



**CITY OF LOCKPORT
COMMITTEE OF THE WHOLE MEETING
AGENDA**

**WEDNESDAY, SEPTEMBER 04, 2024
CITY HALL, 3RD FLOOR, BOARD ROOM**

**7:00 PM OR AT THE CONCLUSION OF THE CITY
COUNCIL MEETING**

- A. PLEDGE OF ALLEGIANCE**
- B. ROLL CALL**
- C. INTRODUCTION OR PROCLAMATION (REQUIRING NO FORMAL ACTION OR APPROVAL)**
- E. MAYOR'S REPORT**
- F. ITEMS RECOMMENDED TO BE PLACED ON THE AGENDA FOR CONSENT OR ACTION AT
THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING**

CA-1. Professional Services Agreement with Tria Architecture for Architectural Design for HVAC and Control Systems for City Hall in an Amount Not to Exceed \$251,250.00

AT-1. Amendment to Chapter 134 of the City Code to Limit the Display of Bongs and Other Pipes in Tobacco Licensed Businesses and Prohibit the Sale of Hemp Consumer CBD Products

AT-2. Amendment to Chapter 111 of the City's Liquor Code to Prohibit the Sale of Mini-Bottles of Alcohol in Class E Liquor-Licensed Establishments

CD-1. Special Use Permit for a Drive-Thru Facility Within the C2 Community Commercial Zoning District and Preliminary/Final Development Plan Review "In-One-Step"; for Lot 4 in Lockport Plaza (Scooter's Coffee Kiosk) /PZC Case# 2024-008

CD-2. Facade & Site Improvement Grant Request for 916 S. State Street, Klunk & Forzley Law Office, in the Amount of \$14,500 for Tuck-Pointing

CD-3. Facade & Site Improvement Grant Request for 1036 - 1040 S. State Street, Lockport Vacuum, in the Amount of \$40,000 (with provision for up to an additional \$10,000) for Masonry and Structural Beam Repair, Parapet Repair, Chimney Demolition, Storefront

Trim Replacement, Awning and Window Replacement

CD-4. Facade & Site Improvement Grant Request for 201 W. 6th Street, Adapt-A-Pak, in the Amount of \$18,380 for Replacement of Overhead Dock Doors and Glass Block Window

CD-5. Proposal from V3 Companies, Ltd. in the Amount of \$74,000.00 for Heritage Village Playground Design Services

PW-1. Proposal for Briggs Street Pumping Station Amendment #1 from Thomas Engineering Group in the Amount of \$397,000, for a Revised Total Contract Amount of \$836,147.30

PW-2. Proposal for I&M Canal Outfall Improvements Amendment #1 from HR Green in the Amount of \$25,350, for a Revised Total Contract Amount of \$59,365.00

PW-3. Proposal from V3 Companies, Ltd. in the Amount of \$98,000.00 for IL RT 7 Drainage Improvements

G. NEW BUSINESS - MISCELLANEOUS

H. OPEN FLOOR FOR COMMENTS

Comments will be heard on items that do not appear on the Agenda. The Public Comment portion of the Agenda shall be subject to a twenty (20) minute limitation. A time limit of five (5) minutes shall be imposed on each Speaker. The purpose of having Public Comments as an Agenda item is to allow any person to make his/her views known to the City Council upon any subject of general or public interest.

Each person wishing to speak during the Public Comment portion of the Agenda must fill out a Public Comment Speaker Card stating name, and the topic about which he/she wishes to speak as well as a Sign-In Sheet, and give to the City Clerk at the Meeting itself. The purpose of the Cards is to obtain the spelling of the name of the Speaker, and provide for efficient meeting administration. The order of speaking shall be based upon the order of Sign-In with first person signing-in speaking first and so forth. If the twenty (20) minutes has elapsed before all Speakers who have signed up are allowed to speak, the City Council may elect to continue the time period. However, if the City Council elects not to extend the time period those Speakers who signed up but did not speak may if they so choose to be placed on the next Agenda under the Public Comments Section and shall be placed at the top of the Sign-In Sheet in the same order they were in from the previous Sign-In Sheet. All Speakers shall comply with these rules which shall be posted at the Speaker Sign-in desk and rulings of the City Clerk.

I. EXECUTIVE SESSION: OPEN MEETINGS EXEMPTIONS

2(c)(1) Appointments, Employment, Compensation, Discipline, Performance or Dismissal of specific Employees.

2(c)(2): Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes or employees.

2(c)(3) Selection of a person to fill a Public Office, including a vacancy in a Public Office.

2(c)(5) Purchase of Lease of real property, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

2(c)(6) The setting of a price for Sale or Lease of property owned by the public body.

2(c)(11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that and actions is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

2(c)(21) Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06

J. ADJOURNMENT



Committee of the Whole

Agenda Memorandum

Item # CA-1

To: Mayor & City Council

From: Ben Benson, City Administrator

Subject: Professional Services Agreement with Tria Architecture for Architectural Design for HVAC and Control Systems for City Hall in an Amount Not to Exceed \$251,250.00

Date: Wednesday, September 4, 2024

BACKGROUND/HISTORY

Back in 2018 the City of Lockport had a facility assessment completed for the Police Department and City Hall. City Hall in particular had some aging challenges and the HVAC was identified to be replaced along with other facility enhancements. Since then, the City of Lockport has achieved a few upgrades to items on the assessment but embarked on a re-evaluation of what was yet to be completed. Tria Architecture along with Elara Engineering prepared the attached report with the focus on HVAC.

PROS/CONS/ALTERNATIVES

Staff, consultants and service contractors worked through the options in HVAC and are recommending an upgrade to VRF/DOAS HVAC system. The priority is being given to the HVAC because of continued leaks in both pipes and radiators in addition to performance issues. The existing system was installed in the 80's. New windows were also recommended, however the City is going to try and apply for some grants and or DCEO funding to support the windows replacement in Phase 2 at a later date.

RECOMMENDATION

Approve Resolution 24-096 Tria Architecture for Design of the HVAC and other controls systems in an amount not to exceed \$251,250.00.

ATTACHMENTS

[Resolution No. 24-096 Approving Tria for HVAC](#)

[Proposal Lockport HVAC](#)

Report Study estimate

HVAC leak pictures

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

RESOLUTION NO. 24-096

**A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH TRIA
ARCHITECTURE FOR ARCHITECTURAL DESIGN FOR HVAC AND CONTROL SYSTEMS FOR CITY
HALL IN AN AMOUNT NOT TO EXCEED \$251,250**

WHEREAS, it has been determined that the deteriorated condition of the City Hall HVAC system need to replaced; and

WHEREAS, it is in the best interest of the City for Tria Architecture to complete the architectural design for new VRF/DOAS HVAC and control systems; and

WHEREAS, the design and engineering services provided by Tria Architecture is necessary for the HVAC to be replaced; and

WHEREAS, the corporate authorities of the City Council find that Tria Architecture's professional services for architectural design for HVAC and control systems for City Hall to be in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
LOCKPORT AS FOLLOWS:**

Section 1: Approve the Professional Services Agreement with Tria Architecture for Architectural Design for HVAC and Control Systems for City Hall in an amount not to exceed \$251,250.

Section 2: Authorize the City Administration to execute said Professional Services Agreement with Tria Architecture.

Section 3: Effective Date: This Resolution shall become effective upon passage and approval as provided by law

PASSED this _____ day of _____, 2024.

____ ALDERMEN VOTING AYE _____ ALDERMEN VOTING NAY

____ ALDERMEN ABSTAINING _____ ALDERMEN ABSENT

the MAYOR voting aye _____ voting nay _____ not voting _____

____ BARTELSSEN ____ BERGBOWER ____ DESKIN ____ GILLOGLY

____ MCDONALD ____ PUGH ____ SABAN ____ KING

____ MAYOR

Steve Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk



ANNIVERSARY

August 27, 2024

VIA EMAIL

(6) Page(s) Inclusive
bbenson@lockport.org

Mr. Ben Benson, City Manager
City of Lockport
222 East Ninth Street
Lockport, Illinois 60441

Re: Lockport City Hall HVAC Upgrades
222 East Ninth Street, Lockport, Illinois 60441
Proposal for Professional Services

Dear Mr. Benson:

It was a pleasure talking with you about above referenced project. We thank you for the opportunity to work with you again. We have reviewed the project and understand the scope of services. We feel that our experience in similar projects will blend in perfectly with this project. We have described our scope of services below.

PROJECT UNDERSTANDING:

- I. TRIA Architecture (TRIA) will complete all Architectural Design services for you (OWNER), as described herein. This proposal is based on the following key components:
 - A. Replacement of all Mechanical Systems within the existing City Hall Building.
 - B. New HVAC control systems.
 - C. New fire alarm system for the existing City Hall Building.
 - D. New connections for a temporary backup generator.
- II. All additional designs or design modifications requested by the OWNER or Authorities Having Jurisdiction will be completed on a Time and Material basis above and beyond this proposal, including travel.

DESIGN PHASE SERVICES:

- I. TRIA will generally field verify all relevant existing conditions for the renovation areas only. No field verification of the remainder of the site is included in this proposal.
- II. TRIA will meet with the City's Historic Preservation Committee to address any concerns they may have due to the historic nature of the building.
- III. TRIA will design the Mechanical, Electrical, and Plumbing (M.E.P.) systems as required to accommodate the new design, including:
 - A. TRIA will design the Heating, Ventilation and Air Conditioning (HVAC) system renovations for the building including DDC controls.
 - B. TRIA will design the electrical system renovations for the building including:
 1. Connections on the exterior of the building for the use of a temporary generator (generator to be provided by Owner).

TRIA ARCHITECTURE

Illinois Office | Corporate Headquarters: 901 McClintock Drive, Suite 100, Burr Ridge, Illinois 60527

Indiana Office: 436 Sand Creek Drive N, Suite 105, Chesterton, Indiana 46304

Company Main: 630.455.4500 Fax: 630.455.4040

www.TriaArchitecture.com

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Mr. Ben Benson, City Manager
Proposal for Professional Services
Lockport City Hall HVAC Upgrades
222 East Ninth Street, Lockport, Illinois 60441
August 27, 2024
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2. An addressable fire alarm system.
3. Renovations of existing electrical system as needed for new HVAC equipment.

IV. TRIA will design the renovations to the existing Structural (S.) systems as required to accommodate the new design, including:

- A. Reinforcing of the existing structural systems if needed for the support of mechanical equipment.
- B. Structural reinforcing design services will be provided per the free schedule below.

V. TRIA will design the renovations required to complete the MEP scope listed above including:

- A. Cutting and patching of walls and ceilings.
- B. Design of duct and pipe chases as needed.
- C. Renovations to the existing roofing system as needed.
- D. A new roof access hatch and ladder.

VI. TRIA will provide permit drawings for review from the Authorities Having Jurisdiction (AHJ's). The permit drawings shall comply with zoning and building codes, rules and regulations applicable to TRIA's scope of services.

- A. The OWNER will coordinate the building permit application with the City's Building Department.
- B. The OWNER will be responsible for all required permitting fees.
- C. TRIA will provide all drawing revisions for any permit re-submissions requested by the AHJ's, within our scope of work.

1. TRIA will provide one round of permit revisions from the AHJ. Any additional permit revisions necessary will be completed on a Time and Material basis above and beyond this proposal.

BIDDING PHASE:

- I. TRIA will assist the OWNER with all bidding, soliciting contractors, Requests for Information (RFI's), pre-bid meeting, bid opening, negotiation, and evaluation of the lowest apparent bidder.
- II. TRIA will process the AIA contract for the general contractor.
 - A. AIA Owner-Contractor contracts will be forwarded to the OWNER's attorney for review during design.

CONSTRUCTION OBSERVATION PHASE:

- I. TRIA will assist the OWNER with construction observation including up to three (3) shop drawing reviews of items within our scope of services and responding to requests for information (RFI) to clarify items within our scope of services.
- II. TRIA will review, process and track any change order requests for OWNER review.
- III. TRIA will review all contractor pay requests. The OWNER will review all certified payroll and lien waivers for accuracy.
- IV. All scheduled services cease 60 days after the date of substantial completion set in the specifications.
- V. TRIA will perform Construction Observation and punch list walk-throughs.

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Proposal for Professional Services
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GENERAL ITEMS:

- I. The OWNER shall provide the following existing information to TRIA:
 - A. An electronic copy of the existing facility (also showing all utility locations, M.E.P.FP. equipment details and sizes), if available.
 - B. All building covenants, rules and regulations regarding our scope of services are to be provided to TRIA prior to the start of services.
 - C. The most current Hazardous Material reports (lead, asbestos, etc.) for the facility, if any.
- II. Items excluded from this proposal:
 - A. Furniture, Fixture and Equipment (FF&E) Design.
 - B. Environmental Assessments, Mitigation, Or Clean-Up.
 - C. Value Engineering.
- III. This proposal is based upon attendance at up to five (5) OWNER/design meetings, one (1) pre-bid meeting, one (1) bid opening, twelve (12) construction observation field visits/meetings, and two (2) punch list walk-throughs.
 - A. Because of the undetermined length and amount of additional meetings the OWNER may request, TRIA will prepare any presentation materials required and attend any other meetings requested by the OWNER, on a Time-and-Material basis above and beyond this proposal, including travel.

This proposal references and includes the AIA Document B101 (2017 edition) - Standard Form of Agreement Between Owner and Architect, Articles five, six, seven, eight (with the litigation option for section 8.2.4), nine and ten inclusive.

As discussed, our goal is not just to complete this project, but also to build a relationship with you so that we may fill any future design needs of yours. Please review this proposal and don't hesitate to contact me if you have any questions or require any additional information. **If this proposal is acceptable, please execute all of the yellow highlighted areas and send the entire proposal back to our office.** TRIA Architecture and I look forward to your direction and working with you and your associates.

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FEE SCHEDULE

BASE BID PROPOSAL:

Architectural Design services as described above **for a Lump Sum Fee of \$231,250.00.**

Design of reinforcing of existing structural systems for support of HVAC equipment as needed, **for a Time and Material Fee Not to Exceed \$20,000.00.**

2024 HOURLY RATES

(For work above and beyond our scope of services listed above):

Principal Architect	\$240.00
Associate Architect	\$200.00
Senior Project Manager	\$190.00
Project Manager	\$180.00
Senior Architect / Senior Interior Designer	\$170.00
Architect 3 / Architectural Staff 3 / Interior Designer 3	\$170.00
Architect 2 / Architectural Staff 2 / Interior Designer 2	\$160.00
Architect 1 / Architectural Staff 1 / Interior Designer 1	\$150.00
Architectural Staff	\$140.00
Graphic Designer	\$145.00
Architectural Intern / Interiors Intern	\$130.00
Administrative Assistant	\$120.00

Approved by (Sign / Print): 

Title:  Date: 

Sincerely,



TRIA ARCHITECTURE, INC.

Ronald E McGrath, AIA, LEED AP
Principal Architect

REM/rm

Attachments: Items from Facility Assessment included in proposal, (1) page

File Name: MRK.PRP.082724.Lockport.HVAC.docx

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222 East Ninth Street, Lockport, Illinois 60441
August 27, 2024
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TERMS AND CONDITIONS

- I. If TRIA is requested to perform any onsite visits during construction, the Contractor will obtain General Liability Insurance during construction and name TRIA as additional insured.
- II. The OWNER will be responsible for all material, printing and distribution costs of progress printings, presentations, office drawings and bid documents. These will be provided through TRIA as a reimbursable expense.
- III. TRIA shall not be liable or responsible for the quality of materials, equipment and fixtures used, nor the quality of workmanship on the project.
- IV. The OWNER will provide proportional monthly progress payments throughout the project and final payment upon completion of TRIA's services for that phase.
- V. If any payment is not paid by the OWNER when due, the unpaid balance shall accrue interest at one and one-half percent (1.5%), or the maximum legal rate, per month until paid.
- VI. TRIA reserves the right to cease all services until prompt payment of all outstanding invoices. In the event any portion of an account remains unpaid 120 days after the billing, TRIA may institute collection action and the OWNER shall pay all costs of collection, including reasonable attorney fees.
- VII. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the OWNER, and payment is due regardless of suspension or termination of this agreement by either party. Time allotted for permit revisions are deemed inconsequential to the whole project, therefore no portion of the fee will be credited if the project does not go through the permit process.
- VIII. This proposal is valid for a period of 45 days. After that period, TRIA will provide a revised proposal for any services.
- IX. If the services covered by this proposal have not been completed within 12 months of the date hereof through no fault of TRIA, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.
- X. All designs are the property of TRIA and are not to be used for any project without the expressed written consent of TRIA. The OWNER will allow TRIA full access to the site and project to be photographed for use in marketing material. The OWNER will provide a copy of the final approved permit set to TRIA
- XI. To the fullest extent permitted by law, and notwithstanding any other provisions of this agreement, the total liability, in the aggregate, of TRIA and TRIA's officers, directors, partners, employees, agents, and subconsultants, and any of them, to the OWNER and anyone claiming by, through or under the OWNER, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or Agreement from any cause or causes, including, but not limited to the negligence, professional errors and omissions, strict liability, breach of contract or warranty, expressed or implied, of TRIA and TRIA's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the amount of TRIA's insurance proceeds available at the time of the claim.
- XII. TRIA and the OWNER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with AIA B101 (2017 edition) - Article 9.
- XIII. Hourly rates are subject to change at the beginning of every calendar year.
- XIV. TRIA reserves the right to renegotiate the fee should changes in the scope of services occur.
- XV. All reimbursables will be forwarded with a 1.1 multiplier factor.
- XVI. All additional services will proceed only on a verbal or written "as directed" basis from the OWNER.
- XVII. TRIA will not be held responsible for identifying and/or investigating any existing hazardous conditions or materials on site.

(Initial) The Terms and Conditions have each been individually read and agreed upon.

TRIA ARCHITECTURE

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INIT.



August 27, 2024

VIA E-MAIL
(15) Page(s) Inclusive
bbenson@lockport.org

Mr. Ben Benson, City Manager
City of Lockport
222 East Ninth Street
Lockport, Illinois 60441

Re: City of Lockport
 City Hall Facility Assessment Update
 Architect's Project Number: 24-031
 Executive Summary

Dear Mr. Benson:

The City of Lockport retained the services of Tria Architecture, Inc. to update a previously completed City Hall Facility Assessment. The previous assessment was completed in 2018 by BKV Group. Tria met with the City to review the items from the previous assessment to identify items that had been completed and discuss items that are to remain. The scope of services did not include a site survey to identify any items not already identified on the previous assessment.

The HVAC portion of the assessment was a primary focus of the discussion. Due to the age, inefficiency and condition of the existing HVAC systems, Tria recommends replacing the system as a whole rather than repair or replace portions of it. Elara Engineering has prepared a detailed report (attached) on the HVAC system and has provided for one system for the majority of the building with a separate system to serve the Gymnasium. Combined with a new Building Automation System (BAS), all the options would provide improved temperature control throughout the building.

The age and condition of the windows on the building was also discussed when we met with the City. Replacement of all the windows in the building has been included in the updated assessment in two phases. Phase one consists of the third floor and Gymnasium windows. Phase two would replace the remaining windows in the building.

Both the HVAC and window replacements will need to be sensitive to the Historic Designation of the City Hall Building and the surrounding Historic District. This will likely define what HVAC options are feasible as well as the style and appearance of the replacement windows. It is Tria's intent to preserve or restore the historic character of the building at every step.

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Mr. Ben Benson, City Manager
City of Lockport
City Hall Facility Assessment Update
Project Number: 24-031
Executive Summary
August 27, 2024
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While on site, the City requested Tria to investigate the cause of a leak in the east stairwell roof. There are two likely causes that are readily visible.



- The mortar joints at the masonry corner between the limestone portion of the building and the brick portion have failed and contain significant gaps. The remaining mortar at this joint should be cut out and a continuous backer rod and sealant installed to allow for differential movement between the two materials and keep the joint weather tight.

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City of Lockport
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Project Number: 24-031
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- The limestone coping above the roof is old and pitted which is a sign that it is likely absorbing water. It is impossible to assess the extent or condition of flashing below the cap. The similar cap on the west side of the roof was covered with the roof membrane when the roof was last replaced. Tria recommends covering the stone coping with either a metal or membrane cap to prevent water absorption.

The remaining items in the updated assessment were carried over from the previous assessment and the costs were updated to reflect 2024 construction costs.

If there are any questions on the update to the City Hall Facility Assessment, please do not hesitate to contact me.

Sincerely,

TRIA ARCHITECTURE, INC.

Ronald E McGrath, AIA, LEED AP
Principal Architect, Director of Governmental Design

REM/JP

Attachments: City Hall Facility Assessment Update Matrix, Dated August 27, 2024, (2) Page(s)
Report from Elara Engineering, Dated August 23, 2024, (10) Page(s)

File Name: 24031LTR-FA.docx

TRIA ARCHITECTURE

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City of Lockport - City Hall Facility Assessment Update



Item ID	Location	Description	Priority Code to Resolve: (Urgent, Short Term, Medium Term, Long Term))	Completion Target Dates	2024 Estimated cost (Total)	Notes

Exterior Walls

1	Brick portion of the building	Clean and tuckpoint brick building and seal mortar joints at window sills	MT		\$181,000.00	
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Door and Windows

2	Basement Mechanical Room	Replace hollow metal doors and frames	ST		\$10,000.00	
3	Exterior	Replace sealant around windows and doors as needed	ST		\$45,000.00	
4	Exterior	Replace windows at third floor and Gym	LT		\$663,500.00	
5	Exterior	Replace windows at rest of building	LT		\$670,000.00	
6	Exterior	Remove existing louver on brick portion of building and infill opening	LT		\$4,500.00	

Roof

7	Above East Stair	Install backer rod and sealant at wall intersection and install coping cover over stone coping	U		\$7,500.00	
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Plumbing

8	Entire Building	Replace all galvanized water piping	MT		\$100,000.00	Refer to attached report from Elara Engineering for more information and system options
9	Second and third floor restrooms	Add floor drains	LT		\$5,000.00	Refer to attached report from Elara Engineering for more information and system options
10	Entire Building	Replace all plumbing fixtures	MT		\$45,000.00	Refer to attached report from Elara Engineering for more information and system options

HVAC

11	Entire Building except Gym	Provide new forced air HVAC system	ST		\$1,680,000.00	Refer to attached report from Elara Engineering for more information and system options
12	Gymnasium	Provide new forced air HVAC system	ST		\$195,000.00	Refer to attached report from Elara Engineering for more information and system options
13	Entire Building	Provide Building Automation System	ST		\$180,000.00	Refer to attached report from Elara Engineering for more information and system options

Item ID	Location	Description	Priority Code to Resolve: (Urgent, Short Term, Medium Term, Long Term))	Completion Target Dates
14	IT Closet	Provide dedicated cooling system	ST	
15	Restrooms	Provide a new exhaust fan	ST	
16	Entire Building	Interior Renovations Necessary for HVAC Replacement	ST	

Electrical

17	Entire Building	Install full fire alarm system	MT	
18	Electrical	Electrical work required for HVAC work	ST	
19	Electrical	Provide new electrical panels	MT	
20	Electrical	Add 300kW backup generator	LT	

Site Accessibility

21	Site	Add handrail at sidewalk between west entry and south entry	LT	
22	Site	Add handrails between south entry and fountain	LT	

Building Accessibility

23	Council Room	Reconfigure council dais	MT	
24	Third Floor Restrooms	Remodel third floor restrooms to be accessible	LT	

2024 Estimated cost (Total)	Notes
\$0.00	Included in above
\$9,000.00	Refer to attached report from Elara Engineering for more information and system options
\$250,000.00	This is a placeholder since scope is unknown at this time



City of Lockport, Illinois – City Hall Facility Assessment

Published:

August 23, 2024

Facility Location:

Lockport, IL 60441

Elara Job #

24193

Jim Gibson, PE

Elara Team

Chris Carter

Bob St. Mary

24193 – City of Lockport – City Hall Facility Assessment

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I. INTRODUCTION

Elara Engineering was enlisted to provide a mechanical, electrical, and plumbing (MEP) facility assessment for the City Hall Building in Lockport, Illinois, located at 222 E. 9th Street. A site visit was performed on Tuesday May 28, 2024, at 10:30am. This report will provide an overview of the existing conditions of the building and MEP systems and provide order of magnitude cost estimates to upgrade the existing building mechanical electrical, and plumbing systems.

II. BUILDING DESCRIPTION



The original three-story City Hall Building was built in 1899 and served as a school to the community. In the 1950s, a three-story addition was built that contained additional classrooms, gymnasium, and stage. Today, the building consists of three stories above grade with a basement, first floor, second floor, and third floor. The basement has a total area of ~1,150 square feet, the first floor is ~10,930 square feet, the second floor is ~7,030 square feet, and the third floor is ~10,930 sf. while the third floor has an area of 3,200 square feet. The total building square footage is 30,040 square feet. Of that, the gymnasium is 3,040 square feet.

The City Hall Building is listed on the National Historic Register.



III. EXISTING CONDITIONS

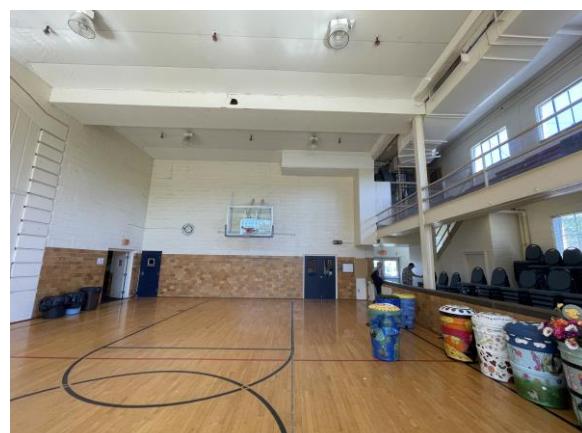
MECHANICAL

The existing City Hall building utilizes a 2-pipe hot/chilled water system, comprising of three indoor air handlers, multiple fan coil units, fin tube radiation, and hydronic heating units. Hot water is supplied by a single boiler located in the basement, while chilled water is provided by a single air-cooled chiller situated on the lower roof of the mechanical room.

The building's heating is primarily supplied by a single boiler, a Weil McLane model LGB-15 with an input rating of 1820 MBH. This boiler, installed in 1981, is in fair condition but has exceeded its useful life. Originally 80% efficient, the boiler's efficiency has likely diminished over time. Modern condensing boilers can achieve efficiencies up to 96%.

Cooling is provided by a single air-cooled chiller serving the three indoor air handlers and all fan coil units. The chiller is a Trane model RTAA100, rated at 100 nominal tons, and appears to be in fair condition, though the installation date is unknown. During Elara's site visit, the chiller's leaving water temperature was 45 degrees, indicating proper operation. The chiller uses R22 refrigerant, which has been phased out. The condenser coils were observed to be dirty, potentially restricting airflow and reducing efficiency. Cleaning the coils is recommended to enhance performance. The existing 2-pipe distribution system is in very poor condition and has recently been experiencing several leaks, as seen in the photograph at the bottom right of this page. Given the age of the distribution system, if a new chiller or boiler is installed, it is recommended to upgrade to a new 4-pipe distribution system across the entire building.

There are three indoor air handlers that serve the building. The first air handler (AH-1) is located on a mezzanine in the gymnasium. It is a Trane model with an estimated constant volume of 8,000 CFM and a single dual-temperature coil. The unit is in poor condition and was not operational during Elara's site visit. The installation date is unknown.



The second air handler (AH-2) is located in the attic and serves most offices. It is a Trane model with an estimated constant volume of 6,800 CFM and a single dual-temperature coil. The unit is in poor condition, and the installation date is unknown.

The third air handler (AH-3) is situated above the third-floor restrooms and serves the Board Room and adjacent corridor. It is a Trane model with an estimated constant volume of 5,000 CFM and a single dual-temperature coil. The unit is in poor condition, and the installation date is unknown.

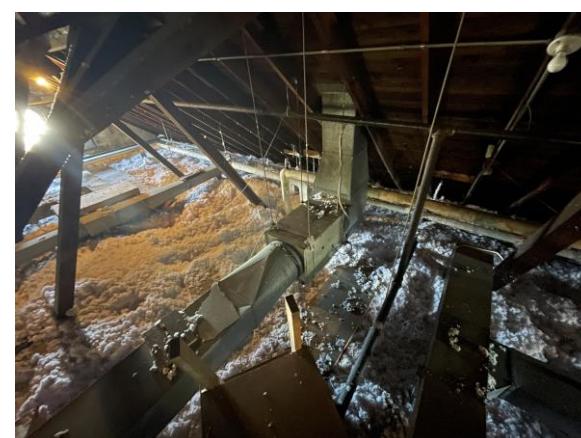
Floor mounted fan coil units are located throughout the building and serve individual offices. They have single 2-pipe coils and unit-mounted dial controls in which users manually adjust the temperature. Generally, the fan coil units were observed between fair and poor condition. The fan coil units are independent of any of the air handling units.

The building does not have a DDC building automation control system. All HVAC equipment in the building is stand alone, and most is required to be controlled manually. Due to the 2-pipe configuration, the building cannot be heated and cooled simultaneously. Instead, building staff must manually switch between heating and cooling modes. There is a pneumatic control system still in limited use, with an operational air compressor observed during Elara's site visit. Pneumatic controls are outdated and do not support energy conservation or enhanced maintenance features such as time-of-day scheduling, remote access, or alarm monitoring.

The historic part of the building is ventilated by an inline exhaust fan (TE-1) in the attic, which handles restroom exhaust for all three levels. This fan was not operational during Elara's site visit.

The third-floor Conference Room has a split system installed to provide supplemental cooling to the air handling unit.

The IT data closet does not have a dedicated split system and was noticeably warm during Elara's site visit. It is recommended to provide an independent split cooling system to protect the data equipment housed in this space.



ELECTRICAL

The building is powered from three single phase transformers, pole-mounted and banked (225KVA). The main service entrance equipment is 1200A 208/120V located in the basement mechanical room. The service entrance equipment is in fair condition. All power wiring appears to be run in conduit.

Three 100A, 208/120V distribution panels are in the building and located one on each floor. The panels feed all lighting and receptacle loads. The panels are in fair condition but seem to be overloaded due to maximized loads and no spares. It is recommended that additional panels are provided on each level to recircuit as necessary. Not all panels are properly labeled.

Large mechanical equipment, such as the chiller, is fed directly from the service entrance equipment. This ensures a reliable power supply and efficient operation by handling the substantial electrical load with dedicated circuits and breakers. Not all panels are properly labeled.

The building does not have a generator, which means it lacks a backup power source in case of an outage. This absence of a generator can lead to significant disruptions during power failures, affecting critical systems like lighting, HVAC, and security. Installing a generator would enhance the building's resilience by providing emergency power to essential services, ensuring continuous operation and safety during unexpected power interruptions.

The building features a mix of LED, fluorescent, and other types of lighting fixtures. It is recommended to replace all non-LED fixtures with LED types. The maintenance staff has already begun this transition.

Lighting control is mainly manual switches. It is recommended to install occupancy sensors, daylight harvesting devices, dimmers, and other lighting control strategies in public and office areas.

There appeared to be sufficient exit signs and emergency lighting throughout the building.

No Fire alarm is installed in the building. We recommend installing a full fire alarm system with adequate horns, strobes, pull stations, smoke detectors, etc. to improve safety for building occupants.



PLUMBING AND FIRE PROTECTION

The main incoming domestic water service to the building is located in the basement mechanical room, where the domestic piping appears to be primarily copper. However, the majority of the domestic water distribution piping in the remainder of the building is galvanized material. There have been recent failures of the galvanized piping throughout the building, and sections of pipe are being replaced as necessary. Most of the galvanized piping in the building is in poor condition.

The building is served by a single domestic hot water heater, a Bradford White model LG275H, located in the basement. It is a 75-gallon tank type with a 76 MBH gas input and was manufactured in 2020.

A single hot water recirculation pump is present, but various sinks and lavatories throughout the building are slow to receive hot water, potentially indicating issues with the hot water recirculation system. The recirculation pump was replaced around 2015.

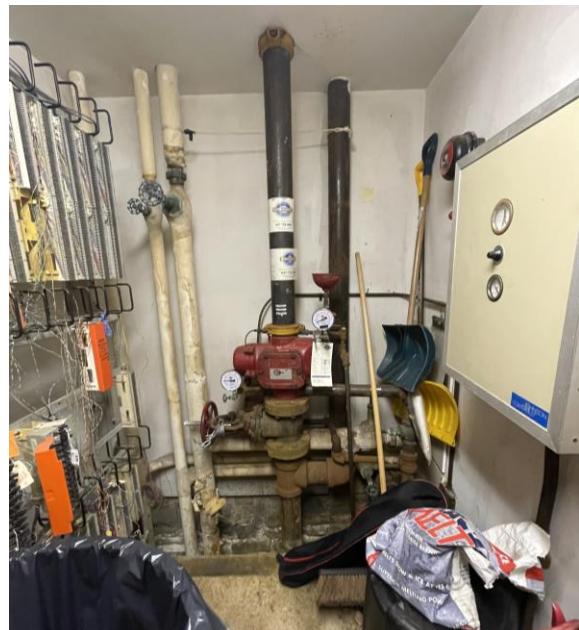
Plumbing fixtures and trim appear in fair condition throughout the building. There is an even mix of manual and sensor faucets on the existing toilets and sinks. Restroom lavatories have had thermostatic mixing valves installed since 2015.

There are no floor drains in the upper-level restrooms in the center of the building. It is recommended that floor drains are added to add protection and in the event of a fixture overflow.

Storm drainage from the pitched portion of the roof is via perimeter gutters with downspouts. The flat roof has roof drains and scuppers that have vertical downspouts and discharge on grade.

All drain and vent piping observed is threaded galvanized or cast iron.

The building is fully sprinklered with a wet system, featuring automatic sprinkler heads installed throughout all areas for comprehensive fire protection. However, there is exposed fire protection piping in the unconditioned attic space, which poses a risk of freezing. To mitigate this, it is recommended to add heating to the attic to prevent the pipes from freezing and ensure the system's reliability.



IV. SUMMARY

Mechanical (HVAC)

The existing HVAC systems at City Hall are outdated, inefficient, and generally in poor condition. It is recommended that City Hall pursue a complete replacement of the HVAC systems to enhance ventilation, improve indoor air quality, optimize temperature control, and increase overall efficiency and ease of maintenance. Given that City Hall is a historical landmark, all modifications must comply with relevant codes.

Primary System: VRF / DOAS (Variable Refrigerant Flow / Dedicated Outdoor Air System)

Basis of design provided below:

1. New Outdoor DOAS unit(s) installed on the flat roof that would provide code required outdoor ventilation air to the building via new or re-used ductwork.
2. New VRF system, including air-cooled heat pumps on roof and an indoor terminal unit in each temperature zone.
3. Advantages
 - a. Improved indoor air quality with 100% outside air, reducing contaminants and maintaining proper ventilation rates.
 - b. Enhanced comfort with simultaneous heating and cooling year-round and flexible zoning for individual office temperature control.
 - c. Highly efficient heat pumps that reduce energy consumption and the building's carbon footprint.
 - d. Provide cooling to existing data IT closet currently lacking conditioning.
4. Exclusions
 - a. This option does not include the gymnasium, as VRF would not be an suitable system type for a gym. Gymnasium is considered separately below.
 - b. This option does not include new exhaust fans. Exhaust fans are considered separately below.
 - c. This option does not include temperature controls. Temperature controls are considered separately below.

Estimated Cost: 25,850 SF x (\$60-\$65 / SF) = \$1,550,000 – \$1,680,000

Gymnasium: Outdoor Rooftop Unit

1. Remove the existing indoor air handler and install a new gas-fired, packaged rooftop unit on the low roof above the mechanical room. New ductwork is recommended.

Estimated Cost: \$160,000 – \$195,000

New Building Automation System

1. Install a new open protocol, web-based, and BACnet DDC system to control all HVAC systems at City Hall. The new BAS should be expandable for future additions or to control other functions such as lighting.

Estimated Cost: 30,040 SF x (\$5.00-\$6.00 / SF) = \$150,000 – \$180,000

New Toilet Exhaust Fan

1. Replace the toilet exhaust fan with new.

Estimated Cost: \$7,000 – \$9,000

Plumbing

The existing plumbing system is in poor condition and requires replacement of the existing galvanized domestic water piping to prevent additional leaks. However, the domestic hot water plant, including the pump, has been replaced within the last 10 years and does not require any modifications at this time.

1. Replace all existing galvanized domestic water piping with new: \$80,000-\$100,000.
 - a. Note this estimated cost is not inclusive of general trades (IE wall / ceiling removal) or any necessary ACM abatement.
2. Add floor drains in third floor restrooms and second floor unisex restroom: \$3000-\$5000.
3. Replace all plumbing fixtures with new: \$35,000-\$45,000
 - a. Estimate includes fixture replacement of:
 - i. Service Sink (qty. 1)
 - ii. Toilets (qty. 13)
 - iii. Urinals (qty. 4)
 - iv. Lavatory Sinks (qty. 16)
 - v. Sinks (qty. 3)
 - vi. Drinking Fountains / Electric Water Coolers (qty. 5)
4. No waste, storm, or vent replacement included at this time.

Electrical

1. Power Systems
 - a. The existing power system is in fair condition.
 - i. Provide three new electrical panels and re-circuit as necessary: \$20,000
 - ii. Add 300kW backup generator an ATS: \$250,000
 - b. Power required for new HVAC replacement scope: \$430,000 - \$460,000
2. Lighting System
 - a. The existing lighting throughout the building is currently undergoing replacement to LED type bulbs by the owner.
3. Fire Alarm Systems
 - a. Install a full fire alarm system with adequate horns, strobes, pull stations, smoke detectors, etc.

Estimated Cost: 30,040 SF x (\$4-\$6 / SF) = \$120,000 – \$180,000

Recommended Budgets

1. Base Bid Recommended Budget Total: \$2,417,000 - \$2,704,000
 - a. New VRF/DOAS mechanical system: \$1,550,000 – \$1,680,000
 - b. New Gym RTU mechanical system: \$160,000 – \$195,000
 - c. New building automation system: \$150,000 – \$180,000
 - d. New toilet exhaust system: \$7,000 – \$9,000
 - e. New electrical distribution for HVAC, including new panels: \$430,000 - \$460,000
 - f. New Fire Alarm system: \$120,000 – \$180,000
2. Alternate Recommended Budgets:
 - a. Replace all galvanized domestic water piping with new: ADD \$80,000 - \$100,000
 - b. Replace all plumbing fixtures with new: ADD \$35,000 – \$45,000
 - c. Add floor drains in third floor restrooms: ADD \$3000 - \$5000
 - d. Add permanent generator: ADD \$250,000

Notes:

- The estimated costs above are based on current average costs. Escalation should be applied in future years.
- Soft costs including design fees are not considered in the budget pricing identified above.
- The budgets provided do not include architectural modifications associated with the installation of MEP.
- The estimated costs provided do not cover any electrical service upgrades, as none are seen as necessary at this time.







Committee of the Whole

Agenda Memorandum

Item # AT-1

To: Mayor & City Council

From: Sonni Williams, City Attorney

Subject: **Amendment to Chapter 134 of the City Code to Limit the Display of Bongs and Other Pipes in Tobacco Licensed Businesses and Prohibit the Sale of Hemp Consumer CBD Products**

Date: Wednesday, September 4, 2024

BACKGROUND/HISTORY

At the Committee of the Whole meeting on August 21st, the Mayor and City Council directed the City Attorney to draft an ordinance that would limit the display of bongs, pipes, and other instruments used to smoke recreational cannabis at tobacco shops in the city. Although the City has exempted itself from the retail cannabis businesses through the passage of Ordinance No. 19-041 (Chapter 121 of the City Code) prohibiting cannabis dispensaries and other recreational cannabis businesses, the sale of bongs, pipes, and other instruments used to smoke recreational cannabis are sold and are often sold at convenient stores that sell tobacco products. The mixture of the display of the bonds and pipes, especially prominently displayed and advertised in the storefront window of a business that children often patronize, is not desirous for the city as a whole.

In addition, the sale of unregulated Hemp consumer CBD products that contain THC poses safety and health risks need to be addressed without having to wait for the State to act. Hemp-derived consumer products have concentrated amounts of delta-8 THC and have not been evaluated or approved by the FDA for safe use in any context, but are sold at stores with no regulations and testing. These products are marketed as safe and legal, but put the public health at risk, especially if ingested by children and pets.

Attached Ordinance No. 24-24 amends Chapter 134 of the City's Code to add the limitation on where bongs, pipes, and other instruments used to smoke cannabis can be displayed and prohibits the sale of Hemp Consumer CBD Products.

The changes to the definition of a tobacco shop as defined in the City's Zoning Code, Chapter 156 of the City Code requires a public hearing before the City's Plan and Zoning Commission

and the publication of such hearing prior to the City Council taking action on the text amendment to the Zoning Code. Therefore, that ordinance with the changes to the Zoning Code will come before the City Council after the City's PZC holds a hearing and makes a recommendation.

The following definition is what is currently in the City's Zoning Code:

"TOBACCO SHOP (including ALTERNATIVE NICOTINE SHOP and VAPOR SHOP). A retail establishment primarily engaged in the selling of prepackaged smoking and tobacco products, alternative nicotine products and/or vapor products, as defined in § 134.52 of the Municipal Code, and as amended from time to time, and components reasonably assumed to be used for smoking and/or the inhalation or injection of any products or other substances. For the purposes of this definition only, PRIMARILY ENGAGED means when more than 80% of an establishment's gross revenue comes from the sale of pre-packaged smoking and tobacco products, alternative nicotine products, vapor products, related products and accessories, and in which the sale of other products is merely incidental. This definition does not include a section or department of a larger commercial establishment or any establishment with any type of liquor, food or restaurant license."

The proposed text change to the City's Zoning Code will amend the tobacco shop to be an establishment with more than 20% of its gross sale from the sale of tobacco products and the presumption will be that all businesses that sell tobacco products fall under this definition unless the business provides documents and/or affidavit indicating that the sale of tobacco products falls below 20%. Such proof would have to be provided as part of the business's renewal or new application for a tobacco license as prescribed in Chapter 134 of the City's Code.

PROS/CONS/ALTERNATIVES

Provides the limitation on the display of bongs and other pipes used smoke or ingest cannabis and tobacco products, behind the sales counter and away from the front windows and prohibits the sale of hemp consumer CBD products that are unregulated and not FDA-approved for safe use for ingestion.

RECOMMENDATION

Approve Ordinance No. 24-024 Amending Chapter 134 of the City Code to Limit the Display of Bongs and Other Pipes in Tobacco Licensed Businesses and Prohibit the Sale of Hemp Consumer CBD Products.

ATTACHMENTS

[Ordinance No. 24-024 Amending Chap 134 regulating display of bongs at tobacco stores and prohibiting sale of hemp consumer CBD products](#)

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

ORDINANCE NO. 24-024

**AN ORDINANCE AMENDING CHAPTER 134 OF THE LOCKPORT CODE OF ORDINANCES
PERTAINING TO THE LIMITATIONS ON THE SALE OF BONGS, PIPES, AND OTHER
INSTRUMENTS AND PROHIBITION ON SALE OF UNREGULATED HEMP CONSUMER
CBD PRODUCTS**

**Published in pamphlet form by authority of the Mayor
and the City Council of the City of Lockport, Will County, Illinois,
this ____ day of _____, 2024.**

ORDINANCE NO. 24-024

AN ORDINANCE AMENDING CHAPTER 134 OF THE LOCKPORT CODE OF ORDINANCES PERTAINING TO THE LIMITATIONS ON THE SALE OF BONGS, PIPES, AND OTHER INSTRUMENTS AND PROHIBITION ON SALE OF UNREGULATED HEMP CONSUMER CBD PRODUCTS

WHEREAS, the City of Lockport is a home rule municipality as defined by Section 6(a) of Article VII of the Illinois Constitution of 1970; and

WHEREAS, the prominent display of bongs, pipes, and other instruments in storefront windows of businesses that sell candy, grocery, and other items and patronized by children has a deleterious impact and does not promote the city as a safe community; and

WHEREAS, there are concerns on the safety of hemp consumer CBD products that are below a .3 % THC since these products are unregulated and not tested for safe use; and

WHEREAS, the Mayor and the City Council of the City of Lockport find it is in the best interests of the City and its residents to regulate the placement on the display of bongs, pipes, and other instruments and prohibit the sale of hemp consumer CBD products unless tested by the Illinois Department of Agriculture.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOCKPORT, ILLINOIS as follows:

Section 1. Chapter 134 of the Lockport Municipal Code is hereby amended by adding the underlined and deleting the stricken as follows:

§ 134.52 DEFINITIONS.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them:

ARTIFICIALLY DERIVED CANNABINOID. A cannabinoid that is created by a chemical or physical reaction that changes the molecular structure of any chemical substance derived from *Cannabis sativa*.

**

HEMP CANNABINOID. A naturally occurring phytocannabinoid derived from the hemp plant that does not have an intoxicating effect on the mind and body, as determined by the Illinois Department of Agriculture by rule, including:

- (1) cannabidiol (CBD);
- (2) cannabichromene (CBC);
- (3) cannabicitran (CBT);
- (4) cannabicyclol (CBL);
- (5) cannabielsin (CBE);

- (6) cannabigerol (CBG);
- (7) cannabidivarin (CBDV); or
- (8) cannabinol (CBN).

HEMP CONSUMER CBD PRODUCT. A product offered for sale or distribution that:

- (1) contains naturally occurring hemp phytocannabinoids;
- (2) is intended for consumption by any means, including, but not limited to, oral ingestion, inhalation, smoking, or topical absorption;
- (3) contains a total tetrahydrocannabinol concentration of no greater than:
 - (a) 0.3% for any intermediate or finished plant product or material, or any hemp consumer CBD product intended for consumption by inhalation or smoking; or
 - (b) 0.5 milligrams per serving or individual product unit, and 2 milligrams per package for products sold in multiple servings or units, for any beverage, food, oil, ointment, tincture, topical formation, or any other product that is intended for human consumption by means other than inhalation or smoking; and
- (4) contains a total hemp cannabinoid concentration that is at least 25 times greater than the total tetrahydrocannabinol concentration per serving and per package.

TETRAHYDROCANNABINOL OR THC. Any naturally occurring or synthetic tetrahydrocannabinol, including its salts, isomers, and salts of isomers whenever the existence of such salts, isomers, and salts of isomers is possible within the specific chemical designation and any preparation, mixture, or substance containing, or mixed or infused with, any detectable amount of tetrahydrocannabinol or tetrahydrocannablic acid, including, but not limited to, delta-8-tetrahydrocannabinol, delta-9-tetrahydrocannabinol, delta-10-tetrahydrocannabinol, tetrahydrocannablic acid, tetrahydrocannabipherol, or hexahydrocannabinol, however derived, or any other substance determined to have similar intoxicating effects on the mind or body by the Illinois Department of Agriculture. As used in this definition, "isomer" means the optical, position, and geometric isomers.

§ 134.66 LIMITATIONS ON THE PLACEMENT OF PRODUCTS.

Items such as bongs, pipes, glass tubes, or any other devices to smoke, vape, ingest cannabis or tobacco shall be displayed and maintained behind the sales counter and shall not be displayed prominently within view of the front doors and windows of the retail establishment.

§ 134.67 PROHIBITED SALE.

No person, retailer, or entity shall distribute for sale, sell, offer for sale, market, or advertise any hemp product intended for human or animal consumption within the city unless the hemp product is registered by the Illinois Department of Agriculture as a hemp consumer CBD product or is sold by a licensed cannabis business establishment under the Cannabis Regulation and Tax Act or Compassionate Use of Medical Cannabis Act.

No person, retailer, or entity shall distribute for sale, sell, offer for sale, market, or advertise any hemp product intended for human or animal consumption within the city THC concentration greater than the limits set forth for hemp consumer CBD products as

defined in this Chapter unless so regulated as cannabis as defined in the Cannabis Regulation and Tax Act, whether or not the product is made with or derived from hemp, industrial hemp, or derived from natural or synthetic sources unless otherwise regulated by the state and sold by a licensed dispensing cannabis business as authorized by the Illinois Cannabis Regulation and Tax Act shall be cannabis as that term is used under the Illinois Cannabis Regulation and Tax Act.

SECTION 2: All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

SECTION 3: Upon approval and adoption, this Ordinance shall be in full force and in effect upon publication as provided by law with the effective date of January 1, 2025.

PASSED this _____ day of _____, 2024, with

_____ ALDERMEN voting aye _____ ALDERMEN abstaining

_____ ALDERMEN voting nay _____ ALDERMEN absent

The MAYOR voting aye _____, voting nay _____, not voting _____

_____ BARTELSSEN _____ BERGBOWER _____ DESKIN _____ GILLOGLY

_____ MCDONALD _____ PUGH _____ SABAN _____ KING

_____ MAYOR

Steven Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk



Committee of the Whole

Agenda Memorandum

Item # AT-2

To: Mayor & City Council

From: Sonni Williams, City Attorney

Subject: Amendment to Chapter 111 of the City's Liquor Code to Prohibit the Sale of Mini-Bottles of Alcohol in Class E Liquor-Licensed Establishments

Date: Wednesday, September 4, 2024

BACKGROUND/HISTORY

At the Committee of the Whole meeting on August 21st, the Mayor and City Council directed the City Attorney to draft an ordinance amending Chapter 111 of the City Code (City's Liquor Code) to prohibit sale of mini-bottles of alcohol (3 ounces or less) at packaged liquor store to address the unsightly empty bottles left around the parking lots of packaged liquor stores. The primary locations where the small empty bottles are thrown out and littered are at convenient stores that are licensed to sell packaged liquor.

Attached Ordinance No. 24-025 will prohibit the sale of such small bottles of alcohol as individual bottles or bundled together, for a packaged liquor store (Class E liquor license). Currently, there are only three liquor-licensed establishments that hold a Class E (packaged goods) liquor license.

Class E holders are:

1. ARUKC Liquor, Inc., d/b/a "Consumers Liquor", 924 E. 9th Street, Lockport, IL 60441
2. HP Soft Corp., d/b/a "Liquor Plus", 1513 S. State Street, Lockport, IL 60441
3. Naavya Liquors, LLC., d/b/a "Quick Mart Pantry", 1134 S. State Street, Lockport, IL 60441

The prohibition will not go into effect until January 1, 2025, which will give sufficient time for these establishment to sell off their current stock of small bottles of alcohol. Upon the approval of Ordinance No. 24-025, the City Administration will send a letter to these businesses to inform them of this prohibition.

PROS/CONS/ALTERNATIVES

This will reduce the likelihood of having the unsightly empty small mini-bottle of alcohol being strewn around the parking lots and surrounding neighboring properties.

RECOMMENDATION

Approve Ordinance No. 24-025 amending Chapter 111 of the City's Liquor Code to Prohibit the Sale of Mini-Bottles of Alcohol in Class E Liquor-Licensed Establishments.

ATTACHMENTS

[Ordinance No. 24-025 Amending the Liquor Code to Prohibit Sale of Mini Bottles of Alcohol for Class E License](#)

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

ORDINANCE NO. 24-025

**AN ORDINANCE AMENDING CHAPTER 111 OF THE LOCKPORT CODE OF ORDINANCES
PROHIBITING THE SALE OF MINI-BOTTLES OF ALCOHOL FOR CLASS E LIQUOR-
LICENSED ESTABLISHMENTS**

**Published in pamphlet form by authority of the Mayor
and the City Council of the City of Lockport, Will County, Illinois,
this ____ day of _____, 2024.**

ORDINANCE NO. 24-025

AN ORDINANCE AMENDING CHAPTER 111 OF THE LOCKPORT CODE OF ORDINANCES PROHIBITING THE SALE OF MINI-BOTTLES OF ALCOHOL FOR CLASS E LIQUOR- LICENSED ESTABLISHMENTS

WHEREAS, the City of Lockport is a home-rule municipality pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, Section 4-1 of the Illinois Liquor Control Act confers the power to the City of Lockport by general ordinance or resolution to determine the number, kind and classification of licenses, for sale at retail of alcoholic liquor not inconsistent with this Act, 235 ILCS 5/4-1;

NOW, THEREFORE, be it ordained by the Mayor and the City Council of Lockport, Will County, Illinois, as follows:

SECTION 1: Chapter 111 of the Lockport Municipal Code is hereby amended by adding the following underlined words and deleting the stricken words:

§ 111.08 LICENSE FEES.

Every person, firm, or corporation engaged in the retail sale of alcoholic liquor in the city shall pay an annual license fee. Such licenses shall be divided into the following classes:

(I) *Class E.* Class E license shall authorize for a **GENERAL PACKAGE LIQUOR STORE**, which shall be defined as an establishment that sells and offers for sale at retail, in the premises specified in such license, alcoholic liquor in its original package only, but not for consumption on the premises where sold. No general package license shall be issued for a premises whose primary business is the sale of groceries or other products. Class E license shall not permit entertainment. The annual fee for a Class E license shall be \$1,500, payable in two installments of \$750 each, the first installment of which shall be deposited with the application for a license, and the second installment to be due and payable on June 30 or December 31, whichever occurs first.

Class E licensee shall be prohibited from displaying, selling, or offer for sale of packaged alcohol in mini- sized containers less than three ounces regardless of whether sold in an individual single bottle or in bulk or bundled packs of the mini-sized containers of alcoholic liquor.

SECTION 2: All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

SECTION 3: Upon approval and adoption, this Ordinance shall be in full force and in effect upon publication as provided by law with the effective date of January 1, 2025.

PASSED this _____ day of _____, 2024, with

_____ ALDERMEN voting aye _____ ALDERMEN abstaining

_____ ALDERMEN voting nay _____ ALDERMEN absent

The MAYOR voting aye _____, voting nay _____, not voting _____

_____ BARTELSSEN _____ BERGBOWER _____ DESKIN _____ GILLOGLY

_____ MCDONALD _____ PUGH _____ SABAN _____ KING

_____ MAYOR

Steven Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk



Committee of the Whole

Agenda Memorandum

Item # CD-1

To: Mayor & City Council

From: Kimberly Phillips, City Planner

Subject: Special Use Permit for a Drive-Thru Facility Within the C2 Community Commercial Zoning District and Preliminary/Final Development Plan Review "In-One-Step"; for Lot 4 in Lockport Plaza (Scooter's Coffee Kiosk) /PZC Case# 2024-008

Date: Wednesday, September 4, 2024

BACKGROUND/HISTORY

Naishikumar Patel, on behalf of Scooter's Coffee and contract purchaser of the 0.78 acre property is seeking approval of Development plans for a new drive thru coffee kiosk. The submittal includes Special Use Permit for a Drive-thru Facility and Preliminary/Final Development Plan Review (in-one-step). The subject property, Lot 4 of Lockport Plaza, is generally located northeast of the 9th Street and 7th Street intersection.

The subject property is an outlot that is located within the Lockport Plaza Retail Center which consists of four lots total, three outlots and one large lot encompassing the majority of the Center. It is currently zoned C-2 Community Commercial. The overall center is 5.42 acres and the subject property is approximately 0.78 acres. The outlot is an irregularly shaped lot having the driveway access (and multi-tenant monument sign) for the overall retail center within its boundary. The Center has been there for many years. Currently, it is home to a Post Office Facility, Napa Autoparts, Papa Joe's Restaurant, Sports Huddle, and Dance Studio.

The Final Site Plan illustrates a new 664 sf proposed Commercial Building for a Coffee Kiosk with a drive thru lane and vehicle queueing. The access comes from 9th Street which is also general access into the overall retail center. IDOT improvements are underway, which will provide a new turn lane. However, the location of the original driveway will not change. The main entrance will, however, be converted to a right in/right out according to design approvals for the Route 7 project via IDOT. The Plan shows that the Coffee Kiosk will accommodate drive thru customers only. There is no pickup window or any indoor or outdoor eating areas.

This item went before the Plan and Zoning Commission for a public hearing at their regularly scheduled meeting on August 13, 2024. Staff presented their report and the applicant was present to answer questions. No one was present from the public for this item. The Commission members asked general questions to include is this the only franchise that the applicant would own; the applicant stated that he had was currently developing multiple franchises in the area. The applicant stated that he was interested in Lockport because it was a growing community. The Commission asked about an access agreement that the applicant would have with the owner of Lockport Plaza to allow access in and out of the overall development. The applicant responded and stated that they did have an agreement with the Plaza owner. The applicant is also in the process of including an access easement delineation on their survey. The Commission deliberated and provided a motion.

PROS/CONS/ALTERNATIVES

N/A

RECOMMENDATION

By a vote of 7-0, the Plan and Zoning Commission recommended adopting staff's findings of facts and approval of the Special Use Permit for a drive thru facility subject to two conditions:

1. The attached sign exhibit shall be a condition of the special use permit. A separate sign permit application is needed at the time of building permit.
2. The freestanding sign included with the attached sign exhibit shall be allowed as a second freestanding sign on the parcel. The sign shall not exceed 6' height, 18 sf sign display, and shall have a brick base (to match the building) with appropriate cap in accordance with City Code.

By a vote of 7-0, the Plan and Zoning Commission also made a motion to recommend approval of the Preliminary/Final Development Plans.

ATTACHMENTS

[Ordinance No. 24-022 SUP Scooters Coffee](#)

[Resolution No. 24-092 Scooter's Coffee Kiosk Final Development Plans](#)

[Exhibit A - Alta NSPS land title survey](#)

[Exhibit B - Final Site Plan](#)

[Exhibit C Final Engineering Plan](#)

[Exhibit D - Final Landscape Plan](#)

[Exhibit E - Exterior elevations](#)

[Exhibit F - Photometric Plan](#)

[Exhibit G - Signage Plan](#)

PZC Staff Report Scooters

Scooters Coffee Final Plan Engineering Review #3

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

ORDINANCE NO. 24-022

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A NEW
DRIVE THRU FACILITY DEVELOPMENT (SCOOTER'S COFFEE KIOSK)**

WHEREAS, Naishilkumar Patel, contract purchaser of an approximate .78 (more or less) acres of land, located on Lot 4 of Lockport Plaza, generally located near the northeast corner of 7th Street and 9th Street; having PIN 11-04-24-111-012-0000 hereby depicted as "**EXHIBIT A**";

WHEREAS, the property is zoned C2 Community Commercial and Drive Thru Facility is Classified as a Special Use pursuant to the Lockport Zoning Ordinance; and

WHEREAS, the petitioner is requesting a special use permit to allow a Scooter's Coffee Kiosk with a Drive Thru Facility; and

WHEREAS, the petitioner is seeking approval of Preliminary/Final Development Plans with this request, the development plans show a 664 sf Commercial Building with drive thru pick-up window, vehicle queueing lane, and drive thru signage The Preliminary/Final Development Plans shall be attached as exhibits to the special use permit, (Refer to Resolution 24-092 and **EXHIBITS B, C, D, E, F, & G**); and

WHEREAS, a public hearing was held on August 13, 2024 before the Plan & Zoning Commission of the City of Lockport, with prior notice thereof given in the manner as provided in Section 11-13-6 and 11-13-7 of the Illinois Municipal Code to consider the special use permit with a vote of 7:0, recommended approval.

WHEREAS, the Plan & Zoning Commission of the City of Lockport found sufficient evidence that the special use permit, meets the standards established for such classification in the ordinances, and the granting of permission therefor may be subject to conditions reasonably necessary to meet such standards, as required under 65 ILCS 5/11-13-1.1, and by a vote of 7-0, recommended approval.

The Special Use Permit is subject to the following condition of approval:

1. The attached sign exhibit shall be a condition of the special use permit. A separate sign permit application is needed at the time of building permit.
2. The freestanding sign included with the attached sign exhibit shall be allowed as a second freestanding sign on the parcel. The sign shall not exceed 6' height, 18 sf sign display, and shall have a brick base (to match the building) with appropriate cap in accordance with City Code.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LOCKPORT, WILL COUNTY, ILLINOIS THAT:

SECTION 1: SPECIAL USE PERMIT FOR A DRIVE THRU FACILITY

A Special Use Permit is duly granted to the property described on “**EXHIBIT A**”. The Preliminary/Final Development Plans are attached as **EXHIBITS, B, C, D, E, F, and G** (Resolution 24-092)

1. Final Site Plan, dated 8/5/24 prepared by RTM Engineering Consultants and referred to as “**EXHIBIT B**”
2. Final Engineering Plan, dated 8/5/24 prepared by RTM Engineering Consultants and referred to as “**EXHIBIT C**”
3. Final Landscape Plan, dated 7/31/24 prepared by RTM Engineering Consultants referred to as “**EXHIBIT D**”
4. Exterior Elevations, dated 4/24/24 prepared by Frederick J. Goglia Architect, referred to as “**EXHIBIT E**”
5. Photometric Plan, dated 4/24/24, prepared by Robert Quetham and referred to as “**EXHIBIT F**”
6. Signage Plans, dated 3/1/24, prepared by CR Signs referred to as “**EXHIBIT G**”

SECTION 3. SUCCESSORS

This Ordinance shall be binding upon and in full force and effect with regard to any successors in interest to the applicant. Any such successor shall benefit from and be obligated to comply with all of the terms, requirements, limitations, and conditions set forth in this Ordinance as to any portion of the Property owned by it or in which it has any interest.

SECTION 4. SEVERABILITY

In the event any word, phrase, clause, sentence, paragraph, provision or section of this Ordinance, or any part thereof, shall be held to be unconstitutional, unenforceable or void, the same

shall not affect the validity or enforceability of any remaining words, phrases, clauses, sentences, paragraphs, provisions or sections of this Ordinance.

SECTION 5. REPEALER

All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective after its passage, approval and publication in pamphlet form as provided by law.

PASSED this _____ day of _____, 2024, with

_____ ALDERMEN voting aye _____ ALDERMEN abstaining

_____ ALDERMEN voting nay _____ ALDERMEN absent

the MAYOR voting aye _____, voting nay _____, not voting _____

_____ SABAN _____ MCDONALD _____ BERGBOWER _____ GILLOGLY

_____ PUGH _____ KING _____ DESKIN _____ BARTELSSEN

_____ MAYOR

Steven Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk

RESOLUTION NO. 24-092

**A RESOLUTION APPROVING PRELIMINARY/FINAL DEVELOPMENT PLANS FOR A
NEW COFFEE KIOSK DRIVE THRU DEVELOPMENT ON LOT 4 OF LOCKPORT
PLAZA (SCOOTER'S COFFEE KIOSK)**

WHEREAS, Naishilkumar Patel, contract purchaser of an approximate .78 (more or less) acres of land, located on Lot 4 of Lockport Plaza, generally located near the northeast corner of 9th Street and 7th Street; having PIN 11-04-24-111-012-0000 hereby depicted as "**EXHIBIT A**";

WHEREAS, the petitioner is seeking approval of Preliminary/Final Development Plans with this request, the development plans show a 664 sf Commercial Building with Drive Thru Facility and vehicle queueing lane, and

WHEREAS, the property is zoned C2 Community Commercial and a Drive thru facility is a special use permit in the C2 District, the petitioner is seeking approval of special use permit for a drive thru facility with this request (Ordinance 24-022); and

WHEREAS, the City of Lockport Plan & Zoning Commission reviewed the Final Preliminary/Development Plans at their regularly scheduled August 13, 2024 meeting and by a 7-0 vote recommended approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LOCKPORT, WILL COUNTY, ILLINOIS AS FOLLOWS:

SECTION ONE: The City Council of the City of Lockport approves the following Final Development Plans:

1. Final Site Plan, dated 8/5/24 prepared by RTM Engineering Consultants and referred to as "**EXHIBIT B**"
2. Final Engineering Plan, dated 8/5/24 prepared by RTM Engineering Consultants and referred to as "**EXHIBIT C**"
3. Final Landscape Plan, dated 7/31/24 prepared by RTM Engineering Consultants referred to as "**EXHIBIT D**"
4. Exterior Elevations, dated 4/24/24 prepared by Frederick J. Goglia Architect, referred to as "**EXHIBIT E**"

5. Photometric Plan, dated 4/24/24, prepared by Robert Quetham and referred to as "**EXHIBIT F**"
6. Signage Plans, dated 3/1/24, prepared by CR Signs referred to as "**EXHIBIT G**"

SECTION TWO: The Mayor and City Clerk are authorized and directed to sign any necessary documents in furtherance of this Resolution.

SECTION THREE: A certified copy of this Resolution shall be on file with the Office of the City Clerk attached to a copy of the approved Final Development Plan.

SECTION FOUR: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this _____ day of _____, 2024, with

_____ALDERMEN voting aye _____ALDERMEN abstaining

_____ALDERMEN voting nay _____ALDERMEN absent

the MAYOR voting aye _____, voting nay _____, not voting _____

_____SABAN _____GILLOGLY _____BERGBOWER _____MCDONALD

_____PUGH _____KING _____DESKIN _____BARTELSEN

_____MAYOR

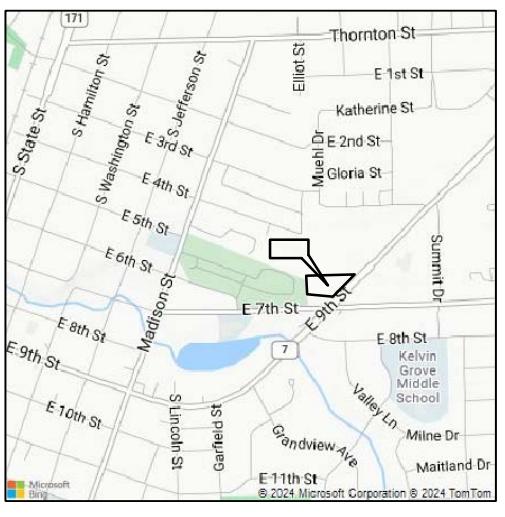
Steven Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk

A.L.T.A./N.S.P.S. LAND TITLE SURVEY

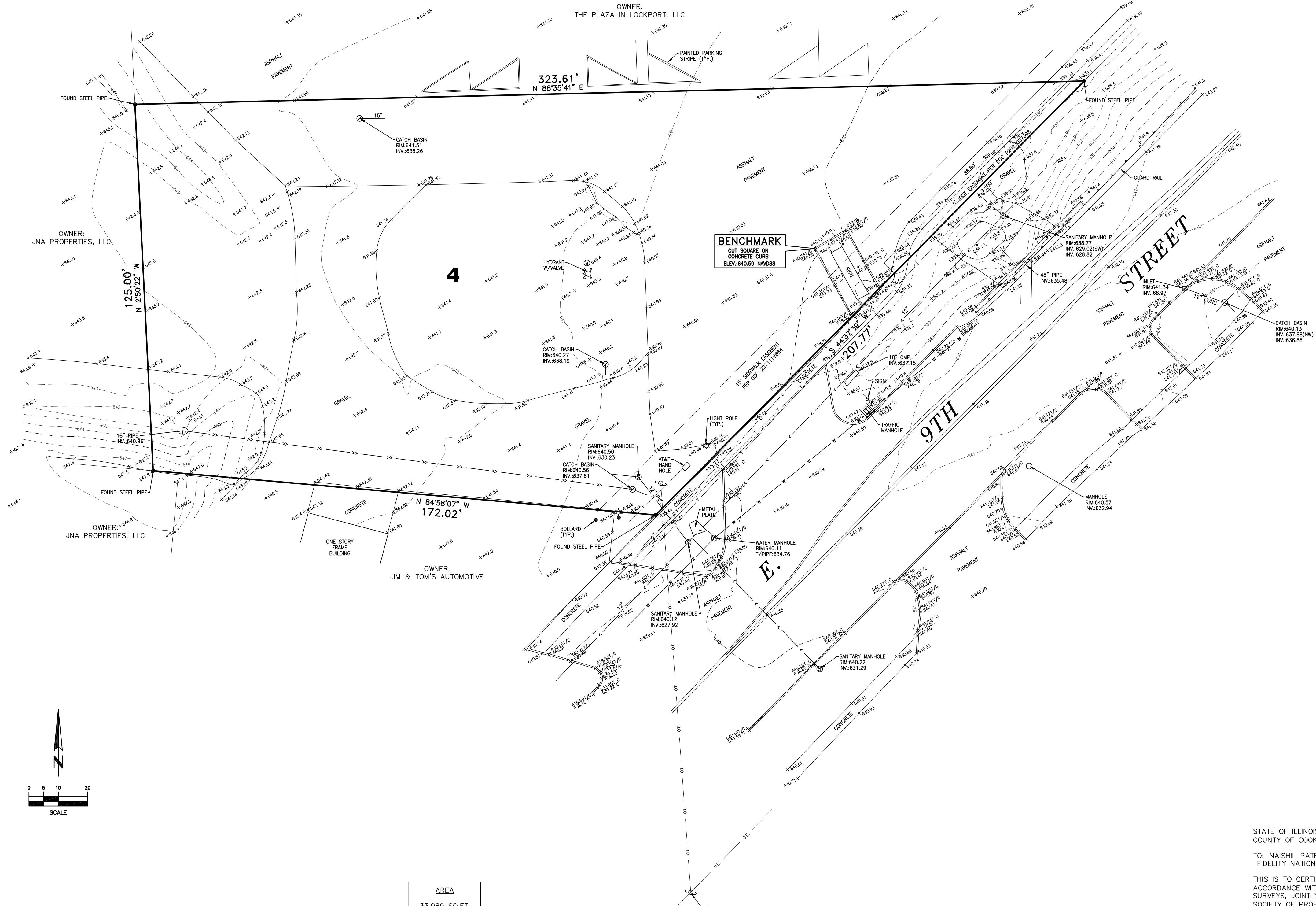
LOT 4 IN LOCKPORT PLAZA RESUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 2013, AS DOCUMENT NUMBER R2013006171, IN WILL COUNTY, ILLINOIS.



WILL COUNTY
PROPERTY INDEX NUMBER
(P.I.N.)
11-04-24-111-012-0000

LEGEND	
	EXISTING
OVERHEAD TRANSMISSION LINES	OTL
TELCO LINE	T
GAS LINE	G
WATER LINE	W
STORM SEWER	S
SANITARY SEWER	—
WOOD FENCE	P
SANITARY MANHOLE	○
MANHOLE	□
CATCH BASIN	△
INLET	+
FLARED END SECTION	□
WATER MANHOLE	◎
HYDRANT	◎
VALVE	●
LIGHT POLE	◆
SIGN	◆
UTILITY POLE	◆
GUY WIRE ANCHOR	◆
TRAFFIC MANHOLE	◆
SPOT ELEVATION	◆

VICINITY MAP



PREPARED FOR:
NIKO LAW, LLC

PREPARED BY:

LANDMARK

ENGINEERING LLC

DESIGN FIRM REGISTRATION NO. 184-00577-0010

7808 WEST 103RD STREET
PALOS HILLS, ILLINOIS 60465-1529
Phone (708) 599-3737

SURVEY NO. 24-02-034

AREA
33,989 SQ.FT.
0.780 AC
(more or less)

STATE OF ILLINOIS)
COUNTY OF COOK) S.S.
TO: NAISHIL PATEL

FIDELITY NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY AMERICAN LAND TITLE ASSOCIATION AND NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(g), 6(c), 7(g), 8, 11, 13, 14, 16, 17 AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 12, 2024.

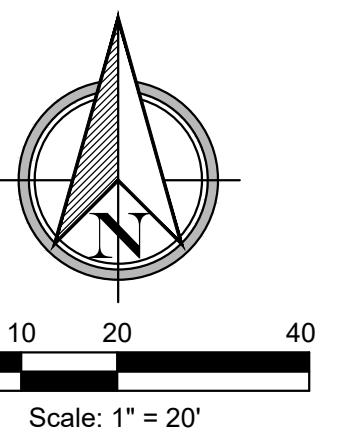
DATED AT PALOS HILLS, ILLINOIS, THIS 13th DAY OF MARCH, A.D. 2024.



MAP NO. 2625
LALS NO. 2625
LICENSE RENEWAL DATE: 11/30/2024
MLANDSTROM@LANDMARK80.COM

NOTES

1. DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND BEARINGS ARE BASED ON THE NAD83 ILLINOIS EAST STATE PLANE COORDINATE SYSTEM ZONE 1201, AS DETERMINED BY GPS MEASUREMENT, WHICH IS THE BASIS OF BEARING ON THE RECORDED PLAT OF RESUBDIVISION.
2. TITLE COMMITMENT NO. 24-01-009A-1, DATED JANUARY 12, 2024, ISSUED BY PUBLIC INFORMATION COMPANY, INC., PROVIDED FOR USE IN THE PREPARATION OF THIS SURVEY. THE LEGAL DESCRIPTION SHOWN HEREON IS BASED ON ITEM 5, SCHEDULE A OF SAID COMMITMENT AND THE RECORDED PLAT OF RESUBDIVISION.
3. PART II OF SCHEDULE B IN THE COMMITMENT NOTES THE FOLLOWING SURVEY-SPECIFIC EXCEPTIONS:
 - a) EXCEPTION 15 NOTES AN ASSIGNMENT PER Doc R93-15213 WHERE THE LEGAL DESCRIPTION OF THE ASSIGNMENT DESCRIBES THE PERIMETER OF LOCKPORT PLAZA RESUBDIVISION.
 - b) EXCEPTION 16 NOTES A 15' EASEMENT FOR INGRESS/EGRESS PER Doc R69308 THAT IS LOCATED 293' NORTHEAST OF THE SURVEYED PROPERTY.
 - c) EXCEPTION 18 NOTES AN ELECTRIC FACILITIES AGREEMENT PER Doc 948792, WHERE THE LEGAL DESCRIPTION OF THE AGREEMENT DESCRIBES THE PERIMETER OF LOCKPORT PLAZA RESUBDIVISION AND AN EASEMENT IS NOT SPECIFICALLY DESCRIBED AND THEREFORE NOT PLOTTABLE.
 - d) EXCEPTION 20 NOTES A 10' ILLINOIS BELL TELEPHONE EASEMENT PER Doc R73-11019 THAT IS LOCATED ALONG THE WEST LINE OF LOCKPORT PLAZA RESUBDIVISION.
 - e) EXCEPTION 22 NOTES A 15' SIDEWALK EASEMENT PER Doc R201112664 THAT IS SHOWN HEREON.
 - f) EXCEPTION 23 NOTES THE DECLARATION OF EASEMENTS THAT APPEARS ON SHEET 2 OF THE RECORDED PLAT OF RESUBDIVISION.
 - g) EXCEPTION 25 NOTES A 5' I.D.O.T. EASEMENT PER Doc R2023007398 THAT IS SHOWN HEREON.
4. FOR BUILDING LINES AND OTHER EASEMENTS AND RESTRICTIONS NOT SHOWN HEREON, REFER TO DEEDS, ABSTRACTS, TITLE POLICIES, SEARCHES OR COMMITMENTS, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.
5. NO ADDRESS WAS FIELD OBSERVED AS THERE ARE NO BUILDINGS ON THE SURVEYED LAND.
6. SURVEYED PROPERTY LIES ENTIRELY WITHIN UNSHADED ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 0.2 PERCENT ANNUAL CHANCE FLOODPLAIN, AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON FLOOD INSURANCE RATE MAP NO. 17197C0158C, REVISED FEBRUARY 15, 2019.
7. OBSERVABLE SURFACE EVIDENCE OF UNDERGROUND UTILITIES IS SHOWN HEREON ALONG WITH ANY PLANS OR REPORTS PROVIDED BY CLIENT.
8. ADJACENT OWNER NAMES WERE OBTAINED FROM THE WILL COUNTY ASSESSOR'S WEBSITE.
9. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
10. NO INFORMATION REGARDING CHANGES IN STREET RIGHT OF WAY LINES WAS PROVIDED FOR USE IN THE PREPARATION OF THIS SURVEY AND NO EVIDENCE OF SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
11. NO DOCUMENTS REGARDING OFFSITE APPURTENANT EASEMENTS WERE PROVIDED FOR USE IN THE PREPARATION OF THIS SURVEY.
12. IMPROVEMENTS SHOWN ARE BASED ON FIELD MEASUREMENTS COMPLETED ON MARCH 5, 2024. NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE AND NO DIMENSIONS, LENGTHS OR WIDTHS SHOULD BE ASSUMED FROM SCALING. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.

