



VIRTUAL CITY COUNCIL MEETING

Monday, April 5, 2021

Regular Session – 7:00 p.m.

As the City of Des Plaines continues to follow social distancing requirements along with Governor Pritzker's Executive Orders and mandated mitigation restrictions, the City Council Meeting on Monday, April 5, 2021 will be held virtually beginning at 7:00 p.m.

The meeting will be live-streamed via: <http://desplaines.org/accessdesplaines> and played on DPTV Channel 17. The meeting may also be viewed in person at City Hall in the Council Chambers. However, pursuant to the current state-wide executive orders, no more than 10 people (including City staff) can be in the Council Chambers at one time during the meeting. Therefore, the City encourages residents and interested parties to participate in the meeting by watching the live-stream or by submitting written public comments in advance of the meeting. Public comment can be taken during the meeting for those that choose to be physically present, those that follow the instructions below to participate virtually, or by submitting public comments by e-mail to publiccomments@desplaines.org.

Public comments received by 5 p.m., Monday, April 5, 2021 will be distributed to City Council members prior to the Council meeting. Please indicate if you wish to have your comment read at the meeting. Public comments read at the meeting are limited to 200 words or less. Public comments should be e-mailed and contain the following information:

- In the subject line, identify "City Council Meeting Public Comment"
- Name
- Address (optional)
- City
- Phone (optional)
- Organization, agency representing, if applicable
- Topic or agenda item number of interest

If you would like to provide live public comment during the virtual meeting, please send your request to publiccomments@desplaines.org and you will be sent a link with additional information to join the meeting.

All e-mails received will be acknowledged. Individuals with no access to e-mail may leave a message with the City Clerk's Office at 847-391-5311.

The City of Des Plaines remains united in ensuring the safety and health of our community and our employees. To protect the public and staff, the City will continue to provide only essential functions and services during the Governor's Stay-at-Home Order. The City urges residents and businesses to comply with the Order. If residents must leave their home, it is very important to practice social distancing and keep at least six feet between others. For a list of services and additional information during this time, please visit www.desplaines.org. The City encourages individuals to sign up for its e-news for important information from the City and its government partners, including State and Federal authorities. The City updates its website and posts on social media daily. To sign up for electronic newsletters, please visit <https://www.desplaines.org/mycity/>.



CITY COUNCIL AGENDA

Monday, April 5, 2021

Regular Session – 7:00 p.m.

Via Zoom Video Conference

publiccomments@desplaines.org

CALL TO ORDER

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT – publiccomments@desplaines.org

ALDERMEN ANNOUNCEMENTS/COMMENTS

MAYORAL ANNOUNCEMENTS/COMMENTS

Motion to Extend Declaration of Civil Emergency

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER'S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

CONSENT AGENDA

1. Approval of a Liquor License Request for a Change of Ownership of an Existing Class H-2 Liquor License (Bulk Retail Sales of Beer & Wine Only for Off-Site Consumption) for KRP Convenience, Inc. d/b/a 7-Eleven #33360C, 586 East Oakton Street
2. Approval of a Liquor License Request for a Change of Ownership of an Existing Class A Liquor License (Tavern – Seats 250 or Less for On-Site Consumption) for C&K Fortune House, Inc., d/b/a House of Szechwan, 22 Northwest Highway
3. **ORDINANCE M-5-21:** Approving a New Class A Liquor License (Tavern – Seats 250 or Less for On-Site Consumption) for La Auténtica Doñita Oaxaqueña, Inc., 1590 Rand Road
4. **RESOLUTION R-61-21:** Approving 2021 Uniform Purchases Under the Fire Department’s Quartermaster Program from On-Time Embroidery, Inc. in an Amount Not-to-Exceed \$44,000. Budgeted Funds – Fire Department/Commodities/Uniforms.
5. **RESOLUTION R-62-21:** Waiving the Bidding Process and Approving the Purchase of Honeywell Morning Pride Bunker Gear for the Fire Department from Regional Distributor W.S. Darley & Co., Itasca, Illinois in an Amount Not-to-Exceed \$45,000. Budgeted Funds – Fire Department/Emergency Services/Commodities/Equipment < \$5,000.
6. **RESOLUTION R-63-21:** Approving the Purchase of an Alexis Mini-Rescue Apparatus Through HGAC Buy Contract #FS12-19 from Alexis Fire Equipment, Alexis, Illinois in the Amount of \$223,430. Budgeted Funds – Equipment Replacement Fund.
7. **RESOLUTION R-64-21:** Awarding the Bid for City Hall Waterproofing Masonry Repairs to JLJ Contracting, Inc., Broadview, Illinois in the Amount of \$252,000. Budgeted Funds – Facilities Replacement Fund.
8. **RESOLUTION R-65-21:** Approving Task Order #11 for Water System Transmission Main Improvements – Design to Trotter and Associates, Inc., St. Charles, Illinois in the Amount of \$161,000. Budgeted Funds – CIP Water Improvements.
9. **RESOLUTION R-66-21:** Approving a Pipeline Crossing Agreement with the Union Pacific Railroad in Connection with the Touhy Avenue Grade Separation Project
10. **RESOLUTION R-67-21:** Approving the Execution of a Member Community Agreement to Share Data with the GIS Consortium and the Metropolitan Water Reclamation District (MWRD)
11. **RESOLUTION R-68-21:** Approving a New Intergovernmental Agreement with the Illinois Emergency Management Agency (IEMA) Which Extends the Period of Performance Until March 22, 2022
12. **RESOLUTION R-69-21:** Rescinding Resolution R-150-19 Regarding a Grant Agreement to Build a Floodwall at Fire Station 61
13. **RESOLUTION R-70-21:** Approving the 2021 Capital Improvement Program (CIP) Sign Replacement Program Agreement with Traffic Control & Protection, Inc., Bartlett, Illinois in the Amount of \$384,901. Budgeted Funds – Capital Projects.

14. Minutes/Regular Meeting – March 15, 2021
15. Minutes/Closed Session – March 15, 2021

UNFINISHED BUSINESS

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Malcolm Chester, Chair
 - a. Warrant Register in the Amount of \$4,541,079.82 – **RESOLUTION R-71-21**

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

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.



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: March 12, 2021
To: Honorable Aldermen
From: Matthew J. Bogusz, Local Liquor Commissioner
Cc: Vickie Baumann, Secretary/Licensing Division
Subject: Liquor License Request for a New Ownership for an Existing Liquor License

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

K R P Convenience Inc dba 7 Eleven #33360C
586 E Oakton St
Class H-2 – Bulk Retail Sales/Beer & Wine Only (for off-site consumption only)
No New Increase

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed March 22, 2021 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday April 5, 2021.

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

Attachment: Application Packet



LOCAL LIQUOR COMMISSIONER

RECEIVED

1420 Miner Street

Des Plaines, IL 60016

JAN 28 2021

P: 847.391.5301

W: desplaines.org

APPLICATION FOR A LIQUOR LICENSE

BUILDING DEPT.

BUSINESS INFORMATIONName: KRP Convenience Inc. d/b/a 7-Eleven #33360CAddress: 586 E. Oakton St., Des Plaines IL Zip: 60018Mailing Address: (Same as above) Dept: _____

City: _____ St: _____ Zip: _____

Email: dikeshpatel@gmail.com Phone#: (847) 297-0285

Day/Hours of Operations: Monday: _____ Tuesday: _____ Wednesday: _____

Thursdays: _____ Friday: _____ Saturday: _____ Sunday: _____

<24 hours / 7 days a week>**CLASSIFICATION**

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

OWNERSHIP INFORMATION (list President, Vice-President, Secretary and all Officers owning 5% or more of stock)Title: President / Secretary % of Stock: 100%Name: Dikesh Patel

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:

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:

VERNON Convenient, 145 E. Townline Rd, IL 60061. Status is Active

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.

[Signature] INITIALS

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

[Signature] INITIALS

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

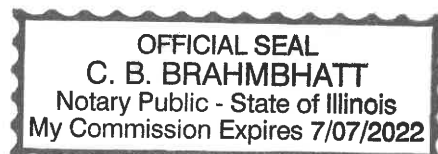
[Signature] INITIALS

[Signature]
Signature of Owner

DIKESH PATEL
Print Name

SUBSCRIBED and SWORN to before me this
14th day of JANUARY, 2021

[Signature]
NOTARY PUBLIC (STAMP SEAL BELOW)



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

Filing Fee: \$150

File #: **72966155**

Approved By: **BLA**

FILED
OCT 16 2020
Jesse White
Secretary of State

1. Corporate Name: **KRP CONVENIENCE INC.**

2. Initial Registered Agent: **DIKESH PATEL**

First Name

Middle Initial

Last Name

Initial Registered Office: **65 GERMAINE PL**

Number

Street

Suite No.

SCHAUMBURG

IL

60173-6549

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
COMMON	200	200	\$ 200

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 16**

Month & Day

2020

Year

65 GERMAINE PLACE

Street

DIKESH PATEL

Name

SCHAUMBURG

City/Town

IL

State

60173

ZIP Code



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2021

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 Illinois Insurance Provider, LLC 991 W Lake St Addison IL 60101-2078 INSURED KRP Convenience Inc 586 E Oakton St Des Plaines IL 60018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Urmish Patel</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 630-283-0058</td> <td>FAX (A/C, No): 630-451-9481</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: info@buzinessmanager.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A: AUTO OWNERS INSURANCE CO</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME: Urmish Patel		PHONE (A/C, No, Ext): 630-283-0058	FAX (A/C, No): 630-451-9481	E-MAIL ADDRESS: info@buzinessmanager.com		INSURER(S) AFFORDING COVERAGE		INSURER A: AUTO OWNERS INSURANCE CO		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME: Urmish Patel																					
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INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					

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:			53-257300-00	03/25/2021	03/25/2022	EACH OCCURRENCE \$ 1000000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000.00 MED EXP (Any one person) \$ 5000.00 PERSONAL & ADV INJURY \$ 1000000.00 GENERAL AGGREGATE \$ 2000000.00 PRODUCTS - COMP/OP AGG \$ 2000000.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	LIQUOR LIABILITY			61257300	03/25/2021	03/25/2022	LIQUOR LIABILITY \$ 1000000.00

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

CERTIFICATE HOLDER CITY OF DES PLAINES 1420 MINER ST DES PLAINES IL 60016	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
---	--

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OFFICE OF THE MAYOR

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

MEMORANDUM

Date: March 12, 2021
To: Honorable Aldermen
From: Matthew J. Bogusz, Local Liquor Commissioner
Cc: Vickie Baumann, Secretary/Licensing Division
Subject: Liquor License Request for a New Ownership for an Existing Liquor License

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

C & K Fortune House dba House of Szechwan
22 E Northwest Hwy
Class A – Tavern / seats 250 or less (on-site consumption only)
No New Increase

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed March 22, 2021 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday April 5, 2021.

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

Attachment: Application Packet



LOCAL LIQUOR COMMISSIONER

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

RECEIVED

NOV 30 2020

BUILDING DEPT.

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: HOUSE OF SZECHWAN
Address: 22 EAST NORTHWEST HWY Zip: 60016
Mailing Address: SAME Dept: DNA
City: DES PLAINES St: ILL Zip: 60016
Email: Kensitu18@yahoo.com Phone#: (1) 312 927-0383
Day/Hours of Operations: Monday: CLOSED Tuesday: 11:00-9:00 Wednesday: 11:00-9:00
Thursday: 11:00-9:00 Friday: 11:00-9:00 Saturday: 12:00-9:00 Sunday: 12:00-9:00

CLASSIFICATION

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

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

Title: President % of Stock: 100
Name: Ken Sifu
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:

FRISBIE SENIOR CENTER 52 East Northwest Hwy Des Plaines 3/2030

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.

KS 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.

KS 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.

KS INITIALS

Signature of Owner

Ken Sitte
Print Name

IRENE WONG
Official Seal
Notary Public - State of Illinois
My Commission Expires May 8, 2023

SUBSCRIBED and SWORN to before me this

29 day of June, 2020.

Irene Wong

NOTARY PUBLIC (STAMP SEAL BELOW)

6-29-2020

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

Filing Fee: \$150

File #: **72675576**Approved By: **MJE****FILED****FEB 24 2020****Jesse White**
Secretary of State1. Corporate Name: **C & K FORTUNE HOUSE INC.**2. Initial Registered Agent: **KEN SITU**

First Name	Middle Initial	Last Name
KEN	SITU	

Number	Street	Suite No.
550	W 44TH ST	

City	State	ZIP Code	County
CHICAGO	IL	60609-3507	COOK

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
COMMON	1000	1000	\$ 1000

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.

Month & Day	Year	Street
FEBRUARY 24	2020	550 W 44TH STREET

Name	City/Town	State	ZIP Code
KEN SITU	CHICAGO	IL	60609

550 W 44TH ST
CHICAGO , IL 60609

Change Date
Monday, 24 February 2020

Annual Report

Filing Date
Monday, 25 January 2021

For Year
2021

Officers

President
Name & Address
KEN SITU AND 550 W 44TH CHICAGO IL 60609

Secretary
Name & Address

Assumed Name

ACTIVE
HOUSE OF SZECHWAN

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2020

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 Max Group & Associates 3131 South Canal Street, Unit Suite A1 Chicago IL 60616		CONTACT NAME: Helen Tan PHONE (A/C, No, Ext): (773) 376-1000 E-MAIL ADDRESS: helentan@maxgroupins.com FAX (A/C, No): (773) 376-8389	
		INSURER(S) AFFORDING COVERAGE INSURER A: US Insurance Company	NAIC # 13017
INSURED C&K Fortune House Inc. DBA: HOUSE OF SZECHWAN 22 E Northwest Hwy Des Plaines IL 60016		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2092505428 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		20IL0000034BOP00	03/09/2020	03/09/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
						Employee Benefits \$
						COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
		PROPERTY DAMAGE (Per accident) \$				
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		20IL0000034BOP00	03/09/2020	03/09/2021	Combined Single Limit \$1,000,000

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

Liquor liability coverage includes Dram Shop/Consumption on the Premises.

CERTIFICATE HOLDER

City of Des Plaines Liquor Control Commission
 1420 Miner Street

Des Plaines

IL 60016

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

Grace J Yang

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OFFICE OF THE MAYOR

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

MEMORANDUM

Date: March 12, 2021
To: Honorable Aldermen
From: Matthew J. Bogusz, Local Liquor Commissioner
Cc: Vickie Baumann, Secretary/Licensing Division
Subject: Liquor License Request for an Increase in Liquor License Classification

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

La Autentica Donita Oaxaquena Inc
1590 Rand Rd
Class A – Tavern / seats 250 or less (on-site consumption only)
- New Increase from 36 to 37

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed March 31, 2021 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday, April 5, 2021.

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 M-5-21
Application Packet

CITY OF DES PLAINES

ORDINANCE M - 5 - 21

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

WHEREAS, La Autentica Donita Oaxaquena, Inc ("*Applicant*") applied to the Department of Community and Economic Development for a Class A liquor license for the premises commonly known as 1590 Rand Road, Des Plaines, Illinois ("*Premises*") pursuant to Chapter 4 of Title 4 of the Des Plaines City Code ("*City Code*"); and

WHEREAS, the City desires to issue one Class 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 to the Applicant for the Premises.

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

4-18-1: FEE SCHEDULE:

Section	Fee Description	Number	Term	Fee	
					New
	*	*	*		
Chapter 4	Liquor Control				
4-4-5A	License Fees and Number:				
	Class	Number	Term	Initial Fee	Annual Fee
	Class A	36 37	Annual	\$3,850.00	\$1,925.00
	*	*	*		

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

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2021.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Add One Class A Liquor License for La Autentica Donia Oaxaquena Inc



LOCAL LIQUOR COMMISSIONER

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

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: LA AUTENTICA DONITA OAXAQUEÑA
Address: 1590 RAND RD DES PLAINES Zip: 60016
Mailing Address: 1590 RAND RD Dept: _____
City: DES PLAINES St: IL Zip: 60016
Email: Ortigoza.duva@gmail.com Phone#: 224-374-3668
Day/Hours of Operations: Monday: 9^{am}-11^{pm} Tuesday: 9^{am}-11^{pm} Wednesday: 9^{am}-11^{pm}
Thursday: 9^{am}-11^{pm} Friday: 9^{am}-2^{am} Saturday: 9^{am}-2^{am} Sunday: 9^{am}-11^{pm}

CLASSIFICATION

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

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

Title: PRESIDENT, SECRETARY % of Stock: 100%
Name: Duva Ortigoza
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:

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.

D.O. 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.

D.O. 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.

D.O. INITIALS

Ortigoza

Signature of Owner

DUVA ORTIGOZA

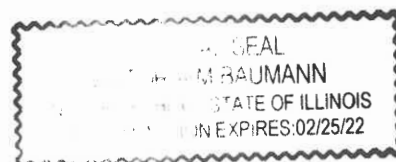
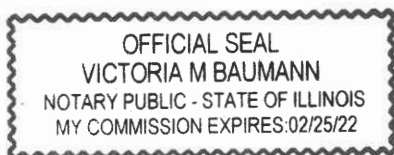
Print Name

SUBSCRIBED and SWORN to before me this

5 day of February, 2021.

Victoria M Baumann

NOTARY PUBLIC (STAMP SEAL BELOW)



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

Filing Fee: \$150

File #: **73148383**

Approved By: **MJE**

FILED

FEB 05 2021

Jesse White
Secretary of State

1. Corporate Name: LA AUTENTICA DONITA OAXAQUENA, INC.

2. Initial Registered Agent: DUVA ORTIGOZA

First Name	Middle Initial	Last Name
DUVA	ORTIGOZA	

Initial Registered Office: 1590 RAND RD

Number	Street	Suite No.
1590	RAND RD	

DES PLAINES IL 60016-3410 COOK

City	State	ZIP Code	County
DES PLAINES	IL	60016-3410	COOK

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
COMMON	1000	100	\$ 100

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 FEBRUARY 05, 2021 1590 RAND RD

Month & Day	Year	Street
FEBRUARY 05	2021	1590 RAND RD

DUVA ORTIGOZA DES PLAINES IL 60016

Name	City/Town	State	ZIP Code
DUVA ORTIGOZA	DES PLAINES	IL	60016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/2021

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 JOHN M BROWN INSURANCE AGENCY INC 21750 Hardy Oak Blvd Ste 104 San Antonio TX 78258-4946		CONTACT NAME: Sandro Zevallos PHONE (A/C, No, Ext): 888-973-0016 FAX (A/C, No): 7736572010 E-MAIL: sandro@farmerbrown.com ADDRESS:	
INSURED LA DONITA RESTAURANT INC 1590 Rand Rd Des Plaines Des Plaines IL 60016-4871		INSURER(S) AFFORDING COVERAGE INSURER A: Blackboard Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 26611	

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:			ILSMAJB1HIBP-45841-01	06/24/2020	06/24/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			ILSMAJB1HIBP-45841-01	06/24/2020		Each Occurrence 1,000,000 Aggregate 2,000,000

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

Dram shop with consumption on premises

CERTIFICATE HOLDER**CANCELLATION**

Local Liquor Commission

1420 Minor St

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

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FIRE DEPARTMENT

405 S. River Road
Des Plaines, IL 60016
P: 847.391.5333
desplaines.org

MEMORANDUM

Date: March 8, 2021

To: Michael Bartholomew, City Manager

From: Daniel Anderson, Fire Chief *DA*

Subject: Approval of On-Going Uniform Purchases under the Fire Department's Quartermaster Program from On-Time Embroidery, Inc.

Issue: The Fire Department has utilized a quartermaster system for uniform issuance and replacement since 2016 and it continues to be an efficient and effective process. Approval of the 2021 expenditures for new-employee uniforms and continued replacements of needed items is requested.

Analysis: The Fire Department initiated the quartermaster system in 2016 and at the same time the Council approved the use of On-Time Embroidery, Inc. of Elk Grove Village as the vendor for the Department's quartermaster system.

On-Time Embroidery has a proven track record with the City and provides a great, effective and efficient service. Uniform orders have been timely, accurate and consistent with the only exception being manufacturer delays that disrupt the supply chain. On-Time Embroidery maintains a robust web-based system that allows for individualized accounts per employee, on-line approval by the quartermaster, Department management of the process, and detailed reporting. On-Time Embroidery does not have a formal retail operation and "showroom", however does accommodate in person sizing when necessary.

In order to provide new and replacement uniforms to personnel, staff is requesting continued use of the Department's quartermaster system at a not to exceed amount of \$44,000. This expense is contained in the FY2021 Fire Department Budget.

Recommendation: I recommend that the Resolution be approved, authorizing continued purchasing under the quartermaster system with On-Time Embroidery for an amount not to exceed \$44,000.

Attachment: Resolution R – 61 - 21

CITY OF DES PLAINES

RESOLUTION R - 61 - 21

**A RESOLUTION AUTHORIZING THE PURCHASE OF
FIRE DEPARTMENT UNIFORMS FROM ON TIME
EMBROIDERY, INC.**

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

WHEREAS, the City's Fire Department purchases uniforms for use by Fire Department personnel ("**Uniforms**") through a quartermaster system, under which Fire Department personnel, subject to approval by a Fire Department quartermaster, are allowed to replace uniform items through a web-based City account established with the designated vendor; and

WHEREAS, the Fire Department researched uniform vendors and determined that only On Time Embroidery, Inc. ("**Vendor**"), has established and maintains a web-based purchasing system that supports the quartermaster system by allowing: (i) each Fire Department employee to establish an online account for the purpose of purchasing Uniforms; (ii) the Fire Department quartermaster to review and approve orders placed by employees; and (iii) the generation of detailed reports regarding purchases and expenditures; and

WHEREAS, in 2016, at the start of the quartermaster system, the City sought competitive quotes from qualified vendors for the purchase of the Uniforms, and Vendor submitted the low-price quote; and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City Code and the City's purchasing policy, the City has determined that the purchase of Uniforms from Vendor is a special requirements purchase and therefore does not require competitive bidding because only Vendor can provide the Uniforms within the special parameters required by the City for, and the overall plan for procurement through, the quartermaster system, which will achieve improved public service and long-term operational efficiencies for the City; and

WHEREAS, the City Council desires to purchase the Uniforms from Vendor in the total not-to-exceed amount of \$44,000; and

WHEREAS, the City Council has determined that it is in the best interest of the City to purchase Uniforms from the Vendor in an amount not to exceed \$44,000;

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: APPROVAL OF PURCHASE. The City Council hereby approves the purchase by the City of Uniforms from Vendor in the not-to-exceed amount of \$44,000.

SECTION 3: AUTHORIZATION OF PURCHASE. The City Council authorizes and directs the City Manager and the City Clerk to execute and seal documents approved by the General Counsel, and the City Manager to make payments, on behalf of the City, that are necessary to complete the purchase of the Uniforms from the Vendor in a total not-to-exceed amount of \$44,000.

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 _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Purchase of Uniforms from On Time Embroidery Inc (2021)



FIRE DEPARTMENT

405 S. River Road
Des Plaines, IL 60016
P: 847.391.5333
desplaines.org

MEMORANDUM

Date: March 1, 2021
To: Michael Bartholomew, City Manager
From: Daniel Anderson, Fire Chief *DA*
Subject: Annual Turnout Gear Purchase

Issue: The Fire Department evaluates the need to replace turnout gear on an ongoing basis. The evaluation typically results in the need to replace multiple sets of gear each year based on its age and level of use consistent with the National Fire Protection Association (NFPA) 1851 Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting. Evaluation and replacement of turnout gear is conducted annually to maintain personnel safety. The FY2021 budget includes funding for the purchase of replacement gear purchases consistent with annual needs or required replacement.

Analysis: The Fire Department has an established turnout gear specification so that all personnel are wearing the same level and type of protective equipment. The Fire Department specification is manufactured by Honeywell and includes their Morning Pride patented products. W. S. Darley & Company located in Itasca is the regional authorized distributor of turnout gear for Honeywell.

Evaluation of alternate sources for turnout gear were investigated. The Houston Galveston Area Cooperative (HGAC) does have a vendor for Honeywell gear but is located in Texas which makes it difficult to get personnel sized and conflicts with the regional authorized Honeywell distributor. W. S. Darley & Company has offered pricing consistent or lower than the HGAC authorized vendor and their pricing is consistent with previous purchases by the City taking into account for inflation or annual cost increases.

W. S. Darley quoted a price of \$2,142.44 per set of Honeywell Morningpride Gear (bunker coat and bunker pants ensemble) meeting the Department's specifications as of this date. I anticipate a 3 to 5 percent general increase in the quote at some point during the year. Shipping costs are determined at the time of shipment and will be added to the invoice after shipment. The Department is anticipating to purchase up to twenty (20) sets of gear and estimated shipping for a total not to exceed \$45,000.00.

Recommendation: I recommend that the City Council waive the bidding process and approve the purchase of Honeywell Morning Pride bunker gear from the regional distributor W.S. Darley & Co. of Itasca, IL for an amount not to exceed \$45,000.00. Annual turnout gear purchase and replacements are budgeted expenses from the Fire Department/Emergency Services/Commodities/Equipment < \$5,000.

Attachment: Resolution R – 62 - 21

CITY OF DES PLAINES

RESOLUTION R - 62 - 21

**A RESOLUTION APPROVING THE PURCHASE OF
BUNKER GEAR FROM W.S. DARLEY & COMPANY.**

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

WHEREAS, the City has sufficient funds in the Fire Department's General Fund and the Fire Department's Emergency Services budget within the General Fund for the purchase of ten sets of bunker coats and pants for firefighters ("***Gear***") during the 2021 fiscal year; and

WHEREAS, after significant research of prices, including prices offered through joint purchasing cooperatives, the Fire Department obtained a quote from W.S. Darley & Co., of Itasca, Illinois ("***Vendor***") for the Gear that matches the lowest price available from joint purchasing collectives; and

WHEREAS, the City has been satisfied with the quality of merchandise and service the Vendor has provided to date; and

WHEREAS, the Vendor submitted a quote for the Gear in the not-to-exceed amount of \$45,000.00; and

WHEREAS, the City Council has determined that it is in the best interest of the City to purchase the Gear from the Vendor at the price proposed;

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

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

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

SECTION 3: APPROVAL OF PURCHASE. The City Council approves the purchase by the City of the Gear from the Vendor in a total not-to-exceed amount of \$45,000.00.

SECTION 4: AUTHORIZATION OF PURCHASE. The City Council authorizes and directs the City Manager and the City Clerk to execute and seal documents approved by the General Counsel, and the City Manager to make payments, on behalf of the City, that are necessary to complete the purchase of the Gear from the Vendor.

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Purchase of Bunker Gear from WS Darley & Co 2021



FIRE DEPARTMENT

405 S. River St
Des Plaines, IL 60016
P: 847.391.5333
desplaines.org

MEMORANDUM

Date: March 24, 2021

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

From: Daniel Anderson, Fire Chief *DA*
Tom Bueser, Superintendent of General Services *TB*

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

Subject: Approve Purchase of Alexis Mini-Rescue Apparatus through HGAC Buy

Issue: The approved 2021 budget includes \$225,000 in funding for a Rescue Squad Apparatus.

Analysis: The Alexis Mini-Rescue Apparatus is a new rescue squad vehicle for the Fire Department. This unit would be the final piece of equipment to complete the planned operational modifications in the Fire Department. This unit would be a multi-purpose vehicle utilized for both EMS and Fire type responses. When staffed or cross staffed, this unit would be the primary EMS assist vehicle in a larger geographical area to limit the need for a fire suppression unit (Engine or Truck) to respond.

After review of industry equipment available, the Alexis 12' Response One Apparatus Body mounted on a Ford F-550 chassis was chosen by Fire Department and Public Works Vehicle Maintenance staff to best fit the City's needs. Alexis Fire Equipment, located in Alexis, IL, is the equipment manufacturer and service center. During the equipment review process of competitive companies, including Maintainer Custom Bodies, Fouts Brothers, and Ward Apparatus, it was noted that these manufacturing locations are located in Iowa, Georgia, and New York respectively which could result in reliability issues with service and repair parts availability. The Alexis Mini-Rescue Apparatus unit is available through HGAC Buy, which is a cooperative purchasing entity for government and educational agencies of which the City is a member. Per HGAC Buy Contract #FS12-19, this item can be purchased from Alexis Fire Equipment in the amount of \$223,430.

Recommendation: We recommend the purchase of an Alexis Mini-Rescue Apparatus through HGAC Buy Contract #FS12-19 from Alexis Fire Equipment, 109 East Broadway, Alexis, IL, 61412 in the amount of \$223,430. Source funding will be from the Equipment Replacement Fund account (410-70-000-0000.8020).

Attachments:

Resolution R-63-21
Exhibit A - Contract

CITY OF DES PLAINES

RESOLUTION R - 63 - 21

**A RESOLUTION APPROVING THE PURCHASE OF A
RESCUE SQUAD APPARATUS FROM ALEXIS FIRE
EQUIPMENT.**

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 identified a need to purchase a mini rescue apparatus consisting of an Alexis 12-foot Response One Apparatus Body mounted on a Ford F-550 chassis ("***Apparatus***") for use by the Fire Department; and

WHEREAS, the City has appropriated funds for use by the Fire Department in the Equipment Replacement Fund for the purchase a Apparatus; and

WHEREAS, the City is a member of the HGAC's Cooperative Purchasing Program ("***HGACBuy***") that allows local governments to contract under the terms of the Texas Interlocal Cooperation Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity, resulting in significant savings for the City; and

WHEREAS, HGACBuy sought bids for the award of HGACBuy Contract #FS12-19 for the purchase of the Apparatus; and

WHEREAS, HGACBuy identified Alexis Fire Equipment of Alexis, Illinois ("***Vendor***") as the lowest responsible bidder for HGACBuy Contract #FS12-19 for the purchase of the Apparatus in the amount of \$223,430; and

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

WHEREAS, City staff recommends that the City enter into a purchase contract with the Vendor to procure the Apparatus in the not to exceed amount of \$223,430 ("***Purchase Contract***"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Purchase Contract 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 PURCHASE CONTRACT. The City Council hereby approves the Purchase Contract in substantially the form attached to this Resolution as **Exhibit A**, and in a final form and substance to be approved by the General Counsel.

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

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Purchase of Rescue Squad Apparatus thr HGAC from Alexis Fire Equipment

CITY OF DES PLAINES

CONTRACT FOR PRICING AND DELIVERY
OF AN ALEXIS 12' RESPONSE ONE MINI-RESCUE APPARATUS

Full Name of Vendor: Alexis Fire Equipment

Principal Office Address: 109 East Broadway, Alexis, IL 61412

Contact Person: Rob Martin Telephone Number : 815-494-2387

TO: City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016
Attention: Fire Chief Anderson/Ralph Magak--Vehicle Maintenance Foreman

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

1. Contract to Deliver Products

A. Contract and Products. The Vendor shall deliver to the City, at the Delivery Address, an Alexis 12' Response One Mini-Rescue Apparatus as further described on the proposal and specifications attached to and, by this reference, made a part of this Contract as Exhibit A (the "**Products**") in new, undamaged, and first-quality condition. Vendor further shall:

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

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

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

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

2. Pricing

A. The Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

\$223,430 Dollars and 00 Cents (in figures only)

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

1. All prices stated in the Pricing section are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Pricing section, and that all claims or rights to claim any additional

compensation by reason of the payment of any such tax are hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Pricing; and
4. If a Quantity of Products to be delivered to the City is specified on Page 1 of this Contract, then that amount is an estimate only. The City reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the City for each Product and the actual number of Products that comply with this Contract that are accepted by the City. The Vendor hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

C. Time of Payment

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

The chassis payment shall be made within forty-five (45) days of invoicing.

The balance of the contract plus any contract alterations shall be payable upon the delivery of the finished unit.

Upon payment, the Alexis Fire Equipment Company shall furnish the purchaser a "Statement of Origin" or the necessary validated documents required for title application. All payments may be subject to deduction or setoff by reason of any failure of the Vendor to perform under this Contract.

3. Contract Time

The Vendor shall deliver the Products to the City at the Delivery Address not later than 330 calendar days after the approval of properly signed contract ("**Delivery Date**"). Without waiving any other remedies available to the City under this Contract or at law or in equity, if the Vendor delivers the Product to the City after the Delivery Date, then Vendor must pay to the City a \$200 penalty ("**Late Delivery Penalty**") for each day beginning on the day after the Delivery Date and ending on the actual date that the Vendor delivers the Product to the City, provided that the total Late Delivery Penalty will not exceed five-percent of the Contract Price; provided, however, that if Vendor has not delivered the Product to the City within six months of the Delivery Date, the City may, at its sole discretion, terminate this

Contract without penalty by notifying Vendor in writing.

Force Majeure; Vendor shall not be responsible or deemed to be in default on account of delays in performance due to any event that is beyond the reasonable control, and without the fault, of the Vendor and includes, but is not limited to, (a) insurrection, riot; civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade; (b) epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, or other extraordinary weather conditions that are unusually severe and abnormal considering the time of year; (c) delays caused by weather that would prohibit normal and customary activities of the Vendor; (d) governmental condemnation or taking other than by the City; or (e) strikes or labor disputes, other than those caused by the unlawful acts of the party relying on the *Force Majeure*. *Force Majeure* shall not include economic hardship, or impracticability of performance, commercial or economic frustration of purpose, or a failure of performance by the party relying on the *Force Majeure* (except as caused by events that are *Force Majeure* as to the party relying on the *Force Majeure*).

4. Financial Assurance

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

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

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change.

6. Bidder's Representations and Warranties

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

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than one year after delivery to the City: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract,

including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the City.

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

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

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

7. Acknowledgements

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

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

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

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

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

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

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

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

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


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

DATED this 8th day of April 2021.

Vendor's Status: () IL Corporation () _____ Partnership () Individual Proprietor
(State) (State)

Vendor's Name: Alexis Fire Equipment

Doing Business As (if different): _____

Signature of Vendor or Authorized Agent: 

(corporate seal)
(if corporation)

Printed Name: Tyler Smith

Title/Position: Controller

Vendor's Business Address: 109 East Broadway, Alexis, IL 61412

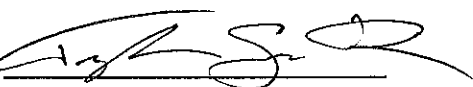
Vendor's Business Telephone: 309-482-6121

Facsimile: _____

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

NAME	TITLE	ADDRESS
Karl J. Morris	President	1843 Knox Road 100E Galesburg, IL 61401

ATTEST:

By: 

Name: Tyler Smith

ALEXIS FIRE EQUIPMENT

By: 

It's: Karl Jeffrey Morris
Printed Name and Title / President

ATTEST:

By: _____
City Clerk

CITY OF DES PLAINES

By: _____
Michael Bartholomew, City Manager



Des Plaines Fire Department
Des Plaines, IL

We hereby propose to furnish, after your acceptance, approval, and proper execution of the accompanying contract, the fire apparatus as follows:

One (1) Alexis 12' Response One

As per specifications attached herewith.

TOTAL.....\$ 191,930.00

RADIOS ALLOWANCE.....\$ 4,500.00

PARATECH EQUIP. ALLOWANCE.....\$ 27,000.00

TOTAL APPARATUS.....\$ 223,430.00 *

* Does not include any applicable taxes. Any local or state tax, if applicable, must be added to the above price.

