In 1991, Gene's son Richard Hybiak became the President of Northwest Millwork. Richard continues to hold this position through today.

Northwest Millwork provides Chicagoland's homeowners, contractors, designers and architects with superior quality millwork at competitive prices. It specializes in interior and exterior doors, wood and vinyl windows, custom moldings and hardware. Northwest Millwork's number one priority is to provide outstanding customer service and products.

Though Northwest Millwork has enjoyed success at the subject property, it believes it needs the Class 6b renewal to survive. As with most home construction operations, the Great Recession that occurred around 2008 greatly hindered Northwest Millwork's business. Between 2008 and 2013, Northwest Millwork struggled to remain in business. During this time, Northwest Millwork either lost money or made little-to-no profit. Richard Hybiak was forced into drastic measures to keep the company operating. Between 2008 and 2013, Richard wrote in excess of \$500,000 in personal checks to cover the losses of the business.

Since 2014, Northwest Millwork's business has begun to stabilize; however, it is still very fragile. Richard Hybiak is very concerned that losing Class 6b Tax Incentive could greatly harm Northwest Millwork's operations. As can be seen in the attached *12 Year Impact Chart*, once the Class 6b Tax Incentive is fully expired, taxes will likely be approximately \$20,000 higher. As Northwest Millwork is barely making a profit, this \$20,000 will greatly harm Northwest Millwork's bottom line.

Richard Hybiak has already made substantial cuts to Northwest Millwork's overhead costs to keep the business operating. For instance, he provides himself only a small salary with conservative benefits. Mr. Hybiak is not sure what he would be forced to cut next in order to account for a \$20,000 increase in property taxes. He is greatly concerned that loss of the Class 6b Tax Incentive might be the final blow to Northwest Millwork, forcing the company that has been in existence since 1953 to shut down.

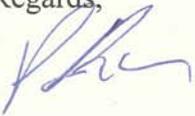
If Northwest Millwork leaves the subject property, the property could remain vacant for the foreseeable future. Any potential purchasers will likely require a Class 6b Tax Incentive before purchasing the site. A new Class 6b Tax Incentive based on vacancy would result in the entire property being assessed at 10%. The current Class 6b Tax Incentive was based on new construction of 1/3rd of the building (approximately 12,000 square foot addition and approximately 3,000 foot mezzanine). Accordingly, the current 2015 assessment level for the property taken as a whole is 19.3737%.

George Sakas
March 23, 2016
Page 3

Additionally, if Northwest Millwork leaves the City of Des Plaines, it will lose the large sales tax revenue that Northwest Millwork generates at the property. Its annual sales are customarily around \$6,000,000 to \$7,000,000. From these sales, Northwest Millwork Co. pays the Illinois Department of Revenue in excess of \$600,000 in sales tax revenue per year. The City of Des Plaines receives a large portion of this sales tax revenue.

Based on the foregoing, the Applicant requests that the City of Des Plaines review its Class 6b renewal request and approve a Resolution supporting and consenting to the renewal of the subject property's Class 6b Incentive. Should you have any questions or concerns, or require additional information, please do not hesitate to contact me at (312) 580-1595.

Regards,



Patrick Kilmer-Lipinski
Encls.

EXHIBIT A
Necessity of Request

Hybiak Family Limited Partnership and Richard E. Hybiak Declaration of Trust dated November 18, 1996 (collectively, the "Applicant") collectively own the property located at 455 East Jarvis Avenue in Des Plaines, Illinois, 60016 (PIN: 09-30-400-012-0000). The Applicant or its related entities has own the subject property since 1983. The Applicant leases the subject property to a related entity, Northwest Millwork, which is a manufacturer, warehouser and distributor of doors, windows, wood molding and other related services.

Northwest Millwork was created in 1953 by Gene Hybiak. Since 1991, Gene's son Richard Hybiak has been the President of Northwest Millwork. Richard strives every day to take care of Northwest Millwork's employees and provide quality products and services to Northwest Millwork's clients.

Though Northwest Millwork has enjoyed success at the subject property, it believes it needs the Class 6b renewal to survive. As with most home construction operations, the Great Recession that occurred around 2008 greatly hindered Northwest Millwork's business. Between 2008 and 2013, Northwest Millwork struggled to remain in business. During this time, Northwest Millwork either lost money or made little-to-no profit. Richard Hybiak was forced into drastic measures to keep the company operating. Between 2008 and 2013, Richard wrote in excess of \$500,000 in personal checks to cover the losses of the business.

Since 2014, Northwest Millwork's business has begun to stabilize; however, it is still very fragile. Richard Hybiak is very concerned that losing Class 6b Tax Incentive could greatly harm Northwest Millwork's operations. As can be seen in the attached *12 Year Impact Chart*, once the Class 6b Tax Incentive is fully expired, taxes will likely be approximately \$20,000 higher. As Northwest Millwork is barely making a profit, this \$20,000 will greatly harm Northwest Millwork's bottom line.

Richard Hybiak has already made substantial cuts to Northwest Millwork's overhead costs to keep the business operating. For instance, he provides himself only a small salary with conservative benefits. Mr. Hybiak is not sure what he would be forced to cut next in order to account for a \$20,000 increase in property taxes. He is greatly concerned that loss of the Class 6b Tax Incentive might be the final blow to Northwest Millwork, forcing the company that has been in existence since 1953 to shut down.

If Northwest Millwork leaves the subject property, the property could remain vacant for the foreseeable future. Any potential purchasers will likely require a Class 6b Tax Incentive before purchasing the site. A new Class 6b Tax Incentive based on vacancy would result in the entire property being assessed at 10%. The current Class 6b Tax Incentive was based on new construction of 1/3rd of the building (approximately 12,000 square foot addition and approximately 3,000 foot mezzanine). Accordingly, the current 2015 assessment level for the property taken as a whole is 19.3737%.

Exhibit D & G
Industrial Use

Hybiak Family Limited Partnership and Richard E. Hybiak Declaration of Trust dated November 18, 1996 (collectively, the "Applicant") collectively own the property located at 455 East Jarvis Avenue in Des Plaines, Illinois, 60016 (PIN: 09-30-400-012-0000). The Applicant or its related entities has owned the subject property since 1983. The Applicant leases the subject property to a related entity, Northwest Millwork, which is a manufacturer, warehouser and distributor of doors, windows, wood molding and other related services.

The subject property consists of an approximately 38,050 square foot building located on a roughly 78,872 square foot site. Northwest Millwork's use of the building on the subject property breaks down into the following:

- Approximately 3,200 square feet of the building (or approximately 8.4% of the building) is being used for offices.
- Approximately 29,850 square feet of the building (or approximately 78.4% of the building) is being used for warehouse operations.
- Approximately 5,000 square feet of the building (or approximately 13.1% of the building) is being used for manufacturing operations.