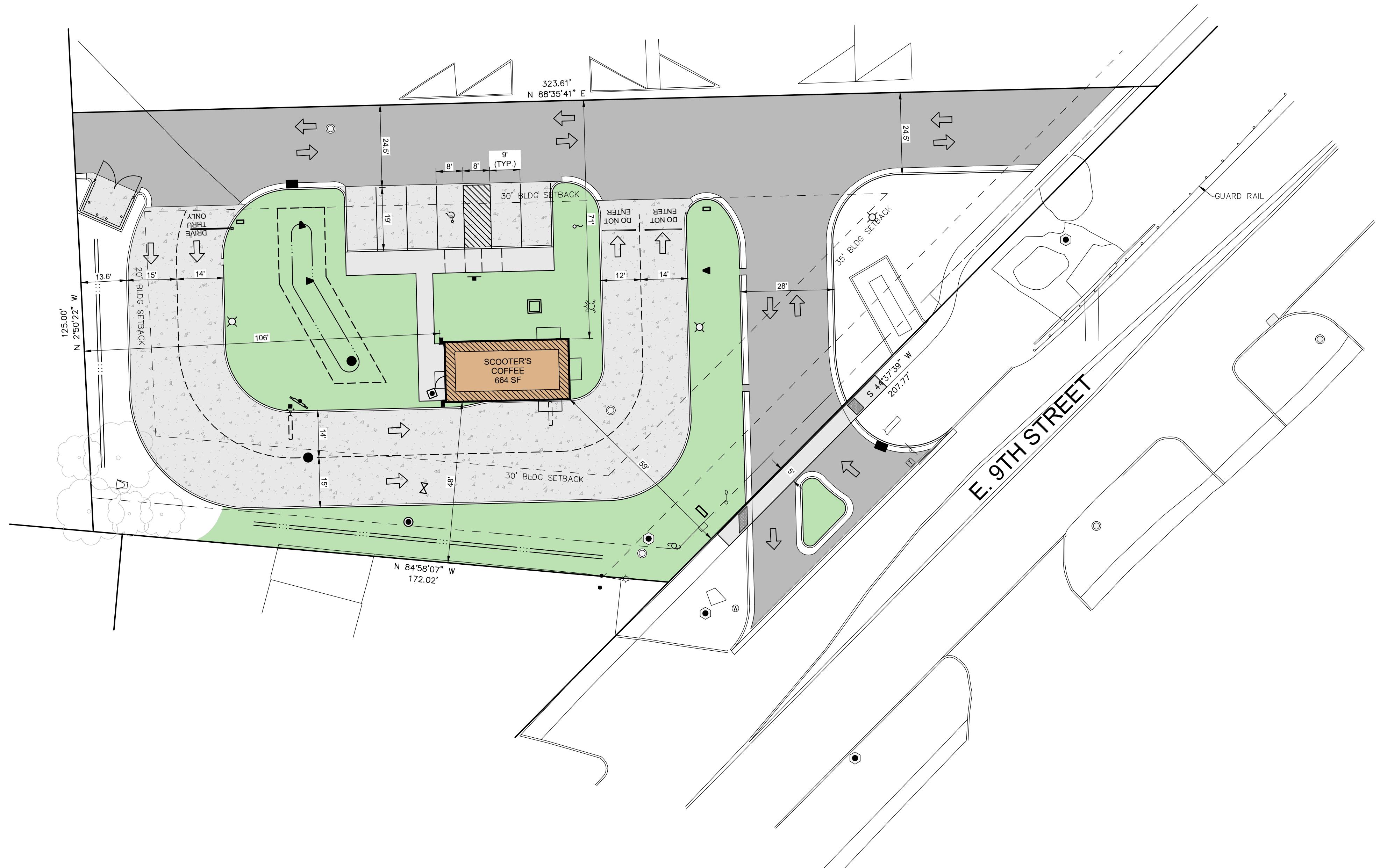


revision

date

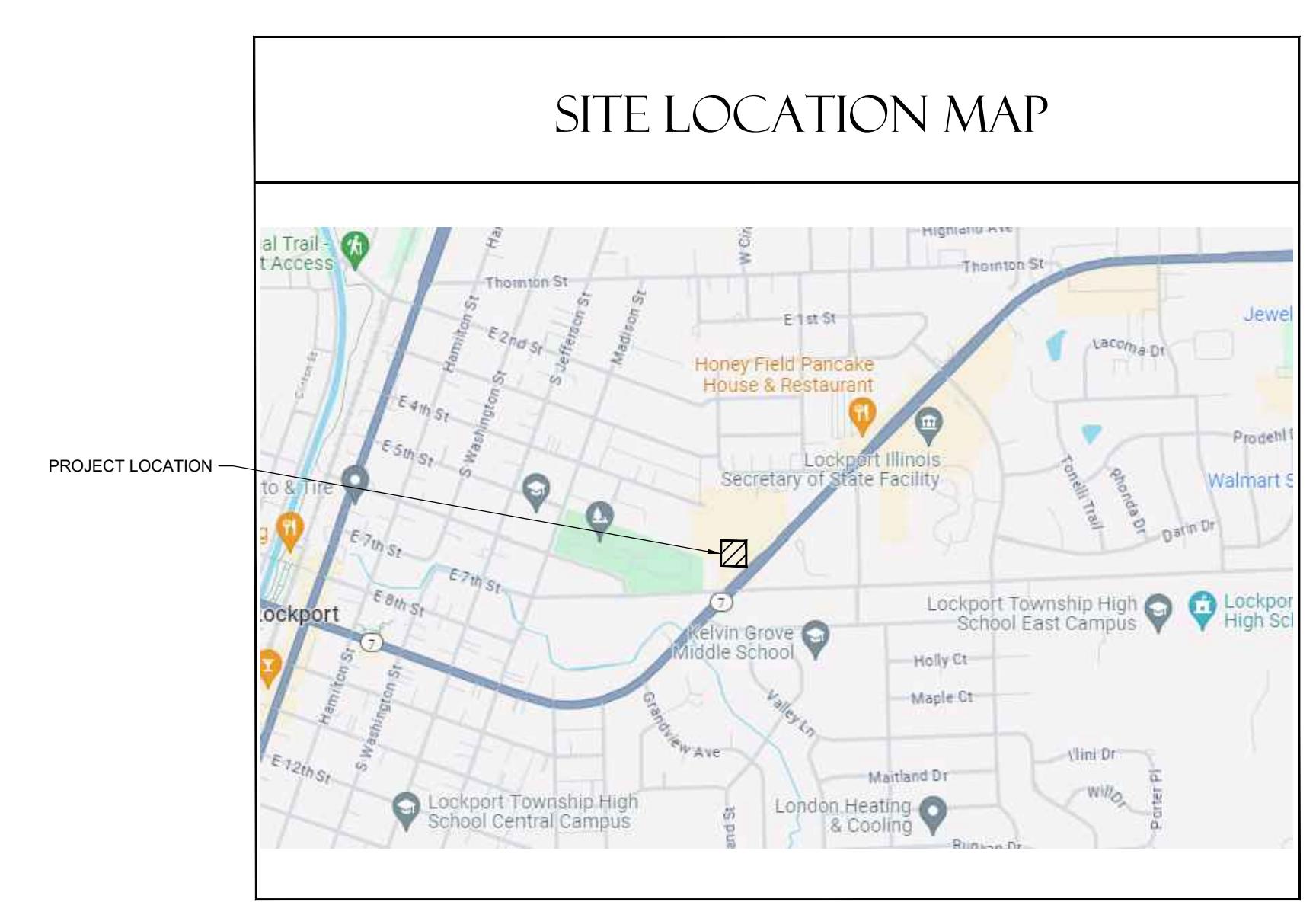
no.

SCOOTERS COFFEE
920 E 9th Street
Lockport, IL



Zoning: C2 - Community Commercial	
North	C2 - Commercial
South	C2 - Commercial
East	C2 - Commercial
West	C2 - Commercial
Setbacks Required:	Setback Provided:
Building Height:	35'
Maximum Lot Coverage:	30%
Maximum Impervious:	70%
Min. Landscape Coverage:	30%
Front:	35' (out of ROW)
Side:	59'
Rear:	20'
Lot Area	0.76 AC
Building Information:	Building Area: 664 sq. ft

Total Area:	0.78 acres	
	Existing (acres)	Proposed (acres)
Impervious	0.57	73%
Pervious	0.21	27%
Parking : Scooter's Coffee		
Food Service Pick-up only: 1 per 400 square feet	2	6
ADA Spaces	1	1
Stacking: 8 stacking spaces per drive-up		
	8	11



**FINAL
SITE PLAN**

C-0

INDEX OF DRAWINGS

	Sheet No.'s
INDEX, LEGEND & OVERALL LAYOUT	C-0
EXISTING AND DEMO PLAN	C-1
SITE PLAN	C-2
CITY SITE PLAN	C-2A
GRADING PLAN	C-3
ENTRANCE GRADING	C-3A
UTILITY PLAN	C-4
UTILITY PROFILES	C-5
LANDSCAPE & EROSION CONTROL PLAN	C-6
SITE PLAN DETAILS	C-7
SAN & WATER DETAILS	C-8
STORM DETAILS	C-9
EROSION CONTROL DETAILS	C-10
ALTA BY LANDMARK ENGINEERING LLC	

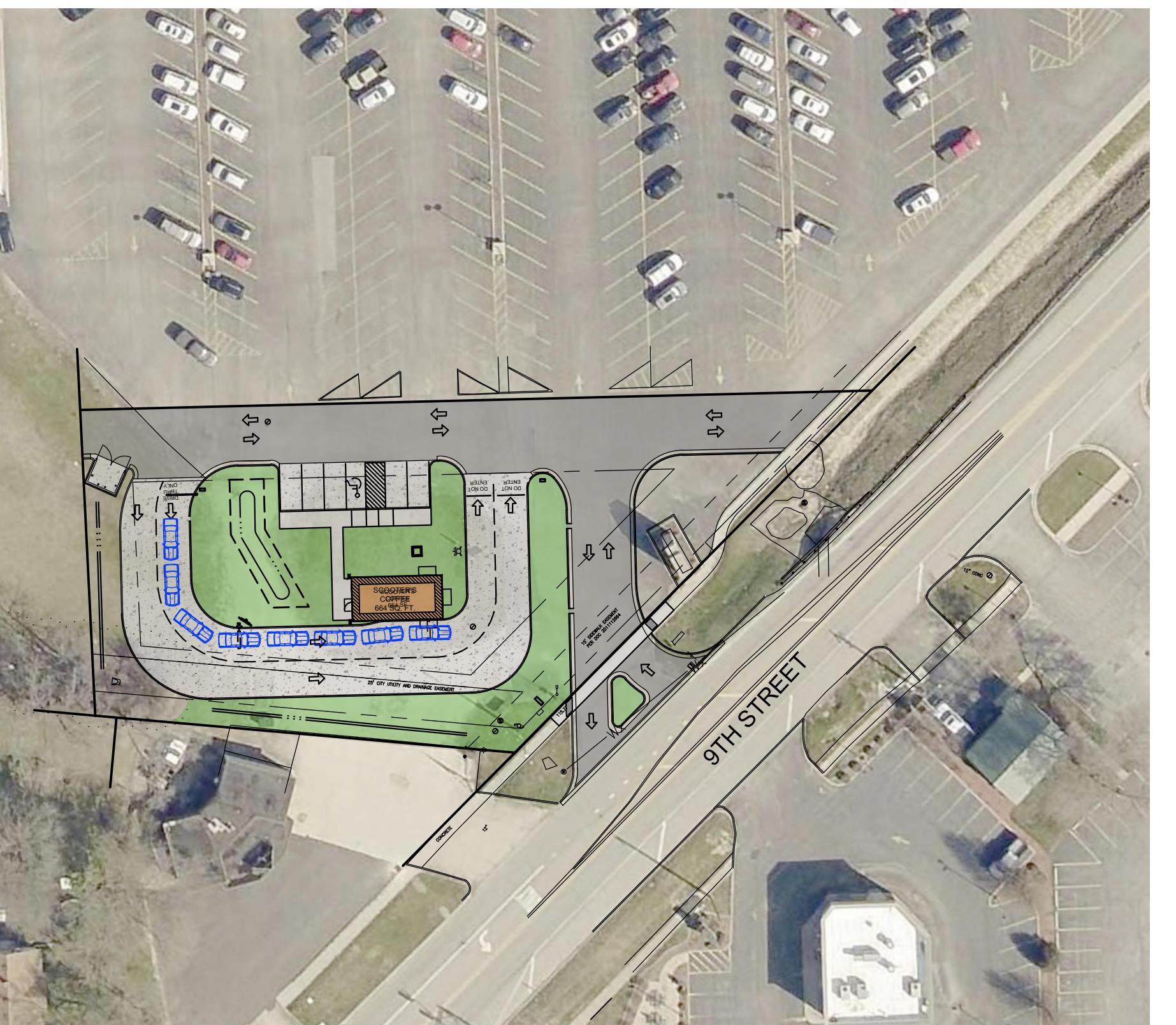
LEGEND

PROPOSED	EXISTING
■	STORM MANHOLE
□	STORM INLET
○	STORM INLET
△	FLARED END SECTION
◎	SANITARY MANHOLE
□	SANITARY/STORM CLEANOUT
△	WATER VALVE
○	HYDRANT
□	POWER POLE
□-○	POWER POLE W/ LIGHT
←	GUY WIRE
□	ELECTRIC PEDESTAL/TRANSFORMER
□	TELEPHONE PEDESTAL
□	GAS METER
○	LIGHT POLE
□	TRAFFIC SIGNAL
□	SIGNS
○	BUSH/SHRUB
▲	CONTROL POINT
—	SURVEY BOUNDARY
—	LOT LINE
—	EASEMENT LINE
—	R.O.W. LINE
—	SETBACK LINE
—	SANITARY SEWER
—	SAN
—	ST
—	W-W
—	Wx
—	OE
—	E-E
—	G-G
—	TV
—	T-T
—	rx
—	UT
—	CONTOUR

FINAL ENGINEERING PLANS FOR:

SCOOTER'S COFFEE

920 E. 9TH STREET
LOCKPORT, ILLINOIS



CONTACTS

Building Inspector
Brian Pohlis
City of Lockport Community & Economic Development
815-838-0549
bpohlis@lockport.org

Building Department / IDPH
Plumbing Inspector
Gregg Shisler
City of Lockport Building Department
815-514-4626
gshisler@lockport.org

Wastewater (Sewer)
Authority:
Lockport IL Water Dept.
222 E 9th Street
Lockport, IL 60441
Phone: 815-838-0549
Julie Krejczyk
Permit Technician
(815) 838-0549 X1132
jkrejczyk@lockport.org

Water
Authority:
Lockport IL Water Dept.
222 E 9th Street
Lockport, IL 60441
Phone: 815-838-0549
Julie Krejczyk
Permit Technician
(815) 838-0549 X1132
jkrejczyk@lockport.org

Electric
Authority:
ComEd
1910 S. Brigg St.
Joliet, IL 60433
800-334-7661



UTILITY NOTE

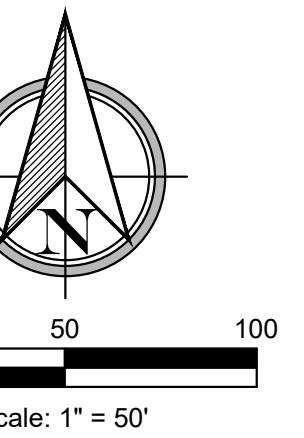
ALL UTILITIES, MAINS, SERVICE CONNECTIONS, AND STRUCTURES ARE APPROXIMATE ONLY AND WERE OBTAINED FROM RECORDS MADE AVAILABLE TO THE ENGINEER. THERE MAY BE OTHER EXISTING UTILITIES, MAINS, SERVICE CONNECTIONS, AND STRUCTURES NOT KNOWN AND NOT SHOWN ON THESE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION, DEPTH, AND SIZE OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CALL J.U.L.I.E. FOR UTILITY LOCATES A MINIMUM OF 48-HOURS PRIOR TO DIGGING. REVIEW EXISTING UTILITY RECORDS SUPPLIED BY THE ENGINEER AND PERFORM EXPLORATORY DIGGING AS NECESSARY TO VERIFY UTILITIES PRIOR TO ORDERING MATERIALS AND CONSTRUCTION OF IMPROVEMENTS.

NOTE: ALL PUBLIC AND PRIVATE STORM SEWER, SANITARY SEWER AND WATERMAIN BE SPECIFIED, INSTALLED AND TESTED ACCORDING TO THE REQUIREMENTS OF THE CITY OF LOCKPORT CITY DEVELOPMENT CODE AND STANDARD DETAILS.

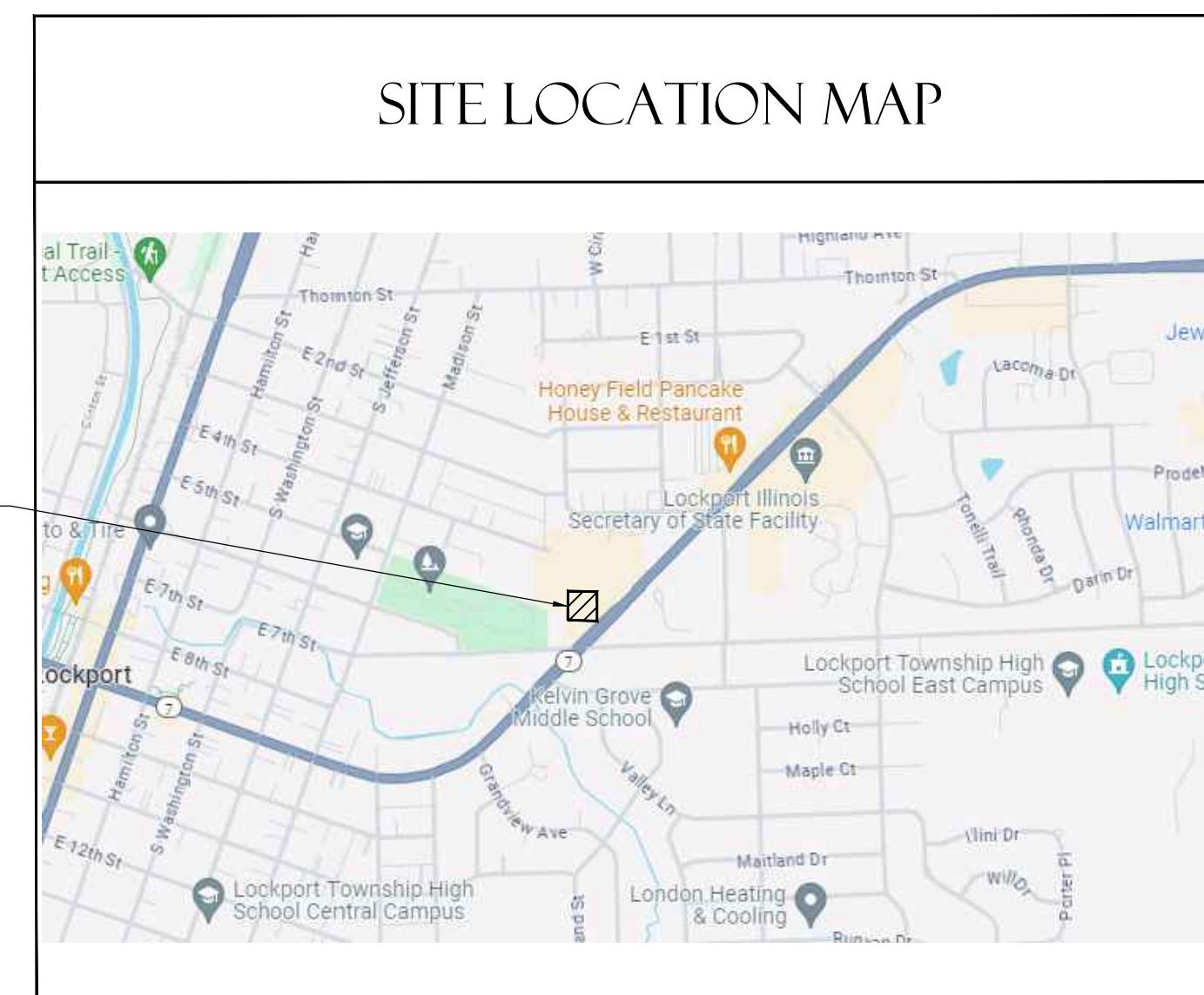
SPECIFICATIONS AND STANDARDS

THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LOCKPORT CODE OF ORDINANCES AND DETAILED DRAWINGS, CURRENT EDITION OF ILLINOIS STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION WHERE REFERENCED AND THE ILLINOIS ACCESSIBILITY CODE.

NOTE:
CITY OF LOCKPORT DEVELOPMENT CODE AND STANDARD DETAILS SHOULD TAKE PRECEDENCE IN THE EVENT OF ANY CONFLICTS.



PROJECT LOCATION

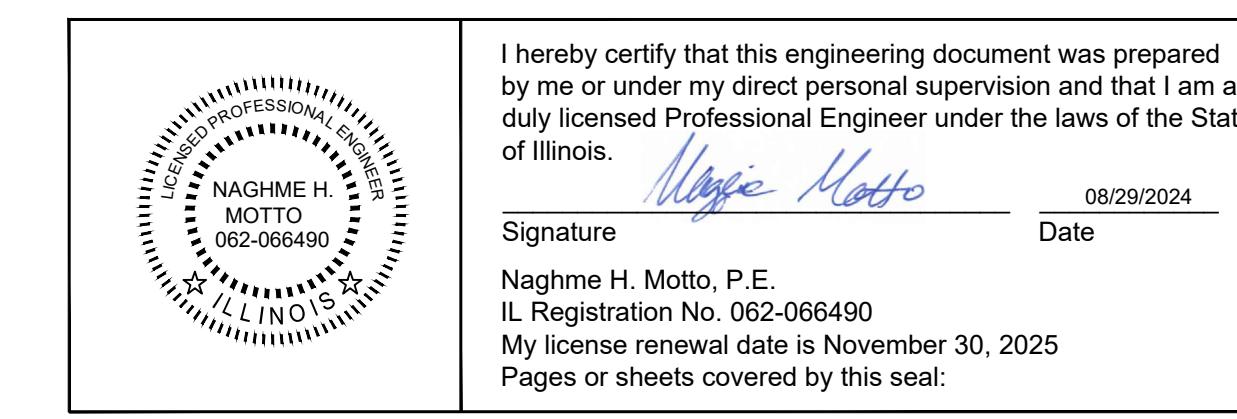


GENERAL NOTES:

- ALL IMPROVEMENTS SHOWN SHALL COMPLY WITH THE ILLINOIS STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, THE CITY OF LOCKPORT SPECIFICATIONS, AND THE ILLINOIS ACCESSIBILITY CODE.
- LOCATION OF UNDERGROUND UTILITIES SHOULD BE CONSIDERED AS APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT EACH UTILITY COMPANY OR J.U.L.I.E. FOR LOCATION OF EXISTING LINES IN OR NEAR THE CONSTRUCTION AREA.
- CONTRACTOR SHALL PROTECT ALL ABOVE AND BELOW GRADE EXISTING UTILITIES, PAVED STREETS AND OTHER ITEMS TO REMAIN, INCLUDING ANY NOT SHOWN IN THE PLANS. CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY OF ANY MAJOR CONFLICTS BETWEEN THE DRAWING AND THE EXISTING FEATURES. DAMAGE TO EXISTING UTILITIES, PAVING OR OTHER ITEMS SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
- IMMEDIATELY NOTIFY ENGINEER OF UNEXPECTED SUB-SURFACE CONDITIONS. DISCONTINUE WORK IN AREA UNTIL NOTIFIED BY ENGINEER TO RESUME WORK.
- NOTIFY ENGINEER OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND DRAWINGS BEFORE PROCEEDING WITH WORK.
- TOPOGRAPHIC SURVEY FOR THE SITE WAS PROVIDED BY LANDMARK ENGINEERING LLC. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING CONSTRUCTION LAYOUT FOR ALL GRADES.
- CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING CONSTRUCTION LAYOUT FOR ALL GRADES.
- OWNER WILL PROVIDE AND PAY FOR A QUALITY CONTROL AND TESTING FIRM IF DEEMED NECESSARY TO CONFIRM FIELD COMPLIANCE WITH SPECIFICATIONS.
- THE CONTRACTOR IS REQUIRED TO OBTAIN AND MAINTAIN WHATEVER LICENSE, BONDING AND PERMITTING AS REQUIRED BY THE CITY OF LOCKPORT.

CONSTRUCTION STAKING AND LAYOUT NOTES:

- CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING CONSTRUCTION LAYOUT FOR ALL CONSTRUCTION.
- STAKING ELEVATIONS SHALL BE OBTAINED FROM THE PRINTED PLANS. IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THE PRINTED PLANS AND THE ELECTRONIC FILES BEFORE PROCEEDING WITH WORK.
- ELECTRONIC AUTODESK CIVIL3D FILES WILL BE PROVIDED TO AID CONSTRUCTION LAYOUT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LAYOUT THE LOCATIONS AND GRADES BASED ON THE PRINTED PLANS, USING THE PROVIDED ELECTRONIC FILES FOR ASSISTANCE. IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THE PRINTED PLANS AND THE ELECTRONIC FILES BEFORE PROCEEDING WITH WORK.
- VERIFY ALL COORDINATES PRIOR TO CONSTRUCTION. CHECK HORIZONTAL AND VERTICAL INFORMATION INCLUDING BUT NOT LIMITED TO ALIGNMENTS, LOCATIONS, ELEVATIONS, AND DIMENSIONS, THAT EITHER THE PLANS SHOW OR THE ENGINEER PROVIDES, FOR COMPATIBILITY WITH EXISTING FIELD CONDITIONS. NOTIFY ENGINEER OF ANY DISCREPANCIES OR CONFLICTS FOR REVIEW PRIOR TO STAKING.
- IMMEDIATELY NOTIFY ENGINEER OF UNEXPECTED SUB-SURFACE CONDITIONS. DISCONTINUE WORK IN AREA UNTIL NOTIFIED BY ENGINEER TO RESUME WORK.
- NOTIFY ENGINEER OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND DRAWINGS BEFORE PROCEEDING WITH WORK.
- PAVING DIMENSIONS SHOWN ARE TO BACK OF CURB AND EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.
- RADIIS ARE TO EDGE OF PAVEMENT OR TO BACK OF CURB LINE LOCATION UNLESS NOTED OTHERWISE.



ILLINOIS DESIGN FIRM NO.: 184.006777

SCOOTER'S COFFEE
920 East 9th Street
Lockport, IL

jmcd project no. 24.011863.2505
designed by: mhm
drawn by: dt
checked by: mhm
date: 08.05.2024
INDEX, LEGEND & OVERALL LAYOUT
C-0



GENERAL NOTES - CIVIL DESIGN

1. ALL WORK SHALL BE PERFORMED IN GENERAL CONFORMANCE WITH THE APPLICABLE SECTIONS OF THE ILLINOIS DOT STANDARD SPECIFICATIONS, LATEST EDITION AND THE REQUIREMENTS OF THE CITY OF LOCKPORT.
2. DEMOLITION OF EXISTING STRUCTURE. DEMOLITION WORK REQUIRES REMOVAL AND DISPOSAL OFF-SITE OF THE FOLLOWING: WOOD, MASONRY, AND VARIOUS OTHER MATERIAL STRUCTURES INCLUDING ALL ITEMS INSIDE, FOOTINGS, FOUNDATIONS AND MISCELLANEOUS EXTERIOR STRUCTURES INCLUDING GARAGES, OUT BUILDINGS, SHEDS, FENCES, ORNAMENTAL BUSHES, WALKS, DRIVES, WALLS, LANDSCAPING AND OTHER ITEMS ASSOCIATED WITH THE PROPERTY. ALL ASBESTOS CONTAINING MATERIAL, IF ANY, WILL BE REMOVED FROM THE STRUCTURE(S) BY A SEPARATE CONTRACT PRIOR TO THE DEMOLITION OF THE STRUCTURE(S). NO WORK SHALL PROCEED UNTIL THE BUILDING HAS BEEN CERTIFIED CLEARED OF ASBESTOS.
3. THE CONTRACTOR IS REQUIRED TO OBTAIN AND MAINTAIN WHATEVER LICENSE, BONDING, AND PERMITTING AS REQUIRED BY THE CITY OF LOCKPORT.
4. CLEARING AND DEMOLITION. MARK AND PROTECT ITEMS TO BE SAVED, REUSED OR ATTACHED TO, CUT PRIOR TO REMOVAL AND DISPOSE OF REMOVAL MATERIALS IN AN APPROVED LANDFILL, RECYCLE MATERIAL WHERE POSSIBLE. REMOVE TREES COMPLETELY, INCLUDING STUMPS, REFILLING AND COMPACTING EXCAVATIONS.
5. TRAFFIC CONTROL. CONDUCT DEMOLITION OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION (CITY OF LOCKPORT). PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS, IF REQUIRED BY GOVERNING REGULATIONS. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN THE PROJECT AREA TO THE SATISFACTION OF THE APPLICABLE LOCAL REGULATORY AGENCIES, THE LOCAL PUBLIC AGENCY, AND THE CITY.
6. ELECTRIC AND COMMUNICATION LINES SHALL BE INSTALLED PER PLANS PRIOR TO FINAL PAVING.

GENERAL NOTES

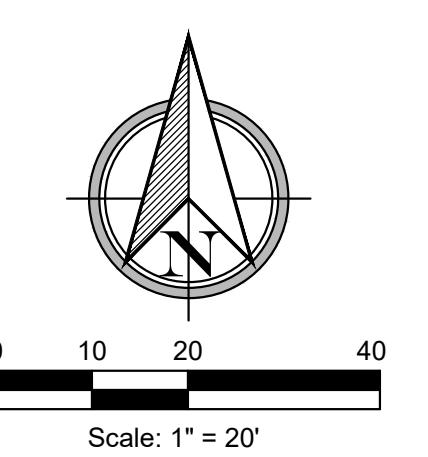
1. PRIOR TO ANY EXCAVATION AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER AND/OR ENGINEER, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANIES' REPRESENTATIVES TO DETERMINE POSSIBLE UTILITY LOCATIONS AND DEPTHS. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE RESULTING FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
2. PROTECT ALL ITEMS WITHIN THE CONTRACT LIMITS NOT INDICATED TO BE REMOVED.
3. ANY EXISTING FACILITIES THAT ARE DAMAGED DUE TO CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. SAWCUT EDGES OF PAVEMENT FULL DEPTH PRIOR TO REMOVAL TO PREVENT DAMAGE TO ADJACENT SLABS AND FIXTURES.
5. CONTRACTOR SHALL KEEP REQUIRED AREAS SECURE WHEN FENCING OR OTHER BARRIERS ARE NECESSARILY REMOVED.
6. IMMEDIATELY NOTIFY ENGINEER OF UNEXPECTED SUB-SURFACE CONDITIONS. DISCONTINUE WORK IN AREA UNTIL NOTIFIED BY ENGINEER TO RESUME WORK.
7. ALL DIMENSIONS SHOWN ARE TO BACK OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
8. NOTIFY UTILITY COMPANIES TO REMOVE AND RELOCATE UTILITIES IF NEEDED.
9. COORDINATE WITH OWNER WHEN SCHEDULING DISCONNECTION OF UTILITIES OR SERVICE DISRUPTIONS.
10. IDOT CA-7 GRANULAR TRENCH BACKFILL TO BE USED WHEN ANY PORTION OF THE TRENCH IS WITHIN 5 FEET OF PROPOSED OR EXISTING PAVEMENT, SIDEWALK, CURB
11. & gutter or driveways ALL CONSTRUCTION DEBRIS SHALL BE DISPOSED OF PROPERLY OFF-SITE.
12. ALL UTILITY LIDS AND COVERS NOT DESIGNATED TO BE REMOVED OR RELOCATED SHALL BE ADJUSTED TO FINAL GRADE.

* PROPOSED SITE WORK IN THE 159TH STREET ROW IS TO BE DONE BY OTHERS

SCOOTERS COFFEE
920 E 9th Street
Lockport, IL

EXISTING
CONDITIONS
& DEMO PLAN

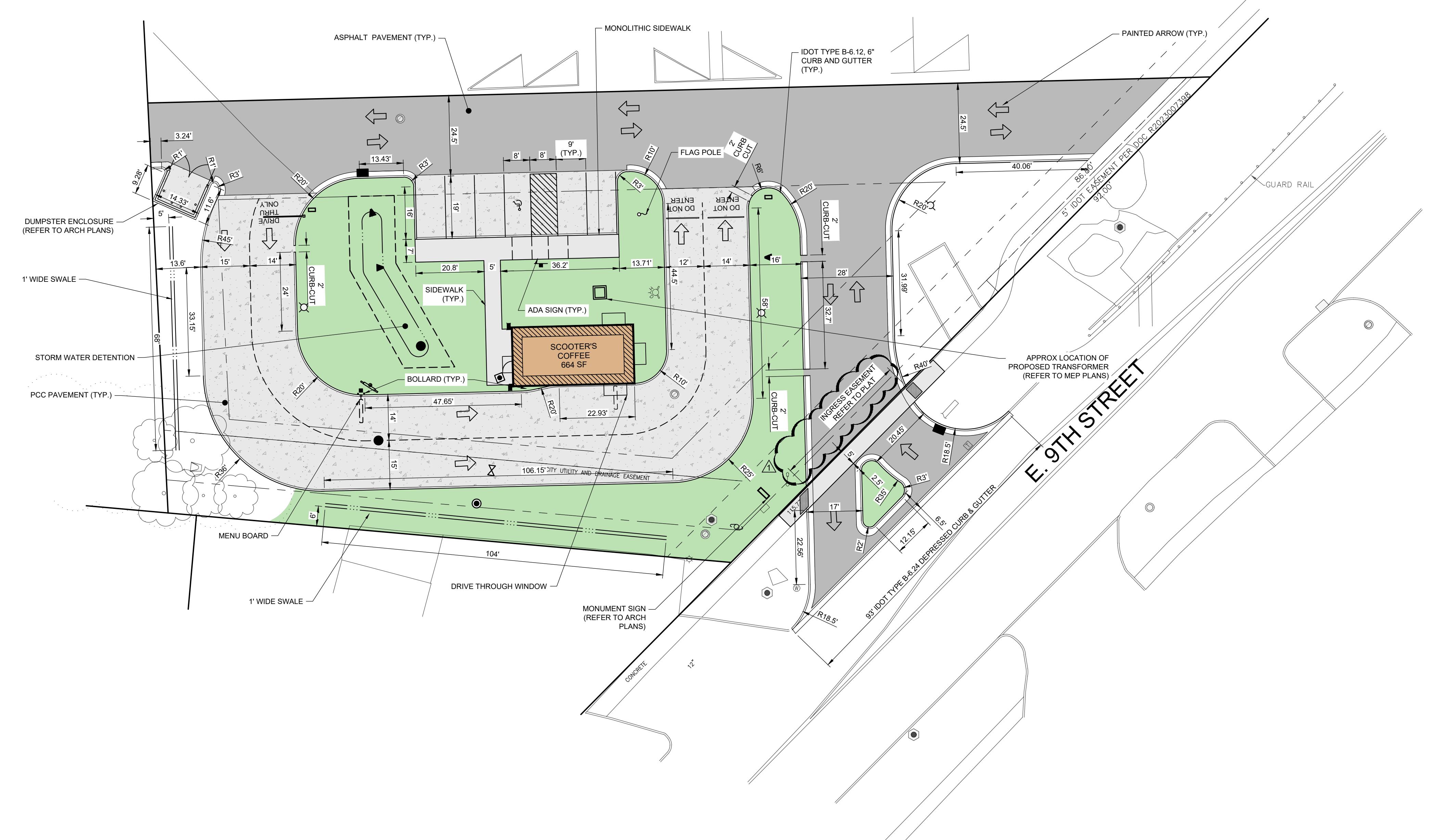
C-1



PCC PAVING AND SIDEWALK NOTES:

1. PORTLAND CEMENT CONCRETE (PCC) PAVEMENT AND DRIVEWAY MATERIALS AND INSTALLATION SHALL CONFORM TO IDOT SECTIONS 420 AND 423 AND CITY OF LOCKPORT CONSTRUCTION STANDARDS.
2. PCC SIDEWALK CONSTRUCTION SHALL COMPLY WITH IDOT SECTION 424 AND CITY OF LOCKPORT CONSTRUCTION STANDARDS.
3. MATERIALS:
 - A. PCC FOR PAVEMENT AND DRIVEWAYS SHALL BE CLASS PV AND FOR SIDEWALKS SHALL BE CLASS SI IN COMPLIANCE WITH IDOT SECTION 1020. PROVIDE FROM AN IDOT CERTIFIED SOURCE, MEETING ALL OF THE FOLLOWING CHARACTERISTICS: COMPRESSIVE STRENGTH AT 28 DAYS: 4,000 PSI. SLUMP: 2 1/2" MAXIMUM FOR MACHINE FINISH, 4" MAXIMUM FOR HAND FINISH. AIR ENTRAINMENT: 5 - 8 PERCENT.
 - B. DOWEL BARS: EPOXY COATED COMPLYING WITH IDOT SECTION 1006.11.
 - C. REINFORCEMENT BARS: EPOXY COATED COMPLYING WITH IDOT SECTION 1006.10.
 - D. LIQUID CURING COMPOUND: WHITE PIGMENTED IN COMPLIANCE WITH IDOT SECTION 1022, TYPE III.
 - E. JOINT SEALER (FOR PAVEMENT AND DRIVEWAYS): COLD-POURED OR HOT-POURED JOINT SEALER COMPLYING WITH IDOT SECTIONS 1050.01 AND 1050.02.
 - F. PROTECTIVE ANTI-SPALLING AGENT: PROTECTIVE COATING IN COMPLIANCE IDOT SECTION 1023. SEALANT SHALL BE A NON "GLOSSY" TYPE THAT DOES NOT AFFECT SURFACE TEXTURE.
4. SAW CUT PERIMETER OF REMOVAL AREAS FULL DEPTH. REMOVE EXISTING PAVEMENT AND EXCAVATE TO SOUND SUBBASE MATERIAL.
5. SAW CUT AND REMOVE SIDEWALK TO THE NEAREST JOINT BEYOND REMOVAL LIMITS SHOWN IN THE DRAWINGS.
6. SEE GRADING NOTES FOR SUBGRADE PREPARATION AND AGGREGATE SUBBASE REQUIREMENTS.
7. PLACING CONCRETE:
 - A. PROVIDE CONCRETE WASH-OUT LOCATION PRIOR TO PAVING.
 - B. PROCEED WITH CONCRETE PLACEMENT WHEN AIR TEMPERATURE IS AT LEAST 34° F AND RISING. DISCONTINUE CONCRETE PLACEMENT WHEN THE AIR TEMPERATURE IS 38° F AND FALLING, OR IF THE TEMPERATURE STOPS RISING AND DOES NOT REACH 38° F.
 - C. MIXING AND MANAGEMENT OF FRESH CONCRETE, INCLUDING TRANSPORTATION TIME, SHALL BE PER IDOT SECTION 420.
 - D. ENSURE THAT THE TOP 1 INCH OF THE AGGREGATE SUBBASE IS UNIFORMLY MOIST PRIOR TO PAVING.
 - E. DO NOT PLACE CONCRETE WHEN STORMY OR INCLEMENT WEATHER OR TEMPERATURE PREVENTS GOOD WORKMANSHIP.
 - F. DO NOT PLACE CONCRETE ON A FROZEN SUBGRADE OR SUBBASE.
 - G. AT THE TIME OF PLACEMENT, CONCRETE MUST HAVE A TEMPERATURE OF AT LEAST 40 DEGREES.
8. CURBS AND GUTTERS, DRIVEWAYS, AND PCC PATCHING SHALL HAVE ARTIFICIAL TURF FINISH MATCHING ADJACENT PAVEMENT. SIDEWALKS SHALL HAVE STRAIGHT BROOM FINISH, SMOOTH CORNERS, AND TROWELED JOINT EDGES.
9. JOINTS:
 - A. MARK JOINT LOCATIONS WITH A STRING LINE BEFORE SAWING.
 - B. PROVIDE TIED JOINTS BETWEEN ADJACENT POURS.
 - TRANSVERSE JOINTS: #6 X 30" @ 12" ON CENTER, EPOXY COATED.
 - LONGITUDINAL JOINTS: KEYWAY WITH #5 X 30" @ 30" ON CENTER, EPOXY COATED.
 - C. CONTRACTION JOINTS SHALL BE SAWED TO ONE-FOURTH OF SLAB THICKNESS.
 - D. BEGIN ALL TRANSVERSE JOINT SAWING AS SOON AS THE CONCRETE HAS HARDENED SUFFICIENTLY TO ALLOW SAWING WITHOUT RAVELING OR MOVING OF AGGREGATE. SAW JOINTS BEFORE UNCONTROLLED CRACKING TAKES PLACE.
 - E. SAW LONGITUDINAL PAVEMENT JOINTS WITHIN 24 HOURS OF CONCRETE BEING PLACED.
 - F. SIDEWALK JOINTS SHALL BE TOOLED.
 - G. JOINTS SHALL BE FILLED WITH HOT-POURED JOINT COMPOUND FOR ALL PAVED SURFACES EXCEPT SIDEWALKS OR PATIOS. MINIMUM AMBIENT TEMPERATURE IN THE SHADE FOR APPLICATION OF HOT-POURED JOINT SEALER IS 50° F AND RISING.
 - H. PAVEMENT SHALL HAVE THE FOLLOWING MAXIMUM JOINT SPACING:

PCC PAVEMENT: 12" MAXIMUM.
CURB AND GUTTER (PRIVATE): 12" MAXIMUM.
CURB AND GUTTER (CITY): MATCH EXISTING SPACING, 15" MAXIMUM.
SIDEWALK: 6" MAXIMUM.
10. APPLY WHITE PIGMENTED LIQUID CURING COMPOUND ON THE SURFACE AND VERTICAL EDGES OF CONCRETE AS SOON AS THE FREE WATER HAS APPRECIABLY DISAPPEARED, BUT NO LATER THAN 30 MINUTES AFTER FINISHING.
11. WEATHER PROTECTION:
 - A. PROTECT PAVEMENT FROM RAIN DAMAGE. FAILURE TO PROPERLY PROTECT CONCRETE FROM RAIN DAMAGE MAY BE CAUSE FOR REMOVAL AND REPLACEMENT.
 - B. IF FORECAST INDICATES OVERNIGHT TEMPERATURES OF 35 DEGREES OR LOWER, PROTECT CONCRETE LESS THAN 36 HOURS OLD FROM COLD WEATHER USING INSULATION BLANKETS.
 - C. PROTECT CONCRETE DURING HOT WEATHER CONDITIONS TO PREVENT PREMATURE LOSS OF MOISTURE.
12. IF PAVEMENT CONSTRUCTION IS ALLOWED AFTER NOVEMBER 1, APPLY PROTECTIVE ANTI-SPALLING AGENT TO ALL CONCRETE APPROXIMATELY 28 DAYS AFTER PLACEMENT PER MANUFACTURER'S RECOMMENDATIONS AND IN COMPLIANCE WITH IDOT SECTION 420.18.



SITE LAYOUT NOTES:

1. ALL DIMENSIONS SHOWN ARE TO EDGE OF PAVEMENT OR BACK OF CURB UNLESS OTHERWISE NOTED.
2. RADII ARE DIMENSIONED TO EDGE OF PAVEMENT OR BACK OF CURB UNLESS NOTED OTHERWISE.
3. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING CONSTRUCTION LAYOUT.
4. IMMEDIATELY NOTIFY ENGINEER OF UNEXPECTED SUB-SURFACE CONDITIONS. DISCONTINUE WORK IN AREA UNTIL NOTIFIED BY ENGINEER TO RESUME WORK.
5. NOTIFY ENGINEER OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND DRAWINGS BEFORE PROCEEDING WITH WORK.
6. VERIFY JOINTING LAYOUTS WITH ENGINEER PRIOR TO CONSTRUCTION.
7. VERIFY LOCATION OF CURB CUTS WITH ENGINEER PRIOR TO CONSTRUCTION.
8. SIDEWALK CURB RAMPS SHALL BE BUILT IN ACCORDANCE WITH FEDERAL AND STATE ACCESSIBILITY STANDARDS.

PAVEMENT MARKING NOTES:

1. ALL PAVEMENT MARKINGS SHOULD BE THERMOPLASTIC.
2. PAINT SHALL BE SUITABLE FOR THE AIR TEMPERATURE AT THE TIME OF PLACEMENT.
3. VERIFY FINAL LAYOUT AND COLORS WITH OWNER PRIOR TO PLACEMENT.
4. SWEEP AND CLEAN SURFACE TO ELIMINATE LOOSE MATERIAL AND DUST. PAVEMENT SURFACE SHALL BE DRY.
5. APPLY PAINT WITH MECHANICAL EQUIPMENT TO PRODUCE PAVEMENT MARKINGS OF SPECIFIED DIMENSIONS WITH UNIFORM AND STRAIGHT EDGES. MINIMUM WET FILM THICKNESS SHALL BE 16 MILS.
6. ADA PARKING SHALL COMPLY WITH IL ADA REQUIREMENTS.

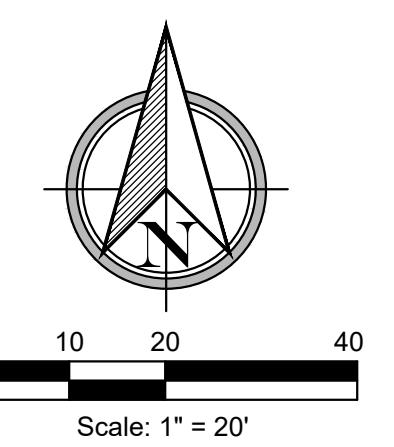
* PROPOSED SITE WORK IN THE 159TH STREET ROW IS
TO BE DONE BY OTHERS

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designed by: mhm
drawn by: mhm
checked by: mhm
date: 08.05.2024

SITE
PLAN

C-2

LENSING PROFESSIONAL ENGINEER
NAGHME H. MOTTO
2018
IOWA



revision

CITY COMMENTS

date

08.29.2024

no.

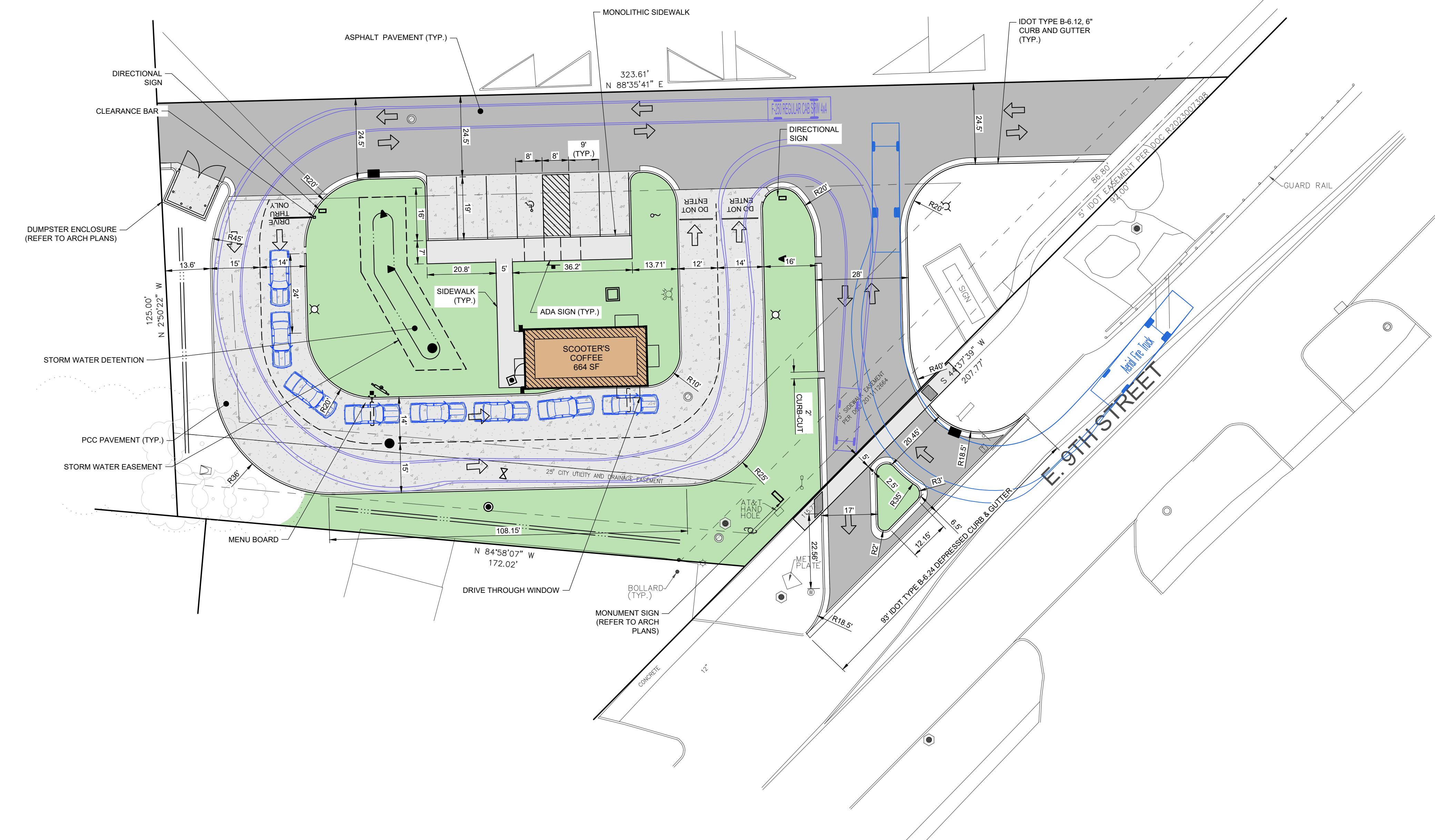
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date

08.29.2024



SCOOTERS COFFEE
920 E 9th Street
Lockport, IL

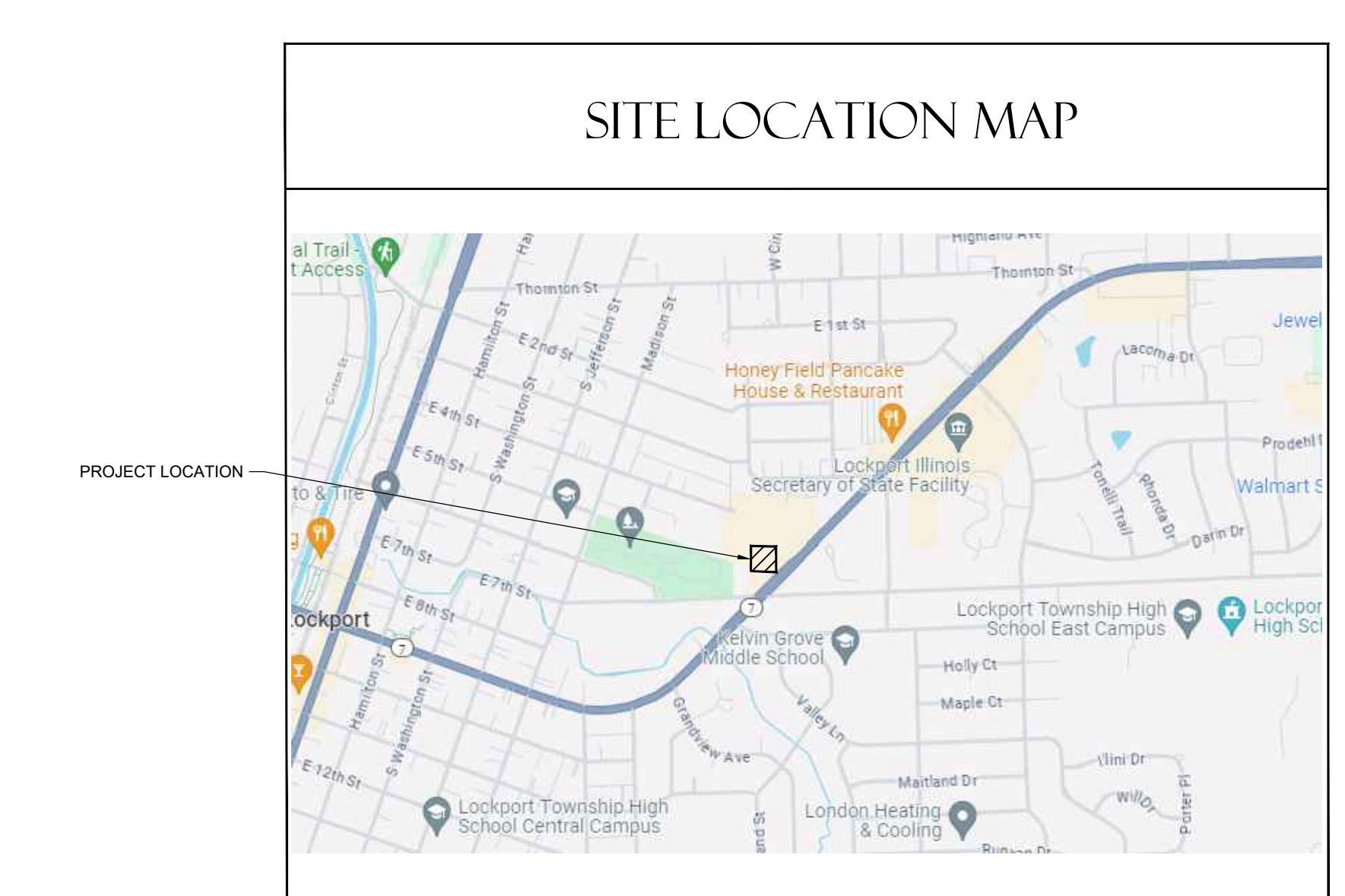


* PROPOSED SITE WORK IN THE 159TH STREET ROW IS
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Zoning: C2 - Community Commercial	
North	C2 - Commercial
South	C2 - Commercial
East	C2 - Commercial
West	C2 - Commercial
Setbacks Required:	Setback Provided:
Building Height:	35' 19'
Maximum Lot Coverage:	30% 2%
Maximum Impervious:	70% 59%
Min. Landscape Coverage:	30% 41%
Front: 35' (out of ROW)	59'
Side: 30'	48'
Rear: 20'	106'
Lot Area	0.76 AC
Building Information:	664 sq. ft

Total Area:	0.78 acres
Existing (acres)	0.57
Proposed (acres)	0.46
Impervious	73%
Pervious	27%

Parking : Scooter's Coffee	Required	Provided
Food Service Pick-up only: 1 per 400 square feet	2	6
ADA Spaces	1	1
Stacking: 8 stacking spaces per drive-up	8	11



C-2A

revision

CITY COMMENTS

date

08.29.2024

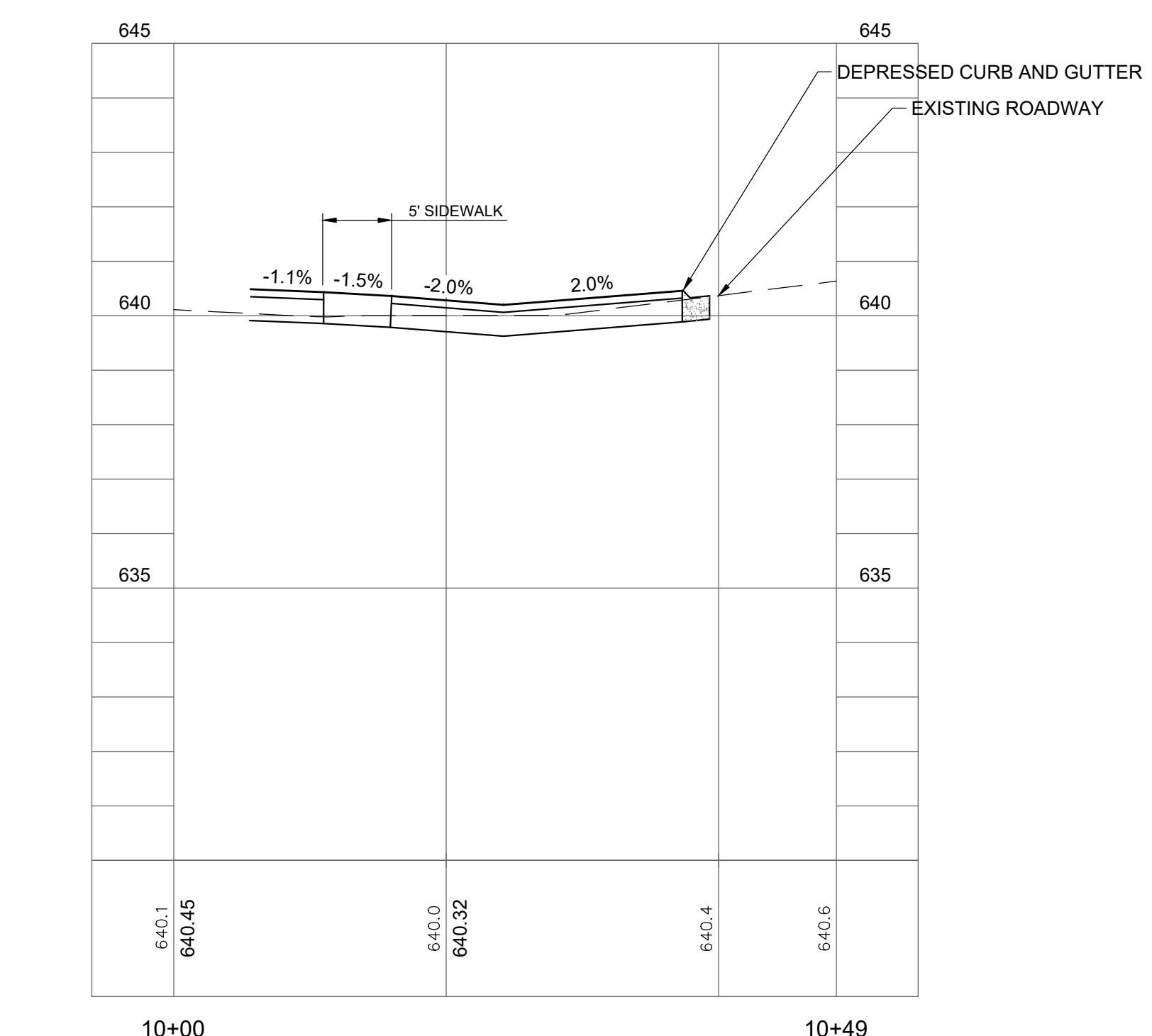
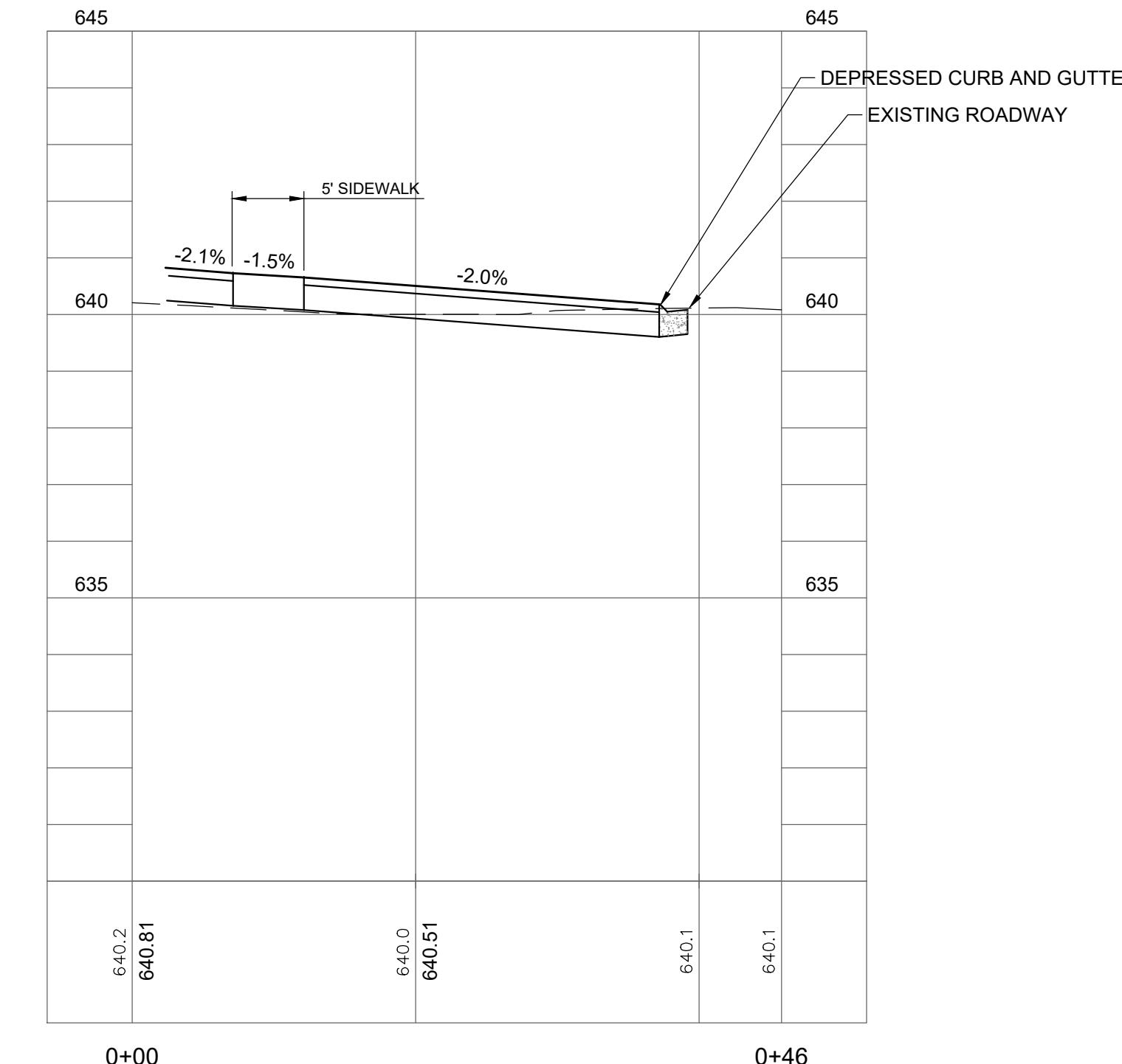
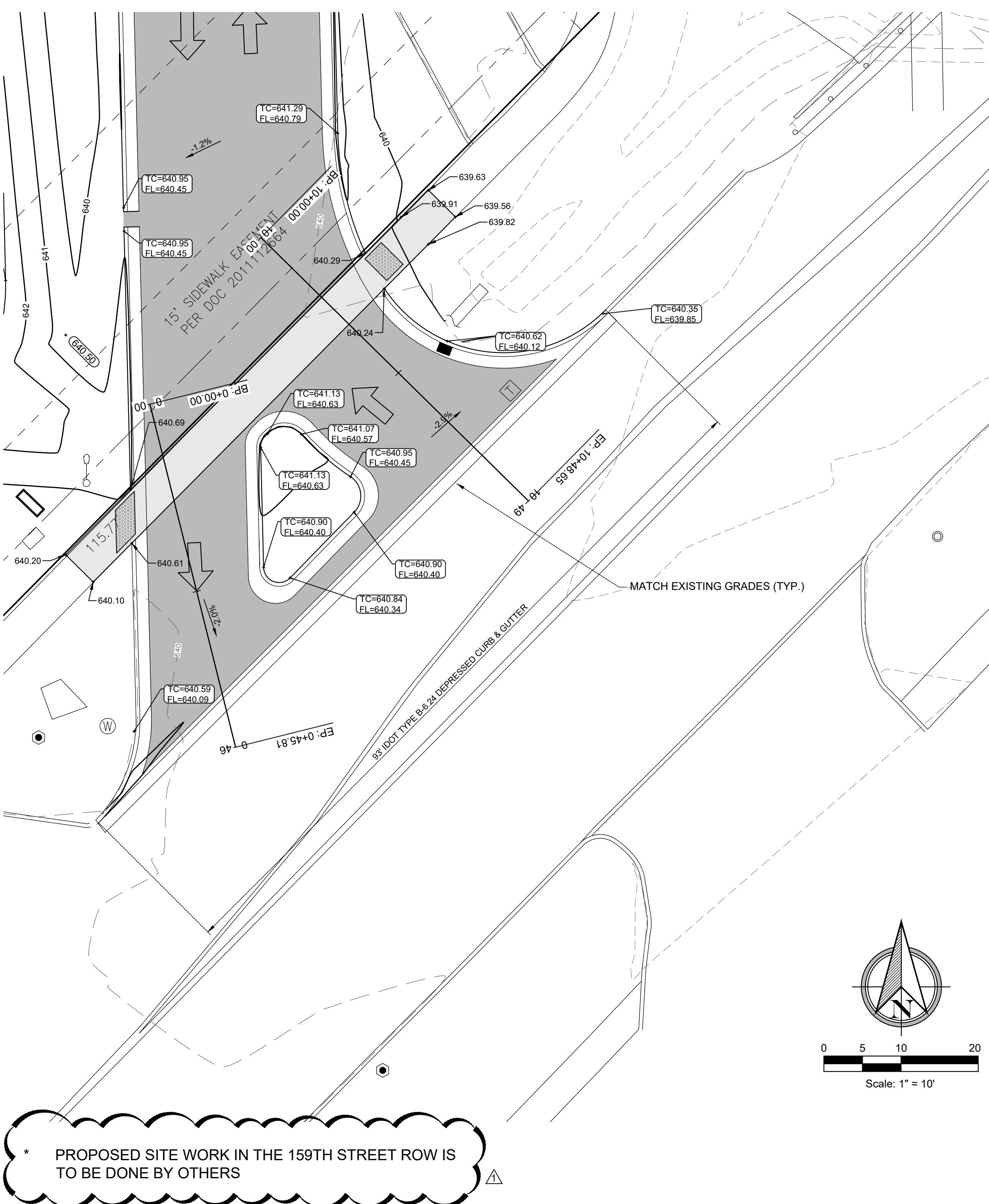
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Engineering consultants

5137 utica ridge road
davenport, ia 52807

www.rtmec.com

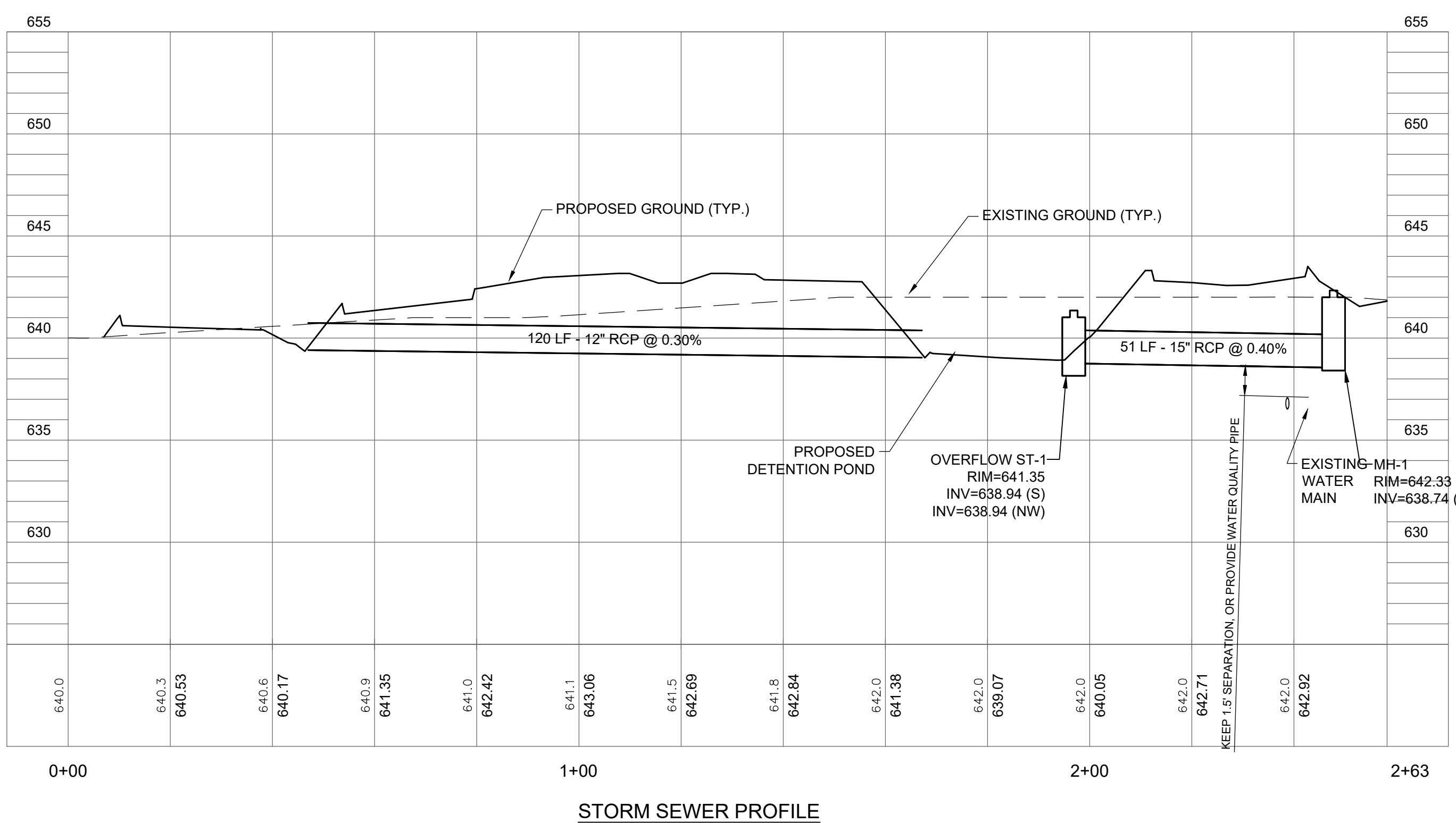


SCOOTERS COFFEE
920 East 9th Street
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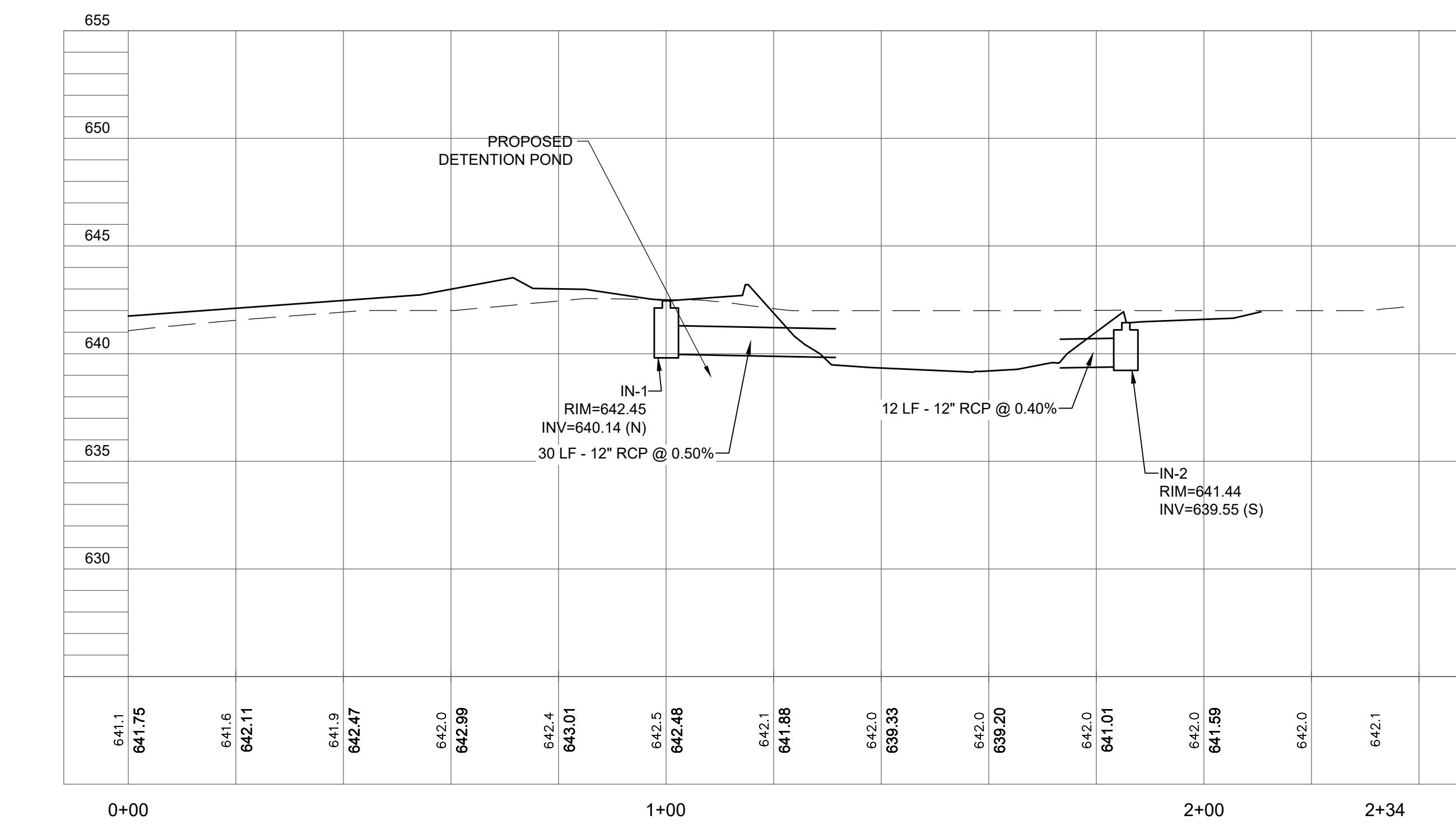
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drawn by: c
checked by: mhn
date: 08.05.2024

ENTRANCE GRADING

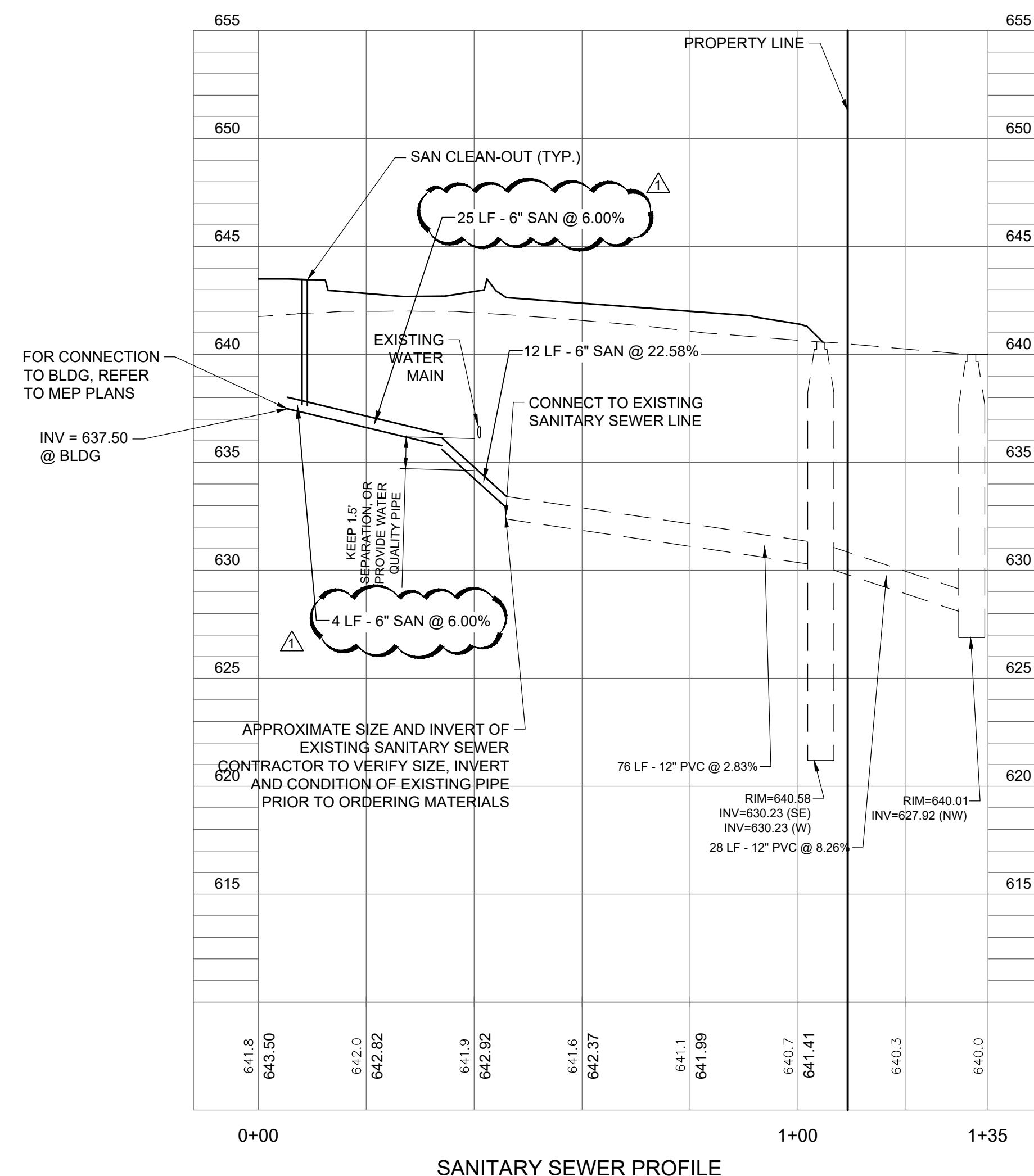
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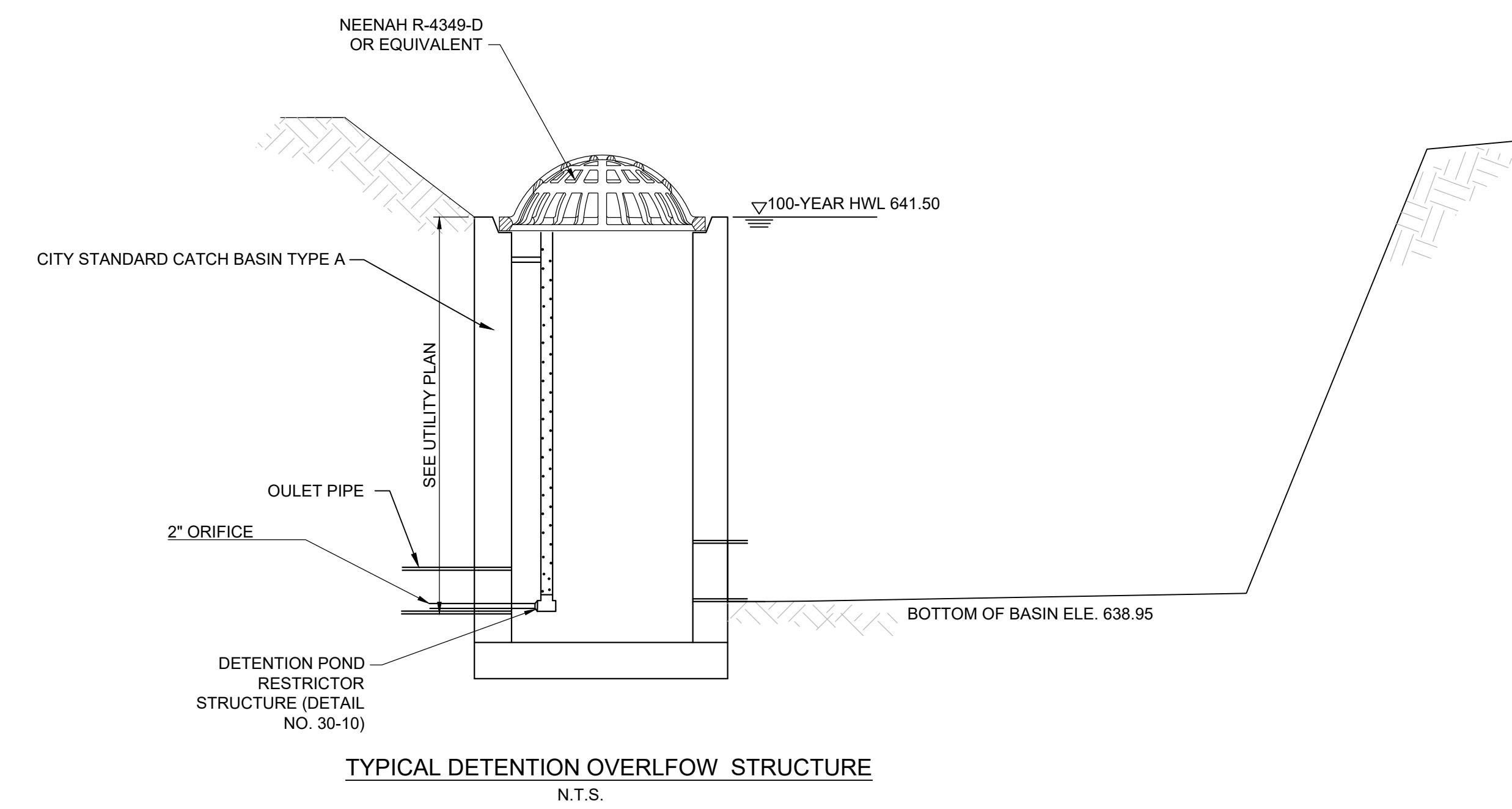
STORM SEWER PROFILE



STORM SEWER PROFILE



SANITARY SEWER PROFILE



TYPICAL DETENTION OVERFLOW STRUCTURE

SCOOTERS COFFEE
920 East 9th Street
Lockport, IL

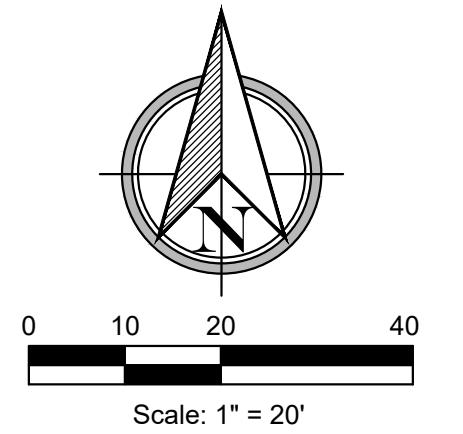
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drawn by:	dt
checked by:	mhm
date:	08.05.2024

UTILITY PROFILES

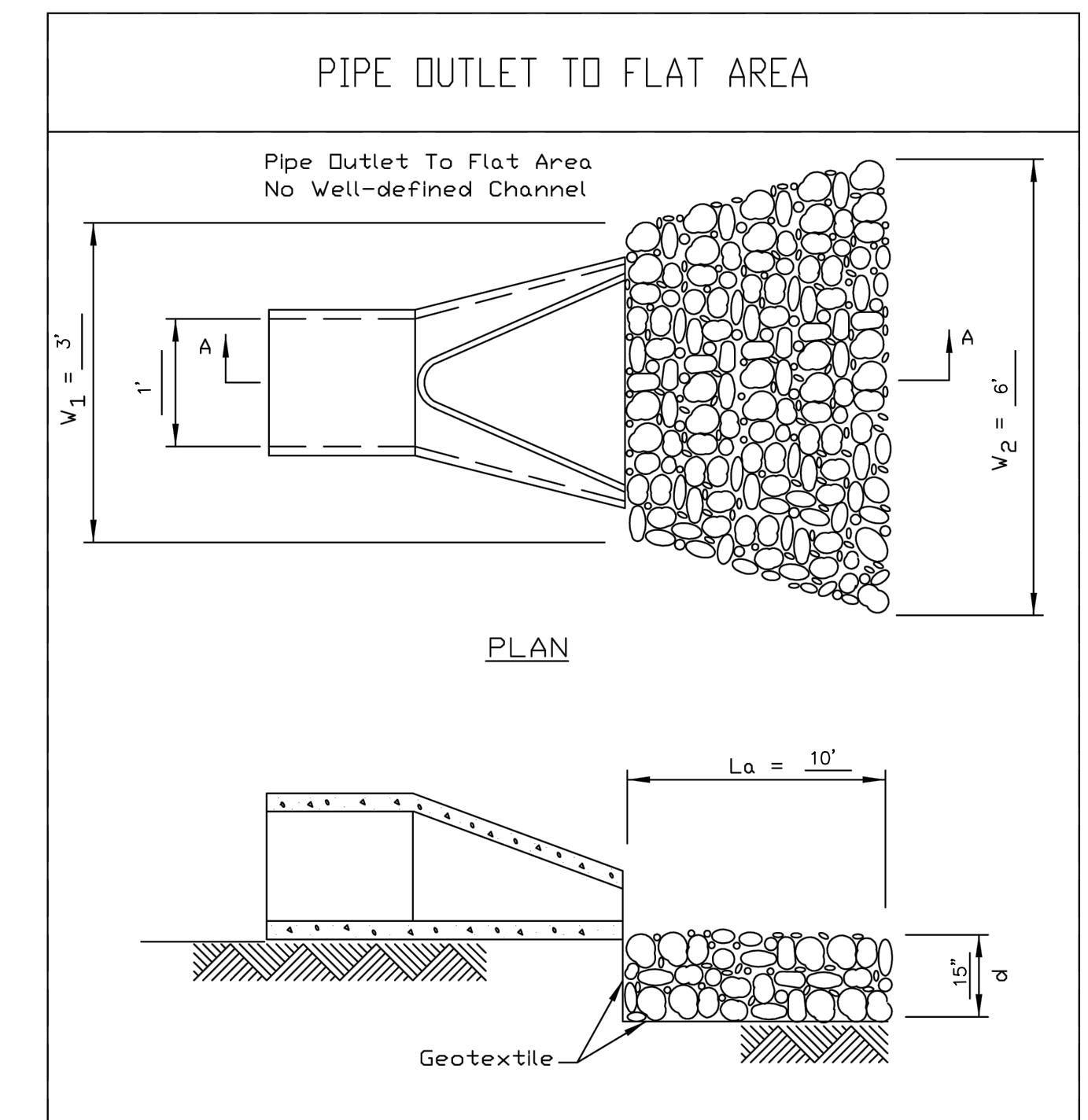
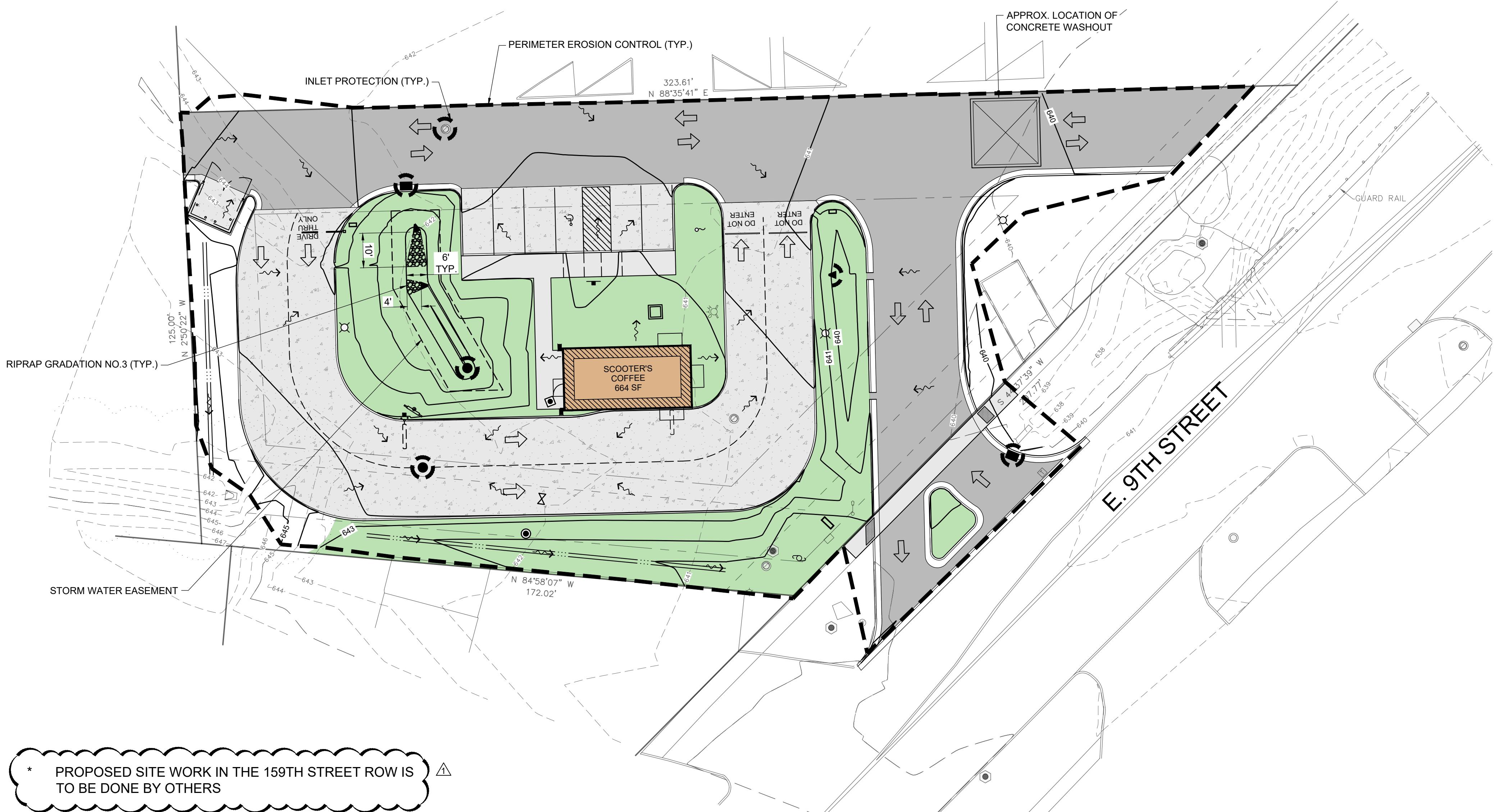
C-5

EROSION CONTROL NOTES:

1. CONTRACTOR SHALL ADHERE TO ALL CITY OF LOCKPORT EROSION AND SEDIMENTS CONTROL REGULATIONS, ILLINOIS URBAN MANUAL, AND ALL IEPa RULES AND REGULATIONS.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE, MONITOR, INSPECT, AND MAINTAIN SITE EROSION CONTROL BEST MANAGEMENT PRACTICES AT ALL TIMES.
3. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITH NO PONDING.
4. EROSION CONTROL MUST BE INSTALLED PRIOR TO ANY EARTH MOVING OPERATIONS (OR AS SOON AS PRACTICAL). IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSTALL EROSION CONTROL MEASURES INCLUDING SILT FENCE, SEDIMENT TRAPS, CHECK DAMS, DIVERSION SWALES, ETC. AS REQUIRED UNTIL VEGETATION IS ESTABLISHED.
5. LOCATION OF EROSION CONTROL BARRIER SHOWN ON PLAN IS APPROXIMATE ONLY. ACTUAL PLACEMENT TO BE DETERMINED BY CONTRACTOR AND RELOCATED AS NECESSARY DURING PROGRESSION OF CONSTRUCTION ACTIVITIES.
6. RUNS OF WATTLES, SILT FENCE, OR EROSION BARRIER SHALL NOT EXCEED 200 FEET.
7. THE LAST 20 FEET OF A RUN OF SILT FENCE OR EROSION BARRIER SHALL FLARE UP THE SLOPE OR IN THE DIRECTION FROM WHICH THE FLOW ORIGINATES.
8. INCORPORATE A MEANS OF EMERGENCY BYPASS TO PREVENT FLOODING DURING LARGE STORM EVENTS OR IF FILLED WITH SEDIMENT.
9. CONTRACTOR SHALL PREVENT OFF-SITE TRACKING OF SEDIMENT. ANY SEDIMENT DEPOSITED ON PUBLIC ROADWAYS SHALL BE REMOVED AS SOON AS PRACTICAL.
10. ALL DISTURBED AREA SHALL BE COVERED WITH TOP SOIL, FINE GRADED, SEEDED, AND FERTILIZED. AREA TO BE COVERED WITH EROSION CONTROL BLANKETS OR OTHER METHOD APPROVED BY ARCHITECT.
11. ALL DEVICES AND MATERIALS ARE TO BE REGULARLY CHECKED, CLEANED OUT, AND REPAIRED AS NEEDED AND IN ACCORDANCE WITH THE MANUFACTURER'S GUIDELINES.
12. IF NO ACTIVITY OCCURS OR IS ANTICIPATED FOR 14 DAYS, AREA SHALL BE STABILIZED WITHIN 7 DAYS OF LAST ACTIVITY.