Shipment of completed apparatus shall be made within 330 calendar days after our approval of properly signed contract, subject to causes beyond our control. **There shall be a \$200 a day penalty for late delivery of the finished unit.** This proposal is made subject to your acceptance within thirty (30) days from date of same. If acceptance is delayed beyond that period, we will, upon request, advise you of any increase in said amount which may be occasioned by causes beyond our control.

Respectfully submitted,
ALEXIS FIRE EQUIPMENT COMPANY

By: Robert Martin
Rob Martin, Factory Direct Sales Rep.

"QUALITY HAS NO SUBSTITUTE"



 Alexis Fire Equipment
109 East Broadway / Alexis, IL 61412
 800-322-2284  sales@alexisfire.com
 AlexisFire.com

PAYMENT TERMS

The chassis payment shall be made within forty five (45) days of invoicing.

The balance of the contract plus any contract alterations shall be payable upon the delivery of the finished unit.

Upon payment, the Alexis Fire Equipment Company shall furnish the purchaser a "Statement of Origin" or the necessary validated documents required for title application.

Additional payment terms available upon request.

This will be a HGAC Purchase.



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ISO 9001:

Alexis Fire Equipment Company operates a Quality Management System under the requirements of ISO 9001. These standards, sponsored by the "International Organization for Standardization (ISO)," specify the quality systems that shall be established by the manufacturer for design, manufacture, installation and service.



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DIGITAL PHOTOGRAPHS:

Digital photographs of apparatus under construction are taken on a weekly basis and emailed to a department supplied email address. Additionally, these photos are uploaded to our website at www.alexisfire.com allowing those department members who may not have access to the emailed photos to track the progress of the unit.



SERVICE CENTER:

The Alexis Priority-One service team is staffed with factory trained mechanics ready to meet your service requirements. Our staff is continually working on maintaining updated EVT and ASE certification.

The Alexis Service Team is available 24 hours a day, 7 days a week for your service emergencies. We use the latest paging system for fast, efficient and reliable service.

Our service facility covers an area of approximately 14,000 square feet.

The Alexis Service Team can assist you in fire apparatus service, ambulance service, aerial device maintenance, generator and rescue tool maintenance and service, and air pack inspections. Our staff can provide our customers with a complete apparatus training program, meeting the latest training requirements.

Alexis is a single source warranty center for the following manufacturers: Spartan Motors, Darley, Hale, and Waterous.

Our service team has over 50 years of cumulative experience in the fire service industry. In addition, they are backed by our fabrication, electrical, and paint and finish departments. This combination of training and hands-on experience offers true reliability and dependability.

Alexis keeps detailed documentation of all repair, maintenance, and inspection performed by our personnel. With time and manpower at such a premium among many fire departments, why not allow the Alexis Service Team to set up and maintain records for your fleet?

The Alexis Service Team is committed to providing prompt and courteous service, quality products and fair pricing.

Business: Alexis Fire Equipment Company
Contact Person: Barb Lafferty
Location: 109 East Broadway Alexis, IL 61412
Phone: 800-322-2284



 Alexis Fire Equipment
109 East Broadway / Alexis, IL 61412
 800-322-2284  sales@alexisfire.com
 AlexisFire.com

DELIVERY:

To insure proper break-in of all drive train components while under warranty, the finished apparatus shall be delivered to the purchaser under its own power.

The apparatus shall be covered by comprehensive and liability insurance during the delivery period. The purchaser shall assume the insurance obligation on acceptance. At that time, the purchaser shall present to the manufacturer's agent a certificate of verification, showing liability, comprehensive, and collision insurance coverage.

A qualified representative shall remain in the department a sufficient length of time to demonstrate the operation, care and maintenance of the equipment to one (1) shift of personnel.



GENERAL INFORMATION:

LOCATION

The Alexis Fire Equipment facilities are located at 109 East Broadway, Alexis, Illinois 61412. We maintain a complete stock of parts and services available around-the-clock. We also propose to maintain parts and service for a minimum period of twenty (20) years on all apparatus which is manufactured.

NOTATION

To further assure the customer of our ability to manufacture quality fire apparatus, we are proud of the fact that Alexis Fire Equipment Company is family-owned and has been in the fire apparatus business since 1947. All apparatus manufactured by Alexis Fire Equipment are designed and built to meet the requirements of the latest edition of NFPA 1901.

PERSONNEL CAPACITIES

To meet the spirit of N.F.P.A. 1500 paragraph 6.3.1, this apparatus has been designed to transport not more than two (2) people.

6.3 Riding in Fire Apparatus

6.3.1 All persons riding in fire apparatus shall be seated and belted securely to the vehicle by seat belts in approved riding positions and at any time the vehicle is in motion. Standing or riding on tailsteps, sidesteps, running boards or in any other exposed position shall be specifically prohibited.

MAXIMUM TOP SPEED:

To meet the intent of NFPA 1901 4.15.2, the top speed of the vehicle shall not exceed 68 MPH or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower.

INFORMATION TO BE PROVIDED:

Alexis Fire Equipment Company shall supply, at the time of delivery, the following documents:

A) The manufacturer's record of apparatus construction details, including the following information:

1. Owner's name and address
 2. Apparatus manufacturer, model, and serial number.
 3. Chassis make, model, and serial number.
 4. GAWR of front and rear axles.
 5. Front tire size and total rated capacity in pounds.
 6. Rear tire size and total rated capacity in pounds.
 7. Chassis weight distribution in pounds with water and manufacturer mounted equipment.
 8. Engine make, model, serial number, number of cylinders, bore, stroke, displacement and compression ratio, rated horsepower and related speed, and no-load governed speed.
 9. Type of fuel and fuel tank capacity.
 10. Electrical system voltage and alternator output in amps.
 11. Battery make and model, capacity in CCA.
 12. Transmission make, model, and type.
 13. Pump to drive through the transmission (yes or no)
 14. Engine to pump gear ratio used
 15. Pump make, model, rated capacity in g.p.m., serial number, number of stages, and impeller diameter in inches.
 16. Pump transmission make, model, and serial number.
 17. Priming device type.
 18. Type of pump pressure control system.
 19. Auxiliary pump make, model, rated capacity in g.p.m., serial number, number of stages, and impeller diameter in inches.
 20. Water tank certified capacity in gallons.
 21. Aerial device type, rated vertical height in feet, rated horizontal reach in feet, and rated capacity in pounds.
 22. Paint numbers
 23. Company name and signature of responsible company executive.
- B) If the apparatus has a fire pump, the pump manufacturer's certification of suction capability.
- C) If the apparatus has a fire pump, a copy of the apparatus manufacturer's approval for stationary pumping applications.
- D) If the apparatus has a fire pump, the engine manufacturer's certified brake horsepower curve for the engine furnished, showing the maximum no-load governed speed.
- E) If the apparatus has a fire pump, the pump manufacturer's certification of hydrostatic test.
- F) If the apparatus has a fire pump, the certification of inspection and test for the fire pump.
- G) If the apparatus has an aerial device, the certification of inspection and test for the aerial device.
- H) If the apparatus has an aerial device, all the technical information required for inspections to comply with NFPA.
- I) Weight documents from a certified scale - showing actual loading on the front axle, rear axle(s), and overall vehicle (with the water tank full but without personnel, equipment, and hose) - shall be

supplied with the completed vehicle.

- J) Written load analysis and results of the electrical system performance tests.
- K) If the apparatus is equipped with a water tank, the certification of water tank capacity.
- L) If the apparatus has a fire pump, two (2) copies of the pump operation and maintenance manual.
- M) Two (2) destination effective wiring diagrams.
- N) Copies of electrical and mechanical component manuals for equipment purchased on or with the apparatus.
- O) A sketch of the booster tank indicating all dimensions and baffle locations.
- P) If the apparatus has a pump, one (1) certification of third party test

WARRANTY:

Alexis Fire Equipment Co., Inc. warrants each new piece of Alexis fire and rescue apparatus to be free from defects in material and workmanship under normal use and service. Our obligation under this warranty is limited to repairing or replacing, as the company may elect, any part or parts thereof which shall be returned to us with transportation charges prepaid, and as to which examination shall disclose to the company's satisfaction to have been defective, provided that such part, or parts shall be returned to us not later than one year after delivery of such vehicle. Such defective part or parts will be repaired or replaced free of charge and without charge for installation to the original purchaser. All water tanks will be warranted as stated herein and may have extended warranty as explained elsewhere in the Alexis Fire Equipment Co. Proposal.

This warranty will not apply:

- 24. To normal maintenance services including, but not limited to, electrical lamps, valve seals, normal lubrication and/or proper adjustment of minor items.
- 25. To any vehicle which shall have been repaired or altered outside of our factory, in any way so as, in our judgment, to affect its stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which shall have been operated at a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.
- 26. To the chassis and associated equipment furnished with chassis, signaling device, generators, batteries or other trade accessories. These are warranted separately by their respective manufacturers.
- 27. To work performed by an outside service without prior authorization obtained from Alexis Fire Equipment.
- 28. To costs incurred from an outside service for non-warranty related items.



This warranty is in lieu of all other warranties, expressed or implied, and all other representations to the original purchaser and all other obligations or liabilities, including liability for incidental or consequential damages on the part of the company. We neither assume nor authorize any person to give or assume any other warranty or liability on the company's behalf unless made or assumed in writing by the company.

LENGTH AND/OR HEIGHT LIMITATIONS:

OVERALL HEIGHT:

There shall be no overall height restrictions.

OVERALL LENGTH:

There shall be no overall length restrictions.

CHASSIS MODIFICATIONS:

STATEMENT OF EXCEPTIONS – CHASSIS SYSTEMS:

The chassis to be utilized for this apparatus shall incorporate the OEM seat belt system and as such is not designed to comply with NFPA 1901-2016 Section 14.1.3 regarding seat belt design, seat belt web length, and the color requirements of the seat belts.

The chassis is supplied with an OEM installed seat belt indicator system; however, it will not specifically comply with requirements of NFPA 1901-2016 Section 14.1.3.9.

In addition, the chassis manufacturer will not allow an apparatus manufacturer to access any of the data from its electrical system to comply with NFPA 1901-2016 Sections 4.11 and 14.1.3.9; Vehicle Data Recorder and Seat Belt Indicator System.

Unauthorized access to the chassis electrical system voids all warranties and transfers all liability away from the chassis manufacturer. Due to this restriction, a Vehicle Data Recorder and a Seat Belt Indicator System will not be supplied or installed by Alexis Fire Equipment Company with this vehicle.

We hereby certify by the following signatures that we have read, understand and accept that upon delivery, the vehicle supplied by Alexis Fire Equipment Company will not specifically comply with NFPA Standard 1901-2009 Sections 4.11, 14.1.3, and 14.1.3.9.



 Alexis Fire Equipment
109 East Broadway / Alexis, IL 61412
 800-322-2284  sales@alexisfire.com
 AlexisFire.com

ALEXIS FIRE EQUIPMENT COMPANY

FIRE DEPARTMENT

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

CHASSIS SUPPLIED WHEELS:

The wheel finish on the apparatus shall be left as specified in the chassis specifications.

LABELS:

A permanent plate in the driving compartment shall specify the quantity and type of the following fluids used in the vehicle:

- Engine Oil
- Engine Coolant
- Chassis Transmission Fluid
- Pump Transmission Lubrication Fluid
- Pump Primer Fluid (if applicable)
- Drive Axle(s) Lubrication Fluid
- Air-Conditioning Refrigerant
- Air-Conditioning Lubrication Oil
- Power Steering Fluid
- Cab Tilt Mechanism Fluid
- Transfer Case Fluid
- Equipment Rack Fluid
- CAFS Air Compressor System Lubricant
- Generator System Lubricant
- Front Tire Cold Pressure
- Rear Tire Cold Pressure
- Maximum Tire Speed Ratings

A final manufacturer's certification of the GVWR or GCWR along with a certification of each GAWR, shall be supplied on a label affixed to the vehicle.

A sign that reads "Occupants Must Be Seated and Belted When Apparatus Is in Motion" shall be provided. The sign shall be visible from each seated position.

A label that states the number of personnel the vehicle is designed to carry shall be located in an area visible to the driver.

A sign stating the overall height of the vehicle in feet and inches, the overall length of the vehicle in feet

and inches, and the GVWR in tons shall be provided and mounted. The sign shall be visible to the driver of the vehicle while seated.

A label stating “Do Not Wear Helmet While Seated” shall be visible from each seating position.

FUEL TANK:

The chassis shall incorporate a rear fuel tank installed by the chassis manufacturer. The fill and vent shall be installed behind the left rear wheel. The fill shall be labeled with the type of fuel intended.

TRAILER HITCH REAR- 550 CHASSIS:

One (1) Reese type trailer hitch shall be incorporated in the rear tail step area of the apparatus. The hitch assembly shall utilize a Reese Class V receiver, (Reese # 45341), with a 2" square receiver opening. The assembly shall include a removable ball mount draw bar with a 4" drop.

Male socket (car end) receiver for trailer electrical shall be provided. The 7 way plastic connector incorporates vinyl inserts to keep out dirt and moisture. Interior design prevents internal short-circuiting, safety latch prevents damage from accidental pull-away. Color-coded to RVI standards. Interchangeable with other well known RV types.

HELMET STORAGE:

To meet the intent of NFPA 14.1.8.4.1, the helmet for each occupant shall be stored in an exterior compartment.

REAR SEAT REMOVAL

The OEM Ford rear bench seat shall be removed from the Ford chassis cab and discarded.

EMS COMPARTMENT(S):

One (1) transverse EMS compartment(s) shall be installed in the chassis cab in the specified location(s). The exterior of each EMS compartment shall be spatter finished to match the cab interior. The interior of each shall remain natural finish aluminum. The compartment shall be designed so that it is accessible from both sides.

The compartment shall incorporate die cut black Hypalon webbing over the opening. The Hypalon shall be retained with shock cord and nylon clips.

EMS COMPARTMENT LIGHT:

One (1) 5" T44 Series LED light shall be installed in each cab EMS compartment. A switch shall be provided on the exterior of the compartment on the left (driver's) side to activate the light. The lighting shall meet the requirements of NFPA 13.10.5

The EMS Compartment shall be located in the rear seating area of the chassis cab.

Vertical Unistrut Tracking shall be provided in each EMS compartment

One (1) full depth adjustable shelf (ves) shall be provided in the EMS compartment(s)

Two (2) FlameFighter walk-away air pack bracket(s).

120 VOLT POWER STRIP:

One (1) 120-Volt power strip, model 681-77000N, shall be installed in the EMS compartment. Each power strip will have eight (8) on/off switch controlled, continuously powered outlets and a fifteen (15) amp circuit breaker. Each power strip shall be powered from the shoreline connection and hard wired to the apparatus for dependability.

BODY:

RESPONSE ONE SS :

The SS Response 1 body system is a lightweight, corrosion-resistant body designed for emergency service application. The body is manufactured of 304 #4 finish stainless steel to give the product superior strength and dependability. The unit is designed with a 84"" cab to axle to provide excellent maneuverability and flexibility.

BODY:

The SS Response 1 body shall be constructed of 14 gauge 304 #4 finish stainless steel for dependability in the application of rapid intervention.

An independent custom strutural stainless steel sub-frame supports the body. The sub-frame floats independent of the chassis frame.

The sub-frame is designed for emergency service application by using stainless steel structural tubing. It provides each compartment with total support to prevent the body from prematurely cracking under

the extreme conditions common to the emergency service field.

The body is held in position by the U-Bolt method recommended and approved by the chassis manufacturer.

FRONT BODY PANELS:

The front of the Response 1 body is manufactured of 14 gauge 304 #4 finish stainless steel

REAR BODY PANELS:

The rear of the Response 1 body is manufactured 14 gauge 304 #4 finish stainless steel for ease of maintenance.

ROOF OF THE APPARATUS:

The roof area of the apparatus body shall be manufactured of 304 #4 finish stainless steel material. The material shall break over the sides 2".

STAINLESS STEEL WHEEL WELLS:

The rear wheel housing shall be constructed of 304 #4 finish stainless steel material, which shall incorporate a polished stainless steel fenderette. The circular interliner shall be manufactured of 3/16" Tivar 1000 polymer material.

The wheel well shall be a bolt in wheel well assembly for ease of maintance in the apparatus.

The polymer material is a chemical and corrosion resistant material, thereby preventing excess wear and corrosion from occurring due to wintertime road chemicals. The polymer material shall be held in place by the use of polymer retainers or bolts for ease of repair and access to the wheel well area.

COMPARTMENT AREA:

The Response 1 compartments are constructed of 304 #4 finish stainless steel for longevity and dependability.

The compartments shall be bolted sweep out design for ease of cleaning. After construction the compartment seams shall be seam sealed with a Seca Flex Gray material to give the compartment a contiguous design throughout the apparatus system



Each compartment top offers support for 500 lb. of weight (Both sides offer a combined total of 1000 lb. of weight carrying capacity). The compartment top area is coated with a Tectyl 185GW material prior to final assembly to act as a barrier and to prevent corrosion.

REAR BUMPER:

A bumper shall be installed at the rear of the apparatus. The bumper shall be designed as to allow access to the rear compartment without interference.

AIR BOTTLE COMPARTMENT:

Two (2) Model 101252-1X air bottle storage compartment(s) shall be located in the apparatus wheel well assemblies. For ease of access, each bottle shall be stored within an individual storage tube manufactured of poly material. The compartment shall incorporate a vertically hinged stainless steel door with a black push button latch. Each compartment shall have the capacity to carry one (1) air bottle.

LOCATION: Right side wheel well

COMPARTMENTATION:

PAINTED ROLL-UP DOORS:

The side compartments shall have ROM Series IV Roll-up Shutter Doors with a **painted** finish. The doors shall be made of an anodized aluminum slat incorporating an exclusive seal that prohibits water intrusion, absorbs shock, eliminates clatter, and provides quiet, vibration-free performance. The lift bar shall be a D-shaped bar for strength and ease of use.

The rear compartment shall have ROM Series IV Roll-up Shutter Door with a **satin** finish. The door shall be made of an anodized aluminum slat incorporating an exclusive seal that prohibits water intrusion, absorbs shock, eliminates clatter, and provides quiet, vibration-free performance. The lift bar shall be a D-shaped bar for strength and ease of use.

DOOR GUARD:

There shall be a .125" aluminum treadplate door guard located at the top of the compartment to protect the painted surface of the ROM door from damage while the door is open. The door opening height as stated will be reduced by approximately 2" to accommodate the door guard.

TALL BOTTOM RAIL:



Each ROM door shall incorporate a tall bottom rail for improved accessibility.

The roll-up door side tracks and top drip rail shall remain **satin** finish.

LEFT SIDE:

L1

A roll-up door compartment assembly with a door opening of 51" wide x 53" high x transverse deep shall be provided ahead of the rear wheels on the left side.

The compartment shall include the following:

Unistrut Tracking

One (1) up to 45" deep 500 # Roll Out Tray(s)

Each above roll out tray shall be stationary.

LED Krystal-Lite tube lighting to illuminate the entire area. The lights shall run the entire height of the compartment on each side of the door opening.

L2

A roll-up door compartment assembly with a door opening of 41" wide x 29" high x 21" deep shall be provided over the rear wheels on the left side.

The compartment shall include the following:

Unistrut Tracking

One (1) full depth adjustable shelf (ves)

LED Krystal-Lite tube lighting to illuminate the entire area. The lights shall run the entire height of the compartment on each side of the door opening.

L3

A roll-up door compartment assembly with a door opening of 28" wide x 53" high x 21" deep shall be



provided behind the rear wheels on the left side.

The compartment shall include the following:

Unistrut Tracking

LED Krystal-Lite tube lighting to illuminate the entire area. The lights shall run the entire height of the compartment on each side of the door opening.

RIGHT SIDE BODY SHALL BE AS FOLLOWS:

R1

A roll-up door compartment assembly with a door opening of 51" wide x 53" high x transverse deep shall be incorporated on the apparatus right side ahead of the rear wheels.

The compartment shall include the following:

Unistrut Tracking

One (1) up to 45" deep 500 # Roll Out Tray(s)

Each above roll out tray shall be stationary.

LED Krystal-Lite tube lighting to illuminate the entire area. The lights shall run the entire height of the compartment on each side of the door opening.

R2

A roll-up door compartment assembly with a door opening of 41" wide x 29" high x 21" deep shall be provided over the rear wheels on the right side.

The compartment shall include the following:

Unistrut Tracking

One (1) full depth adjustable shelf (ves)

LED Krystal-Lite tube lighting to illuminate the entire area. The lights shall run the entire height of the compartment on each side of the door opening.

R3

A roll-up door compartment assembly with a door opening of 28" wide x 53" high x 21" deep shall be incorporated on the apparatus right side behind the rear wheels.

The compartment shall include the following:

Unistrut Tracking

LED Krystal-Lite tube lighting to illuminate the entire area. The lights shall run the entire height of the compartment on each side of the door opening.

REAR COMPARTMENT SHALL BE AS FOLLOWS:

A roll-up door compartment assembly with a door opening of 46" wide x 39" high x 80" deep shall be located at the rear of the apparatus.

One (1) 1000 # Roll Out Tray(s)

LED Krystal-Lite tube lighting to illuminate the entire area. The lights shall run the entire height of the compartment on each side of the door opening.

UPPER STORAGE COMPARTMENTS:

There shall be two (2) storage compartments located on the roof of the apparatus, with one (1) on each side. The compartments shall be recessed into the roof of the unit, with only the lift up door extending above the roofline. Each compartment shall incorporate a lift up shoebox style door with positive hold open device and two (2) quarter turn latches. The compartments shall be watertight and incorporate drain lines to drain any moisture to the underside of the apparatus. The drains shall have tubing extending to the underside of the truck.

Each compartment shall incorporate a compartment light as specified below. The lights shall be switched to automatically illuminate whenever the compartment doors are in the open position. The compartment doors shall be wired to the hazard light in the chassis cab to alert the driver when the doors are in the open position.

LED Krystal-Lite tube lighting to illuminate each upper storage compartment. The lights shall run the entire height of the compartment on one (1) side of the door opening.

RUB RAILS:

Bolt on aluminum rub rails shall be installed, below the compartment doors. Said rub rails will be fabricated of a polished "C" channel aluminum, mounted to the body surface utilizing ¼" plastic spacers. The channel designed rub rail shall incorporate a highly reflective red and fluorescent yellow green reflective stripe to aid in apparatus protection.

The rub rails shall incorporate the LED ground lights and LED lower warning lights. Each light strip shall run the full length of each rub rail.

ADJUSTABLE SHELVING:

The adjustable shelving as previously specified shall be installed in the apparatus compartmentation, utilizing the unistrut tracking. Each shelf shall be manufactured in a "U" break design, with 2" lip on front and rear of shelf. Each shelf shall be manufactured from a .190 material.

ROLL OUT TRAY:

The roll-out tray as previously specified shall be up to 45" deep and manufactured of 3/16" (.1875") smooth aluminum. Each tray shall utilize Accuride Zinc slides and have a capacity of 500 lb. of distributed load. Each tray shall be capable of 100% extension and shall have a lift bar latching system across the full width at the front of the tray to secure the tray in the stowed and extended position. Each roll-out tray shall incorporate a highly reflective red and white stripe on all three (3) exposed sides to aid in apparatus protection.

ROLL OUT TRAY:

The roll out tray(s) in the rear compartment as previously specified shall be manufactured of 3/16" (.1875") smooth aluminum. Each tray shall have a capacity of 1000 lbs. of distributed load. Each assembly is capable of 100% extension and shall have a lock to secure the tray in the stowed and extended position. Each roll out tray shall incorporate a highly reflective red and white stripe on all three (3) exposed sides to aid in apparatus protection.

Each tray shall utilize a Slidemaster IMS locking system.

The slide assembly shall be powder coated for added corrosion resistance.

12 VOLT ELECTRICAL:

ELECTRICAL WARRANTY:



Alexis Fire Equipment Co., Inc. warrants each new piece of Alexis fire and rescue apparatus to be free from defects in material and workmanship under normal use and service. Our obligation under this warranty is limited to repairing or replacing, as the company may elect, any part or parts thereof which shall be returned to us with transportation charges prepaid, and as to which examination shall disclose to the company's satisfaction to have been defective, provided that such part, or parts shall be returned to us within five (5) years or 40,000 miles after delivery of such vehicle. Such defective part or parts will be repaired or replaced free of charge and without charge for installation to the original purchaser.

Prior to any warranty work being performed on the unit, a Warranty Authorization Number must be obtained from Alexis Fire Equipment.

Items specifically covered are:

- Electrical harnesses and harness installation
- Printed circuit board
- Switches, circuit breakers and relays

Items excluded are:

- Chassis electrical systems and components installed by chassis manufacturer
- Separately manufactured items installed by Alexis Fire Equipment including, but not limited to; batteries, sirens, battery chargers, inverters, lightbars and similar equipment. (These are covered by warranties supplied by the manufacturer of the components).
- Periodic tightening and cleaning of connection terminals as this is considered routine maintenance
- Normal wear, abuse, accident, negligence or un-approved alteration of original parts.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by Alexis Fire Equipment and shall be performed solely by Alexis Fire Equipment or a repair facility designated by Alexis. The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

Alexis Fire Equipment reserves the un-restricted right at any time to make changes in design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

12 VOLT ELECTRICAL SYSTEM:

The electrical system shall be engineered to provide many years of dependable, trouble free service.

The 12-volt apparatus wiring shall be completely independent of the chassis electrical system. The system shall incorporate a state-of-the-art electrical distribution center



FLOOR MOUNTED CONSOLE FOR EMERGENCY SWITCHES:

One (1) 12 volt floor mounted console shall be installed in the apparatus. The console shall be manufactured of 14 gauge 304 #4 finish stainless steel material and shall incorporate a #4 finish smooth stainless steel top. The top of the console shall be hinged for access to the internal electrical components.

MAP/BINDER STORAGE:

There shall be a map/binder storage area incorporated into the console at the rear. The storage area shall incorporate one (1) divider, providing two (2) slots for map/binder storage.

RADIO INSTALLATION:

One (1) customer supplied single head radio shall be installed in the chassis cab. The radio programming shall be completed prior to receipt of radio by Alexis Fire Equipment Company.

ANTENNA:

One (1) Alexis Fire Equipment supplied antenna base, for use with an NMO type antenna, shall be mounted on the cab roof. The antenna base shall be a Motorola base designed for either thick or thin roof material as appropriate for the application and shall include a custom length of RG58 A/U cable with no connector at the radio end of the cable. The cable shall terminate at the center console area.

The radio make and model shall be:_____

LOCATION:_____

ON BOARD BATTERY CHARGER:

One (1) Progressive Dynamics PD2140 battery charger shall be installed on the vehicle. The unit shall be located in the L1 compartment.

The PD2140 is a 40-amp Electronic Marine Converter/Charger capable of charging up to three separate banks of batteries at the same time. It incorporates a microprocessor that constantly monitors battery voltage, then automatically selects one of four operating modes to ensure safe, rapid recharging cycles. The Storage Mode and the Equalize Mode of operation ensures minimum battery gassing and water loss while preventing battery stratification and sulfation. All Intelli-Power chargers are designed to meet the

stringent requirements of the Marine environment and are UL listed for safety. A digital meter displays current, voltage, operation mode, blown fuse indication, and battery type.

KUSSMAUL SUPER AUTO EJECT SHORELINE CONNECTION - 120V:

One (1) Kussmaul super auto eject Model 091-55-20-120 with a standard yellow weather cover shall be installed on the apparatus. The super auto eject is a completely sealed automatic power line disconnect. One (1) 120-Volt shoreline shall be supplied between the fire station power and the apparatus.

The shoreline connection shall be located in the left rear wheel well area, ahead of the wheels.

MASTER SWITCH:

A 12 Volt Cole-Hersee Rotary switch shall be installed. When in the OFF position, the master switch system shall isolate all electrical power from the apparatus. It shall not interrupt any primary battery/starter wiring originally furnished by the chassis manufacturer.

TIRE PRESSURE MONITORING DEVICE:

One (1) set of Real Wheels LED Air Guard tire pressure indicators shall be shipped loose with the completed apparatus. Features and benefits of the LED Air Guards include

- Safety – Improper tire pressure has a detrimental effect on handling, braking and control.
- Longer Tire Life – According to the D.O.T., 95% of all premature tire wear is caused by underinflation.
- Self-calibrating – LED AirGuard Set & Go memorizes pressure when initially installed and can be easily recalibrated by simply removing and reinstalling.
- Improved Fuel Economy – Proper tire inflation can save an estimated 3% to 5% in fuel costs.

OPTICAL WARNING SYSTEM:

The optical warning system on the fire apparatus shall be capable of two separate signaling modes during emergency operations. One mode shall signal to drivers and pedestrians that the apparatus is responding to an emergency and is calling for the right-of-way. The other mode shall signal that the apparatus is stopped and is blocking the right-of-way.

LED LIGHTBAR:

One (1) Whelen Model F4N2VLED 55" LED lightbar shall be mounted on the cab roof. The lightbar shall be switched from the in cab switch panel. This lightbar fills the requirements of Zone A Upper,



Zone B Upper, and Zone D Upper.

One (1) GTT 795H High priority LED emitter shall be mounted in the center position of the light bar. A switch shall be provided on the center console to control the emitter.

WARNING LIGHTS (FRONT):

Two (2) Whelen Model 50R02ZRR Red Super Linear LED lights shall be mounted on the front cab face, one (1) on each side. These lights shall be switched from the in cab switch panel. These lights fill the requirements of Zone A Lower.

WARNING LIGHTS (SIDE):

One (1) Whelen Model 50R02ZRR Red LED lights shall be mounted on the right (officer's) side of the vehicle. These lights are placed inside chrome flanges. These lights shall be switched from the in cab switch panel. These lights fill the requirements of Zone B Lower.

One (1) Whelen Model 50R02ZRR Red LED lights shall be mounted on the left (driver's) side of the vehicle. These lights are placed inside chrome flanges. These lights shall be switched from the in cab switch panel. These lights fill the requirements of Zone D Lower.

The rub rails on each side of the body shall incorporate integral outward facing Red LED strip lights. In addition to the Red LED strip light, the rub rail on each side ahead of the rear wheels shall incorporate one (1) Whelen Model MCRNTRR Red Micron LED light. These lights shall be switched from the in cab switch panel.

WARNING LIGHTS (SIDE):

Two (2) Whelen Model 90RR5FRR Red Super Linear LED lights shall be mounted on the right (officer's) side of the vehicle, in the upper area. These lights shall be switched from the in cab switch panel.

Two (2) Whelen Model 90RR5FRR Red Super Linear LED lights shall be mounted on the left (driver's) side of the vehicle, in the upper area. These lights shall be switched from the in cab switch panel.

These lights fill the requirements of Zones B & D Upper.

WARNING LIGHTS (REAR UPPER):

Two (2) Whelen Model 90RR5FRR Red Super Linear LED lights shall be mounted on the rear of the



vehicle, in the upper area. The lights shall be switched from the in cab switch panel. These lights fill the requirements of Zone C Upper.

WARNING LIGHTS (REAR):

Two (2) Whelen Model 60R02FRR red Super Linear LED lights shall be mounted on the lower rear area of the vehicle. These lights shall be switched from the in cab switch panel. These lights fill the requirements of Zone C Lower.

REAR DRIVING SIGNALS:

The rear driving signals shall consist of two (2) Code 3 7X9STTRBZ LED lights, one (1) each side of the apparatus at the rear. The 7X9 LED lights shall incorporate red brake/tail, amber turn, and white backup in a single light head. The mounting shall include a chome bezel.

ELECTRONIC SIREN:

One (1) Whelen Model 295SLSA1 siren shall be installed in the apparatus. The siren shall be mounted in the cab and shall include a noise-canceling microphone.

SIREN SPEAKER:

One (1) Whelen Model SA315 100 watt siren speaker shall be installed in the apparatus bumper.

BACKUP ALARM:

One (1) 12 volt electronic backup alarm shall be incorporated on the apparatus. The backup alarm shall be a minimum of 97db and switched with the backup light circuitry.

ICC LIGHTING:

Tecniq S34 Series LED Clearance lights shall be installed on the apparatus. They shall be hermetically sealed cartridge lights for ease of service and durability.

LED REAR LICENSE PLATE BRACKET:

There shall be a Cast Products LED license plate bracket provided at the rear of the apparatus.

HAZARD LIGHT:

A red, LED flashing light located in the driving compartment shall be illuminated automatically whenever the apparatus parking brake is not fully engaged and any passenger or equipment compartment door is open, any ladder or equipment rack is not in the stowed position, a stabilizer system is deployed, a powered light tower is extended, or any other device is opened, extended, or deployed that creates a hazard or is likely to cause damage to the apparatus if the apparatus is moved. The light shall be marked "Do Not Move Apparatus When Light Is On".

LED COURTESY LIGHTS (UNDER CARRIAGE LIGHTING):

One (1) 5" 12-volt T44 Series LED light shall be located under each cab door and one (1) shall be located below the rear tail step in the center. All ground area lighting shall be controlled by the master switch and shall be switched with the parking brake.

In addition to the 5" lights, clear LED strip lights shall be provided integral to the rub rails on each side. The strip lights shall face downward and be activated with the balance of the undercarriage lighting.

FIRETECH 12-VOLT LED SCENE LIGHT(S):

Two (2) FireTech FT-MB-2.18-FT-W Double Stack 21" 19,008 lumen LED bar scene light(s) shall be mounted in the specified location(s). The lights shall be switched from the in-cab switching station.

LOCATION: One (1) each side of body

SCENE LIGHTS:

Two (2) LED scene light(s), Whelen Model 9SC0ENZR with 6500 lumen output, shall be mounted in the specified location(s). Each scene light shall be switched from the cab console.

ADDITIONAL REAR SCENE LIGHT SWITCHING:

In addition to the in-cab switch for the rear scene lights, the lights shall be wired with the back-up light circuitry to illuminate whenever the apparatus is placed in "Reverse".

LOCATION: Rear of body

12 VOLT LED TELESCOPIC LIGHT

Two (2) Akron Brass, Extenda-Lite, item ELSS-XLDC-W-PSUP with a Push-Up style telescoping pole equipped with side mounting brackets shall be provided. All mounting brackets and pole fittings shall be heavy duty, cast aluminum and powder painted white to match the light head. Each telescoping pole



shall be equipped with a 220 watt light head with the front bezel painted white. The light head shall contain 8 high power LEDs and a highly polished reflector.

The light head shall operate from 10-36 VDC and maintain stable light output of 19,000 lumens and constant power consumption of 220W (current = power / voltage). The light head shall tilt up and down with two heavy duty handles and shall be mounted on to the top of the pole with a " swivel assembly. An on/off switch with weather-proof boot shall be provided on the swivel assembly. The inside pole shall be sixty inches (60") long and the outside pole shall be eleven and one half inches (11-1/2") in length as standard or lengths can be adjusted by the manufacturer as required to fit a specified mounting location. All inside and outside poles shall be made only from drawn aluminum tubes. Each pole shall be deep etched, wire brushed and clear anodized to ensure a corrosion free appearance and lasting durability. The Push-Up telescoping pole shall rotate 360 degrees left or right. The apparatus manufacturer shall provide wiring for each of the installed lights and it shall be capable of carrying the maximum load required by that light and protected by a properly sized circuit breaker. The Extenda-Lite Pole shall have a 5 year warranty. The SceneStar LED head shall have a 6 year warranty.

