

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**NOVEMBER 2, 2021**  
**7:00 P.M.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **\*CONSENT AGENDA\***

*All items listed with an asterisk\* are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*

\*6. **MINUTES:** Public Hearing, Board and Committee Minutes – October 19, 2021

\*7. **BILL LIST:** November 2, 2021

8. **TREASURER'S REPORT:** None

9. **PRESIDENT'S REPORT:**

A. Proclamation for Diwali

B. Proclamation for Jessica Crowley Retirement

C. Proclamation for Tim Ridenour Recognition

D. 2021 Auditor's Presentation

10. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**

11. **TOWN HALL:** (Note: Three (3) minute time limit per person)

12. **STANDING COMMITTEE REPORTS:**

A. **BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS**

1. None

B. **COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**

1. None

C. **FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**

\*1. Resolution Approving of Disbursement Request for Payout No 28 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

D. **LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN**

1. None

E. **POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI**

1. None

F. **PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE**

1. Resolution Approving the Agreement Between Joseph J. Henderson & Son, Inc, and the Village of Bartlett for the Bittersweet Water Reclamation Facility Improvements

\*2. Resolution Authorizing the Execution of the Intergovernmental Agreement Between the State of Illinois and the Village of Bartlett for IL Route 59 and West Bartlett Road Intersection Improvements

\*3. Ordinance Granting Stormwater Variance

\*4. Resolution Approving the Removal of Dangerous Trees in the Heritage Oaks Tree Preservation Easement at 371 S. Hickory Avenue

\*5. Resolution Awarding the 2021-22 Bulk Road Salt Purchase Between the Village of Bartlett and Compass Minerals America, Inc.

13. **NEW BUSINESS**

14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**

15. **ADJOURNMENT**



**VILLAGE OF BARTLETT  
PUBLIC HEARING MINUTES  
October 19, 2021**

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**CALL TO ORDER**

President Wallace called the Truth In Taxation Public Hearing of October 19, 2021 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

**ROLL CALL**

**PRESENT:** Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski and President Wallace

**ABSENT:** None

**ALSO PRESENT:** Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Assistant Public Works Director, Village Planner Kristy Stone, Grounds Superintendent Matt Giermak, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

Village Administrator Paula Schumacher stated that this public hearing is for public input on the 2021 Village of Bartlett property tax levy. We discussed the tax levy at the last Committee meeting. To recap, the proposed Village of Bartlett property tax levy totals \$11,667,364 (eleven million, six hundred sixty-seven thousand, three hundred sixty-four dollars). Combined with the Police Pension levy, the General Corporate and Police Pension levy have increased 0.79% from the 2020 extension. The debt service levy is 2.45% lower than the 2020 extension. In total, the levy has been decreased \$5,877 or 0.05% from the 2020 extension.

2021 tax rates from Cook, DuPage, and Kane counties will be determined in the spring of 2022 when the counties finalize EAV's for the 2021 tax levy. This levy will be presented to the Village Board December 7<sup>th</sup> for final approval and the levy will be filed with each county clerk no later than December 28, 2021.

President Wallace asked if anyone had questions regarding this information.

There were none.

President Wallace asked if anyone in the audience would like to make a comment or pose a question in this hearing, please respond now.

There were none.



**VILLAGE OF BARTLETT**  
**PUBLIC HEARING MINUTES**  
**October 19, 2021**

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There being no further business to discuss, Trustee Deyne moved to adjourn the Public Hearing and that motion was seconded by Trustee Hopkins.

**ROLL CALL VOTE TO ADJOURN**

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski

NAYS: None

ABSENT: None

**MOTION CARRIED**

The Public Hearing was adjourned at 7:02 p.m.

Lorna Giless  
Village Clerk



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**October 19, 2021**

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1. CALL TO ORDER

President Wallace called the regular meeting of October 19, 2021 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:03 p.m.

2. ROLL CALL

PRESENT: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Assistant Public Works Director Tyler Isham, Village Planner Kristy Stone, Grounds Superintendent Matt Giermak, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Reverend Susan Tyrrell, Immanuel United Church of Christ gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

President Wallace stated that all items marked with an asterisk on the Agenda are considered to be routine and will be enacted by one motion. He further stated that there will be no separate discussion of these items unless a Board member so requests, in which event, that item will be removed from the Consent Agenda and considered at the appropriate point on the Agenda. He asked if there were any items a Board member wished to remove from the Consent Agenda, or any items a Board member wished to add to the Consent Agenda.

There were no changes to the Consent Agenda.

President Wallace then recited each item that was on the Consent Agenda, including the nature of the matters being considered and other information to inform the public of matters being voted upon. He then stated that he would entertain a motion to Approve the Consent Agenda, and the items designated to be approved by consent therein.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**October 19, 2021**

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Trustee Deyne moved to Approve the Consent Agenda and that motion was seconded by Trustee Suwanski.

**ROLL CALL VOTE TO APPROVE THE CONSENT AGENDA AND CONSENT ITEMS THEREIN**

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski  
NAYS: None  
ABSENT: None  
**MOTION CARRIED**

**6. MINUTES**

Trustee Deyne moved to Approve the Public Hearing, Board and Committee Minutes from October 5, 2021 and that motion was seconded by Trustee Gunsteen.

**ROLL CALL VOTE TO APPROVE THE PUBLIC HEARING, BOARD AND COMMITTEE MINUTES FROM OCTOBER 5, 2021**

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski  
NAYS: None  
ABSENT: None  
**MOTION CARRIED**

**7. BILL LIST – Covered and approved under the Consent Agenda.**

**8. TREASURER'S REPORT**

Finance Director Todd Dowden stated that this was the August 2021 Treasurer's Report. He stated that the Municipal Sales Tax Report through August 2021 totaled \$331,855 and it was up \$122,850 from the prior year due to the online sales tax. This is \$57,177 higher than last month. Motor Fuel Tax distribution through August 2021 totaled \$148,687 which was up \$6,515 from the prior year and getting back to normal numbers.

**9. PRESIDENT'S REPORT**

- A. President Wallace read a Proclamation Recognizing Parking Enforcement Officer and School Crossing Guard Shirley Evans upon her Retirement.
- B. President Wallace read a Proclamation Recognizing Police Officer Gary Mitchell upon his Retirement.
- C. President Wallace read a Proclamation for World Polio Day.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**October 19, 2021**

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10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized commissioner anniversaries and thanked the entire board who contributed to the efforts of the golf outing for the Rotary Club. It was a very successful day. He congratulated the Mayor on his 30<sup>th</sup> wedding anniversary.

Trustee Gandsey stated that there was a “change.org” petition for Stearns Road and wondered if there were any updates on that.

Planner, Kristy Stone stated that the Stearns Road bike path has been on their plan as long as it has on DuPage County's. They incorporated that as a regional trail on their most recent map (dated 2014). It would have to be located in their right-of-way and forest preserve district property. The village is 100% in support and have always indicated that they are in favor of the bike path. Unfortunately, it is not something we could do within the property we own or have any authority over. It is a frequent comment during the bike planning process and they will continue to support.

Ms. Gandsey asked what residents can do.

Ms. Stone stated that it would be talking to the county and approach them to try and find alternatives. The county has to initiate and start the process. There are a lot of obstacles with that location.

Trustee Hopkins asked about the cost of this bike path.

Ms. Stone stated that the project would include wetlands, a railroad crossing, working with ComEd so it would not be a straight linear path, which would really increase the cost.

11. TOWN HALL - None

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was no report.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**October 19, 2021**

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C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne presented the 2021 Estimated Property Tax Levy totaling \$11,667,354, a 0.05% decrease from the 2020 extension. This estimated levy must be established at least 20 days prior to the adoption of the final levy which is scheduled for December 7, 2021.

Trustee Deyne moved to approve the 2021 Estimated Property Tax Levy totaling \$11,667,354 and that motion was seconded by Trustee Suwanski.

ROLL CALL VOTE TO APPROVE 2021 ESTIMATED PROPERTY TAX LEVY AT \$11,667,354

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski  
NAYS: None  
ABSENT: None  
MOTION CARRIED

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that the Emergency Operations Plan Update was covered and approved under the Consent Agenda.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Resolution 2021-94-R, a Resolution Authorizing the Purchase of up to 1,300 Tons of Road Salt from Compass Minerals America, Inc. was covered and approved under the Consent Agenda.

13. NEW BUSINESS - None

14. QUESTION/ANSWER PRESIDENT & TRUSTEES

Trustee Reinke asked if they were having issues with crossing guards. He wondered if they needed to hire more for those that are sick or not showing up.



**VILLAGE OF BARTLETT  
BOARD MINUTES  
October 19, 2021**

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Police Chief Patrick Ullrich stated that he was not aware of this. If a crossing guard calls in sick, they cover the post with the on-duty staff.

15. ADJOURN

President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following.

There being no further business to discuss, Trustee Deyne moved to adjourn the regular Board meeting and that motion was seconded by Trustee Gunsteen.

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:21 p.m.

Lorna Giles  
Village Clerk





**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
October 19, 2021**

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**CALL TO ORDER**

President Wallace called the Committee of the Whole meeting of October 05, 2021 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:19 p.m.

**ROLL CALL**

**PRESENT:** Chairmen Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski  
President Wallace

**ABSENT:** None

**ALSO PRESENT:** Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Assistant Public Works Director Tyler Isham, Village Planner Kristy Stone, Grounds Superintendent Matt Giermak, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

**COMMUNITY & ECONOMIC DEVELOPMENT, CHAIRMAN GANDSEY**  
**Outdoor Dining Discussion**

Chairman Gandsey stated currently, outdoor seating at restaurants and bars requires a special use permit in the zoning ordinance. The Village of Bartlett temporarily relaxed the outdoor seating regulations and allowed temporary outdoor dining without having to obtain a special use permit for a limited time in an attempt to support business during the governors Restore Illinois Plan in 2020 and 2021. As part of this ongoing effort to support businesses, staff is recommending a text amendment to the zoning ordinance to allow outdoor seating, dining on patios and private sidewalks for restaurants as an accessory use in all commercial districts, creating a new temporary use chapter in the zoning ordinance to regulate uses that are only on the site for a limited time. This would include outdoor dining, private parking, outdoor dining on public sidewalks, Christmas tree sales, farmers markets, drive up medical testing and creating an auxiliary liquor license serving liquor in outdoor dining areas.

President Wallace stated he sees no issues.

Chairman Gandsey asked if it mentioned anything about if people wanted those dining huts, she didn't see it in there.

Kristy Stone, Village Planner stated staff is working on drafting the text ordinance. We want people to apply for how they want to do their parking for the summer months, then



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
October 19, 2021**

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that could change and they could reapply for the winter months and then we would need to make sure the heating sources meet code for tents or the domes. We would allow them, but there would be different regulations.

Chairman Reinke asked if we were going to charge for the permits.

Ms. Stone stated staff is looking at a nominal fee to cover inspection costs.

Chairman Reinke asked that we make the fee very small and he would be okay if there was no fee if we could help these businesses.

President Wallace stated he agreed and we could maybe take a phased in approach if it is something we do more of in the future we could add a fee.

Chairman Deyne agreed and stated anything we could do to support these businesses, he was in favor of.

Chairman Hopkins asked if this would need to be reviewed by the Board of Trustees.

Ms. Stone stated that now they have to apply for the special use permit which takes 4 months and often times they miss an entire season, so this would be approved by staff.

Chairman Reinke stated he noticed we include drive up medical testing, is it just the one facility by Pasta Mia or are we going to have multiple.

Ms. Stone stated it is something that we have had a lot of requests for, but right now we do not have any regulations for it, so we figured if we could at least get staff to do a review, we have some sort of control.

Chairman Gunsteen asked if medical testing was something we wanted to always have or do we want to have a time limit for it of 2 years and review it.

Ms. Stone stated staff was looking at making these an annual renewal. If there is a shopping center that has a lot of vacancies and you put something in the parking lot temporarily, it is having no impact, but a year later you might have completely different businesses in there that have different parking needs so we want to be able to review it.

The item was forwarded on to the Zoning Board of Appeals.

There being no further business to discuss, Chairman Deyne moved to adjourn the committee meeting and that motion was seconded by Chairman Hopkins.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
October 19, 2021**

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ROLL CALL VOTE TO ADJOURN

AYES: Chairman Suwanski, Deyne, Gandsey, Gunsteen, Hopkins, Reinke  
NAYS: None  
ABSENT: None  
MOTION CARRIED

The meeting was adjourned at 7:24 p.m.

Samuel Hughes  
Deputy Village Clerk

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/2/2021

**100-GENERAL FUND REVENUES**

**420210-CONTRACTORS LICENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I ADDA CONSTRUCTION	CONTRACTOR LICENSE REFUND	100.00
	<b>INVOICES TOTAL:</b>	<b>100.00</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** I FIRST STOPHEALTH LLC	TELEMEDICINE SERVICES/NOV 2021	882.90
	<b>INVOICES TOTAL:</b>	<b>882.90</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	170.65
	<b>INVOICES TOTAL:</b>	<b>170.65</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I BARTLETT SPORTS	CAPS WITH VILLAGE LOGO	288.00
	<b>INVOICES TOTAL:</b>	<b>288.00</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I ANCEL GLINK P.C.	LEGAL SERVICES	1,521.55
** I BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	18,976.00
I CLARK BAIRD SMITH LLP	LEGAL SERVICES	11,720.00
I CLARK BAIRD SMITH LLP	LEGAL SERVICES	3,230.00
I LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
I LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,207.21
I LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
I LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	545.00
	<b>INVOICES TOTAL:</b>	<b>39,049.76</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I BLA INC	TRUCK WAYFINDING SIGNAGE PLAN	630.00
I DEIGAN & ASSOCIATES LLC	ENVIRONMENTAL ENG ASSISTANCE	768.75
I V3 COMPANIES LTD	W BARTLETT RD ENGINEERING REVIEW	5,875.00
I V3 COMPANIES LTD	W BARTLETT RD ENGINEERING REVIEW	1,947.50

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/2/2021**

INVOICES TOTAL: 9,221.25

**1210-LIABILITY INSURANCE**

**544200-LIABILITY INS DEDUCTIBLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	2019 CLOSED CLAIMS SEPTEMBER	4.00
1 INTERGOVERNMENTAL RISK MGMT AGENCY	2020 CLOSED CLAIMS SEPTEMBER	4,595.45
1 INTERGOVERNMENTAL RISK MGMT AGENCY	2021 CLOSED CLAIMS SEPTEMBER	1,242.07
<u>INVOICES TOTAL:</u>		<u>5,841.52</u>

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	98.23
<u>INVOICES TOTAL:</u>		<u>98.23</u>

**522950-ORDINANCE CODIFICATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STERLING CODIFIERS/AMERICAN	ORDINANCE SUPPLEMENTS	1,351.20
<u>INVOICES TOTAL:</u>		<u>1,351.20</u>

**523110-LEGAL PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	TAX LEVY NOTICE	302.40
<u>INVOICES TOTAL:</u>		<u>302.40</u>

**523500-AUDIT SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EHLERS & ASSOCIATES INC	CAFR TABLES	885.00
1 LAUTERBACH & AMEN LLP	AUDIT SERVICES	20,100.00
<u>INVOICES TOTAL:</u>		<u>20,985.00</u>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED SECURITY	PAPER SHREDDING SERVICES	140.00
<u>INVOICES TOTAL:</u>		<u>140.00</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TONER	113.98
<u>INVOICES TOTAL:</u>		<u>113.98</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/2/2021

I VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	50.25
		<b>INVOICES TOTAL: 50.25</b>

**1500-PLANNING & DEV SERVICES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	61.31
		<b>INVOICES TOTAL: 61.31</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERNATIONAL CODE COUNCIL INC	ISPSC MATERIALS	68.00
		<b>INVOICES TOTAL: 68.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPT 2021	470.35
		<b>INVOICES TOTAL: 470.35</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	144.77
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	215.52
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	127.24
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	81.04
1 VERIZON WIRELESS	WIRELESS SERVICES	526.32
		<b>INVOICES TOTAL: 1,094.89</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COUNTY OF COOK ILLINOIS	WAN MAINTENANCE AGREEMENT	3,729.00
		<b>INVOICES TOTAL: 3,729.00</b>

**525400-COMMUNICATIONS - DUCOMM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DU-COMM	FACILITY LEASE/OPERATING COSTS	8,374.11
1 DU-COMM	QUARTERLY DUES	169,593.50
		<b>INVOICES TOTAL: 177,967.61</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	1,150.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
**INVOICES DUE ON/BEFORE 11/2/2021**

1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
		<b>INVOICES TOTAL: 1,229.80</b>

**526100-AUTO BODY REPAIRS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOB'S AUTO BODY INC	AUTO BODY REPAIRS	383.45
		<b>INVOICES TOTAL: 383.45</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALEA	NAMEPLATES	55.50
1 CREATIVE SERVICES OF NEW ENGLAND	1 MET MAVERICK STICKERS	284.95
1 LASER LABS INC	TINT METERS	429.90
1 LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	365.72
1 LYNN PEAVEY COMPANY	FEATHER DUSTERS	22.66
1 RAY O'HERRON CO INC	HONOR GUARD PATCHES	118.35
1 WAREHOUSE DIRECT	STYROFOAM CUPS	49.55
		<b>INVOICES TOTAL: 1,326.63</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 P.F. PETTIBONE & CO	CHEVRON PINS	68.50
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	732.33
1 RAY O'HERRON CO INC	UNIFORM APPAREL	656.88
1 RAY O'HERRON CO INC	UNIFORM APPAREL	52.18
1 RAY O'HERRON CO INC	UNIFORM PATCHES	78.00
1 STREICHER'S INC	BALLISTIC VEST/PISTOL VAULTS	845.97
1 STREICHER'S INC	HAT	16.00
1 STREICHER'S INC	HATS	32.00
1 STREICHER'S INC	HATS	32.00
1 STREICHER'S INC	HAT	16.00
		<b>INVOICES TOTAL: 2,529.86</b>

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOX LABS INTERNATIONAL INC	SHOOTING RANGE SUPPLIES	1,268.90
		<b>INVOICES TOTAL: 1,268.90</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPT 2021	8,597.56
		<b>INVOICES TOTAL: 8,597.56</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE GRAPHICS	BUSINESS CARDS	208.89

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/2/2021

1 WAREHOUSE DIRECT	ENVELOPES/OFFICE SUPPLIES	237.19
1 WAREHOUSE DIRECT	DESK ORGANIZER	51.54
1 WAREHOUSE DIRECT	ENVELOPES/OFFICE SUPPLIES	95.47
1 WAREHOUSE DIRECT	STAMP	48.50
		<b>INVOICES TOTAL: 641.59</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO COMMUNICATIONS LLC	EQUIPMENT REPAIRS	235.00
1 MUNICIPAL ELECTRONICS DIVISION LLC	RADAR CERTIFICATION	85.10
1 THE UPS STORE	SHIPPING CHARGES	22.62
		<b>INVOICES TOTAL: 342.72</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMAS ALAGNA	TRAINING EXPENSES	53.10
1 THOMAS ALAGNA	TRAINING EXPENSES	70.08
1 PATRICK CAREY	TRAINING EXPENSES	57.60
1 KATHRYN R JUZWIN	CONSULTING SERVICES	1,583.33
1 KATHRYN R JUZWIN	CONSULTING SERVICES	1,583.33
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	350.00
1 NORTH EAST MULTI-REGIONAL	POLICE STAFF/COMMAND SCHOOL	4,000.00
		<b>INVOICES TOTAL: 7,697.44</b>

**542000-PLANNING & RESEARCH**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALEA	ANNUAL CONTINUATION FEE	4,646.00
		<b>INVOICES TOTAL: 4,646.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEST BEND MUTUAL INSURANCE CO	NOTARY FEE/D SALLIS	50.00
		<b>INVOICES TOTAL: 50.00</b>

**545100-EMERGENCY MANAGEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FINER LINE INC	NAME PLATES/HOLDERS	346.87
1 GRAINGER	INCIDENT COMMAND KIT	527.19
		<b>INVOICES TOTAL: 874.06</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRANS UNION LLC	BACKGROUND CHECK FEES	142.38
		<b>INVOICES TOTAL: 142.38</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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\*\* Indicates pre-issue check.