Scale: 1" = 20'



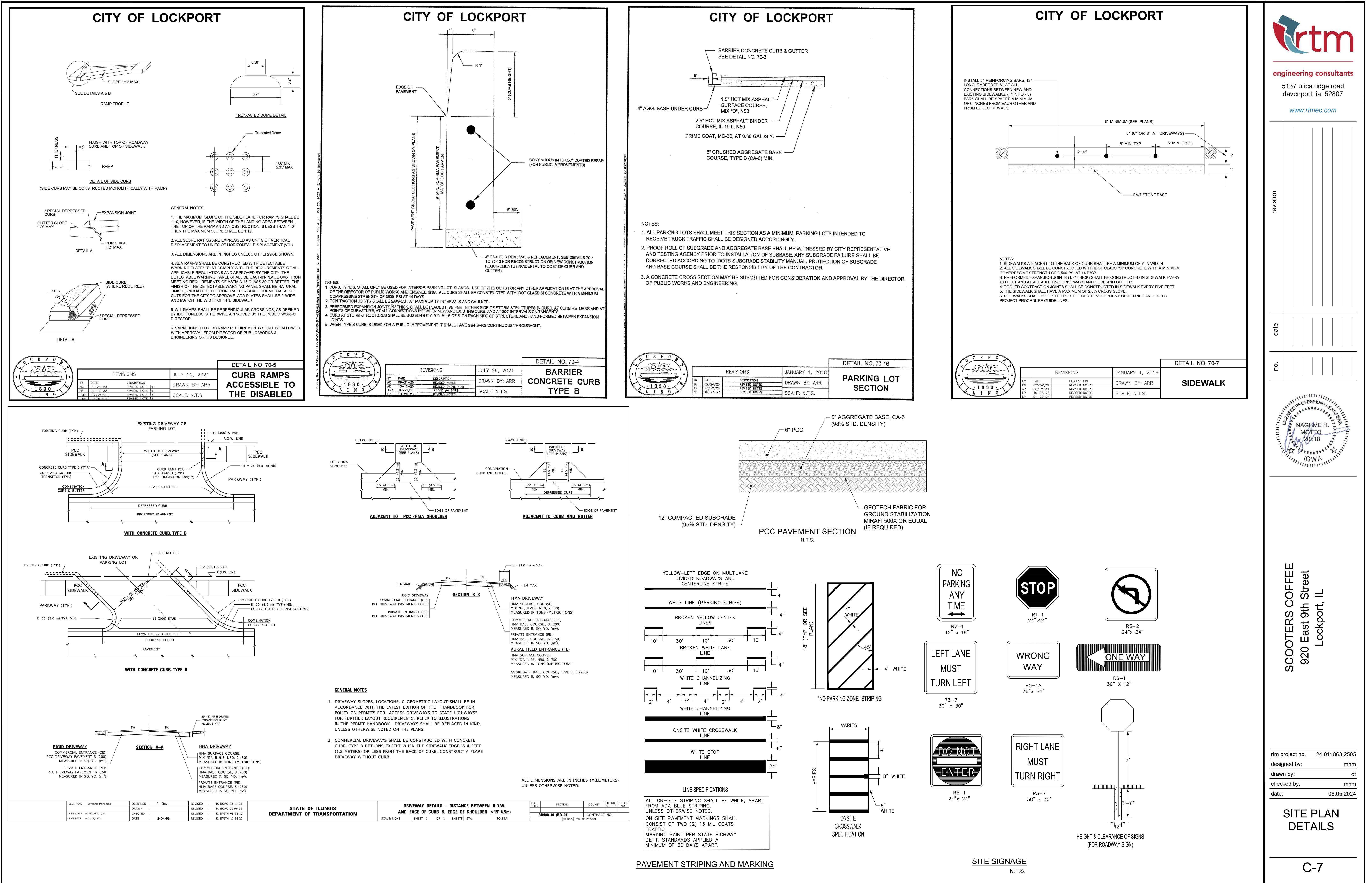
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Designed	_____	Date	IL-610
Checked	_____	Date	SHEET 1 OF 1
Approved	_____	Date	DATE 9-15-93

SCOOTER'S COFFEE
920 East 9th Street
Lockport, IL

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checked by: mh
date: 08.05.2024

EROSION
CONTROL
PLAN

C-6

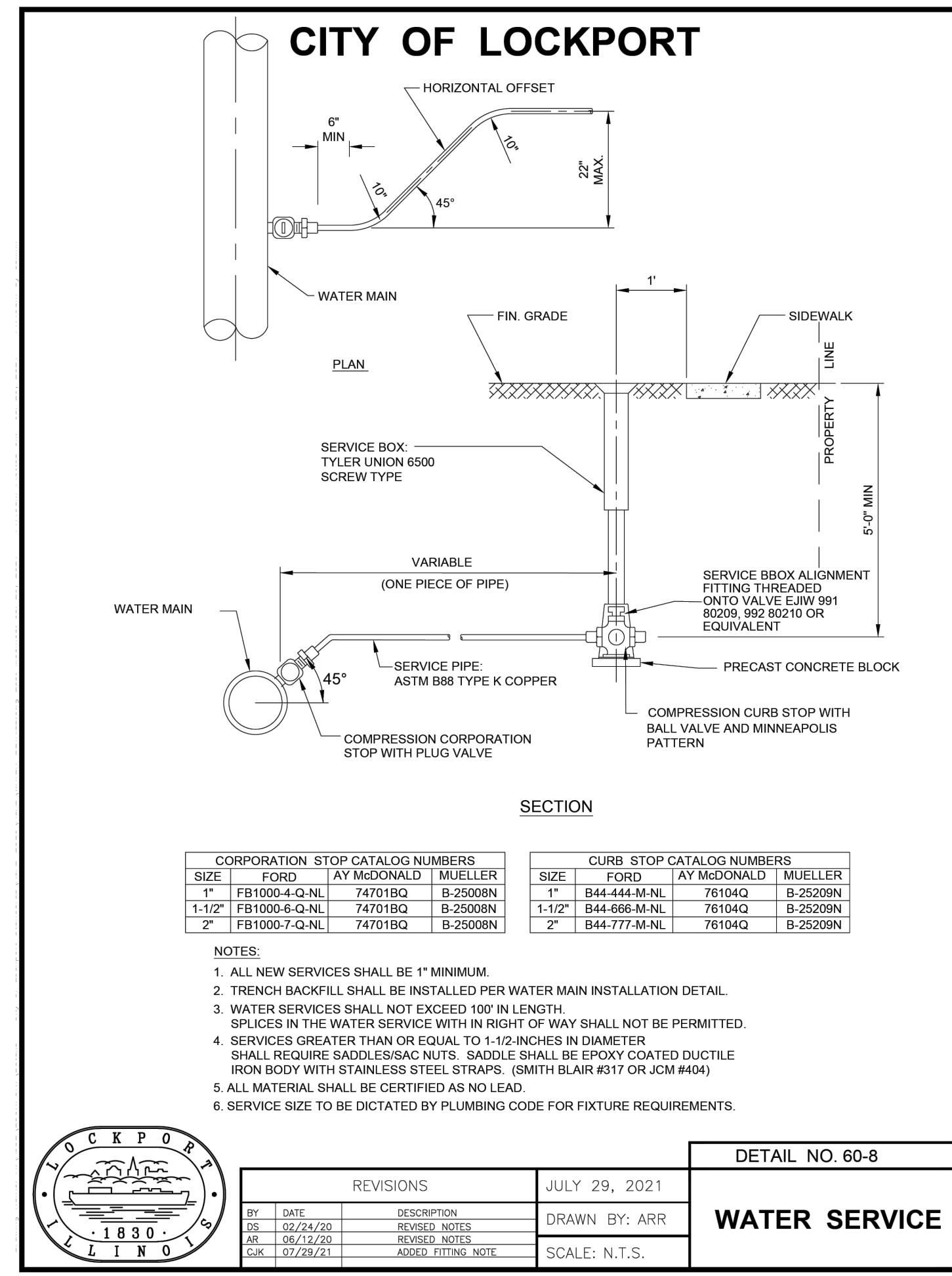
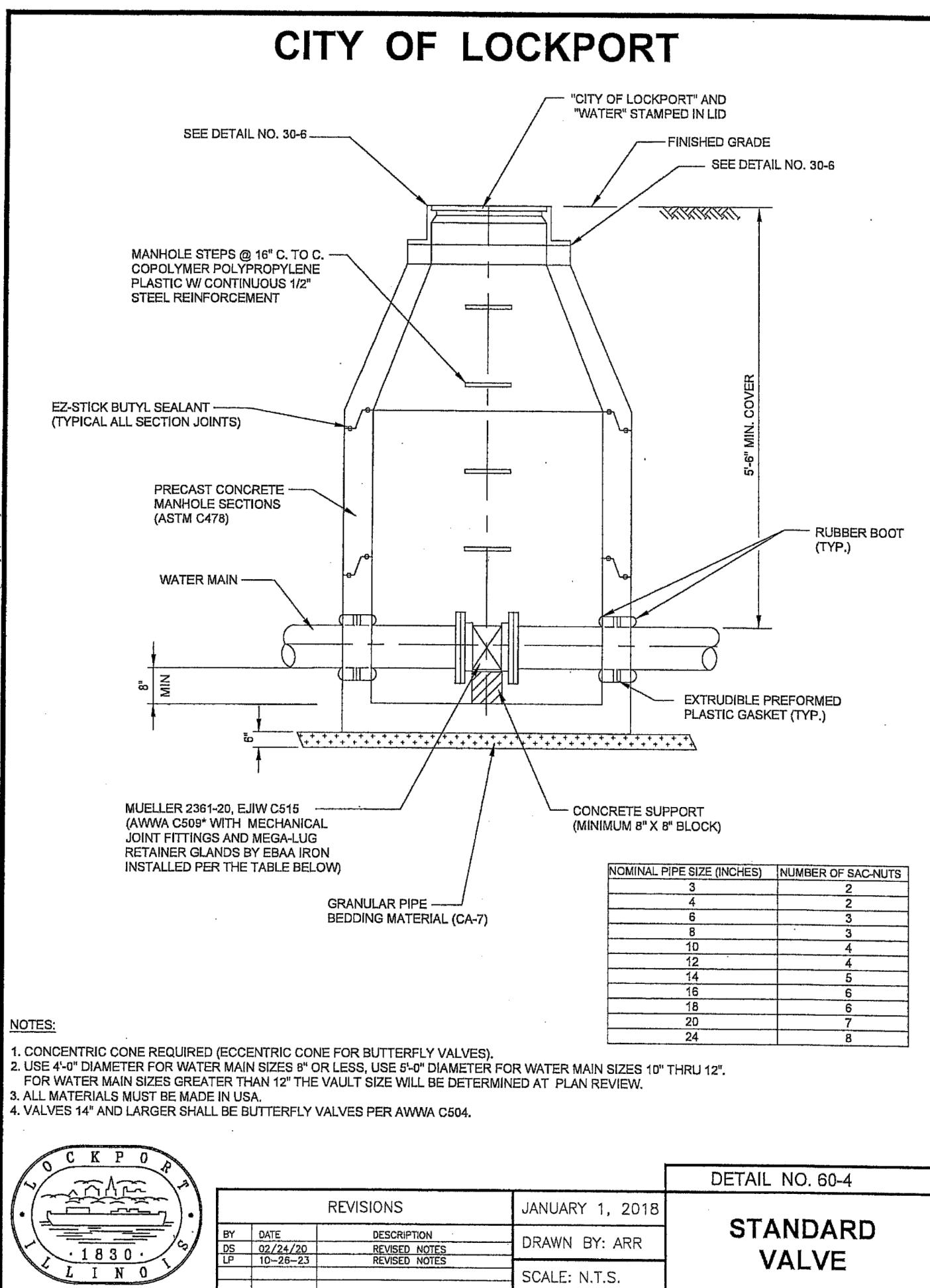
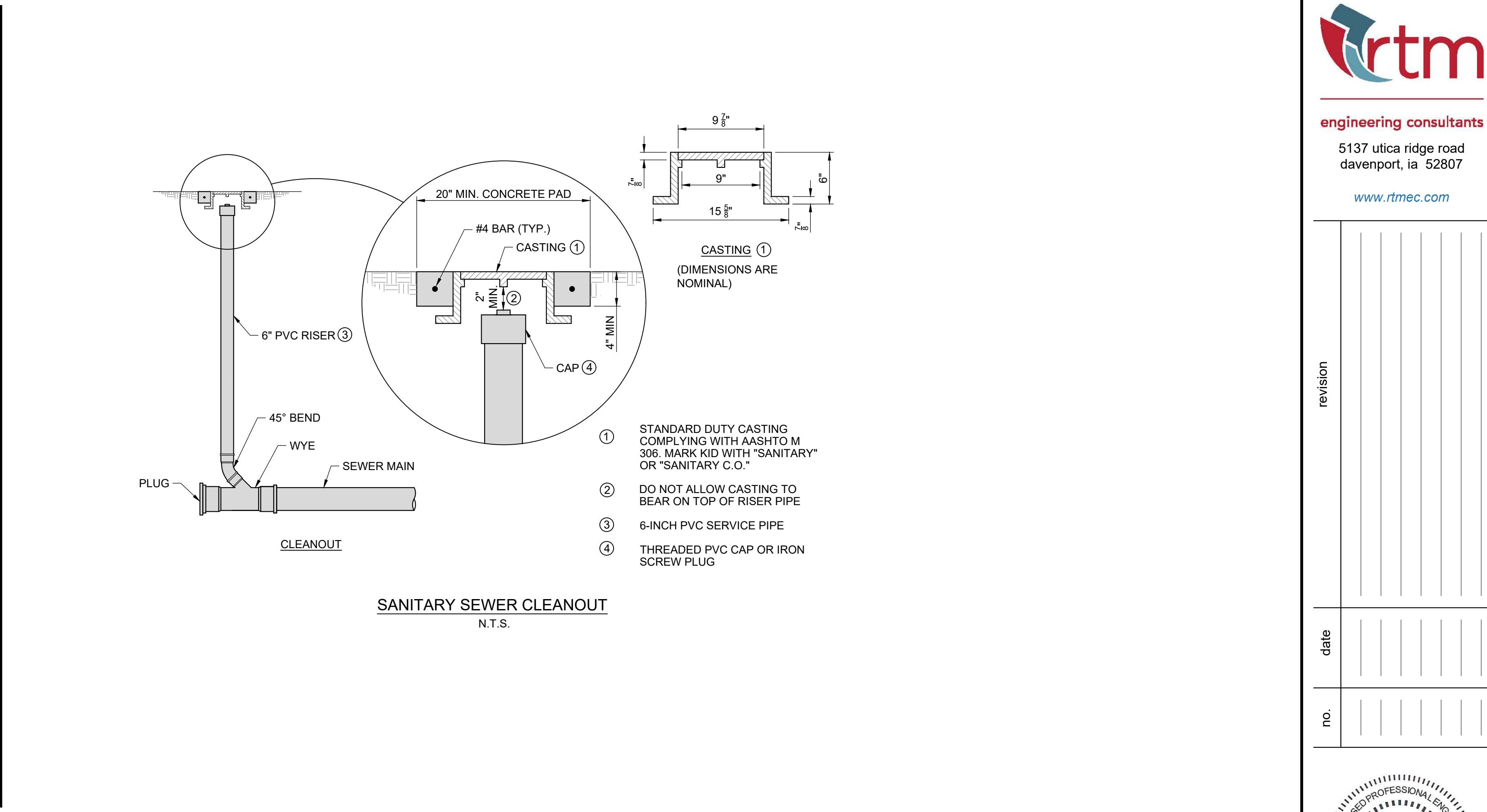
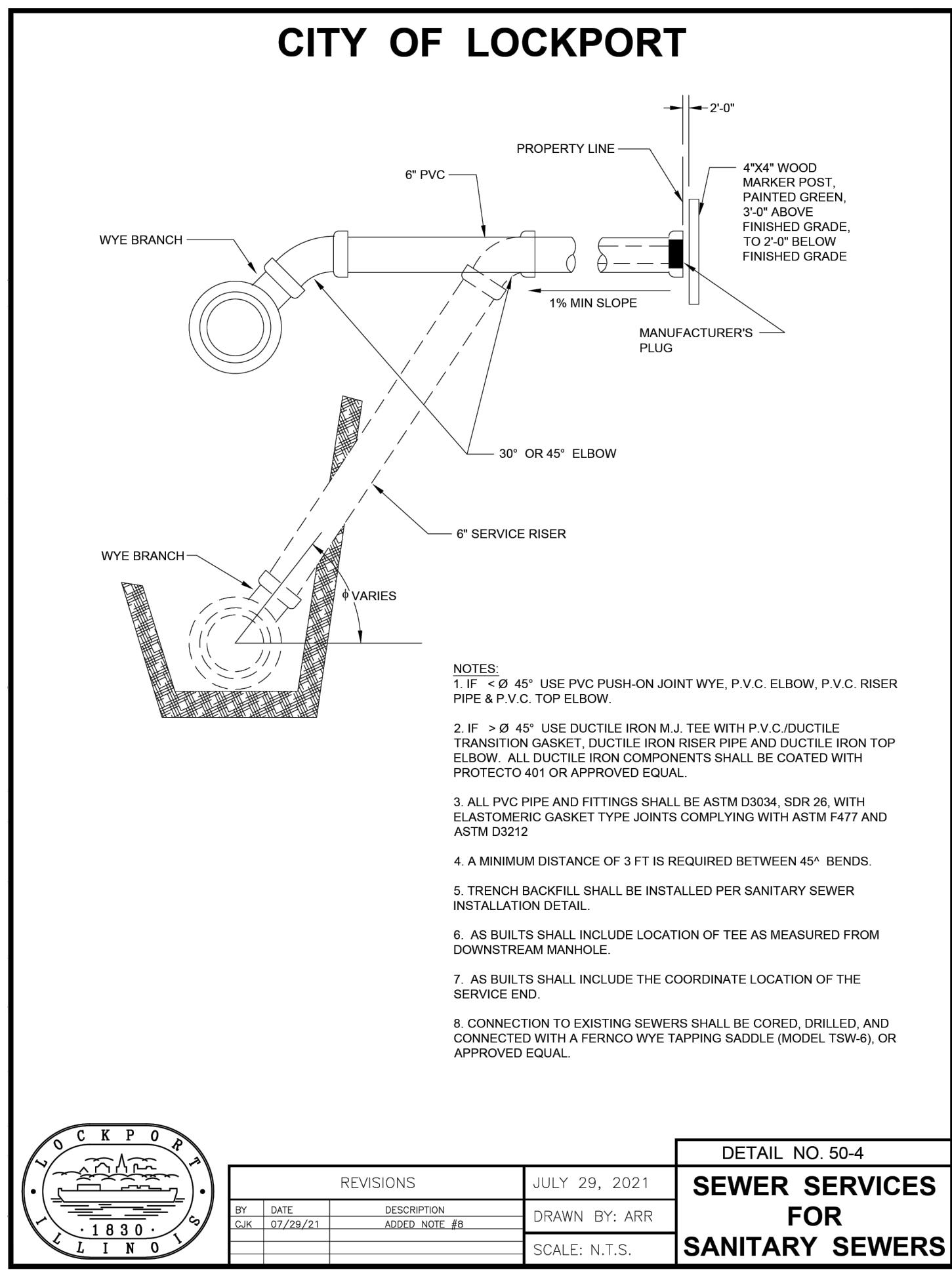
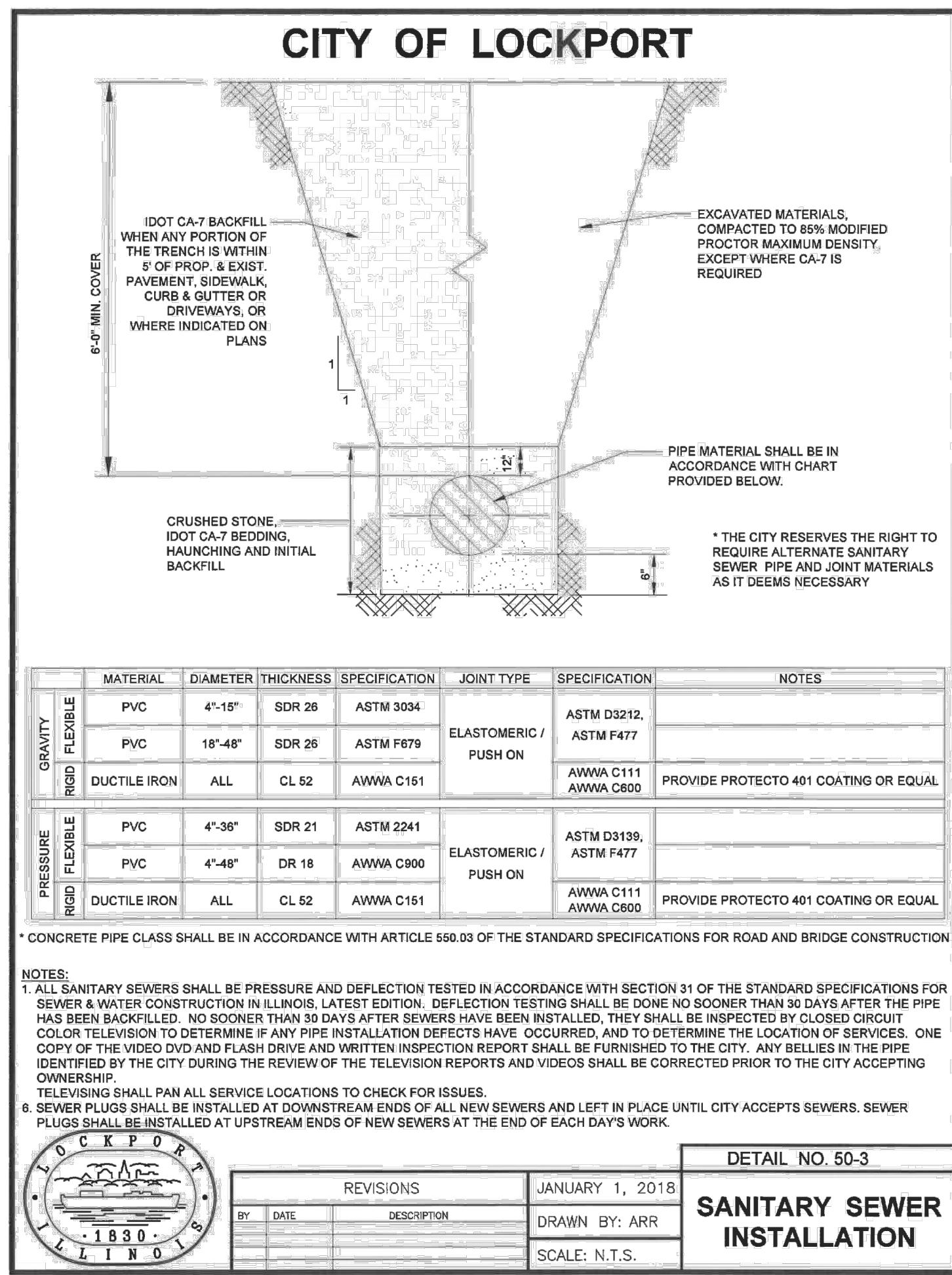


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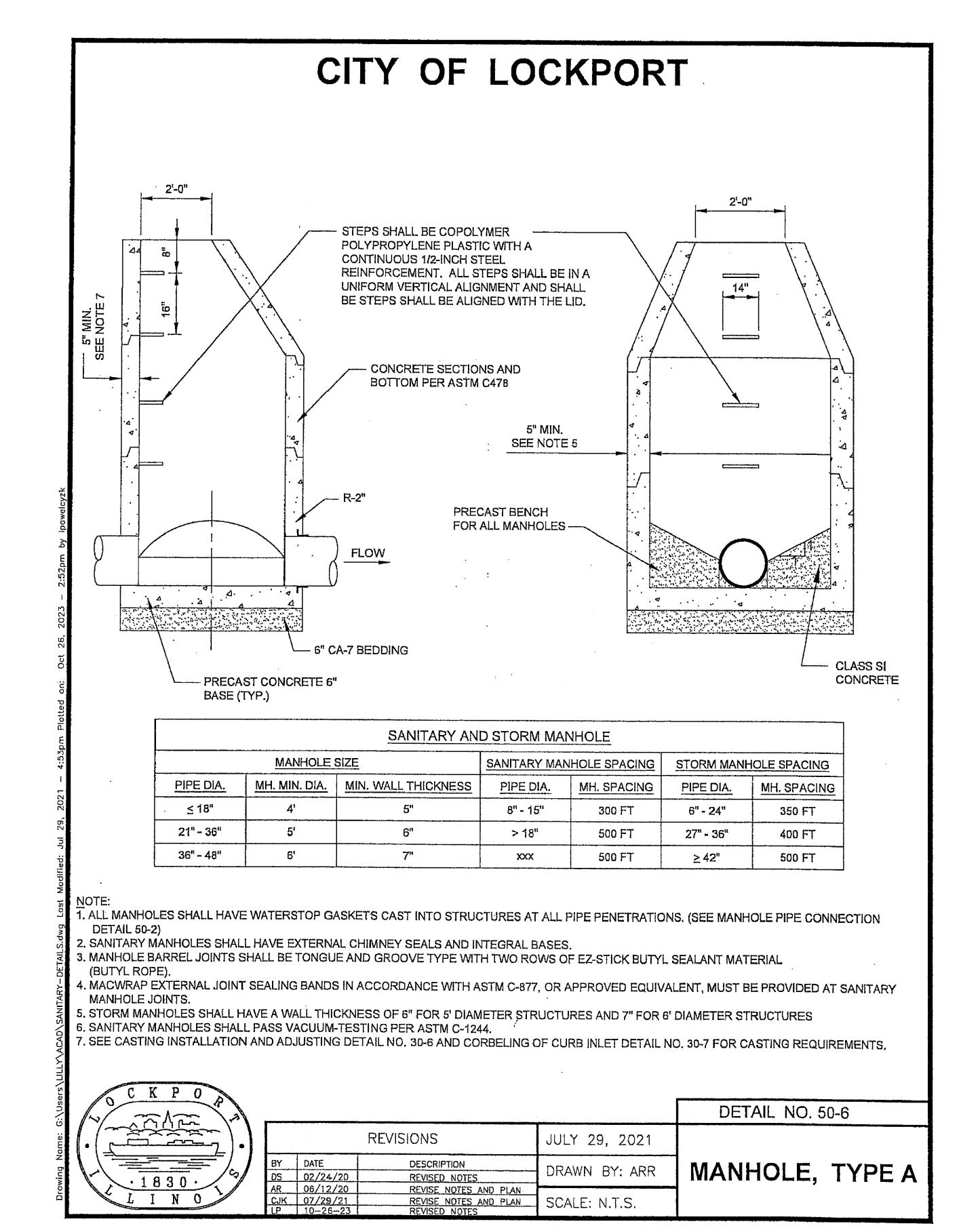
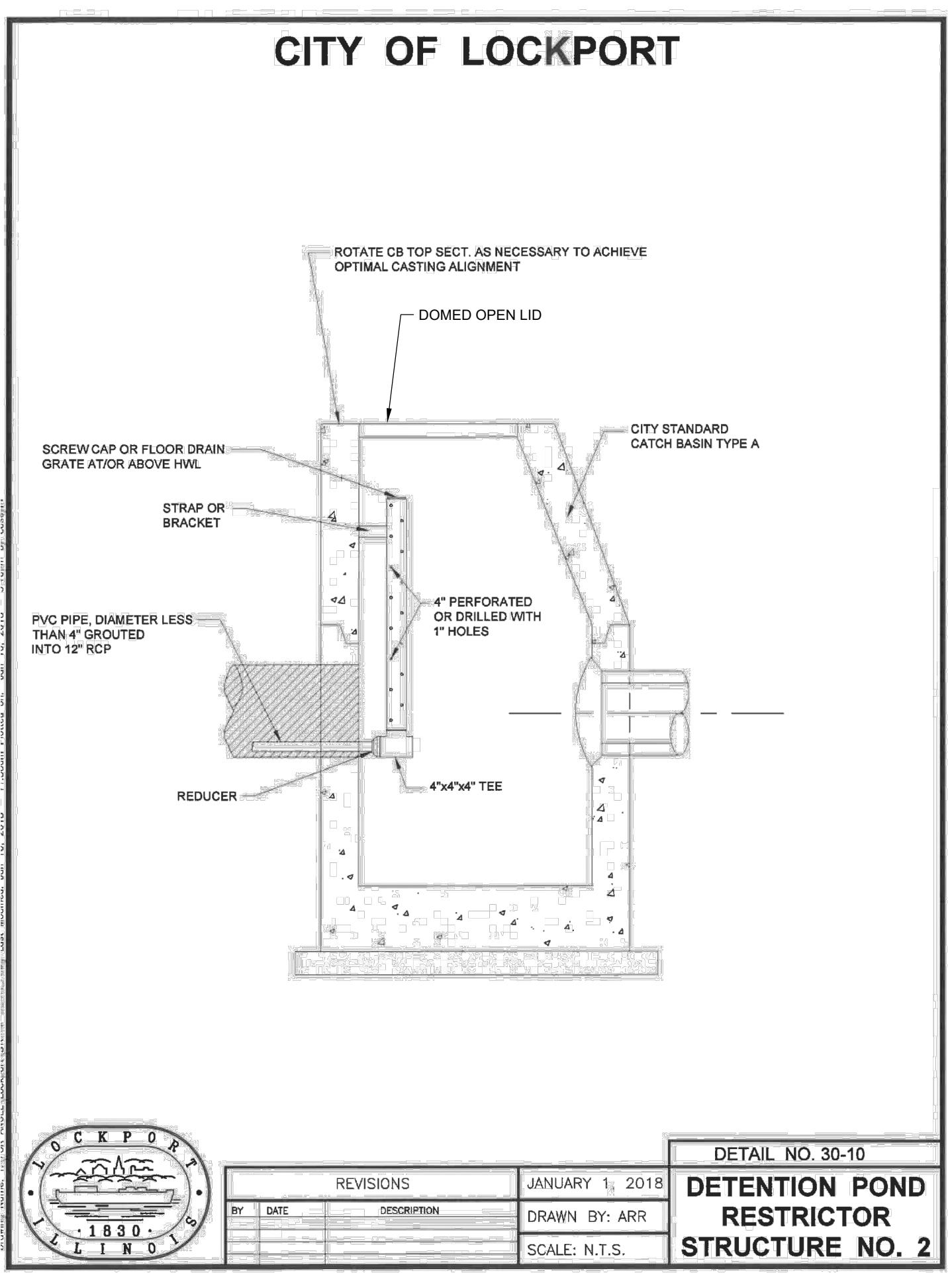
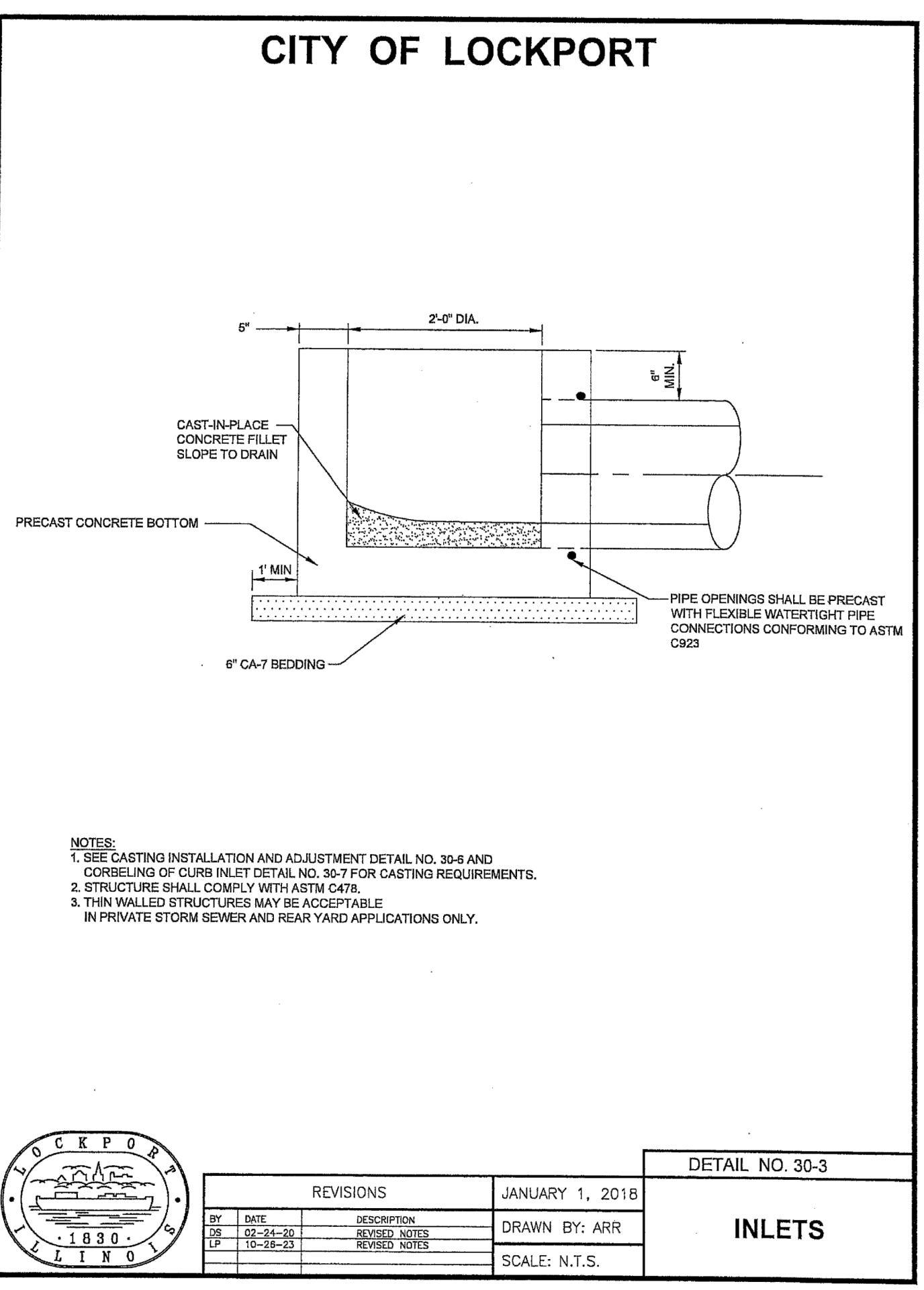
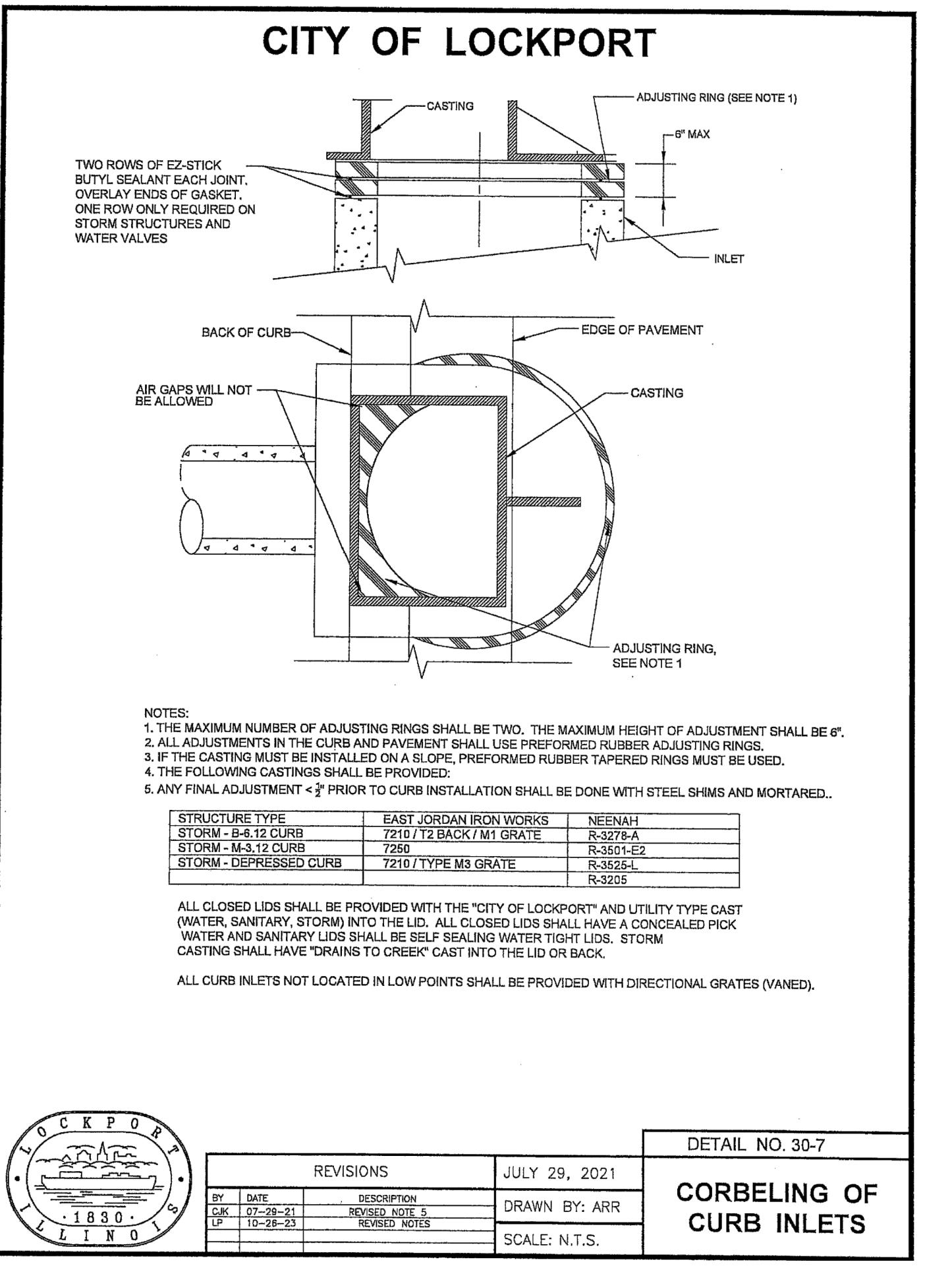
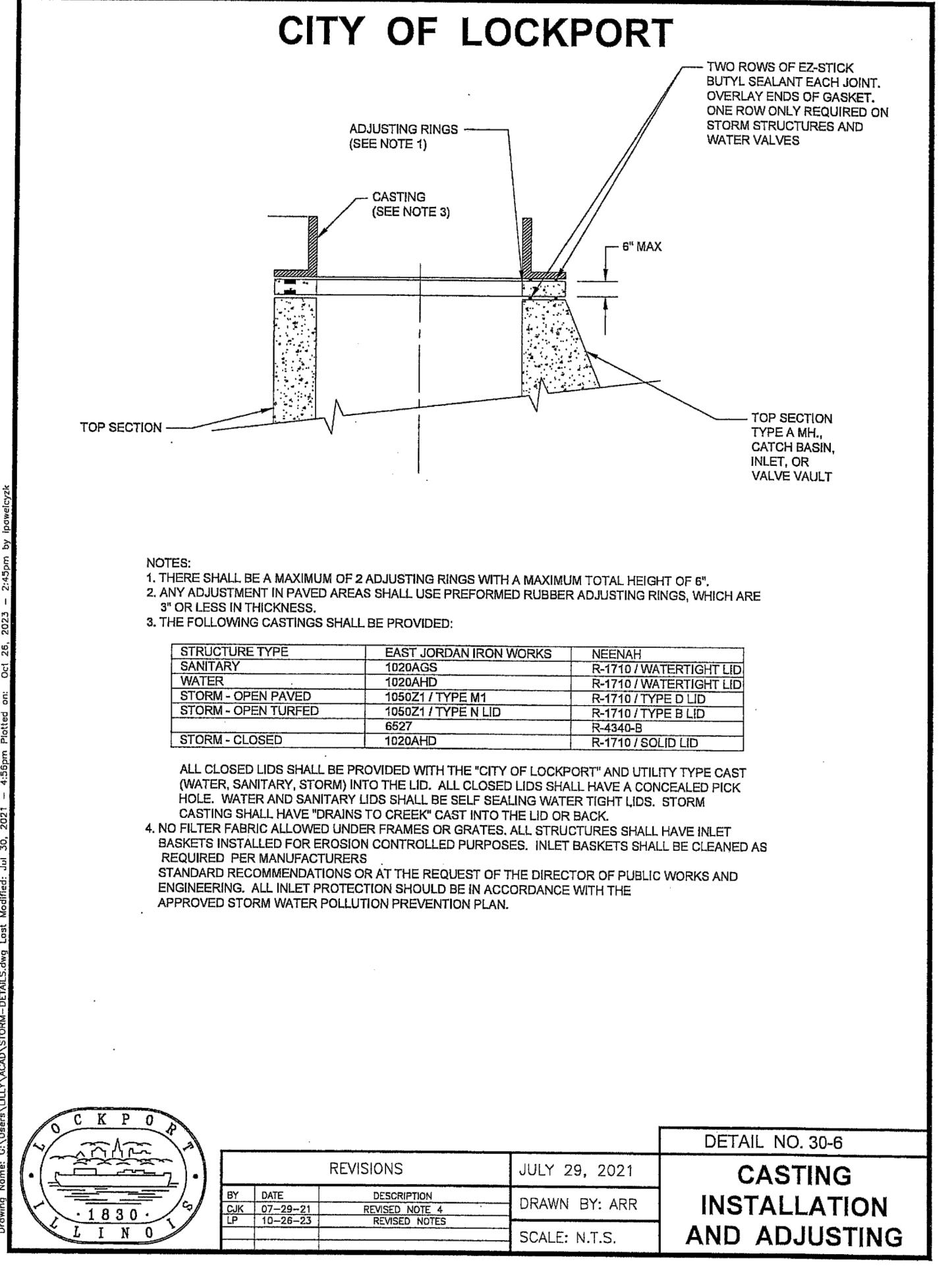
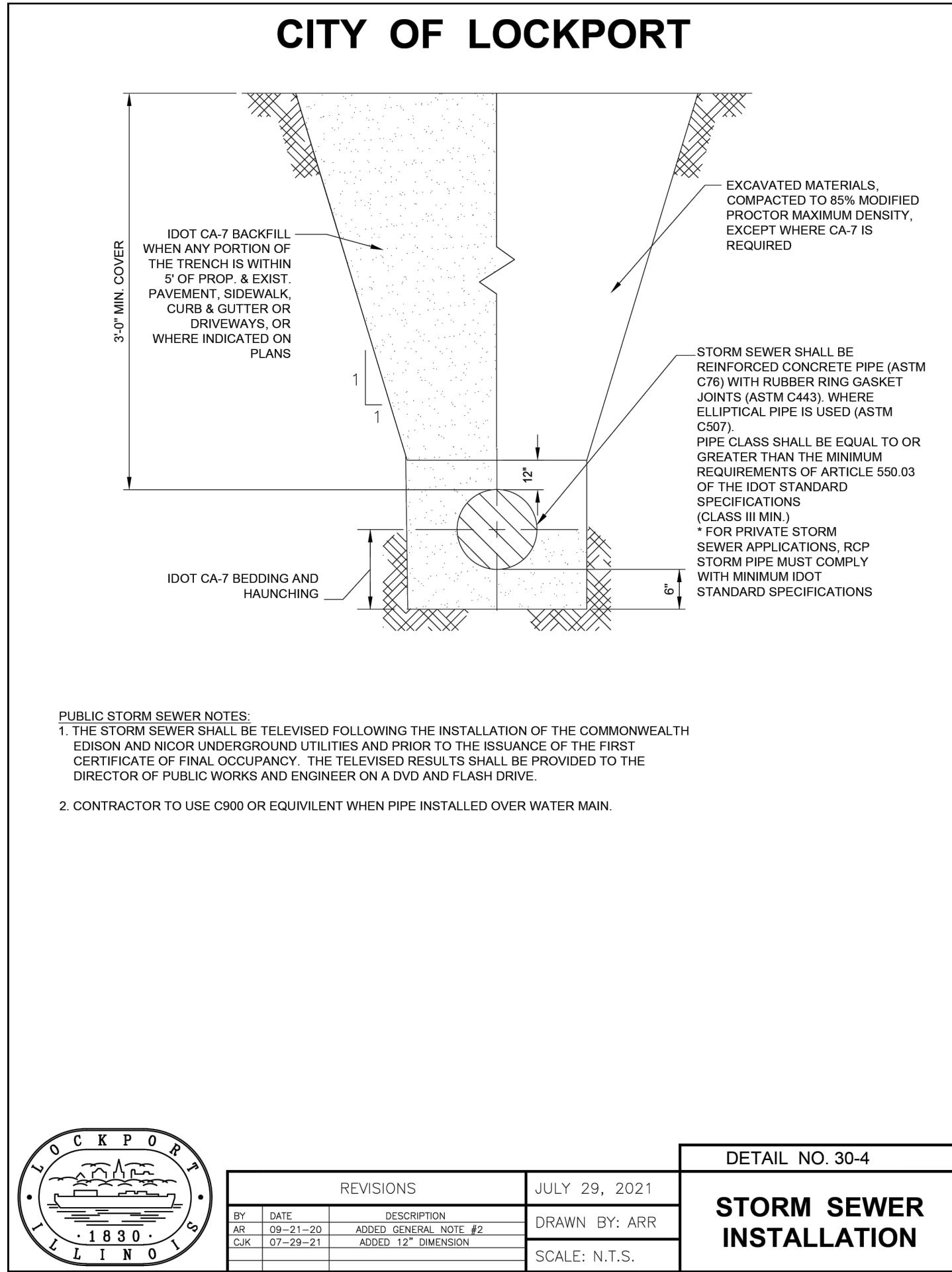
LICENSED PROFESSIONAL ENGINEER
NAGHME H.
MOTTO
2018
IOWA

SCOOTERS COFFEE
920 East 9th Street
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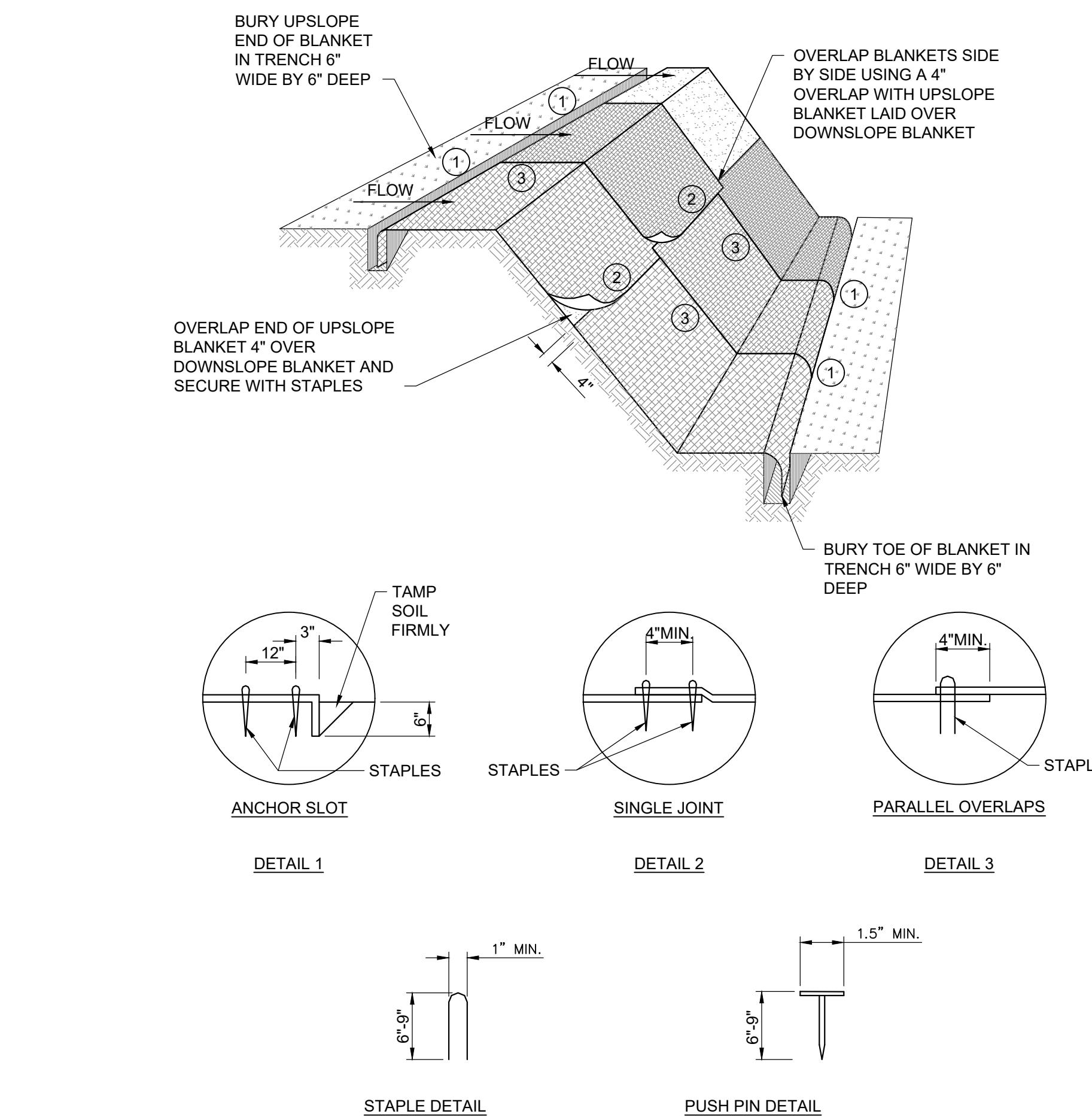
SAN &
WATER
DETAILS



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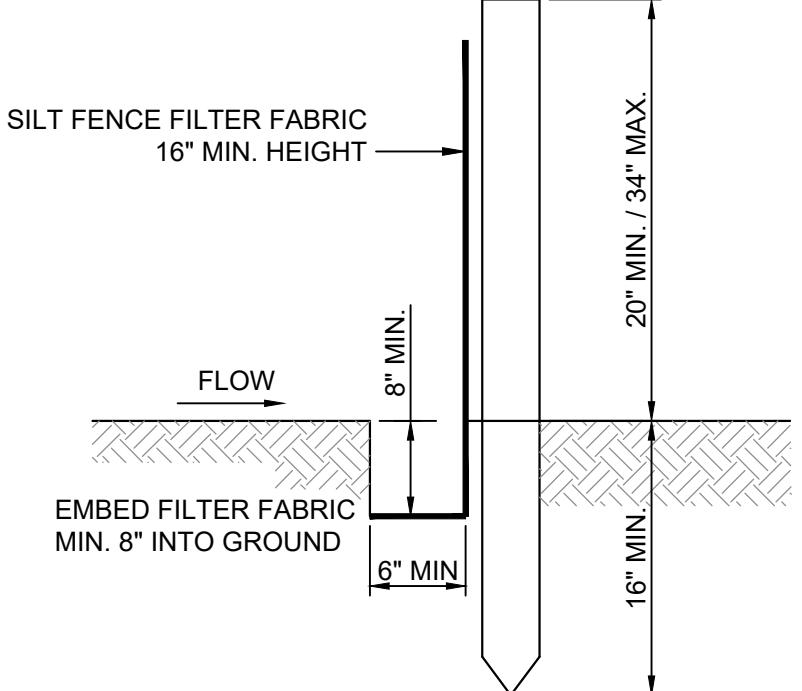
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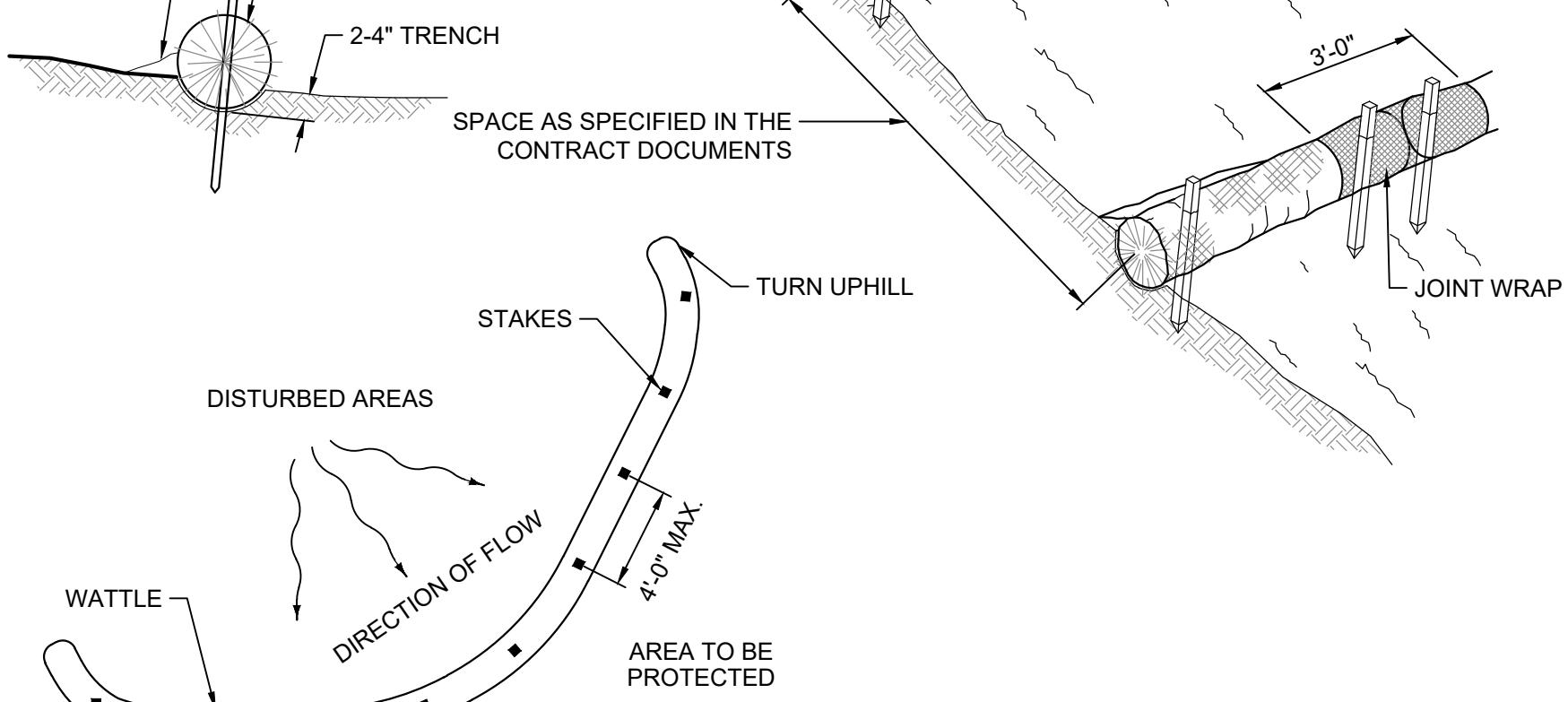
NOTES:
1. STAPLES SHALL BE PLACED IN A DIAMOND PATTERN AT 2 PER S.Y. FOR STITCHED BLANKETS. NON-STITCHED SHALL USE 4 STAPLES PER S.Y. OF MATERIAL. THIS EQUIATES TO 200 STAPLES WITH STITCHED BLANKET AND 400 STAPLES WITH NON-STITCHED BLANKET PER 100 S.Y. OF MATERIAL.
2. STAPLE OR PUSH PIN LENGTHS SHALL BE SELECTED BASED ON SOIL TYPE AND CONDITIONS (MINIMUM STAPLE LENGTH IS 6").
3. EROSION CONTROL MATERIAL SHALL BE PLACED IN CONTACT WITH THE SOIL OVER A PREPARED SEEDBED.
4. ALL ANCHOR SLOTS SHALL BE STAPLED AT APPROXIMATELY 12" INTERVALS.
5. DETAIL DERIVED FROM THE ILLINOIS URBAN MANUAL (STANDARD DWG NO. IUM-530).

EROSION CONTROL BLANKET

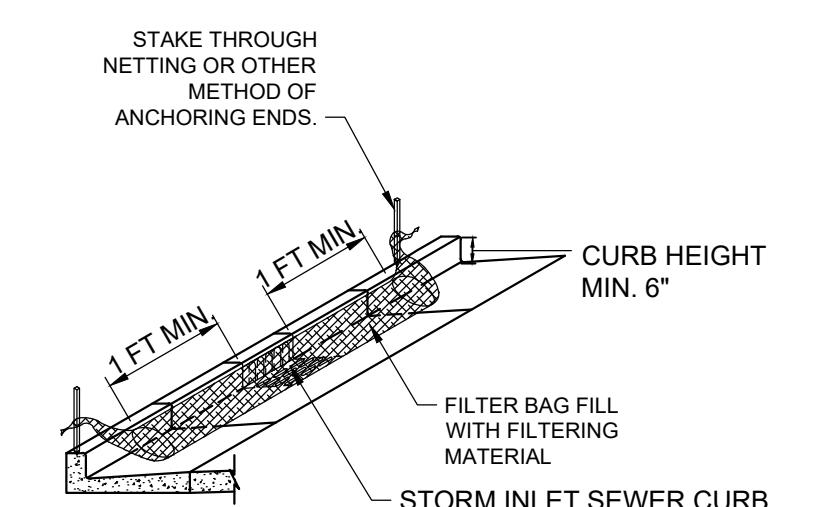
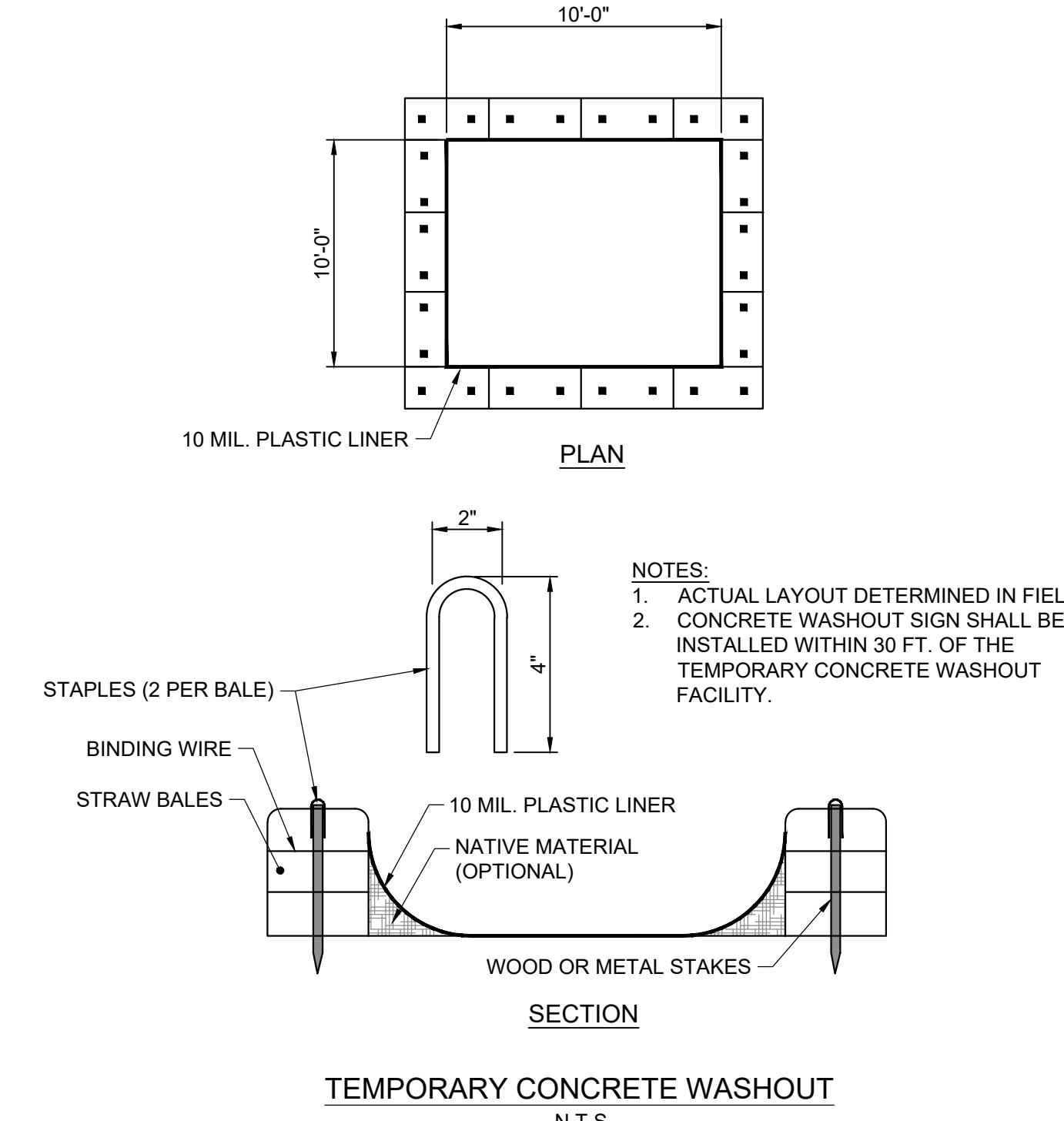
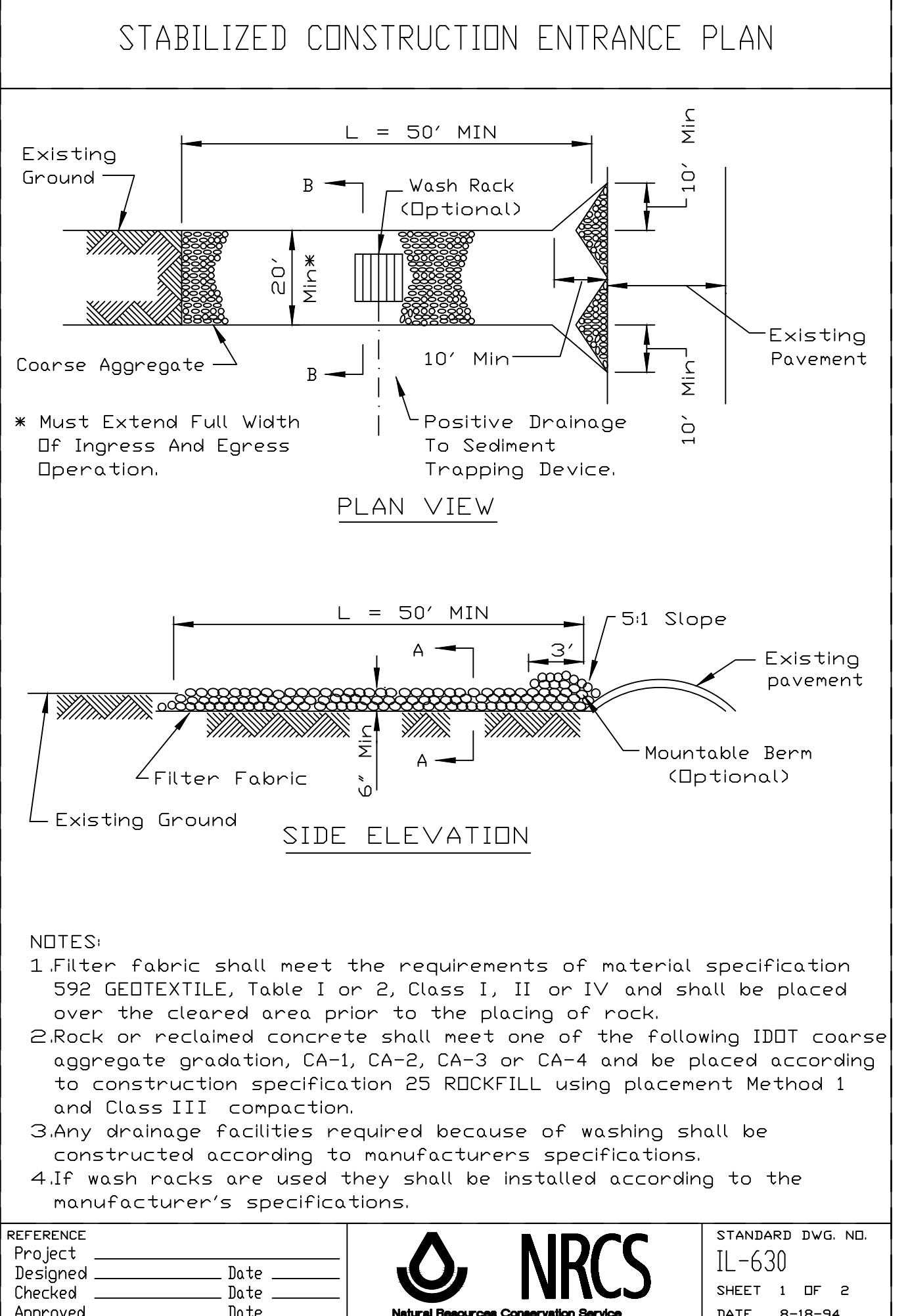
N.T.S.



SILT FENCE DETAIL
N.T.S.

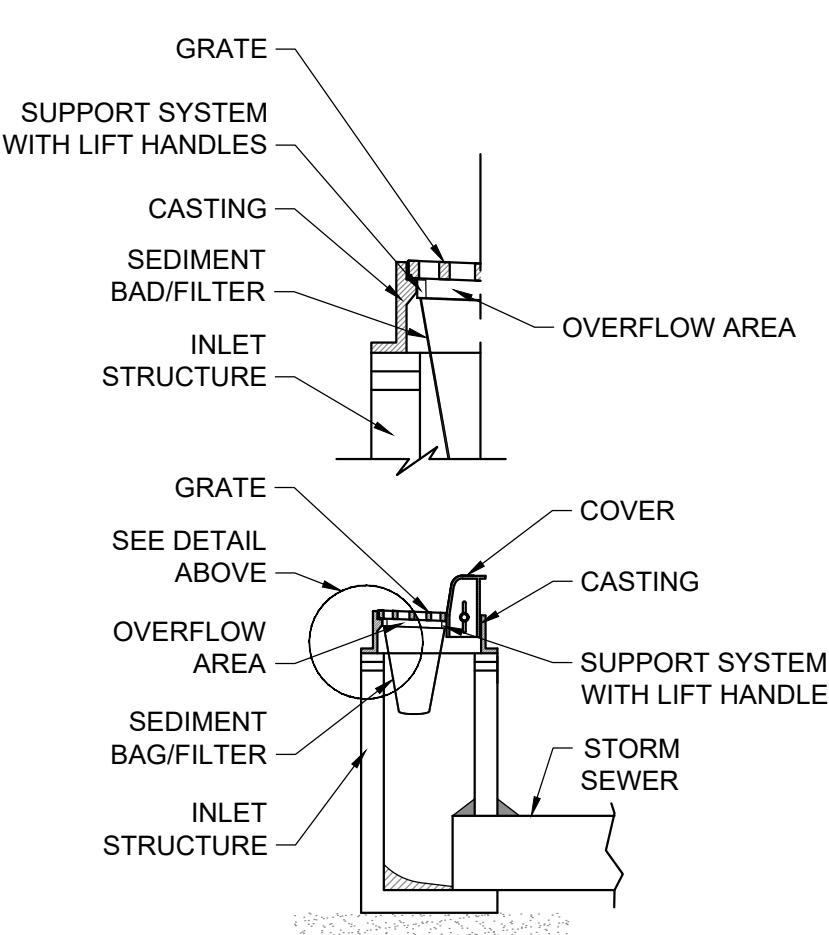


PERIMETER EROSION CONTROL
N.T.S.



NOTE:
1. DETAIL DERIVED FROM THE ILLINOIS URBAN MANUAL STANDARD DRAWING NO. IUM-561C.

INLET PROTECTION - PAVED AREAS CURB PROTECTION
N.T.S.



NOTE:
1. DETAIL DERIVED FROM THE ILLINOIS URBAN MANUAL STANDARD DRAWING NO. IUM-561D.

INLET PROTECTION - PAVED AREAS DROP-IN PROTECTION
N.T.S.