LOCATION: Front of body

120 VOLT POWER STRIP:

One (1) 120-Volt power strip, model 681-77000N, shall be installed on the apparatus. Each power strip will have eight (8) on/off switch controlled, continuously powered outlets and a fifteen (15) amp circuit breaker. Each power strip shall be powered from the shoreline connection and hard wired to the apparatus for dependability.

The power strip(s) shall be located: in the cab with exact location TBD

BRACKETING:

FOLDING STEP(S):

Three (3) large folding step(s) shall be furnished on the apparatus. Each step shall be mounted in the specified location.

LOCATION: Rear of body

GRAB HANDLES:

One (1) 1 1/4" o.d. 24" knurled bright stainless steel grab rail(s) shall be provided as grab handles.

LOCATION: Rear of body



PIKE POLE TUBE:

Two (2) pike pole tube(s) shall be installed on the apparatus. The tubes shall be able to hold pike poles no longer than 6'.

LOCATION: Rear Compartment

FINISH:

COMPARTMENT INTERIOR FINISH:

The interior of the compartments shall be natural finish stainless steel

APPARATUS COLOR:

The color of the apparatus shall be as follows:

COLOR: _____

CHASSIS FINISH:

The chassis shall be ordered black. The lower cab shall be painted red PPG with the paint break at the body line below the windows. The A, B, C posts and hood shall remain black.

CAB LETTERING:

Vinyl lettering as described below shall be applied to the chassis cab door, one (1) each side. Each letter shall be 2½" to 3½" high and hand applied.

Vinyl letters/numbers shall be applied to the chassis cab fender area, one (1) each side. Each letter/number shall be 2½" to 3½" high and hand applied.

Vinyl letters/numbers shall be applied to the rear roll-up door.

The lettering vinyl style shall be simulated gold leaf.

The lettering font style shall be Eurostile Bold.



The lettering font highlight type shall be shadow.

LAMINATION WARRANTY:

The apparatus shall be covered by a three (3) year warranty against defects in material and workmanship with the graphics process

REFLECTIVE STRIPING:

The finished apparatus shall be striped white with 4" reflective Scotchlite striping.

REFLECTIVE STRIPING IN THE CAB:

Two-inch red and white striped retro-reflective material shall be placed on the inside of each opening cab door. The material will be at least 96 square inches, meeting current NFPA standards.

DIAMOND GRADE CHEVRON STRIPING:

The rear of the apparatus shall be striped with Diamond Grade retro-reflective striping. The striping shall be applied in a chevron pattern sloping downward and away from the centerline of the apparatus at a 45° angle. The striping shall be single color alternating between red #3992 and fluorescent yellow-green #3983.

The Chevron striping shall be applied in the following locations: vertical surfaces of the body at the rear, outboard of the rear compartment door.

EQUIPMENT:

NFPA EQUIPMENT CLARIFICATION:

Any equipment specified in the "Minor Equipment" section (e.g. hose, nozzles, adapters, AED, traffic cones, traffic safety vests, etc.) of NFPA 1901 for each apparatus classification (see below) which is not specified in this proposal shall be considered to be customer supplied and installed.

Apparatus Type	NFPA Section
Pumper	5.8
Initial Attack	6.7
Mobile Water Supply	7.7



 Alexis Fire Equipment
109 East Broadway / Alexis, IL 61412
 800-322-2284  sales@alexisfire.com
 AlexisFire.com

Aerial	8.8
Quint	9.8
Special Service	10.5
Mobile Foam	11.9

2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115

Client Proposal

Prepared by:

Ed Miller

Office: 713-678-5007

Email: EMILLER@CHASTANGFORD.COM

Quote ID: DESPL21W5H

Date: 01/19/2021

Chastang Ford | 6200 N. Loop East, Houston, Texas, 770261936

Office: 713-678-5000 | Fax: 713-678-5001

2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W5H	Base Vehicle Price (W5H)	
Packages		
660A	Order Code 660A <i>Includes:</i> - Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.	N/C
Powertrain		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	STD
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i>	Included
X8L	Limited Slip w/4.88 Axle Ratio	
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14,706. Note: See Order Guide Supplemental Reference for further details on GVWR</i>	
Wheels & Tires		
TGK	Tires: 225/70R19.5G BSW Traction (TGK) <i>Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications, could incur irregular front tire wear and/or NVH</i>	
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included</i>	Included

Seats & Seat Trim

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

As Configured Vehicle (cont'd)

Code	Description	MSRP
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder and driver's side manual lumbar.</i>	Included
Other Options		
PAINT	Monotone Paint Application	STD
203WB	203" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers. Includes: - SYNC Communications & Entertainment System Includes enhanced voice recognition 911 Assist, 4.2" LCD center stack screen AppLink, 1 smart-charging USB-C port and steering wheel audio controls.</i>	Included
90L	Power Equipment Group <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel. Includes: - Accessory Delay - Advanced Security Pack Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors. - Manual Telescoping Folding Trailer Tow Mirrors Includes power/heated glass and heated convex spotter mirror - MyKey Includes owner controls feature. - Power Front & Rear Side Windows Includes 1-touch up/down driver/passenger window - Power Locks - Remote Keyless Entry</i>	
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR <i>Includes upgraded front axle and max 7,500 lbs. Front springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer.</i>	
41H	Engine Block Heater	
62R	Transmission Power Take-Off Provision <i>Includes transmission mounted live drive and stationary mode PTO.</i>	
86M	Dual 78 AH Battery	
18A	Upfitter Interface Module	
67B	397 Amp Alternator	
18B	Platform Running Boards	
Emissions		
425	50-State Emissions System	STD

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Prepared by: Ed Miller

01/19/2021

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

As Configured Vehicle (cont'd)

Code	Description	MSRP
Interior Colors		
AS_01	Medium Earth Gray	N/C
Primary Colors		
PQ_01	Race Red	N/C
SUBTOTAL		
Destination Charge		
TOTAL		

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Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price

Options & Colors

Upfitting

Destination Charge

Subtotal

Pre-Tax Adjustments

Code	Description
01 flt	DISCOUNT AND CONCESSION

Total

Customer Signature

Acceptance Date

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2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

Selected Equip & Specs

Dimensions

- Exterior length: 289.2"
- Exterior width: 80.0"
- Wheelbase: 203.0"
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Front legroom: 43.9"
- Front headroom: 40.8"
- Front hiproom: 62.5"
- Front shoulder room: 66.7"
- Passenger volume: 131.7cu.ft.
- Maximum cargo volume: 52.1cu.ft.
- Cab to axle: 84.0"
- Exterior height: 81.7"
- Front track: 74.8"
- Turning radius: 28.6'
- Min ground clearance: 8.2"
- Rear legroom: 43.6"
- Rear headroom: 40.4"
- Rear hiproom: 64.7"
- Rear shoulder room: 65.9"
- Cargo volume: 52.1cu.ft.

Powertrain

- * 350hp 7.3L OHV 16 valve V-8 engine with DEVCT variable valve control, SMPI
- federal
- Part-time
- Fuel Economy City: N/A
- * Transmission PTO provision
- Recommended fuel : regular unleaded
- TorqShift 10 speed automatic transmission with overdrive
- * Limited slip differential
- Fuel Economy Highway: N/A

Suspension/Handling

- Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- Firm ride Suspension
- Front and rear 19.5 x 6 argent steel wheels
- Dual rear wheels
- * Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks
- Hydraulic power-assist re-circulating ball Steering
- * LT225/70SR19.5 GBSW AT front and rear tires

Body Exterior

- 4 doors
- Conventional right rear passenger
- Black door mirrors
- * Side steps
- Clearcoat paint
- 2 front tow hook(s)
- Conventional left rear passenger
- Driver and passenger , manual folding door mirrors
- Black bumpers
- Trailer harness
- Front and rear 19.5 x 6 wheels

Convenience

- Manual air conditioning with air filter
- * Driver and passenger 1-touch up
- * Power windows
- * Driver and passenger 1-touch down

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2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

Selected Equip & Specs (cont'd)

- * **Remote power door locks with 2 stage unlock and illuminated entry**
- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Passenger visor mirror
- * **Driver and passenger door bins**
- Upfitter switches
- Manual tilt steering wheel
- Day-night rearview mirror
- Emergency SOS
- AppLink smart device integration
- Front and rear cupholders
- Full overhead console
- * **Rear door bins**

Seats and Trim

- Seating capacity of 6
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- 60-40 folding rear split-bench seat
- Front 40-20-40 split-bench seat
- Manual driver lumbar support
- Centre front armrest

Entertainment Features

- AM/FM stereo radio
- Steering wheel mounted radio controls
- Streaming audio
- SYNC external memory control
- 4 speakers
- Fixed antenna

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Fully automatic headlights
- Light tinted windows
- Tachometer
- Compass
- Trip computer
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front and rear reading lights
- Oil pressure gauge
- Outside temperature display
- Trip odometer

Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- Dual front impact airbag supplemental restraint system
- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- * **Power remote door locks with 2 stage unlock and panic alarm**
- * **MyKey restricted driving mode**
- 3 manually adjustable rear head restraints
- Brake assist
- Driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- * **Remote activated perimeter/approach lighting**
- * **Security system with SecuriLock immobilizer**
- Manually adjustable front head restraints

Dimensions

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2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

Selected Equip & Specs (cont'd)

General Weights

* Curb	7,686 lbs.	* GVWR	19,500 lbs.
* Payload	11,900 lbs.		

Front Weights

* Front GAWR	7,500 lbs.	* Front curb weight	4,438 lbs.
* Front axle capacity	7,500 lbs.	* Front spring rating	7,500 lbs.
Front tire/wheel capacity	7,500 lbs.		

Rear Weights

* Rear GAWR	14,706 lbs.	* Rear curb weight	3,248 lbs.
* Rear axle capacity	14,706 lbs.	* Rear spring rating	15,000 lbs.
Rear tire/wheel capacity	15,000 lbs.		

Trailer Type

Harness	Yes	Trailer sway control	Yes
---------	-----	----------------------	-----

General Trailering

5th-wheel towing capacity	19300 lbs.	Gooseneck towing capacity	19300 lbs.
Towing capacity	18340 lbs.	GCWR	28000 lbs.

Fuel Tank type

Capacity	40 gal.
----------	---------

Off Road

Min ground clearance	8 "
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Interior cargo

Cargo volume	52.1 cu.ft.	Maximum cargo volume	52.1 cu.ft.
--------------	-------------	----------------------	-------------

Rear Frame

Height loaded	29 "	Height unloaded	34 "
---------------	------	-----------------	------

Powertrain*Engine Type*

Block material	Iron	Cylinders	V-8
Head material	Aluminum	Ignition	Spark
Injection	Sequential MPI	Liters	7.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	2	Valvetrain	OHV
Variable valve control	DEVCT		

Engine Spec

Bore	4.21"	Compression ratio	10.5:1
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2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

Selected Equip & Specs (cont'd)

Displacement	445 cu.in.	Stroke	3.98"
Engine Power			
SAEJ1349 AUG2004 compliant	Yes	Output	350 HP @ 3,900 RPM
Torque	468 ft.-lb @ 3,900 RPM		
Alternator			
* Type	Dual	* Amps	397
Battery			
Amp hours	78	Cold cranking amps	750
Run down protection	Yes	* Type	Dual
Engine Extras			
* Block heater	Yes		
Transmission			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		
Transmission Gear Ratios			
1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.616
Reverse Gear ratios	4.866		
Transmission Extras			
Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty	* PTO provision	Yes
Drive Type			
4wd type	Part-time	Type	Four-wheel
Drive Feature			
* Limited slip differential	Mechanical	Traction control	Driveline
* Power take-off provision	Yes	Locking hub control	Auto
Transfer case shift	Electronic		
Drive Axle			
Ratio	4.88		
Exhaust			
Material	Stainless steel	System type	Single

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2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

Selected Equip & Specs (cont'd)

Emissions

CARB

Federal

Fuel Economy

Fuel type

Gasoline

Driveability

Brakes

ABS

4-wheel

ABS channels

3

Type

4-wheel disc

Vented discs

Front and rear

Brake Assistance

Brake assist

Yes

Suspension Control

Ride

Firm

Front Suspension

Independence

Mono-beam non-independent

Anti-roll bar

Regular

Front Spring

Type

Coil

* Grade

HD

Front Shocks

Type

HD

Rear Suspension

* Independence

DANA 130 rigid axle

Type

Leaf

Anti-roll bar

Regular

Rear Spring

Type

Leaf

Grade

HD

Rear Shocks

Type

HD

Steering

Activation

Hydraulic power-assist

Type

Re-circulating ball

Steering Specs

of wheels

2

Exterior

Front Wheels

Diameter

19.5"

Width

6.00"

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2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

Selected Equip & Specs (cont'd)

Rear Wheels

Diameter	19.5"	Width	6.00"
Dual	Yes		

Front and Rear Wheels

Appearance	Argent	Material	Steel
------------	--------	----------	-------

Front Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
* Tread	AT	Type	LT
Width	225mm	LT load rating	G
* RPM	645		

Rear Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
* Tread	AT	Type	LT
Width	225mm	LT load rating	G
* RPM	645		

Wheels

Front track	74.8"	Rear track	74.0"
Turning radius	28.6'	Wheelbase	203.0"
Rear tire outside width	93.9"		

Body Features

Front splash guards	Yes	Body material	Aluminum
Side impact beams	Yes	* Side steps	Yes
Front tow hook(s)	2		

Body Doors

Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional		

Exterior Dimensions

Length	289.2"	Body width	80.0"
Body height	81.7"	Cab to axle	84.0"
Axle to end of frame	47.2"	* Frame section modulus	17.2cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	Cab to end of frame	131.2"
Front bumper to back of cab	158.1"		

Safety

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2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

Selected Equip & Specs (cont'd)

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead Safety Canopy System curtain 1st and 2nd row		Passenger front-impact	Yes
Passenger side-impact	Seat mounted		

Seatbelt

Height adjustable	Front
-------------------	-------

Security

* Immobilizer	SecuriLock	* Panic alarm	Yes
* Restricted driving mode	MyKey		

Seating

Passenger Capacity

Capacity	6
----------	---

Front Seats

Split	40-20-40	Type	Split-bench
-------	----------	------	-------------

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable
---------	--------	------	------------

Front Armrest

Centre	Yes
--------	-----

Rear Seats

Descriptor	Split-bench	Facing	Front
Folding	60-40	Folding position	Fold-up cushion
Type	Fixed		

Rear Head Restraints

Control	Manual	Type	Adjustable
Number	3		

Front Seat Trim

Material	Vinyl	Back material	Vinyl
----------	-------	---------------	-------

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2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

Selected Equip & Specs (cont'd)

Rear Seat Trim Group

Material	Vinyl	Back material	Carpet
Convenience			
AC And Heat Type			
Air conditioning	Manual	Air filter	Yes
Underseat ducts	Yes		
Audio System			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC
Audio Speakers			
Speaker type	Regular	Speakers	4
Audio Controls			
Steering wheel controls	Yes	Voice activation	Yes
Streaming audio	Bluetooth yes		
Audio Antenna			
Type	Fixed		
LCD Monitors			
1st row	2	Primary monitor size (inches)	4.2
Convenience Features			
* Retained accessory power	Yes	12V DC power outlet	3
Emergency SOS	Mobile device	Wireless phone connectivity	Bluetooth
Smart device integration	App link	Upfitter switches	Yes
Door Lock Activation			
* Type	Power with 2 stage unlock	* Remote	Keyfob (all doors)
* Integrated key/remote	Yes		
Door Locks Extra FOB Controls			
Remote engine start	Smart device only		
Instrumentation Type			
Display	Analog		
Instrumentation Gauges			
Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		
Instrumentation Warnings			

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Price Level: 115 | Quote ID: DESPL21W5H

Selected Equip & Specs (cont'd)

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		

Instrumentation Displays

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
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Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

*Window 1st row activation	Power
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Windows Rear Side

*2nd row activation	Power
---------------------	-------

Window Features

*1-touch down	Driver and passenger	*1-touch up	Driver and passenger
Tinted	Light		

Front Windshield

Wiper	Variable intermittent
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Rear Windshield

Window	Fixed
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Interior*Passenger Visor*

Mirror	Yes
--------	-----

Rear View Mirror

Day-night	Yes
-----------	-----

Headliner

Coverage	Full	Material	Cloth
----------	------	----------	-------

Floor Trim

Coverage	Full	Covering	Vinyl/rubber
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Trim Feature

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2021 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 115 | Quote ID: DESPL21W5H

Selected Equip & Specs (cont'd)

Gear shifter material	Urethane	Interior accents	Chrome
Lighting			
Dome light type	Fade	Front reading	Yes
* Illuminated entry	Yes	Rear reading	Yes
Variable IP lighting	Yes		
Overhead Console Storage			
Storage	Yes	Type	Full
Storage			
* Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	* Passenger door bin	Yes
Illuminated	Yes	Rear yes	Yes
Instrument panel	Covered bin	Dashboard	Yes
* Rear door bins	Yes		
Legroom			
Front	43.9"	Rear	43.6"
Headroom			
Front	40.8"	Rear	40.4"
Hip Room			
Front	62.5"	Rear	64.7"
Shoulder Room			
Front	66.7"	Rear	65.9"
Interior Volume			
Passenger volume	131.7 cu.ft.		

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Price Level: 115 | Quote ID: DESPL21W5H

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months
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Powertrain

Distance	60,000 miles	Months	60 months
----------	--------------	--------	-----------

Corrosion Perforation

Distance	Unlimited miles	Months	60 months
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Roadside Assistance

Distance	60,000 miles	Months	60 months
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IN THE EVENT THERE ARE DISCREPANCIES BETWEEN THE DRAWING AND THE SPECIFICATIONS, THE SPECIFICATIONS SHALL PREVAIL.

CUSTOMER APPROVAL SIGNATURE:

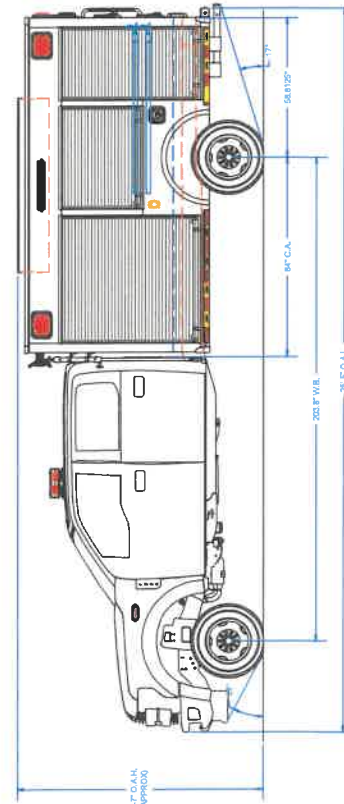
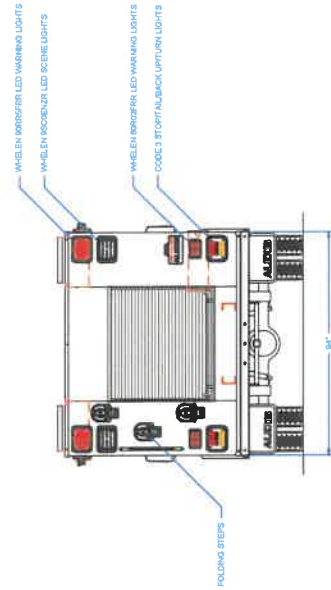
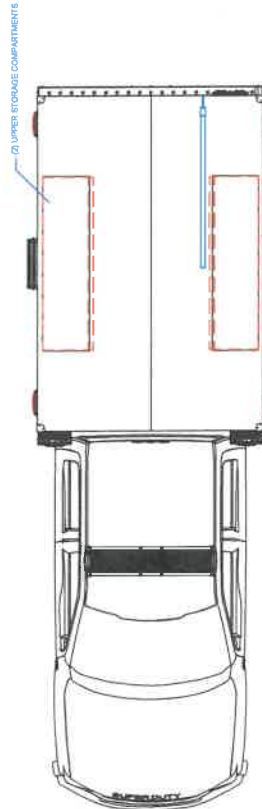
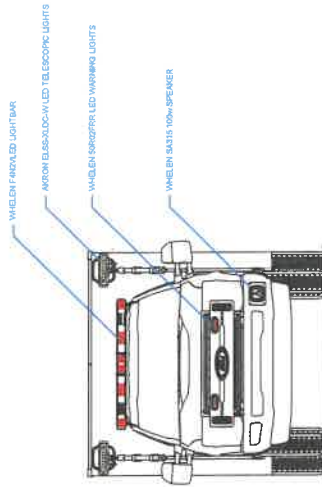
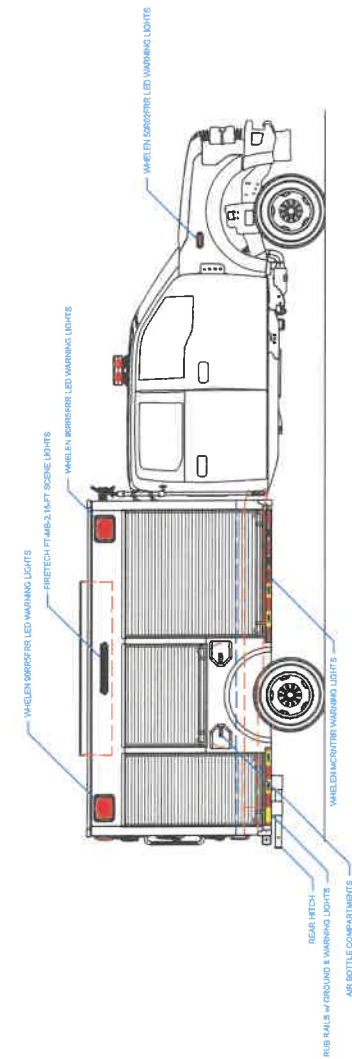
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ALEXIS FIRE EQUIPMENT CO. P.O. BOX 549, ALEXIS, KUNIKS 01462	
TOLERANCES ARE IN INCHES DIMENSIONS ARE NOT CUMULATIVE FINISHES ARE NOT CUMULATIVE	
12" RESPONSE 1 DES PLAINES FD DES PLAINES, IL	
The weight of this opening and sashes and the weight of suspension from a vehicle are not included in the weight of the unit. FRACTIONAL 1/16" METRIC 1.5 mm	
CONTRACT #	J. HENNING 0105821
DATE	10/1/81
1 OF 2	

COMPARTMENT DIMENSIONS	
COMP #	DOOR OPENING SIZES
L1 & R1	51" WIDE X 33" HIGH X 21" TRANSVERSE DEEP
L2 & R2	41" WIDE X 23" HIGH X 21" DEEP
L3 & R3	31" WIDE X 13" HIGH X 21" DEEP
L4 & R4	21" WIDE X 13" HIGH X 21" DEEP
REAR	48" WIDE X 23" HIGH X 21" DEEP

Pump Info:	
Apparatus Type	Response 1 12" (4" C.A.)
Class	Ford 4-Door
Pump Drive	None
Pump Motor	None
Pump Capacity	None
Pump Material	None
Pump CPN	None

REVISIONS 1. 10/1/81 2. 10/1/81 3. 10/1/81 4. 10/1/81 5. 10/1/81 6. 10/1/81 7. 10/1/81 8. 10/1/81 9. 10/1/81 10. 10/1/81 11. 10/1/81 12. 10/1/81 13. 10/1/81 14. 10/1/81 15. 10/1/81 16. 10/1/81 17. 10/1/81 18. 10/1/81 19. 10/1/81 20. 10/1/81 21. 10/1/81 22. 10/1/81 23. 10/1/81 24. 10/1/81 25. 10/1/81 26. 10/1/81 27. 10/1/81 28. 10/1/81 29. 10/1/81 30. 10/1/81 31. 10/1/81 32. 10/1/81 33. 10/1/81 34. 10/1/81 35. 10/1/81 36. 10/1/81 37. 10/1/81 38. 10/1/81 39. 10/1/81 40. 10/1/81 41. 10/1/81 42. 10/1/81 43. 10/1/81 44. 10/1/81 45. 10/1/81 46. 10/1/81 47. 10/1/81 48. 10/1/81 49. 10/1/81 50. 10/1/81 51. 10/1/81 52. 10/1/81 53. 10/1/81 54. 10/1/81 55. 10/1/81 56. 10/1/81 57. 10/1/81 58. 10/1/81 59. 10/1/81 60. 10/1/81 61. 10/1/81 62. 10/1/81 63. 10/1/81 64. 10/1/81 65. 10/1/81 66. 10/1/81 67. 10/1/81 68. 10/1/81 69. 10/1/81 70. 10/1/81 71. 10/1/81 72. 10/1/81 73. 10/1/81 74. 10/1/81 75. 10/1/81 76. 10/1/81 77. 10/1/81 78. 10/1/81 79. 10/1/81 80. 10/1/81 81. 10/1/81 82. 10/1/81 83. 10/1/81 84. 10/1/81 85. 10/1/81 86. 10/1/81 87. 10/1/81 88. 10/1/81 89. 10/1/81 90. 10/1/81 91. 10/1/81 92. 10/1/81 93. 10/1/81 94. 10/1/81 95. 10/1/81 96. 10/1/81 97. 10/1/81 98. 10/1/81 99. 10/1/81 100. 10/1/81	SALES UPDATES 1. 10/1/81 2. 10/1/81 3. 10/1/81 4. 10/1/81 5. 10/1/81 6. 10/1/81 7. 10/1/81 8. 10/1/81 9. 10/1/81 10. 10/1/81 11. 10/1/81 12. 10/1/81 13. 10/1/81 14. 10/1/81 15. 10/1/81 16. 10/1/81 17. 10/1/81 18. 10/1/81 19. 10/1/81 20. 10/1/81 21. 10/1/81 22. 10/1/81 23. 10/1/81 24. 10/1/81 25. 10/1/81 26. 10/1/81 27. 10/1/81 28. 10/1/81 29. 10/1/81 30. 10/1/81 31. 10/1/81 32. 10/1/81 33. 10/1/81 34. 10/1/81 35. 10/1/81 36. 10/1/81 37. 10/1/81 38. 10/1/81 39. 10/1/81 40. 10/1/81 41. 10/1/81 42. 10/1/81 43. 10/1/81 44. 10/1/81 45. 10/1/81 46. 10/1/81 47. 10/1/81 48. 10/1/81 49. 10/1/81 50. 10/1/81 51. 10/1/81 52. 10/1/81 53. 10/1/81 54. 10/1/81 55. 10/1/81 56. 10/1/81 57. 10/1/81 58. 10/1/81 59. 10/1/81 60. 10/1/81 61. 10/1/81 62. 10/1/81 63. 10/1/81 64. 10/1/81 65. 10/1/81 66. 10/1/81 67. 10/1/81 68. 10/1/81 69. 10/1/81 70. 10/1/81 71. 10/1/81 72. 10/1/81 73. 10/1/81 74. 10/1/81 75. 10/1/81 76. 10/1/81 77. 10/1/81 78. 10/1/81 79. 10/1/81 80. 10/1/81 81. 10/1/81 82. 10/1/81 83. 10/1/81 84. 10/1/81 85. 10/1/81 86. 10/1/81 87. 10/1/81 88. 10/1/81 89. 10/1/81 90. 10/1/81 91. 10/1/81
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PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: March 24, 2021

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

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

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

Subject: Bid Award – City Hall Waterproofing Masonry Repairs

Issue: The 2021 City budget includes \$280,000 in funding in the Facilities Replacement Fund account for City Hall Waterproofing Masonry Repairs. Five bids were received and opened on March 11, 2021.

Analysis: HR Green, the City's architect, completed the Des Plaines 6th floor field report regarding the water infiltration entering the building which included review of the current windows, masonry, masonry weeps, flashing, sealants, and other related building materials. To alleviate the water infiltration, the recommendation and scope of work for this contract includes replacing the top 15 rows of brick courses directly above the sixth floor of City Hall, installation of weeps, installation of flashing with a drip edge, and top copings to be removed and resealed. These exterior elements need to be repaired to ensure the integrity of the facility. A Bid tabulation is listed below:

Company	Total Bid
BP&T Construction	\$248,000
JLJ Contracting, Inc.	\$252,000
Grove Masonry Maintenance, Inc.	\$289,900
Berglund Construction Company	\$320,000
Midwest Pressure Washing and Restoration	\$357,000

Of the five bids received BP&T Construction provided the lowest bid; however, the contractor does not meet the requirements of City Ordinance M-7-20: Responsible Bidder for Certain Construction Contracts. The second lowest bidder, JLJ Contracting, Inc., provided documentation with their submittal verifying the company meets the City's ordinance. Also, they have successfully completed various similar masonry projects for the City.

Recommendation: We recommend approval and award of the City Hall Waterproofing Masonry Repairs contract to the lowest responsible bidder, JLJ Contracting, Inc., 2748 S. 21st Ave, Broadview, IL 60155 in the amount of \$252,000. Source funding for this contract will be the Facilities Replacement Fund account (430-00-000-0000.6315.001).

Attachments:

Resolution R-64-21

Exhibit A – JLJ Contract

CITY OF DES PLAINES

RESOLUTION R - 64 - 21

A RESOLUTION APPROVING A CONTRACT WITH JLJ CONTRACTING, INC. FOR THE CITY HALL WATERPROOFING MASONRY REPAIRS PROJECT.

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

WHEREAS, the City has appropriated funds in the Facilities Replacement Fund for use by the Department of Public Works and Engineering during the 2021 fiscal year for the City Hall Waterproofing Masonry Repairs Project ("**Work**"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City of Des Plaines City Code and the City's purchasing policy, City staff invited bids for the completion of the Work; and

WHEREAS, the City received five bids which were opened on March 11, 2021; and

WHEREAS, JLJ Contracting, Inc. ("**Contractor**") submitted the lowest responsible bid in the not-to-exceed amount of \$252,000; and

WHEREAS, the City desires to enter into an agreement with Contractor for the performance of the Work in the not-to-exceed amount of \$252,000 ("**Agreement**"); and

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

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

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

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

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

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement with JLJ for City Hall Waterproofing Masonry Repairs

CITY OF DES PLAINES

CONTRACT FOR

City Hall Waterproofing Masonry Repairs

Full Name of Bidder JLJ Contracting, Inc. ("Bidder")
Principal Office Address 2748 S. 21st Avenue, Broadview, IL 60155
Local Office Address 2748 S. 21st Avenue, Broadview, IL 60155
Contact Person Mike Gruzalski Telephone Number Office: (708) 343-3340
Cell: (708) 378-4256

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

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

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":

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 including the following which are sole responsibilities of the bidder: how the work will be performed, a plan on protecting adjacent property from damage, and a plan on protecting the public (such as with signage) indicating sidewalk closed and to use other pedestrian route for the Des Plaines City Hall 6th Floor Masonry Repairs located at 1420 Miner St., Des Plaines, IL 60016, (the "Work Site"); Note** the alley to the north of the building location will be under construction and have limited to no access and an air cooled chiller is being placed on the roof of City Hall in March 2021.
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;

4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

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 and project manuals attached hereto and by this reference made a part of this Contract:

- Attachment A- Schedule of Prices
- Attachment B- Assessment/Drawings/Specs
- Attachment C- Prevailing Wage Rates/Responsible Bidder Ordinance
- Attachment D- General Requirements

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.

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 for the Des Plaines City Hall 6th Floor Masonry Repairs the total Contract Price of:

TOTAL Base Bid CONTRACT PRICE (in numbers):

\$ \$252,000.00

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; **[and]**
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for

separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

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

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

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work per stated parameters by vendor within Attachment A with completion expected before or during summer 2021-weather permitting (the "Completion Date").

If the Work is not completed by Bidder in full compliance with and as required by or pursuant to this Contract and before the Completion Date, then Owner may invoke its remedies under this Contract or may, in Owner's sole and absolute discretion, permit Bidder to complete the Work but charge to Bidder, and deduct from any payments to Bidder under this Contract, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the following per diem administrative charge, as well as any additional damages caused by such delay:

Per Diem Administrative Charge:

\$ 500

4. Financial Assurance

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

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to

time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; 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 10 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-7-20, including, without limitation, The bidder actively participates, and has actively participated for at least 12 months before the date of the bid opening, in apprenticeship and training programs approved and registered with the United States department of labor bureau of apprenticeship and training for each of the trades of work contemplated under the awarded contract for all bidders and subcontractors. For the purposes of this subsection, a bidder or subcontractor is considered an active participant in an apprenticeship and training program if all eligible employees have either: (i) completed such a program, or (ii) were enrolled in such a program prior to the solicitation date and are currently participating in such program."**

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

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

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

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

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

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

any claim for damages, anticipated profits, or other compensation.

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

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

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

- ☒ Bidder has carefully examined and read the ITB and all related documents in their entirety.
- ☒ The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- ☒ Bidders has provided a list of client references with a minimum of **(4) four municipal** references.
- ☒ Bidder has fully completed the entire Contract form, including the Total Contract Price on page 2 of the contract and completed the entire bid pricing in Attachment A.
- ☒ Bidder has submitted a certified check or bid bond, in amount equal to at least 5 percent of the Total Contract Price.
- ☒ Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. _____ **[BIDDERS MUST INSERT ALL ADDENDA NUMBERS]**, has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- ☒ Bidder meets all conditions of Ordinance M-7-20: RESPONSIBLE BIDDER FOR CERTAIN CONSTRUCTION CONTRACTS which is included in Attachment C. Include documents with bid submission.
- ☒ Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: March 11, 2021.

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

Bidder's Name: JLJ Contracting, Inc.

Doing Business As (if different): N/A

Signature of Bidder or Authorized Agent:  Date: 3/11/2021

(corporate seal) Printed Name: John Orban
(if corporation) Title/Position: President

Bidder's Business Address: 2748 S. 21st Avenue
Broadview, IL 60155

Bidder's Business Telephone: (708) 343-3340 Facsimile: (708) 343-3360

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

NAME	TITLE	ADDRESS
John Orban	President	2748 S. 21st Avenue Broadview, IL 60155
Scott Edling	Vice President / Secretary	2748 S. 21st Avenue Broadview, IL 60155
Mike Gruzalski	Vice President	2748 S. 21st Avenue Broadview, IL 60155

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 _____, 2021.

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

CITY OF DES PLAINES

Signature: _____

Printed name: Michael G. Bartholomew

Title: City Manager

#12787998_v1

ATTACHMENT A

Schedule of Prices

Base Bid

Item	Total Cost
Mobilization & De-Mobilization and General Provisions- (All Equipment to and from site, contractor's profit/overhead, etc.)	\$36,900.00
Performance & Labor/Materials Bond/Business License/etc.	\$3,600.00
Replace 15 brick courses directly above the 6 th floor along entire perimeter of building; maintain a 1" cavity between new brick course and CMU; install weep holes with wicks every 16 inches on center horizontally along first brick course in line with window lintels	\$173,500.00
Apply Masonry Sealer; MasterProtect® H 1000 or approved equal to work area	\$6,000.00
Total Cost for removal of copings, flashing installation, and reinstallation of copings; removal of copings and installing flashing at the top of the parapet and re-installing salvaged stone if required per field verification inspection by City's architect	\$32,000.00
BASE BID EXTENDED TOTAL COST	\$252,000.00

PROJECT TIME:

If awarded this Contract, we will substantially complete all work as described in the Base Bid Programs in the Spring/Summer season of 2021:

Base Bid Work:

Start Date: April 5, 2021 (Weather permitting)

Completion Date: July 30th, 2021

Total Number of Work Days Required 17 weeks

Alternate Unit Prices

For additional work found to become necessary during the course of the work, as identified in the Specifications

Item	Unit	Cost
Tuckpointing Mortar Joints	Per Sq. Ft.	\$18.00
Brick Replacement	Ea.	\$95.00
Mason	per man hour	\$145.00
Laborer	per man hour	\$135.00

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE JLJ Contracting, Inc.

