



## VIRTUAL CITY COUNCIL MEETING

**Monday, May 17, 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, May 17, 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](mailto:publiccomments@desplaines.org).

Public comments received by 5 p.m., Monday, May 17, 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](mailto: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](http://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, May 17, 2021

Regular Session – 7:00 p.m.

Via Zoom Video Conference

[publiccomments@desplaines.org](mailto:publiccomments@desplaines.org)

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### **CALL TO ORDER**

### **REGULAR SESSION**

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

### **PUBLIC COMMENT – [publiccomments@desplaines.org](mailto: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. **RESOLUTION R-85-21:** Approving a Proposal from Christopher B. Burke Engineering, Ltd., Rosemont, Illinois for Final Engineering Services for the Lake Park Lake Outlet Revision Project in the Amount of \$62,000 of Which the City Will Share 60% of the Cost for in the Amount of \$37,200. Budgeted Funds – Capital Projects/Professional Services.
2. **RESOLUTION R-86-21:** Approving an Amendment to a Professional Services Agreement with TPI Building Code Consultants for Professional Inspection and Plan Review Services
3. **RESOLUTION R-88-21:** Approving an Agreement with Low Bidder Schroeder Asphalt Services, Inc., for 2021 CIP Street and Utility Improvements, MFT 21-00225-00-RS in the Amount of \$2,632,622.95. Budgeted Funds – Motor Fuel Tax (Rebuild Illinois Bond) and Water Fund.
4. **RESOLUTION R-92-21:** Approving the Purchase of a Genie S-125 Telescopic Boom Lift from United Rentals, Elk Grove Village, Illinois in the Amount of \$59,226.50. Budgeted Funds – Water/Sewer Equipment.
5. **RESOLUTION R-93-21:** Awarding the Bid for the 2021 Sewer Lining Project to Low Bidder Hoerr Construction, Inc., Goodfield, Illinois in the Amount of \$275,520.00. Budgeted Funds – Water/Sewer.
6. Minutes/Regular Meeting – May 3, 2021

## **REPORT OUT BY COMMITTEE ON COMMITTEES**

1. a. Committee Recommendation of Appointments and Designation of Chairs  
b. **RESOLUTION R-94-21:** Designating the Chairs, Vice-Chairs and Members of the Standing Committees of the Des Plaines City Council

## **UNFINISHED BUSINESS**

n/a

## **NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – *Chairman to be Determined*
  - a. Warrant Register in the Amount of \$3,011,537.70 – **RESOLUTION R-89-21**
2. **COMMUNITY DEVELOPMENT** – *Chairman to be Determined*
  - a. Consideration of a Resolution in Support of a Class 6b Property Tax Incentive Application to Cook County for 555 Howard Avenue – **RESOLUTION R-90-21**
  - b. Consideration of a Conditional use for the Property Located at 110 S. River Road for an Auto Service Repair Use – **ORDINANCE Z-32-21**
3. **PUBLIC SAFETY** – *Chairman to be Determined*
  - a. Consideration of 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 – **RESOLUTION R-63-21**

4. Discussion and Consideration to Modify the Flag Policy to Include the Rainbow Pride Flag – **RESOLUTION R-91-21**

**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.





PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: May 6, 2021  
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
From: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering  
Subject: Lake Park, Lake Outlet Revision, Final Engineering

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**Issue:** In connection with improvements at Lake Park, the Metropolitan Water Reclamation District of Greater Chicago is requiring the disconnection of the lake outlet from the combined sewer within Howard Avenue. Since 60% of the drainage area into the lake is from City-owned storm sewers, we are assisting the Des Plaines Park District with the project.

**Analysis:** In order to effectuate the disconnection from the combined sewer system, a storm water pumping station is required to pump the lake outlet to the storm sewer within Howard Avenue. The Des Plaines Park District hired Christopher B. Burke Engineering, Ltd. (CBBEL) for preliminary engineering services for the outlet revision. Final engineering is now necessary for plans and specifications, permitting, bidding, and construction observation.

A proposal was requested from CBBEL to provide the final engineering to complete the project. The proposal is in the amount of \$62,000. We are proposing to share the cost of this work with the Des Plaines Park District based on the drainage area of the storm water outlet, 60% City / 40% Park District.

**Recommendation:** We recommend approval of the proposal from Christopher B. Burke Engineering, Ltd., 9575 West Higgins Road, Suite 600, Rosemont, Illinois 60018 in the amount of \$62,000. The City's 60% share of the cost, \$37,200, would be funded from Capital Projects Fund, Professional Services.

**Attachments:**  
Resolution R-85-21  
Exhibit A – Agreement

**CITY OF DES PLAINES**

**RESOLUTION R - 85 - 21**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
THE DES PLAINES PARK DISTRICT AND CHRISTOPHER  
B. BURKE ENGINEERING, LTD., FOR PROFESSIONAL  
ENGINEERING SERVICES RELATED TO LAKE PARK.**

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

**WHEREAS**, in connection with improvements at Lake Park, the Metropolitan Water Reclamation District of Greater Chicago is requiring the disconnection of the lake outlet from the combined sewer within Howard Avenue; and

**WHEREAS**, in order to effectuate the disconnection from the combined sewer system, it is necessary to construct a storm water pumping station to pump the lake outlet to the storm sewer within Howard Avenue ("**Project**"); and

**WHEREAS**, 60 percent of the drainage area into the lake is from City-owned storm sewers; and

**WHEREAS**, the Des Plaines Park District ("**DPPD**") hired Christopher B. Burke Engineering, Ltd. ("**Consultant**") for preliminary engineering services for the Project; and

**WHEREAS**, DPPD is now ready to obtain final engineering services, including the preparation of plans and specifications, permitting, bidding, and construction observation, for the Project (collectively, "**Engineering Services**"); and

**WHEREAS**, DPPD requested a proposal from Consultant for the Engineering Services; and

**WHEREAS**, Consultant submitted a proposal in the not-to-exceed amount of \$62,000 to perform the Engineering Services; and

**WHEREAS**, the City desires to enter into an agreement with DPPD and Consultant for the procurement of the Engineering Services in the not-to-exceed amount of \$62,000 ("**Agreement**"); and

**WHEREAS**, pursuant to the Agreement, the City is responsible for 60 percent of the cost of the Engineering Services in the amount of \$37,200 ("**City Share**"); and

**WHEREAS**, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City purchasing policy, City staff has determined that the procurement of the

Engineering Services does not require competitive bidding because the Engineering Services require a high degree of professional skill and judgment where the ability or fitness of the individual plays an important part; and

**WHEREAS**, the City has sufficient funds in the Capital Projects Fund for the City Share of the Engineering Services from Consultant; and

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

**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: EXECUTION OF AGREEMENT.** The City Manager is hereby authorized and directed to execute, 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**



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

April 22, 2021

Des Plaines Park District  
2222 Birch Street  
Des Plaines, IL 60018

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

Attention: Mr. Donald Miletic,  
CPRP - Executive Director

Attention: Tim Oakley

Subject: Professional Engineering Services Proposal  
Lake Park – Lake Outlet Revision  
(CBBEL Proposal No. P20-0473)

Dear Mr. Miletic and Mr. Oakley:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional engineering services related to the preparation of final design engineering plans and specifications and construction observation services for a storm water pump station to be used for redirecting the Lake Opeka storm sewer outlet away from a combined sewer and into a storm sewer. Included in this proposal are our Understanding of the Assignment, Scope of Services and Estimated Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

On July 8, 2020, the Metropolitan Water Reclamation District (MWRD) sent a letter to the City of Des Plaines (City). This letter requested that the existing gated outlet from Lake Opeka be disconnected from the 48-inch combined sewer and be connected to the adjacent City's 48-inch storm sewer within 12 months. The existing Lake Opeka outlet is located at the northwest corner of the lake and is adjacent to the boathouse. The outlet pipe then proceeds to the northwest for approximately 100 feet where there is a gate. When this gate is open, lake water is conveyed northward for 200 feet and discharged to a 48-inch combined sewer. It is our understanding that the Des Plaines Park District dewateres the lake a few times a year when the high lake level threatens the lower level of the boathouse. This requires a pump station due to the elevation of the storm sewer. CBBEL will prepare final engineering plans and specifications for the pump station, prepare any required permit applications and perform construction observation services based on the Technical Memorandum and conceptual plans CBBEL prepared previously.

## **SCOPE OF SERVICES**

**Task 1 – Final Engineering Plans:** CBBEL will prepare the final engineering plans of the stormwater pump station. The final plans will include a General Plan and Elevation, General Notes, Typical Pump Station Sections, Pump Station Plan and Sections, and required mechanical and electrical details. The final submittal will include plans, specifications and a cost estimate.

**Task 2 – Permitting:** CBBEL will prepare the Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance (WMO) permit applications forms including Schedule A (Project Information), Schedule B (Sewer Information), Schedule C (Sewer Connection), Schedule P (Soil Erosion and Sediment Control), and Schedule W (Wetlands and Wetland Buffer). The completed forms along with the signed and sealed engineering plans will be submitted to the City of Des Plaines for review and signature. After receiving City of Des Plaines approval, the permit application package will be submitted to MWRD electronically.

**Task 3 – Bidding Assistance:** CBBEL will attend the bid opening and evaluate the bids and bidders to determine if the bids were submitted in accordance with the contract documents and if the bidders are qualified to perform the work. Following this review, CBBEL will provide a recommendation to the City for award of the construction contracts.

**Task 4 – Shop Drawing Review:** CBBEL will review shop drawings for the pump station submitted by the Contractor and prepare shop drawing review letters and stamp the submittals.

**Task 5 – Agency Coordination:** We will respond to up to two (2) MWRD comment letters.

**Task 6 – Construction Observation:** CBBEL will provide one part-time resident engineer for the duration of construction for the Lake Opeka storm water pump station project. Construction observation will include the following tasks:

- Observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the City informed of the progress of the work, guard the City against defects and deficiencies in the work, advise the City of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the City's liaison with the Contractor working principally through the Contractor's field superintendent.
- Be present whenever the Contractor is performing work on the project.
- Assist Contractors in dealing with any outside agencies.
- Inspect erosion and sediment control measures and notify the Contractor of any deficiencies.
- Review construction notices created by Contractor and ensure they are being distributed.

- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, submittals, reproductions or original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all Contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prepare payment requisitions and change orders for the City's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the Village.
- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the City, prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the City concerning acceptance.
- Except upon written instructions of the City, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.

#### **ESTIMATED FEE**

<b>Task</b>	<b>Description</b>	<b>Cost</b>
1	Final Engineering Plans	\$24,000
2	Shop Drawing Review	\$4,500
3	Bidding Assistance	\$4,000
4	Permitting	\$4,000
5	Agency Coordination	\$2,500
6	Construction Observation	\$22,500
	Direct Costs	\$500
	<b>Total:</b>	<b>\$62,000</b>

We will bill you at the hourly rates specified on the attached Schedule of Charges. Direct costs for photocopying, mailing, mileage, and report binding are included in the preceding Fee Estimate. We will establish our contract in accordance with the attached General Terms and Conditions. These Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis.

Please sign both copies of this agreement and return one copy as an indication of acceptance and notice to proceed.

Sincerely,



Michael Kerr, PE  
President

JPC/pjb

Encl: Schedule of Charges  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS & CONDITIONS  
ACCEPTED FOR DES PLAINES PARK DISTRICT:

BY: Paul Cathey  
TITLE: Deputy Director  
DATE: 7/27/21

ACCEPTED FOR CITY OF DES PLAINES:

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**APRIL, 2020**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Landscape Designer I/II	94
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2020.



CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".



17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:



Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: May 5, 2021

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

From: Michael McMahon, Community and Economic Development Director *mm*  
Alexander Franco, Community and Economic Development Building Official *AF*

Subject: TPI Building Code Consultants – Amendment to Professional Service Agreement

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**Issue:** The Community and Economic Development Department currently utilizes the services of TPI Building Code Consultants, Inc (TPI) on a temporary basis for operational inspections and plan reviews.

**Analysis:** On January 7, 2021, the City entered into a professional service agreement with TPI in the not-to-exceed amount of \$19,500.

The current professional service agreement and subsequent purchase order with TPI has been expended and requires City Council approval for additional funds in order to continue utilizing TPI services in the short-term. City staff is requesting the current professional service agreement be amended and the current purchase order be extended with an additional \$30,000 bringing the total not-to-exceed amount of the Agreement to \$49,500. This will bridge the gap until a longer-term solution is identified. This is a budgeted item under Professional Services.

**Recommendation:** I recommend the City Council waive bidding requirements and approve Resolution R-86-21 approving an amendment to the current professional services agreement with TPI Building Code Consultants in an amount not to exceed \$49,500.

**Attachment:**

Resolution R-86-21

Exhibit A: First Amendment to the Professional Services Agreement

**CITY OF DES PLAINES**

**RESOLUTION R - 86 - 21**

**A RESOLUTION APPROVING THE FIRST AMENDMENT  
TO THE AGREEMENT WITH TPI BUILDING CODE  
CONSULTANTS FOR PROFESSIONAL INSPECTION AND  
PLAN REVIEW SERVICES.**

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

**WHEREAS**, the City's Community and Economic Development Department was in need to procure certain health and operational inspection and building plan review services (collectively, "***Services***"); and

**WHEREAS**, on January 7, 2021, the City entered into a professional service agreement ("***Agreement***") with TPI Building Code Consultants, Inc. ("***Consultant***") for the performance of the Services on an as-needed basis (collectively, "***Services***") at rates set forth in the Agreement up to an amount not to exceed \$19,500; and

**WHEREAS**, the Consultant has performed the Services to the satisfaction of the City; and

**WHEREAS**, in order to continue to utilize the Consultant for the Services, the City desires to amend the Agreement to increase to total not-to-exceed amount by \$30,000 to a total not-to-exceed amount of \$49,500 ("***First Amendment***"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements and enter into the First Amendment to the Agreement with Consultant;

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

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

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

**SECTION 3: APPROVAL OF FIRST AMENDMENT.** The City Council hereby approves the First Amendment to the Agreement 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 FIRST AMENDMENT.** The City Council authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final First Amendment.

**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**

## EXHIBIT A

### FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DES PLAINES AND TPI BUILDING CODE CONSULTANTS, INC. FOR INSPECTION SERVICES

THIS IS A FIRST AMENDMENT ("*First Amendment*"), dated as of \_\_\_\_\_, 2021, to that certain City of Des Plaines Professional Services Agreement for Inspection Services dated as of January 7, 2021 ("*Agreement*"), between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation ("*City*"), and TPI Building Code Consultants, Inc. ("*Consultant*").

In consideration of the mutual covenants set forth in this First Amendment, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant agree as follows:

#### **SECTION 1. BACKGROUND.**

A. On January 7, 2021, the City and the Consultant entered into the Agreement for the performance by the Consultant of certain plan review and inspection services ("*Services*") for the City on an as-needed basis; and

B. Section 1.D of the Agreement provides that the total amount billed under the Agreement shall not exceed \$19,500 ("*Agreement Amount*").

C. Section 8.A of the Agreement provides that no amendment or modification to the Agreement is effective unless it is in writing and agreed to by the City and Consultant.

D. Pursuant to Section 8.A of the Agreement, the City and the Consultant desire to amend Section 1.D of the Agreement to increase the Agreement Amount to \$49,500 in accordance with the provisions of this First Amendment;

#### **SECTION 2. DEFINITIONS.**

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

#### **SECTION 3. AGREEMENT AMOUNT.**

Section 1.D of the Agreement is hereby amended as follows (**additions are bold, double-underlined**; ~~deletions are struck through~~):

"The total amount billed by the Consultant for the Services under this Agreement shall not exceed **\$49,500** ~~\$19,500~~, at the unit prices outlined in the Scope of Services, including reimbursable expenses as identified in the Scope of Work, unless amended pursuant to Subsection 8A of this Agreement."

#### **SECTION 4. EFFECT.**

All terms, conditions and provisions of the Agreement that are not specifically amended, modified, or supplemented by this First Amendment shall remain unchanged and in full force and effect as if fully set forth herein. In the event of a conflict between the text of the Agreement and the text of this First Amendment, the text of this First Amendment shall control.

#### **SECTION 5. REPRESENTATIONS.**

**A. By City.** The City hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so by the City Council of the City of Des Plaines; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms.

**B. By Consultant.** The Consultant hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have full authority to bind the Consultant to the obligations set forth in this First Amendment and to so act on behalf of the Consultant; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the Consultant enforceable in accordance with its terms.

#### **SECTION 6. COUNTERPART EXECUTION.**

This First Amendment may be executed in several counterparts, each of which, when executed, will be deemed to be an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to the Contract as of the day and year first above written.

**CITY:**

**CITY OF DES PLAINES**, an Illinois home rule municipal corporation

**ATTEST:**

By: \_\_\_\_\_  
Jessica M. Mastalski  
City Clerk

By: \_\_\_\_\_  
Michael Bartholomew  
City Manager

**CONSULTANT:**

**TPI BUILDING CODE**  
**CONSULTANTS, INC.** an Illinois corporation

**ATTEST:**

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

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





PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: May 6, 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 (CIP) Street & Utility Improvements,  
Contract MFT 21-00225-00-RS Bid Award

**Issue:** Bids for the 2021 CIP Street & Utility Improvements, Contract MFT 21-00225-00-RS, were opened on Monday, April 26, 2021.

**Analysis:** The scope of work includes street reconstruction, street rehabilitation, resurfacing, and utility work at the following locations:

LOCATION	LIMITS	ACTIVITY	COMMENCING
Craig Dr	Patton Dr to Pratt Av	Resurface	June 2021
Dover Dr	Pennsylvania Av to Mt Prospect Rd	Resurface	June 2021
Heather Ln	Kingston Ct to Kingston Ct	Resurface	June 2021
Joseph Ave	David Dr to Fox Ln	Rehabilitation, 8" Water Main	June 2021
Locust St	Everett Av to South End	Resurface	June 2021
Northeast Pl	E Grant Dr to E Villa	Reconstruction, 8" Water Main	June 2021
Northeast Pl	E Grant Dr to Thacker St	Resurface	June 2021
Pearle Dr	David Dr to Fox Ln	Rehabilitation, 8" Water Main	June 2021
Pine St	Howard Av to Highland Dr	Reconstruction, 8" Water Main	June 2021
Princeton St	Radcliffe Av to Cambridge Rd	Resurface	June 2021
Prospect Ave	White St to Maple St	Resurface	June 2021
Second Ave	Golf Rd to S Golf Cul De Sac	Resurface	June 2021
South Ln	Sunset Av to North End	Resurface	June 2021
Sunset Ave	Stillwell Dr to Scott St	Resurface	June 2021
Walnut Ave	Margret St to Jeannette St	Resurface	June 2021

Following are the bid results:

<b>BIDDER'S NAME</b>	<b>BID AMOUNT</b>
Schroeder Asphalt Services, Inc.	\$2,632,622.95
A Lamp Concrete Contractors	\$2,767,770.25
John Neri Construction Co.	\$2,993,029.80
Copenhaver Construction, Inc	\$3,258,372.30

The Engineer's Estimate was \$2,917,095.

**Recommendation:** References supplied by the low bidder, Schroeder Asphalt Services, Inc., are favorable. We recommend award of the 2021 CIP Street and Utility Improvements, Contract MFT 21-00-00225-00-RS, project to Schroeder Asphalt Services, Inc. in the amount of \$2,632,622.95. Funding source will be MFT Fund (Rebuild Illinois Bond) and Water Fund.

**Attachments:**

Attachment 1 - Bid Tabulation

Resolution R-88-21

Exhibit A - Contract

County: Cook

Local Agency: Des Plaines

Section: 2021 CIP Contract MFT 21-00225-00-RS - Street & Utility Imp

Estimate: \$2,917,095.00

Date: 4/26/2021

Time: 10:00 AM

Attended By: Jon Duddles

Name of Bidder:  
Address of Bidder:

Schroeder Asphalt Services, Inc.  
P.O. Box 831  
Huntley, IL 60142

A Lamp Concrete Contractors  
1900 Wright Blvd  
Schaumburg, IL 60193

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

Copenhaver Construction, Inc  
75 Koppie Drive  
Gilberts, IL 60136

Proposal Guarantee:  
Terms:

Approved Engineer's  
Estimate

Unit Price

Total

Unit Price

Total

Unit Price

Total

Unit Price

Total

Unit Price

Total

1	EXPLORATION TRENCH		FOOT	400	\$10.00	\$ 4,000.00	\$10.00	\$ 4,000.00	\$1.00	\$ 400.00	\$3.00	\$ 1,200.00	\$10.00	\$ 4,000.00
2	INLET FILTERS		EACH	101	\$125.00	\$ 12,625.00	\$125.00	\$ 12,625.00	\$10.00	\$ 1,010.00	\$5.00	\$ 505.00	\$30.00	\$ 3,030.00
3	TREE REMOVAL (6 TO 15 INCH-DIAMETER)		IN-DIA	26	\$30.00	\$ 780.00	\$38.00	\$ 988.00	\$30.00	\$ 780.00	\$25.00	\$ 650.00	\$40.00	\$ 1,040.00
4	TREE REMOVAL (OVER 15 INCH-DIAMETER)		IN-DIA	214	\$55.00	\$ 11,770.00	\$39.00	\$ 8,346.00	\$35.00	\$ 7,490.00	\$30.00	\$ 6,420.00	\$32.00	\$ 6,848.00
5	TREE TRUNK PROTECTION		EACH	75	\$100.00	\$ 7,500.00	\$225.00	\$ 16,875.00	\$35.00	\$ 2,625.00	\$5.00	\$ 375.00	\$110.00	\$ 8,250.00
6	TREE ROOT PRUNING		EACH	7	\$110.00	\$ 770.00	\$195.00	\$ 1,365.00	\$125.00	\$ 875.00	\$125.00	\$ 875.00	\$100.00	\$ 700.00
7	M.H., C.B., V.V., TO BE REMOVED		EACH	6	\$350.00	\$ 2,100.00	\$375.00	\$ 2,250.00	\$400.00	\$ 2,400.00	\$400.00	\$ 2,400.00	\$700.00	\$ 4,200.00
8	ABANDON EXISTING VALVE AND VAULT		EACH	6	\$350.00	\$ 2,100.00	\$200.00	\$ 1,200.00	\$400.00	\$ 2,400.00	\$350.00	\$ 2,100.00	\$850.00	\$ 5,100.00
9	C.B., TY-C, 2' DIA., CURB FRAME & HIGH FLOW GRATE		EACH	6	\$1,700.00	\$ 10,200.00	\$1,650.00	\$ 9,900.00	\$2,000.00	\$ 12,000.00	\$1,800.00	\$ 10,800.00	\$2,100.00	\$ 12,600.00
10	C.B., TY-A, 4' DIA., CURB FRAME & HIGH FLOW GRATE		EACH	3	\$3,500.00	\$ 10,500.00	\$3,950.00	\$ 11,850.00	\$3,750.00	\$ 11,250.00	\$4,350.00	\$ 13,050.00	\$4,700.00	\$ 14,100.00
11	M.H.,C.B.,V.V. TO BE ADJUSTED, NEW FRAME & LID		EACH	16	\$650.00	\$ 10,400.00	\$725.00	\$ 11,600.00	\$650.00	\$ 10,400.00	\$700.00	\$ 11,200.00	\$625.00	\$ 10,000.00
12	M.H.,C.B.,V.V. TO BE RECONSTRUCTED, NEW FRAME & LID		EACH	3	\$1,500.00	\$ 4,500.00	\$1,625.00	\$ 4,875.00	\$1,500.00	\$ 4,500.00	\$1,200.00	\$ 3,600.00	\$1,650.00	\$ 4,950.00
13	STORM MANHOLE, TY-A, 4' DIA, ROUND FRAME & CLOSED LID		EACH	1	\$3,500.00	\$ 3,500.00	\$3,850.00	\$ 3,850.00	\$3,500.00	\$ 3,500.00	\$4,200.00	\$ 4,200.00	\$4,900.00	\$ 4,900.00
14	STORM MANHOLE, TY-A, 5' DIA, ROUND FRAME & CLOSED LID		EACH	1	\$7,500.00	\$ 7,500.00	\$6,950.00	\$ 6,950.00	\$5,000.00	\$ 5,000.00	\$4,800.00	\$ 4,800.00	\$5,700.00	\$ 5,700.00
15	SAN. M.H. TO BE ADJUSTED, NEW FRAME & LID		EACH	6	\$750.00	\$ 4,500.00	\$750.00	\$ 4,500.00	\$650.00	\$ 3,900.00	\$900.00	\$ 5,400.00	\$825.00	\$ 4,950.00
16	FIRE HYDRANT REMOVAL		EACH	6	\$500.00	\$ 3,000.00	\$350.00	\$ 2,100.00	\$650.00	\$ 3,900.00	\$900.00	\$ 5,400.00	\$1,100.00	\$ 6,600.00
17	FIRE HYDRANT AND AUXILIARY VALVE		EACH	10	\$5,800.00	\$ 58,000.00	\$7,975.00	\$ 79,750.00	\$7,000.00	\$ 70,000.00	\$6,400.00	\$ 64,000.00	\$5,900.00	\$ 59,000.00
18	WATER MAIN, 4 INCH DUCTILE IRON PIPE , CL 52		FOOT	5	\$100.00	\$ 500.00	\$150.00	\$ 750.00	\$135.00	\$ 675.00	\$125.00	\$ 625.00	\$210.00	\$ 1,050.00
19	WATER MAIN, 6 INCH DUCTILE IRON PIPE , CL 52		FOOT	125	\$110.00	\$ 13,750.00	\$90.00	\$ 11,250.00	\$140.00	\$ 17,500.00	\$125.00	\$ 15,625.00	\$125.00	\$ 15,625.00
20	WATER MAIN, 8 INCH DUCTILE IRON PIPE , CL 52		FOOT	2,633	\$125.00	\$ 329,125.00	\$105.00	\$ 276,465.00	\$145.00	\$ 381,785.00	\$167.00	\$ 439,711.00	\$96.00	\$ 252,768.00
21	WATER MAIN, 12 INCH DUCTILE IRON PIPE , CL 52		FOOT	20	\$140.00	\$ 2,800.00	\$120.00	\$ 2,400.00	\$165.00	\$ 3,300.00	\$225.00	\$ 4,500.00	\$100.00	\$ 2,000.00
22	WATER SERVICE LINE, 1 INCH		FOOT	225	\$15.00	\$ 3,375.00	\$25.00	\$ 5,625.00	\$1.00	\$ 225.00	\$15.00	\$ 3,375.00	\$65.00	\$ 14,625.00
23	WATER SERVICE LINE, 1 1/2 INCH		FOOT	1,700	\$15.00	\$ 25,500.00	\$30.00	\$ 51,000.00	\$1.00	\$ 1,700.00	\$0.10	\$ 170.00	\$59.00	\$ 100,300.00
24	WATER SERVICE SADDLE, 1 1/2 INCH		EACH	60	\$450.00	\$ 27,000.00	\$450.00	\$ 27,000.00	\$650.00	\$ 39,000.00	\$600.00	\$ 36,000.00	\$590.00	\$ 35,400.00
25	CORPORATION STOP, 1 1/2 INCH		EACH	60	\$800.00	\$ 48,000.00	\$500.00	\$ 30,000.00	\$650.00	\$ 39,000.00	\$1,350.00	\$ 81,000.00	\$425.00	\$ 25,500.00
26	CURB STOP, 1 1/2 INCH		EACH	60	\$800.00	\$ 48,000.00	\$500.00	\$ 30,000.00	\$500.00	\$ 30,000.00	\$950.00	\$ 57,000.00	\$415.00	\$ 24,900.00
27	CURB BOX, 1 1/2 INCH		EACH	60	\$250.00	\$ 15,000.00	\$450.00	\$ 27,000.00	\$500.00	\$ 30,000.00	\$250.00	\$ 15,000.00	\$422.00	\$ 25,320.00
28	GATE VALVE, 6 INCH, 48 INCH DIA VAULT, ROUND FRAME, CLOSED LID		EACH	3	\$4,000.00	\$ 12,000.00	\$4,450.00	\$ 13,350.00	\$4,500.00	\$ 13,500.00	\$4,750.00	\$ 14,250.00	\$4,110.00	\$ 12,330.00
29	GATE VALVE, 8 INCH, 48 INCH DIA VAULT, ROUND FRAME, CLOSED LID		EACH	7	\$4,500.00	\$ 31,500.00	\$5,450.00	\$ 38,150.00	\$5,000.00	\$ 35,000.00	\$5,200.00	\$ 36,400.00	\$4,750.00	\$ 33,250.00
30	WATER MAIN FITTINGS, RESTRAINED JOINT		POUND	3,200	\$1.00	\$ 3,200.00	\$0.50	\$ 1,600.00	\$0.01	\$ 32.00	\$0.01	\$ 32.00	\$8.00	\$ 25,600.00
31	PIPE REMOVAL, ALL SIZES AND TYPES		FOOT	296	\$10.00	\$ 2,960.00	\$10.00	\$ 2,960.00	\$10.00	\$ 2,960.00	\$5.00	\$ 1,480.00	\$10.00	\$ 2,960.00
32	STORM SEWER, DUCTILE IRON PIPE, 12 INCH, CL 52		FOOT	307	\$100.00	\$ 30,700.00	\$85.00	\$ 26,095.00	\$140.00	\$ 42,980.00	\$180.00	\$ 55,260.00	\$91.00	\$ 27,937.00
33	STORM SEWER, DUCTILE IRON PIPE, 16 INCH, CL 52		FOOT	32	\$125.00	\$ 4,000.00	\$130.00	\$ 4,160.00	\$165.00	\$ 5,280.00	\$210.00	\$ 6,720.00	\$126.00	\$ 4,032.00
34	SANITARY SEWER LATERAL REPAIR, REMOVE & REPLACE, 6 INCH PVC, SDR 26		FOOT	100	\$50.00	\$ 5,000.00	\$25.00	\$ 2,500.00	\$50.00	\$ 5,000.00	\$48.00	\$ 4,800.00	\$100.00	\$ 10,000.00
35	TRENCH BACKFILL		CU.YD.	4,530	\$25.00	\$ 113,250.00	\$3.00	\$ 13,590.00	\$0.01	\$ 45.30	\$0.01	\$ 45.30	\$10.00	\$ 45,300.00
36	SIDEWALK REMOVAL		SQ. FT.	31,850	\$2.00	\$ 63,700.00	\$1.35	\$ 42,997.50	\$1.30	\$ 41,405.00	\$1.80	\$ 57,330.00	\$1.00	\$ 31,850.00
37	P.C.C. SIDEWALK		SQ. FT.	31,850	\$6.00	\$ 191,100.00	\$6.00	\$ 191,100.00	\$6.50	\$ 207,025.00	\$7.50	\$ 238,875.00	\$6.75	\$ 214,987.50

County: Cook

Local Agency: Des Plaines

Section: 2021 CIP Contract MFT 21-00225-00-RS - Street & Utility Imp

Estimate: \$2,917,095.00

Date: 4/26/2021

Time: 10:00 AM

Attended By: Jon Duddles

Name of Bidder:  
Address of Bidder:

Schroeder Asphalt Services, Inc.

P.O. Box 831

Huntley, IL 60142

A Lamp Concrete Contractors

1900 Wright Blvd

Schaumburg, IL 60193

John Neri Construction Co.

770 Factory Road

Addison, IL 60101

Copenhaver Construction, Inc

75 Koppie Drive

Gilberts, IL 60136

Proposal Guarantee:  
Terms:

Approved Engineer's  
Estimate

Item No.	Item		Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
38	DETECTABLE WARNINGS		SQ. FT.	1,220	\$30.00	\$ 36,600.00	\$22.00	\$ 26,840.00	\$30.00	\$ 36,600.00	\$28.00	\$ 34,160.00	\$35.00	\$ 42,700.00
39	REINFORCEMENT BARS, EPOXY COATED		FOOT	1,890	\$2.00	\$ 3,780.00	\$1.75	\$ 3,307.50	\$2.00	\$ 3,780.00	\$2.00	\$ 3,780.00	\$3.00	\$ 5,670.00
40	DRIVEWAY PAVEMENT REM. & P.C.C. REPL., 6 INCH		SQ. YD.	1,437	\$70.00	\$ 100,590.00	\$69.00	\$ 99,153.00	\$70.00	\$ 100,590.00	\$74.00	\$ 106,338.00	\$63.00	\$ 90,531.00
41	REMOVE AND RESET BRICK PAVER DRIVEWAY APRON		SQ. YD.	2	\$150.00	\$ 300.00	\$100.00	\$ 200.00	\$500.00	\$ 1,000.00	\$150.00	\$ 300.00	\$100.00	\$ 200.00
42	COMB. CONCRETE CURB AND GUTTER REMOVAL		FOOT	7,799	\$5.00	\$ 38,995.00	\$5.25	\$ 40,944.75	\$4.00	\$ 31,196.00	\$4.50	\$ 35,095.50	\$4.50	\$ 35,095.50
43	COMB. CONCRETE CURB AND GUTTER REPLACEMENT		FOOT	7,799	\$25.00	\$ 194,975.00	\$20.00	\$ 155,980.00	\$22.00	\$ 171,578.00	\$23.25	\$ 181,326.75	\$21.00	\$ 163,779.00
44	CONCRETE BASE COURSE, 6 INCH		SQ. YD.	387	\$65.00	\$ 25,155.00	\$32.50	\$ 12,577.50	\$60.00	\$ 23,220.00	\$68.00	\$ 26,316.00	\$43.00	\$ 16,641.00
45	TEMPORARY AGGREGATE, CA-6		TON	500	\$15.00	\$ 7,500.00	\$18.00	\$ 9,000.00	\$1.00	\$ 500.00	\$0.10	\$ 50.00	\$29.00	\$ 14,500.00
46	PAVEMENT PATCHING, 6 INCH		SQ. YD.	140	\$75.00	\$ 10,500.00	\$50.00	\$ 7,000.00	\$55.00	\$ 7,700.00	\$80.00	\$ 11,200.00	\$70.00	\$ 9,800.00
47	PAVEMENT REMOVAL MILLING, 3 INCH		SQ. YD.	29,540	\$3.50	\$ 103,390.00	\$3.10	\$ 91,574.00	\$3.00	\$ 88,620.00	\$3.60	\$ 106,344.00	\$3.50	\$ 103,390.00
48	PAVEMENT REMOVAL MILLING, 6 INCH		SQ. YD.	4,074	\$10.00	\$ 40,740.00	\$5.90	\$ 24,036.60	\$6.00	\$ 24,444.00	\$7.50	\$ 30,555.00	\$7.00	\$ 28,518.00
49	PAVEMENT REMOVAL, 14 INCHES		SQ. YD.	3,254	\$18.00	\$ 58,572.00	\$14.00	\$ 45,556.00	\$13.50	\$ 43,929.00	\$16.00	\$ 52,064.00	\$11.00	\$ 35,794.00
50	EARTH EXCAVATION		CU.YD.	1,100	\$40.00	\$ 44,000.00	\$33.50	\$ 36,850.00	\$41.50	\$ 45,650.00	\$42.00	\$ 46,200.00	\$42.00	\$ 46,200.00
51	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION		SQ. YD.	3,382	\$2.00	\$ 6,764.00	\$1.15	\$ 3,889.30	\$1.00	\$ 3,382.00	\$2.00	\$ 6,764.00	\$1.65	\$ 5,580.30
52	GRANULAR EMBANKMENT		CU.YD.	750	\$40.00	\$ 30,000.00	\$40.00	\$ 30,000.00	\$5.00	\$ 3,750.00	\$1.00	\$ 750.00	\$42.00	\$ 31,500.00
53	POROUS GRANULAR EMBANKMENT		CU.YD.	350	\$40.00	\$ 14,000.00	\$55.00	\$ 19,250.00	\$10.00	\$ 3,500.00	\$1.00	\$ 350.00	\$45.00	\$ 15,750.00
54	PREPARATION OF BASE		SQ. YD.	4,074	\$1.50	\$ 6,111.00	\$1.00	\$ 4,074.00	\$1.00	\$ 4,074.00	\$2.00	\$ 8,148.00	\$3.50	\$ 14,259.00
55	AGGREGATE BASE COURSE, TYPE B, 8 INCH		SQ. YD.	3,143	\$10.00	\$ 31,430.00	\$9.65	\$ 30,329.95	\$9.00	\$ 28,287.00	\$10.50	\$ 33,001.50	\$8.50	\$ 26,715.50
56	TEMPORARY PAVEMENT PATCH		TON	10	\$70.00	\$ 700.00	\$150.00	\$ 1,500.00	\$150.00	\$ 1,500.00	\$100.00	\$ 1,000.00	\$220.00	\$ 2,200.00
57	DRIVEWAY HMA SURFACE COURSE REMOVAL AND REPLACEMENT		SQ. YD.	50	\$65.00	\$ 3,250.00	\$30.00	\$ 1,500.00	\$45.00	\$ 2,250.00	\$60.00	\$ 3,000.00	\$45.00	\$ 2,250.00
58	HOT MIX ASPHALT BINDER COURSE, IL-19, N50, 4 INCH		TON	1,730	\$80.00	\$ 138,400.00	\$76.50	\$ 132,345.00	\$75.00	\$ 129,750.00	\$85.00	\$ 147,050.00	\$86.00	\$ 148,780.00
59	LEVELING BINDER (HAND METHOD), N50		TON	165	\$90.00	\$ 14,850.00	\$85.00	\$ 14,025.00	\$25.00	\$ 4,125.00	\$10.00	\$ 1,650.00	\$10.00	\$ 1,650.00
60	LEVELING BINDER (MACHINE METHOD), N50, 1 INCH		TON	1,785	\$80.00	\$ 142,800.00	\$80.00	\$ 142,800.00	\$80.00	\$ 142,800.00	\$85.00	\$ 151,725.00	\$86.00	\$ 153,510.00
61	BITUMINOUS MATERIALS (PRIME COAT)		GAL.	2,695	\$5.00	\$ 13,475.00	\$0.01	\$ 26.95	\$0.01	\$ 26.95	\$1.25	\$ 3,368.75	\$1.20	\$ 3,234.00
62	AGGREGATE (PRIME COAT)		TON	37	\$20.00	\$ 740.00	\$1.00	\$ 37.00	\$1.00	\$ 37.00	\$30.00	\$ 1,110.00	\$22.00	\$ 814.00
63	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50, 2 INCH		TON	4,435	\$90.00	\$ 399,150.00	\$77.00	\$ 341,495.00	\$80.00	\$ 354,800.00	\$82.00	\$ 363,670.00	\$81.00	\$ 359,235.00
64	GRADING AND SHAPING PARKWAYS		SQ. YD.	8,650	\$5.00	\$ 43,250.00	\$5.95	\$ 51,467.50	\$1.00	\$ 8,650.00	\$6.00	\$ 51,900.00	\$3.00	\$ 25,950.00
65	TOPSOIL PLACEMENT, 4 INCH AND SODDING		SQ. YD.	10,535	\$15.00	\$ 158,025.00	\$11.50	\$ 121,152.50	\$11.00	\$ 115,885.00	\$16.00	\$ 168,560.00	\$10.50	\$ 110,617.50
66	THERMOPLASTIC PVMT. MARKING LINE, 6 INCH		FOOT	2,032	\$3.00	\$ 6,096.00	\$1.65	\$ 3,352.80	\$2.50	\$ 5,080.00	\$2.50	\$ 5,080.00	\$4.00	\$ 8,128.00
67	THERMOPLASTIC PVMT. MARKING LINE, 24 INCH		FOOT	411	\$12.00	\$ 4,932.00	\$6.10	\$ 2,507.10	\$9.00	\$ 3,699.00	\$10.00	\$ 4,110.00	\$12.00	\$ 4,932.00
68	REMOVE SIGN PANEL ASSEMBLY		EACH	9	\$50.00	\$ 450.00	\$85.00	\$ 765.00	\$100.00	\$ 900.00	\$50.00	\$ 450.00	\$100.00	\$ 900.00
69	TELESCOPING STEEL SIGN SUPPORT		FOOT	120	\$20.00	\$ 2,400.00	\$17.50	\$ 2,100.00	\$15.00	\$ 1,800.00	\$16.00	\$ 1,920.00	\$35.00	\$ 4,200.00
70	SIGN PANEL, TYPE 1		SQ. FT.	29	\$30.00	\$ 870.00	\$30.00	\$ 870.00	\$25.00	\$ 725.00	\$25.00	\$ 725.00	\$29.00	\$ 841.00
71	PORTABLE TOILETS		EA. CAL. MO	17	\$300.00	\$ 5,100.00	\$300.00	\$ 5,100.00	\$300.00	\$ 5,100.00	\$250.00	\$ 4,250.00	\$165.00	\$ 2,805.00
72	CONTRACTOR'S FURNISHED CONSTRUCTION LAYOUT		LUMP SUM	1	\$30,000.00	\$ 30,000.00	\$15,000.00	\$ 15,000.00	\$40,000.00	\$ 40,000.00	\$8,500.00	\$ 8,500.00	\$45,000.00	\$ 45,000.00
73	TRAFFIC CONTROL AND PROTECTION		LUMP SUM	1	\$75,000.00	\$ 75,000.00	\$175,000.00	\$ 175,000.00	\$290,000.00	\$ 290,000.00	\$187,045.00	\$ 187,045.00	\$635,000.00	\$ 635,000.00

County: Cook				Date: 4/26/2021				Name of Bidder: Address of Bidder:		Schroeder Asphalt Services, Inc.		A Lamp Concrete Contractors		John Neri Construction Co.		Copenhaver Construction, Inc	
Local Agency: Des Plaines				Time: 10:00 AM						P.O. Box 831		1900 Wright Blvd		770 Factory Road		75 Koppie Drive	
Section: 2021 CIP Contract MFT 21-00225-00-RS - Street & Utility Imp										Huntley, IL 60142		Schaumburg, IL 60193		Addison, IL 60101		Gilberts, IL 60136	
Estimate: \$2,917,095.00																	
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	Unit Price	Total	Unit Price	Total	
					Total Bid:	As Read:	\$2,632,622.95		\$2,767,770.25		\$2,993,029.80		\$3,258,372.30				
						As Calculated:	\$2,632,622.95		\$2,767,770.25		\$2,993,029.80		\$3,258,372.30				

**CITY OF DES PLAINES**

**RESOLUTION R - 88 - 21**

**A RESOLUTION APPROVING AN AGREEMENT WITH SCHROEDER ASPHALT SERVICES, INC. FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM STREET AND UTILITY IMPROVEMENTS, MFT-21-00-00225-00-RS.**

**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 Motor Fuel Tax Fund (Rebuild Illinois Bond) and Water Fund for use by the Department of Public Works and Engineering during the 2021 fiscal year for the 2021 Capital Improvement Program Contract MFT 21-00-00225-00-RS - Street and Utility Improvements, which includes street reconstruction, street rehabilitation and utility work at various locations throughout the City ("**Work**"); and

**WHEREAS**, pursuant to Chapter Ten of Title One of the City of Des Plaines City Code, the City issued an invitation for bids for the performance of the Work; and

**WHEREAS**, the City received four bids, which were opened on April 26, 2021; and

**WHEREAS**, Schroeder Asphalt Services, Inc. ("**Contractor**") submitted the lowest responsible bid in the amount of \$2,632,622.95; 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 \$2,632,622.95 ("**Agreement**"); and

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

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

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

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

**SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT.** The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, final Agreement only after receipt by the City Clerk of at least one executed copy of the

Agreement from Contractor; provided, however, that if the City Clerk does not receive one executed copy of the Agreement from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the City Council, be null and void.