**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
**INVOICES DUE ON/BEFORE 11/2/2021**

I B & H PHOTO & VIDEO	CELLULAR COVERT IR CAMERAS	1,199.98
	<b>INVOICES TOTAL:</b>	<b>1,199.98</b>

**570105-EQUITABLE SHARING EXPENSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I DANA SAFETY SUPPLY INC	REFLECTIVE TRUNK STORAGE BIN	399.00
	<b>INVOICES TOTAL:</b>	<b>399.00</b>

**1800-STREET MAINTENANCE**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I COMMONWEALTH EDISON CO	ELECTRIC BILL	23.60
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5,347.05
I NICOR GAS	GAS BILL	136.62
I NICOR GAS	GAS BILL	53.47
I NICOR GAS	GAS BILL	129.44
I NICOR GAS	GAS BILL	129.48
	<b>INVOICES TOTAL:</b>	<b>5,819.66</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I AL WARREN OIL COMPANY INC	ENGINE OIL	1,574.21
I ASTROBLAST INC	SALTSPREADER MAINTENANCE	889.00
I EXCEL OIL SERVICE	USED OIL PICKUP	75.00
I EXCEL OIL SERVICE	USED OIL PICKUP	75.00
I KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	390.00
I KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	2,685.40
I POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS/REPAIRS	1,471.00
I PRECISE MRM LLC	VEHICLE MAINTENANCE	20.00
I PRECISE MRM LLC	VEHICLE MAINTENANCE	325.00
I SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	389.53
	<b>INVOICES TOTAL:</b>	<b>7,894.14</b>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I BLUFF CITY MATERIALS INC	HAULED MATERIALS	489.60
	<b>INVOICES TOTAL:</b>	<b>489.60</b>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/OCT 2021	8,606.00
	<b>INVOICES TOTAL:</b>	<b>8,606.00</b>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I BRACING SYSTEMS - NORTH	MAINTENANCE SUPPLIES	840.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
**INVOICES DUE ON/BEFORE 11/2/2021**

1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	957.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	785.00
1 DAN NGUYEN	PUBLIC SIDEWALK REPLACEMENT	554.80
1 RICH PETITTI	CURB REPLACEMENT	902.40
1 SUBURBAN CONCRETE	SIDEWALK REMOVAL/REPLACEMENT	19,081.78
1 DEVJI VAGHANI	PUBLIC SIDEWALK REPLACEMENT	671.60
1 WELCH BROS INC	REBAR	96.00
1 WELCH BROS INC	WOOD STAKES/SUPPLIES	759.60
<b>INVOICES TOTAL:</b>		<b>24,648.18</b>

**527150-BRUSH COLLECTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TREES R US INC	BRUSH COLLECTION SERVICES	44,696.40
<b>INVOICES TOTAL:</b>		<b>44,696.40</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	199.99
1 GRAINGER	BARRICADE TAPE	37.50
1 JSN CONTRACTORS SUPPLY	MARKING PAINT	187.20
<b>INVOICES TOTAL:</b>		<b>424.69</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY VESTS/EAR MUFFS	253.50
<b>INVOICES TOTAL:</b>		<b>253.50</b>

**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPT 2021	6,382.58
<b>INVOICES TOTAL:</b>		<b>6,382.58</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/COFFEE/SUPPLIES	80.08
1 WAREHOUSE DIRECT	INK CARTRIDGE	79.49
<b>INVOICES TOTAL:</b>		<b>159.57</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	RUBBER TIRE REPLACEMENTS	33.99
1 AUTOZONE INC	MAINTENANCE SUPPLIES	248.28
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	21.91
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	107.98
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	532.03
1 TERMINAL SUPPLY CO	MAINTENANCE SUPPLIES	371.19

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/2/2021**

1 TERMINAL SUPPLY CO	MAINTENANCE SUPPLIES	62.19
	<b>INVOICES TOTAL:</b>	<b>1,377.57</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	3,444.04
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	1,630.00
	<b>INVOICES TOTAL:</b>	<b>5,074.04</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST TRADING HORTICULTURAL	GRASS SEED	300.00
	<b>INVOICES TOTAL:</b>	<b>300.00</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	37.50
	<b>INVOICES TOTAL:</b>	<b>37.50</b>

**534800-STREET LIGHTS MAINT MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC COMPANY	LIGHTING SUPPLIES	10.91
	<b>INVOICES TOTAL:</b>	<b>10.91</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS ARBORIST ASSOCIATION	ANNUAL CONFERENCE REGISTRATION	360.00
	<b>INVOICES TOTAL:</b>	<b>360.00</b>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING RESOURCE ASSOCIATES	ONEIDA BASIN IMPROVEMENTS	651.00
1 ENGINEERING RESOURCE ASSOCIATES	DEVON/W BARTLETT RD BIKE PATH	1,322.02
1 ENGINEERING RESOURCE ASSOCIATES	DEVON/W BARTLETT RD BIKE PATH	2,471.94
1 TRACY & ED CONSTRUCTION INC	BIKE PATH REPLACEMENT	23,102.89
	<b>INVOICES TOTAL:</b>	<b>27,547.85</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	SECURITY CAMERA CABLES	143.99
	<b>INVOICES TOTAL:</b>	<b>143.99</b>

**2200-MFT EXPENDITURES**

**583005-MFT MAINTENANCE PROGRAM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/2/2021**

I CHASTAIN & ASSOCIATES LLC	ROADSIDE DRAINAGE IMPROVEMENTS	3,369.51
I SUPERIOR ROAD STRIPING INC	2021 PAVEMENT MARKING PROGRAM	25,963.21
		<b>INVOICES TOTAL: 29,332.72</b>

**5000-WATER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/OCT 2021	1,714.00
I JULIE INC	QUARTERLY SERVICE FEE	953.31
		<b>INVOICES TOTAL: 2,667.31</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I VERIZON WIRELESS	WIRELESS SERVICES	303.92
		<b>INVOICES TOTAL: 303.92</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I SEBIS DIRECT INC	OCTOBER 2021 BILLING	733.41
		<b>INVOICES TOTAL: 733.41</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I COMMONWEALTH EDISON CO	ELECTRIC BILL	53.90
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	62.20
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	412.47
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	125.66
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	333.32
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	3,328.55
		<b>INVOICES TOTAL: 4,316.10</b>

**527120-SVCS TO MAINT MAINS/STORM LINE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I BLUFF CITY MATERIALS INC	HAULED MATERIALS	489.60
		<b>INVOICES TOTAL: 489.60</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I CORE & MAIN LP	MATERIALS & SUPPLIES	164.38
I CORE & MAIN LP	MATERIALS & SUPPLIES	293.14
I CORE & MAIN LP	MATERIALS & SUPPLIES	68.70
I CORE & MAIN LP	MATERIALS & SUPPLIES	969.06
I CORE & MAIN LP	MATERIALS & SUPPLIES	1,075.49
I JSN CONTRACTORS SUPPLY	MARKING PAINT	93.60
		<b>INVOICES TOTAL: 2,664.37</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/2/2021**

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	757.26
INVOICES TOTAL:		<b>757.26</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPT 2021	1,046.80
INVOICES TOTAL:		<b>1,046.80</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/COFFEE/SUPPLIES	80.08
INVOICES TOTAL:		<b>80.08</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	21.92
INVOICES TOTAL:		<b>21.92</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	37.50
INVOICES TOTAL:		<b>37.50</b>

**500000-WATER FUND**

**121054-WATER/SEWER BILLING A/R**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOSEPH BECHTOLD	REFUND/WATER BILL OVERPAYMENT	175.47
INVOICES TOTAL:		<b>175.47</b>

**5090-WATER CAPITAL PROJECTS EXP**

**581031-LEAK SURVEY/REPAIR**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	763.00
INVOICES TOTAL:		<b>763.00</b>

**5100-SEWER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/OCT 2021	1,028.00
1 JULIE INC	QUARTERLY SERVICE FEE	953.31

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/2/2021

**INVOICES TOTAL: 1,981.31**

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I SEBIS DIRECT INC	OCTOBER 2021 BILLING	733.41
<b>INVOICES TOTAL:</b>		<b>733.41</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	71.22
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	53.27
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	42.53
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	93.88
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	70.02
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	57.83
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	86.11
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	62.65
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	91.68
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	218.74
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	324.83
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	213.41
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	27,754.39
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	75.24
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	64.23
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	182.41
I NICOR GAS	GAS BILL	42.55
I NICOR GAS	GAS BILL	44.73
<b>INVOICES TOTAL:</b>		<b>29,549.72</b>

**524210-SLUDGE REMOVAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	5,090.00
<b>INVOICES TOTAL:</b>		<b>5,090.00</b>

**527120-SVCS TO MAINT MAINS/STORM LINE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I BLUFF CITY MATERIALS INC	HAULED MATERIALS	244.80
<b>INVOICES TOTAL:</b>		<b>244.80</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I AIRGAS USA LLC	CYLINDER RENTAL	200.00
I FIVE STAR SAFETY EQUIPMENT INC	SAFETY GLASSES	64.80
I GRAINGER	CHARGER	51.86
I GRAINGER	SCAFFOLD FRAMES/CROSSBRACES	320.06
I HINCKLEY SPRING WATER CO	DISTILLED WATER	58.71
<b>INVOICES TOTAL:</b>		<b>695.43</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/2/2021**

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CARUS LLC	CHEMICAL SUPPLIES	6,043.00
<b>INVOICES TOTAL:</b>		<b>6,043.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPT 2021	1,385.80
<b>INVOICES TOTAL:</b>		<b>1,385.80</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CASE LOTS INC	ROLL TOWELS/SUPPLIES	571.30
1 WAREHOUSE DIRECT	CREDIT - RETURN	-364.24
<b>INVOICES TOTAL:</b>		<b>207.06</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	290.68
1 GRAINGER	MAINTENANCE SUPPLIES	30.64
1 GRAINGER	MAINTENANCE SUPPLIES	219.77
1 KONICAMINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	21.92
1 VORTEX TECHNOLOGIES INC	METER/CHART RECORDER CALIBRATION	3,185.00
<b>INVOICES TOTAL:</b>		<b>3,748.01</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	SCAFFOLD TOWER	1,353.04
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLARALARM MONITORING	37.50
<b>INVOICES TOTAL:</b>		<b>1,390.54</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEN TRENCH SAFETY CORP	EXCAVATION SAFETY EQUIPMENT	3,900.00
<b>INVOICES TOTAL:</b>		<b>3,900.00</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUCKEYE POWER SALES CO INC	KOHLER TOWABLE GENERATOR	30,282.10
<b>INVOICES TOTAL:</b>		<b>30,282.10</b>

**5190-SEWER CAPITAL PROJECTS EXP**

**582025-SANITARY SEWER EVALUATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PERFORMANCE PIPELINING INC	SANITARY SERVICE LINING PROJECT	20,140.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/2/2021

INVOICES TOTAL: 20,140.00

**582027-WWTP FACILITY IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	WRF/BIDDING-RELATED	10,100.00
<u>INVOICES TOTAL:</u>		<u>10,100.00</u>

**582028-DEVON EXCESS FLOW PLANT REHB**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	1,552.00
<u>INVOICES TOTAL:</u>		<u>1,552.00</u>

**5200-PARKING OPERATING EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	456.06
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	49.27
<u>INVOICES TOTAL:</u>		<u>505.33</u>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	ANNUAL ALARM SYSTEM INSPECTION	1,452.64
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	43.82
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	434.53
1 ROSCOE CO	MATS	244.36
<u>INVOICES TOTAL:</u>		<u>2,175.35</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,425.71
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	34.36
1 JENSEN'S PLUMBING & HEATING INC	LEAK REPAIRS	223.65
1 JENSEN'S PLUMBING & HEATING INC	GARBAGE DISPOSAL MAINTENANCE	987.28
<u>INVOICES TOTAL:</u>		<u>3,671.00</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DUSTBUSTER/SWEEPER/SUPPLIES	40.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	80.30
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	161.25
<u>INVOICES TOTAL:</u>		<u>281.55</u>

\*\* Indicates pre-issue check.



**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/2/2021**

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I AMAZON CAPITAL SERVICES INC	DUSTBUSTER/SWEEPER/SUPPLIES	14.24
	<b>INVOICES TOTAL:</b>	<b>14.24</b>

**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	2,493.71
	<b>INVOICES TOTAL:</b>	<b>2,493.71</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I STATE FIRE MARSHAL	BOILER INSPECTIONS	210.00
	<b>INVOICES TOTAL:</b>	<b>210.00</b>

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	808.58
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	11.44
	<b>INVOICES TOTAL:</b>	<b>820.02</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I MANSFIELD OIL COMPANY	GASOLINE PURCHASE	801.02
	<b>INVOICES TOTAL:</b>	<b>801.02</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I REINDERS INC	MAINTENANCE SUPPLIES	156.90
I REINDERS INC	MAINTENANCE SUPPLIES	292.00
I REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	102.68
	<b>INVOICES TOTAL:</b>	<b>551.58</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
I A MAESTRANZI SONS	SLICER BLADE SHARPENING	50.00
I COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	52.00
I ECOLAB INC	WATER SOFTENER RENTAL	49.50
	<b>INVOICES TOTAL:</b>	<b>239.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/2/2021

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	404.29
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5.73
<b>INVOICES TOTAL:</b>		<b>410.02</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DUSTBUSTER/SWEEPER/SUPPLIES	40.00
1 AMAZON CAPITAL SERVICES INC	VEGETABLE SLICER/BLADE	57.99
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	44.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	200.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	43.50
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	113.92
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	37.02
<b>INVOICES TOTAL:</b>		<b>536.43</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DUSTBUSTER/SWEEPER/SUPPLIES	14.24
<b>INVOICES TOTAL:</b>		<b>14.24</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	502.02
1 ELGIN BEVERAGE CO	BEER PURCHASE	84.84
1 EUCLID BEVERAGE LLC	BEER PURCHASE	145.67
1 EUCLID BEVERAGE LLC	BEER PURCHASE	187.03
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	50.00
1 GRECO AND SONS INC	FOOD PURCHASE	112.22
1 GRECO AND SONS INC	FOOD PURCHASE	222.04
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	100.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	50.00
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	172.19
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	202.19
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	158.72
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	408.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	299.47
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	302.02
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	150.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	106.10
<b>INVOICES TOTAL:</b>		<b>3,252.51</b>

**5570-GOLF BANQUET EXPENSES**

**511200-TEMPORARY SALARIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/2/2021

I SURESTAFF LLC	TEMPORARY STAFFING	588.75
I SURESTAFF LLC	TEMPORARY STAFFING	588.75
<b>INVOICES TOTAL:</b>		<b>1,177.50</b>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
I A MAESTRANZI SONS	KNIFE SERVICE	19.00
I ALSCO	LINEN SERVICES	408.11
I ALSCO	LINEN SERVICES	643.36
I ECOLAB INC	WATER SOFTENER RENTAL	49.50
<b>INVOICES TOTAL:</b>		<b>1,207.47</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I THE KNOT WORLDWIDE INC	ADVERTISING	2,162.32
<b>INVOICES TOTAL:</b>		<b>2,162.32</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	404.29
I CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5.73
<b>INVOICES TOTAL:</b>		<b>410.02</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I AMAZON CAPITAL SERVICES INC	DUSTBUSTER/SWEEPER/SUPPLIES	40.00
I AMAZON CAPITAL SERVICES INC	VEGETABLE SLICER/BLADE	200.00
I GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	100.00
I GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	107.98
I MLA WHOLESALE INC	FLOWERS	58.95
I SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	256.00
I SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	43.50
I SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	113.92
<b>INVOICES TOTAL:</b>		<b>920.35</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I AMAZON CAPITAL SERVICES INC	DUSTBUSTER/SWEEPER/SUPPLIES	14.25
<b>INVOICES TOTAL:</b>		<b>14.25</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
I ALBERTSONS - SAFEWAY	FOOD PURCHASES	300.00
I THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	245.00
I THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	325.00
I BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,991.48

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
**INVOICES DUE ON/BEFORE 11/2/2021**

1 ELGIN BEVERAGE CO	BEER PURCHASE	150.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	145.67
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	1,013.70
1 GRECO AND SONS INC	CREDIT - OVERPAYMENT	-15.96
1 GRECO AND SONS INC	CREDIT - RETURN	-52.98
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	405.21
1 GRECO AND SONS INC	FOOD PURCHASE	218.73
1 GRECO AND SONS INC	FOOD PURCHASE	900.12
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	332.87
1 IL GIARDINO DEL DOLCE INC	PASTRIES/COOKIES	139.00
1 MIDWEST FOODS	FOOD PURCHASE	540.08
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	176.93
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	476.18
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,659.78
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	323.85
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	2,418.36
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	285.61
<b>INVOICES TOTAL:</b>		<b>11,978.63</b>

**5580-GOLF MIDWAY EXPENSES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	71.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	15.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	30.00
<b>INVOICES TOTAL:</b>		<b>116.00</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	487.70
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	442.22
1 ELGIN BEVERAGE CO	BEER PURCHASE	16.15
1 EUCLID BEVERAGE LLC	BEER PURCHASE	198.41
1 EUCLID BEVERAGE LLC	BEER PURCHASE	187.03
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	20.00
1 GRECO AND SONS INC	FOOD PURCHASE	22.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	61.71
1 LAKESHORE BEVERAGE	BEER PURCHASE	62.46
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	50.92
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	32.22
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	107.25
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	200.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	60.00
<b>INVOICES TOTAL:</b>		<b>1,948.07</b>