2748 S. 21st Avenue Broadview, IL 60155

as Principal, hereinafter called the Principal, and Washington International Insurance Company

1200 Main Street, Suite 800, Kansas City, MO 64105

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Des Plaines

1420 Miner Street Des Plaines, IL 60016

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Des Plaines City Hall Waterproofing Masonry Repairs

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of March, 2021

Donald Berth

(Witness)

JLJ Contracting, Inc.

(Principal)

(Seal)

By:

John ORBAN PRESIDENT

(Title)

Washington International Insurance Company

(Surety)

(Seal)

By:

Carl Dohn, Jr.
Attorney-in-Fact


(Title)



STATE OF Illinois
COUNTY OF Cook

I, Laura Dohn Notary Public of Cook County,
in the State of Illinois, do hereby certify that Carl Dohn, Jr.
Attorney-in-Fact, of the Washington International Insurance Company
who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Washington International Insurance Company
for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Palatine
in said County, this 11th day of March A.D., 2021



Notary Public Laura Dohn

My Commission expires: September 21, 2024



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Carl Dohn, Jr.

Principal: JLJ Contracting, Inc.

Bond Number: Bid Bond

Obligee: City of Des Plaines

Bond Amount: See Bond Form

Bond Description: Des Plaines City Hall Waterproofing Masonry Repairs

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of March, 2021.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



DISTRICT COUNCIL TRAINING CENTER

INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS

2140 Corporate Drive, Addison, IL 60101 Phone: 630-953-0835 Fax: 630-953-2106
Website: www.bac2school.org



March 11, 2021

To Whom It May Concern:

JLJ CONTRACTING INC.
2748 s. 21ST Ave.
BROADVIEW, IL 60155-4629

Is a signatory contractor to the bargaining agreement and participates in the Illinois District Council No.1 Apprenticeship and Training Program through the District Council Training Center. This program is officially registered with the U.S. Department of Labor and includes the trades of Bricklayer, Marble Finisher, Plaster, Stonemason, Pointer-Cleaner-Caulker, Terrazzo Finisher, Terrazzo Worker, Tile Setter, and Tile Finisher. The registration number is IL 015030003.

If you have any questions, please do not hesitate to call our office.

Thank you,

John A. Flynn
Administrator



HEADQUARTERS
660 N. INDUSTRIAL DRIVE
ELMHURST, ILLINOIS 60126

PHONE: 630•941•2300
FAX: 630•941•2301

International Union
Bricklayers AND Allied Craftworkers

ADMINISTRATIVE DISTRICT COUNCIL 1 OF ILLINOIS



PRESIDENT
JAMES ALLEN

SECRETARY - TREASURER
MIKE VOLPENTESTA

March 11, 2021

bfrancis@iljcontracting.com

JLJ Contracting, Inc.
2748 S. 21st Avenue
Broadview, Il. 60155-4629

RE: Bricklayers Agreement

To Whom It May Concern:

JLJ Contracting, Inc. located in **Broadview, Il.**, is a signatory contractor in good standing with the Bricklayers Local 21 of the Administrative District Council No. 1 Illinois of the BAC. **JLJ Contracting Inc.**, has been a contractor with the Bricklayers Local 21 since **February 2004**. As of **(March 2021)**, they are current in filing reports & payment of all funds for hours for their employees who are members of this Union.

Local 21 is not aware of any claims against **JLJ Contracting Inc.** for any wages and/or benefit funds on behalf of Local 21 members in their employ.

Please contact Christine Connolly via e-mail (cconnolly@bacadc1.org) or phone (630) 941-2300 if there are any questions or concerns on this matter.

Yours Truly,

James Allen
President

JA/cmc



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: March 24, 2021

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

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

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

Subject: Trotter Task Order #11 – Water System Transmission Main Improvements - Design

Issue: The 2021 Budget includes funding for Water System Transmission Main Improvements.

Analysis: The City recently renegotiated the water allotment with the Northwest Water Commission, increasing the daily amount from an average of 5 million gallons per day to 5.8 million gallons per day. In order to efficiently distribute the additional water through the City's water system, transmission main improvements are necessary. These improvements include the installation of additional gate valves, pressure reducing/sustaining valves and pressure monitoring systems.

The City has a Master Consultant Agreement with Trotter and Associates and has been actively working with Trotter on water system modeling and pumping station improvements. Trotter has provided Task Order #11 in the amount of \$161,000 for the design of these improvements.

Recommendation: We recommend the City Council approve Task Order #11 to Trotter and Associates, Inc, 40W201 Wasco Rd., Suite D, Saint Charles, IL 60175, in the amount of \$161,000.

Attachments:

Resolution R-65-21

Exhibit A – Task Order No. 11

CITY OF DES PLAINES

RESOLUTION R - 65 - 21

**A RESOLUTION APPROVING TASK ORDER NO. 11
UNDER A MASTER CONTRACT WITH TROTTER &
ASSOCIATES, INC., FOR PROFESSIONAL
ENGINEERING SERVICES.**

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

WHEREAS, on January 21, 2019, the City Council approved Resolution R-16-20, which authorized the City to enter into a master contract ("**Master Contract**") with Trotter & Associates, Inc. ("**Consultant**") for the performance of engineering services for the City as such services are needed over time; and

WHEREAS, the City's average daily water allotment from the Northwest Water Commission is increasing from five million gallons to 5.8 million gallons; and

WHEREAS, in order efficiently distribute the additional water through the City's water system, transmission main improvements, including, without limitation, the installation of additional valves, pressure reducing/sustaining valves and pressure monitoring systems ("**Maple Street Pump Station Improvements**"); and

WHEREAS, the City desires to procure professional engineering services for Maple Street Pump Station Improvements ("**Engineering Services**"); and

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

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

WHEREAS, Consultant submitted a proposal in the not-to-exceed amount of \$161,000 to perform the Engineering Services; and

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

WHEREAS, the City desires to enter into Task Order No. 11 under the Master Contract for the procurement of the Engineering Services from Consultant in the not-to-exceed amount of \$161,000 ("**Task Order No. 11**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 11 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: WAIVER OF COMPETITIVE BIDDING. The requirement that competitive bids be solicited for the procurement of the Engineering Services is hereby waived.

SECTION 3: APPROVAL OF TASK ORDER NO. 11. The City Council hereby approves Task Order No. 11 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 4: AUTHORIZATION TO EXECUTE TASK ORDER NO. 11. 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. 11.

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

TASK ORDER 11

In accordance with Section 1.2 of the Master Contract dated January 21, 2020 between the City of Des Plaines (the “*City*”) and Trotter and Associates, Inc. (the “*Consultant*”), the Parties agree to the following Task Number 11:

1. **Contracted Services:**

- a. Preliminary Design of Improvements required to separate the City’s water system into two pressure zones.
 - i. Utilize the water model developed by Trotter and Associates to identify locations on the low pressure side (East) that could benefit from pressure reducing valve ties to high pressure side. (est. \$5,000.00)
 - ii. Perform detailed investigation in order to define proposed locations for new pressure reducing valves to be installed in existing watermains and define required limits of topographic and utility surveys. (est. \$5,000.00)
 - iii. Perform detailed investigation in order to define proposed locations for new insertion valves to be installed in existing watermains and define required limits of topographic and utility surveys. (est. \$10,000.00)
 - iv. Perform detailed investigations in order to define proposed locations for new watermain ties, including hot tapping valves to be installed in existing watermains to improve looping and fire flows as indicated by the water model and define required limits of topographic and utility surveys. (est. \$5,000.00)
- b. Develop preliminary location plans to define survey limits and specifications for the required work, to be bid as unit price work. (est. \$25,000.00)
- c. Work with the City to select additional pressure monitoring points as desired to monitor pressures withing the proposed pressure zones. (est. \$4,000.00)
- d. Work with the City’s Integrator, Wunderlich-Malec, to develop preliminary SCADA modifications reflective of the new split system operation and control. (est. \$5,000.00)
- e. Site surveys – 15 locations: (est. \$27,000.00)
- f. Final Plans to be developed using site survey information obtained. Assist the City in acquiring construction permit from the Illinois EPA. (est. \$75,000.00)
- g. Bidding and Construction Phase Services to be performed under a separate Task Order, fee to be determined.

2. **Project Schedule:** Estimate 12 weeks to complete once authorized to proceed.

3. **Project Specific Pricing** (if applicable):
Preliminary design services: Time and Material not to exceed \$161,000.00.

5. **Additional Changes to the Master Contract** (if applicable):
Outside services, if any, will be passed through to the City without markup.

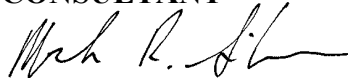
ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.

[signature page follows]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering



Signature

Mark R Sikora, P.E.

_____, 20____
Date

March 15, 2021

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

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

MEMORANDUM

Date: March 24, 2021
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*
Subject: Union Pacific Railroad - Pipeline Crossing Agreement - Touhy Avenue

Issue: In connection with the Touhy Avenue Reconstruction Project, a new replacement water main will be installed within the Union Pacific Railroad (UPRR) Milwaukee Subdivision right-of-way, requiring a Pipeline Crossing Agreement.

Analysis: The Touhy Avenue Reconstruction Project (Elmhurst Road to Mount Prospect Road) is a component of the Illinois State Toll Highway Authority (ISTHA) Elgin - O'Hare Western Access Project. While Touhy Avenue is an Illinois Department of Transportation (IDOT) route, the reconstruction project is being advanced by the Cook County Department of Transportation and Highways (CCDOH) in cooperation with ISTHA and IDOT. The project spans the jurisdictions of Des Plaines, Elk Grove, Chicago and unincorporated Cook County.

A new 12" diameter water main will be installed in a new 24" diameter casing pipe beneath the UPRR railroad tracks crossing Touhy Avenue approximately 4,100' east of Elmhurst Road. A Pipeline Crossing Agreement is required for the construction and maintenance of the encased pipeline crossing within the UPRR right-of-way.

The City has executed similar agreements for other City-owned utilities that cross railroad rights-of-way.

Recommendation: We recommend approval of the Pipeline Crossing Agreement with the Union Pacific Railroad, 1400 Douglas Street, Omaha, NE 68179. There is no cost to the City in connection with the agreement.

Attachments

Resolution R-66-21

Exhibit A - UP Pipeline Crossing Agreement

CITY OF DES PLAINES

RESOLUTION R - 66 - 21

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PIPELINE CROSSING AGREEMENT BETWEEN THE
UNION PACIFIC RAILROAD COMPANY AND THE CITY
OF DES PLAINES.**

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 Illinois State Toll Highway Authority ("*ISTHA*") is in the process of constructing the Elgin-O'Hare Western Access Project ("*EOWA Project*"); and

WHEREAS, a part of the EOWA Project includes the construction of two bridges to carry Touhy Avenue over the future EOWA highway, Higgins Creek, and the Union Pacific Milwaukee freight rail line ("*Touhy Avenue Grade Separation Project*"); and

WHEREAS, in connection with the Touhy Avenue Grade Separation Project, a section of the water main beneath the Union Pacific Railroad Company ("*UPRR*") tracks at Touhy Avenue, at Mile Post 8.58, Milwaukee Subdivision, is required to be replaced; and

WHEREAS, the UPRR requires the City to enter into a Pipeline Crossing Agreement ("*Agreement*") to obtain a license and permission to perform the construction and operation of the water main; and

WHEREAS, the City staff recommends that the City enter into the Agreement with the UPRR; and

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

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 Mayor and the City Clerk to execute and seal, on behalf of the City, the final Agreement.

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

Resolution Approving Union Pacific Pipeline Crossing Agreement Touhy Ave Grade Separation Project

PIPELINE CROSSING AGREEMENT

Mile Post: 8.58, Milwaukee Subdivision
Location: Des Plaines, Cook County, Illinois

THIS AGREEMENT (“Agreement”) is made and entered into as of February 12, 2021, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF DES PLAINES**, to be addressed at 1420 Minor Street, Des Plaines, Illinois 60016 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground twelve inch (12”) ductile iron pipe water pipeline encased in a twenty four inch (24”) steel casing pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor’s real property, trackage, or other facilities located in Des Plaines, Cook County, State of Illinois ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated May 13, 2020, attached hereto as **Exhibit A-2** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground twelve inch (12”) ductile iron pipe water pipeline encased in a twenty four inch (24”) steel casing pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A-2**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE’S FACILITIES" Section of **Exhibit B**.

Article 3. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 4. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 5. IF WORK IS PERFORMED BY CONTRACTOR.

If a contractor is hired by Licensee to perform any work on Licensee's Facilities, then Licensee shall require its contractor(s) to execute Licensor's then-current form of Contractor's Right of Entry Agreement ("CROE"). Licensee acknowledges that: (i) the CROE attached hereto as **Exhibit D** and made a part hereof is the most current form available as of the Effective Date; and (ii) the terms and conditions of the CROE are subject to change by Licensor, such changes to be made at Licensor's sole discretion. Licensee shall require its contractors to execute the CROE before any contractors are allowed onto Railroad Property pursuant Licensee's notification requirements set forth in the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of **Exhibit B**.

Article 6. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 7. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 8. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 9. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 10. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03214-39)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF DES PLAINES
ATTN: Michael G. Bartholomew, City Manager
1420 Minor Street
Des Plaines, Illinois 60016

Article 11. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF DES PLAINES

By: _____

By: _____

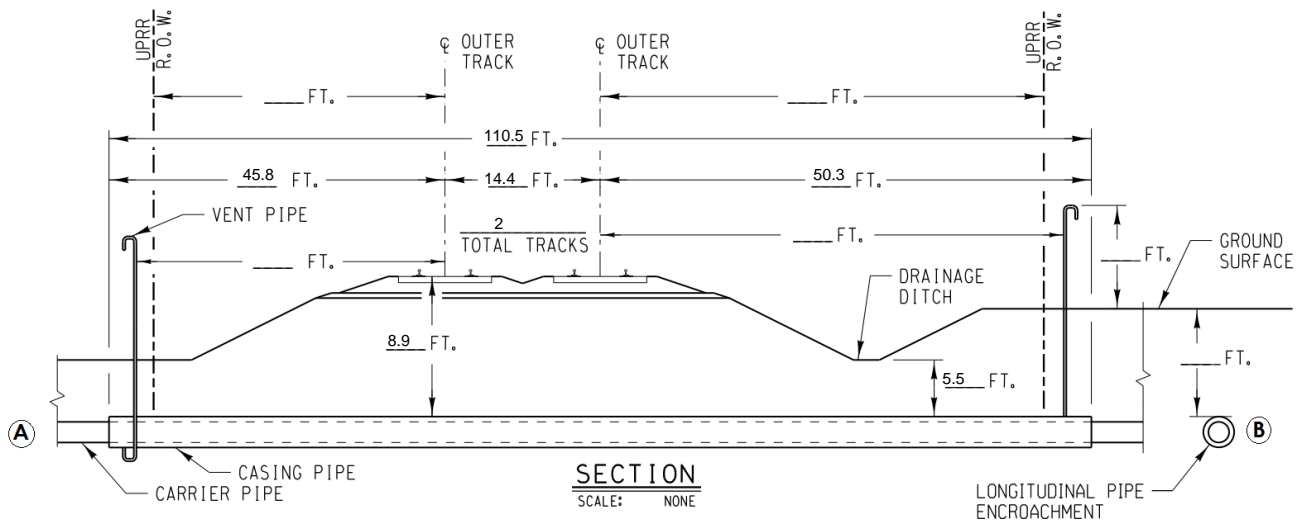
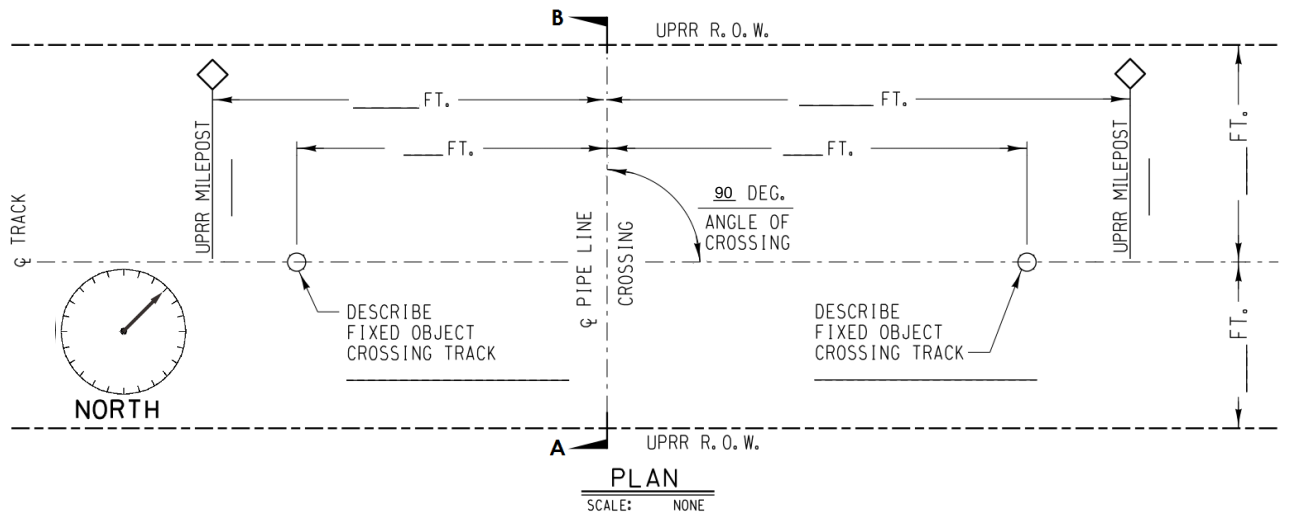
Greg Brigham
Director - Real Estate

Name Printed: _____

Title: _____

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



NOTES:

- 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
- 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL DUCTILE IRON PIPE. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED WATER.
OPERATIONAL PRESSURE 62 PSI. MAOP 62 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 0.5. DIAMETER 12 IN.
CATHODIC/COATING PROTECTION YES
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 110.5 FT.
WALL THICKNESS 0.5 IN. DIAMETER 24 IN.
CATHODIC/COATING PROTECTION YES
CASING PIPE IS OPEN AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
57.4 AND 53.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION:

TRACK TYPE: MAINLINE TRACK

M.P.:

LAT.: 42.00602

E.S.M.:

LONG.: -87.92816

NEAREST CITY:

COUNTY:

STATE:

DES PLAINES

COOK

IL

APPLICANT: CITY OF DES PLAINES

FILE NO.:

0321439

DATE:

05/13/2020

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's

approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by

assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensors to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensors a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensors if flagging services are needed again after such five day cessation notice has been given to Licensors.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensors's then current safety standards located at the below web address ("Licensors's Safety Standards") to ensure uniformity with the safety standards followed by Licensors's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensors if it determines that any of Licensors's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensors's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensors, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensors's operations and work performed by Licensors's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensors shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensors's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensors shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensors's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensors provides such support, Licensors shall invoice Licensee, and Licensee shall pay Licensors as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensors's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensors's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensors and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensors in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensors' property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensors from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensors, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured,

this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: March 24, 2021

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

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

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

Subject: GIS Member Community Agreement to Share Data with the MWRD

Issue: The Geographic Information System (GIS) Consortium and the Metropolitan Water Reclamation District (MWRD) have executed an Agreement for Access to Geographic Information Systems Data (Access Agreement). The purpose of the Access Agreement is to list which data sets are being shared between the participating members of the GIS Consortium.

Analysis: The City has been a participating member of the GIS Consortium since 2002. The City is one of 30 members in the GIS Consortium that was organized to limit the cost of developing GIS assets for each community by participating in group training, joint purchasing, development and innovation sharing. To participate in, and benefit from the Access Agreement, the participating member communities are required to execute an agreement and consent to the terms of the Access Agreement. The general purpose of this agreement is to access and share GIS data regarding the parties' respective underground facilities for the use and benefit of all parties.

Recommendation: We recommend that the City execute the Member Community Agreement to access and share GIS data with the GIS Consortium and the MWRD.

Attachments:

Attachment 1 – Letter of Understanding
Resolution R-67-21
Exhibit A – Member Community Agreement



December 22, 2020

As of November 17, 2020 the GIS Consortium and the Metropolitan Water Reclamation District (MWRD) have executed the Agreement for Access to Geographic Information Systems Data. The purpose of this document is to list which data sets are being shared between the participating members of the GIS Consortium.

The data that the two parties agree to share are outlined in this document.

The GIS Consortium will share data for members who opt into the agreement:

These are the assets that the GIS Consortium members are willing to share. However, individual members may choose to exclude assets based on their municipalities internal policy.

- Sanitary Sewer
- Water assets
 - Hydrants
 - Mains
- Storm Sewer
- Client purchased historical aerials (pending client approval)

The Metropolitan Water Reclamation District (MWRD) agrees to share this data:

- Sanitary Sewer
- TARP Data
- Stormwater
- MWRD Boundary
- Combined Sewer Boundary

These are the data sets that will be shared until such time that we update the Letter of Understanding to expand on what is being shared.

CITY OF DES PLAINES

RESOLUTION R - 67 - 21

**A RESOLUTION APPROVING AN AGREEMENT WITH
THE METROPOLITAN WATER RECLAMATION
DISTRICT.**

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 ("*GIS Consortium*"); and

WHEREAS, the GIS Consortium and the Metropolitan Water Reclamation District ("*MWRD*") have executed an Agreement for Access to Geographic Information Systems Data ("*Access Agreement*") to list which data sets are being shared between the participating members of the GIS Consortium; and

WHEREAS, the participating member communities are required to execute a Member Community Agreement and Consent to License of GIS Data ("*Agreement*") to consent to the terms of the Access Agreement and share GIS data regarding underground facilities for the use and benefit of all parties; and

WHEREAS, the City staff recommends that the City enter into the Agreement with the MWRD; and

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

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 Mayor and the City Clerk to execute and seal, on behalf of the City, the final Agreement.

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement with MWRD

AGREEMENT FOR ACCESS TO GEOGRAPHIC INFORMATION SYSTEMS DATA

This **AGREEMENT** is entered into as of the ^{17th day of} November, 2020, by and between the **GEOGRAPHIC INFORMATION SYSTEMS CONSORTIUM ("Consortium")** and the **METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO ("District")**, a unit of local government and body corporate and politic organized and existing under the laws of the State of Illinois.

WITNESSETH:

WHEREAS, in November 2004, the Illinois General Assembly passed Public Act 093-1049, as amended by Public Act 098-0652, which declares that stormwater management in Cook County is under the general supervision of the District;

WHEREAS, on June 18, 2020, The District's Board of Commissioners granted authority to enter into an Agreement with the Consortium; and

WHEREAS, the Consortium is an organization created pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act to reduce costs and risk associated with achieving the full benefits of Geographical Information Systems ("**GIS**" or "**Systems**") through the sharing of ideas, innovations, experiences, and costs among its Member Communities;

WHEREAS, the District and the Consortium's Member Communities have developed geospatial data for the jurisdictions they serve and the facilities they maintain, which is the basis for their respective Systems;

WHEREAS, the District has compiled GIS Data for its underground facilities including and intercepting sewers, force mains, connecting structures, outfalls, TARP structures and appurtenances;

WHEREAS, the Consortium has compiled GIS Data from its Member Communities for their underground facilities, including sewers, force mains, outfalls, water mains and other infrastructure;

WHEREAS, portions of the GIS Data, and the related data dictionaries, are proprietary materials of the District and the Consortium, respectively;

WHEREAS, the Consortium and the District have expressed interest in accessing each other's underground facility GIS Data to increase coordination of operation between the District and the Member Communities and improvement of the Parties' Systems;

WHEREAS, the District, in the spirit of cooperation, desires to make the GIS Data available, efficiently and without charge, to the Consortium for use by its Member Communities in performing their official functions and to access the Consortium's GIS Data, efficiently and without charge through the mutual establishment of GIS Data Query Services in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants and the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

{00116305.4}

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SECTION 1: INCORPORATION OF RECITALS.

The foregoing recitals are incorporated into and made a part of this Agreement as is fully set forth herein.

SECTION 2: DEFINITIONS.

For the purposes of this Agreement, the following terms shall have the meanings set forth in this Section 2:

"Query Services": Secured ESRI REST map services to be published by each Party allowing for the visualization, querying, and filtering of the Party's GIS Data by the other Party.

"GIS Data": Those geospatial datasets and related data dictionaries which may be shared between the Parties based on the mutual agreement of the Parties.

"Member Communities": Those municipalities that are members of the Consortium and have indicated their authorization to share GIS Data for their jurisdictions by executing an Agreement and Consent to License pursuant to Section 3 of this Agreement.

"Official Purposes": Any purpose arising from, directly related to, or in pursuit of the Parties' public business. "Official Purposes" does not include dissemination to third-parties for commercial, advertising, or other purely private purposes.

"Service Provider": Any third-party consultant or vendor that the Consortium or District has entered in an agreement with to operate and maintain their respective GIS systems.

SECTION 3: PARTICIPATION OF CONSORTIUM MEMBER COMMUNITIES.

The benefits, rights, and obligations set forth in this Agreement will only inure and apply to Member Communities of the Consortium that have executed and delivered to the Consortium an Agreement and Consent to License in the form attached to this Agreement as **Exhibit A**. Any benefit, right, or obligation attributed to the Consortium herein shall only inure and apply to those Member Communities that have elected to participate in this Agreement.

SECTION 4: STATEMENT OF OFFICIAL PURPOSES.

The Consortium and the District agree that the mutual licenses for GIS Data granted by this Agreement are conditioned upon and provided as set forth in this Agreement solely for the Parties' use in performing their Official Purposes. Any other use of the GIS Data, without express written consent is strictly prohibited.

SECTION 5: MUTUAL GRANT OF LICENSE.

A. Subject to the terms and conditions set forth in this Agreement, the Parties hereby grant to each other, and each Party accepts from the other, a non-exclusive, nontransferable, revocable license to use the GIS Data solely and exclusively for official purposes, pursuant to and in accordance with the terms and provisions of this Agreement ("**License**").

B. Except as set forth in this Agreement the Parties shall have no legal, beneficial, or equitable interest in the GIS Data of the other Party, whether in its native state or in an altered or derivative form, including but not limited to title or copyright to the GIS Data. The Parties acknowledge that the title, copyright and all other rights to the GIS Data remain with the original developer of the data, whether it be the Consortium or the District. The Parties reserve the right to withdraw from the GIS Data any item or part of an item for which it no longer retains ownership rights or which it has reasonable grounds to believe infringes copyright or is unlawful or otherwise objectionable. Nothing in this Agreement shall be interpreted to prevent the Parties from granting other persons and entities access to or the right to use their own GIS Data.

C. The Parties agree that they may only access the GIS Data of the other Parties through the Query Services and they will make all reasonable efforts to maintain other Parties' access the Query Services during the term of this Agreement.

D. The Parties will, by mutual written agreement, establish the geospatial datasets and related data dictionaries that will constitute the GIS Data subject to this License. The Parties may, from time to time, add, subtract, or otherwise alter the datasets and dictionaries that constitute the GIS Data by mutual written agreement, a fully executed copy of which will be provided to all Parties and participating Member Communities.

SECTION 6: TERM, EXTENSION, AND TERMINATION.

A. Term. This term of this Agreement is for ten years, effective from the date of execution. It may be extended for no more than two additional ten-year periods. At least 30 days prior to the expiration of any term, either party must notify the other in writing of its intent not to renew the Agreement. The Parties may terminate this Agreement by mutual consent at any time.

B. Termination Event. Without prejudice to any other rights and remedies available pursuant to this Agreement, the mutual Licenses granted by this Agreement shall automatically expire upon the occurrence of any of the following:

1. Failure to Comply. A Party's violation of any provision of this Agreement, including but not limited to the use of the GIS Data or the Query Services for any use other than Official Purposes.
2. Use of GIS Data for Unlawful Purposes. Upon the use of the GIS Data or the Query Services by a Party for any unlawful purpose.
3. Withdrawal of a Member Community. In the event that a Member Community terminates its participation in this Agreement by providing notice to the Consortium, the Parties will cooperate and coordinate to remove the GIS Data and generated by the withdrawing Member Community from their respective Systems. A Member Community's access to the Query Services will be terminated immediately upon withdrawal by that Member Community.

In the event of termination, each Party shall destroy all copies of the other Party's GIS Data in their possession.

SECTION 7: DISCLAIMER OF WARRANTIES.

The GIS Data and the Query Services are provided "as is" without any warranty or representation whatsoever, including any representation as to accuracy, timeliness, completeness, infringement of rights of privacy, copyright or trademark rights or disclosure of confidential information. All burdens, including any burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the Party using the GIS Data and the Query Services. The Parties make no warranties, express or implied, as to the use of the GIS Data or the Query Services. There are no implied warranties of merchantability or fitness for a particular purpose. There is no warranty to update any of the information provided hereunder. THE PARTIES EACH EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) RELATING TO THE GIS DATA, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Parties acknowledge and accept the limitations of the GIS Data, including the fact that GIS Data is dynamic and is in a constant state of maintenance, correction and update.

SECTION 8: LIMITATION OF LIABILITY.

THE PARTIES EXPRESSLY AGREE THAT NO MEMBER, OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF ANY PARTIES, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, SHALL BE LIABLE, WHETHER INDIVIDUALLY OR PERSONALLY OR OTHERWISE, TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, FOR ANY LOSS OR CLAIM, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL OR IN THE EVENT OF ANY DEFAULT OR BREACH BY THE DISTRICT UNDER THIS AGREEMENT OR ANY INACCURACY OF THE GIS DATA, IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OR INABILITY TO USE THE GIS DATA OR THE QUERY SERVICES.

SECTION 9: INDEMNIFICATION.

Each Party shall indemnify, hold harmless, and defend the other Party against any claims, suits, or damages arising from the indemnifying Party's conduct or the indemnifying Party's breach of any obligation under this Agreement.

SECTION 10: APPLICABLE LAW.

This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Illinois, excluding any such laws that might direct the application of the laws of another jurisdiction. Venue shall be in a court of competent jurisdiction located within the County of Cook, Illinois. The Parties acknowledge the existence of state and other applicable law defining the duties and responsibilities of each party. No part of this Agreement has the effect of or is intended to impact any applicable legal duty of either party under existing law. Both parties remain responsible under applicable law for performing all stated duties and responsibilities.

SECTION 11: CONFIDENTIALITY.

The Consortium acknowledges and agrees that information regarding this Agreement, and portions of the GIS Data and other information disclosed by the District hereunder, is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by the Consortium in any way, whether during the term of this Agreement or any time thereafter, except solely in accordance with the official purposes set forth above. All GIS Data shall be treated in confidential manner, except as otherwise expressly stated in a written document.

SECTION 12: ENFORCEMENT.

The Parties may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement. The Parties agrees that it will not seek, and does not have the right to seek, recovery of a judgment for monetary damages against each other or any Party elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement, and that each Party's only rights under this Agreement are to access and use the GIS Data and the Query Services for the Official Purposes.

SECTION 13: MISCELLANEOUS.

(a) This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, in relation to the matters dealt with herein. There are no representations, warranties, collateral agreements or conditions to this Agreement, except as expressly stated in this Agreement.

(b) The section headings are for reference and information purposes only, and shall not affect in any way the meaning or interpretation of this Agreement. References to singular shall include the plural and to plural shall include the singular. References to a person shall include a corporate or government body. Words such as "including" and similar expressions shall not be read as words of limitation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the Metropolitan Water Reclamation District of Greater Chicago and GIS Consortium, the parties hereto, have each caused this Agreement to be executed as of the date first above written by their duly authorized officers, duly attested and their seals hereto affixed this IGA, which shall become effective upon the date it is signed by both parties.

MWRDCG SIGNATORY PAGE

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

DocuSigned by:

Catherine A. O'Connor

B3D559FFB04C4EE

Name: Catherine A. O'Connor
Director of Engineering

DocuSigned by:

Brian Perkovich

814773C08867424...

Name: Brian Perkovich
Executive Director

DocuSigned by:

Frank Avila

07B48007D0BD43D...

Name: Frank Avila
Chairman of the Committee on Finance

Attest:

DocuSigned by:

Jacqueline Torres

D2E2C8C8E55E4D3

Name: Jacqueline Torres
Clerk/Director of Finance

(SEAL)

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

Bonnie Kennedy

4381569A9D3741F

Name:
Head Assistant Attorney

DocuSigned by:

Susan Morakalis

60AB3D28A7F44AC...

Name:
General Counsel

GIS CONSORTIUM SIGNATURE PAGE

GEOGRAPHIC INFORMATION SYSTEMS CONSORTIUM

DocuSigned by:
By: Brett Robinson
D6683C67ADC5430
Its: President

EXHIBIT A
MEMBER COMMUNITY AGREEMENT AND CONSENT TO LICENSE OF GIS DATA

To: GIS Consortium (“*Consortium*”)
Metropolitan Water Reclamation District of Greater Chicago (“*District*”)

WHEREAS, _____, an Illinois unit of local government, (“***Member Community***”) is a member of the GIS Consortium, an organization created pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act to reduce costs and risk associated with achieving the full benefits of Geographical Information Systems (“***GIS***” or “***Systems***”) through the sharing of ideas, innovations, experiences, and costs among its Member Communities; and

WHEREAS, the Consortium and the District have entered into that “Agreement for Access to Geographic Information Systems Data” (“***Access Agreement***”) to allow the District and the Consortium’s Member Communities to access and share GIS Data regarding the parties’ respective underground facilities; and

WHEREAS, to participate in, and benefit from the Access Agreement, Member Communities are required to execute an agreement and consent to the terms of the Access Agreement; and

WHEREAS, the Member Community desires to evidence to the Consortium and the District its agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Access Agreement;

NOW THEREFORE, the Member Community does hereby agree and covenant as follows:

1. The Member Community shall, and does hereby unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of the Access Agreement in the same manner and to the same extent as the Consortium.
2. The Member Community hereby waives and releases the Consortium from any claims or damages that the Member Community may incur as a result of its participation in the Access Agreement and shall indemnify and hold harmless, indemnify, and defend the Consortium from any third-party claims arising from its participation in the Access Agreement.

IN WITNESS WHEREOF, the parties have hereunto have agreed as set forth herein.

[MEMBER COMMUNITY], an Illinois unit of
local government

ATTEST:

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: March 24, 2021

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

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

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

Subject: IEMA Intergovernmental Grant Agreement (EMC-2018-PC-0005)

Issue: The Illinois Emergency Management Agency (IEMA) is extending the period of performance for the EMC-2018-PC-0005 grant. As a result, a revised and updated grant agreement for this project is required.

Analysis: IEMA administers the EMC-2018-PC-0005 grant and is extending the Period of Performance to March 22, 2022. This will allow the agency to disperse funds to the City in order to acquire and demolish the remaining ten homes in the grant.

Recommendation: We recommend approval of the Intergovernmental Grant Agreement between the State of Illinois, Illinois Emergency Management Agency and the City of Des Plaines.