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 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 Schroeder Asphalt Services Inc for 2021 CIP Street & Utility Improvements



Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

CITY OF DES PLAINES

County

Cook

Section Number

21-00225-00-RS

Street Name/Road Name

VARIOUS

Type of Funds

MOTOR FUEL TAX

☐ CONTRACT BOND (when required)**For a County and Road District Project**

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

**For a Municipal Project**

Submitted/Approved/Passed

Signature

Date

Official Title

**Department of Transportation**☐ Concurrence in approval of award

Regional Engineer Signature

Date



Local Public Agency	Local Street/Road Name	County	Section Number
CITY OF DES PLAINES	VARIOUS	Cook	21-00225-00-RS

- THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_ between the City \_\_\_\_\_  
of Des Plaines \_\_\_\_\_, known as the party of the first part, and \_\_\_\_\_, known as the party of the second part.  
its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 21-00225-00-RS in CITY OF DES PLAINES, approved by the Illinois Department of Transportation on \_\_\_\_\_, are essential documents of this contract and are a part hereof.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest:	The _____ City _____ of Des Plaines
	Local Public Agency Type Name of Local Public Agency
Clerk	Date
<div></div>	<div></div>

(SEAL)

(If a Corporation)

Corporate Name	
President, Party of the Second Part	Date
By:	<div></div>

(SEAL)

(If a Limited Liability Corporation)

LLC Name	
Manager or Authorized Member, Party of the Second Part	Date
By:	<div></div>

(SEAL)

(If a Partnership)

Partner	Date
<div></div>	<div></div>
Partner	Date
<div></div>	<div></div>

(SEAL)

Partners doing Business under the firm name of Party of the Second Part

(If an individual)

Party of the Second Part	Date
<div></div>	<div></div>

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

CONTRACTOR’S CERTIFICATION

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

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

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

*[name of contractor]*

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

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

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

Attest:

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

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

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

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

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

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

(SEAL)

**CITY OF DES PLAINES**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**2021 CIP - STREET & UTILITY IMPROVEMENTS - MFT 21-00225-**  
**00-RS**

**ATTACHMENT 1**

**SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS**

**1. Project:**

**2021 STREET & UTILITY IMPROVEMENTS – MFT 21-00225-00-RS**

The project includes installation of new water main and service connections, abandonment or removal of old water main pipe, repair and replacement of storm catch basins, replacement of various existing storm sewers, street rehabilitation and resurfacing, pavement and base replacement, curb and gutter replacement, driveway apron replacement, miscellaneous sidewalk repairs, regrading of parkways, and miscellaneous landscaping restoration.

**2. Work Site:**

**Craig Drive (Patton to Pratt)**  
**Dover Drive (Pennsylvania to Mt Prospect)**

**Heather Lane (Kingston to Kingston)**  
**Joseph Avenue (Fox to David)**  
**Locust Street (Everett to south end)**  
**Northeast Place (East Villa to Thacker)**  
**Pearle Drive (Fox to David)**

**Pine Street (Highland to Howard)**  
**Princeton Street (Radcliffe to Cambridge)**  
**Prospect Avenue (White to Maple)**  
**Second Avenue (Golf to South Golf)**  
**South Lane (Sunset to north end)**  
**Sunset Avenue (Scott to Stillwell)**  
**Walnut Avenue (Margret to Jeannette)**

**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]**

IEPA – Public Water Supplies Construction Permit

MWRD – Watershed Management Ordinance Permit (WMO)



No Exceptions

**4. Commencement Date:**

The date of execution of the Contract by Owner.



\_\_\_\_\_ days after execution of the Contract by Owner.

**Monday, May 17, 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, October 29, 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.

STREET	START DATE	END DATE
<b>Craig Drive</b>	5/17/2021	7/2/2021
<b>Dover Drive</b>	5/17/2021	7/2/2021
<b>Heather Lane</b>	5/17/2021	7/2/2021
<b>Locust Street</b>	5/17/2021	7/2/2021
<b>Princeton Street</b>	5/17/2021	7/2/2021
<b>Prospect Avenue</b>	5/17/2021	7/2/2021
<b>Second Avenue</b>	5/17/2021	7/2/2021
<b>South Lane</b>	5/17/2021	7/2/2021
<b>Sunset Avenue</b>	5/17/2021	7/2/2021
<b>Walnut Avenue</b>	5/17/2021	7/2/2021
<b>Northeast Place</b>	5/17/2021	9/3/2021
<b>Pine Street</b>	5/17/2021	9/3/2021
<b>Joseph Avenue</b>	6/21/2021	10/29/2021
<b>Pearle Drive</b>	6/21/2021	10/29/2021

**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.

<b>Monday</b>	<b>May 31, 2021</b>	<b>Memorial Day</b>
<b>Friday</b>	<b>July 5, 2021</b>	<b>Independence Day</b>
<b>Monday</b>	<b>September 6, 2021</b>	<b>Labor Day</b>
<b>Monday</b>	<b>October 11, 2021</b>	<b>Columbus Day</b>
<b>Thursday</b>	<b>November 11, 2021</b>	<b>Veteran's Day</b>

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 overage.
- (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 InsuredPolicy 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 (BLR 12200a)**

<u>Unit Price Item</u>	<u>Unit</u>	Approximate Number of <u>Units</u>	Price Per Unit	<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>	Approximate Number of <u>Units</u>	Price Per Unit	<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.

**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION  
OF 2021 CIP - STREET & UTILITY IMPROVEMENTS - MFT 21-  
00225-00-RS**

**ATTACHMENT 2**

**SPECIFICATIONS**

**INDEX OF SPECIAL PROVISIONS**

The following Index is provided for the Bidder's convenience only. Bidders are advised to thoroughly read each Special Provision and familiarize themselves with their content.

PAGE NUMBER	DESCRIPTION
1	SPECIAL PROVISIONS
1	CONTRACTOR SAFETY RESPONSIBILITY
1	COOPERATION BY CONTRACTOR
2	DIRT ON PAVEMENT
2	OBSTRUCTION OF STREETS AND RIGHTS OF WAY
2-3	TESTING OF MATERIALS
3-4	RECORD DRAWING SURVEY POINT FILE
4	EXPLORATION TRENCH
4-5	TEMPORARY AGGREGATE, CA-6
5	TRENCH BACKFILL
5-6	DUCTILE IRON PIPE WATER MAIN, CLASS 52
6-7	WATER MAIN CHLORINATION AND TESTING
7-8	WATER SERVICE AUGERING
8	WATER MAIN RESTRAINED JOINT FITTINGS
9	GATE VALVE, VAULT, FRAME AND CLOSED LID
9-10	FIRE HYDRANT REMOVAL
10-11	FIRE HYDRANT AND AUXILIARY VALVE
11-12	WATER SERVICE LINE
12-13	WATER SERVICE SADDLES
13	CORPORATION STOP
14	CURB STOP
14	CURB BOX
15	ADJUSTING WATER SERVICE LINES
15	ADJUST EXISTING CURB BOX
16	ABANDON EXISTING VALVE AND VAULT

16-17	SANITARY MANHOLE ADJUSTMENT AND RECONSTRUCTION
17-18	SANITARY SEWER MAIN AND LATERAL REPAIR
18	PIPE REMOVAL, ALL TYPES AND SIZES
19-20	MANHOLE, CATCH BASIN, VALVE VAULT ADJUSTMENT AND RECONSTRUCTION
20-21	STORM MANHOLE AND CATCH BASIN CONSTRUCTION
22	STORM SEWER, DUCTILE IRON PIPE
22-23	PVC STORM SEWER
23-25	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT
25	SIDEWALK REMOVAL, PORTLAND CEMENT CONCRETE SIDEWALK, DETECTABLE WARNINGS
26	REINFORCEMENTS BARS, EPOXY COATED
26-27	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT
27	TEMPORARY PAVEMENT PATCH
27-28	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH
28	PAVEMENT REMOVAL, 14"
28-29	PAVEMENT PATCHING
29	AGGREGATE BASE COURSE, TYPE B
29-30	HOT-MIX ASPHALT DRIVEWAY SURFACE COURSE REMOVAL AND REPLACEMENT
30	HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT
30-31	REMOVE AND RESET BRICK PAVER DRIVEWAY APRON
31	REMOVE SIGN PANEL ASSEMBLY
32	SIGN PANEL, TYPE 1
33	TELESCOPING STEEL SIGN SUPPORT
33	GRADING AND SHAPING PARKWAYS AND DITCHES
34	TOPSOIL PLACEMENT 4 INCHES AND SODDING
34-35	TOPSOIL PLACEMENT 4 INCHES AND SEEDING
35	PORTABLE TOILETS
36	TRAFFIC CONTROL AND PROTECTION

OTHER ATTACHMENTS:

SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

IDOT HIGHWAY STANDARDS

NO PARKING SIGN

STORM WATER POLLUTION PREVENTION PLAN



Local Public Agency	County	Section Number
City of Des Plaines	Cook	21-00225-00-RS

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted

April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION  
OF 2021 CIP – Contract MFT 21-00225-00-RS**

**ATTACHMENT 3**

**LIST OF DRAWINGS**

INDEX OF SHEETS	
Sheet No.	Description
1	COVER SHEET
2	LEGEND, ABBREVIATIONS, GENERAL NOTES
3	SCHEDULE OF QUANTITIES, GENERAL NOTES
4 - 5	TYPICAL SECTIONS
6 - 7	NORTHEAST PLACE
8 - 9	PINE STREET
10 - 11	JOSEPH AVENUE
12 – 13	PEARLE DRIVE
14 - 15	TYPICAL DETAILS
26--16	EROSION AND SEDIMENT CONTROL DETAILS

**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION  
OF 2021 CIP – Contract MFT 21-00225-00-RS**

**ATTACHMENT 4**

**SPECIAL PROJECT REQUIREMENTS**

**PRE-CONSTRUCTION MEETING**

Prior to commencing any construction operations, there shall be a Pre-Construction Meeting conducted at the Public Works and Engineering Office, Des Plaines Civic Center, 1420 Miner Street, Room 504. The Engineer will set the date and time of the Pre-Construction Meeting after execution of the Contract by both parties. The Contractor's full time Superintendent must attend the Pre-Construction meeting.

The following shall be submitted for review at the Pre-Construction meeting:

Progress Schedule (submit 3 working days prior) for review

Superintendent 24-hour emergency phone number, field phone number, pager number and cellular telephone number

Name and 24-hour emergency telephone number of the person in the direct employ of the Contractor who is responsible for administering the Traffic Control on the Contract.

List of Subcontractors, including quantity and type of work to be sublet, their qualifications, references and certified copies of their subcontract agreements.

List of Material Suppliers and phone numbers

Mix Designs for concrete and hot-mix asphalt items to be incorporated in the Contract

All Subcontractors are required to either attend the Pre-Construction meeting or attend a Field Pre-Construction meeting with the Resident Engineer and the Contractor's Superintendent prior to the beginning of any sub-let work.

**CLAIMS**

The Contractor agrees to save and hold harmless the Owner and the Engineer from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of the use of the streets or sidewalks, or resulting from the excavations, openings,



## **ATTACHMENT 4**

obstructions, or defects that may be made or left in the streets or sidewalks by the Contractor or their several agents, or any other person engaged in the performance of this Contract.

The Contractor shall save the Owner and the Engineer harmless from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of any infringement of any patent rights or royalties claimed by any one on account of machinery, instrument tools, materials, principals or processes used by them or about said work.

### **PROCEDURE FOR RESOLVING PROPERTY DAMAGE CLAIMS**

The General Contractor agrees to adhere to the following procedure to resolve all property damage claims that are related to the performance of all Work on this Contract. It is the responsibility of the General Contractor to require that all Subcontractors and Material Suppliers follow this claim procedure. The City reserves the right to withhold one and one half times the estimated cost of the damages from sums due the General Contractor until all claims related to performance of their Work are resolved as herein provided.

Upon receipt of a claim against the General Contractor for property damage allegedly caused or related to the performance of their Work under this Contract, the General Contractor shall, within 5 working days of receipt of such claim:

Acknowledge the claim, in writing, to the property owner.

Furnish the Engineer with written acknowledgement of receipt of the claim, including a copy of the claim and all information related to it.

If the claim is not settled (or the General Contractor does not agree to settle the claim) within 5 days, the General Contractor shall:

Forward the claim to the General Contractor's Insurance Carrier.

Furnish the Engineer with a copy of the Insurance Carrier's written acknowledgement of receipt of the claim

The General Contractor shall either settle or deny the claim within 60 calendar days from initial receipt of the claim, the General Contractor shall:

Notify the Engineer, in writing, of claims that have been settled or denied, including the terms of the settlement or the reason for the denial.

Notify the property owner if there is a decision to deny their claim and shall include in the Notice of Denial the name and address of the person authorized to accept service of process on behalf of the General Contractor.

**ATTACHMENT 4**

When a claim is allowed in any amount, within 30 days of the award, pay to the property owner the amount of the award.

If the Contractor does not make payment to the property owner within the 30 day period, the Owner shall be authorized to make the payment in the amount of the award on behalf of the General Contractor and deduct the amount of the payment from the amount due the General Contractor on the next payment due the Contractor under this Contract.



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: May 6, 2021

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

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

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

Subject: Telescopic Boom Lift

**Issue:** The Water and Sewer Divisions maintain communication equipment that requires the use of a telescopic aerial boom lift.

**Analysis:** The Public Works and Engineering Department maintains various water tanks and communication sites throughout the City.

In order to maintain these communication points, a telescopic aerial boom lift needs to be utilized. We researched the cost of renting this equipment, which is approximately \$8,500 per month; purchase of used equipment which ranges from \$50,000 to \$70,000; and purchase of a new unit which is approximately \$250,000. Based on this research, we obtained proposals for the purchase and delivery of a model year 2011 or newer Genie S-125 telescopic aerial boom lift with less than 2,500 hours, all applicable inspection history documentation, serial number, and operating manuals. Two responses were received with pricing listed in the table below:

Vendor	Equipment Model Year	Equipment Hours	Total Price
United Rentals	2012	2,263	\$59,226.50
Randall Industries, Inc.	2011	2,389	\$66,500.00

After receiving the proposals, Vehicle Maintenance personnel inspected both vendor pieces of equipment and reviewed maintenance and repair logs, which were considered in acceptable condition.

**Recommendation:** We recommend approval of the purchase of a Genie S-125 from United Rentals (North America), Inc., 2201 E Higgins Rd., Elk Grove Village, IL, 60007 in the amount of \$59,226.50. Source of funding will be the Water/Sewer Equipment Fund account.

**Attachments:**

Resolution R-92-21

Exhibit A – United Rentals Contract

**CITY OF DES PLAINES**

**RESOLUTION R - 92 - 21**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
UNITED RENTALS (NORTH AMERICA), INC. FOR THE  
PURCHASE OF A TELESCOPIC BOOM LIFT.**

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

**WHEREAS**, the City has appropriated funds in the Water/Sewer Equipment Fund to purchase a telescopic boom lift, which will be used to install and maintain monopoles at various locations to improve point to point wireless communications ("**Equipment**"); and

**WHEREAS**, in accordance with Section 1-10-14 of the City Code of the City of Des Plaines, the City has determined that the purchase of the Equipment is not adapted to award by competitive bidding because of the specialized nature of the Equipment; and

**WHEREAS**, City staff solicited proposals from qualified vendors for the procurement of the Equipment; and

**WHEREAS**, United Rental (North America), Inc. ("**Vendor**") submitted the lowest responsible proposal for the Equipment in the total not-to-exceed amount of \$59,226.50; and

**WHEREAS**, the City desires to enter into a contract with Vendor for the purchase of the Equipment in the not-to-exceed amount of \$59,226.50 ("**Contract**"); and

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

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

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

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

**SECTION 3: APPROVAL OF CONTRACT.** The City Council hereby approves the Contract in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 4: AUTHORIZATION TO EXECUTE CONTRACT.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Contract.

**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 an Agreement with United Rentals for the Purchase of Telescopic Boom Lift

**CITY OF DES PLAINES**  
**CONTRACT FOR PRICING AND DELIVERY**  
**OF A GENIE S-125 TELESCOPIC AERIAL BOOM LIFT**

Full Name of Vendor: United Rentals (North America), Inc  
Principal Office Address: 2201 E Higgins Rd Elk Grove, IL 60007  
Local Office Address: 2201 E Higgins Rd Elk Grove, IL 60007  
Contact Person: Vanessa Garcia Telephone Number: 877-874-4468

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

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

**1. Contract to Deliver Products**

A. Contract and Products. The Vendor shall, deliver to the City, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in this Contract (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.

However, the Vendor may propose to deliver a Product that is a different brand or model, if the Vendor provides written documentation establishing that the brand or model it proposes to deliver possess equal quality, durability, functionality, capability, and features as the Product specified.

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

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

**2. Pricing**

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

Product Item No.	Description of Product	Unit Price of Product
1-Base Bid	Genie S-125 Boom Lift	\$59,226.50
2-Alternate	4-Annual Inspections	\$625.00

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

59,226 Dollars and 50 Cents (in figures only)

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

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

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

**C. Time of Payment**

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

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

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 25 days after approval by City Council.

**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 negligence or willful misconduct of the Vendor during the delivery of the Products. Vendor's liability for costs and expenses hereunder shall be limited to those that are reasonable and actual, including reasonable attorney fees. In no event shall Vendor be liable for incidental, special or consequential damages. **B. Penalties.** The Vendor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract.

**5. Firm Contract**

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided the City accepts this Contract within 30 days after the date this sealed Contract is opened.

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

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

**A. The Products.** All Products, and all of their components, shall be of merchantable quality. Vendor shall assign any remaining original equipment manufacturer (OEM) warranty applicable to the Products to the City to the extent they are assignable pursuant to law.

**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.



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

Vendor's Name: United Rentals (North America), Inc.

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

Signature of Vendor or Authorized Agent:  \_\_\_\_\_

(corporate seal)  
(if corporation)

Printed Name: Michael Pruss

Title/Position: Area General Manager

Vendor's Business Address: 2201 E. Higgins Road, Elk Grove, Village, IL 60007

United Rentals (North America), Inc. ("URNA") is a Delaware corporation. Under Delaware law, 8 Del. C. §122 (3), a corporation shall have the power to have a corporate seal, but is not required to do so. While URNA has a corporate seal, we are unable to affix it to your document at this time due to ongoing constraints resulting from the COVID-19 virus.

Vendor's Business Telephone: 847-981-2203 Facsimile: 877-735-7450

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

NAME	TITLE	ADDRESS
<u>See Attached</u>		

**United Rentals (North America), Inc.**  
**Board of Directors and Officers<sup>1</sup>**  
(current as of June 20, 2019)

**Board of Directors**

Matthew J. Flannery  
Jessica Graziano  
Joli L. Gross  
Irene Moshouris  
Craig A. Pintoff

**Officers**

**Executive Officers**

Matthew J. Flannery	Chief Executive Officer and President
Jessica T. Graziano	Executive Vice President and Chief Financial Officer
Dale A. Asplund	Executive Vice President and Chief Operating Officer
Paul I. McDonnell	Executive Vice President and Chief Commercial Officer
Craig A. Pintoff	Executive Vice President, Chief Administrative and Legal Officer
Jeffrey J. Fenton	Senior Vice President – Business Development
Andrew B. Limoges	Vice President, Controller and Principal Accounting Officer

**Non-Executive Officers**

Jason Barba	Region Vice President – Carolinas Region
Tomer Barkan	Vice President – Planning and Analysis
Robert C. Bower	Region Vice President – Pacific West Region
Chris A. Burlog	Region Vice President –Midwest Region
Christopher Carmolingo	Vice President – Service Operations
Gregg L. Christensen	Vice President – National Accounts
Michael G. Cloer	Region Vice President – Southeast Region
James A. Dorris	Vice President – Environmental, Health and Safety
Michael D. Durand	Senior Vice President – Operations
John J. Fahey	Vice President – Internal Audit
John “Scott” Fisher	Region Vice President – Western Canada Region
Joshuah P. Flores	Region Vice President – Tools and Industrial Solutions
Colin Fox	Assistant Treasurer
William “Ted” Grace	Vice President – Investor Relations
Homer “Ned” Graham	Vice President – Operations Excellence
Joli L. Gross	Senior Vice President, General Counsel and Corporate Secretary
Todd M. Hayes	Region Vice President – Trench Safety Region
Daniel T. Higgins	Vice President and Chief Information Officer
David A. Hobbs	Senior Vice President – Operations
Mitchell J. Holder	Vice President – Total Rewards
Christopher K. Hummel	Senior Vice President, Chief Marketing Officer
John J. Humphrey	Region Vice President –Mid-Atlantic Region
Helge Jacobsen	Vice President – Operations Excellence
Thomas P. Jones	Vice President – Onsite Services
William A. Kiker	Region Vice President – Pump Solutions
John “Eddie” King	Region Vice President – Gulf South Region
Brent R. Kuchynka	Vice President – Fleet Management
Ty J. “TJ” Mahoney	Vice President – Supply Chain
Donald “Chad” Matter	Region Vice President – Industrial Region
Gordon McDonald	Vice President – Managed Services

<sup>1</sup> The corporate address for each of the officers and directors listed is 100 First Stamford Place, Suite 700, Stamford, CT 06902

Jeffrey S. McGinnis	Region Vice President – South Region
Kenneth B. Mettel	Senior Vice President – Performance Analytics
Irene Moshouris	Senior Vice President, Treasurer
Kevin M. O'Brien	Region Vice President – Mid Central Region
Kevin C. Parr	Senior Vice President – Operations
Joseph W. Pledger	Vice President – Finance Operations
Allen J. Roberts III	Assistant Secretary
Michael Sala	Global Tax Director
Craig A. Schmidt	Region Vice President – Northeast Region
David C. Scott	Senior Vice President – Specialty Operations
Daniel C. Sparks	Vice President – Sales Operations
Norton "Norty" Turner	Senior Vice President – Services and Advanced Solutions
Alison M. Walsh	Assistant Secretary
Michael L. Zea	Vice President - Strategy

### **ACCEPTANCE**

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

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

### **CITY OF DES PLAINES**

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

Printed name: Michael G. Bartholomew

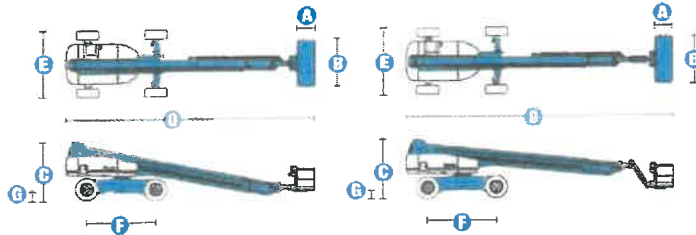
Title: City Manager

# SELF-PROPELLED TELESCOPIC BOOMS

## S™-120 & S™-125



## Specifications



MODELS	S™-120		S™-125	
MEASUREMENTS	US	Metric	US	Metric
Working height maximum*	126 ft	38.58 m	131 ft 2 in	40.15 m
Platform height maximum	120 ft	36.58 m	125 ft 2 in	38.15 m
Horizontal reach maximum	75 ft	22.86 m	80 ft	24.38 m
Below ground reach	6 ft 6 in	1.98 m	10 ft 9 in	3.27 m
A Platform length - 8 ft model	3 ft	.91 m	3 ft	.91 m
Platform length - 6 ft model	2 ft 6 in	.76 m	2 ft 6 in	.76 m
B Platform width - 8 ft model	8 ft	2.44 m	8 ft	2.44 m
Platform width - 6 ft model	6 ft	1.83 m	6 ft	1.83 m
C Height - stowed	10 ft 1 in	3.07 m	10 ft 1 in	3.07 m
D Length - stowed	42 ft 8 in	13 m	46 ft 9 in	14.25 m
Length - transport (jib tucked under)			39 ft 11 in	12.17 m
E Width - axles retracted	8 ft 2 in	2.49 m	8 ft 2 in	2.49 m
Width - axles extended	11 ft	3.35 m	11 ft	3.35 m
F Wheelbase	12 ft	3.66 m	12 ft	3.66 m
G Ground clearance - center	1 ft 5.5 in	.44 m	1 ft 5.5 in	.44 m

PRODUCTIVITY				
Lift capacity	750 lbs	340 kg	500 lbs	227 kg
Platform rotation	160°		160°	
Turntable rotation	360° continuous		360° continuous	
Turntable tailswing - axle retracted	5 ft 6 in	1.68 m	5 ft 6 in	1.68 m
Turntable tailswing - axle extended	4 ft 1 in	1.24 m	4 ft 1 in	1.24 m
Drive speed - stowed	3.0 mph	4.8 km/h	3.0 mph	4.8 km/h
Drive speed - raised/extended	0.68 mph	1.1 km/h	0.68 mph	1.1 km/h
Gradeability - stowed**	40%		40%	
Turning radius - axle retracted: inside	13 ft 2 in	4.01 m	13 ft 2 in	4.01 m
outside	22 ft 2 in	6.75 m	22 ft 2 in	6.75 m
Turning radius - axle extended: inside	8 ft 6 in	2.59 m	8 ft 6 in	2.59 m
outside	18 ft 10 in	5.74 m	18 ft 10 in	5.74 m
Controls	12 V DC proportional		12 V DC proportional	
Tires - RT lug	445/65 D22.5		445/65 D22.5	

POWER				
Power source	Deutz BF4L 2011 4 cylinder diesel 78 hp (58.1 kW) Perkins 1104C-44 4 cylinder diesel 83 hp (62 kW) Cummins B4.5 C80 4 cylinder diesel 80 hp (60 kW)			
Auxiliary power unit	12 V DC		12 V DC	
Hydraulic tank capacity	55 gal	208 L	55 gal	208 L
Fuel tank capacity	40 gal	151 L	40 gal	151 L

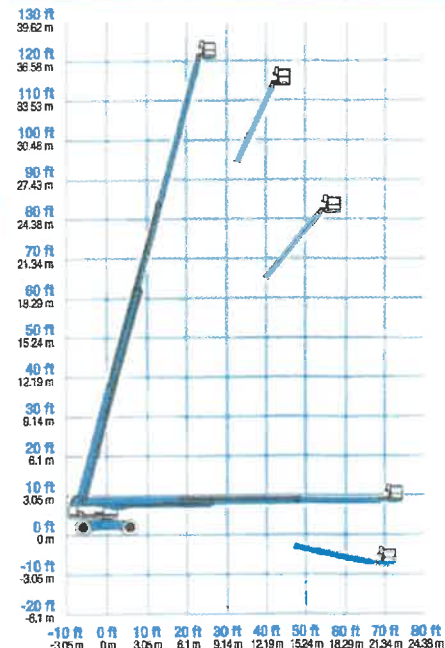
WEIGHT**				
4WD	44,340 lbs	20,112 kg	44,640 lbs	20,248 kg

**STANDARDS COMPLIANCE** ANSI A92.5, CSA B354.4, CE Compliance, AS 1418.10, PB-10-611-03

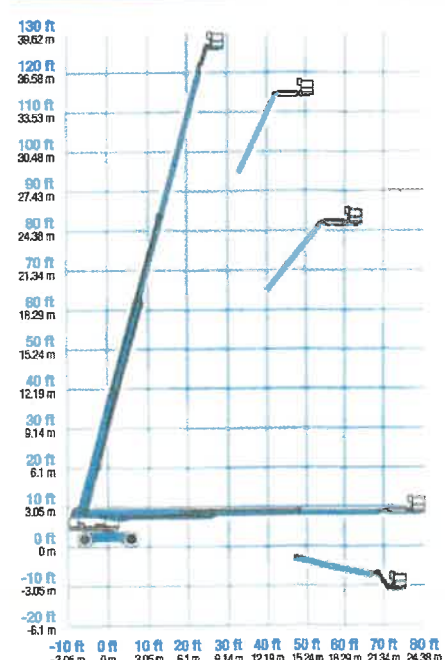
\* The metric equivalent of working height adds 2 m to platform height. U.S. adds 6 ft to platform height.  
 \*\* Gradeability applies to driving on slopes. See operator's manual for details regarding slope ratings.  
 \*\*\* Weight will vary depending on options and/or country standards.

www.genieindustries.com

### RANGE OF MOTION S™-120



### RANGE OF MOTION S™-125



S120 3.5K 0606E Part No. 109371

Courtesy of Crane Market

## Features

### EASILY CONFIGURED TO MEET YOUR NEEDS

#### PLATFORM OPTIONS

- Steel 8 ft (2.44 m) (standard)
- Steel 6 ft (1.83 m)
- Steel 6 or 8 ft (1.83 or 2.44 m) tri-entry

#### JIB OPTIONS

- Non-jib
- 5 ft (1.52 m) jib boom

#### POWER OPTIONS

- Deutz diesel 78 hp (58.1 kW)
- Perkins diesel 83 hp (62 kW)
- Cummins diesel 80 hp (60 kW)

#### DRIVE/STEER OPTIONS

- 4WD (standard)
- 4WS (standard)

#### AXLE

- Extendable axles (standard)

#### TIRE

- Rough terrain foam-filled (standard)

### STANDARD FEATURES

#### MEASUREMENTS

##### S™-120

- 126 ft (38.58 m) working height
- 75 ft (22.86 m) horizontal reach
- 750 lb (340 kg) lift capacity

##### S™-125

- 131 ft 2 in (40.15 m) working height
- 80 ft (24.38 m) horizontal reach
- 500 lb (227 kg) lift capacity

#### PRODUCTIVITY

- Self-leveling platform
- Hydraulic platform rotation
- Fully proportional Hall effect joystick controls
- Hydraulic oil cooler
- Drive enable
- AC power to platform
- Horn
- Hour meter
- Tilt alarm
- Alarm package
- 360° continuous turntable rotation
- Locking turntable covers
- Positive traction drive
- Two speed wheel motors

#### POWER

- All engines are emissions compliant
- 12 V DC auxiliary power
- Anti-restart engine protection
- Auto engine fault shutdown
- Deutz intake air heater



### OPTIONS & ACCESSORIES

#### PRODUCTIVITY

- Platform swing gate
- Half mesh platform inserts with swing gate
- Platform top auxiliary rail
- **Arc Pro 275™ Heavy-Duty Welder package**
- Welder Ready package
- Weld leads to platform
- Air line to platform
- Arctic hydraulic oil
- Arctic hoses (boom hoses only)
- Basic hostile environment kit
- Deluxe hostile environment kit
- Deluxe aircraft protection package
- Thumb rocker steer
- Tool tray
- Fluorescent tube caddy
- Pipe cradle (pair)
- Panel cradle package\*
- Platform work lights
- Front driving lights
- Lockable platform control box covers

\* Available on select models

#### POWER

- AC Generator Packages (3000 or 3500 watts)
- Cold Start Packages
- DS UL558 fire protection rating
- Diesel scrubber/spark arrestor muffler
- Diesel spark arrestor muffler (not available on Cummins engine)

### Genie United States

18340 NE 76th Street  
P.O. Box 97030  
Redmond, Washington 98073-9730  
Telephone **(425) 881-1800**  
Toll Free in USA/Canada **800-536-1800**  
Fax (425) 883-3475

### Genie Europe

The Maltings  
Wharf Road  
Grantham NG31 6BH  
U.K.  
Telephone **+44 (0)1476 584333**  
Fax +44 (0)1476 584334  
Email: [infoeurope@genieind.com](mailto:infoeurope@genieind.com)

### Distributed By:

For further information, please contact your local distributor or the Genie Industries sales office listed. Product specifications are subject to change without notice or obligation. The photographs and drawings in this brochure are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on the proper use of this equipment. Failure to follow the appropriate Operator's Manual when using our equipment or to otherwise act irresponsibly may result in serious injury or death. Prices and specifications subject to change without notice. The only warranty applicable is the standard written warranty applicable to the particular product and sale. Genie makes no other warranty, expressed or implied. Products and services listed may be trademarks, service marks or trade-names of TEREX Corporation and/or its subsidiaries in the USA and other countries and all rights are reserved. Copyright © 2006 Genie Industries, Inc. "Genie" is a Registered Trademark of Genie Industries, Inc. in the USA and many other countries. Genie is a TEREX Company.

S120 3.5K 0608E. Part No. 109371

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

*Courtesy of Crane.Market*





# EQUIPMENT SALE QUOTE

# 192019685

Customer # : 2816262  
Quote Date : 03/24/21  
  
UR Job Loc : 1111 JOSEPH SCHWAB R  
UR Job # : 1  
Customer Job ID:  
P.O. # : TBD  
Ordered By : TOM BUESER  
Written By : ANDREA TAYLOR  
Salesperson : ANDREA TAYLOR

Job Site

DES PLAINES PUBLIC WORKS  
1111 JOSEPH SCHWAB RD  
DES PLAINES IL 60016-6735

Office: 847-391-5471 Cell: 847-404-6030

DES PLAINES PUBLIC WORKS  
1111 JOSEPH J SCHWAB RD  
DES PLAINES IL 60016-6735

**This is not an invoice  
Please do not pay from this document**

Qty	Equipment #	Price	Amount
1	10071892 CC: 310-9800 BOOM 125' TELESCOPIC WITH JIB 4WD Make: GENIE Model: S-125 Model Year: 12 HR OUT: 2262.800 AERIAL/OTHER-12MONTHS/1600HRS BOOM 125' TELESCOPIC WITH JIB 4WD 2012 GENIE S-125 serial#S12512D-153 hours:2,262	50450.00 Serial #: S12512D-153	50450.00
SALES	ITEMS:		
Qty	Item number	Stock class	Unit
1	UNITED GUARD	MCI	EA
	UNITED GUARD SERVICE CONTRACT UM: (EA) EACH		
	DELIVERY CHARGE		
			200.00
		Sub-total:	59226.50
		Total:	59226.50
	CONTACT: CHRIS ZIENTKO CELL#: 847-404-6030		
	TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687) WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION # IN ORDER TO CLOSE THIS CONTRACT		

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.

United Rentals is the world's largest equipment rental company, with over 1,000 rental locations offering over 4,200 classes of equipment for rent or sale.

# United Guard™ Buy with Confidence



## Expertly Maintained

- Repairs on listed components
- No co-pays on any covered repairs



## Quality Equipment

- Service at any of our over 1,000 locations in North America



## Safety as our top priority

- We are united in safety
- We are focused on our customers



[UnitedRentals.com](https://www.UnitedRentals.com) | 800.UR.RENTS

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United Rentals is an Equal Opportunity Employer. All rights reserved.



# Safeguard your used equipment.



## UNITED GUARD ELIGIBILITY REQUIREMENTS

- Equipment must have a sale price of at least \$2,500 and must be less than 10 years old at the time of sale
- Equipment must be geographically located within the United Rentals range of service
- United Guard is only for the benefit of the original purchaser and is not transferable
- Entities that intend to sell or rent the equipment purchased are not eligible for United Guard
- United Guard must be purchased within 72 hours of equipment purchase
- United Rentals, Inc. (and its subsidiaries) makes no warranties to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act
- Powered vehicles, trailers and trenchers are not eligible

## UNITED GUARD COVERAGE

Coverage is contingent upon customer fully servicing equipment in accordance with the manufacturer's service instructions, at the intervals recommended by the manufacturer. Proper documentation of services should be maintained.

### Engine:

Engine Block  
Cylinder Liners  
Piston  
Piston Rings  
Piston Pins  
Cylinder Heads  
Head Gasket  
Crankshaft  
Main Bearings  
Con Rods  
Con Rod Bearings  
Balance Assemblies  
Camshaft  
Push Rods  
Tappets  
Valves  
Springs  
Guides  
Timing Gears  
Lubrication Pump  
Drive Components  
Casting Assembly  
Thrust Bearings  
Internal Oil Seals  
External Oil Seals (internal failure)  
Bushes  
External Pump Drive Gear  
**Transmission/Transaxle:**  
Charging Pumps  
Gear Train  
Shafts  
Thrust Washers  
Bushes  
Needle Roller Bearings  
Bearings  
Gears  
Internal Seals  
Input & Output Seals (internal failure)

Clutch Packs  
Couplings  
Oil Lubrication Pumps  
Main Control Valves  
Relief Valves  
Torque Converter  
Gearshift Controller  
Electronic Control (black-box)  
Transmission Casing  
PTO Drives  
**Drive Lines:**  
Main Shafts  
Sliding Points  
Flange/Yoke end of Drive Lines  
Pivot Shaft  
Pivot Shaft Support Bearings  
**Drive Axle/Final Drives**  
Bearings  
Shafts  
Thrust Washers  
Seals  
Input Seals (internal failure)  
Tension Springs  
Bull Gears  
Pinions  
Ring Gears  
Crown Wheels  
Internal Differential Gears and Locks  
Axle Case  
Differential Case  
Yokes  
Wheel Hubs  
**Electrical:**  
Batteries  
Wiring  
Motors  
Solenoids  
Solenoid Valves

Electric Instrument Panel  
Switches  
Relays  
Sender Units  
Hour Meters  
Gauges  
Sensors  
Black-box  
Microprocessor/ECU/ECM  
Starter Motor  
Alternator  
Regulators  
Controllers  
Generators  
Coils  
**Cooling System:**  
Hoses  
Fan Belts  
Blowers  
Fans  
Fan Belt Tensioners  
Water Pump  
Internal Bearings & Seals  
Fan Thermostat  
Thermostat  
Oil Coolers  
Radiators  
Cab Heating Assembly  
Intercoolers  
Aftercoolers  
Heat Exchangers  
Air Conditioners  
**Fuel Systems:**  
Injectors  
Fuel Injection Pump  
Fuel Lift Pump  
Engine Priming Pump  
Fuel Tanks  
Carburetors  
Propane regulators  
Hoses and Fittings

### Hydraulics:

Hoses  
"O"-rings  
External Seals  
Exposed Pipes  
Rubber Mountings  
Hydraulic Tank Breathers  
Hydraulic/Hydrostatic Motors  
Hydraulic/Hydrostatic Pumps  
Hydraulic Control Valves  
Relief Valves  
Accumulators  
Shuttle Valve  
Hydraulic Tank and Mounting  
Hydraulic Cylinders (rams)  
Electro/Hydraulic Valves  
Check Valves  
**Main Frame/Chassis:**  
Chassis  
Mainframe  
Track Frames  
Equalizer Bars/Pivot  
Cylinder Mountings  
Pins  
Bearings  
Bushes  
Seals  
Trunion, Trunion Housing & Trunion Brackets  
Axle Mountings  
Steering Cylinder Mountings  
Axle Trunion  
Mast  
Mast Rollers  
Carriage  
Carriage Rollers  
Boom  
Tele-boom  
Boom Mountings  
Boom Cylinder Mountings  
Stabilizer

**Casting & Casings, Undercarriage, Idlers, Track Adjusters, Running Gear:**  
Bearings  
Shaft  
Thrust Washers  
Seals  
Input Seals (internal failure)  
Front Idlers  
Idler Shafts  
Track Adjuster Assembly  
Tension Springs  
Bull Gears  
Pinions  
Crown Wheels  
Yokes  
Steering and Brake Controls  
Final Drive Shaft  
Sprockets/Segments (for breakage where applicable)  
**Other Components:**  
Compressor Air End Components  
Generator/Welder Electrical End Components  
Water Pump – Pump End Components  
ROPS & FOPS Structures  
**UNITED GUARD EXCLUSIONS**  
**Exclusions:**  
The following wear items/parts are excluded:  
Air Filter  
Oil Filter  
Fuses  
Tires and Tubes  
Cosmetic items  
Non-functional Parts



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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: May 6, 2021

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

From: Rob Greenfield, Superintendent of Utility Services

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

Subject: Bid Award - 2021 Des Plaines Sewer Lining Project

**Issue:** The 2021 budget includes \$300,000 in funding for Sewer Lining. Four bid proposals were received and opened on April 30, 2021.