KEYNOTES

1. ENDICOTT FACE BRICK - COLOR: MANGANESE IRON SPOT - TEXTURE: SMOOTH.
2. MUTUAL MATERIALS FACE BRICK - COLOR: WHEAT.
3. WINDOW SILL FLASHING - COLOR: BLACK
4. BREAK METAL ACCENT - COLOR: BLACK
5. INSULATED DARK BRONZE ALUMINUM WINDOWS WITH DUAL PANE TEMPERED GLASS
6. QUICKSERVE 48x48 WINDOW - COLOR: DARK BRONZE
7. AWNING BY OTHERS - COLOR: RED
8. INSULATED HOLLOW METAL DOOR AND FRAME - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGSHELL FINISH
9. WIDE ANGLE PEEP HOLE, BY DOOR MANUFACTURER
10. NOT USED
11. 22 GAUGE METAL PARAPET CAP
12. LINE OF ROOF BEYOND
13. AIR CONDENSER, SEE MECHANICAL DRAWINGS
14. ROOF SCUPPER AND DOWNSPOUT, SEE DETAIL 8/A3.4
15. MAILBOX BY GC BLACK
16. WALL MOUNTED LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS
17. LED LIGHT BAND, SEE ELECTRICAL DRAWINGS
18. SES PANEL, SEE ELECTRICAL DRAWINGS
19. ELECTRICAL OUTLETS, SEE ELECTRICAL DRAWINGS
20. HOSE BIBB, SEE PLUMBING DRAWINGS
21. PROPOSED SIGNAGE BY OTHERS, UNDER SEPARATE PERMIT
22. CONNECT DOWNSPOUTS TO UNDERGROUND PIPING, REF. CIVIL.
23. SPANDREL GLASS
24. NEW SECURITY CAMERA
25. CUSTOMER PROVIDED SIGN PANELS. PANELS TO BE MOUNTED TO FASCIA BY GC (WHEN PROVIDED) IN CUSTOMER SPECIFIED LOCATION USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE)

REGISTERED ARCHITECT
FREDERICK J. GOGLIA
001-008674
EXPIRES: 11/30/2024
05/29/2024

FREDERICK J. GOGLIA
ARCHITECT, NCARB, RD
1950 Crag Road, Suite 300
St. Louis, MO 63146
Ph. (314) 415-2400 FAX (314) 415-2900
www.arcj.com



REV	DATE	DESCRIPTION
TITLE: EXTERIOR COLOR ELEVATIONS		

PROJECT ADDRESS:
920 E 9TH STREET
LOCKPORT, IL 60441
FRANCHISEE & STORE NUMBER:
SCOOTER'S COFFEE #2625
NAVI COFFEE, LLC

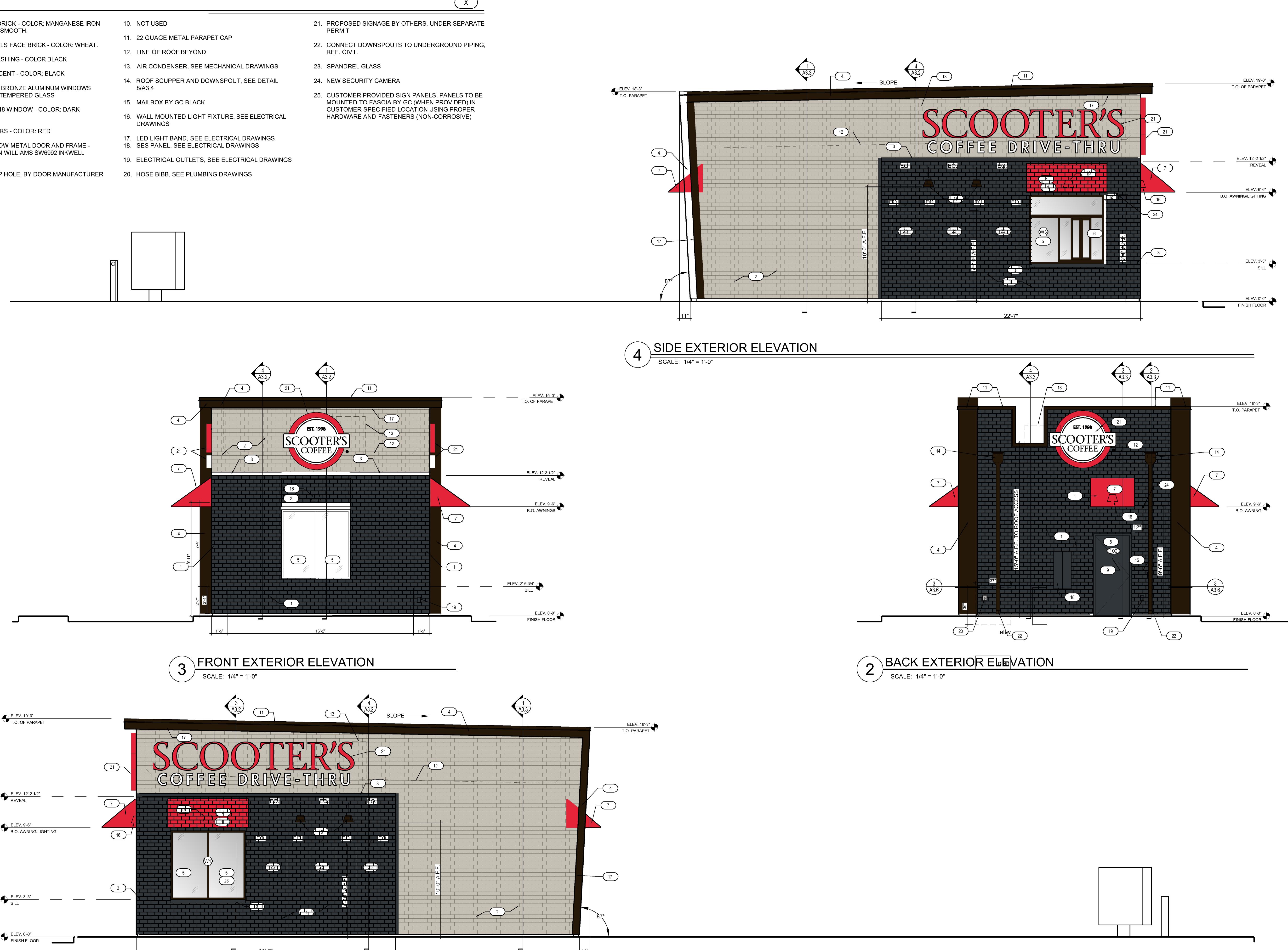
KIOSK PROTOTYPE:
4.1 PROTOTYPE
MAY 2022
ISSUE DATE:
04/24/2024
PROJECT NO.
240169
DRAWN BY:
CHECKED BY:

SHEET NO.

A2.0

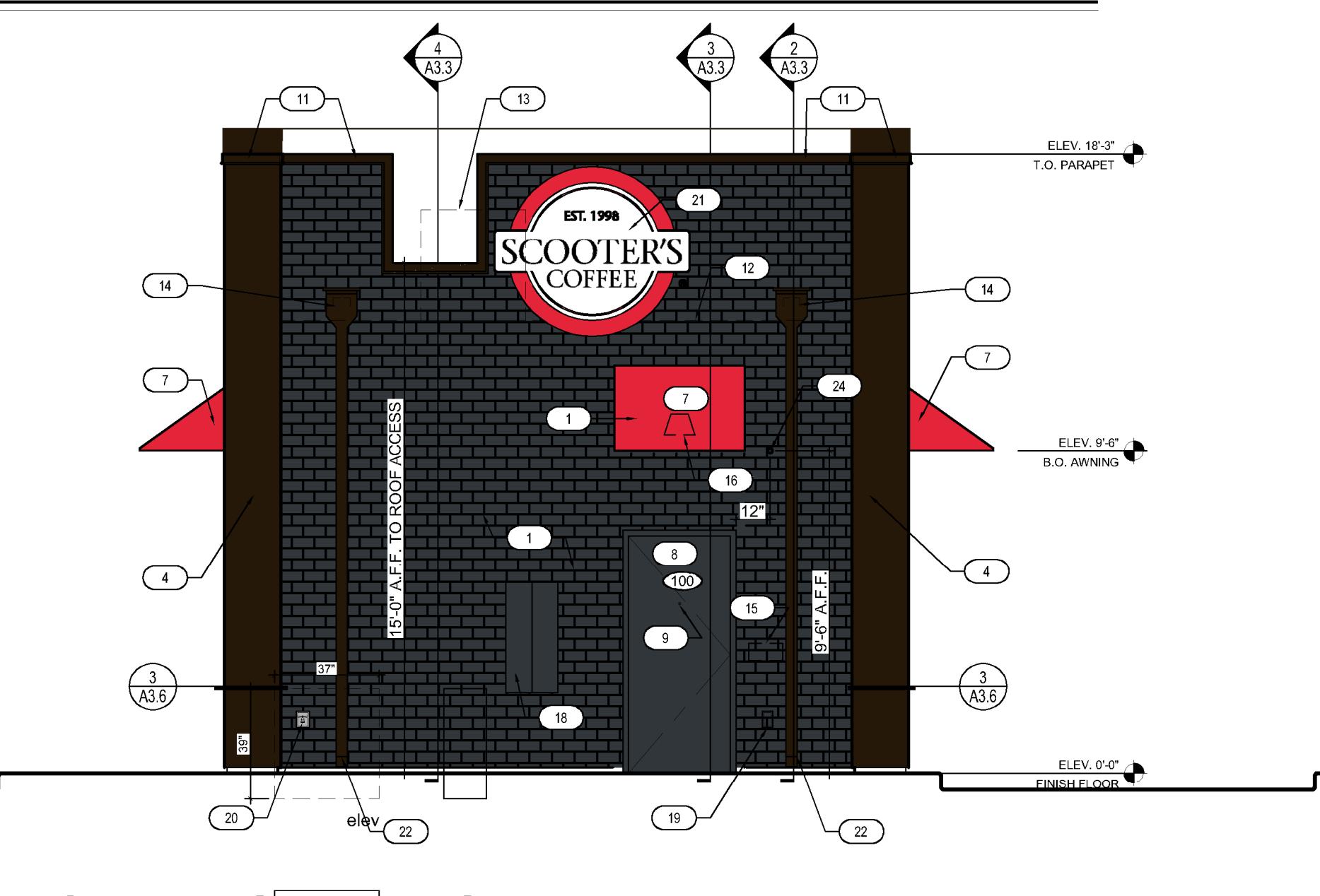
1 SIDE EXTERIOR ELEVATION

SCALE: 1/4" = 1'-0"



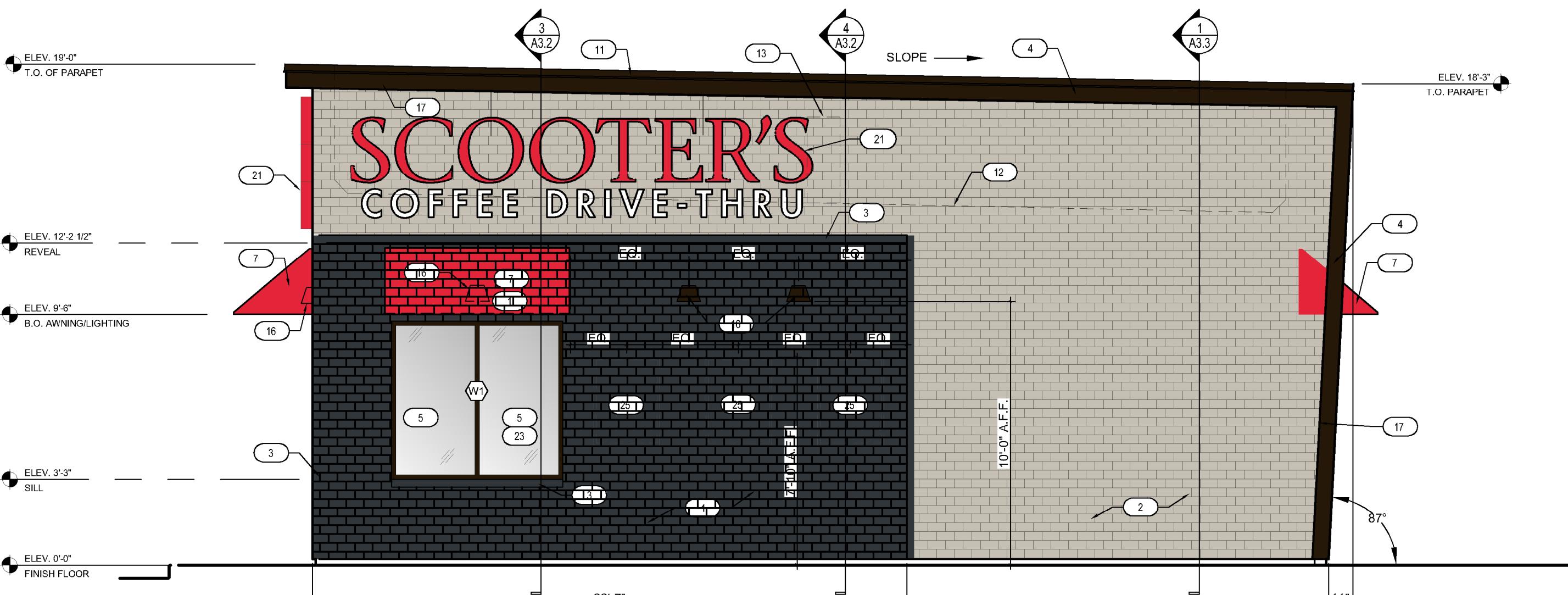
4 SIDE EXTERIOR ELEVATION

SCALE: 1/4" = 1'-0"



2 BACK EXTERIOR ELEVATION

SCALE: 1/4" = 1'-0"



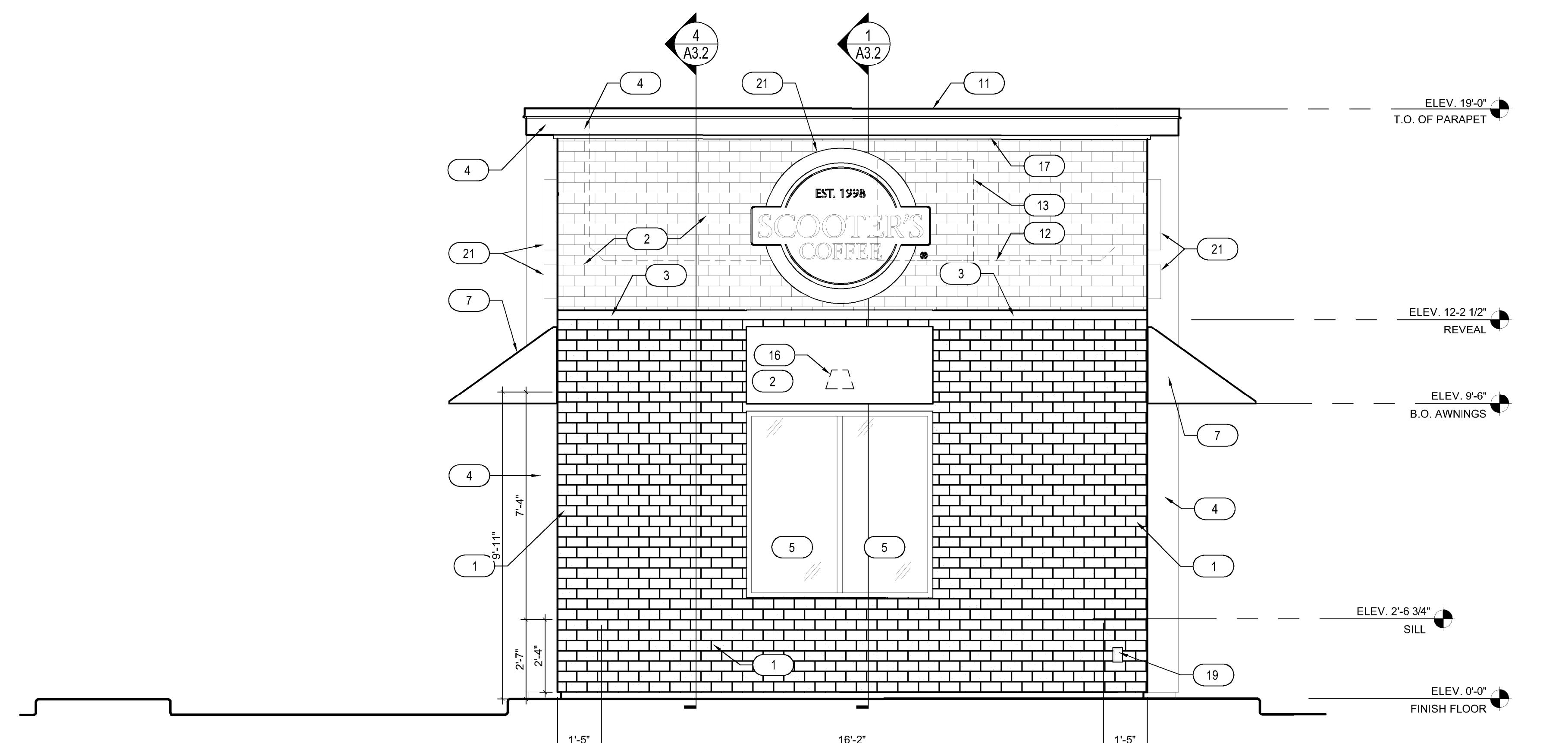
3 FRONT EXTERIOR ELEVATION

SCALE: 1/4" = 1'-0"



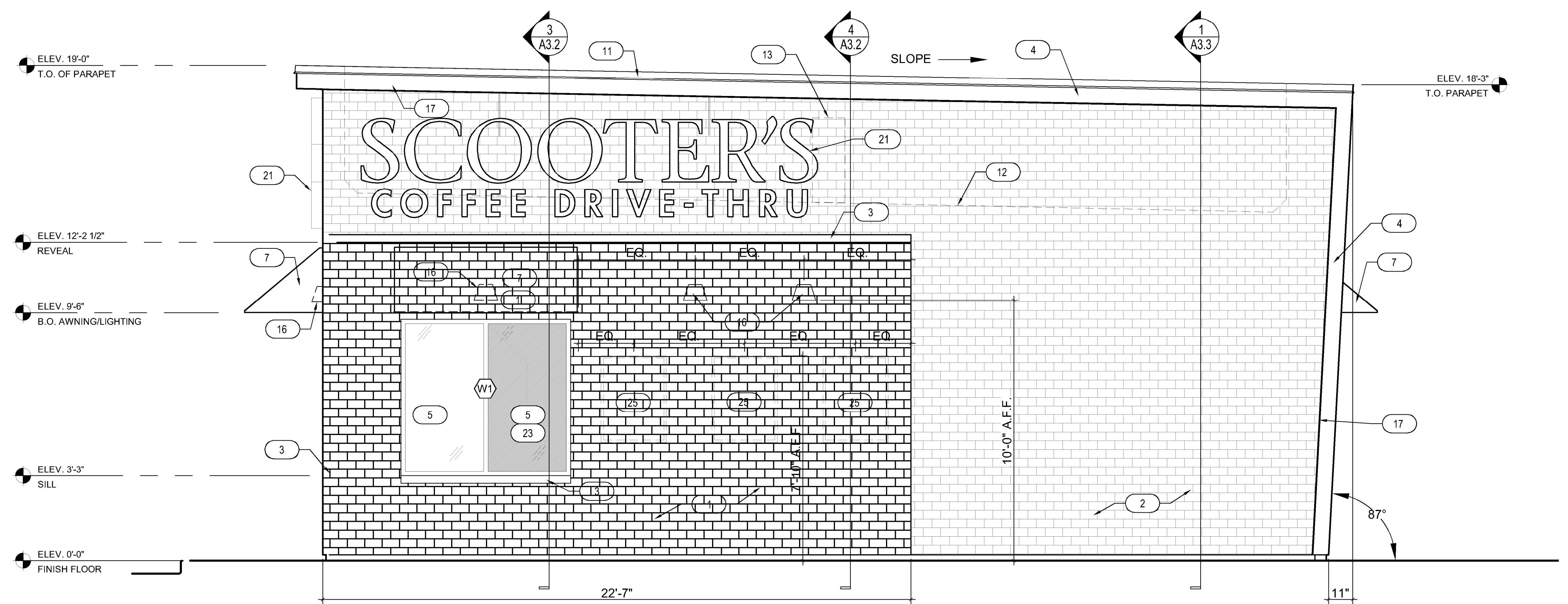
KEYNOTES

1. ENDICOTT FACE BRICK - COLOR: MANGANESE IRON SPOT - TEXTURE SMOOTH
2. MUTUAL MATERIALS FACE BRICK - COLOR: WHEAT
3. WINDOW SILL FLASHING - COLOR: BLACK
4. BREAK METAL ACCENT - COLOR: BLACK
5. INSULATED DARK BRONZE ALUMINUM WINDOWS WITH DUAL PANE TEMPERED GLASS
6. QUICKSERVE 48X48 WINDOW - COLOR: DARK BRONZE
7. AWNING BY OTHERS - COLOR: RED
8. INSULATED HOLLOW METAL DOOR AND FRAME - COLOR: SHERWIN WILLIAMS SW6992 INKWELL EGGHELL FINISH
9. WIDE ANGLE PEEP HOLE, BY DOOR MANUFACTURER
10. NOT USED
11. 22 GAUGE METAL PARAPET CAP
12. LINE OF ROOF BEYOND
13. AIR CONDENSER, SEE MECHANICAL DRAWINGS
14. ROOF SCUPPER AND DOWNSPOUT, SEE DETAIL 8/A3.4
15. MAILBOX BY GC BLACK
16. WALL MOUNTED LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS
17. LED LIGHT BAND, SEE ELECTRICAL DRAWINGS
18. SES PANEL, SEE ELECTRICAL DRAWINGS
19. ELECTRICAL OUTLETS, SEE ELECTRICAL DRAWINGS
20. HOSE BIBB, SEE PLUMBING DRAWINGS
21. PROPOSED SIGNAGE BY OTHERS, UNDER SEPARATE PERMIT
22. CONNECT DOWNSPOUTS TO UNDERGROUND PIPING, REF. CIVIL.
23. SPANDREL GLASS
24. NEW SECURITY CAMERA
25. CUSTOMER PROVIDED SIGN PANELS. PANELS TO BE MOUNTED TO FASCIA BY GC (WHEN PROVIDED) IN CUSTOMER SPECIFIED LOCATION USING PROPER HARDWARE AND FASTENERS (NON-CORROSIVE)



1 EAST EXTERIOR ELEVATION

SCALE: 3/8" = 1'-0"



2 NORTH EXTERIOR ELEVATION

SCALE: 3/8" = 1'-0"

NOTE:
ELEVATIONS MODIFIED TO
ACCOMMODATE EXTERIOR BRICK FINISH

REV	DATE	DESCRIPTION
TITLE: EXTERIOR ELEVATIONS		
PROJECT ADDRESS: 920 E 9TH STREET LOCKPORT, IL 60441		
FRANCHISEE & STORE NUMBER: SCOOTER'S COFFEE #2625 NAVI COFFEE, LLC		
KIOSK PROTOTYPE: 4.1 PROTOTYPE MAY 2022		
ISSUE DATE: 04/24/2024		
PROJECT NO. 240169		
DRAWN BY: AGG		
CHECKED BY: XXX		
SHEET NO.		

A2.1



PROJECT ADDRESS:
920 E 9TH STREET
LOCKPORT, IL 60441
FRANCHISEE & STORE NUMBER:
SCOOTER'S COFFEE #2625
NAVI COFFEE, LLC

KIOSK PROTOTYPE:
4.1 PROTOTYPE
MAY 2022
ISSUE DATE:
04/24/2024
PROJECT NO.
240169
DRAWN BY:
AGG
CHECKED BY:
XXX

SHEET NO.

KEYNOTES

NDICOTT FACE BRICK - COLOR: MANGANESE IRON SPOT - TEXTURE SMOOTH
UTUAL MATERIALS FACE BRICK - COLOR: WHEAT
WINDOW SILL FLASHING - COLOR: BLACK
REAK METAL ACCENT - COLOR: BLACK
SULATED DARK BRONZE ALUMINUM WINDOWS WITH DUAL PANE TEMPERED
LASS
UICKSERVE 48X48 WINDOW - COLOR: DARK BRONZE
WNING BY OTHERS - COLOR: RED
SULATED HOLLOW METAL DOOR AND FRAME - COLOR: SHERWIN WILLIAMS
W6992 INKWELL EGGSHELL FINISH
IDE ANGLE PEEP HOLE, BY DOOR MANUFACTURER
OT USED
2 GUAGE METAL PARAPET CAP
NE OF ROOF BEYOND
IR CONDENSER, SEE MECHANICAL DRAWINGS
OOF SCUPPER AND DOWNSPOUT, SEE DETAIL 8/A3.4
AILBOX BY GC BLACK
ALL MOUNTED LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS
ED LIGHT BAND, SEE ELECTRICAL DRAWINGS
ES PANEL, SEE ELECTRICAL DRAWINGS
LECTRICAL OUTLETS, SEE ELECTRICAL DRAWINGS
OSE BIBB, SEE PLUMBING DRAWINGS
ROPOSED SIGNAGE BY OTHERS, UNDER SEPARATE PERMIT
CONNECT DOWNSPOUTS TO UNDERGROUND PIPING, REF. CIVIL.
PANDREL GLASS
EW SECURITY CAMERA
USTOMER PROVIDED SIGN PANELS. PANELS TO BE MOUNTED TO FASCIA BY
C (WHEN PROVIDED) IN CUSTOMER SPECIFIED LOCATION USING PROPER
ARDWARE AND FASTENERS (NON-CORROSIVE)

BY

1
SER: #2625

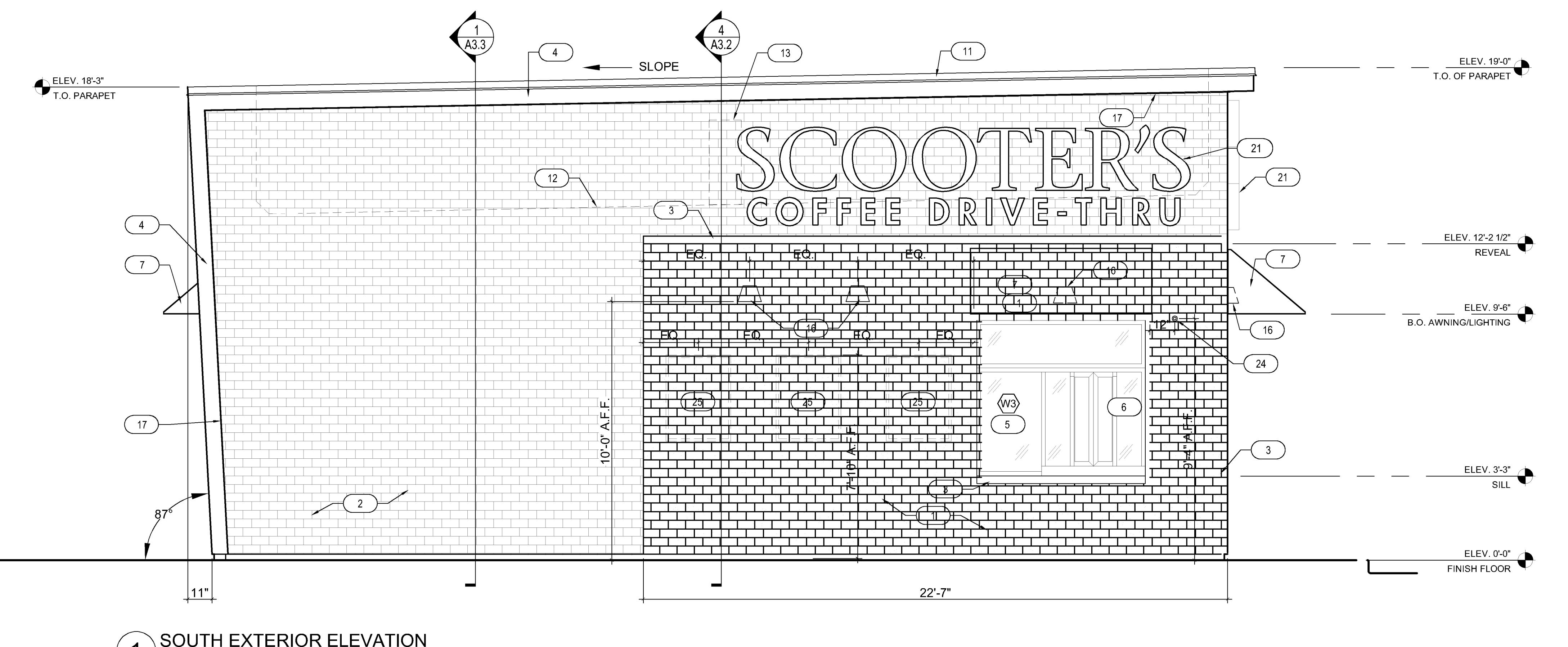
PROJECT ADDRESS:
920 E 9TH STREET
LOCKPORT, IL 6044
FRANCHISEE & STORE NUMBER:
SCOOTER'S COFFEE
NAVI COFFEE, LLC

KIOSK PROTOTYPE:
4.1 PROTOTYPE
MAY 2022
ISSUE DATE:
04/24/2024
PROJECT NO.
240169
DRAWN BY:
AGG
CHECKED BY:
XXX

SHEET NO.

E:
ONS MODIFIED TO
MODULATE EXTERIOR BRICK FINISH

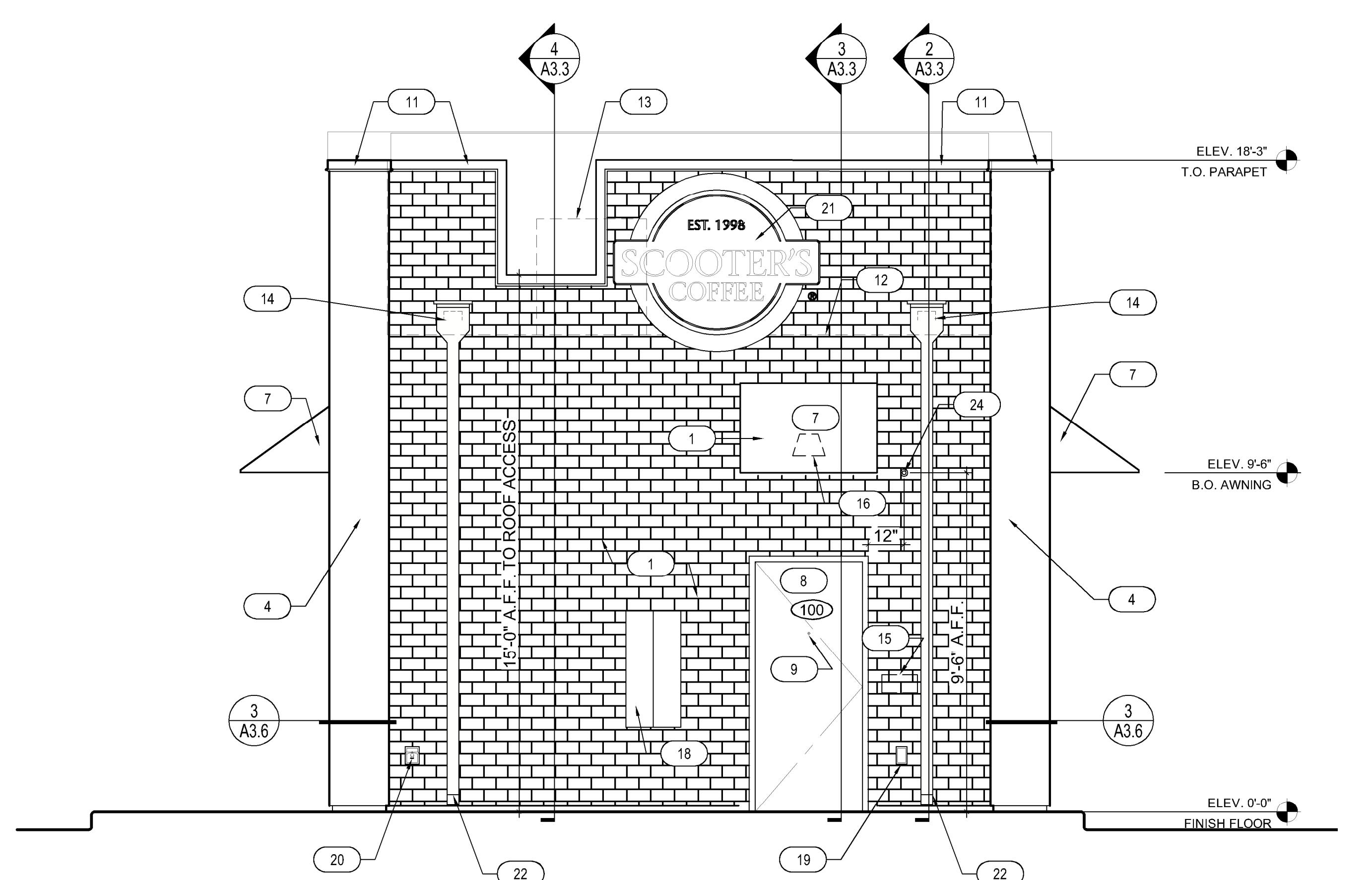
A2.2



1 SOUTH EXTERIOR ELEVATION

SCALE: 3/8" = 1'-0"

SCALE: 3/8" = 1'-0"



WEST EXTERIOR ELEVATION

SCALE: 3/8" = 1'

NOTE: LIGHTING CALCULATIONS ARE PERFORMED
WITH A LIGHT LOSS FACTOR OF 1.00.

LIGHTING FIXTURE SCHEDULE

SEE LIGHTING FIXTURE SCHEDULE ON SHEET E2.1 FOR ADDITIONAL INFORMATION.

STATISTICS (AT GROUND LEVEL)

DESCRIPTION	AVERAGE (FC)	MAXIMUM (FC)	MINIMUM (FC)	MAXIMUM: MINIMUM	AVERAGE: MINIMUM
FULL PROPERTY	1.4	20.0	0.0	N/A	N/A



7/1/24

ROBERT L. QUEATHEM
ENGINEER

1950 CRAIG ROAD, SUITE 300
PH. (314) 415-2400 FAX (314) 415-2300

ST. LOUIS, MO 63146
www.arc1.com



REV	DATE	DESCRIPTION	CITY COMMENTS
1	06/25/24		

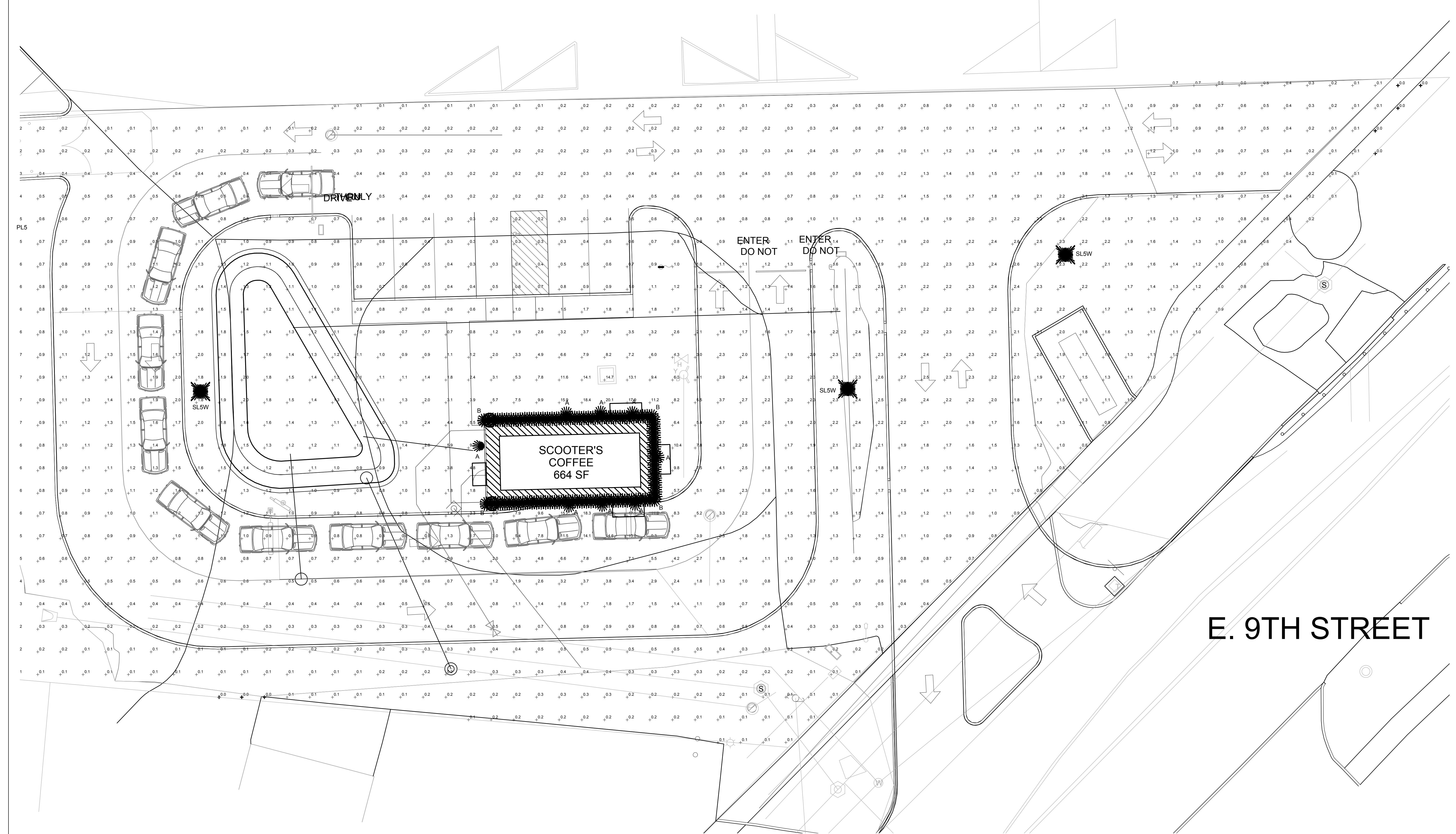
TITLE:
EXTERIOR SITE
PHOTOMETRIC
PLAN

PROJECT ADDRESS:
920 E 9TH STREET
LOCKPORT, IL 60441
FRANCHISEE & STORE NUMBER:
SCOOTER'S COFFEE #2025
NAVI COFFEE, LLC

KIOSK PROTOTYPE:
4.1 PROTOTYPE
MAY 2022
ISSUE DATE:
04/24/2024
PROJECT NO.
240169
DRAWN BY:
BPA
CHECKED BY:
SAH

SHEET NO.

E3.1

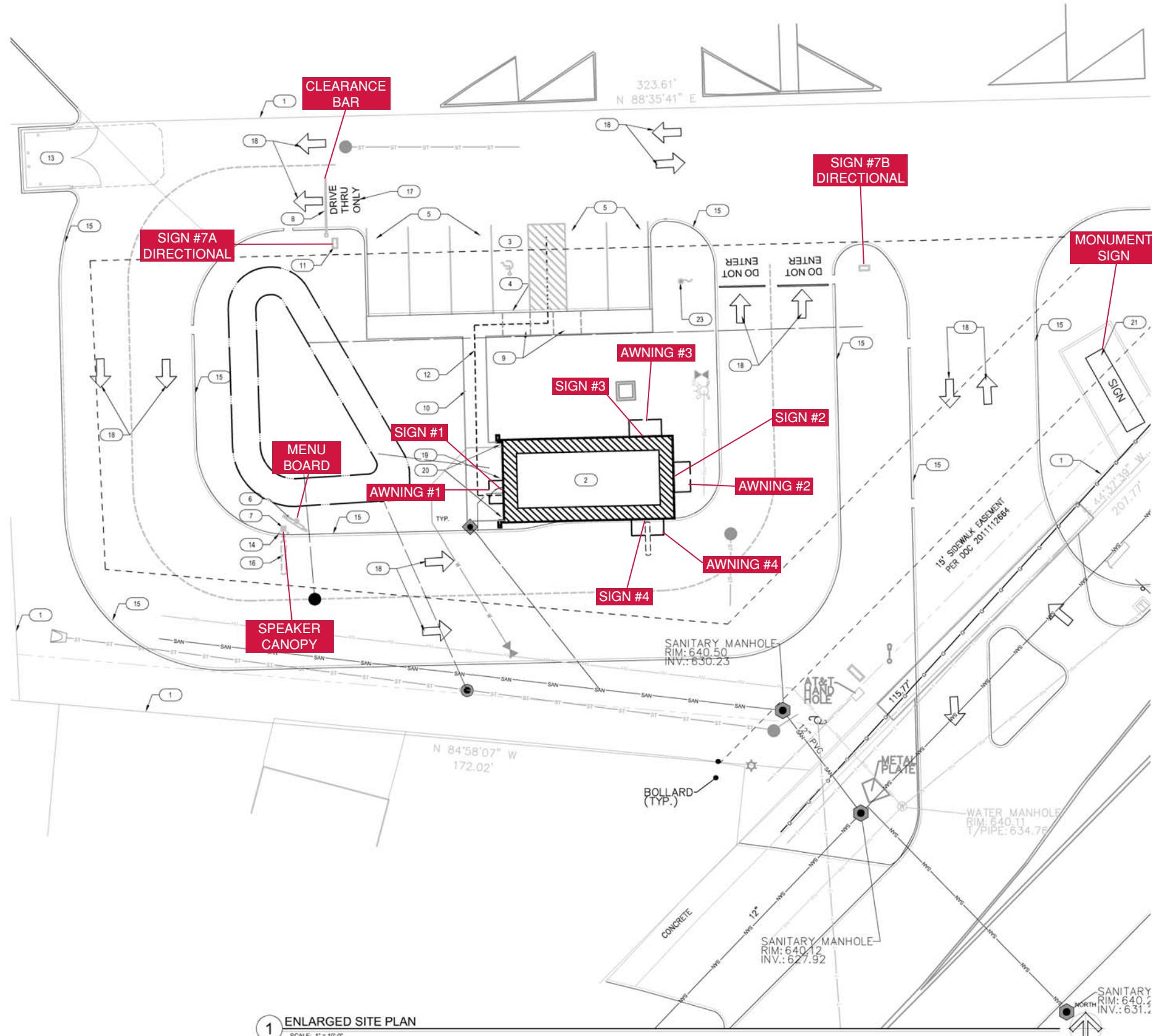




**4701 FIRST AVE. S.E. SUITE 11
CEDAR RAPIDS, IOWA 52402**

PHONE: 319-389-8632

JOB DESCRIPTION SITE PLAN.



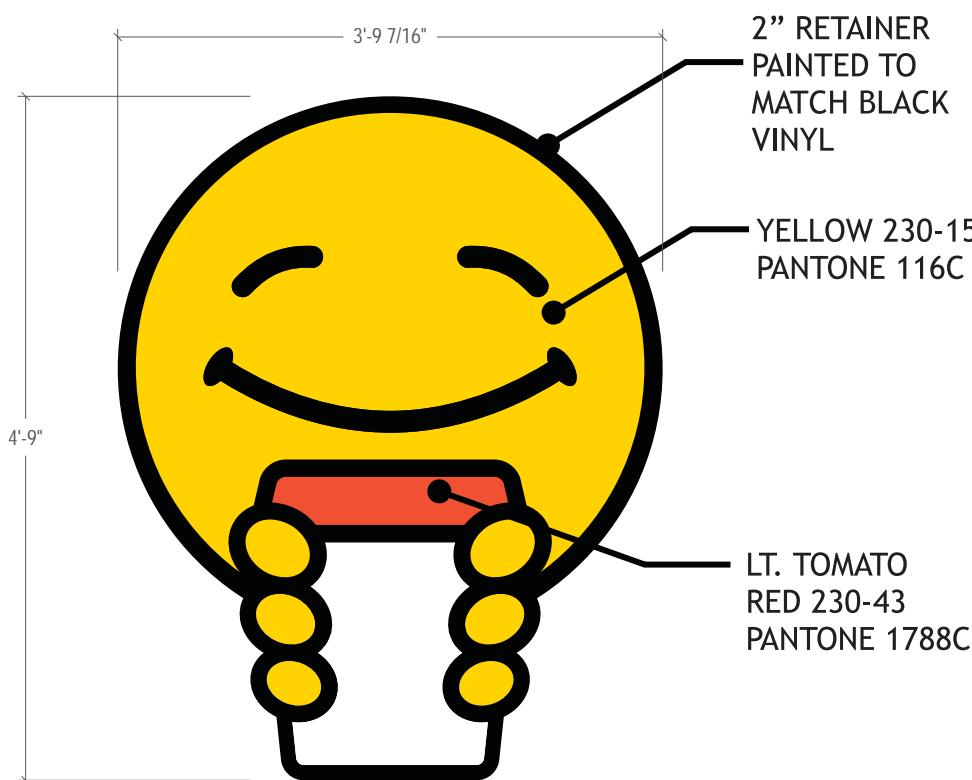
SCOOTER'S COFFEE DRIVE-THRU LOCKPORT, IL

LOCKPORT, IL

FILE NAME 64526-SP DATE 03/12/24
JOB NAME SCOOTER'S
LOCATION LOCKPORT, IL
DRAWN BY GE SCALE NTS
SALESMAN ERICK KELLER

THIS IS AN ORIGINAL COMPUTER GENERATED COLOR PRINT. COLORS REPRESENTED ON THIS PRINT MAY NOT MATCH THE PMS CHIP, VINYL OR PAINT COLORS EXACTLY. IT IS TO BE VIEWED AS A REPRESENTATION ONLY. ALL DESIGNS & SPECIFICATIONS ARE THE SOLE PROPERTY OF CR SIGNS INC. THEY ARE ONLY FOR THE CUSTOMERS USE IN CONNECTION WITH A PROPOSED PROJECT. ARTWORK AND PRINTED MATERIAL ARE NOT TO BE USED BY ANYONE OUTSIDE OF YOUR ORGANIZATION.

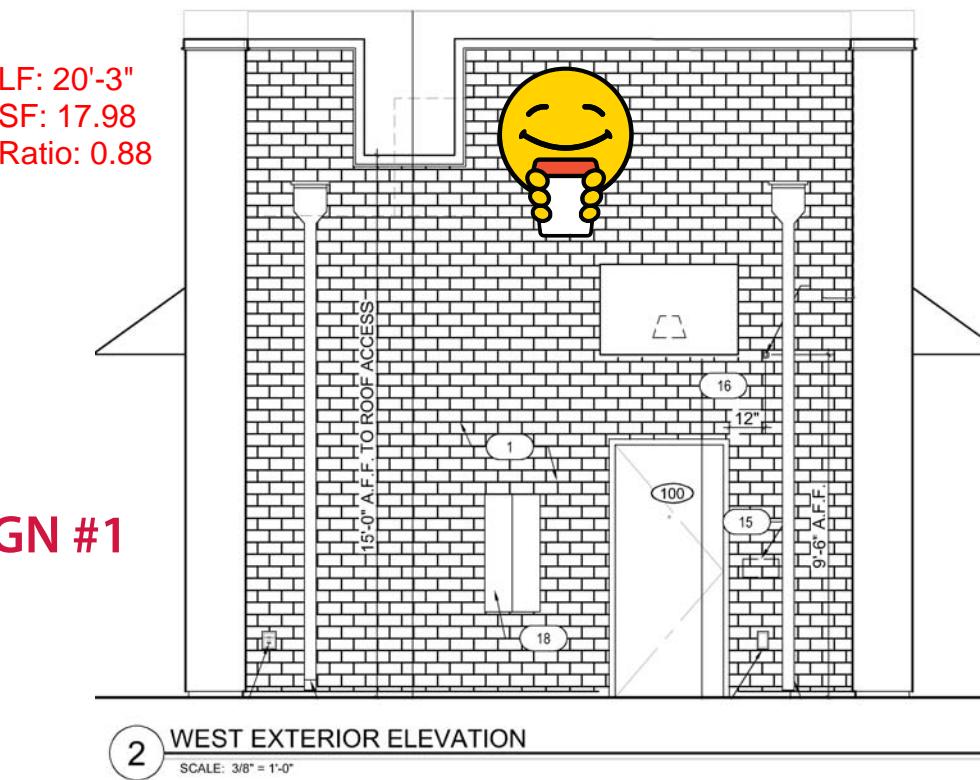
SIGN 1, SIGN 2



17.98 SQ FT
QTY 2

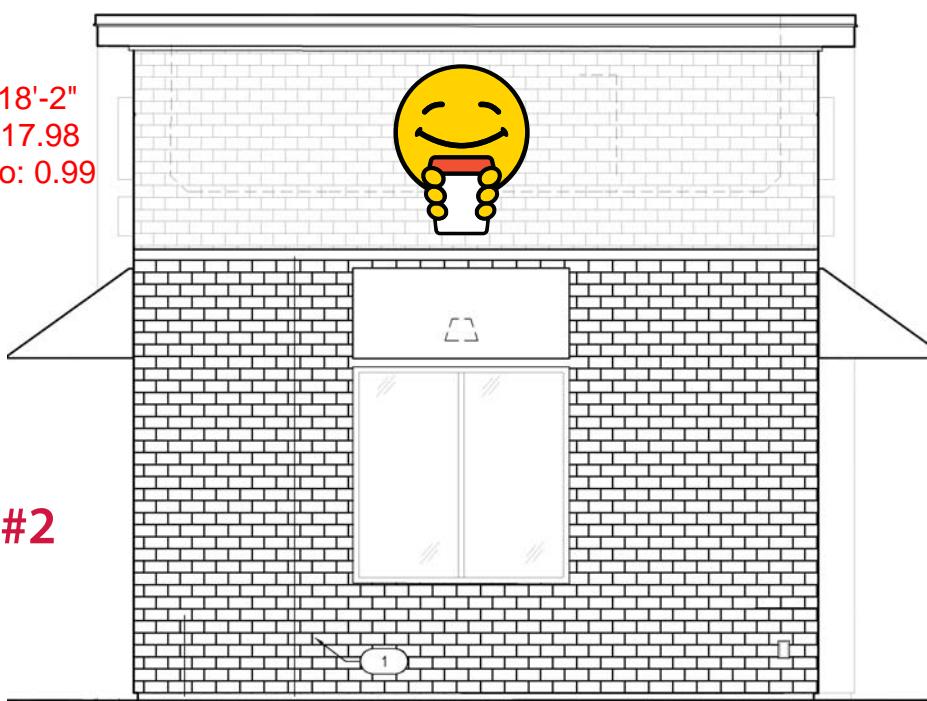


SIGN #1



side view

SIGN #2



1 EAST EXTERIOR ELEVATION

3630-015 YELLOW

3630-43 LIGHT TOMATO RED

7725-12 BLACK



4701 FIRST AVE. S.E. SUITE 11
CEDAR RAPIDS, IOWA 52402

PHONE: 319-389-8632

JOB DESCRIPTION
S/F ILLUMINATED LOGO SIGN.

PLEX FACE WITH 1ST SURFACE VINYL.

2" RETAINER PAINTED TO MATCH
BLACK VINYL.

R1: 05/29/24 • GE • CHANGED ELEVATION

FILE NAME 64526-01-1 DATE 03/12/24

JOB NAME SCOOTER'S

LOCATION LOCKPORT, IL

DRAWN BY GE SCALE 3/4" = 1'

SALESMAN ERICK KELLER

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SCOOTER'S
COFFEE DRIVE-THRU
LOCKPORT, IL

SIGN 3, SIGN 4



4701 FIRST AVE. S.E. SUITE 11
CEDAR RAPIDS, IOWA 52402

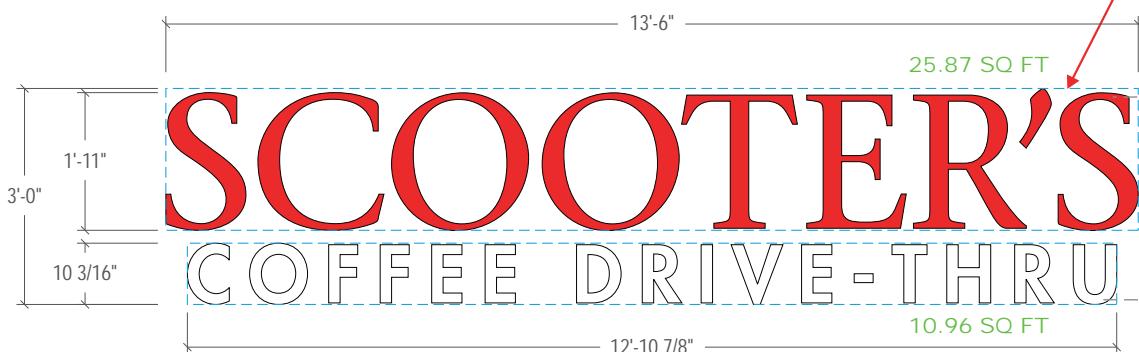
PHONE: 319-389-8632

JOB DESCRIPTION
ILLUMINATED CHANNEL LETTERS.

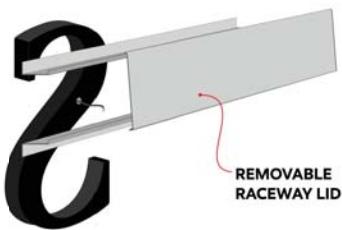
R1: 05/29/24 • GE • CHANGED ELEVATION

FILE NAME 64526-02-1 DATE 03/12/24
JOB NAME SCOOTER'S
LOCATION LOCKPORT, IL
DRAWN BY GE SCALE 3/8" = 1'
SALESMAN ERICK KELLER

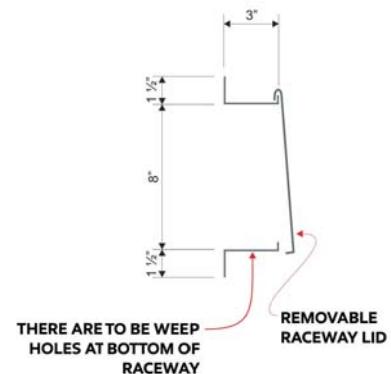
THIS IS AN ORIGINAL COMPUTER GENERATED COLOR PRINT. COLORS REPRESENTED ON THIS PRINT MAY NOT MATCH THE PMS CHIP, VINYL OR PAINT COLORS EXACTLY. IT IS TO BE VIEWED AS A REPRESENTATION ONLY. ALL DESIGNS & SPECIFICATIONS ARE THE SOLE PROPERTY OF CR SIGNS INC. THEY ARE ONLY FOR THE CUSTOMERS USE IN CONNECTION WITH A PROPOSED PROJECT. ARTWORK AND PRINTED MATERIAL ARE NOT TO BE USED BY ANYONE OUTSIDE OF YOUR ORGANIZATION.



QTY 2



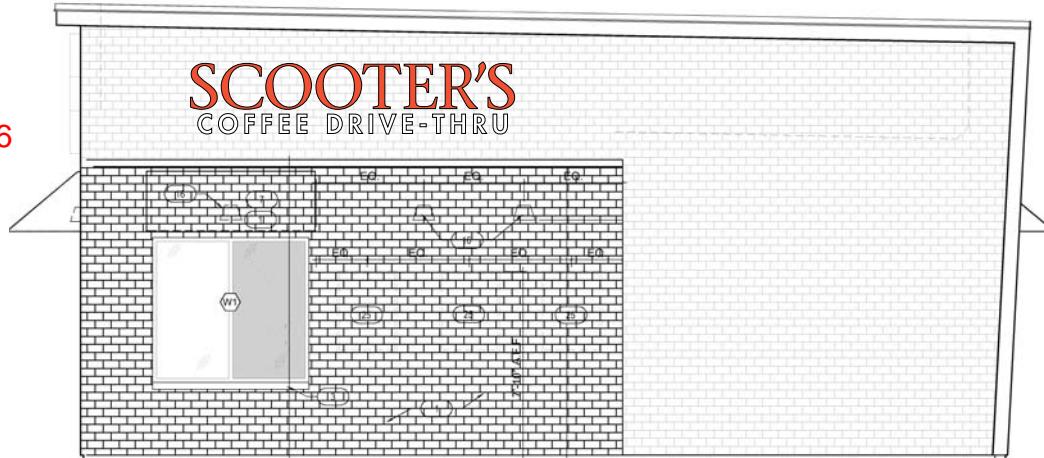
NOTE:
INVERTED RACEWAY TO BE SEALED BY ROOFER
AFTER INSTALLATION.



NOTE:
THERE ARE TO BE WEEP
HOLES AT BOTTOM OF
RACEWAY

LF: 38'-5"
SF: 36.83
Ratio: 0.96

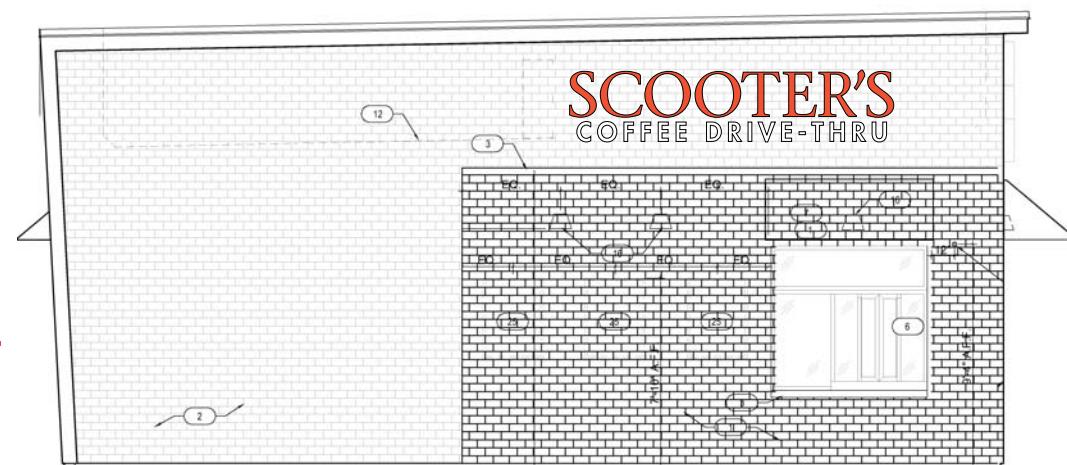
SIGN #3



2 NORTH EXTERIOR ELEVATION
SCALE: 3/8" = 1'-0"

LF: 38'-5"
SF: 36.83
Ratio: 0.96

SIGN #4



1 SOUTH EXTERIOR ELEVATION
SCALE: 3/8" = 1'-0"

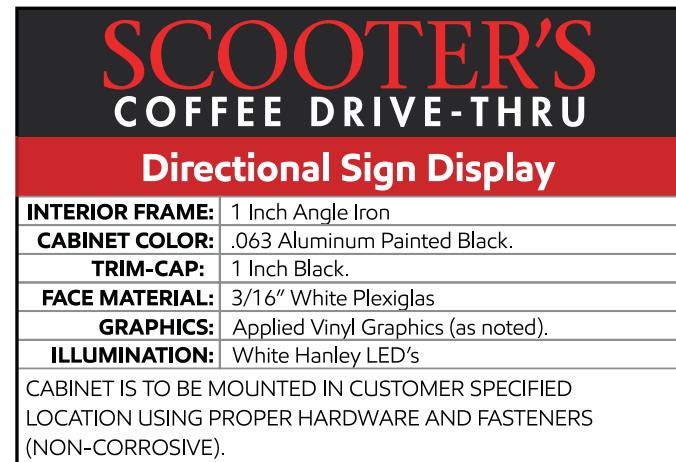


SCOOTER'S
COFFEE DRIVE-THRU

LOCKPORT, IL

230-43 LT. TOMATO RED

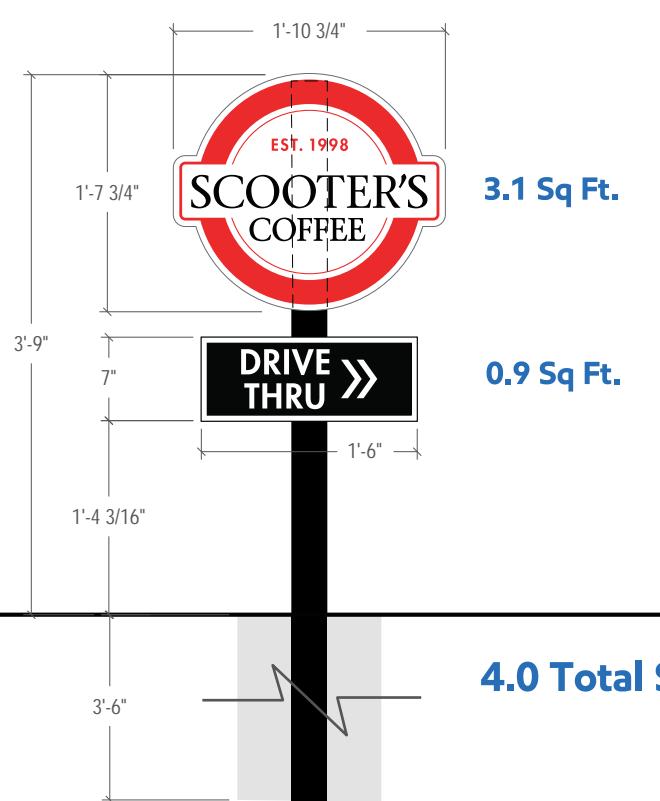
© COPYRIGHT BY CR SIGNS INC.



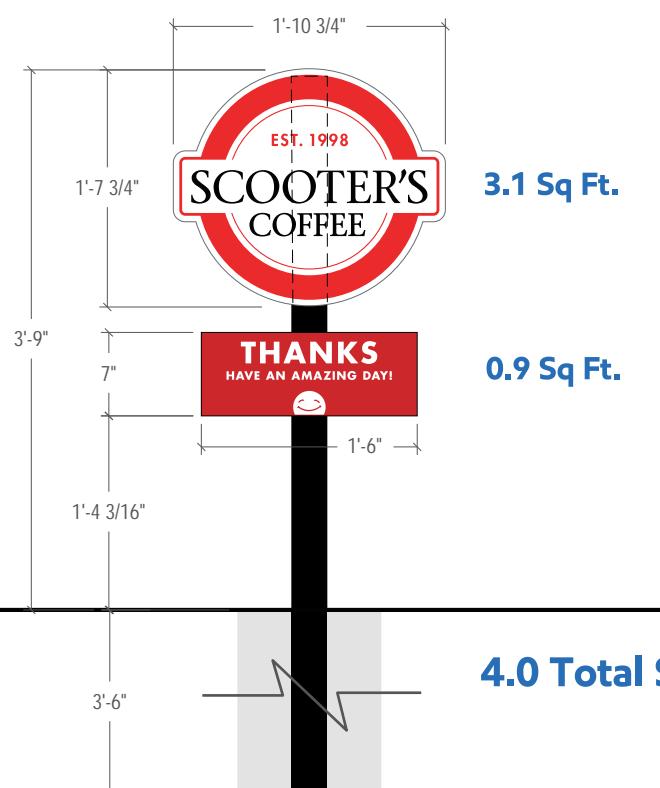
FOOTING DETAIL	
DEPTH:	42 Inches
WIDTH:	12 Inches
TYPE:	AUGURED.
STEEL SIZE:	3 Inch Std.

NOTE: TO BE VERIFIED.

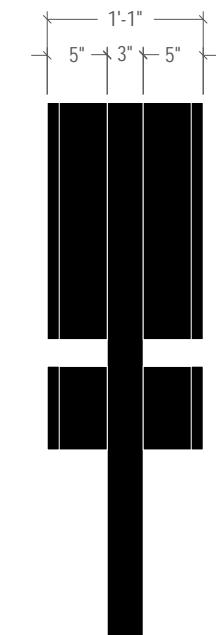
**QTY. 1
SIGN 7A**



**QTY. 1
SIGN 7B**



SCOOTER'S COFFEE DRIVE-THRU
 LOCKPORT, IL



SIGN 7

230-43 LT. TOMATO RED



230-22 BLACK



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PHONE: 319-389-8632

JOB DESCRIPTION
 ILLUMINATED D/F DIRECTIONAL SIGNS.

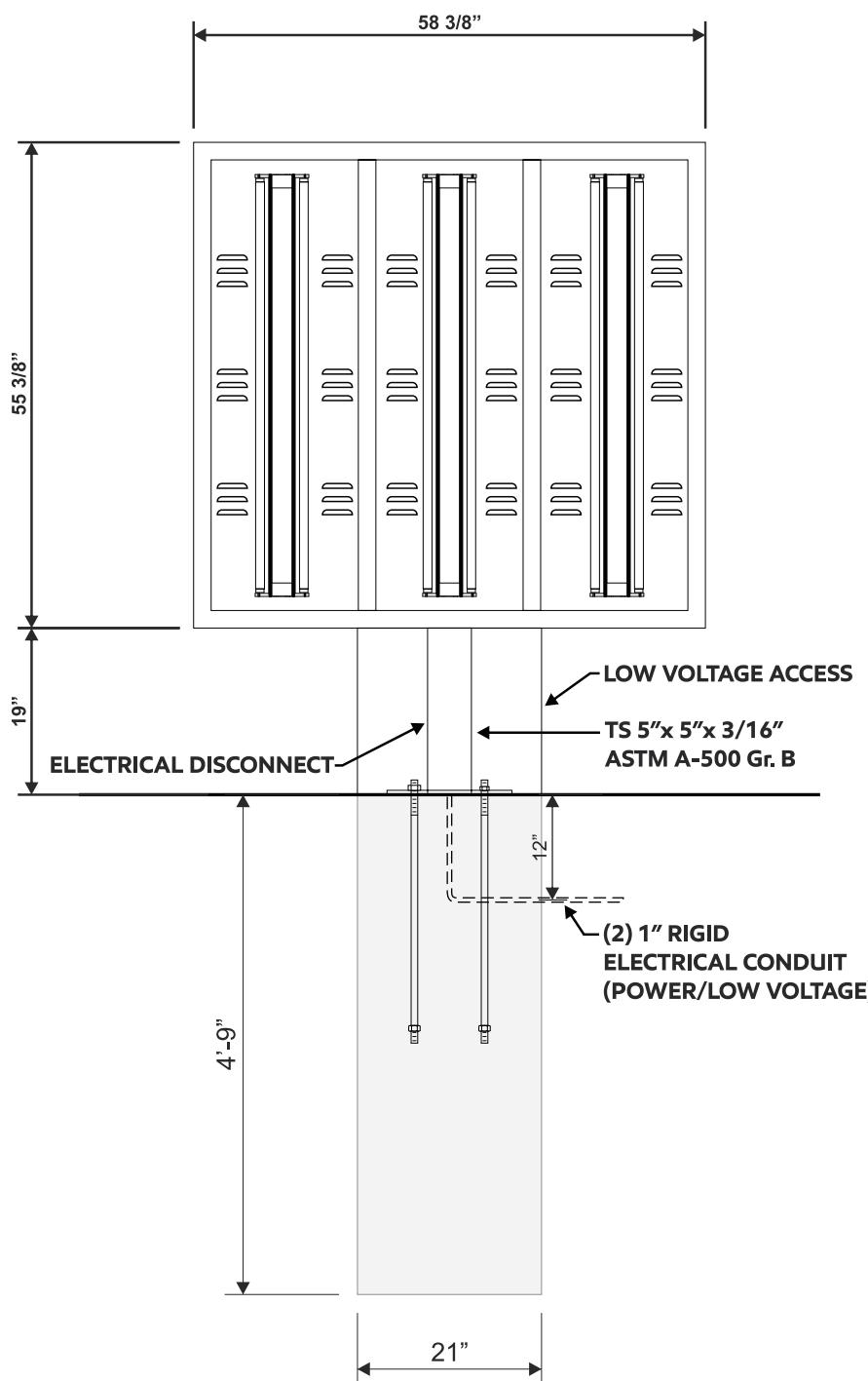
FILE NAME 64526-03-0 DATE 03/12/24
 JOB NAME SCOOTER'S
 LOCATION LOCKPORT, IL
 DRAWN BY GE SCALE 3/4" = 1'
 SALESMAN ERICK KELLER

THIS IS AN ORIGINAL COMPUTER GENERATED COLOR PRINT. COLORS REPRESENTED ON THIS PRINT MAY NOT MATCH THE PMS CHIP, VINYL OR PAINT COLORS EXACTLY. IT IS TO BE VIEWED AS A REPRESENTATION ONLY. ALL DESIGNS & SPECIFICATIONS ARE THE SOLE PROPERTY OF CR SIGNS INC. THEY ARE ONLY FOR THE CUSTOMERS USE IN CONNECTION WITH A PROPOSED PROJECT. ARTWORK AND PRINTED MATERIAL ARE NOT TO BE USED BY ANYONE OUTSIDE OF YOUR ORGANIZATION.

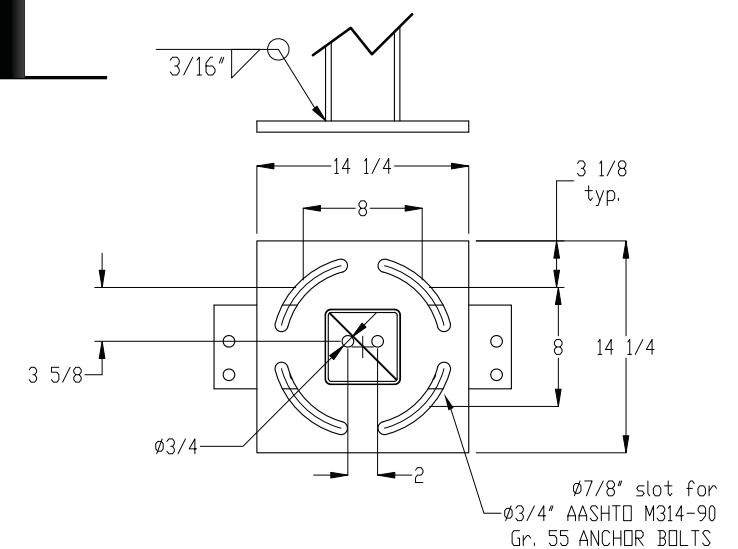
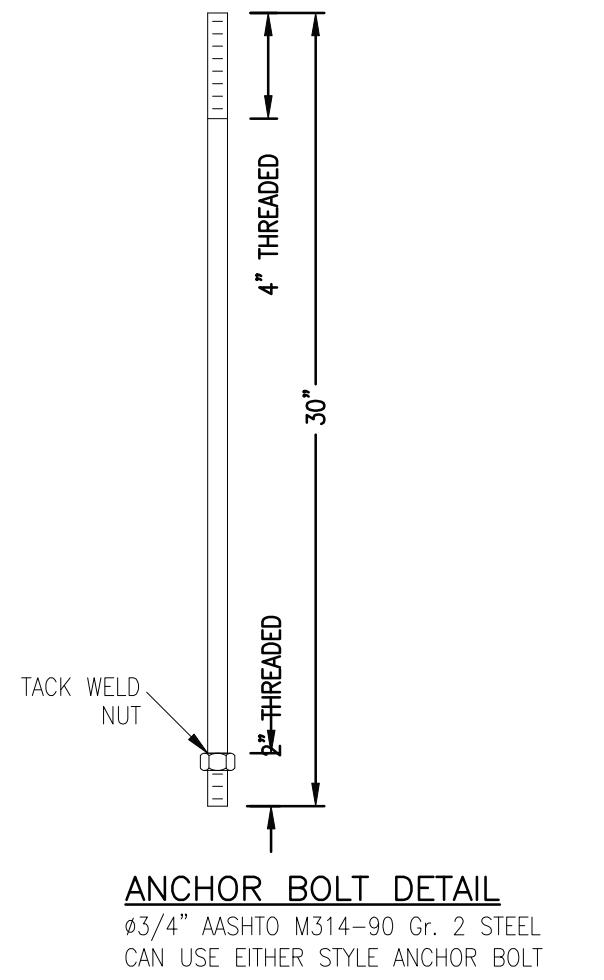
4701 FIRST AVE. S.E. SUITE 11
CEDAR RAPIDS, IOWA 52402

PHONE: 319-389-8632

JOB DESCRIPTION
MENU BOARD DISPLAY.
LED LIGHT. MOUNTED TO EXISTING PIPE
AND FOOTING AS SHOWN.
GRAPHICS ARE CHANGEABLE.



SCOOTER'S
COFFEE DRIVE-THRU
LOCKPORT, IL

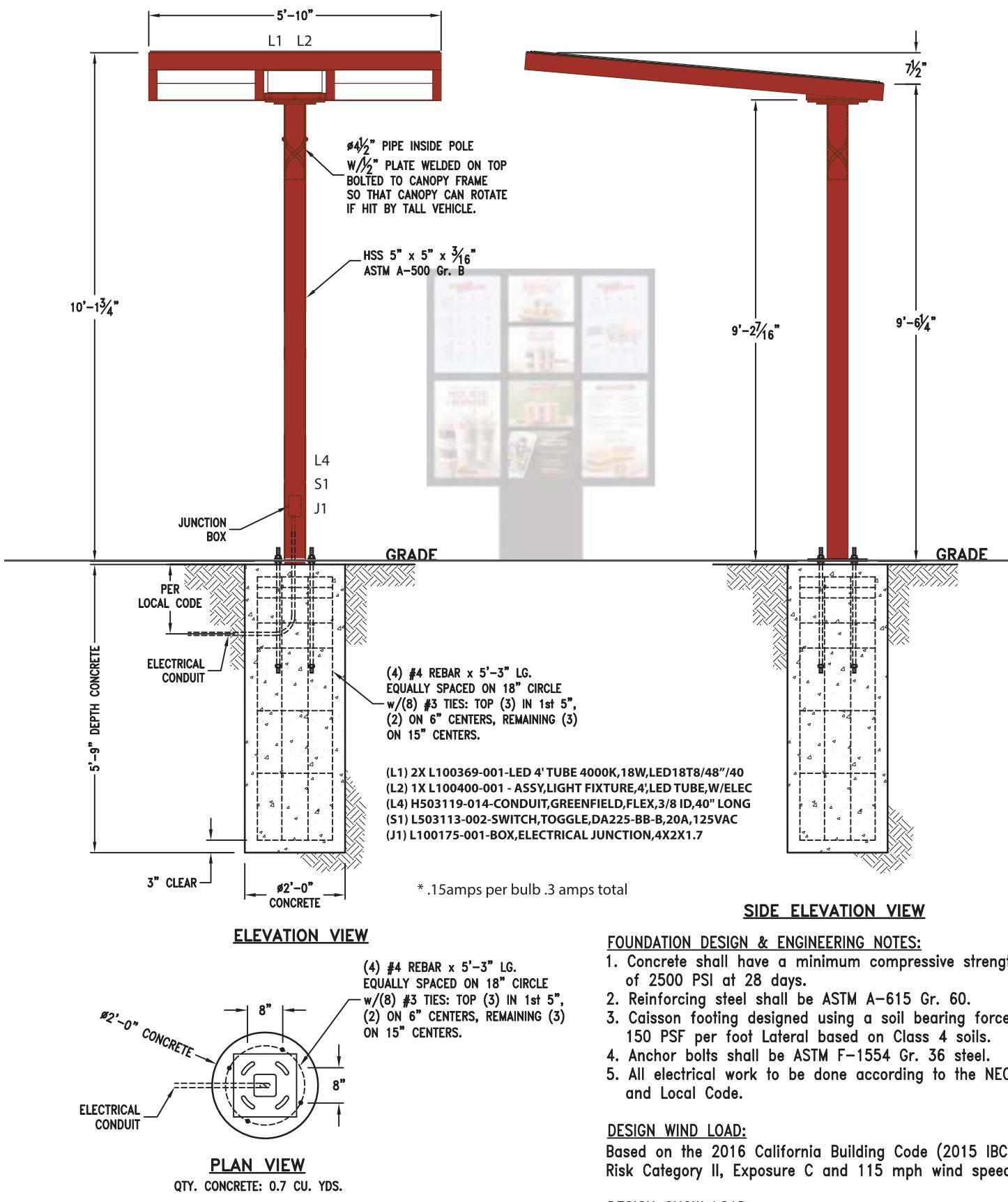


FILE NAME 64526-04-0 DATE 03/12/24
JOB NAME SCOOTER'S
LOCATION LOCKPORT, IL
DRAWN BY GE SCALE 3/8" = 1'
SALESMAN ERICK KELLER

THIS IS AN ORIGINAL COMPUTER GENERATED COLOR PRINT. COLORS REPRESENTED ON THIS PRINT MAY NOT MATCH THE PMS CHIP, VINYL OR PAINT COLORS EXACTLY. IT IS TO BE VIEWED AS A REPRESENTATION ONLY. ALL DESIGNS & SPECIFICATIONS ARE THE SOLE PROPERTY OF CR SIGNS INC. THEY ARE ONLY FOR THE CUSTOMERS USE IN CONNECTION WITH A PROPOSED PROJECT. ARTWORK AND PRINTED MATERIAL ARE NOT TO BE USED BY ANYONE OUTSIDE OF YOUR ORGANIZATION.

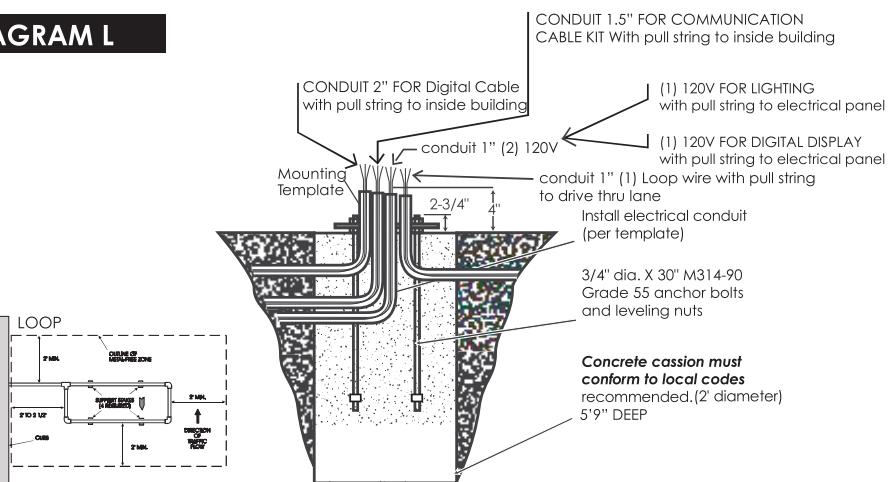


QTY. 1


 SCOOTER'S
 COFFEE DRIVE-THRU

LOCKPORT, IL

DIAGRAM L



② Foundation Placement

DIAGRAM G

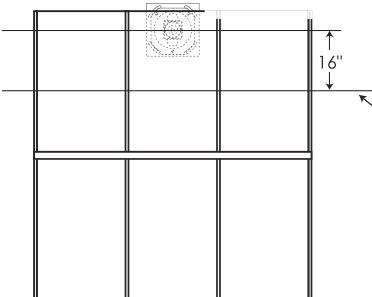
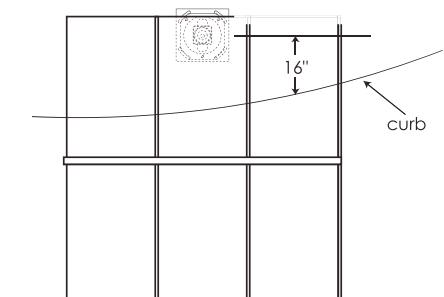
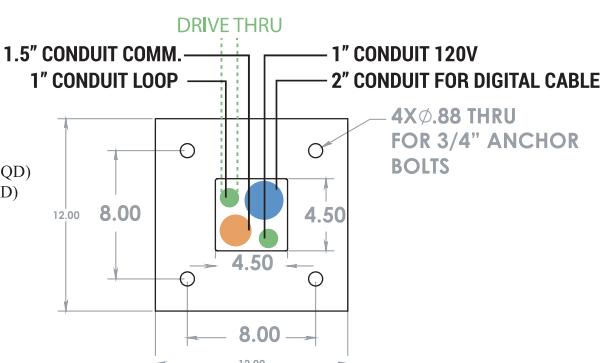

 CANOPY/CLEARANCE BAR
 LOCATION/POSITION
 (STRAIGHT DRIVE)

DIAGRAM H


 CANOPY/CLEARANCE BAR
 LOCATION/POSITION
 (CURVED DRIVE)

Mounting Template

DIAGRAM C



Foundation

The high voltage conduit must be installed in place by a qualified contractor. It runs from the power source to the menu board location. A conduit stub should protrude 4" above the concrete slab (see Diagram L). Use the template supplied for the correct relation between the mounting bolts and the conduit location. Power and ground leads should be pulled through the conduit approximately 12" beyond the conduit stub, and be accessible at the time of final wiring. Note: The 120VAC power lines run up the inside back of the pedestal base (see Diagram C, Mounting Template).