Attachments:

Resolution R-68-21

Exhibit A – Intergovernmental Agreement

CITY OF DES PLAINES

RESOLUTION R - 68 - 21

**A RESOLUTION APPROVING AN AMENDMENT TO THE
GRANT AGREEMENT WITH THE ILLINOIS
EMERGENCY MANAGEMENT AGENCY.**

WHEREAS, the Federal Emergency Management Agency ("**FEMA**") provides Hazard Mitigation Assistance ("**HMA**") grant funding through the Illinois Emergency Management Agency ("**IEMA**"); and

WHEREAS, IEMA has awarded a HMA grant to the City ("**Grant**") for the acquisition and demolition of thirteen structures located within the flood plain that have been repeatedly damaged by flooding ("**Project**") as outlined under the grant agreement between the City and IEMA ("**Grant Agreement**"), which Grant Agreement was approved by City Council Resolution R-58-20; and

WHEREAS, the City and IEMA desire to amend the Grant Agreement ("**Amendment**") in order to provide additional time for the demolition of the ten remaining structures, the City and IEMA desire to extend the time to complete the Project to March 22, 2022; and

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

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 AMENDMENT TO GRANT AGREEMENT. The City Council hereby approves the Amendment to the Grant 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 AMENDMENT TO GRANT AGREEMENT. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the final Amendment to the Grant Agreement.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this __ day of _____, 2021.

APPROVED this __ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



ILLINOIS EMERGENCY MANAGEMENT AGENCY

OFFICE OF THE DIRECTOR

JB Pritzker
Governor

Alicia Tate-Nadeau
Director

ILLINOIS EMERGENCY MANAGEMENT AGENCY
STATE-LOCAL HAZARD MITIGATION GRANT PROGRAM
SUBRECIPIENT AGREEMENT AMENDMENT (FEMA PDM 2017 Agreement EMC-2018-PC 0005)
Fiscal Years 2017 – 2022 (08/14/2017 – 3/22/2022)
Obligation PDMI8DESP2

This Grant Agreement Amendment between the Illinois Emergency Management Agency (Recipient) and the City of Des Plaines (Subrecipient), Federal Taxpayer Identification Number 36-6005849, shall extend its terms to March 22, 2022, for FEMA Pre Disaster Mitigation Agreement EMC-2018-PC-0005. All other provisions contained within the original Grant Agreement and any subsequent Amendments remain in effect. This time extension is effective upon the signatures of all parties.

Obligations of the State may cease immediately without penalty of further payment being required if, in any fiscal year, (i) sufficient funds for the Agreement have not been appropriated or otherwise made available to the Recipient by the State or the Federal funding source, (ii) the Governor or Recipient reserves funds, or (iii) the Governor or Recipient determines that funds will not or may not be available for payment.

Signature of Subrecipient's Authorized Representative:

_____ Date Signed: _____

Name Typed: Mr. Matthew Bogusz Title: Mayor

Subrecipient Jurisdiction: City of Des Plaines

Mailing Address for Disbursements: 1420 Miner Street
Des Plaines, IL 60016-6771

Signature(s) of the Recipient (Illinois Emergency Management Agency):

_____ Date Signed: _____

Alicia Tate-Nadeau, Director

By: _____



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: March 24, 2021

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

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

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

Subject: FEMA/IEMA Intergovernmental Grant Agreement - Des Plaines Fire Station 61 Floodwall

Issue: On September 3, 2019, the City Council adopted Resolution R-150-19 approving a grant agreement with the Illinois Emergency Management Agency for partially funding the construction of a floodwall at Fire Station 61.

Analysis: Staff has continued to review the feasibility of constructing a floodwall around Fire Station 61. However, due to the proposed wall height of approximately 6 feet, coupled with accessibility, setback and aesthetic issues, staff recommends the City rescind the grant agreement for this project. No funds have been expended and the rescission could possibly release funds for other City grants with IEMA. In addition, we have submitted a grant application to FEMA-BRIC (Building Resilient Infrastructure and Communities) to relocate this station outside of the floodplain. We expect to hear the results of this application in the fall of 2021.

Recommendation: We recommend adopting Resolution R-69-21, a resolution rescinding Resolution R-150-19, the Intergovernmental Grant Agreement with IEMA for the improvements associated with the construction of the floodwall in the not to exceed amount of \$1,969,655.00 of which \$1,477,240.80 was reimbursable by FEMA.

Attachments:
Resolution R-69-21

CITY OF DES PLAINES

RESOLUTION R - 69 - 21

**A RESOLUTION RESCINDING RESOLUTION NO. R-150-19
WHICH APPROVED AN INTERGOVERNMENTAL GRANT
AGREEMENT WITH THE ILLINOIS EMERGENCY
MANAGEMENT AGENCY REGARDING THE FIRE
STATION 61 FLOOD WALL.**

WHEREAS, on September 3, 2019, the City Council adopted Resolution R-150-19, which approved an Intergovernmental Grant Agreement ("**Grant**") with the Illinois Emergency Management Agency ("**IEMA**") pursuant to which the City would receive a grant from the Federal Emergency Management Agency ("**FEMA**") for the construction of a floodwall at Fire Station 61 ("**Project**"); and

WHEREAS, subsequent to the approval of the Grant, City Staff continued to review the feasibility of the Project and now recommends that the City terminate the Grant for the Project; and

WHEREAS, the City Council has determined that it is in the best interest of the City to rescind Resolution R-150-19 and the approval of the Grant; and

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

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

SECTION 2: RESCISSION OF RESOLUTION R-150-19. Resolution R-150-19 is hereby rescinded in its entirety and is of no further force and effect.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this __ day of _____, 2021.

APPROVED this __ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Rescinding R-150-19 IGA Grant Agreement with IEMA for Fire Station Floodwall



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: March 24, 2021

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

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

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

Subject: 2021 Capital Improvement Program - Sign Replacement Program – Bid Award

Issue: Bids for the 2021 CIP - Sign Replacement Program were opened on March 10, 2021.

Analysis: The scope of work includes removal and replacement of signs and posts to meet current Manual on Uniform Traffic Control Devices (MUTCD) Retroreflectivity Standards, installation of new signs and posts to conform to MUTCD standards or City ordinances, and removal of unnecessary signage in neighborhood areas.

The project is part of the City of Des Plaines Traffic Sign Retroreflectivity Management Policy, created in order to comply with the Federal Highway Administration (FHWA) minimum traffic sign retroreflectivity standards. As part of the Policy, the City was divided into 10 districts (each with an approximately equal number of signs), whereby over the course of 10 years, all signs within the City will be replaced or upgraded to meet current standards. This current project covers Districts 2, 3, & 4.

Following are the bid results. The Engineer's Estimate for all three districts was \$491,815.80.

BIDDER'S NAME	BID AMOUNT
Traffic Control & Protection, Inc.	\$384,901.00
Misfits Construction Company	\$611,320.00
Parvin-Clauss Sign Company	\$800,680.02

Recommendation: References supplied by the low bidder, Traffic Control & Protection, are favorable. We recommend award of the 2021 CIP - Sign Replacement Program project to Traffic Control & Protection, Inc., 225 Miles Parkway, Bartlett, IL 60103 in the amount of \$384,901.00. Funding source will be budgeted Capital Projects Funds.

Attachments:

Attachment 1 - Bid Tabulation
Resolution R-70-21
Exhibit A - Contract

County: Cook
Local Agency: Des Plaines
Section: 2021 CIP - SIGN REPLACEMENT PROGRAM - DISTRICTS 2, 3, & 4
Estimate: **\$491,815.80**

Date: 3/10/2021
Time: 10:30 AM

Attended By: Jon Duddles

County: Cook			Date: 3/10/2021								
Local Agency: Des Plaines			Time: 10:30 AM								
Section: 2021 CIP - SIGN REPLACEMENT PROGRAM - DISTRICTS 2,3, & 4											
Estimate: \$491,815.80											
Attended By: Jon Duddles											
Proposal Guarantee:											
Terms:											
Approved Engineer's Estimate											
Item No.	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	REMOVE SIGN PANEL ASSEMBLY	EACH	1125	\$55.00	\$61,875.00	\$14.00	\$15,750.00	\$30.00	\$33,750.00	\$36.27	\$40,803.75
2	INSTALL EXISTING SIGN PANEL	EACH	40	\$30.00	\$1,200.00	\$10.00	\$400.00	\$70.00	\$2,800.00	\$77.00	\$3,080.00
3	TELESCOPING STEEL SIGN SUPPORT	FOOT	12978	\$10.00	\$129,780.00	\$6.00	\$103,824.00	\$11.00	\$142,758.00	\$12.85	\$166,767.30
4	SIGN POST REFLECTOR STRIPS	EACH	271	\$35.55	\$9,634.05	\$36.00	\$9,756.00	\$14.00	\$3,794.00	\$70.80	\$19,186.80
5	SIGN PANEL, TYPE 1	SQ FT	6577	\$17.50	\$115,097.50	\$17.00	\$111,809.00	\$26.00	\$171,002.00	\$38.71	\$254,595.67
6	GIS DATA COLLECTION AND RECORD DRAWINGS	LUMP SUM	1	\$5,000.00	\$5,000.00	\$16,000.00	\$16,000.00	\$36,000.00	\$36,400.00	\$38,400.00	\$38,400.00
7	TRAFFIC CONTROL & PROTECTION	LUMP SUM	1	\$5,000.00	\$5,000.00	\$3,365.00	\$3,365.00	\$22,500.00	\$22,500.00	\$13,860.00	\$13,860.00
ALTERNATE WORK ITEMS - DISTRICT 4											
1	REMOVE SIGN PANEL ASSEMBLY	EACH	600	\$55.00	\$33,000.00	\$14.00	\$8,400.00	\$30.00	\$18,000.00	\$36.27	\$21,762.00
2	INSTALL EXISTING SIGN PANEL	EACH	10	\$35.55	\$355.50	\$10.00	\$100.00	\$70.00	\$700.00	\$77.00	\$770.00
3	TELESCOPING STEEL SIGN SUPPORT	FOOT	5810	\$10.00	\$58,100.00	\$8.00	\$46,480.00	\$11.00	\$63,910.00	\$12.85	\$74,858.50
4	SIGN POST REFLECTOR STRIPS	FOOT	135	\$35.55	\$4,799.25	\$36.00	\$4,860.00	\$14.00	\$1,890.00	\$70.80	\$9,558.00
5	SIGN PANEL, TYPE 1	SQ FT	3316	\$17.50	\$58,030.00	\$17.00	\$56,372.00	\$26.00	\$86,216.00	\$38.75	\$128,495.00
6	GIS DATA COLLECTION AND RECORD DRAWINGS	LUMP SUM	1	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$18,000.00	\$18,000.00	\$21,120.00	\$21,120.00
7	TRAFFIC CONTROL & PROTECTION	LUMP SUM	1	\$5,000.00	\$5,000.00	\$1,785.00	\$1,785.00	\$10,000.00	\$10,000.00	\$7,623.00	\$7,623.00
ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER:											
AUP1	METAL POST TYPE A	FOOT			\$0.00	\$9.00	\$0.00	\$15.00	\$0.00	\$8.97	\$0.00
Total Bid:				As Read:				As Calculated:			
				\$260,904.00				\$412,604.00			
				As Read:				As Calculated:			
Alternate Work Bid:				\$123,997.00				\$198,716.00			
				As Read:				As Calculated:			
				\$123,997.00				\$198,716.00			
Combined Bid:				As Read:				As Calculated:			
				\$384,901.00				\$611,320.00			
				As Read:				As Calculated:			
				\$384,901.00				\$611,320.00			

CITY OF DES PLAINES

RESOLUTION R - 70 - 21

**A RESOLUTION APPROVING AN AGREEMENT WITH
TRAFFIC CONTROL & PROTECTION, INC. FOR THE
2021 CIP SIGN REPLACEMENT PROGRAM.**

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

WHEREAS, the City has appropriated funds in the Capital Improvement Program Capital Projects Fund for use by the Department of Public Works and Engineering during the 2021 fiscal year for the 2021 Sign Replacement Program, which is part of the 2021 Capital Improvement Program ("**Work**"); and

WHEREAS, the Work includes the removal and replacement of signs and posts to meet the current Manual on Uniform Traffic Control Devices Retroreflectivity Standards, the installation of new signs and posts to comply with City ordinances, and the removal of unnecessary, all throughout the City; and

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

WHEREAS, the City received three bids, which were opened on March 10, 2021; and

WHEREAS, Traffic Control & Protection, Inc. ("**Contractor**") submitted the lowest responsible bid in the not-to-exceed amount of \$384,901.00; and

WHEREAS, the City desires to enter into a contract with Contractor for the performance of the Work in the not-to-exceed amount of \$384,901.00 ("**Agreement**"); and

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

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

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

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

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

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

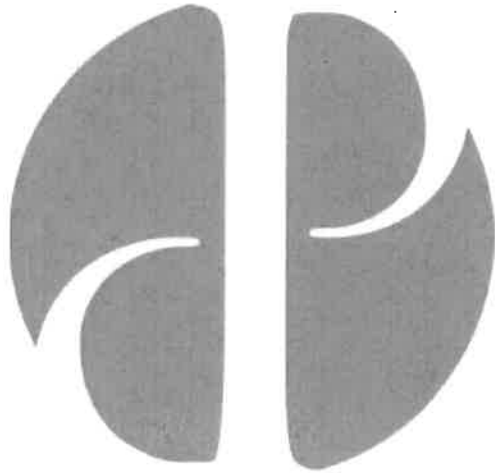
Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving an Agreement with Traffic Control & Protection for 2021 CIP Sign Replacement Program

CITY OF DES PLAINES



**CONTRACT FOR THE CONSTRUCTION
OF 2021 CIP- SIGN REPLACEMENT PROGRAM**

Prepared By

CITY OF DES PLAINES
PUBLIC WORKS AND ENGINEERING DEPARTMENT
1420 MINER STREET/NORTHWEST HIGHWAY
DES PLAINES, ILLINOIS 60016

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF 2021 CIP- SIGN REPLACEMENT PROGRAM**

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Contractor's Certification

Attachment 1:	Schedule of Prices
Attachment 2:	Supplemental Schedule of Contract Terms
Attachment 3:	Specifications
Attachment 4:	List of Drawings
Attachment 5:	Special Project Requirements

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF 2021 CIP- SIGN REPLACEMENT PROGRAM**

In consideration of the mutual promises set forth below, the City of Des Plaines, 1420 Miner Street / Northwest Highway, Des Plaines, Illinois 60016, an Illinois municipal corporation (“Owner”), and *[name and address of successful bidder]* a *[form of organization]* (“Contractor”), make this Contract as of Click here to enter a date., and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment 2, in accordance with the specifications attached hereto as Attachment 3, the drawings identified in the list attached hereto as Attachment 4, and the Special Project Requirements attached hereto as Attachment 5.
2. Permits. Except as otherwise provided in Attachment 2, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and

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

1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the “*Commencement Date*” set forth on Attachment 2 and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “*Completion Date*” set forth in Attachment 2. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “*Contract Time*.”

1.3 Required Submittals

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

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

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

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

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment 4, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

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

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

1.5 Conditions at the Work Site; Record Drawings

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

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

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment 2 or the drawings identified in Attachment 4.

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

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

1.9 Safety at the Work Site

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

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

1.12 Subcontractors and Suppliers

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

manner as if performed by employees of Contractor. Every reference in this Contract to “Contractor” is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of

such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

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

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

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner

must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

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

3.2 Warranty of Work

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

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment 2 or Attachment 5 to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment 2 or Attachment 5 requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

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

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment 2. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment 2.

4.3 Indemnification

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

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment 2, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set

forth in Attachment 2 (the “*Contract Price*”), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

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

5.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment 2 (“*Progress Payments*”).

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

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

5.4 Final Acceptance and Final Payment

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

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in

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

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

5.5 Liens

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

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

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

D. Protection of Owner Only. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest

any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

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

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

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

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

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

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

6.4 Owner's Additional Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "*Per Diem Administrative Charge*" set forth in Attachment 2, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

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

7.3 No Collusion/Prohibited Interests

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

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

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which

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

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

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

with a copy to:
Elrod Friedman, LLP
325 North La Salle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter Friedman

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

Traffic Control & Protection Inc
225 Miles Pkwy
Bartlett IL 60103

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

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

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

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

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "*Act*"), must submit to the City a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the City and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

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

7.12 Compliance with Patents

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

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

be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments



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

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

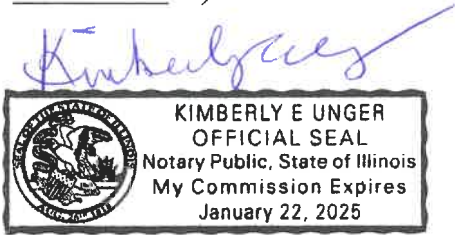
CITY OF DES PLAINES

By: _____
Name: _____
Title: _____
Attest:
By: _____
Name: _____
Title: _____

Traffic Control & Protection Inc

By:  _____
Name: Paul Chicoine
Title: President
Attest:
By:  _____
Name: Robert Mikalsen
Title: Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)



CONTRACTOR'S CERTIFICATION

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

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

DATED: March 10, 2021.

Traffic Control & Protection Inc

By: 

Name: Paul Chicoine

Title: President

Attest:

By: 

Name: Robert Mikalsen

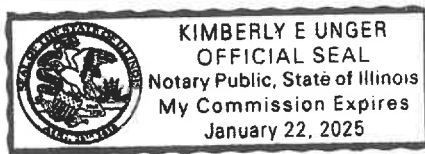
Title: Secretary

Subscribed and Sworn to before me on March 10th, 2021.

My Commission expires: January 22nd, 2025


Notary Public

(SEAL)



**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF 2021 CIP- SIGN REPLACEMENT PROGRAM**

ATTACHMENT 2

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

2021 Capital Improvement Program – Sign Replacement Program

The project includes removal and replacement of signs to meet current MUTCD Retroreflectivity Standards, installation of new signs to conform to MUTCD standards or City ordinances, and removal of unnecessary signs in neighborhood areas.

2. Work Site:

District 2 – Bounded by Golf Road to the North, Elmhurst Road to the West, Dempster Street/Thacker Street to the South, and Wolf Road to the East

District 3 – Bounded by Golf Road and Northwest Highway/Miner Street to the North, Wolf Road to the West, Thacker Street to the South, and River Road to the East

District 4 – Bounded by Golf Road to the North, Northwest Highway/Miner Street to the South, and the Des Plaines River to the East

3. Permits, Licenses, Approvals, and Authorizations:

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

☐

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

☒

No Exceptions

4. Commencement Date:

☐

the date of execution of the Contract by Owner.

☒

10 days after execution of the Contract by Owner.

☐ **Friday, July 23, 2021**

5. Completion Date:

Starting and Substantial Completion Dates:

The following starting and substantial completion dates apply to this contract as designated by street:

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

☒ **Friday, July 30, 2021**, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

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

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

Monday	May 31, 2021	Memorial Day Holiday
Monday	July 5, 2021	Independence Day Holiday
Monday	September 6, 2021	Labor Day Holiday

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

Progress Schedule. The Contractor shall submit, for approval by the Engineer, a Progress Schedule, which complies with the requirements of these specifications, and Completion Dates. The Progress Schedule shall include an Estimate of Time and/or Performance Rate for each controlling pay item. Once a Progress Schedule is approved, there shall be no deviation without the written approval of the Engineer.

If the Contractor falls 10 or more working days behind the Approved Progress Schedule, they shall provide the Engineer with a revised Progress Schedule that complies with the requirements of the Contract for the Engineer's review.

TIME IS OF THE ESSENCE ON THIS CONTRACT AND LIQUIDATED DAMAGES WILL BE ASSESSED FOR EACH DAY THAT THE WORK REMAINS INCOMPLETE PAST THE STATED COMPLETION DATE.

6. Insurance Coverage:

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

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

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

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

All employees must be included as insureds.

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

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

Coverage must include:

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

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

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

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

All employees must be included as insured.

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

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

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

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

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

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



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

Comprehensive General Liability, Comprehensive Motor Vehicle Liability, and Umbrella Policy.

The Additional Insured endorsement must identify Owner as follows:

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



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

Additional Insured

Policy or Policies

7. Contract Price:

SCHEDULE OF PRICES



A. LUMP SUM CONTRACT

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

\$ _____



All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2016, without limitation to "extra work." Contractor shall be paid in installments (see below). Contractor must submit Pay Requests including itemized statements of the cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.



B. UNIT PRICE CONTRACT

NOTE: If Owner has provided a separate form Schedule of Pricing attached to this Attachment 1, then that Schedule of Prices will be used and this Subsection B should not be used. If Owner has not provided a separate form Schedule of Prices, then this Subsection B should be used.

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

**COMPLETE SCHEDULE OF PRICES
IN ATTACHMENT 1**

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

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

\$ _____

☐

C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

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

\$ _____

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

COMPLETE TABLE AS INDICATED

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

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

\$ _____

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

8. Progress Payments:

- A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.
- B. Value of Work. The Value of the Work will be determined as follows:
- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will

not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

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

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment 1 to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

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

9. Per Diem Administrative Charge:



\$ per IDOT SSRB



No Charge

10. Standard Specifications:

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

- ☒ "State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)
- ☒ "Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)
- ☒ "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

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

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

See Attachment 5 for any special project requirements.

2021 CIP - SIGN REPLACEMENT PROGRAM - DISTRICTS 2, 3, & 4
SCHEDULE OF PRICES

Attachment 1

1/29/2021

ITEM #	PAY ITEM	UNIT	TOTAL	UNIT COST	TOTAL COST
1	REMOVE SIGN PANEL ASSEMBLY	EACH	1,125	\$14.00	\$15,750.00
2	INSTALL EXISTING SIGN PANEL	EACH	40	\$10.00	\$400.00
3	TELESCOPING STEEL SIGN SUPPORT	FOOT	12,978	\$8.00	\$103,824.00
4	SIGN POST REFLECTOR STRIPS	EACH	271	\$36.00	\$9,756.00
5	SIGN PANEL, TYPE 1	SQ FT	6,577	\$17.00	\$111,809.00
6	GIS DATA COLLECTION AND RECORD DRAWINGS	LUMP SUM	1	\$16,000.00	\$16,000.00
7	TRAFFIC CONTROL & PROTECTION	LUMP SUM	1	\$3,365.00	\$3,365.00

ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER:

METAL POST, TYPE A	FOOT	\$9.00	\$0.00
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TOTAL BID - DISTRICT 2 & 3 **\$260,904.00**

ALTERNATE WORK ITEMS - DISTRICT 4

1	REMOVE SIGN PANEL ASSEMBLY	EACH	600	\$14.00	\$8,400.00
2	INSTALL EXISTING SIGN PANEL	EACH	10	\$10.00	\$100.00
3	TELESCOPING STEEL SIGN SUPPORT	FOOT	5,810	\$8.00	\$46,480.00
4	SIGN POST REFLECTOR STRIPS	EACH	135	\$36.00	\$4,860.00
5	SIGN PANEL, TYPE 1	SQ FT	3,316	\$17.00	\$56,372.00
6	GIS DATA COLLECTION AND RECORD DRAWINGS	LUMP SUM	1	\$6,000.00	\$6,000.00
7	TRAFFIC CONTROL & PROTECTION	LUMP SUM	1	\$1,785.00	\$1,785.00

ALTERNATE WORK ID - DISTRICT 4 **\$123,997.00**

BID OF:
TRAFFIC CONTROL & PROTECTION INC
225 MILES PKWY
BARTLETT IL 60103
630-293-0026

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD VIA ZOOM VIDEO CONFERENCE ON MONDAY, MARCH 15, 2021

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 7:00 p.m. The meeting was lived-streamed via: <http://desplaines.org/accessdeplaines> and played on DPTV Channel 17 on Monday, March 15, 2021.

ROLL CALL:

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Rodd, Zadrozny, Brookman, Chester, Smith, Goczkowski. A quorum was present.

Also present were: City Manager Bartholomew, Director of Public Works and Engineering Oakley, Community and Economic Development Director McMahon, Fire Chief Anderson, Police Chief Anderson, and General Counsel Friedman.

PRAYER AND PLEDGE:

The prayer was offered by Alderman Brookman followed by the Pledge of Allegiance to the Flag of the United States of America offered by Alderman Rodd.

**PUBLIC HEARING/
PY2019 CDBG
CONSOLIDATED
ANNUAL
PERFORMANCE
& EVALUATION
REPORT:**

MINUTES OF THE PUBLIC HEARING HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS DES PLAINES CIVIC CENTER, MONDAY, MARCH 15, 2021

Mayor Bogusz called the Public Hearing to order at 7:01 p.m.

The Consolidated Annual Performance & Evaluation Report (CAPER) is an annual document detailing the accomplishments of the Community Development Block Grant (CDBG) program and requires City Council approval before submitting to the U.S. Department of Housing and Urban Development (HUD).

The City of Des Plaines Program Year (PY) 2019 CAPER summarizes the program performance of Year 5 of the CDBG Consolidated Plan, PY2019 Action Plan, October 1, 2019 to September 30, 2020. The CAPER reports on the expenditures and accomplishments of the public service, housing, and infrastructure programs performed in respect to the goals established in the Action Plan.

This public hearing will complete the required public comment period as required by HUD. The 15-day public comment period for the CAPER began February 26, 2021, following a public notice published in the Journal and Topics on February 10, 2021. The CAPER is available for public viewing at <http://desplaines.org/draft2019caper>, as well as at City Hall.

Moved by Smith, seconded by Rodd, to approve Resolution R-59-21, A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR PROGRAM YEAR 2019. Upon roll call, the vote was:

AYES: 7 - Moylan, Rodd, Zadrozny
 Brookman, Chester, Smith, Goczkowski
 NAYS: 0 - None
 ABSENT: 0 - None
 ABSTAIN: 1 - Lysakowski
 Motion declared carried.

*Alderman Lysakowski experienced technical issues.

With no public comments, the public hearing adjourned at 7:04 p.m.

**PUBLIC
COMMENT:**

The City of Des Plaines continues to follow social distancing requirements. In response to the risks created by the COVID-19 outbreak, Governor Pritzker issued Executive Order 2020-07 on March 16, 2020, suspending the Open Meetings Act provision relating to in-person attendance by the members of the public body. Tonight's meeting is allowed to be conducted via video conferencing.

Public comments were allowed to be e-mailed to publiccomments@desplaines.org or phoned in to the City Clerk's Office by 5:00 p.m. on March 15, 2021. Three public comments were submitted to the City Council and are included as Exhibit A.

Resident Muhammad Tabani expressed his displeasure with the lack of work completed on the Blue Sky Development on North Avenue and does not want to see another development that has no guarantee to be completed.

**MAYORAL
ANNOUNCEMENT**

On March 16, 2020, a Declaration of Civil Emergency for the City of Des Plaines related to the COVID-19 emergency was authorized. The Declaration provided that: (1) the City may enter into contracts for the emergency purchase of goods and services; (2) the City Manager may implement emergency staffing protocols pursuant to the City's respective collective bargaining agreements; and (3) directed City officials and employees to cooperate with other government agencies.

In accordance with Illinois statutes, the Mayor's Declaration lasted only for a period of seven days, unless it was extended by action of the City Council. At each subsequent City Council meeting, the City Council, by motion, extended the Declaration until the next adjournment of the next special or City Council meeting. This extension of the Declaration includes Mayor Bogusz's Supplemental Order dated July 29, 2020.

Moved by Brookman, seconded by Goczkowski, to extend the Mayor's March 16, 2020 Declaration of Civil Emergency until the adjournment of the next regular, special, or emergency meeting of the City Council. Upon roll call, the vote was:

AYES: 7 - Moylan, Rodd, Zadrozny
 Brookman, Chester, Smith, Goczkowski
 NAYS: 0 - None
 ABSENT: 0 - None
 ABSTAIN: 1 - Lysakowski
 Motion declared carried.

CITY CLERK
ANNOUNCEMENT

Early Voting begins at the Des Plaines Library on March 22, 2021.

MANAGER'S
REPORT:

City Manager Bartholomew announced that notice was received that the City of Des Plaines will be receiving \$7.6 million in COVID relief funds. This item will be discussed in a Finance Committee meeting.

The Taste of Des Plaines and the first few Friday Nights Live activities are canceled.

A Closed Session meeting will be held immediately after the City Council meeting to discuss litigation.

CONSENT
AGENDA:

Moved by Moylan, seconded by Goczkowski, to establish the Consent Agenda. Upon voice vote, the vote was:

AYES: 7 - Moylan, Rodd, Zadrozny
 Brookman, Chester, Smith, Goczkowski
 NAYS: 0 - None
 ABSENT: 0 - None
 ABSTAIN: 1 - Lysakowski
 Motion declared carried.

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

AYES: 7 - Moylan, Rodd, Zadrozny
 Brookman, Chester, Smith, Goczkowski
 NAYS: 0 - None
 ABSENT: 0 - None
 ABSTAIN: 1 - Lysakowski
 Motion declared carried.

Minutes were approved; Resolutions R-55-21, R-58-21 were adopted.

APPROVE AGMT/
SUBRECIPIENTS
OF CDBD:
Consent Agenda

Moved by Brookman, seconded by Moylan to Approve Resolution R-55-21, A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS WITH SUBRECIPIENTS OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG-CV3). Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-55-21

APPROVE AGMT/
SHERWIN
INDUSTRIAL:
Consent Agenda

Moved by Brookman, seconded by Moylan to Approve Resolution R-55-21, A RESOLUTION APPROVING A NON-EXCLUSIVE EASEMENT AGREEMENT FOR A WATER TRANSMISSION MAIN AGREEMENT WITH SHERWIN INDUSTRIAL I, LLC. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-58-21

APPROVE
MINUTES:
Consent Agenda

Moved by Brookman, seconded by Rodd, to approve the Minutes of the City Council meeting of March 1, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda

APPROVE
MINUTES:
Consent Agenda

Moved by Brookman, seconded by Rodd, to approve the Closed Session Minutes of the City Council meeting of March 1, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda

UNFINISHED
BUSINESS:

SECOND
READING/
Z-23-20:

The petitioner, Cumberland Crossing, LLC, is proposing a full redevelopment of the existing Feather Factory manufacturing building property at 414 E. Golf Road with a 348-unit apartment building with amenities and a commercial out-lot. The petitioner also plans to relocate an existing commercial cell tower facility to another portion of the subject property. The subject property currently consists of three separate lots totaling 6.49-acres. The existing public access road to the Metra parking lot is located partially within the boundaries of the subject property and partially on the Union Pacific Railroad right-of-way pursuant to an existing easement agreement. This easement agreement will be renegotiated. The developer will also be reconstructing the Golf Road/Wolf Road/Seegers Road intersection at its own expense as part of this development project.

This is a Second Reading for Ordinance Z-23-20, Approving a Preliminary Planned Unit Development, Tentative Plat of Subdivision and Map Amendment for 414 E Golf Road.

Two resident spoke in opposition of the development. Residents of the Rethink Cumberland Crossing group formulated a list of additional conditions requesting be added as Conditions of Approval for the projects.

Moved by Brookman, seconded by Chester to postpone this item until next meeting to address the groups concerns. Upon roll call, the vote was:

AYES: 2 - Brookman, Chester

NAYS: 6 - Lysakowski, Moylan, Rodd, Zadrozny
 Smith, Goczkowski

ABSENT: 0 - None

Motion failed.

Moved by Rodd, seconded by Moylan to approve Ordinance Z-23-20, APPROVING A PRELIMINARY PLANNED UNIT DEVELOPMENT, TENTATIVE PLAT OF SUBDIVISION AND MAP AMENDMENT FOR 414 E GOLF ROAD. Upon roll call, the vote was:

AYES: 5 - Lysakowski, Moylan, Rodd, Zadrozny
 Smith

NAYS: 3 - Brookman, Chester, Goczkowski

ABSENT: 0 - None

Motion declared carried.

NEW BUSINESS:**FINANCE & ADMINISTRATION** – Alderman Chester, Chairman**WARRANT
REGISTER:**

Moved by Chester, seconded by Smith, to approve the Warrant Register of March 15, 2021 in the Amount of \$13,177,783.55 and approve Resolution R-56-21. Upon roll call, the vote was:

**Resolution
R-56-21**

AYES: 7 - Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski
NAYS: 0 - None
ABSENT: 0 - None
ABSTAIN: 1 - Lysakowski
Motion declared carried.

COMMUNITY DEVELOPMENT – Alderman Rodd, Chairman**CONSIDER FINAL
PLAT OF
SUBDIVISION/
BAIG ESTATES/
460 GOOD
AVENUE:**

Community and Economic Development Director McMahon reviewed a memorandum dated February 24, 2021.

The petitioner is requesting a Final Plat of Subdivision under Section 13-2 of the Des Plaines Subdivision Regulations to split one lot into two lots of record in the R-1 zoning district at 460 Good Avenue. The petitioner, Samee Baig, is requesting a Final Plat of Subdivision for the property located at 460 Good Avenue. The subject property .596 acres in size and is comprised of one undeveloped lot as shown in the Plat of Survey.

The petitioner proposes to subdivide the existing lot into two lots of record and construct a new single-family home on each new lot. Lot 1 will serve as the western lot with access from Edward Court whereas Lot 2 will serve as the east lot with access from Good Avenue.

The petitioner's Final Plat of Subdivision shows the existing property being split into two lots each 90-feet in width and 13,020-square feet in area. The Final Plat of Subdivision shows a five-foot public utility and drainage easement at the rear, a five-foot public utility and drainage easement on the sides, a 25-foot building line in the front of each proposed lot, and ten foot public utility and drainage easement and sanitary sewer easement along the west side of Lot 1.

Staff recommended the adoption of Resolution R-57-21.

Moved by Rodd, seconded by Smith to approve Resolution R-57-21, A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR THE BAIG ESTATES SUBDIVISION LOCATED AT 460 GOOD AVENUE, DES PLAINES, ILLINOIS. Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski
NAYS: 0 - None
ABSENT: 0 - None

Motion declared carried.

CONSIDER
MAJOR
AMENDMENTS/
3000 RIVER
ROAD:

Community and Economic Development Director McMahon reviewed a memorandum dated February 24, 2021.

The petitioner is requesting a Major Amendment to the Planned Unit Development (PUD) under Section 12-3-5 of the Des Plaines Zoning Ordinance, as amended, to construct a two-story addition onto the existing casino building and make various site adjustments at 3000 River Road, and the approval of any other such variations, waivers, and zoning relief as may be necessary.

The applicant is requesting a Major Amendment to the Planned Unit Development to amend Ordinance Z-33-19 to allow for a proposed expansion of Rivers Casino, which is located at 3000 River Road, and the modification of the “Onsite Utility Maintenance Agreement” between Midwest Gaming & Entertainment, LLC and the City of Des Plaines recorded as Document Number 1129903055.

Mr. Wise and Mr. Shaffer explained that the request entails a proposal to expand the existing casino building with a two-story, approximately 84,000-square foot addition and various site adjustments to the parking garage, main site entrance, and circulation of the site. The two-story expansion is comprised of approximately 84,000-square feet of enclosed space distributed over two main levels and two smaller mezzanine levels, including approximately 33,000-square feet of new gaming space, small food and beverage outlet, 10,100-square foot multi-purpose event center, and associated back of house areas. The proposal to expand the casino building is a direct result of recent Illinois legislation that allows existing casinos to apply to expand from the former limit of 1,200 gaming positions to the new limit of 2,000 gaming positions. As cited in the applicant’s Project Narrative, the ownership team is proposing the casino building expansion with this Planned Unit Development Major Amendment request to reach 2,000 gaming positions.