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/2/2021**

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 APPLIED COMMUNICATIONS GROUP	EQUIPMENT MAINTENANCE AGREEMENT	6,800.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	384.50
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	255.00
1 TEE JAY SERVICE COMPANY INC	AUTOMATIC SLIDING DOOR MAINTENANCE	420.00
<b>INVOICES TOTAL:</b>		<b>7,859.50</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	OCTOBER/NOVEMBER BARTLETTER	4,196.65
<b>INVOICES TOTAL:</b>		<b>4,196.65</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	239.60
1 CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIONS	651.79
1 CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIONS	2,024.84
1 CORNERSTONE LAND & LAWN INC	WEED ABATEMENT	125.00
1 JENSEN'S PLUMBING & HEATING INC	LEAK REPAIRS	1,152.09
1 SECURITAS ELECTRONIC SECURITY INC	EQUIPMENT INSTALLATION	1,746.00
1 STATE FIRE MARSHAL	BOILER INSPECTIONS	210.00
<b>INVOICES TOTAL:</b>		<b>6,149.32</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,155.49
1 COMCAST	INTERNET SERVICE	198.40
<b>INVOICES TOTAL:</b>		<b>4,353.89</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	34.94
<b>INVOICES TOTAL:</b>		<b>34.94</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	USB FLASH DRIVES	40.47
1 FOXIT SOFTWARE INCORPORATED	PHANTOMPDF SOFTWARE MAINT RENEWAL	95.16
1 WAREHOUSE DIRECT	DISINFECTANT WIPES	31.99
1 WAREHOUSE DIRECT	PAPER TOWELS/DINNER NAPKINS	424.09
1 WAREHOUSE DIRECT	BATH TISSUE	37.45
1 WAREHOUSE DIRECT	CREDIT - RETURN	-37.45
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	88.01

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/2/2021**

INVOICES TOTAL: 679.72

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SOUTHERN COMPUTER WAREHOUSE	APC REPLACEMENT BATTERY	302.49
1 TOWN & COUNTRY GARDENS	FLOWERS	87.98
<u>INVOICES TOTAL:</u>		<u>390.47</u>

**7000-POLICE PENSION EXPENDITURES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REIMER DOBROVOLNY & LABARDI PC	LEGAL SERVICES	2,561.75
<u>INVOICES TOTAL:</u>		<u>2,561.75</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IPPFA	ANNUAL MEMBERSHIP DUES	795.00
<u>INVOICES TOTAL:</u>		<u>795.00</u>

**GRAND TOTAL:** **650,906.34**

GENERAL FUND	427,541.85
MOTOR FUEL TAX FUND	29,332.72
WATER FUND	14,056.74
SEWER FUND	117,043.18
PARKING FUND	505.33
GOLF FUND	35,405.28
CENTRAL SERVICES FUND	23,664.49
POLICE PENSION FUND	3,356.75
<b>GRAND TOTAL</b>	<b>650,906.34</b>

\*\* Indicates pre-issue check.

## A PROCLAMATION TO RECOGNIZE THIS YEAR'S CELEBRATION OF DIWALI - THE FESTIVAL OF LIGHTS

**WHEREAS**, more than one billion celebrants worldwide, including Hindus, Sikhs, Jains and Buddhists, reverently observe the annual festival of Diwali, the “Festival of Lights” symbolizing the victory of dharma and good over evil; and

**WHEREAS**, this year, Diwali falls on Thursday, November 4, in accordance with the lunar calendar and brings together families, friends and communities around the world and here in Bartlett, in goodwill, peace and a shared sense of renewal; and

**WHEREAS**, the shared Indian holiday of Diwali is a time for dana (charitable giving) and seva (selfless service) and it signifies a special time of peace and serenity with the hope of building bridges of understanding and tearing down barriers of intolerance; and

**WHEREAS**, we are filled with appreciation for the strong bridge of friendship that our Indian community has built in our village, with your generous spirit you have enriched Bartlett, sharing your culture, good food, joyous music and colorful traditions; and

**WHEREAS**, Diwali is a festival of lights during which celebrants light small oil lamps, placing them around the home, and pray for knowledge, peace and universal well-being, so we too, in unity, are lighting up village hall, our municipal home;

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby recognize the religious, historical and cultural significance of Diwali, and I ask all of Bartlett to join me in wishing everyone who celebrates the Festival of Diwali an auspicious year ahead, filled with an extraordinary abundance of light and love.

Dated this 2nd day of November 2021



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Kevin Wallace, Village President

## **A Proclamation Recognizing Police Sergeant Jessica Crowley upon her Retirement from the Village of Bartlett**

**WHEREAS**, Sergeant Jessica Crowley was sworn in as a Bartlett Police Officer on September 21st, 1994; and

**WHEREAS**, during 27 years of dedicated service, Jessica served in many different capacities for the police department including Patrol Officer, Directed Patrol Officer, and Suburban Law Enforcement Academy Class Supervisor; and

**WHEREAS**, Jessica mentored and trained dozens of police officers as a Firearms Instructor, a Field Training Officer, and a Radar Instructor; and

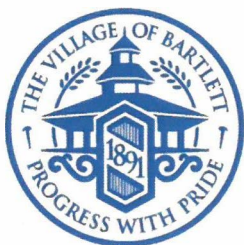
**WHEREAS**, Jessica was promoted to the position of Sergeant in 2003 during which time she supervised a generation of officers during her tenure as a Patrol Supervisor, Crisis Intervention Team Supervisor, Property Control Supervisor; Evidence Technician Supervisor, Elderly Services Supervisor, and Sexual Assault Response Team Coordinator; and

**WHEREAS**, Jessica most recently was instrumental in assisting in the development of the facility dog and part time social worker programs; and she also helped facilitate the creation of the Bartlett Community Care Collective program with other community partners; and

**WHEREAS**, the Village is proud of Jessica's many accolades and awards during her career which include 3 Life Saving Awards, a Certificate of Commendation, 5 Unit Citations, 7 Employee of the Month awards, 1 Cook County Merit Award, 1 Leadership Award, 1 Fire Department Outstanding Achievement Award; and a Police Officer of Year Award in 2013,

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our sincere gratitude to Sergeant Jessica Crowley for her 27 years of service to the Bartlett community. Her service and dedication to the police department and the Village of Bartlett have positively impacted many lives throughout her career and we wish her a retirement filled with good health and much happiness.

Dated this 3<sup>rd</sup> day of November 2021



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Kevin Wallace, Village President



## **A PROCLAMATION RECOGNIZING TIM RIDENOUR FOR HIS SERVICE ON THE PLAN COMMISSION**

**WHEREAS**, Tim Ridenour is stepping down from the Bartlett Plan Commission after 33 years of dedicated service; and

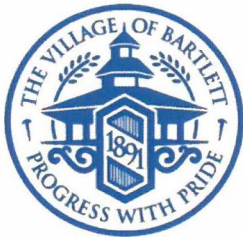
**WHEREAS**, Dr. Ridenour was both a long-time resident and a Bartlett business owner, who practiced family dentistry in the village for 42 years, allowing him to share a multi-layered perspective with fellow commissioners and village officials; and

**WHEREAS** Commissioner Ridenour's tenure on the Plan Commission coincided with some of Bartlett's most notable residential and business developments, including Brewster Creek Business Park, the busy Route 59 commercial corridor and the redevelopment of downtown Bartlett, and he generously shared his time, his insight and his input to help shape these important projects; and

**WHEREAS**, Tim's proven commitment to advancing the good of the Village and his demonstrated affection for our community calls forth our great pride in calling him a Bartlett resident and one of our tremendous civic volunteers;

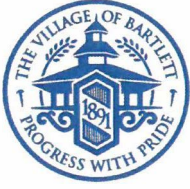
**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, extend our deep appreciation to Tim Ridenour for his distinguished service on the Plan Commission and offer him our continued best wishes.

Dated this 2nd Day of November 2021



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Kevin Wallace, Village President



# Agenda Item Executive Summary

Item Name      Brewster Creek TIF Developer Note #4, Payout #28      Committee or Board      Board

## BUDGET IMPACT

<i>Amount:</i>	\$249,100	<i>Budgeted</i>	\$249,100
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*List what fund*      Brewster Creek TIF Project Fund

## EXECUTIVE SUMMARY

Brewster Creek Public Improvements - TIF Developer Note #4, Payout #28.

## ATTACHMENTS (PLEASE LIST)

Finance Memo  
Resolution  
Memorandum of Payment  
Schedule of Costs  
Village Engineer Letter

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Resolution 2021-\_\_\_\_\_, a resolution approving of the Disbursement Request for Payout No. 28 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project.

Staff:      Todd Dowden, Finance Director

Date:      10/25/21

**Village of Bartlett**  
**Finance Department Memo**  
**2021 - 17**

**DATE:** October 25, 2021

**TO:** Paula Schumacher, Village Administrator

**FROM:** Todd Dowden, Finance Director

**SUBJECT:** Brewster Creek TIF Developer Note #4 Payout Request #28

In September 2016, the Board authorized the Village to issue Developer Note #4, not to exceed \$11,500,000 to Elmhurst Chicago Stone for continuing the public improvements in the Brewster Creek TIF. Elmhurst Chicago Stone advances funds from their own sources and receives a note from the Village to get reimbursement if and when there is sufficient tax increment to do so and after all other TIF obligations are paid.

Attached is a resolution and several documents to approve the 28<sup>th</sup> developer note #4 payout request for the Brewster Creek TIF development. The total amount is \$249,100. The attachments are various documents required by the Village's redevelopment agreement. The attachments include:

1. Resolution Approving of Disbursement Request
2. Memorandum of Payment
3. Schedule of Costs
4. Village Engineer letter concurring with Disbursement Request

Upon approval of the resolution, the note will be executed and the amount tracked for payment as increment becomes available.

**MOTION:** I move to approve Resolution Number 2021-\_\_\_\_\_ A Resolution Approving of Disbursement Request for Payout No. 28 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

## RESOLUTION 2021-

### A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 28 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2016 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT

**WHEREAS**, pursuant to the Redevelopment Agreement dated as of November 1, 1999 between the Village and Elmhurst Chicago Stone Company (“ECS”), the Village agreed to issue subordinate lien tax increment revenue notes from which certain TIF eligible expenses related to the Bartlett Quarry Redevelopment Project (the “Project Costs”) are to be reimbursed according to certain procedures for payment; and

**WHEREAS**, the Village passed an Ordinance providing for the issue of certain Subordinate Lien Tax Increment Revenue Notes, Series 2016, in an amount not to exceed \$11,500,000 (the “Series 2016 Subordinate Note”); and

**WHEREAS**, ECS has delivered to the Village its twenty-eighth Memorandum of Payment requesting that it be reimbursed the sum of \$249,100 in Project Costs for Payout No. 28 from the Subordinate Lien Tax Increment Revenue Note; and

**WHEREAS**, ECS has submitted an owner’s sworn statement, general contractor’s sworn statement, waivers of lien, invoices and other documentation (the “Supporting Documentation”) in support of its twenty-eighth Memorandum of Payment request in accordance with Section 12-1 of the Redevelopment Agreement to support eligible Project Costs which documentation has been reviewed and approved by the Village Engineer, and he has concurred with the Developer’s Engineer that the work has been completed and materials are in place as indicated by the twenty-eighth Memorandum of Payment request; and

**WHEREAS**, The Series 2016 Subordinate Note requires advances to be in even increments of \$100,

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois as follows:

**SECTION ONE:** The Memorandum of Payment No. 28 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2016 Subordinate Note in the sum of \$249,100 is hereby approved.

**SECTION TWO: SEVERABILITY.** If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

**SECTION THREE: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FOUR: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED** November 2, 2021

**APPROVED** November 2, 2021

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Kevin Wallace, Village President

**ATTEST:**

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Lorna Gilles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021- , enacted on November 2, 2021, and approved on November 2, 2021, as the same appeared from the official records of the Village of Bartlett.

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Lorna Gilles, Village Clerk

## DEVELOPER NOTE #4

### MEMORANDUM OF PAYMENT NO. 28

Pursuant to the **REDEVELOPMENT AND FINANCING AGREEMENT** (the "Agreement") between the **VILLAGE OF BARTLETT** (the "Village") and **ELMHURST-CHICAGO STONE COMPANY** (the "Developer"), dated November 4, 1999, the Developer hereby submits a signed Memorandum of Payment pursuant to Section 12-2 of said Agreement. Attached to this Memorandum of Payment is the following:

1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$ 249,100 bearing an interest rate at 7.0% per annum.

#### ELMHURST-CHICAGO STONE COMPANY

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

President

Dated: \_\_\_\_\_

10/13/21

**SCHEDULE 1**

**COST OF THE IMPROVEMENTS**

Geocon	Cook East Material Testing	\$	15,113.00
V3	Redi Mix Demo CM	\$	10,000.00
V3	Cook County East CM Services	\$	20,000.00
V3	General Engineering Services	\$	3,020.00
V3	Com Ed ROW CM Services	\$	5,000.00
Martam	Cook County East Mass Grading	\$	165,398.23
V3	Berm Maintenance	\$	4,237.50
V3	Park Basin Maintenance	\$	14,600.00
V3	Minador Wetland Maintenance	\$	4,200.00
V3	Lot 9 Basin Maintenance	\$	6,000.00
V3	Dry Utility Coordination	\$	1,511.25
	<b>Total</b>	<b>\$</b>	<b><u>249,079.98</u></b>

November 2, 2021

Mr. Todd Dowden, Director of Finance

RE: **DEVELOPER NOTE # 4 MEMORANDUM  
OF PAYMENT # 28** – RELATIVE TO THE  
REDEVELOPMENT AND FINANCING  
AGREEMENT BETWEEN THE VILLAGE  
OF BARTLETT AND ELMHURST CHICAGO  
STONE COMPANY

Dear Todd:

We are herein submitting information relative to the above referenced payment request for the redevelopment of the Elmhurst Chicago Stone Company property in Bartlett. Included as part of the documentation is:

- The **Developer Note # 4 Memorandum of Payment # 28** from Elmhurst Chicago Stone Company requesting payment in the amount of **\$249,100.00** to reimburse itself for monies spent on the project for the period of **August 2, 2021** through **October 13, 2021**.
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

- Executed contracts, agreements for services and purchase orders;
- Contractor invoices, work completion and amounts paid or retained;
- Partial or final waivers of lien and sworn statements for each contractor or vendor receiving payment on this draw.

All documentation provided and reviewed meets the requirements of Section 12-1 of the Redevelopment and Financing Agreement between the Village of Bartlett and Elmhurst Chicago Stone Company.



We have reviewed the certification for V3 Companies, Martam Construction and GEOCON Professional Services, stating that the work has been completed and materials are in place as indicated on the **Developer Note # 4 Memorandum of Payment # 28**. We have also included invoices from firms noted above for professional services. Based on periodic field observations and review of supporting documents submitted, including the invoices for professional services, we concur with the opinion of V3 Companies, Martam Construction and GEOCON Professional Services that the work has been completed and materials are in place as indicated in the **Developer Note # 4 Memorandum of Payment # 28**, covered by the dates August 2, 2021 through October 13, 2021.

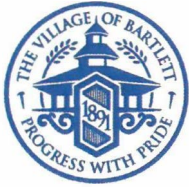
Please contact our office if there are any questions.

Bartlett Village Engineer

*Robert Allen, PE*

Robert Allen, PE

cc: Dan Dinges, P.E., Director of Public Works  
Bryan Mraz, Village Attorney



# Agenda Item Executive Summary

Item Name      Bittersweet Water Reclamation Facility  
Improvements-Approving the Agreement  
between Joseph J. Henderson & Son, Inc. and the      Committee  
Village of Bartlett      or Board      Board

## BUDGET IMPACT

<i>Amount:</i>	\$35,320,000.00	<i>Budgeted</i>	\$37,000,000.00 (Loan)
<i>List what fund</i>	Sewer Fund - IEPA Low Interest Loan		

## EXECUTIVE SUMMARY

As you are aware, bids were opened and read on August 4, 2021 for the Bittersweet Water Reclamation Facility Improvements. Three bids were received and ranged from \$35.32 M to \$37.875 M. The low bidder was Joseph J. Henderson & Son, Inc. We confirmed that Joseph J. Henderson & Son, Inc. met the insurance requirements and are the lowest responsible and responsive bidder meeting the specifications. Their bid was in the amount of \$35,320,000. The IEPA reviewed and approved all of Joseph J. Henderson & Son, Inc.'s bid documents as well. We recommend that the Village Board approve the contract with Joseph J. Henderson & Son, Inc.

Please note, as we discussed before, we have been working on ways to reduce the project but still maintain the overall treatment process benefits. We have ~\$750,000 worth of cost savings we will present in the future.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Exhibits

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Resolution 2021-\_\_\_\_\_, a resolution approving the agreement between Joseph J. Henderson & Son, Inc. and the Village of Bartlett for the Bittersweet Water Reclamation Facility Improvements.

Staff:              Dan Dinges, Director of Public Works

Date:              10/22/21

# Memo

DATE: October 25, 2021

TO: Paula Schumacher  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: Bittersweet Water Reclamation Facility Improvements  
- Contract Award

As you are aware, bids were opened and read on August 4, 2021 for the Bittersweet Water Reclamation Facility Improvements. Three bids were received and ranged from \$35.32 M to \$37.875 M. The low bidder was Joseph J. Henderson & Son, Inc. We confirmed that Joseph J. Henderson & Son, Inc. met the insurance requirements and are the lowest responsible and responsive bidder meeting the specifications. Their bid was in the amount of \$35,320,000. The IEPA reviewed and approved all of Joseph J. Henderson & Son, Inc.'s bid documents as well. We recommend that the Village Board approve the contract with Joseph J. Henderson & Son, Inc.

Please note, as we discussed before, we have been working on ways to reduce the project but still maintain the overall treatment process benefits. We have ~\$750,000 worth of cost savings we will present in the future.

**MOTION:** I move to approve Resolution 2021-\_\_\_\_\_, a resolution approving the agreement between Joseph J. Henderson & Son, Inc. and the Village of Bartlett for the Bittersweet Water Reclamation Facility Improvements.

RESOLUTION 2021 – \_\_\_\_\_

**A RESOLUTION APPROVING THE AGREEMENT  
BETWEEN JOSEPH J. HENDERSON & SON, INC. AND THE VILLAGE OF  
BARTLETT FOR THE BITTERSWEET WATER RECLAMATION FACILITY  
IMPROVEMENTS**

---

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** That the contract for the construction of the Bittersweet Water Reclamation Facility Improvements (the “Project”) is awarded to Joseph J. Henderson & Son, Inc. (the “Contractor”), being the lowest responsive and responsible bidder meeting the specifications for the Project.