EXHIBIT H
Approximation of Illinois Sales Tax Revenue

Hybiak Family Limited Partnership and Richard E. Hybiak Declaration of Trust dated November 18, 1996 (collectively, the "Applicant") collectively own the property located at 455 East Jarvis Avenue in Des Plaines, Illinois, 60016 (PIN: 09-30-400-012-0000). The Applicant or its related entities has owned the subject property since 1983. The Applicant leases the subject property to a related entity, Northwest Millwork Co., which is a manufacturer, warehouser and distributor of doors, windows, wood molding and other related services.

Northwest Millwork directly generates a significant amount of sales tax at the subject property. Its annual sales are customarily around \$6,000,000 to \$7,000,000. From these sales, Northwest Millwork Co. pays the Illinois Department of Revenue in excess of \$600,000 in sales tax revenue per year.

In addition, the City of Des Plaines can also expect Northwest Millwork Co. and its employees to invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. The City can expect that Northwest Millwork Co. will attract business and various customers to the City in the course of its operations that will likely visit local establishments such as restaurants, gas stations, grocery stores and more.

EXHIBIT H & I
Approximation of Property Tax Revenue

Hybiak Family Limited Partnership and Richard E. Hybiak Declaration of Trust dated November 18, 1996 (collectively, the "Applicant") collectively own the property located at 455 East Jarvis Avenue in Des Plaines, Illinois, 60016 (PIN: 09-30-400-012-0000). The Applicant or its related entities has owned the subject property since 1983. The Applicant leases the subject property to a related entity, Northwest Millwork Co., which is a manufacturer, warehouser and distributor of doors, windows, wood molding and other related services.

Without a renewal of the property's Class 6b Tax Incentive, Northwest Millwork Co. is greatly concerned that it will not have the financial resources to remain at the subject property. If Northwest Millwork Co. vacated the property, the site will become 100% vacant and unused.

When a property is 100% vacant and unused, the buildings located thereon are typically assessed at 20% of their fair market value at full occupancy. Using fair market value numbers based on the 2015 Board Certified Assessed Value, the chart enclosed entitled *12 Year Impact Chart* shows how this vacancy reduction would impact the total assessed value of the subject property. According to the chart, if there was no 6B and the subject property was fully vacant, the subject property would have an estimated assessed value of \$124,736. Based on this assessed value, the subject property would generate an estimated \$442,973 in total tax revenue over the proposed 12 year life of the incentive.

If the property receives a renewal of its Class 6b Tax Incentive, Northwest Millwork Co. will likely remain at the subject property for the foreseeable future. Though the property will have a lower assessment level, the building on the property will not receive a vacancy reduction. Based on the enclosed *12 Year Impact Chart*, in this scenario, the subject property will have an estimated assessed value of \$227,428. Based on this assessed value, the subject property would generate an estimated \$827,209 in total tax revenue over the proposed 12 year life of the incentive.

As can be seen in the above, denial of the property's Class 6b Tax Incentive renewal will likely cause a reduction of approximately \$384,236 in property tax revenue generated at the subject property. Allowing the property to become vacant would yield an assessed value of the subject property that is lower than the assessed value of the subject property if the 6B is renewed. Because tax revenues are based on assessed valuation, denying the Applicant's request for a 6B renewal would damage the fiscal outlook of the City.

The attached breakdown reveals the effect of what the taxes could be with the renewal of the Class 6b Tax Incentive as opposed to without the Class 6b Tax Incentive renewal. By reviewing this breakdown, one can see that the overall taxes for this property with a renewal of the Class 6b Incentive should be greater than the taxes for this property if it were to receive vacancy relief.

EXHIBIT J & K
Information Regarding the Applicant and User

Hybiak Family Limited Partnership and Richard E. Hybiak Declaration of Trust dated November 18, 1996 (collectively, the "Applicant") collectively own the property located at 455 East Jarvis Avenue in Des Plaines, Illinois, 60016 (PIN: 09-30-400-012-0000). The Applicant or its related entities has owned the subject property since 1983. The Applicant leases the subject property to a related entity, Northwest Millwork, which is a manufacturer, warehouser and distributor of doors, windows, wood molding and other related services.

Northwest Millwork has been part of the City of Des Plaines business community for the last 33 years. It first occupied the subject property in July 1983 and has remained at this location through this date.

Northwest Millwork's entire operations are located at the subject property. It currently has approximately 24 full-time employees and approximately 1 part-time employee. As the construction markets stabilize after the Great Recession of 2008, Northwest Millwork has seen its client demand normalize. If this continues and Northwest Millwork obtains a renewal of its Class 6b Tax Incentive, it plans to continue to expand its workforce. In the last few months, Northwest Millwork hired two new full-time employees. Both these employees are residents of the City of Des Plaines. Northwest Millwork will continue to look to hire qualified City of Des Plaines residents for open positions at the subject property.

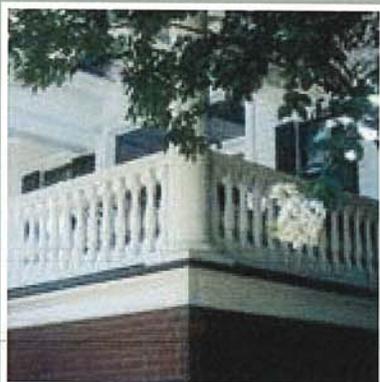
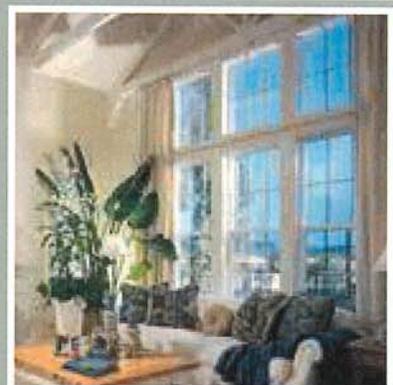
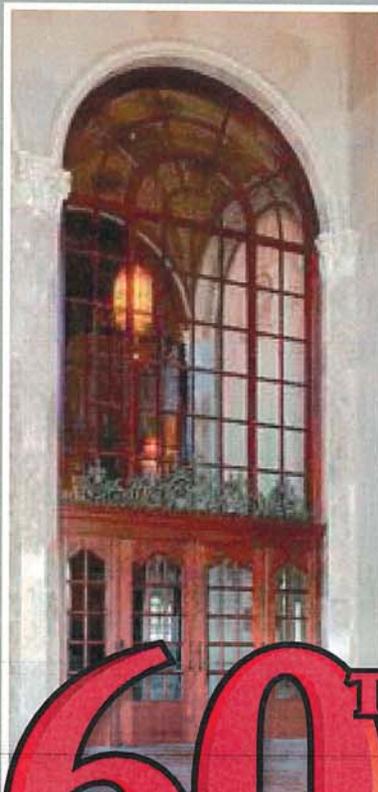
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For information regarding Northwest Millwork please see the attached brochure or visit its website at <http://www.nwmillwork.com/>.