The Des Plaines Zoning Ordinance Section 12-7-3.I. requires one parking space per gaming seat, the same parking regulation as the State of Illinois. The total number of parking spaces provided by the previous parking garage expansion far exceeds the parking count required by the Zoning Ordinance as 2,000 parking spaces are required and 3,063 spaces will be provided. The proposed parking is high in order to accommodate the approximately 1,200 employees that work at Rivers Casino and the expansion of the casino to reach 2,000 gaming positions.

The Planning and Zoning Board recommended (6-0) that the City Council approve the requests without any conditions.

Staff recommended the adoption of Ordinance Z-31-21.

Moved by Chester, seconded by Brookman to approve Ordinance Z-31-21, AN ORDINANCE APPROVING A MAJOR AMENDMENT TO AN EXSISTING PLANNED UNIT DEVELOPMENT FOR 2980-3000 RIVER ROAD, DES PLAINES, ILLINOIS (RIVERS CASINO, CASE #21-0025-PUD-A). Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski
NAYS: 0 - None
ABSENT: 0 - None
Motion declared carried.

Moved by Rodd, seconded by Chester to Advance to Second Reading and adopt Ordinance Z-31-21, AN ORDINANCE APPROVING A MAJOR AMENDMENT TO AN EXSISTING PLANNED UNIT DEVELOPMENT FOR 2980-3000 RIVER ROAD, DES PLAINES, ILLINOIS (RIVERS CASINO, CASE #21-0025-PUD-A).

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski
NAYS: 0 - None
ABSENT: 0 - None
Motion declared carried.

**CLOSED
SESSION:**

Moved by Smith, seconded by Goczkowski to adjourn to Closed Session to discuss Litigation. Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski
NAYS: 0 - None
ABSENT: 0 - None
Motion declared carried.

ADJOURNMENT: The meeting adjourned at 8:52 p.m.

Laura Fast, Deputy City Clerk

APPROVED BY ME THIS _____

DAY OF _____, 2021

Matthew J. Bogusz, MAYOR

Public Comments

From: Marsha
Sent: Thursday,
To: Public Comments
Subject: Planning and Zoning Board Meeting Public Comment" Case Number 21-006-V

Follow Up Flag: Follow up
Flag Status: Flagged

Marsha Geurtsen

803 Beau Drive, Des Plaines, 1160016

Case Number 21-006-V

Good evening,

I would like to have my comment read at the public hearing meeting. Thank you.

I would like to oppose to increased density at 800 Beau Drive in the R-3 zoning district. I am very opposed to that construction project of a 50 unit apartment building.

I do live across the street from that property for 26 years. This 50 unit building will increase noise, traffic, and outdoor lifestyle of residents of that area. It will create huge traffic and parking on the street problem that we are already facing. It will impact our property value.

Public Comments

From: Cheryl Vriezolk <[REDACTED]>
Sent: Monday, March 15, 2021 2:33 PM
To: Public Comments
Subject: Pedestrian Crossing Touhy and Mannheim

Good Evening,

Can someone please explain why there is no pedestrian crossing at Touhy and Mannheim? Bus stops along both Mannheim and Touhy indicate that people have to cross either exiting or entering the bus. The ped crossing at Lunt is fine to cross Mannheim but does not help if you need to cross Touhy. Since there are restaurants, hotels, shops, parks and a concert/event venue all separated by a busy intersection this is a public safety issue. Please do something!

Thank You,

Cheryl Vriezolk
1204 Harding Ave, Des Plaines, IL 60016
7th Ward
[REDACTED]

Public Comments

From: Rethink Cumberland crossing <rethinkcumberlandcrossing@gmail.com>
Sent: Monday, March 15, 2021 4:47 PM
To: Artur Zadrozny; Denise Rodd; Carla Brookman; Malcolm Chester; Andrew Goczkowski; Don Smith; Mark Lysakowski; Colt Moylan; Public Comments
Subject: UPDATED: request for motion to add conditions
Attachments: Cumberland-Crossing-Conditions-2021.pdf

We would like to thank you for continued engagement in the public process for the Cumberland Crossing redevelopment proposal. Our community has continued to be an invested partner in ensuring that any development in this area is of the highest standard and benefits our residents and addresses concerns related to community impact and public safety. As such, we as residents have formulated a list of additional conditions that we ask you to add as *Conditions of Approval* for the projects during your second reading. These have been informed based on residential polls and correspondence to our group and known remedies available through the city's zoning ordinance and generally accepted land-use and planning best practices and land-use law.

Please review the attached letter and we have residents who are current signatory's to this letter we will share before the City council meeting on Monday, March 15, 2021.

Dear Alderman,

In the spirit of continuing the community's high level of investment in the Cumberland Crossing redevelopment project, we offer below a series of conditions and requests for addition to the approval under the second reading for this project you are considering at the Monday, March 15th 2021 Council meeting. We ask that you make a motion and conclusive action to include the following:

Regarding Agenda Item #1, Unfinished Business: Second reading of Z-23-20 - Consideration of a Preliminary Planned Unit Development, Tentative Plat of Subdivision, Map Amendment and Conditional Use for 414 E. Golf Road:

As many of the community's concerns still remain and the conditions of approval as currently recommended are broad, and the City's ordinances and development application guidelines lack definable terms, and the ordinance does provide for the submission of additional studies that were not previously attended to, we recommend the following additional conditions:

- Community and fiscal impact analyses, as noted in the City's zoning code, (12-14-5-B-9-b and c), and separately a tax impact study for all residential and commercial parcels within a 1 mile radius of the site perimeters.
- The completion of a school impact analysis of 062 and 0207.
- Traffic: a supplement to the current traffic study condition that specifically requires the evaluation of traffic stacking related to use at 3-hour intervals, inclusive of morning and evening rush-hour and an hour before local school morning bell, and an hour after local school afternoon bell times; this study shall also specify the impact of site stacking relative to the out lot developed parcel.
- Landscaping plan: In addition to the requirements of the zoning ordinance, which only require a site plan and cross-section of buffer and transitional landscaping areas, the petitioners' submission of the site landscaping plan(s) must be inclusive of 2-dimensional (20) and 3-dimensional (30) **scaled** renderings so as to visualize the landscaping in context with adjacent residential parcels, and inclusive of all site landscaped areas. These drawings and renderings should also include detail of the proposed landscaping at 5-year, 10-year and full anticipated growth intervals. The landscaping plan documents will also include a list by name and number of all species of plantings, at minimum of trees, bush and other perennial plantings, and the developer should utilize only native species as much as practical to address local environmental and retention concerns.
- Cell tower: In addition to the requirements the landscaping ordinance and proposed condition a specific diagramming of all buffer elements for the cell tower including landscape, softscape and hardscape design elements, presented in 20 and 30 scaled renderings. Further, the developer should utilize alternative cell tower design elements relative to the cell tower structure. Any additional cell tower elements that are not currently existing are required to undergo separate application and permitting to and by the city.

- Site illumination: The developer will provide the City with a full site illumination plan inclusive of architectural lighting and site/street lighting, that includes distinct identification of the location and sources of lighting, images and technical descriptions of poles and light-boxes. The plan documents shall be completed to scale in 2-D and 3-D, and derived to have minimal upward waste and glare and light trespass to adjacent parcels of the subject site.
- Walkability: The developer will be required to provide hardscape pedestrian safety buffers along the Golf Road roadway, so long as there is no conflict with IDOT specifications, that are visually compatible with the character of the development and area.
- A determination that the developer, as part of the final development approval will receive NO discount or waiver of impact fees nor City permit fees.
- The developer will be responsible for the improvements or payment in lieu of, for improvements to the Des Plaines Cumberland Station parking lot and station house, to be determined as part of the final development application.

Thank you for your attention to our community's needs, and consideration of the additional conditions proposed.

We also respectfully note the following:

Though not a condition for this preliminary approval, we ask that the City consider as part of final approval the requirement that the developers make whole the property to remove construction debris, equipment, or other evidence of a project site and ensure a safe and secure parcel should the development either not proceed, or stand without activity for more than 3 consecutive months so as to avoid a condition of blight in the community. Should the developer not comply and provide a safe and secure parcel, the City may act to take the parcel and only in consideration of compensation of balance of unused fees to the City. We ask this with clear knowledge that the developer and development team have no actual current project history, and that their only other development in the community known as "Indigo Ridge in Cedar Park, Texas" remains in a state of unknown condition for more than a year and appears to have already raised local and community concerns. Further, other developments in the City of Des Plaines including "Blue Sky" and "Bayview-Compass Point" are in a perpetual state of delay contributing to blight in our community.

In consideration of the City of Des Plaines lack of informed governance of local building demolition requirements, we request that any grant of a demolition permit at the subject property require parties completing demolition to conduct such activities under the presumption of the presence of lead and asbestos, and that such demolition will adhere to the requirements of the State of Illinois and IEPA, and residents will be informed of such demolition activities.

We also want assurances that the final submissions, though subject to the general processes of the City, will be made available for public review and discussion, and as such, request that at the time and date for which the final proposal submission will be first heard by a body of the

City, all property owners within a 1-mile radius of the perimeters of the subject site will be notified by the City via mail of the submission and meeting time at the cost of the developer; additionally, the City will post such information to all City utilized social media platforms, the City website, and inform the local newspapers, currently known as the Des Plaines Journal and the Daily Herald of such a meeting occurrence. The entire final submittal of the petitioner will also be readily available to the public via the City's website instead of by request.

Thank you,

Rethink Cumberland Crossing

Nadine Mallick
Lynne Jeffers
Susan Hopson
Gail Schuck
Becky Pfisterer
Matt Schuck
Don Glass
Connie Antonopoulos
Kim Nowak
Sara Trice
Brandy Stuparits
Steve Lindenmuth
Irene Nowak
Jill Lindenmuth
Elizabeth Furbee
Susan Smith
Mary Kay Stallone
Stephen Smith
Christy Santos
Dianne Schmidt
Gregory Gronemeyer
Steven Haworth
Debbie Jackson
Zeran Sevic
Barbara White
Melissa Schlicht.
Liz Bowman
Jeff Schlicht
Lori Massey
Sally Murphy
Alan Massey
Melisa Genis
Margie Sylvester
Laura D'Andrea
Kari THicksten
Austin O'Brien
Daniel Cartalucca
Dick Sayad
Leslie Garcia
Mandy Griffin
Jeff Griffin
Jim Griffin

Mary Apcel
Amie Healy
Kathy Matthews
Pat Healy
John Healy
Marilyn Healy
Chris Kysar
Angie Brizzolara
Debby Burke
Danielle Young
Ann McAllister
Krisen Markham
Laura Engebretsen
Sammi Gaspar
Everyln Gaspar
Jarret Popke
Sarah Ciampi
Faith Leslie
Colleen Tomenillie
Linda Jablenski
Colleen Murrillo
Edgar Murrillo
Meghan Thompson
S. Miles
Hannah Listopad
Sue D-Aquisto
Diana Thvedt
Patrick Heraty
Patty Jewitt
David Krasnopolski
Andrea John
Lisa Krasnopolski
Russel John
Eden Lee
Rosi Sanchez
Sally Aquino
Kerri Fiarito
Tony Koszalka
Kelly Fiarito
Cathy Koszalka
Chase Bently
Derek Roth

Gina Filacaro
Pete Filacaro
Andrea P
Christopher Groeling
Ken Hopson
Kimberly Smuk
Michelle Garnett
Michael Garnett
Maren Garnet
Laura Swell
Stacy Roth
Dana Szczepanski
David Szczepanski



FINANCE DEPARTMENT

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

MEMORANDUM

Date: March 24, 2021
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-71-21, April 5, 2021 Warrant Register

A handwritten signature in blue ink, appearing to be 'D.W.', is located to the right of the 'To:' and 'From:' lines.

Recommendation: I recommend that the City Council approve the April 5, 2021 Warrant Register Resolution R-71-21.

Warrant Register.....\$4,541,079.82

Estimated General Fund Balance

Balance as of 02/28/2021: \$18,062,542

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-71-21

Be it resolved by the City Council of the City of Des Plaines that the following bills are due and payable and that the Mayor and City Clerk be and are hereby authorized to make payment for same.

April 5, 2021

City of Des Plaines

Warrant Register 04/05/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Department: 00 - Non Departmental					
1	4400	Building Permits	8379 RGLA Solutions Inc	2019-01300321 Refund - Permit Fee - 2019-01300321 - Issued 2/26/2020	1,715.25
2	4630	Resident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-200026588:1 Medical Reimbursement DOS 07/17/2020	578.50
3	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-190050827:1 Medical Reimbursement DOS 12/06/2019	1,248.00
4	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-200022213:1 Medical Reimbursement DOS 06/15/2020	1,536.00
5	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-200028720:1 Medical Reimbursement DOS 08/02/2020	420.17
6	4631	Nonresident Ambulance Fees	8382 Daidone, Laura	DPIL-200035452:1 Medical Reimbursement DOS 09/19/2020	50.00
7	4849	Miscellaneous Revenues	8381 Pollak, Michael	Refund 03/15/21 Returned Stamp - Deal Fell Through	173.00
Total 00 - Non Departmental					5,720.92

Elected Office					
Division: 110 - Legislative					
8	6000	Professional Services	7692 Advantage Government Strategies LLC	2018 Lobbyist Services February 2021 R-182-20	5,000.00
9	6000	Professional Services	1016 Alfred G Ronan LTD	March 2021 Lobbyist Services - March 2021 - R-182-20	5,000.00
Total 110 - Legislative					10,000.00

Division: 120 - City Clerk					
10	6100	Publication of Notices	1069 Paddock Publications Inc	171945 Legal Notice - 2021 CIP Sign Replacement Program 02/21/2021	35.10
11	6100	Publication of Notices	1050 Journal & Topics Newspapers	185180 Legal Notice - Waterproofing Masonry Repairs 02/24/2021	86.55
12	7000	Office Supplies	1644 Warehouse Direct Inc	4898989-0 2 - Ctn File Storage, Storage Cubes, Desk Organizers	121.08
13	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031021 Water Supply 03/04/2021	23.54
14	8010	Furniture & Fixtures	1644 Warehouse Direct Inc	4911757-0 1 - Bookcase	329.99
15	8010	Furniture & Fixtures	1644 Warehouse Direct Inc	4911757-1 2 - Bookcases	659.98
Total 120 - City Clerk					1,256.24

Total 10 - Elected Office					11,256.24
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City Administration					
Division: 210 - City Manager					
16	7000	Office Supplies	1644 Warehouse Direct Inc	4909945-0 3 Boxes of Copy Paper	126.93
17	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031021 Water Supply 03/04/2021	85.48
Total 210 - City Manager					212.41

Division: 220 - Legal					
18	6005	Legal Fees	8133 Elrod Friedman LLP	3366 2-21 Non-Retainer Matters	3,965.00

City of Des Plaines

Warrant Register 04/05/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
19	6005	Legal Fees	8133 Elrod Friedman LLP	3375	2-21 Non-Retainer Litigation	370.50
20	6005	Legal Fees	8133 Elrod Friedman LLP	3385	2-21 Non-Retainer Litigation	3,156.00
21	6005	Legal Fees	8133 Elrod Friedman LLP	FEB 2021 RET	February 2021 Retainer	18,500.00
22	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-05	Legal Fees for Admin Hearings/Prosecutions on 2/25/21-3/16/21	2,065.00
23	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	13687	Legal Fees February 2021	9,026.25
24	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	3378	2-21 Non-Retainer PSEBA Proceedings	8,089.00
25	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	3379	2-21 Non-Retainer PSEBA Proceedings	2,166.00
Total 220 - Legal						47,337.75

Division: 230 - Information Technology						
26	6000	Professional Services	5934 Tyler Technologies Inc	045-331822	Custom Interface For Garbage Services 02/15-02/19/2021	700.00
27	6000	Professional Services	4714 Wilson Consulting	14118	Consulting For City Circuits For Disconnection 01/29/21 - 3/2/21	1,125.00
28	6305	R&M Equipment	5068 IT Savvy LLC	01253149	Cisco Smartnet Maintenance 3/1/21 - 2/28/22	15,249.52
29	6305	R&M Equipment	8355 Curvature Technologies LLC	90601534	Server Maintenance Contract 03/01/21-03/31/21	117.00
30	7005	Printer Supplies	1820 Datasource Ink	20971	4 Toner Cartridges For Various City Printers	450.00
31	7005	Printer Supplies	1820 Datasource Ink	20981	4 Toner Cartridges For Various City Printers	520.00
32	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031021	Water Supply 03/04/2021	44.52
33	7320	Equipment < \$5,000	1026 CDW LLC	9214775	5 Zebra Printer Locking USB Cables For PD Squads	100.00
Total 230 - Information Technology						18,306.04

Division: 240 - Media Services						
34	7000	Office Supplies	1644 Warehouse Direct Inc	4898798-0	1 Ctn of Copy Paper and 1 Pack of Post-It Notes	50.02
35	8010	Furniture & Fixtures	1644 Warehouse Direct Inc	4202091-0	Bookcase - Media Services	211.84
36	8010	Furniture & Fixtures	1644 Warehouse Direct Inc	4901270-0	Table - Media Services	259.99
Total 240 - Media Services						521.85

Division: 250 - Human Resources						
37	5340	Pre-Employment Testing	8291 Accurate Employment Screening LLC	AUR2028702	Applicant Background Screening 02/01-02/28/21	381.00
38	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	2499	FIN Job Ad 03/12-03/29/2021	50.00

City of Des Plaines

Warrant Register 04/05/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
39	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031021	Water Supply 03/04/2021	(4.73)
40	7200	Other Supplies	2016 Signarama	41897	Engraved Sign and Plate for HR Office	111.70
Total 250 - Human Resources						537.97

Division: 260 - Health & Human Services						
41	6550	Subsidy - Senior Citizen Cab Service	3344 Taxi One of Des Plaines Inc	0000029	Taxi Cab Voucher Program- February 2021 M-12-11	45.00
Total 260 - Health & Human Services						45.00

Total 20 - City Administration						66,961.02
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Department: 30 - Finance						
42	6110	Printing Services	1665 Classic Graphic Ind Inc	87391	1000 Laser AP Checks 03/15/2021	420.57
43	7000	Office Supplies	1066 Office Depot	160039190001	1 Box of Envelopes, 1 Pack of Batteries, Etc.	71.44
44	7000	Office Supplies	1066 Office Depot	160057115001	1 Pack of Markers	8.99
45	7000	Office Supplies	1644 Warehouse Direct Inc	4898582-0	2 Cartons of Copy Paper	75.30
46	7000	Office Supplies	1644 Warehouse Direct Inc	4900826-0	1 Box of Correction Tape, 1 Box of File Folders, Etc.	54.56
47	7000	Office Supplies	1644 Warehouse Direct Inc	4904352-0	6 Packs of Rubberbands, 3 Packs of Note Pads, Etc.	67.96
48	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031021	Water Supply 03/04/2021	75.99
Total 30 - Finance						774.81

Community Development						
Division: 410 - Building & Code Enforcement						
49	6000	Professional Services	8304 TPI Building Code Consultants Inc	202102	Health Inspections - February 2021	6,525.00
50	6000	Professional Services	6315 B&F Construction Code Services Inc	55612	Plan Review - 2/11/21 - Project # 1122659	1,371.63
51	6000	Professional Services	6315 B&F Construction Code Services Inc	55667	Plan Review - 2/19/21 - Project # 1122687	895.50
52	6000	Professional Services	6315 B&F Construction Code Services Inc	55685	Plan Review - 2/23/21 - Project # 1122702	808.56
53	6000	Professional Services	6315 B&F Construction Code Services Inc	55686	Plan Review - 2/23/21 - Project # 1122735	750.00
54	6000	Professional Services	6315 B&F Construction Code Services Inc	55731	Plan Review - 3/2/21 - Project # 1122734	1,572.37
55	6000	Professional Services	6315 B&F Construction Code Services Inc	55776	Plan Review - 3/9/21 - Project # 1122659	173.87
56	6000	Professional Services	6315 B&F Construction Code Services Inc	55786	Plan Review - 3/10/21 - Project # 1122795	450.00
57	6005	Legal Fees	8133 Elrod Friedman LLP	3376	2-21 Non-Retainer Property Enforcement Matters	1,302.00
58	6005	Legal Fees	8133 Elrod Friedman LLP	3377	2-21 Non-Retainer Property Enforcement Matters	969.00

City of Des Plaines

Warrant Register 04/05/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
59	6025	Administrative Services	7961 BridgePay Network Solutions LLC	7437	Utility Web & Business License Transaction Fee for Feb 2021	21.20
60	7000	Office Supplies	1644 Warehouse Direct Inc	4899731-0	Desk Mat, 1 Box Copy Paper, File Cabinet Dividers	88.65
61	7000	Office Supplies	1644 Warehouse Direct Inc	4901515-0	4 Reams Paper - Licensing	57.24
62	7000	Office Supplies	1644 Warehouse Direct Inc	4906572-0	4 Packs Labels for Building Inspector, Desk Pad	61.63
63	7000	Office Supplies	1644 Warehouse Direct Inc	4912177-0	2 Boxes Copy Paper, Binder Clips, Pens, Post-it Notes	89.60
64	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031021	Water Supply 03/04/2021	86.48
65	7500	Postage & Parcel	1041 Federal Express	7-287-18273	Shipping Charge for 2/19/21	27.43
66	7500	Postage & Parcel	1041 Federal Express	7-294-31738	Delivery Service 02/23-02/26/2021	26.92
Total 410 - Building & Code Enforcement						15,277.08

Division: 420 - Planning & Zoning						
67	6005	Legal Fees	8133 Elrod Friedman LLP	3362	2-21 Non-Retainer Matters	137.50
68	6005	Legal Fees	8133 Elrod Friedman LLP	3370	2-21 Non-Retainer Matters	80.00
69	6005	Legal Fees	8133 Elrod Friedman LLP	3386	2-21 Non-Retainer Matters	687.50
70	6100	Publication of Notices	1050 Journal & Topics Newspapers	185099	Public Notice for CDBG PY 2019 Caper Notice - 2/10/21	242.34
71	6100	Publication of Notices	1050 Journal & Topics Newspapers	185206	Public Notice for 3/23/21 PZB Meeting - Published 3/3/21	86.55
72	7000	Office Supplies	1644 Warehouse Direct Inc	4899731-0	Desk Mat, 1 Box Copy Paper, File Cabinet Dividers	25.62
73	7000	Office Supplies	1644 Warehouse Direct Inc	4912177-0	2 Boxes Copy Paper, Binder Clips, Pens, Post-it Notes	89.61
Total 420 - Planning & Zoning						1,349.12

Division: 430 - Economic Development						
74	6000	Professional Services	5215 CoStar Realty Information Inc	113584144-1	March 2021 Available Property Database	398.79
75	6601	Incentive - Business Assistance	2139 Countryside Saloon Inc	GRANT - 3/16/21	Small Business Safe Reopening Grant - 3/16/21 - R-50-21	2,000.00
76	6601	Incentive - Business Assistance	3424 AMA Dancers & Co	GRANT - 3/16/21	Small Business Safe Reopening Grant - 3/16/21 - R-50-21	2,000.00
77	6601	Incentive - Business Assistance	4746 Giacomo's Ristorante	GRANT - 3/16/21	Small Business Safe Reopening Grant - 3/16/21 - R-50-21	2,000.00
78	6601	Incentive - Business Assistance	8380 Fibs Brewing Company	GRANT - 3/16/21	Small Business Safe Reopening Grant - 3/16/21 - R-50-21	2,000.00

City of Des Plaines

Warrant Register 04/05/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
79	6601	Incentive - Business Assistance	6094 Barefoot Hawaiian, The	GRANT - 3/17/21 Small Business Safe Reopening Grant - 3/16/21 - R-50-21	129.69
Total 430 - Economic Development					8,528.48

Total 40 - Community Development	25,154.68
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Public Works & Engineering						
Division: 100 - Administration						
80	6025	Administrative Services	7615 Sebis Direct Inc	31738	Utility Bill Rendering Service for Drop Date 02/17/2021	243.35
81	6025	Administrative Services	7961 BridgePay Network Solutions LLC	7437	Utility Web & Business License Transaction Fee for Feb 2021	40.07
82	6040	Waste Hauling & Debris Removal	1021 Republic Services Inc	0551-015061833	Residential Refuse & Recycling - 12/01-12/31/2020, R-35-14	273,451.00
83	6040	Waste Hauling & Debris Removal	1021 Republic Services Inc	0551-015105247	Residential Refuse & Recycling - 02/01-02/28/2021, R-35-14	273,436.00
84	6040	Waste Hauling & Debris Removal	8234 Kuusakoski US LLC	A-8217	Electronics Recycling - 02/23/2021	1,064.09
Total 100 - Administration						548,234.51

Division: 520 - Geographic Information Systems						
85	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	5539	Geographic Information System Support Feb 2021	17,376.17
Total 520 - Geographic Information Systems						17,376.17

Division: 530 - Street Maintenance						
86	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	2536	Emergency Tree Removal - 2205 University - 02/22/2021, R-169-19	1,378.75
87	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	2635	596 Parkway Trees Removed - 03/10/2021, R-169-19	24,751.50
88	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	210106	Sidewalk Snow Removal - 01/26/2021	6,300.00
89	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	210118	Sidewalk Snow Removal - 02/16/2021	6,900.00
90	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	210121	Sidewalk Snow Removal - 02/22/2021, R-154-20	3,800.00
91	6195	Miscellaneous Contractual Services	1044 H&H Electric Co	36387	Temporary Light Install - Prairie/Graceland - 01/20/2021	10,604.30
92	6195	Miscellaneous Contractual Services	5017 United Rent A Fence	42194	Temporary Fence - PW South Lot - 03/23-05/23/2021	300.30
93	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5572	Remove Summer/Install Fall Banners @ Metro Sq- 09/18/2020	2,460.00

City of Des Plaines

Warrant Register 04/05/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
94	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5573 Remove Summer/Install Fall Banners @ Downtown - 09/19-09/20/2020	2,280.00
95	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5612 Remove Fall/Install Holiday Banners @ Metro Sq-11/15-11/16/2020	2,440.00
96	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5613 Remove Fall/Install Holiday Banners @ Downtown-11/17-11/18/2020	2,300.00
97	6325	R&M Street Lights	1044 H&H Electric Co	36332 Street Light Repairs - 01/15/2021	808.83
98	6325	R&M Street Lights	1044 H&H Electric Co	36388 Street Light Repairs - 01/21/2021	1,927.05
99	6325	R&M Street Lights	1044 H&H Electric Co	36458 Locate Cables - Pearson & Miner - 01/01/2021, R-78-19	715.09
100	6325	R&M Street Lights	1044 H&H Electric Co	36460 Streetlight Repairs - 02/12/2021, R-78-19	2,739.73
101	6325	R&M Street Lights	1044 H&H Electric Co	36461 Streetlight Repairs - 02/17/2021, R-178-19	2,414.57
102	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	436 /2 2 Scoop Shovels - Forestry	61.18
103	7030	Supplies - Tools & Hardware	1550 Addison Building Material Co	947411 Shovel, Broom, Hoe	112.63
104	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI10557791 8 Rakes - Forestry Parkway Restorations - 03/09/2021	119.92
105	7035	Supplies - Equipment R&M	1057 Menard Incorporated	74064 Vehicle De-Greaser, Soap, Glass Cleaner	90.87
106	7050	Supplies - Streetscape	1516 Arthur Clesen Inc	357966 Grass Seed for Parkway Repairs	255.00
107	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10375118 8.00 Cu Yds Top Soil - Restorations - 03/09/2021	237.20
108	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	106410 24 Folding Stop Signs	1,836.00
109	7055	Supplies - Street R&M	1086 Arrow Road Construction Company	26525 3.29 Tons UPM Cold Mix - Oakton St - 03/01/2021	460.60
110	7055	Supplies - Street R&M	1057 Menard Incorporated	75252 Graffiti Removal Supplies	141.26
111	7055	Supplies - Street R&M	1057 Menard Incorporated	75440 Graffiti Removal Supplies	26.79
112	7055	Supplies - Street R&M	1174 3M Company	9410531461 2 Rolls Reflective Sheeting	831.24
113	7055	Supplies - Street R&M	1174 3M Company	9410605646 4 Rolls Transfer Tape - Sign Fabrication	325.68
114	7160	Ice Control	5364 Conserv FS Inc	65112138 15.29 Tons Treated Sidewalk Salt - 02/26/2021	1,750.71
115	7160	Ice Control	1194 Sicalco LTD	71673 3,981 Gals Calcium Chloride - 02/09/2021	2,707.08
116	7160	Ice Control	1194 Sicalco LTD	71736 3,965 Gals Calcium Chloride - 02/16/2021	2,696.20
117	7200	Other Supplies	1057 Menard Incorporated	75630 Mailbox Repair Parts - Plow Damage	141.71
Total 530 - Street Maintenance					83,914.19

City of Des Plaines

Warrant Register 04/05/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Division: 535 - Facilities & Grounds Maintenance					
118	6000	Professional Services	7619 Henneman Engineering Inc	77053 Engineering Services - Civic Center - 02/01-02/28/2021, R-180-19	6,531.96
119	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	27338 Additional Cleaning - Police Station - 02/01-02/28/2021	1,800.00
120	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	03-1777 Exterior Rodent Control-City Hall & Police Station - 03/01/2021	80.00
121	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	03-1778 Interior Pest Control - City Hall & Police Station - 03/01/2021	193.00
122	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	03-1779 Quarterly Interior Pest Control - 7 Buildings - 03/01/2021	605.00
123	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	206841 Fire Extinguisher Maintenance - PW - 03/01/2021	968.40
124	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	206843 Fire Extinguisher Maintenance - Food Pantry - 03/01/2021	33.75
125	6195	Miscellaneous Contractual Services	8358 D2K Traffic Safety Inc	27185 Traffic Control - Chiller Installation - 02/24/2021	1,758.85
126	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	3209 Pest Control - Food Pantry - 02/24/2021	97.00
127	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	3210 Pest Control - Public Works - 02/24/2021	118.00
128	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4076864867 Mat Service - Metra Train Station - 02/24/2021	35.00
129	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4076864886 Mat Service - Police Station - 02/24/2021	126.84
130	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4077523669 Mat Service - Metra Train Station - 03/03/2021	35.00
131	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4078172973 Mat Service - Metra Train Station - 03/10/2021	35.00
132	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4078172976 Mat Service - Police Station - 03/10/2021	126.84
133	6195	Miscellaneous Contractual Services	1311 Hill/Ahern Fire Protection LLC	7299 Special Hazard Inspection - City Hall - 12/31/2020	595.00
134	6195	Miscellaneous Contractual Services	5214 State Industrial Products	901894597 Drain Maintenance Program 03/08/2021 - City Hall	109.27
135	6315	R&M Buildings & Structures	7689 Ambius	016730CS305336 March 2021 Bill for Plant Maintenance	361.94
136	6315	R&M Buildings & Structures	1025 Bedco Inc	096901 No Heat Service Call - City Hall - 02/24/2021, R-167-19	330.00
137	6315	R&M Buildings & Structures	1025 Bedco Inc	096916 PM Exhaust Fan - Gun Range - 03/01/2021, R-167-19	115.00
138	6315	R&M Buildings & Structures	1025 Bedco Inc	096922 No Heat Service Call Sta #61-02/20/2021, R-167-19	230.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
139	6315	R&M Buildings & Structures	5972 Cobra Concrete Cutting Services Co	19412	Core Drilling at City Hall 02/02/2021	588.00
140	6315	R&M Buildings & Structures	2016 Signarama	41870	Council Chambers Nameplate 02/26/2021 - Police Chief	30.00
141	6315	R&M Buildings & Structures	2970 Action Fire Equipment Inc	81178	Pyro Chem Service - Fire Station #63 - 02/25/2021	149.00
142	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	89902	Overhead Door Repair - Fire Station #63 - 03/01/2021	476.45
143	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-39170-Q1N8	Monthly Elevator Inspections - 03/01/2021	424.20
144	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-39170-Q1N8	Monthly Elevator Inspections - 03/01/2021	212.10
145	7025	Supplies - Custodial	1029 Cintas Corporation	4076864938	Scraper, Cleaners, Paper Towels, Air Freshener, Soap, Etc - PW	171.12
146	7025	Supplies - Custodial	1029 Cintas Corporation	4077523738	Cleaners, Paper Towels, Air Fresheners, Mats, Soap, Etc - PW	149.15
147	7025	Supplies - Custodial	1029 Cintas Corporation	4078173014	Scraper, Cleaners, Paper Towels, Air Freshener, Soap, Etc - PW	263.87
148	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	6073124	Hand Tools	135.97
149	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	75863	Cutting Tool	44.99
150	7045	Supplies - Building R&M	2480 Just Faucets	195208	Sink Parts - Fire Station #61	25.50
151	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2025406	Circuit Breaker Test Leads and Finder	74.89
152	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5023386	EMT Connection - PW	5.46
153	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	518 /2	White Distilled Vinegar	4.49
154	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7023051	90 Degree Bracket - Civic Deck	14.60
155	7045	Supplies - Building R&M	1057 Menard Incorporated	73461	O-Ring - Fire Station #63	1.19
156	7045	Supplies - Building R&M	1057 Menard Incorporated	74075	Garage Door Rollers PW	8.98
157	7045	Supplies - Building R&M	1057 Menard Incorporated	74663	Drain Cleaner for 1st Floor Bathroom at Police Station	3.69
158	7045	Supplies - Building R&M	1057 Menard Incorporated	74741	Electric Door Lock Supplies - PW	42.83
159	7045	Supplies - Building R&M	1057 Menard Incorporated	74752	Electric Door Lock System Supplies - PW	20.88
160	7045	Supplies - Building R&M	1057 Menard Incorporated	74829	Conduit Hanger for Public Works	2.80
161	7045	Supplies - Building R&M	1057 Menard Incorporated	75065	Washing Machine Hose	11.97
162	7045	Supplies - Building R&M	1057 Menard Incorporated	75608	Switchboxes for City Hall 6th Floor	3.90

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
163	7045	Supplies - Building R&M	5214 State Industrial Products	901888595	Primezyme & Fragrance Packs - City Hall	341.95
164	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/049619	Fuse - City Hall	119.99
165	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	M76904	Door Parts - PW - 03/02/2021	991.20
166	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	M81134	Cat6 Wires - PW	1,185.00
167	7055	Supplies - Street R&M	1057 Menard Incorporated	75442	Sign Install Materials - Food Pantry	34.42
168	7140	Electricity	1033 ComEd	2685017085-03/21	Electricity Service 02/05-03/08/2021	190.71
169	7140	Electricity	1033 ComEd	2685017085-2/21R	Electricity Service 01/07-02/05/2021	178.27
170	7140	Electricity	1033 ComEd	4974385007-03/21	Electricity Service 02/10-03/11/2021	24.38
171	7140	Electricity	1033 ComEd	4974507003-03/21	Electricity Service 02/05-03/08/2021	445.36
172	7140	Electricity	1033 ComEd	5310655063-03/21	Electricity Service 02/05-03/08/2021	551.81
173	7140	Electricity	1033 ComEd	5310657021-03/21	Electricity Service 02/05-03/08/2021	43.26
174	7140	Electricity	1033 ComEd	5310658082-03/21	Electricity Service 02/05-03/08/2021	44.89
175	7140	Electricity	1033 ComEd	5310666002-03/21	Electricity Service 02/05-03/08/2021	1,085.16
176	8010	Furniture & Fixtures	1057 Menard Incorporated	74813	Refrigerator for City Hall HR	185.86
Total 535 - Facilities & Grounds Maintenance						22,574.14