**SECTION TWO:** The Agreement between Joseph J. Henderson & Son, Inc. and the Village of Bartlett dated November 2, 2021 (the “Agreement”) for the construction of the Project for the sum of \$35,320,000, a copy of which is attached hereto as Exhibit A, is hereby approved, and the Village President and Village Clerk are authorized to execute and attest to the Agreement.

**SECTION THREE:** The Notice of Award dated November 2, 2021, a copy of which is attached hereto as Exhibit B, is also approved and the Village President’s signature thereon is hereby authorized to the respective dates of execution appearing thereon.

**SECTION FOUR: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FIVE: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION SIX: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: November 2, 2021

APPROVED: November 2, 2021

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Gilles, Village Clerk

#### C E R T I F I C A T I O N

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 - \_\_\_\_\_ enacted on November 2, 2021, and approved on November 2, 2021, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Gilles, Village Clerk

SECTION 00 52 00

AGREEMENT

---

THIS AGREEMENT is by and between **VILLAGE OF BARTLETT, ILLINOIS**

(hereinafter called OWNER) and **JOSEPH J. HENDERSON & SON, INC.**

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

Article 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**BITTERSWEET WATER RECLAMATION FACILITY IMPROVEMENTS**

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**CONTRACT 1-2021**

Article 3. ENGINEER

3.01 The Project has been designed by Strand Associates, Inc.®

3.02 OWNER has retained Strand Associates, Inc.® ("ENGINEER") to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially complete on or before December 31, 2023 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before May 15, 2024.

#### 4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty):

1. Substantial Completion: CONTRACTOR shall pay OWNER \$2,650 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete. This amount is comprised of \$2,500 per day for engineering, construction administration services, and construction observation services, and \$150 per day for administration, labor, expenses, and other costs that will be incurred by OWNER.

2. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER \$2,650 for each day that expires after such time until the Work is completed and ready for final payment. This amount is comprised of \$2,500 per day for engineering, construction administration services, and construction observation services, and \$150 per day for administration, labor, expenses, and other costs that will be incurred by OWNER.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### Article 5. CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

**THIRTY FIVE MILLION THREE HUNDRED TWENTY THOUSAND DOLLARS AND 00/100 (\$35,320,000.00)**

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit. The awarded contract amount includes the Lump Sum Base Bid Plus Bid Alternatives.

B. All specific cash allowances are included in the Contract Price and have been computed in accordance with Paragraph 13.02 of the General Conditions.

## Article 6. PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as established at the preconstruction conference during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.05.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, OWNER will retain an amount equal to 10% of each progress payment application until 50% of the Work has been completed. At 50% completion, further progress payment applications shall be paid in full to the CONTRACTOR and no additional amounts will be retained unless the ENGINEER certifies to the OWNER that the job is not proceeding satisfactorily. Amounts previously retained shall not be paid to the CONTRACTOR until substantial completion of the Work. At 50% completion of the Work, or any time thereafter when the character and progress of the Work is not satisfactory to OWNER on recommendation of ENGINEER, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of the work completed.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Paragraph 15.01.C.5 and 15.01.C.6 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06.

## Article 7. HIERARCHY

7.01 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- |          |                          |
|----------|--------------------------|
| First:   | WRITTEN AMENDMENTS       |
| Second:  | AGREEMENT                |
| Third:   | CHANGE ORDERS            |
| Fourth:  | ADDENDA                  |
| Fifth:   | SUPPLEMENTARY CONDITIONS |
| Sixth:   | GENERAL CONDITIONS       |
| Seventh: | SPECIFICATIONS           |
| Eighth:  | DRAWINGS                 |



Figure dimensions (numerical) on Drawings shall take precedence over dimensions measured utilizing a scale.

## Article 8. CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (3) CONTRACTOR's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. CONTRACTOR's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

Article 9. CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 00 52 00-1 through 00 52 00-12, inclusive);
2. Advertisement to Bid.
3. Instructions to Bidders.
4. CONTRACTOR's signed Bid including all attachments, certifications, notices, and requirements stated therein.
5. Performance bond (pages to 00 61 13.13-1 through 00 61 13.13-3, inclusive);
6. Payment bond (pages 00 61 13.16-1 through 00 61 13.16-3, inclusive);
7. Other bonds
  - a. NA (pages NA to NA, inclusive);
  - b. NA (pages NA to NA, inclusive);
  - c. NA (pages NA to NA, inclusive);
8. General Conditions (pages 00 72 00-1 through 00 72 00-65, inclusive);
9. Supplementary Conditions (pages 00 73 00-1 through 00 73 00-27, inclusive);
10. Specifications as listed in the table of contents of the Project Manual;
11. Drawings—Sheets No. 1 through No. 201

inclusive incorporated herein by reference with each sheet bearing the following general title:

**BITTERSWEET WATER RECLAMATION FACILITY IMPROVEMENTS,**  
**CONTRACT 1-2021, VILLAGE OF BARTLETT, ILLINOIS**

as well as drawings listed in the table of contents that are bound at the back of these specifications.

12. Addenda (NO. 1 DATED 7/23/21, NO. 2 DATED 7/29/21, AND NO.3 DATED 7/30/21).

13. Exhibits to this Agreement (enumerated as follows:)

- a. CONTRACTOR's Bid (pages 00 41 00-1 to 00 41 00-16);
- b. Documentation submitted by CONTRACTOR prior to Notice of Award  
(NA);
- c. (NA);

14. The following may be delivered or issued on or after the Effective Date of the Agreement:

- a. Notice to Proceed (pages 00 51 10-2, inclusive);
- b. Work Change Directives (not attached to this Agreement);
- c. Change Order(s) (not attached to this Agreement).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed or referenced above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

## Article 10. MISCELLANEOUS

### 10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 CONTRACTOR's Certifications

A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means the intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 Nonwaiver

A. No provision of the Contract Documents will be deemed waived by reason of one party failing to enforce the provision on one or more occasions. Any such waiver must be in writing.

#### 10.07 Integration

A. The parties' entire agreement is contained in the Contract Documents, and the provisions of the Contract Documents supersede all prior discussions or writings between the parties.

#### 10.08 Anti-Discrimination

A. CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. CONTRACTOR shall carry out applicable requirements of 40 CFR 33 in the award and administration of Agreements awarded under the Water Pollution Control Loan Program. Failure by CONTRACTOR to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or other legally available remedies.

## 10.09 Audit; Access to Records

A. CONTRACTOR shall maintain books, records, documents, and other evidence directly pertinent to performance on loan work in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain the financial information and data used by CONTRACTOR in the preparation of support of any cost submissions required for a Change Order and a copy of the cost summary submitted to OWNER. The Illinois Auditor General, OWNER, the Illinois Environmental Protection Agency, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. CONTRACTOR shall provide facilities for access and inspection.

B. For a formally advertised, competitively awarded, fixed price Agreement, CONTRACTOR shall include access to records for all negotiated Change Orders and Agreement amendments in excess of \$25,000 that affect the Agreement price. In the case of all other prime Agreements, CONTRACTOR shall agree to include access to records in all Agreements and all tier subcontracts or Change Orders in excess of \$25,000 that are directly related to performance of the Work.

C. Audits shall be in accordance with auditing standards generally accepted in the United States.

D. CONTRACTOR shall agree to disclosure of all information and reports resulting from access to records. When the audit concerns CONTRACTOR, the auditing agency shall afford CONTRACTOR an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

E. The records shall be maintained and made available during performance of the Work under the loan agreement and for three years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or settlement of claims out of any performance, costs or items to which an audit exception has been taken shall be maintained and made available for three years after resolution of the dispute, appeal, litigation, claim, or exception.

F. The right of access will generally be exercised with respect to financial records under:

1. Negotiated prime Agreements.
2. Negotiated Change Orders or Agreement amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price Agreement.
3. Subcontracts or purchase orders under any Agreement other than a formally advertised, competitively awarded, fixed price Agreement.

G. The right of access will generally not be exercised with respect to a prime Agreement, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of Agreement or subcontract:

1. With respect to records pertaining directly to performance of the Work, excluding any financial records of CONTRACTOR.

2. If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of this Agreement or subcontract.

#### 10.10 Covenant Against Contingent Fees

CONTRACTOR shall warrant that no person or selling agency has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, OWNER shall have the right to annul the Agreement without liability or in discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

#### 10.11 Subcontracts

The award or execution of all subcontracts by CONTRACTOR and the procurement and negotiation procedures used by CONTRACTOR shall comply with:

- A. All applicable provision of federal, state, and local law.
- B. All provisions of Part 365.620 of Title 35 of the Illinois Administrative Code, Subtitle C, Chapter II regarding fraud and other unlawful or corrupt practices.
- C. All provisions of Part 365.620 of Title 35 of the Illinois Administrative Code, Subtitle C, Chapter II regarding access to facilities, records and audit of records.
- D. All provisions of Part 365.620 of Title 35 of the Illinois Administrative Code, Subtitle C, Chapter II that require Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with any controlling federal Executive Orders.

#### 10.12 CONTRACTOR Bankruptcy

In the event of a CONTRACTOR bankruptcy, OWNER shall notify the Illinois Environmental Protection Agency (IEPA) and shall keep the IEPA advised on any negotiations with the bonding company, including any proposed settlement. The IEPA may participate in those negotiations and will advise OWNER of the impact of any proposed settlement to the loan agreement. OWNER shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding the Construction Contract.

#### 10.13 Access to Work

OWNER shall provide IEPA representatives with access to the Work associated with the Contract Documents. CONTRACTOR and its subcontractors shall provide facilities for the access and inspection of the Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in quadruplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, ENGINEER, and the Illinois Environmental Protection Agency. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER **VILLAGE OF BARTLETT, ILLINOIS**

\_\_\_\_\_  
Signature and Title (Seal)

ATTEST:

By: \_\_\_\_\_  
Signature and Title

Address for Giving Notices:

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

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Designated Representative: \_\_\_\_\_

CONTRACTOR JOSEPH J. HENDERSON & SON, INC.

\_\_\_\_\_  
Signature and Title (Seal)

ATTEST:

By: \_\_\_\_\_  
Signature and Title

Address for Giving Notices:

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

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Designated Representative: \_\_\_\_\_

License No.: \_\_\_\_\_  
(Where applicable)

(If CONTRACTOR is a corporation, limited liability company, or a partnership, attach evidence of authority to sign.)



INSTRUCTIONS FOR EXECUTING CONTRACT

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR's official signature. Please have the name of the signing party printed under all signatures to the Agreement.

If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the partnership.

If CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and on behalf of CONTRACTOR.

If CONTRACTOR is operating as a limited liability company, and it is member-managed, each member should sign the Agreement, or an authorized member should sign. If the LLC is manager-managed, an authorized manager should sign. If the Agreement is not signed by each member, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the LLC.

If CONTRACTOR is a corporation, the Secretary of the corporation should sign the certificate below. If the Agreement itself is signed by the Secretary of the corporation, the certificate below should be executed by some other officer of the corporation, under the corporate seal. In lieu of the following certificate, there may be attached to the Agreement copies of so much of the records of the corporation which will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
*(Print Name)* *(Title of Officer Signing Certificate)*

of the corporation named as CONTRACTOR herein above; that \_\_\_\_\_  
*(Print Name of Officer Signing Agreement)*

who signed the foregoing Agreement on behalf of CONTRACTOR was then \_\_\_\_\_  
*(Title of Officer Signing Agreement)* of said corporation; that said Agreement was duly signed

for and on behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)

END OF SECTION

**EXHIBIT B**

**NOTICE OF AWARD**

To: \_\_\_\_\_  
Attention: David Henderson  
\_\_\_\_ Joseph J. Henderson & Son, Inc..  
4288 Old Grand Avenue  
\_\_\_\_ Gurnee, IL 60031

PROJECT Description: Bittersweet Water Reclamation Facility Improvements, Contract 1-2021,  
Village of Bartlett, Illinois

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated June 16, 20 21 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 35,320,000.00 .  
You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Village of Bartlett, Illinois  
(Owner)

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

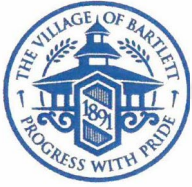
Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by \_\_\_\_\_,

this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_



# Agenda Item Executive Summary

Item Name      IL Rt 59 & W. Bartlett Rd. Intersection  
Improvements      Committee  
or Board      Board

## BUDGET IMPACT

<i>Amount:</i>	\$213,613	<i>Budgeted</i>	\$250,000
<i>List what fund</i>	Street & MFT		

## EXECUTIVE SUMMARY

As you are aware, we are working with IDOT on the intersection improvements at IL Rt 59 and W. Bartlett Rd. The improvements include work that the village is responsible to pay for: emergency vehicle pre-emption, street lighting, and traffic signals. An agreement between the village and IDOT for the IL Rt 59 and W. Bartlett Rd. intersection improvements is required for this work to be included. Attached is the intergovernmental agreement between the village and IDOT. We recommend that the Village Board approve the IGA with IDOT.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Intergovernmental Agreement

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Resolution 2021-\_\_\_\_\_, a Resolution Authorizing the Execution of the Intergovernmental Agreement Between the State of Illinois and the Village of Bartlett for IL Rt 59 and W. Bartlett Rd. Intersection Improvements

Staff:              Dan Dinges, Director of Public Works

Date:              10/22/21

# Memo

DATE: October 22, 2021

TO: Paula Schumacher  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: IL Rt. 59 & W. Bartlett Rd. Intersection Improvements

As you are aware, we are working with IDOT on the intersection improvements at IL Rt 59 and W. Bartlett Rd. The improvements include work that the village is responsible to pay for: emergency vehicle pre-emption, street lighting, and traffic signals. An agreement between the village and IDOT for the IL Rt 59 and W. Bartlett Rd. intersection improvements is required for this work to be included. Attached is the intergovernmental agreement between the village and IDOT. We recommend that the Village Board approve the IGA with IDOT.

**MOTION:** I move to approve Resolution 2021-\_\_\_\_\_, a Resolution Authorizing the Execution of the Intergovernmental Agreement Between the State of Illinois and the Village of Bartlett for IL Rt 59 and W. Bartlett Rd. Intersection Improvements

**RESOLUTION 2021 - \_\_\_\_\_**

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF BARTLETT AND THE STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION**

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**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The agreement is for proposed improvements that the Village is responsible for paying including emergency pre-emption equipment, street lighting and traffic signals with a total sum of \$213,613.00.

**SECTION TWO:** The Agreement dated November 2, 2021, between the State of Illinois and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION THREE:** That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

**SECTION FOUR: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FIVE: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION SIX: EFFECTIVE DATE.** This Resolution shall be in full force

and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: November 2, 2021

APPROVED: November 2, 2021

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

**C E R T I F I C A T I O N**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 - \_\_\_\_\_ enacted on November 2, 2021, and approved on November 2, 2021, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

FAP 338 IL 59 (Sutton Road)  
At West Bartlett Road  
State Section: 110R-1-N  
County: Cook  
Job No. : C-91-457-16  
Contract No.: 62D30  
Agreement No.: JN-121-015

AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 A.D.,  
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT  
OF TRANSPORTATION hereinafter called the STATE, and the VILLAGE OF  
BARTLETT of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and ensure safety  
to the motoring public, is desirous of improving approximately 3,470 lineal feet of  
Illinois 59 at West Barlett Road, FAP 338, State Job No.: C-91-457-16, State  
Contract No.: 62D30, State Section No.: 110R-1-N, by widening, milling,  
resurfacing, and reconstruction as follows:

The general scope of work for this intersection improvement consists of the addition  
of dual left turn lanes as well as dedicated right turn lanes to all legs, traffic signal  
replacement, and  
utility relocation and by performing all other work necessary to complete the  
improvement in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of  
immediate benefit to the VILLAGE residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering cost subject to reimbursement by the VILLAGE as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.
4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.
5. The VILLAGE agrees that upon award of the contract for this improvement, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.
6. The VILLAGE further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.



7. The VILLAGE agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Illinois 59 without the consent of the STATE.
8. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
9. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
10. The VILLAGE agrees to obtain from the STATE an approved permit for any VILLAGE owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
11. Upon final field inspection of the improvement and so long as Illinois 59 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
12. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including sidewalks, parkways, guardrails, crosswalk

and stopline markings, VILLAGE owned utilities including appurtenances thereto and highway lighting including furnishing the electrical energy thereof.

13. The VILLAGE further agrees to continue its existing maintenance responsibilities on West Bartlett Road and all other side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of II 59. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities.

14. It is mutually agreed that highway lighting included in the improvement shall be installed as follows:

- I. The STATE's contractor shall install all highway lighting underground items, including, but not necessarily limited to, electric service installation, electric utility service connection, underground conduits and cables, utility ducts, lighting controller and light pole foundations.
- II. The VILLAGE shall procure and install at its own cost all lighting Above ground item, including, but not necessarily limited to, light poles with mast arms, breakaway devices, luminaires and luminaire safety cable assemblies. The VILLAGE should procure all the required above ground materials upon award of the STATE's contract.
- III. The VILLAGE's contractor may commence work on the above

ground items no earlier than 30 days prior to the scheduled project completion date. The VILLAGE's contractor shall coordinate and receive approval for its work commencement date with the STATE Resident Engineer.

IV. The VILLAGE's contractor shall schedule its work so as to minimize conflicts that may arise with work by the STATE's contractor. No additional compensation will be allowed for delays or inconveniences resulting from activities of the STATE's contractor.

15. Upon acceptance by the STATE of the new traffic signal included herein, the responsibility for maintenance and energy shall remain as outlined in the current Agreement between the STATE and VILLAGE.

16. It is mutually agreed that the actual traffic signal maintenance will continue to be performed by the STATE, either with its own forces or through an ongoing contractual agreement.

17. The STATE'S Electrical Maintenance Contractor shall maintain the "Emergency Vehicle Pre-Emption System" equipment, located at the traffic signal and shall invoice the VILLAGE for the costs related to said maintenance.

18. The VILLAGE shall maintain the emitters and associated appurtenances at its own expense. The emitters shall be maintained and tested by the VILLAGE in accordance with the recommendations of the manufacturer.

19. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals, then the VILLAGE agrees to be financially responsible for its share of the traffic signals and all costs to relocate or reconstruct the emergency vehicle pre-emption equipment in conjunction with the STATE's proposed improvement.
  
20. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
  
21. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6005784 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is

Village of Bartlett  
228 S Main Street  
Bartlett, IL 60103

Obligations of the STATE and the VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF BARTLETT

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print or Type)

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

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Clerk

(SEAL)

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Jose Rios, P.E.  
Region One Engineer

Date: \_\_\_\_\_

Job No.: C-91-457-16  
Agreement No.: JN-121-015

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of Illinois 59 at West Bartlett Road known as FAP 338, State Section No.: 110R-1-N, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

"Exhibit B"  
FUNDING RESOLUTION

WHEREAS, the VILLAGE OF BARTLETT has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of Illinois 59, known as State Section No.: (110R-1)N; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Two Hundred Thirteen Thousand Six Hundred Thirteen Dollars (\$213,613) or so much thereof as may be necessary, from any money now or hereinafter allotted to the VILLAGE to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation in a lump sum, upon completion of the project based on final costs.