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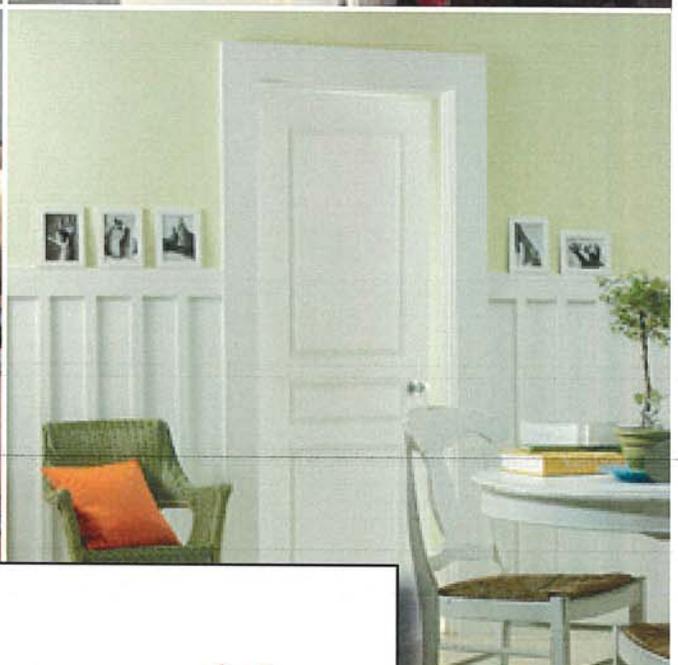
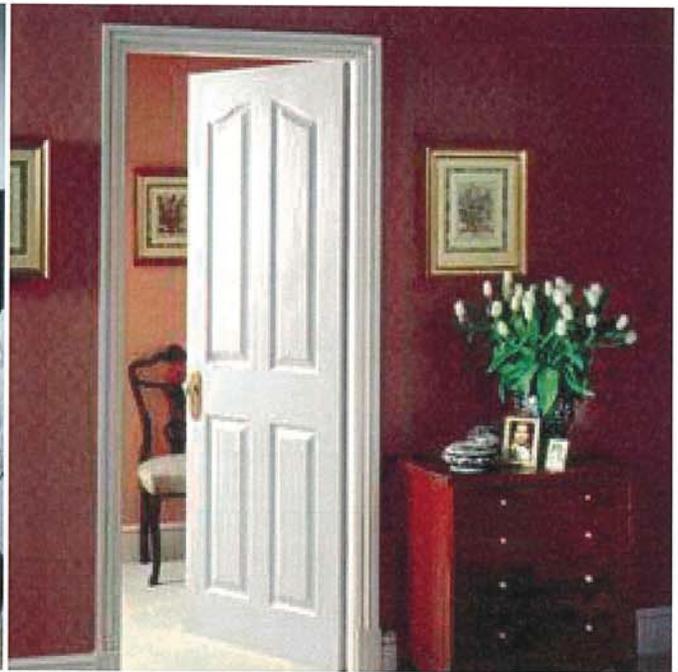
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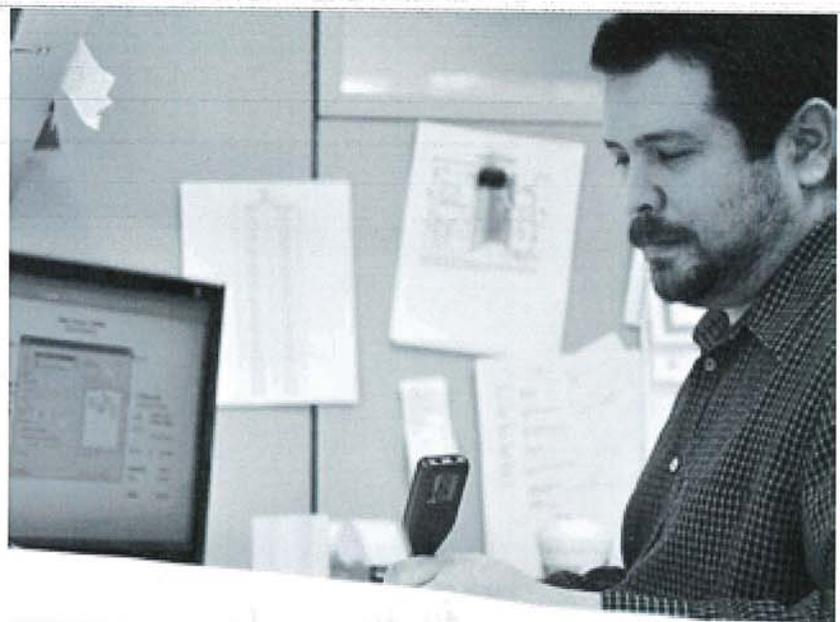


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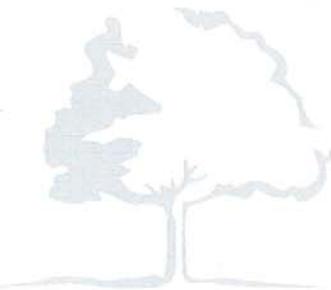




NORTHWEST MILLWORK CO.

Northwest Millwork Company was founded in 1953 by Gene Hybiak. It was his vision of having a company not only provide top quality products and workmanship but also provide outstanding price and service. More than sixty years later under the guidance of Richard Hybiak, Northwest Millwork Company continues to grow to become an exceptional window, door, and millwork company in the Chicago land area.

- Bring us your plans, drawings, pictures and ideas. Let our sales team help you achieve the look you want at a price you can afford.
- Custom profiles and other species are available.
- Material lists are always welcome for a fast and accurate comparison. Let us help you save money on your next project.



Green Building Products

Interest in sustainable, green building practices is greater than ever. Whether concerned about allergies, old-growth forests, energy costs, or durability and long-term value, homeowners and builders are looking for ways to ensure that their homes are healthy, safe, beautiful and efficient. Northwest Millwork is committed to the use of environmentally responsible building materials and products. Please ask our sales team for information on the ever growing list of Green Building Products offered by Northwest Millwork. Some of our Green Product vendors include the following:



StileChoice
www.ihsdoor.com



Masonite
www.masonitedoor.com



Moulding & Millwork
www.mouldingandmillwork.com



Glenoak Lumber
www.glenoaklumber.com



Kolbe Windows
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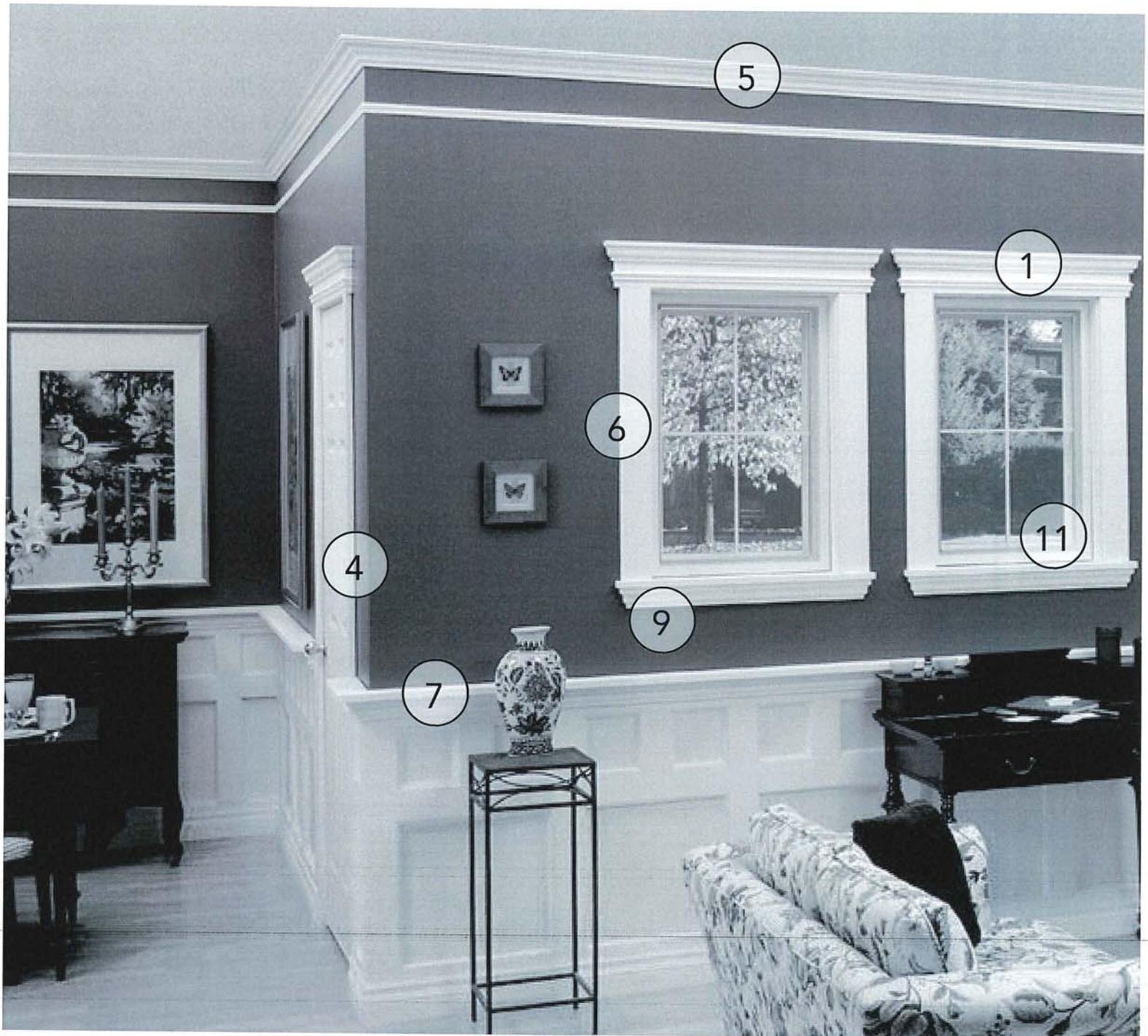
Alexandria Moulding
www.alexmo.com



Lincoln Windows
www.lincolnwindows.com



Trustile
www.trustile.com



- ① **ARCHITRAVES:** In classical architecture, it described the main beam resting on the tops of the columns. Today it is often used as a decorative moulding for ornamentation or finishing at the top of windows and doors.
- ② **BASEBOARDS:** Baseboards are placed along the wall at the floor. They should be chosen to work in harmony with your casings to finish and tie the room together. Baseboards are usually thinner than the casing.
- ③ **BUILD-UPS:** Combining two or more moulding profiles to create a new or custom look. Also called stacking, build-ups make it easy to create the look of custom made trimwork without the high cost.
- ④ **CASING:** Casings define the overall character of a room and are often the most visible part of the trim. They are used primarily to cover the gap between drywall and the door or window frame. Casings are generally thicker than the base mouldings.
- ⑤ **CROWNS:** Crowns are placed along the wall at the ceiling. They come in a wide range of patterns and sizes. Crowns soften the transition from wall to ceiling while adding a distinctive look and charm to your room.



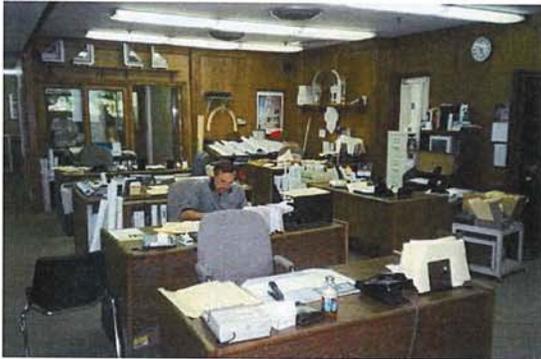
- ⑥ **FINISH BOARDS:** Finish Boards come in either S4S (Surfaced 4 Sides) or S3S (Surfaced 3 Sides) and are used for a multitude of purposes including shelving, window liner, bases, casing, etc.
- ⑦ **LATTICE:** A Lattice is a thin strip of flat moulding commonly used to hide seams and trim edges. It is available in a multitude of widths and is useful for a wide variety of projects.
- ⑧ **PANEL MOULDS:** Panel Moulds are used to frame wall paneling and add an accent to your walls. Often used in furniture construction.
- ⑨ **RAKE MOULD:** Rakes are often used as crowns. In fact, they are sometimes called "solid crowns".
- ⑩ **WAINSCOT:** Trimwork installed in the area below a chair rail. Numerous options are available including raised panel, shadow box and beaded. Combined with a chair rail and baseboard, Wainscoting creates a dramatic look to any room.
- ⑪ **WINDOW STOOL:** Also called window sill, a Window Stool is the surface installed below the sash of a window. Trim installed under window stool creates a distinctive look and adds a decorative touch.

Planned Rehabilitation of the Subject Property

Hybiak Family Limited Partnership and Richard E. Hybiak Declaration of Trust dated November 18, 1996 (collectively, the "Applicant") collectively own the property located at 455 East Jarvis Avenue in Des Plaines, Illinois, 60016 (PIN: 09-30-400-012-0000). The Applicant or its related entities has owned the subject property since 1983. The Applicant leases the subject property to a related entity, Northwest Millwork, which is a manufacturer, warehouser and distributor of doors, windows, wood molding and other related services.

The subject property consists of an approximately 38,050 square foot building located on a roughly 78,872 square foot site. The Applicant has been a great steward of the subject property. When Northwest Millwork outgrew the facility, the Applicant renovated and expanded the facility instead of relocating to a new location. For instance, it completely remodeled the facility's office area:

Before Remodel



After Remodel



The Applicant also built two additions to the facility of the subject property: one in 1986 and one in 2006.

The Applicant plans to continue to care for the property for the foreseeable future. The Applicant plans to spend approximately \$20,000 to \$50,000 provide maintenance work to the roof and the heating equipment at the subject property. The Applicant expects to make these improvements in the next 12 to 24 months and create approximately 6 construction jobs while doing so.

Please note that these rehabilitation costs could significantly vary for a variety of reasons depending on cosmetic improvements and market variances.

12 Year Impact Chart
 455 East Jarvis Avenue
 Des Plaines, Illinois
 (PIN: 09-30-400-012-0000)

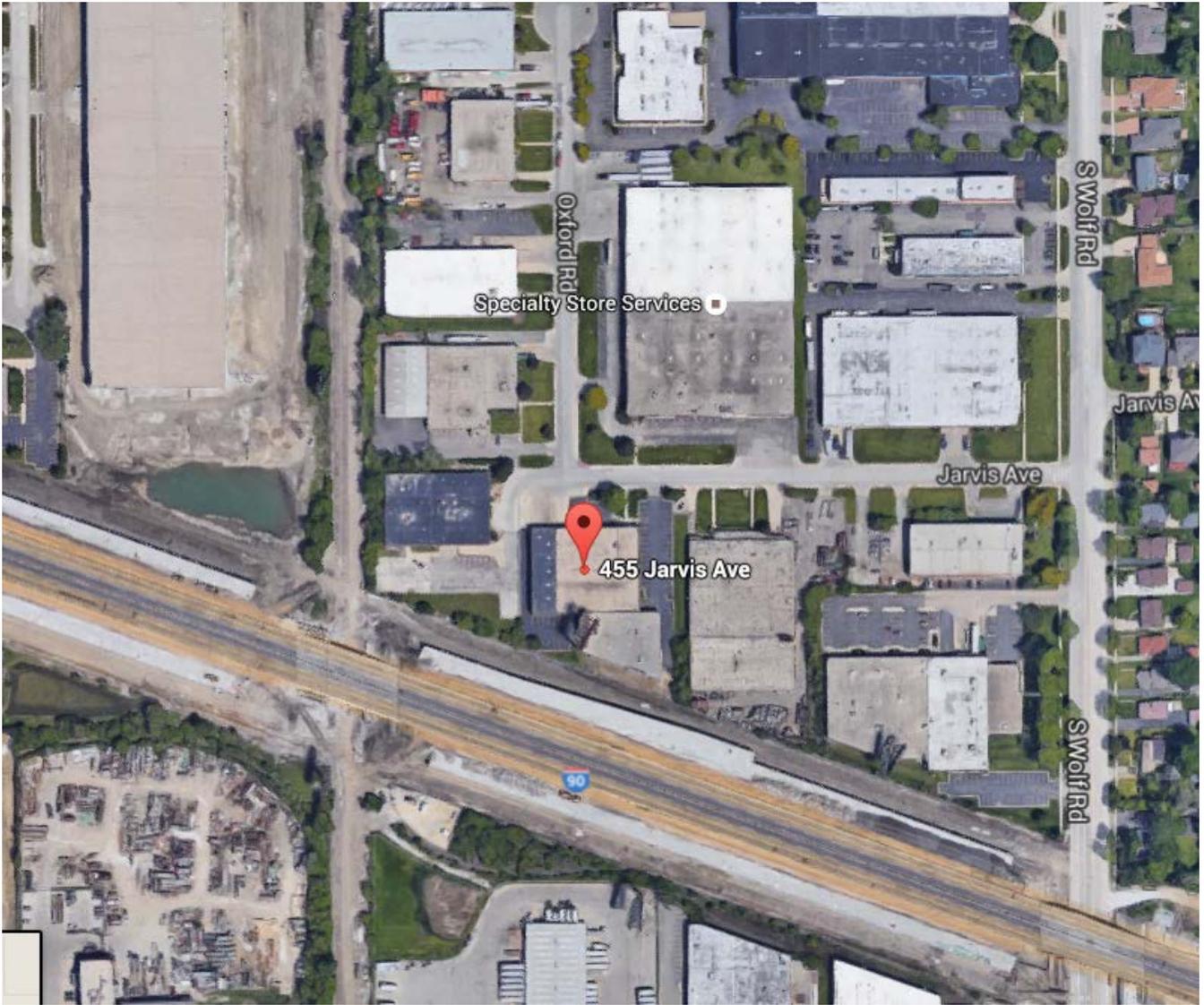
Tax Year	2014 Tax Rate	2014 Multiplier	Estimated Effective Tax Rate	Estimated Taxes without a Class 6b Renewal and A Approximately \$20,000 in Improvements				Estimated Taxes without a Class 6b Renewal and with Total Vacancy				Estimated Taxes with a Class 6b Renewal and Approximately \$20,000 in Improvements					
				Estimated Market Value Based on the 2015 Cook County Board of Review Certified Market Value with Full Occupancy and \$20,000 in Improvements	Year of Proposed Renewal Incentive	Assessment Level Without a Class 6b Renewal	Estimated Assessed Value Without a Class 6b Renewal	Estimated Taxes Without a Class 6b Renewal	Estimated Market Value Based on the 2015 Cook County Board of Review Certified Market Value with a Reduction Based on 10% Vacancy	Assessment Level Without a Class 6b Renewal	Estimated Assessed Value Without a Class 6b Renewal	Estimated Tax Without a Class 6b Renewal	Estimated Market Value Based on the 2014 Cook County Board of Review Certified Market Value with Full Occupancy and \$20,000 in Improvements	Year of Proposed Renewal Incentive	Assessment Level With a Class 6b Renewal	Estimated Assessed Value With a Class 6b Renewal	Estimated Taxes With a Class 6b Renewal
2016	10.859%	2.7253	29.594%	\$1,173,903	11th	21.2481%	\$249,444	\$73,820	\$488,944	25.0000%	\$124,736	\$36,914	\$1,173,903	1st	19.3737%	\$227,428	\$67,305
2017	10.859%	2.7253	29.594%	\$1,173,903	12th	23.1246%	\$271,460	\$80,336	\$488,944	25.0000%	\$124,736	\$36,914	\$1,173,903	2nd	19.3737%	\$227,428	\$67,305
2018	10.859%	2.7253	29.594%	\$1,173,903	n/a	25.0000%	\$283,476	\$86,851	\$488,944	25.0000%	\$124,736	\$36,914	\$1,173,903	3rd	19.3737%	\$227,428	\$67,305
2019	10.859%	2.7253	29.594%	\$1,173,903	n/a	25.0000%	\$283,476	\$86,851	\$488,944	25.0000%	\$124,736	\$36,914	\$1,173,903	4th	19.3737%	\$227,428	\$67,305
2020	10.859%	2.7253	29.594%	\$1,173,903	n/a	25.0000%	\$283,476	\$86,851	\$488,944	25.0000%	\$124,736	\$36,914	\$1,173,903	5th	19.3737%	\$227,428	\$67,305
2021	10.859%	2.7253	29.594%	\$1,173,903	n/a	25.0000%	\$283,476	\$86,851	\$488,944	25.0000%	\$124,736	\$36,914	\$1,173,903	6th	19.3737%	\$227,428	\$67,305
2022	10.859%	2.7253	29.594%	\$1,173,903	n/a	25.0000%	\$283,476	\$86,851	\$488,944	25.0000%	\$124,736	\$36,914	\$1,173,903	7th	19.3737%	\$227,428	\$67,305
2023	10.859%	2.7253	29.594%	\$1,173,903	n/a	25.0000%	\$283,476	\$86,851	\$488,944	25.0000%	\$124,736	\$36,914	\$1,173,903	8th	19.3737%	\$227,428	\$67,305
2024	10.859%	2.7253	29.594%	\$1,173,903	n/a	25.0000%	\$283,476	\$86,851	\$488,944	25.0000%	\$124,736	\$36,914	\$1,173,903	9th	19.3737%	\$227,428	\$67,305
2025	10.859%	2.7253	29.594%	\$1,173,903	n/a	25.0000%	\$283,476	\$86,851	\$488,944	25.0000%	\$124,736	\$36,914	\$1,173,903	10th	19.3737%	\$227,428	\$67,305
2026	10.859%	2.7253	29.594%	\$1,173,903	n/a	25.0000%	\$283,476	\$86,851	\$488,944	25.0000%	\$124,736	\$36,914	\$1,173,903	11th	21.2491%	\$249,444	\$73,820
2027	10.859%	2.7253	29.594%	\$1,173,903	n/a	25.0000%	\$283,476	\$86,851	\$488,944	25.0000%	\$124,736	\$36,914	\$1,173,903	12th	23.1246%	\$271,460	\$80,336
				Total Estimated Taxes (2016 to 2027)				Total Estimated Taxes (2016 to 2027)				Total Estimated Taxes (2016 to 2027)					
				\$1,022,870				\$442,973				\$827,209					

Property Tax Revenue Generated from the Renewal of the Property's Class 6b Tax Incentive: **\$384,236**

Notes:
Note 1: The above is based on the assumption that the Class 6b Tax Incentive for the subject property will be renewed in 2016.
Note 2: The 2014 Effective Tax Rate (the 2014 tax rate x the 2014 multiplier) was not increased to account for possible increases in the Effective Tax Rate between 2014 and 2027.
Note 3: The subject property's 2015 Cook County Board of Review Certified Market Value is \$1,153,903.
Note 4: Without a renewal, tax year 2015 is scheduled to be the 11th year of the incentive and tax year 2016 is scheduled to be the 12th year of the incentive. Accordingly, the assessment level without a renewal for tax year 2016 will likely be around 21.2491% (based on the 2015 assessment level) and the assessment level without a renewal for tax year 2017 will be around 23.1246% (based on the 2015 assessment level). The above assessment levels for said tax years, however, are listed at 25%. **This is based on the fact that when a property becomes fully vacant, the Assessor's Office deactivates the incentive until the property becomes reoccupied.** Please note that Assessor's Office still counts those years when incentive is deactivated as part of the incentive's term. Accordingly, with or without deactivation, tax year 2017 will be the last year of the incentive unless it is renewed.

The above estimates are speculative, and should be treated as such.

Location Map





PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: January 3, 2017

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

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

Subject: Sidewalk Program Inspection and Replacement Discussion

Issue: As part of the 2017 Budget Hearing process, Alderman Brookman requested that the City’s sidewalk replacement program guidelines be reviewed and discussed at a future City Council meeting.

Analysis: The purpose of the City of Des Plaines Sidewalk Program is to repair or replace hazardous sidewalks within the rights-of-way of the City. On an annual basis, locations for sidewalk replacements are determined from two sources: 1) notice of a hazardous condition from the public and/or employees, and 2) in connection with the City’s street improvement program. Once the City is put on notice of a sidewalk defect or trip hazard, the location is recorded along with the date of notice and programmed for repair/replacement on a “first come – first served” basis as the sidewalk replacement budget allows. Severe defects are ramped with asphalt or ground flush as an interim measure. The waiting list for this type of replacement is approximately one year based on the current funding level.

Sidewalks are also replaced in connection with streets proposed for improvement under the annual capital improvement program. Sidewalks along streets slated for rehabilitation or reconstruction are inspected for defects and the locations are included for replacement in the overall construction project for the respective streets.

Below is a funding history for the City’s Sidewalk Program:

Year	Amount Budgeted
2017	\$1,000,000
2016	\$700,000
2015	\$750,000
2014	\$850,000
2013	\$850,000
2012 and Prior	\$250,000/year

The City owns and maintains 300 miles of sidewalk. The cost for replacement is approximately \$200,000 per mile of sidewalk, resulting in a total asset cost of \$60 million.

Staff had requested a recent Sidewalk Replacement Program Survey to the NWMC and have attached the results. Two additional municipal surveys related to public sidewalks are also attached.

Recommendation: We recommend discussion of the City’s Sidewalk Inspection and Replacement Program.

Attachments:

Attachment 1 – NWMC Sidewalk Replacement Survey Results, October 2016

Attachment 2 – NWMC Sidewalk Replacement Cost Participation, May 2016

Attachment 3 – NWMC Sidewalk Replacement and Grinding, November 2015

Attachment 4 – City of Des Plaines Concrete Program Guidelines

Does your community have a city / resident cost share for public sidewalk replacement?			
Municipality	Yes.	No, the City pays 100%	If yes, what is the split?
Arlington Heights		No, the City pays 100%	
Bannockburn		No, the City pays 100%	
Barrington		No, the City pays 100%	
Bartlett	Yes.		We will replace damaged/deteriorated sidewalk at 100% Village cost but if residents want other sections replaced we share in the cost at 50/50.
Buffalo Grove	Yes.		The Village reviews and if it warrants replacement the Village will pay up to the Village's current contract price for replacement.
Carpentersville		No, the City pays 100%	
Des Plaines		No, the City pays 100%	
Evanston	Yes.		50% City share / 50% resident share.
Fox Lake		No, the City pays 100%	
Glencoe		No, the City pays 100%	
Glenview		No, the City pays 100%	
Grayslake	Yes.		The Village will invoice each property owner for 50% of the cost of their sidewalk portion.
Hoffman Estates		No, the City pays 100%	
Kenilworth		No, the City pays 100%	We used to send out voluntary donation letters but the calls we received complaining about us asking for funding caused us to fade out the program over the course of three years.
Lake Forest		No, the City pays 100%	
Lake Zurich		No, the City pays 100%	
Lincolnshire		No, the City pays 100%	
Morton Grove	Yes.		50/50
Mount Prospect	Yes.		The resident pays approximately 50% of the cost of the concrete only. The Village pays the remaining cost of the concrete and any other pay items that are part of the contract.
Niles		No, the City pays 100%	
Northfield	Yes.		50/50 for resident wanting sidewalks replaced because of aesthetics. Village pays 100% for all other sidewalk replacements.
Palatine	Yes	No, the City pays 100%	The Village conducts a hazardous sidewalk replacement program to address offsets greater than 7/8". This is fully Village funded by the Village on a 7 year cycle. Should there be a defect in an area not being treated by the fully funded program, residents can accelerate replacements for qualifying sidewalk squares at a 50/50 cost share.
Park Ridge	Yes.		50/50
Rolling Meadows		No, the City pays 100%	
Skokie	Yes.		50/50
Streamwood		No, the City pays 100%	
Vernon Hills		No, the City pays 100%	
Wheeling		No, the City pays 100%	
Wilmette		No, the City pays 100%	
Winnetka		No, the City pays 100%	

Municipality	Does your community perform sidewalk grinding or precision concrete cutting to eliminate trip hazards?	Do you perform this work in lieu of sidewalk removal and replacement?	Do you perform this task in-house or contract the work out?	If contracted out what firm(s) have you used in the past?
Arlington Heights	Grinding yes. Cutting not yet but it is under consideration.	No in addition to, not in lieu of.	Grinding is performed in-house.	N/A.
Barrington	Yes, mostly grinding, we have cut in the past but only once.	Yes, also do mud jacking.	Both.	Work done several years ago, and cannot find contractor info.
Buffalo Grove	Yes.	No, we perform both based on circumstances.	Both.	Safe Step.
Carpentersville	Yes.	Prior to 2016 we did both. For 2016, yes.	Contract.	Safestep.
Cary	Yes - starting this process for the first time during this fiscal year.	No - this is intended to supplement our annual replacement program and address minor areas of displacement.	In-house.	
Deerfield	No.	The Village of Deerfield currently removes and replaces sidewalks.	We remove and replace in house.	N/A.
Des Plaines	Sidewalk grinding or temporary asphalt ramps, depending on condition.	No, they are performed as an interim measure until sidewalk replacement can take place.	In-house.	
Evanston	No - We patch with asphalt and replace using a 50/50 cost share with residents.	Only as emergency repairs.	Patching is in-house.	
Glencoe	Not yet. We anticipate in the future.	Not in lieu. It would be done as a temporary means prior to sidewalk removal.	If done, we would utilize a contractor.	Not available at this time.
Glenview	No.	N/A.	N/A.	N/A.
Grayslake	No.	No; we do annual removals and replacements.	Contract the work out.	Mondi Construction.
Hanover Park	No.	N/A.	N/A.	N/A.
Hoffman Estates	We have used a grinding method and a cutting method in years past. In 2015, we initiated a mudjacking contractor.	No, in addition to removal and replacement.	Contract work out.	Sidewalk Cutting: Sidewalks Plus USA, Ltd. Mudjacking: Triple AAA Concrete.
Lake Forest	No.			
Lake Zurich	Yes.	Yes for trip hazards 1/2 inch or smaller.	In-house.	N/A.
Libertyville	Sidewalk grinding.	No, this activity supplements our removal & replacement program.	Both.	Safe-Step.
Lincolnshire	N/A. We do not have residential sidewalks.	N/A.	N/A.	N/A.
Lincolnwood	Public Works will cold patch sidewalks until early late-spring early-fall when a contractor is hired to grind.	Yes, generally do not do sidewalk replacements unless there is a water main break.	Patching done in-house, grinding contracted out.	Schroeder & Schroeder was used for 2015 (847) 933-0526
Mount Prospect	Yes we grind and ramp sidewalks.	Yes, we ramp or grind the trip hazard and inform when our paving/sidewalk trip hazard program will be in the area. We also offer share cost immediately.	In-house.	
Niles	No.	No.	N/A.	N/A.
Northbrook	Sidewalk grinding is performed on offsets generally 1" or less. Greater offsets are ramped with asphalt until the sidewalk can be removed and replaced.	Yes, however some more extensive grinding may also require replacement at a later date.	In-house.	N/A.
Palatine	Grinding.	Yes for smaller offsets.	In-house.	N/A.
Park Ridge	No.	No.	N/A.	N/A.
Prospect Heights	Yes.	No we do both.	In-house.	
Rolling Meadows	Grind in house to remove hazard until the following years R & R program.	Temporary.	In-house for emergency only.	
Schaumburg	Yes.	Both.	In-house.	
Streamwood	We have completed one concrete cutting project in the past 5 years.	No, we have an annual concrete program which includes removal and replacement.	The one project we completed was contracted out.	Sidewalk Plus USA LLC.
Wheeling	The Village of Wheeling performs utilizes both sidewalk grinding and precision concrete cutting to eliminate trip hazards.	This work is performed in addition to sidewalk removal and replacement.	The precision concrete cutting is contracted out, but Public Works does have the equipment to perform isolated grinding of displaced sidewalks.	The Village of Wheeling has utilized Safe Step of Hortonville, Wisconsin.
Wilmette	No.			
Winnetka	No.	No.	N/A.	N/A.

CITY OF DES PLAINES-CONCRETE PROGRAM

SIDEWALK, CURB AND DRIVEWAY GUIDELINES

SUMMARY AND INTENT OF PROJECT

The City of Des Plaines Curb and Sidewalk Program is intended to repair hazardous sidewalk and curb locations within the right-of-way. Driveway aprons are not included in the program. The locations are generated primarily by resident requests, and repaired after evaluation by the Public Works and Engineering Department in a "first come-first serve" order. The purpose of the program is to repair specific locations of immediate concern, not necessarily entire blocks or streets. Additional locations will not be added due to proximity of scheduled and/or budgeted work. These locations will be added to the inspection list and be completed when budgeting allows. Any hazardous locations that are unable to be repaired due to available funds will be temporarily patched by the Public Works Division until funding becomes available.

EVALUATION NOTES

1. Sidewalks, Carriage walks, and Service walks.

- a. Sidewalks with trip hazards, major cracks, significant spalling and other deterioration should be replaced.
- b. Trip hazards are defined as more than 1 1/8" height differential. A rule of thumb is if you can easily catch your foot dragging it over the area, the square should be replaced.
- c. Major cracks where there is a piece of concrete missing or the expansion joint has eroded away and a huge gap is left should be replaced. If there is a small crack (hairline) in the sidewalk and no settling or spalling has occurred, the walk should not be replaced. If it appears that further deterioration will occur or the parkway is beginning to settle, the walk should be replaced.
- d. Areas that contain significant spalling or pitting shall be replaced.
- e. Sidewalks being replaced shall be finished to match the adjacent areas.
 - i. If matching the adjacent areas results in improper drainage or new trip hazards, the Engineer shall replace the surrounding areas as needed. A minimum of one extra square of sidewalk should be removed and replaced in order to transition to the correct slope. This includes both service walks in the parkway and private property.
 - ii. Replacement of service walks will be allowed up to a maximum of 6 feet outside the right-of-way. If the condition of the surrounding area is so poor that this limit needs to be exceeded, the Engineer shall contact the resident to discuss the situation.

2. Curbs.

- a. Curbs with cracking, settlement, drainage problems, or significant spalling and other deterioration should be replaced. Rolled curbs in good condition with no drainage problems will not be replaced.
- b. Cracks in the curb should be replaced only if further deterioration is likely or there is evidence that the curb might settle.
- c. Curbs that have settled and resulted in obvious low spots should be replaced. Curbs that have raised up shall also be replaced.
- d. Drainage problems will typically require some survey. The Engineer shall determine the direction of flow and replace the area needed. The area may require a catch basin to be installed and tied into the nearest storm sewer.
- e. Most curbs with significant spalling or deterioration have been damaged by snow plows. Typically large 8-12" pieces of the curb will be missing and these areas should be replaced. If the curb is in generally good condition and is missing a short section, only the missing section should be replaced.
- f. New curbs shall be replaced as a depressed curb if the driveway apron is also being replaced. At locations where the concrete apron is in good condition, new curbs shall be replaced as a mountable or rolled curb provided that the flow line is at the proper elevation to provide positive drainage.

- g. New curbs shall be finished to match the existing curb and/or apron elevations. Curbs replaced on over-laid streets shall be finished to match the existing curb, and over-laid with the appropriate thickness of asphalt.
 - h. Tie bars will be required for integral curb and gutter.
3. Driveway Aprons.
- a. **Typically, entire driveway aprons will not be replaced.** Depending on the nature and extent of work around the apron and the existing apron condition, the Engineer may replace the apron entirely or only partially. This applies to both the curb and sidewalk work adjacent to the driveway aprons.
 - b. Apron replacement should be done only if one of the following conditions is met:
 - i. The existing driveway apron is old, cracking and deteriorated to the point where a patch cannot be made such as: asphalt driveways that are completely alligatored, concrete with cracks and settlement, or any material that has completely deteriorated or has obvious drainage problems.
 - ii. A utility structure such as a sewer manhole, water valve vault or water service box located within the apron and requires adjustment.
 - iii. The entire apron should be replaced where both adjacent curb and sidewalk are being replaced.
 - c. New aprons shall be constructed in concrete per current City standards.
 - d. Partial apron replacement should be done where the existing aprons are in generally good condition.
 - i. For asphalt aprons, approximately 2' behind the curb or sidewalk should be repaired (either full depth or surface removal and replacement). The Engineer will determine the exact limits for repairs based on the condition of the driveway. This also applies to repairs on the private side of the driveway as necessary.
 - ii. For concrete aprons, the repairs shall extend to the closest joint (typically 5-6' behind the curb or walk). If there is no joint, the Engineer will direct the contractor to saw cut the limit. Any repair section smaller than 4' should be checked for proper drainage and shall not cause additional bumps or trip hazards.
 - e. The allowable limit of replacement outside the right-of-way is 6 feet. If the existing driveway condition is completely deteriorated, the Engineer shall contact the resident to discuss the situation.
4. Pavement Patches.
- a. Asphalt streets should be repaired to fix any overcuts for placing curb forms or spalling caused by the removal and replacement of the curb. Depending on the existing condition of the street either a full depth patch or surface patch may be required.
 - b. Full depth asphalt repairs will require 4" of stone base and 6" asphalt in two lifts. The patch shall be a minimum of 2' wide, and extend the entire length of the curb replacement area. All limits shall be cleanly saw cut.
 - c. Surface repairs will require only the 2" surface course to be removed and replaced. Width and length may vary depending on the extent of surface spalling that occurred when the curb was removed. This can be used for areas where the curb was removed cleanly with little or no damage to the existing pavement. Surface removal can be done by mechanical grinder or saw cut and removed by hand.
 - d. For concrete streets with asphalt overlays, the new curb shall match the existing curb, and the flow line shall be overlaid for positive drainage. Tie bars shall be drilled and grouted into the adjacent pavement. If an over cut is necessary, the concrete shall be poured monolithically with the curb and gutter. Asphalt shall be overlaid after the concrete has cured.

PRIVATE AND ADDITIONAL WORK

1. Private work is defined as any work on private property that is the outside allowable project limits and beyond intent of the program.
 - a. The maximum allowable limit to be included in the project (at no cost to the resident) is 6 feet outside the right-of-way. Any areas beyond this limit will be considered private work.
 - b. All private work areas will require the homeowner to acquire a building permit, hire a licensed contractor, and arrange for review and inspection through Community Development.
2. Additional work is defined as areas within the City right of way that are requested for improvements by a resident but do not qualify for repairs.
 - a. If the Engineer determines that the additional work does not qualify for repairs, the resident will be given the option to pay for the improvement. The Engineer will prepare a cost estimate agreement for the resident to sign.
 - b. If agreed to, the work will be included in the project, and the City will invoice the resident.
 - c. No additional work will be performed prior to the agreement form signed by the resident and received by the Engineer.

Examples

QUALIFIES



Figure 1 – Sidewalk Trip Hazard (1 1/8" or Greater)

The sidewalk squares should be replaced from the trip hazard to the cracks. If proper drainage is achieved, the new walk should be finished to meet the service walk. Depending on the grades, the adjacent square of service walk may need to be replaced also.

DOES NOT QUALIFY



Figure 2 – Crack in Sidewalk

Although this sidewalk is cracked, it is not a trip hazard. The crack is beginning to spall, but not severely. The Engineer may decide to replace this walk depending on factors such as potential future deterioration, loose concrete material, or evidence of settlement.

QUALIFIES



Figure 3 – Deteriorated Sidewalk

Obvious deterioration like this should be replaced.

QUALIFIES



Figure 4 – Tilting Sidewalk

This sidewalk should be replaced. Rebar should be placed in the new section of walk due to the adjacent sewer manhole.

QUALIFIES



Figure 5 – Pitted Sidewalk

This walk should be replaced. Note that the adjacent driveway apron will need to be patched due to its poor condition.

QUALIFIES



Figure 6 – Cracked Sidewalk and Apron

The sidewalk squares are cracked and settled and should be replaced. The Apron is also in poor condition and should be replaced.

DOES NOT QUALIFY



Figures 7 & 8 – Hairline Crack in Sidewalk

There is a small crack in this sidewalk, but the walk is in good condition and does not need to be replaced. The crack is not a trip hazard, and there are no signs of spalling, chipping or further deterioration.

QUALIFIES



Figure 9 - Deteriorated Curb, Asphalt Apron

The curb should be replaced through the entire driveway. The apron is in good enough condition to repair behind the curb with an asphalt patch. The street will require a patch that extends out to incorporate the pavement crack.

QUALIFIES



Figure 10 – Broken Curb, Concrete Apron

The broken section of curb should be replaced. The driveway apron is in good condition and should not be replaced. The street is in good condition, and the contractor should aim for minimal damage to the street when removing the curb.

QUALIFIES



Figures 11 & 12 - Deteriorated Curb, Asphalt Apron (Before and After)

Although this curb is not in poor condition, there are several chips and spalls that were patched with asphalt. Only this short section of curb should be replaced. Care should be taken to protect both the street and driveway since both are in good condition. In this case, the new curb should not be depressed.

QUALIFIES



Figures 13 & 14 - Deteriorated Curb and Cracked Apron

The curb should be replaced at a minimum through the left half of the driveway. The apron is in poor condition and should be replaced also. Note that the sidewalk has already been replaced through the driveway. The curb should be replaced as a depressed curb instead of a rolled curb. The street will require a full depth patch where the curb is deteriorated.

DOES NOT QUALIFY



Figures 15 & 16 – Rolled Curb in Good Condition

These are two examples of rolled curb that is in good condition. The aprons are also in good condition. No replacement should be done.