After the location is established, pour the concrete footing per local codes. While the concrete is still soft, insert the four (4) anchor bolts. Use the supplied template as a bolt and conduit locator. Anchor bolts should be 2-3/4" above grade (see Diagram F, Foundation). Note: Prior to placing the template down, one (1) nut must be threaded onto each anchor bolt and sunk into the concrete, flush with the top of the nut. Place the template over the eight (4) anchor bolts and secure in place with four (4)

FILE NAME 64526-05-0 DATE 03/12/24

JOB NAME SCOOTER'S

LOCATION LOCKPORT, IL

DRAWN BY GE SCALE 3/8" = 1'

SALESMAN ERICK KELLER

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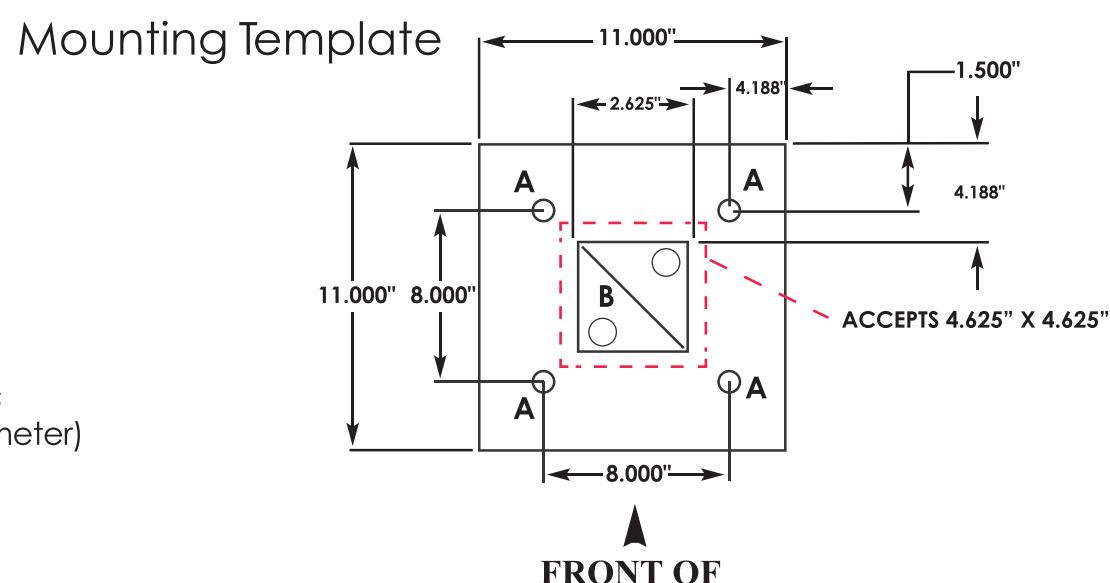
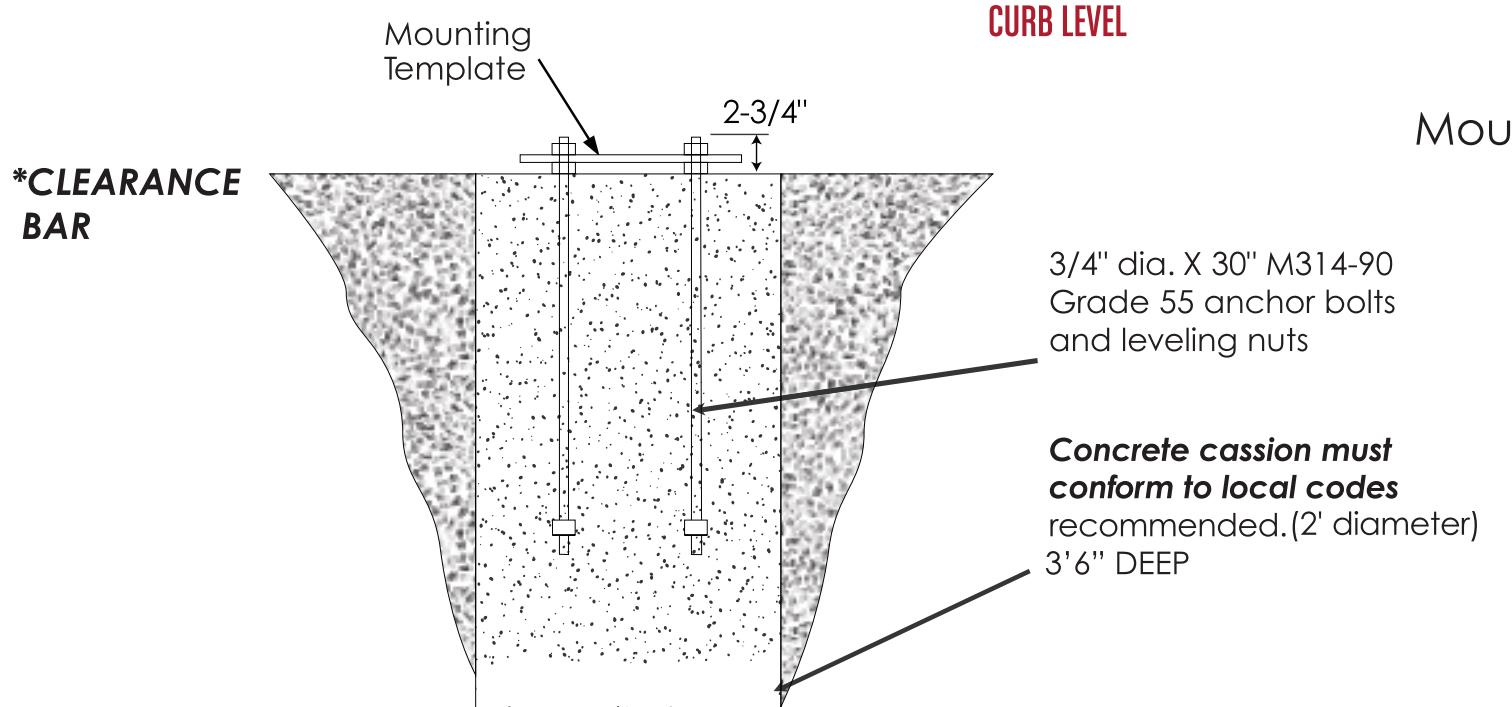
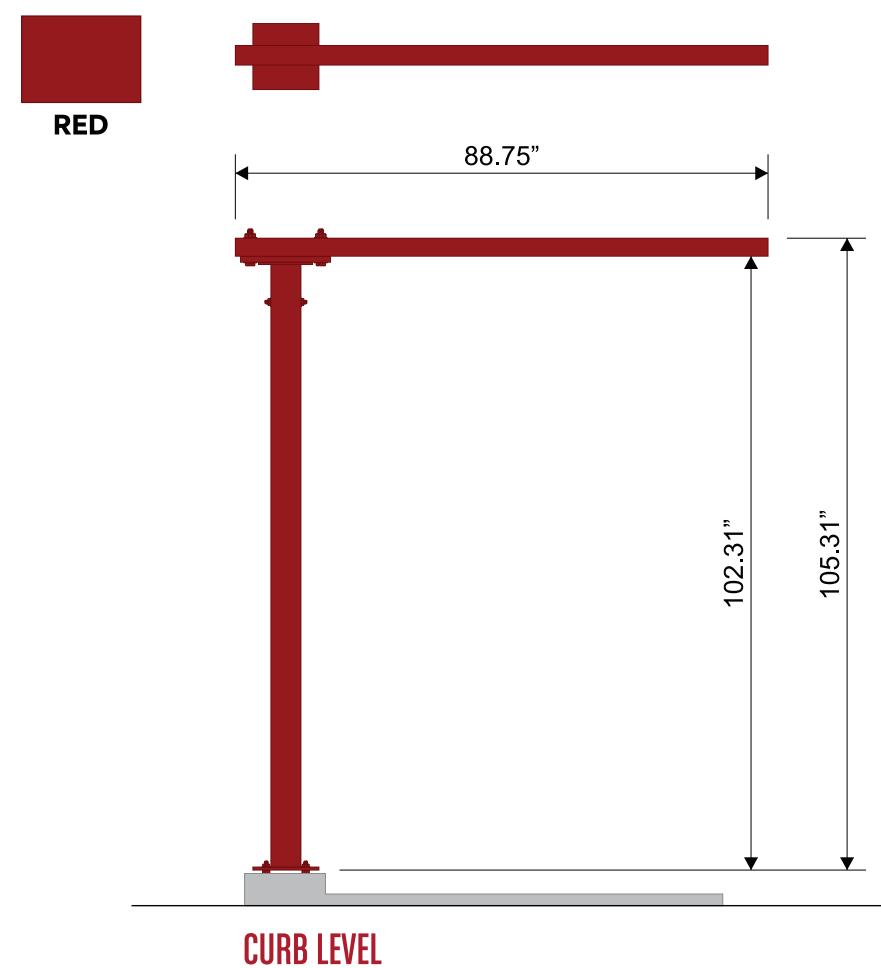
4701 FIRST AVE. S.E. SUITE 11
CEDAR RAPIDS, IOWA 52402

PHONE: 319-389-8632

JOB DESCRIPTION
DRIVE THRU CLEARANCE BAR.

FILE NAME 64526-06-0 DATE 03/12/24
JOB NAME SCOOTER'S
LOCATION LOCKPORT, IL
DRAWN BY GE SCALE 3/8" = 1'
SALESMAN ERICK KELLER

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CEDAR RAPIDS, IOWA 52402

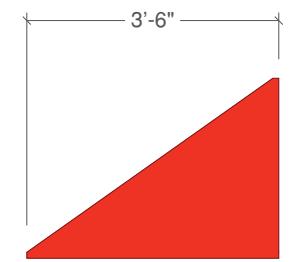
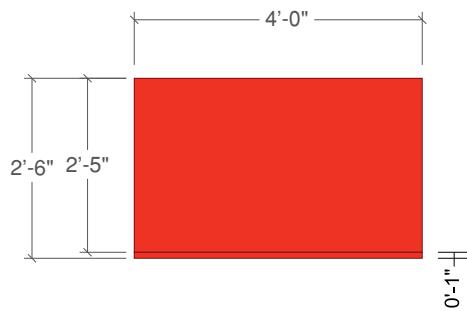
PHONE: 319-389-8632

JOB DESCRIPTION
NON-ILLUMINATED AWNING DISPLAYS.

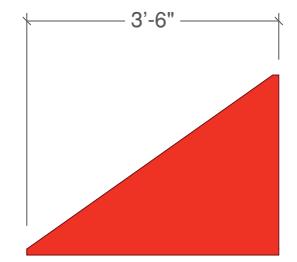
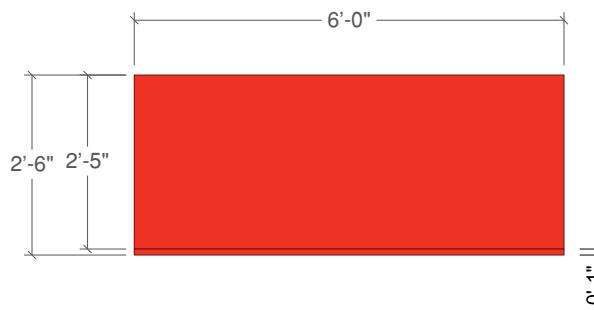
R1: 05/29/24 • GE • CHANGED ELEVATION

FILE NAME 64526-07A1 DATE 03/12/24
JOB NAME SCOOTER'S
LOCATION LOCKPORT, IL
DRAWN BY GE SCALE 3/8" = 1'
SALESMAN ERICK KELLER

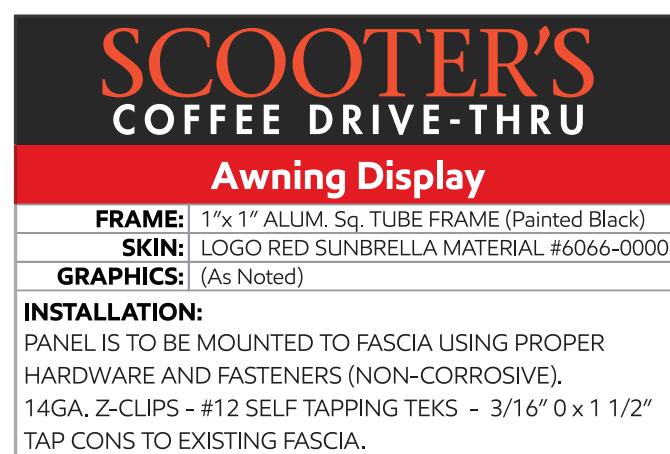
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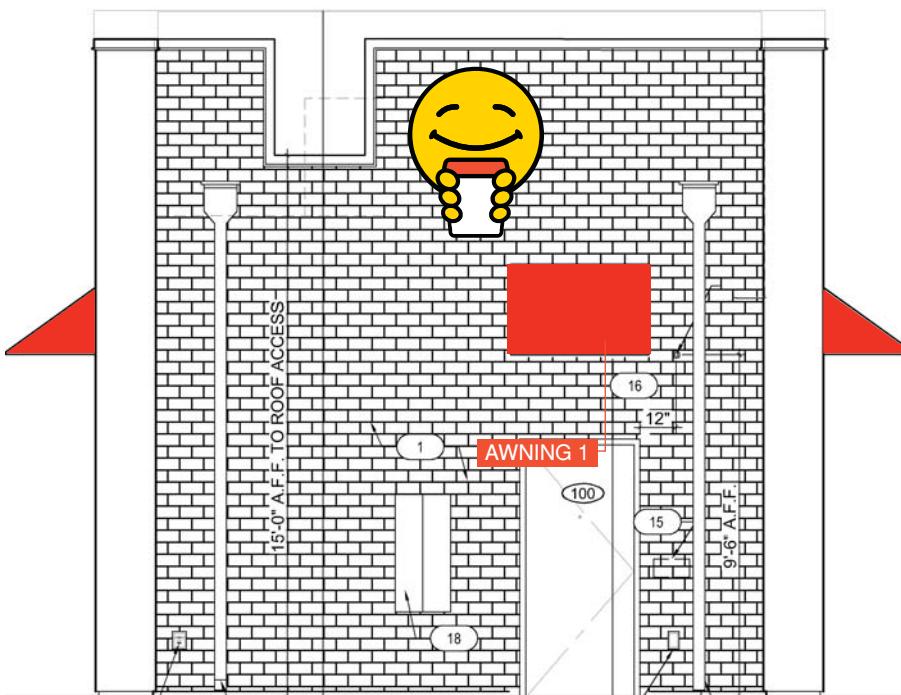
AWNING #1



AWNING #2

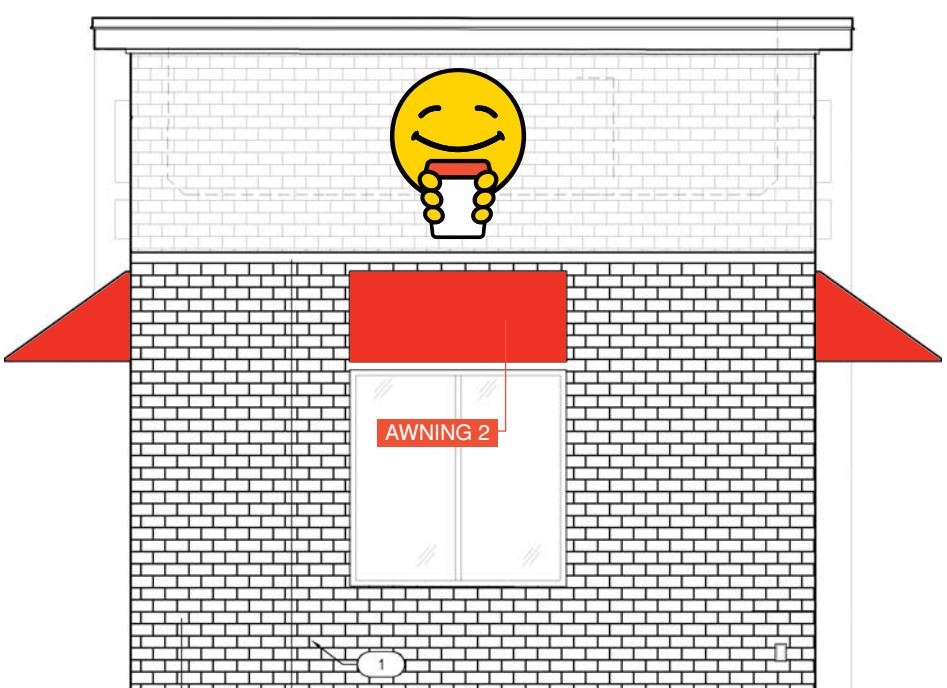


SCOOTER'S
COFFEE DRIVE-THRU
LOCKPORT, IL



2 WEST EXTERIOR ELEVATION

SCALE: 3/8" = 1'-0"



1 EAST EXTERIOR ELEVATION

SCALE: 3/8" = 1'-0"

4701 FIRST AVE. S.E. SUITE 11
CEDAR RAPIDS, IOWA 52402

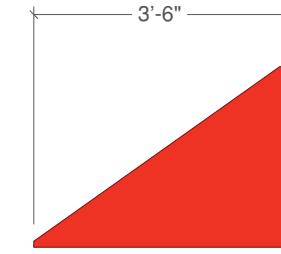
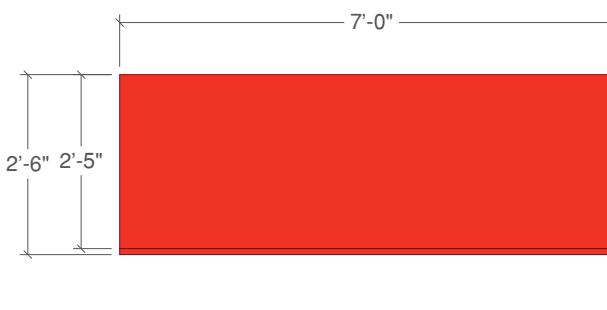
PHONE: 319-389-8632

JOB DESCRIPTION
NON-ILLUMINATED AWNING DISPLAYS.

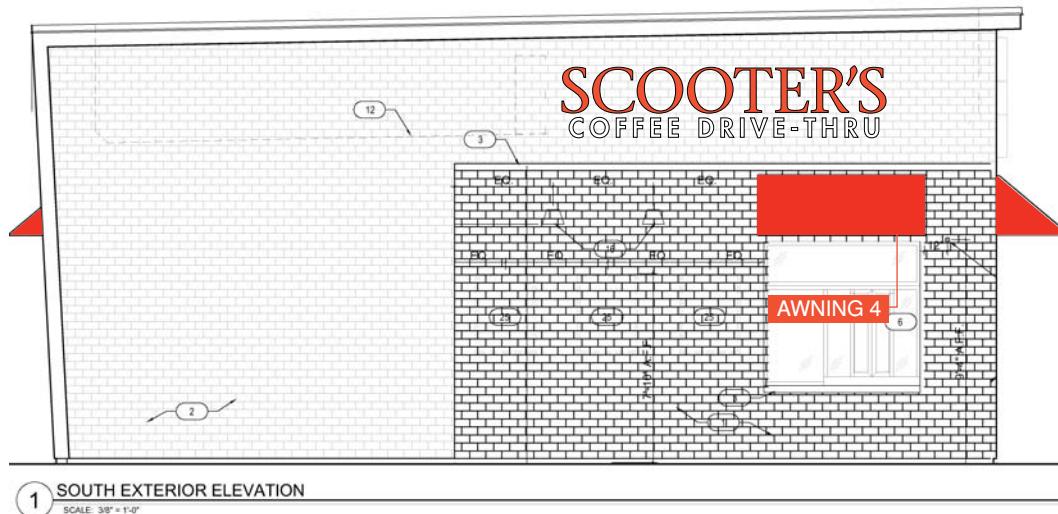
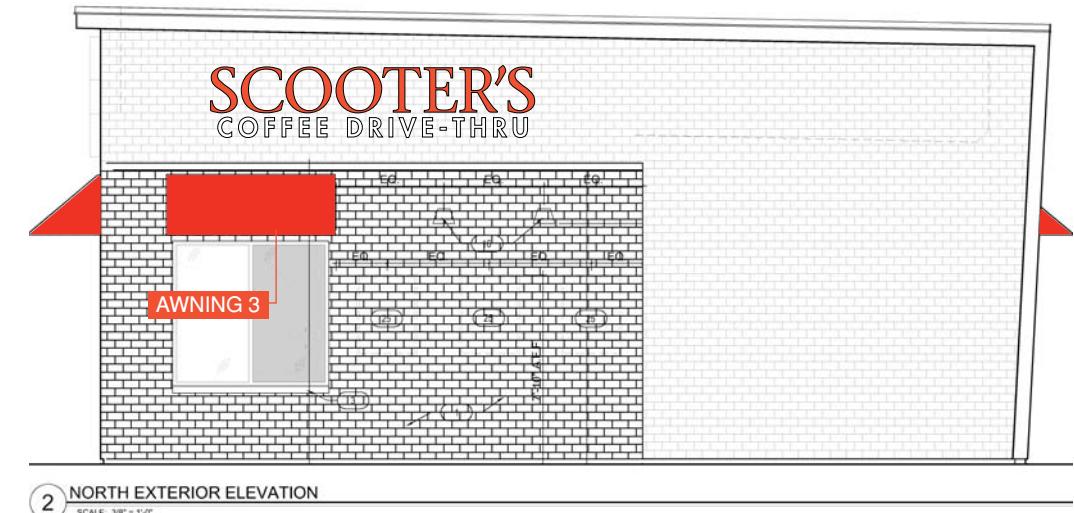
R1: 05/29/24 • GE • CHANGED ELEVATION

FILE NAME 64526-07B1 DATE 03/12/24
JOB NAME SCOOTER'S
LOCATION LOCKPORT, IL
DRAWN BY GE SCALE 3/8" = 1'
SALESMAN ERICK KELLER

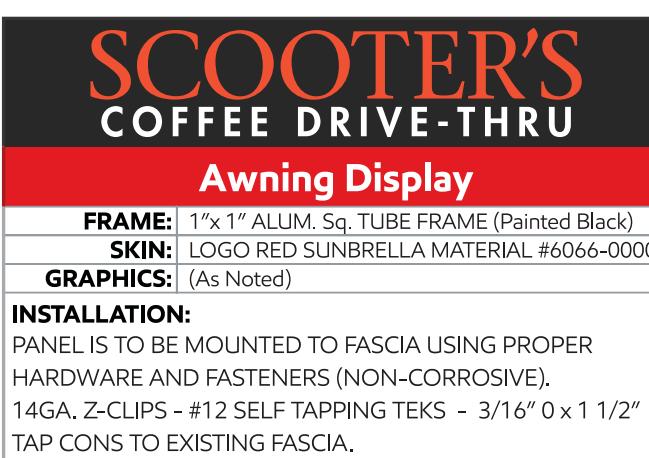
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AWNING #3, #4



SCOOTER'S
COFFEE DRIVE-THRU
LOCKPORT, IL



MONUMENT



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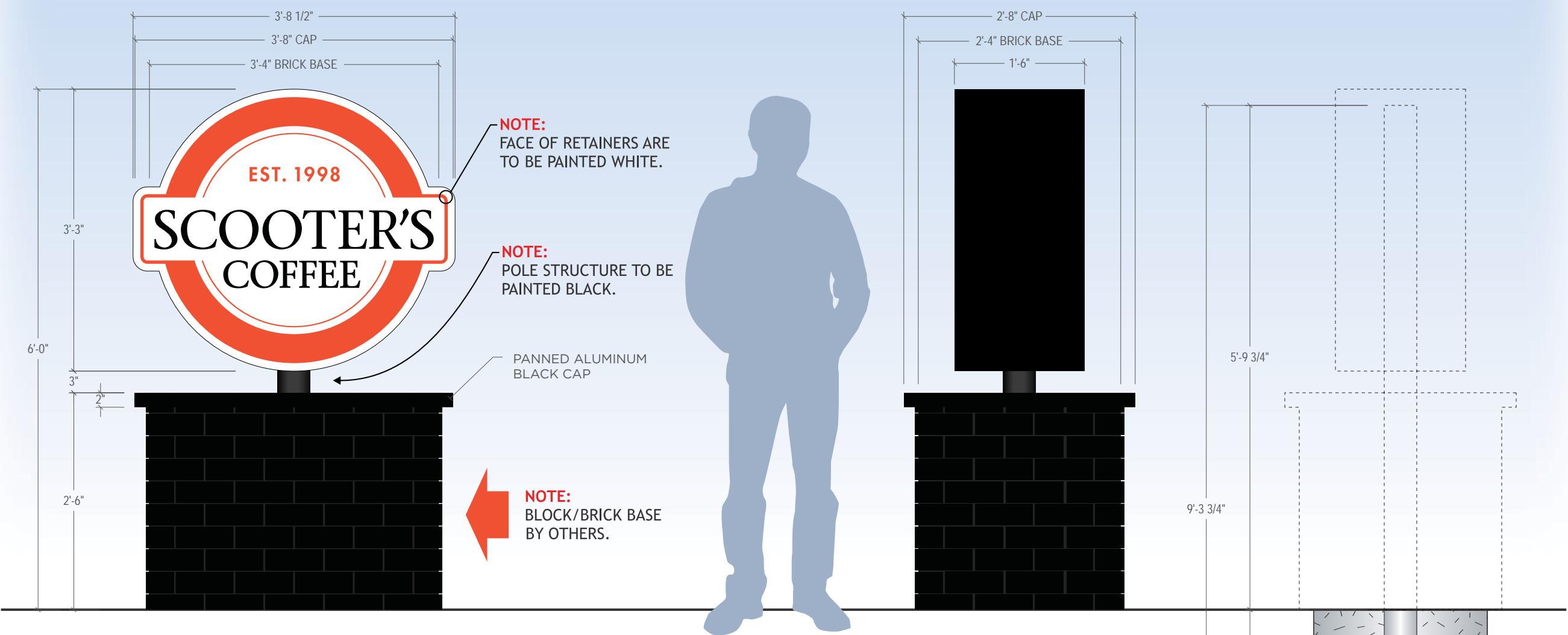
PHONE: 319-389-8632

JOB DESCRIPTION
D/F MONUMENT, 6' HIGH.
ASSUMES BRICK BASE, FOOTING, STEEL
BY OTHERS.

R1: 05/30/24 • GE • REMOVED OPTION

FILE NAME 64526-08-1 DATE 03/12/24
JOB NAME SCOOTER'S
LOCATION LOCKPORT, IL
DRAWN BY GE SCALE 3/4" = 1'
SALESMAN ERICK KELLER

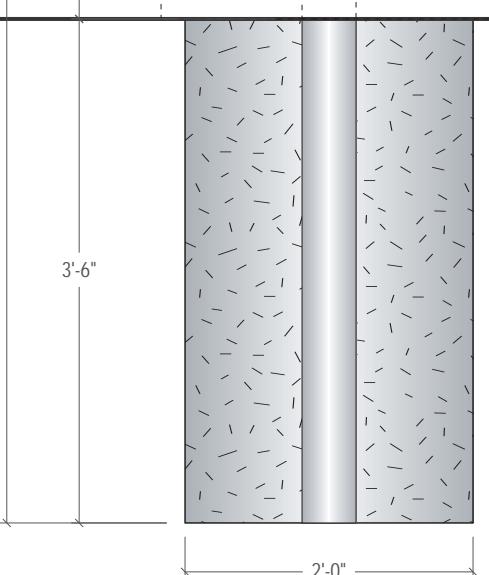
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Section Modulus [in³]: .40 each column
Wind Pressure [psf]: 16.00
Wind Load [lbs]: 323.52

Schedule 40 Round Pipe Size [in]: 4 each column

Required Footing Width [ft]: 2.00 each column
Footing Depth [ft]: 3.5 each column
Concrete Volume [yd³]: 0.35 each column
Total Concrete [yd³]: 0.35



230-43 LT. TOMATO RED



230-22 BLACK





City of Lockport
Community & Economic Development Dept.

222 E. 9th Street. 2nd Floor · Lockport, Illinois 60441
Phone 815-838-0549 · Fax 815-588-0111

Planning and Zoning Memorandum

Case # 2024-008

TO: Plan & Zoning Commission

FROM: Kimberly Phillips, City Planner

DATE: August 2, 2024

SUBJECT: Special Use Permit for a Drive-thru Facility within the C2 Community Commercial Zoning District and Preliminary/Final Development Plan Review “In-One-Step”; for Lot 4 in Lockport Plaza (Scooter’s Coffee Kiosk)

I. SUMMARY

Naishilkumar Patel, on behalf of Scooter’s Coffee and contract purchaser of the 0.78 acre property is seeking approval of Development plans for a new drive-thru coffee kiosk. The submittal includes Special Use Permit for a Drive-thru Facility and Preliminary/Final Development Plan Review (in-one-step). The subject property, Lot 4 of Lockport Plaza, is generally located northeast of the 9th Street and 7th Street intersection.

Submitted Plans for consideration include:

1. Final Site Plan, prepared by RTM dated 7/8/24
2. Final Engineering Plans, prepared by RTM dated 7/8/24
3. Final Landscape Plan, prepared by Evergreen Design Group, dated 7/3/24
4. Final Elevations, prepared by Scooter’s Coffee Frederick J. Goglia Architect, dated 7/1/24
5. Photometric Plan, prepared by Scooter’s Coffee Robert L. Queathem, Engineer, dated 4/24/24
6. Signage Plans, prepared by CR Signs, dated 3/12/24 (received 8/5/24)

II. GENERAL INFORMATION

- A. Petitioner: Naishilkumar Patel
- B. Location: Northeast of the 7th Street and 9th Street Intersection
- C. PIN number: 11-04-24-111-012-0000
- D. Parcel Size: 0.78 acres
- E. Zoning: Currently zoned C2 Community Commercial
- F. Current Use: Vacant Outlot of a Retail Center

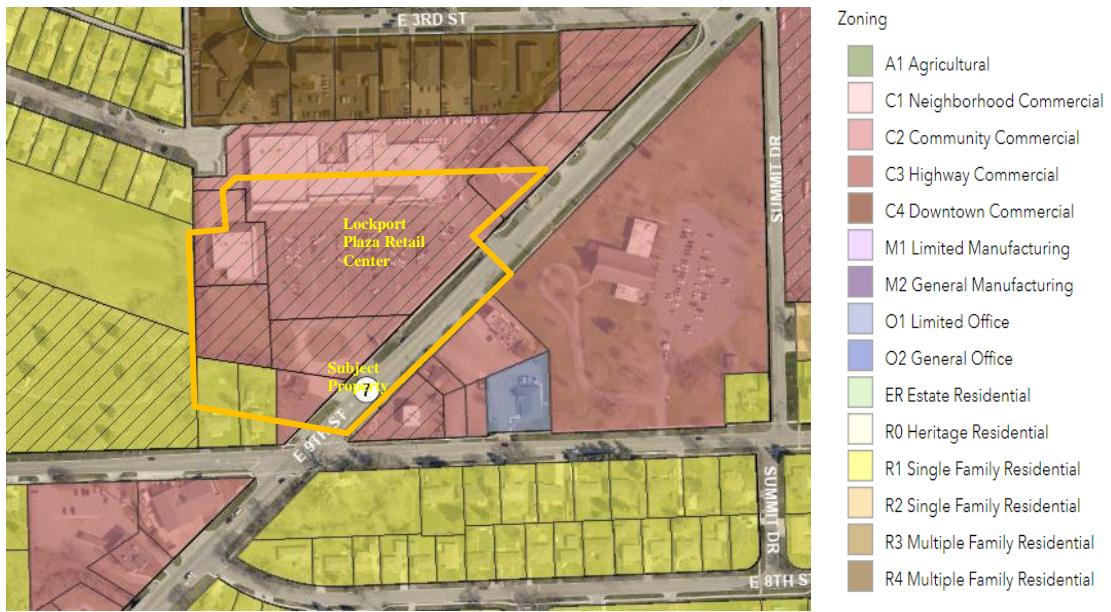
III. RELEVANT CITY PLANS

City of Lockport Comprehensive Plan: The City’s Comprehensive Plan calls for a wide range of retail businesses, service, and office uses. This also includes buildings mixing commercial and

residential uses. Development in this land use classification must be seamlessly connected to adjacent residential neighborhoods.

SURROUNDING ZONING

The property is currently zoned C-2 Community Commercial:



Surrounding Zoning and Land Use

Direction	Zoning	Jurisdiction	Use
North	C-2 Community Commercial	City of Lockport	Retail Center
West	C-2 Community Commercial	City of Lockport	Vacant – Future Sports Huddle Addition
South	C-2 Community Commercial	City of Lockport	Auto Repair Shop and Fast Food Restaurant
East	C-2 Community Commercial	City of Lockport	Commercial Uses

Views of the subject property and surrounding area



Facing north, the subject property and retail center from 9th Street



Facing south, from the subject property



Facing east from the subject property along 9th Street

IV. PROJECT EVALUATION

The subject property is an outlot that is located within the Lockport Plaza Retail Center which consists of four lots total, three outlots and one large lot encompassing the majority of the Center. It is currently zoned C-2 Community Commercial. The overall center is 5.42 acres and the subject property is approximately 0.78 acres. The outlot is an irregularly shaped lot having the driveway access (and multi-tenant monument sign) for the overall retail center within its boundary. The Center has been there for many years. Currently, it is home to a Post Office Facility, Napa Autoparts, Papa Joe's Restaurant, Sports Huddle, and Dance Studio.

The subject property is one of two lots in Lockport Plaza that were created in 2012 when the overall center had been resubdivided in an attempt to make updates and create opportunity for future investment. However, there are still non-conforming conditions that exist today, especially relating to parking, circulation, and the general layout that challenges new commercial development.

The proposed development is a Scooter's Coffee Kiosk which accommodates drive thru only customers. A Drive thru facility is classified as a special use within the C-2 Community Commercial Zoning District which requires a public hearing with public notice. All required notifications have been completed.

V. SPECIAL USE PERMIT FOR DRIVE THRU FACILITY

The City Council may authorize, by ordinance, the establishment of this special use as designated in the C-2 Community Commercial zoning district. All requirements and restrictions of the C-2 Commercial zoning district shall be applicable to the establishment and maintenance of the

special use. The Plan and Zoning Commission shall provide recommendation to the City Council. The City Council may accept the findings and the recommendations of the Plan and Zoning Commission in whole or in part and can approve, reject, or establish conditions or standards for the proposed special use.

Findings of Fact - Section 156.124 - Special Use Standards. A special use permit shall be granted only if evidence is presented to establish the following:

(A) *The proposed use at the particular location requested is necessary or desirable to provide a service or facility which is in the interest of the public and will contribute to the general welfare of the neighborhood or community.*

The proposed drive thru facility is a benefit to the surrounding community. Although the building is small, the Coffee Kiosk is a quality development having appropriate landscaping, circulation and a masonry building exceeding our commercial material standards while improving the general aesthetic of a part of the community where little to no investment has taken place for more than a decade. It is utilizing a restrictive lot that is limited in the types of development that can take place, having a third of its "lot area" being utilized for general access into the retail center and multi-tenant sign.

(B) *The proposed use will not have a substantial adverse effect upon the adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matters affecting the public health, safety and general welfare.*

The drive thru use should not have adverse effect upon adjacent property or the character of the neighborhood. The trend for this portion of the City has unfortunately been minimal investment with no new development. The proposed development should provide a service for drivers passing by and should not have negative impact on traffic conditions as limited additional traffic would be generated, in particular because the heaviest customer traffic hours are during times when the remainder of the Center's businesses are closed in the morning.

(C) *The proposed building or use will be designed, arranged and operated so as to permit the development and use of the neighboring property in accordance with the applicable district regulations.*

The developer has designed the development to operate in accordance with all applicable district regulations.

VI. PROJECT OVERVIEW

Final Site Plan.

The Site Plan illustrates a new 664 sf proposed Commercial Building for a Coffee Kiosk with a drive thru lane and vehicle queueing. The access comes from 9th Street which is also general access into the overall retail center. IDOT improvements are underway, which will provide a new turn lane. However, the location of the original driveway will not change. The main entrance will, however, be converted to a right in/right out according to design approvals for the Route 7 project

via IDOT. The Plan shows that the Coffee Kiosk will accommodate drive thru customers only. There is no pickup window or any indoor or outdoor eating areas.

Final Elevations. Building elevations show that the materials meet the City's Architectural Design Standards with more than the required 60% Class I Materials. Face brick will be used with Dark Bronze Aluminum Windows. Red awnings are shown over the drive thru pickup windows and employee entrance at the rear of the building. The roof top equipment is screened with a parapet cap.

Signage: A sign package has been included which includes one wall sign for each elevation (total of four), a speaker canopy, an electronic menu board, two directional signs, and four awnings. A monument sign was also included in the package, however, the existing multi-tenant sign for the overall retail center is currently located on the lot. Staff suggests displaying a panel in the existing multi-tenant sign.

Engineering: The following Engineering comments have been provided:

- The final engineering plans have been reviewed by the City's Development Engineering Consultant, Chamlin & Associates. Engineering items have been substantially addressed with a few clarification and clean-up items that are noted to be addressed prior to COTW or prior to construction, as noted in the attached Scooter's Coffee Final Engineering Review #2 dated August 7, 2024.
- Proposed site work in the 9th Street right-of-way, including entrance apron, sidewalk and storm sewer will be constructed by others as part of the 9th Street channelization improvements currently underway. City Public Works staff is coordinating these improvements with the designers and contractors of the 9th Street project.

Fire District. The Fire District does not have any comments at this time.

VII. RECOMMENDATION

Should the Commission find the proposed Coffee Kiosk development acceptable, the following motions are suggested:

- A. **A motion to adopt staff's findings of facts and recommend approval for a special use permit for a drive thru facility subject to the following conditions:**
 1. The attached sign exhibit shall be a condition of the special use permit. A separate sign permit application is needed at the time of building permit.
- B. **A motion to recommend approval of the Preliminary/Final Development Plans.**

VIII. ATTACHMENT(S)

1. Final Site Plan, prepared by RTM dated 7/8/24
2. Final Engineering Plans, prepared by RTM dated 8/5/24
3. Final Landscape Plan, prepared by Evergreen Design Group, dated 8/5/24
4. Final Elevations, prepared by Scooter's Coffee Frederick J. Goglia Architect, dated 7/1/24
5. Photometric Plan, prepared by Scooter's Coffee Robert L. Queathem, Engineer, dated 4/24/24
6. Signage Plans, prepared by CR Signs, dated 3/12/24 (received 8/5/24)

DATE: August 29, 2024

SUBJECT: Scooter's Coffee Final Engineering Review #3

This letter summarizes the results of a Chamlin & Associates Inc. engineering review on behalf of the City of Lockport of Final Engineering Plans and associated materials submitted for the proposed Scooter's Coffee by RTM Engineering Consultants. The development is generally situated on the northeast side of East 9th Street in the City of Lockport. The development consists of 0.78 acres of partially paved land adjacent to an existing parking lot and automotive shop.

This memo incorporates comments from the review of following items:

- Final Engineering Plans, revised 8/29/24, prepared by RTM Engineering Consultants
- Final Stormwater Management Report, undated
- Final Landscape Plan, dated 7/31/24, prepared by Evergreen Design Group
- EOPC of Site Improvements, dated 5/22/24, prepared by RTM Engineering Consultants
- ALTA Land Survey, dated 3/13/24, prepared by Landmark Engineering
- Engineering Comment Response letter, received 8/29/24, prepared by RTM Engineering
- Landscaping Comment Response letter, dated 7/3/24, prepared by Evergreen Design Group

City of Lockport reviews are to determine compliance with the City of Lockport Development Code, City of Lockport Standard Details, State Statutes, and a typical degree of care and skill ordinarily exercised by Engineers and Surveyors currently practicing under similar circumstances. The following is a list of comments generated from our review. **All previous plan review comments have been addressed except the Plat of Easement that is currently being prepared and must be submitted, approved and recorded prior to construction:**

General:

1. A Plat of Easement should be prepared to dedicate a City Utility and Drainage Easement over existing sanitary sewer, watermain and drainage way running along south end of site. The easement should be 25 feet wide and be described using City easement provision Exhibit #EP-1. **The easement has been added to the**

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Ottawa Office

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Phone 815.434.7225 • Fax 815.434.2831
ottawa@chamlin.com

Mendota Office

903 Main Street • Mendota, IL 61342
Phone 815.539.8137 • Fax 815.224.8575
mendota@chamlin.com

August 29, 2024
Scooter's Coffee Final Plan Engineering Review #3
Page 2

engineering plan. The Plat of Easement is currently being prepared and must be submitted, approved, and recorded prior to construction.

2. Add the following note to ALL plan sheets to clarify "Proposed site work in the 159th Street ROW is to be done by others". This site work including entrance apron, sidewalk and storm sewer will be constructed by others as part of the 159th Street channelization improvements currently underway. **Addressed**

Final Engineering Plans:

General:

1. Show tree protection for individual trees to be preserved, on all plan sheets. No trees are being preserved. **Addressed**.
2. Final plans shall be signed and sealed by a Professional Engineering licensed in the State of Illinois. **Addressed**

Sheet C0 – Index, Legend & Overall Layout

3. Add a note that "City of Lockport Development Code and Standard Details should take precedence in the event of any conflicts". Carefully check all plan notes and specifications to ensure removal of all conflicts with the City Development Code and change notes accordingly. **Addressed**
4. Add a note(s) to require that "All public and private storm sewer, sanitary sewer and watermain be specified, installed and tested according to the requirements of the City of Lockport City Development Code and Standard Details." **Addressed**

Sheet C-1 Demo Plan

5. Revise note #10 to require IDOT CA-7 granular trench backfill to be used when any portion of the trench is within 5 feet of proposed or existing pavement, sidewalk, curb & gutter or driveways. It is currently stated as 2'. **Addressed**
6. It appears that all gravel/paving is to be removed along the south property boundary, but on site plan it appears that a portion of it remains. Please coordinate. **Addressed**

Sheet C-2 Site Plan

7. All pavement markings should be thermoplastic including those within the State ROW. **Addressed**
8. Call out combination curb & gutter size (e.g. B-6.12). **Addressed**
9. Clarify where barrier curb is being used and where combination curb and gutter is being used. We recommend use of combination curb and gutter throughout the site.
10. Call out sign locations and sign labels. **Addressed**

August 29, 2024
Scooter's Coffee Final Plan Engineering Review #3
Page 3

Sheet C-2A City Site Plan

11. See attached plan markups with comments (from City Public Works Department) related to site entrance to 159th Street. **Addressed**
12. Increase width of sidewalk adjacent to curbs and pavements (north side of building) from 5 feet wide to 7 feet wide. **Addressed**
13. Show B-6.24 depressed curb that will be installed on IDOT 61H98 contract. **Addressed**

Sheets C-3 and C-3A Grading Plans

14. Provide means for passing the 100-year overflow from the existing site and detention area to the west of the subject property. We recommend providing a swale along the south end of the site for these purposes. **Addressed**
15. Add labels to detention ponds that call out elevations and capacities. **Addressed**
16. Show catch basin in lieu of curb cut in RI/RO entrance. **Addressed**

Sheet C-4 Utility Plan

17. Eliminate duplicate or inapplicable sanitary service lateral notes. **Addressed**
18. Call out pipe materials for water service and storm sewer on this sheet and confirm compliance with City Standards. **Addressed**
19. Show catch basin and associated piping for RI/RO entrance. **Addressed**
20. Add a note to reference Lockport standards on the plans. **Addressed**
21. Show a flared end section or other structure at upstream end of the equalizer storm sewer (east detention pond). **Addressed**
22. Show water service and sanitary service connections at right angles to existing mains. **Addressed**
23. There is an existing catch basin in the northwest corner of the site (RIM 641.51 / INV 638.26). Verify that associated piping does not flow south which would conflict with west detention pond. **Addressed**
24. The following sanitary service line specification items should be incorporated into the utility plan prior to Committee of the Whole:
 - a. Update the sanitary service so that the entire line is 6" diameter. **Addressed**
 - b. Add the following sanitary connection note: "Existing sanitary main shall be saw cut and a new piece of SDR-26 PVC shall be installed with non-shear couplings to connect to the existing main. Use a manufactured SDR-26 PVC wye fitting for the new sanitary service." **Addressed**

August 29, 2024
Scooter's Coffee Final Plan Engineering Review #3
Page 4

- c. Identify a tee fitting at the sanitary cleanout that will allow for rodding in both directions. **Addressed**

Sheet C-5 Utility Profiles

- 25. Label detention overflow structure detail as ST-1. **Addressed**
- 26. Detail refers to City Detail 30-10, but the details have some conflicts. The detail on C-5 implies there is an orifice in the intake pipe, while detail 30-10 calls it out in the outlet pipe. Also, orifice size(s) need to be called out somewhere. Additionally, recommend labeling invert elevation of the structure. **Addressed**

Sheet C-6 Erosion Control Plan

- 27. How will the construction entrance be installed overtop existing paved parking lot? Existing pavements will be used for construction access. **Addressed**.
- 28. Add rip-rap aprons to all storm end section outlets. Add labels, dimensions and specifications to plans. **Addressed**

Sheets C-7 through C-10 Details

- 29. Add City Detail 70-3 CC&G. **Addressed**

Sheets E0.1 through E3.1 Electrical/Photometrics

- 30. Extend photometric values to at least property lines to verify light is not spilling onto adjacent properties. **Addressed**
- 31. Consider providing additional site lighting as necessary to illuminate entrance driveway. **Addressed**

Landscape Plans:

- 1. Add a bold note to the 159th Street parkway identifying that all parkway areas disturbed as part of construction shall be restored with sod. **Addressed**

Engineer's Opinion of Probable Cost (EOPC) for Sitework Improvements:

1. The EOPC for Sitework Improvements of \$218,600.00 is acceptable.
2. At this time, the Owner should provide the City of Lockport a non-refundable final plan engineering review fee according to the formula in City Development Code Section 153.70.050 for the amount, as follows:
 - a. Final Plan Engineering Review Fee = \$2,000 + (3% of total EOPC under \$200,000) + (1.5% of total EOPC between \$200,000 to \$1,000,000) +

August 29, 2024
Scooter's Coffee Final Plan Engineering Review #3
Page 5

$$(1.25\% \text{ of total EOPC over } \$1,000,000) = \$2,000 + (3\% \times \$200,000.00) + \\ (1.5\% \times (\$218,600.00 - \$200,000)) = \$8,279.00$$

3. Following plan approval and prior to construction, the Owner should provide a development improvement guarantee in the amount of \$240,460.00 (110% of the EOPC) to the City of Lockport according to the terms of Section 153.20.060 of the City of Lockport Development Code with 1% (or \$5,000 minimum) of the security being in the form of cash. The breakdown shall be as follows:
 - a. Letter of Credit, Bond, or Cash = **\$235,460.00**
 - b. Cash (1% or \$5,000 minimum) = **\$ 5,000.00**
4. Following plan approval and prior to construction, the Owner should provide the City of Lockport a non-refundable engineering inspection fee according to the formula in City Development Code Section 153.70.050 for the amount, as follows:
 - a. Engineering Inspection Fee = $\$2,000 + (3\% \text{ of total EOPC under } \$200,000) + (1.5\% \text{ of total EOPC between } \$200,000 \text{ to } \$1,000,000) + (1.25\% \text{ of total EOPC over } \$1,000,000) = \$2,000 + (3\% \times \$200,000.00) + (1.5\% \times (\$218,600.00 - \$200,000)) = \$8,279.00$
5. Following plan approval and prior to construction, the Owner shall schedule a preconstruction meeting with the City of Lockport Department of Public Works and Engineering and shall submit Items 3 and 4 above prior to the preconstruction meeting.

This and all previous reviews did not include field verification of existing conditions, elevations, grades, and/or topography as shown on the plan, and we disclaim responsibility for any errors or omissions. This review is for general conformance to the City of Lockport Development Code, Zoning Ordinance, and other applicable guidelines. Review and approval of the plans does not relieve the developer from adhering to all City of Lockport requirements. Any additional measures required as a result of actual field conditions shall be at the discretion of the City of Lockport Director of Public Works.



Committee of the Whole

Agenda Memorandum

Item # CD-2

To: Mayor & City Council

From: Lance Thies, Director of Community and Economic Development

Subject: Façade & Site Improvement Grant Request for 916 S. State Street, Klunk & Forzley Law Office, in the Amount of \$14,500 for Tuck-Pointing

Date: Wednesday, September 4, 2024

BACKGROUND/HISTORY

The applicant, John and Jane Klunk, owners of the building at 916 S. State Street, are requesting funds through the City's Façade & Site Improvement Grant Program to tuck-point the front and rear of the building. The property is located in the National Register of Historic Places, the Lockport Historic District Boundary, the C4 Downtown Commercial Zoning District, and within the Façade Grant Target Area as designated by the City of Lockport. The proposed tuck-point work is within conformance of the Secretary of Interior Design Standards and does not require Heritage & Architecture Commission approval.

John opened the law office in 1989 and then purchased the building in 2002 with his wife, Jane. With over thirty years of combined real estate experience, the attorneys and staff at The Law Office of Klunk and Forzley make it a priority to guide you through the process of buying and selling your home. In addition to representing sellers or buyers in real estate transactions, staff also assists with the following areas of law: wills, trusts, estate planning, and business law. John and his staff take great pride in always being available to answer your questions or concerns.

On September 20, 2023, John received Heritage & Architecture Commission approval and façade grant funds in the amount of \$13,963 for the replacement of the second floor windows.

Two contractor bids were received for the tuck-pointing work:

Chicago Building Group, Inc.	\$29,000
Hans Nombach Home Exteriors	\$32,944

The Façade Grant program allows for a 50% match up to \$20,000 per façade and \$10,000 for site improvements with a maximum of \$50,000 per property, inclusive of architectural fees. The applicant is eligible for \$14,500 (\$29,000 x 50%) based on the tuck-pointing quotes provided.

To date, the City Council has approved \$68,725 of the \$150,000 budgeted amount for 2024. (46%). Including the \$14,500 for this project, the total of façade grant reimbursements will be \$83,225 (55%).

PROS/CONS/ALTERNATIVES

N/A

RECOMMENDATION

Staff recommends approval of the façade grant request in the amount of \$14,500. Funds will be released upon completion of the work with required proof of payment.

ATTACHMENTS

[Resolution No. 24-093 Approving the Facade Grant for the property at 916 S. State Street in the amount of \\$14,500](#)

[Facade Grant application](#)

[Existing pictures](#)

[Chicago Building Group Inc estimate](#)

[Hans Nomback estimate](#)

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

RESOLUTION NO. 24-093

**A RESOLUTION APPROVING THE SITE IMPROVEMENT GRANT FOR THE PROPERTY LOCATED AT
916 S. STATE STREET IN THE AMOUNT OF \$14,500**

WHEREAS, Ordinance 20-002 amended the Façade and Site Improvement Grant program for commercially zoned property located within the target area as designated by the City of Lockport funded from general revenues for purposes of control and prevention of blight, dilapidation and deterioration of the visible exterior of buildings, structures and site conditions; and

WHEREAS, the grant is provided to owners and tenants in recognition of the positive impact that individual building and site improvements can have on the overall appearance, quality and vitality of the City; and

WHEREAS, John and Jane Klunk, owners of the property at 916 S. State Street, have submitted application to the City for Façade and Site Improvement Grant funds in the amount of \$14,500 to tuck-point the front and rear of the building,

WHEREAS, the Mayor and City Council of the City of Lockport have determined that the grant application meets the criteria prescribed in Ordinance 20-002 and there is adequate funding to grant the maximum allowed amount under Ordinance 20-002.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LOCKPORT, ILLINOIS, AS FOLLOWS:

SECTION ONE: The façade and site improvement grant application for the property at 916 S. State Street shall be granted in the amount of \$14,500 to tuck-point the front of the building.

SECTION TWO: This Resolution shall become effective immediately upon passage and approval as provided by law.

PASSED this _____ day of _____, 2024, with

_____ **ALDERMEN** voting aye _____ **ALDERMEN** abstaining

_____ **ALDERMEN** voting nay _____ **ALDERMEN** absent

The MAYOR voting aye _____, voting nay _____, not voting _____

_____ **BARTELSSEN** _____ **BERGBOWER** _____ **DESKIN** _____ **GILLOGLY**

_____ **KING** _____ **MCDONALD** _____ **PUGH** _____ **SABAN**

_____ **MAYOR**

ATTEST:

Steven Streit, Mayor

Kathleen Gentile, City Clerk

RECEIVED

EXHIBIT I

AUG 13 2024

City of Lockport
Comm. & Econ. Dev. Dept

Date: 4/12
7/16/24

GRANT APPLICATION

Project Address: 916-920 STATE

Is property located within the Historic District? _____ (If yes) a Certificate of Appropriateness shall be approved by the Heritage & Architecture Commission) 2

Building Owner: John A. LANE KLUNK Year Purchased: 2002

Store/Company Name: LAW OFFICE

Name of Tenant: LAW OFFICE KLUNK FORZIERI Lease Expiration Date: _____

Applicant Name: John KLUNK

Applicant Business Address: _____

Applicant Business Phone: 708-341-0568 Home Phone: _____

Tenant: _____

Applicant(s)/Building Owner: _____

Zoning of Property: C-4

Number of Primary Facades: 1

Total Anticipated Budget: \$29,000

Total Anticipated Grant Request: \$14,500

Proposed Improvements (check all that apply):

<input type="checkbox"/> Windows/Exit Doors	<input type="checkbox"/> Painting (only as part of exterior remodel)
<input type="checkbox"/> Awnings	<input type="checkbox"/> Signage
<input type="checkbox"/> Stairs/Porches/Railings	<input checked="" type="checkbox"/> Walls (repair/restoration/rebuilding/tuckpointing)
<input type="checkbox"/> Roofs	<input type="checkbox"/> Architectural Features
<input type="checkbox"/> Lighting	<input type="checkbox"/> Landscaping
<input type="checkbox"/> Dumpster Enclosure	<input type="checkbox"/> Parking Area
<input type="checkbox"/> Other Eligible Improvement	

Description of Proposed Improvements: _____

Tuckpoint Front Building

CONTACT PERSON:
(If different than applicant)

Name: John KLUNK
Address: 584 KENTUCKY SO. HAVEN MI.
Phone: _____
Email: KLUNK@me.com

PROPERTY OWNER:
(If different than applicant)

Name: _____
Address: _____
Phone: _____
Email: _____

CONTRACTOR:

Name: CHICAGO BUILDING GROUP
Address: 2649 S Kosmer
Phone: CHICAGO
Email: _____

LAND PLANNER:

Name: _____
Address: _____
Phone: _____
Email: _____

ENGINEER:

Name: _____
Address: _____
Phone: _____
Email: _____

ATTORNEY:

Name: _____
Address: _____
Phone: _____
Email: _____

SURVEYOR:

Name: _____
Address: _____
Phone: _____
Email: _____

Office Use Only:

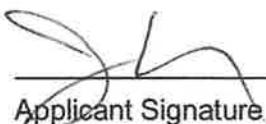
Case # _____

Application Received Date: _____ Initials: _____

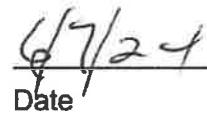
Approval from H&A Date: _____ Initials: _____

Comments: _____

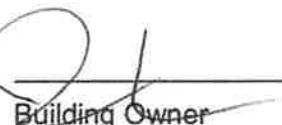
I, John Klunis, hereby make application to the City of Lockport for a Commercial Façade and Site Improvement Grant Program in the anticipated amount of \$17,500. I understand that my application must be approved by the City and that it must conform to established design guidelines, as well as, specific design recommendations of the City of Lockport. I have read a copy of the Commercial Façade and Site Improvement Grant Program Agreement. If approved, I understand that all work performed is subject to the provisions of the Grant Agreement, applicable codes and ordinances, required permitting, and inspections.



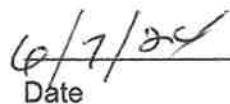
Applicant Signature



Date



Building Owner



Date

BUDGET

ACTIVITY	ESTIMATED COST
Tuckpoint Repair	29.00

Total Anticipated Grant Request \$ 14,500

When submitting cost estimates, the City requires submission of at least three (3) itemized quotes. The OWNER(s)/LESSEE(s) may choose the contractor of their choice, however, the City's cost sharing will be based off the least expensive quote.

Architect for the Project (if applicable):

Name: _____
Contact: _____
Address: _____
Phone: _____
Email: _____

Contractor for the Project:

Name: CHICAGO BUILDING GROUP
Contact: _____
Address: 2619 S Kinsmen CH.
Phone: 773 934 7489
Email: _____

Upon reimbursement The City of Lockport shall make a check payable to:

Name/Business: John & June Klunk
Address: 584 Kentucky So Haven MI
SS# or Tax ID# 361-42-0228

**CITY OF LOCKPORT
COMMERCIAL FAÇADE AND SITE
IMPROVEMENT GRANT AGREEMENT**

THIS AGREEMENT, entered into this June 12 day of 2024, between The City of Lockport, Illinois (hereinafter referred to as the "City") and the following designated OWNER(s)/LESSEE(s), to wit:

Owner/Lessee Name: John & Jane KLUNK

Address: 584 Kentucky

City: South Bend State: IN Zip Code: 49090

Phone # 708-341-0568 Email: KLUNK@ME.COM

Name of Business: N/A

Project Address: 916 S STATE

WITNESSETH

WHEREAS, A Commercial Facade and Site Improvement Grant Program is established for a commercially zoned building or property located in the Target Area as designated by the City of Lockport and identified in **Appendix A**, or as approved by the City Council;

WHEREAS, The Commercial Façade and Site Improvement Grant Program is administered by the City and is funded from General Revenues, utilizing Gaming Revenues first, for purposes of control and prevention of blight, dilapidation and deterioration of the visible exterior of buildings, structures and site conditions on commercially zoned properties within the *Target Area* as designated by the City of Lockport and identified in **Appendix A**. This reimbursement grant is provided to Owner(s)/Lessee(s) in recognition of the positive impact that individual building and site improvements can have on the overall appearance, quality and vitality of the City.

WHEREAS, Pursuant to said Program the City has agreed to participate, subject to its sole discretion, in sharing the cost of façade and site improvements to commercially zoned properties identified in **Appendix A** up to a maximum of one-half (1/2) of the approved contract cost of such improvement but in no event shall the total City participation exceed Fifty Thousand Dollars (\$50,000.00) for construction and architectural cost. Architectural fees shall be limited to not more than Five Thousand Dollars

(\$5,000.00) of the reimbursement.

WHEREAS, The reimbursable maximum amount is subject to the number of applications and the availability of program funding during the fiscal period at the time of application. Overall program funding approved in any given year can be terminated by the City without notice.

WHEREAS, A commercially zoned building or property located in the *Target Area*, as designated by the City of Lockport and identified in **Appendix A**, or as approved by the City Council, may be awarded funding through this program as recommended by the Director of Community & Economic Development, City Administrator or their designee and approved by City Council; provided its OWNER/LESSEE meets the terms and conditions of the application provided by the City, and executes the Agreement contained therein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement obtained herein, the City and OWNER(s)/LESSEE(s) do hereby agree as follows:

SECTION ONE: COST SHARING – The City shall share in eligible improvement costs and architect fees for the OWNER(s)/LESSEE(s) property up to fifty percent (50%) of approved project costs up to a maximum amount of fifty thousand dollars (\$50,000.00) for construction and architectural cost. Architectural fees are not in addition to the maximum \$50,000 reimbursement, rather, it counts toward the maximum amount and shall be limited to not more than five thousand dollars (\$5,000.00) of the reimbursement. The actual amount per this agreement shall not exceed \$ 14,500 for construction cost and \$ N/3 for architect fees. The façade and/or site improvement costs which are eligible for City participation include all labor, materials, equipment and other contract items necessary for the property execution and completion of the work as designated from the design drawings approved by the City. Said design drawings and specifications are attached hereto as Exhibit V.

When submitting cost estimates, the City requires submission of at least three (3) itemized quotes. The OWNER(s)/LESSEE(s) may choose the contractor of their choice, however, the City's cost sharing will be based off the least expensive quote.

SECTION TWO: DESIGN APPROVAL – No façade or site improvement work as specified in Exhibit V shall be undertaken until this Agreement with the City is executed and the design therefore has been submitted to and approved by the Building Department, and/or if necessary Heritage and Architecture Commission. **Following approval, the OWNER(s)/LESSEE(s) shall contract for the work and shall commence and complete all such work within one hundred eighty (180) days from the date of such approval. If extenuating circumstances, such as weather, may cause the delay of completion of such work, the OWNER(s)/LESSEE(s) may request an additional one hundred eighty (180)-day extension to complete all such work if such request is submitted to the Director of Community & Economic Development or his/her designee at least thirty (30) days prior to the work completion**

deadline.

SECTION THREE: REVIEW OF PROJECT – The Director of Community & Economic Development or his/her designee shall periodically review the progress of the contractor's work on the improvements pursuant to this Agreement. Such inspections shall not replace any required permit inspection by City Inspectors. All work which is not in conformance with the approved drawings and specifications shall be immediately remedied by the OWNER(s)/LESSEE(s) and deficient or improper work shall be replaced and made to comply with the approved drawings, specifications, and terms of this Agreement.

SECTION FOUR: DOCUMENTATION REQUIREMENTS – Upon completion of the eligible improvement/s pursuant to this agreement and upon final inspection and approval by the Community Development Department and/or other applicable department or agency, the OWNER(s)/LESSEE(s) shall submit to the City a properly executed and notarized contractor statement/bill of sale and architect fee statement (when applicable) showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment in the work. In addition, the OWNER(s)/LESSEE(s) shall submit to the Director of Community & Economic Development or his/her designee proof of payment (being copy of a cancelled check/s or a copy of a credit card receipt/s) of the contract cost pursuant to the contractor's and architect's statements.

The Director of Community & Economic Development or his/her designee shall, upon receipt of the contractor's statement and proof of payment schedule the request for reimbursement on the next regularly scheduled City Council meeting agenda. Upon approval by the City Council, the Finance Department issue a check to the OWNER(s)/LESSEE(s) in payment of: one-half of the approved cost or fifty thousand dollars (\$50,000.00) whichever is less. In no case shall the amount paid to the OWNER(s)/LESSEE(s) exceed the amount specified in this Agreement or in the contractor's or architect's statements.

SECTION FIVE : LAND USE AND SIGNAGE CONFORMANCE. At the time of reimbursement and throughout the term of the agreement with the City the land use and signage under the control of the OWNER(s)/LESSEE(s) shall be in conformance with zoning and sign code provisions.

SECTION SIX: FAILURE TO COMPLETE WORK – If the OWNER(s)/LESSEE(s) or his contractor fail to complete the work provided for herein or is not in conformity with the plans, specifications and all terms of this Agreement, the Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION SEVEN: UNRELATED IMPROVEMENTS – Nothing herein is intended to limit, restrict, or prohibit the OWNER(s)/LESSEE(s) from undertaking any other work in or about the subject premises which is unrelated to the eligible improvement/s provided for in this Agreement.

SECTION EIGHT: MAXIMUM GRANT AWARDS – Nothing in this Agreement shall prohibit a business or property owner from applying for more than one grant. However, a Fifty Thousand Dollar (\$50,000.00) total limitation shall apply to all Grant Awards made to a single building and/or property at any one time.

SECTION NINE: CITY INDEMNIFICATION REGARDING CONSTRUCTION – The Owners of the subject property agree to defend and hold harmless the City from any and all claims which may arise out of said Owners' construction activities under this Agreement.

SECTION TEN: GENERAL INDEMNIFICATION – In the event that, as a result of this Agreement, or actions taken as required hereunder, the City is made a party defendant in any litigation arising by reason of this Agreement, and development activities contemplated hereunder, the Owners agree to defend and hold harmless the City, the Mayor, City Council, Officers and Agents thereof, individually and collectively, from any suits and from any claims, demands, setoff or other action including but not limited to judgments arising therefrom. The obligation of the Owners hereunder shall include and extend to payment of reasonable Attorneys' fees for the representation of the City and its said Officers and Agents in such litigation and includes expenses, court costs and fees; it being understood that the Owners where there shall be no applicable standards provided therein, shall have the right to employ all such Attorneys to represent the City and its Officers and Agents in such litigation, subject to the approval of the Corporate Authorities of the City, which approval shall not be unreasonably withheld. The Owners shall have the right to appeal to courts of Appellate jurisdiction any judgment taken against the City or its Officers or Agents in this respect, and the City shall join in any such appeal taken by the Owners.

SECTION ELEVEN: PERFORMANCE OF AGREEMENT – It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the parties to recover a judgment for monetary damages against each other, provided, however, that the Owners shall not have a right to recover a judgment for monetary damages against any Elected or Appointed Official of the City for any breach of any of the terms of this Agreement. The City reserves the right to maintain an action to recover damages or any sums which Owners have agreed to pay pursuant to this Agreement and which

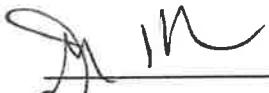
have become due and remained unpaid.

SECTION TWELVE: EXHIBITS – It is agreed that Exhibits I through VI shall be considered part of this Agreement.

SECTION THIRTEEN: DISPLAY OF CITY FUNDING PROMOTIONAL MATERIAL – Upon request by the City all program participants shall be required to prominently display a poster identifying the property as receiving City funding. The sign will be provided by the City and shall be displayed from the date the Application is approved, to no less than thirty (30) days after final approval and reimbursement is made.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER(s)/LESSEE(s)



Program Participant
DATE: 6/7/24

CITY OF LOCKPORT

Mayor
DATE: _____



Property Owner
DATE: 6/7/24

ATTEST: _____
City Clerk
DATE: _____



















CHICAGO BUILDING GROUP INC.

2649 S. Kostner ave.

RECEIVED

Chicago IL 60623

AUG 28 2024

(773)954-7489

City of Lockport
Building Department

Beatriz Aguirre
PRESIDENT/OPERATOR
TEL (773)954-7489
2649 SOUTH KOSTNER
CHICAGO IL. 60623
chicagobuildinggroupinc@gmail.com

Work order - 018-2024

Invoice submitted to:

John Klunk
(708) 341-0568

Work performed at:

916 State St,
Lockport, IL 60441

We hereby propose to perform the labor and furnish the materials necessary for the completion of:

Grind and Tuckpoint

- Grind and tuck point common brick on the front of the building, second elevation.
- Removed metal anchors from the brick front wall
- The two columns replace the damaged bricks and remove the paint do to the metal beam rust.
- Tuck point will be striked out.
- Vacuums will be used while grinding to minimize dust.
- Damaged bricks along the wall will be replaced.
- Windows and openings will be re caulked with matching green caulking after tuckpointing

Notes

- To do this work, the beam has to be supported with a steel post to support the weight while the repair is being done.
- We have to use a canopy and protect the glass with a plywood insulation sheet to protect the windows.
- The canopy length is 50ft heavy Duty Stationary Canopy.
- Safety for the pedestrians while canopy is on place
-



CONTRACTOR'S OBLIGATIONS.

- I. Work to be completed during normal business hours between 7am to 5pm..
- II. Warranty on this project will be up to (10) years Labor only and Materials Manufactured warranty.
- III. All required equipment , materials, and labor to properly complete the contracted work.
- IV. Permit fees and registration process will be responsibility for the contractor.
- V. Remove hauling and dumping all debris

CONDITIONS AND OR NOT ON THE CONTRACT:

- A. No other work other than written, or verbal then listed above are part of this contract.
- B. Owner to provide electrical and water sources in work areas.
- C. Any additional work requested by the owner will be completed at an additional cost and authorized in written contract only.
- D. This contract does not include any architectural drawings or engineer structural report.
- E. owner of this property is approving the following work

TOTAL COST IS \$ 29,000.00

PAYMENT TERM AGREEMENT

\$14,500.00 dollars DUE UPON signing DATE.

Owner of the building sign :

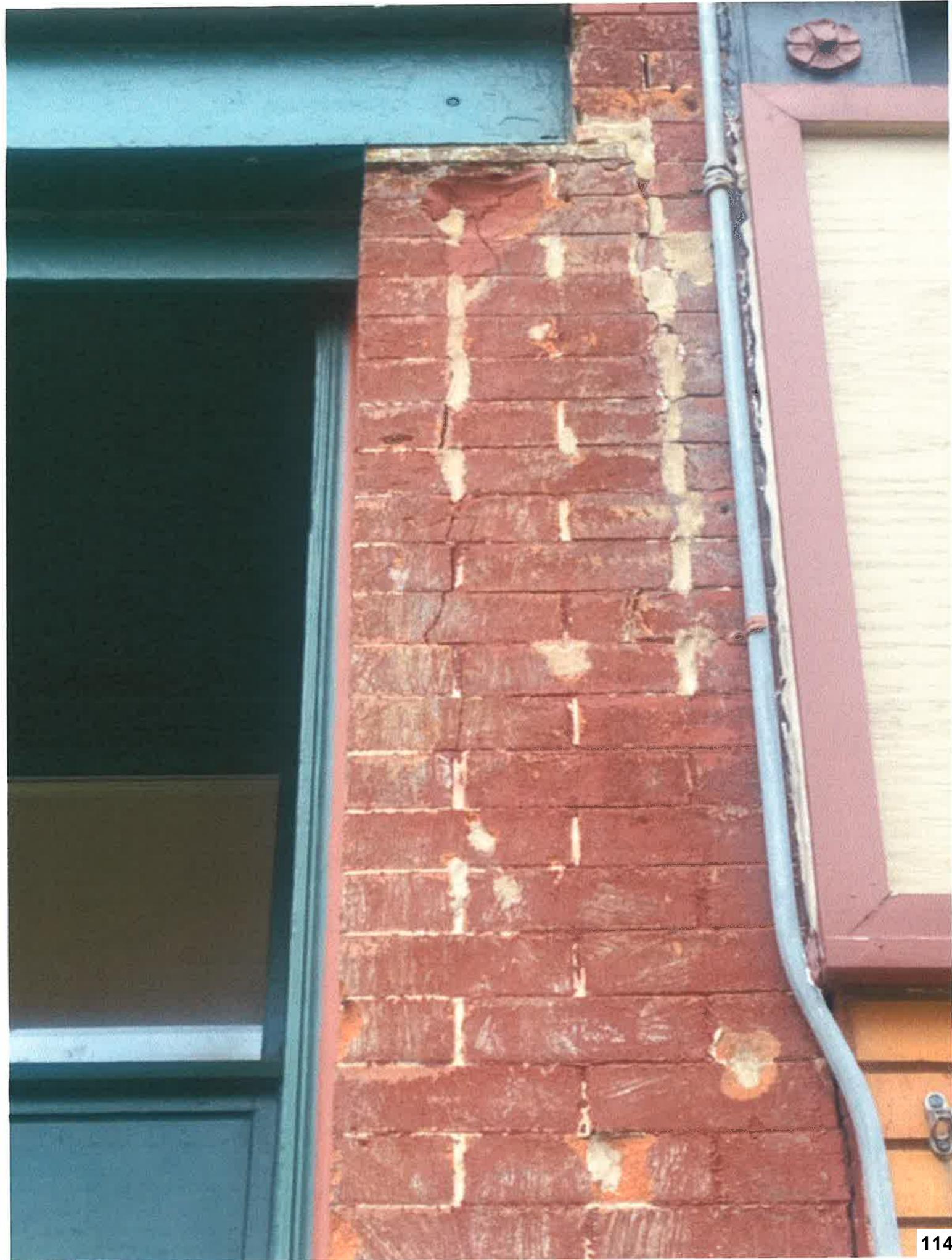
Date:

Tenant responsible of this contract :

Date:

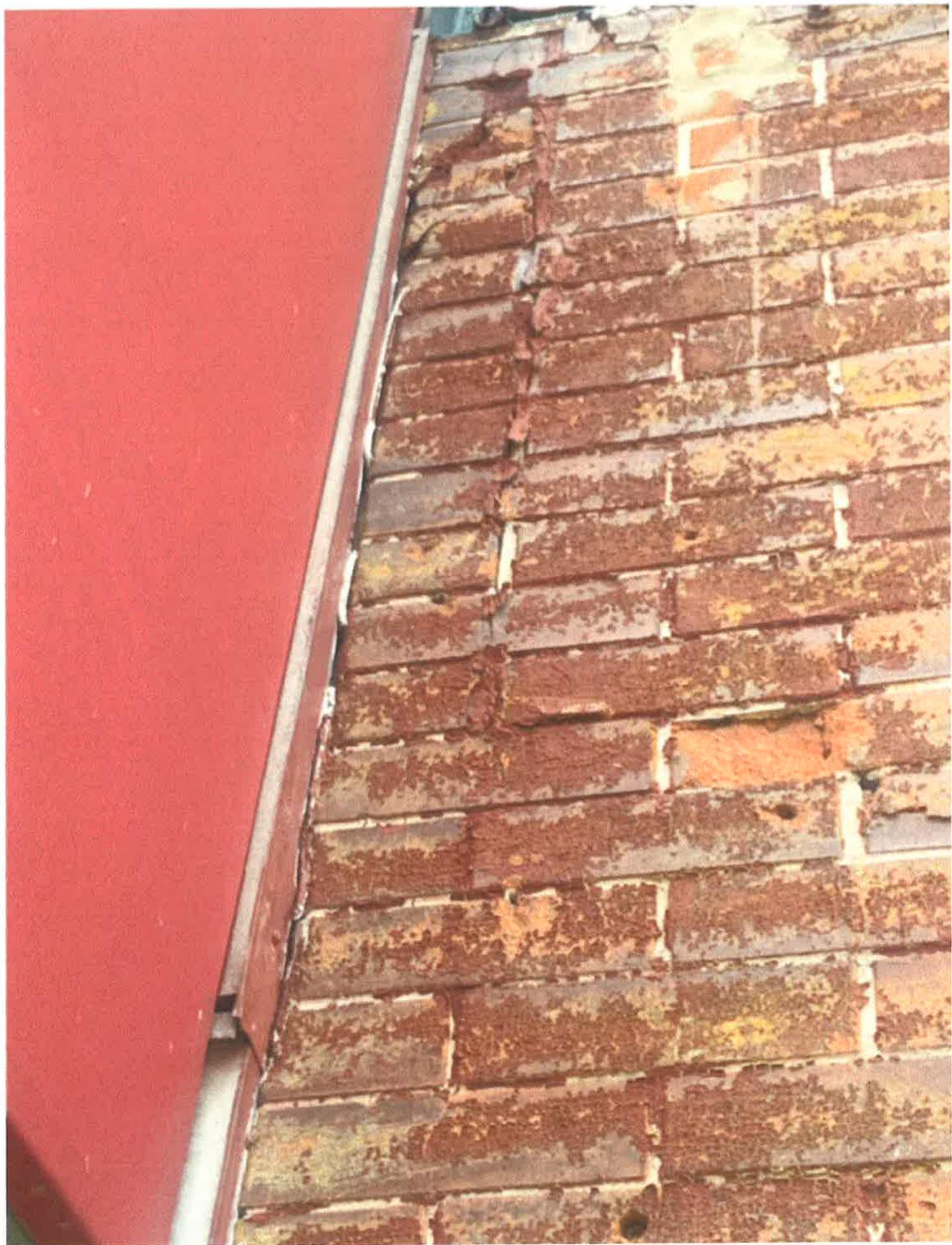
Contractor sign :

Contractor Sign
Beatriz Aquirre











RECEIVED

AUG 13 2024

916 S STATE ST
LOCKPORT



City of Lockport
Comm. & Econ. Dev. Dept

Hans Nombach Home Exteriors

A family business, big enough to get the job done, small enough to care.

**ESTIMATE
TUCKPOINTING**

- 1) HANS NOMBACH'S OWN CREWS WILL TUCKPOINT USING A 3/1 MORTAR MIX, 3 PARTS SAND TO 1 PART PORTLAND CEMENT AND LIME, THIS IS CALLED BRIXMENT TYPE S.
 - **NOTE - MANY COMPANIES USE A HURON MIX THAT IS A 6/1 RATIO. THIS IS A FORMULA USED IN BRICKLAYING. THIS MIX IS NOT AS DENSE AS NOMBACH'S 3/1 MIX AND IS QUICKER TO INSTALL.**
- 2) NOMBACH WILL REMOVE AND HAUL AWAY ANY DEBRIS ASSOCIATED WITH THE MIXING AND INSTALLATION PROCESS.
- 3) OPTIONS AVAILABLE AT AN ADDITIONAL CHARGE INCLUDE; BRICK REPLACEMENT, JOINT GRINDING, AND ACID WASHING.

OTHER WORK

① Gr. rd + tuck point entire front wall - 2 story
x 40' wide. Replace all brick either broken, dislodged
350 brick cracked to match as close as possible. Scrub point off
2 lower wing walls floor - 2. Pedestrian scaffold included
PRICE \$ ~~36,900~~ ~~+\$32,994~~ MONTHLY PAYMENT: ~~+\$4,900~~
DATE: 6/07/24 ~~per job price~~ ESTIMATOR: George ~~Customer~~
pays ~~708-404-2656~~ ~~EST_T-P 3-2-09~~ ~~more~~

* Estimate valid for 30 days.

* Material substitutions of equal or greater quality may be used.

PAYMENT $\frac{1}{3}$ Down $\frac{1}{3}$ INSTALL / BAL AT COMPLETION

Hans Nombach Home Exteriors

3344 W. 127th Street
Blue Island, IL 60406

819 N. Milwaukee
Chicago, IL 60642

708-388-1090

Visit our website: nombach.com
Or E-mail us at: info@nombach.com

- Shingle Roofs
- Flat Asphalt and Modified Roofs
- Aluminum Gutters
- Vinyl Siding
- Replacement Windows
- Tuckpointing
- Security and Entry Doors
- Glass Block Windows
- Attic Insulation
- Chimney Liners
- Awnings
- Concrete
- Porches and Decks



- Free Estimates
- Credit Terms Available
- Low Monthly Payments
- Senior Citizens Discount

IL license #104-003480
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Chicago License #2208184



Committee of the Whole

Agenda Memorandum

Item # CD-3

To: Mayor & City Council

From: Theresa Gavin,

Subject: Façade & Site Improvement Grant Request for 1036 - 1040 S. State Street, Lockport Vacuum, in the Amount of \$40,000 (with provision for up to an additional \$10,000) for Masonry and Structural Beam Repair, Parapet Repair, Chimney Demolition, Storefront Trim Replacement, Awning and Window Replacement

Date: Wednesday, September 4, 2024

BACKGROUND/HISTORY

The applicant, Richard Studer, owner of Lockport Vacuum and the building located at 1036-1040 S. State Street, is requesting funds through the City's Façade and Site Improvement Grant Program for masonry and structural beam repair, parapet repair, rear chimney demolition, window and storefront trim replacement, and awning replacement. The applicant received approval from the Heritage & Architecture Commission on August 20, 2024 for the masonry replacement and repair, structural beam replacement, chimney demolition, trim replacement and parapet repair. The approval of the windows and awning are pending additional research and information and will be decided at the next available H and A Commission meeting. However, given the lead time for windows and the time of year, staff is requesting provisional approval from the Council for those two items based on the quotes provided inclusive of an "up to" \$10,000 contingency if the final approval for the windows is more expensive than the quote currently provided.

Lockport Vacuum has been in business for 44 years and provides vacuum sales, repairs, parts, and installation. Mr. Studer bought the building in 1990 and is seeking these funds for structural and masonry repairs. The property is zoned C4 Downtown Commercial and is located in the National Register of Historic Places, the Lockport Historic District Boundary and within the Façade Grant Target Area as designated by the City of Lockport.

The applicant has submitted the required contractor's estimates as required.

New Beam / Tuck-pointing / Chimney Demo / Brick Repair:

- MD Masonry Inc. \$41,000
- Ciesla Construction \$45,400
- Gilkerson Masonry would not provide estimate

Painting:

- House Works Painting \$5,000
- Don Dvorak Painting Contractor \$5,240
- Jondec Painting \$18,660

Windows:

- EB Carpentry \$31,200
- John's Windows, Door & Floors \$33,240
- GC Services Building & Design \$60,750

Awnings:

- Shine-Awn Inc. \$8,920
- Aurora Tent & Awning \$9,225
- Chesterfield Awning Co. \$16,323

The Façade Grant program allows for a 50% match up to \$20,000 per façade and \$10,000 for site improvements with a maximum of \$50,000 per property, inclusive of architectural fees. Architectural fees are not in addition to the maximum reimbursement, rather, it counts toward the maximum amount and shall be limited to not more than five thousand dollars (\$5,000) of the reimbursement.

BASE GRANT REQUEST

The 2024 budgeted amount for the Façade & Site Improvement Grant Reimbursement Program is \$150,000. Based on the fact that the applicant is eligible for two (2) facades being included because of its corner location, the applicant is eligible for a maximum total reimbursement of up to \$40,000. The cost of the H/A approved items is \$46,000 (Masonry, Painting), making the value of the base grant request \$23,000 (50% of \$46,000). To date, the City Council has approved \$83,225 of the \$150,000 budgeted amount for 2024 (55%). Including the \$23,000 for this project, the total of façade grant reimbursements will be \$106,225. (71%).

PROVISIONAL GRANT REQUEST PENDING H/A COA APPROVAL

To cover the potential cost of the awning, staff is requesting an additional \$4,460 (50% of \$8,920), subject to H/A COA approval. To cover the potential cost of the windows, staff is requesting an additional \$12,540 (50% of \$31,200 – difference from the maximum grant of \$40,000). Lastly, in order to cover the difference between the remove and replace quote provided and a change in window size to align with the historic construction of the building, staff is requesting an additional amount up to \$10,000 to cover the cost difference since those windows have not been quoted at this point, pending H/A approval. It is important to note that the provisional grant requests would not be disbursed until approval of the improvements is

granted by the Commission. Inclusive of all of the provisional requests, the total façade grant overall program reimbursements will be \$133,225 (89%) of the \$150,000 budget.

PROS/CONS/ALTERNATIVES

N/A

RECOMMENDATION

Staff recommends approval of the façade grant request in the amount of \$23,000 for masonry and structural beam repair, parapet repair, chimney demolition and storefront trim replacement at 1036 – 1040 S. State Street with a provisional request for an additional \$4,460 for the awning, \$12,540 for the windows (\$40,000 total, inclusive of the \$23,000 base approval) and a contingency amount of up to \$10,000 for modifications to the window size and design approved by the Commission. Funds will be released upon completion of the work with required proof of payment.

ATTACHMENTS

[Resolution No. 24-094 Approving the Facade Grant for the property at 1036-1040 S. State Street in the amount of \\$40,000 and a contingency amount of up to an additional \\$10,000](#)

[Facade Grant application](#)

[Project Narrative](#)

[Masonry and Beam Replacement estimates](#)

[Painting estimates](#)

[Awning estimates](#)

[Window estimates](#)

[Existing pictures of storefront](#)

[Existing window pictures](#)

[Certificate of Appropriateness](#)

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

RESOLUTION NO. 24-094

**A RESOLUTION APPROVING THE FAÇADE & SITE IMPROVEMENT GRANT FOR THE PROPERTY LOCATED
AT 1036 – 1040 S. STATE STREET IN THE AMOUNT OF \$40,000
AND A CONTINGENCY AMOUNT OF UP TO AN ADDITIONAL \$10,000**

WHEREAS, Ordinance 20-002 amended the Facade and Site Improvement Grant program for commercially zoned property located within the target area as designated by the City of Lockport funded from general revenues for purposes of control and prevention of blight, dilapidation and deterioration of the visible exterior of buildings, structures and site conditions; and

WHEREAS, the grant is provided to owners and tenants in recognition of the positive impact that individual building and site improvements can have on the overall appearance, quality and vitality of the City; and

WHEREAS, Richard Studer, owner of the property at 1036-1040 S. State Street, has submitted application to the City for Façade and Site Improvement Grant funds in the amount of \$23,000 for masonry replacement and repair, structural beam replacement, chimney demolition, trim replacement and parapet repair and a provisional amount, subject to Heritage and Architecture Commission approval, of \$4,460 for a new awning and \$12,540 for window replacement with an additional, up to \$10,000, in window changes contingency,

WHEREAS, the Mayor and City Council of the City of Lockport have determined that the grant application meets the criteria prescribed in Ordinance 20-002 and there is adequate funding to grant the maximum allowed amount under Ordinance 20-002.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LOCKPORT, ILLINOIS, AS FOLLOWS:

SECTION ONE: The façade and site improvement grant application for the property at 1036-1040 S. State Street shall be granted in the amount of \$23,000 for masonry replacement and repair, structural beam replacement, chimney demolition, trim replacement and parapet repair, and \$4,460 for a new awning, \$12,540 for window replacement and an additional up to \$10,000 in contingency for potential window changes,

SECTION TWO: This Resolution shall become effective immediately upon passage and approval as provided by law.

PASSED this _____ day of _____, 2024, with

_____ **ALDERMEN voting aye** _____ **ALDERMEN abstaining**

_____ **ALDERMEN voting nay** _____ **ALDERMEN absent**

The **MAYOR** voting aye _____, voting nay _____, not voting _____

_____ **BARTELSSEN** _____ **BERGBOWER** _____ **DESKIN** _____ **GILLOGLY**

_____ **KING** _____ **MCDONALD** _____ **PUGH** _____ **SABAN**

_____ **MAYOR**

ATTEST:

Steven Streit, Mayor

Kathleen Gentile, City Clerk



City of Lockport Commercial Façade and Site Improvement Grant Program (updated March 4, 2020)

The City of Lockport has implemented a Commercial Façade and Site Improvement Grant Program for a commercially zoned building or property located within the *Target Area* as designated by the City of Lockport and identified in **Appendix A**. The goal of this program is to help business owners and tenants keep the visible exterior of their buildings, structures or site conditions attractive, which in turn keeps the City of Lockport attractive. This reimbursement grant is provided to owners or tenants in recognition of the positive impact that individual building and site improvements can have on the overall appearance, quality and vitality of the City.

Grant participants can receive a reimbursement of up to a 50% of approved costs of **eligible improvements**, according to the following:

1. \$20,000 per primary façade easily visible from the surrounding public streets, and/or
2. \$10,000 for general site improvements

Award amounts above the \$50,000.00 maximum or above the \$20,000.00/\$10,000.00 per façade grant can be awarded at the sole discretion of the City Council upon recommendation by the Director of Community and Economic Development or City Administrator and based on available funding in current City fiscal period.

The application must be approved by City Council and funding has to be available in the current fiscal year. All necessary permits obtained prior to the applicant commencing façade and/or site improvements. After the project is complete and prior to reimbursement, all invoices and proof of payment (being a copy of a cancelled check/s or a copy of a credit card receipt/s) must be submitted to the Director of Community & Economic Development or his/her designee for review and then forwarded to the City Council for final approval.

If the building or property is located within the City of Lockport Historic District Boundary or the National Register of Historic Places Historic District Boundary, a Certificate of Appropriateness (COA) must first be issued by the Heritage & Architecture Commission prior to review by the Committee of the Whole and City Council.

The grant agreement and application are attached. Please review the provisions of the grant agreement and application requirements and schedule a meeting with the Director of Community & Economic Development or his/her designee. If you have any questions or need additional information please contact the Community Development Department/Planning at (815) 838-0549, option 4. The Community Development Department is located at City Hall, 222 E. 9th Street, 2nd Floor, Lockport IL 60441.

Thank you for your interest in the City of Lockport Façade and Site Improvement Grant Program.

Tra ASH

Y38-1130

KimBirky

I. ELIGIBILITY CRITERIA

A. To be eligible for a Façade and Site Improvement Grant Program, an existing building or property must be used in whole or in part for commercial purposes, must be located within the Target Area, and must be properly zoned for the use/s occupying the property. Approval of properties outside of the Target Area are subject to approval by the City Council upon recommendation by the Director of Community and Economic Development or City Administrator. The Target Area is designated by the City of Lockport as identified in **Appendix A**. Properties that are not eligible to apply for or receive program funds include non-commercial zoning classifications, non-commercial uses, government owned buildings, non-permanent structures and accessory structures, demolitions, any improvement acquired by lease, and new building construction. A building is considered new if it is less than five (5) years old.

To be eligible for a grant for rear entrance improvements to a building, the project must also meet all of the following criteria:

1. The building must have an existing rear entrance, or location for a new entrance that is accessible to the public from a dedicated street, alley, or other right-of-way, or from a parking lot or walkway that is owned or leased by the City, or from other property that is encumbered by an easement granting public pedestrian access (such as the I & M Canal trail); and
2. The rear entrance to be improved must provide public access to a business or businesses within the building.

B. An application for a grant request may be submitted by a commercial property owner, landlord, and/or commercial tenant. The landlord and/or tenant shall have written approval of consent from the property owner of record to apply for the grant funds and complete the necessary exterior improvements to the structure. Further, the tenant shall have on file with the City a (New) Business Permit Application and shall have received an Occupancy Permit.

II. ELIGIBLE IMPROVEMENTS

The following items are eligible for grant program funds:

- **Exit door (exterior)** – installation, repair and replacement of exit doors and hardware to provide public access, or where current door do not meet the building and fire codes or it will improve the overall appearance of the building.
- **Painting** – painting of the exterior surfaces of buildings, only in conjunction with exterior remodeling.
- **Tuck-pointing** – tuck-pointing of the building only if located within the Historic District and in conjunction with exterior remodeling.
- **Awnings** – repair, replacement or addition of exterior awnings.
- **Architectural Features** – restoration, repair, and re-introduction, if previously removed of significant architectural features.
- **Windows** – repair of frames, sills, glazing, and replacement of glass and installation of new windows.
- **Walls** – repair and rebuilding of exterior walls (exceptions: cleaning, sealing, tuck pointing (unless located within the Historic District), and painting).
- **Stairs, Porches, Railings, Exits** – repair and replacement or installation of exterior stairs, porches, railings and exit facilities.
- **Roofs** – upgrading, where the effects of the repair will be visible to the public from street level. (In general, sloping roofs would qualify, flat roofs would not. Repair and re-roofing is not eligible).

*Future -
Re-roofing*

- **Signs** – replacement of a permanent freestanding development sign. Signage shall be in compliance with the City's Sign Code and Commercial Design and Development Guidelines and offer materials, graphics and design elements that go above and beyond the minimum requirements of the Sign Code and Guidelines.
- **Lighting** – repair, restoration, and addition of exterior lighting for architectural enhancement.
- **Landscaping** – installation of new landscaped areas where none currently exist (shall be in compliance with the City's Landscape Ordinance and Commercial Design and Development Guidelines).
- **Dumpster Enclosures** – installation of new enclosure where one does not currently exist (a new dumpster enclosure shall be in compliance with City Code and Commercial Design and Development Guidelines).
- **Parking Areas** – surfacing of parking areas which are currently not paved or where gravel is present. Improvement must include the installation of curb and gutter. (Routine maintenance such as sealcoating and re-striping is not eligible).

III. INELIGIBLE IMPROVEMENTS

The following items are *not* eligible for grant program funds:

- Demolition and new construction.
- General building maintenance such as replacement of roof material not visible from the street, foundation repair, existing siding repair with similar materials, painting and tuck pointing (except if property is located within the Historic District).
- General parking maintenance including but not limited to patching holes, resurfacing/sealcoating and restriping of parking stalls.
- General site maintenance including but not limited to replacement of existing landscape/plant material, installation of new mulch, replacement of private sidewalks, repair or replacement of directional signs.

While emergency, safety-related and minor exploratory demolition may be necessary, such demolition may prohibit inclusion in this program. Improvements not specifically listed as eligible or ineligible are subject to review as to eligibility by the Director of Community & Economic Development or his/her designee who will advise the City Council. **All improvements must comply with City codes and ordinances. Any required building permits must be obtained prior to starting construction.**

IV. REVIEW CRITERIA

Every project will be evaluated for the value of its improvement, extent/scope of work proposed, and its potential impact on the commercial corridor/area. The staff review will consider the following:

- Extent and type of the proposed improvements (structural and permanent improvements are given priority).
- General, or exceeding, compliance with the Commercial Design and Development Guidelines established by the City Council.
- For properties located with the Historic District: The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings; and City's Historic District Preservation Plan.

**CITY OF LOCKPORT
COMMERCIAL FAÇADE AND SITE
IMPROVEMENT GRANT AGREEMENT**

THIS AGREEMENT, entered into this _____ day of ___, 20 ___, between The City of Lockport, Illinois (hereinafter referred to as the "City") and the following designated OWNER(s)/LESSEE(s), to wit:

Owner/Lessee Name: Rich Studer (owner)
Address: 1040 S. State St.
City: Lockport State: IL Zip Code: 60441
Phone # 815-693-2074 Email: R.Studer04252@gmail.com
Name of Business: Lockport Vacuum
Project Address: 1036, 1038 + 1040 S. State St.

WITNESSETH

WHEREAS, A Commercial Façade and Site Improvement Grant Program is established for a commercially zoned building or property located in the Target Area as designated by the City of Lockport and identified in **Appendix A**, or as approved by the City Council;

WHEREAS, The Commercial Façade and Site Improvement Grant Program is administered by the City and is funded from General Revenues, utilizing Gaming Revenues first, for purposes of control and prevention of blight, dilapidation and deterioration of the visible exterior of buildings, structures and site conditions on commercially zoned properties within the *Target Area* as designated by the City of Lockport and identified in **Appendix A**. This reimbursement grant is provided to Owner(s)/Lessee(s) in recognition of the positive impact that individual building and site improvements can have on the overall appearance, quality and vitality of the City.

WHEREAS, Pursuant to said Program the City has agreed to participate, subject to its sole discretion, in sharing the cost of façade and site improvements to commercially zoned properties identified in **Appendix A** up to a maximum of one-half (1/2) of the approved contract cost of such improvement but in no event shall the total City participation exceed Fifty Thousand Dollars (\$50,000.00) for construction and architectural cost. Architectural fees shall be limited to not more than Five Thousand Dollars

(\$5,000.00) of the reimbursement.

WHEREAS, The reimbursable maximum amount is subject to the number of applications and the availability of program funding during the fiscal period at the time of application. Overall program funding approved in any given year can be terminated by the City without notice.

WHEREAS, A commercially zoned building or property located in the *Target Area*, as designated by the City of Lockport and identified in **Appendix A**, or as approved by the City Council, may be awarded funding through this program as recommended by the Director of Community & Economic Development, City Administrator or their designee and approved by City Council; provided its OWNER/LESSEE meets the terms and conditions of the application provided by the City, and executes the Agreement contained therein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement obtained herein, the City and OWNER(s)/LESSEE(s) do hereby agree as follows:

SECTION ONE: COST SHARING – The City shall share in eligible improvement costs and architect fees for the OWNER(s)/LESSEE(s) property up to fifty percent (50%) of approved project costs up to a maximum amount of fifty thousand dollars (\$50,000.00) for construction and architectural cost. Architectural fees are not in addition to the maximum \$50,000 reimbursement, rather, it counts toward the maximum amount and shall be limited to not more than five thousand dollars (\$5,000.00) of the reimbursement. The actual amount per this agreement shall not exceed \$ _____ for construction cost and \$ _____ for architect fees. The façade and/or site improvement costs which are eligible for City participation include all labor, materials, equipment and other contract items necessary for the property execution and completion of the work as designated from the design drawings approved by the City. Said design drawings and specifications are attached hereto as Exhibit V.

When submitting cost estimates, the City requires submission of at least three (3) itemized quotes. The OWNER(s)/LESSEE(s) may choose the contractor of their choice, however, the City's cost sharing will be based off the least expensive quote.

SECTION TWO: DESIGN APPROVAL – No façade or site improvement work as specified in Exhibit V shall be undertaken until this Agreement with the City is executed and the design therefore has been submitted to and approved by the Building Department, and/or if necessary Heritage and Architecture Commission. **Following approval, the OWNER(s)/LESSEE(s) shall contract for the work and shall commence and complete all such work within one hundred eighty (180) days from the date of such approval. If extenuating circumstances, such as weather, may cause the delay of completion of such work, the OWNER(s)/LESSEE(s) may request an additional one hundred eighty (180)-day extension to complete all such work if such request is submitted to the Director of Community & Economic Development or his/her designee at least thirty (30) days prior to the work completion**

deadline.

SECTION THREE: REVIEW OF PROJECT – The Director of Community & Economic Development or his/her designee shall periodically review the progress of the contractor's work on the improvements pursuant to this Agreement. Such inspections shall not replace any required permit inspection by City Inspectors. All work which is not in conformance with the approved drawings and specifications shall be immediately remedied by the OWNER(s)/LESSEE(s) and deficient or improper work shall be replaced and made to comply with the approved drawings, specifications, and terms of this Agreement.

SECTION FOUR: DOCUMENTATION REQUIREMENTS – Upon completion of the eligible improvement/s pursuant to this agreement and upon final inspection and approval by the Community Development Department and/or other applicable department or agency, the OWNER(s)/LESSEE(s) shall submit to the City a properly executed and notarized contractor statement/bill of sale and architect fee statement (when applicable) showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment in the work. In addition, the OWNER(s)/LESSEE(s) shall submit to the Director of Community & Economic Development or his/her designee proof of payment (being copy of a cancelled check/s or a copy of a credit card receipt/s) of the contract cost pursuant to the contractor's and architect's statements.

The Director of Community & Economic Development or his/her designee shall, upon receipt of the contractor's statement and proof of payment schedule the request for reimbursement on the next regularly scheduled City Council meeting agenda. Upon approval by the City Council, the Finance Department issue a check to the OWNER(s)/LESSEE(s) in payment of: one-half of the approved cost or fifty thousand dollars (\$50,000.00) whichever is less. In no case shall the amount paid to the OWNER(s)/LESSEE(s) exceed the amount specified in this Agreement or in the contractor's or architect's statements.

SECTION FIVE : LAND USE AND SIGNAGE CONFORMANCE. At the time of reimbursement and throughout the term of the agreement with the City the land use and signage under the control of the OWNER(s)/LESSEE(s) shall be in conformance with zoning and sign code provisions.

SECTION SIX: FAILURE TO COMPLETE WORK – If the OWNER(s)/LESSEE(s) or his contractor fail to complete the work provided for herein or is not in conformity with the plans, specifications and all terms of this Agreement, the Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION SEVEN: UNRELATED IMPROVEMENTS – Nothing herein is intended to limit, restrict, or prohibit the OWNER(s)/LESSEE(s) from undertaking any other work in or about the subject premises which is unrelated to the eligible improvement/s provided for in this Agreement.

SECTION EIGHT: MAXIMUM GRANT AWARDS – Nothing in this Agreement shall prohibit a business or property owner from applying for more than one grant. However, a Fifty Thousand Dollar (\$50,000.00) total limitation shall apply to all Grant Awards made to a single building and/or property at any one time.

SECTION NINE: CITY INDEMNIFICATION REGARDING CONSTRUCTION – The Owners of the subject property agree to defend and hold harmless the City from any and all claims which may arise out of said Owners' construction activities under this Agreement.

SECTION TEN: GENERAL INDEMNIFICATION – In the event that, as a result of this Agreement, or actions taken as required hereunder, the City is made a party defendant in any litigation arising by reason of this Agreement, and development activities contemplated hereunder, the Owners agree to defend and hold harmless the City, the Mayor, City Council, Officers and Agents thereof, individually and collectively, from any suits and from any claims, demands, setoff or other action including but not limited to judgments arising therefrom. The obligation of the Owners hereunder shall include and extend to payment of reasonable Attorneys' fees for the representation of the City and its said Officers and Agents in such litigation and includes expenses, court costs and fees; it being understood that the Owners where there shall be no applicable standards provided therein, shall have the right to employ all such Attorneys to represent the City and its Officers and Agents in such litigation, subject to the approval of the Corporate Authorities of the City, which approval shall not be unreasonably withheld. The Owners shall have the right to appeal to courts of Appellate jurisdiction any judgment taken against the City or its Officers or Agents in this respect, and the City shall join in any such appeal taken by the Owners.

SECTION ELEVEN: PERFORMANCE OF AGREEMENT – It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the parties to recover a judgment for monetary damages against each other, provided, however, that the Owners shall not have a right to recover a judgment for monetary damages against any Elected or Appointed Official of the City for any breach of any of the terms of this Agreement. The City reserves the right to maintain an action to recover damages or any sums which Owners have agreed to pay pursuant to this Agreement and which

have become due and remained unpaid.

SECTION TWELVE: EXHIBITS – It is agreed that Exhibits I through VI shall be considered part of this Agreement.

SECTION THIRTEEN: DISPLAY OF CITY FUNDING PROMOTIONAL MATERIAL – Upon request by the City all program participants shall be required to prominently display a poster identifying the property as receiving City funding. The sign will be provided by the City and shall be displayed from the date the Application is approved, to no less than thirty (30) days after final approval and reimbursement is made.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER(s)/LESSEE(s)

CITY OF LOCKPORT

Program Participant

Mayor

DATE: _____

DATE: _____

Property Owner

ATTEST: _____

DATE: _____

City Clerk

DATE: _____



EXHIBITS

EXHIBIT I	COPY OF APPLICATION
EXHIBIT II	PICTURES OF STOREFRONT AND/OR PROPERTY (existing conditions)
EXHIBIT III	PROOF OF OWNERSHIP IN FORM OF DEED OR TITLE INSURANCE POLICY. IF APPLICANT IS NOT THE PROPERTY OWNER, PROVIDE A COPY OF THE EXECUTED LEASE. A COPY OF PROOF OF OWNERSHIP FROM THE BUILDING OWNER IN THE FORM OF A DEED OR TITLE INSURANCE POLICY IS ALSO REQUIRED.
EXHIBIT IV	IMPROVEMENT PLANS WITH INFORMATION RELATED TO MATERIALS, DIMENSIONAL QUALITIES. ELEVATIONS AND, WHERE REQUESTED, PERSPECTIVES OF THE IMPROVEMENTS SHOULD BE PROVIDED FOR BUILDING AND SIGNAGE PROJECTS
EXHIBIT V	CONTRACTOR'S ESTIMATES, INCLUDING <u>ITEMIZED COSTS</u> . A MINIMUM OF THREE QUOTES ARE REQUIRED . IF THERE ARE NOT THREE COMPANIES WILLING TO BID ON THE PROJECT, 2 BIDS ARE REQUIRED AND PROOF OF CONTACT OF MORE THAN ONE ADDITIONAL COMPANY MUST BE PROVIDED.
EXHIBIT VI	ARCHITECT'S AGREEMENT (IF APPLICABLE)

EXHIBIT I

GRANT APPLICATION

Date: _____

Project Address: 1036, 1038 + 1040 S. State St.

Is property located within the Historic District? Yes (If yes, a Certificate of Appropriateness shall be approved by the Heritage & Architecture Commission)

Building Owner: Richard Stader Year Purchased: 1990

Store/Company Name: Lockport Vacuum

Name of Tenant: (owner) Lease Expiration Date: _____

Applicant Name:	<u>Richard Stader</u>		
Applicant Business Address:	<u>1040 S. State St.</u>		
Applicant Business Phone:	<u>815-838-5631</u>	Home Phone:	<u>815-693-2074</u>
Tenant:	_____		
Applicant(s)/Building Owner:	<u>Richard Stader</u>		
Zoning of Property:	<u>?</u>		

Number of Primary Facades: _____

Total Anticipated Budget: \$ _____

Total Anticipated Grant Request: \$ _____

Proposed Improvements (check all that apply):

<input checked="" type="checkbox"/>	Windows/Exit Doors	<input checked="" type="checkbox"/>	Painting (only as part of exterior remodel)
<input checked="" type="checkbox"/>	Awnings	<input type="checkbox"/>	Signage
<input type="checkbox"/>	Stairs/Porches/Railings	<input type="checkbox"/>	Walls (repair/restoration/rebuilding/tuckpointing)
<input type="checkbox"/>	Roofs	<input type="checkbox"/>	Architectural Features
<input type="checkbox"/>	Lighting	<input type="checkbox"/>	Landscaping
<input type="checkbox"/>	Dumpster Enclosure	<input type="checkbox"/>	Parking Area
<input checked="" type="checkbox"/>	Other Eligible Improvement	<u>Tuck Pointing + New Steel Beam</u>	

Description of Proposed Improvements: New steel beam along front of building, Tuck Pointing, fix & repair brick on front and back of building, replace windows, painting

I, Richard Studer, hereby make application to the City of Lockport for a Commercial Façade and Site Improvement Grant Program in the anticipated amount of \$ _____. I understand that my application must be approved by the City and that it must conform to established design guidelines, as well as, specific design recommendations of the City of Lockport. I have read a copy of the Commercial Façade and Site Improvement Grant Program Agreement. If approved, I understand that all work performed is subject to the provisions of the Grant Agreement, applicable codes and ordinances, required permitting, and inspections.

Richard a. Studer

Applicant Signature

7/12/24

Date

Richard Studer

Building Owner

7/12/24

Date



BUDGET

ACTIVITY	ESTIMATED COST

Total Anticipated Grant Request \$ _____

When submitting cost estimates, the City requires submission of at least three (3) itemized quotes. The OWNER(s)/LESSEE(s) may choose the contractor of their choice, however, the City's cost sharing will be based off the least expensive quote.

Architect for the Project (if applicable):

Name: _____
Contact: _____
Address: _____
Phone: _____
Email: _____

Contractor for the Project:

Name: _____
Contact: _____
Address: _____
Phone: _____
Email: _____

Upon reimbursement The City of Lockport shall make a check payable to:

Name/Business: Richard Stodck

Address: 1040 S. State St

SS# or Tax ID# 36-3184820

EXHIBIT II

**PICTURE/S OF STORE FRONT AND/OR PROPERTY
(existing conditions)**

Appendix A



Legend

Roadways

- Federal
- State
- County
- Local and Private

Surrounding Counties

Townships

Grant Target Area

City of Lockport

Commercial Facade & Site Improvement Grant Program

1: 36,112



0 0.57 1.14 Miles

Projection

WGS_1984/Web_Mercator_Auxiliary_Sphere

Disclaimer of Warranties and Accuracy of Data: Although the data developed by Will County for its maps, websites, and Geographic Information System has been produced and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information. The County and elected officials provide this information on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses or hackers and non-infringement of proprietary rights are disclaimed. Changes may be periodically made to the information herein; these changes may or may not be incorporated in any new version of the publication. If you have obtained information from any of the County web pages from a source other than the County pages, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of date. It is recommended that careful attention be paid to the contents of any data, and that the originator of the data or information be contacted with any questions regarding appropriate use. Please direct any questions or issues via email to gis@willcountylinois.com.

Repairs for Building

Lockport Vacuum
Richard Studer
815-6813.2076

WORK to be done on 1036, 1038, 1040 S. State St

- * Replace windows on Second floor, *
west + south side *
- * Replace same size windows. Now *
- * Trim around windows Second floor Westside *
- * Rotted trim will be replaced 1st floor *
- * Replace I Beam in front of building *
- * Fix + replace brick *
- * Suck point brick *
- * Remove chimney on back of building (east side) *
- * Replace 200 face falling common brick *
- * Replace awning (old + faded) *
- * Repaint trim with same color as now. *

* Masonry Estimates

1	m O masonry Inc	\$41,000	41,000.00
2	Ciesla construction Inc.	45400	
3	Gilkerson / corsetti stea/	0	

* Window and door Replacement

1	EB carpentry	31,200.00	31,200.00
2	Johns windows	33,240.00	
3	GC Services.	60,750.00	

* Awning Estimates

1.	Shine - AWN Inc.	8,920.00	8920.00
2.	Aurora tent + Awning	9225.00	
3	Chesterfield Awning	16,323.00	

* Painting Estimates

1	House works painting	5,000.00	<u>5,000.00</u>
2	Door Overhaul painting	6,490.00	
3	Jondex painting	18,660.00	

total 86,120.00

HALF. (Citys.) 43,060.00

MD Masonry inc.
1s569 Halsey Rd
Oakbrook Terrace, IL60181

Contract

To: Lockport vacuum

Date: 4/20/24

Project Address: 1040s. State st. Lockport

Project #: masonry work

Attn: Alex

Phone: 7083517924

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
		<p>West elevation: Masonry contractor remove rust it lentils and install new I Beams on all first floor windows and doors, rebuild falling bricks on parapet wall and around new I Beams. Also reinstall copings with new flashing on parapet wall, grind and tuckpoint cracked masonry joints on all west side elevation. In addition, we install canopy along all west side elevation to protect job side.</p> <p>East elevation: we grind and tuckpoint full east wall of building, replace proximately 200 face falling common bricks. Demolish and haul away brick chimney.</p> <p>We will be responsible for cleaning all masonry debris (dumpster by GC) from the project side upon completion.</p> <p>(30%) of full payment is due before the job is started and the rest will be due when the job is completed.</p>		
SALES TAX				
TOTAL				\$41000

Upon acceptance by costumer, this estimate becomes a binding contract. Any additional coast or labor other than specified will be done only with consent of owner and will charge an additional rate. Invoices which are not paid in 30 days of the date of completion of work the costumer will pay all attorney fees, service charges and interest E1involved in collections.

Company Name	MD Masonry inc. (Contractor)	j o i n t	Lockport vacuum
By	Darius Masys		By

**Ciesla Construction Inc.
11700 Walker rd. Lemont**

Contract

To: Lockport Vacuum

Date: 5/28/24
Project address: 1040s. State st. Lockport

Attn: Richard
Phone: 815 8385631

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
		Ciesla contractor provide labors, tools and materials to demolish chimney, tuckpoint cracked masonry joints and replace spalling bricks on east side elevation. west side replace I Beams on first floor windows, replace spalling bricks and tuckpoint 100% west elevation.		45400
SUBTOTAL				
SALES TAX				
TOTAL				\$45400

Upon acceptance by costumer, this estimate becomes a binding contract. Any additional coast or labor other than specified will be done only with consent of owner and will charge an additional rate. Invoices which are not paid in 30 days of the date of completion of work the costumer will pay all attorney fees, service charges and interest E1involved in collections.

* Milkerson Masonry
1021 S. State St. 8
815-836-8077

would not give estimate for new beam.

8 Corsetti Steel will not give estimate for I Beam.
815-726-4083

HOUSE WORKS
PAINTING

FRED GRAENHOEFFER

RICHARD
STUDER

Contractors Invoice

WORK PERFORMED AT:

1040 S. STATE
LOCKPORT

DATE

5-21-2024

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

FRONT OF BUILDING (WEST)

WINDOW FRAMES
2 ENTRANCES

SIDE OF BUILDING (SOUTH)

WINDOW FRAMES
ELECTRICAL BOXES

SERVICE DOOR

BACK OF BUILDING (EAST)

I-BEAM
UPSTAIRS DOOR
DOWNSTAIRS DOOR
METAL BEAMS & COLUMNS

LABOR 4200.00

MATERIALS APP 800.00

PAYMENT UPON COMPLETION

TOTAL \$5,000.00

*Fred
Grabenhoefer*

All material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of

Dollars \$

This is a Partial Full invoice due and payable by

in accordance with our Agreement Proposal No. _____ Dated _____

 adams 1012

Proposal

DON DVORAK
PAINTING CONTRACTOR
Lockport, IL 60441
815-838-3558

PROPOSAL NO.

929

SHEET NO.

1

DATE

14 May '24

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME	ADDRESS
Richard Snyder	Lockport Vacuum 1040 S. State St. Lockport
ADDRESS	DATE OF PLANS

PHONE NO.

ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of Front Facade, from the beam down, incl. the beam. Power wash. To coat same color or color combination all previously painted areas back of building; beam, upper door, utility meter box unit, lower steel door and A.C. support structure. South side: meter box unit and side entrance door. 2nd story windows to be replaced and are not figured in this quote.

POWER WASH	\$ 575
TWO COAT LABOR	4,150
MATERIAL	665
TOTAL	\$ 5,240

Anticipated cost for touch up as necessary to newly installed upper windows, which will necessitate a lift \$1,250
All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of FIVE thousand and two hundred forty -
Dollars (\$ 5,240) with payments to be made as follows. upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted



Per _____

Note — this proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Signature _____

Date _____



Jondec Painting
 15315 South 70th Court
 Orland Park, IL 60462
 708.532.2340

Chris Piatt
 Estimator / Sales Manager
 708.846.6578
 cpiatt@jondec.com

Quote

CONTACT

Richard Studero
 Lockport Vacuum
 1040 S State Street
 Lockport, IL 60441
 r.studer0425@gmail.com
 815.693.2076

QUOTE ID

7841 05/29/2024

Quote

Item

Preparation of Exterior Areas of Home

Pressure wash using Simple Green eco friendly solution (1)

Front Of Home

Horizontal Cedar Siding, Large Green Facade Rectangles (2, 3 Coats), Entry Door & Frame-Both Sides (2 Color Design) (3), Misc Yellow Ext Walls & Entry Ceilings and Trim (2 Coats), Wood Transom Window Frame(s) & Trim (1, 3 Coats), Lower Picture Windows (6), 2nd Floor Decorative Wood Window Frame(s) & Trim (2 color Ornate Design) Includes Arch Tops (8)

Left/South Side of Building

Green Facade Square (3 Coats), Electrical Box and Pipe (3 Coats), Wood Window Frame & Trim (1, 3 Coats), Wood Transom Window Frame & Trim (1, 3 Coats), Side Door & Frame-Both Sides (w color design) (1)

East/Back Of Building

2nd Floor Steel Entry Door & Frame & Transom Window-Exterior Side (1, 3 Coats), Steel Horizontal Beam & Brackets (36ft) (3 Coats), A/C Unit Steel Support & Structure (3 Coats), 1st Floor Entry Door & Frame & Header-Exterior Side (1, 3 Coats)

Exterior Process & Products Notes

All prices include Labor and Materials

Price includes man lift rental if needed.

All preparation and repairs as listed below

-Pressure wash and hand wash as applicable using Simple Green eco friendly solution to clean and prepare all surfaces

-Scrape and hand sand any areas as needed

-All areas of peeling will be scraped, sanded and spot primed with **Peel Stop Primer** for best adhesion and longevity of finish coat.

-All listed surfaces:

Apply exterior bonding primer

Caulking as needed where existing caulk has failed, is brittle or split only

Apply 2 coats of Sherwin Williams SuperPaint Exterior Satin Finish Paint (colors to be determined)

All colors to be approved/chosen by the customer

Payment Schedule Terms

Payment Schedule for Large Projects:

-A 30% Initial Deposit is due to schedule the project.

-A 30% Progress Payment is due approximately 2/3 of the way through the projects duration. (Jondec project manager will notify you of that projected date)

-Final payment of remaining balance at completion.

Total \$18,660.00

Please take special note of job description. Jondec Painting is not required to perform any projects or tasks not specifically listed.

This proposal and the pricing within is valid for 180 days from the date listed at the top.

Exterior Preparation

Jondec Painting will protect all necessary areas with drop cloths.

Before pressure washing, all areas with mildew, mold or heavy dirt will be treated with Simple Green building wash (or similar).

Surfaces will be scraped of peeling paint and sanding. Glossy surfaces will be sanded to assure proper adhesion.

All cracks in wood siding will be filled with latex caulk to lock out moisture. (Cracks in Deck material are not caulked)

If wood repairs are needed, customer will be notified. Small areas of rotted wood will be filled with wood-filler and sanded if possible. Larger repairs will include additional cost and must be agreed on in writing prior to the work being completed.

Areas of bare wood will be primed.

When the job is completed, paint residue and debris will be cleaned up and taken away. Unused paint will be labeled and left at job site.

Because of conditions unseen, additional repairs/cost may become necessary. Customer will be notified if any such conditions exist at time of discovery and will be required to sign an Additional Work Order for said repairs.

Paint

Jondec Painting will recommend quality paints and stains from Benjamin Moore or Sherwin Williams. Other products may be used request.

Colors **must** be chosen 1 week prior to the start date. An additional cost will be charged for color changes made after work begins.

Please Note : Some accent colors are inherently less opaque and may require more than two coats to achieve a satisfactory and uniform appearance. Therefore, using these colors may result in additional costs. If these colors are selected, customers will be notified before work begins in that area

Marketing Agreement

Jondec Painting would like to display a yard sign on your lawn until completion of the project.

Work Standard

Jondec Painting is a member of the Painting and Decorating Contractors of America.

All work is to be completed in a workman-like manner according to standard practices. Worker/s will remain on job until completion of project. Work site will be cleaned daily and upon project completion. All agreements are contingent upon the absence of strikes, accidents or delays beyond our control.

Our work procedures follow the standards of the PDCA (Painting and Decorating Contractors of America, www.pdca.org).

The painting contractor will produce a "properly painted surface." A "properly painted surface" is one that is uniform in color and sheen. It is one that is free of foreign material, lumps, skins, sags, holidays, misses, strike-through or insufficient coverage. It is a surface that is free of drips, spatters, spills or over-spray caused by the contractors' workforce performance. Compliance to meeting the criteria of a "properly painted surface" shall be determined when viewed without magnification at a distance of one meter or more under normal lighting conditions and from a normal viewing position.

Customer Responsibility

For your safety, no one other than employees of Jondec Painting is permitted in work areas. **As with all home improvement projects, children and pets should be kept away from work areas and from Jondec Painting supplies and equipment.**

Alarms must be turned off while work is in progress.

The customer must be available to meet with Jondec Painting crew leader on the last day of job.

Unforeseen Conditions

Because of unforeseen conditions, additional repairs/costs may become necessary. The customer will be notified if any such conditions exist at time of discovery and will be required to sign an Additional Work Order for said repairs or any changes in work scope.

Limited Warranty

Jondec Painting's warranty covers labor and material for a period of 2 years. If paint failure appears during this 2 year period, we will supply labor and materials to correct the condition without cost. This warranty is in lieu of all other warranties, expressed or implied. Our responsibility is limited to correcting the condition as indicated above.

This warranty excludes -- and in no event will Jondec Painting be responsible for -- consequential or incidental damages caused by accident or abuse, normal wear and tear, temperature changes, damage during product curing period, settlement or moisture; i.e., nail pops or cracks caused by expansion and/or contraction. Cracks will be properly prepared as indicated at time of job, but will not be covered under this warranty.

The exclusion also includes: Painted or stained horizontal walking surfaces (i.e. decks, floors and steps), dirt and mildew accumulation; paint/coating failure due to rotted wood, chemical exposure, structural

- defects, moisture intrusion, extensive sun and/or UV light exposure, heavy foot traffic, failure of previous paint coatings and insect infestation.

Jondec Painting is not responsible for differences in paint color when performing warranty work.

This warranty is transferable.

This warranty excludes all deck projects and play-set projects.

Right of Rescission

An individual signing a home improvement contract, except as provided in the emergency provisions of section 7 of the December 17, 1968 (P.L. 1224, No. 387), known as the Unfair Trade Practices and Consumer Protection Law, shall be permitted to rescind the contract without penalty regardless of where the contract was signed, within three business days of the date of signing.

Payment Schedule for Large Projects:

- A 30% Initial Deposit is due to schedule the project.
- A 30% Progress Payment is due approximately 2/3 of the way through the projects duration. (Jondec project manager will notify you of that projected date)
- Final payment of remaining balance at completion.

Credit Card Authorization:

If deposit is made using a credit card, Customer authorizes Jondec Painting to process and charge the same credit card for final payment due on the last day of the project. Final payment due may include amounts not specified in this quote for additional work orders authorized by the Customer during the project. Customer understands and consents to the use of the credit card provided without original signature. A credit card receipt will be sent to the e-mail address provided by the Customer.

Acceptance of proposal

Please indicate your acceptance of this proposal by clicking "accept quote" at the top to electronically sign it, or print this copy and return it to our office.

By accepting this contract, I acknowledge that I have read and understand the terms of this proposal.



ESTIMATOR SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE

Quote #7841 for Richard Studero

Total value: \$18,660.00

Shine-Awn Incorporated

6631 W. 16th Street
 Berwyn, IL 60402
 (708) 484-0558 (fax)
 (708) 484-0551 phone
 shineawn@sbcglobal.net

Estimate/Proposal

DATE	ESTIMATE NO.
8/11/2023	10599

Jerry 708 373-5361

\$300



NAME / ADDRESS

Lockport Vacuum
 Ron and Brenda Studer
 928 S. State St.
 Lockport IL 60441
 lockportvac1@aol.com

THIS ESTIMATE INCLUDES STANDARD LABOR AND INSURANCE. THIS ESTIMATE DOES NOT INCLUDE: Lights, electric, eggcrating, bottom covers, special shop drawings, or any city, village or town permits, including public way.

P.O. NO.	TERMS	REP	JOB LOCATION
	Net 15	Jerry	Same

ITEM	DESCRIPTION	TOTAL
Awn. Recover	<p>I have reviewed the condition of the awning so I am also giving a recover cost as requested. As this is a replacement to the old in the same design no permit will be pulled.</p> <p>1. Remove all awnings and deliver to your home backyard. 4 sections total cost is \$950.00</p> <p>2. Reinstall the awnings back on site. total cost for all 5 sections is \$980.00.</p> <p>Recover information.</p> <p>There are 5 sections of awning totaling about 65 linear feet of awning at 6' tall and 6 foot projection with a flexible 9 inch valance.</p> <p>These will be recovered with new Sunbrella seamark material on the top and the valance will be done in regular sunbrella material. All forest green and the existing graphics will be duplicated.</p> <p>The total cost of the recover would be \$6990.00.</p> <p>Please let us know if this is of any interest. We should be able to get them down fairly soon if needed so they can see the lintel and brick damage.</p> <p>Thanks again.</p>	8,920.00

(Also put 1038 on valance)
 ASK Rich

TOTAL \$8,920.00

SIGNATURE

Richard A. Studer
 After Approval of
 Permit

After the company goes into production of the above mentioned work, the contract cannot be cancelled and the purchaser is responsible for the whole amount contracted herein. The merchandise is the property of Shine Awn, Inc. until the whole amount of the contract is paid in full, whether on the truck, in the shop, or installed at location. A service charge of 1-1/2 percent monthly will be added to any unpaid balance beginning 30 (thirty) days after the date of installation. This estimate is valid for 6 months after date listed at top.

AURORA TENT AND AWNING

919 LAUREL DRIVE • ELWOOD, IL 60421
 PHONE 630.420.2000/FAX 815.741.8491
 EMAIL: AUORATENTAWNING@AOL.COM

PROPOSAL SUBMITTED TO:

JOB ADDRESS:

LOCKPORT VACUUM 1040 S. STATE STREET LOCKPORT, ILLINOIS 60441 rstuder0425@gmail.com	SAME					
DATE 8-01-2023	PHONE NO. 815-838-5631	# LOCATIONS PHONE	INSTALLED NORM	INVOICE NO.	OUR P.O. NO.	ORDER NO.

BELOW PLEASE FIND PRICING:

REMOVAL OF FRAME AND FABRIC:	\$ 450.00
INSTALLATION OF FRAME AND FABRIC:	\$ 750.00
RECOVER MATERIAL, FOREST GREEN ACRYLIC W/ARTWORK:	\$7,500.00
SUBTOTAL: \$8,700.00	
TAX:	<u>\$ 525.00</u>
TOTAL: \$9,225.00	

*****PERMIT FEES ARE ADDITIONAL*****

*****TO BEGIN PROCESSING, PLEASE SIGN AND RETURN CONTRACT WITH YOUR DEPOSIT.
 IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL. THANK YOU!!*****

*** WE PROPOSE hereby to furnish material and labor-complete in accordance with above specification for the sum of:

NINE THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS AND 00/100 Dollar: (\$9,225.00)

Payment to be made as follows:

A 50% NON REFUNDABLE DEPOSIT OF \$4,612.50 IS REQUIRED TO BEGIN MANUFACTURING

REMAINING BALANCE OF \$4,612.50 IS DUE ON THE DATE OF INSTALLATION

Materials will be furnished only as stated on contract any deviation or alteration from the above specifications involving extra cost of material or labor will be performed only upon written contact for same and will become an extra charge over the sum mentioned in this contract. All Agreements must be made in writing. All agreements contingent upon strikes, accidents or delays beyond our control. The contractor agrees to carry appropriate insurance as required.

Authorized Signature _____

The appearance of my signature below authorizes the above contractors to complete the above contract. I agree to pay cash when work is completed, or on terms satisfactory to the above contractor until paid in full. If payment is not made as per contract is paid in full and all costs, including court cost and reasonable attorney's fees.

Signature _____

This proposal may be withdrawn by us if not accepted within _____ days.

Date of Acceptance _____



Chesterfield Awning Co.

16999 Van Dam Road South Holland, IL 60473

Phone (708) 596-4434 Fax: (708) 596-9469 Website: www.chesterfieldawning.com

Job Name: Lockport Vacuum
Job Address: 1040 South State Street / Lockport, IL 60441
Billing Party: 1040 South State Street / Lockport, IL 60441
Contact Person: Richard Studer (Primary Owner)
Phone / Cell: (815)693-2076 (Cell)
Fax / Email: R.studer0425@gmail.com

CONTRACT / ESTIMATE

August 23, 2023

Quantity: One (1) Canvas awning recovered and installed **\$14,315.00**
Style: L - Shape Straight welded frame with wings, **and 93" total Down Slope**
Size(s): (Westside) W 576" X P 72" X D 66" / (Southside) W 275" X P 72" X P 66"
Material: Sunbrella – Erin Green 4600
Frame: Use current
Border: 8" with 1" Hem
Graphics/Logos: As current **\$2,008.00**

Misc: Does include: Standard Chesterfield labor + insurance. Does not include: Lights, electric, bottom covers, special shop drawing (Structural engineering. Approved), or any city permits, bonds, including public way.

Total Price..... **\$16,323.00**

50% Down Payment _____

Balance due _____

We offer financing, just follow the link for financing details.

<https://chesterfieldawning.com/resources/financing/>

Installation: Approx. 8 to 10 weeks upon down payment

Installation time subject to product availability and delays due to change(s)

Terms: 50% down and balance due upon installation.

Customer _____ Date: _____ Sales: John Leonce

After the company goes into production on this merchandise, this contract cannot be canceled, and the purchaser is responsible for the whole amount contracted herein. The merchandise is the property of the Chesterfield Awning Company, Inc. until the whole amount of the contract is paid in full. A service charge of 1 1/2 percent monthly will be added to any unpaid balance after 30 days from installation. This is an effective annual rate of 18 percent.

Please note: Contract is for a complete and installed frame & fabric awning. Price includes hardware for standard wall mount application. Other specialty brackets or accessories are not included. Installation will be performed Monday through Friday during normal business hours, statutory holidays excluded, unless the parties mutually agree otherwise, provided that the services will be performed only if the weather conditions are favorable, to ensure acceptable finished product. Any issues beyond Chesterfield Awning's reasonable control that increases the cost or time necessary to perform the work will constitute a change for which Chesterfield Awning will provide an equitable adjustment in the contract price and the time for performing the contract. Without limitation, these include any changes in Chesterfield Awning's original design that are caused by the Customer or unforeseen and unknown conditions not considered during the original estimate. Chesterfield Awning will not be liable for any unknown, unforeseen, or pre-existing problems with the existing mounting surface that may arise or are discovered during our work. Chesterfield Awning mounting installation will not include any electrical, carpentry or masonry repairs or alterations. All prices subject to change without notice and are not guaranteed, except those prices for an order that have been accepted by Chesterfield Awning Co.



ESTIMATE

EB Carpentry
721 Indiana Court
Frankfort, Illinois 60423
United States

7082053101
eb.carpentry@yahoo.com

BILL TO
Rich Studer
Rich Studer
1040 South State Street
Lockport, Illinois 60441
United States
r.studer0425@gmail.com

Estimate Number: 19

Estimate Date: June 24, 2024

Valid Until: July 24, 2024

Estimate Total **\$31,200.00**
(USD):

Services	Quantity	Price	Amount
Furnish and Install Pella Lifestyle Windows 19 total - cut sheet to be provided to village for approval Remove existing windows, install new windows, cap and caulk prefinished in (stain and paint) Color out TBD All new exterior finish TBD by Village specifications	1	\$31,200.00	\$31,200.00
		Subtotal:	\$31,200.00
		Total:	\$31,200.00
		Estimate Total (USD):	\$31,200.00

ESTIMATE

Date: June 4, 2024

John's Windows, Doors & Floors
8140 W. Lincoln Hwy.
Frankfort IL. 60423
[708]699-8567
johncircelli@gmail.com

TO: Lockport Vacuum
1040 State St.
Lockport IL.

SALESPERSON	JOB	PAYMENT TERMS	DUUE DATE
Kelly		Due on Receipt	
QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
8	31 x 63 Weathershield Signature series wood clad DH windows green ext bare int. FRONT ELEVATION		
9	29 x 76 Weathershield Signature series wood clad DH windows green ext bare int. SIDE ELEVATION		
	Scope; remove existing windows clean prep openings for new windows install wood clad DH haul away old materials		
	Price does not included permit or registration with city TBD.		
	50% required before material ordered.		
		Subtotal	
		Sales Tax	
		Total	\$33,240

PROPOSAL

GC SERVICES BUILDING AND DESIGN, INC.

1020 Cedar Ave., St Charles, IL 60174

Phone : 312-203-5464

Date: June 1, 2024

Submitted to:

LOCKPORT VACUUM
1040 S. STATE ST.
LOCKPORT, IL

Job Location:

SAME

WE PROPOSE TO PROVIDE AND INSTALL THE FOLLOWING:

15 NEW WINDOWS IN THE EXISTING BUILDING

- * THIS QUOTE INCLUDES ALUMINUM CLAD WOOD FRAME MARVIN ULTIMATE WINDOWS
- * THE EXTERIOR OF THE UNITS ARE EVERGREEN GREEN IN COLOR
- * THE INTERIORS ARE PAINTED AND OR STAINED TO THE CUSTOMERS SPEC.
- * ALL WINDOWS ARE INSTALLED
- * ALL WINDOWS HAVE NEW TRIM ON THE INTERIOR
- * ALL WINDOWS ARE RE-TRIMED ON THE EXTERIOR AS NECESSARY
- * ALL EXTERIOR TRIM IS PAINTED PER THE CUSTOMERS SPEC.
- * ALL WINDOWS ARE INSULATED AS NECESSARY AROUND THEM
- * ALL WINDOWS HAVE CLEAR INSULATED GLASS (LOW E2 W/ ARGON GAS FILLED SPACE)
- * THE HARDWARE IS BLACK IN COLOR
- * ALL DEBRIS FROM SITE TO BE REMOVED FROM SITE INCLUDING THE OLD UNITS
- * THE ENTIRE AREA TO BE KEPT CLEAN THROUGHOUT PROCESS
- * ANY FRAMING NECESSARY TO ACCOMMODATE THE NEW UNITS IS INCLUDED
- * WE WILL ALSO RE-TRIM THE EXTERIOR OF THE FIRST FLOOR FRONT PICTURE FRAME UNITS
- * ALL LABOR AND MATERIALS ARE INCLUDED IN THE QUOTE TO COMPLETE THIS WORK

* * * TOTAL PROPOSAL \$ 60,750.00

* * * TERMS TO BE DISCUSSED IF PROPOSAL IS ACCEPTED

Authorized By:

Accepted By:

Date:



**LOCKPORT
VACUUM**

1040 S. STATE St.

815·838·5631

OPEN

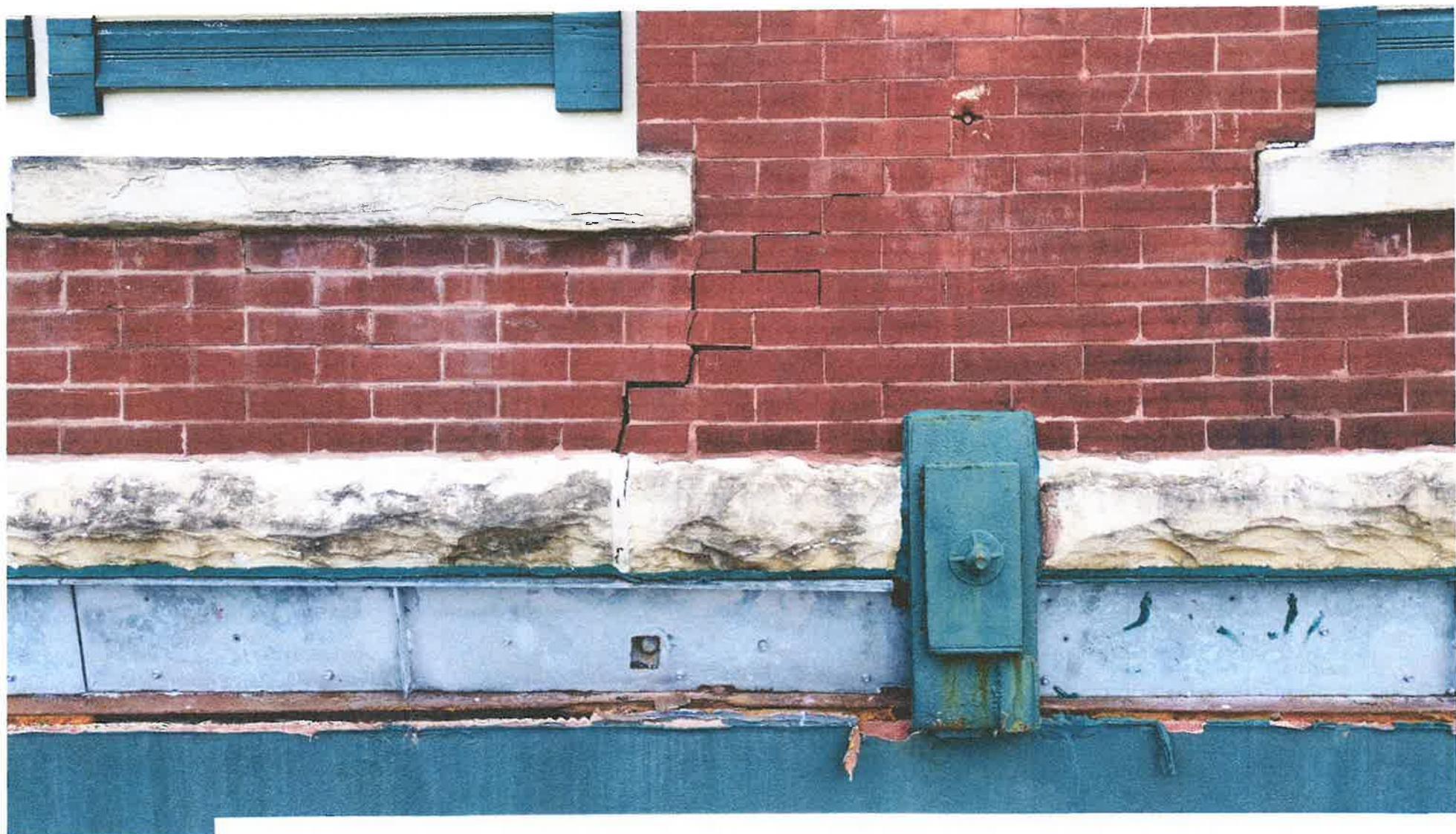
























incisive



Rotting trim

FARRELL BLOCK



RR RICCAR

THE FINEST VACUUMS That Last™

104
(81)





missing And Rotting trim

Picture of Beam

Top "I" Beam

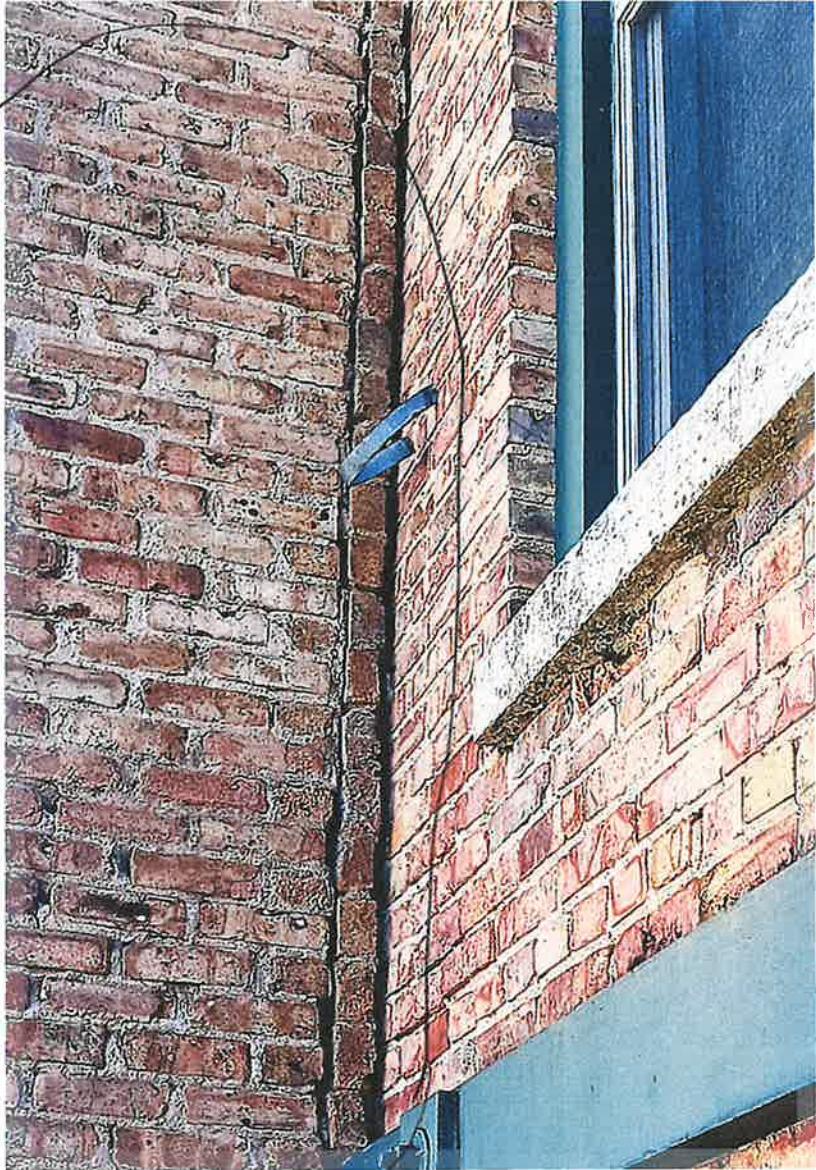
Rusted Away

Top is Gone

(Picture from inside.)



Re move chimney in BAD SHAPE



Remove chimney

8 - upper windows



9 - upper windows
2 - lower windows



CITY OF LOCKPORT HERITAGE & ARCHITECTURE COMMISSION

Certificate of Appropriateness

APPROVAL DATE: August 20, 2024

CASE NUMBER: 2024-H005

PROPERTY ADDRESS: 1040 S. State Street

APPLICANT: Richard Studer

DESCRIPTION OF WORK: Masonry and structural beam repair, parapet repair, chimney demolition, window and storefront trim replacement with Azek or similar composite material, window replacement of 19 total windows.

CONDITIONS OF APPROVAL: The structure & other components shall adhere to all applicable City codes. Methods for Maintenance Shall Comply with the Standards for Rehabilitation Guidelines. Windows on west elevation shall fit the brick opening with no more than 1-1/2" gap in the masonry opening. The top arch shall be wood/Azek.

EXPIRATION DATE: A Certificate of Appropriateness is valid for one (1) year from the date of approval.

****Required building or sign permits must still be obtained and are contingent upon the submission of plans that meet City Codes.****

ISSUED BY: Kimberly Phillips, City Planner



Committee of the Whole

Agenda Memorandum

Item # CD-4

To: Mayor & City Council

From: Lance Thies, Director of Community and Economic Development

Subject: Façade & Site Improvement Grant Request for 201 W. 6th Street,
Adapt-A-Pak, in the Amount of \$18,380 for Replacement of Overhead Dock
Doors and Glass Block Window

Date: Wednesday, September 4, 2024

BACKGROUND/HISTORY

The applicant, George Karpiesiuk, owner of the building at 201 W. 6th Street, Adapt-A-Pak, is requesting funds through the City's Façade & Site Improvement Grant Program to replace two overhead dock doors and a glass block window. The property is located within the Façade Grant Target Area as designated by the City of Lockport.

Established in the 1980's, Adapt-A-Pak is a local, family run business that specializes in stock and custom packaging needs. The company's goal is to supply their clients with quality packaging at a reasonable price to not only meet their needs but also the needs of their end users. Adapt-A-Pak is proud to support buying American made products, Veteran Programs and the Police Department.

Contractor bids were received for replacement of the overhead dock doors, levelers, seal curtain and glass block window:

LEVELERS

Midwest Dock Solutions	\$25,000
WE Carlson	\$30,192.36 (\$15,522.36 leveler + \$14,670 concrete)
WE Carlson	\$33,279.18 (\$18,609.18 leveler + \$14,670 concrete)
Industrial Door Co.	\$22,600

SEAL CURTAIN

Midwest Dock Solutions	\$2,600
WE Carlson	\$8,780.95
Industrial Door Co.	\$8,980

OVERHEAD DOORS

Midwest Dock Solutions	\$8,000
WE Carlson	\$7,378
Industrial Door Co.	\$5,460

GLASS BLOCK WINDOW

Chicago Glass Block	\$6,100
Gilkerson Masonry	\$8,660

The Façade Grant program allows for a 50% match up to \$20,000 per façade and \$10,000 for site improvements with a maximum of \$50,000 per property, inclusive of architectural fees. The applicant is eligible for \$18,380 (\$36,760 x 50%) based on the lowest quotes provided.

To date, the City Council has approved \$133,225 of the \$150,000 budgeted amount for 2024. (89%). Including the \$18,380 for this project, the total of façade grant reimbursements will be \$151,605 (101%), not including the \$30,000 still remaining in the Code Compliance grant for 2024.

PROS/CONS/ALTERNATIVES

N/A

RECOMMENDATION

Staff recommends approval of the façade grant request in the amount of \$18,380. Funds will be released upon completion of the work with required proof of payment.

ATTACHMENTS

[Resolution No. 24-095 Approving the Facade Grant for 201 W. 6th Street, Adapt-A-Pak, in the amount of \\$18,380](#)

[Facade Grant application](#)

[Existing pictures](#)

[Midwest Dock Solutions estimates](#)

[Industrial Door Company estimates](#)

[WE Carlson estimates](#)

[Glass Block estimates](#)

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

RESOLUTION NO. 24-095

**A RESOLUTION APPROVING THE SITE IMPROVEMENT GRANT FOR THE PROPERTY LOCATED AT
201 W. 6TH STREET IN THE AMOUNT OF \$18,380**

WHEREAS, Ordinance 20-002 amended the Façade and Site Improvement Grant program for commercially zoned property located within the target area as designated by the City of Lockport funded from general revenues for purposes of control and prevention of blight, dilapidation and deterioration of the visible exterior of buildings, structures and site conditions; and

WHEREAS, the grant is provided to owners and tenants in recognition of the positive impact that individual building and site improvements can have on the overall appearance, quality and vitality of the City; and

WHEREAS, George Karpiesiuk, owner of the property at 201 W. 6th Street, has submitted application to the City for Façade and Site Improvement Grant funds in the amount of \$18,380 to replace dock doors, levelers, seal curtain and glass block window,

WHEREAS, the Mayor and City Council of the City of Lockport have determined that the grant application meets the criteria prescribed in Ordinance 20-002 and there is adequate funding to grant the maximum allowed amount under Ordinance 20-002.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LOCKPORT, ILLINOIS, AS FOLLOWS:

SECTION ONE: The façade and site improvement grant application for the property at 201 W. 6th Street shall be granted in the amount of \$18,380 for replacement of dock doors, levelers, seal curtains and glass block window.

SECTION TWO: This Resolution shall become effective immediately upon passage and approval as provided by law.

PASSED this _____ day of _____, 2024, with

_____ ALDERMEN voting aye _____ ALDERMEN abstaining

_____ ALDERMEN voting nay _____ ALDERMEN absent

The MAYOR voting aye _____, voting nay _____, not voting _____

_____ BARTELSSEN _____ BERGBOWER _____ DESKIN _____ GILLOGLY

_____ KING _____ MCDONALD _____ PUGH _____ SABAN

_____ MAYOR

ATTEST:

Steven Streit, Mayor

Kathleen Gentile, City Clerk

RECEIVED

AUG 23 2024

CITY OF LOCKPORT COMM. & ECON. DEV. DEPT
COMMERCIAL FAÇADE AND SITE
IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT, entered into this _____ day of ___, 20____, between The
City of Lockport, Illinois (hereinafter referred to as the "City") and the following designated
OWNER(s)/LESSEE(s), to wit:

Owner/Lessee Name: George Karpiesiuk
Address: 1139 Berkley Lane
City: Lemont State: IL Zip Code: 60439
Phone # 630-202-5277 Email: adaptpk@aol.com
Name of Business: Adapt-A-Pak
Project Address: 201 W. 6th street Lockport IL 60441

WITNESSETH

WHEREAS, A Commercial Facade and Site Improvement Grant Program is established for a commercially zoned building or property located in the Target Area as designated by the City of Lockport and identified in **Appendix A**, or as approved by the City Council;

WHEREAS, The Commercial Façade and Site Improvement Grant Program is administered by the City and is funded from General Revenues, utilizing Gaming Revenues first, for purposes of control and prevention of blight, dilapidation and deterioration of the visible exterior of buildings, structures and site conditions on commercially zoned properties within the *Target Area* as designated by the City of Lockport and identified in **Appendix A**. This reimbursement grant is provided to Owner(s)/Lessee(s) in recognition of the positive impact that individual building and site improvements can have on the overall appearance, quality and vitality of the City.

WHEREAS, Pursuant to said Program the City has agreed to participate, subject to its sole discretion, in sharing the cost of façade and site improvements to commercially zoned properties identified in **Appendix A** up to a maximum of one-half (1/2) of the approved contract cost of such improvement but in no event shall the total City participation exceed Fifty Thousand Dollars (\$50,000.00) for construction and architectural cost. Architectural fees shall be limited to not more than Five Thousand Dollars

(\$5,000.00) of the reimbursement.

WHEREAS, The reimbursable maximum amount is subject to the number of applications and the availability of program funding during the fiscal period at the time of application. Overall program funding approved in any given year can be terminated by the City without notice.

WHEREAS, A commercially zoned building or property located in the *Target Area*, as designated by the City of Lockport and identified in **Appendix A**, or as approved by the City Council, may be awarded funding through this program as recommended by the Director of Community & Economic Development, City Administrator or their designee and approved by City Council; provided its OWNER/LESSEE meets the terms and conditions of the application provided by the City, and executes the Agreement contained therein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement obtained herein, the City and OWNER(s)/LESSEE(s) do hereby agree as follows:

SECTION ONE: COST SHARING – The City shall share in eligible improvement costs and architect fees for the OWNER(s)/LESSEE(s) property up to fifty percent (50%) of approved project costs up to a maximum amount of fifty thousand dollars (\$50,000.00) for construction and architectural cost. Architectural fees are not in addition to the maximum \$50,000 reimbursement, rather, it counts toward the maximum amount and shall be limited to not more than five thousand dollars (\$5,000.00) of the reimbursement. The actual amount per this agreement shall not exceed \$ _____ for construction cost and \$ _____ for architect fees. The façade and/or site improvement costs which are eligible for City participation include all labor, materials, equipment and other contract items necessary for the property execution and completion of the work as designated from the design drawings approved by the City. Said design drawings and specifications are attached hereto as Exhibit V.

When submitting cost estimates, the City requires submission of at least three (3) itemized quotes. The OWNER(s)/LESSEE(s) may choose the contractor of their choice, however, the City's cost sharing will be based off the least expensive quote.

SECTION TWO: DESIGN APPROVAL – No façade or site improvement work as specified in Exhibit V shall be undertaken until this Agreement with the City is executed and the design therefore has been submitted to and approved by the Building Department, and/or if necessary Heritage and Architecture Commission. **Following approval, the OWNER(s)/LESSEE(s) shall contract for the work and shall commence and complete all such work within one hundred eighty (180) days from the date of such approval. If extenuating circumstances, such as weather, may cause the delay of completion of such work, the OWNER(s)/LESSEE(s) may request an additional one hundred eighty (180)-day extension to complete all such work if such request is submitted to the Director of Community & Economic Development or his/her designee at least thirty (30) days prior to the work completion**

deadline.

SECTION THREE: REVIEW OF PROJECT – The Director of Community & Economic Development or his/her designee shall periodically review the progress of the contractor's work on the improvements pursuant to this Agreement. Such inspections shall not replace any required permit inspection by City Inspectors. All work which is not in conformance with the approved drawings and specifications shall be immediately remedied by the OWNER(s)/LESSEE(s) and deficient or improper work shall be replaced and made to comply with the approved drawings, specifications, and terms of this Agreement.

SECTION FOUR: DOCUMENTATION REQUIREMENTS – Upon completion of the eligible improvement/s pursuant to this agreement and upon final inspection and approval by the Community Development Department and/or other applicable department or agency, the OWNER(s)/LESSEE(s) shall submit to the City a properly executed and notarized contractor statement/bill of sale and architect fee statement (when applicable) showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment in the work. In addition, the OWNER(s)/LESSEE(s) shall submit to the Director of Community & Economic Development or his/her designee proof of payment (being copy of a cancelled check/s or a copy of a credit card receipt/s) of the contract cost pursuant to the contractor's and architect's statements.

The Director of Community & Economic Development or his/her designee shall, upon receipt of the contractor's statement and proof of payment schedule the request for reimbursement on the next regularly scheduled City Council meeting agenda. Upon approval by the City Council, the Finance Department issue a check to the OWNER(s)/LESSEE(s) in payment of: one-half of the approved cost or fifty thousand dollars (\$50,000.00) whichever is less. In no case shall the amount paid to the OWNER(s)/LESSEE(s) exceed the amount specified in this Agreement or in the contractor's or architect's statements.

SECTION FIVE : LAND USE AND SIGNAGE CONFORMANCE. At the time of reimbursement and throughout the term of the agreement with the City the land use and signage under the control of the OWNER(s)/LESSEE(s) shall be in conformance with zoning and sign code provisions.

SECTION SIX: FAILURE TO COMPLETE WORK – If the OWNER(s)/LESSEE(s) or his contractor fail to complete the work provided for herein or is not in conformity with the plans, specifications and all terms of this Agreement, the Agreement shall terminate and the financial obligation on the part of the City shall cease and become null and void.

SECTION SEVEN: UNRELATED IMPROVEMENTS – Nothing herein is intended to limit, restrict, or prohibit the OWNER(s)/LESSEE(s) from undertaking any other work in or about the subject premises which is unrelated to the eligible improvement/s provided for in this Agreement.

SECTION EIGHT: MAXIMUM GRANT AWARDS – Nothing in this Agreement shall prohibit a business or property owner from applying for more than one grant. However, a Fifty Thousand Dollar (\$50,000.00) total limitation shall apply to all Grant Awards made to a single building and/or property at any one time.

SECTION NINE: CITY INDEMNIFICATION REGARDING CONSTRUCTION – The Owners of the subject property agree to defend and hold harmless the City from any and all claims which may arise out of said Owners' construction activities under this Agreement.

SECTION TEN: GENERAL INDEMNIFICATION – In the event that, as a result of this Agreement, or actions taken as required hereunder, the City is made a party defendant in any litigation arising by reason of this Agreement, and development activities contemplated hereunder, the Owners agree to defend and hold harmless the City, the Mayor, City Council, Officers and Agents thereof, individually and collectively, from any suits and from any claims, demands, setoff or other action including but not limited to judgments arising therefrom. The obligation of the Owners hereunder shall include and extend to payment of reasonable Attorneys' fees for the representation of the City and its said Officers and Agents in such litigation and includes expenses, court costs and fees; it being understood that the Owners where there shall be no applicable standards provided therein, shall have the right to employ all such Attorneys to represent the City and its Officers and Agents in such litigation, subject to the approval of the Corporate Authorities of the City, which approval shall not be unreasonably withheld. The Owners shall have the right to appeal to courts of Appellate jurisdiction any judgment taken against the City or its Officers or Agents in this respect, and the City shall join in any such appeal taken by the Owners.

SECTION ELEVEN: PERFORMANCE OF AGREEMENT – It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the parties to recover a judgment for monetary damages against each other, provided, however, that the Owners shall not have a right to recover a judgment for monetary damages against any Elected or Appointed Official of the City for any breach of any of the terms of this Agreement. The City reserves the right to maintain an action to recover damages or any sums which Owners have agreed to pay pursuant to this Agreement and which

have become due and remained unpaid.

SECTION TWELVE: EXHIBITS – It is agreed that Exhibits I through VI shall be considered part of this Agreement.

SECTION THIRTEEN: DISPLAY OF CITY FUNDING PROMOTIONAL MATERIAL – Upon request by the City all program participants shall be required to prominently display a poster identifying the property as receiving City funding. The sign will be provided by the City and shall be displayed from the date the Application is approved, to no less than thirty (30) days after final approval and reimbursement is made.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER(s)/LESSEE(s)

CITY OF LOCKPORT

Program Participant

Mayor

DATE: _____

DATE: _____

Property Owner

ATTEST: _____

DATE: _____

City Clerk

DATE: _____

RECEIVED

EXHIBIT I

AUG 23 2024

GRANT APPLICATION

City of Lockport
Comm. & Econ. Dev. Dept

Date: 8-23-24

Project Address: 201 W. 6th street Lockport IL 60441

Is property located within the Historic District? _____ (If yes, a Certificate of Appropriateness shall be approved by the Heritage & Architecture Commission)

Building Owner: George Karpiesiuk Year Purchased: 2023

Store/Company Name: Adapt - A - Pak

Name of Tenant: George Karpiesiuk Lease Expiration Date: 2030

Applicant Name: George Karpiesiuk

Applicant Business Address: 201 W. 6th Street

Applicant Business Phone: 815-834-9200 Home Phone: 630-202-5277

Tenant: Adapt - A - Pak

Applicant(s)/Building Owner: George Karpiesiuk

Zoning of Property: Commercial

Number of Primary Facades: 3

Total Anticipated Budget: \$ 43,000.00

Total Anticipated Grant Request: \$ 20,000.00

Proposed Improvements (check all that apply):

<input checked="" type="checkbox"/> Windows/Exit Doors	<input type="checkbox"/> Painting (only as part of exterior remodel)
<input type="checkbox"/> Awnings	<input type="checkbox"/> Signage
<input type="checkbox"/> Stairs/Porches/Railings	<input type="checkbox"/> Walls (repair/restoration/rebuilding/tuckpointing)
<input type="checkbox"/> Roofs	<input type="checkbox"/> Architectural Features
<input type="checkbox"/> Lighting	<input type="checkbox"/> Landscaping
<input type="checkbox"/> Dumpster Enclosure	<input type="checkbox"/> Parking Area
<input checked="" type="checkbox"/> Other Eligible Improvement	

Description of Proposed Improvements: Replace 2- dock plates

Replace 2 curtains on exterior of Dock

Replace 2 garage Doors

Replace Glass Block Window

I, George Karpicsiuk, hereby make application to the City of Lockport for a Commercial Façade and Site Improvement Grant Program in the anticipated amount of \$20,000.00.

I understand that my application must be approved by the City and that it must conform to established design guidelines, as well as, specific design recommendations of the City of Lockport. I have read a copy of the Commercial Façade and Site Improvement Grant Program Agreement. If approved, I understand that all work performed is subject to the provisions of the Grant Agreement, applicable codes and ordinances, required permitting, and inspections.

George Karpicsiuk
Applicant Signature

8-23-24
Date

George Karpicsiuk
Building Owner

8-23-24
Date

RECEIVED

BUDGET

AUG 23 2024

ACTIVITY	ESTIMATED COST	City of Lockport Cont. Dev. Dept
Install Dock plate Leveler (2pc)	25,000 .00	
New Dock Seal curtain (2pc)	2,600 .00	
New Sectional Door 9'x9' (2pc)	8,000 .00	
Glass Block & Window	7,400 .00	

Total Anticipated Grant Request \$ 20,000 .00

When submitting cost estimates, the City requires submission of at least three (3) itemized quotes. The OWNER(s)/LESSEE(s) may choose the contractor of their choice, however, the City's cost sharing will be based off the least expensive quote.

Architect for the Project (if applicable):

Name: _____
Contact: _____
Address: _____
Phone: _____
Email: _____

Contractor for the Project:

Name: George Karpiszuk
Contact: _____
Address: 1139 Berkley Lane Lemont IL 60439
Phone: 630-202-5247
Email: adaptpk@aol.com

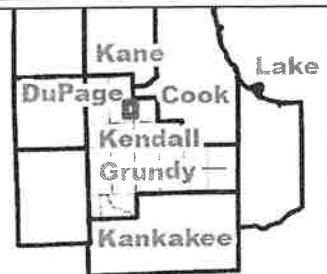
Upon reimbursement The City of Lockport shall make a check payable to:

Name/Business: Adapt - A - Park

Address: 201 W. 10th street Lockport IL 60441

SS# or Tax ID# 84-3188118

Appendix A



Legend

Roadways

- Federal
- State
- County
- Local and Private

Surrounding Counties

Townships

Grant Target Area

City of Lockport

Commercial Facade & Site Improvement Grant Program

1: 36,112



1.14 Miles

0 0.57

Projection

WGS_1984_Web_Mercator_Auxiliary_Sphere

Disclaimer of Warranties and Accuracy of Data: Although the data developed by Will County for its maps, websites, and Geographic Information System has been produced and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information. The County and elected officials provide this information on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses or hackers and non-infringement of proprietary rights are disclaimed. Changes may be periodically made to the information herein; these changes may or may not be incorporated in any new version of the publication. If you have obtained information from any of the County web pages from a source other than the County pages, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of date. It is recommended that careful attention be paid to the contents of any data, and that the originator of the data or information be contacted with any questions regarding appropriate use. Please direct any questions or issues via email to gis@willcountyllinois.com.









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AUG 23 2024

City of Lockport
Comm. & Econ. Dev. Dept



RECEIVED

AUG 23 2024

City of Lockport
Comm. & Econ. Dev. Dept



PROPOSAL

Midwest Dock Solutions Inc.

27 E. 36th Place
Steger, IL 60475

Phone: 708/367-0801 Fax: 708/367-0802

Adapt a Pak

Lockport, IL

PR Number
Date
Our Order Number
Your Order Number
Terms
Sales Rep

6355
4/1/2024

RECEIVED

AUG 23 2024

City of Lockport
& Econ. Dev. Dept

Quantity	Description	Unit Price	Amount
2	Remove Existing Dock Leveler Cut Out Front, Both Sides & Rear Curb Angle Reform Pits & Install New Angles & Pour Concrete Install New Dock Leveler 7' x 8' 35,000 Lb Capacity 16" Lip 24" Pit Includes New Bumpers	\$ 12,500.00	\$25,000.00
2	New Dock Seals Door: 8'4" x 8'6" 10" Top, Bottom Projection 40 Oz. Vinyl Prices Include Removal & Haul Away Of Old Prices Include Material, Labor, Shipping, Taxes	\$ 1,300.00	\$2,600.00
		Subtotal	
		Tax	\$0.00
		Freight	\$0.00
			\$27,600.00
		AMOUNT	

QUOTE IS GOOD FOR 30 DAYS

Signature Of Approval

Date

WE APPRECIATE YOUR BUSINESS!

RECEIVED

AUG 23 2024

PROPOSAL

City of Lockport
Comm. & Econ. Dev. Dept
Midwest Dock Solutions Inc.
27 E. 36th Place
Steger, IL 60475
Phone: 708/367-0801 Fax: 708/367-0802

Adapt A Pak
Lockport, IL

PR Number
Date
Our Order Number
Your Order Number
Terms
Sales Rep

6765
4/7/2024

Tony Zarlengo

Addn'l Information:

Quantity	Description	Unit Price	Amount
2	Clopay Model 3200 Polystyrene Sectional Door Size: 9' x 9' Color: White Vertical Lift Track (1) Vision Lite Includes Jambseal Includes Removal Of Old Price Includes Labor, Material, Shipping, Taxes	\$ 4,000.00	\$8,000.00
		Subtotal	
		Tax	Included
		Freight	
			\$8,000.00
		AMOUNT	

QUOTE IS GOOD FOR 30 DAYS

Signature Of Approval

Date

WE APPRECIATE YOUR BUSINESS!

1555 Landmeier Rd
(847)258-5620
www.industrialdoor.com

**ESTIMATE &
CONTRACT**

Elk Grove Village, IL 60007
(847)574-8303 Fax
idc@industrialdoor.com



Job Site: Adapt-A-Pak - Lockport
201 W 6th St
Lockport, IL 60441

RECEIVED

Bill To:

AUG 23 2024

Attn:

**City of Lockport
Comm. & Econ. Dev. Dept**

Page 1 of 5

Project: West Elevation - Dock Levelers, Dock Seals, OH Doors

This Estimate & Contract is valid for up to 30 Days.

Due to the instability in the metals markets, prices are subject to change without notice and may affect the price of this project.

Industrial Door Company proposes to furnish the following and Install for the sum of \$22,600.00

WEST ELEVATION – DOCK LEVELERS

PROBLEM: Qty. (2) Existing 7' x 8' dock levelers are at the end of their life cycle; South leveler on West elevation is not operational, out of service. North lever showing signs of corrosion, lip does not stay in the up position.

SOLUTIONS - Industrial Door Company to remove and legally dispose of qty. (2) existing 7'x8' mechanical dock levelers. Industrial Door Company to furnish and install qty. (2) new 7'x8' mechanical dock levelers, retrofitting existing pits to fit new levelers.

SCOPE –

- *Block off opening with cones and create safe working area.
- *Opening to be out of service while work is underway.
- *Remove and Legally dispose of existing dock leveler.
- *Add/replace curb angle as required, 6" x 96" x 1/2"
- *Furnish and Install:
 - Qty. (2) Nova Locks NMS 7008 Mechanical Dock Leveler
 - 7' x 8' Steel Deck
 - 35,000 lb. Capacity
 - *Existing Pit Dimensions = 85" x 89-1/2" x 24"
 - Includes working range toe guards
 - Includes Two (2) laminated 4" Bumpers
 - 16" Lip
 - Includes Brush Seals

-Terms and General Conditions, Responsibilities, Important Information, Important Additional Information, Erection Conditions, Guaranties and Warranties are found on the Industrial Door Company Website, www.industrialdoor.com/contracts/, and are part of this Estimate and Contract as if printed on this page.

- Primary Quote is shown on this page. Any alternative quotes may be shown here or on the following page(s).

- Above Estimate does not include temporary repairs unless stated in the face of this Estimate & Contract.

Taxes: Included

Terms: COD

Delivery Shall Be: By Agreement

After Approval of Drawings and Field Dimensions

Guarantee: Standard

Chicago License: GC04290D

Work Not Included:

All estimates are subject to IDC Terms and General Conditions and when accepted by the customer, subject to the final approval of an officer of this company.

Accepted by: _____

Accepted for IDC by: _____

Date: _____

Title: _____

We take care of your doors so you can take care of business!

1555 Landmeier Rd
(847)258-5620
www.industrialdoor.com

ESTIMATE & CONTRACT

Elk Grove Village, IL 60007
(847)574-8303 Fax
idc@industrialdoor.com



Job Site: Adapt-A-Pak - Lockport
201 W 6th St
Lockport, IL 60441

Date: 4/3/2024
Salesman: Mario Castaneda
Estimate #: 74655

Bill To:

This Estimate & Contract is valid for up to 30 Days.
Due to the instability in the metals markets, prices
are subject to change without notice and may affect
the price of this project.

Attn:

Page 2 of 5

Project: West Elevation - Dock Levelers, Dock Seals, OH Doors

- Adjust and test for normal operation, return dock to service
- Manufacturers' Standard Warranties

Work to be completed by authorized, trained technician(s).
Work to be completed during the normal hours of the trade.

Material, Tax, Delivery, and Labor @ \$22,600.00

Lead Time – 7-8 Weeks

WEST ELEVATION - DOCK SEALS \$8,980.00

PROBLEM: Qty. (2) Existing dock seals for nominal 8'0" x 8'0" openings are at the end of their life cycle; Seals on both north and south openings have torn fabric, framing damaged, and are not fully functional seals.
Existing seals are mounted to steel framework which requires additional reinforcement and welding.

SOLUTIONS - Industrial Door Company to remove and legally dispose of qty. (2) existing dock seals for nominal 8'0" x 8'0" openings. Industrial Door Company to reinforce existing steel framework on façade, welding joints and adding structural steel angle, lumber as required to ensure good base for seal to mount to. Industrial Door Company to furnish and install qty. (2) Foam Pad Hood dock seals for nominal 8'0" x 8'0" openings.

NOTE: Final dimensions and configuration pending field verification of conditions.

All terms, conditions, responsibilities, agreements, limitations, references, Terms and Conditions, signatures, etc. on page 1 of this Estimate and Contract are in full effect and force on this page of the Estimate and Contract as if they appeared on these pages.

We take care of your doors so you can take care of business!

1555 Landmeier Rd
(847)258-5620
www.industrialdoor.com

ESTIMATE & CONTRACT

Elk Grove Village, IL 60007
(847)574-8303 Fax
idc@industrialdoor.com



Job Site: Adapt-A-Pak - Lockport
201 W 6th St
Lockport, IL 60441

Date: 4/3/2024
Salesman: Mario Castaneda
Estimate #: 74655

Bill To:

This Estimate & Contract is valid for up to 30 Days.
Due to the instability in the metals markets, prices
are subject to change without notice and may affect
the price of this project.

Attn:

Page 3 of 5

Project: West Elevation - Dock Levelers, Dock Seals, OH Doors

SCOPE –

- *Block off opening with cones and create safe working area.
- *Opening to be out of service while work is underway.
- *Remove and Legally dispose of existing dock seals.
- *Reinforce existing frame work with 2"x2"x1/8" Steel Angle as required
- *Weld existing joints as required to ensure stable, secure installation of new seals
- *Add wood bucks as required to ensure stable, secure installation of new seals
- *Furnish and Install:
 - Qty. (2) Nova Technologies FPH Series Dock Seal for opening dimensions 8'0" x 8'0"
(dimensions/conditions to be field verified before release)
 - Mounting to Existing Steel Angle Framing
 - Standard 24" drop on hood
 - Flat Approach
 - Adjust and test for normal operation, return dock to service
 - Manufacturers' Standard Warranties

Pricing includes lifts/hoists required to complete scope.
Work to be completed by authorized, trained technician(s).
Work to be completed during the normal hours of the trade.

Material, Tax, Delivery, and Labor @ \$8,980.00

Lead Time – 7-8 Weeks

WEST ELEVATION – DOCK OVERHEAD DOORS \$5,460.00

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Job Site: Adapt-A-Pak - Lockport
201 W 6th St
Lockport, IL 60441

Date: 4/3/2024
Salesman: Mario Castaneda
Estimate #: 74655

Bill To:

This Estimate & Contract is valid for up to 30 Days.
Due to the instability in the metals markets, prices
are subject to change without notice and may affect
the price of this project.

Attn:

Page 4 of 5

Project: West Elevation - Dock Levelers, Dock Seals, OH Doors

PROBLEM: Qty. (2) Existing 8' x 8' Overhead Sectional Doors are at the end of their life cycle;
Customer looking to replace existing with new insulated sectional OH doors.

SOLUTIONS - Industrial Door Company to remove and legally dispose of qty. (2) existing 8'x8'
sectional overhead doors. Industrial Door Company to furnish and install qty. (2) new 8'x8'
Insulated Steel sectional overhead doors including track and hardware for manual operation.

SCOPE -

- *Block off opening with cones and create safe working area.
- *Opening to be out of service while work is underway.
- *Remove and Legally dispose of existing 8'x8' overhead door including track, spring, shaft and hardware.
- *Furnish and Install:
 - Qty. (2) Clopay Model 3717 Energy series steel sectional overhead door for opening dimensions of 8'0" x 8'0"
 - Continuous angle mount to masonry; block jambs
 - 2" galvanized steel track, standard lift, 15" Radius
 - 1-3/4" Thick Sections, 27 GA Galvanized exterior and interior steel
 - Stucco Embossed, minor ribbed exterior surface
 - Manufactures standard WHITE Baked on enamel finish
 - Intellifcore Continuous foam polyurethane insulation, R-Value of 16.2
 - 10,000 Cycle torsion springs
 - Manual Push up/pull down operation
 - Rolled steel lift handle
 - Crew to Adjust and test for normal operation, return dock to service
 - Manufacturers' Standard Warranties

Work to be completed by authorized, trained technician(s).

All terms, conditions, responsibilities, agreements, limitations, references, Terms and Conditions, signatures, etc. on page 1 of this Estimate and Contract are in full effect and force on this page of the Estimate and Contract as if they appeared on these pages.

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Attn:

Project: West Elevation - Dock Levelers, Dock Seals, OH Doors

Date: 4/3/2024
Salesman: Mario Castaneda
Estimate #: 74655

This Estimate & Contract is valid for up to 30 Days.
Due to the instability in the metals markets, prices
are subject to change without notice and may affect
the price of this project.

Page 5 of 5

Work to be completed during the normal hours of the trade.

Material, Tax, Delivery, and Labor @ \$5,460.00

Lead Time – 3-4 Weeks

All terms, conditions, responsibilities, agreements, limitations, references, Terms and Conditions, signatures, etc. on page 1 of this Estimate and Contract are in full effect and force on this page of the Estimate and Contract as if they appeared on these pages.

We take care of your doors so you can take care of business!



1128 Pagni Drive • Elk Grove, Illinois 60007-6685 • Phone 847-640-0011 • Fax 847-640-1123 • www.wecarlson.com

QUOTATION

RECEIVED

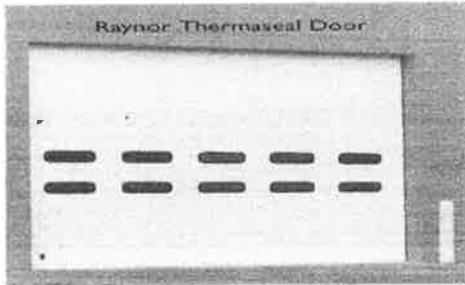
George Karpiesiuk
Adapt-A-Pak
201 West 6th St.
Lockport, IL 60441
815-834-9200

Monday, June 17, 2024

AUG 23 2024
City of Lockport
Comm. & Econ. Dev. Dept

Reference Job:
Raynor Overhead Doors

Product Description
Raynor Overhead Dock Doors
Model: TM200
Door Size: 8' x 8'
Type: High Lift



Features To Include:

- Filled with energy-saving polyurethane foam insulation to deliver exceptional R-values
- Provides superior foam density for excellent structural integrity
- Dual vinyl barrier dramatically reduce air infiltration and prevents heat loss
- Rust-resistant galvanized steel is finished with a two-coat, baked-on paint process for long life

**Freight and Handling
Installation**

**Included
Included**

Total **\$7,378.00**

Quote Prepared For:

George Karpiesiuk
Adapt-A-Pak
201 West 6th St.
Lockport, IL 60441
815-834-9200
gkadaptapak@sbcglobal.net

Please Direct Purchase Order To:

Stephen J Schwellenbach
W.E. Carlson Corporation
1128 Pagni Drive
Elk Grove Village, IL 60007
847-640-0011
224-265-6717 (direct phone)
708-209-8312 (cellular phone)
224-265-6746 (fax)
sschwellenbach@wecarlson.com

Raynor Overhead Doors

- When emailing purchase orders, please email to: Orders@wecarlson.com
- If Tax Exempt: Must have valid tax exemption certificate.

Standard Remarks:

This proposal includes our standard insurance coverage. Additional insurance requirements, such as O&CP Policies, Waiver of Subrogation, permits, bonds, etc. are available at additional cost.

HRA / Safety Protocols:

This proposal does not provide for additional project specific, COVID-19 specific, or other health emergency requirements including but not limited to additional PPE, health assessment, decontamination, or designated additional manpower. Any additional requirements must be identified in writing prior and presented to the W.E. Carlson Corporation Sales Representative for review. Any additional costs for additional equipment, labor, or logistics will be presented thereafter.

Payment Terms:

Equipment Purchases: Upon acceptance of order, 50% of contract price will be invoiced for down payment to purchaser. Placement of order with manufacturer made upon receipt of 50% down payment from customer. Remaining 50% of contract will be invoiced at time of equipment shipment with net 10 days terms.

Service and Parts: Payment upon completion of work or shipment of parts.

Planned Maintenance Purchases: Payment to be paid in advance of work performed.

Acceptable means of payment via credit cards or pre-approved line of credit account. Quoted parts/service purchases over \$5,000.00 require a 50% down payment prior to beginning work.

USE OF CREDIT CARD WILL INCLUDE A 3.5% TRANSACTION FEE.

All prices quoted do not include Federal, State or Local taxes unless stated otherwise in the proposal.

F.O.B.: Job Site

Shipping Date: 2-3 weeks after release of order.

Unless otherwise specified in writing:

1. Prices are firm for 30 days on all quantities shown.
2. PURCHASER IS RESPONSIBLE FOR UNLOADING, FIRE WATCH.
3. Installation pricing is based on work being performed during normal working hours, Monday - Friday, 6:30 - 5:00.
4. ALL TERMS AND CONDITIONS ATTACHED, INCLUDING LIMITATIONS ON LIABILITY AND DISCLAIMERS OF WARRANTY APPLY.
5. In the event that litigation is needed to enforce the terms of this agreement, the W.E. Carlson Corporation will seek interest, costs and reasonable attorneys' fees.

Both parties have read, understand and agree to the prices, terms and conditions herein and attached. Acceptance is limited to said terms and conditions and seller objects to any additional or different terms or conditions which may be contained in any communication to seller from buyer without written consent by seller.

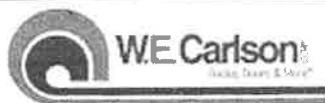
Accepted By: _____

Date: _____

Since 1973

NOTE: This quotation subject to all terms & conditions listed below and / or on reverse side.

1128 Pagni Drive • Elk Grove, Illinois 60007-6685 • Phone 847-640-0011 • Fax 847-640-1123 • www.wecarlson.com



**Mechanical & Electrical Order Review
Buyer's and Seller's
Responsibilities**

Responsibility	Buyer	WE Carlson	N/A
Field verification of job site conditions. If W.E. Carlson's responsibility, the manufacturing process will not begin until site conditions are verified.		XX	
Other prep work or remaining obstructions (please specify).			XX
Removal of existing equipment or other obstructions prior to installation (please specify).		XX	
Unloading and storage of equipment at the job site.	XX		
Forklift Equipment required. Electric or Gas?			XX
Scissor/Boom Lift required.		XX	
Fire Watch required.			XX
Hot Work Permit and/or Welding Screen required.		XX	
Mechanical installations in accordance with shop drawings and/or manufacturer's instructions.	*	XX	
Job site safety training. If yes, how long?		XX	
Placement of debris and packaging materials in job-site dumpster (Dumpster provided by Customer).		XX	
Disposal of removed equipment.	XX		
Building and/or Electrical Permit required.			XX
Line wiring; a properly fused disconnect with voltage required must be installed within 5 feet of equipment location prior to mechanical installation.			XX
Control wiring; Control wiring from fused disconnect to control panel, wiring from control panel to motor, wiring of all limit switches, inter-connections and/or photo eyes.			XX
Specify voltage and phase.			XX
Activation wiring. Mounting and wiring of activation devices. Please specify:			XX
Thin wall conduit is used. If rigid conduit is required, indicate here.			XX
Confined space permit required.			XX
What type of access will be provided to work area? Example: one position at a time, two or three positions at a time, unlimited access.		TBD	
Other Considerations (ex: Dust Shelter, Lift Operator Safety Harness or Forklift Fasten Seat Belt):			XX

Accepted By: _____ Title: _____

P.O. Number: _____ Date: _____

Terms and Conditions

General: These terms and conditions are a part of Seller's proposal and represent the sole contract under which Seller will perform unless specific exceptions are noted in this Quotation/Proposal. This Quotation contains terms and conditions which are not negotiable. Those terms are outlined in the Non-Negotiable Terms and Conditions. Any purchase order, contract or sub-contract, which does not comply with the terms and conditions of this Quotation, will be construed as a counter-offer with exception to those purchase orders, contracts or sub-contracts which contain terms and conditions that conflict with Seller's Non-Negotiable Terms and Conditions. In such cases, those purchase orders, contracts or sub-contracts will simply be construed as an acknowledged acceptance of the aforesaid Quotation including its terms and conditions.

Non-Negotiable Terms and Conditions

1. Terms of payment shall not be subjected to time extensions or discounting without written **approval and consent** of the Seller.
2. Seller will not indemnify, hold harmless or defend Purchaser for acts or omissions that are **caused solely** or in part by the Purchaser or its agents.
3. Seller will not waive its protections under the Illinois Worker's Compensation Act.
4. In the event of a dispute, Seller states that the laws of Illinois shall dictate and it will not agree to any binding arbitration.

Shipment

1. Proposed shipping schedule is valid at date of proposal and 10 days thereafter. Orders placed beyond this period will require shipping schedule verification with manufacturer.
2. When drawing approval is required the shipping schedule is from the date final approval arrives at the Manufacturer's plant.
3. When desired delivery dates are unknown at the time of order placement, the equipment will be placed on "Will Advise" status and no fabrication will be started until the manufacturer is advised of a firm delivery date, in writing. It shall be the Purchaser's responsibility to stay informed of delivery schedule changes and to notify the Seller in sufficient time to meet the desired delivery requirement.
4. Should manufacturer be required to hold scheduled shipment more than ten (10) days or to interrupt the production of equipment already in progress, a charge will be made for the costs of handling or storage, plus a carrying charge of 2% per month or fraction thereof applied on the value of the equipment while said equipment is in storage.
5. 25% of the original equipment sell price will be charged on any orders cancelled once equipment has been released for manufacturing.
6. Equipment not released for shipment by Purchaser within 12 months of purchase order or contract date will be invoiced at prices current at date of shipment.
7. If Purchaser does not take delivery within 150 days, W.E. Carlson Corporation shall have the right to increase prices due to cost increases. In any event, W.E. Carlson Corporation must give Purchaser reasonable notice of proposed price increase.
8. Unloading is the responsibility of the Purchaser.

Freight

1. Equipment is F.O.B. Manufacturer's plant and freight costs are not included unless specifically stated otherwise in this proposal.
2. Estimated shipping weights are approximates which are noted for Purchaser's convenience. Seller will not be held liable for the exactness of those weights.
3. Special freight instructions must be clearly stated on Quotation or Purchase Order.

Terms: Net 10 days. Terms are as stated unless written approval and consent is given by Seller. A 1-1/2% charge will be added for each month or fraction thereof that any invoice remains unpaid after 30 days from invoice date. Prices quoted do not include Federal, State or Local taxes unless otherwise stated in the proposal. **Credit card transactions will be subject to a 3.5% percent surcharge on the total invoice price.**

Installation: Prices quoted do not include installation unless specifically stated otherwise. Where installation is quoted, the price does not include any electrical work, concrete work, building modifications, excavation work, unloading of equipment at job site, underground piping, angle framing for pit, embedded items nor any other items not specifically stated in this proposal. Installation price is based on uninterrupted continuity of work. Should installation be interrupted or delayed for causes beyond the control of Seller or its agents, a charge based on time and material will be added to the quoted price to cover the delays.

Other:

1. The proposal is valid for 30 days.
2. All orders and contracts are subject to credit approval.
3. Seller will accept no purchase orders, contracts or subcontracts which include any type of discount or penalty clauses unless specifically agreed to and reduced to writing within this proposal.
4. This proposal includes our standard insurance coverage. Additional insurance requirements, permits, bonds, etc. are available at an additional cost.
5. This proposal offers Manufacturer's design and technical concepts. No other suggested designs or drawings or specifications will be binding on the Manufacturer or Seller unless specifically accepted in this proposal.
6. Equipment covered by this proposal is in general agreement with national safety codes and practices. Seller and Manufacturer will not be held liable for individual state and local codes or any other such codes or others not specifically mentioned in this proposal.
7. Performance of all agreements on Seller's and Manufacturer's part is contingent on strikes, accidents, delay due to inability to procure material or labor, delay, damage or loss in transit, destruction or damage by fire or by act of God; and by any other causes beyond Seller's or Manufacturer's control. Performance is also subject to government priorities and national emergencies. If any of these conditions apply, W.E. Carlson Corp. will not be held liable.
8. In the event that litigation is needed to enforce the terms of this agreement, the W.E. Carlson Corporation will seek interest, costs and reasonable attorneys' fees.

Contracts (General Contractors): When Seller is required to accept contractual responsibility, all contracts and subcontracts for purchase of equipment and/or delivery and installation of said equipment must:

1. State the terms and conditions of contractual obligations between the general contractor and owner if Seller is obligated to perform under these conditions (if no such breakdown is included in the contract or subcontract, Seller will not be liable for those conditions.)
2. Cite this proposal as the supporting document covering Seller's offer (This proposal is the sole document under which Seller intends to perform and Seller will not be liable to conform to any specifications and/or drawings not specifically mentioned in this proposal.)
3. Include the "A" or "B" payment schedule when Seller assumes the responsibility for installation:
 - a. When proposal is for lump sum price, the payment schedule shall be as follows: i) 90% of contract price on shipment of equipment; ii) 10% of contract price on completion of Seller's portion of installation; and iii) 10% retainer may be withheld from the above payments and shall be payable upon acceptance of the equipment or 60 days after completion of Seller's part of installation whichever comes first.
 - b. When the proposal shows that installation as a separate item, the payment schedule shall be as follows: i) 100% of the equipment price, tax, and freight on shipment of equipment; ii) 100% of the installation price on completion of Seller's portion of the installation; and iii) 10% retainer may be withheld from the above payments. The 10% retainer on the equipment shall be payable upon acceptance of the equipment or 60 days after shipment. The 10% retainer on the installation shall be payable upon acceptance of the installation or 60 days after completion of Seller's portion of the installation – whichever comes first.



Stephen Schwellenbach
New Equipment Representative

✉ sschwellenbach@wecarlson.com
☎ 708-209-8312
🌐 www.wecarlson.com

Quote Description:
Survivor Shelters

QUOTE: QT-435202

06/04/2024

PREPARED FOR:

Adapt A Pak
201 West 6th Street
Lockport, Illinois 60441, United States
8158349200
George Karpiesiuk

SEND PURCHASE ORDER TO:

W.E. Carlson Corporation
1128 Pagni Drive
Elk Grove Village, Illinois 60007, United States
224-265-6717
Stephen Schwellenbach
sschwellenbach@wecarlson.com
708-209-8312 (mobile)

LINE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	Survivor Dock Shelter by Rite-Hite	2	\$4,390.48	\$8,780.95

<i>Freight and Handling</i>	ADD
<i>Installation</i>	Included
TOTAL	\$ 8,780.95

RECEIVED

AUG 23 2024

*City of Lockport
Comm. & Econ. Dev. Dept*

Quote is valid for 30 days. Thank you for your business!



Stephen Schwellenbach
New Equipment Representative



sschwellenbach@wecarlson.com



708-209-8312



www.wecarlson.com
1128 Pagni Drive
Elk Grove Village, Illinois 60007
United States

PRODUCT DESCRIPTION

1 | Survivor Dock Shelter by Rite-Hite

PRODUCT SPECIFICATIONS

Unit Height: 10 Feet

Unit Height (IN): 6 Inches

Curtain Fabric: 40oz Vinyl Black

Head Frame Design: V-Flow Style Top

Curtain Style: Standard Pitch Canopy



Stephen Schwellenbach
New Equipment Representative



sschwellenbach@wecarlson.com



708-209-8312



www.wecarlson.com
1128 Pagni Drive
Elk Grove Village, Illinois 60007
United States

TERMS AND CONDITIONS

Standard Terms:

Mechanical & Electrical Order Review Buyer's and Seller's Responsibilities

Responsibility	Buyer	WE Carlson	N/A
Field verification of job site conditions. If W.E. Carlson's responsibility, the manufacturing process will not begin until site conditions are verified.		XX	
Other prep work or remaining obstructions (please specify).			XX
Removal of existing equipment or other obstructions prior to installation (please specify).		XX	
Unloading and storage of equipment at the job site.	XX		
Forklift Equipment required. Electric or Gas?			XX
Scissor/Boom Lift required.		XX	
Fire Watch required.	▼		XX
Hot Work Permit and/or Welding Screen required.			XX
Mechanical installations in accordance with shop drawings and/or manufacturer's instructions.		XX	
Job site safety training. If yes, how long?		XX	
Placement of debris and packaging materials in job-site dumpster (Dumpster provided by Customer).		XX	
Disposal of removed equipment.	XX		
Building and/or Electrical Permit required.			XX
Line wiring; a properly fused disconnect with voltage required must be installed within 5 feet of equipment location prior to mechanical installation.			XX
Control wiring; Control wiring from fused disconnect to control panel, wiring from control panel to motor, wiring of all limit switches, inter-connections and/or photo eyes.			XX
Specify voltage and phase.			XX
Activation wiring. Mounting and wiring of activation devices. Please specify:			XX
Thin wall conduit is used. If rigid conduit is required, indicate here.			XX
Confined space permit required.	▼		XX
What type of access will be provided to work area? Example: one position at a time, two or three positions at a time, unlimited access.		TBD	
Other Considerations (ex: Dust Shelter, Lift Operator Safety Harness or Forklift Fasten Seat Belt):		Work to be completed during normal working hours (Monday - Friday)	



Stephen Schwellenbach
New Equipment Representative



sschwellenbach@wecarlson.com
708-209-8312



www.wecarlson.com
1128 Pagni Drive
Elk Grove Village, Illinois 60007
United States

- When emailing purchase orders, please email to: Orders@wecarlson.com
- If Tax Exempt: Must have valid tax exemption certificate.

Standard Remarks:

This proposal includes our standard insurance coverage. Additional insurance requirements, such as O&CP Policies, Waiver of Subrogation, permits, bonds, etc. are available at additional cost.

HRA / Safety Protocols:

This proposal does not provide for additional project specific, COVID-19 specific, or other health emergency requirements including but not limited to additional PPE, health assessment, decontamination, or designated additional manpower. Any additional requirements must be identified in writing prior and presented to the W.E. Carlson Corporation Sales Representative for review. Any additional costs for additional equipment, labor, or logistics will be presented thereafter.

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Planned Maintenance Purchases: Payment to be paid in advance of work performed.

Acceptable means of payment via credit cards or pre-approved line of credit account. Quoted parts/service purchases over \$5,000.00 require a 50% down payment prior to beginning work.

USE OF CREDIT CARD WILL INCLUDE A 3.5% TRANSACTION FEE.

All prices quoted do not include Federal, State or Local taxes unless stated otherwise in the proposal.

F.O.B.: Factory

Shipping Date: 7 weeks after release of order.

Unless otherwise specified in writing:

1. Prices are firm for 30 days on all quantities shown.
2. PURCHASER IS RESPONSIBLE FOR UNLOADING, FIRE WATCH.
3. Installation pricing is based on work being performed during normal working hours, Monday - Friday, 6:30 - 5:00.
4. ALL TERMS AND CONDITIONS ATTACHED, INCLUDING LIMITATIONS ON LIABILITY AND DISCLAIMERS OF WARRANTY APPLY.
5. In the event that litigation is needed to enforce the terms of this agreement, the W.E. Carlson Corporation will seek interest, costs and reasonable attorneys' fees.

Both parties have read, understand and agree to the prices, terms and conditions herein and attached. Acceptance is limited to said terms and conditions and seller objects to any additional or different terms or conditions which may be contained in any communication to seller from buyer without written consent by seller.

Terms and Conditions

General: These terms and conditions are a part of Seller's proposal and represent the sole contract under which Seller will perform unless specific exceptions are noted in this Quotation/Proposal. This Quotation contains terms and conditions which are not negotiable. Those terms are outlined in the Non-Negotiable Terms and Conditions. Any purchase order, contract or sub-contract, which does not comply with the terms and conditions of this Quotation, will be construed as a counter-offer with exception to those purchase orders, contracts or sub-contracts which contain terms and conditions that conflict with Seller's Non-Negotiable Terms and Conditions. In such cases, those purchase orders, contracts or sub-contracts will simply be construed as an acknowledged acceptance of the aforesaid Quotation including its terms and conditions.

Non-Negotiable Terms and Conditions

1. Terms of payment shall not be subjected to time extensions or discounting without written approval and consent of the Seller.
2. Seller will not indemnify, hold harmless or defend Purchaser for acts or omissions that are caused solely or in part by the Purchaser or its agents.
3. Seller will not waive its protections under the Illinois Worker's Compensation Act.
4. In the event of a dispute, Seller states that the laws of Illinois shall dictate and it will not agree to any binding arbitration.

Shipment

1. Proposed shipping schedule is valid at date of proposal and 10 days thereafter. Orders placed beyond this period will require shipping schedule verification with manufacturer.
2. When drawing approval is required the shipping schedule is from the date final approval arrives at the Manufacturer's plant.
3. When desired delivery dates are unknown at the time of order placement, the equipment will be placed on 'Will Advise' status and no fabrication will be started until the manufacturer is advised of a firm delivery date, in writing. It shall be the Purchaser's responsibility to stay informed of delivery schedule changes and to notify the Seller in sufficient time to meet the desired delivery requirement.
4. Should manufacturer be required to hold scheduled shipment more than ten (10) days or to interrupt the production of equipment already in progress, a charge will be made for the costs of handling or storage, plus a carrying charge of 2% per month or fraction thereof applied on the value of the equipment while said equipment is in storage.
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8. Unloading is the responsibility of the Purchaser.

Freight

1. Equipment is F.O.B. Manufacturer's plant and freight costs are not included unless specifically stated otherwise in this proposal.
2. Estimated shipping weights are approximates which are noted for Purchaser's convenience. Seller will not be held liable for the exactness of those weights.
3. Special freight instructions must be clearly stated on Quotation or Purchase Order.

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Other:

1. The proposal is valid for 30 days.
2. All orders and contracts are subject to credit approval.
3. Seller will accept no purchase orders, contracts or subcontracts which include any type of discount or penalty clauses unless specifically agreed to and reduced to writing within this proposal.
4. This proposal includes our standard insurance coverage. Additional insurance requirements, permits, bonds, etc. are available at an additional cost.
5. This proposal offers Manufacturer's design and technical concepts. No other suggested designs or drawings or specifications will be binding on the Manufacturer or Seller unless specifically accepted in this proposal.
6. Equipment covered by this proposal is in general agreement with national safety codes and practices. Seller and Manufacturer will not be held liable for individual state and local codes or any other such codes or others not specifically mentioned in this proposal.
7. Performance of all agreements on Seller's and Manufacturer's part is contingent on strikes, accidents, delay due to inability to procure material or labor, delay, damage or loss in transit, destruction or damage by fire or by act of God; and by any other causes beyond Seller's or Manufacturer's control. Performance is also subject to government priorities and national emergencies. If any of these conditions apply, W.E. Carlson Corp. will not be held liable.
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1. State the terms and conditions of contractual obligations between the general contractor and owner if Seller is obligated to perform under these conditions (if no such breakdown is included in the contract or subcontract, Seller will not be liable for those conditions.)
2. Cite this proposal as the supporting document covering Seller's offer (This proposal is the sole document under which Seller intends to perform and Seller will not be liable to conform to any specifications and/or drawings not specifically mentioned in this proposal.)
3. Include the 'A' or 'B' payment schedule when Seller assumes the responsibility for installation:
 - a. When proposal is for lump sum price, the payment schedule shall be as follows: i) 90% of contract price on shipment of equipment; ii) 10% of contract price on completion of Seller's portion of installation; and iii) 10% retainer may be withheld from the above payments and shall be payable upon acceptance of the equipment or 60 days after completion of Seller's part of installation whichever comes first.
 - b. When the proposal shows that installation as a separate item, the payment schedule shall be as follows: i) 100% of the equipment price, tax, and freight on shipment of equipment; ii) 100% of the installation price on completion of Seller's portion of the installation; and iii) 10% retainer may be withheld from the above payments. The 10% retainer on the equipment shall be payable upon acceptance of the equipment or 60 days after shipment. The 10% retainer on the installation shall be payable upon acceptance of the installation or 60 days after completion of Seller's portion of the installation – whichever comes first.



Stephen Schwellenbach
New Equipment Representative



sschwellenbach@wecarlson.com



708-209-8312



www.wecarlson.com
1128 Pagni Drive
Elk Grove Village, Illinois 60007
United States

Proposal Acceptance

I have read and agree to the terms and conditions

Name: _____ Title: _____

Date Signed: _____ PO#: _____

Signature: _____



Stephen Schwellenbach
New Equipment Representative

✉ sschwellenbach@wecarlson.com
☎ 708-209-8312
🌐 www.wecarlson.com

Quote Description:
RHM4087-C

QUOTE: QT-435240

06/04/2024

PREPARED FOR:

Adapt A Pak
201 West 6th Street
Lockport, Illinois 60441, United States
8158349200
George Karpiesiuk

SEND PURCHASE ORDER TO:

W.E. Carlson Corporation
1128 Pagni Drive
Elk Grove Village, Illinois 60007, United States
224-265-6717
Stephen Schwellenbach
sschwellenbach@wecarlson.com
708-209-8312 (mobile)

LINE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	Genisys ML987-30K Dock Leveler by Rite-Hite	2	\$7,761.18	\$15,522.36
2	RHM4087-C Dock Leveler by Rite-Hite	2	\$9,304.59	\$18,609.18
3	Concrete Pit Construction	2	\$7,335.00	\$14,670.00

Freight and Handling
Installation
TOTAL

ADD
Included
AS SELECTED

RECEIVED

AUG 23 2024

City of Lockport
Comm. & Econ. Dev. Dept

Quote is valid for 30 days. Thank you for your business!



PRODUCT DESCRIPTION

1 Genisys ML987-30K Dock Leveler by Rite-Hite

PRODUCT SPECIFICATIONS

PIT LENGTH: 87
PIT WIDTH: 85
REAR PIT DEPTH: 24
LEVELER CAPACITY: 30,000 LB CAPACITY
LIP LENGTH: 16LP
BUMPER: BUMPER RHV420-11P1 (30990)
WEATHERSEAL: NB-1 (Factory Installed)

PRODUCT DESCRIPTION

2 RHM4087-F Dock Leveler by Rite-Hite

PRODUCT SPECIFICATIONS

LEVELER LENGTH: 8'L (87" ACTUAL)
LEVELER WIDTH: 7
PIT LENGTH: 87
PIT WIDTH: 85
REAR PIT DEPTH: 24
LEVELER CAPACITY: C Capacity
LIP LENGTH: 16LP
BUMPER: BUMPER RHV420-11P1 (30990)
WEATHERSEAL: NB-1 (Factory Installed)
DLG WARRANTY: y
MAX GROSS LOAD (THOUSAND LBS): 10,230 lbs.
TRUCKS PER DAY: 0-8
YEARS: 10

PRODUCT DESCRIPTION

3 Concrete Pit Construction

Sequence of Events:

- Lay out pit
- Remove curb steel and bumpers
- Saw cut dock floor and dock wall
- Break out floor and dock wall
- Excavate pit area
- Set curb angle steel in pit
- Pour and finish concrete
- Remove forms and dress dock wall around pit



Stephen Schwellenbach
New Equipment Representative



sschwellenbach@wecarlson.com



708-209-8312



www.wecarlson.com
1128 Pagni Drive
Elk Grove Village, Illinois 60007
United States

- Supply all necessary material
- Remove all debris
- Concrete to reach a 28 day strength of 4,000 PSI

Existing concrete around pit area based on dock floor to be 6" to 8" thick, reinforced with steel wire mesh. Truck dock wall to be 10" to 12" thick reinforced with #5 or smaller reinforcement bars not to be closer than one foot on center.

Any rerouting or removal of underground pipes, electrical and/or plumbing or any other unforeseen obstruction, including cutting into existing footings or grade beams, that must be removed in order to complete the installation is not included in our price and must be added as an extra to the contract price. Should the concrete thickness exceed that quoted above, the additional cost to remove will be added as an extra to the contract price.

Building permits, if needed, to be applied for by customer.



Stephen Schwellenbach
New Equipment Representative

✉ sschwellenbach@wecarlson.com
☎ 708-209-8312

🌐 www.wecarlson.com
1128 Pagni Drive
Elk Grove Village, Illinois 60007
United States

TERMS AND CONDITIONS

Standard Terms:

Mechanical & Electrical Order Review Buyer's and Seller's Responsibilities

Responsibility	Buyer	WE Carlson	N/A
Field verification of job site conditions. If W.E. Carlson's responsibility, the manufacturing process will not begin until site conditions are verified.		XX	
Other prep work or remaining obstructions (please specify).			XX
Removal of existing equipment or other obstructions prior to installation (please specify).		XX	
Unloading and storage of equipment at the job site.		XX	
Forklift Equipment required, Electric or Gas?			XX
Scissor/Boom Lift required.		XX	
Fire Watch required.			XX
Hot Work Permit and/or Welding Screen required.		XX	
Mechanical installations in accordance with shop drawings and/or manufacturer's instructions.		XX	
Job site safety training. If yes, how long?	?	XX	
Placement of debris and packaging materials in job-site dumpster (Dumpster provided by Customer).		XX	
Disposal of removed equipment.	XX		
Building and/or Electrical Permit required.	XX		
Line wiring; a properly fused disconnect with voltage required must be installed within 5 feet of equipment location prior to mechanical installation.			XX
Control wiring; Control wiring from fused disconnect to control panel, wiring from control panel to motor, wiring of all limit switches, inter-connections and/or photo eyes.			XX
Specify voltage and phase.			XX
Activation wiring. Mounting and wiring of activation devices. Please specify:			XX
Thin wall conduit is used. If rigid conduit is required, indicate here.			XX
Confined space permit required.			XX
What type of access will be provided to work area? Example: one position at a time, two or three positions at a time, unlimited access.		TBD	
Other Considerations (ex: Dust Shelter, Lift Operator Safety Harness or Forklift Fasten Seat Belt):	?	Work to be completed during normal working hours (Monday - Friday)	



Stephen Schwellenbach
New Equipment Representative



sschwellenbach@wecarlson.com



708-209-8312



www.wecarlson.com
1128 Pagni Drive
Elk Grove Village, Illinois 60007
United States

- When emailing purchase orders, please email to: Orders@wecarlson.com
- If Tax Exempt: Must have valid tax exemption certificate.

Standard Remarks:

This proposal includes our standard insurance coverage. Additional insurance requirements, such as O&CP Policies, Waiver of Subrogation, permits, bonds, etc. are available at additional cost.

HRA / Safety Protocols:

This proposal does not provide for additional project specific, COVID-19 specific, or other health emergency requirements including but not limited to additional PPE, health assessment, decontamination, or designated additional manpower. Any additional requirements must be identified in writing prior and presented to the W.E. Carlson Corporation Sales Representative for review. Any additional costs for additional equipment, labor, or logistics will be presented thereafter.

Payment Terms:

Equipment Purchases: Upon acceptance of order, 50% of contract price will be invoiced for down payment to purchaser. Placement of order with manufacturer made upon receipt of 50% down payment from customer. Remaining 50% of contract will be invoiced at time of equipment shipment with net 10 days terms.

Service and Parts: Payment upon completion of work or shipment of parts.

Planned Maintenance Purchases: Payment to be paid in advance of work performed.

Acceptable means of payment via credit cards or pre-approved line of credit account. Quoted parts/service purchases over \$5,000.00 require a 50% down payment prior to beginning work.

USE OF CREDIT CARD WILL INCLUDE A 3.5% TRANSACTION FEE.

All prices quoted do not include Federal, State or Local taxes unless stated otherwise in the proposal.

F.O.B.: Factory

Shipping Date: 5 weeks after release of order.

Unless otherwise specified in writing:

1. Prices are firm for 30 days on all quantities shown.
2. PURCHASER IS RESPONSIBLE FOR UNLOADING, FIRE WATCH.
3. Installation pricing is based on work being performed during normal working hours, Monday - Friday, 6:30 - 5:00.
4. ALL TERMS AND CONDITIONS ATTACHED, INCLUDING LIMITATIONS ON LIABILITY AND DISCLAIMERS OF WARRANTY APPLY.
5. In the event that litigation is needed to enforce the terms of this agreement, the W.E. Carlson Corporation will seek interest, costs and reasonable attorneys' fees.

Both parties have read, understand and agree to the prices, terms and conditions herein and attached. Acceptance is limited to said terms and conditions and seller objects to any additional or different terms or conditions which may be contained in any communication to seller from buyer without written consent by seller.



Stephen Schwellenbach
New Equipment Representative



sschwellenbach@wecarlson.com



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www.wecarlson.com
1128 Pagine Drive
Elk Grove Village, Illinois 60007
United States

Terms and Conditions

General: These terms and conditions are a part of Seller's proposal and represent the sole contract under which Seller will perform unless specific exceptions are noted in this Quotation/Proposal. This Quotation contains terms and conditions which are not negotiable. Those terms are outlined in the Non-Negotiable Terms and Conditions. Any purchase order, contract or sub-contract, which does not comply with the terms and conditions of this Quotation, will be construed as a counter-offer with exception to those purchase orders, contracts or sub-contracts which contain terms and conditions that conflict with Seller's Non-Negotiable Terms and Conditions. In such cases, those purchase orders, contracts or sub-contracts will simply be construed as an acknowledged acceptance of the aforesaid Quotation including its terms and conditions.

Non-Negotiable Terms and Conditions

1. Terms of payment shall not be subjected to time extensions or discounting without written approval and consent of the Seller.
2. Seller will not indemnify, hold harmless or defend Purchaser for acts or omissions that are caused solely or in part by the Purchaser or its agents.
3. Seller will not waive its protections under the Illinois Worker's Compensation Act.
4. In the event of a dispute, Seller states that the laws of Illinois shall dictate and it will not agree to any binding arbitration.

Shipment

1. Proposed shipping schedule is valid at date of proposal and 10 days thereafter. Orders placed beyond this period will require shipping schedule verification with manufacturer.
2. When drawing approval is required the shipping schedule is from the date final approval arrives at the Manufacturer's plant.
3. When desired delivery dates are unknown at the time of order placement, the equipment will be placed on 'Will Advise' status and no fabrication will be started until the manufacturer is advised of a firm delivery date, in writing. It shall be the Purchaser's responsibility to stay informed of delivery schedule changes and to notify the Seller in sufficient time to meet the desired delivery requirement.
4. Should manufacturer be required to hold scheduled shipment more than ten (10) days or to interrupt the production of equipment already in progress, a charge will be made for the costs of handling or storage, plus a carrying charge of 2% per month or fraction thereof applied on the value of the equipment while said equipment is in storage.
5. 25% of the original equipment sell price will be charged on any orders cancelled once equipment has been released for manufacturing.
6. Equipment not released for shipment by Purchaser within 12 months of purchase order or contract date will be invoiced at prices current at date of shipment.
7. If Purchaser does not take delivery within 150 days, W.E. Carlson Corporation shall have the right to increase prices due to cost increases. In any event, W.E. Carlson Corporation must give Purchaser reasonable notice of proposed price increase.
8. Unloading is the responsibility of the Purchaser.

Freight

1. Equipment is F.O.B. Manufacturer's plant and freight costs are not included unless specifically stated otherwise in this proposal.
2. Estimated shipping weights are approximates which are noted for Purchaser's convenience. Seller will not be held liable for the exactness of those weights.
3. Special freight instructions must be clearly stated on Quotation or Purchase Order.

Terms: Net 10 days. Terms are as stated unless written approval and consent is given by Seller. A 1-1/2% charge will be added for each month or fraction thereof that any invoice remains unpaid after 30 days from invoice date. Prices quoted do not include Federal, State or Local taxes unless otherwise stated in the proposal. Credit card transactions will be subject to a 3.5% percent surcharge on the total invoice price.

Installation: Prices quoted do not include installation unless specifically stated otherwise. Where installation is quoted, the price does not include any electrical work, concrete work, building modifications, excavation work, unloading of equipment at job site, underground piping, angle framing for pit, embedded items nor any other items not specifically stated in this proposal. Installation price is based on uninterrupted continuity of work. Should installation be interrupted or delayed for causes beyond the control of Seller or its agents, a charge based on time and material will be added to the quoted price to cover the delays.

Other:

1. The proposal is valid for 30 days.
2. All orders and contracts are subject to credit approval.
3. Seller will accept no purchase orders, contracts or subcontracts which include any type of discount or penalty clauses unless specifically agreed to and reduced to writing within this proposal.
4. This proposal includes our standard insurance coverage. Additional insurance requirements, permits, bonds, etc. are available at an additional cost.
5. This proposal offers Manufacturer's design and technical concepts. No other suggested designs or drawings or specifications will be binding on the Manufacturer or Seller unless specifically accepted in this proposal.
6. Equipment covered by this proposal is in general agreement with national safety codes and practices. Seller and Manufacturer will not be held liable for individual state and local codes or any other such codes or others not specifically mentioned in this proposal.
7. Performance of all agreements on Seller's and Manufacturer's part is contingent on strikes, accidents, delay due to inability to procure material or labor, delay, damage or loss in transit, destruction or damage by fire or by act of God; and by any other causes beyond Seller's or Manufacturer's control. Performance is also subject to government priorities and national emergencies. If any of these conditions apply, W.E. Carlson Corp. will not be held liable.
8. In the event that litigation is needed to enforce the terms of this agreement, the W.E. Carlson Corporation will seek interest, costs and reasonable attorneys' fees.

Contracts (General Contractors): When Seller is required to accept contractual responsibility, all contracts and subcontracts for purchase of equipment and/or delivery and installation of said equipment must:

1. State the terms and conditions of contractual obligations between the general contractor and owner if Seller is obligated to perform under these conditions (if no such breakdown is included in the contract or subcontract, Seller will not be liable for those conditions.)
2. Cite this proposal as the supporting document covering Seller's offer (This proposal is the sole document under which Seller intends to perform and Seller will not be liable to conform to any specifications and/or drawings not specifically mentioned in this proposal.)
3. Include the 'A' or 'B' payment schedule when Seller assumes the responsibility for installation:
 - a. When proposal is for lump sum price, the payment schedule shall be as follows: i) 90% of contract price on shipment of equipment; ii) 10% of contract price on completion of Seller's portion of installation; and iii) 10% retainer may be withheld from the above payments and shall be payable upon acceptance of the equipment or 60 days after completion of Seller's part of installation whichever comes first.
 - b. When the proposal shows that installation as a separate item, the payment schedule shall be as follows: i) 100% of the equipment price, tax, and freight on shipment of equipment; ii) 100% of the installation price on completion of Seller's portion of the installation; and iii) 10% retainer may be withheld from the above payments. The 10% retainer on the equipment shall be payable upon acceptance of the equipment or 60 days after shipment. The 10% retainer on the installation shall be payable upon acceptance of the installation or 60 days after completion of Seller's portion of the installation – whichever comes first.



Stephen Schwellenbach
New Equipment Representative



sschwellenbach@wecarlson.com



708-209-8312



www.wecarlson.com
1128 Pagni Drive
Elk Grove Village, Illinois 60007
United States

Proposal Acceptance

I have read and agree to the terms and conditions

Name: _____ Title: _____

Date Signed: _____ PO#: _____

Signature: _____

QUOTE: QT-435240



6036 South Central Avenue
Chicago, IL 60638
P 773 581 5081
F 773 581 5082

Proposal
RECEIVED

04/05/2024

Submitted To:
George Karpiesiuk
630 202 5277
201 W. 6th Street
Lockport IL 60441
adaptpk@aol.com

AUG 23 2024

*City of Lockport
Comm. & Econ. Dev. Dept*

We hereby propose to furnish the material, scaffolding, equipment and the labor necessary for the completion of the following:

The following scope of work applies to (1) existing warehouse window:

- Remove existing window
- Install (1) glass block window in the existing opening
 - Windows will be installed using type "N" mortar
- All rubbish will be hauled away and legally disposed of
- Interior finishing work, if required, is the responsibility of the owner

We agree to perform this work for a sum of \$5,200.00 (Five Thousand Two Hundred Dollars).

Upon completion the area will be left in a broom clean condition. Half of the total amount will be due prior to the start of the project. The remaining half will be due upon completion. All labor, tax and materials are included in these prices.

Respectfully submitted,
Michael Basic, Manager

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date

773-581-5081
CHICAGOGLASSBLOCKS.COM

Re: Glass block

From: michael chicagoglassblocks.com (michael@chicagoglassblocks.com)

To: adaptpk@aol.com

Date: Friday, April 5, 2024 at 12:37 PM CDT

Good Afternoon,

I quoted these glass block as 3" thick, using 4" would add \$900 to the price. We typically only quote 4" blocks when a window is over 100 sq.ft.

These block are made by Seves in the Czech Republic. The only domestic manufacturer went out of business in 2016.

Thank You,

Mike

On 04/05/2024 12:27 PM CDT Adapt-A-Pak <adaptpk@aol.com> wrote:

May i ask are the glass block 4 inches and thick

and what is the country of origin of the glass block?

Thanks and have a great day!

Adapt-A-Pak

815-834-9200

adaptpk@aol.com

On Friday, April 5, 2024 at 11:59:30 AM CDT, michael chicagoglassblocks.com <michael@chicagoglassblocks.com> wrote:

GILKERSON MASONRY
CORP.

1021 S. STATE ST.
LOCKPORT, IL 60441

Phone (815) 836-8077
Fax (815) 836-8407

Estimate

Date	Estimate #
4/4/2024	22644

Name / Address

Adapt-A-Pak
201 W. 6th St.
Lockport IL 60441

RECEIVED

AUG 23 2024

City of Lockport
Comm. & Econ. Dev. Dept

Project			
GBW			
Description	Qty	Cost	Total
Glass Block Window Replacement as follows. Build scaffolding as needed. Demo all existing glass block. Remove debris. Relay new 4" glass block. Clean work area. Cover opening as needed during times when not on site.		8,660.00	8,660.00
Option to remodel opening with brick to match and block back up wall. 2 new 40" X 32" glass block panels for lighting. Deduct \$800.00 for cost of \$7,860.00			
All glass block are high quality European made.			
			Total
			\$8,660.00

Phone #

(815) 836-8077
Fax# (815) 836-8407

E-mail

gilkmas@yahoo.com



Committee of the Whole

Agenda Memorandum

Item # CD-5

To: Mayor & City Council

From: Lance Thies, Director of Community and Economic Development

Subject: **Proposal from V3 Companies, Ltd. in the Amount of \$74,000.00 for Heritage Village Playground Design Services**

Date: **Wednesday, September 4, 2024**

BACKGROUND/HISTORY

City Administration and staff have been working with the Lockport Women's Club for a number of years to advance a legacy project that will create a children's playground just south of the current Heritage Village. In late 2023, staff submitted a grant application to the State Department of Commerce and Economic Opportunity's Tourism Attraction and Programming (TAP) grant program seeking \$348,907 as a 50% match to construct the playground. As discussed previously, funding of the City's match will come from a Women's Club donation, in-kind services and products as well as from the cell tower sales funds. In May, staff was notified that the City had been awarded the grant (see Notice of State Award attachment). With the notice of award and a pending grant agreement coming from the State, staff is presenting for Council's consideration the design and permitting services proposal from V3 Companies, one of the City's pre-qualified engineering vendors also currently permitting other City projects along the I&M Canal, and Hitchcock Design Group, the author of the Concept Plan created for the initial fundraising efforts by the Lockport Women's Club.

The scope of services provides consultation and required services for permitting through all of the applicable state agencies, surveying, geotechnical, natural resource, and soil studies as well as landscape architectural services to update the Concept Plan, develop Construction Documents, bid the project, and perform Construction Administration services.

In addition to the Resolution and Task Order Proposal, attached for reference is the grant project scope, the Concept Plan, the Support letters that were part of the original submittal, the original application to the State and the Notice of State Award.

PROS/CONS/ALTERNATIVES

N/A

RECOMMENDATION

Approve Resolution No. 24-098 a Professional Services Agreement with V3 to perform design services in the amount not to exceed \$74,000.

ATTACHMENTS

[DCEP Playground Notice of State Award](#)

[01 Heritage Village Playground Task Order letter 2024 09 05](#)

[TAP Grant Program-Scope](#)

[Project Conceptual Plan](#)

[Grant Application submittal](#)

[Grant Submittal Support letters](#)

[Resolution No. 24-098 Heritage Village Playground Design Services](#)

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

**Illinois Grant Accountability and Transparency
Notice of State Award**

05/08/24

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STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Commerce And Econ Opp Department/Organization Unit: Office of Grants Management
State Award ID Number (SAIN)	2168-50470
State Program Description	Tourism Attraction funding is for the development or improvement of tourism attractions in Illinois.
Announcement Type	Initial
Agency (Grantor) Contact Information	Name: Greg Mihalich Phone: 217-299-1323 Email: ceo.tourismgrants@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: CITY OF LOCKPORT Address: 222 E 9TH ST, LOCKPORT, IL 60441 Phone: (815) 838-0549 Email: lthies@lockport.org
Grantee Identification	GATA: 685825 UEI: GLPBFGGJER93 FEIN: 366005974
Period of Performance	Start Date: 1/1/2024 End Date: 6/30/2025

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
763	420-25-2168		\$348,907.00
TOTAL			\$348,907.00

(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.

**Illinois Grant Accountability and Transparency
Notice of State Award**

05/08/24

Page 2 of 4

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: 0% Base: Waive Period: 1/1/2024-12/31/2024
Research & Development	No
Cost Sharing or Matching Requirements	Yes : Match amounts required are: <ul style="list-style-type: none"> • If the grantee is a county, municipality, not-for-profit organization, unit of local government or local promotion group, match required shall be no less than 50% of the total project costs. • If the Grantee is a for-profit business, match required shall be no less than 75% of the total project cost.
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 Illinois Administrative Code
Grantor-Specific Term(s)	This Notice of State Award (NOSA) is not an agreement. This NOSA is not a guarantee of an agreement. Grantor-Specific Terms that will be included in the final grant agreement can be found by clicking on "Uniform Grant Agreement Template" under the Grant Agreement Overview section at: https://dceo.illinois.gov/aboutdceo/grantopportunities/learning-library.html
Program-Specific Term(s)	Program-Specific Terms and requirements are included in the Notice of Funding Opportunity (NOFO) for this grant opportunity. THE FOLLOW ARE GATA EXCEPTIONS AND ARE NOT REQUIRED FOR THIS PROGRAM: INDIRECT COST RATE Single purpose entity.

05/08/24

Illinois Grant Accountability and Transparency Notice of State Award

Page 3 of 4

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE

The nature of the additional requirements

GATA Conditions:

None

Agency Adjustments / Explanation:

None

The reason why the additional requirements are being imposed

GATA Conditions:

None

Agency Adjustments / Explanation:

None

The nature of the action needed to remove the additional requirement, if applicable

GATA Conditions:

None

Agency Adjustments / Explanation:

None

The time allowed for completing the actions, if applicable

GATA Conditions:

None

Agency Adjustments / Explanation:

None

The method for requesting reconsideration of the additional requirements imposed

GATA Conditions:

None

Agency Explanation:

None

SIGNATURE PAGE

Circle one: Accept NOSA / Reject NOSA

Institution / Organization

Signature

Name of Official

Title (Chief Financial Officer or equivalent)

Date of Execution



August 29, 2024

Lance Thies, PLA, MBA
Director of Community and Economic Development
Central Square Building
222 East 9th Street
Lockport, IL 60441-3497

Re: **Task Order – Heritage Village Playground**

Dear Mr. Thies:

On behalf of V3 Companies, we are pleased to submit this proposal for Professional Engineering Services on the above-referenced task order project. If you find this proposal to be acceptable, the executed copies of this letter in accordance with the Professional Services Agreement dated November 15, 2023 will constitute acceptance of this task order assignment.

Project Understanding

It is our understanding that the City has secured IDCEO funds for construction of a new playground in the area of Heritage Village. Hitchcock Desing Group (HDG) has previously prepared a concept plan for the City. HDG will be providing concept design updates, design and construction documents, bidding and construction assistance. V3 will be providing topographic survey, utility coordination, geotechnical services, drainage and state/local permitting.

Our scope of services, including HDG, is included as Exhibit A.

Compensation

Provided below is a breakdown of the costs to complete the various Phase I engineering study tasks. V3 shall invoice the City per the terms of the Professional Services Agreement.

Task		Fee Type	Total
Task 1	Topographic Survey	Lump Sum	\$4,500
Task 2	Utility Coordination	Lump Sum	\$ 500
Task 3	CCDD Soil Disposal Evaluation	Lump Sum	\$5,000

Task 4	Geotechnical Evaluation	Lump Sum	\$5,000
Task 5	Wetland Delineation & Report	Lump Sum	\$3,000
	State & Federal Threatened & Endangered Species Consultation & Initial SHPO Consultation Submittals	Lump Sum	\$1,000
	USACE No Permit Required	Lump Sum	\$2,000
	Response to Agency Review Wetland Comments, Threatened and endangered species comments, and SHPO comments (if required by the USACE)*	Lump Sum	\$2,000
	Tree Survey & Assessment	Lump Sum	\$1,000
Task 6	Stormwater Services	Lump Sum	\$5,000
Task 7	Plans, Specifications and Estimate	Lump Sum	\$2,000
Task 8	Quality Assurance/Quality Control	Lump Sum	\$ 500
Task 9	Meetings and Project Coordination	Lump Sum	\$ 500
Task 10	Administration and Management	Lump Sum	\$ 500
	Hitchcock Design Group	Lump Sum	\$41,500
Total Final Engineering Tasks Fee:			\$74,000

*The requirements will be determined by an USACE review

We appreciate the opportunity to present this proposal. Please feel free to contact me by telephone at (847) 417-0072 or by email at kcorrigan@v3co.com with any questions.

Sincerely,
V3 Companies



Kurt Corrigan, P.E.
Vice President of Municipal Services

Accepted for:
City of Lockport

BY: _____
Authorized Signature

TITLE: _____

DATE: _____

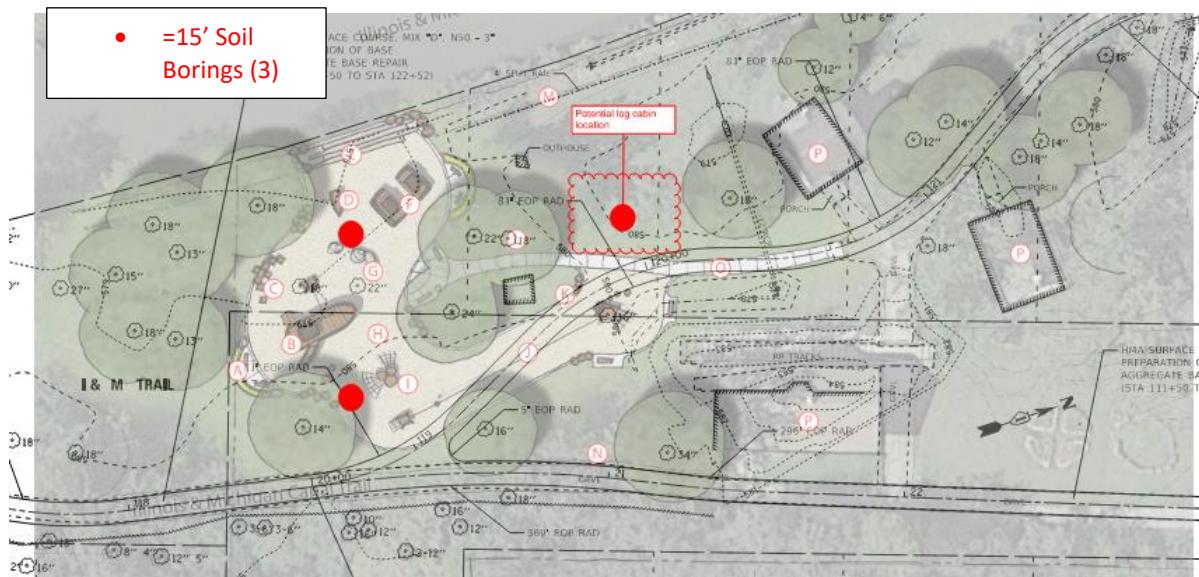
Enclosures: Exhibit A- Scope of Services



EXHIBIT A - SCOPE OF SERVICES

TASK 1 - TOPOGRAPHIC SURVEY

The survey will generally include the area of the proposed playground, including the historic rock west of the playground area.



1. Record a minimum of two (2) permanent benchmarks at the site. Elevations shall be referenced to a datum commonly acceptable to the reviewing government agency. Description of the source benchmark to which the new benchmarks are tied shall be indicated on the survey. The elevation shall be transferred from source to site via GPS or level circuit.
2. A contour survey with 1'-0" contour intervals will be prepared from field spot elevations. Spot elevations obtained in the field will be of sufficient quantity to generate a contour survey, which properly represents the ground surface. Additional elevations will be indicated on the survey as required to establish accurate profiles (including changes or breaks in grade) and cross-sections of walks, curbs, gutter, pavement edges, and centerlines.
3. Finished floor or top of foundation elevation(s) of existing buildings within the Survey Area.
4. Spot elevations will be shown to the nearest 0.01 foot on all "hard surfaces" and utility structures. Spot elevations in unpaved areas such as grass and dirt shall be accurate to the nearest 0.1 foot.
5. Pavement types such as concrete, asphalt, gravel, etc. shall be depicted.
6. Existing improvements, buildings, and surface features shall be located.
7. Mean elevations of water in retention ponds, lakes, or streams will be shown as depicted at the time the survey field work was conducted.
8. Top of curb, flow line, and edge of pavement elevations of all roadways and streets within the survey area.



EXHIBIT A - SCOPE OF SERVICES

9. The City shall provide existing survey files of the recently constructed path project as well as any property information to identify property limits within the project area.

Utilities

The Topographic Survey will incorporate information on existing utility systems adjoining or contained within the Survey Area which are obtained from municipal departments or utility companies responding to written or verbal requests for utility records through the 811 Process and available for V3's use at the time of the survey. Records or Atlas information that is provided to V3 after completion of the survey can be provided to the CLIENT or engineer.

Field markings by 811 members, which are coordinated by others, shall be shown on the survey if present and practical at the time of survey.

The following list contains typical information provided for the specific utilities located which are above ground and visible at the time of the survey. Snow cover, earth or construction debris covering typically above ground structures may not be located.

1. Sanitary and Storm Sewers: Size, type and direction of pipes; rim and invert elevations. Location of manholes, inlets, catch basins, and end sections.
2. Water Mains: Size, type and direction of pipes, top of pipe elevations, location of valves and hydrants.
3. Gas Mains: Location of valves and mains if marked in the field at the time of the survey.
4. Telephone, Electric, and Cable TV pedestals and transformers.
5. Traffic and Street Light poles and cables if marked in the field at the time of the survey.
6. Visible evidence of field tiles or those marked in the field at the time of the survey.
7. Other utilities not listed above and occurring within the Survey Area will be shown in a similar manner.

Utilities and improvements shall be shown based on visible field verified structures, in coordination with atlas information provided by utility companies through the 811 process, if available. V3 shall only show underground utility lines between structures that are located in the field and appear to be connected. In areas where structures are not shown connected, V3 recommends that the CLIENT contract a specialist to perform a die test or other sub terrain exploratory test.



EXHIBIT A - SCOPE OF SERVICES

TASK 2 - UTILITY COORDINATION

V3 will provide utility companies with preliminary plans and final plans to identify any potential utility conflicts. Upon this examination, V3 will coordinate utility relocation plans as necessary.

TASK 3 - CCDD SOIL DISPOSAL EVALUATION

V3 will conduct a CCDD Soil Disposal Evaluation in accordance with IL Title 35 Part 1150 Subtitle J: Clean Construction or Demolition Debris. The CCDD Soil Disposal Evaluation will be conducted to screen and characterize potentially excavated soils generated from proposed construction activities that cannot be reused or managed onsite. The CCDD Soil Disposal Evaluation will include the following tasks:

- Review reasonably ascertainable regulatory information published by federal, state, local, tribal, health, and/or environmental agencies pertaining to properties adjacent to the project.
- Evaluate and identify any Potentially Impacted Properties (PIPs) within or adjacent to project.
- A soil sampling plan will be developed based on the estimated excavation depths of proposed construction activities and the historic use of properties adjacent to project.
- To the extent possible, environmental soil sampling will be conducted simultaneously with the geotechnical drilling.
- Depending on the depth of maximum proposed excavation, soil samples may also be collected with a stainless-steel hand auger.
- Soil sampling will be conducted by a V3 geologist or environmental engineer.
- Sample analysis will be performed by an Illinois NELAP accredited laboratory.
- The field sampling activities and the lab analytical result will be detailed in the CCDD Soil Disposal Evaluation Report which will include a brief project summary, summary of field activities, justification for sampling, an evaluation of sample data, and figures depicting the limits of the soil management areas.
- The LPC 662 or 663 form to certify soils qualifying for CCDD disposal will be included in the report.

CCDD facilities and Uncontaminated Soil Fill Operations are privately owned and maintain the right to accept or reject materials on any criteria decided on by the facility. Consequently, adherence to IL Title 35 Part 1150 Subtitle J does not guarantee acceptance at every CCDD facility. This proposed scope of work is consistent with IL Title 35 Part 1150 Subtitle J and industry standards.

TASK 4- GEOTECHNICAL EVALUATION

V3 will subcontract the geotechnical work to NASHnal Soil Testing. Three soil borings extending 15 feet below grade or to augur refusal. A geotechnical report will be provided. V3 will provide any necessary coordination with the City or HDG.



EXHIBIT A - SCOPE OF SERVICES

TASK 5 - WETLAND SERVICES

The Growing Season in Will County begins approximately on May 15 and ends on November 1 of any given year. V3 proposes to conduct the field work within the growing season of 2024 (ends November 1, 2024). If contractually that is not possible, we recommend the wetland delineation be conducted in the Spring of 2024.

The National Wetland Inventory (NWI) map identifies the I & M Canal, a U.S. Army Corps of Engineers regulated Waters of the U.S. immediately adjacent to the proposed park site. The site is also mapped as hydric soil on the Will County Hydric Soils map. Based on this information, V3 recommends a full wetland delineation and threatened and endangered species consultation.

Wetland Delineation

V3's Wetland Specialists from our Natural Resources Division will conduct a field investigation to locate and delineate wetlands in accordance with the *Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Midwest Region*. The limits of any delineated wetlands/Waters of the U.S. will be staked in the field, and approximate boundaries will be mapped on a recent large-scale aerial photograph, based on our field assessment of the vegetation, soils and hydrology at the site. The limits of any on-site wetland/Waters of the U.S. will be located using survey grade equipment during the field investigation portion of the wetland delineation.

Wetland Assessment

Since vegetated wetlands may present within the project footprint, wetland assessment is required by the U.S. Army Corps of Engineers, Chicago District (USACE) and the City of Lockport, Illinois. Wetland assessment involves an evaluation of wetland characteristics, including wildlife habitat quality, water quality functions, and plant community quality. Wetland Assessment also includes a preliminary jurisdictional determination for isolated or adjacent wetland. Delineated wetlands will be rated as High Quality Aquatic Resources (HQAR's) in accordance with the USACE, if applicable.

Wetland Delineation Technical Report

A wetland report will be provided with the results of our field investigation, including the location and approximate size of wetlands/Waters of the U.S. present, a wetland quality evaluation, a Floristic Quality Assessment (FQA), and the wetland assessment. Floristic inventories and detailed soil classification data for each area investigated will be provided in the report. Areas determined to be wetland on the property will be shown on a recent, large-scale aerial photo exhibit. USACE wetland permitting and/or mitigation requirements will be addressed in the report. The wetland report also will contain detailed technical documentation suitable for review and approval by the USACE and the City Lockport.

Threatened & Endangered Species Consultation

As required by the USACE and the City of Lockport, V3 will conduct and complete the United States Fish and Wildlife (USFWS) Section 7 Federal threatened and endangered species consultation checklist for the site. V3 will also prepare and submit the required IDNR EcoCAT for inquiry on State threatened & endangered species.



EXHIBIT A - SCOPE OF SERVICES

U.S. Army Corps of Engineers No Permit Required Submittal

V3 understands that there will be no work within or on the banks of the I&M Canal. While V3 needs to identify the Ordinary High Water Mark of the Canal, this proposal assumes there will not be a Nationwide Permit needed for the proposed work and therefore are proposing a No Permit Required submittal to the Corps of Engineers, Chicago District.

Tree Survey & Assessment

V3's Certified Arborist will tag, locate, identify, measure, and provide a health assessment of each tree within the proposed project area. This data will be tabulated and survey locate of each tree will be provided to the Client, Civil Engineer for the project, and Landscape Architect to put on the proposed project plan sheets.

Response to Agency Review Comments (If required)

This task is provided in the scenario where comments are received from the IDNR or USFWS regarding threatened and endangered species, SHPO regarding cultural resources, or the USACE as part of the No Permit Required submittal. V3 will prepare and respond to comments received from the agencies outlined above.

TASK 6 - STORMWATER SERVICES

V3 staff will review the concept site plan prepared by others with respect to site drainage and existing floodplain/floodway. Recommendations to adjust the site plan will be made if any deficiencies are noted. We have budgeted for evaluation of up to two (2) concept site plans.

Summary Memorandum

V3 will prepare a technical memorandum including exhibits that summarizes the stormwater design. We anticipate that the proposed site plan will not place fill volume within existing floodplain or floodway areas and adheres to the design criteria of IDNR-OWR Statewide Permit No. 6 for minor non-obstructive floodway construction activities. No hydrologic or hydraulic modeling is expected to be required.

SWCD Authorization

If required, V3 will prepare a submittal to Will-South Cook Soil and Water Conservation District (SWCD) for approval of proposed Soil Erosion/Sediment Control (SE/SC) measures.

TASK 7 - PLANS, SPECIFICATIONS AND ESTIMATE

V3 will review plans and specifications developed by HDG prior to submitting to the City or permitting agencies. Review of estimated cost of construction prepared by HDG. The plans and specifications will include language that contractor is required to meet a 19% Business Enterprise Program (BEP) as required by DCEO.

TASK 8 – QUALITY ASSURANCE/QUALITY CONTROL

V3 will perform in-house quality control reviews to ensure that the preliminary exhibits and reports are prepared to



EXHIBIT A - SCOPE OF SERVICES

meet the standards and guidelines for the plans or document required. These quality control reviews will occur prior to submittal of any deliverable to the City and IDNR. The project manager will be responsible for the oversight of the QA/QC procedures and quality control reviews of the documents prepared for the project.

TASK 9 - MEETINGS AND PROJECT COORDINATION

V3 will attend a maximum of four meetings with City staff and the IDNR. Meeting minutes will be taken and sent out within 5 days of the meeting.

TASK 10 - ADMINISTRATION AND MANAGEMENT

Project administration and management will be performed by project manager and administrative staff.

- Prepare invoices and progress reports on a monthly basis and submit to the City for review and processing.
- Provide project and staff management. Coordinate project tasks between design team members and the geotechnical subconsultant.
- Conduct internal team meetings as necessary and provide procedures for documenting and filing of project information.



August 22, 2024

Kurt Corrigan, P.E.
Vice President Municipal Services
V3 Companies

RE: Heritage Village Playground Final Design

Dear Kurt,

Thank you for asking Hitchcock Design Group to submit this proposal for the Heritage Village Playground final design. We appreciate the opportunity to advance our relationship with you and your colleagues at V3 Companies.

Project Understanding

We understand that you would like our assistance in preparing the final design for the Heritage Village Playground, which we have previously prepared a concept design for. The city has secured a grant award from the IDCEO and would like V3 to lead the final design process to get the park built. We will need to update the schematic design based on the final bike path modification made to the park area. V3 will be updating to topo, utility coordination, State and local permitting, geotechnical and drainage.

Scope of Services

To meet your objectives, see the attached detailed scope of services. After updating the schematic design, we will finalize the design elements and document the items approved for construction.

Professional Fees

We propose to complete the outlined services for the following fees:

Schematic Design updates	\$5,000 lump sum
Design Development	\$12,500 Lump sum
Construction Documents	\$12,500 Lump sum
Bidding and Negotiation	\$1,500 Lump sum
<u>Construction Phase Services</u>	<u>\$10,500 Lump sum</u>
Total	\$41,500 Lump sum

In addition to fees, we will also invoice customary reimbursable expenses such as printing, mileage, and courier services at 115% of our cost.

Project Team

Under my supervision, Nick Arriaga will be our project manager and will be directly responsible for routine project communications with you and your colleagues.

Schedule

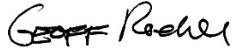
We can begin this assignment immediately with your authorization.

If this proposal is acceptable, please sign below to accept this proposal and the enclosed terms and conditions.

Thanks, again, for the opportunity to participate on the Heritage Village Playground final design.



Date
[Recipient]
Page 2

Sincerely,
Hitchcock Design Group

Geoffrey Roehll, CLARB
Senior Principal

To authorize this work and agreeing to the attached terms and conditions, please sign and return this Agreement to Hitchcock Design Group. A countersigned agreement will be returned to you.

Thank you for your business!

Accepted: _____ **Date**
Kurt Corrigan, V3

Encl: Scope of Services
 Terms and Conditions
 Standard Billing Rates



Scope of Services – Heritage Village Playground

Lockport, Illinois

PRELIMINARY DESIGN

A. Program

Process: Hitchcock Design Group will:

1. Confirm with you and the other project team members, the following:
 - a. Goals and objectives
 - b. Standards and criteria
 - c. Schedule
 - d. Budget
 - e. Participants
 - f. Communication
 - g. Invoicing and payment
 - h. Other administrative considerations

B. Research and Analysis

22 E. Chicago Avenue

Suite 200 A

Naperville, Illinois 60540

630.961.1787

hitchcockdesigngroup.com

Process: Hitchcock Design Group will:

1. Inventory readily available existing data including:
 - a. Zoning, jurisdictional regulations and procedures
 - b. Physical site information, such as:
 - i. Boundary, ownership, easements, restrictions
 - ii. Topography
 - iii. Soils
 - iv. Utilities
 - v. Vegetation
2. Prepare an analysis of the requirements of the City of Lockport and any other policies, guidelines and ordinances that may pertain to the proposed Improvements.

C. Schematic Design

Process: Hitchcock Design Group will:

1. Utilizing the survey and base drawing (ACAD) provided by you, update the concept plan showing the new bike lane alignments.
2. Preliminary grading design coordination with you
3. Review the update design with you and the city



4. Document the schematic concepts using:
 - a. Conventional colored plan view drawings at an appropriate scale
 - b. Enlargements of specific areas
 - c. Sections to help explain design recommendations
5. Prepare a preliminary Construction Cost Opinion of the landscape improvements
6. Revise and update the drawings as needed

Deliverable: Schematic Design, Preliminary Cost Opinion and Meeting Summaries

FINAL DESIGN

Once the design and budget are approved, we will finalize the design of the improvements. Details and specifications will be added so you can receive competitive bids.

A. Design Development

Process: Hitchcock Design Group will:

1. Finalize the design of the proposed improvements including:
 - a. Pedestrian walks/entries
 - b. fencing
 - c. Playground equipment, surfacing, edges and drainage
 - d. Planted improvements
 - e. Site furnishing design and selection
2. Document the design on base maps provided by the civil engineer and supplementary drawings as may be appropriate.
3. Prepare outline specifications, including the products, materials and finishes of the improvements.
4. Review the drawings, specifications, product data and material samples and construction strategy with the Owner and consultant team.
5. Revise the drawings and supporting materials once as requested by the Owner.



6. Present our recommendations to the Owner for authorization to permit and bid the project.

Deliverable: Design Development Documents, Cost Opinions, Meeting Summaries

B. Construction Documents

Process: Following written approval of the previous phase, Hitchcock Design Group will:

1. Finalize the graphic and written documentation that will be used to bid and construct the improvements including:
 - a. Digital construction drawings
 - b. Written specifications and project manual
2. Update the opinion of probable construction cost at 100% CDs.
3. Review the documents with the Owner and consultant team.
4. Make one (1) revision as requested by the Owner.
5. Review the documents with the Owner and consultant team.
6. Provide one (1) set of Contract Documents for your reproduction for bidding.

Deliverable: Construction Drawings, Cost Opinions, and Meeting Summaries

CONSTRUCTION PHASE SERVICES

A. Bidding and Permitting

Process: Following written approval of the previous phase, Hitchcock Design Group will:

1. Provide copies of the landscape plans for submittal to jurisdictional agencies for appropriate construction permit(s).
2. Make one (1) revision as may be required to facilitate jurisdictional approvals and permit(s).
3. Recommend reputable contractors for your consideration.



4. Participate in a pre-bid meeting for interested bidders.
5. Answer questions and issue written addenda, when appropriate, to all bidders regarding changes to or clarifications of the Contract Documents.
6. Review the bids, tabulate the results and issue a recommendation to you regarding the contract award.
7. Present recommendations to the Owner.

Deliverable: Permit Submittals, Written Addenda (if necessary), Bid Recommendation

B. Administration

Process: Following your award of the work to a Contractor, Hitchcock Design Group will provide these Construction Services until Final Acceptance of the work, or until 60 days after Substantial Completion of the work, whichever occurs first:

1. Attend a pre-construction meeting with you and the Owner, consultant team, and the Contractor to review:
 - a. Contractor mobilization and staging
 - b. Contractor schedules and submittals
 - c. Responsibilities, communication protocol and payment procedures
2. Issue interpretations or clarifications of the Contract Documents with reasonable promptness when requested by you or the Contractor.
3. Prepare recommendations for construction change orders, as requested by:
 - a. You because of a change that you wish to make to the scope of the Contractor's work
 - b. The Contractor because of the discovery of job site conditions that were concealed or unknown when the Owner / Contractor Agreement was executed
4. Prepare recommendations regarding the Contractor's periodic application for payment.

Deliverable: Meeting Summaries, Construction Change Orders, Request for Payment Recommendations



C. Observations

Process: During construction, Hitchcock Design Group will:

1. Participate in six (6) monthly progress meetings at the site with you and the Contractor, to become familiar with the progress and quality of the Contractor's work, to determine if the work is proceeding in general conformance with the Contract Documents, and to review the Contractor's schedule, shop drawings, submittals and requests.
2. Visit nurseries local to the project site with the contractor to select certain, specified plant materials including, but not limited to shade, ornamental and evergreen trees and representative shrubs. We have allocated two (2) days of a registered landscape architect's time for this work. In the event additional time is required, either because the plants located by the landscape contractor are unacceptable, or there are more plants than can be reviewed and selected in one (1) day, we will spend additional time on plant selection only after authorization from the Client.
3. Review shop drawings, product data and material samples which the Contractor is required to submit, but only for the limited purpose of determining their general conformance with the design concept and information contained in the Contract Documents. We have allocated four (4) hours for this work. Work beyond this allocation will be charged at our standard hourly rates, upon approval by the Client. This review does not include:
 - a. Accuracy or thoroughness of details such as quantities, dimensions, weights or gauges
 - b. Appropriateness of fabrication or installation processes
 - c. Coordination of the work with other trades

Deliverable: Meeting Summaries

D. Contract Close-out

Process: Hitchcock Design Group will:

1. Participate in one (1) site visit to conduct a walk through and prepare a punch list upon substantial completion of the Construction Documents prepared by HDG.
2. Review required contract close out submittals provided by the Contractor, such as but not limited to:



- a. Operating and maintenance manuals
- b. As-built record drawings
- c. Labor and material lien waivers
- d. Payment applications

3. Participate in one (1) site visit to conduct a final walk through to verify completion of the punch list items and establish final acceptance.
4. Prepare recommendations regarding the Contractor's request for final acceptance of completed work.

Deliverable: Punch List documents



Standard Billing Rates and Expenses

BILLING RATES

Senior Principal	\$260
Principal	\$230
Senior Associate	\$190
Associate	\$150
Junior Associate	\$130

Reimbursable Expenses

In addition to our standard hourly rates, we invoice qualified sub-consultant fees, travel, and reproduction expenses per the terms of our agreement with mileage invoiced at the current IRS reimbursement rate.

HITCHCOCK DESIGN GROUP STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – These Standard Terms and Conditions, and the accompanying Proposal Letter and Scope of Services constitute the full and complete Agreement (Agreement) between the Client (Client) and Hitchcock Design, Inc., dba Hitchcock Design Group (HDG), and may be amended, added to, superseded, or waived only if both parties agree in writing. The Project title is identified in the Proposal Letter.
2. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents prepared by HDG (“Documents”) are **instruments of HDG’S services that shall remain HDG’S property**. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without HDG’S express written consent. Any unauthorized use of the Documents will be at the Client’s sole risk and without liability to HDG’S or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless HDG from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.
3. **CONSTRUCTION PHASE SERVICES** – When construction-phase services are included in the Agreement, HDG will determine in general whether construction is proceeding in a manner consistent with the Documents. HDG is not responsible for construction means, methods, techniques, sequencing or procedures, or for safety precautions or programs in connection with the Project.

In the event that HDG’S scope of services does not include construction phase services and our work is used for construction by the Client, HDG shall not be responsible for the interpretation, accuracy, or completeness of the Documents. Client agrees to defend, indemnify, and hold harmless HDG from and against losses, claims, demands, liabilities, suits, actions, and damages arising out of or resulting from the design Documents.

4. **STANDARD OF CARE** – HDG and its subconsultants (if applicable) will exercise that degree of care and skill ordinarily exercised by similarly situated professionals practicing under similar circumstances. Client agrees that services provided will be rendered without warranty, express or implied. HDG shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **OPINION OF PROBABLE COSTS** – When required as part of HDG’s services, HDG will furnish opinions of probable cost, but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost prepared by HDG hereunder will be made based on HDG’s experience and qualifications and will represent HDG’s judgment as an experienced and qualified design professional. Client agrees that HDG does not have control over the cost of labor, materials, equipment, or services furnished by others, or over market conditions, or contractors’ methods of determining prices, or performing the work.
6. **SUSPENSION/TERMINATION OF WORK** – The Client may, upon seven (7) days written notice, suspend or terminate the Agreement with HDG. The Client shall remain liable for and shall promptly pay HDG for all services performed to the date of suspension or termination. HDG may suspend or terminate the Agreement with Client upon seven (7) days written notice if the Client fails to substantially perform in accordance with this Agreement.
7. **LIABILITY** – HDG will furnish general and professional liability insurance certificates upon request. The Client agrees that HDG’S total aggregate liability to the Client for injuries, claims, losses, expenses, or damages, including attorney’s fees, arising out the Project or this Agreement, including, but not limited to, HDG’s negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall be limited to the compensation actually paid to HDG under this Agreement.
8. **BILLING AND PAYMENT** – Client shall pay HDG in accordance with the fees and expenses identified in the Proposal Letter. HDG will submit to Client, on a monthly basis, an invoice for services performed and expenses incurred during the previous period. **Payment will be due within thirty (30) days of the invoice date.** In the event Client fails to pay HDG within thirty (30) days of invoice date, Client agrees that HDG shall have the right to consider that event a breach of this Agreement, and upon seven (7) days written notice, the duties, obligations and responsibilities of HDG under this Agreement may be either suspended or terminated. Client agrees to compensate HDG for services performed regardless of Client’s ability to secure loans, mortgages, additional equity, grants or other supplementary financing for the project.
9. **Permits** - Unless specifically described in this Agreement, Client agrees to obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
10. **CONSEQUENTIAL DAMAGES** – HDG and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.
11. **MISCELLANEOUS**

Governing Law: The substantive laws of **Illinois** shall govern any disputes between HDG and the Client arising out of the interpretation and performance of this Agreement.

Mediation: HDG and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.

HDG Reliance: Unless otherwise specifically indicated in writing, HDG shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client’s consultants and contractors, and information from public records, without the need for independent verification.

Certifications: HDG will not sign documents requiring HDG to certify, guaranty, or warrant existence of conditions that would require knowledge, services or responsibilities beyond this Agreement.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or HDG. HDG’s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against HDG because of this Agreement or HDG’s performance of services hereunder.

Waiver of Subrogation - Both parties to this Agreement waive the right of subrogation for damages covered by property insurance

Authorization - If HDG is authorized to provide these services, either orally or in writing, prior to the execution of this Agreement, such authorization will be deemed an acceptance of this Agreement and agrees to compensate HDG for such services in accordance with the payment terms outlined herein.



NASHnal Soil Testing, LLC.
23856 W. Andrew Road, Plainfield, IL 60585
Ph 630-780-5201, Fax 630-429-9099

Mr. Kurt Corrigan
V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
Phone: (847) 417-0072
E-mail: kcorrigan@v3co.com

8/26/2024 Revised
Proposal No. 2024-3513-016P

RE: Proposal for the Geotechnical Exploration Services for the Heritage Village Destination Palyground located at Canal Street & West 2nd Street in Lockport, IL.

Dear Mr. Corrigan;

We are pleased to submit a proposal for this project. We have reviewed the scope of work you prepared and discussed the project with you as a basis for this proposal. Enclosed please find a description of our understanding of the project, and an estimate of our fee and our fee schedule.

NST is a full-service company, which provides geotechnical investigation, construction inspection, material testing and environmental services (Phase-I & Phase II) to clients in both the private and public sectors. Our principals have over 21 years of combined experience in the related fields. I personally am a registered professional engineer in over 7 states and have been providing subsurface soil investigations, construction inspection and material testing services to developers and contractors in multiple locations.

Project Description

We understand that you are planning to build the Heritage Village Destination Palyground off of Canal Street & West 2nd Street in Lockport, IL. As you have requested, to understand the subsurface soils profile, we will drill 3 soil borings to a depth of 15 feet each at the locations marked by you in order to obtain preliminary geotechnical data to help plan your design. The design wall and column loads are not available for us to review currently.

It is important for you to understand that during the drilling and, access to the proposed area, any of the existing surface, landscaping and grass in the vicinity and the access area will be damaged by our equipment. NST should not be held responsible for the repair of the damaged ground/grass and landscaping. Additionally, if due to any unforeseen conditions, additional trips are required to drill the job, an additional mobilization fee will be charged.

Mr. Kurt Corrigan
Heritage Village Destination Palyground
Canal Street & West 2nd Street Lockport, IL-60441

8/26/2024 Revised
Proposal No. 2024-3513-016P

Scope of Services

As you requested, we will drill 3 soil borings to a depth of 15 feet each below existing grade in building footprint area at the locations specified by you. Our crew will determine the surface elevations at boring location referenced to a convenient benchmark on or near the site or using GPS coordinates

Before we drill, we will contact J. U. L. I. E. to locate public underground utilities. J. U. L. I. E., does not charge for this service, but will also not locate private underground utility lines within property. If there are private underground utility lines where we are to drill, we recommend that your organization contact a private locating company, which will charge for its services. Currently, we have not made an allowance for a private locating firm in our estimate of fees for this project. If we must contact a private locating firm or if private locating firm is hired, we would pass along their fees at cost plus 15%.

We will drill with hollow stem augers or solid stem augers, and sample by the split barrel method (ASTM: D 1586). Our crew will maintain logs noting the drilling and sampling methods and groundwater levels.

Representative samples of the recovered soil will be preliminarily classified in the field, sealed in jars to reduce moisture loss, and sent to our laboratory for testing and final classification by a Soil Engineer. Upon completion of drilling and groundwater measurements, we will backfill the boreholes with soil cuttings at your request and not by Bentonite Grout.

Laboratory Testing

Our laboratory program will be initiated by a Geotechnical Engineer examining the recovered samples to determine the major and minor soil components. We anticipate performing routine testing including moisture content determination and unconfined compressive strength of cohesive samples (by hand penetrometer).

If special testing is required, such as Atterberg Limits tests, gradation tests, organic content tests, or consolidation tests, we would contact you to discuss a modification in the scope of work before proceeding. After completion of the laboratory testing, the Engineer will visually/manually classify each sample based on texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs and the geotechnical report.

Mr. Kurt Corrigan
Heritage Village Destination Palyground
Canal Street & West 2nd Street Lockport, IL-60441

8/26/2024 Revised
Proposal No. 2024-3513-016P

Geotechnical Report

In our report, we will describe the soil and groundwater conditions that we encounter and present recommendations for feasible methods of foundation and earthwork design and construction. We will discuss site preparation and excavation, including the placement of fill or backfill. We would present various foundation systems if possible and applicable design parameters and settlement recommendations. We would also discuss the embedment of the structure's foundations for protection from frost penetration.

We will present an estimated coefficient of friction of concrete and soil, for the use in design of the foundations for lateral forces.

Fees

Representative samples of the recovered soil will be preliminarily classified in the field, sealed in jars to reduce moisture loss, and sent to our laboratory for testing and final classification by a Soil Engineer. Upon completion of drilling and groundwater measurements, we will backfill the boreholes with cuttings and plug the surface with bituminous cold patch, if required

Based on the scope of work described above, we will charge the following fees.

Mobilization/demobilization of men & equipment	\$ 1,000.00
3 borings, 45 total lineal feet of drilling, routine sampling	\$ 2,520.00
Laboratory testing of 15 samples (w% & Qp)	\$ 225.00
Laboratory testing of 6 samples (Unit Weight)	\$90.00
Geotechnical Exploration Report & logs	\$1,200.00
Sub Total Geotechnical Exploration	\$ 5,035.00



Mr. Kurt Corrigan
Heritage Village Destination Palyground
Canal Street & West 2nd Street Lockport, IL-60441

8/26/2024 Revised
Proposal No. 2024-3513-016P

If additional borings or deeper borings are needed, or if engineering and testing are requested beyond that required for preparation of the report (i.e., post-report consultation, report revision due to changes in building design or location, specification review, pre-bid or pre-construction meetings), the increase in our fees will be in accordance with the unit prices shown on the enclosed fee schedule. If additional trips are required to drill the job, an additional mobilization fee will be charged.

Work Schedule

The utility locating will require three days following your authorization. We estimate that drilling will take one working day to complete. Laboratory testing will require an additional three days following drilling. We may submit copies of the boring logs at the completion of laboratory work and provide verbal recommendations to the Structural Engineer to allow them to start on their design prior to receiving our formal report. Following completion of the testing, we would then prepare the soil report. We anticipate starting drilling sometime in the week of 9/16/2024, if that is not possible, we will inform you in writing.

Environmental Concerns

This proposal is presented for engineering services to determine the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site, nor environmental testing of the soil or groundwater. Environmental services can be provided if you desire.



Mr. Kurt Corrigan
Heritage Village Destination Palyground
Canal Street & West 2nd Street Lockport, IL-60441

8/26/2024 Revised
Proposal No. 2024-3513-016P

Authorization

We are submitting this proposal in two copies for acceptance. When it is accepted, we ask that one copy be signed by an authorized representative of the party responsible for payment for these services, and that this copy be returned to us as our authorization to proceed.

We have enclosed with this proposal a copy of our General Conditions. The terms contained in the General Conditions are incorporated herein and are an integral part of this contract for professional engineering services. ACCEPTANCE OF THIS PROPOSAL BY AUTHORIZED SIGNATURE, VERBAL AUTHORIZATION, OR ISSUANCE OF A PURCHASE ORDER, INDICATES THAT YOU UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS CONTAINED IN THIS PROPOSAL, INCLUDING THE GENERAL CONDITIONS.

Mobilization/demobilization for 3 soil borings 45 lineal feet of drilling and sampling, routine laboratory testing, and the geotechnical exploration report with logs	\$ 5,035.00
	\$5,000.00

If you have any questions regarding this proposal, please contact us.

Sincerely,
Engineering Testing Laboratories

Umar T. Ahmad, P.E.
Senior Project Engineer

Enclosures:

Important Information regarding your Geotechnical Engineering Proposal
General Conditions for Geotechnical Engineering

ACCEPTED

DATE: _____

FIRM: V3 Companies

AUTHORIZED NAME: Mr. Kurt Corrigan

WHEN ACCEPTED PLEASE SIGN THIS COPY AND RETURN IT TO OUR OFFICE. THANK YOU.

(Please print)

AUTHORIZED SIGNATURE: _____

NASHnal Soil Testing, LLC.
23856 West Andrew Road, Unit 103, Plainfield, IL 60585
Ph 630-780-5201, Fax 630-429-9099

IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING PROPOSAL

As the client of a consulting geotechnical engineer, you should know that site subsurface conditions cause more construction problems than any other factor. Following are some suggestions and observations to help you manage your risks.

Have Realistic Expectations

If you have not dealt with geotechnical issues before, recognize that site exploration identifies actual subsurface conditions only at those points where samples are taken, at the time they are taken. The data derived are extrapolated by consulting geotechnical engineers who then apply their judgment to render an opinion about overall subsurface conditions, how they will react to construction activity, and appropriate design of foundations, slopes, impoundments, and other construction elements. Even under optimal circumstances, actual subsurface conditions may differ from those inferred to exist, because no geotechnical engineer, no matter how qualified, and no subsurface exploration program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

Develop The Subsurface Exploration Plan With Care

The nature of a subsurface exploration program - the types, quantities, and locations of procedures used plays a large role in determining the effectiveness of a geotechnical engineering report and the design based upon it. The more comprehensive a subsurface exploration plan, the more information it provides to the geotechnical engineer, helping the engineer reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered. Geotechnical design begins with development of the subsurface exploration plan, a task that should be accomplished jointly by you and/or your professional representatives and the geotechnical engineer. Mutual development helps assure that all parties involved recognize one another's concerns and the available technical options. Clients who develop a subsurface exploration plan without the involvement of their geotechnical engineers may be required to assume responsibility - and liability - for the plan's adequacy.

Read General Conditions Carefully

Most consulting geotechnical engineers include their standard general contract conditions in their proposals, and it is common for one of these conditions to limit the engineer's liability. Known as risk allocation or limitation of liability, this approach helps prevent problems to begin with, and establishes a fair and reasonable framework for handling them should they arise.

Various other elements of the general conditions explain the geotechnical engineer's responsibilities, in order to help prevent confusion and misunderstandings, and assist all parties in recognizing who is responsible for different tasks.

In all cases, read the geotechnical engineer's general conditions carefully. Speak with the geotechnical engineer about any questions you may have.

Have The Geotechnical Engineer Work with Other Design Professionals

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a geotechnical engineering report. To help avoid misinterpretations, retain your geotechnical engineer to work with other project design professionals who are affected by the geotechnical report. Ask the geotechnical engineer to explain report implications to those design professionals affected by them, and to review other design professionals' plans and specifications to consider the manner in which they have incorporated geotechnical issues. Although other design professionals may be familiar with geotechnical concerns, none knows as much about them as a competent geotechnical engineer.

Realize That Environmental Issues Have Not Been Addressed

If you have requested a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice always to have a site reviewed from an environmental viewpoint. A geotechnical engineer cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.



GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING

I. Scope of Work,

NASHnal Soil Testing, LLC (hereinafter called NST) shall perform the services defined in this contract and shall invoice the client for those services at the rates shown on the attached FEE SCHEDULE. Any estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only as an estimate, unless otherwise specifically stated in the contract. NST will provide additional services under this contract, as required to complete the engineering assignment, and/or as authorized by the Client and requested by the Client with charges for those additional services at the stated rates.

II. Soil Boring Locations and Elevations

It is desirable for NST to use its expertise in determining the number, depth, and locations of borings. However, it is understood that the Client may specify the number, location, or depth of borings. NST agrees to follow the Client's specifications to the extent practical. If the Client specifies the number, depth or locations of borings, Client agrees to accept the risk associated therewith, and agrees to indemnify and hold harmless NST from the claims of others arising there from. To the extent that the Client does not specify the number, locations, or depth of borings, such will be selected by NST personnel. NST will determine the ground surface elevations at the boring locations. If a benchmark is not available on the site, the elevations may be estimated from the topographic map (if one is provided). In using survey data provided by the Owner (for horizontal and vertical control), NST assumes no liability or responsibility to verify the accuracy of the survey data; we assume the survey data and/or benchmark elevations are correct as given. When NST uses a benchmark provided by the local municipality, county, or the state, we likewise assume no liability or responsibility in verifying the correctness of the elevation.

Since NST does not practice in the profession of land surveying, boring locations will be located in the field within the accuracy feasible. When the property lines are not surveyed and staked it may be necessary to approximately locate the borings by reference to available landmarks and landforms. In some cases, NST will request the Owner to either survey the boring locations before drilling starts, or after the completion of drilling. Such surveying will be carried out at no cost to NST. The boring locations shown on the Soil Boring Location Diagram are to be considered as approximate locations only.

III. Access to Site

Unless otherwise agreed, the Client will furnish NST with right-of-access to the site in order to conduct the planned exploration or field service. NST will take reasonable precautions to minimize damage due to its operations. NST has not included in the estimated charges the cost of restoration of any damage resulting from the operations, and will not be liable for such damage. If the Client directs, NST will restore the site and add the cost of restoration to the charges in accordance with personnel and equipment rates indicated on the FEE SCHEDULE.

IV. Utilities

In the prosecution of the work, we will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold us harmless for any damages to subterranean structures, which are not called to our attention and correctly shown or described on the documents furnished.

V. Discovery of Unconfirmed Pollution, Notification to the State

If we observe a substance at the ground surface, in a boring or an excavation, or if we observe a substance in contact with or within the groundwater, which in our professional opinion could potentially pollute surface waters or the groundwater, there is a legal obligation to notify the State of Illinois Emergency Management Agency, in accordance with the provisions of Title 29, Chapter I, Subchapter D, Part 430, (29-IAC-430) "Emergency Response." It is our understanding that this notification must be "immediate," usually interpreted by the Agency to be within 24 hours. We will attempt to notify you, our Client, first to have you do the notification, but if you do not assure us that you will do so, or if we are unable to communicate with you, we will then be obligated to notify the State directly. The requirements of this statute supersede the usual practice of client confidentiality, and Client agrees to hold NST harmless from any consequences arising from such notification.

VI. Invoices

a. Invoices will be submitted once a month or services performed during the prior month. Payment is due upon presentation and is past due after thirty (30) days of receipt of the invoice, unless specifically arranged otherwise in writing. The Client shall provide NST with a clear written statement within fifteen (15) days after the invoice date of any questions with respect to the invoice. Failure to provide NST with a clear written statement within fifteen (15) days shall constitute acceptance of an invoice as submitted. The Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month eighteen percent (18%) annually on past due accounts but not to exceed the maximum rate by law. The billing rates as described in the Agreement will be increased on the anniversary of the effective date of this agreement.

b. The Client's obligation to pay for the work contracted is in no way dependent upon the Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which NST is not involved, or upon the Client's successful completion of the project. It is agreed that all expenses incurred by NST in liens or collecting a delinquent amount, including but not limited to reasonable attorneys' fees, financial charges, witness personnel, document duplication, organization and storage costs, court costs, travel and subsistence, shall be paid to NST by the Client in addition to the delinquent amount.

VII. Ownership of Documents

NST will furnish two (2) copies of each report to the Client. The Client will be billed for additional copies at the cost of \$25.00 per copy.

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by NST, as instruments of service, shall remain the property of NST.

Client agrees that all reports and other work furnished to the Client or his agents who are not paid for, will be returned upon demand, and will not be used by the Client for any purpose whatsoever.

NST will not retain any records relating to the services performed following submission of the report.

NASHnal Soil Testing, LLC.
23856 West Andrew Road, Unit 103, Plainfield, IL 60585
Ph 630-780-5201, Fax 630-429-9099

City of Lockport
Tourism Attraction Grant Program
Scope of Work
24-335024

The Tourism Attraction Grant Program was created to provide grants to assist in the development or improvement of tourism attractions that increase the economic impact of tourism throughout the State of Illinois. The Tourism Attraction Grant Program is part of an effort to help reinvigorate tourism in Illinois, and help the tourism industry on a path to economic recovery and welcome more visitors to Illinois. Section 8a(1) of the Illinois Promotion Act (20 ILCS 665) authorizes the Department to make grants to Illinois counties, municipalities, units of local government, not-for-profit organizations, local promotion groups and for-profit businesses for the development or improvement of tourism attractions in Illinois.

A Tourism Attraction, for the purposes of this program, is defined as fishing and hunting areas, State parks, historical/cultural sites, area of historic or scenic interest, museums, recreation areas, botanical gardens, theme/amusement parks, interpretive programs and other facilities or businesses that attract or serve visitors that are open to the public for a minimum of 100 days per year and are marketed and promoted to visitors from more than 50 miles away.

The Grantee is a governmental entity providing services to the City of Lockport in Will County, Illinois.

The Grantee is situated along the Illinois and Michigan (I & M) canal and was the headquarters of the canal when the canal was operating. The canal right-of-way is now the Illinois and Michigan National Heritage Corridor which was established by President Reagan in 1984. Heritage Village was created by the Grantee within the National Heritage Corridor and runs along the I&M Canal itself. Heritage Village is an open-air museum where buildings are open the first weekend of the month from May-October and for special events. The buildings located within Heritage Village were rescued from demolition around Will County in the 1970s and 1980s and moved to their present location beginning in 2010. Prior to being moved to the Heritage Village the buildings had been stored in cargo containers off site until funds could be raised to reconstruct each building. Heritage Village is programmed by the Will County Historical Society for live re-enactments, school trips and other organization's meetings and events.

Grant funds will be utilized to construct a new destination playground within Heritage Village that pays homage to the Illinois & Michigan Canal. The specific location of the new playground was historically the canal boatyard, where canal boats were constructed and repaired south of the intersection of 2nd Street and the I&M Canal. The playground will be seamlessly integrated into the Heritage Village buildings within the National Heritage Corridor. The new playground equipment will include a zip line, custom play structures representing canal boats under construction, barrels and supplies as well as traditional standalone equipment suitable for a wide range of participants. On the west end, an overlook to the canal will provide a close-up view of the original canal walls. Seating and interpretive signage will be incorporated throughout. In addition, the Grantee will complete the reconstruction of the last remaining building for the open-air museum, the Log Cabin, which is currently in a cargo container stored within the city. Once reconstructed, the Log Cabin will play a central role in Will County Historical Society's interpretation activities.

Heritage Village's address is 249 W. 2nd Street in Lockport, Illinois and is less than one mile from the Gaylord Building, a National Trust property and home to an I&M Canal Exhibit. As the setting for the Grantee's Canal Days festival, which attracts over 40,000 each year, the playground will be a featured part of the children's programming. Regionally, Heritage Village serves as a major trailhead and rest spot for the I&M Canal bicycle trail, spanning the southwest corridor of the metropolitan Chicago area into partner counties. Children, as well as their parents who utilize the trail will find the playground a refreshing rest stop along the trail.

Specifically, Grant funds will be utilized for the following costs:

Contractual Services – to include costs associated with landscape architectural and permitting services for the design and development of the playground including schematic design, design development, and construction documents.

Capital Projects – to include costs associated with:

- Construction Preparation including items such as the purchase and installation of silt fence, stripping topsoil, contractor mobilization, installation of any protection fencing and associated preparation.
- The purchase and installation of play equipment and furnishings.
- Equipment, materials, and labor necessary to reconstruct the Log Cabin within Heritage Village.
- The purchase and installation of ground treatments such as mulch, and concrete for walkways and curbs.
- The purchase and installation of landscaping and fencing.

Interpretive Programs – to include costs associated with the purchase, fabrication, and installation of interpretive signage for exhibits.

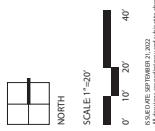
Any additional costs necessary for completion of this overall project will be covered by other funding sources as the required Match funding for this Grant.

This project will benefit the public by significantly increasing the number of visitors to the Grantee and its surrounding communities. Increased visitation results in higher hotel occupancy rates, more restaurant meals served, and boosted discretionary spending by tourists. These activities in turn generate increased tax revenue and hours of labor required to meet the visitors' needs.

Attachment A



RENDERED FOR
City of Lockport



RENDERED FOR
City of Lockport

Concept
Heritage Village Destination Playground
Lockport, Illinois





**Illinois
Department of Commerce
& Economic Opportunity**

JB Pritzker, Governor

Tourism Attraction Grant Program

NOFO ID: 2168-2633

Directions: Complete this program application and submit as part of your application to the Tourism Attraction Grant Program. Detailed information on the program and submission requirements can be found in the Notice of Funding Opportunity. If necessary, additional pages may be attached.

Legal/Common Name: City of Lockport

- 1. Provide a detailed project description including the viability of the attraction, why funds are needed, and whether the project is located within 30 miles of an area with supporting visitor services. For capital projects, provide a geographic and physical address location for the tourism attraction. For capital projects with infrastructure components, provide how the project will enhance the visitor amenities and experience and increase visitation to the tourism attraction.**

This grant will help to construct a new destination playground that pays homage to the Illinois & Michigan Canal and specifically this location, historically the canal boatyard, where the canal boats were constructed and repaired at the intersection of 2nd Street and the I&M Canal in Lockport. The playground will be seamlessly integrated into the Heritage Village buildings. The play apparatus include a zip line, custom play structures representing canal boats under construction, barrels and supplies as well as traditional standalone equipment suitable for a wide range of participants. On the west end, an overlook to the canal provides a close-up view of the original canal walls. Seating and interpretive signage will be incorporated throughout. In addition, the grant will support the reconstruction of the last remaining building in the Village itself. The Log Cabin structure will play a central role in the Village's historical interpretation activities. Constructing this park in the year of the 175th anniversary of the canal provides added meaning to the installation. Related to visitor services, the location is less than a mile from the Gaylord Building, a National Trust property and home to an I&M Canal

Exhibit, as well as the Illinois State Museum (Lockport location). Restrooms are available on site as well as at the Gaylord Building and Illinois State Museum.

Simply put, this project will not happen without the support of the grant. The Lockport Women's Club has targeted this project as their primary focus for the past three years through events and other fundraising opportunities. They are providing \$40,000 of the grant funding match from their fundraising efforts. The City has partnered with them throughout the initiative including developing the conceptual design for the space found in Attachment A. In addition, the Will County Historical Society has not been able to garner the funding necessary to install the Log Cabin buiding to complete, and expand, the outdoor museum. The City, as owner of the property, will lead the project and provide the match funding with other agencies and organizations able to support the project if it comes to fruition via this funding cycle.

The impact of the project will be multi-dimensional. At its core, the playground will provide a daily destination for families that live close to the Heritage Village. Its impact will expand far beyond the local residents. As the setting for the City's Canal Days festival, attracting over 40,000 each year, the playground will be a featured part of the children's programming. Being the north terminus of what the City calls its Canal District, it is a featured location bookended with the historic Lock 1 on the south end of the District with the nationally-registered downtown and its restaurants, shops and supplemental historic destinations in between. Regionally, the Heritage Village serves as a major trailhead and rest spot for the I&M Canal bicycle trail, spanning the southwest corridor of the metropolitan Chicago area into our partner counties. Children, as well as their parents, utilizing the trail will find the playground a refreshing rest stop along the trail.

2. Describe how the project has the potential for sustainable economic growth and job creation, or a significant impact on the area's overall tourism efforts.

The City and Village of Lemont consider our section of the Des Plaines Valley to be a recreation corridor. The combination of The Forge in Lemont, The Canyons disc golf, Legacy Sports and Hellsgate Haunted House in Lockport, the I&M Canal Trail throughout the canal corridor and the Isle la Cache Museum in Romeoville provide a compelling weekend destination that the playground and Heritage Village will only support further to create a sustainable economic growth engine, continuing to enhance our regional tourism efforts.

3. Describe if the Project will be completed and open to the public with regular scheduled hours at the end of the grant period.

The project will be completed by the end of the 2024 construction season and will be open 365 days per year from sunrise to sunset.

4. Describe if and how the project will increase expenditures from additional visitors to generate a return on investment (ROI) for the State within three years.

The City and our partners firmly believe that the addition of the playground and the expansion of the Heritage Village will draw visitors and residents alike to the City's historic downtown for food, drink, shopping and the best candy and ice cream around. The sales tax generated by these visits will benefit not only the State but also the City and our capital improvement efforts throughout town, inclusive of the grant match for this project. Additional hotel stays for visitors and extended families will be generated as a part of exceptional weekend recreational planning opportunities.

5. Describe how the tourism attraction is currently being marked or will be marked to visitors outside of a 50-mile radius.

The City will use an omnichannel approach to marketing the Heritage Village Destination Playground. Along with all of our partner's social media networks and websites, which provide for easy advertising, the City will utilize the marketing resources available through Heritage Corridor Destinations (HCD) to broadcast the playground to the region, using a feature article in one of the quarterly print magazines focused on canal towns, of which Lockport is one. In addition, the HCD provides a social media and website footprint for visitors from outside the region who actively plan weekends in the Corridor. The City manages an annual marketing budget that will be put to use in advertising the playground to the community and beyond. Articles in the Herald News, highlights in our WJOL radio segments, social media campaigns, digital billboards at our City entrances and cross marketing with other destinations like the Forge and Canyons disc golf course will continue the awareness campaign.

6. Describe how the costs itemized on the uniform budget are reasonable and necessary to enhance or develop the tourism attraction.

Based on cost opinions provided by the City's landscape architecture consultant,

Hitchcock Design Group (HDG), the project is estimated to cost \$697,815 (including Consultant fees). A plan of the playground is enclosed in this application. The plan outlines the scope of the project and relation to the existing Heritage Village. The State's commitment would be \$348,907.50. Of the match funding, the City is supplying \$288,907.50, the Lockport Women's Club (LWC) is contributing \$40,000 and \$20,000 is anticipated in donated products for the playground. If granted, the City believes other funding partners, similar to the LWC and other local businesses will support the project financially. The funds will be spent on construction costs and design fees as detailed in the attached budget form. The City will use their own project management services in addition to construction administration services with HDG to execute the construction.

The quality of the place makes a difference and we believe that the costs identified in the budget will provide a destination playground consistent with the quality of the City's downtown, the Heritage Village and other destination playgrounds such as Harvester Park in Burr Ridge, IL and Bison's Bluff in Schaumburg, IL.

7. Describe how the Project will adequately track and evaluate successes and outcomes.

In order to track and evaluate the impact of the space, the City will create a QR code that will be mounted at the entrance to the playground which will link to a three question survey that asks visitors to rank their experience in the park, whether they will visit another restaurant or store before or after, whether or not they plan to return and what zip code they live in. This type of easy and quick four question survey will help the City and our partners better understand where people are going, where they came from and whether or not the installation of the park is having the predicted impact on stores and restaurants as anticipated. The City estimates that the primary audience will be from the 60441 zip code, that approximately 30% of visitors buy food or goods directly before or after using the playground and that most will say that they would return for another visit.

8. Describe how the attraction meets the definition of a tourism attraction as defined as fishing and hunting areas, State parks, historical/cultural sites, areas of historic or scenic interest, museums, recreation areas, botanical gardens, theme/amusement parks, interpretive programs and other facilities or businesses which attract or serve visitors that are open to the public for a minimum of 100 days per year (if the tourism attraction is entirely event-driven, then it shall be open for a minimum of 200 hours per year), and are marketed and promoted to visitors from more than 50 miles away.

The Heritage Village Destination Playground meets the definition of a tourism attraction, as defined in the NOFO for the grant, in multiple ways. Not only is it a historical and

cultural site, an area of historic or scenic interest, an outdoor museum and include interpretive programs (both passive and live action during festivals) but it is also in the middle of the country's first National Heritage Corridors. This attraction will be open 365 days per year and will be marketed throughout the region and country via our partners at Heritage Corridor Destinations. Because children are the number one drivers of parent's activities, it is inherent in the attraction itself that it will drive expenditures in our downtown and in our community which would not have happened without it being in place. Given the confluence of the I&M canal history, the regional bike trail, the Heritage Village outdoor interpretive buildings, the adjacent major city festivals and the proximity to Lockport's downtown, the playground can, and will, be an effective driver of tourism to Lockport.

9. Describe how the project will increase visitation, length of stay and/or tourism expenditures from outside 50 miles.

The Heritage Village destination playground will not only support the Heritage Village, but will also support the adjacent location for the City's largest festival, Old Canal Days. This event, which draws thousands of people annually from outside of 50 miles, will expose countless kids and families to the City's heritage in a way that extends their stay at the festival, building additional spending during the festival and afterwards throughout the community and, in particular, downtown. Canal Days is but one event that the playground will enhance. Lockport hosts Car Shows, Monday Night Concerts, Fridays in the Park, Spooky Night Out, Coffin Races and Christmas in the Square; all of which the playground will lengthen the stay for, and diversify the audience of, each event. In addition, thousands of cyclists and their families travel the regional I&M Canal Trail, thousands of visitors travel Route 66 (Lockport is a portion of the interpretive corridor) and come for the Illinois State Museum.

10. Describe the overall effectiveness of the project.

The Heritage Village has been a longstanding part of the City of Lockport's tourism efforts, in addition to the City's central location along the Illinois and Michigan (I&M) Canal National Heritage Area as well as the Route 66 interpretive corridor. This has allowed us to attract trail and corridor users into our downtown to eat, shop, learn and relax.

Originally located along 9th Street south of our historic Gaylord Building, the Heritage Village outdoor museum includes buildings from throughout Will County. In 2009, the buildings were relocated to the north end of the downtown corridor just south of 2nd

Street on the east side of the I&M Canal to establish a new attraction that draws visitors throughout the I&M Canal corridor. The relocation placed the buildings in a more appropriate setting but it has had limited use because of the required programming necessary to draw people to visit. During events, the Village will draw a few hundred people, but during non-programmed times very few, if any, people visit. The new Heritage Village destination playground (Attachment A) will expand this outdoor museum to be a daily attraction, resilient to the next pandemic, open seven days a week, from sunrise to sunset, that exposes kids and parents to the history that not only Lockport has, but is a representation of Will County's history, all while watching their kids enjoy nature-based play focused on the Corridor's history as a key shipping channel.

Programmatic Risk Assessment (required):

This information will be used in conjunction with responses in the program application to analyze programmatic risk.

Financial Stability:

1) How significant is the funding need in relation to your overall organizational budget?

Click or tap here to enter text.

Management Systems and Standards:

1) Have there been any significant changes in your organization in the last fiscal year related to, if yes check all that apply:

- Leadership
- Significant Program/Grant Initiative
- Structural structure
- Fiscal changes
- Statutory or regularity requirements
- Other, please explain: Click or tap here to enter text.

2) Does your organization have written policies and procedures that guide program delivery on the following topics, click all that apply:

- Quality assurance
- Outcome tracking and reporting mechanisms.
- Relevant documentation of services/goods delivered.
- Staff performance management policies and procedures
- Personnel policies and procedures that include conflict of interest statements.
- Complaint/grievance resolution policies and procedure
- Governing body policies and procedures that includes conflict of interest statements.
- Safeguarding funds, property, and other assets against loss from unauthorized use or disposition
- Management of grant term extensions, where applicable

3) Does your organization have internal controls that govern program delivery on the following topics, click all that apply:

- Quality assurance reporting

- Appropriate (to industry) supervision of staff
- Unit costs analysis and management
- Accreditation/licensing compliance program

History of Performance:

- 1) **How many years of experience does the project leader/key staff member have managing the scope of services required under this program?**
 - 3 years or more
 - 1-2 years
 - Less than 1 year

Capacity:

- 1) **What is the staffing plan for the program implementation, are there reasonably planned resources available?**

Click or tap here to enter text.

- 2) **Will the grant funds be less than 25% of the organizations budget?**
 - Yes
 - No

Reporting:

- 1) **Does the organization have adequate resources to meet reporting requirements such as identifying a designee to oversee performance reporting? Is there a separation of duties to ensure accurate, and validated reporting?**
 - Yes
 - No
- 2) **Are there mechanisms in place to ensure accuracy and integrity to data points collected, verified, and reported?**
 - Yes
 - No



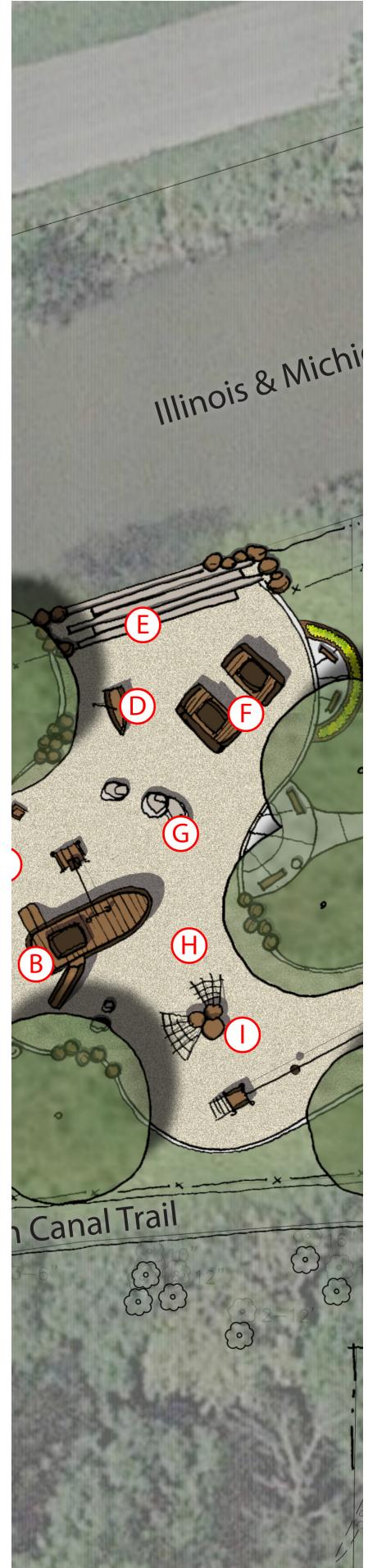
Tourism Attraction & Festivals Grant Program (TAP)

Letters of Support

Heritage Village destination playground

City of Lockport, Illinois

December 15, 2023





P.O. Box 256
Lockport, IL 60441

December 9, 2023

Mayor Steven Streit
City of Lockport
222 E. 9th Street
Lockport, IL 60441

Dear Mayor Streit,

On behalf of the Lockport Woman's Club, I wish to offer our full support to your TAP grant application. As you know, we have been working to make this playground a reality for a number of years and appreciate the City taking the lead on advancing that effort. We would be proud to be a financial contributor to the effort through legacy fundraising, which we initiated in 2019.

We fervently believe that the playground will be a catalyst for the area that will bring families to the historic I&M Canal and Heritage Village, expanding this wonderful outdoor museum into a daily attraction. Additionally, we believe that the families drawn to the playground will also stop and patronize our local stores and restaurants.

Best regards,

Janine Wheeler

Janine Wheeler
President, Lockport Woman's Club
president@lockportwomansclub.org

The Lockport Woman's Club is a 501(c)3 organization dedicated to philanthropic endeavors.
Visit www.lockportwomansclub.org for information.



2701 Black Road, Suite 201
Joliet, IL 60435
T 815.216.9960
HCDestinations.com

December 8, 2023

Mayor Steven Streit
City of Lockport
222 E 9th Street
Lockport, IL 60441

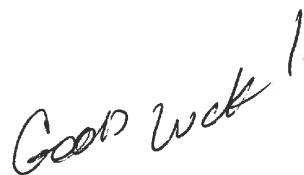
Dear Mayor Streit,

Heritage Corridor Destinations enthusiastically supports your TAP grant application to construct the Heritage Village destination playground. As the primary organization tasked with marketing the entire Heritage Corridor, we are excited about the opportunities the playground offers to support your downtown restaurants and shops as well as supporting all of the wonderful recreational activities that the Corridor provides.

We welcome the opportunity to support the marketing of the playground when it is constructed and believe that it can be another key piece of the Corridor's attraction to the region.

Sincerely,


Robert Navarro, Ph.D.
President & CEO


Good Work!



ReconnectWithNature.org

17540 W. Laraway Road
Joliet, IL 60433
815.727.8700 • Fax 815.722.3608

December 7, 2023

Mayor Steven Streit
City of Lockport
222 E. 9th Street
Lockport, Illinois 60441

RE: Tourism Attraction and Festivals Grant – Canal Play Space

Dear Mayor Streit,

On behalf of the Forest Preserve District of Will County, I want to express our support for your application to the Tourism Attraction and Festivals Grant Program for the Canal Play Space at Heritage Village. The project makes a great addition to Downtown Lockport, Heritage Village, Lincoln Landing, and the I&M Canal Trail. The Forest Preserve often promotes family rides from the Isle a la Cache in Romeoville south along the trail into Downtown Lockport and north from the Joliet Iron Works Historic Site in Joliet. The project will provide another great destination for families traveling into downtown Lockport for those rides, as well as others visiting on their travels.

Good luck with the application and thanks for continuing to make downtown Lockport a great destination!

Sincerely,

A handwritten signature in black ink that reads "Ralph Schultz".

Ralph Schultz
Executive Director

Bringing People and Nature Together

COMMISSIONERS: Steve Balich • Julie Berkowicz • Daniel Butler • Natalie Coleman • El Costa • Katie Deane-Schlottman
Janet Diaz • Mica Freeman • Vince Logan • Judy Ogalla • Destinee Ortiz • Frankie Pretzel • Mark Revis • Jim Richmond
Jackie Traynere • Joe VanDuyne • Sherry Williams • Denise Winfrey



December 7, 2023

Mayor Steven Streit
City of Lockport
222 E. 9th Street
Lockport, IL 60441

Re: Tourism Attraction and Festivals Grant Program

City of Lockport:

I wish to express my support for the City of Lockport's application for the Illinois Department of Commerce & Economic Opportunity Tourism and Festivals Grant Program for a destination playground adjacent to the Heritage Village along the Illinois and Michigan Canal. This is a key location on city-owned property and would enhance this area along with adding a new point of destination along the canal.

Gaylord Building Historic Site fully supports the City and the Lockport Women's Club's efforts to create this family friendly destination which would further enhance the beautification and revitalization of Downtown Lockport and the I&M Canal area.

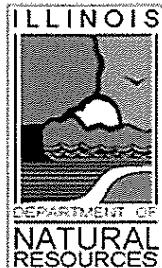
Thank you for your consideration. If you have any questions or require additional information, please contact me at powens@gaylordbuilding.org.

Sincerely,

Pamela J. Owens
Executive Director
Gaylord Building Historic Site

200 West 8th Street Lockport, Illinois 60441
815-838-9400 gaylordbuilding.org





Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

JB Pritzker, Governor

Colleen Callahan, Director

September 20, 2023

Mayor Steven Streit
City of Lockport
222 E. 9th Street
Lockport, IL 60441

Dear Mayor Streit,
On behalf of the Illinois Department of Natural Resources (IDNR), I am expressing my support for the City's application to the Tourism Attraction and Festivals Grant Program. The proposed Heritage Village destination playground will be an exciting amenity along the I&M Canal trail corridor that enhances and expands the visitor experience. The Heritage Village area has long needed a daily attraction to make full use of this wonderful outdoor museum and we believe the playground can provide just that; a family-friendly destination along the I&M Canal that will attract kids and their parents, make cyclists on the trail linger longer, enhance the canal experience and support the fine restaurants and shops in downtown Lockport. We have been an enthusiastic partner with the City on recent bike trail enhancements in this same area and look forward to a future where all generations can take advantage of this great Illinois resource.

Sincerely,

A handwritten signature in cursive ink that reads "Daniel L. Bell".

Daniel L. Bell
Site Superintendent
Illinois & Michigan Canal State Trail

CC: File



Main Street Lockport, Inc.
911 S. State Street
Lockport, IL 60441
(815) 600-2489
mainstreetlockport@gmail.com

December 7, 2023

Mayor Steven Streit
222 E. 9th Street
Lockport, IL 60441

Dear Steve,

The Board of Main Street Lockport write this letter of enthusiastic support for the creation of the Heritage Village destination playground. We believe that the construction of this playground, along with the other attractions in the Heritage Corridor, will help our member's businesses return to, and exceed, their pre-pandemic levels.

This destination site provides a unique opportunity to add to the recreational and educational offerings within the Heritage Corridor footprint. It will enhance the eco-tourism outreach potential for attracting visitors and provide a haven for local residents of all ages.

As an organization focused on the four pillars of the national Main Street program - Economic Development, Design, Organization and Promotion - the playground can be another important cog in the engine for Lockport's tourism efforts. We hope that the State finds the opportunity as exciting as we do and fully funds the grant request!

Sincerely,

Steve Winters

Steve Winters, President
Main Street Lockport, Inc.



AMERICA'S 1ST
NATIONAL HERITAGE AREA
www.iandmcanal.org

CANAL CORRIDOR ASSOCIATION
COORDINATING ENTITY

BOARD OF DIRECTORS

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RICHARD J. MOONEY

Honorary Directors
GERALD W. ADELmann
NANCY STEVENSON

President/CEO
ANA B. KOVAL

Date: September 21, 2023

To: Illinois DCEO

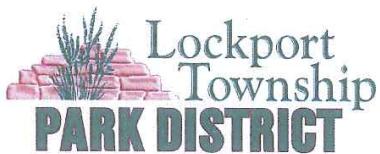
From: Ana B. Koval
President/CEO
Canal Corridor Association

Re: **Support for the City of Lockport's Heritage Playground DCEO Tourism Attractions & Festivals Grant Program submittal**

On behalf of the Canal Corridor Association, it is my pleasure to submit this letter of support for the City of Lockport's efforts to design and construct a destination heritage-themed playground along the I&M Canal and trail in Lockport adjacent to the existing Heritage Village. The Canal Corridor Association, the coordinating entity for the Illinois & Michigan Canal National Heritage Area (IMCNHA) has been partnering with the City of Lockport on bicycle rentals and further promoting the use of the trails of the Illinois & Michigan Canal National Heritage Area. We have invested in interpretive signs throughout the trail in Lockport.

This playground will provide an expanded programming opportunity which builds on the Illinois Department of Natural Resources' trail development, the Canal Corridor Association's interpretive signage and bicycle rentals, and the City of Lockport's development of Heritage Village and other public spaces along the canal. We are always looking for family activities for our visitors and this playground will create another destination for families with children. We are confident that the City of Lockport will create a quality space to add to the other visitor venues in the Illinois & Michigan Canal National Heritage Area (IMCNHA).

We strongly support the City of Lockport's application and recommend that the State of Illinois support this application for funding.



1811 S. Lawrence Avenue
Lockport, Illinois 60441
(815) 838-1183
Fax: (815) 838-4974
www.lockportpark.org

December 7, 2023

Dear Mayor Streit,

The Lockport Township Park District has had a longstanding partnership with the City improving the I&M Canal area between Division and 2nd Streets. The improvements that have been made, including the Scalehouse, Main Street plantings, management and care of the shoreline, planting of new trees and the recent improvements to the Heritage Village portion of the bike trail have improved the canal experience for residents and visitors alike. These additions do not go unrecognized as we have recently heard from residents on the paving project completed earlier this year.

It is with that partnership in mind that we express our wholehearted support for the Heritage Village destination playground project and the City's TAP grant submittal. This playground will enhance the City itself and bring additional visitors that would not have otherwise come to the City, downtown and canal to experience all that Lockport has to offer. As with the Lincoln Landing, State Museum gardens and future rehabilitation of Lock 1, we know that recreation can support not only our shared recreation objectives but also enhance the businesses downtown and throughout the community who suffered the most during the pandemic.

Sincerely,

Bill Riordan
Executive Director

RESOLUTION NO. 24-098

RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH V3 COMPANIES TO
PERFORM DESIGN SERVICES FOR THE HERITAGE VILLAGE PLAYGROUND
IN AMOUNT NOT TO EXCEED \$74,000

WHEREAS, the City of Lockport's was awarded a grant via the State's Department of Commerce and Economic Opportunity Tourism Attraction and Programming Grant Program in the amount of \$348,907 (50% of the total project cost of \$697,814); and

WHEREAS, in order to effectively and efficiently document the design and coordinate the State permitting, a consultant is necessary to guide the corporate authorities, staff and residents through the planning phases of the project; and

WHEREAS, the Mayor and the City Council of the City of Lockport have determined that the project is a necessary investment in the Heritage Village area, the overall Heritage Commons area of the Star Innovation District and a component of our I&M Canal experience from our Historic District to the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LOCKPORT, ILLINOIS, AS FOLLOWS:

SECTION 1: Authorize the City Administrator to enter into a Professional Services Agreement with V3 Companies to complete the work outlined in the scope of services for an amount not to exceed \$74,000.

SECTION 2: This Resolution shall become effective immediately upon passage and approval as provided by law.

PASSED this _____ day of _____, 2024, with:

ALDERMEN voting aye ALDERMEN abstaining

ALDERMEN voting nay ALDERMEN absent

The MAYOR voting aye _____, voting nay _____, not voting _____

BARTELSSEN BERGBOWER KING GILLOGLY

MCDONALD PUGH SABAN DESKIN

MAYOR

Steven Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk



Committee of the Whole

Agenda Memorandum

Item # PW-1

To: Mayor & City Council

From: Brian Lovering, Director of Public Works & Engineering

Subject: **Proposal for Briggs Street Pumping Station Amendment #1 from Thomas Engineering Group in the Amount of \$397,000, for a Revised Total Contract Amount of \$836,147.30**

Date: Wednesday, September 4, 2024

BACKGROUND/HISTORY

On August 3, 2022, City Council approved Resolution No. 22-069 authorizing City staff to execute a contract with Thomas Engineering Group for Phase III Construction Engineering Services for the Briggs Street Pumping Station Replacement Project. The contract was executed for an amount not to exceed \$439,147.30, for professional construction engineering services to be provided by Thomas Engineering Group over work to be performed by Integral Construction between September 1, 2022, and December 31, 2023. Integral's contract with the City required substantial completion on October 1, 2023, which did not occur and in October 2023, the City terminated Integral Construction's contract.

On March 20, 2024, the City Council approved a completion agreement with Liberty Mutual and Airy's Inc. (Resolution No. 24-041) for the completion of the project. Per the completion agreement, Airy's Inc. is to complete the project by December 31, 2024. With Airy's Inc. under contract to complete the project, the City requested Thomas Engineering Group to continue to provide Phase III Construction Engineering Services through project completion, currently anticipated by June 30, 2025, due to unforeseen material manufacturing delays. Contract amendment #1 in the amount of \$397,000.00, is needed to oversee completion of the project.

Original Contract Amount \$439,147.30
Contract Amendment #1 \$397,000.00
Revised Contract Amount \$836,147.30

PROS/CONS/ALTERNATIVES

N/A

RECOMMENDATION

Approve Resolution No. 24-089 to accept proposal for Briggs Street Pumping Station Amendment #1 from Thomas Engineering Group in the amount of \$397,000, for a revised total contract amount of \$836,147.30.

ATTACHMENTS

Resolution No. 24-089 Accept proposal for Briggs Street Pumping Station Amendment #1 from Thomas Engineering Group in the amount of \$397,000, for a revised total contract amount of \$836,147.30

Amendment #1 Briggs St. Lift (Final REF 8.16.24)-signed

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

RESOLUTION NO. 24-089

**A RESOLUTION TO ACCEPT PROPOSAL FOR BRIGGS STREET PUMPING STATION AMENDMENT #1 FROM
THOMAS ENGINEERING GROUP IN THE AMOUNT OF \$397,000, FOR A REVISED TOTAL CONTRACT
AMOUNT of \$836,147.30**

WHEREAS, the City of Lockport has determined a need for additional Phase III Construction Engineering Services due to unforeseen material manufacturing delays; and

WHEREAS, Additional time and effort are needed to facilitate the extended construction project, ensure quality and compliance with the contract documents, protect the interest of the City, and process/finalize project close-out documentation; and

WHEREAS, Thomas Engineering Group has provided a proposal in the amount of \$397,000, for a revised total contract amount of \$836,147.30;

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Lockport, Will County, Illinois, as follows:

SECTION 1: The City Administrator and staff are authorized to accept the Briggs Street Pumping Station amendment #1 proposal from Thomas Engineering Group in the amount of \$397,000, for a revised total contract amount of \$836,147.30.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this _____ day of _____, 2024, with:

____ ALDERMEN voting aye ____ ALDERMEN abstaining

____ ALDERMEN voting nay ____ ALDERMEN absent

The **MAYOR** voting aye _____, voting nay _____, not voting _____

____ SABAN ____ GILLOGLY ____ BERGBOWER ____ MCDONALD

____ PUGH ____ KING ____ DESKIN ____ BARTELSSEN

____ **MAYOR**

Steven Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk



Briggs Street Pumping Station Replacement Project

City of Lockport (CITY)

Phase III Construction Engineering Services – Amendment No. 1

AMENDMENT NO. 1 SUMMARY – ADDITIONAL PHASE III CONSTRUCTION OVERSIGHT SERVICES

On August 3, 2022, City Council approved Resolution No. 22-069 authorizing City staff to execute a Contract with Thomas Engineering Group, LLC (TEG or CONSULTANT) for Phase III Construction Engineering Services related to the City's Briggs Street Pumping Station Replacement Project (Project). The Contract, between the CITY and CONSULTANT, was executed for an amount not to exceed (NTE) \$439,147.30, for professional construction engineering services to be provided by CONSULTANT over work to be performed by Integral Construction, Inc. (Resolution No. 22-078) between September 1, 2022, and December 31, 2023. CONSULTANT'S proposal reflected a full-time Resident Engineer and support staff over a construction duration of 16 months, or approximately 72 weeks, including preconstruction activities, one winter shutdown in the winter 2022, and final documentation closeout.

Integral's contract with the CITY required substantial completion on October 1, 2023, which did not occur and in October 2023, the CITY terminated Integral Construction, Inc.'s contract and issued a NOTICE OF CLAIM ON PERFORMANCE BOND. On March 20, 2024, after months of negotiations, the City Council approved a Settlement Agreement with Integral Construction, Inc. and its bonding company, Liberty Mutual (Resolution No. 24-040), and approved a Completion Agreement with Liberty Mutual and Airy's Inc. (Resolution No. 24-041) for the completion of the Project. Per the Completion Agreement, Airy's Inc. is to complete the Project by December 31, 2024. The Settlement Agreement pertains to the settlement payment the CITY received from Liberty Mutual as compensation for its costs and expenses related to Integral's failure to perform and to the final completion of the Project by Airy's Inc. Between September 1, 2022, and March 20, 2024, TEG continued to fulfill its Contract obligations with the CITY and, at the CITY's request, also aided the City's outside counsel during negotiations with Liberty Mutual.

With Airy's Inc. under contract to complete the Project, the CITY requested TEG to continue to provide Phase III Construction Engineering Services through project completion, currently anticipated by June 30, 2025, due to unforeseen material manufacturing delays. As a result, additional time and effort are needed to facilitate the extended construction Project, ensure quality and compliance with the Contract Documents, protect the interest of the CITY, and process/finalize project close-out documentation. The justification for Amendment No. 1 is based on the extended construction duration and unpredictable performance of the previous contractor as outlined above.

Since the project started in late August 2022 and through July 12, 2024, TEG incurred costs of \$439,071.55. With Airy's Inc. under contract to compete the Project, TEG anticipates a need to continue to provide a full-time Resident Engineer and support staff over a construction duration of approximately 5 months or 23 weeks (July 13, 2024, thru December 31, 2024) and part-time Resident Engineer and support staff over the remaining construction duration of approximately 6 months or 26 weeks at a cost of \$397,000.00 (including



\$6,400.00 for Rubino Engineering to provide material testing services). Therefore, Contract Amendment No. 1, in the amount NTE \$397,000.00, is needed to oversee completion of the Project.

FEES

The supplement for additional services described in this request for Contract Amendment No. 1 is summarized as follows:

Original Contract Amount	\$439,147.30
Contract Amendment No. 1	\$397,000.00
Revised Contract Amount	\$836,147.30

We appreciate the opportunity to submit this request for Amendment No. 1 and we trust it meets with your approval. Please contact me at (847) 815-9500 if you have any questions.

Respectfully,
thomas engineering group, llc

A handwritten signature in blue ink, appearing to read "K C VanDeWoestyne".

Kevin C. VanDeWoestyne, P.E., Env. Sp.
Municipal Department Head

ACCEPTED AND AGREED TO:

CITY OF LOCKPORT

By: _____
Authorized Signature

Date: _____

Printed Name and Title



Committee of the Whole

Agenda Memorandum

Item # PW-2

To: Mayor & City Council

From: Brian Lovering, Director of Public Works & Engineering

Subject: **Proposal for I&M Canal Outfall Improvements Amendment #1 from HR Green in the Amount of \$25,350, for a Revised Total Contract Amount of \$59,365.00**

Date: Wednesday, September 4, 2024

BACKGROUND/HISTORY

The City has determined a need for additional areas of drainage improvements which were not anticipated in the development of the original scope of services. Additional areas of drainage improvements were added to the project requiring additional topo survey, design, permitting, construction observation, and related coordination.

1. Area located west of the Canal at the intersection of 8th Street and Canal Street

2. Area located west of the Canal at the intersection of W. 10th Street and Daviess Ave

-Efforts include topographic survey, design of storm sewer, utility coordination, permitting, quantities pay items, opinion of probable construction costs, and construction observation.

Additional efforts are required for design and detailing of bridge pier removal and project access plan. HR Green has provided a proposal for additional services in the amount of \$25,350, for a revised total contract amount of \$59,365.00.

PROS/CONS/ALTERNATIVES

N/A

RECOMMENDATION

Approve Resolution No. 24-090 to accept proposal for I&M Canal Outfall Improvements Amendment #1 from HR Green in the amount of \$25,350, for a revised total contract amount of \$59,365.00.

ATTACHMENTS

Resolution No. 24-090 Accept proposal for I&M Canal Outfall Improvements Amendment #1 from HR Green in the amount of \$25,350 for a revised total contract amount of \$59,365.00

Addm 08062024 Amendment #1 (I&M-Canal-Added-Outfalls)

Location Map

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

RESOLUTION NO. 24-090

**A RESOLUTION TO ACCEPT PROPOSAL FOR I&M CANAL OUTFALL IMPROVEMENTS AMENDMENT #1
FROM HR GREEN IN THE AMOUNT OF \$25,350, FOR A REVISED TOTAL CONTRACT AMOUNT OF
\$59,365.00**

WHEREAS, the City of Lockport has determined a need for additional areas of drainage improvements which were not anticipated in the development of the original scope of services; and

WHEREAS, Additional areas of drainage improvements were added to the project requiring additional topo survey, design, permitting, construction observation, and related coordination; and

WHEREAS, HR Green has provided a proposal in the amount of \$25,350, for a revised total contract amount of \$59,365.00;

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Lockport, Will County, Illinois, as follows:

SECTION 1: The City Administrator and staff are authorized to accept the I&M Canal Outfall Improvements amendment #1 proposal from HR Green in the amount of \$25,350, for a revised total contract amount of \$59,365.00.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this _____ day of _____, 2024, with:

_____ ALDERMEN voting aye _____ ALDERMEN abstaining

_____ ALDERMEN voting nay _____ ALDERMEN absent

The **MAYOR** voting aye _____, voting nay _____, not voting _____

_____ SABAN _____ GILLOGLY _____ BERGBOWER _____ MCDONALD

_____ PUGH _____ KING _____ DESKIN _____ BARTELSSEN

_____ **MAYOR**

Steven Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk

HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

THIS AMENDMENT, made this _____ day of _____, 2024 by and between, City of Lockport the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

City of Lockport, IL – I & M Canal Outfall Improvements

hereby amends the original Professional Services Agreement dated August 7, 2023 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

1. I & M Canal Outfall Improvements for City of Lockport, IL – Additional areas of drainage improvements were added to the project requiring additional topo survey, design, permitting, construction observation, and related coordination associated with the following items which were not anticipated in the development of the original scope of services.

- Client requested to add drainage improvements to the area located west of the canal at the intersection of 8th Street and Canal Street. Additional efforts associated with topographic survey, design of storm sewer, utility coordination, permitting, quantities pay items, opinion of probable construction costs, and construction observation (assumes 24 additional working hours at 4 hours/day on-site) will be required for is added area of improvements. The following additional effort is estimated to be required beyond the original scope of services.
- Client requested to add drainage improvements to the area located west of the canal at the intersection of W. 10th Street and Davies Street. Additional efforts associated with topographic survey, design of storm sewer, utility coordination, permitting, quantities pay items, opinion of probable construction costs, and construction observation (assumes 24 additional working hours at 4 hours/day on-site) will be required for is added area of improvements.
- Additionally, efforts are required for design and detailing for the following items:
 - Bridge Pier Removal
 - Project Access Plan
- The following additional effort is estimated to be required beyond the original scope of services for all the above noted additional services requested:
 - Topographic Survey effort = 24.00 hours
 - Survey sub-total = \$3,450.00
 - Design effort = 88.00 hours
 - Design sub-total = \$13,850.00
 - Construction Observation effort = 48 hours
 - Construction Observation w/ direct costs sub-total = \$8,050.00

Total anticipated additional Survey, Design, Construction Document Preparation, & Construction Observation Services

- *Additional Services = 160 hours*

➤ *Sub-total for labor & direct costs = \$25,350.00*

CLIENT Project Number: N/A
COMPANY Project Number: 2302806

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

Per current rate schedule with an estimated fee to be increased by Twenty-Five Thousand Three Hundred Fifty Dollars (\$ 25,350.00)

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is Fifty-Nine Thousand Three Hundred Sixty-Five & 00/100 written total compensation after this Amendment] Dollars (\$ 59,365.00)

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

Sincerely,



T. Scott Creech, P.E.
Project Manager

CITY OF LOCKPORT

HR GREEN, INC.



Timothy J. Hartnett
By: President Governmental Services

By:

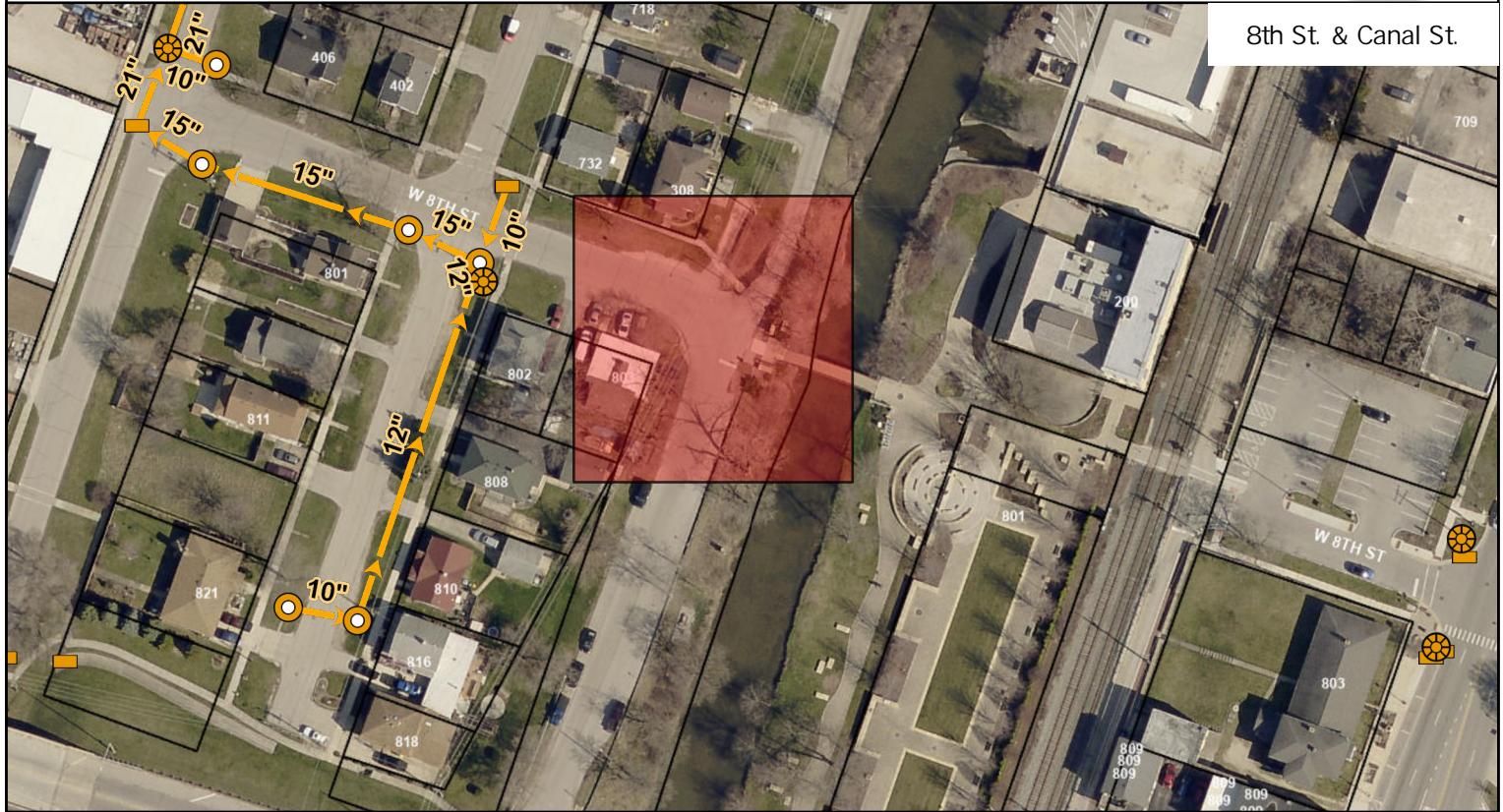
City of Lockport

Illinois **Public Works & Engineering**

I&M Drainage Improvements



8th St. & Canal St.



10th St. & Daviess Ave.



Legend

Storm Sewer



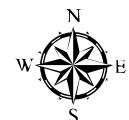
■ Inlet



Vault



Project Location



0 30 60 120

Feet

1 inch = 116 feet

USER: PW & ENG

DATE: 8/26/2020

290



Committee of the Whole

Agenda Memorandum

Item # PW-3

To: Mayor & City Council

From: Brian Lovering, Director of Public Works & Engineering

Subject: Proposal from V3 Companies, Ltd. in the Amount of \$98,000.00 for IL RT 7
Drainage Improvements

Date: Wednesday, September 4, 2024

BACKGROUND/HISTORY

The project is the restoration of the 340 linear feet of drainage ditch that conveys the stormwater from the Drake Subdivision to the box culvert at IL Route 7. Over several years this drainageway has experienced erosion of the banks, siltation of the bottom of the ditch and vegetation overgrowth. The proposal includes tree clearing, grading, spoil removal, reshape banks and ditch bottom, stabilization for banks, and final restoration. This improvement will reduce potential flooding issues within the Drake area and reduce City maintenance of this drainage way.

PROS/CONS/ALTERNATIVES

N/A

RECOMMENDATION

Approve Resolution No. 24-091 to accept proposal for IL RT 7 drainage improvements from V3 Companies, Ltd. in the amount of \$98,000.00.

ATTACHMENTS

Resolution No. 24-091 Accept proposal for IL RT 7 drainage improvements from V3 Companies, Ltd. in the amount of \$98,000.00

[IL Route 7 Drainage Imp. V3 Proposal dated 08-21-2024](#)

[Location Map](#)

SPECIFIC CITY COUNCIL ACTION REQUIRED

Request for item to be placed on the City Council agenda for consent or action.

RESOLUTION NO. 24-091

A RESOLUTION TO ACCEPT PROPOSAL FOR IL RT 7 DRAINAGE IMPROVEMENTS FROM V3 COMPANIES, LTD. FOR A TOTAL NOT-TO-EXCEED FEE OF \$98,000.00

WHEREAS, the City has requested design engineering services for IL RT 7 drainage improvements; and

WHEREAS, the project is full restoration of the ditch line running from 3rd Street to IL Route 7; and

WHEREAS, V3 Companies, Ltd. has submitted a proposal in the amount of \$98,000.00 for tree clearing, grading, spoil removal, reshape banks and ditch bottom, armor stabilization for banks, and final restoration.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Lockport, Will County, Illinois, as follows:

SECTION 1: The City Administrator and staff are authorized to accept the proposal IL RT 7 drainage improvements from V3 Companies, Ltd. for a total not-to-exceed fee of \$98,000.00.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this _____ day of _____, 2024, with:

____ ALDERMEN voting aye ____ ALDERMEN abstaining

____ ALDERMEN voting nay ____ ALDERMEN absent

The **MAYOR** voting aye _____, voting nay _____, not voting _____

____ SABAN ____ GILLOGLY ____ BERGBOWER ____ MCDONALD

____ PUGH ____ KING ____ DESKIN ____ BARTELSSEN

____ **MAYOR**

Steven Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk



Client: City of Lockport
 Daniel P. Powers, P.E., CFM
 17112 Prime Boulevard
 Lockport, Illinois 60441-3497

Phone: 815-838-0549 Ext. 2315

Email: dpowers@lockport.org

Job Name: IL Route 7 Drainage Imp.
 Lockport, Illinois 60441
Date of Plans: 7/26/2024
Date of Estimate: 8/21/2024
Reference # B24-102

ILLINOIS ROUTE 7 DRAINAGE IMPROVEMENTS		QUANTITY	UNIT	UNIT PRICE		TOTAL
1.00						
1.01	TREE CLEARING	1.000	LS	\$ 14,000.00	\$	14,000.00
1.02	FINE GRADING	1.000	LS	\$ 8,000.00	\$	8,000.00
1.03	SPOIL REMOVAL	1.000	LS	\$ 25,000.00	\$	25,000.00
1.04	RESHAPE BANKS AND DITCH BOTTOM	1.000	LS	\$ 14,000.00	\$	14,000.00
1.05	ARMOUR STABILIZATION FOR BANKS	1.000	LS	\$ 28,000.00	\$	28,000.00
1.06	FINAL RESTORATION	1.000	LS	\$ 9,000.00	\$	9,000.00
		BID TOTAL		\$	98,000.00	

Notes:

- 1) Pricing go thru December 31st, 2024
- 2) No retention.
- 3) Spoil figured to be CC&DD facility. No monies for any Class D NSW landfill pricing included.
- 4) Armour banks is with Northern Illinois Class 3 slope seed mix.

The Following is specifically excluded from this estimate:

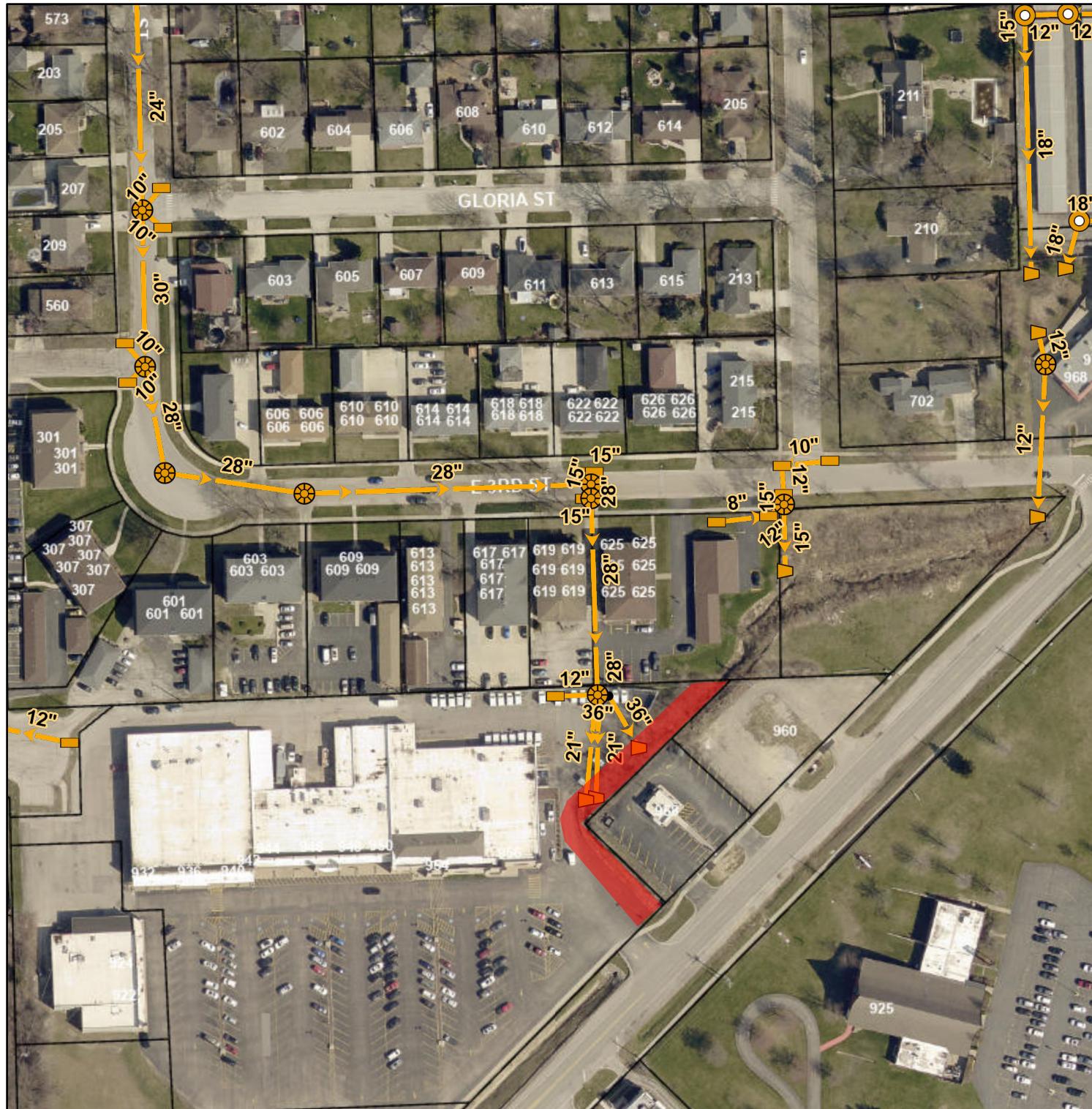
- 1) The handling or disposal of hazardous materials or non-hazardous special waste material.
- 2) Engineering and permitting.
- 3) Long term maintenance.

Since V3 Companies, Ltd. has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, this opinion of probable construction cost is made based on V3 Companies' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; however, V3 Companies cannot and does not guarantee that proposals, bids or actual construction costs will not vary from opinions of probable construction cost prepared by V3.

Sincerely,

Mike Warning

Mike Warning
 Senior Estimator / Project Manager



City of Lockport



Public Works & Engineering

IL Rte 7 Drainage Ditch

Legend

Storm Sewer

- Manhole
- Catch Basin
- Inlet
- ▲ End Section
- Connection
- Vault
- Pipe
- Project Location