BE IT FURTHER RESOLVED, that the VILLAGE agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, \_\_\_\_\_, \_\_\_\_\_ Clerk in and for the \_\_\_\_\_ of  
\_\_\_\_\_ hereby certify the foregoing to be a true perfect and complete copy of the  
resolution adopted by the \_\_\_\_\_ at a meeting on \_\_\_\_\_, 20\_\_\_\_ A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this \_\_\_\_\_ day of  
\_\_\_\_\_. 20\_\_\_\_\_ A.D.

\_\_\_\_\_

Village Clerk

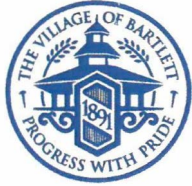
(SEAL)



**EXHIBIT A  
ESTIMATE OF COST Contract 62D30**

Type of Work	FEDERAL		STATE		VILLAGE OF BARTLETT		TOTAL
	\$	%	\$	%		%	
All roadway work excluding the following:	\$1,760,000	80%	\$440,000	20%			\$2,200,000
P&C Engineering (15%)	\$264,000	80%	\$66,000	20%			\$330,000
<b>TRAFFIC SIGNALS</b>							
IL 59 at West Bartlett Road	\$300,000	80%	\$56,250	15%	\$18,750	5%	\$375,000
P&C Engineering (15%)	\$45,000	80%	\$8,438	15%	\$2,813	5%	\$56,250
Emergency Vehicle Pre-emption					\$7,000	100%	\$7,000
P& C Engineering (15%)					\$1,050	100%	\$1,050
<b>OTHER ITEMS</b>							
Installing underground Lighting Facilities					\$160,000	100%	\$160,000
P& C Engineering (15%)					\$24,000	100%	\$24,000
<b>TOTAL</b>	<b>\$2,369,000</b>		<b>\$570,688</b>		<b>\$213,613</b>		<b>\$3,153,300</b>

NOTE: The Local's participation shall be predicated upon the percentages shown above for the specified work. The Local Agency's cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.



# Agenda Item Executive Summary

Item Name: Bittersweet WRF Stormwater Variance      Committee or Board: Board

## BUDGET IMPACT

Amount: N/A      Budgeted: N/A  
List what fund: N/A

## EXECUTIVE SUMMARY

As part of the Bittersweet WRF rehabilitation project, a variance is required from the DuPage County Stormwater Ordinance for Site Runoff Storage or stormwater detention. The past additions of impervious area, as well as the necessary WRF project, result in a required site storm storage volume of 5.2 acre-feet. We are able to provide only 1.44 acre-feet on the proposed site. The remaining 3.76 acre-feet will be provided off-site with the Oneida Detention Basin improvement project.

The Stormwater Oversight Committee conducted the required public hearing for the variance at their meeting on October 7, 2021. The Oversight Committee recommended approval.

## ATTACHMENTS (PLEASE LIST)

PW Memo, Ordinance, meeting minutes, variance presentation, DuPage request

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION: I MOVE TO APPROVE ORDINANCE \_\_\_\_\_, AN ORDINANCE GRANTING THE STORMWATER VARIANCE**

Staff: Bob Allen, Village Engineer

Date: November 2, 2021

**PUBLIC WORKS MEMORANDUM**  
**21-001**

DATE: October 7, 2021  
TO: Paula Schumacher, Village Administrator  
FROM: Bob Allen, Village Engineer  
RE: **Stormwater Site Storage Variance, Bittersweet WRF**

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**PETITIONER**

Village of Bartlett – Village Representative Phil Severson of Strand Associates, Inc.

**SUBJECT SITE**

1150 Bittersweet Drive (existing WRF facility, rehabilitation project)

**REQUESTS**

**Variations** – A variance is required from the DuPage County Stormwater Ordinance, for the Stormwater Site Runoff Storage, as stated in Article IX – Section 15-72. The past additions of impervious area, as well as the necessary WRF rehabilitation project, result in a required site storage volume of 5.2 acre-feet. We can provide 1.44 acre-feet of runoff storage on the proposed site. The remainder, or 3.76 acre-feet, will be provided off-site at the existing Oneida Detention Basin.

**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Existing WRF</b>	<b>Public Lands</b>	<b>P-1</b>
North	Single-Family	Residential	SR-3
South	Forest Preserve	Public Lands	P-1
East	Forest Preserve	Public Lands	P-1
West	Forest Preserve	Public Lands	P-1

**DISCUSSION**

1. The Petitioner is requesting a Stormwater Site Storage Variance for the proposed Bittersweet WRF improvements at the site of the existing WRF at 1150 Bittersweet Drive. Please note that at their 9/7/21 meeting, the DuPage County

Stormwater Management Committee passed a motion *not to object to the variance petition* for the referenced project requesting relief from Section 15-72 of the DuPage Countywide Stormwater and Flood Plain Ordinance. Please see the attached notice from DuPage County Stormwater Management.

2. The proposed site has been maximized for runoff storage, given the topography and the necessary function of the treatment facility. We have provided as much runoff storage as is possible given the elevation and facility constraints.
3. There is currently no runoff storage at the treatment facility. The variance provides 1.44 acre-feet of the required volume in the proposed wetland basin. This is an improvement over current conditions and will provide enhancements to existing basins off-site as well.
4. It should be noted that the proposed peak discharge for the entire site will be less than the 1992 conditions for the 100-year, 24-hour event as a large portion of the site will now be detained. The peak discharge for the site in the 1992 conditions and proposed conditions are shown in the table below.

<u>Storm Event</u>	<u>Peak Discharge Summary (cfs)</u>	
	<u>1992 Conditions</u>	<u>Proposed Conditions</u>
100-year, 24-hour	10.18	8.79

5. To meet the stormwater requirements for the site, the Petitioner has arranged to pay a fee-in-lieu of the required Post-Construction Best Management Practices (PCBMP) with DuPage County. The Village Engineer supports the Petitioner's request to utilize the fee-in-lieu program.
6. The proposed WWTP Rehabilitation Project variance will not impact site, adjacent property or upstream/downstream flood elevations or flood conveyance capacities. There will be no new or additional increases in flood velocity due to the project or variance.
7. A water quality benefit will be realized through the proposed wetland basin and the enhanced treatment facility processes and equipment. All applicable Ordinance standards and regulations will be followed on-site and at the proposed off-site facilities.

**RECOMMENDATION**

1. *The Oversight Committee reviewed the variance request and held the required public hearing on October 7, 2021. The Oversight Committee recommended **approval** based upon the following conditions and Findings of Fact:*
  - A. That the variance is consistent with the general purpose and intent of the DuPage Stormwater Ordinance and the development meets the requirements specified in Section 15-27 of said ordinance; and
  - B. That the variance shall not alter the essential character of the area involved, including existing stream uses; and
  - C. That carrying out the strict letter of the provisions of said Ordinance would create an undue or particular hardship or difficulty on the owner; and
  - D. That the relief requested is the minimum necessary and there are no means other than the requested variance by which the alleged hardship can be avoided or remedied to a degree sufficient to permit the reasonable continuation of the development; and
  - E. That the applicant's circumstances are unique and do not represent a general condition or problem; and
  - F. That the subject development is exceptional as compared to other developments subject to the same provision; and
  - G. That when the variance request involves the standards for wetlands and flood plains, the development proposed for a wetland or flood plain could not be constructed if it were limited to areas outside the wetland or flood plain.
  - H. Village Engineer approval of the final engineering plans for the proposed WRF detention basin and the Oneida basin stormwater storage volumes. Each basin volume must be verified and found to be equal to or greater than the required stormwater storage volume for the project, in this case it is to be a total of 5.2 acre-feet of storage.
2. The ordinance and minutes of the Oversight Committee meeting and background information is attached for your review.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING STORMWATER VARIANCE**

---

**WHEREAS**, Dan Dinges, the Public Works Director of the Village of Bartlett, filed a Variation Application (the "Petition for Stormwater Variance") prepared by the Village's consulting engineers, Strand & Associates, with the Village of Bartlett for a variance from the required site detention storage volume for the proposed Bartlett Wastewater Treatment Facility Rehabilitation Project to be constructed on the property legally described as:

THAT PART OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 40NORTH, RANGE 9, EAST OF THE THIRD MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST ¼; THENCE NORTH 00 DEGREES 29 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST ¼ 2,59.70 FEET TO THE SOUTH LINE OF PUBLIC ROADWAY KNOWN AS STEARNS ROAD; THENCE SOUTH 89 DEGREES 00 MINUTES 22 SECONDS WEST ALONG SAID SOUTH LINE, 66.00 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 47 SECONDS WEST, 576.05 FEET; THENCE SOUTH 88 DEGREES 31 MINUTES 58 SECONDS WEST, 594.00 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 47 SECONDS WEST, 1584.00 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 58 SECONDS EAST, 660.00 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS,

which is commonly known as 1150 Bittersweet, Bartlett, Illinois (the "Project Site") in accordance with the requirements of the DuPage Countywide Stormwater & Flood Plain Ordinance, as amended (the "DuPage County Regulations") which have been adopted by the Village of Bartlett for the entire Village and are expressly incorporated by reference and made a part of the Bartlett Municipal Code as Title 11, Chapter 8 thereof, entitled "Stormwater Management" (the "Bartlett Stormwater Ordinance"); and

**WHEREAS**, the Village of Bartlett is a partial waiver community under the DuPage County Regulations and the Stormwater Ordinance, and as such the Public Works Director, the Director of Community Development (now known as the Director of Planning & Development Services), and the Assistant Village Administrator have heretofore been appointed and designated in Section 11-8-6 of the Bartlett Municipal Code as the Oversight Committee for purposes of the Bartlett Stormwater Ordinance, whose duties include holding public hearings, make findings of fact, and a recommendation to the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") in the case of petitions for variances under the DuPage County Regulations and the Bartlett Stormwater Ordinance; and

**WHEREAS**, after due notice of public hearing delivered to the Village Administrator on behalf of the Petitioner and the Public Hearing Notice was published in the Daily Herald

on September 22, 2022, a date not less than 14 days before the public hearing, the Oversight Committee conducted a public hearing on the Petition for Stormwater Variance on October 7, 2021, and has recommended its approval of the Petition for Variance to the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") based on its findings of fact as evidenced by the minutes of the public hearing; and

**WHEREAS**, the Corporate Authorities, have reviewed the Petition for Stormwater Variance, including documents submitted by the Petitioner's consulting design engineer, Strand & Associates, in support of the variance in the record of the public hearing before the Oversight Committee, and the letter from Clayton Heffter, the DuPage County Stormwater Permitting Manager dated September 20, 2021, advising that the DuPage County Stormwater Management Committee passed a motion at their meeting held on September 7, 2021 not to object to the Village's Petition for Variance requesting relief from Section 15-72 of the DuPage County Regulations, and the minutes of the public hearing; and

**WHEREAS**, the Corporate Authorities have determined that it is in the public interest to grant the Village of Bartlett's Petition for Stormwater Variance based on its findings of fact set forth in Section One of this Ordinance;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The Corporate Authorities do hereby find and determine, and make the following findings of fact:

1. Granting the variance will not alter the essential character of the area involved, including existing stream uses.
2. Carrying out the strict letter of the provisions of the Bartlett Stormwater Ordinance would create an undue or particular hardship or difficulty on the Village of Bartlett as the developer of the proposed Wastewater Treatment Facility Rehabilitation Project and owner of the Project Site.
3. The relief requested is the minimum necessary and there are no means other than the requested variance by which the alleged hardship can be avoided or remedied to a degree sufficient to permit the reasonable continuation of the development.
4. The Applicant's circumstances are unique and do not represent a general condition or problem.
5. The subject development is exceptional as compared to other developments subject to the same provision.
6. The variance requested does not involve the standards for wetlands and flood plains as there are none currently on the site or that will be impacted, but a wetland

bottom detention basin will be added for storage and as an amenity which will improve water quality.

7. The proposed development will not result in unreasonable, new or additional expenses to any person other than the Village as the developer for flood protection or for lost environmental stream uses and functions attributable to the development.
8. The proposed development will not unreasonably increase flood elevations or decrease flood conveyance capacity upstream or downstream of the area under the ownership or control of the Village as the developer.
9. The proposed development will not pose any unreasonable, new or additional increase in flood velocity or impairment of the hydrologic and hydraulic functions of streams and flood plains unless a watershed benefit is realized.
10. The proposed development will not violate any provisions of the DuPage County Regulations or the Bartlett Stormwater Ordinance either during or after construction.
11. The proposed development will not unreasonably or unnecessarily degrade surface or groundwater quality.

**SECTION TWO:** Based upon the findings of fact made in Section One of this Ordinance, the recommendation from the Oversight Committee, and the authority granted under the DuPage County Regulations and the Bartlett Stormwater Ordinance, the Petition for Variance of the Village of Bartlett is hereby granted.

**SECTION THREE: SEVERABILITY.** The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

**SECTION FOUR: REPEAL OF PRIOR ORDINANCES.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Ordinance shall be in full force and effect upon passage and approval.



ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2021-\_\_\_\_\_ enacted on \_\_\_\_\_, 2021 and approved on \_\_\_\_\_, 2021, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk



VILLAGE OF BARTLETT – OVERSIGHT COMMITTEE  
PUBLIC HEARING MINUTES  
OCTOBER 7, 2021

---

**1. CALL TO ORDER (Public Hearing conducted on Zoom)**

Chairman Dinges called the Oversight Committee - Public Hearing of October 7, 2021, to consider evidence and testimony from the petitioners and members of the public with respect to the proposed Stormwater Site Variance from the DuPage County Stormwater Ordinance, for the Bartlett Water Reclamation Facility (WRF) Rehabilitation Project to order at 10:00 AM (Zoom Meeting).

**ROLL CALL VOTE TO OPEN THE PUBLIC HEARING**

PRESENT: Chairman Dan Dinges (PW Director), Member Roberta Grill (PDS Director), and Member Scott Skrycki (Asst. Village Administrator)

ABSENT: None

ALSO PRESENT: Consultant Phil Severson (Strand Associates), Village Attorney Bryan Mraz, Village Engineer Robert Allen (Record. Secretary)

**2. MEETING ITEMS – VARIANCE REVIEW**

Attorney Mraz stated that pursuant to Section 7(e) of the Open Meetings Act and the ongoing COVID-19 pandemic, an in person meeting is not practical and that notice of this public hearing stating the date, time and that it would be conducted using the Zoom conference application with a link thereto and to the Village's website was personally delivered to Paula Schumacher, the Village Administrator of the Village of Bartlett, which is the petitioner in this variance proceeding, on September 22, 2021 and was duly published in the Daily Herald newspaper on September 22, 2021, a date not less than 14 days before this hearing as required by the DuPage County Countywide Stormwater and Flood Plain Ordinance, which has been adopted for the entire Village of Bartlett, and which for purposes of this hearing will be referred to by the Oversight Committee and by the witnesses as the "Stormwater Ordinance". The Certificate of Publication was made part of the record.

Consultant Phil Severson from Strand, Inc. was sworn in by Committee Chair, Dan Dinges.

Chairman Dinges requested that Mr. Severson testify as to the Village of Bartlett WWTP Rehabilitation Project Stormwater Site Storage Variance Petition (the "Petition for Stormwater Variance") which was entered into the record.

Mr. Severson began by noting that the Village of Bartlett has adopted the DuPage Stormwater and Flood Plain Ordinance by reference and has made it a part of the Bartlett



VILLAGE OF BARTLETT – OVERSIGHT COMMITTEE  
PUBLIC HEARING MINUTES  
OCTOBER 7, 2021

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Municipal Code. The Village of Bartlett is a partial-waiver community under that Ordinance. He testified that the proposed Bartlett Wastewater Treatment Plan Facility Rehabilitation Project (referred to in the Petition for Stormwater Variance and in these minutes as the “WRF Rehabilitation Project” and the location of the proposed WRF Rehabilitation Project improvements as the “WRF Site”) which involves stormwater detention. He testified that it has been determined that the required stormwater storage for that facility is too large a volume to reasonably fit on the WRF Site. Therefore, an additional off-premises site is proposed to be utilized as well to accommodate the required stormwater storage for the WRF Rehabilitation Project. According to the Stormwater Ordinance, a variance is required for the proposed off-site storm storage. Note: at this point, Mr. Severson began sharing his screen so that the committee could see the information he was presenting. A written copy of his Power Point presentation will be made part of the hearing record.

Mr. Severson continued by explaining that the Stormwater Ordinance requires detention when 25,000 square feet or more of impervious area is proposed to be added to the proposed site, or when 25,000 square feet is proposed to be disturbed. The required stormwater storage volume, in this case, was calculated to be 5.2 acre-feet for the proposed WRF Rehabilitation Project.

He explained that due to site constraints, only 1.44 acre-feet can be located at this WRF Site, with the remaining volume of 3.76 acre-feet to be located off-site at the existing Oneida Detention Basin. He testified that the on-site volume (1.44 acre-feet) and the off-site volume (3.76 acre-feet ) fulfill the full requirement of 5.2 acre-feet of stormwater storage.

Mr. Severson then noted that the DuPage County Stormwater Committee had reviewed the Village’s Petition for Stormwater Variance petition at their September 7, 2021 meeting, as per the Stormwater Ordinance, and passed a motion not to object to the variance for this project, noting that the Village is requesting relief from Section 15-72 of the Stormwater Ordinance which is applicable to developments without 100% of the required runoff storage on-site and the remainder provided off-site. A memo from DuPage County Stormwater Management has been added to the record.

At this point, Mr. Severson provided a review of some of the variance requirements and pointed to them on the Drainage Map exhibit entitled the “Bittersweet Water Reclamation Facility Improvements Exhibit” which was an aerial view of the WRF Site and surrounding properties overlaid with various topographic contour and regulatory contours, flood plain and wetland information and locations thereof and depicting the 12.46 acre disturbed area in yellow and the on-site location, summary and calculation of the 1.44 acre feet of on-site



VILLAGE OF BARTLETT – OVERSIGHT COMMITTEE  
PUBLIC HEARING MINUTES  
OCTOBER 7, 2021

---

storage. He also testified to the WRF Site constraints depicted on that exhibit. He noted that the site of the proposed WRF Rehabilitation Project was an existing wastewater public treatment facility, but it also includes the Lake Michigan Water Pump Station facility, as well as the existing Bartlett Public Works facility. As such, the combined facilities fill the available area and no additional land is available for 100% of the required stormwater runoff storage for the WRF Rehabilitation Project. He noted that the WRF Rehabilitation Project design includes some public benefits, including the 1.44 acre-feet of runoff detention to be built as currently no detention is provided on the WRF Site. He went on to explain that the runoff basin to be constructed on the WRF Site (1.44 acre-feet) if the variance is approved and the WRF Rehabilitation Project is built, would contain a wetland bottom which will improve both site runoff storage and water quality.