**Analysis:** The scope of work includes installation of approximately 6,710 linear feet of cured in place pipe (CIPP) for various sewer main pipelines located in various areas throughout the City. All of the pipe included in the lining process for this contract is vitrified clay and concrete sewer gravity main. Hoerr Construction submitted the lowest bid and completed sewer lining last year for the City. The bids for the lining project are as follows:

BIDDER'S NAME	BID AMOUNT
Hoerr Construction, Inc.	\$275,520
Michels Corporation	\$283,785
Insituform Technologies USA, LLC	\$298,861
Visu-Sewer of Illinois, LLC	\$309,855

**Recommendation:** We recommend award of the 2021 Des Plaines Sewer Lining project to the low bidder, Hoerr Construction, Inc., 1416 Country Rd. 200 N, P.O. Box 65, Goodfield, IL 61742 in the amount of \$275,520. Funding source for this project will be budgeted Water/Sewer Improvements Fund.

**Attachments:**  
Resolution R-93-21  
Exhibit A – Contract

**CITY OF DES PLAINES**

**RESOLUTION R - 93 - 21**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
HOERR CONSTRUCTION, INC. FOR SEWER LINING AS  
PART OF THE 2021 CAPITAL IMPROVEMENT PROJECT.**

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

**WHEREAS**, the City has appropriated funds in the Capital Improvement Program Water/Sewer Fund for use by the Department of Public Works and Engineering during the 2021 fiscal year for the 2021 Des Plaines Sewer Lining Project, which is part of the 2021 Capital Improvement Program and includes the installation of cured in place pipe throughout the City ("**Work**"); and

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

**WHEREAS**, the City received four bids, which were opened on April 30, 2021; and

**WHEREAS**, Hoerr Construction, Inc. ("**Contractor**") submitted the lowest responsible bid in the not-to-exceed amount of \$275,520; 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 \$275,520 ("**Agreement**"); and

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

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

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

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

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

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 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 2021 CIP Sewer Lining Project Bid Award to Hoerr Const

**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION  
OF 2020 SEWER LINING**

**BID PACKAGE**

BIDDER'S PROPOSAL

Full Name of Bidder Hoerr Construction, Inc. ("Bidder")

Principal Office Address 1416 County Road 200N, PO Box 65, Goodfield, IL 61742

Local Office Address 1416 County Road 200N, PO Box 65, Goodfield, IL 61742

Contact Person Max P. Hoerr II Telephone 309-691-6653

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

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, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

**1. Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package 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 for the Sewer lining for approximately 9,384 linear feet of 8 inch diameter vitrified clay sewer gravity main; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the

## PROPOSAL

### SCHEDULE OF PRICES (CONT'D.)

Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

#### 2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, 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 on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

### SCHEDULE OF PRICES



#### UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

#### COMPLETE TABLE AS INDICATED

<u>Unit Price Item</u>		<u>Unit</u>	Approximate <u>Number of</u> <u>Units</u>	<u>Price</u> <u>Per Unit</u>	<u>Extension</u>
1	8in Sewer lining	Ft	3,650	\$ 29. <sup>00</sup>	\$ 105,850. <sup>00</sup>
2	10in Sewer lining	Ft	900	\$ 39. <sup>00</sup>	\$ 35,100. <sup>00</sup>
3	12in Sewer lining	Ft	1,400	\$ 42. <sup>00</sup>	\$ 58,800. <sup>00</sup>
4	15in Sewer lining	Ft	760	\$ 52. <sup>00</sup>	\$ 39,520. <sup>00</sup>
5	Protruding Tap	Per	10	\$ 350. <sup>00</sup>	\$ 3,500. <sup>00</sup>

PROPOSAL

SCHEDULE OF PRICES (CONT'D.)

	<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
	Removal				
6	Traffic Control	Lump Sum	1	\$ <u>3,500.<sup>00</sup></u>	\$ <u>3,500.<sup>00</sup></u>

TOTAL CONTRACT PRICE (*write in numbers only*):

\$ 246,270.<sup>00</sup>

**ALTERNATE PRICING 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	Cementitious Manhole Lining Lump Sum	Vertical Feet	150	\$ <u>195.<sup>00</sup></u>	\$ <u>29,250</u>

TOTAL ALTERNATE CONTRACT PRICE, being the sum of (1) plus the extension of (2) (*write in numbers only*):

\$ 275,520.<sup>00</sup>

BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and 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, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

**SCHEDULE OF PRICES (CONT'D.)**

3. 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 are included in this Schedule of Prices; and
4. 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 are included in this Schedule of Prices.

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, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.



**3. Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

**4. Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

**5. Bidder Representations**

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11 and that Bidder has the requisite experience, 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 Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish on request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

**6. Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

## PROPOSAL

### 7. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for 5 percent of Bidder's Price Proposal ("*Bid Security*").

### 8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or five percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

### 9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

### 10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED: April 29, 20 21.

Bidder

By:

Max P. Hoerr II

Title: Max P. Hoerr II, President

Attest

By:

Robert J. Kilbride

Title: Robert Kilbride, Vice President

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS**

**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION  
OF 2021 SEWER LINING**

**BID PACKAGE**

**AFFIRMED  
BIDDER'S ~~SWORN~~ ACKNOWLEDGEMENT**

Max P. Hoerr II (*Deponent*), being first duly ~~sworn on oath~~ <sup>affirmed</sup>,  
deposes and states that the undersigned Bidder is organized as indicated below and that all  
statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for  
the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and  
checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in  
this Acknowledgement are true and correct.

**COMPLETE APPLICABLE SECTION ONLY**

**1. Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of  
Illinois, that is qualified to do business in the State of Illinois, and that is operating under  
the legal name of Hoerr Construction, Inc..

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Max P. Hoerr II</u>	<u>515 County Road 1625 E, Congerville, IL 61729</u>
Vice President	<u>Robert Kilbride</u>	<u>312 Brandy Dr, Mackinaw, IL 61755</u>
Secretary	<u>Max P. Hoerr II</u>	<u>515 County Road 1625 E, Congerville, IL 61729</u>
Treasurer	<u>Robert Kilbride</u>	<u>312 Brandy Dr, Mackinaw, IL 61755</u>

**2. Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the  
State of \_\_\_\_\_ pursuant to that certain Partnership Agreement dated as of  
\_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating  
under the legal name of \_\_\_\_\_.

## ACKNOWLEDGEMENT

The general partners of the partnership are as follows:

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

### 3. Individual

Bidder is an individual as follows:

Full name: \_\_\_\_\_

Residence address: \_\_\_\_\_

Business address: \_\_\_\_\_

If operating under a trade or assumed  
name that name is: \_\_\_\_\_

### 4. Joint Venture

Bidder is a joint venture that is organized and existing under the laws of the State of \_\_\_\_\_ pursuant to that certain Joint Venture Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE)

ADDRESS

_____ ( )	_____
_____ ( )	_____
_____ ( )	_____

## **ACKNOWLEDGEMENT**

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

**ACKNOWLEDGEMENT**

DATED: April 29, 2021.

Bidder

By: Max P. Hoerr II

Title: Max P. Hoerr II, President

Attest

By: Robert Kilbride

Title: Robert Kilbride, Vice President

Subscribed and <sup>affirmed</sup>~~Sworn~~ to before me on April 29, 2021.

Stephanie Martin  
Notary Public

My commission expires: September 17, 2024

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS**

**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION  
OF 2021 SEWER LINING**

**BID PACKAGE**

AFFIRMED  
BIDDER'S ~~SWORN~~ WORK HISTORY STATEMENT

Max P. Hoerr II, President ("Deponent"), being first duly ~~sworn on~~ <sup>affirmed</sup> ~~oath~~, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

**IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS**

**JOINT VENTURES MUST SUBMIT SEPARATE  
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE  
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

**1. Nature of Business**

State the nature of Bidder's business: \_\_\_\_\_  
Underground utility construction and maintenance, including CIPP lining

**2. Composition of Work**

During the past three years, Bidder's work has consisted of:

____ % Federal	<u>97</u> % As Contractor	<u>94</u> % Bidder's Forces
<u>86</u> % Other Public	<u>3</u> % As Subcontractor	<u>4</u> % Subcontractors
<u>14</u> % Private		____ % Materials

**3. Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 26 years

## WORK HISTORY STATEMENT

### 4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
N/A		

### 5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
N/A			

### 6. Related Experience

List three municipal/government projects most comparable in size and scope to the Work completed by Bidder, or its predecessor, in the past five years. The projects must have been completed by and the references must be for Bidder or its predecessor. Bidder may not use the past experience or work history of employees to fulfill this requirement unless that experience was obtained while working for Bidder or its predecessor.

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	See Attached - Completed Projects		
Owner Address			
Reference			
Telephone Number			
Type of Work			



## WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was Subcontractor)	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED: April 29, 20 21.

Bidder

By: Max P. Hoerr II

Title: Max P. Hoerr II, President

Attest

By: Robert Kilbride

Title: Robert Kilbride, Vice President

Subscribed and ~~Sworn~~ <sup>Affirmed</sup> to before me on April 29, 20 21.

Stephanie Martin  
Notary Public

My commission expires: September 17, 20 24

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS**

**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION  
OF 2021 SEWER LINING**

**BID PACKAGE**

NOTICE OF AWARD

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: Hoerr Construction, Inc.  
PO Box 65  
Goodfield, IL 61742  
("Contractor")

FROM: City of Des Plaines  
1420 Minor Street  
Des Plaines, Illinois 60016  
("Owner")

On \_\_\_\_\_, 20\_\_\_\_, Owner found to be most favorable to the interests of Owner the Bidder's Proposal submitted by Contractor and dated \_\_\_\_\_, 20\_\_\_\_, in which Contractor proposes to contract with Owner, in the form of the Contract included in the Bid Package to perform the following Work: (1) to provide, perform and complete at the Work Site and in the manner described and specified in the Bid Package 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 for the *[insert description of the Work]*; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

**OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM AND/OR UNIT PRICES, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.**

The Contract will be finalized and executed on \_\_\_\_\_, 20\_\_\_\_, at the above listed office of Owner. The Contract will be executed by Owner provided that all conditions precedent to finalization have been satisfied. Contractor must have complied with all conditions precedent to finalization set forth in Section 15 of the General Instructions to Bidders included in the Bid Package, on or before this date.

## NOTICE OF AWARD

The failure or refusal to comply with the conditions precedent to finalization on or before the Finalization Date or to execute the Contract on the Finalization Date shall result, at Owner's option, in the imposition of liquidated damages and the annulment of this award, or in Owner's exercise of any or all equitable remedies Owner may have, all as more specifically set forth in Sections 8, 15, and 16 of the General Instructions to Bidders.

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

### CITY OF DES PLAINES

By: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

#12672268\_v1



UTILITY CONTRACTORS  
P.O. Box 65  
1416 County Road 200 N  
Goodfield, IL 61742

Office: (309) 681-6653  
Fax: (309) 508-7990

## COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETE	Water/ Ambient
Des Plaines, IL	Tim O'Malley (847) 774-3018	111 Joseph Schwab Road, Des Plaines, IL	10,229	8" - 12"	Sep-19	S
Pekin, IL	Mike Guerra (309) 477-2300	111 S. Capitol St., Pekin, IL 61554	1,144	30" & 33"	Sep-19	S
Naperville, IL	Dave Naley, (630) 548-2981	400 S. Eagle St., Naperville, IL 60540	13,777	8" - 48"	Oct-19	S
Wheeling, IL	Karl Gokas, R.J.N. Group, (630) 364-4362	200 W. Front Street Wheaton, IL 60187	8,152	8" - 30"	Oct-19	S
Air's Inc - Elmhurst McDonalds	Tom Land (708) 429-0660	7455 W. Duane Dr., Tinley Park, IL 60477	145	6" - 8"	Oct-19	S
IAWC - Bollingbrook	Henry Maradaglia (630) 538-1041	1000 Internationale Parkway, Woodridge, IL 60517	350	8"	Oct-19	S
Highland Park, IL	Wayne Bauer, (847) 926-1150	1150 Half Day Road, Highland Park, IL 60035	15,522	8" - 30"	Oct-19	S
UCM - Dirksen Parkway Bartonville, IL	Keith Munter, Peoria County Highway, (309) 697-6400	6915 W. Plank Road, Peoria, IL 61607	300	18" 24" & 36"	Oct-19	S
Limestone TWP, IL	Rick Allinder (309) 697-3521	1501 W. Garfield, Bartonville, IL 61604	590	15" & 18"	Oct-19	S
East Peoria, IL	Dennis Barron (309) 698-4716	2232 E. Washington, East Peoria, IL 61611	2,084	8"	Oct-19	S
Gildner Inc - Normal H2O Quality Liner	Doug Gildner (309) 663-8458	2031 Ireland Grove Rd, Bloomington, IL 61704	350	12"	Oct-19	S
IAWIC - Washington	Eric Larson (309) 566-4133	8400 N. University, Peoria, IL 61615	389	8"	Oct-19	S
Eureka IL	Shane Larson, Hutchison Eng, (309) 681-1633	101 N. Pleasant St., Cambridge, IL 61238	2,431	6" - 8"	Oct-19	S
Morton Grove, IL	Kevin Lochner (847) 470-5235	7840 Nagle Ave, Morton Grove, IL 60053	6,948	8"	Nov-19	S
D&L Excavating/Industry, IL	Alex Rakers (217) 645-3701	1958 IL-104, Liberty, IL 62347	1,012	8"	Nov-19	S
Cambridge, IL	Ed Dole, (309) 937-3380	P.O. Box 105 Coal Valley, IL 61240	1,485	8"	Nov-19	S
Coal Valley, IL	Annette Ernst (309) 799-3604	101 N. Pleasant St., Cambridge, IL 61238	2,239	8"	Nov-19	S
Woodhull, IL	Wayne Mienham (309) 334-2500	150 N. Division St., Woodhull, IL 61480	105	12"	Nov-19	S
Buffalo Grove, IL	Darin Monico, PE (847) 459-2523	51 Raupp Blv., Buffalo Grove, IL 60089	14,132	8"	Dec-19	S
Silvis, IL	Jim Grafton (309) 792-9181	121 11th St, Silvis, IL 61282	877	12"	Dec-19	S
East Moline, IL	Tim Kammler (309) 752-1505	1200 13th Ave, East Moline, IL 61244	9,181	8" - 12"	Dec-19	S
Spoon Valley Sanitary District, IL	Neil Smith, BCZ Engineering (309) 343-9282	188 E. Simmons St., Galesburg, IL 61401	8,209	8" - 12"	Dec-19	S
IAWIC - Mount Prospect, IL	Henry Maradaglia (630) 538-1041	1000 Internationale Parkway, Woodridge, IL 60517	24,297	8" - 10"	Dec-19	S
Roanoke, IL	Mark Aeschleman (309) 923-3335	101 Main St, Roanoke, IL	1,818	8"	Dec-19	S
Medina Township, Mossville, IL	Frank Sturm, PE (309) 692-8500	10628 N. Galena Rd, Mossville, IL 61552	187	15"	Dec-19	S
GPSD - Peoria, IL	Jim Sloan (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	154	8" - 10"	Dec-19	S
Campbell / Lake County Highway	Austin Zupec (847) 336-9898	39207 N. Magnetics Blvd, Wadsworth, IL 60083	62	30"	Dec-19	S
Palos Heights, IL	Karl Schramm (708) 361-1806	7607 W. College Dr, Palos Heights, IL 60463	306	8"	Dec-19	S
Woodridge, IL	Jeff Moline (630) 719-4754	1 Plaza Dr, Woodridge, IL 60517	2,138	15" - 60"	Apr-20	S
Galesburg - School District	Ted Bailey, Roto-Rooter, (309) 343-6913	1310 Monmouth Blvd, Galesburg, IL 61401	120	10"	Dec-19	S
Lombard, IL	Ray Hoving (630) 620-3598	1051 S. Hammerschmidt Ave., Lombard, IL 60148	1,977	8" - 24"	Jan-20	S
Lincolnshire, IL	Waller Dittich (847) 913-2387	One Olde Half Day Rd, Lincolnshire, IL 60069	2,994	8"	Jan-20	S
PP1/Kingman, IN	Chad Wilson (815) 433-0080	1551 W. Norris Dr, Ottawa, IL 61350	8,021	8"	Jan-20	S
Pekin, IL	Joe Wueller (309) 477-2300	111 S. Capitol St., Pekin, IL 61554	2,293	14" - 34"	Feb-20	S
Tremont, IL	Brian Hild (309) 925-5711	211 S. Samson St, Tremont, IL 61568	515	15"	Feb-20	S
Limestone TWP, IL	Rick Allinder (309) 697-3811	1501 W. Garfield, Bartonville, IL 61607	99	18"	Feb-20	S
Mundelein, IL	Rob Greenfield (847) 949-3264	440 E. Crystal St., Mundelein, IL 60060	2,262	6" - 8"	Mar-20	S
Creve Coeur, IL	Jeff Sheffler (309) 694-4101	925 Wesley Road, Creve Coeur, IL 61610	3,358	15"	Mar-20	S
ICCI - IDOT, Creve Coeur, IL	Scott Reesie (309) 694-4224	420 Pinecrest Drive, East Peoria, IL 61611	825	12" - 18"	Mar-20	S
Crystal Lake, IL	Andrew Resek (815) 356-3700 x4041	100 W. Woodstock St, Crystal Lake, IL 60014	14,121	8" - 18"	Apr-20	S
Marshall, IL	Jason Goble (217) 465-5306	330 N. Central Ave., Paris, IL 61944	7,140	6" - 48"	Apr-20	S
Berkeley, IL	Joe Wagner (708) 234-2824	5819 Electric Ave., Berkeley, IL 60163	5,022	10" - 24"	Apr-20	S
Galesburg Sanitary District	Marshall Schrader (309) 342-0131	2700 W. Main St, Galesburg, IL 61401	60	8"	Apr-20	S
Lake Bluff, IL	Jeff Hanson, P.E. (847) 283-6884	40 E Center Ave, Lake Bluff, IL 60044	4,059	6" - 10"	Apr-20	S
Bartlett, IL	Dan Dingies (630) 837-0811	228 S. Main St., Bartlett, IL 60103	12,945	8"	May-20	S
IDOT (#68E16)	Ed Schenck III (309) 370-7521	401 Main St., Peoria, IL 61602-1111	1,379	18" - 72"	May-20	S
Bloomington, IL FY20	Ward Snarr (309) 287-3334	115 East Washington Street, Bloomington, IL 61701	0	8" - 48"	Dec-20	S
Pole Construction - IL Tollway	Nick Porter (847) 560-1077	2755 Church Rd., Aurora, IL 60502	352	15" - 36"	May-20	S
Montgomery Twp, IL	Art Wiegand (309) 275-1687	200 N. Eureka St. Goodfield, IL 61742	78	15"	May-20	S
McLean Co.	Luke Honulin, (309) 663-9445	102 S. Towanda Barnes Rd, Bloomington, IL 61705	166	36" - 48"	May-20	S
Limestone Twp, IL	Rick Allinder (309) 697-3811	1501 W. Garfield, Bartonville, IL 61607	448	12" - 15"	May-20	S
Limestone Twp, IL	Rick Allinder (309) 697-3811	1501 W. Garfield, Bartonville, IL 61607	36	15"	Jun-20	S
Des Plaines, IL	Tim O'Malley (847) 774-3018	111 Joseph Schwab Road, Des Plaines, IL	9,101	8"	Jun-20	S
Medina Township, Dunlap, IL	Frank Sturm, PE (309) 692-8500	7338 N. University St., Peoria, IL 61614	260	15"	Jun-20	S
					2019 Total	434,927



UTILITY CONTRACTORS  
P.O. Box 65  
1416 County Road 200 N  
Goodfield, IL 61742

Office: (309) 691-6653  
Fax: (309) 508-7990

## COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETE	Water/ Ambient
Any's	Tom Land (708) 429-0660	7455 W. Duvar Dr., Tinley Park, IL 60477	225	6"	Jun-20	S
East Peoria, IL	Cord Cniser (309) 397-1034	2232 E. Washington, East Peoria, IL 61611	427	8"	Jun-20	S
Peoria County	Jeff Gilles (309) 697-8400 ext. 127	6915 W. Plank Road, Peoria, IL 61604-5246	190	36"-54"	Jun-20	S
Deer Creek, IL	Gordon Robertson (309) 273-4472	P.O. Box 38, Deer Creek, IL 61733	289	8"	Jun-20	S
Joel Kennedy Construction - Fox Lake, IL	Michael Patti (847) 360-8080	40 Noll St., Waukegan, IL 60085	224	12"-15"	Jun-20	S
GPSD - Peoria, IL	Jim Sloan (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	9,776	8"-10"	Jun-20	S
Chillicothe Sanitary District	Dave Day (309) 274-3583	17116 N. 2nd St., Chillicothe, IL 61523	1,173	12"-21"	Jun-20	S
Lake Forest, IL	Bernard Ponder (847) 810-3556	800 North Field Drive, Lake Forest, IL 60045	3,678	8"-12"	Jul-20	S
IAWC - Fisher, IL	Matt White (217) 649-7797	1406 Cardinal Ct., Urbana, IL 61801	3,717	8"-12"	Jul-20	S
Komatsu	Keith Schroeder (309) 672-7170	2300 NE Adams St., Peoria, IL 61639	945	24"	Jul-20	S
Highland Park, IL	Wayne Bauer, (847) 926-1150	1150 Half Day Road, Highland Park, IL 60035	14,144	8"-15"	Jul-20	S
PFI / Kewanee, IL	Tom McGreevy, Performance Pipelining, (815) 433-0080	1551 W. Norris Dr., Ottawa, IL 61350	11,752	8"-12"	Jul-20	S
Wheeling, IL	Lana Rudnik (847) 279-6912	2 Community Blvd., Wheeling, IL 60090	3,904	8"-12"	Jul-20	S
Washington, IL	RJ (309) 231-5573	301 Walnut St., Washington, IL 61571	378	8"-18"	Jul-20	S
Nesle	Chad Wurmes (309) 319-3372	216 N. Morton Ave., Morton, IL 61550	81	8"	Jul-20	S
Limestone Twp., IL	Rick Allinder (309) 697-3811	1501 W. Garfield, Bartonville, IL 61607	66	24"	Aug-20	S
Genoa, IL	Janice Mellon (815) 784-2327	333 E. First St., Genoa, IL 60135	2,793	8"	Aug-20	S
Arlington Heights, IL	Mike Nolan (847) 840-9828	33 S. Arlington Heights Rd., Arlington Heights, IL 60005	12,514	8"-10"	Aug-20	S
Pekin, IL	Josie Esker (309) 478-5399	111 S. Capitol St., Pekin, IL 61554	182	62"	Aug-20	S
IAWC - Washington, IL	Eric Larson (309) 566-4133	8400 N. University, Peoria, IL 61615	983	8"	Aug-20	S
Washington, IL	RJ (309) 231-5573	301 Walnut St., Washington, IL 61571	1,217	8"-12"	Aug-20	S
Limestone TWP., IL	Rick Allinder (309) 697-3811	1501 W. Garfield, Bartonville, IL 61607	154	15"	Aug-20	S
Woodridge, IL	Jeff Moline (630) 719-4754	1 Plaza Dr., Woodridge, IL 60517	22,618	8"-24"	Aug-20	S
Bensenville, IL	Mehul Patel, (630) 594-1196	717 E. Jefferson, Bensenville, IL 60106	220	12"-36"	Aug-20	S
Winnetka, IL	James Bernhal (847) 716-3261	1390 Willow Rd., Winnetka, IL 60093	6,322	8"-18"	Aug-20	S
Northfield, IL	Dick Knudson (847) 441-3810	361 Hagg Road Northfield, IL 60093	642	8"-18"	Aug-20	S
Chuck Schaidle - Metamora, IL	0	1309 Lourdes Rd., Metamora, IL 61548	112	24"	Aug-20	S
Evergreen Park, IL	Gavin Yeaman, (708) 768-2539, (708) 229-3350	9418 S Kedzie Ave., Evergreen Park, IL 60805	5,889	10"	Aug-20	S
Normal, IL	Jason Comfort (309) 433-9917	1301 Warriner St., Normal, IL 61761	8,477	8"-24"	Sep-20	S
Buffalo Grove, IL	Darin Monaco, PE (847) 459-2523	51 Raupp Blv., Buffalo Grove, IL 60089	7,636	8"-12"	Sep-20	S
IAWC - Washington, IL	Albert Huff, (309) 883-6045	110 W. Front St., Fisher, IL 61843	3,623	8"-12"	Sep-20	S
Ladd, IL	Doug Englehaugt (815) 878-5506	121 N. Main Ave., Ladd, IL 61329	505	15"	Sep-20	S
Bushnell, IL	Megan Crook, Engineer (309) 833-4594	McClure Engineering, 714 E. Jackson St., Macomb, IL 61455	7,248	8"-15"	Sep-20	S
IAWC - Mount Prospect, IL	Henry Maradiaga (630) 538-1041	1000 Internationale Parkway, Woodridge, IL 60517	31,497	8"-12"	Sep-20	S
Limestone Twp., IL	Rick Allinder (309) 697-3811	1501 W. Garfield, Bartonville, IL 61607	331	12"-18"	Sep-20	S
IAWC - Glasford, IL	Albert Huff, (309) 883-6045	8400 N. University, Peoria, IL 61615	4,809	8"	Sep-20	S
Manito, IL	Steve Sondag, (773) 469-1365	109 North Broadway, Manito, IL 61546	122	10"	Sep-20	S
Limestone Twp., IL	Rick Allinder (309) 697-3811	1501 W. Garfield, Bartonville, IL 61607	59	15"	Sep-20	S
Tazewell Co. Hwy Dept. / Tazewell County, IL	Dave Schreuermann (309) 925-5532	21308 IL Route 9 Tremont, IL 61568	332	24"-42"	Oct-20	S
Shorewood, IL	Brian Fuchs, RJN, (630) 682-4700	950 Essington Rd., Joliet, IL 60435	10,579	8"-12"	Oct-20	S
IAWC - Washington, IL	Albert Huff, (309) 883-6045	8400 N. University, Peoria, IL 61615	492	8"	Oct-20	S
IAWC - Fisher, IL	Matt White (217) 649-7797	1406 Cardinal Ct., Urbana, IL 61801	4,767	8"-12"	Oct-20	S
Spring Valley, IL	Jeff Norton (815) 664-4221	215 N. Greenwood St., Spring Valley, IL 61362	158	48"	Oct-20	S
Germanatown Hills, IL	Rich Brecklin (309) 383-2200	216 Holland Rd., Germanatown Hills, IL 61548	56	36"	Oct-20	S
Naperville, IL	Dave Naley, (630) 548-2981	400 S. Eagle St., Naperville, IL 60540	10,420	10"-30"	Oct-20	S
GPSD - Peoria, IL	Jim Sloan (309) 637-3511	2322 S. Darst St., Peoria, IL 61607-2093	11,780	8"-24"	Nov-20	S
Mundelein, IL	Paul Cacopio, (847) 875-2554	1610 S. Milwaukee Ave., Libertyville, IL 60048	3,099	8"-15"	Nov-20	S
Rolling Meadows, IL	Dan Seveska (847) 963-0500	3900 Berdick St., Rolling Meadows, IL 60008	9,323	8"-24"	Nov-20	S
Tremont, IL	Brian Hild (309) 925-5711	211 S. Samson St., Tremont, IL 61568	500	10"-12"	Nov-20	S
Cambridge, IL	Ed Dole, (309) 937-3380	124 W. Exchange St., Whyoming, IL 61491	1,135	8"	Nov-20	S
Coal Valley, IL	Annette Ernst (309) 799-3604	P.O. Box 105 Coal Valley, IL 61240	1,949	8"-12"	Nov-20	S
Havana, IL	Jewel Bucy (309) 543-2526	107 N. High St., Havana, IL 62844	55	48"	Nov-20	S
East Peoria, IL	Patrick Meyer, PE (309) 446-9907	2232 E. Washington, East Peoria, IL 61611	55	15"	Nov-20	S
East Moline, IL	Tim Kammiller (309) 752-1595	1200 13th Ave., East Moline, IL 61244	10,836	8"-18"	Dec-20	S



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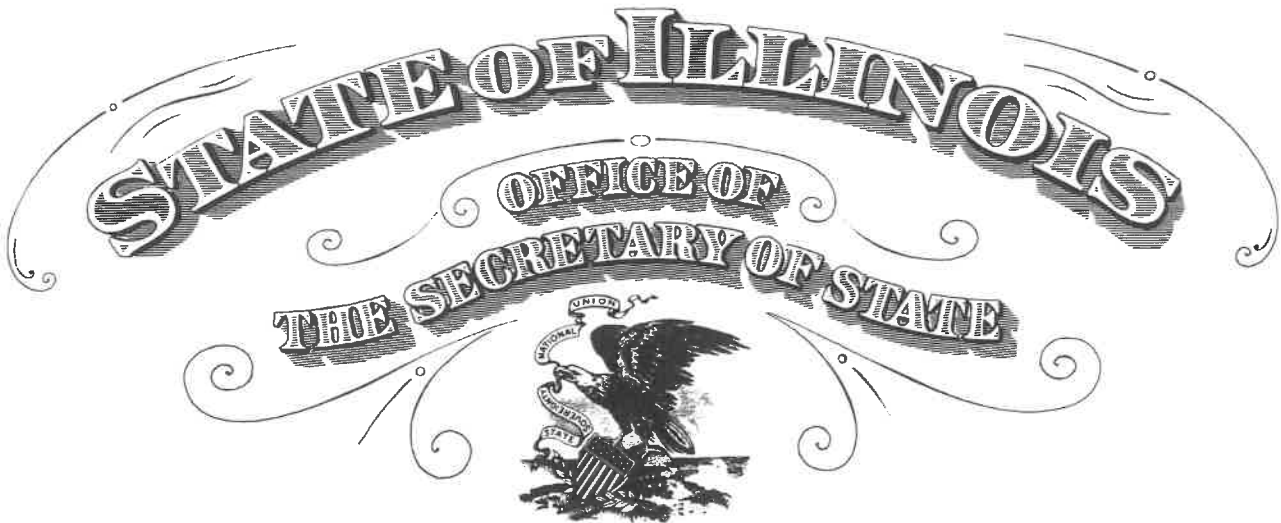


### COMPLETED CIPP LINING PROJECTS

CITY/STATE	CONTACT	ADDRESS	LENGTH	SIZE	COMPLETE	Water/ Ambient
Bloomington, IL FY20 (BNWRD pipe bid on this job)	Ward Snarr (309) 287-3334	115 East Washington Street, Bloomington, IL 61701	1,139	48"	Dec-20	S
Lincolnshire, IL	Walter Dittrich (847) 913-2387	One Olde Half Day Rd, Lincolnshire, IL 60069	3,455	8"-12"	Dec-20	S
Lake County, IL	Heather Galen (847) 377-7141	650 W. Winchester Rd Libertyville, IL 60048	9,941	8"	Dec-20	S
Hanna City, IL	Brian Baylor (309) 565-7411	313 N. First St, Hanna City, IL 61536	296	8"	Dec-20	S
Galesburg Sanitary District	Marshall Schrader (309) 342-0131	2700 W. Main St, Galesburg, IL 61401	3,170	8"-24"	Dec-20	S
Wood Dale, IL / RJN Group	Patrick Hulsebosch, RJN (224) 425-1014	200 W. Front Street Wheaton, IL 60187	2,470	8"	Dec-20	S
Medina TWP, IL	Frank Sturm, PE (309) 692-8500	P.O. Box 170, Mossville, IL 61552	671	12"-15"	Dec-20	S
Glenview, IL	Tim Schwister (847) 904-4422	2500 E Lake Ave, Glenview, IL 60026	6,588	8"-21"	Jan-21	S
UCSD	Brad Bennett (217) 367-3409, ext 1226	1100 E. University Ave, Urbana, IL 61803	6,120	8"-38"	Jan-21	S
Effingham, IL	Mike French (217) 342-5300	201 E. Jefferson, Effingham, IL 62401	6,685	8"-15"	Jan-21	S
Prospect Heights, IL	Patrick Glenn, GHA (847) 478-9700	625 Forest Edge Drive Vernon Hills, IL 60061	4,294	8"-15"	Jan-21	S
0 0	0 0	0	0	0	Jan-00	0
2020 Total			356,659			

File Number

5761-511-7



***To all to whom these Presents Shall Come, Greeting:***

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

HOERR CONSTRUCTION, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 29, 1993, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set***  
*my hand and cause to be affixed the Great Seal of*  
*the State of Illinois, this 12TH*  
*day of MARCH A.D. 2021 .*

*Jesse White*

SECRETARY OF STATE

Authentication #: 2107101378 verifiable until 03/12/2022

Authenticate at: <http://www.cyberdriveillinois.com>



# AIA Document A310tm - 2010

## Bid Bond

### Contractor:

*(Name, Legal Status and Address)*

Hoerr Construction Inc  
P O Box 65  
Goodfield IL 61742

### Surety:

*(Name, Legal Status and Principal Place of Business)*

West Bend Mutual Insurance Company  
1900 S 18th St., P O Box 1995  
West Bend WI 53095

### Owner:

*(Name, Legal Status and Address)*

City of Des Plaines  
1420 Miner St /Northwest Hwy  
Des Plaines, IL 60016

**Bond Amount:** Five percent of bid

### Project:

*(Name, location or address, and Project number, if any)*

City of Des Plaines - 2021 Sewer Lining  
CIPP & Related Work in Des Plaines

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner 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 a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waived any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.


The document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

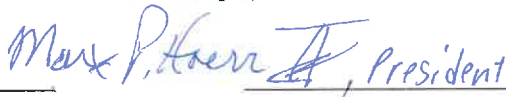
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.




Signed and sealed this 30th day of April, 2021

  
(Witness)

  
(Witness)

Hoerr Construction Inc  
(Contractor as Principal) (Seal)  
  
(Title)

West Bend Mutual Insurance Company  
(Surety) (Seal)  
  
(Title) Blake E. Allison Attorney-in-Fact

State of Illinois

} ss:

County of Macon

On 30th day of April, 2021 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn,  
personally appeared **Blake E Allison**

known to me to be Attorney-in-Fact of **West Bend Mutual Insurance Company**  
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument  
in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

*Catherine L Ater*  
(Notary Public)





THE SILVER LINING®

Bond No. 2489070

## POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Blake E Allison

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21<sup>st</sup> day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest

Christopher C. Zwygart

Christopher C. Zwygart  
Secretary

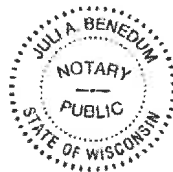


Kevin A. Steiner

Kevin A. Steiner  
Chief Executive Officer/President

State of Wisconsin  
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum  
Juli A. Benedum  
Senior Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 30th day of April, 2021



Heather A. Dunn  
Heather Dunn  
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD VIA ZOOM VIDEO CONFERENCE ON MONDAY, MAY 3, 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 7:02 p.m. The meeting was lived-streamed via: <http://desplaines.org/accessdesplaines> and played on DPTV Channel 17 on Monday, May 3, 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, Assistant City Manager/Director of Finance Wisniewski, 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 Smith followed by the Pledge of Allegiance to the Flag of the United States of America offered by Alderman Rodd.

**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](mailto:publiccomments@desplaines.org) or phoned in to the City Clerk's Office by 5:00 p.m. on May 3, 2021.

Resident John Maag disagreed with the recent agreement authorizing a wage increase for the City Manager and reminded Senior Citizens who need any type of assistance to contact the Center for Concern.

Javier Montez owner of Las Torres, 1118 Lee Street, requested assistance from the city inspectors to get his restaurant open for business.

**ALDERMEN AND MAYORAL ANNOUNCEMENT**

Mayor Bogusz, City Clerk Tsalapatanis, Alderman Rodd and Alderman Smith expressed their appreciation to the residents, elected officials and staff and congratulated the newly elected officials.

**MANAGER'S REPORT:**

None

**CONSENT AGENDA:**

Moved by Rodd, seconded by Zadrozny, to establish the Consent Agenda. Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny  
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

**Cont.** Motion declared carried.

Moved by Smith, seconded by Goczkowski, to approve the Consent Agenda. 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.

Minutes were approved; Ordinance M-6-21 was adopted; Resolutions R-79-21, R-80-21, R-81-21, R-82-21, R-84-21 were adopted.

**AWARD  
BID/CRACK &  
CONCRETE  
SEALING:**  
**Consent Agenda**

Moved by Smith, seconded by Goczkowski, to approve Resolution R-79-21, A RESOLUTION APPROVING AN AGREEMENT WITH DENLER, INC FOR ASPHALT CRACK SEALING AND CONCRETE JOINT SEALING in the amount of \$72,070. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-79-21**

**AUTHORIZE  
AGMT/  
ALGONQUIN  
ROAD:**  
**Consent Agenda**

Moved by Smith, seconded by Goczkowski, to approve Resolution R-80-21, A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-80-21**

**AWARD BID/  
CIP STREET &  
UTILITY  
IMPROVEMENTS:**  
**Consent Agenda**

Moved by Smith, seconded by Goczkowski, to approve Resolution R-81-21, A RESOLUTION APPROVING AN AGREEMENT WITH JOHN NERI CONSTRUCTION, INC OR THE 2021 CAPITAL IMPROVEMENT PROGRAM STREET AND UTILITY IMPROVEMENTS, CONTRACT A. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-81-21**

**AWARD BID/CIP  
CONCRETE  
IMPROVEMENTS:**  
**Consent Agenda**

Moved by Smith, seconded by Goczkowski, to approve Resolution R-82-21, A RESOLUTION APPROVING AN AGREEMENT WITH DINATALE CONSTRUCTION, INC FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM CONCRETE IMPROVEMENTS, MFT-21-00000-01-GM in the amount of \$730,388.80. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-82-21**

**APPROVE**  
**PURCHASE/1380**  
**E. OAKTON**  
**STREET:**  
**Consent Agenda**

Moved by Smith, seconded by Goczkowski, to approve Resolution R-84-21, A RESOLUTION AUTHORIZING THE PURCHASE OF THE PROPERTY LOCATED AT 1380 E OAKTON AVENUE, DES PLAINES, ILLINOIS in the amount of \$190,619. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution**  
**R-84-21**

**SECOND**  
**READING/**  
**ORD. M-6-21:**  
**Consent Agenda**

Moved by Smith, seconded by Goczkowski, to approve Second Reading Ordinance M-6-21, AN ORDINANCE AUTHORIZING THE DISPOSITION OF SURPLUS PERSONAL PROPERTY OWNED BY THE CITY OF DES PLAINES. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE**  
**MINUTES:**  
**Consent Agenda**

Moved by Smith, seconded by Goczkowski, to approve the Minutes of the City Council meeting of April 19, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda

**APPROVE**  
**MINUTES:**  
**Consent Agenda**

Moved by Smith, seconded by Goczkowski, to approve the Closed Session Minutes of the City Council meeting of April 19, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda

**NEW BUSINESS:**

**FINANCE & ADMINISTRATION** – Alderman Chester, Chairman

**WARRANT**  
**REGISTER:**

**Resolution**  
**R-83-21**

Moved by Chester, seconded by Rodd, to approve the Warrant Register of May 3, 2021 in the Amount of \$4,246,474.44 and approve Resolution R-83-21. 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.

**RECESS:**

Moved by Zadrozny, seconded by Rodd, to recess the meeting at 7:50 p.m. for the presentation of plaques to the outgoing elected officials and the swearing-in of the newly elected officials. Motion declared carried.

**PRESENTATION:**

City Manager Bartholomew presented items of appreciation for service to:  
Matthew Bogusz – Mayor, 2013-2021  
Jennifer Tsalapatanis – City Clerk, 2017-2021  
Denise Rodd – Third Ward Alderman, 2013-2021  
Don Smith – Seventh Ward Alderman, 2014-2021 and 1997-2009

**SWEARING-IN**  
**CEREMONY:**

The Honorable Judge Bruce Lester administered the Oath of Office to the following newly-elected officials:

Andrew Goczkowski – Mayor  
Jessica M. Mastalski – City Clerk  
Mark A. Lysakowski – Alderman – First Ward  
Sean Oskerka – Alderman – Third Ward  
Carla Brookman – Alderman – Fifth Ward  
Patricia Smith – Alderman – Seventh Ward

**COUNCIL  
RECONVENED:**

Mayor Goczkowski called the meeting back to order at 7:56 p.m.  
Roll Call indicated the following Aldermen present: Lysakowski, Moylan, Oskerka, Zadrozny, Brookman, Chester and Smith

**COMMITTEE ON  
COMMITTEES:**

Moved by Chester, seconded by Zadrozny, to nominate Alderman Brookman as the Chairman of Committee on Committees.

Alderman Brookman requested that Committee forms be made available to the Aldermen and the date for a meeting of Committee on Committees is May 17, 2021.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny  
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**DECLARATION  
OF CIVIL  
EMERGENCY:**

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 the Supplemental Order dated July 29, 2020.

Mayor Goczkowski presented an extension to the Declaration of Civil Emergency.

Moved by Moylan, seconded by Zadrozny, to extend the 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 - Lysakowski, Moylan, Oskerka, Zadrozny  
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**ADJOURNMENT:**

Moved by Brookman, seconded by Chester, to adjourn the meeting. Upon voice vote, motion declared carried. The meeting adjourned at 8:00 p.m.

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Jessica M. Mastalski – City Clerk

APPROVED BY ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2021

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Andrew Goczkowski, MAYOR





MEMORANDUM

**Date:** May 10, 2021  
**To:** Mayor Goczowski and Aldermen of the City Council  
**From:** Michael G. Bartholomew, City Manager *MB*  
**Subject:** Committee Assignments

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Attached is a resolution regarding the committee assignments of the Des Plaines City Council for the years 2021-2023 for your consideration at the May 17, 2021 City Council Meeting.

**Attachment:** Resolution R-94-21

**CITY OF DES PLAINES**

**RESOLUTION R - 94 - 21**

**A RESOLUTION DESIGNATING THE CHAIRS, VICE-CHAIRS AND MEMBERS OF THE STANDING COMMITTEES OF THE DES PLAINES CITY COUNCIL.**

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

**WHEREAS**, the City of Des Plaines held its consolidated election on Tuesday, April 6, 2021; and

**WHEREAS**, the newly elected aldermen were sworn in on May 3, 2021; and

**WHEREAS**, subsequently, pursuant to Chapter 6 of Title 1 of the City of Des Plaines City Code, the committee on committees submitted its recommendations to the City Council proposing the chairs, vice-chairs, and members of each of the Council's standing committees ("*Proposed Committee Assignments*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to approve the Proposed Committee Assignments;

**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 COMMITTEE ASSIGNMENTS.** The City Council hereby approves the Proposed Committee Assignments, as set forth in **Exhibit A** to this Resolution.

**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 \_\_\_\_

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Resolution Designating the Chairs and Members of the Standing Committees 2021

**2021-2023**

**COMMITTEE ASSIGNMENTS**

**BUILDING CODE**

\_\_\_\_\_ - **Chairman**  
\_\_\_\_\_ - Vice-Chair  
\_\_\_\_\_ - Member

**COMMUNITY DEVELOPMENT**

\_\_\_\_\_ - **Chairman**  
\_\_\_\_\_ - Vice-Chair  
\_\_\_\_\_ - Member

**COMMUNITY SERVICES**

\_\_\_\_\_ - **Chairman**  
\_\_\_\_\_ - Vice-Chair  
\_\_\_\_\_ - Member

**ENGINEERING**

\_\_\_\_\_ - **Chairman**  
\_\_\_\_\_ - Vice-Chair  
\_\_\_\_\_ - Member

**FINANCE & ADMINISTRATION**

\_\_\_\_\_ - **Chairman**  
\_\_\_\_\_ - Vice-Chair  
\_\_\_\_\_ - Member

**LEGAL & LICENSING**

\_\_\_\_\_ - **Chairman**  
\_\_\_\_\_ - Vice-Chair  
\_\_\_\_\_ - Member

**PUBLIC SAFETY**

\_\_\_\_\_ - **Chairman**  
\_\_\_\_\_ - Vice-Chair  
\_\_\_\_\_ - Member

**PUBLIC WORKS**

\_\_\_\_\_ - **Chairman**  
\_\_\_\_\_ - Vice-Chair  
\_\_\_\_\_ - Member



FINANCE DEPARTMENT

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

MEMORANDUM

Date: May 5, 2021  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-89-21, May 17, 2021 Warrant Register

A handwritten signature in blue ink, likely belonging to Dorothy Wisniewski, is written over the 'From' line of the memorandum.

**Recommendation:** I recommend that the City Council approve the May 17, 2021 Warrant Register Resolution R-89-21.

Warrant Register.....\$3,011,537.70

**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 1<sup>st</sup> & 2<sup>nd</sup> installments of property tax revenue.*

**CITY OF DES PLAINES**

**RESOLUTION**

**R-89-21**

**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.**

**May 17, 2021**

# City of Des Plaines

## Warrant Register 05/17/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
1	4160	Real Estate Transfer Tax	8401 Oberth, Ellen & Jennifer	Refund 04/19/21 Real Estate Transfer Tax Refund 04/19/2021	350.00
2	4160	Real Estate Transfer Tax	8400 Agrabawi, Michael L	Refund 04/19/21 Real Estate Transfer Tax Refund 04/19/2021	1,170.00
3	4630	Resident Ambulance Fees	2325 Thompson , Norma A	DPIL-200041708:1 Medical Reimbursement DOS 11/06/2020	96.33
4	4630	Resident Ambulance Fees	8402 Covid 19 HRSA Uninsured Tested and Treatment Fund	DPIL-200042853:1 Medical Reimbursement DOS 11/13/2020	498.43
5	4630	Resident Ambulance Fees	8402 Covid 19 HRSA Uninsured Tested and Treatment Fund	DPIL-200043584:1 Medical Reimbursement DOS 11/18/2020	408.74
6	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-200024812:1 Medical Reimbursement DOS 07/04/2020	1,533.00
7	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-200033525:1 Medical Reimbursement DOS 09/04/2020	1,375.65
8	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-200038431:1 Medical Reimbursement DOS 10/12/2020	1,118.39
<b>Total 00 - Non Departmental</b>					<b>6,550.54</b>

<b>Elected Office</b>					
<b>Division: 110 - Legislative</b>					
9	6015	Communication Services	1552 Verizon Wireless	9877593470 Communication Service 03/14-04/13/2021	434.70
10	7320	Equipment < \$5,000	1552 Verizon Wireless	9877593470 Communication Service 03/14-04/13/2021	3,180.61
11	7320	Equipment < \$5,000	1552 Verizon Wireless	9877593470 Communication Service 03/14-04/13/2021	349.99
<b>Total 110 - Legislative</b>					<b>3,965.30</b>

<b>Division: 120 - City Clerk</b>					
12	6015	Communication Services	1552 Verizon Wireless	9877593470 Communication Service 03/14-04/13/2021	42.47
13	6100	Publication of Notices	1050 Journal & Topics Newspapers	185416 Legal Notice - 2021 CIP Contract MFT 04/07/2021	86.55
14	6100	Publication of Notices	1050 Journal & Topics Newspapers	185417 Legal Notice - Levy 50 Operator Repl 04/07/2021	112.52
15	6100	Publication of Notices	1050 Journal & Topics Newspapers	185459 Legal Notice - 2021 CIP Contract 04/14/2021	86.55
16	6100	Publication of Notices	1050 Journal & Topics Newspapers	185460 Legal Notice - 2021 Sanitary Sewer 04/14/2021	77.90
<b>Total 120 - City Clerk</b>					<b>405.99</b>

<b>Total 10 - Elected Office</b>					<b>4,371.29</b>
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<b>City Administration</b>					
<b>Division: 210 - City Manager</b>					
17	6015	Communication Services	1552 Verizon Wireless	9877593470 Communication Service 03/14-04/13/2021	42.47
<b>Total 210 - City Manager</b>					<b>42.47</b>

# City of Des Plaines

## Warrant Register 05/17/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Division: 220 - Legal</b>					
18	6005	Legal Fees	8398 Addis Greenberg LLC	20531 Legal Fees for Telephone Consultations January - October 2020	1,627.50
19	6005	Legal Fees	8133 Elrod Friedman LLP	3673 3-21 Non-Retainer Matters	2,016.50
20	6005	Legal Fees	8133 Elrod Friedman LLP	3682 3-21 Non-Retainer Litigation	285.00
21	6005	Legal Fees	8133 Elrod Friedman LLP	3695 3-21 Non-Retainer Litigation	1,050.00
22	6005	Legal Fees	8133 Elrod Friedman LLP	MAR 2021 RET March 2021 Retainer	18,500.00
23	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	04-21 Legal Fees for Administrative Hearings April 2021	900.00
24	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-08 Traffic Court, Administrative Hearings & Other 4/15-4/27/2021	345.00
25	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	3687 3-21 Non-Retainer PSEBA Proceedings	855.00
26	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	3688 3-21 Non-Retainer PSEBA Proceedings	228.00
<b>Total 220 - Legal</b>					<b>25,807.00</b>

<b>Division: 230 - Information Technology</b>					
27	6015	Communication Services	1552 Verizon Wireless	9877593470 Communication Service 03/14-04/13/2021	283.05
<b>Total 230 - Information Technology</b>					<b>283.05</b>

<b>Division: 240 - Media Services</b>					
28	6015	Communication Services	1552 Verizon Wireless	9877593470 Communication Service 03/14-04/13/2021	158.42
29	6108	Public Relations & Communications	5079 RV Enterprises Ltd	04210126 100 Branded Retractable Badge Holders for Giveaways	288.00
30	6195	Miscellaneous Contractual Services	5552 EDC Electronic Directory Corporation	41927 Electronic Directory Service and Support 8/28/2021 - 8/27/2022	379.00
31	6195	Miscellaneous Contractual Services	3294 AVI Systems Inc	88728741 Council Chambers Audio-Visual PRO Support 6/11/2021-6-10/2022	5,500.00
32	7200	Other Supplies	2016 Signarama	42012 2 Name Badges and One Engraved Nameplate	75.00
<b>Total 240 - Media Services</b>					<b>6,400.42</b>

<b>Division: 250 - Human Resources</b>					
33	6015	Communication Services	1552 Verizon Wireless	9877593470 Communication Service 03/14-04/13/2021	42.47
<b>Total 250 - Human Resources</b>					<b>42.47</b>

<b>Division: 260 - Health &amp; Human Services</b>					
34	6545	Subsidy - Social Service Agency	1383 Frisbie Senior Center	SSF 2021 2021 Social Service Funding for Feed My Sheep R-75-21	4,500.00
35	6545	Subsidy - Social Service Agency	2978 Maine Niles Association of Special Recreation	SSF 2021 2021 Social Service Funding - R-75-21	2,000.00



# City of Des Plaines

## Warrant Register 05/17/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
36	6545	Subsidy - Social Service Agency	1262 North Shore Senior Center	SSF 2021 2021 Social Service Funding - R-75-21	10,000.00
37	6545	Subsidy - Social Service Agency	2977 HandsOn Suburban Chicago	SSF 2021 2021 Social Service Funding - R-75-21	2,000.00
38	6545	Subsidy - Social Service Agency	7024 St Mary's Services	SSF 2021 2021 Social Service Funding - R-75-21	5,000.00
39	6545	Subsidy - Social Service Agency	1329 Journeys - The Road Home	SSF 2021 2021 Social Service Funding - R-75-21	5,000.00
40	6545	Subsidy - Social Service Agency	1333 Kenneth Young Center	SSF 2021 2021 Social Service Funding - R-75-21	4,972.00
41	6545	Subsidy - Social Service Agency	1343 Life Span	SSF 2021 2021 Social Service Funding - R-75-21	5,000.00
42	6545	Subsidy - Social Service Agency	1264 North West Housing Partnership	SSF 2021 2021 Social Service Funding - R-75-21	6,116.00
43	6545	Subsidy - Social Service Agency	1269 Northwest Suburban Day Care Center	SSF 2021 2021 Social Service Funding - R-75-21	9,500.00
44	6545	Subsidy - Social Service Agency	6502 Open Communities	SSF 2021 2021 Social Service Funding - R-75-21	5,544.00
45	6545	Subsidy - Social Service Agency	1188 Self Help Closet & Pantry of Des Plaines	SSF 2021 2021 Social Service Funding - R-75-21	15,000.00
46	6545	Subsidy - Social Service Agency	1215 Suburban Primary Healthcare Council	SSF 2021 2021 Social Service Funding - R-75-21	6,000.00
47	6545	Subsidy - Social Service Agency	1122 Children's Advocacy Center of NW Cook County	SSF 2021 2021 Social Service Funding - R-75-21	5,000.00
48	6545	Subsidy - Social Service Agency	7765 Clean Up - Give Back.Org	SSF 2021 2021 Social Service Funding - R-75-21	5,588.00
49	6545	Subsidy - Social Service Agency	4759 Connections for the Homeless Inc	SSF 2021 2021 Social Service Funding - R-75-21	5,000.00
50	6545	Subsidy - Social Service Agency	2979 Des Plaines Community Foundation	SSF 2021 2021 Social Service Funding - R-75-21	6,214.00
51	6545	Subsidy - Social Service Agency	7020 Older Adult Services	SSF 2021 2021 Social Service Funding - R-75-21	4,268.00
52	6545	Subsidy - Social Service Agency	7021 Alliance for Immigrant Neighbors	SSF 2021 2021 Social Service Funding - R-75-21	4,000.00
53	6545	Subsidy - Social Service Agency	2975 Avenues to Independence	SSF 2021 2021 Social Service Funding - R-75-21	2,500.00
54	6545	Subsidy - Social Service Agency	1097 Bessie's Table	SSF 2021 2021 Social Service Funding - R-75-21	3,000.00
55	6545	Subsidy - Social Service Agency	1169 Center of Concern	SSF 2021 2021 Social Service Funding - R-75-21	14,250.00
56	6545	Subsidy - Social Service Agency	4760 Bridge Youth & Family Services, The	SSF 2021 2021 Social Service Funding - R-75-21	5,000.00
57	6545	Subsidy - Social Service Agency	1170 Harbour Inc, The	SSF 2021 2021 Social Service Funding - R-75-21	3,000.00
58	6545	Subsidy - Social Service Agency	7025 Josselyn Center NFP, The	SSF 2021 2021 Social Service Funding - R-75-21	9,500.00
59	6545	Subsidy - Social Service Agency	1272 NW Center Against Sexual Assault	SSF 2021 2021 Social Service Funding - R-75-21	3,000.00
60	6545	Subsidy - Social Service Agency	4767 KAN-WIN	SSF 2021 2021 Social Service Funding - R-75-21	5,000.00
61	6545	Subsidy - Social Service Agency	4912 Northwest Compass Inc	SSF 2021 2021 Social Service Funding - R-75-21	4,048.00

# City of Des Plaines

## Warrant Register 05/17/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
62	6550	Subsidy - Senior Citizen Cab Service	3344 Taxi One of Des Plaines Inc	0000033 Taxi Cab Voucher Program- March 2021 M-12-11	60.00
<b>Total 260 - Health &amp; Human Services</b>					<b>160,060.00</b>

<b>Total 20 - City Administration</b>	<b>192,635.41</b>
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Department: 30 - Finance						
63	6000	Professional Services	2071 Lauterbach & Amen, LLP	54846	Pension Actuarial & GASB 67/68 Report for FY2020	4,180.00
64	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	99.72
65	6110	Printing Services	1233 Press Tech Inc	47741	3 Boxes of Business Cards 04/16/2021	60.00
66	7000	Office Supplies	1644 Warehouse Direct Inc	4945993-0	Pencils, Post-It Notes, Etc.	250.65
67	7200	Other Supplies	1644 Warehouse Direct Inc	4945993-0	Pencils, Post-It Notes, Etc.	57.41
68	7500	Postage & Parcel	1041 Federal Express	7-339-46321	Delivery Service 03/16/2021	31.79
Total 30 - Finance						4,679.57

<b>Community Development</b>						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
69	6000	Professional Services	3337 HR Green Inc	142857	Building Services/Inspections 3/1/21-3/31/21	3,715.00
70	6000	Professional Services	8304 TPI Building Code Consultants Inc	202103	Health Inspections - March 2021	6,557.50
71	6000	Professional Services	6315 B&F Construction Code Services Inc	55822	Plan Review - 3/16/21 - Project # 1121086	642.00
72	6000	Professional Services	6315 B&F Construction Code Services Inc	55901	Plan Review - 3/29/21 - Project # 1122887	608.56
73	6000	Professional Services	6315 B&F Construction Code Services Inc	55962	Plan Review - 4/5/21 - Project # 1122920	869.37
74	6000	Professional Services	6315 B&F Construction Code Services Inc	55965	Plan Review - 4/5/21 - Project # 1122953	8,816.80
75	6000	Professional Services	6315 B&F Construction Code Services Inc	56094	Plan Review - 4/19/21 - Project # 1123038	877.91
76	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	D70576	118 Elevator Inspections - 1/4/21-4/6/21	944.00
77	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	D70685	92 Elevator Inspections - 10/27/20-2/3/21	688.00
78	6005	Legal Fees	8133 Elrod Friedman LLP	3684	3-21 Non-Retainer Property Enforcement Matters	4,981.50
79	6005	Legal Fees	8133 Elrod Friedman LLP	3685	3-21 Non-Retainer Property Enforcement Matters	1,596.00
80	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	411.78
81	6310	R&M Vehicles	1036 Des Plaines Car Wash	Mar 2021 City	10 Car Washes - March 2021	24.00
82	7000	Office Supplies	1644 Warehouse Direct Inc	4934481-0	Kitchen Supplies, Disinfectant Supplies, Sticky Notes	18.54
83	7000	Office Supplies	1644 Warehouse Direct Inc	4935761-0	4 Boxes Copy Paper	88.94
84	7000	Office Supplies	1644 Warehouse Direct Inc	4944579-0	2 Boxes Pencils, Hand Sanitizer	9.70
85	7200	Other Supplies	1644 Warehouse Direct Inc	4934481-0	Kitchen Supplies, Disinfectant Supplies, Sticky Notes	106.78

# City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
86	7200	Other Supplies	1644 Warehouse Direct Inc	4934481-1	1 Box of Face Masks	9.99
87	7200	Other Supplies	1644 Warehouse Direct Inc	4944579-0	2 Boxes Pencils, Hand Sanitizer	28.72
Total 410 - Building & Code Enforcement						30,995.09

<b>Division: 420 - Planning &amp; Zoning</b>						
88	5310	Membership Dues	2489 American Planning Association	176155-2144	APA/APA IL Membership for Assoc Planner - 7/1/21-6/30/22	446.00
89	6005	Legal Fees	8133 Elrod Friedman LLP	3676	3-21 Non-Retainer Matters	960.00
90	6005	Legal Fees	8133 Elrod Friedman LLP	3696	3-21 Non-Retainer Matters	791.00
91	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	42.47
92	7000	Office Supplies	1644 Warehouse Direct Inc	4934481-0	Kitchen Supplies, Disinfectant Supplies, Sticky Notes	18.53
93	7000	Office Supplies	1644 Warehouse Direct Inc	4935761-0	4 Boxes Copy Paper	88.94
94	7000	Office Supplies	1644 Warehouse Direct Inc	4944579-0	2 Boxes Pencils, Hand Sanitizer	9.70
95	7200	Other Supplies	1644 Warehouse Direct Inc	4934481-0	Kitchen Supplies, Disinfectant Supplies, Sticky Notes	106.78
96	7200	Other Supplies	1644 Warehouse Direct Inc	4944579-0	2 Boxes Pencils, Hand Sanitizer	28.72
97	7300	Uniforms	1538 Lands' End Business Outfitters	SIN9127001	Uniform Jacket for Associate Planner	78.91
<b>Total 420 - Planning &amp; Zoning</b>						<b>2,571.05</b>

<b>Division: 430 - Economic Development</b>						
98	6601	Incentive - Business Assistance	8397 Evolution Music	BAP - 4/26/21	Business Assistance Program - 1175 Lee St - R-85-20	19,931.57
<b>Total 430 - Economic Development</b>						<b>19,931.57</b>

<b>Total 40 - Community Development</b>						<b>53,497.71</b>
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<b>Public Works &amp; Engineering</b>						
<b>Division: 100 - Administration</b>						
99	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	100.13
100	6040	Waste Hauling & Debris Removal	8234 Kuusakoski US LLC	A-8439	Electronics Recycling - 04/08/2021	1,432.80
101	6040	Waste Hauling & Debris Removal	8234 Kuusakoski US LLC	A-8444	Electronics Recycling - 04/13/2021	933.85
102	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000037569	Kronos User Fees - March 2021	176.00
<b>Total 100 - Administration</b>						<b>2,642.78</b>

<b>Division: 510 - Engineering</b>						
103	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	377.85
104	6310	R&M Vehicles	1036 Des Plaines Car Wash	Mar 2021 City	10 Car Washes - March 2021	18.00
<b>Total 510 - Engineering</b>						<b>395.85</b>

# City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Division: 530 - Street Maintenance</b>					
105	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G129000003898 Toll Fees - 01/01/2021-03/31/2021	53.40
106	6015	Communication Services	1552 Verizon Wireless	9877593470 Communication Service 03/14-04/13/2021	361.87
107	6045	Utility Locate Services	1052 Julie Inc	2021 2021 Julie Fees 2nd-4th Qtr - 12/31/2021-04/20/2021	3,247.68
108	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	3542 Emergency Tree Removal - 2250 Maple - 04/12/2021, R-169-19	2,213.00
109	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	3602 Tree Trimming - Central Rd - 04/21/2021, R-169-19	3,236.00
110	6175	Tree Plantings	5364 Conserv FS Inc	65116735 325 Gator Bags - Tree Planting - 04/27/2021	4,852.50
111	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	191606 Spring Irrigation Start Up - 04/07/2021, R-3-21	1,867.00
112	6195	Miscellaneous Contractual Services	6026 TNT Landscape Construction Inc	6208 Parkway Restoration - 04/15/2021, R-4-21	4,288.00
113	7000	Office Supplies	1644 Warehouse Direct Inc	4943816-0 Laminating Pouches, Binder Clips, Pads, Tape - PW	56.71
114	7020	Supplies - Safety	4093 HD Supply Construction & Industrial-White Cap	10014118252 Hard Hats & Safety Glasses	131.72
115	7020	Supplies - Safety	1550 Addison Building Material Co	949754 Heavy Duty Gloves	64.50
116	7030	Supplies - Tools & Hardware	1085 Alexander Equipment Company Inc	176212 Bar/Chain Oil & Rope	245.63
117	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	3024652 Brooms & Magnets	60.85
118	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	77955 Miscellaneous Hardware	76.99
119	7050	Supplies - Streetscape	1516 Arthur Clesen Inc	359493 Grass Seed - Parkway Restoration - 04/26/2021	191.25
120	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10377924 4.0 Cu Yds Top Soil - Restorations - 04/12/2021	118.60
121	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10380141 4.0 Cu Yds Top Soil - Restorations - 04/22/2021	118.60
122	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10380301 3.0 Cu Yds Mulch - PW - 04/22/2021	166.70
123	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10380332 1.0 Cu Yd Mulch - PW - 04/22/2021	44.90
124	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	74332 9.16 Tons Asphalt - Main Break Repair - 04/13/2021, R-38-21	384.72
125	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	74391 2.52 Tons Asphalt - Broadway & Yale - 04/14/2021, R-38-21	105.84
126	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	74439 13.59 Tons Asphalt - Main Break Repair - 04/15/2021, R-38-21	570.78

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
127	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	74636	2.16 Tons Asphalt - Pothole Patches - 04/20/2021, R-38-21	90.72
128	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	74711	0.57 Tons Asphalt - Pothole Patching - 04/21/2021, R-38-21	23.94
129	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	74801	7.41 Tons Asphalt - Main Break Repairs - 04/22/2021, R-38-21	311.22
130	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	74903	13.71 Tons Asphalt - Main Break Repair - 04/23/2021	575.82
131	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	74989	1.53 Tons Asphalt - Pothole Patching - 04/26/2021, R-38-21	64.26
132	7320	Equipment < \$5,000	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	394.98
Total 530 - Street Maintenance						23,918.18

Division: 535 - Facilities & Grounds Maintenance

133	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G129000003898	Toll Fees - 01/01/2021-03/31/2021	53.40
134	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	158.56
135	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	27458	Additional Cleaning Services - Police Station - April 2021	1,980.00
136	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	27481	Custodial Services - May 2021 - R-185-19	7,650.00
137	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4081501960	Mat Service - Metra Train Station - 04/14/2021	35.00
138	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4082163435	Mat Service - Police Station - 04/21/2021	122.24
139	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4082163483	Mat Service - Metra Train Station - 04/21/2021	35.00
140	6315	R&M Buildings & Structures	1025 Bedco Inc	096980	No Cooling Call - City Hall Finance - 03/31/2021, R-167-19	460.00
141	6315	R&M Buildings & Structures	1025 Bedco Inc	096983	No Heat Service Call - City Hall - 03/11/2021, R-167-19	230.00
142	6315	R&M Buildings & Structures	1025 Bedco Inc	096991	HVAC Maintenance April 2021 Service Billing	627.50
143	6315	R&M Buildings & Structures	1025 Bedco Inc	096991	HVAC Maintenance April 2021 Service Billing	627.50
144	6315	R&M Buildings & Structures	1025 Bedco Inc	096994	Prev Maint - Gun Range Exhaust 04/14/2021	115.00
145	6315	R&M Buildings & Structures	6796 Con-Temp Cabinets Inc	13737	Counter Install - City Hall 6th Floor - 04/22-04/28/2021	6,110.00
146	6315	R&M Buildings & Structures	2016 Signarama	42011	13 Name Plates for Elected Officials 04/22/2021	372.00
147	6315	R&M Buildings & Structures	2965 State Fire Marshal	9640312	Boiler/Air Tank Certification - 01/25/2021	140.00
148	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	992655	Coil Repair - City Hall - 04/22/2021	290.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
149	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-41142-L3Y5	State of IL Fire Marshall Annual Testing 03/24/2021	2,331.25
150	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-41142-L3Y5	State of IL Fire Marshall Annual Testing 03/24/2021	1,006.25
151	7000	Office Supplies	1644 Warehouse Direct Inc	4936512-0	Binders, Copy Paper, & AAA Batteries - PW	137.05
152	7020	Supplies - Safety	1208 Steiner Electric Company	S006883151.002	Safety Supplies	11.18
153	7025	Supplies - Custodial	1029 Cintas Corporation	4081501939	Cleaners, Paper Towels, Air Freshener, Soaps, Etc. - PW	143.85
154	7025	Supplies - Custodial	1029 Cintas Corporation	4082163474	Scraper, Cleaners, Paper Towels, Air Freshener, Etc. - PW	165.03
155	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	77572	Leveling Tools	179.93
156	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	77574	Leveling Tools Return	(179.93)
157	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	77575	Leveling Tools	44.24
158	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1062915	Door Window - City Hall Mayor's Office	95.80
159	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1063001	Door Lock, Handle, Cylinder Rekey - City Hall 6th Floor	243.85
160	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1063233	Keys for 6th Floor Suite	38.00
161	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1063385	Key Cylinders - City Hall Basement - 04/20/2021	1,010.40
162	7045	Supplies - Building R&M	1057 Menard Incorporated	77404	Building Material - City Hall 6th Floor	7.29
163	7045	Supplies - Building R&M	1057 Menard Incorporated	77514	Garage Repair Parts - PW	56.44
164	7045	Supplies - Building R&M	1057 Menard Incorporated	77768	Building Supplies 6th Floor City Hall	49.71
165	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9523731	Dust Bag, Oscillating Tool Blade - City Hall Mayor's Office	42.43
Total 535 - Facilities & Grounds Maintenance						24,388.97

Division: 540 - Vehicle Maintenance						
166	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	94.01
167	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	3.86
168	6135	Rentals	1029 Cintas Corporation	4081473337	Mechanic's Uniform Rental - 04/14/2021	156.54
169	6135	Rentals	1029 Cintas Corporation	4082129032	Mechanic's Uniform Rental - 04/21/2021	156.54
170	6310	R&M Vehicles	2052 Coffman Truck Sales Inc	31308	AC Repair & Engine Light - Fire 7522 4/15/2021	1,136.71
171	6310	R&M Vehicles	1116 Certified Fleet Services Inc	R17828	5 Year Aerial Inspection/Repairs - PW 5045 - 01/14/2021	4,975.71



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Line #	Account		Vendor	Invoice	Invoice Description	Amount
172	7030	Supplies - Tools & Hardware	1673 Chicago Parts & Sound LLC	1-0198218	Tire Reset Transmitters - PW Shop	92.70
173	7035	Supplies - Equipment R&M	3518 O'Reilly Auto Parts	2479-466957	2 Hydraulic Filters - PW 5081, PW 9035	26.61
174	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0198152	Tire Sensors & Valve Stems - PW Stock	469.80
175	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0198298	Tire Sensor Strap	21.65
176	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0198306	24 Wiper Blades - Police Stock	234.48
177	7040	Supplies - Vehicle R&M	2942 Myers Tire Supply	11220244	Tire Patch Plugs & Valve Caps - Police Stock	188.01
178	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3023057523	Safety Valve - PW 5082	24.90
179	7040	Supplies - Vehicle R&M	1671 Terminal Supply Company	36631-00	2 Circuit Breakers - Fire Stock	67.14
180	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	501449P	Mud Flap Kit - PW 5118	41.99
181	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	501585P	Transmission Lines, Filter & Gasket - Police 6078	181.82
182	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	501831P	Seat Base Track - Police 6087	888.82
183	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	501920P	2 Wheel Sensors - PW 5066	133.80
184	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	501978P	2 Floor Mats - Police 6108 & Police 6109	176.00
185	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-793172	Spark Plugs, Caliper Lube, Disc Quiet - PW Stock	42.28
186	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-793200	Air Filters, Tee Fittings - Fire Stock	183.34
187	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-793291	10 Wiper Blades - Fire Stock	92.10
188	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-793666	4 Drain Plugs - Police Stock	13.68
189	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-793679	Air Filter - Police Stock	5.61
190	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-793762	2 Lift Supports - Fire 6501	59.70
191	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-793771	Brake Pads, Rotors, & Seals - PW 5061	314.03
192	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-793797	2 Wheel Seals - PW 5051	88.12
193	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-793957	Tire Pressure Monitoring System - PW 5066 & PW 5077	29.24
194	7120	Gasoline	8331 Avalon Petroleum Company Inc	573170	5,300 Gals Unleaded Gasoline - 04/14/2021, R-163-20	10,383.95
195	7130	Diesel	8331 Avalon Petroleum Company Inc	023514	1,999 Gals Bio Diesel Fuel - 04/14/2021, R-163-20	3,525.87
196	7320	Equipment < \$5,000	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	99.99

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
197	7320	Equipment < \$5,000	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	409.97
Total 540 - Vehicle Maintenance						24,318.97

<b>Total 50 - Public Works &amp; Engineering</b>						<b>75,664.75</b>
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Police Department						
<b>Division: 100 - Administration</b>						
198	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	178.42
<b>Total 100 - Administration</b>						<b>178.42</b>

<b>Division: 610 - Uniformed Patrol</b>						
199	5325	Training	1129 DuPage, College of	12868	Training-FTO Class 4/12-4/16/2021 (1 Officer)	400.00
200	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	1,796.44
<b>Total 610 - Uniformed Patrol</b>						<b>2,196.44</b>

<b>Division: 620 - Criminal Investigation</b>						
201	5325	Training	6632 Walstad, Bruce Alan	4/23/2021	Investigating Child Abductions 5/10-5/11/2021 (1 Det)	250.00
202	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	958.99
<b>Total 620 - Criminal Investigation</b>						<b>1,208.99</b>

<b>Division: 630 - Support Services</b>						
203	6000	Professional Services	8133 Elrod Friedman LLP	3672	3-21 Reimb Redevelopment	76.50
204	6000	Professional Services	8133 Elrod Friedman LLP	3692	3-21 Non-Retainer Matters	192.50
205	6015	Communication Services	1680 Pacific Telemanagement Services	2065492	3 Public Pay Phones Monthly Fee May 2021	228.00
206	6015	Communication Services	1027 Call One	392367	Communication Service 04/15-05/14/2021	27,649.00
207	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	444.70
208	6110	Printing Services	1233 Press Tech Inc	47768	5 Boxes of Business Cards 4/16/2021	100.00
209	6195	Miscellaneous Contractual Services	1817 Aftermath Inc	JC2021-4963	Bio-Hazard Clean Up Squad #55 4/11/2021	155.00
210	6310	R&M Vehicles	1036 Des Plaines Car Wash	Feb-Mar 2021 Pol	49 Squad Washes Feb-Mar 2021	294.00
211	6310	R&M Vehicles	1036 Des Plaines Car Wash	Mar 2021 City	10 Car Washes - March 2021	12.00
212	7000	Office Supplies	1644 Warehouse Direct Inc	4936143-0	Desk Tray, Paper Plates	40.72
213	7000	Office Supplies	1644 Warehouse Direct Inc	4936156-0	Sheet Protectors, CD-R, Paper Plates	142.99
214	7000	Office Supplies	4239 Anderson Safford	9628	Signature Rubber Stamps (8)	122.48
215	7015	Supplies - Police Range	6851 Axon Enterprise Inc	SI-1672035	15 Ft Smart Taser X2 Cartridge (50)	1,882.50
216	7015	Supplies - Police Range	6851 Axon Enterprise Inc	SI-167554	Taser Pinky Extender (5), DPM Battery Pack (6)	631.00



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217	7015	Supplies - Police Range	6851 Axon Enterprise Inc	SI-1680631	15 Ft Standard Taser X26/X26P Cartridge (50)	1,412.50
218	7200	Other Supplies	1018 Anderson Lock Company LTD	1063616	Keys for Police Impound Lot (6)	24.54
219	7200	Other Supplies	2345 PF Pettibone & Co	180301	Racial Profiling Stickers (1000)	235.30
220	7200	Other Supplies	1644 Warehouse Direct Inc	4936143-0	Desk Tray, Paper Plates	34.64
221	7200	Other Supplies	1644 Warehouse Direct Inc	4936156-0	Sheet Protectors, CD-R, Paper Plates	34.64
Total 630 - Support Services						33,713.01

<b>Total 60 - Police Department</b>	<b>37,296.86</b>
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Fire Department						
Division: 100 - Administration						
222	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	313.37
Total 100 - Administration						313.37

Division: 710 - Emergency Services						
223	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	796.09
224	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	720.42
225	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-21-05	R-141-13 Monthly Dispatch Service May 2021	61,872.00
226	6305	R&M Equipment	2054 Breathing Air Systems	INV-IL55-128	Semi Annual Compressor Maint 4/7/2021 - Sta 63	766.69
227	6305	R&M Equipment	2054 Breathing Air Systems	INV-IL55-131	Semi Annual Compressor Maint 4/7/2021-Sta 61	1,041.39
228	7025	Supplies - Custodial	8019 Ferguson Facilities	0283176-2	6 Cascade Action Pacs Dishwasher Detergent	372.50
229	7300	Uniforms	3212 On Time Embroidery Inc	80665	Round Top Cap - Division Chief	104.00
230	7300	Uniforms	3212 On Time Embroidery Inc	84076	3 L/S T-Shirts - Paramedic	36.00
231	7300	Uniforms	3212 On Time Embroidery Inc	84516	2 S/S Polo, 2 Station Pant - Engineer	196.00
232	7300	Uniforms	3212 On Time Embroidery Inc	84525	L/S Polo, 3 Trousers - Paramedic	265.00
233	7300	Uniforms	3212 On Time Embroidery Inc	84594	2 S/S Polo, 2 Station Pant - Lieutenant	206.00
234	7300	Uniforms	3212 On Time Embroidery Inc	84596	3 L/S Polo, 3 S/S Polo - Lieutenant	303.00
235	7300	Uniforms	3212 On Time Embroidery Inc	84598	3 Polos - Paramedic	126.00
236	7300	Uniforms	3212 On Time Embroidery Inc	84654	3 S/S Polo, 2 Trousers - Paramedic	270.00
237	7300	Uniforms	3212 On Time Embroidery Inc	84749	Pocketed Short, BDU Shorts - Lieutenant	48.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
238	7300	Uniforms	3212 On Time Embroidery Inc	84826	Pocketed Sweatpants, L/S T-Shirt, 2 Polos, Etc.-Engineer	154.00
239	7300	Uniforms	3212 On Time Embroidery Inc	85491	Waterproof Boots - Paramedic	119.00
240	7300	Uniforms	3212 On Time Embroidery Inc	85492	Twill Cap, 3 T-Shirts, 2 Shorts, Boots - Paramedic	213.00
241	7300	Uniforms	3212 On Time Embroidery Inc	85730	4 T-Shirts, 3 S/S Polos - Paramedic	162.00
242	7300	Uniforms	3212 On Time Embroidery Inc	86340	2 Cargo Station Pant - Paramedic	124.00
243	7300	Uniforms	3212 On Time Embroidery Inc	86341	2 Trousers, 4 T-Shirts - Paramedic	180.00
244	7300	Uniforms	3212 On Time Embroidery Inc	86342	Fleece Jacket - Paramedic	119.00
245	7300	Uniforms	3212 On Time Embroidery Inc	86344	2 Station Pants- Paramedic	112.00
<b>Total 710 - Emergency Services</b>						<b>68,306.09</b>

<b>Division: 720 - Fire Prevention</b>						
246	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	125.39
247	6310	R&M Vehicles	1036 Des Plaines Car Wash	Mar 2021 City	10 Car Washes - March 2021	6.00
<b>Total 720 - Fire Prevention</b>						<b>131.39</b>

<b>Division: 730 - Emergency Management Agency</b>						
248	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	42.47
<b>Total 730 - Emergency Management Agency</b>						<b>42.47</b>

<b>Total 70 - Fire Department</b>						<b>68,793.32</b>
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<b>Department: 75 - Fire &amp; Police Commission</b>						
249	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	3697	3-21 Non-Retainer Matters	3,850.50
<b>Total 75 - Fire &amp; Police Commission</b>						<b>3,850.50</b>

<b>Department: 90 - Overhead</b>						
250	6015	Communication Services	1027 Call One	392367	Communication Service 04/15-05/14/2021	11,687.38
251	6025	Administrative Services	1005 A/R Concepts Inc	CDP101 Aug 2021	Collection Service August 2020 Parking Tickets	26.61
252	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	250593	Collection Service for Dec 2020 Ambulance Fees	8,176.30
253	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	251347	Collection Service for March 2021 Ambulance Fees	11,426.19
<b>Total 90 - Overhead</b>						<b>31,316.48</b>

<b>Total 100 - General Fund</b>						<b>478,656.43</b>
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# City of Des Plaines

## Warrant Register 05/17/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 201 - TIF #1 Downtown Fund</b>					
254	6000	Professional Services	1112 Architectural Consulting Group LTD	C21-144 Task Orders #10-#12; Plus Additional Theatre Design 2/16/2021	1,132.50
<b>Total 201 - TIF #1 Downtown Fund</b>					<b>1,132.50</b>

<b>Fund: 230 - Motor Fuel Tax Fund</b>					
255	6330	R&M Traffic Signals	1139 Cook County of Illinois	2021-1 Traffic Signal Maint.-Dempster & Potter 01/01-03/31/2021	1,253.25
<b>Total 230 - Motor Fuel Tax Fund</b>					<b>1,253.25</b>

<b>Fund: 250 - Grant Projects Fund</b>					
<b>Program: 2520 - Capital Grants</b>					
256	6000	Professional Services	1079 AECOM Technical Services Inc	2000486342 62267-Consultant-River Rd Recon 02/27-03/26/2021 R-137-18	30,284.37
257	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	178127-0L60001 Legal Fees-Ballard Rd Sidepath 2250 Ballard Rd 01/04-01/28/2021	8,400.00
258	6005	Legal Fees	7855 Bravo Company Engineering Inc	21009-0L60001 Legal Fees-Ballard Rd Sidepath 2250 Ballard 01/25-01/26/2021	570.00
259	6005	Legal Fees	8169 Burke, Warren, MacKay & Serritella PC	243818-0M70009 Legal Fees-Rand Rd Sidepath 1507 Rand Rd 02/12/2021	22.01
260	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	26261-0LN0006 Legal Fees-Lee & Forest TL 1387 Lee 04/01-04/31/2019	400.00
261	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	26262-0LN0007 Legal Fees-Lee & Forest TL 1365 Lee St 04/01-04/31/2019	380.00
262	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	27707-0LN0007 Legal Fees-Lee & Forest TL 1365 Lee 06/01-06/30/2020	80.00
263	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	28433-0LN0007 Lee & Forest TL 1387 Lee 02/05-02/28/2021	321.60
264	6005	Legal Fees	8133 Elrod Friedman LLP	3668 3-21 Non-Retainer IEMA & FEMA Review 1935 Flood	450.00
265	6005	Legal Fees	8133 Elrod Friedman LLP	3669 3-21 Non-Retainer IEMA & FEMA Review Phase 4	935.05
266	8100	Improvements	1206 Illinois, State of	123739 Construction-Lee-Forest Signalization 11/30/2020-02/15/2021 R-67-19	151,887.51
<b>Total 2520 - Capital Grants</b>					<b>193,730.54</b>

<b>Total 250 - Grant Projects Fund</b>					<b>193,730.54</b>
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<b>Fund: 260 - Asset Seizure Fund</b>					
<b>Program: 2620 - DEA</b>					
267	5325	Training	8373 Bayless Communications LLC	4/27/21 Communications and Media Training 4/22/2021 PD and FD Comm Staff	3,500.00
268	7300	Uniforms	1489 JG Uniforms Inc	83956 Uniforms-Ballistic Vest Cover-Officer	165.00

# City of Des Plaines

## Warrant Register 05/17/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
269	7300	Uniforms	1489 JG Uniforms Inc	83957	Uniforms- Ballistic Vest Cover-CSO
<b>Total 2620 - DEA</b>					<b>3,813.00</b>

<b>Program: 2640 - Forfeit</b>					
270	6115	Licensing/Titles	1744 IL Secretary of State	1901583B-2022	Squad #17 License Plate Renewal (2021)
<b>Total 2640 - Forfeit</b>					<b>151.00</b>

<b>Total 260 - Asset Seizure Fund</b>					<b>3,964.00</b>
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<b>Fund: 400 - Capital Projects Fund</b>					
271	6000	Professional Services	3338 Gabriel Environmental Services	0321N0075	Task Order 1-IEPA Remediation Closure NW Hwy & Laurel 03/02/2021
272	6000	Professional Services	7904 O'Brien & Associates Inc	113079	Engr Svcs-2021 CIP Pavement Investigation Group 03/22/20212
273	6000	Professional Services	1123 Christopher B Burke Engineering LTD	164944	Consulting 2/28-3/27/21 for Resident Flood Mtg Held on 03/25/21
274	6000	Professional Services	1079 AECOM Technical Services Inc	2000486342	62267-Consultant-River Rd Recon 02/27-03/26/2021
275	6005	Legal Fees	8133 Elrod Friedman LLP	3683	3-21 Non-Retainer Rand Road Sidepath Petition
276	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021
<b>Total 400 - Capital Projects Fund</b>					<b>28,494.06</b>

<b>Fund: 410 - Equipment Replacement Fund</b>					
<b>Department: 60 - Police Department</b>					
277	8020	Vehicles	5733 Roesch Ford	DP1492305	(1) 2021 Ford Transit Connect Vehicle (Van) R-64-20
278	8020	Vehicles	5733 Roesch Ford	DP1492308	(1) 2021 Ford Transit Connect Vehicle (Van) R-64-20
<b>Total 60 - Police Department</b>					<b>45,771.00</b>

<b>Total 410 - Equipment Replacement Fund</b>					<b>45,771.00</b>
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<b>Fund: 420 - IT Replacement Fund</b>					
279	6140	Leases	5109 Konica Minolta Premier Finance	5014803431	Konica Minolta Lease 5/21/21-06/20/21
<b>Total 420 - IT Replacement Fund</b>					<b>7,304.18</b>

<b>Fund: 430 - Facilities Replacement Fund</b>					
280	6000	Professional Services	8130 ECS Midwest LLC	875605	Civic Deck Materials Testing 2/8/21-4/3/21
281	6315	R&M Buildings & Structures	1135 Colley Elevator Co	210050	Electricians/Plumber-Elevator Shaft Entrance @ Theater-3/23/21

# City of Des Plaines

## Warrant Register 05/17/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
282	6315	R&M Buildings & Structures	1135 Colley Elevator Co	210051	Electricians/Plumber-Elevator Shaft Entrance @ Theater- 3/24/21	1,632.00
283	6315	R&M Buildings & Structures	1135 Colley Elevator Co	210052	Ran Elevator for Electricians & Fire Alarm Co @ Theatre- 3/25/21	1,224.00
284	6315	R&M Buildings & Structures	8224 All-Tech Decorating Company	38728	Paint Exit Mouldings/Trim-Theater - 04/15-04/19/2021	4,706.00
285	6315	R&M Buildings & Structures	7146 JOS Services Inc	4162	Plumbing Services at Theatre 3/29/21	1,000.00
286	6315	R&M Buildings & Structures	7146 JOS Services Inc	4163	Plumbing Services at Theatre 3/30/21	1,000.00
287	6315	R&M Buildings & Structures	7146 JOS Services Inc	4164	Plumbing Services at Theatre 3/31/21	1,000.00
288	6315	R&M Buildings & Structures	7146 JOS Services Inc	4165	Plumbing Services at Theatre 4/1/21	1,000.00
289	6315	R&M Buildings & Structures	7146 JOS Services Inc	4166	Plumbing Services at Theatre 4/2/21	1,000.00
290	6315	R&M Buildings & Structures	7146 JOS Services Inc	4167	Plumbing Services at Theatre 4/5/21	1,000.00
291	6315	R&M Buildings & Structures	7146 JOS Services Inc	4168	Plumbing Services at Theatre 4/6/21	1,000.00
292	6315	R&M Buildings & Structures	7146 JOS Services Inc	4169	Plumbing Services at Theatre 4/12/21	1,000.00
293	6315	R&M Buildings & Structures	7146 JOS Services Inc	4170	Plumbing Services at Theatre 4/7/21	1,000.00
294	6315	R&M Buildings & Structures	7146 JOS Services Inc	4171	Plumbing Services at Theatre 4/8/21	1,000.00
295	6315	R&M Buildings & Structures	7146 JOS Services Inc	4172	Plumbing Services at Theatre 4/9/21	1,000.00
296	6315	R&M Buildings & Structures	7146 JOS Services Inc	4173	Plumbing Services at Theatre 4/13/21	1,000.00
297	6315	R&M Buildings & Structures	7146 JOS Services Inc	4174	Plumbing Services at Theatre 4/14/21	1,000.00
298	6315	R&M Buildings & Structures	7146 JOS Services Inc	4175	Plumbing Services at Theatre 4/15/21	1,000.00
299	6315	R&M Buildings & Structures	7146 JOS Services Inc	4176	Plumbing Services at Theatre 4/16/21	375.00
300	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9398	Electric Services - Theater - 04/05-04/10/2021	8,720.00
301	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9399	Electric Services - Theater - 04/12-04/16/2021	8,720.00
302	7045	Supplies - Building R&M	1699 Metal Supermarkets Villa Park	1022286	Steel for Theatre	1,172.56
303	7045	Supplies - Building R&M	1187 Scharm Floor Covering	15274	Carpet and Glue - Theater	1,650.62
304	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2718134	Plumbing Supplies for Theatre	1,697.24
305	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2718136	Plumbing Supplies for Theatre	1,876.66
306	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2719029	Plumbing Supplies for Theatre	428.83

# City of Des Plaines

## Warrant Register 05/17/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
307	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2720648	Plumbing Supplies at Theatre	1,358.48
308	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7023957	Tile Supplies-Bathrooms at Theater	801.37
309	7045	Supplies - Building R&M	1057 Menard Incorporated	77573	Water Heater 1486 Miner	1,006.00
310	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8023700	Door, Door Frame, Steel Studs, Etc. - Theater	534.59
311	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006877971.001	Electric Supplies for the Theater	520.54
312	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006877971.002	Electric Supplies for the Theater	2.11
313	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006882068.001	Electric Supplies Theatre	347.41
314	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006883151.001	Electric Supplies Theater	619.21
315	7045	Supplies - Building R&M	8201 Gexpro	S130364301.001	Emergency Lights at the Theater	722.00
316	7045	Supplies - Building R&M	8366 Connexion	S1767684.001	Electric Supplies for Theatre	701.56
317	7045	Supplies - Building R&M	8366 Connexion	S1768020.001	Electric Supplies for Theatre	1,854.02
318	7045	Supplies - Building R&M	8366 Connexion	S1769152.001	Electric Supplies at Theatre	603.70
Total 430 - Facilities Replacement Fund						56,553.40

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 510 - Engineering						
319	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	42.47
Total 510 - Engineering						42.47

Division: 550 - Water Systems						
320	6015	Communication Services	1027 Call One	392367	Communication Service 04/15-05/14/2021	1,552.39
321	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	731.53
322	6045	Utility Locate Services	1052 Julie Inc	2021	2021 Julie Fees 2nd-4th Qtr - 12/31/2021-04/20/2021	3,247.68
323	6195	Miscellaneous Contractual Services	6992 Core & Main LP	O031372	Water Meter Installs - 03/22-03/28/2021, R-9-21	11,359.00
324	6195	Miscellaneous Contractual Services	6992 Core & Main LP	O033518	Water Meter Installs - 03/29-04/04/2021, R-9-21	5,074.00
325	6195	Miscellaneous Contractual Services	6992 Core & Main LP	O115510	Meter Installs - 04/05-04/11/2021, R-9-21	10,390.00
326	6195	Miscellaneous Contractual Services	6992 Core & Main LP	O117053	Meter Installs - 04/12-04/18/2021, R-9-21	9,908.00
327	6335	R&M Water Distribution System	3781 Smith Ecological Systems Company	23315	CI Analyzer - Maple Pump Station - 04/14/2021	647.50
328	7000	Office Supplies	1644 Warehouse Direct Inc	4942665-0	Markers & Copy Paper - PW	54.55

# City of Des Plaines

## Warrant Register 05/17/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
329	7035	Supplies - Equipment R&M	3518 O'Reilly Auto Parts	2479-466957	2 Hydraulic Filters - PW 5081, PW 9035	26.61
330	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-793901	Spark Plugs & JB Weld - PW 9049	11.27
331	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W90057	Toggle Switches, Street Pads, Oil - PW 9014 & PW 9037	472.43
332	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W90058	Returned Bolts, Washer, & Bracket - PW 9014	(150.98)
333	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W90059	Returned Window - PW 9009	(314.36)
334	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-794015	Oil & Filter - PW 9059	19.60
335	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10375596	3.0 Cu Yds Top Soil - 03/23/2021	88.95
336	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10378380	3.0 Cu Yds Top Soil - 04/14/2021	88.95
337	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10380466	3.0 Cu Yds Top Soil & Grass Seed - 04/23/2021	153.95
338	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10380521	3.0 Cu Yds Top Soil - 04/23/2021	88.95
339	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10380621	3.0 Cu Yds Top Soil - 04/23/2021	88.95
340	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10380982	3.0 Cu Yds Top Soil - 04/26/2021	153.95
341	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10381054	3.0 Cu Yds Top Soil - 04/26/2021	88.95
342	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10381128	3.0 Cu Yds Top Soil - 04/26/2021	88.95
343	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10381247	1.0 Cu Yd Top Soil - 04/26/2021	17.05
344	7070	Supplies - Water System Maintenance	4093 HD Supply Construction & Industrial-White Cap	10014099259	Armortile - Handicap Sidewalk	196.99
345	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	253463-000	2 B-Boxes	132.00
346	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	253498-000	Rubber Shoe & Cutting Grease	841.13
347	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	253567-000	2 Operating Nuts	72.94
348	7070	Supplies - Water System Maintenance	1086 Arrow Road Construction Company	26532	6.70 Tons UPM Cold Mix - 03/30/2021	938.00
349	7070	Supplies - Water System Maintenance	1086 Arrow Road Construction Company	26638	2.22 Tons UPM Cold Mix - 03/25/2021	310.80
350	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	77777	Bungee Set & Lumber - Concrete Jobs	55.92
351	7070	Supplies - Water System Maintenance	1072 Prairie Material	889956724	1.0 Cu Yds Concrete - Sidewalk Repair - 04/13/2021	123.25
352	7070	Supplies - Water System Maintenance	1072 Prairie Material	889957854	3.5 Cu Yds Concrete - Driveway - 04/12/2021	551.38
353	7070	Supplies - Water System Maintenance	1072 Prairie Material	889967864	2.0 Cu Yds Concrete - Curb Repair - 04/21/2021	406.50



# City of Des Plaines

## Warrant Register 05/17/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
354	7070	Supplies - Water System Maintenance	1072 Prairie Material	889969772	2.0 Cu Yds Concrete - Sidewalk - 04/22/2021	246.50
355	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N852661	Water Meter Purchase - 03/09-04/14/2021, R-9-21	51,712.00
356	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N852679	Water Meter Purchase - 03/09-04/14/2021, R-9-21	2,736.00
357	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N852684	Water Meter Purchase - 03/09-04/14/2021, R-9-21	50,160.00
358	7070	Supplies - Water System Maintenance	6992 Core & Main LP	O048377	12 B-Boxes & 12 Bushings	645.00
359	7070	Supplies - Water System Maintenance	6992 Core & Main LP	O049584	Water Meter Purchase - 04/13-04/14/2021, R-9-21	742.00
360	7120	Gasoline	8331 Avalon Petroleum Company Inc	573170	5,300 Gals Unleaded Gasoline - 04/14/2021, R-163-20	1,726.17
361	7130	Diesel	8331 Avalon Petroleum Company Inc	023514	1,999 Gals Bio Diesel Fuel - 04/14/2021, R-163-20	363.77
362	7320	Equipment < \$5,000	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	394.98
Total 550 - Water Systems						156,243.20

Division: 560 - Sewer Systems						
363	6015	Communication Services	1027 Call One	392367	Communication Service 04/15-05/14/2021	478.12
364	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	350.70
365	6045	Utility Locate Services	1052 Julie Inc	2021	2021 Julie Fees 2nd-4th Qtr - 12/31/2021-04/20/2021	3,247.68
366	6340	R&M Sewer System	2177 Xylem Inc	3556B67982	Start Up Charge - Fargo Lift Station - 04/09/2021	1,299.00
367	7020	Supplies - Safety	1057 Menard Incorporated	75626	Safety Rope & Hardware	21.45
368	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	638 /2	Packing Tape & Dispenser	6.29
369	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10380187	1.0 Cu Yds Top Soil - Restorations - 04/23/2021	29.65
370	7075	Supplies - Sewer System Maintenance	1047 Home Depot Credit Svcs	0031223	Hoisting Chain & Shackles - Lift Station	76.08
371	7075	Supplies - Sewer System Maintenance	1018 Anderson Lock Company LTD	1063560	14 Padlocks - Lift Station	135.66
372	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	77961	Pipe Sealant Products	104.78
373	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	78122	Mortar Mix	367.17
374	7120	Gasoline	8331 Avalon Petroleum Company Inc	573170	5,300 Gals Unleaded Gasoline - 04/14/2021, R-163-20	723.83



# City of Des Plaines

## Warrant Register 05/17/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
375	7130 Diesel	8331 Avalon Petroleum Company Inc	023514	1,999 Gals Bio Diesel Fuel - 04/14/2021, R-163-20	1,079.88
<b>Total 560 - Sewer Systems</b>					<b>7,920.29</b>

<b>Total 00 - Non Departmental</b>					<b>164,205.96</b>
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Department: 30 - Finance						
376	6015	Communication Services	1552 Verizon Wireless	9877593470	Communication Service 03/14-04/13/2021	63.70
Total 30 - Finance						63.70

<b>Total 500 - Water/Sewer Fund</b>					<b>164,269.66</b>
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Fund: 510 - City Owned Parking Fund						
377	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	310091320001	Maintenance/Repairs TO#1&2-Civic Deck-03/01-04/01/2021, R-15-21	9,000.00
378	6015	Communication Services	1027 Call One	392367	Communication Service 04/15-05/14/2021	210.44
379	6015	Communication Services	1027 Call One	392367	Communication Service 04/15-05/14/2021	1,040.77
380	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-41142-L3Y5	State of IL Fire Marshall Annual Testing 03/24/2021	2,637.50
Total 510 - City Owned Parking Fund						12,888.71

Fund: 600 - Risk Management Fund						
381	5345	Post-Employment Testing	7133 Mid-West Truckers Association Inc	733306	Employment Testing - 04/12/2021	72.75
382	5550	Excess Insurance	7712 Marsh USA Inc	276845658774	Storage Tank Renewal 04/15/2021-04/14/2022	8,021.89
Total 600 - Risk Management Fund						8,094.64

Fund: 700 - Escrow Fund						
383	2430	Escrow - Police Items	1320 IL State Police	Cost 01755-03/21	Fingerprint Background Check Services for March 2021	28.25
384	2460	Refundable Bonds	8396 Olaguez , Luis	Refund - 4/22/21	Bond Refund - 2020-09000306 - Permit Issued 10/5/2020	5,000.00
385	2493	Escrow - CED Development	8133 Elrod Friedman LLP	3672	3-21 Reimb Redevelopment	178.50
386	2493	Escrow - CED Development	8133 Elrod Friedman LLP	3674	3-21 Reimb Redevelopment	50.00
387	2493	Escrow - CED Development	8133 Elrod Friedman LLP	3675	3-21 Reimb Redevelopment	1,520.00
388	2493	Escrow - CED Development	8133 Elrod Friedman LLP	3677	3-21 Reimb Redevelopment	840.00
389	2493	Escrow - CED Development	8133 Elrod Friedman LLP	3678	3-21 Reimb Redevelopment	780.00
Total 700 - Escrow Fund						8,396.75

<b>Grand Total</b>					<b>1,010,509.12</b>
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# City of Des Plaines

## Warrant Register 05/17/2021

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
390	4260	Federal Grants	4999 Des Plaines Public Library	COVID19 Reimbursement for CARES Act Submission	5,000.00
<b>Total 00 - Non Departmental</b>					<b>5,000.00</b>
<b>Division: 230 - Information Technology</b>					
391	6015	Communication Services	1010 AT&T Mobility	28702533395904 21 Communication Service 03/04-04/03/2021	135.69
<b>Total 230 - Information Technology</b>					<b>135.69</b>
<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>					
392	7110	Natural Gas	1064 Nicor	04/14/21 x550488 Natural Gas Service 03/15-04/13/2021	70.59
393	7110	Natural Gas	1064 Nicor	04/14/21 x603131 Natural Gas Service 03/16-04/13/2021	39.04
394	7110	Natural Gas	1064 Nicor	04/15/21 x507801 Natural Gas Service 03/15-04/13/2021	4,653.08
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>4,762.71</b>
<b>Division: 540 - Vehicle Maintenance</b>					
395	6195	Miscellaneous Contractual Services	7631 T-Mobile USA Inc	965199112-Apr 21 Vehicle Positioning System 03/21-04/20/2021	252.00
<b>Total 540 - Vehicle Maintenance</b>					<b>252.00</b>
<b>Total 50 - Public Works &amp; Engineering</b>					<b>5,014.71</b>
<b>Department: 90 - Overhead</b>					
396	6015	Communication Services	1032 Comcast	04/11/21 x1141 Internet/Cable Service 04/18-05/17/2021	434.64
397	6015	Communication Services	1032 Comcast	04/20/21 x6732 Internet/Cable Service May 2021	62.76
398	6015	Communication Services	1032 Comcast	121121914 x8482 Internet/Cable Service 04/15-05/14/2021	1,575.00
<b>Total 90 - Overhead</b>					<b>2,072.40</b>
<b>Total 100 - General Fund</b>					<b>12,222.80</b>
<b>Fund: 600 - Risk Management Fund</b>					
399	5570	Self Insured P&L Expense	1897 Wiemhoff, John	Reimb-Flood Reimb for Flooded Basement - Blocked City Sanitary Sewer Line	715.36
<b>Total 600 - Risk Management Fund</b>					<b>715.36</b>
<b>Grand Total</b>					<b>12,938.16</b>

# City of Des Plaines

## Warrant Register 05/17/2021

### Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,010,509.12	**	5/17/2021
Manual Checks	\$ 12,938.16	**	4/30/2021
Payroll	\$ 1,282,962.10		5/7/2021
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ -		
Chicago Water Bill ACH	\$ -		
Postage Meter Direct Debits	\$ -		
Utility Billing Refunds	\$ 2,255.11		5/1/2021
Debt Interest Payment	\$ -		
IMRF Payments	\$ -		
Employee Medical Trust	\$ 702,873.21		5/3/2021
<b>Total Cash Disbursements:</b>	<b><u>\$ 3,011,537.70</u></b>		

\* Multiple transfers processed on and/or before date shown

\*\* See attached report

Adopted by the City Council of Des Plaines

This Seventeenth Day of May 2021

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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Jessica M. Mastalski, City Clerk

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Andrew Goczkowski, Mayor



## COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

### MEMORANDUM

Date: May 6, 2021

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

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

Subject: Class 6b – Bridge Industrial Acquisition, LLC at 555 N. Howard Avenue (5<sup>th</sup> Ward)

**Issue:** Bridge Industrial Acquisition, LLC (“Bridge”) is the contract purchaser of 555 N. Howard Avenue (“Subject Property”). Bridge has filed a 6b application with the City in order to apply for a Cook County Class 6b Property Tax Incentive in the future.

**Analysis:** The Subject Property is owned and operated by Nu-Way Industries, Inc. and consists of 12.35 acres containing a 291,644 square-foot functionally obsolete industrial facility. Bridge intends to lease-back the property to Nu-Way for a five-year term then demolish the existing facility and construct a new modern industrial building.

Nu-Way Industries, Inc has been located in Des Plaines since 1968 and desires to remain in Des Plaines for an additional five years. No substantial improvements to the building will be made in that five-year period and 200+ employees will be retained, many that reside in Des Plaines.

Once Nu-Way Industries has vacated the Subject Property, Bridge will resubmit for a re-executed 6b resolution or continuing support letter prior to any vertical construction occurring and applying to Cook County for a 6b Tax Incentive under New Construction. Bridges’ request to the City of Des Plaines is to approve the supporting resolution now in order to satisfy Bridges’ financial partners and acquire the property.

Bridge intends to demolish all the facilities, environmentally remediate the site, and redevelop it with a state-of-the-art speculative multi-tenant 184,000 +/- square foot industrial building with hard-costs estimated at \$10,000,000. The proposed construction will be a speculative building which means that there is not an identified user at the moment. However, given Des Plaines’ strategic location and a strong industrial market, the applicant finds that the investment is advantageous.

Cook County’s Class 6b economic development tool encourages industrial investment by offering a real estate tax incentive. Qualified industrial properties are assessed at 10% of market value for the first 10 years, 15% in the 11<sup>th</sup> year and 20% in the 12<sup>th</sup> year. Normally such properties are assessed at 25% of market value (Attachment 2). A Class 6b incentive requires a resolution of consent from municipalities. As part of the Cook County Class 6b Application there are three criteria that an industrial property can apply under which include:

- New Construction
- Substantial Rehabilitation
- Reoccupation of Abandoned Property (with or without special circumstances)

Assessment of Tax Impact Scenarios:

1. Estimate Property Taxes as-is with vacancy relief in 2020: \$295,177
2. Estimated Property Taxes with proposed improvements without a 6b in 2020: \$1,345,588
3. Estimated Property Taxes with proposed improvements with a 6b in 2020: \$538,235

The above is based on 2020 Cook County Market Values and 2019 Tax Rates. See the applicant's application for a spreadsheet highlighting the specific scenarios.

**Recommendation:** I recommend that the City Council approve Resolution R-90-21 supporting and consenting to a Class 6b Application at 555 N. Howard Avenue to the Cook County Assessor's Office.

**Attachments:**

Attachment 1: Class 6b Property Tax Incentive Application  
Class 6b Resolution R-90-21



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

April 23, 2021

**VIA MAIL & EMAIL**

Mike McMahon  
Economic Development Coordinator  
City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016

**RE: Class 6b Resolution Request – Cover Letter**  
**Bridge Industrial Acquisition LLC**  
**555 Howard Avenue**  
**Des Plaines, IL 60018**  
**PIN: 09-30-400-032-0000 & 09-30-400-002-0000**

Dear Mike:

Nu Way Industries Inc. (“Nu Way”) is the current owner of the property located at 555 Howard Avenue, Des Plaines, Illinois 60018 (the “Subject Property”). Bridge Industrial Acquisition LLC (the “Applicant”) is the contract purchaser of the Subject Property, which it intends to lease back to Nu Way for a term of five (5) years. Once the leaseback is complete, the Applicant intends demolish the current improvements and construct a new, 184,000 square foot industrial building with a detention area. The Applicant thereby requests a Resolution from the City of Des Plaines supporting and consenting to a Class 6b Tax Incentive for the Subject Property based New Construction and Substantial Rehabilitation.

The Subject Property currently consists of an approximately 291,644 square foot industrial building sited on approximately 12.35 acres. Nu Way currently operates out of the property and employs 200+ well paid workers. By purchasing the property and leasing it back to Nu Way, the Applicant will be preserving the existing 200+ jobs for the next five (5) years, rather than having them vacate immediately upon the sale. These 200 + employees are expected to generate approximately **\$847,500** in City revenue each year.

After the leaseback is finished, the Applicant intends to environmentally remediate the site and spend over \$8,000,000 (exclusive of acquisition) to erect a new state of the art 184,000 square foot multi-tenant industrial facility clad in steel and glass. The current plans include 36 exterior docks, 2 drive-in doors, 264 car parking spaces and a clear height of 36 feet. The Applicant does not yet have a tenant, but plans to lease the property to a manufacturing, warehousing and/or distribution user expected to have around 100-200 employees. The Applicant also expects to the eventual user to invest money into the property to for any tenant specific needs. When hiring, the eventual occupant will give priority to qualified City residents, and requests and information relating to such. The Applicant also estimates that the improvements to the property will create approximately 100-150 temporary construction jobs.

The Applicant plans to file for an initial 6b resolution for the new construction in 2021, and update the City with any revisions or changes to the plans. Once Nu Way vacates, the Applicant will resubmit for a re-executed 6b resolution or continuing support letter prior to any vertical construction occurs at the site. Should the project move forward as planned, the Applicant expects the property to have a stabilized market

value of around \$20,000,000, which would generate \$538,235 in taxes per year with a 6b. Without a 6b, Nu Way will vacate the property, and the site will receive full vacancy relief. At the current market value, the property would only generate \$295,177 per year with vacancy relief and no 6b. Therefore, the property would generate approximately \$3,724,050 more in taxes over the life of the incentive than if it sat vacant and unused.

In the event the Applicant does not close on the property and Nu Way vacates, the entire property will fall vacant and unused and receive vacancy relief thereby lowering its total taxes. In addition to increased property tax revenues, the eventual occupant's presence in the City will also significantly benefit the local community. The Applicant expects the user's presence will attract both new and returning customers who will also frequent nearby establishments. According to the Employee Impact chart mentioned above, 200 full time employees would contribute a projected \$847,500 per year in City revenue. By supporting this project, the City will be able to retain Nu Way's existing employees for five (5) years, and allow the Applicant to market the prospective facility to an industrial user with a similar number of jobs.

The Applicant's proposed project is a substantial investment into the Des Plaines' economy, and without the assistance of a Class 6b Tax Incentive, the Applicant has determined that the project will not be feasible. Based on the foregoing, the Applicant requests that the City of Des Plaines review its Class 6B request and approve a Resolution supporting and consenting to a Class 6B Incentive for the Subject Property based New Construction and Substantial Rehabilitation. Should you need any additional documentation or have any questions or concerns, do not hesitate to contact me at (312) 604-3898.

Regards,



Mark Rogers



## **CLASS 6B**

### **ELIGIBILITY APPLICATION**

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, *a filing fee of \$500.00*, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

#### ***Applicant Information***

Name: Bridge Industrial Acquisition LLC Telephone: ( 630 ) 626-4128  
Company: Bridge Industrial  
Address: 9525 W. Bryn Mawr Avenue, Suite 700  
City: Rosemont State: IL Zip Code: 60018  
Email: mhouser@bridgeindustrial.com

#### ***Contact Person (if different than the Applicant)***

Name: Mark Houser Telephone: ( 630 ) 626-4128  
Company: Bridge Industrial  
Address: 9525 W. Bryn Mawr Avenue, Suite 700  
City: Rosemont State: IL Zip Code: 60018  
Email: mhouser@bridgeindustrial.com

#### ***Property Description (per PIN)***

**If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.**

Street Address: (1) 555 Howard Avenue  
Permanent Real Estate Index Number: 09-30-400-032-0000  
(2) \_\_\_\_\_  
Permanent Real Estate Index Number: 09-30-400-002-0000  
(3) \_\_\_\_\_  
Permanent Real Estate Index Number: \_\_\_\_\_  
City: Des Plaines State: IL Zip Code: 60018  
Township: Maine Existing Class: 5-93

**Attach legal description, site dimensions and square footage and building dimensions and square footage.**



### ***Identification of Person Having an Interest in the Property***

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

### ***Industrial Use***

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

### ***Nature of Development***

Indicate nature of proposed development by checking the appropriate space:

- ☒ New Construction (**Read and Complete Section A**)
- ☒ Substantial Rehabilitation (**Read and Complete Section A**)  
**Incentive only applied to the market value attributable to the rehabilitation**
- ☐ Occupation of Abandoned Property - No Special Circumstance  
(**Read and Complete Section B**)
- ☐ Occupation of Abandoned Property - With Special Circumstance  
(**Read and Complete Section C**)
- ☐ Occupation of Abandoned Property - (**TEERM Supplemental Application**)  
(**Read and Complete Section C**)
- ☐ Occupation of Abandoned Property - (**CEERM Supplemental Application**)  
(**Read and Complete Section C**)

### **SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)**

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction  
commencement (*excluding demolition, if any*): TBD

Estimated date of construction completion: TBD

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1<sup>st</sup> floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

**SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)**

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

☐ YES      ☐ NO

When and by whom was the subject property last occupied prior to the purchase for value?

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Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation: \_\_\_\_\_  
Date of Purchase: \_\_\_\_\_  
Name of purchaser: \_\_\_\_\_  
Name of seller: \_\_\_\_\_  
Relationship of purchaser to seller: \_\_\_\_\_

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

### **SECTION C (SPECIAL CIRCUMSTANCES)**

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of ***abandonment prior to purchase was less than 24 months***, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 3 continuous months and applicant will create or maintain at least 250 jobs for employees at the subject location**, complete section (2) and the **CEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? \_\_\_\_\_

When and by whom was the subject property last occupied prior to the purchase for value?

---

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Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation: \_\_\_\_\_  
Date of purchase: \_\_\_\_\_  
Name of purchaser: \_\_\_\_\_  
Name of seller: \_\_\_\_\_  
Relationship of purchaser to seller: \_\_\_\_\_

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- ☐ 24 or greater continuous months (*Eligible for Special Circumstance*)
- ☐ 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- ☐ 3 continuous months and maintain/create 250 employee jobs (*Eligible for Special Circumstance under CEERM*) - **Complete CEERM Supplemental Application**
- ☐ **Not Eligible for Special Circumstance if No purchase and less than 12 continuous months vacant, or not a CEERM**

When and by whom was the subject property last occupied prior to the filing of this application?

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Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: \_\_\_\_\_

## TEERM SUPPLEMENTAL APPLICATION

*(This form will ONLY be utilized for applicants who specifically elect for TEERM)*

*This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.*

*Under the **TEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

I \_\_\_\_\_ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Agent's Name & Title

\_\_\_\_\_  
Agent's Mailing Address

\_\_\_\_\_  
Agent's Telephone Number

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Applicant's Mailing Address

\_\_\_\_\_  
Applicant's e-mail address

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

## CEERM SUPPLEMENTAL APPLICATION

*(This form will ONLY be utilized for applicants who specifically elect for CEERM)*

*This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) where there has been no purchase for value and the buildings and other structures have been vacant and unused for at least three continuous months and applicant has provided sufficient documentation to establish that such applicant will create or maintain at least 250 jobs for employees at the subject location.*

***The CEERM Program shall be limited to the party who is the initial applicant of the Class 6B Incentive under the CEERM Program and the subject of the municipal Resolution or Ordinance.***

*Under the CEERM Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving the Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

I \_\_\_\_\_ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **CEERM** program.

Further affiant sayeth not.

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Agent's Name & Title

\_\_\_\_\_  
Agent's Mailing Address

\_\_\_\_\_  
Agent's Telephone Number

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Applicant's Mailing Address

\_\_\_\_\_  
Applicant's e-mail address

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

### **EMPLOYMENT OPPORTUNITIES**

How many construction jobs will be created or maintained as a result of this development? Approx. 100-150

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 0 Part-time: 0

How many new permanent part-time jobs will be created as a result of this proposed development?

N/A

How many new permanent full-time jobs will be created as a result of this proposed development?

Approx. 100-200

### **LOCAL APPROVAL**

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (*or the County Board, if the real estate is located in an unincorporated area*) should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of “special circumstances” from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant’s request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an “Incentive Appeal”.

**I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.**

Mark Houser

Signature

4/22/21

Date

Mark Houser

Print Name

Senior Vice President

Title

03/05/2021

### EDS AFFIDAVIT

I, Mark Houser as agent for Bridge Industrial Acquisition LLC (the "Applicant") does hereby certify that it would attest to the following facts as required by Sections 74-46 and 74-62 through 74-73 of the Cook County Code if called to testify:

1. That I am a duly authorized agent for Applicant, who is the contract purchaser of the property located at located at 555 Howard Avenue, Des Plaines, IL 60018 (PINs: 09-30-400-004/-032) (the "Subject Property").
2. Applicant does not own any other property in Cook County
3. Applicant's ownership is as follows:

Steve F. Poulos  
201 Oakdene Drive  
Barrington Hills, IL 60010  
Ownership Interest – 40.8700%

Anthony Pricco  
4521 N. Richmond Street  
Chicago, IL 60625  
Ownership Interest – 29.1300%

Dan Hemmer  
424 Glendale Avenue  
Hinsdale, IL 60521  
Ownership Interest – 5.0000%

John Maduros  
1212 Leinster Drive  
Lemont, IL 60439  
Ownership Interest – 5.0000%

Steve Groetsema  
95 N. Park Road  
LaGrange, IL 60525  
Ownership Interest – 12.5000%

Kevin Carroll  
2631 Marion Drive  
Ft. Lauderdale, FL 33316  
Ownership Interest – 7.5000%



4. To my knowledge and after reviewing the Applicant's records, Applicant is not delinquent in the payment of any property taxes administered by Cook County or by a local municipality.

Further Affiant Sayeth Not



*[Signature]*

Date: 4/22/21

Subscribed and sworn before me  
This 22<sup>nd</sup> day of April, 2021.

*[Signature]*  
Signature of Notary Public



Community & Economic Development  
1420 Miner Street, Des Plaines, IL 60016  
P: 847.391.5380 | W: [desplaines.org](http://desplaines.org)

PROCEDURES AND APPLICATION  
FOR CITY OF DES PLAINES CONSIDERATION  
OF COOK COUNTY REAL ESTATE CLASSIFICATION 6B, 7A AND 7B

**PROCEDURES FOR CITY OF DES PLAINES REVIEW OF COOK COUNTY  
PROPERTY TAX ABATEMENT INCENTIVE**

1. Please review the latest Cook County Assessor's Office "Class 6b Eligibility Bulletin" before completing the City of Des Plaines' application. The Eligibility Bulletin can be found by visiting: <http://cookcountyassessor.com> and will help you determine if you qualify for the abatement incentive.
2. A completed copy of the Cook County Assessor's Office "Class 6b Application" or "Class 7a application" or "Class 7b application" and attached "City of Des Plaines Application for Cook County Real Estate Classification 6b, 7a, or 7b" with supporting documents must be submitted to:

City of Des Plaines  
Community and Economic Development Department (CED)  
1420 Miner Street  
Des Plaines IL 60016-4498

Note: You should contact the Cook County Assessor's office at (312) 443-7550 for any other information they may require for the incentive.

3. A \$750 non-refundable application fee must be submitted with the application. This fee covers the City's administrative costs. Additional fees may be required if an extraordinary independent analysis of your application is required.
4. The CED Department will review the proposed applicant for any outstanding interoffice issues before reviewing the request. If none are found, and all necessary information has been submitted, an evaluation of your request will be reviewed, prepared and submitted to City Council.
5. The taxing jurisdictions that may be financially affected by the incentive are alerted via written correspondence when scheduled for City Council.
6. At the City Council meeting in which the application will be considered, you must be prepared to make a brief presentation and answer any questions that may arise.
7. If the City Council approves your application, a certified copy of the resolution accompanying the application is forwarded to you. You will need to forward that certified copy to the Cook County Assessor's office.
8. The application should be used as a guide for providing adequate information to the City regarding your request. If supplemental information is required, the City will contact you, should City Staff deem it necessary.

CITY OF DES PLAINES APPLICATION FOR  
COOK COUNTY REAL ESTATE CLASSIFICATION 6B, 7A, AND 7B

This original, signed application and all supporting documents must be completed to be considered for City approval. Please attach the application fee to the original submittal. Please type or print.

**APPLICANT INFORMATION:**

NAME OF APPLICANT: Bridge Industrial Acquisition LLC

APPLICABLE ENTITY:

Corporation ☐      LLC ☒      Partnership ☐      Non-Profit ☐

DATE OF INCORPORATION: April 23, 2015

STATE OF INCORPORATION: Illinois

PHONE: (630) 626-4128      E-MAIL: mhouser@bridgedev.com

ADDRESS: 9525 W. Bryn Mawr Avenue, Suite 700  
Rosemont, Illinois 60018

NAME OF AGENT/REPRESENTATIVE (if applicable):

NAME: Mark Houser

PHONE: (630) 626-4128      E-MAIL: mhouser@bridgedev.com

ADDRESS: 9525 W. Bryn Mawr Avenue, Suite 700  
Rosemont, Illinois 60018

REQUESTED PROPERTY TAX INCENTIVE: 6B ☒ 7A ☐ 7B ☐

DESCRIPTION OF SUBJECT PROPERTY:

See attached.

STREET ADDRESS: 555 Howard Avenue  
Des Plaines, Illinois 60018  
PERMANENT REAL ESTATE INDEX NUMBER(S): 09-30-400-004/-032

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ATTACH THE FOLLOWING:

- ☐ EXHIBIT A: COVER LETTER
- ☐ EXHIBIT B: LEGAL DESCRIPTION
- ☐ EXHIBIT C: SITE DIMENSION & SQUARE FOOTAGE/PLAT OF SURVEY
- ☐ EXHIBIT D: BUILDING DIMENSIONS/SITE PLAN
- ☐ EXHIBIT E: CITY OF DES PLAINES ECONOMIC DISCLOSURE FORM
- ☐ EXHIBIT F: COMPLETE LIST OF ALL OWNERS, DEVELOPERS, OCCUPANTS, AND OTHER INTERESTED PARTIES (INCLUDING ALL BENEFICIAL OWNER OF A CORPORATION AND/OR LAND TRUST) IDENTIFIED BY NAMES AND ADDRESSES HAVING AN INTEREST IN THE SUBJECT PROPERTY AND THE PROPOSED USER AND THE NATURE AND EXTENT OF THIS INTEREST
- ☐ EXHIBIT G: DESCRIPTION OF PRECISE NATURE AND EXTENT OF THE INDUSTRIAL USE OF THE SUBJECT PROPERTY. SPECIFY, WHERE APPLICABLE, THE AMOUNT/PERCENTAGE OF FLOOR AREA DEVOTED TO MANUFACTURING, WAREHOUSE/DISTRIBUTION, OTHER INDUSTRIAL, AND NON-INDUSTRIAL USES
- ☐ EXHIBIT H: ANALYSIS OF TAXES GENERATED BY THE NEW DEVELOPMENT WITH AND WITHOUT THE ABATEMENT INCENTIVE (12 YEAR PROJECTION)

CURRENT ZONING OF PROPERTY: M-2

IF ZONING AMENDMENTS, VARIATIONS, OR OTHER ZONING RELIEF WILL BE REQUIRED, SPECIFY PROPOSED CHANGES:

None

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ESTIMATED AMOUNT OF NEW EQUALIZED ASSESSED VALUATION (EAV) GENERATED BY THE NEW DEVELOPMENT: Total Projected EAV: \$5,832,000

ESTIMATED NUMBER OF FULL-TIME AND PART-TIME JOBS ON PREMISES AS RESULT OF THE NEW DEVELOPMENT:

FULL-TIME Approx. 100-200 PART-TIME TBD

SIGNATURE: Mark Houser

Digitally signed by Mark Houser  
Date: 2021.04.22 09:58:35 -05'00'

DATE: 4/22/2021

**CITY OF DES PLAINES  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

Company Name Bridge Industrial Acquisition LLC

Project Name 555 Howard Avenue

Project Address 555 Howard Avenue

The City of Des Plaines (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "NA" **An incomplete EDS will be returned and any City action will stop pending receipt of a completed EDS.**

Please **print or type** all responses clearly and legibly. **Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.**

**WHO MUST SUBMIT AN EDS:**

1. **Applicants:** Any individual or entity (the "**Applicant**") making an application to the City for action on economic entitlements requiring City Council approval must file this EDS.

2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by another legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity **must do so until individual owners are disclosed.**

**However,** if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file an EDS on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the criminal background and creditworthiness of some or all of the entities or individuals named in this EDS.

**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. **You may be asked to re-certify this EDS on the last page as of the date of submission of any subsequent documentation, or as of the date of the closing of your transaction.**

**GENERAL INFORMATION**

Date this EDS is completed: 4/22/2021

A. Who is submitting this EDS? The individual will be the  
"Undersigned" throughout this EDS. Mark Houser on behalf of the Bridge Industrial Acquisition LLC

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant *or is an individual on behalf of an* entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant.

**NOTE:** When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- ☒ Check here if the Undersigned is filing this EDS as the Applicant.  
☐ Check here if the Undersigned is filing *on behalf of an* entity holding an interest in an Applicant.

Also, please identify the legal name of the Entity holding an interest in the Applicant:

Bridge Industrial Acquisition LLC

B. Business address of the Undersigned: 9525 W. Bryn Mawr Avenue, Suite 700  
Rosemont, Illinois 60018

C. Telephone: (630) 626-4128 Fax: N/A Email: mhouser@bridgedev.com

D. Name of contact person: Mark Houser

E. Tax identification number: 47-3941727

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

New 6b at 555 Howard based on New Construction and Substantial Rehabilitation



G. City action requested (specify; professional services, purchase of supplies, project bid, contract for services, other):

6b Resolution

H. Describe contract:

Under contract to purchase 555 Howard from Nu-Way

## SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

☐ Individual

☒ Limited Liability Company

☐ Business corporation

☐ Joint venture

☐ Sole proprietorship

☐ Not-for-profit corporation

☐ Trust

(Is the not-for-profit corporation also a 501(c)(3))?

☐ Yes ☐ No

☐ General partnership

☐ Other entity (please specify)

☐ Limited partnership

2. State of incorporation and date of incorporation of organization, if applicable:

Illinois - April 23, 2015

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

☒ Yes ☐ No ☐ N/A **Submit Proof by attachment.**

### B. ORGANIZATION INFORMATION – attach additional pages, if necessary.

1. IF THE UNDERSIGNED IS A CORPORATION:

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name

Title


b. If the Undersigned is a corporation whose shares **are** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business	Address	Percentage Interest
N/A			

c. For corporations that **are not** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business	Address	Percentage Interest

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business	Address	Percentage Interest
N/A			

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business	Address	Percentage Interest
See enclosed			

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name	Title
See enclosed	

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name	Business	Address
N/A		

Trustee Name and Address	Trust Number

b. List below the name, business address and percentage of beneficial interest of each beneficiary of the Trust.

Name	Business	Address	Percentage Interest
N/A			

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity. Describe the entity:

N/A

Name	Business	Address	Percentage Interest
N/A			

## SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

### A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. The Undersigned must indicate whether it had a "doing business" relationship or had a "financial interest" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to the City Code of Ethics, Section 1-9-1 et seq. and specifically Section 1-9-3 and Section 1-9-5 of the Municipal Code of Des Plaines (the "Municipal Code"), **"doing business"** and **"financial interest"** are defined as follows:

#### DOING BUSINESS:

Any combination of sales, contracts, or purchases, with the City or any City Agency in an amount in excess of ten thousand dollars (\$10,000.00) in any twelve (12) consecutive months.

#### FINANCIAL INTEREST:

A. Any interest as a result of which the owner currently receives or is entitled to receive in the future more than two thousand five hundred dollars (\$2,500.00) per year; or

B. Any interest with a cost or present value of five thousand dollars (\$5,000.00) or more; or

C. Any interest representing more than ten percent (10%) of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust or any legal entity organized for profit; provided, however, financial interest shall not include:

1. Any publicly held stock traded on a recognized exchange;
2. The authorized compensation paid to an official or employee for his office or employment;
3. Any economic benefit provided equally to all residents of the city;
4. A time or demand deposit in a financial institution;

5. An endowment or insurance policy or annuity contract purchased from an insurance company.

## B. CERTIFICATION

1. Has the Undersigned had a "doing business" relationship or "financial interest" with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes [ X ] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s). Attach additional sheet if necessary:

N/A

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## SECTION THREE: DISCLOSURE OF RETAINED PARTIES

### A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. The Undersigned, must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. For this section 3, the Undersigned is not required to disclose employees who are paid solely through the Applicant's regular payroll.

"Lobbyist" means any person (i) who undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action. **For the purposes of this section only, a person may be a Lobbyist, within the meaning of the above definition, even if he or she is not registered with the State of Illinois as a Lobbyist.**

2. If the Undersigned is uncertain whether a disclosure is required under this Section 3, the Undersigned must attach to this EDS a letter specifying the question on disclosure or make the disclosure.

### B. DISCLOSURE – attach additional pages, if necessary.

1. Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name	Business Address	Relationship to Undersigned (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
Liston & Tsantilis - 33 North LaSalle Street, Suite 2800, Chicago, IL - Attorney - Hourly - Approximately \$5,000			

2. Indicate for each whether retained or anticipated to be retained.

Name	Status
Liston & Tsantilis	Retained

**[ ] CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.**

3. Has any owner, officer, manager, or employee of Applicant ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years? Check one: No ☒. Yes \_\_\_\_\_. If yes, complete section below or attach additional sheet(s) identifying person, charge, date of finding, Court name and branch and case docket number.

N/A

Name	Relationship with company	Date of plea or court action

N/A

Court in which plea made	County, and State or District

Nature of offense:

N/A

4. State whether any person or company identified in response to section 3 B. 1 above has ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years. Check one: No ☒. Yes \_\_\_\_\_. If yes complete section below or attach additional sheet(s) identifying person, charge, dated of finding, Court name and branch and case docket number.

N/A

Name	Relationship with company	Date of plea or court action



N/A

Court in which plea made

County, State, or District

Nature of offense:

N/A

## SECTION FOUR: CERTIFICATIONS

### A. CERTIFICATION OF COMPLIANCE

For purposes of the certifications in 1, 2, and 3 below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

1. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, **or the Internal Revenue Service** nor is the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

N/A

If the letters "NA," meaning "not applicable" or the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned is not delinquent and has certified to the above statements.

2. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned had no violations and certified to the above statements.

3. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

4. The Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, 1, (1-3) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph A (3) and (4) above, provide an explanation:

N/A

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

## **B. FURTHER CERTIFICATIONS**

1. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. Have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (1)(b) of this section;
- d. Have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. Have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any



criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

- f. Have not, within a five-year period preceding the date of this EDS, filed for, or acquiesced in the filing of, (i) any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or (ii) any dissolution, liquidation or foreclosure.

2. The certifications concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- A. Bribe or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- B. Agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint

of freedom of competition by agreement to bid a fixed price or otherwise;  
or

- C. Made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or

3. The Undersigned understands and shall comply with State Statutes and the City Code of Ethics, Section 1-9-1 et seq. of the Des Plaines Municipal Code.

4. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

### C. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Section 1-9-1 et seq. of the Municipal Code have the same meanings when used in this Part III.

1. In accordance with Section 1-9-3 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?

[ ] Yes ☒ No

**NOTE: If you answered "No" to Item C(1), you are not required to answer Items C(2) or (3) below. Instead, review the certification in Item C(4) and then proceed to Section Five. If you answered "Yes" to Item C(1), you must first respond to Item C(2) and provide the information requested in Item C(3). After responding to those items, review the certification in Item C(4) and proceed to Section Five.**

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name

of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?

☐ Yes ☒ No

3. If you answered "**yes**" to Item C(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
N/A		

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

#### SECTION FIVE: DISCLOSURE OF A FAMILIAL RELATIONSHIP

A. The Undersigned must disclose whether such Applicant or any Applicable Party (as defined below) or any spouse or domestic partner thereof currently has a "familial relationship" with any elected City official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Undersigned or any Applicable Party or any spouse or domestic partner thereof is related to the mayor, any councilman, or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means any (1) officer, member, manager, partner or executive director, of a legal entity or any person exercising similar authority, or (2) any person having more than a 7.5 percent ownership interest in the Applicant as listed in Section I.B,

B. Does the Undersigned or any "Applicable Party" or any spouse or domestic partner thereof currently have a "familial relationship" with an elected City official or department head?

☐ Yes

☒ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

N/A

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## **SECTION SIX: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

### **The Undersigned understands and agrees that:**

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based including, but not limited to, compliance with the City Code of Ethics.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. **By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS, and conduct any background investigation which may be necessary as a result of this EDS.**

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks economic entitlements requiring City Council approval.



E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter and recertify the supplemental matters.

### CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Applicant, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Bridge Industrial Acquisition LLC

(Print name of individual or legal entity submitting this EDS)

Date: 4/22/2021

By:

(Sign here)

Mark Houser

Print name of signer

Senior Vice President

Title of signer

SUBSCRIBED and SWORN to before  
me this 22<sup>nd</sup>, day of April, 2021.

Katie Stanton  
NOTARY PUBLIC



(SEAL)

## SUPPLEMENTARY RE-CERTIFICATION PAGE

**DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council if supplementary information is filed by you. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)**

### SUPPLEMENTARY RE-CERTIFICATION

This re-certification is being submitted in connection with \_\_\_\_\_ [identify the Project Name and Address]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its foregoing acknowledgments after submission of supplementary materials.

\_\_\_\_\_  
(Print or type name of individual or legal entity submitting this recertification) Date: \_\_\_\_\_

By:

\_\_\_\_\_  
(Sign here)

Print or type name of signatory:

\_\_\_\_\_  
Title of signatory:

\_\_\_\_\_  
**Entity this EDS is re-certified for:** Project name and address: \_\_\_\_\_

SUBSCRIBED and SWORN to before  
me this \_\_\_\_\_, day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

**Legal Description, Site and Building Square Footage**

555 Howard Avenue, Des Plaines IL 60018

PIN: 09-30-400-004/-032

The Subject Property currently consists of an approximately 291,644 square foot industrial building sited on approximately 12.35 acres. Nu Way currently operates out of the property and employs 200+ full time employees. Bridge Industrial Acquisition LLC (the “Applicant”) is the contract purchaser of the Subject Property, which it intends to lease back to Nu Way for a term of five (5) years. Once the leaseback is complete, the Applicant intends demolish the current improvements and construct a new, 184,000 square foot industrial building with a detention area.

**Attached hereto please find:**

- Legal description
- Current Survey
- Current Aerial of Subject Property
- Marketing Materials
- Proposed Site Plan

Legal Description of the Land

PARCEL 1:

THAT PART OF THE WEST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SAID SOUTHEAST

$\frac{1}{4}$  WITH A LINE THAT IS 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SAID WEST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$ ; THENCE SOUTH ALONG THE SAID PARALLEL LINE, A DISTANCE OF 515.32 FEET; THENCE WEST AT RIGHT ANGLES TO SAID PARALLEL LINE, A DISTANCE OF 1163.47 FEET, MORE OR LESS TO THE EAST RIGHT OF WAY LINE OF THE DES PLAINES VILLAGE RAILROAD (NOW THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY); THENCE NORTH ALONG THE EAST LINE OF SAID RIGHT OF WAY, A DISTANCE OF 463.34 FEET, MORE OR LESS TO THE NORTH LINE OF THE SAID SOUTHEAST  $\frac{1}{4}$ , THENCE EAST ALONG THE NORTH LINE OF THE SAID SOUTHEAST  $\frac{1}{4}$ , A DISTANCE OF 1163.20 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM:

THAT PART OF THE WEST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST  $\frac{1}{4}$  WITH A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$ ; THENCE SOUTH 00 DEGREES 10 MINUTES 38 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 515.32 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 22 SECONDS WEST AT RIGHT ANGLES TO SAID PARALLEL LINE, A DISTANCE OF 833.00 FEET TO THE PLACE OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND; THENCE NORTH 87 DEGREES 44 MINUTES 20 SECONDS WEST 94.00 FEET; THENCE NORTHWESTERLY 294.334 FEET ALONG THE ARC OF A CIRCLE OF 277.94 FEET, CONVEX TO THE SOUTHWEST, TANGENT WITH THE LAST DESCRIBED COURSE AND WHOSE CHORD BEARS NORTH 57 DEGREES 24 MINUTES 04.5 SECONDS WEST, TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE DES PLAINES VILLAGE RAILROAD (NOW THE CHICAGO AND

A-1



NORTHWESTERN RAILWAY COMPANY); THENCE SOUTH 156.0 FEET ALONG SAID EAST LINE OF THE RIGHT OF WAY TO A POINT ON A LINE DRAWN SOUTH 89 DEGREES 49 MINUTES 22 SECONDS WEST THROUGH THE HEREIN DESIGNATED PLACE OF BEGINNING, THENCE NORTH 89 DEGREES 49 MINUTES 22 SECONDS EAST, A DISTANCE OF 330.47 FEET TO THE HEREIN DESIGNATED PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND

EXCEPTING THEREFROM:

THAT PART OF THE WEST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST  $\frac{1}{4}$  WITH A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST  $\frac{1}{2}$  OF SAID SOUTHEAST  $\frac{1}{4}$ ; THENCE SOUTH, ON SAID PARALLEL LINE, 75 FEET; THENCE NORTHWESTERLY TO A POINT ON THE SOUTH LINE OF THE NORTH 50 FEET OF SAID SOUTHEAST  $\frac{1}{4}$ , 30 FEET (AS MEASURED ON SAID SOUTH LINE) WEST OF THE AFORESAID 50 FOOT PARALLEL LINE, THENCE WEST ON SAID SOUTH LINE TO A POINT 425 FEET WEST OF AND 50 FEET SOUTH OF THE NORTHEAST CORNER OF THE WEST  $\frac{1}{2}$  OF SAID SOUTHEAST  $\frac{1}{4}$  (AS MEASURED ON THE NORTH LINE THEREOF AND ON A LINE AT RIGHT ANGLES THERETO); THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE SAID NORTH LINE; THENCE EAST ON SAID NORTH LINE, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**Identification of Persons Having an Interest in the Property**

555 Howard Avenue, Des Plaines IL 60018

PIN: 09-30-400-004/-032

**Applicant: Bridge Industrial Acquisition LLC**

Steve F. Poulos  
201 Oakdene Drive  
Barrington Hills, IL 60010  
Ownership Interest – 40.8700%

Anthony Pricco  
4521 N. Richmond Street  
Chicago, IL 60625  
Ownership Interest – 29.1300%

Dan Hemmer  
424 Glendale Avenue  
Hinsdale, IL 60521  
Ownership Interest – 5.0000%

John Maduros  
1212 Leinster Drive  
Lemont, IL 60439  
Ownership Interest – 5.0000%

Steve Groetsema  
95 N. Park Road  
LaGrange, IL 60525  
Ownership Interest – 12.5000%

Kevin Carroll  
2631 Marion Drive  
Ft. Lauderdale, FL 33316  
Ownership Interest – 7.5000%

**Current Occupant: Nu-Way Industries Inc.**

Nu Way currently operates out of the property and employs 200+ full time workers. By purchasing the property and leasing it back to Nu Way, the Applicant will be preserving the existing 200+ jobs for the next five (5) years, rather than having them vacate immediately upon the sale. The Applicant does not yet have a tenant, but plans to lease the property to a manufacturing, warehousing and/or distribution user expected to have around 100-200 employees.

### **Employment Opportunities**

555 Howard Avenue, Des Plaines IL 60018

PINs: 09-30-400-004/-032

The Subject Property currently consists of an approximately 291,644 square foot industrial building sited on approximately 12.35 acres. Nu Way currently operates out of the property and employs 200+ full time workers. By purchasing the property and leasing it back to Nu Way, the Applicant will be preserving the existing 200+ jobs for the next five (5) years, rather than having them vacate immediately upon the sale. These 200 + employees are expected to generate approximately **\$847,500** in City revenue each year.

After the leaseback is finished, the Applicant intends to environmentally remediate the site and spend over \$8,000,000 (exclusive of acquisition) to erect a new state of the art 184,000 square foot multi-tenant industrial facility clad in steel and glass. The current plans include 36 exterior docks, 2 drive-in doors, 264 car parking spaces and a clear height of 36 feet. The Applicant does not yet have a tenant, but plans to lease the property to a manufacturing, warehousing and/or distribution user expected to have around 100-200 employees. The Applicant also expects the eventual user to invest money into the property to for any tenant specific needs. When hiring, the eventual occupant will give priority to qualified City residents, and requests and information relating to such. The Applicant also estimates that the improvements to the property will create approximately 100-150 temporary construction jobs.

In the event the Applicant does not close on the property and Nu Way vacates, the entire property will fall vacant and unused and receive vacancy relief thereby lowering its total taxes. In addition to increased property tax revenues, the eventual occupant's presence in the City will also significantly benefit the local community. The Applicant expects the user's presence will attract both new and returning customers who will also frequent nearby establishments. According to the Employee Impact chart mentioned above (and enclosed), 200 full time employees would contribute a projected **\$847,500** per year in City revenue. By supporting this project, the City will be able to retain Nu Way's existing employees for five (5) years, and allow the Applicant to market the prospective facility to an industrial user with a similar number of jobs.

Employee Economic Impact

<b>Purchase</b>	<b>Emp.</b>	<b>%</b>	<b>Exp./Week</b>	<b>Weeks</b>	<b>Total</b>
Lunch	200	55%	\$55	50	\$302,500
Grocery	200	30%	\$50	50	\$150,000
Consumer Goods	200	25%	\$35	50	\$87,500
Entertainment	200	15%	\$55	50	\$82,500
Auto-Gas	200	75%	\$30	50	\$225,000
<b>TOTAL</b>					<b>\$847,500</b>

### **Potential Growth & Property Improvements**

555 Howard Avenue, Des Plaines IL 60018

PINs: 09-30-400-004/-032

Nu Way Industries Inc. (“Nu Way”) is the current owner of the property located at 555 Howard Avenue, Des Plaines, Illinois 60018 (the “Subject Property”). Bridge Industrial Acquisition LLC (the “Applicant”) is the contract purchaser of the Subject Property, which it intends to lease back to Nu Way for a term of five (5) years. Once the leaseback is complete, the Applicant intends demolish the current improvements and construct a new, 184,000 square foot industrial building with a detention area.

The Subject Property currently consists of an approximately 291,644 square foot industrial building sited on approximately 12.35 acres. Nu Way currently operates out of the property and employs 200+ full time workers. By purchasing the property and leasing it back to Nu Way, the Applicant will be preserving the existing 200+ jobs for the next five (5) years, rather than having them vacate immediately upon the sale.

After the leaseback is finished, the Applicant intends to environmentally remediate the site and spend over \$8,000,000 (exclusive of acquisition) to erect a new state of the art 184,000 square foot multi-tenant industrial facility clad in steel and glass. The current plans include 36 exterior docks, 2 drive-in doors, 264 car parking spaces and a clear height of 36 feet. The Applicant does not yet have a tenant, but plans to lease the property to a manufacturing, warehousing and/or distribution user expected to have around 100-200 employees. The Applicant also expects to the eventual user to invest money into the property to for any tenant specific needs. When hiring, the eventual occupant will give priority to qualified City residents, and requests and information relating to such. The Applicant also estimates that the improvements to the property will create approximately 100-150 temporary construction jobs.

Should the project move forward as planned, the Applicant expects the property to have a stabilized market value of around \$20,000,000, which would generate \$538,235 in taxes per year with a 6b. Without a 6b, Nu Way will vacate the property, and the site will receive full vacancy relief. At the current market value, the property would only generate \$295,177 per year with vacancy relief and no 6b. Therefore, the property would generate approximately **\$3,724,050** more in taxes over the life of the incentive than if it sat vacant and unused (See enclosed 12 Year Estimates)

### Sources and Uses Budget for 555 Howard Avenue, Des Plaines

<u>Sources</u>	<u>Amount</u>
Equity	\$11,000,000
Debt (lender TBD)	<u>\$16,000,000</u>
Total Sources	\$27,000,000
 <u>Uses</u>	 <u>Amount</u>
Land Acquisition	\$13,000,000
Site Clearance and Preparation	\$2,000,000
Hard Costs	\$10,000,000
Soft Costs	
Architects & Engineering Fee	\$300,000
Loan Origination Fee	\$300,000
Legal Fees	\$100,000
Marketing	\$75,000
Loan Interest	\$900,000
Other soft costs	\$325,000
Total Soft Costs	<u>\$2,000,000</u>
Total Uses	\$27,000,000

**12 Year Tax Estimates**  
555 Howard Avenue,  
Des Plaines, Illinois 60018  
(PIN: 09-30-400-004/-032)

<b>Estimated Taxes Based on:</b>	
<b>Estimated Taxes at a Projected \$20,000,000 Market Value and a 6b</b>	
<b>Compared to</b>	
<b>Estimated Taxes based on the 2020 Cook County Market Value, Full Vacancy and No 6b</b>	
<b>Compared to</b>	
<b>Estimated Taxes at a Projected \$20,000,000 Market Value &amp; no 6b</b>	

Estimated Taxes at a Projected \$20,000,000 Market Value				Estimated Taxes based on the 2020 Cook County Market Value, Full Vacancy and No 6b				Estimated Taxes at a Projected \$20,000,000 Market Value & no 6b			
Tax Year	2019 Tax Rate	2019 Multiplier	Estimated Effective Tax Rate*	Estimated Taxes at a Projected \$20,000,000 Market Value and a 6b	Assessment Level with a Class 6b**	Estimated Assessed Value With a Class 6b	Estimated Tax With a Class 6b	Estimated Taxes at a Projected \$20,000,000 Market Value and a 6b	Assessment Level With NO Class 6b	Estimated Assessed Value Without a Class 6b	Estimated Taxes at Full Vacancy Without a Class 6b
2020	9.229%	2.9160	26.912%	\$20,000,000	10%	\$2,000,000	\$538,235	\$4,387,333	25%	\$1,096,833	\$295,177
2021	9.229%	2.9160	26.912%	\$20,000,000	10%	\$2,000,000	\$538,235	\$4,387,333	25%	\$1,096,833	\$295,177
2022	9.229%	2.9160	26.912%	\$20,000,000	10%	\$2,000,000	\$538,235	\$4,387,333	25%	\$1,096,833	\$295,177
2023	9.229%	2.9160	26.912%	\$20,000,000	10%	\$2,000,000	\$538,235	\$4,387,333	25%	\$1,096,833	\$295,177
2024	9.229%	2.9160	26.912%	\$20,000,000	10%	\$2,000,000	\$538,235	\$4,387,333	25%	\$1,096,833	\$295,177
2025	9.229%	2.9160	26.912%	\$20,000,000	10%	\$2,000,000	\$538,235	\$4,387,333	25%	\$1,096,833	\$295,177
2026	9.229%	2.9160	26.912%	\$20,000,000	10%	\$2,000,000	\$538,235	\$4,387,333	25%	\$1,096,833	\$295,177
2027	9.229%	2.9160	26.912%	\$20,000,000	10%	\$2,000,000	\$538,235	\$4,387,333	25%	\$1,096,833	\$295,177
2028	9.229%	2.9160	26.912%	\$20,000,000	10%	\$2,000,000	\$538,235	\$4,387,333	25%	\$1,096,833	\$295,177
2029	9.229%	2.9160	26.912%	\$20,000,000	10%	\$2,000,000	\$538,235	\$4,387,333	25%	\$1,096,833	\$295,177
2030	9.229%	2.9160	26.912%	\$20,000,000	15%	\$3,000,000	\$807,353	\$4,387,333	25%	\$1,096,833	\$295,177
2031	9.229%	2.9160	26.912%	\$20,000,000	20%	\$4,000,000	\$1,076,471	\$4,387,333	25%	\$1,096,833	\$295,177
<b>Total Estimated Taxes (2020 to 2031)</b>							<b>\$7,266,176</b>	<b>Total Estimated Taxes (2020 to 2031)</b>			<b>\$3,542,126</b>

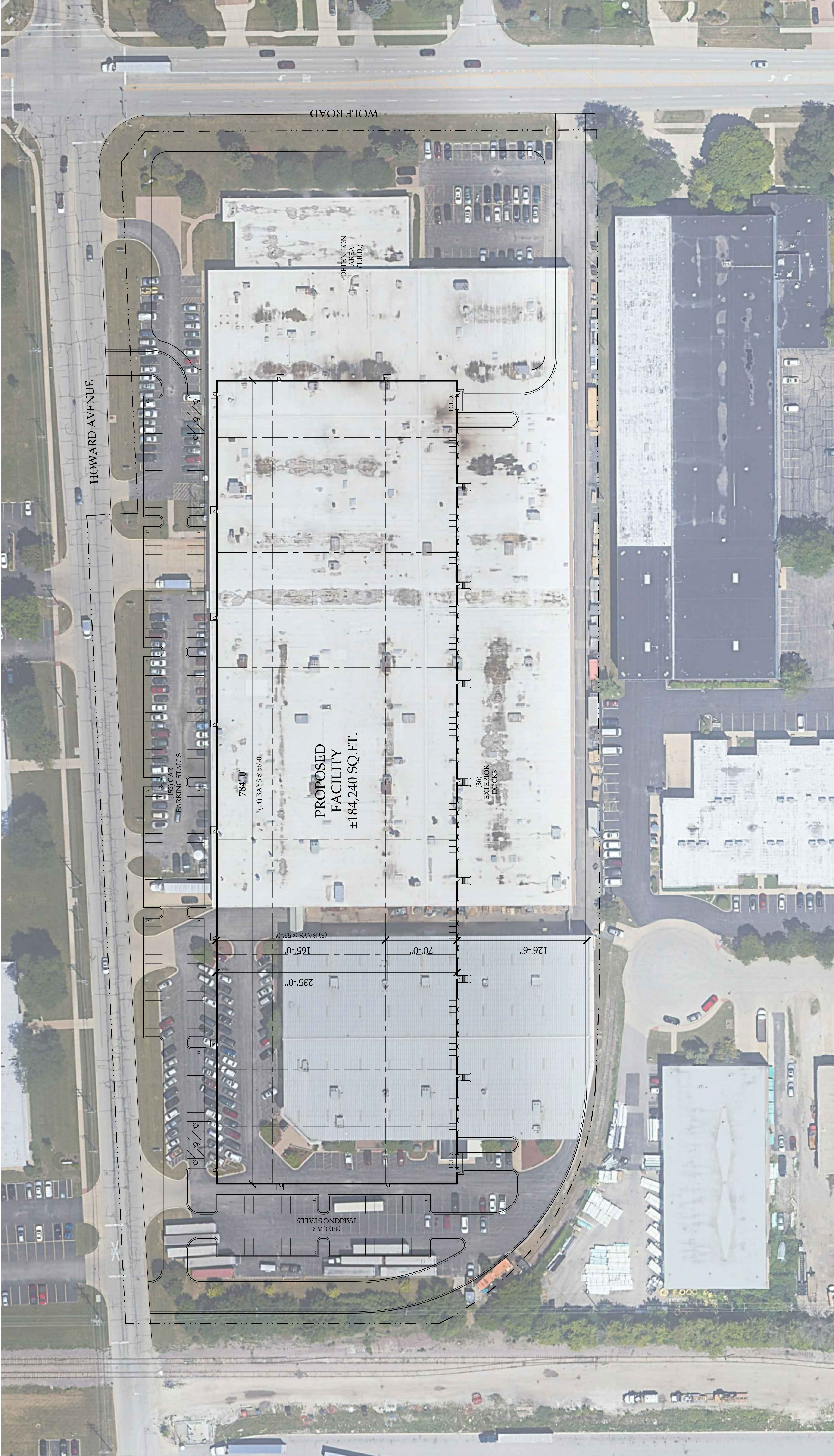
**Property Tax Revenue Generated from the Property's Class 6b Tax Incentive: \$3,724,050**

**Notes:**  
\* The 2019 Effective Tax Rate was used. It does not take into account any increases or decreases in the Effective Tax Rate between 2020 and 2031.  
\*\*The above is based on the assumption that the Class 6b Tax Incentive for the subject property will be granted in 2020 and activated in 2021

\*\*\*A 20% occupancy factor was applied to the 2020 Building Assessed Value, which was then added to the 20120Assessor Land Assessed Value to create a revised 2020 assessed Value with Total Vacancy Reduction. The revised 2019 Assessed Value with Total Vacancy Reduction was then multiplied by 4 to create the "Estimated Market Value Based on the 2020Cook County Assessed Value at Full Vacancy, No Improvements and no 6b"

The above estimates are speculative, and should be treated as such.





HOWARD AVENUE

WOLF ROAD

DETENTION  
AREA  
(T.B.D.)

PROPOSED  
FACILITY  
±184,240 SQ.FT.

(36)  
EXTERIOR  
DOCKS

(132) CAR  
PARKING STALLS

(44) CAR  
PARKING STALLS

(14) BAYS @ 56'-0"

(3) BAYS @ 55'-0"

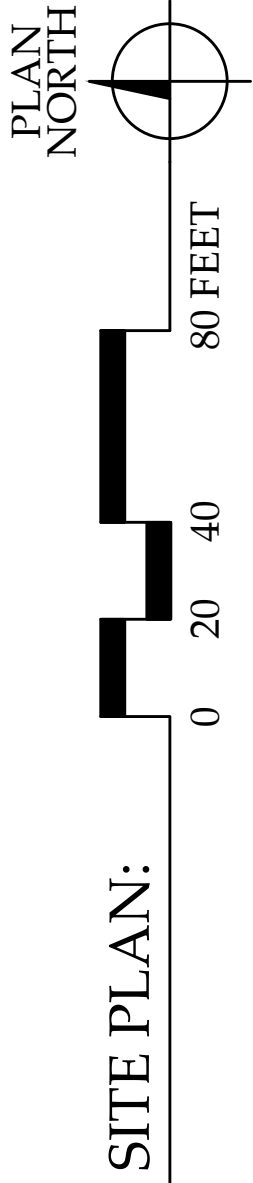
784'-0"

235'-0"

165'-0"

70'-0"

126'-6"



# PROPOSED FACILITY

555 HOWARD AVENUE, DES PLAINES, ILLINOIS

OCTOBER 30, 2020 #20441



## I. EXECUTIVE SUMMARY



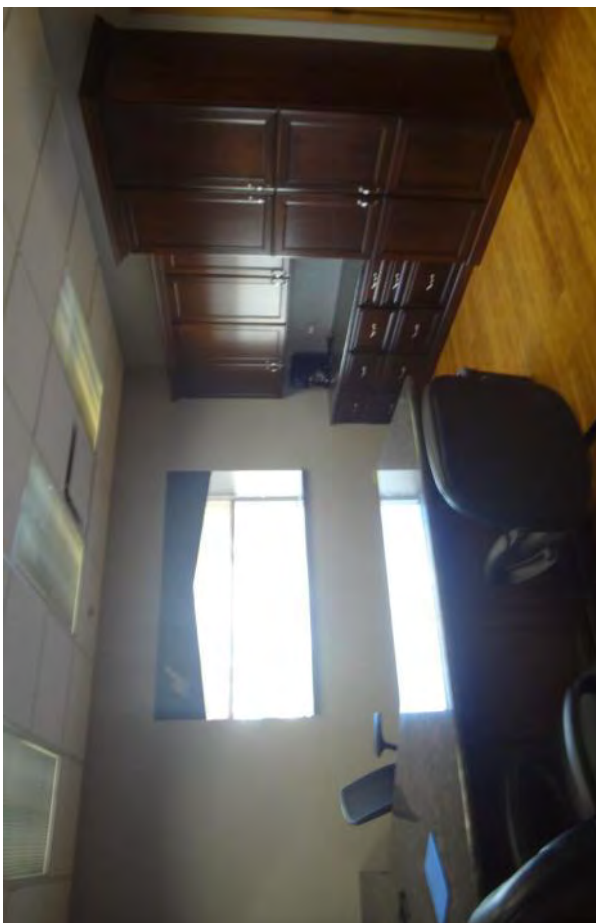
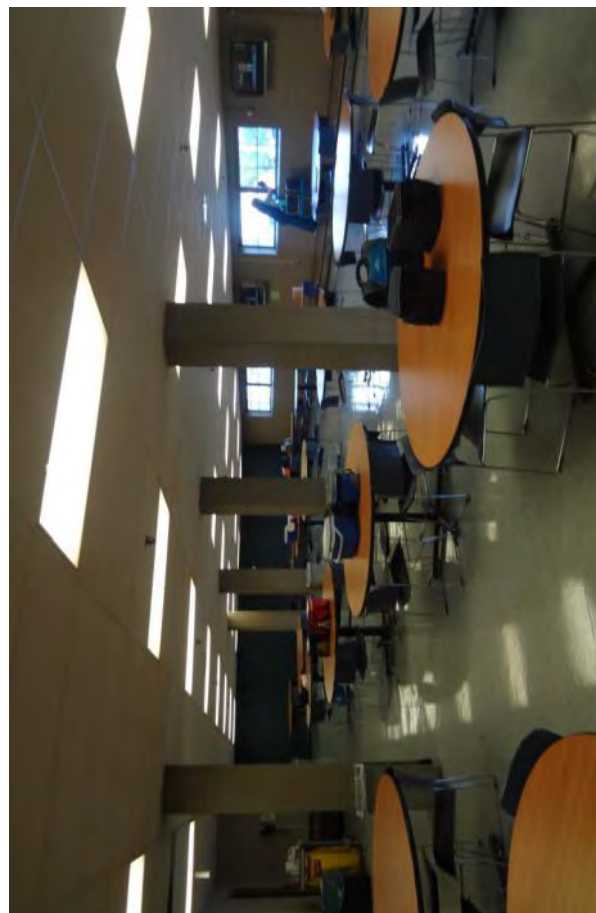
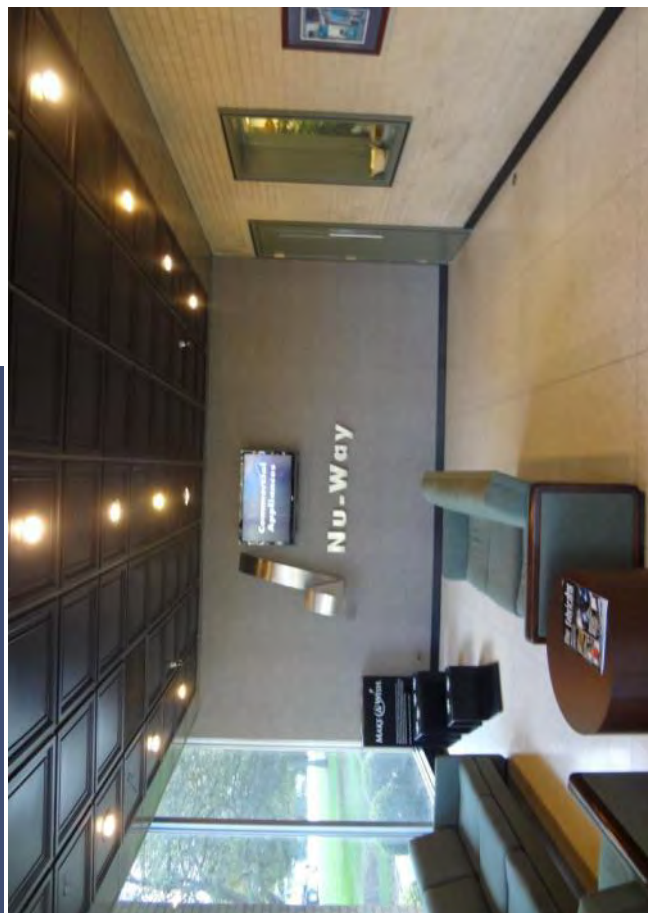


## II. PROPERTY DESCRIPTION





## INTERIOR PHOTOS



## INTERIOR PHOTOS



CITY OF DES PLAINES

RESOLUTION R - 90 - 21

**A RESOLUTION RECOMMENDING THE CITY'S  
SUPPORT OF AND CONSENT TO A PROSPECTIVE CLASS  
6b CLASSIFICATION FOR THE PROPERTY LOCATED AT  
555 HOWARD AVENUE, DES PLAINES, ILLINOIS.**

**WHEREAS**, Bridge Industrial Acquisition LLC ("***Applicant***") is the contract purchaser of that certain property commonly known as 555 N. Howard Street in the City, legally described in ***Exhibit A*** attached to, and by this reference made a part of, this Resolution (the "***Subject Property***"); and

**WHEREAS**, the Subject Property consists of an approximately 12.35-acre site improved with an approximately 291,644-square-foot building constructed in 1963 ("***Existing Building***"); and

**WHEREAS**, the Subject Property is currently owned, occupied, and operated by Nu-Way Industries, Inc. ("***Current Occupant***") for the design and fabrication of precision metal products but the Existing Building is not expected to remain a viable industrial facility beyond the next five years due to its advanced age and obsolete construction; and

**WHEREAS**, the Applicant intends to purchase the Subject Property and lease it back to the Current Occupant for a five-year term to allow for the continued employment of 225 jobs on the Subject Property by Nu-Way Industries, Inc. during this interim period; and

**WHEREAS**, following the termination of the lease-back to the Current Occupant, the Applicant intends to raze the Existing Building and construct an approximately 184,000 square-foot industrial building and accessory stormwater detention facility on the Subject Property ("***Proposed Improvements***"), which Applicant intends to lease to an industrial user for warehousing and distribution purposes ("***Proposed Use***"); and

**WHEREAS**, the Applicant estimates that the design, engineering, and construction of the Proposed Improvements will cost approximately \$10,000,000 exclusive of the land acquisition and clearing costs; and

**WHEREAS**, the Applicant estimates that the eventual occupancy of the new building on the Subject Property will employ approximately 200 full-time employment positions; and

**WHEREAS**, the Applicant intends to file with the Office of the Assessor of Cook County an application for Class 6b classification of the Subject Property under the eligibility criteria of "new construction" pursuant to Section 7 4-62(b) of the Cook County Real Property Assessment Classification Ordinance ("***County Classification Ordinance***"); and



**WHEREAS**, the Class 6b classification temporarily reduces the property tax assessment of qualifying properties in order to promote industrial projects which would not be economically feasible without assistance; and

**WHEREAS**, the Applicant projects that it would be unable to justify the additional investments necessary to complete the Proposed Improvements and cause the Subject Property to be reoccupied for Proposed Use but for the classification of the Subject Property as Class 6b under the Classification Ordinance; and

**WHEREAS**, in order to qualify for the 6b Classification, the Applicant must receive the consent of the City in the form of a resolution from the City Council; and

**WHEREAS**, the Applicant acknowledges that as part of the Class 6b application the Applicant files for the Subject Property, it will be required to provide the City with a current, updated, accurate, and Cook County-compliant Economic Disclosure Statement; and

**WHEREAS**, the City Council hereby finds that the construction of the Proposed Improvements and the initiation of the Proposed Use on the Subject Property subsequent to the cessation of the Current Occupant's operations would be in the best interest of the City and the public; and

**WHEREAS**, based on this finding, the City Council is willing to provide a conditional and contingent consent to and approval of the Applicant's request for a Class 6b classification for the Subject Property and to support Cook County's exercise of its home rule authority to grant the Class 6b classification.

**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: DETERMINATION OF ELIGIBILITY AND APPROPRIATENESS.** The City Council hereby finds and determines that: (a) subsequent to the cessation of the Current Occupant's operations and the demolition of the Existing Building, the Subject Property will be appropriate for the Class 6b classification pursuant to the Classification Ordinance; (b) Class 6b classification of the Subject Property will be necessary for the substantial rehabilitation and reoccupation of the Subject Property with the Proposed Improvements; and (c) the new construction of the Proposed Improvements on the Subject Property will warrant the grant of the Class 6b classification.

**SECTION 3: RECOMMENDATION OF SUPPORT AND CONSENT OF PROSPECTIVE CLASS 6b CLASSIFICATION.** Pursuant to the County Classification Ordinance, and the City's standards for supporting and consenting to Class 6b Classifications, the City Council would recommend granting its consent and support to the classification of the Subject Property as Class 6b property, contingent upon the satisfaction of the conditions listed in Section 4 below.

**SECTION 4: CONDITIONS OF CITY'S CONSENT; REVOCATION.** The City Council's recommendation to consent and support the Class 6b Classification described in Section 3 of this Resolution is conditioned upon the occurrence and/or satisfaction by the Applicant of the following conditions:

- A. The Acquisition of the Subject Property by the Applicant no later than December 1, 2021;
- B. The continued operation of the Current Occupant for a term not exceeding five-years after the date on which the Current Occupant transfers title to the Subject Property to the Applicant; and
- C. The Applicant commencing construction of the Proposed Improvements no later than December 1, 2029; and
- D. The Applicant expending no less than \$10,000,000 in the construction of the Proposed Improvements on the Subject Property, inclusive of both hard and soft costs but expressly excluding costs arising from or associated with land acquisition, demolition of the Existing Building, and any required environmental remediation.

The Applicant agrees and acknowledges that the City Council's recommendation to consent to and support the Class 6b Classification of the Subject Property is expressly conditioned on the Applicant's satisfaction of the conditions set forth in this Section 4. The Applicant further acknowledges that this resolution shall not constitute an obligation or contract binding members of this or future City Councils and creates no vested right in a continuing legislative determination by the City Council regarding the appropriateness of the Applicant's proposed project. The City Council reserves the right, in its sole and exclusive discretion, to revoke its consent and support for any prospective Class 6b Classification granted to the Subject Property by resolution duly adopted in accordance with the procedures set forth in Section 74-73 of the Cook County Code of Ordinances. In the event that the City Council revokes its consent, the City Clerk is directed to promptly deliver notice of such revocation to the Board of Commissioners of Cook County and the Office of the Cook County Assessor along with certified copies of the revoking resolution.

**SECTION 5: DELIVERY.** The City Clerk is hereby directed to transmit a certified copy of this Resolution to the Applicant.

**SECTION 6: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law and the satisfaction of the conditions set forth in Section 4 above.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

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



ATTEST:

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**CITY CLERK**

DP-Resolution Supporting Class 6b Classification 555 Howard.

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**MAYOR**

Approved as to form:

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**Peter M. Friedman, General Counsel**

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF SUBJECT PROPERTY**

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SAID SOUTHEAST 1/4 WITH A LINE THAT IS 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SAID WEST 1/2 OF THE SOUTHEAST 1/4; THENCE SOUTH ALONG THE SAID PARALLEL LINE A DISTANCE OF 515.32 FEET; THENCE WEST AT RIGHT ANGLES TO SAID PARALLEL LINE, A DISTANCE OF 1163.47 FEET, MORE OR LESS TO THE EAST RIGHT WAY OF LINE OF THE DES PLAINES VILLAGE RAILROAD (NOW THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY); THENCE NORTH ALONG THE EAST LINE OF SAID RIGHT OF WAY, A DISTANCE OF 463.34 FEET, MORE OR LESS TO THE NORTH LINE OF THE SAID SOUTHEAST 1/4, THENCE EAST ALONG THE NORTH LINE OF THE SAID SOUTHEAST 1/4, A DISTANCE OF 1163.20 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST 1/4 OF A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 OF THE SOUTH EAST 1/4; THENCE SOUTH 00 DEGREES 10 MINUTES 38 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 515.32; THENCE SOUTH 89 DEGREES 49 MINUTES 22 SECONDS WEST AT RIGHT ANGLES TO SAID PARALLEL LINE, A DISTANCE OF 833.00 FEET TO THE PLACE OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT LAND; THENCE NORTH 87 DEGREES 44 MINUTES 20 SECONDS WEST 94.00 FEET; THENCE NORTHWESTERLY 294.334 FEET ALONG THE ARC OF A CIRCLE OF 277.94 FEET, CONVEX TO THE SOUTHWEST, TANGENT WITH THE LAST DESCRIBED COURSE WHOSE CHORD BEARS NORTH 57 DEGREES 24 MINUTES 04.5 SECONDS WEST, TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE DES PLAINES VILLAGE RAILROAD

(NOW THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY); THENCE SOUTH 156.0 FEET ALONG SAID EAST LINE OF THE RIGHT OF WAY TO A POINT ON A LINE DRAWN SOUTH 89 DEGREES 49 MINUTES 22 SECONDS WEST THROUGH THE HEREIN DESIGNATED PLACE OF BEGINNING, THENCE NORTH 89 DEGREES 49 MINUTES 22 SECONDS EAST, A DISTANCE OF 330.47 FEET TO THE HEREIN DESIGNATED PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

AND EXCEPTING THEREFROM:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBES AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST 1/4 WITH A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHEAST 1/4; THENCE SOUTH, ON SAID PARALLEL LINE, 75 FEET; THENCE NORTHWESTERLY TO A POINT ON THE SOUTH LINE OF THE NORTH 50 FEET OF SAID SOUTHEAST 1/4, 30 FEET (AS MEASURED ON SAID SOUTH LINE) WEST OF THE AFORESAID 50 FOOT PARALLEL LINE, THENCE WEST ON SAID SOUTH LINE TO A POINT 425 FEET WEST OF AND 50 FEET SOUTH OF THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 (AS MEASURED ON THE NORTH LINE THEREOF AND ON A LINE AT RIGHT ANGLES THERETO): THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE SAID NORTH LINE; THENCE EAST ON SAID NORTH LINE, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as 555 Howard Avenue, Des Plaines, 60018

PIN: 09-30-400-002 and 09-03-400-032


**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

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

**MEMORANDUM**

Date: May 6, 2021

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

From: Michael McMahon, Director of Community and Economic Development *mm*  
Jonathan Stytz, Planner *JS*

Subject: Consideration of Conditional Use for Auto Service Repair Use at 110 S. River Road, Case 21-004-CU (1<sup>st</sup> Ward)

**Issue:** The petitioner is requesting a Conditional Use under Section 12-7-3(F)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for an auto service repair use in the C-3 zoning district.

**Analysis:**

**Address:** 110 S. River Road

**Petitioner:** Jason Churak, 10 E. Comfort Lane, Palatine, IL 60067

**Owner:** Ararex Real Properties, 110 S. River Road, Suite 6, Des Plaines, IL 60016

**Case Number:** 21-004-CU

**Real Estate Index**

**Number:** 09-17-200-089-0000

**Ward:** #1, Alderman Mark A. Lysakowski

**Existing Zoning:** C-3, General Commercial

**Existing Land Use:** Multi-Tenant Commercial Building

**Surrounding Zoning:** North: C-3, General Commercial District  
South: C-3, General Commercial District  
East: R-1, Single Family Residential District  
West: C-3, General Commercial District

**Surrounding Land Use:** North: Rand Road Community (Residential)  
South: Rand Road Community (Residential) / Pesche's (Commercial)

East: Lions Woods Park (Recreational)  
West: Rand Road Mobile Home Park (Residential)

**Street Classification:** South River Road is classified as a Principal Arterial road.

**Comprehensive Plan:** The Comprehensive Plan designates this site as Commercial Industrial Urban Mix.

**Project Description:** The petitioner, Jason Churak, has requested a Conditional Use Permit to operate an auto service repair facility, CC Automotive, at 110 S. River Road, Suite 6. The subject property is located within the C-3, General Commercial district and auto service repair is a conditional use. The subject property contains a multi-tenant building with a surface parking area as shown in the Plat of Survey (Attachment 3). The subject property is located along South River Road east of the Rand Road Community Mobile Home Park and north of Pesche's Flowers. The subject property is currently accessed by two curb cuts off South River Road. The petitioner began operating CC Automotive out of this location in December 2020 without proper business registration. Code Enforcement contacted the petitioner on December 11, 2020 requesting that business operations on the subject property cease immediately until a conditional use permit was received for the auto service repair use. On March 8, 2021, a citation was issued to CC Automotive, LLC for violating 4-1-3(A) and 4-1-6(A) of the Des Plaines Municipal Code. Jason Churak, business owner, was storing vehicles on the premises and inside the unit along with automotive service equipment. At the April 8, 2021 Administrative Hearing, Attorney Rick Erickson represented Jason Churak and disputed the fines that were imposed. There was no dispute of the vehicles depicted in pictures over a two month span. Jason Churak was ordered to remove all vehicles from the 110 River Rd location until approval from the City was received. A \$1,500.00 fine was imposed with a continuance to 5/6/2021 for full compliance.

The existing one-story, 26,320-square foot building is made up of five suites. The petitioner wishes to operate CC Automotive out of Suite 6, which has its main entrance located on the south side of the building and consists of approximately 3,430-square feet. The existing suite is mostly open with one frame partition separating the main entrance and restroom from the open shop floor. Based on the Floor Plans (Exhibit C), the petitioner proposes to utilize the existing frame partition area as an office and waiting area with the restrooms totaling approximately 675-square feet. The remaining area, totaling approximately 2,121-square feet, will be utilized for three service bays and open shop area. The petitioner's proposal does not include any changes to the building. However, the petitioner does plan to add landscaping in front of his suite in addition to the existing landscaping throughout the site as indicated in the Site Plan (Exhibit B). The dumpster for this suite will be stored inside the building at all times with the exception of trash pickup days in compliance with Section 12-10-11 of the Des Plaines Zoning Ordinance.

Pursuant to Section 12-9-7 of the Des Plaines zoning Ordinance, auto service repair facilities are required to provide two parking spaces per service bay and one space for every 200 square feet of accessory retail. Thus, a total of 12 off-street parking spaces are required including one handicap accessible parking

space (three service bays plus 1,094-square feet / 200-square feet of accessory office space = 12 spaces). The Site Plan (Exhibit B) proposes 15 total parking spaces on the property, including a handicap accessible space, which meets this requirement.

CC Automotive will be open on Monday through Friday from 8 am to 6:30 pm, Saturday from 9 am to 2 pm, and closed on Sundays. Their services will include general automotive repair and maintenance such as electrical diagnostic, tune-ups, oil changes, brakes, batteries, light exhaust work, and check engine repair. A majority of the business includes off-site service calls so the subject location will be utilized as base of operations for CC Automotive. No vehicle sales are proposed at this site. A maximum of two employees and the petitioner will be present on site at a given time. Please see the Project Narrative (Exhibit A) for more details.

### **Compliance with the Comprehensive Plan**

The proposed project, including the proposed the site improvements, address various goals and objectives of the 2019 Comprehensive Plan including the following aspects:

- **Future Land Use Plan:**

- This property is designated as Commercial Industrial Urban Mix on the Future Land Use Plan. The Future Land Use Plan strives to create a well-balanced development area with a healthy mixture of commercial and industrial uses. While the current use is commercial and the existing building contains multiple tenant spaces, the petitioner will work to enhance the subject tenant space with general maintenance and additional landscaping along the front of the tenant space. All activities and items stored will be inside to reduce any negative impacts.
- The subject property is located along the defined River Road commercial corridor with a mobile home community to the north and west, commercial development to the south, and park to the east. The subject property contains a multi-tenant building with a variety of different commercial uses and is located in between large, established commercial developments along River Road. The request would assist in the retention of a new commercial business at this location and provide additional automotive services for the residents of Des Plaines.

- **Landscaping and Screening:**

- The Comprehensive Plan seeks to encourage and actively pursue beautification opportunities and efforts, including the installation of landscaping, street furniture, lighting, and other amenities, to establish a more attractive shopping environment and achieve stronger corridor identity in Des Plaines.
- The existing site contains landscaping around the multi-tenant building. However, the proposal seeks to add evergreen bushes along the front of the subject tenant space where the petitioner plans to locate the auto service repair use. While the front of this tenant space is not directly facing River Road, the addition of the evergreen bushes will improve the aesthetics of this site.

While the aforementioned aspects represent a small portion of the goals and strategies of the Comprehensive Plan, there is a large emphasis on improving existing commercial developments and enhancing commercial corridors throughout Des Plaines.

**Conditional Use Findings:** Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the 1998 City of Des Plaines Zoning Ordinance, as amended. In reviewing these standards, staff has the following comments:

**A. The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**B. The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**C. The proposed Conditional Use is designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**D. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**E. The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**F. The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**G. The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**H. The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**I. The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**J. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**Planning and Zoning Board Review:** The Planning and Zoning Board met on March 24, 2021 to consider a Conditional Use under Section 12-7-3(F)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for an auto service repair use in the C-3 zoning district.



The petitioner presented a brief overview of the request noting that the existing warehouse-style building was used for auto repair and has ample parking on site for all existing uses.

The Planning and Zoning Board (PZB) Members asked why the petitioner did not get a business license before operating his business; if equipment was installed on the site; if there were other circumstances other than medical issues that led to the delay in applying for the business license; if the petitioner has a license for the subject tenant space and, if so, how long is the lease period; if the petitioner has received and read the public hearing materials for this petition because it mentions that he began operating on site December 2020; what use was located in this tenant space before; if any structural work will be done to the building for the proposed use; and if lift kits were installed on site.

Community and Economic Development staff did not recommended approval or disapproval of the request, but did suggest five conditions if the PZB members considered recommending approval of the request. One of the suggested conditions requires the petitioner to repave and re-stripe the parking area to match the approved Site Plan. Other suggested conditions limit the operations of the tenant space to auto service repair and three service bays while also prohibiting the parking of damaged/inoperable vehicles to be stored outside or to block drive aisles or customer parking spaces.

Multiple members of the public spoke on this petition. The first member from the public asked why there was only one handicap accessible parking space provided for the proposed use and asked how the petitioner will handle waste disposal for his business. The building owner responded that there are additional handicap accessible parking spaces available at the next unit. The petitioner responded that he has contracts with oil trap in conformance with EPA guidelines and that his dumpster will be stored inside the tenant space except during garbage pickup times.

The second member from the public expressed concerns regarding noise of idling trucks, trash collecting around dumpsters, and auto work being done on the site for almost a year. He suggested that a privacy fence be installed along the back of the property to reduce noise from the property and screen it from view of the mobile home community located directly west of the site. The property owner responded that in regard to idling diesel trucks and car repairs on site, there are a multitude of reasons why they take place, some that he is aware of and others that he is not. Since he is not on site all of the time, he explained that he has found individuals on site that should not be as well as illegal dumping. He added that the addition of this use to the existing site will help address the random activities from occurring on site. Concerning fencing, he explained that he does not have full control over fencing since the existing chain link fence borders the railroad and mobile home community and crosses over property lines. However, he mentioned that he would be open to speaking with the mobile home community to address the fence.

A third member from the public expressed similar concerns for the idling diesel trucks on the property, sometimes late at night, and asked about the anticipated hours of operation for the proposed business. The petitioner responded that all work would be conducted inside the building at all times and that 70% of his business is mobile work at dealerships. He described that he has operated this type of business before on a smaller scale but that this would be a larger shop. The petitioner explained that customers will arrive on site by appointment so there will not be much traffic generated by this use. He reiterated that it is in his best interest to keep the space clean and free of debris. Planner Stytz responded that the business would be open Monday to Friday from 8 am to 6:30 pm, Saturday from 9 am to 2 pm, and closed on Sundays. PZB member asked if there were any "No Trespassing" signs installed on the property currently. The property owner responded that there are signs installed on site but that he is unaware of the type of signage. Nonetheless, he agreed to add "No Trespassing" signs on the property.

The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with two new conditions: (i) that an appropriate privacy fence is installed between the subject property and the mobile home

community; and (ii) that a security system is installed on the property to allow the property owner to monitor all activities when he is not on site.

**Recommendations:** I recommend approval of Ordinance Z-32-21 for a Conditional Use request for an auto service repair use at 110 S. River Road, Suite 6, based on a review of the information presented by the applicant and the findings made above, as specified in Section 12-3-6(H) (Standards for Variations) of the City of Des Plaines Zoning Ordinance with the following conditions.

**Conditions of Approval:**

1. No motor vehicles may be displayed for sale on the subject property. Motor vehicle sales is not permitted on the Subject Property without first obtaining a separate conditional use permit.
2. The parking area must be repaved with a dust-free hard surface and the parking spaces must be painted on the property to match the Site Plan.
3. Damaged or inoperable vehicles must not be parked outside at any time.
4. No vehicles shall be stored or parked within the required drive aisles, designated customer parking spaces, or designated employee parking spaces at any time.
5. Only eight parking stalls shall be designated for vehicles under repair at the Subject Property and all vehicles parked outside must display either a valid license plate or a visible placard identifying that the vehicle is in the possession of the business registered to Subject Property.
6. Only three service bays shall be allowed for the life of this conditional use.
7. No auto body related activities are permitted at any time.
8. Within 90 days of City council approval, obtain a permit and construct a minimum 6-foot tall wood privacy fence between the subject property and the mobile home community in conformance with applicable City codes.
9. Within 90 days of City council approval, a security system shall be installed on the property to allow the property owner to monitor all activities on site at all times.
10. A building permit must be obtained for the renovations of the unit within the Building.
11. The operation of the auto service establishment, including the parking and storing of vehicles, may not commence until the approval of all renovations to the unit within the Building and the issuance a Business Registration Certificate from the City.

**Attachments:**

- Attachment 1: Petitioner's Responses to Standards
- Attachment 2: Location Map
- Attachment 3: Plat of Survey
- Attachment 4: Site and Context Photos
- Attachment 5: Chairman Szabo Letter from Planning & Zoning Board to the Mayor and City Council
- Attachment 6: Draft Excerpt from the March 23, 2021 Planning and Zoning Board Meeting

**Ordinance Z-32-21**

- Exhibit A: Project Narrative
- Exhibit B: Proposed Site Plan
- Exhibit C: Proposed Building Floor Plan
- Exhibit D: Unconditional Agreement and Consent

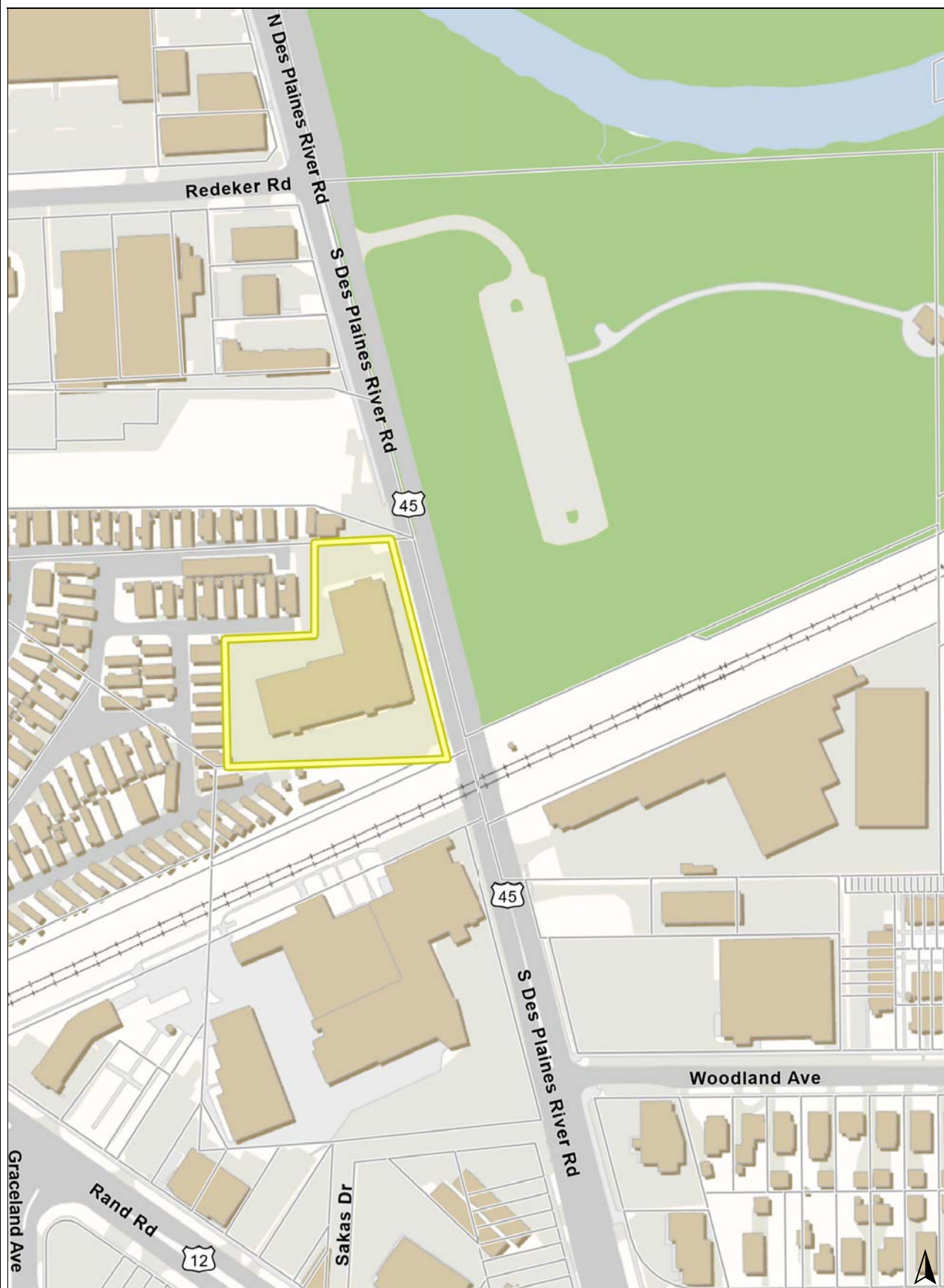


110 S. River Road  
Suite 6  
Des Plaines, IL 60016  
630-878-8123

Answers for standards for conditional uses: 3-9-2021

1. Yes the conditional use I seek is established within the zoning district .
2. The conditional use permit for this location is in line with the City of Des Plaines objectives and comprehensive plan, as it promotes business within the city limits. It also provided a necessary service for the community.
3. This proposed conditional use is being sought in an existing building that meets all standards for the area and is maintained extremely well and is in exemptible condition. The proposed business will adhere to all standards and looks to maintain a very clean and professional business. The goal of CC Automotive is to be good neighbors and run a first class operation that adheres to all local and state policies.
4. The conditional use will complement the other businesses already occupying the location. CC Automotive looks forward to being a good neighbor to all the other businesses at the location.
5. The conditional use of this location will have no adverse affects on any of the highways, streets, police, and fire protection. CC Automotive will have no effect on disposal, water and sewer seeing it only uses minimal water, runs a clean organization, and pays a third party for disposal of garbage. It will have a positive effect on the school system as it looks to sponsor local sports teams, advertise in local school programs, and looks to get in involved in the work program at Main West.
6. This conditional use will cause no excessive requirements at public expense for facilities and services.

7. This conditional use does not involve any activities that will be detrimental anyone and property. There will not be any excessive production of traffic, noise, smoke, fumes, glare, or odors.
8. The conditional use will have no effect on the traffic in the general area. The driveways to 110 S River Rd. are large and flow well. The street is a 4-lane highway style street and does have enough room for turning.
9. The proposed conditional use for 110 s river road is being sought in an existing building so no destruction or loss will happen to any natural or scenic features.
10. The conditional use being sought by CC Automotive complies with all regulations from the City of Des Plaines and is inline with all guidelines listed by the city.

**Legend**

0 300 600  
ft

**Print Date: 3/16/2021****Notes**

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.







110 S. River Rd – Public Notice



110 S. River Rd – Looking South at Front of Site



110 S. River Rd – Looking West at Front Entrance & Parking



110 S. River Rd – Looking Southwest at Rear Entrance & Parking





COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

March 24, 2021

Mayor Bogusz and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 110 S. River Road, 21-004-CU, 1<sup>st</sup> Ward  
**RE:** Consideration of Conditional Use at 110 S. River Road, Case #21-004-CU (1<sup>st</sup> Ward)

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on March 24, 2021 to consider a Conditional Use under Section 12-7-3(F)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for an auto service repair use in the C-3 zoning district.

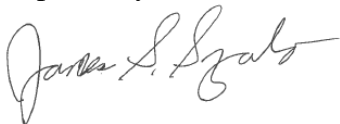
1. The petitioner presented a brief overview of the request noting that the existing warehouse-style building was used for auto repair and has ample parking on site for all existing uses.
2. The Planning and Zoning Board (PZB) Members asked why the petitioner did not get a business license before operating his business; if equipment was installed on the site; if there were other circumstances other than medical issues that led to the delay in applying for the business license; if the petitioner has a license for the subject tenant space and, if so, how long is the lease period; if the petitioner has received and read the public hearing materials for this petition because it mentions that he began operating on site December 2020; what use was located in this tenant space before; if any structural work will be done to the building for the proposed use; and if lift kits were installed on site.

The petitioner responded that he was not operating the business, was not open to the public, and made efforts to receive a business license as soon as he could; that since he was starting the business from scratch there is a lot of work to be done on site so he began work on the tenant space and was informed of the zoning requirements; that he does have a three-year lease with an option for continuance; that he has read through the public hearing materials and noted that his business never officially opened. Director McMahon responded that some equipment was installed in the building and cars were located on site. The building owner answered the remaining PZB member questions stating that the petitioner has been working diligently to prepare his tenant space for the business and that he welcomes the petitioner's business; and that there are other cars on site because there are other tenants residing in the building; that the subject tenant space has been vacant for a long time but has been used for warehouse, office space, painting shop, and t-shirt printing shop. The petitioner added that the three above ground electric lifts have been installed inside the tenant space for use by the proposed business.

3. Community and Economic Development staff did not recommended approval or disapproval of the request, but did suggest five conditions if the PZB members considered recommending approval of the request. One of the suggested conditions requires the petitioner to repave and re-stripe the parking area to match the approved Site Plan. Other suggested conditions limit the operations of the tenant space to auto service repair and three service bays while also prohibiting the parking of damaged/inoperable vehicles to be stored outside or to block drive aisles or customer parking spaces.

4. Multiple members of the public spoke on this petition. The first member from the public asked why there was only one handicap accessible parking space provided for the proposed use and asked how the petitioner will handle waste disposal for his business. The building owner responded that there are additional handicap accessible parking spaces available at the next unit. The petitioner responded that he has contracts with oil trap in conformance with EPA guidelines and that his dumpster will be stored inside the tenant space except during garbage pickup times. The second member from the public expressed concerns regarding noise of idling trucks, trash collecting around dumpsters, and auto work being done on the site for almost a year. He suggested that a privacy fence be installed along the back of the property to reduce noise from the property and screen it from view of the mobile home community located directly west of the site. The property owner responded that in regard to idling diesel trucks and car repairs on site, there are a multitude of reasons why they take place, some that he is aware of and others that he is not. Since he is not on site all of the time, he explained that he has found individuals on site that should not be as well as illegal dumping. He added that the addition of this use to the existing site will help address the random activities from occurring on site. Concerning fencing, he explained that he does not have full control over fencing since the existing chain link fence borders the railroad and mobile home community and crosses over property lines. However, he mentioned that he would be open to speaking with the mobile home community to address the fence. A third member from the public expressed similar concerns for the idling diesel trucks on the property, sometimes late at night, and asked about the anticipated hours of operation for the proposed business. The petitioner responded that all work would be conducted inside the building at all times and that 70% of his business is mobile work at dealerships. He described that he has operated this type of business before on a smaller scale but that this would be a larger shop. The petitioner explained that customers will arrive on site by appointment so there will not be much traffic generated by this use. He reiterated that it is in his best interest to keep the space clean and free of debris. Planner Stytz responded that the business would be open Monday to Friday from 8 am to 6:30 pm, Saturday from 9 am to 2 pm, and closed on Sundays. PZB member asked if there were any "No Trespassing" signs installed on the property currently. The property owner responded that there are signs installed on site but that he is unaware of the type of signage. Nonetheless, he agreed to add "No Trespassing" signs on the property.
5. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with two new conditions: (i) that an appropriate privacy fence is installed between the subject property and the mobile home community; and (ii) that a security system is installed on the property to allow the property owner to monitor all activities when he is not on site.

Respectfully submitted,



James Szabo,  
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

Case 21-004-CU	110 S. River Rd	Conditional Use
Case 21-005-PUD-A	1700 Higgins Rd	PUD Amendment
Case 21-006-V	800 Beau Dr	Major Variation

March 23, 2021  
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### **OLD BUSINESS**

### **NEW BUSINESS**

1. **Address:** 110 S. River Road

**Case Number:** 21-004-CU  
Public Hearing

The petitioner is requesting a Conditional Use under Section 12-7-3(F)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for an auto service repair use in the C-3 zoning district, and approval of any other such variations, waivers, and zoning relief as may be necessary.

**PINs:** 09-17-200-089-0000  
**Petitioner:** Jason Churak, CC Automotive, LLC, 110 S. River Road, Des Plaines, IL 60016  
**Owner:** Marek Amarex, Amarex Real Properties, 110 S. River Road, Des Plaines, IL 60016

Chairman Szabo swore in Jason Churak, representing the property at 110 S. River Road, Des Plaines, IL 60016.

Mr. Churak provided an overview of his request and stated that the building was previously used for an auto repair shop and that there was ample parking due to the warehouse style building.

Chairman Szabo asked if the Board had any questions.

Member Veremis asked why a business license was not acquired prior to opening. Mr. Churak stated that he was not opened and submitted the business licensing paperwork as soon as possible, he reiterated that he was not open or operating.

Director McMahon stated that some equipment has been installed and that there were cars on site at the location.

Member Fowler inquired about the other extenuating circumstances that prevented the application from obtaining a business license. Mr. Churak stated that he was starting the business from scratch and that work on the property needs to be completed. Mr. Churak stated that when he applied for the business license he was informed of the zoning change.

Chairman Szabo asked about the length of the lease on the property. Mr. Churak stated he has a three year lease on the property, with the option to renew.

Mr. Hofherr asked the Petitioner if he had received the staff report and read the conditions regarding the petition. Mr. Churak stated that he had read the paperwork.

Mr. Hofherr asked Mr. Churak why he began operating in December 2020 without a business license. Mr. Churak stated that he never officially opened his business.

Case 21-004-CU	110 S. River Rd	Conditional Use
Case 21-005-PUD-A	1700 Higgins Rd	PUD Amendment
Case 21-006-V	800 Beau Dr	Major Variation

March 23, 2021

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Chairman Szabo swore in Marek Amarex, 110 S. River Road, Des Plaines, IL 60016, owner of the subject property. Mr. Amarex stated he is preparing and working diligently on welcoming the tenant. Mr. Amarex stated that the other cars on the property are not the Petitioners, but other building tenants.

Mr. Hofherr asked that since the nature of the use of the building is auto repair, does the building have firewalls? Mr. Amarex stated the building does have firewalls.

Member Veremis inquired what the use for the space was previously. Mr. Amarex stated that the space has been vacant for a long time, but previous uses included a warehouse, office space, painting shop and t-shirt printing space.

Mr. Churak stated that the space is a generic warehouse building with bays; there will be no construction of extra doors or change to the structure of the building. Chairman Szabo inquired about the lifts, the Petitioner stated that there would be three above ground electric lifts.

Chairman Szabo asked if there were any other questions from the Board. There were no other questions asked.

Chairman Szabo asked if there were any questions or comments from the audience. The following comments were recorded:

- Denise Green, 485 Florian Dr
  - Ms. Green asked if there was a provision regarding disabled parking, she stated that only 1 of the 5 parking spaces were handicapped accessible. Mr. Amarex responded that additional handicapped spaces are available at the next unit.
  - Ms. Green also asked about waste disposal. Mr. Churak stated that disposal contracts are associated with the business owner. Mr. Churak stated that he also has contracts with an oil hauler, who complies with all EPA rules and a scrap metal hauler.
- Michael Yurkovic, 1330 Rand Rd #124
  - Mr. Yurkovic has been a neighbor of the property for several years, with this property abutting the subject building.
  - Concern over automotive work performed over the summer and the idling of diesel engines and additional noise concerns. Mr. Yurkovic was able to speak to one of the persons working and the issue was rectified. Mr. Yurkovic expressed a concern for noise and pollution problems at that space, especially during the summer.
  - Mr. Yurkovic inquired about the possibility of installing a privacy fence to assist as a noise buffer.
  - A secondary problem is the garbage, garbage continues to pile up at the northwest corner of the lot.

Case 21-004-CU	110 S. River Rd	Conditional Use
Case 21-005-PUD-A	1700 Higgins Rd	PUD Amendment
Case 21-006-V	800 Beau Dr	Major Variation

March 23, 2021

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- Patrick Harrison, 1330 Rand Rd # 119
  - Mr. Harrison voiced the same complaints of the idling engines and noted that the radio is played loudly into the evening. Mr. Harrison inquired about the locations hours of operation.
  - Mr. Harrison also inquired about where vehicles will be worked on (inside or outside the establishment).

Mr. Yurkovic also inquired about the hours of operation.

Planner Stytz provided the hours of operation from the supplied project narrative. Business hours are Monday – Friday, 8:00 a.m. – 6:30 p.m., Saturday, 9:00 a.m. – 2:00 p.m. and closed Sunday.

Member Fowler directed a question to Mr. Stytz/Mr. McMahon about making a condition of approval a taller privacy fence. Mr. McMahon stated that the Board would be able to make that a condition.

Member Fowler asked the Petitioner about the idling of cars and how often that occurs, Mr. Amarex responded that the idling of engines occurred based on a multitude of reasons and that he is aware of the issue. Mr. Amarex continued that if a stable business was able to occupy that space it would help alleviate the randomness.

Mr. Amaraex stated that he is not in control of most of the fence; that the railway and mobile home park are responsible but he is willing to work with the park about the fence. The owner also stated that the majority of the problem is near the dumpsters and stated that the majority of the problem is due to the lack of a stable presence on the property.

Director McMahon interjected that the fence is not on the mobile home property.

Chairman Szabo stated that the owner of the commercial property is responsible for proper screening/fencing and not the residential owner. Director McMahon confirmed.

Member Saletnik asked for clarity about issues from other entities and not the petitioner. Mr. Amarex does not know the degree of problems, but would like to remedy the concerns. Member Saletnik suggested the installation of a fence and security system to the subject property.

Member Fowler inquired about signage, such as “no trespassing”. Mr. Amarex stated that he does have some signage, but was not sure of the type of signage. Staff reminded the petitioner of the sign ordinance.

Mr. Churak stated that he does not allow for work outside the facility and that the work will be performed inside the building. The Petitioner stated that he is not interested in a dirty building and is not in his best interest. The Petitioner also stated that approximately 70% of his business is mobile, and he has appointments off site at dealerships.

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Chairman Szabo asked that the Staff Report be entered into record. Planner Stytz provided a summary of the following report:

**Issue:** The petitioner is requesting a Conditional Use under Section 12-7-3(F)(3) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow for an auto service repair use in the C-3 zoning district.

**Analysis:**

**Address:** 110 S. River Road

**Owners:** Jason Churak, 10 E. Comfort Lane, Palatine, IL 60067

**Petitioner:** Ararey Real Properties, 110 S. River Road, Des Plaines, IL 60016

**Case Number:** 21-004-CU

**Real Estate Index Number:** 09-17-200-089-0000

**Ward:** #1, Alderman Mark A. Lysakowski

**Existing Zoning:** C-3, General Commercial

**Existing Land Use:** Multi-Tenant Commercial Building

**Surrounding Zoning:** North: C-3, General Commercial District  
South: C-3, General Commercial District  
East: R-1, Single Family Residential District  
West: C-3, General Commercial District

**Surrounding Land Use:** North: Rand Road Community (Residential)  
South: Rand Road Community (Residential) / Pesche's (Commercial)  
East: Lions Woods Park (Recreational)  
West: Rand Road Mobile Home Park (Residential)

**Street Classification:** South River Road is classified as a Principal Arterial road.

**Comprehensive Plan:** The Comprehensive Plan designates this site as Commercial Industrial Urban Mix.

**Project Description:**

The petitioner, Jason Churak, has requested a Conditional Use Permit to operate an auto service repair facility, CC Automotive, at 110 S. River Road. The subject property is located within the C-3, General Commercial district and auto service repair is a conditional use with the C-3 zoning district. The subject property contains a multi-tenant building with a surface parking area as shown in the Plat of Survey. The subject property is located along South River Road east of the Rand Road Community Mobile Home Park

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and north of Pesche's Flowers. The subject property is currently accessed by two curb cuts off South River Road. The petitioner began operating CC Automotive out of this location in December 2020 without a business license. Code Enforcement contacted the petitioner on December 11, 2020 requesting that business operations on the subject property would cease immediately until a conditional use permit was received for the auto service repair use. Thus, the petitioner is requesting a conditional use permit to bring his auto service repair use into compliance with the Des Plaines Zoning Ordinance.

The existing one-story, 26,320-square foot building is made up of five suites with a front customer entrance and service entrance with garage door at the rear of the unit. The petitioner wishes to operate CC Automotive out of Suite 6, which has its main entrance located on the south side of the building and consists of approximately 3,430-square feet. The existing suite is mostly open with one frame partition separating the main entrance and restroom from the open shop floor. Based on the Floor Plans, the petitioner proposes to utilize the existing frame partition area as an office and waiting area with the restrooms totaling approximately 675-square feet. The remaining area, totaling approximately 2,121-square feet, will be utilized for three service bays and open shop area. The petitioner's proposal does not include any changes to the building. However, the petitioner does plan to add landscaping in front of his suite in addition to the existing landscaping throughout the site as indicated in the Site Plan. The dumpster for this suite will be stored inside the building at all times with the exception of trash pickup days in compliance with Section 12-10-11 of the Des Plaines Zoning Ordinance.

Pursuant to Section 12-9-7 of the Des Plaines zoning Ordinance, auto service repair facilities are required to provide two parking spaces per service bay and one space for every 200 square feet of accessory retail. Thus, a total of 12 off-street parking spaces are required including one handicap accessible parking space (three service bays plus 1,094-square feet / 200-square feet of accessory office space = 12 spaces). The Site Plan proposes 15 total parking spaces on the property, including a handicap accessible space, which meets this requirement.

CC Automotive will be open on Monday through Friday from 8 am to 6:30 pm, Saturday from 9 am to 2 pm, and closed on Sundays. Their services will include general automotive repair and maintenance such as electrical diagnostic, tune-ups, oil changes, brakes, batteries, light exhaust work, and check engine repair. A maximum of two employees and the petitioner will be present on site at a given time. Please see the Project Narrative for more details.

#### **Compliance with the Comprehensive Plan**

The proposed project, including the proposed the site improvements, address various goals and objectives of the 2019 Comprehensive Plan including the following aspects:

- **Future Land Use Plan:**
  - This property is designated as Commercial Industrial Urban Mix on the Future Land Use Plan. The Future Land Use Plan strives to create a well-balanced development area with a healthy mixture of commercial and industrial uses. While the current use is commercial and the existing building contains multiple tenant spaces, the petitioner will work to enhance the subject tenant space with general maintenance and additional landscaping along the front of the tenant space. All activities and items stored will be inside to reduce any negative impacts.



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- The subject property is located along the defined River Road commercial corridor with a mobile home community to the north and west, commercial development to the south, and park to the east. The subject property contains a multi-tenant building with a variety of different commercial uses and is located in between large, established commercial developments along River Road. The request would assist in the retention of a new commercial business at this location and provide additional automotive services for the residents of Des Plaines.
- **Landscaping and Screening:**
  - The Comprehensive Plan seeks to encourage and actively pursue beautification opportunities and efforts, including the installation of landscaping, street furniture, lighting, and other amenities, to establish a more attractive shopping environment and achieve stronger corridor identity in Des Plaines.
  - The existing site contains landscaping around the multi-tenant building. However, the proposal seeks to add evergreen bushes along the front of the subject tenant space where the petitioner plans to locate the auto service repair use. While the front of this tenant space is not directly facing River Road, the addition of the evergreen bushes will improve the aesthetics of this site.

While the aforementioned aspects represent a small portion of the goals and strategies of the Comprehensive Plan, there is a large emphasis on improving existing commercial developments and enhancing commercial corridors throughout Des Plaines.

**Conditional Use Findings:** Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the 1998 City of Des Plaines Zoning Ordinance, as amended. In reviewing these standards, staff has the following comments:

**A. The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**B. The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**C. The proposed Conditional Use is designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**D. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**E. The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:**

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Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**F. The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**G. The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**H. The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**I. The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**J. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:**

Comment: Please see the petitioner's responses to Standards for Conditional Uses.

**Recommendation:** Staff does not recommend approval or disapproval of the Conditional Use Permit for auto service repair use at 110 S. River Road based on a review of the information presented by the applicant and the findings made above, as specified in Section 12-3-4(E) (Standards for Conditional Uses) of the City of Des Plaines Zoning Ordinance. If a motion to approve is made, staff recommends the following conditions:

1. The parking area shall be repaved with a dust-free hard surface and the parking spaces shall be painted on the property to match the approved Site Plan.
2. No damaged or inoperable vehicles are allowed outside at any time.
3. No vehicles shall be stored within the required drive aisles or customer parking spaces at any time.
4. Only three service bays shall be allowed for the life of this conditional use.
5. No auto body related activities are permitted at any time.

**Planning and Zoning Board Procedure:** Under Section 12-3-4(D) (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the Planning and Zoning Board has the authority to *recommend* that the City Council approve, approve subject to conditions, or deny the above-mentioned conditional use for a new auto service repair use at 110 S. River Road. The City Council has final authority on the proposal.

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**A motion was made by Board Member Saletnik, seconded by Board Member Fowler, to recommend approval of the Conditional Use at 110 S River Road, with the two additional conditions of an appropriate privacy fence between the residential and commercial property be constructed and that a security system be installed.**

AYES: Saletnik, Fowler, Hofherr, Veremis, Szabo

NAYES: None

ABSTAIN: None

**\*\*\*MOTION CARRIED UNANIMOUSLY\*\*\***

Member Veremis thanked the Petitioner for improving the building landscape and his involvement in the community.

**CITY OF DES PLAINES**

**ORDINANCE Z - 32 - 21**

**AN ORDINANCE GRANTING A CONDITIONAL USE  
PERMIT FOR THE OPERATION OF AN AUTO SERVICE  
REPAIR ESTABLISHMENT AT 110 S. RIVER ROAD, SUITE  
6, DES PLAINES, ILLINOIS.**

---

**WHEREAS**, Jason Churak ("**Petitioner**") is the lessee of the property commonly known as 110 S. River Road, Suite 6, Des Plaines, Illinois ("**Subject Property**"); and

**WHEREAS**, the Subject Property is located in the C-3 General Commercial District of the City ("**C-3 District**"); and

**WHEREAS**, the Subject Property is improved with a one-story multi-tenant commercial building ("**Building**"); and

**WHEREAS**, the Petitioner desires to operate an auto service repair establishment on the Subject Property; and

**WHEREAS**, pursuant to Section 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**"), the operation of an auto service repair establishment is permitted in the C-3 District only with a conditional use permit; and

**WHEREAS**, Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for a conditional use permit to allow the operation of an auto service repair establishment on the Subject Property ("**Conditional Use Permit**"), in accordance with Sections 12-7-3.F.3 and 12-7-3.K of the Zoning Ordinance; and

**WHEREAS**, the Subject Property is owned by Ararex Real Properties ("**Owner**"), which has consented to the Petitioner's application; and

**WHEREAS**, the Petitioner's application was referred by the Department to the Planning and Zoning Board of the City of Des Plaines ("**PZB**") within 15 days after the receipt thereof; and

**WHEREAS**, within 90 days from the date of the Petitioner's application a public hearing was held by the PZB on March 23, 2021 pursuant to notice published in the *Des Plaines Journal* on March 3, 2021; and

**WHEREAS**, notice of the public hearing was mailed to all property owners within 300 feet of the Subject Property; and

**WHEREAS**, during the public hearing, the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable provisions of the Zoning Ordinance; and

**WHEREAS**, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on March 24, 2021, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 5-0, to approve the Petitioner's application for the Conditional Use Permit subject to certain terms and conditions; and

**WHEREAS**, the Petitioner made certain representations to the PZB with respect to the proposed conditional uses, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting this request for the Conditional Use Permits; and

**WHEREAS**, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated March 15, 2021, including the attachments and exhibits thereto, and has determined that it is in the best interest of the City and the public to grant the Petitioner's application in accordance with the provisions of this Ordinance;

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

**SECTION 1. RECITALS.** The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this Ordinance.

**SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY.** The Subject Property is legally described as follows:

THAT PART OF LOT 7 IN REDEKER ESTATE SUBDIVISION OF PARTS OF SECTION 8, 9, 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THIRD PRINCIPLE MERIDIAN, LYING SOUTH OF A LINE WHICH IS PARALLEL TO AND 321.16 FEET NORTH OF THE SOUTH LINE OF LOT 7; AND LYING EAST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF LOT 7, WHICH IS 17.62 FEET EAST OF THE SOUTHWEST CORNER OF LOT 7; THENCE RUNNING NORTH AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 7, 186.24 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 2 ACRES OF SAID LOT 7 (SAID LINE BEING 186.24 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 7); THENCE RUNNING EAST ON SAID NORTH LINE OF THE SOUTH 2 ACRES OF SAID LOT 7, 110 FEET; THENCE RUNNING NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 134.92 FEET TO A POINT ON A LINE WHICH IS PARALLEL TO AND 321.16 FEET NORTH OF THE SOUTH LINE OF SAID LOT, SAID POINT BEING 144.4 FEET WEST OF THE WEST LINE OF RIVER ROAD, IN COOK COUNTY, ILLINOIS.

PIN: 09-17-200-089-0000

Commonly known as: 110 S. River Road, Des Plaines, Illinois.

**SECTION 3. CONDITIONAL USE PERMIT.** Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council grants the Petitioner a Conditional Use Permit to allow the operation of auto service repair establishment on the Subject Property. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

**SECTION 4. CONDITIONS.** The Conditional Use Permit granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

A. Compliance with Law and Regulations. The development, use, operation, and maintenance of the Subject Property, by the Petitioner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. Except for minor changes and site work approved by the City Director of Community and Economic Development in accordance with all applicable City standards, the development, use, operation, and maintenance of the Subject Property by the Petitioner must comply with the following plans as may be amended to comply with Section 4.C of this Ordinance:

1. That certain "Project Narrative" prepared by Petitioner, consisting of one page, and dated March 9, 2021, attached to and by this reference made a part of this Ordinance as **Exhibit A**; and

2. That certain “Proposed Site Plan” prepared by Petitioner, consisting of one page, and dated March 9, 2021, attached to and by this reference made a part of, this Ordinance as **Exhibit B** (“*Site Plan*”); and
3. Those certain “Proposed Building Floor Plan” prepared by Petitioner, consisting of one page, and dated March 9, 2021, attached to and by this reference made a part of, this Ordinance as **Exhibit C**.

C. Additional Conditions. The development, use, and maintenance of the Subject

Property shall be subject to and contingent upon the following additional conditions:

1. No motor vehicles may be displayed for sale on the subject property. Motor vehicle sales is not permitted on the Subject Property without first obtaining a separate conditional use permit.
2. The parking area must be repaved with a dust-free hard surface and the parking spaces must be painted on the property to match the Site Plan.
3. Damaged or inoperable vehicles must not be parked outside at any time.
4. No vehicles shall be stored or parked within the required drive aisles, designated customer parking spaces, or designated employee parking spaces at any time.
5. Only eight parking stalls shall be designated for vehicles under repair at the Subject Property and all vehicles parked outside must display either a valid license plate or a visible placard identifying that the vehicle is in the possession of the business registered to Subject Property.
6. Only three service bays shall be allowed for the life of this conditional use.
7. No auto body related activities are permitted at any time.
8. Within 90 days of City council approval, obtain a permit and construct a minimum 6-foot tall wood privacy fence shall be installed between the subject property and the mobile home community in conformance with applicable City codes.
9. Within 90 days of City council approval, a security system shall be installed on the property to allow the property owner to monitor all activities on site at all times.
10. A building permit must be obtained for the renovations of the unit within the Building.
11. The operation of the auto service establishment, including the parking and storing of vehicles, may not commence until the approval of all renovations to the unit within the Building and the issuance a Business Registration



Certificate from the City.

**SECTION 5. RECORDATION; BINDING EFFECT.** A copy of this Ordinance must be recorded in the Office of the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein run with the Subject Property and inure to the benefit of, and are binding upon, the Petitioner and Owner and their respective personal representatives, successors, and assigns, including, without limitation, subsequent purchasers of the Subject Property.

**SECTION 6. NONCOMPLIANCE.**

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than seventy five dollars (\$75.00) or more than seven hundred and fifty dollars (\$750.00) for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner or Owner fails to develop or maintain the Subject Property in accordance with the plans submitted, the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the Conditional Use Permit granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of the Conditional

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Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner and Owner acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner and Owner.

**SECTION 7. EFFECTIVE DATE.**

A. This Ordinance shall be in full force and effect only after the occurrence of the following events:

1. its passage and approval by the City Council in the manner provided by law;
2. its publication in pamphlet form in the manner provided by law;
3. the filing with the City Clerk by the Petitioner and the Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Petitioner's and Owner's consent to its recordation. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as **Exhibit D**; and
4. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

B. In the event that the Petitioner and the Owner do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 7.A.3 of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

**SECTION 8. 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.

**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**

I, \_\_\_\_\_, being the owner or other party in interest of the property legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the Subject Property in accordance with the terms of this Ordinance.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

DP-Ordinance Approving Major Variation for Density at 800 Beau Drive

**Proposed Exhibits**

**EXHIBIT A: PROJECT NARRATIVE**

**EXHIBIT B: SITE PLAN**

**EXHIBIT C: PROPOSED BUILDING FLOOR PLAN**

**EXHIBIT D: UNCONDITIONAL AGREEMENT AND CONSENT**

**EXHIBIT A**  
**PROJECT NARRATIVE**

**EXHIBIT B**

**SITE PLAN**

**EXHIBIT C**

**PROPOSED BUILDING FLOOR PLAN**



## EXHIBIT D

### UNCONDITIONAL AGREEMENT AND CONSENT

**TO:** The City of Des Plaines, Illinois ("**City**");

**WHEREAS**, Jason Churak ("**Petitioner**") is the lessee of the property commonly known as 110 S. River Road, Des Plaines, Illinois, Suite 6 ("**Subject Property**"); and

**WHEREAS**, the Subject Property is located in the C-3 General Commercial District of the City ("**C-3 District**"); and

**WHEREAS**, the Subject Property is improved with a one-story multi-tenant commercial building ("**Building**"); and

**WHEREAS**, the Petitioner desires to operate an auto service repair establishment on the Subject Property; and

**WHEREAS**, pursuant to Section 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**"), the operation of an auto service repair establishment is permitted in the C-3 District only with a conditional use permit; and

**WHEREAS**, Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for a conditional use permit to allow the operation of an auto service repair establishment on the Subject Property ("**Conditional Use Permit**"), in accordance with Sections 12-7-3.F.3 and 12-7-3.K of the Zoning Ordinance; and

**WHEREAS**, the Subject Property is owned by Ararex Real Properties ("**Owner**"), which consented to the Petitioner's application; and

**WHEREAS**, Ordinance No. Z-32-21 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_, 2021 ("**Ordinance**"), grants approval of the Conditional Use Permit, subject to certain conditions; and

**WHEREAS**, the Petitioner and the Owner each desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

**NOW, THEREFORE**, the Petitioner and the Owner do hereby agree and covenant as follows:

1. Petitioner and Owner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-32-21, adopted by the City Council on \_\_\_\_\_, 2021.
2. Petitioner and Owner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the

{00119801.4}

City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner or Owner against damage or injury of any kind and at any time.

3. Petitioner and Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. Petitioner agrees to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.
5. Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

**[SIGNATURE PAGE FOLLOWS]**

ATTEST:

**JASON CHURAK**

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

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

**SUBSCRIBED** and **SWORN** to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

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

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

ATTEST:

**ARAREX REAL PROPERTIES**

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

\_\_\_\_\_

**SUBSCRIBED** and **SWORN** to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

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



110 S. River Road  
Suite 6  
Des Plaines, IL 60016  
630-878-8123

Project Narrative  
3-9-2021

CC Automotive is seeking a conditional use permit to open an automotive service center. The service we look to offer are general automotive repair including electrical diagnostic, tune ups, oil changes, brakes, batteries, light exhaust work, check engine repair and general automotive maintenance. We at this time offer no towing services and will only have vehicles dropped off during regular business hours. Regular business Hours will be Monday – Friday 8:00 am to 6:30 pm. Saturday will be 9:00 am to 2:00 pm. We have no plans to change any parking, landscape, entrances or any part of the existing structure. As for signage the location has a street sign for all the businesses located on site. The dumpster enclosure will not be necessary as we plan storing the dumpster inside the shop area to prevent any dumping of illegal materials. CC automotive will have no vehicles be dropped off after business hours and definitely will not have any tow trucks coming and leaving during non business hours.

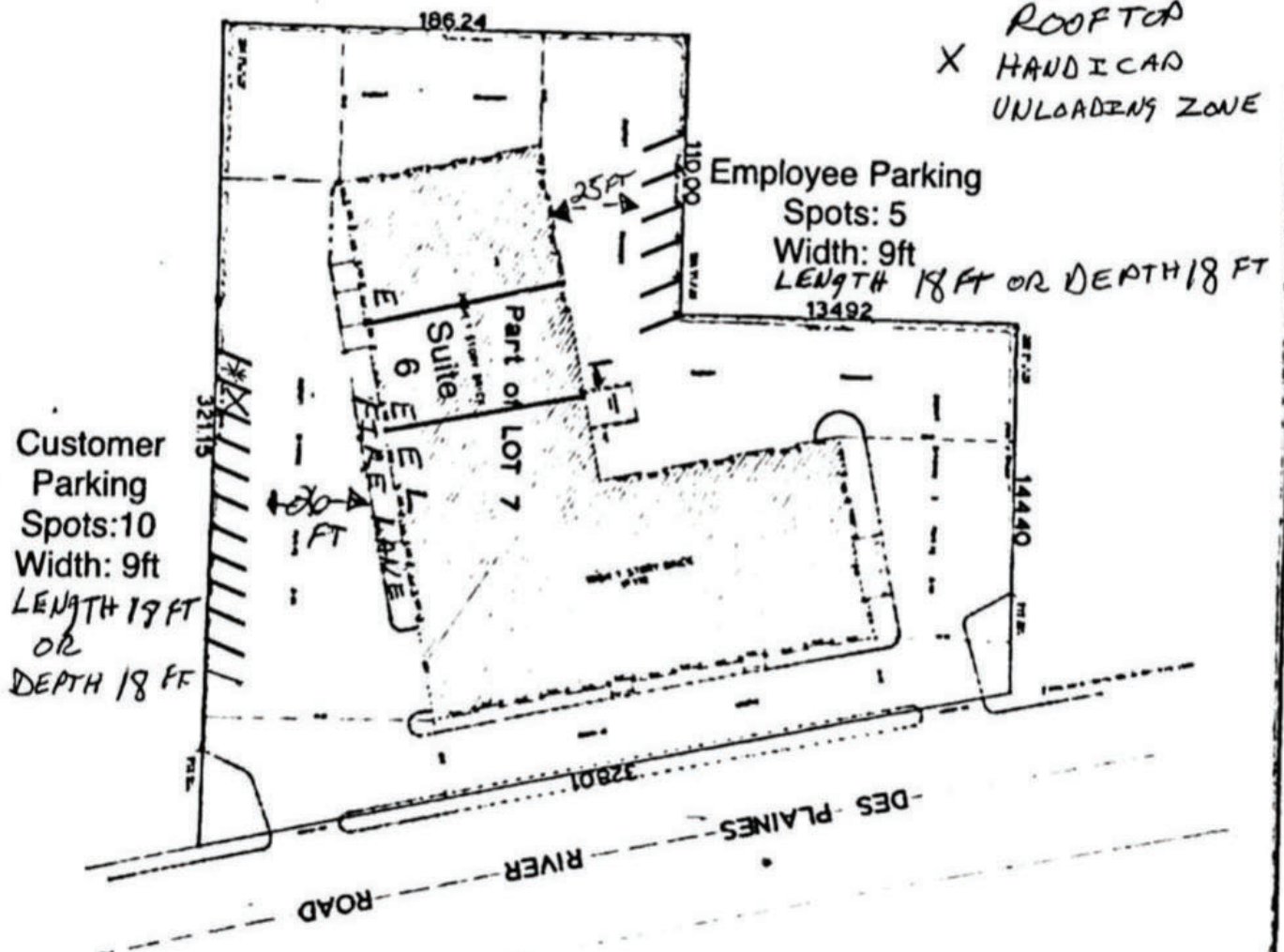
Thank you  
Jason Churak

# Site Plan

## 110 S. River Road

### LEGEND

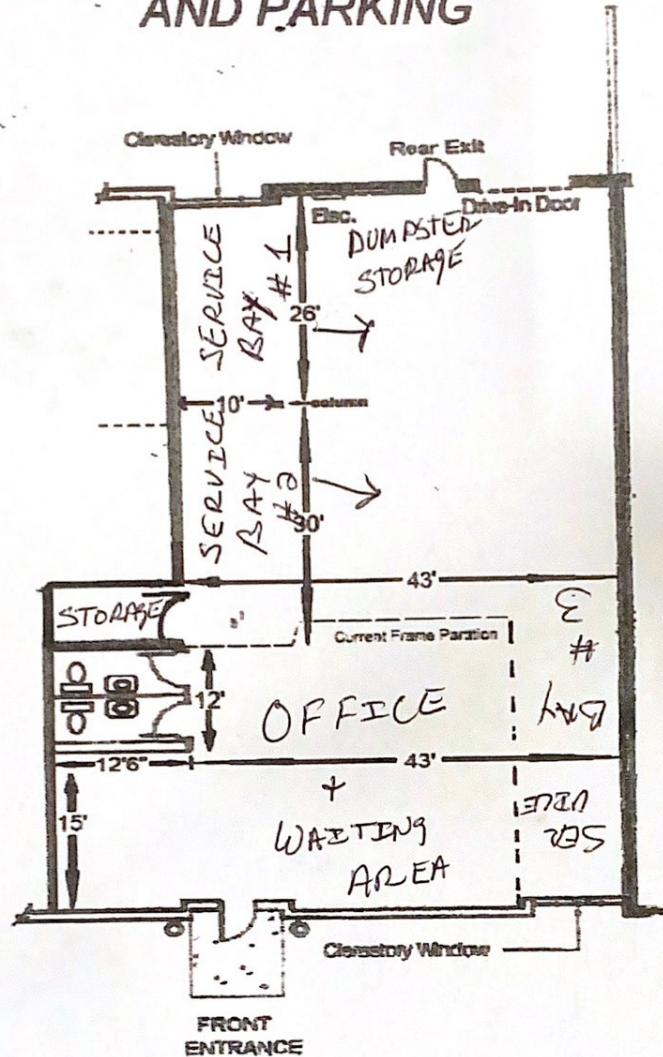
- \* HANDICAP PARKING
- E EVERGREEN BUSH
- L OUTDOOR LIGHT
- ROOFTOP
- X HANDICAP UNLOADING ZONE



# FLOOR PLAN.

3-9-21

## REAR DRIVE AND PARKING



## PARKING

★ This drawing is for informational purposes only and is not to be used for any other purpose.  
**Floor Plan**  
 NTS

110 S. River Rd.  
 Des Plaines, Illinois

**SUITE 6**  
 (APPROX. 3850 SQ. FT.)

*jc* Tenant Initials

Page 9 of 9

## EXHIBIT D

### UNCONDITIONAL AGREEMENT AND CONSENT

**TO:** The City of Des Plaines, Illinois ("**City**");

**WHEREAS**, Jason Churak ("**Petitioner**") is the lessee of the property commonly known as 110 S. River Road, Des Plaines, Illinois ("**Subject Property**"); and

**WHEREAS**, the Subject Property is located in the C-3 General Commercial District of the City ("**C-3 District**"); and

**WHEREAS**, the Subject Property is improved with a one-story multi-tenant commercial building ("**Building**"); and

**WHEREAS**, the Petitioner desires to operate an auto service repair establishment on the Subject Property; and

**WHEREAS**, pursuant to Section 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**"), the operation of an auto service repair establishment is permitted in the C-3 District only with a conditional use permit; and

**WHEREAS**, Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for a conditional use permit to allow the operation of an auto service repair establishment on the Subject Property ("**Conditional Use Permit**"), in accordance with Sections 12-7-3.F.3 and 12-7-3.K of the Zoning Ordinance; and

**WHEREAS**, the Subject Property is owned by Ararey Real Properties ("**Owner**"), which consented to the Petitioner's application; and

**WHEREAS**, Ordinance No. Z-32-21 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_, 2021 ("**Ordinance**"), grants approval of the Conditional Use Permit, subject to certain conditions; and

**WHEREAS**, the Petitioner and the Owner each desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

**NOW, THEREFORE**, the Petitioner and the Owner do hereby agree and covenant as follows:

1. Petitioner and Owner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-32-21, adopted by the City Council on \_\_\_\_\_, 2021.



2. Petitioner and Owner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner or Owner against damage or injury of any kind and at any time.
3. Petitioner and Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. Petitioner agrees to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.
5. Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

**[SIGNATURE PAGE FOLLOWS]**

ATTEST:

**JASON CHURAK**

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

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

**SUBSCRIBED** and **SWORN** to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

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

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

ATTEST:

**ARAREY REAL PROPERTIES**

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

\_\_\_\_\_

**SUBSCRIBED** and **SWORN** to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

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

**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 appropriated funds for use by the Fire Department in the Equipment Replacement Fund for the purchase a Rescue Squad Apparatus; and

**WHEREAS**, after a review of industry equipment available, City Staff determined that the Alexis 12' Response One Apparatus Body ("***Apparatus***") mounted on a Ford F-550 chassis would best fit the City's needs; 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

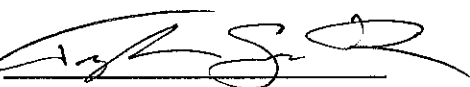
Vendor's Business Telephone: 309-482-6121

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.**



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

### **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.



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

### **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](http://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**

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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 **paint**ed 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 **sat**in 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

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

Price Level: 115

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**Client Proposal**

Prepared by:

Ed Miller

Office: 713-678-5007

Email: EMILLER@CHASTANGFORD.COM

Quote ID: DESPL21W5H

Date: 01/19/2021

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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
<b>Base Vehicle</b>		
W5H	Base Vehicle Price (W5H)	
<b>Packages</b>		
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
<b>Powertrain</b>		
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>	
<b>Wheels &amp; Tires</b>		
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 &amp; Seat Trim

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## 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
<b>Other Options</b>		
PAINT	Monotone Paint Application	STD
203WB	203" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers. Includes: - SYNC Communications &amp; 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 &amp; 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	
<b>Emissions</b>		
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
<b>Interior Colors</b>		
AS_01	Medium Earth Gray	N/C
<b>Primary Colors</b>		
PQ_01	Race Red	N/C
<b>SUBTOTAL</b>		
Destination Charge		
<b>TOTAL</b>		

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Price Level: 115 | Quote ID: DESPL21W5H

## 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 Cty: 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 &amp; 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
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*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.
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*Rear Frame*

Height loaded	29 "	Height unloaded	34 "
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**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"
<b>Engine Power</b>			
SAEJ1349 AUG2004 compliant	Yes	Output	350 HP @ 3,900 RPM
Torque	468 ft.-lb @ 3,900 RPM		
<b>Alternator</b>			
* Type	Dual	* Amps	397
<b>Battery</b>			
Amp hours	78	Cold cranking amps	750
Run down protection	Yes	* Type	Dual
<b>Engine Extras</b>			
* Block heater	Yes		
<b>Transmission</b>			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		
<b>Transmission Gear Ratios</b>			
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		
<b>Transmission Extras</b>			
Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty	* PTO provision	Yes
<b>Drive Type</b>			
4wd type	Part-time	Type	Four-wheel
<b>Drive Feature</b>			
* Limited slip differential	Mechanical	Traction control	Driveline
* Power take-off provision	Yes	Locking hub control	Auto
Transfer case shift	Electronic		
<b>Drive Axle</b>			
Ratio	4.88		
<b>Exhaust</b>			
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 &amp; 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 &amp; 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 &amp; 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
<b>Convenience</b>			
<b>AC And Heat Type</b>			
Air conditioning	Manual	Air filter	Yes
Underseat ducts	Yes		
<b>Audio System</b>			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC
<b>Audio Speakers</b>			
Speaker type	Regular	Speakers	4
<b>Audio Controls</b>			
Steering wheel controls	Yes	Voice activation	Yes
Streaming audio	Bluetooth yes		
<b>Audio Antenna</b>			
Type	Fixed		
<b>LCD Monitors</b>			
1st row	2	Primary monitor size (inches)	4.2
<b>Convenience Features</b>			
* 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
<b>Door Lock Activation</b>			
* Type	Power with 2 stage unlock	* Remote	Keyfob (all doors)
* Integrated key/remote	Yes		
<b>Door Locks Extra FOB Controls</b>			
Remote engine start	Smart device only		
<b>Instrumentation Type</b>			
Display	Analog		
<b>Instrumentation Gauges</b>			
Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		
<b>Instrumentation Warnings</b>			

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

## 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
---------------	-----	---------------	-----

### Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

### Front Side Windows

*Window 1st row activation	Power
----------------------------	-------

### 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
-------	-----------------------

### Rear Windshield

Window	Fixed
--------	-------

## Interior

### Passenger Visor

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

### Rear View Mirror

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

### Headliner

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

### Floor Trim

Coverage	Full	Covering	Vinyl/rubber
----------	------	----------	--------------

### Trim Feature

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

## Selected Equip &amp; Specs (cont'd)

Gear shifter material	Urethane	Interior accents	Chrome
<b>Lighting</b>			
Dome light type	Fade	Front reading	Yes
* Illuminated entry	Yes	Rear reading	Yes
Variable IP lighting	Yes		
<b>Overhead Console Storage</b>			
Storage	Yes	Type	Full
<b>Storage</b>			
* 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		
<b>Legroom</b>			
Front	43.9"	Rear	43.6"
<b>Headroom</b>			
Front	40.8"	Rear	40.4"
<b>Hip Room</b>			
Front	62.5"	Rear	64.7"
<b>Shoulder Room</b>			
Front	66.7"	Rear	65.9"
<b>Interior Volume</b>			
Passenger volume	131.7 cu.ft.		

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

## 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
----------	-----------------	--------	-----------

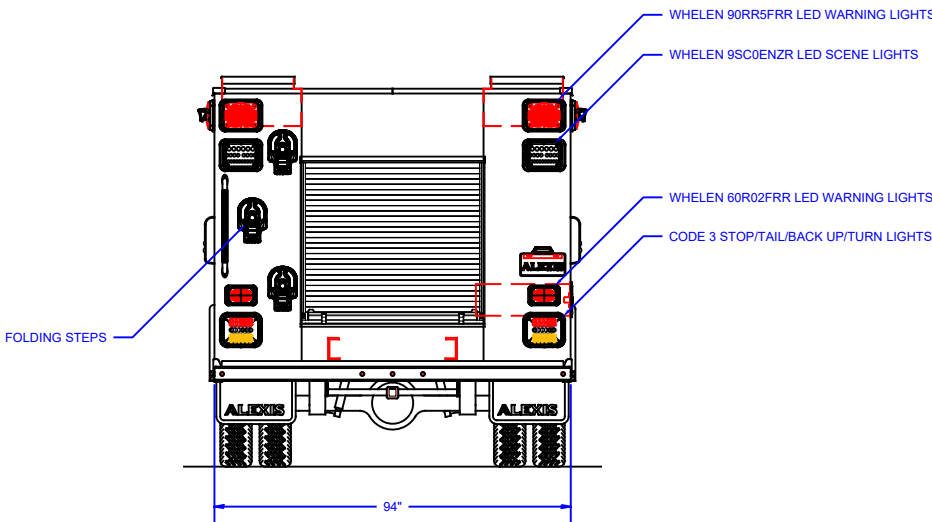
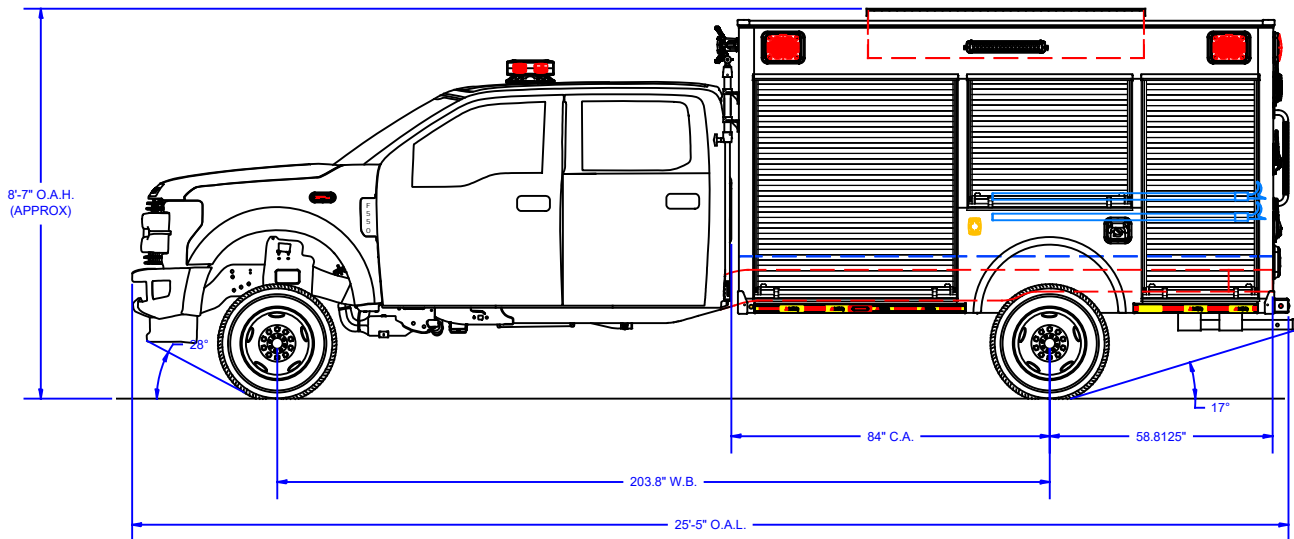
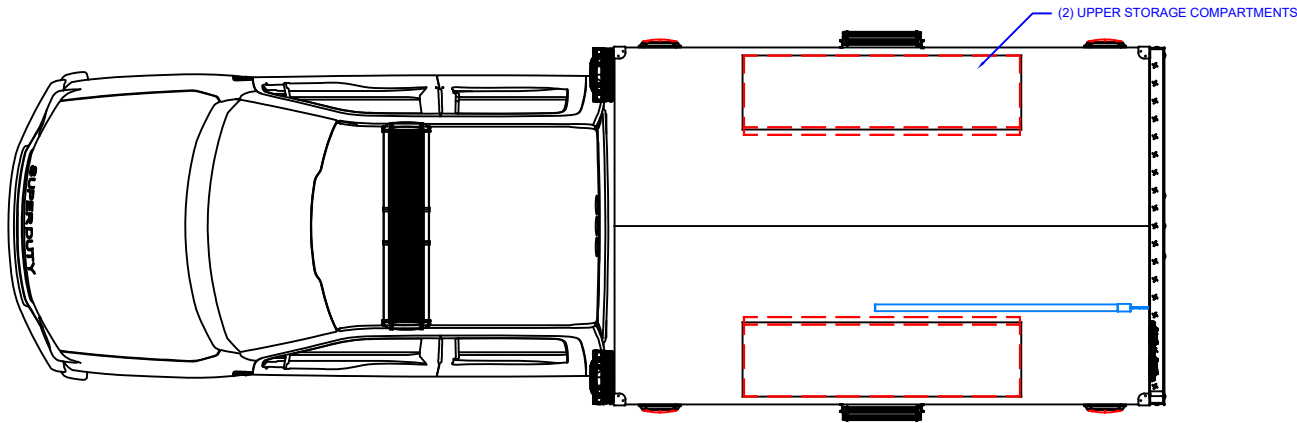
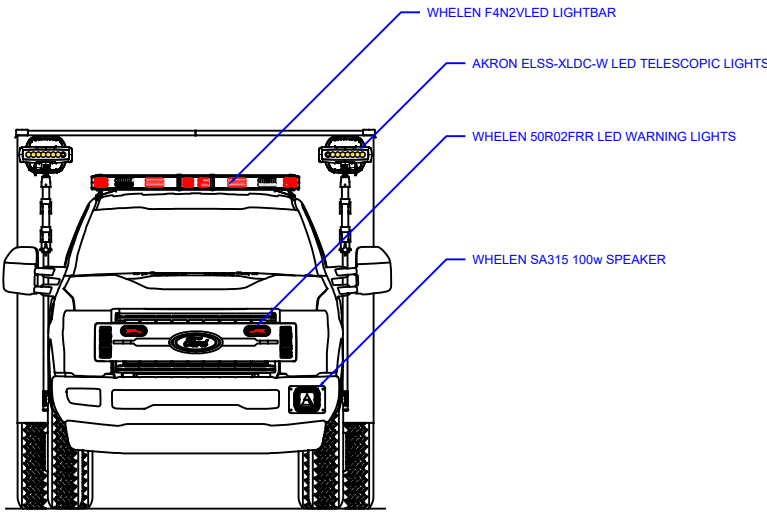
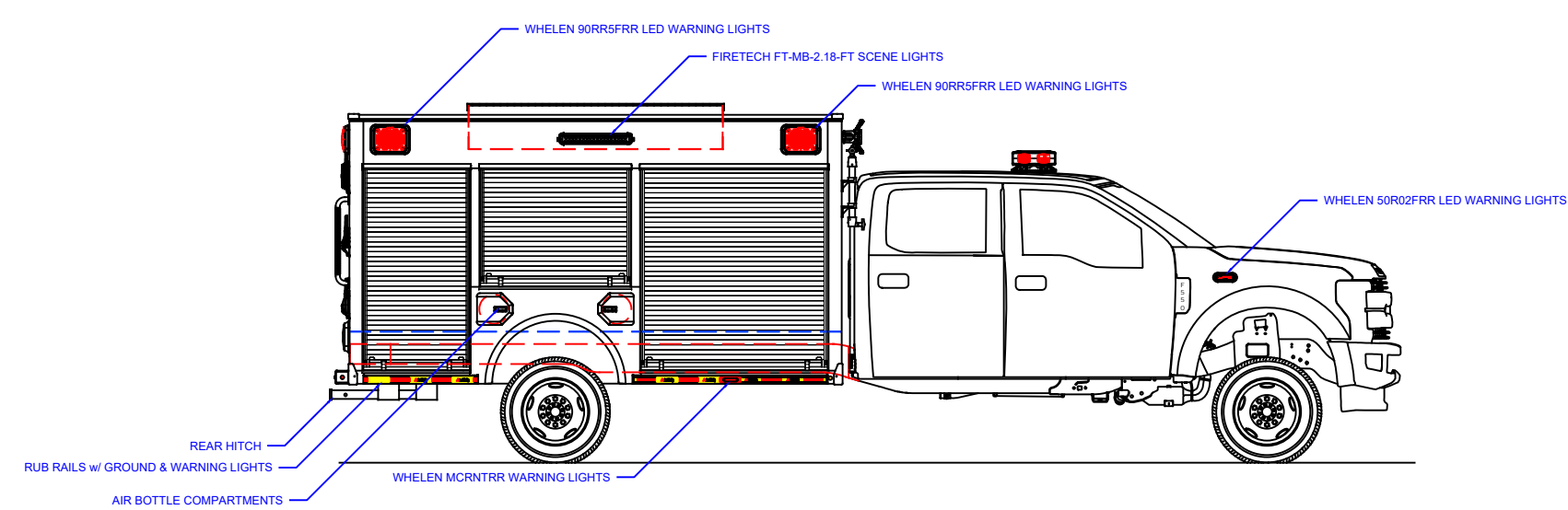
*Roadside Assistance*

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

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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.





COMPARTMENT DIMENSIONS

COMP #	DOOR OPENING SIZES
L1 & R1	51" WIDE X 53" HIGH X 21"/TRANSVERSE DEEP
L2 & R2	41" WIDE X 29" HIGH X 21" DEEP
L3 & R3	28" WIDE X 53" HIGH X 21" DEEP
REAR	46" WIDE X 39" HIGH X 80" DEEP

UNLESS OTHERWISE SPECIFIED  
DIMENSIONS ARE IN INCHES  
TOLERANCES ARE NOT CUMULATIVE

DECIMAL $\pm 0.062$	ANGULAR $\pm 0.5^\circ$
FRACTIONAL $\pm 1/16$	METRIC $\pm 1.6 \text{ mm}$

The copyright of this drawing and design  
and the right of reproduction there is vested  
in and belongs to Alexis Fire Equipment Co.

DRAWN  
J. HENNING

01/26/21

MATERIAL

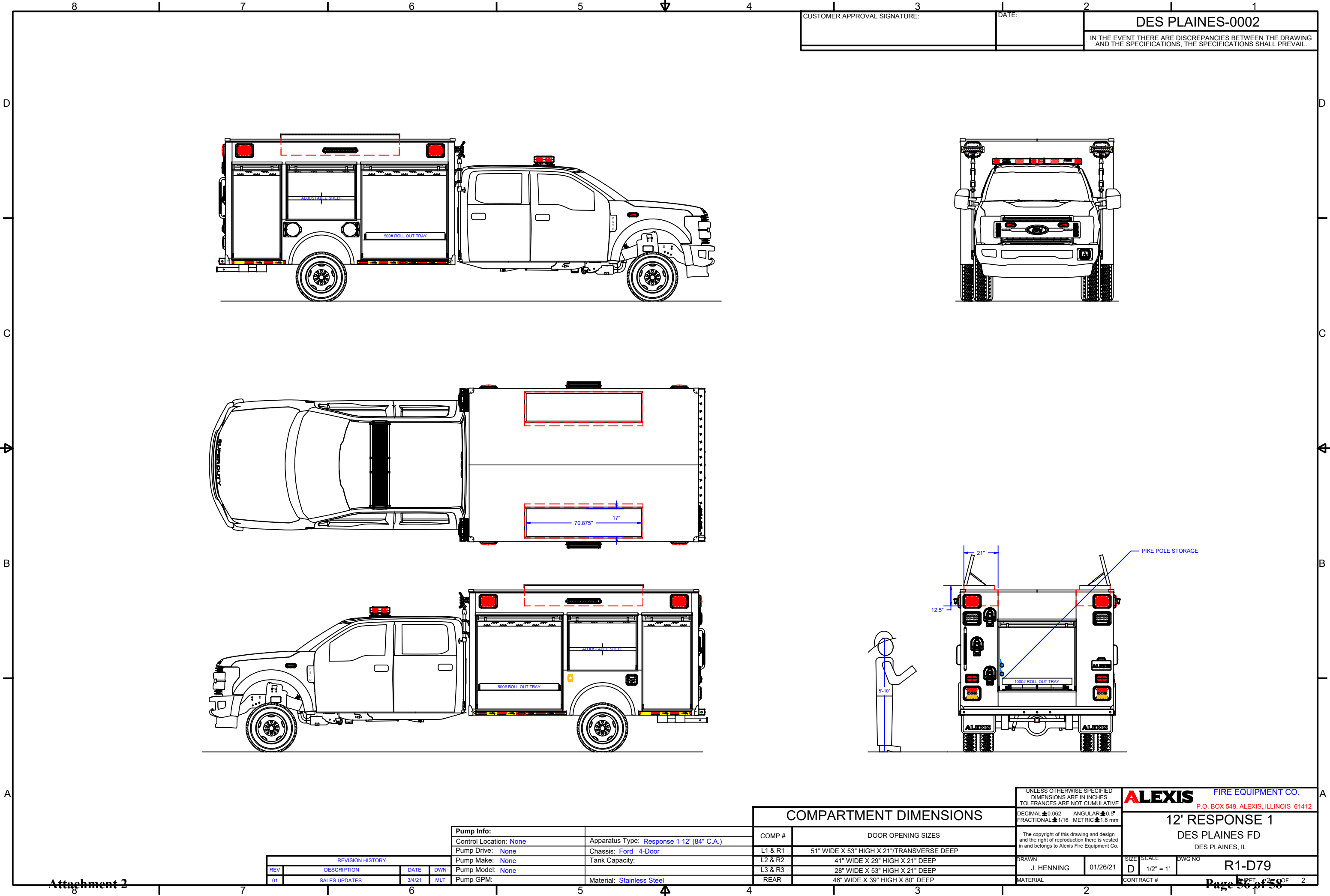
**ALEXIS**  
FIRE EQUIPMENT CO.  
P.O. BOX 549, ALEXIS, ILLINOIS 61412

12' RESPONSE 1  
DES PLAINES FD  
DES PLAINES, IL

SIZE	SCALE	DWG NO
D	1/2" = 1'	R1-D79
CONTRACT #		SHEET 1 OF 2

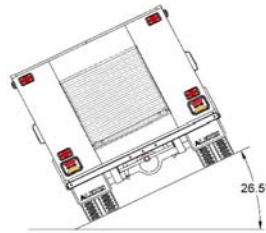
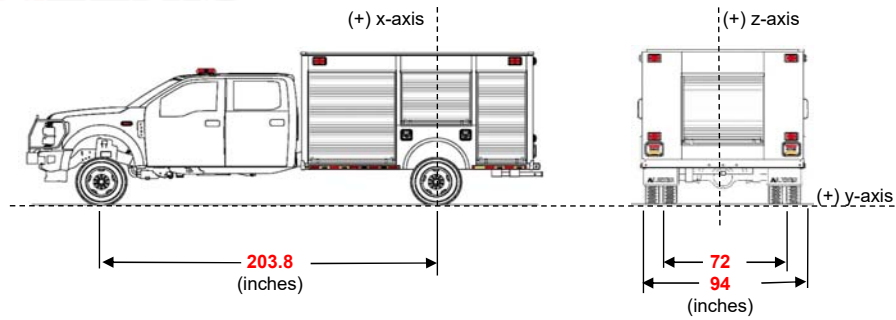
REVISION HISTORY				
REV	DESCRIPTION	DATE	DWN	
01	SALES UPDATES	3/4/21	MLT	

Pump Info:	Apparatus Type: Response 1 12' (84" C.A.)
Control Location: None	Chassis: Ford 4-Door
Pump Drive: None	Tank Capacity:
Pump Make: None	Pump Model: None
Pump Model: None	Pump Model: None
Pump GPM:	Material: Stainless Steel



3/4/2021

**ALEXIS**



Contract No:	0
Proposal Name:	Des Plaines
Calculated By:	J. Henning
Revision:	01 MLT
Type of Chassis:	Ford F-550 Crew Cab
Type of Pump:	N/A
Cab to Axle:	84
Tank Capacity:	0

Item	Weight (lbs)	Coordinates Local C.G. (in)			% Rear	Weight (lbs)			% Left	Right	Left
		z	x	y		Front	Rear				
Chassis	7686	0	118	34	42%	4438	3248	50%	3843	3843	
Poly Tank (w/water)	0	0	0	0	0%	0	0	0%	0	0	
Officer & Driver	500	0	142.5	51	30%	350	150	50%	250	250	
Men & Equip.	1000	0	103	51	49%	505	495	50%	500	500	
Body Module	2701	0	11.5	61	94%	152	2548	50%	1350	1350	
Subframe	247	0	11.5	34	94%	14	233	50%	123	123	
Add. Equip. front	1198	0	51	55	75%	300	898	50%	599	599	
Add. Equip. rear	802	0	-39.75	55	120%	-157	959	50%	401	401	
Upper Compartments	200	0	11.5	97	94%	11	189	50%	100	100	
	0	0	0	0	0%	0	0	0%	0	0	
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	0	0	0	0</							

Truck Tipping Angle: **39** degrees (Full Water Tank) **OK**  
 Maximum vertical center of gravity "z" = **57.60** **OK**  
 (Maximum "z" is 80% of the rear axle track width)





CITY MANAGER'S OFFICE

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5488  
desplaines.org

MEMORANDUM

**Date:** May 4, 2021  
**To:** Mayor Goczowski and Aldermen of the City Council  
**From:** Michael G. Bartholomew, City Manager *MB*  
**Subject:** Discussion and Consideration to Modify the Flag Policy

---

Attached is a resolution for your consideration at the May 17, 2021 City Council Meeting to modify the flag policy to include the Rainbow Pride Flag.

**Attachment:** Resolution R-91-21

**CITY OF DES PLAINES**

**RESOLUTION R - 91 - 21**

**A RESOLUTION AMENDING AND RESTATING THE  
CITY'S FLAG POLICY.**

**WHEREAS**, the City of Des Plaines ("**City**") is a home rule municipality pursuant to Article VII, Section 6 of the Constitution of the State of Illinois; and

**WHEREAS**, on September 6, 2016, the City Council adopted Resolution No. R-138-16, which established the City's official flag policy ("**Initial Flag Policy**"); and

**WHEREAS**, pursuant to the Initial Flag Policy, no flag other than the official flags of the United States, City of Des Plaines, State of Illinois, POW/MIA flag, Firefighter Memorial flag, Thin Blue Line flag, and service flags of the United States Army, Air Force, Navy, Coast Guard, and Marines may be displayed on or over City-owned, leased, or otherwise controlled buildings and property without approval by the City Council by resolution duly adopted; and

**WHEREAS**, the City Council desires to amend and restate the Initial Flag Policy in accordance with the provisions of this Resolution, the adoption of which shall supersede and replace the Initial Flag Policy;

**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: FLAG POLICY.** The City Council hereby declares the following to be the official flag policy of the City of Des Plaines ("**Flag Policy**");

*The following flags shall be the only flags authorized to be flown or otherwise displayed on or over City-owned, leased, or otherwise controlled buildings and property:*

- *The official flag of the United States;*
- *The official flag of the State of Illinois;*
- *The official flag of the City of Des Plaines;*
- *The official National League of Families POW/MIA Flag (Public Law 101-355) ;*

- *The Firefighter Memorial Flag in memory and upon the death of an active or retired member of the Des Plaines Fire Department, for a period of three days over the Fire Stations of the City.*
- *The Firefighter Memorial Flag at the direction of the Fire Chief, in memory and upon the death of firefighter or rescue personnel killed in the line of duty from other departments, for a period of three days over the Fire Stations of the City.*
- *The Firefighter Memorial Flag permanently flown at the memorial to Firefighter Robert Coombs at Fire Station #63.*
- *The Thin Blue Line Flag in memory and upon the death of an active or retired member of the Des Plaines Police Department for a period of three days over the City Hall.*
- *The Thin Blue Line Flag at the direction of the Police Chief, in memory and upon the death of law enforcement personnel killed in the line of duty from other departments, for a period of three days over the City Hall.*
- *The service flags of the United States Army, Air Force, Navy, Coast Guard, and Marines, each to be flown one after the other for one week each over the City Hall in November of each year.*
- *The Rainbow Pride Flag.*

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

ATTEST:

Approved as to form:

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

DP-Flag Policy Resolution

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

{00120410.1}

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