Division: 540 - Vehicle Maintenance						
177	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2008274	Tire Recycling - 03/04/2021	548.70
178	6135	Rentals	1029 Cintas Corporation	4076874641	Mechanic's Uniform Rental - 02/24/2021	137.54
179	6135	Rentals	1029 Cintas Corporation	4077513215	Mechanic's Uniform Rental - 03/03/2021	137.54
180	6135	Rentals	1029 Cintas Corporation	4078196589	Mechanic's Uniform Rental - 03/10/2021	137.54
181	6190	Tow/Storage/Abandoned Fees	5874 Suburban Towing & Recovery Inc	150675	Towing Services - PW 5082 - 02/22/2021	312.50
182	6195	Miscellaneous Contractual Services	1741 Praxair Distribution Inc	61946982	Cylinder Rental - 01/20-02/20/2021	647.57
183	6305	R&M Equipment	1071 Pomp's Tire Service Inc	280118333	Tire Repair - PW 5005 - 02/22/2021	463.00
184	6305	R&M Equipment	1154 West Side Tractor Sales	L86195	Injection Pump Replacement - PW 5032 - 03/04/2021	3,857.38
185	6305	R&M Equipment	1203 Standard Industrial & Automotive Equipment Inc	WO-6545	Annual Vehicle Lift Inspections - Shop Lifts - 02/18/2021	1,145.57

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
186	6310	R&M Vehicles	1089 Autokrafter of Des Plaines	02/24/21 UNIT 38	Body Repair 02/24/2021 - Police 6038	1,331.98
187	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	21101	Front End Repair, Alignment, Spring Repair - PW 5064	870.00
188	6310	R&M Vehicles	4280 Rush Truck Centers of Illinois Inc	3022725533	Supplied & Painted Fender - PW 5045	1,075.49
189	6310	R&M Vehicles	1643 Golf Mill Ford	830965	All Wheel Alignment - Police 6095 - 03/08/2021	89.95
190	6310	R&M Vehicles	6598 Cummins Inc	F2-14553	DEF Doser Valve - PW 5091 - 02/22/2021	2,191.59
191	6310	R&M Vehicles	6598 Cummins Inc	F2-14554	DEF Leak Inspection & Repair - PW 5092 - 02/22/2021	363.91
192	6310	R&M Vehicles	5823 Interstate Power Systems Inc	R042031500:01	Replaced Trans TCU - PW 5082 - 02/23/2021	1,450.00
193	6310	R&M Vehicles	5035 Northwest Trucks Inc	R101002350:01	Service Call - No Start/Air Loss - PW 5112 - 03/05-03/09/2021	577.66
194	7030	Supplies - Tools & Hardware	5193 Fast MRO Supplies Inc	5618	Brake Cleaner, Glass Cleaner, & Batteries	85.44
195	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	74073	Jigsaw Blades	14.45
196	7030	Supplies - Tools & Hardware	2025 Dahlgren, John	Reimb 02/22/2021	2021 Tool Reimbursement - Mechanic	500.00
197	7035	Supplies - Equipment R&M	6224 Bumper to Bumper	408-1244561	Block Heater - Fire 7301	162.89
198	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-788001	LED Marker Light - PW 5097, PW 5560	12.68
199	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-788283	Battery - PW 5011	89.72
200	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-788442	Hydraulic Filter - PW 5097	27.12
201	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-788603	Swivel Fitting & Warranty Return - 5PW3	(18.34)
202	7035	Supplies - Equipment R&M	1346 Lorchem Technologies Inc	73042	3 Pressure Washer Adapters - 5PW1	21.83
203	7035	Supplies - Equipment R&M	3441 ODB-Old Dominion Brush Company Inc	7305504	Box Tarp - PW 5032	274.31
204	7035	Supplies - Equipment R&M	3441 ODB-Old Dominion Brush Company Inc	7352989	Box Tarp Return - PW 5032	(220.74)
205	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	BH8808	Seal Kit, Seals, Bushing O-Ring, Mirror Parts - PW 5011	702.40
206	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000249988	Bulk Plow Chain - PW Stock	626.14
207	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000250120	Water Proof Lens - Fire Stock	47.01
208	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_168369	Brake Pads, Back Up Lights, Nut Covers, Hoses, Etc - Fire 7801	626.73
209	7040	Supplies - Vehicle R&M	8357 Bonnell Industries Inc	0197961-IN	Plow Blades - PW Stock	2,409.84
210	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0187766	5 Wiper Blades - Police Stock	48.85

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
211	7040	Supplies - Vehicle R&M	1045 Havey Communications	10818	Light Bar Rail - Police 6034	612.45
212	7040	Supplies - Vehicle R&M	4330 City Limits Systems Incorporated	11120	Truck Prowash Soap	262.60
213	7040	Supplies - Vehicle R&M	1674 Spring-Align of Palatine, Inc	117325	2 Western Plow Blades - PW 9053, PW 8035, PW 5123	412.00
214	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280118843	5 Tires - Stock	605.45
215	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	331671	Plow Cutting Edges - PW Stock	1,248.00
216	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	331672	Plow Frame Mount, Frame Mount, & Plow Horn - PW 5092, PW 5099	711.70
217	7040	Supplies - Vehicle R&M	8244 Des Plaines Ace Hardware	482 /2	3 Test Plugs - Fire 7801	10.78
218	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	498712P	Window Switch - Police 6070	62.26
219	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	499405P	Mirror Assembly & Glass - PW 5118	620.64
220	7040	Supplies - Vehicle R&M	1059 Monroe Truck Equipment	5452130	Plow Parts - PW Stock	2,036.60
221	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	5618	Brake Cleaner, Glass Cleaner, & Batteries	125.26
222	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-788537	Air Filter & 5 Fuses - PW 5550 & Fire Stock	14.03
223	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-789956	Alternator - PW 5064	162.77
224	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8652658	20 Plow Bolts - PW Stock	86.22
225	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8656578	Penetrant, Tape, Drill Bits, Washers, Bolts, Etc - PW Stock	401.28
226	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8656856	Hydraulic Fittings - PW Stock	427.48
227	7040	Supplies - Vehicle R&M	5823 Interstate Power Systems Inc	C042048630:0I	Batteries - Police Stock	629.70
228	7040	Supplies - Vehicle R&M	5823 Interstate Power Systems Inc	C042048823:01	Coolant Hoses & Tube - Fire 7801	86.08
229	7040	Supplies - Vehicle R&M	5823 Interstate Power Systems Inc	C042048889:01	Battery Core Return - Police Stock	(147.96)
230	7040	Supplies - Vehicle R&M	5823 Interstate Power Systems Inc	C042049014:01	6 Batteries - Fire 7801	471.66
231	7040	Supplies - Vehicle R&M	5823 Interstate Power Systems Inc	C042049098:01	Batteries/Coolant Lines-Fire 7801, PW 8020, Police 6028, PW 5112	311.93
232	7040	Supplies - Vehicle R&M	5985 Winter Equipment Company Inc	IV47214	Plow Blades - PW 5089	2,347.38
233	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P36349453	5 Batteries - Police Stock	485.85
234	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P37030328	7 Batteries - PW 8020, Police Stock, PW 2035	388.72

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
235	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101024832:01	Coolant & DEF Lines - PW Stock	629.98
236	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101025453:01	Doser DEF Line - PW 5092	119.34
237	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101025850:01	Antifreeze - Fire Stock	400.50
238	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101026783:01	DEF Line Fittings - PW 5091	36.90
239	7120	Gasoline	8331 Avalon Petroleum Company Inc	572510	4,102 Gals Unleaded Gasoline - 02/10/2021, R-163-20	6,736.49
240	7120	Gasoline	8331 Avalon Petroleum Company Inc	572562	3,500 Gals Unleaded Gas - 02/19/2021, R-163-20	4,630.02
241	7130	Diesel	8331 Avalon Petroleum Company Inc	023353	2,902 Gals Bio Diesel - 02/10/2021, R-163-20	6,105.87
242	7130	Diesel	8331 Avalon Petroleum Company Inc	023372	2,951 Gals Bio Diesel Fuel - 02/19/2021, R-163-20	5,294.47
243	7130	Diesel	7349 Wex Inc	70532786	Fuel Purchases 02/09-02/25/2021 - Several Vehicles	438.70
Total 540 - Vehicle Maintenance						57,513.40

Total 50 - Public Works & Engineering	729,612.41
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Police Department						
Division: 100 - Administration						
244	5310	Membership Dues	1522 IL Association of Chiefs of Police	7800	2021 Membership Dues - Chief	220.00
245	5310	Membership Dues	1522 IL Association of Chiefs of Police	7801	2021 Membership Dues - Deputy Chief Support	95.00
246	5310	Membership Dues	1522 IL Association of Chiefs of Police	7802	2021 Membership Dues - Deputy Chief Patrol	95.00
Total 100 - Administration						410.00

Division: 610 - Uniformed Patrol						
247	5325	Training	1261 Northeast Multiregional Training	280857	Breath Analysis For Alcohol Training (1 Ofc) 3/1-3/2/2021	125.00
248	5325	Training	5987 Northern IL Critical Incident Stress Mgmt Team	Event 4/9-4/10	Group Crisis Intervention Training 4/9-4/10/2021 (1 Ofc)	200.00
249	7200	Other Supplies	2508 Doje's Forensic Supplies	22052	Injector Gun, Accelerant Trays, Super Glue, Print Cards	305.51
250	7200	Other Supplies	2508 Doje's Forensic Supplies	22059	CAT Accelerant, PVS Gun for Lifting Fingerprints	56.46
251	7200	Other Supplies	2509 Lynn Peavey Co	377402	Arson Cans For Evidence Collection	73.00
252	7200	Other Supplies	2509 Lynn Peavey Co	377403	Cotton Swabs, Cotton Swab Sterile, Swab Cap-Shure	89.90
253	7300	Uniforms	1489 JG Uniforms Inc	82488	New Officer Uniforms	1,295.05
254	7300	Uniforms	1489 JG Uniforms Inc	82489	New Officer Uniforms	1,370.55

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
255	7320	Equipment < \$5,000	2509 Lynn Peavey Co	377404	Metal Detector	349.50
Total 610 - Uniformed Patrol						3,864.97

Division: 620 - Criminal Investigation						
256	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	02151709	Investigations Database 01/26-02/25/2021	100.00
257	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20210228	Investigations Database February 2021	255.80
258	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	843952057	Investigations Database February 2021	324.15
259	7500	Postage & Parcel	1041 Federal Express	7-294-31738	Delivery Service 02/23-02/26/2021	119.59
Total 620 - Criminal Investigation						799.54

Division: 630 - Support Services						
260	5325	Training	6618 Police Law Institute Inc	14303	1 of 3 Yr Subscription Online Training & Documented Testing 2021	11,210.00
261	6000	Professional Services	5975 Aero Removals Trisons Inc	20940A	Removal and Transport of 3 Deceased 2021 February	1,050.00
262	6015	Communication Services	1680 Pacific Telemanagement Services	2061915	3 Public Pay Phones Monthly Fee March 2021	228.00
263	6015	Communication Services	1027 Call One	391973	Communication Service 03/15-04/14/2021	41,326.92
264	6110	Printing Services	1233 Press Tech Inc	47561	#10 Envelopes, Police Department (Reg) (3000) 03/11/2021	406.00
265	6110	Printing Services	1233 Press Tech Inc	47576	#10 Envelopes, Police Department (Window) (6000) 03/11/2021	662.80
266	6110	Printing Services	1142 Copyset Printing Company	59113	Extra Duty Comp Request Pads (250) 03/10/2021	761.00
267	6185	Animal Control	2950 When Nature Calls	3045-1	Nuisance Animal Control 2021 (Year 3 of 3) January 2021	255.00
268	6185	Animal Control	2950 When Nature Calls	3045-2	Nuisance Animal Control 2021 (Year 3 of 3) February 2021	459.00
269	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	2/1/2021	January 2021 Towing Services (3)	232.00
270	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	3/1/2021	February 2021 Towing Services (5)	261.00
271	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8181605115	Shredding Services PD 2/12, 2/19, 2/26, 3/5/2021	565.73
272	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-21011-2	2021 Service Agreement for Range Cleaning and Maintenance Feb	452.75
273	7000	Office Supplies	1644 Warehouse Direct Inc	4899681-0	Padded Envelopes, AA Batteries, Paper Plates	18.95

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
274	7000	Office Supplies	1644 Warehouse Direct Inc	4906320-0	Paper, Correction Tape, AA Batteries, Plastic Knives	257.13
275	7015	Supplies - Police Range	1244 Ray O'Herron Company Inc	2094285-IN	2020 Departmental Ammunition (50 Boxes 9MM)	2,721.00
276	7200	Other Supplies	1580 Mighty Mites Awards Inc	15125	Appreciation Plaque- Tactical Response Team	83.00
277	7200	Other Supplies	1644 Warehouse Direct Inc	4899681-0	Padded Envelopes, AA Batteries, Paper Plates	94.98
278	7200	Other Supplies	1644 Warehouse Direct Inc	4906320-0	Paper, Correction Tape, AA Batteries, Plastic Knives	34.75
Total 630 - Support Services						61,080.01

Total 60 - Police Department	66,154.52
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Fire Department						
Division: 100 - Administration						
279	5310	Membership Dues	1253 National Fire Protection Assn	DE2-3081-1CX	2021 Annual Membership - Fire Chief	175.00
Total 100 - Administration						175.00

Division: 710 - Emergency Services						
280	5325	Training	1252 NIPSTA	03152021R	Misc. Training Classes 02/15/2021 - 03/15/2021	4,775.00
281	5325	Training	3014 Motorola Solutions Inc	41298020	Radio Class-1 Lieutenant Dec 2020-Feb 2021	1,900.00
282	5345	Post-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	717572	Return To Work Eval -1 Paramedic 02/02/2021	95.00
283	6000	Professional Services	8192 Rebound	1701	Consulting-Orthopedic Patient Navigator Contract-February 2021	823.40
284	6000	Professional Services	8192 Rebound	1732	Consulting-Orthopedic Patient Navigator Contract-March 2021	823.40
285	6000	Professional Services	1267 Northwest Community Hospital	March 2021	2021 Annual License/Keys Fee, Website Support, 2020 Patient Care	1,586.62
286	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-21-01	R-141-13 Monthly Dispatch Service January 2021	61,872.00
287	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-21-02	R-141-13 Monthly Dispatch Service February 2021	61,872.00
288	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-21-03	R-141-13 Monthly Dispatch Service March 2021	61,872.00
289	6035	Dispatch Services	5973 Emergency Twenty Four Inc	97049	Elevator Alarm Dispatch January 2021	1,450.00
290	6035	Dispatch Services	5973 Emergency Twenty Four Inc	98469	Elevator Alarm Dispatch February 2021	1,953.00
291	6300	R&M Software	1267 Northwest Community Hospital	March 2021	2021 Annual License/Keys Fee, Website Support, 2020 Patient Care	1,125.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
292	6300	R&M Software	1267 Northwest Community Hospital	March 2021	2021 Annual License/Keys Fee, Website Support, 2020 Patient Care	40.00
293	6305	R&M Equipment	1748 Novak & Parker Inc	757635	Service to Washing Machine- Sta 61 03/15/2021	399.95
294	7025	Supplies - Custodial	8019 Ferguson Facilities	0270958	Scrub Sponges, Cleaners, Car Wash, Detergent, Bowl Cleaner, Towels	2,222.92
295	7035	Supplies - Equipment R&M	1080 Air One Equipment Inc	165876	SCBA Parts-5 Cylinder Retainer Kits, Screws & Valves	580.32
296	7035	Supplies - Equipment R&M	1660 Safety-Kleen Systems Inc	85353642	Parts Washer Solvent-Sta 61	159.00
297	7200	Other Supplies	1018 Anderson Lock Company LTD	1060506	10 Keys for EMS for All Rigs	40.90
298	7200	Other Supplies	3297 Bound Tree Medical LLC	70290667	Credit from 2020	(15.43)
299	7200	Other Supplies	3297 Bound Tree Medical LLC	83970067	3 O2 Cylinder Sleeve Bags	200.97
300	7200	Other Supplies	3297 Bound Tree Medical LLC	83981275	3 O2 Cylinder Sleeve Bags	185.97
301	7200	Other Supplies	2313 City Electric Supply Company (CES)	DEP/049417	Deluxe Black Canvas Tool Bag	73.99
302	7200	Other Supplies	1571 Welding Industrial Supply	R02677046	15 Therapy Oxygen Cylinders	185.67
303	7320	Equipment < \$5,000	1557 Abt Electronics & Appliances	0303101TVKX	New Dishwasher - Sta 63	1,422.99
304	7320	Equipment < \$5,000	5244 American Diving Supply	S39576	Battery Holders, Latex Hoods & Wrists	611.88
Total 710 - Emergency Services						206,256.55

Division: 720 - Fire Prevention						
305	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 031021	Water Supply 03/04/2021	16.54
Total 720 - Fire Prevention						16.54

Division: 730 - Emergency Management Agency						
306	6305	R&M Equipment	1124 Braniff Communications Inc	0033224	Outdoor Siren Service Call #209 @ City Hall 2/4/2021	278.00
Total 730 - Emergency Management Agency						278.00

Total 70 - Fire Department					206,726.09
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Department: 75 - Fire & Police Commission						
307	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	3387	2-21 Non-Retainer Matters	2,166.00
Total 75 - Fire & Police Commission						2,166.00

Department: 90 - Overhead						
308	6015	Communication Services	1027 Call One	391973	Communication Service 03/15-04/14/2021	11,667.41

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
309	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	251065	Collection Service for Feb 2021 Ambulance Fees	8,660.33
310	7000	Office Supplies	3827 Pitney Bowes Inc	1017736396	Red Ink Cartridge for Pitney Bowes Postage Machine	234.17
Total 90 - Overhead						20,561.91

Total 100 - General Fund	1,135,088.60
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Fund: 201 - TIF #1 Downtown Fund						
311	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6159	Glazing & Facade - Theater - 10/24-12/11/2020, R-92-90	8,528.00
312	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	992627	HVAC Install Pay App#5- Theater - 11/30/2020-02/28/2021, R-52-20	55,800.00
313	6315	R&M Buildings & Structures	7016 Amici Terrazzo	ATDTB001	Floor Epoxy - Theater - 02/22-03/03/2021	17,500.00
314	6315	R&M Buildings & Structures	1135 Colley Elevator Co	Elevator-P1	Elevator Install Pay App 1 - Theater - 01/11-02/26/2021, R-80-20	134,046.03
315	8100	Improvements	8070 Walsh Construction Company II LLC	CivicDeck-13	Civic Parking Deck Application #13 - 02/01-02/28/2021, R-204-19	336,585.00
Total 201 - TIF #1 Downtown Fund						552,459.03

Fund: 203 - TIF #3 Wille Road Fund						
Program: 18A0 - 2018A Refunding 2010A/2010B						
316	8375	Bank/Trust/Agency Fees	1718 Amalgamated Bank of Chicago	1856736005-2021	Bank/Agency Fees Bond Series 2018 for 03/01-2021-02/28/2022	475.00
Total 18A0 - 2018A Refunding 2010A/2010B						475.00

Total 203 - TIF #3 Wille Road Fund	475.00
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Fund: 208 - TIF #8 Oakton						
317	6005	Legal Fees	8133 Elrod Friedman LLP	3373	2-21 Non-Retainer Matters	525.00
Total 208 - TIF #8 Oakton						525.00

Fund: 230 - Motor Fuel Tax Fund						
318	7140	Electricity	1033 ComEd	0193753007-03/21	Electricity Service 02/10-03/11/2021	81.13
319	7140	Electricity	1033 ComEd	0237106099-03/21	Electricity Service 02/05-03/08/2021	348.06
320	7140	Electricity	1033 ComEd	0392121005-03/21	Electricity Service 02/05-03/08/2021	192.36
321	7140	Electricity	1033 ComEd	0445091056-03/21	Electricity Service 02/05-03/08/2021	403.03
322	7140	Electricity	1033 ComEd	0725000037-03/21	Electricity Service 02/08-03/09/2021	40.53
323	7140	Electricity	1033 ComEd	1273119011-03/21	Electricity Service 02/08-03/09/2021	3,164.72

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
324	7140	Electricity	1033 ComEd	1521117181-03/21	Electricity Service 02/05-03/08/2021	355.65
325	7140	Electricity	1033 ComEd	2493112068-03/21	Electricity Service 02/05-03/08/2021	44.51
326	7140	Electricity	1033 ComEd	2607132134-03/21	Electricity Service 02/04-03/05/2021	335.77
327	7140	Electricity	1033 ComEd	2644104014-03/21	Electricity Service 02/04-03/05/2021	323.61
328	7140	Electricity	1033 ComEd	2901166089-03/21	Electricity Service 02/05-03/08/2021	780.26
329	7140	Electricity	1033 ComEd	2943015087-02/21	Electricity Service 01/22-02/22/2021	15,782.00
330	7140	Electricity	1033 ComEd	3471079047-03/21	Electricity Service 02/05-03/08/2021	47.72
331	7140	Electricity	1033 ComEd	6045062008-03/21	Electricity Service 02/05-03/08/2021	135.12
332	7160	Ice Control	1102 Cargill Inc	2905990800	Bulk Rock Salt - 02/04/2021, R-178-20	5,874.83
333	7160	Ice Control	1102 Cargill Inc	2906035792	Bulk Rock Salt - 02/22/2021, R-178-20	14,889.80
334	7160	Ice Control	1102 Cargill Inc	2906035794	Bulk Rock Salt - 02/22/2021, R-178-20	8,078.81
335	7160	Ice Control	1102 Cargill Inc	2906039650	Bulk Rock Salt - 02/23/2021, R-178-20	6,853.65
336	7160	Ice Control	1102 Cargill Inc	2906043480	Bulk Rock Salt - 02/24/2021, R-178-20	2,265.22
337	7160	Ice Control	1102 Cargill Inc	2906043481	Bulk Rock Salt - 02/24/2021, R-178-20	7,985.11
338	7160	Ice Control	1102 Cargill Inc	2906047523	Bulk Rock Salt - 02/25/2021, R-178-20	4,527.20
339	7160	Ice Control	1102 Cargill Inc	2906051610	Bulk Rock Salt - 02/26/2021, R-178-20	3,585.95
340	7160	Ice Control	1102 Cargill Inc	2906056401	Bulk Rock Salt - 03/01/2021, R-178-20	7,202.98
341	7160	Ice Control	1102 Cargill Inc	2906059782	Bulk Rock Salt - 03/02/2021, R-178-20	4,796.72
342	7160	Ice Control	1102 Cargill Inc	2906063134	Bulk Rock Salt - 03/03/2021, R-178-20	2,462.38
343	7160	Ice Control	1102 Cargill Inc	2906066253	Bulk Rock Salt - 03/04/2021, R-178-20	2,336.20
344	7160	Ice Control	1102 Cargill Inc	2906069111	Bulk Rock Salt - 03/04/2021, R-178-20	1,131.92
345	7160	Ice Control	1102 Cargill Inc	2906069112	Bulk Rock Salt - 03/05/2021, R-178-20	15,689.10
346	7160	Ice Control	1102 Cargill Inc	2906072625	Bulk Rock Salt - 04/04/2021, R-178-20	20,226.03
347	7160	Ice Control	1102 Cargill Inc	2906075482	Bulk Rock Salt - 03/09/2021, R-178-20	9,067.40
348	7160	Ice Control	1102 Cargill Inc	2906084653	Bulk Rock Salt - 03/12/2021, R-178-20	1,151.40
Total 230 - Motor Fuel Tax Fund						140,159.17

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 240 - CDBG Fund					
349	6580	Subsidy - Housing Counseling	4912 Northwest Compass Inc	HC-Sept-Dec 2020 Housing Counseling B-20 - 9/27/20-12/27/20	3,457.92
Total 240 - CDBG Fund					3,457.92

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
350	6000	Professional Services	1079 AECOM Technical Services Inc	60583238	62267-Consultant-River Rd Recon 01/01-02/26/2021 R-137-18	53,417.40
351	6005	Legal Fees	8133 Elrod Friedman LLP	3360	2-21 Non-Retainer IEMA & FEMA Review Phase 5	44.00
352	6005	Legal Fees	8133 Elrod Friedman LLP	3361	2-21 Non-Retainer IEMA & FEMA Review Phase 4	836.00
353	8030	Land	1126 Civiltech Engineering Inc	49763-3188	Flood Mitigation Appraisal-1935 Big Bend Dr 03/01/2021	500.00
354	8100	Improvements	3281 Alliance Contractors Inc	2018-River-P30	R-141-18 Contract 62267 River Rd Recon 01/01-01/31/2021	18,070.97
Total 2520 - Capital Grants						72,868.37

Total 250 - Grant Projects Fund					72,868.37
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Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
355	7300	Uniforms	1164 Uniform Den East Inc	71775	(1) Araura Brand Level II Ballistic Vest (CSO)	586.95
356	8010	Furniture & Fixtures	1604 BOS Business Office Systems Inc	3305	Multi Media File Cabinet for Records	1,310.00
Total 2620 - DEA						1,896.95

Total 260 - Asset Seizure Fund					1,896.95
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Fund: 400 - Capital Projects Fund						
357	6000	Professional Services	7623 UrbanHydro Engineering Inc	155	Engr Svcs - CRS Program Recertification 01/01-02/28/2021	4,400.00
358	6000	Professional Services	1079 AECOM Technical Services Inc	60583238	62267-Consultant-River Rd Recon 01/01-02/26/2021 R-137-18	5,935.27
359	6000	Professional Services	1165 Union Pacific Railroad Company	90103879	S-Curve Pedestrian/Bicycle Underpass Project 11/07/2020	90.00
360	6005	Legal Fees	8133 Elrod Friedman LLP	3383	2-21 Non-Retainer Rand Road Sidepath Petition	102.00
361	8100	Improvements	3281 Alliance Contractors Inc	2018-River-P30	R-141-18 Contract 62267 River Rd Recon 01/01-01/31/2021	3,326.53
Total 400 - Capital Projects Fund						13,853.80

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 410 - Equipment Replacement Fund					
Department: 00 - Non Departmental					
362	8015	Equipment	1088 Atlas Bobcat LLC	QA5304 Skid Steer Purchase/Trade In- 2 Units - 02/24/2021	5,000.00
Total 00 - Non Departmental					5,000.00

Department: 60 - Police Department					
363	8020	Vehicles	5733 Roesch Ford	DP1492160 (1) 2021 Ford Transit Connect Wagon XLT (Van)	28,013.00
Total 60 - Police Department					28,013.00

Total 410 - Equipment Replacement Fund					33,013.00
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Fund: 420 - IT Replacement Fund					
364	6140	Leases	5109 Konica Minolta Premier Finance	5014004917 Konica Minolta Lease 02/21/21-03/20/21	7,304.18
365	8005	Computer Hardware	5068 IT Savvy LLC	01251152 Cisco Blade Servers	24,484.64
366	8005	Computer Hardware	1035 Dell Marketing LP	10465515900 Dell Optiplex 7080 For PW	825.40
367	8005	Computer Hardware	1035 Dell Marketing LP	10467499612 Dell Desktops and Monitors	16,135.95
Total 420 - IT Replacement Fund					48,750.17

Fund: 430 - Facilities Replacement Fund					
368	6000	Professional Services	8130 ECS Midwest LLC	857340 Materials Testing - Civic Deck - 12/14/20-1/02/2021	7,102.00
369	6000	Professional Services	8130 ECS Midwest LLC	863088 Materials Testing - Civic Deck - 01/04-01/30/2021	5,650.00
370	6000	Professional Services	8130 ECS Midwest LLC	868826 Concrete Testing for Civic Deck; 2/01/21-2/06/21	1,442.00
371	6195	Miscellaneous Contractual Services	1931 Oui Oui Enterprises LLC	71987 Bathroom for Crew at the Theater 01/14-02/13/2021	110.00
372	6315	R&M Buildings & Structures	1135 Colley Elevator Co	208792 Theatre Elevator Rail Support Installation 03/10/2021	2,933.00
373	6315	R&M Buildings & Structures	7146 JOS Services Inc	3931 Plumbing Labor at Theatre- 2/22/21	1,000.00
374	6315	R&M Buildings & Structures	7146 JOS Services Inc	3932 Plumbing Labor at Theatre- 2/23/21	1,000.00
375	6315	R&M Buildings & Structures	7146 JOS Services Inc	3933 Plumbing Labor at Theatre- 2/24/21	1,000.00
376	6315	R&M Buildings & Structures	7146 JOS Services Inc	3934 Plumbing Labor at Theatre- 2/25/21	1,000.00
377	6315	R&M Buildings & Structures	7146 JOS Services Inc	3935 Plumbing Labor at Theatre- 2/26/21	500.00
378	6315	R&M Buildings & Structures	7146 JOS Services Inc	3936 Plumbing Labor at Theatre- 3/01/21	1,000.00
379	6315	R&M Buildings & Structures	7146 JOS Services Inc	3937 Plumbing Labor at Theatre- 3/02/21	1,000.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
380	6315	R&M Buildings & Structures	7146 JOS Services Inc	3938	Plumbing Labor at Theatre-3/03/21	1,000.00
381	6315	R&M Buildings & Structures	7146 JOS Services Inc	3939	Plumbing Labor at Theatre-3/04/21	1,000.00
382	6315	R&M Buildings & Structures	7146 JOS Services Inc	3940	Plumbing Labor at Theatre-3/05/21	1,000.00
383	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6157	TO 3 Construction Services - Theater - 02/01-02/27/2021, R-47-21	65,925.03
384	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9376	Electrical Labor - Theater - 02/01-02/05/2021	9,592.00
385	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9377	Electrical Labor - Theater - 02/08-02/12/2021	8,720.00
386	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9378	Electrical Labor - Theatre - 02/15-02/26/2021	9,473.00
387	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9379	Electrical Labor - Theatre - 02/22-02/26/2021	9,091.00
388	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9381	Electrical Labor at 1486 Miner St.; 02/15/20-02/19/20	2,398.00
389	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9382	Electrical Labor at 1486 Miner St.; 03/1/20-03/5/20	2,398.00
390	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	0673-4	Stain for Theatre	17.49
391	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	0800-3	Primer and Rollers for Theatre	146.58
392	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2025405	Plumbing Parts/Tapcons/Primer @ 1486 Miner	245.79
393	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2051877	Screws and Backer Board @ Theatre	83.30
394	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2082123	Sandpaper, Joint Knife, Mixer, Etc. for Theatre	103.44
395	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2704370	Plumbing Supplies Theatre	2,508.96
396	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2704940	Plumbing Supplies @ Theatre	926.07
397	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2706041	Elevator Sump Pump for Theatre	2,056.87
398	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2706420	Theatre Plumbing Supplies	1,275.69
399	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4025024	Drywall @ Theatre	7.18
400	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4465612	Joist Hangers Theatre	106.80
401	7045	Supplies - Building R&M	1540 Reinke Interior Supply Company Inc	60045729	Ceiling Grid for 1486 Miner	2,271.60
402	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6021874	Drywall Compound, Staples, Threaded Rod, Etc for Theatre	132.83
403	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7023127	2" x 12" Hangers for the Theater	4.23

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404	7045	Supplies - Building R&M	1057 Menard Incorporated	72149	Drywall Supplies and Primer for Theatre	157.20
405	7045	Supplies - Building R&M	1057 Menard Incorporated	73083	Painting Supplies for 1486 Miner	211.31
406	7045	Supplies - Building R&M	1057 Menard Incorporated	74647	Paint Brushes, 3x4 Elbow, Primer for the Theater	124.29
407	7045	Supplies - Building R&M	1057 Menard Incorporated	74828	Wood Trim for Theatre	157.61
408	7045	Supplies - Building R&M	1057 Menard Incorporated	74839	Wood Trim for Theatre	3.58
409	7045	Supplies - Building R&M	1057 Menard Incorporated	74992	Wood Trim for Theatre	23.48
410	7045	Supplies - Building R&M	1057 Menard Incorporated	75001	Conduit, Tapcons, Clamps, Etc for Theatre	43.42
411	7045	Supplies - Building R&M	1057 Menard Incorporated	75175	Toilets for 1486 Miner	376.00
412	7045	Supplies - Building R&M	1057 Menard Incorporated	75191	Lumber for Soundbooth at Theatre	2,128.07
413	7045	Supplies - Building R&M	1057 Menard Incorporated	75192	Stain for Theatre	12.25
414	7045	Supplies - Building R&M	1057 Menard Incorporated	75235	Painting Supplies for Theatre	61.28
415	7045	Supplies - Building R&M	1057 Menard Incorporated	75396	Fiber Cement, Drywall, LVL @ Theatre	593.51
416	7045	Supplies - Building R&M	1057 Menard Incorporated	75444	Lumber for Theatre	16.28
417	7045	Supplies - Building R&M	1057 Menard Incorporated	75460	Anchors and Drill Bits for Theatre	37.39
418	7045	Supplies - Building R&M	1057 Menard Incorporated	75806	Lumber and Joist Hangers	121.78
419	7045	Supplies - Building R&M	1057 Menard Incorporated	75808	Lumber for Theatre	589.65
420	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8010005	Lumber and Floor Cleaner for Theatre	245.66
421	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8024442	Brackets and Wood for Theatre	510.90
422	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9021553	Foam Insulation and Corner Bead for Theatre	1,696.99
423	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9082332	Can Lights, Tape Measure, Water for Theatre	113.78
424	7045	Supplies - Building R&M	1043 WW Grainger Inc	9830987419	Thermostat Jumpers for 1486 Miner Street	13.24
425	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	C154414	Return Turbotorch for Theatre	(313.62)
426	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006840741.001	Electric Supplies for Theatre	916.31
427	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006840741.002	Electric Supplies for Theatre	(160.88)
428	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006841730.001	Electric Supplies for Theatre	303.95
429	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006844821.001	Electric Supplies for Theatre	1,440.30

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430	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006844821.002	Electric Supplies for Theatre	1.26
431	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006846619.001	Electric Supplies for Theatre	1,485.48
432	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006846619.002	Electric Supplies Return for Theatre	(1,043.01)
433	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006848810.001	Electric Supplies for Theatre	231.19
434	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006848810.002	Electric Supplies for Theatre	51.78
435	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006849667.001	Electric Supplies for Theatre	148.45
436	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006850823.001	Electric Supplies for the Theater	122.09
437	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006851836.001	Electric Supplies for the Theater	821.60
438	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006853397.001	GFCI Outlets for Theatre	32.38
439	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006853397.002	Electric Supplies Theatre	32.38
440	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006853397.003	GFCI Outlets for Theatre	80.95
441	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006853397.004	GFCI Outlets for Theatre	239.25
442	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006853820.001	Electric Supplies 1486 Miner	1,013.68
443	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006853820.002	Electric Receptacles for 1486 Miner	26.80
444	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006854969.001	Electric Supplies 1486 Miner	124.41
445	7045	Supplies - Building R&M	8201 Gexpro	S129604785.001	Lights for Theatre and 1486 Miner	1,014.64
446	7045	Supplies - Building R&M	8201 Gexpro	S129604785.001	Lights for Theatre and 1486 Miner	375.61
Total 430 - Facilities Replacement Fund						158,403.53

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 550 - Water Systems						
447	5325	Training	1576 Illinois Section American Water Works Association	200060049	2021 Spring Regulatory Update-Utility Superintendent- 03/08/2021	22.00
448	5325	Training	1576 Illinois Section American Water Works Association	200060559	2021 Spring Regulatory Update - Asst Director PW - 03/08/2021	42.00
449	5325	Training	1576 Illinois Section American Water Works Association	200060567	2021 Spring Regulatory Update - Crew Leader - 03/08/2021	42.00
450	6015	Communication Services	1027 Call One	391973	Communication Service 03/15-04/14/2021	1,551.62
451	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	185794	IEPA Testing - 02/02/2021-02/28/2021	780.00

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452	6195	Miscellaneous Contractual Services	8346 Emergent Safety Supply	1173080-01	Air Monitor Shipping Only - 03/12/2021	86.68
453	6195	Miscellaneous Contractual Services	2506 Trotter & Associates Inc	18142	Engineering Services - 02/01-02/28/2021	756.00
454	6195	Miscellaneous Contractual Services	5400 Dahme Mechanical Industries Inc	20210015	Emergency RPZ Inspection & Test - 02/10/2021	800.00
455	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	206844	Fire Extinguisher Maintenance - Oakton Water Tower - 03/01/2021	15.90
456	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	210103	Meter Bench Test - 03/04/2021	25.50
457	6195	Miscellaneous Contractual Services	4022 M E Simpson Co Inc	35781	Large Meter Testing - 09/30/2020	1,670.00
458	6195	Miscellaneous Contractual Services	4022 M E Simpson Co Inc	36384	Large Meter Testing - 09/01/2020-09/14/2020	1,625.00
459	6300	R&M Software	6992 Core & Main LP	N393896	Sensus Pressure Profile - 02/25/2021, R-9-21	3,000.00
460	7020	Supplies - Safety	1274 O'Leary's Contractors Equipment & Supply Inc	371302	Pumps, Hoses, Ear Plugs, Guard, & Belt	70.00
461	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	6525109	Hand Tools	350.00
462	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	8070239	Couplings, Torch Head, Cylinders for Meter Installations	61.64
463	7035	Supplies - Equipment R&M	1274 O'Leary's Contractors Equipment & Supply Inc	371302	Pumps, Hoses, Ear Plugs, Guard, & Belt	103.50
464	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-789173	Battery - PW 9034	117.57
465	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W88817	Mirror, Brackets, & Hardware - PW 9014	508.74
466	7040	Supplies - Vehicle R&M	4330 City Limits Systems Incorporated	11120	Truck Prowash Soap	131.30
467	7040	Supplies - Vehicle R&M	1674 Spring-Align of Palatine, Inc	117325	2 Western Plow Blades - PW 9053, PW 8035, PW 5123	177.58
468	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280118843	5 Tires - Stock	605.45
469	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	498762P	Brake Line - PW 9033	34.08
470	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	5618	Brake Cleaner, Glass Cleaner, & Batteries	74.00
471	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1060887	Door Closer for Maple Street Pump Station	322.05
472	7070	Supplies - Water System Maintenance	1328 John Neri Construction Company Inc	03/05/2021	461.64 Tons CA6 Stone - 02/23/2021, R-175-20	10,201.56
473	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	253106-000	Valve Repair Parts	26.98
474	7070	Supplies - Water System Maintenance	1086 Arrow Road Construction Company	26494	10.08 Tons UPM Cold Mix - Street Repair - 02/24/2021	1,411.20
475	7070	Supplies - Water System Maintenance	1086 Arrow Road Construction Company	26556	1.36 Tons UPM Cold Mix - Repairs - 03/05/2021	190.40

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
476	7070	Supplies - Water System Maintenance	1274 O'Leary's Contractors Equipment & Supply Inc	371302	Pumps, Hoses, Ear Plugs, Guard, & Belt	668.00
477	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	72441	Hose Adapter and Metal Lath	5.94
478	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N733391	Repair Sleeves & Clamps	1,213.00
479	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N733537	Water Meter Purchases & Installs - 02/25/2021, R-9-21	84,346.00
480	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N762214	1" Coupling - Service Line Repair	672.00
481	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N783563	3" Meter	1,345.00
482	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N783662	3" Flange Kit	272.00
483	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N793925	Repair Clamp	199.00
484	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	03022021	Wholesale Water Purchase - 02/01-02/28/2021, R-183-14	283,490.48
485	7120	Gasoline	8331 Avalon Petroleum Company Inc	572510	4,102 Gals Unleaded Gasoline - 02/10/2021, R-163-20	1,022.88
486	7120	Gasoline	8331 Avalon Petroleum Company Inc	572562	3,500 Gals Unleaded Gas - 02/19/2021, R-163-20	2,040.32
487	7130	Diesel	8331 Avalon Petroleum Company Inc	023353	2,902 Gals Bio Diesel - 02/10/2021, R-163-20	661.53
488	7130	Diesel	8331 Avalon Petroleum Company Inc	023372	2,951 Gals Bio Diesel Fuel - 02/19/2021, R-163-20	1,589.23
489	7140	Electricity	1033 ComEd	0718079040-03/21	Electricity Service 02/05-03/08/2021	170.57
490	7140	Electricity	1033 ComEd	1602149012-03/21	Electricity Service 02/04-03/05/2021	140.30
491	7140	Electricity	1033 ComEd	2382141015-03/21	Electricity Service 02/05-03/08/2021	140.68
492	7140	Electricity	1033 ComEd	2902009038-03/21	Electricity Service 02/03-03/04/2021	516.97
493	7140	Electricity	1033 ComEd	3526170000-03/21	Electricity Service 02/03-03/04/2021	57.41
494	7140	Electricity	1033 ComEd	5646761001-03/21	Electricity Service 02/03-03/04/2021	25.39
495	7140	Electricity	1033 ComEd	6152054027-03/21	Electricity Service 02/04-03/05/2021	4,387.18
496	7320	Equipment < \$5,000	8346 Emergent Safety Supply	1902723581	5 Air Monitors (Misc Types)	2,401.82
Total 550 - Water Systems						410,168.45

Division: 560 - Sewer Systems						
497	5310	Membership Dues	1563 American Water Works Assoc (AWWA)	7001892839	Membership Renewal - Sewer Foreman - 05/01/2021-04/30/2022	83.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
498	6015	Communication Services	1027 Call One	391973	Communication Service 03/15-04/14/2021	476.85
499	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	193603	Weather Forecasting - March 2021	150.00
500	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	206842	Fire Extinguisher Maintenance - Levee 50 - 03/01/2021	21.85
501	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	206845	Fire Extinguisher Maintenance - O'Hare Lakes - 03/01/2021	15.90
502	6340	R&M Sewer System	7503 HT Strenger Inc	911827	Pump Repair -Bender Lift Station - 02/11-03/02/2020	1,359.00
503	6505	Subsidy - Sewer Lateral Program	8378 Frank, Kurt G	SLP21-005	Sewer Rebate - 3/16/21	100.00
504	6510	Subsidy - Flood Assistance	8377 Rodriguez, Estabana	FRP21-006	Flood Rebate - 3/8/21	2,000.00
505	6510	Subsidy - Flood Assistance	7358 Leys, Jean B	FRP21-007	Flood Rebate - 3/16/2021	2,000.00
506	7020	Supplies - Safety	2053 USA Bluebook	530037	Latex Gloves, Floats, Ladders, & Wipes	59.18
507	7030	Supplies - Tools & Hardware	1043 WW Grainger Inc	9829855882	2 Type 1 Gas Cans	96.52
508	7035	Supplies - Equipment R&M	3518 O'Reilly Auto Parts	2479-466676	Breather Filters - PW 8010	48.98
509	7040	Supplies - Vehicle R&M	1018 Anderson Lock Company LTD	1060012	Vehicle Key Cut - PW 8026	6.14
510	7040	Supplies - Vehicle R&M	4330 City Limits Systems Incorporated	11120	Truck Prowash Soap	131.30
511	7040	Supplies - Vehicle R&M	1674 Spring-Align of Palatine, Inc	117325	2 Western Plow Blades - PW 9053, PW 8035, PW 5123	412.00
512	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	5618	Brake Cleaner, Glass Cleaner, & Batteries	60.00
513	7040	Supplies - Vehicle R&M	5823 Interstate Power Systems Inc	C042049098:01	Batteries/Coolant Lines-Fire 7801, PW 8020, Police 6028, PW 5112	242.31
514	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P37030328	7 Batteries - PW 8020, Police Stock, PW 2035	283.23
515	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10375177	1.00 Cu Yd Top Soil - 2146 Sprucewood - 03/21/2021	29.65
516	7075	Supplies - Sewer System Maintenance	1047 Home Depot Credit Svcs	31223	Chain for Lift Station	76.08
517	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	486 /2	Hinge Strap	18.87
518	7075	Supplies - Sewer System Maintenance	2053 USA Bluebook	530037	Latex Gloves, Floats, Ladders, & Wipes	955.90
519	7120	Gasoline	8331 Avalon Petroleum Company Inc	572510	4,102 Gals Unleaded Gasoline - 02/10/2021, R-163-20	764.60
520	7120	Gasoline	8331 Avalon Petroleum Company Inc	572562	3,500 Gals Unleaded Gas - 02/19/2021, R-163-20	1,111.21

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
521	7130	Diesel	8331 Avalon Petroleum Company Inc	023353	2,902 Gals Bio Diesel - 02/10/2021, R-163-20	145.16
522	7130	Diesel	8331 Avalon Petroleum Company Inc	023372	2,951 Gals Bio Diesel Fuel - 02/19/2021, R-163-20	484.06
523	7140	Electricity	1033 ComEd	0096017042-03/21	Electricity Service 02/05-03/08/2021	1,735.16
524	7140	Electricity	1033 ComEd	0575134020-03/21	Electricity Service 02/03-03/04/2021	148.00
525	7140	Electricity	1033 ComEd	0640144010-03/21	Electricity Service 02/05-03/08/2021	119.83
526	7140	Electricity	1033 ComEd	0762050019-03/21	Electricity Service 02/08-03/09/2021	94.22
527	7140	Electricity	1033 ComEd	2038128006-03/21	Electricity Service 02/03-03/04/2021	98.11
528	7140	Electricity	1033 ComEd	2148094073-03/21	Electricity Service 02/08-03/09/2021	128.26
529	7140	Electricity	1033 ComEd	3240002012-02/21	Electricity Service 01/27-02/25/2021	626.95
530	7140	Electricity	1033 ComEd	3461136053-03/21	Electricity Service 02/04-03/05/2021	43.19
531	7140	Electricity	1033 ComEd	3526009006-03/21	Electricity Service 02/05-03/08/2021	97.59
532	7140	Electricity	1033 ComEd	3657136067-03/21	Electricity Service 02/05-03/08/2021	81.78
533	7140	Electricity	1033 ComEd	4995025051-03/21	Electricity Service 02/04-03/05/2021	27.13
534	7140	Electricity	1033 ComEd	5060090016-03/21	Electricity Service 02/08-03/09/2021	217.08
535	7140	Electricity	1033 ComEd	5814097012-03/21	Electricity Service 02/05-03/08/2021	26.66
536	7140	Electricity	1033 ComEd	6331089024-03/21	Electricity Service 02/03-03/04/2021	64.47
537	7320	Equipment < \$5,000	8346 Emergent Safety Supply	1902723077	13 Air Monitors (Misc Types)	1,512.09
538	7320	Equipment < \$5,000	8346 Emergent Safety Supply	1902723581	5 Air Monitors (Misc Types)	889.72
539	8015	Equipment	8348 Infosense Inc	2863	Sewer Line Rapid Assessment Tool - 02/09/2021, R-29-21	26,430.00
Total 560 - Sewer Systems						43,472.03

Division: 570 - Equipment Replacement						
540	8015	Equipment	1088 Atlas Bobcat LLC	QA5304	Skid Steer Purchase/Trade In- 2 Units - 02/24/2021	5,000.00
Total 570 - Equipment Replacement						5,000.00

Division: 580 - CIP - Water/Sewer						
541	6000	Professional Services	2506 Trotter & Associates Inc	18024	TO#9 Contracted Services - Levee 50 - 01/01-01/31/2021, R-16-20	569.50
542	6000	Professional Services	2506 Trotter & Associates Inc	18143	Water System Study 2020 - 02/01-02/28/2021, R-31-20	92.75

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
543	6000	Professional Services	2506 Trotter & Associates Inc	18144	Electrical Modification TO3-Maple St - 02/01-02/28/2021, R-16-20	832.00
544	6000	Professional Services	2506 Trotter & Associates Inc	18145	TO#8 Engineering Services - Maple PS - 02/01-02/28/2021, R-34-21	29,970.00
545	6000	Professional Services	2506 Trotter & Associates Inc	18146	TO#9 Contracted Services - Levee 50 - 02/01-02/28/2021, R-16-20	104.00
546	6000	Professional Services	1647 RJN Group Inc	35460501	Annual MWRD IICP Report TO#5-2/1-2/26/21 R-18-20	4,872.50
547	6000	Professional Services	6463 Manhard Consulting Ltd	59437	Water Quality Sampling NPDES MS4 - 02/12/2021	700.00
Total 580 - CIP - Water/Sewer						37,140.75

Total 00 - Non Departmental	495,781.23
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Department: 30 - Finance						
548	6025	Administrative Services	7615 Sebis Direct Inc	31738	Utility Bill Rendering Service for Drop Date 02/17/2021	1,188.13
549	6025	Administrative Services	7961 BridgePay Network Solutions LLC	7437	Utility Web & Business License Trans Fee - Feb 2021	195.63
Total 30 - Finance						1,383.76

Total 500 - Water/Sewer Fund	497,164.99
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Fund: 510 - City Owned Parking Fund						
550	6015	Communication Services	1027 Call One	391973	Communication Service 03/15-04/14/2021	209.49
551	6015	Communication Services	1027 Call One	391973	Communication Service 03/15-04/14/2021	1,036.00
552	6025	Administrative Services	7960 Passport Labs Inc	INV-1020034	Mobile Pay Parking Transaction Fee - Feb 2021	11.84
553	6320	R&M Parking Lots	1742 Fredriksen Fire Equipment Co	206925	Maint for Fire Extinguishers @ Parking Decks 3/3/21	1,640.55
554	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-38869-Y1Z6	Metro Square Elevator Repair 02/04/2021	2,273.00
555	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-39170-Q1N8	Monthly Elevator Inspections - 03/01/2021	252.50
556	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-39170-Q1N8	Monthly Elevator Inspections - 03/01/2021	121.20
557	7140	Electricity	1033 ComEd	0354464001-03/21	Electricity Service 02/05-03/08/2021	5,510.54
558	7140	Electricity	1033 ComEd	2239082030-03/21	Electricity Service 02/05-03/08/2021	1,160.49
559	7140	Electricity	1033 ComEd	4722388001-03/21	Electricity Service 02/05-03/08/2021	19.89
560	7140	Electricity	1033 ComEd	4791127023-03/21	Electricity Service 02/05-03/08/2021	3,646.24
561	7140	Electricity	1033 ComEd	5310303000-03/21	Electricity Service 02/05-03/08/2021	262.93
Total 510 - City Owned Parking Fund						16,144.67

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
Fund: 520 - Metra Leased Parking Fund						
562	6025	Administrative Services	7960 Passport Labs Inc	INV-1020034	Mobile Pay Parking Transaction Fee - Feb 2021	18.87
563	7140	Electricity	1033 ComEd	5222730006-03/21	Electricity Service 02/03-03/04/2021	106.25
564	7540	Land Lease	1165 Union Pacific Railroad Company	Feb 2021	Parking Fees for Feb 2021	141.37
Total 520 - Metra Leased Parking Fund						266.49

Fund: 600 - Risk Management Fund						
565	5345	Post-Employment Testing	8376 AMITA Chicago Hospitals Network	400042935	Laboratory Service on 07/07/20	140.00
566	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3341458 05114	MICA Claim Deductible 12/29/2020 L003341458	815.60
567	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3344269 051145	MICA Claim Deductible L003344269 12/30/2020	822.80
568	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3362541 051146	MICA Claim Deductible L003362541 01/26/2021	1,000.00
569	5570	Self Insured P&L Expense	1089 Autokrafters of Des Plaines	03/01/21 UNIT 52	Repairs - Police Unit #52 - 03/01/2021	4,002.32
Total 600 - Risk Management Fund						6,780.72

Fund: 610 - Health Benefits Fund						
570	6195	Miscellaneous Contractual Services	8374 Wex Health Incorporated	0001307572-IN	Commuter Monthly & FSA Monthly 02/01 - 02/28/21	560.00
571	6195	Miscellaneous Contractual Services	4651 Perspectives	98033	Employee Assistance Program March 2021	620.00
Total 610 - Health Benefits Fund						1,180.00

Fund: 700 - Escrow Fund						
572	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	185098	Public Notice for 3/1/21 Council Mtg-Publ 2/10/21	147.14
573	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	185206	Public Notice for 3/23/21 PZB Meeting-Publ 3/3/21	86.55
574	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	185206	Public Notice for 3/23/21 PZB Meeting-Publ 3/3/21	86.55
575	2493	Escrow - CED Development	8133 Elrod Friedman LLP	3368	2-21 Reimb Redevelopment	440.00
576	2493	Escrow - CED Development	8133 Elrod Friedman LLP	3369	2-21 Reimb Redevelopment	1,400.00
577	2493	Escrow - CED Development	8133 Elrod Friedman LLP	3371	2-21 Reimb Redevelopment	600.00
578	2493	Escrow - CED Development	8133 Elrod Friedman LLP	3386	2-21 Non-Retainer Matters	275.00
579	2494	Park Fee In-Lieu	1281 Des Plaines Park District	CED 4340	Distribution of Park in Lieu Fee-1425 Ellinwood R-49-21	286,359.00
Total 700 - Escrow Fund						289,394.24

Grand Total					2,971,881.65
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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Public Works & Engineering					
Division: 535 - Facilities & Grounds Maintenance					
580	7110	Natural Gas	1064 Nicor	02/16/21 x600008	Natural Gas Service 01/18-02/15/2021151.06
Total 535 - Facilities & Grounds Maintenance					151.06
Division: 540 - Vehicle Maintenance					
581	6195	Miscellaneous Contractual Services	7631 T-Mobile USA Inc	965199112-Feb21	Vehicle Positioning System 01/21-02/20/2021252.00
Total 540 - Vehicle Maintenance					252.00
Total 50 - Public Works & Engineering					403.06
Police Department					
Division: 610 - Uniformed Patrol					
582	6015	Communication Services	1032 Comcast	02/18/21 x6724	Internet/Cable Service March 2021104.60
Total 610 - Uniformed Patrol					104.60
Division: 630 - Support Services					
583	6015	Communication Services	1009 AT&T	847R18054602-21	Communication Service 02/28-03/27/202163.55
Total 630 - Support Services					63.55
Total 60 - Police Department					168.15
Fire Department					
Division: 730 - Emergency Management Agency					
584	6015	Communication Services	1032 Comcast	02/22/21 x6716	Internet/Cable Service March 202162.76
Total 730 - Emergency Management Agency					62.76
Total 70 - Fire Department					62.76
Department: 90 - Overhead					
585	6015	Communication Services	1032 Comcast	02/11/21 x1141R	Internet/Cable Service 02/18-03/17/2021434.64
586	6015	Communication Services	1032 Comcast	02/20/21 x6732	Internet/Cable Service March 202162.76
587	6015	Communication Services	1032 Comcast	117401202R	Internet/Cable Service 12/15/2020-02/14/20213,150.00
Total 90 - Overhead					3,647.40
Total 100 - General Fund					4,281.37

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 201 - TIF #1 Downtown Fund					
588	6000	Professional Services	1332 Kane McKenna & Associates	17400R TIF Consulting Services - FY 2020 Tax Protests 09/01-09/23/2020	215.00
Total 201 - TIF #1 Downtown Fund					215.00
Fund: 203 - TIF #3 Wille Road Fund					
589	6000	Professional Services	1332 Kane McKenna & Associates	17400R TIF Consulting Services - FY 2020 Tax Protests 09/01-09/23/2020	215.00
Total 203 - TIF #3 Wille Road Fund					215.00
Fund: 205 - TIF #5 Perry/Lee Fund					
590	6000	Professional Services	1332 Kane McKenna & Associates	17400R TIF Consulting Services - FY 2020 Tax Protests 09/01-09/23/2020	215.00
Total 205 - TIF #5 Perry/Lee Fund					215.00
Fund: 206 - TIF #6 Mannheim/Higgins Fund					
591	6000	Professional Services	1332 Kane McKenna & Associates	17400R TIF Consulting Services - FY 2020 Tax Protests 09/01-09/23/2020	215.00
Total 206 - TIF #6 Mannheim/Higgins Fund					215.00
Fund: 207 - TIF #7 Mannheim/Higgins South					
592	6000	Professional Services	1332 Kane McKenna & Associates	17400R TIF Consulting Services - FY 2020 Tax Protests 09/01-09/23/2020	215.00
Total 207 - TIF #7 Mannheim/Higgins South					215.00
Grand Total					5,356.37

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JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund						
593	2478	DUI Fines	1518 Intoximeters Inc	PC - 31006	1 Dry Gas Canister	218.50
Elected Office						
Division: 110 - Legislative						
594	7310	Publications	1050 Journal & Topics Newspapers	PC - 31001	Feb 2021 Online Newspaper Subscription - Mayor's Office	5.99
Total 110 - Legislative						5.99
Total 10 - Elected Office						5.99

City Administration						
Division: 230 - Information Technology						
595	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31064	Zoom Webinar Subscription 2/28/2021 - 3/29/2021	40.00
596	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31066	Zoom Standard Pro Annual Proration 2/2/21 - 3/29/21	23.00
597	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 31070	Cityofdesplaines.info Renewal 2/7/21 - 2/6/22	84.96
598	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 31071	Tasteofdesplaines.org Renewal 2/8/21 - 2/7/22	23.98
599	7200	Other Supplies	4348 Amazon.Com	PC - 31072	K-Cup Coffee for IT Department	29.38
600	7320	Equipment < \$5,000	7256 Wilson Electronics LLC	PC - 31065	Cell Phone Signal Booster for City Hall Building	1,398.24
601	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31067	4 Port USB Hub for IT Department	14.98
602	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31068	Apple USB Power Adapter for City Use	56.97
603	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31069	USB Extension Cables for City Use	23.48
604	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31073	Coax Extension Cable and Outdoor Antenna for City Hall Building	163.90
605	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31074	Seagate Internal Hard Drive for City Use	169.90
606	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31075	Coaxial Connectors for City Hall Building	44.95
607	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31076	Coaxial Adapters for City Hall Building	7.99
608	7320	Equipment < \$5,000	8260 GPSCity.com	PC - 31077	RAM Mounting Kit for Police Department	258.58
609	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31078	16 AWG Power Extension Chords for City Use	21.74
610	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31079	TV Wall Mount for Media Director	55.49
611	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31081	Samsung 55" TV for Media Director	647.99
612	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31083	External Blue Ray Reader for Police Records	88.99
Total 230 - Information Technology						3,154.52

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JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 240 - Media Services						
613	5310	Membership Dues	1446 IL NATOA	PC - 30994	2021 Dues - IL Chap NATOA - Media Specialist	80.00
614	5310	Membership Dues	1254 NATOA	PC - 30995	2021 Dues - NATOA - Media Specialist	630.00
615	5310	Membership Dues	5414 3CMA	PC - 31019	2021 Communications and Mktg Assoc Membership-Dir Media Serv	711.68
616	5310	Membership Dues	8356 Emerging Local Government Leaders Network	PC - 31024	Annual Membership for 10 Media Staff Members 02/11/21-02/11/22	450.00
617	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	PC - 31003	Networking After Hours Event 2/9/2021-Sr Comm Coordinator	5.00
618	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	PC - 31021	Networking After Hours Event for February-Dir Media Services	5.00
619	6108	Public Relations & Communications	1050 Journal & Topics Newspapers	PC - 31018	1/2 Page Ad LRS Info 01/20/2021	650.00
620	6195	Miscellaneous Contractual Services	5096 iStock	PC - 31002	iStock Essentials 25/Pkg for Illustration Rights 1/29-2/28/21	65.00
621	6195	Miscellaneous Contractual Services	8370 Canva Pty Ltd	PC - 31004	Subscription-CanvaPro Online Graphic Design Prog 2/12/21-2/12/22	119.40
622	7310	Publications	1456 Chicago Tribune	PC - 31020	Past Due for Chicago Tribune Subscription for 2020	108.35
623	7310	Publications	1050 Journal & Topics Newspapers	PC - 31022	One Month (Feb) Trial Subscription-Dir Media Services	0.89
624	7310	Publications	1050 Journal & Topics Newspapers	PC - 31023	Digital Access Subscription-Dir of Media Serv 2/1/2021-1/31/2022	66.00
625	7310	Publications	1050 Journal & Topics Newspapers	PC - 31025	Refund for Feb Trial Subscription	(0.89)
626	8000	Computer Software	4444 Misc Vendor for Procurement Card	PC - 30993	Downie 4 Video Downloading Software	19.99
Total 240 - Media Services						2,910.42

Division: 250 - Human Resources						
627	5325	Training	1546 IPELRA	PC - 31009	2021 ILPELRA Employment Seminars 03/05/2021-3 HR Attendees	387.00
628	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31008	1 Anker 2.4 Wireless Vertical Ergonomic Optical Mouse	35.16
Total 250 - Human Resources						422.16

Total 20 - City Administration					6,487.10
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Department: 30 - Finance						
629	7000	Office Supplies	4348 Amazon.Com	PC - 31085	2 Boxes of Avery Laser File Folder Labels	63.36

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
630	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31086	2 Space Heaters	159.96
631	7550	Miscellaneous Expenses	4348 Amazon.Com	PC - 31084	2 Boxes of K-Cup Coffee Pods	69.98
Total 30 - Finance						293.30

Community Development						
Division: 410 - Building & Code Enforcement						
632	5325	Training	4444 Misc Vendor for Procurement Card	PC - 31014	EduCode21-15 Training Sessions for 4 Bldg Insp 3/1-3/5/2021	540.75
633	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31011	Zoom Subscription for CED 2/1/2021-2/1/2022	149.90
634	7000	Office Supplies	4348 Amazon.Com	PC - 31013	2 Boxes of Credit Card Machine Tape	29.70
635	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 31015	File Rename Software for Building Department	29.95
636	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 31016	3 Boxes of Shoe Covers for Inspectors	102.21
637	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31012	2 Outlet Testers for Building Inspectors	25.25
Total 410 - Building & Code Enforcement						877.76

Division: 420 - Planning & Zoning						
638	5310	Membership Dues	6609 Int'l Economic Development Council	PC - 31010	IEDC Membership 1/1/2021-12/31/2021 - City-Wide	455.00
Total 420 - Planning & Zoning						455.00

Total 40 - Community Development						1,332.76
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Public Works & Engineering						
Division: 100 - Administration						
639	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 30997	Zoom Subscription 2/7/21-3/6/21	14.99
640	7200	Other Supplies	4348 Amazon.Com	PC - 30996	Dashcam and Cables	163.22
641	7200	Other Supplies	4348 Amazon.Com	PC - 30998	SD Cards for Camera	71.82
642	7200	Other Supplies	4348 Amazon.Com	PC - 30999	SD Card Reader for Camera	19.48
Total 100 - Administration						269.51

Division: 510 - Engineering						
643	5310	Membership Dues	1563 American Water Works Assoc (AWWA)	PC - 31046	Membership Dues 4/1/2021-03/31/2022 - Dir of PW/ENG	83.00
644	7200	Other Supplies	1753 American Public Works Association - APWA	PC - 31047	2021 National Public Works Week Poster	38.10
Total 510 - Engineering						121.10

Division: 535 - Facilities & Grounds Maintenance						
645	7045	Supplies - Building R&M	1057 Menard Incorporated	PC - 31007	Reducing Washers for Door Systems Cabinets	12.35
Total 535 - Facilities & Grounds Maintenance						12.35

City of Des Plaines

Warrant Register 04/05/2021

JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 540 - Vehicle Maintenance						
646	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	PC - 31005	Tire Recycling 11/14/20	343.29
Total 540 - Vehicle Maintenance						343.29

Total 50 - Public Works & Engineering					746.25
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Police Department						
Division: 610 - Uniformed Patrol						
647	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 31055	Barrels, Flash Hiders, Gas Tubes, Pins for Patrol Carbines	747.80
Total 610 - Uniformed Patrol						747.80

Division: 620 - Criminal Investigation						
648	5325	Training	4418 EBS - Eventbrite	PC - 31058	Open Source Intelligence Investigations 3/5/2021-1 Detective	262.18
649	5325	Training	4418 EBS - Eventbrite	PC - 31059	Open Source Intelligence Investigations 3/5/2021-1 Detective	262.18
650	5325	Training	4418 EBS - Eventbrite	PC - 31060	Open Source Intelligence Investigations 3/5/2021-1 Detective	262.18
651	6015	Communication Services	8347 Browning Trail Cameras	PC - 31049	Cellular Connection-Trail Camera For Surveillance 2/20-3/20/21	29.99
Total 620 - Criminal Investigation						816.53

Division: 630 - Support Services						
652	7000	Office Supplies	4348 Amazon.Com	PC - 31052	DVDs, DVD Envelopes, Stamps, File Folders, Desk Organizer	373.72
653	7000	Office Supplies	4348 Amazon.Com	PC - 31053	Refund for DVDs and DVD Envelopes	(146.06)
654	7000	Office Supplies	4348 Amazon.Com	PC - 31054	Desk Pad, File Folders, Flash Drives, Batteries	83.44
655	7000	Office Supplies	4348 Amazon.Com	PC - 31057	Certificate Holders, Flash Drives, Coffee Filters	91.87
656	7000	Office Supplies	4348 Amazon.Com	PC - 31062	3 File Boxes	72.36
657	7200	Other Supplies	1057 Menard Incorporated	PC - 31063	Paint and Painting Supplies for Gym	346.16
658	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31061	Shredder	176.60
Total 630 - Support Services						998.09

Total 60 - Police Department					2,562.42
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Fire Department						
Division: 100 - Administration						
659	7000	Office Supplies	4348 Amazon.Com	PC - 31033	Dry Erase Markers	9.98

City of Des Plaines

Warrant Register 04/05/2021

JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
660	7000	Office Supplies	4348 Amazon.Com	PC - 31036	2 Magnetic Double-Sided Dry Erase Boards	104.93
661	7000	Office Supplies	4348 Amazon.Com	PC - 31039	Magnetic Dry Erase Board and Markers	14.95
Total 100 - Administration						129.86

Division: 710 - Emergency Services						
662	5310	Membership Dues	2033 IL Society of Fire Service Instructors	PC - 31037	2021 Dues-IL Society of Fire Service Instructors-Div Chief EMA	50.00
663	5325	Training	4425 American Council on Exercise	PC - 31028	Tuition for 2021 PFT Ace Fitness Certification-1 Paramedic	99.00
664	5325	Training	1252 NIPSTA	PC - 31038	HazMat Incident Command Class-2021 Winter Session - 1 LT	309.30
665	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 31034	2 Silicone T-Bar Waterblades	28.96
666	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 31035	Solenoid Bypass Part for Coffeemaker-Sta 62	41.01
667	7200	Other Supplies	2219 Jones & Bartlett Learning LLC	PC - 31029	4 Fire and Emergency Services Instructor Books	281.85
668	7200	Other Supplies	4348 Amazon.Com	PC - 31030	Dry Erase Whiteboard Paper-For Training Room Windows	43.44
669	7200	Other Supplies	4348 Amazon.Com	PC - 31031	Dry Erase Whiteboard Paper-For Training Room Windows	43.44
670	7200	Other Supplies	4348 Amazon.Com	PC - 31032	2 Pk Magnetic Dry Erase Boards	288.90
671	7200	Other Supplies	4348 Amazon.Com	PC - 31040	REFUND-Dry Erase Whiteboard Paper-For Training Room Windows	(43.44)
672	7200	Other Supplies	4348 Amazon.Com	PC - 31041	REFUND-Dry Erase Whiteboard Paper-For Training Room Windows	(43.44)
Total 710 - Emergency Services						1,099.02

Total 70 - Fire Department	1,228.88
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Department: 90 - Overhead						
673	6015	Communication Services	1533 Wide Open West LLC	PC - 31080	WOW Account 1246 Payment 11/21/2020-02/20/2021	917.02
674	6015	Communication Services	1533 Wide Open West LLC	PC - 31082	WOW Account 1246 Payment 1/21 - 2/20/2021	326.40
Total 90 - Overhead						1,243.42

Total 100 - General Fund	14,118.62
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Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
675	7300	Uniforms	4348 Amazon.Com	PC - 31050	Fleece Jacket for TRT Operator	37.18

City of Des Plaines

Warrant Register 04/05/2021

JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
676	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31051	2 Sets of Hearing Protection for TRT	273.89
677	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31056	Weapon Mounted Light and Foregrip for TRT.	129.98
Total 2620 - DEA						441.05

Program: 2640 - Forfeit						
678	7200	Other Supplies	5010 Petsmart Home Office, Inc	PC - 31017	Food for K9 Jager 2/15/2021	53.99
Total 2640 - Forfeit						53.99

Total 260 - Asset Seizure Fund						495.04
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Fund: 430 - Facilities Replacement Fund						
679	7045	Supplies - Building R&M	7287 House of Granite & Marble Company	PC - 31048	Granite for Theater Bathrooms	2,472.00
Total 430 - Facilities Replacement Fund						2,472.00

Fund: 500 - Water/Sewer Fund						
Division: 560 - Sewer Systems						
680	5310	Membership Dues	3414 Water Environment Federation	PC - 31027	Water Environment Fed Membership 03/01/2021-02/28/2022-Supt	105.00
681	7020	Supplies - Safety	4348 Amazon.Com	PC - 31026	Winter Gear for Maintenance Operator	229.98
Total 560 - Sewer Systems						334.98

Total 500 - Water/Sewer Fund						334.98
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Fund: 700 - Escrow Fund						
682	2235	Escrow - Mayors Initiatives	4639 Google	PC - 31000	2020 Restaurant Week Ad Refund	(108.50)
Total 700 - Escrow Fund						(108.50)

Grand Total						17,312.14
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City of Des Plaines

Warrant Register 04/05/2021

Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 2,971,881.65	**	4/5/2021
Manual Checks	\$ 5,356.37	**	3/10/2021
Payroll	\$ 1,235,287.08		3/12/2021
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ 17,312.14	**	3/23/2021
Chicago Water Bill ACH	\$ 155,437.38		3/31/2021
Postage Meter Direct Debits	\$ 3,000.00		3/3/2021
Utility Billing Refunds	\$ -		
Debt Interest Payment	\$ -		
IMRF Payments	\$ 152,805.20		3/8/2021
Employee Medical Trust			
Total Cash Disbursements:	<u>\$ 4,541,079.82</u>		

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Fifth Day of April 2021

Ayes _____ Nays _____ Absent _____

Jennifer L. Tsalapatanis, City Clerk

Matthew J. Bogusz, Mayor