Mr. Severson then went through the Petition for Variance and how Sections 15-117.G and 15-117.J were addressed and Mr. Severson concluded his portion of the variance presentation for the Oversight Committee.

Chairman Dinges noted that there were no members of the public signed into the Zoom call. He then asked the committee and other attendees for any questions or comments.

Attorney Mraz asked Mr. Severson whether there were any impacts on regulatory flood plain, wetland or critical wetland.

Mr. Severson stated that currently there are not, and that a stormwater report was submitted for Village and County review, including the required information regarding adjacent flood plain and wetlands.

Mr. Severson also explained that the off-site flood plains and wetlands were not part of the variance calculation for site runoff storage or the fee-in-lieu process for the off-site stormwater storage. Bartlett, being a partial-waiver community, is responsible for the stormwater storage requirements, both on-site and off-site, i.e., 5.2 acre-feet of storage for this WRF Rehabilitation Project. He testified that the adjacent flood plain and wetlands will not be impacted.

Attorney Mraz clarified his question by stating that he wanted to know how the runoff volume not being stored on the WRF Site is being taken care of.

Mr. Severson explained that the total volume required by the proposed WRF Rehabilitation Project, and the past increases in impervious area, was 5.2 acre-feet. 1.44 acre-feet is being provided on the WRF Site and 3.76 acre-feet, or the remainder of the required storage is



VILLAGE OF BARTLETT – OVERSIGHT COMMITTEE  
PUBLIC HEARING MINUTES  
OCTOBER 7, 2021

---

being provided off-site at the Oneida Detention Basin. The Oneida Basin portion, 3.76 acre-feet, is considered as the fee-in-lieu portion, as we are not able to include it on the WRF Site as part of the WRF Rehabilitation Project.

Chairman Dinges asked the committee for any other questions or comments but none were brought up at this time. He noted that he would entertain a motion to close the hearing.

Member Skrycki made a motion to close the public hearing and the motion was seconded by Member Grill.

**ROLL CALL VOTE TO CLOSE THE PUBLIC HEARING**

**AYES:** Chairman Dinges, Member Skrycki, Member Grill

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

**3. VARIANCE APPROVAL**

Chairman Dinges then noted that the hearing was closed and asked for a motion to approve the findings of fact.

Member Grill then moved to approve of the following findings of fact:

- (1) Granting the variance will not alter the essential character of the area involved, including existing stream uses.
- (2) Carrying out the strict letter of the provisions of the Bartlett Stormwater Ordinance would create an undue or particular hardship or difficulty on the Village of Bartlett as the developer of the proposed Wastewater Treatment Facility Rehabilitation Project and owner of the Project Site.
- (3) The relief requested is the minimum necessary and there are no means other than the requested variance by which the alleged hardship can be avoided or remedied to a degree sufficient to permit the reasonable continuation of the development.
- (4) The Applicant's circumstances are unique and do not represent a general condition or problem.
- (5) The subject development is exceptional as compared to other developments subject to the same provision.



VILLAGE OF BARTLETT – OVERSIGHT COMMITTEE  
PUBLIC HEARING MINUTES  
OCTOBER 7, 2021

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- (6) The variance requested does not involve the standards for wetlands and flood plains as there are none currently on the site or that will be impacted, but a wetland bottom detention basin will be added for storage and as an amenity which will improve water quality.
- (7) The proposed development will not result in unreasonable, new or additional expenses to any person other than the Village as the developer for flood protection or for lost environmental stream uses and functions attributable to the development.
- (8) The proposed development will not unreasonably increase flood elevations or decrease flood conveyance capacity upstream or downstream of the area under the ownership or control of the Village as the developer.
- (9) The proposed development will not pose any unreasonable, new or additional increase in flood velocity or impairment of the hydrologic and hydraulic functions of streams and flood plains unless a watershed benefit is realized.
- (10) The proposed development will not violate any provisions of the DuPage County Regulations or the Bartlett Stormwater Ordinance either during or after construction.
- (11) The proposed development will not unreasonably or unnecessarily degrade surface or groundwater quality.

That motion was seconded by Member Skrycki.

**ROLL CALL VOTE TO APPROVE THE FINDINGS OF FACT**

**AYES:** Chairman Dinges, Member Skrycki, Member Grill

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

Member Grill then stated that due to the site being landlocked and the fact that the Village has maximized stormwater storage on the site, she moved to approve the variance as requested on the Petition for Stormwater Variance. The motion was seconded by Member Skrycki and a roll call vote was called for by Chairman Dinges.

**ROLL CALL VOTE TO APPROVE THE STORMWATER VARIANCE**

**AYES:** Chairman Dinges, Member Skrycki, Member Grill



VILLAGE OF BARTLETT – OVERSIGHT COMMITTEE  
PUBLIC HEARING MINUTES  
OCTOBER 7, 2021

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NAYS: None

ABSENT: None

MOTION CARRIED

Chairman Dinges noted that the motion carried and asked if there was any new business.

**4. NEW BUSINESS – None**

**5. ADJOURN**

Chairman Dinges asked for a motion to adjourn the Oversight Committee meeting. Member Grill made a motion to adjourn and the motion was seconded by Member Skrycki.

**ROLL CALL VOTE TO ADJOURN**

AYES: Chairman Dinges, Member Skrycki, Member Grill

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 10:26 AM.



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ASSOCIATES®

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**Strand Associates, Inc.®** 

Stormwater Oversight Committee  
Stormwater Site Storage Variance  
Bittersweet Water Reclamation Facility Improvements

**October 7, 2021**





## Outline

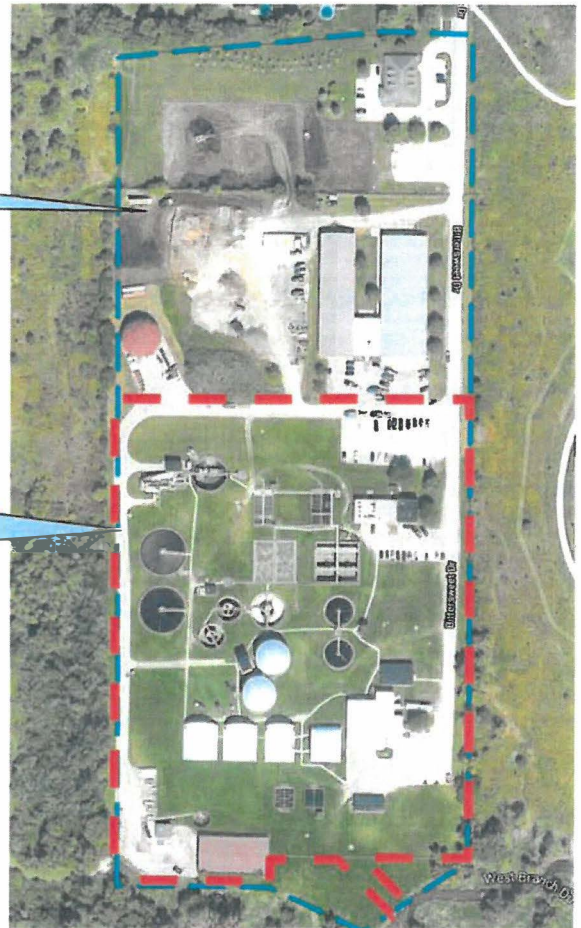
- Project Site
- Stormwater Detention
- Variance for Offsite Storage
- Findings of Fact For Variance
- Questions

## Project Site

Village of Bartlett Parcel

Bittersweet Water  
Reclamation Facility  
Improvements Project

- Site Runoff Storage (detention) Required:  
> 25,000 square feet (SF) impervious area added to site since February 15, 1992

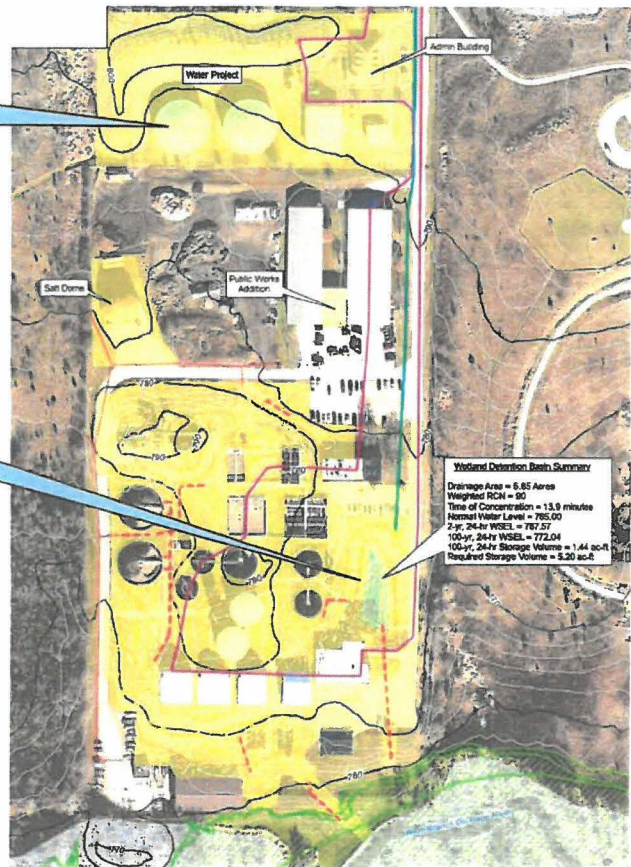


# Stormwater Detention

Post 1992 Disturbed Areas

New Onsite Detention

- Total detention required: 5.2 acre-feet.
- Onsite Detention: 1.44 acre-feet
- Remaining Portion: 3.76 acre-feet (off site detention)



## Variance Petition

- Variance petition from Section 15-72 of the DuPage County Countywide Stormwater and Flood Plain Ordinance without 100% of the required runoff storage, with the remainder of the required detention provided offsite.
- September 7, 2021 DuPage County Stormwater Management Committee passed motion not to object.
- Remaining 3.76 acre-ft provided by offsite detention with Oneida Basin project.

## Findings of Fact For Variance

- **Hardship:** Site is landlocked. Required storage volume exceeds what can reasonably fit onsite.
- **Public Interest:** Project site is Village property for wastewater treatment, Lake Michigan Pump Station, and public works buildings.
- **Public Benefit:** Onsite detention provides improvements to stormwater discharge and quality.
  - No current runoff storage onsite.
  - Peak discharge with onsite storage is reduced from 1992 conditions.
  - Onsite storage with wetland bottom best management practice improves water quality.

### Peak Discharge Summary (cfs)

<u>Storm Event</u>	<u>1992 Conditions</u>	<u>Proposed Conditions</u>
100-year, 24-hour	10.18	8.79

cfs=cubic feet per second





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STORMWATER SITE STORAGE VARIANCE REQUEST

BITTERSWEET WRF IMPROVEMENT PROJECT

SEPTEMBER 7, 2021



**Village of Bartlett WWTP Rehabilitation Project**  
**Stormwater Site Storage Variance**  
**Requirements**

Per Article XVI – Sections 15-117.G and 15-117.J of the DuPage Countywide Stormwater & Floodplain Ordinance, the following must be included with the Variance petition:

**Section 15-117.G:**

- G.1** The owner of the proposed site is the Village of Bartlett. The Village Administrator's signature and consent is found below:

WWTP Owner: Village of Bartlett  
Village Administrator: Paula Schumacher  
WWTP Address: 1150 Bittersweet Drive  
Bartlett, IL 60103

---

Original Signature

Date

- G.2** Consultant Contact Information

Mr. Troy Stinson, PE                      Phone: 608-251-4843  
Strand Associates, Inc.                  Email: troy.stinson@strand.com  
910 West Wingra Drive

- G.3** No family or economic interests. Village of Bartlett WWTP property.

- G.4** The subject property is located at 1150 Bittersweet Drive in Bartlett. The P.I.N. is 01-11-200-003 and the property totals 24.5 acres and serves as the existing Public Work Complex. It includes a water pump station and storage, PW garage and associated structures as well as the Bartlett WWTP facility (see attached property exhibit).
- G.5** A variance is required for the Site Runoff Storage, as stated in Article IX – Section 15-72. The past additions of impervious area, as well as the necessary WWTP rehabilitation project, result in a required site storage volume of 5.2 acre-feet. We can provide 1.44 acre-feet of runoff storage on the proposed site. The remainder, or 3.76 acre-feet, will be provided off-site.
- G.6** Article IX – Section 15-72 Site Runoff Storage. As noted in #4 above, a variance is required for the site runoff storage volume. The volume is too large for the existing site and it is not feasible to expand the site.
- G.7** The proposed site has been maximized for runoff storage, given the topography and the necessary function of the treatment facility. We have provided as much runoff storage as is possible given the elevation and facility constraints.
- G.8** There is currently no runoff storage at the treatment facility. The variance provides 1.44 acre-feet of the required volume in the proposed wetland basin. This is an improvement over current conditions and will provide enhancements to existing basins off-site as well.

It should be noted that the proposed peak discharge for the entire site will be less than the 1992 conditions for the 100-year, 24-hour event as a large portion of the site will now be detained. The peak discharge for the site in the 1992 conditions and proposed conditions are shown in the table below.

**Peak Discharge Summary (cfs)**

<b><u>Storm Event</u></b>	<b><u>1992 Conditions</u></b>	<b><u>Proposed Conditions</u></b>
100-year, 24-hour	10.18	8.79

- G.9** The proposed WWTP Rehabilitation Project variance will not impact site, adjacent property or upstream/downstream flood elevations or flood conveyance capacities. There will be no new or additional increases in flood velocity due to the project or variance.

A water quality benefit will be realized through the proposed wetland basin and the enhanced treatment facility processes and equipment. All applicable Ordinance standards and regulations will be followed on-site and at the proposed off-site facilities.

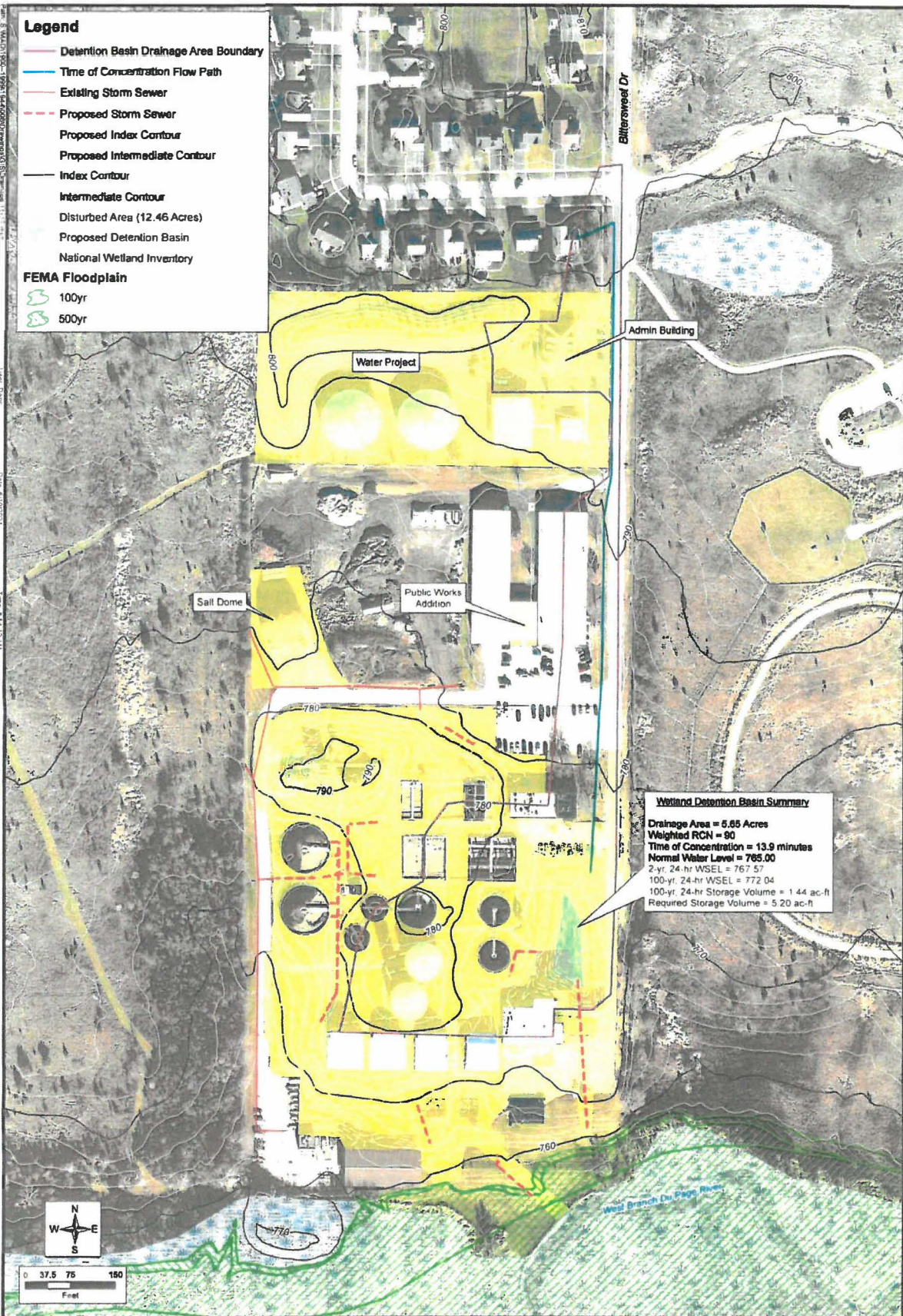
**Section 15-117.J:**

- J.1** The proposed variance will not alter the essential character of the area in any way. The existing WWTP facility will be improved and the overall site enhanced.
- J.2** As noted in G.7 above, we have maximized the volume of stormwater storage that can be reasonably provided on the site. The existing treatment facility, as well as the proposed site, are surrounded by Forest Preserve lands and a subdivision to the north. No land is available for facility expansion at this time.
- J.3** As noted, we have maximized the stormwater storage on the proposed site. We seek a variance only for the site runoff storage because it cannot be provided on the proposed site. The past additions of impervious area, as well as the facility rehabilitation

project, result in a required site storage volume of 5.2 acre-feet. We can provide only 1.44 acre-feet of runoff storage on the proposed site. The remainder, or 3.76 acre-feet, will be provided off-site.

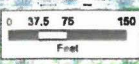
- J.4** The existing facility requires the proposed rehabilitation project to continue serving the Bartlett population with wastewater reclamation services. The existing facility is landlocked and expansion is not feasible.
  
- J.5** The proposed site will continue be a public wastewater facility that serves the Village of Bartlett and will not be developed for any commercial or residential purpose.
  
- J.6** The proposed site runoff storage variance does not include any storage in wetlands or floodplain. The proposed site includes 1.44 acre-feet of storage on-site, with the remainder provided off-site.

- Legend**
- Detention Basin Drainage Area Boundary
  - Time of Concentration Flow Path
  - Existing Storm Sewer
  - - - Proposed Storm Sewer
  - Proposed Index Contour
  - Proposed Intermediate Contour
  - Index Contour
  - Intermediate Contour
  - Disturbed Area (12.46 Acres)
  - Proposed Detention Basin
  - National Wetland Inventory
- FEMA Floodplain**
- 100yr
  - 500yr



**Wetland Detention Basin Summary**

Drainage Area = 6.65 Acres  
 Weighted RCN = 90  
 Time of Concentration = 13.9 minutes  
 Normal Water Level = 765.00  
 2-yr, 24-hr WSEL = 767.57  
 100-yr, 24-hr WSEL = 772.04  
 100-yr, 24-hr Storage Volume = 1.44 ac-ft  
 Required Storage Volume = 5.20 ac-ft



**DRAINAGE MAP**

**BITTERSWEET WATER RECLAMATION FACILITY IMPROVEMENTS  
 VILLAGE OF BARTLETT  
 DUPAGE COUNTY, ILLINOIS**

**STRAND ASSOCIATES**  
 NUMBER 1  
 1944008



**DUPAGE  
COUNTY**

Watershed  
Management

Water  
Quality

Floodplain  
Mapping

Regulatory  
Services

Flood Operations  
& Maintenance

Shared  
Services

## STORMWATER MANAGEMENT

September 10, 2021

Mr. Robert Allen  
Village Engineer  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Re: Variance Petition Request  
Village of Bartlett Wastewater Treatment Plant Rehabilitation Project  
1150 Bittersweet Drive  
Incorporated Bartlett

Dear Mr. Allen,

Please be advised that at their meeting of September 7, 2021, the DuPage County Stormwater Management Committee passed a motion not to object to a variance petition for the referenced project requesting relief from Section 15-72 of the DuPage County Countywide Stormwater and Flood Plain Ordinance for development without 100% of the required site runoff storage (detention), with the remainder of the required detention provided off-site.

If you have any questions concerning this matter, please call me at (630) 407-6729.

Sincerely,

Clayton Heffter

Clayton Heffter  
DU.S,  
E-mail:clayton.heffter@dupageco.org,  
DU.DuPage County,  
DU.Land/Stormwater Management,  
DU=Clayton Heffter  
2021.09.10 09:32:01-05:00

Clayton Heffter  
Stormwater Permitting Manager



**PUBLIC HEARING NOTICE**

NOTICE IS HEREBY GIVEN that the Oversight Committee of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, will hold a Public Hearing on Thursday, October 7, 2021 at 10:00 A.M. or as soon thereafter as the matter may be heard, virtually through "Zoom" to consider testimony and evidence from the petitioners and members of the public with respect to the proposed Stormwater Site Storage Variance from the DuPage County Stormwater Ordinance, for the Bartlett Water Reclamation Facility (WRF) Rehabilitation Project. The proposed variance improvements are to be made to the existing facility at 1150 Bittersweet, Bartlett, IL as legally described below:

THAT PART OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST ¼; THENCE NORTH 00 DEGREES 29 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST ¼ 259.70 FEET TO THE SOUTH LINE OF PUBLIC ROADWAY KNOWN AS STEARNS ROAD; THENCE SOUTH 89 DEGREES 00 MINUTES 22 SECONDS WEST ALONG SAID SOUTH LINE, 66.00 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 47 SECONDS WEST, 576.05 FEET; THENCE SOUTH 88 DEGREES 31 MINUTES 58 SECONDS WEST, 594.00 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 47 SECONDS WEST, 1584.00 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 58 SECONDS EAST, 660.00 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Instructions on joining the meeting through "Zoom" via a link and/or to dial in a phone number are available on the Village of Bartlett's website (<https://www.villageofbartlett.il.us/>). Public comments may be emailed in advance to [allen@bartlett.il.us](mailto:allen@bartlett.il.us) or via regular mail to c/o Public Works - Stormwater Division, 1150 Bittersweet, Bartlett, IL 60103.

PERMANENT INDEX NUMBER: 01-11-200-003

This property and the existing facility is located at 1150 Bittersweet, just north of the West Branch of the DuPage River, in Wayne Township, DuPage County, Illinois.

The proposed Stormwater Site Storage Variance documents for the Bartlett Water Reclamation Facility (WRF) Rehabilitation Project are available for public viewing at the Bartlett Public Works Administration Building located at 1150 Bittersweet in the main conference room from 8:30 A.M. to 4:30 P.M. Monday through Friday.

The above-referred Public Hearing may be recessed from time to time to another date or dates. If notice of the time and place of such adjourned Public Hearing is publicly announced at the immediately preceding Public Hearing.

All interested parties are invited to attend and will be given an opportunity to be heard. If an accommodation for an individual with a disability is necessary, please contact Paula Schumacher at 637-0800 (voice) or 630-0940 (TDD).

By Kevin Wallace, President  
Village of Bartlett

Copies to: L. Giless, Village Clerk,  
Petitioners  
Taxing Districts

Published in Daily Herald September 22, 2021 (4570743).

**CERTIFICATE OF PUBLICATION**

**Paddock Publications, Inc.**

**Daily Herald**

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I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 09/22/2021 in said **DAILY HERALD**.

IN WITNESS WHEREOF, the undersigned, the said **PADDOCK PUBLICATIONS, Inc.**, has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

**PADDOCK PUBLICATIONS, INC.**  
**DAILY HERALD NEWSPAPERS**

BY   
Authorized Agent

Control # 4570743



# Agenda Item Executive Summary

Item Name    Heritage Oaks Tree Preservation Tree Removal    Committee or Board    Board

## BUDGET IMPACT

Amount:	N/A	Budgeted	N/A
List what fund	N/A		

## EXECUTIVE SUMMARY

A request to allow for the removal of two (2) dangerous trees in the Heritage Oaks Tree Preservation Easement at 371 S. Hickory Avenue.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, letter of request, photo of dead trees, location map.

## ACTION REQUESTED

- For Discussion only
- Resolution: Move to approve Resolution #2021-\_\_\_\_\_A Resolution Approving the Removal of Dangerous Trees in the Heritage Oaks Tree Preservation Easement at 371 S. Hickory Avenue.
- Ordinance
- Motion

Staff:            Sarah Christensen, Village Forester

Date:            11/2/2021



# Memo

---

**To:** Daniel Dinges, Director of Public Works  
**From:** Sarah Christensen, Village Forester  
**Subject:** Heritage Oaks - Removal of dangerous trees at 371 S Hickory Avenue  
**Date:** October 21, 2021

---

In 1978, the Village of Bartlett and Town and Country Builders entered into an Agreement in connection with the development of the Heritage Oaks Subdivision. As part of the Agreement the developers recorded a Tree Preservation and Drainage Easement in a covenant running with the land. The Tree Preservation and Drainage Easement was recorded in 1978 and 1979 and restricted the ability of future property owners to remove any dead trees or branches within the easement without the approval, by resolution, of the Village Board.

James Olsta, the owner of 371 S. Hickory Avenue, has box elder trees within the Tree Preservation easement on his lot. He is requesting permission to remove the dangerous trees located within the fifty (50) foot Tree Preservation Easement. I inspected the trees on July 26, 2021 and determined that the trees represent a hazard to the property and should be removed as soon as possible (see attached pictures).

Mr. Olsta has submitted a letter of request to remove the trees (see attached). Also, attached for your review are pictures of the dead trees, a map showing the location of the subdivision lot, and a resolution for the Village Board to vote upon.

## **RESOLUTION 2021-**

### **A RESOLUTION APPROVING THE REMOVAL OF DANGEROUS TREES IN THE HERITAGE OAKS TREE PRESERVATION EASEMENT AT 371 S. HICKORY AVE.**

**WHEREAS**, James Olsta (the "Owner") of the property at 371 S. Hickory Avenue (the "Property") has petitioned the Village of Bartlett to allow for the removal of two (2) hazardous trees within the recorded Tree Preservation Easement on the Property, and

**WHEREAS**, the Village Forester has inspected the trees on the property and found that the trees are dangerous and has recommended its removal in the interest of public health, safety and welfare.

**NOW THEREFORE BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois as follows:

**SECTION ONE:** That in the interest of the public health, safety and welfare the dead trees located in the Tree Preservation Easement on Lot 29 in the Heritage Oaks Subdivision, 371 S. Hickory Avenue may be removed by the owner or their contractor.

**SECTION TWO: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable and if any part or portion of this Resolution shall be held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION THREE: REPEAL OF PRIOR RESOLUTIONS.** All prior Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FOUR: EFFECTIVE DATE.** This Resolution shall be in full force and effect after its passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED this 2nd day of November, 2021**

**APPROVED this 2nd day of November, 2021**

---

**Kevin Wallace, Village President**

**ATTEST:**

---

**Lorna Giles, Village Clerk**

**CERTIFICATION**

**I, Lorna Giles, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois and that the foregoing is a true, complete and exact copy of Resolution 2021-\_\_\_\_\_ enacted on November 2, 2021 and approved on November 2, 2021 as the same appears from the official records of the Village of Bartlett.**

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**Lorna Giles, Village Clerk**

October 14, 2021

Village of Bartlett  
228 S. Main St.  
Bartlett, IL 60103

Attn: Village Board

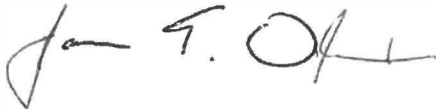
To Whom It May Concern:

My name is James Olsta. I live with my wife Julia at 371 S. Hickory Ave., Bartlett, IL. Our lot includes part of the Heritage Oaks Tree Preservation Easement.

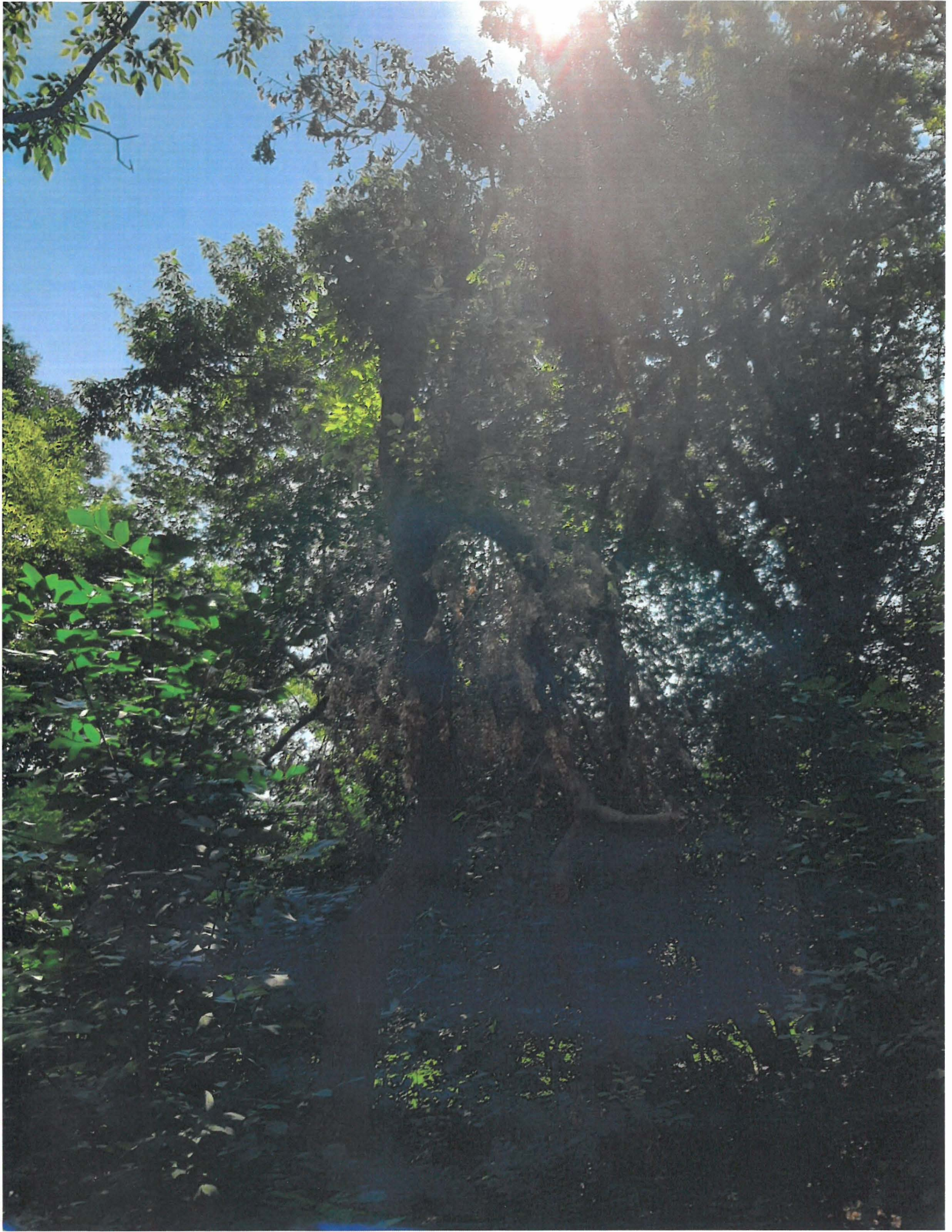
We have numerous mature hardwood trees (cherry, hickory, oak), as well as, young hardwood saplings in the easement. There are also several box elder trees. We understand that box elders are prone to break in high winds. This year, one of the box elders did break in half. Fortunately, it did not fall on the nearby young swamp oak. To reduce the risk to the valuable hardwoods, we request that we be allowed to remove several box elders in the easement. We had Sarah Perry, Village Arborist, to our home to inspect the trees and she agreed with our assessment.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "James Olsta". The signature is fluid and cursive, with the first name "James" written in a large, sweeping script, followed by "Olsta" in a similar style.

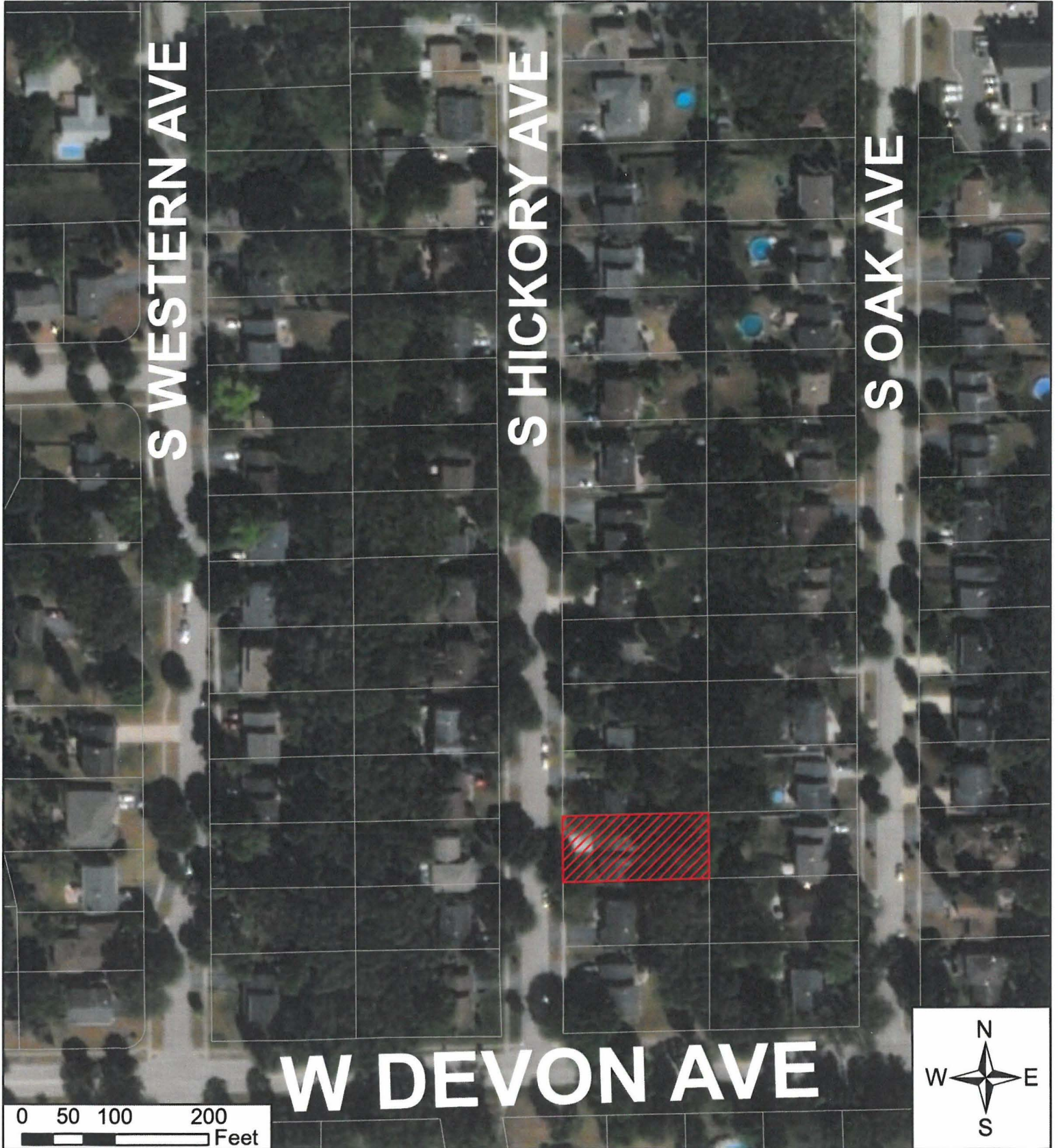
James Olsta





# Location Map

371 S. Hickory Ave.  
Heritage Oaks Lot 29  
PIN: 06-34-413-056







# Memo

**DATE:** November 25, 2021

**TO:** Paula Schumacher  
Village Administrator

**FROM:** Dan Dinges, PE  
Director of Public Works

**SUBJECT: PURCHASE OF ROAD SALT**

I have received all of the necessary information regarding the contract for road salt through the State of Illinois Joint Purchase Program.

Compass Minerals America, Inc. was awarded the contract for road salt. The cost per ton, delivered to Bartlett is \$61.98. This bid from Compass represents the purchase of a maximum of 960 tons for the 2021-22 season. We have already procured an additional amount up to 1,300 tons through DuPage County at \$81.13 per ton. Our total cost for salt this year is estimated at \$145,000 for ~2,000 tons.

I recommend the Village of Bartlett continue to participate in the State of Illinois Joint Purchase Program for road salt through Compass Minerals America, Inc.

**MOTION:** I move to approve Resolution 2021-\_\_\_\_\_, a resolution awarding the 2021-22 Bulk Road Salt Purchase Between the Village of Bartlett and Compass Minerals America, Inc.

**RESOLUTION 2021 - \_\_\_\_\_**

**A RESOLUTION AWARDING THE 2021-22 BULK ROAD SALT  
PURCHASE BETWEEN THE VILLAGE OF BARTLETT AND  
COMPASS MINERALS AMERICA, INC.**

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**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The 2021-22 Bulk Road Salt Purchase is awarded to Compass Minerals America, Inc., being the lowest responsible and responsive bidder through the Illinois Department of Central Management Services, for up to 960 tons of salt at \$61.98/ton with a total sum of \$59,500.80.

**SECTION TWO:** The Bulk Road Salt Purchase Agreement dated November 2, 2021, between Compass Minerals America, Inc. and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION THREE:** That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

**SECTION FOUR: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FIVE: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION SIX: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: November 2, 2021

APPROVED: November 2, 2021

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 - \_\_\_\_\_ enacted on November 2, 2021, and approved on November 2, 2021, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

**CONTRACT AGREEMENT FOR THE PURCHASE OF UP TO 960 TONS OF SALT  
BETWEEN COMPASS MINERALS AMERICA, INC. AND THE VILLAGE OF  
BARTLETT FOR THE FY 2021-22**

THIS AGREEMENT is entered into this 2nd day of November, 2021, between the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, a body corporate and politic (hereinafter referred to as the "Village"), and Compass Minerals America, Inc., licensed to do business in the State of Illinois, located at 9900 West 109<sup>th</sup> Street, Suite 100, Overland Park, Kansas, 66210 (hereinafter referred to as the "Contractor").

**RECITALS**

**WHEREAS**, the Village requires the goods and/or services specified in State Bid #22-416CMS-BOSS4-B-24795 for its Public Works Department snow removal services; and

**WHEREAS**, the Contractor is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

**NOW THEREFORE**, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all the following component parts, all of which are fully incorporated herein and made part of the obligations undertaken by the parties:

- 1.1a Bid Invitation
- 1.1b Project Information
- 1.1c Instructions to Bidders
- 1.1d General Conditions
- 1.1e Special Conditions
- 1.1f Insurance/Bonding Requirements and Certificates
- 1.1g Bid Form
- 1.1h Specifications including addenda
- 1.1i Exhibits
- 1.1j County Purchase Order

1.2 All documents are or will be on file at the Public Works Department, 1150 Bittersweet Drive, Bartlett, Illinois 60103.

1.3 In the event of a conflict between any of the above documents, the documents control from top to bottom; i.e., "a" controls over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a one (1) year period beginning on May 1, 2021 and continuing through April 30, 2022.

2.2 The Contract term is subject to renewal per the Bid Invitation Specifications.

2.3 In no event, shall the term plus renewals exceed four (4) years.

### 3.0 TERMINATION

3.1 Except as otherwise set forth in this Agreement, either party shall have the right to terminate this Agreement for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of Vendor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

3.2 Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

3.3 Upon termination of this Agreement, all data, work, products, reports and documents produced, because of this Agreement, shall become the property of the Village. Further, Contractor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this Agreement.

### 4.0 BID PRICES AND PAYMENT

4.1 The Contractor shall provide the required goods and/or services described in the Bid Specifications for the prices quoted on the Bid Form.

4.2 The Contractor shall provide the Bulk Rock Salt at the cost of \$61.98/Ton.

4.3 The Village shall make payments pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

### 5.0 AMENDMENTS

5.1 This Contract may be amended by mutual agreement.

5.2 All amendments will conform to State of Illinois Statutes and Village procedures for Change Orders.

### 6.0 CONTRACT ENFORCEMENT – ATTORNEY'S FEES

6.1 If the Village is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the Village is required to use the services of an attorney, including the States Attorney, then the Village shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the Village pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY

7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement, Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

**VILLAGE OF BARTLETT**

**COMPASS MINERALS AMERICA, INC.**

\_\_\_\_\_  
Kevin Wallace  
Village President

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Lorna Gilles  
Village Clerk

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**STATE OF ILLINOIS  
CONTRACT**

Central Management Services  
JPMC Rock Salt Bulk, FY22  
22-416CMS-BOSS4-P-30920

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The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor’s execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

- 1. DESCRIPTION OF SUPPLIES AND SERVICES**
- 2. PRICING**
- 3. TERM AND TERMINATION**
- 4. STANDARD BUSINESS TERMS AND CONDITIONS**
- 5. STATE SUPPLEMENTAL PROVISIONS**
- 6. STANDARD CERTIFICATIONS**
- 7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
- 8. CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “FORMS B” (IF APPLICABLE)**
- 9. PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page


**STATE OF ILLINOIS  
CONTRACT**

Central Management Services  
JPMC Rock Salt Bulk, FY22  
22-416CMS-BOSS4-P-30920

**VENDOR**

Vendor Name: Compass Minerals America Inc	Address (City/State/Zip) 9900 W. 109 <sup>th</sup> St., Overland Park, KS 66210
Signature: 	Phone: 800-323-1641
Printed Name: Sean Lierz	Fax: 913-338-7945
Title: Sr. Manager Highway Sales	Email: highwaygroup@compassminerals.com
Date: September 20, 2021	Orders email: highwayorders@compassminerals.com

**STATE OF ILLINOIS**

Procuring Agency: Central Management Services	Phone: 866 455-2897
Street Address: 1000 F Converse St	
City, State ZIP: Springfield, IL 62702	
Official Signature: 	Date: 10/22/21
Printed Name: Janél L. Forde Director	
Official's Title: by Krysti Rinaldi Agency Purchasing Officer	



**AGENCY USE ONLY**

**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 21-416CMS-BOSS4-R-89309
- Project Title: JPMC Rock Salt Bulk, FY22
- Contract #: 22-416CMS-BOSS4-P-30920
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Reference #: 22-416CMS-BOSS4-B-24795
- BidBuy Publication Date: 9/9/21
- Award Code: A
- Subcontractor Utilization?  Yes  No      Subcontractor Disclosure?  Yes  No
- Funding Source:
- Obligation #:
- Small Business Set-Aside?  Yes  No      Percentage:
- Minority Owned Business?  Yes  No      Percentage:
- Women Owned Business?  Yes  No      Percentage:
- Persons with Disabilities Owned Business?  Yes  No      Percentage:
- Veteran Owned Small Business?  Yes  No      Percentage:
- Other Preferences?

## 1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. **GOAL:** It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for bulk rock salt on an as-needed basis during the contract period.

This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units as defined in Section 5 of this Contract.

**Note:** Participation in this contract is based upon an annual survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

### 1.2. SUPPLIES AND/OR SERVICES REQUIRED:

#### 1.2.1. Rock Salt Specification Requirements:

1.2.1.1 Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.

1.2.1.2 Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

1.2.2. Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

1.2.2.1 Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.

1.2.2.2 Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

1.2.2.3 Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price.

That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.

1.2.2.4 Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.

1.2.2.5 Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the  $300(0.8) = 240$  tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.3. Weights and Measures Requirements and Adjustments:

1.2.3.1 Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois. The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to exceed the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second

independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the delivery ticket exceeds the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

1.2.3.2 Method of Measurement: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - (B - C) / B; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where:           A = Adjustment factor  
                      B = Net weight shown on the delivery ticket from IWC1  
                      C = Net weight on the vehicle determined from  
                              independent weight check from IWC1

The adjustment factor will be applied as follows:

Adjusted Net Weight = A x Delivery Ticket Net Weight

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify accuracy of the scale used for the independent weight check. The freight for this

additional weigh will be charged to the party that is proven to be negligent.

1.2.3.3 Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

<b>Moisture Content (%)</b>	<b>Deduction in Price (Per Truckload)</b>
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 3) When the NACL content is less than 90.0 percent, the load will be rejected.

#### 1.2.4 Ordering

1.2.4.1 Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) or fax confirmation to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative.

All other governmental units will use their own purchase order system.

- 1.2.4.2 Order Quantities: Orders shall be scheduled in amounts that make up full (22-25 ton) truckloads, orders for less than truckload will not be accepted.
- 1.2.4.3 Initial Orders: The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31<sup>st</sup> of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- 1.2.4.4 Seasonal Orders: Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30<sup>th</sup> of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- 1.2.4.5 Order Timeline: For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.4.6.
- 1.2.4.6 Order Guidelines: An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- 1.2.4.7 Peak Season Orders: After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines, thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.
- 1.2.4.8 Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not

have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

Storage Charge: \$ \_\_\_\_\_/ton/day

1.2.5. The Districts are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.





For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

**1.3. MILESTONES AND DELIVERABLES:**

1.3.1. The Vendor will report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Quantity, Unit of Measure, and Delivery Address.

The report will be sent to the following email address:  
[CMS.BOSS.Sourcing@illinois.gov](mailto:CMS.BOSS.Sourcing@illinois.gov).

1.3.2. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested to CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in timely manner may be considered a breach of contract.

1.3.3. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and amounts of salt delivered.

**1.4. VENDOR / STAFF SPECIFICATIONS:**

1.4.1. Vendor Meetings:

1.4.1.1 The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).

1.4.1.2 The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.

1.4.1.3 The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

1.4.2.1 Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.

1.4.2.2 STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:

- a. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1<sup>st</sup>.
- b. 50% at all other Downstate Stockpile locations by December 1<sup>st</sup> and 100% by January 1<sup>st</sup>.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

1.4.2.3 STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

1.4.2.4 VENDOR NOTIFICATION – Illinois Waterway Consolidated Lock Closures: Various lock closures will be occurring on the Illinois waterway over the next few years. Vendors should prepare accordingly and thereby such is not a cause to claim Force Majeure. Information on the lock closures including scheduling can be found at:

<https://www.mvr.usace.army.mil/Missions/Navigation/Navigation-Status/>

1.4.3. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

## 1.5. TRANSPORTATION AND DELIVERY:

1.5.1. Delivery Time: Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.4.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.

1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding

state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.

- 1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.
- 1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order
- 1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already

dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.

**1.5.10. Damages:** Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

**1.6. SUBCONTRACTING**

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized?  Yes  No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Please see Attached list.

Amount to Be Paid:

Address:

Description of Work:

- Subcontractor Name:

Amount to Be Paid:

Address:

Description of Work:

**If additional space is necessary to provide subcontractor information, please attach an additional page.**

1.6.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.6.4. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

## 1.7. SUCCESSOR VENDOR

Yes  No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service

contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

- 1.8. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Please see attached list.

Value of services performed at this location: Please see attached list.

## **2. PRICING**

### **2.1 FORMAT OF PRICING:**

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: Enter the cost per unit of measurement on the line items in BidBuy.

**2.2 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

**2.3 EXPENSES ALLOWED:** Expenses are not allowed.

**2.4 DISCOUNT:** The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

**2.5 VENDOR'S PRICING:** For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

**2.6 MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

### 3. TERM AND TERMINATION

**3.1 TERM OF THIS CONTRACT:** This contract has an initial term of up to one (1) year commencing upon the last dated signature of the Parties to September 30, 2022.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

**3.2 RENEWAL: N/A**

**3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

**3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

**3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,



in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

#### **4. STANDARD BUSINESS TERMS AND CONDITIONS**

##### **4.1 PAYMENT TERMS AND CONDITIONS:**

- 4.1.1 **Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 **Minority Contractor Initiative:** Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 **Expenses:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 **Federal Funding:** This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of

money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of

Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

**4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

**4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:**
- 4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.
- 4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of

Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

**4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

**4.23 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

**4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

**4.25 WARRANTIES FOR SUPPLIES AND SERVICES:**

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with

this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

**4.27 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor is required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30<sup>th</sup> of every year. The report shall be attached and sent to the following email address: [CMS.BOSS.Sourcing@illinois.gov](mailto:CMS.BOSS.Sourcing@illinois.gov).



**5. STATE SUPPLEMENTAL PROVISIONS**

- Agency Definitions
  - 5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).
  - 5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.
- Required Federal Clauses, Certifications and Assurances
- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.
- Agency Specific Terms and Conditions
  - 5.3. The Chief Procurement Officer for General Services makes this Joint Purchase Master Contract available to all governmental units.
  - 5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this Joint Purchase Master Contract for the items in this Joint Purchase Master Contract to all governmental units.
  - 5.5. The supplies or services subject to this Joint Purchase Master Contract shall be distributed or rendered directly to each governmental unit.
  - 5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.
  - 5.7. The credit or liability of each governmental unit shall remain separate and distinct.
  - 5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.
  - 5.9. All terms and conditions in this Joint Purchase Master Contract apply with full force and effect to all purchase orders.
- Other (describe)
  - 5.10. COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for

**COVID-19** when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

Service Depot	Depot Spend	Freight & Fuel Spend	Vendor Addresses	Forms
<b>Chicago, IL</b>				
Calumet Transload	\$1,722,000		10730 Burley Avenue, Chicago, IL 60617	B
5 Star Hauling		\$800,000	14210 Kent on Ave., Crestwood, IL 60418	B
5366 Logistics		\$640,000	4501 US-12, Richmond, IL 60071	B
Sunset		\$175,000	1320 S Virginia, Crystal Lake, IL 60014	A
Tru King Hauling Contractors, Inc.		\$3,200,000	4600 W 48th St, Chicago, IL 60632	B
<b>Keokuk, IA</b>				
Roquette American Services Inc.	\$110,000		2301 Twin Rivers Road, Keokuk, IA 52632	A
97 Grain and Trucking - d'la Midwest Express		\$56,000	10060 E 350 Macomb, IL 61455	B
<b>Commanche, IA</b>				
ADM	\$270,000		1419 N Washington Blvd, Comanche, IA 52730	A
ADM-Transport		\$370,000	4666 Farne Sparkway Decatur, IL 62526	A
<b>Louisiana, MO</b>				
Wayne B Smith	\$148,000		10415 Hwy 79, Louisiana, MO 63353	B
George Potterfield Trucking		\$338,000	207 County Line Road, Monroe City, MO 63456	B
<b>Metropolis, IL</b>				
Kotter ReadyMix	\$95,000		1200 E 2nd Street, Metropolis, IL 62960	B
Kotter ReadyMix		\$183,000	1200 E 2nd Street, Metropolis, IL 62960	B
<b>Milwaukee, WI</b>				
Compass Minerals	\$404,000		2001 S Lincoln Memorial, Milwaukee, WI 53207	Compass Form B
CLK Systems Inc		\$261,000	39882 N Mauser Dr Wadsworth, IL 60083	B
Portland		\$104,000	98 E Shore Drive, Ramoth Lake, WI 53075	A
PJ's Trucking		\$104,000	W12559861 N Cape Road, Muskego, WI 53150	B
Zizzo's		\$104,000	3000 Sheridan Rd., Kenosha, WI 53140	B
<b>Mt. Vernon, IN</b>				
Mulzer Crushed Stone	\$61,000		10700 Hwy 69 S, Mt. Vernon, IN 47620	B
Mulzer Crushed Stone		\$74,900	10700 Hwy 69 S, Mt. Vernon, IN 47620	B
<b>St. Louis, MO (Beelman)</b>				
Beelman Terminal	\$472,000		210 Bremen Ave., Venice, IL 62090	B
Beelman Logistics		\$478,000	#1 Racehorse Drive, E. St. Louis, MO 62205	B
<b>St. Louis, MO (Oakley)</b>				
Bruce Oakley	\$13,000		1 Angelica St. St. Louis, Mo 63353	B
George Rottorf & Trucking		\$3,690	820 County Line Road, Monroe City, MO 63456	B
<b>Dubuque, IA</b>				
Peavey Co, Gavilon Grain	\$25,000		505 East 7th St, Dubuque, IA 52001	Less than \$50K
Alsea Sons Trucking		\$35,000	7750 Windy Road, Dubuque, IA 52003	Less than \$50K
<b>Rock Island, IL</b>				
Alter - Rock Island River Terminal	\$291,000		7th Ave Mill Street Rock Island, IL 61201	Subcontractor will submit Forms post bid
Overland Systems		\$368,000	13631 110th Ave Davenport, IA 52804	Subcontractor will submit Forms post bid
<b>Henry - Middle River Marine</b>				
Henry - Middle River Marine	\$268,000		1440 County Road 1500 E, Henry, IL 61537	A
Ozinga Transportation, Inc.		\$485,000	1440 County Road 1500 E, Henry, IL 61537	A
<b>Lemont - Middle River Marine</b>				
Lemont - Middle River Marine	\$309,000		11400 Old Lemont Road, Lemont, IL 60439	A
Ozinga Transportation, Inc.		\$293,600	11400 Old Lemont Road, Lemont, IL 60439	A
<b>Ottawa - Ottawa Barge Terminal</b>				
Ottawa - Ottawa Barge Terminal	\$205,000		1365 N 2803 RD OTTAWA, IL 61350	A
Wiesbrock Trucking		\$296,000	1748 E. 950th Road (PO Box 197) Leonore, IL 61335	A

\*All \$'s are subject to change based on contract award

10/25/21, 4:01 PM

BidBuy

SALT, ROCK, BULK - Dupage /Cook County, District # 1, Bartlett, Village of, Bartlett, 1150 Bittersweet Drive---80% Min...[View Detail](#)  
Item #:167 Print  
Sequence:167.0 Status:2BPO - Bid to PO  
Quantity:800.0 Uom:TON

(v00004112)Morton Salt, Inc  
<Quote: Q00047614>

(v00004945)Cargill, Inc. Salt, Road Safety  
<Quote: Q00047485>

(v00005712)Compass Minerals America Inc  
<Quote: Q00047561>

Quote  
167.0

Unit Cost \$75.85  
Discount % 0.0%  
Tax Rate 0.0%  
Freight \$0.00  
Alternate Description

Unit Cost \$92.94  
Discount % 0.0%  
Tax Rate 0.0%  
Freight \$0.00  
Alternate Description

Unit Cost \$61.98  
Discount % 0.0%  
Tax Rate 0.0%  
Freight \$0.00  
Alternate Description

Award

Award

Award

Awarded:  
10/14/2021

SALT, ROCK, BULK - Kane County, District # 1, Aurora West School Dist. #129, Aurora, 1151 Plum St.---80% Minimum Purch...[View Detail](#)  
Item #:168 Print  
Sequence:168.0 Status:2BPO - Bid to PO  
Quantity:250.0 Uom:TON

(v00004112)Morton Salt, Inc  
<Quote: Q00047614>

(v00004945)Cargill, Inc. Salt, Road Safety  
<Quote: Q00047485>

(v00005712)Compass Minerals America Inc  
<Quote: Q00047561>

Quote  
168.0

Unit Cost \$73.92  
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Tax Rate 0.0%  
Freight \$0.00  
Alternate Description

Unit Cost \$87.43  
Discount % 0.0%  
Tax Rate 0.0%  
Freight \$0.00  
Alternate Description

Unit Cost \$64.98  
Discount % 0.0%  
Tax Rate 0.0%  
Freight \$0.00  
Alternate Description

Award

Award

Award

Awarded: