



Agenda
Village of Glen Ellyn
Regular Village Board Meeting
Monday, May 24, 2021
7:00 PM
Glen Ellyn Civic Center, Galligan Board Room
Hybrid Meeting - In Person and Via Zoom

Meeting Procedures Statement

Visitors are welcome to attend all meetings of the Village Board. This meeting can be attended in person in the Galligan Board Room at the Glen Ellyn Civic Center or online via Zoom. The public can find copies of the Agenda at the meeting or online at www.glenellyn.org prior to the meeting. Meetings are taped and also televised on WideOpenWest Channel 6, AT&T Channel 99, and Comcast Cable Services Channel 10. Meetings are also streamed live on www.glenellyn.org. Any individual with a disability requiring a reasonable accommodation in order to participate in the meeting should contact the Village of Glen Ellyn ADA Coordinator; 630-469-5000, in advance of the next scheduled meeting. All matters on the Agenda may be discussed, amended, and acted upon.

Due to the COVID-19 Pandemic, the public is allowed to attend the meeting in person, however there will be limited capacity.

This meeting will also be conducted by audio and video conference as well as broadcasted on cable and streamed online. The meeting is allowed to be conducted with a quorum present either physically or online. This is permitted because of a disaster declaration related to COVID-19 and public health concerns affecting the Village of Glen Ellyn. The Illinois General Assembly passed Senate Bill 2135 on May 23, 2020, which was signed by the Governor on June 12, 2020. Senate Bill 2135 (now Public Act 101-0640) amends the Open Meetings Act and allows the Village Board to participate electronically in Board meetings when it is not feasible due to a disaster such as COVID-19. The Village Manager and Village Clerk will be in attendance at the Civic Center in compliance with the Act.

To participate in this meeting via Zoom at the appointed date and time, please visit the following link: <https://us02web.zoom.us/j/85204536522?pwd=ZVZiM3I2TnhPVVU3QlByOGhLekdNdz09>

Password: 070918

Or join by telephone:

Dial (for higher quality, dial a number based on your current location): US: +1 312 626 6799 or +1 301 715 8592 or +1 646 558 8656 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128

Webinar ID: 852 0453 6522

Passcode: 070918

- A. Call to Order**
- B. Pledge of Allegiance**
- C. Roll Call**
- D. Audience Participation**

1) Open:

Members of the public are welcome to speak to any item not specifically listed on tonight's agenda for up to (3) three minutes. For those items which are on tonight's agenda, the public will have the opportunity to comment at the time the item is discussed. In either case, please complete the Audience Participation form and turn it in to the Village Clerk, or raise your hand on Zoom. It is requested that, if possible, one spokesman for a group be appointed to present the views of the entire group. Speakers who are recognized are requested to state their name, their topic and the group, if any, they are representing prior to addressing the Village Board. Individuals wishing to address the Board shall exercise proper decorum and respect for the proceedings and the business of the Village Board, and shall refrain from abusive demeanor and language. The practice of ceding time to other speakers shall be prohibited, except in the discretion of the presiding officer of the meeting. Public officials are not obligated to respond to questions.

In lieu of participating in the live meeting, the public may also complete a public comment form which will be read into the record during the meeting. This form can be found at www.glenellyn.org/publiccomment.

E. Consent Agenda - The following items are considered routine business by the Village Board and will be approved in a single vote in the form listed below:

Motion to approve the following items including Payroll and Vouchers totaling \$4,872,510.31. These agenda items have been reviewed by the Management Team & Village Attorney and are consistent with the Village's Purchasing Policy (Trustee Christiansen)

- 1) Total Expenditures (Payroll and Vouchers) - \$4,872,510.31
- 2) Approve an Interior Improvement Award in the Amount of \$30,000 and the Fire Prevention Award in the Amount of \$15,000 for Temos J LLC at 504 Crescent Boulevard, to be Expensed to the Central Business District TIF Fund (Economic Development Coordinator Hannah)
- 3) Resolution No. 21-08, A Resolution Supporting Restoration of the Local Government Distributive Fund (LGDF) Revenue(Village Manager Franz)
- 4) Pursuant to Section 1-10-7 of the Village Code, Authorize the Village Manager to Execute the Award of a Contract in Partnership with DuPage County Procurement Services, to Compass Minerals America Inc. of Overland Park, KS for the Purchase of 200 Tons of Early Buy Bulk Rock Salt for \$17,100; for 1,200 to 1,950 Tons of Regular Delivery Bulk Rock Salt, as Needed, in an Amount Not to Exceed \$159,000; and 300 Tons of Emergency Bulk Rock Salt, if Needed, in an Amount Not-to-Exceed \$28,000, all to be Expensed to the Motor Fuel Tax Fund (Interim Public Works Director Buckley)

- 5) Pursuant to Section 1-10-2 (G) of the Village Code, Authorize the Village Manager to Execute a Three Year Service Agreement with Utility Service Co., Inc. of Perry, GA, in the Yearly Amount of \$53,083, for a Total Not-to-Exceed Amount of \$159,249, to be Expensed to the Water & Sewer Fund (Interim Public Works Director Buckley)
- 6) Pursuant to Section 1-10-2 (B), Authorize the Village Manager to Execute the Cartegraph Software Purchase Agreement #PA2844 with Cartegraph Systems Inc. of Dubuque, IA, Renewing the OMS software for Three Years in the Total Amount of \$170,416.68, to be Expensed to the Motor Fuel Tax Fund (Interim Public Works Director Buckley)
- 7) Ordinance No. 6875, An Ordinance Amending Ordinance No. 6800 Which Approved a Variation from the Rear Yard Setback Requirement to Allow a One-Story Addition on the Property Located at 614 Roger Road (Community Development Director Springer)

F. Other Business

G. Reminders

- 1) A Special Village Board Meeting is scheduled for Thursday, May 27, 2021 at 7:00 p.m.
- 2) A Special Village Board Workshop is scheduled for Monday, June 7, 2021 at 7:00 p.m.
- 3) A Special Village Board Meeting is scheduled for Monday, June 14, 2021 at 7:00 p.m.

H. Motion to adjourn to Executive Session for the discussion of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, pursuant to 5 ILCS 120/2 (C)(1), discussion for the selection of a person to fill a public office, including a vacancy in public office, pursuant to 5 ILCS 120/2 (C)(3) and discussion concerning pending litigation matters pursuant to 5 ILCS 120/2 (C)(11), without returning to open session thereafter.



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 5/24/2021 7:00 PM
Department: Finance
Department Head: Christina Coyle
Category: Vouchers
Prepared By: Christina Coyle

**AGENDA ITEM (ID
2021-1141)**

DOC ID: 2021-1141

Total Expenditures (Payroll and Vouchers) - \$4,872,510.31

Statement of the Issue:

Please see the attached voucher report.

Analysis:

N/A

Budget Impact:

N/A

Action Requested:

Please approve the attached vouchers.

Attachments:

1. Village Board Voucher List 2021-05-24

**Approval of Vouchers
For the Village Board Meeting on May 24, 2021**

EXPENDITURES:

Accounts Payable Warrant 0521-1	\$1,360,956.49		
Accounts Payable Warrant 0521-2	\$2,945,232.16		
Sub-Total	\$4,306,188.65	Warrant Total	<u>\$4,306,188.65</u>

PAYROLL EXPENDITURES

May 7, 2021

Net Employee Payroll Checks	\$352,524.31		
<u>Employee & Employer Payroll Deductions:</u>			
Employee Deductions*	\$159,487.41		
IMRF - Employer contribution	\$25,628.43		
Social Security/Medicare Tax Withheld - Employer portion	\$28,681.51		
Total Payroll	<u>\$566,321.66</u>		<u>\$566,321.66</u>
		GRAND TOTAL	<u>\$4,872,510.31</u>

* Employee deductions include contributions for pensions, health insurance, union dues and other employee directed deductions such as tax withholdings, 457 & 125 plan contributions and supplemental life insurance.

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2021 A-RELIABLE PRINTING												
23508		04/14/2021		0521-1	244401	135.50		135.50	04/23/2021	INV	PD	COMM DEV INSPECTION RE
CHECK DATE: 05/07/2021												
23568		04/30/2021		0521-1	244401	88.00		88.00	05/04/2021	INV	PD	BUSINESS CARDS - TABOR
CHECK DATE: 05/07/2021												
						223.50						
10753 ADVANCED TURF SOLUTIONS												
905986		05/05/2021		0521-2	244486	3,000.00		3,000.00	05/05/2021	INV	PD	COATED GRASS SEED FOR
CHECK DATE: 05/14/2021												
7114 ALLIANCE OF DOWNTOWN GLEN ELLYN												
114316		02/23/2021		0521-2	244487	100,350.00		100,350.00	02/26/2021	INV	PD	SPONSORSHIP/FUNDING &
CHECK DATE: 05/14/2021												
10559 ALLIED GARAGE DOOR INC												
0000163923		12/30/2020		0521-2	244488	1,122.31		1,122.31	05/14/2021	INV	PD	REPAIRS SERVICES GARG
CHECK DATE: 05/14/2021												
12567 AMAZON.COM SALES, INC.												
1PWJ-JXRG-NY6V		05/06/2021		0521-2	244489	159.40		159.40	05/14/2021	INV	PD	OFFICE SUPPLIES- LABEL
CHECK DATE: 05/14/2021												
51 ANCEL, GLINK, P.C.												
3146324 0421		04/07/2021		0521-1	244402	4,440.00		4,440.00	04/30/2021	INV	PD	APEX 20.0011 / GEN'L C
CHECK DATE: 05/07/2021												
3146324 0521		05/06/2021		0521-2	244490	2,760.00		2,760.00	05/14/2021	INV	PD	GEN'L COUNS. & APEX ES
CHECK DATE: 05/14/2021												
						7,200.00						
52 SOUTH WEST INDUSTRIES INC												
INV-41745-P6J0		05/01/2021		0521-2	244491	211.00		211.00	05/14/2021	INV	PD	MONTHLY MAINTENANCE MA
CHECK DATE: 05/14/2021												
7189 ARBORWEAR												
SI-1033440		03/27/2021		0521-1	244403	97.40		97.40	05/07/2021	INV	PD	UNIFORMS
CHECK DATE: 05/07/2021												
65 AT&T												
630Z99013104 0421		04/16/2021		0521-1	244404	63.55		63.55	05/07/2021	INV	PD	630Z99013104 0421
CHECK DATE: 05/07/2021												
12557 BADGER FARMS INC												
739568		04/15/2021		0521-1	244405	138.67		138.67	04/24/2021	INV	PD	FOOD - RESALE

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INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 05/07/2021												
740914		04/23/2021		0521-1	244405	42.29	42.29	05/01/2021	INV	PD		DRY GOODS
CHECK DATE: 05/07/2021												
739332		04/14/2021		0521-1	244405	399.64	399.64	05/01/2021	INV	PD		FOOD - RESALE, DRY GOO
CHECK DATE: 05/07/2021												
						580.60						
12571 ZOE BELFORD												
4		05/11/2021		0521-2	244492	150.00	150.00	05/14/2021	INV	PD		OVERNIGHT PARKING PART
CHECK DATE: 05/14/2021												
12545 JOHN & RENEE BERCHER												
20201920		04/15/2021		0521-1	244406	2,000.00	2,000.00	04/23/2021	INV	PD		RESTORE DEP - 351 PHIL
CHECK DATE: 05/07/2021												
96 BONNELL INDUSTRIES, INC.												
0198976-IN		04/27/2021		0521-1	244407	71.84	71.84	05/07/2021	INV	PD		PW #238 PARTS
CHECK DATE: 05/07/2021												
9879 BREAKTHRU BEVERAGE ILLINOIS, LLC												
339296999		04/29/2021		0521-2	244493	1,903.20	1,903.20	05/06/2021	INV	PD		LIQUOR FOR RESALE
CHECK DATE: 05/14/2021												
339394603		05/06/2021		0521-2	244493	371.44	371.44	05/06/2021	INV	PD		LIQUOR FOR RESALE
CHECK DATE: 05/14/2021												
						2,274.64						
1809 BRIDGE COMMUNITIES INC.												
115907		04/26/2021		0521-1	244408	4,198.24	4,198.24	04/30/2021	INV	PD		COVID-19 SUPPORT GRANT
CHECK DATE: 05/07/2021												
12565 NEIL BROWN												
20191866		05/05/2021		0521-2	244494	2,000.00	2,000.00	05/14/2021	INV	PD		RESTORE DEP. - 788 WIL
CHECK DATE: 05/14/2021												
2197 BOJO TURF SUPPLY INC												
64894		05/03/2021		0521-2	244495	3,528.00	3,528.00	05/05/2021	INV	PD		LIQUID FERTILIZER
CHECK DATE: 05/14/2021												
64719		05/03/2021		0521-2	244495	400.00	400.00	05/05/2021	INV	PD		CIVITAS FUNGICIDE
CHECK DATE: 05/14/2021												
65052		04/28/2021		0521-2	244495	1,090.00	1,090.00	05/05/2021	INV	PD		3WAY HERBICIDE
CHECK DATE: 05/14/2021												
						5,018.00						
120 CANON SOLUTIONS AMERICA, INC												
147283325		04/17/2021		0521-2	244496	152.50	152.50	05/07/2021	INV	PD		COPY PAPER
CHECK DATE: 05/14/2021												
26618106		04/23/2021		0521-2	244497	1,477.70	1,477.70	05/14/2021	INV	PD		LINKS & VILLAGE COPIER

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INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 05/14/2021						1,630.20					
10505 CDM SMITH INC											
90123246	20170019	04/23/2021		0521-2	244498	27,535.27	27,535.27	05/14/2021	INV	PD	METRA DESIGN, PHASE I
CHECK DATE: 05/14/2021											
10638 CELLEBRITE INC											
INVUS229250		04/28/2021		0521-1	244409	4,300.00	4,300.00	05/04/2021	INV	PD	CELLEBRITE CONTRACT
CHECK DATE: 05/07/2021											
12424 CHASTAIN & ASSOCIATES LLC											
0000004	20210001	04/12/2021		0521-1	244410	10,058.60	10,058.60	05/07/2021	INV	PD	PHASE II ENG SVC 2021
CHECK DATE: 05/07/2021											
12181 CHICAGO GOURMET WHOLESALE BAKERY											
369494		05/02/2021		0521-2	244499	335.60	335.60	05/07/2021	INV	PD	FOOD - RESALE
CHECK DATE: 05/14/2021											
1446 CHICAGOLAND TURF											
85530		04/30/2021		0521-2	244500	264.00	264.00	05/05/2021	INV	PD	PYLEX HERBICIDE
CHECK DATE: 05/14/2021											
85464		04/29/2021		0521-2	244500	328.00	328.00	05/05/2021	INV	PD	SPEEDZONE EW HERBICIDE
CHECK DATE: 05/14/2021											
85465		04/29/2021		0521-2	244500	538.75	538.75	05/05/2021	INV	PD	DIMENSION 2EW HERBICID
CHECK DATE: 05/14/2021											
85571		05/04/2021		0521-2	244500	3,232.50	3,232.50	05/05/2021	INV	PD	DIMENSION 2EW HERBICID
CHECK DATE: 05/14/2021											
832291		10/30/2020		0521-2	244500	26,591.00	26,591.00	05/05/2021	INV	PD	SYNGENTA EARLY ORDER
CHECK DATE: 05/14/2021											
83204		10/30/2020		0521-2	244500	12,480.00	12,480.00	05/05/2021	INV	PD	TV SIPHON WETTING AGEN
CHECK DATE: 05/14/2021						43,434.25					
11597 CIGAR WERKS, INC											
102470		04/29/2021		0521-2	244501	897.60	897.60	05/06/2021	INV	PD	CIGARS FOR RESALE
CHECK DATE: 05/14/2021											
12562 DAVID CIHAK											
23690		04/30/2021		0521-1	244411	1,440.00	1,440.00	05/07/2021	INV	PD	RETT REFUND - 235 BRYA
CHECK DATE: 05/07/2021											
1076 CINTAS CORPORATION NO 2											
5060387236		04/28/2021		0521-2	244502	160.64	160.64	05/06/2021	INV	PD	FIRST AID SUPPLIES
CHECK DATE: 05/14/2021											
4083189499		05/03/2021		0521-2	244503	175.59	175.59	05/06/2021	INV	PD	CLEANING SUPPLIES
CHECK DATE: 05/14/2021											

VILLAGE OF GLEN ELLYN



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INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
10119 CLESEN WHOLESale						336.23					
INV21-1093 CHECK DATE: 05/14/2021		04/14/2021		0521-2	244504	2,227.50	2,227.50	05/14/2021	INV	PD	SPRING FLOWERS CBD
4115 RON CLESEN'S ORNAMENTAL PLANTS, INC.											
60692 CHECK DATE: 05/14/2021		05/03/2021		0521-2	244505	1,858.00	1,858.00	05/05/2021	INV	PD	FLOWERS FOR ENTRY SIGN
175 COMMONWEALTH EDISON COMPANY											
5996086157 0421 CHECK DATE: 05/14/2021		04/16/2021		0521-2	244506	8,063.02	8,063.02	05/14/2021	INV	PD	5996086157 0421
6610 COMCAST CABLE COMMUNICATIONS, LLC											
545119 0521 CHECK DATE: 05/07/2021		04/22/2021		0521-1	244412	205.90	205.90	05/04/2021	INV	PD	4/26/2021 TO 5/25/2021
4876 CONSTELLATION NEWENERGY, INC.											
20102901801 CHECK DATE: 05/14/2021		05/06/2021		0521-2	244507	164.91	164.91	05/14/2021	INV	PD	7302778-11
10952 CONSUMERS PACKING COMPANY											
373044 CHECK DATE: 05/07/2021		04/26/2021		0521-1	244413	772.68	772.68	05/01/2021	INV	PD	FOOD - RESALE
373163 CHECK DATE: 05/07/2021		04/29/2021		0521-1	244413	1,695.81	1,695.81	05/01/2021	INV	PD	FOOD - RESALE
373362 CHECK DATE: 05/14/2021		05/06/2021		0521-2	244508	1,173.44	1,173.44	05/06/2021	INV	PD	FOOD - RESALE
373243 CHECK DATE: 05/14/2021		05/04/2021		0521-2	244508	152.50	152.50	05/05/2021	INV	PD	FOOD - RESALE
373242 CHECK DATE: 05/14/2021		05/03/2021		0521-2	244508	1,646.79	1,646.79	05/05/2021	INV	PD	FOOD - RESALE
373399 CHECK DATE: 05/14/2021		05/07/2021		0521-2	244508	466.51	466.51	05/07/2021	INV	PD	FOOD - RESALE
						5,907.73					
12569 CORLISS ASSET MANAGEMENT, INC											
110800 CHECK DATE: 05/14/2021		05/10/2021		0521-2	244509	62.42	62.42	05/14/2021	INV	PD	UB WATER REFUND - 306
12563 MARY COTTON											
22-7591 CHECK DATE: 05/07/2021		04/30/2021		0521-1	244414	6.00	6.00	05/07/2021	INV	PD	VEHICLE STICKER REFUND
3037 COZZINI BROS INC.											

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
C9342039		05/04/2021		0521-2	244510	52.00		52.00	05/05/2021	INV	PD	PRO SERVICES
CHECK DATE: 05/14/2021												
197 CRUSH-CRETE INC												
69133		04/20/2021		0521-1	244415	220.00		220.00	05/07/2021	INV	PD	SPOIL FROM ASPHALT REM
CHECK DATE: 05/07/2021												
201 CUMMINS NPOWER, LLC												
F2-70181		04/23/2021		0521-1	244416	323.69		323.69	05/07/2021	INV	PD	PW#230 REPAIRS
CHECK DATE: 05/07/2021												
204 DAILY HERALD												
176491		04/13/2021		0521-1	244417	349.60		349.60	04/30/2021	INV	PD	PUBLIC NOTICES 21.0008
CHECK DATE: 05/07/2021												
177236		04/25/2021		0521-2	244511	165.60		165.60	05/14/2021	INV	PD	PUBLIC NOTICES
CHECK DATE: 05/14/2021												
216 DELL MARKETING L.P.												
10485225118		05/04/2021		0521-2	244512	1,377.54		1,377.54	05/14/2021	INV	PD	OPERATING SUPPLIES
CHECK DATE: 05/14/2021												
1097 DLT SOLUTIONS, LLC												
SI518593	20210029	04/30/2021		0521-2	244513	4,097.74		4,097.74	05/14/2021	INV	PD	ANNUAL AUTOCAD 3D SOF
CHECK DATE: 05/14/2021												
1748 JOHN E DOUGHERTY												
20181774		04/30/2021		0521-1	244418	600.00		600.00	05/07/2021	INV	PD	RESTOR DEP. - 252 MONT
CHECK DATE: 05/07/2021												
261 DUPAGE TOPSOIL, INC.												
051638		04/26/2021		0521-2	244514	350.00		350.00	05/14/2021	INV	PD	OPERATING SUPPLIES
CHECK DATE: 05/14/2021												
262 DUPAGE WATER COMMISSION												
DPWC-166		04/30/2021		0521-2	27471	308,482.93		308,482.93	05/14/2021	DIR	PD	WATER COSTS 3/31/21 -
CHECK DATE: 05/13/2021												
8188 ROBERT/KATHLEEN DZIEDZIC												
743-734		04/30/2021		0521-1	244419	140.00		140.00	05/07/2021	INV	PD	VEHICLE STICKER REFUND
CHECK DATE: 05/07/2021												
12564 SHAWN & LISA EMERSON												
23669		04/30/2021		0521-1	244420	3,120.00		3,120.00	05/07/2021	INV	PD	RETT REFUND -169 BRYAN
CHECK DATE: 05/07/2021												

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INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
4700 COREY & MAHA ENGESSER											
20200137-1		04/21/2021		0521-1	244421	2,000.00	2,000.00	04/30/2021	INV	PD	RESTOR DEP - 532 LOWEL
CHECK DATE: 05/07/2021											
291 EUCLID BEVERAGE, LLC											
W-2680844		04/29/2021		0521-2	244515	1,101.60	1,101.60	05/15/2021	INV	PD	BEER FOR RESALE
CHECK DATE: 05/14/2021											
W-2684731		05/06/2021		0521-2	244515	1,473.60	1,473.60	05/15/2021	INV	PD	BEER FOR RESALE
CHECK DATE: 05/14/2021											
W-2672969		04/15/2021		0521-2	244515	591.60	591.60	05/15/2021	INV	PD	BEER FOR RESALE
CHECK DATE: 05/14/2021											
						3,166.80					
11334 EURO USA MIDWEST LLC											
584150-00		04/28/2021		0521-1	244422	347.79	347.79	05/01/2021	INV	PD	FOOD - RESALE
CHECK DATE: 05/07/2021											
584309-00		04/29/2021		0521-1	244422	529.94	529.94	05/01/2021	INV	PD	FOOD - RESALE
CHECK DATE: 05/07/2021											
585580-00		05/06/2021		0521-2	244516	466.64	466.64	05/06/2021	INV	PD	FOOD - RESALE
CHECK DATE: 05/14/2021											
584754-00		05/03/2021		0521-2	244516	408.76	408.76	05/05/2021	INV	PD	FOOD - RESALE
CHECK DATE: 05/14/2021											
585442-00		05/07/2021		0521-2	244516	784.39	784.39	05/07/2021	INV	PD	FOOD - RESALE
CHECK DATE: 05/14/2021											
						2,537.52					
301 FEDERAL EXPRESS CORPORATION											
7-340-56789		04/15/2021		0521-1	244423	34.98	34.98	04/30/2021	INV	PD	POSTAGE
CHECK DATE: 05/07/2021											
7-317-45606		03/25/2021		0521-1	244423	14.54	14.54	05/07/2021	INV	PD	POSTAGE
CHECK DATE: 05/07/2021											
7-355-36062		04/29/2021		0521-2	244517	79.89	79.89	05/14/2021	INV	PD	SHIPPING
CHECK DATE: 05/14/2021											
7-347-66739		04/22/2021		0521-2	244517	141.58	141.58	05/14/2021	INV	PD	POSTAGE
CHECK DATE: 05/14/2021											
						270.99					
310 FLAGS USA INC.											
87884		04/19/2021		0521-1	244424	808.00	808.00	05/07/2021	INV	PD	OPERATING SUPPLIES
CHECK DATE: 05/07/2021											
12568 FLETCHER, BEVERLY											
424082		05/10/2021		0521-2	244518	76.12	76.12	05/14/2021	INV	PD	UB WATER REFUND - 791
CHECK DATE: 05/14/2021											
2482 FORCE AMERICA INC											
001-1535629		04/23/2021		0521-1	244425	13.01	13.01	05/07/2021	INV	PD	PW #203 PARTS

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 05/07/2021											
12575 KELSEY GALVIN											
1515		05/11/2021		0521-2	244519	91.64	91.64	05/14/2021	INV	PD	OVERNIGHT PERMIT REFUN
CHECK DATE: 05/14/2021											
2665 GATE OPTIONS											
41925		04/28/2021		0521-1	244426	319.00	319.00	05/07/2021	INV	PD	REPLACEMENT TIMER AND
CHECK DATE: 05/07/2021											
11828 GET FRESH PRODUCE											
03740960		04/23/2021		0521-1	244427	364.95	364.95	04/25/2021	INV	PD	FOOD - RESALE
CHECK DATE: 05/07/2021											
03742041		04/24/2021		0521-1	244427	276.20	276.20	04/25/2021	INV	PD	FOOD - RESALE, SUPPLIE
CHECK DATE: 05/07/2021											
03742758		04/26/2021		0521-1	244427	409.25	409.25	05/01/2021	INV	PD	FOOD - RESALE
CHECK DATE: 05/07/2021											
03747562		05/01/2021		0521-1	244427	371.20	371.20	05/01/2021	INV	PD	FOOD - RESALE
CHECK DATE: 05/07/2021											
03744779		04/28/2021		0521-1	244427	371.20	371.20	04/28/2021	INV	PD	FOOD - RESALE
CHECK DATE: 05/07/2021											
03753335		05/08/2021		0521-2	244520	371.41	371.41	05/09/2021	INV	PD	FOOD - RESALE
CHECK DATE: 05/14/2021											
03748501		05/04/2021		0521-2	244520	58.75	58.75	05/06/2021	INV	PD	FOOD - RESALE
CHECK DATE: 05/14/2021											
00455568		05/05/2021		0521-2	244520	-35.00	-35.00	05/05/2021	CRM	PD	FOOD - RESALE
CHECK DATE: 05/14/2021											
03748495		05/03/2021		0521-2	244520	443.55	443.55	05/05/2021	INV	PD	FOOD - RESALE
CHECK DATE: 05/14/2021											
03751293		05/06/2021		0521-2	244520	245.55	245.55	05/06/2021	INV	PD	FOOD - RESALE
CHECK DATE: 05/14/2021											
03750354		05/05/2021		0521-2	244520	200.55	200.55	05/06/2021	INV	PD	FOOD - RESALE
CHECK DATE: 05/14/2021											
03752109		05/07/2021		0521-2	244520	607.10	607.10	05/07/2021	INV	PD	FOOD - RESALE
CHECK DATE: 05/14/2021											
03746554		04/30/2021		0521-2	244520	364.60	364.60	04/30/2021	INV	PD	FOOD - RESALE
CHECK DATE: 05/14/2021											
						4,049.31					
348 GLEN ELLYN CHAMBER OF COMMERCE											
19692		05/05/2021		0521-2	244521	500.00	500.00	05/14/2021	INV	PD	GOLF EVENT
CHECK DATE: 05/14/2021											
19691		05/05/2021		0521-2	244521	500.00	500.00	05/14/2021	INV	PD	GOLF EVENT 2021
CHECK DATE: 05/14/2021											
						1,000.00					
9692 LOUIS GLUNZ BEER, INC											
427546		04/16/2021		0521-2	244522	264.40	264.40	05/15/2021	INV	PD	BEER FOR RESALE
CHECK DATE: 05/14/2021											

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
368 GRACE LUTHERAN CHURCH												
GRACE-116		05/04/2021		0521-1	244428	320.00		320.00	05/07/2021	INV	PD	CUSTODIAL/TELECOM MAY
CHECK DATE:	05/07/2021											
929 W.W. GRAINGER INC												
9875234305		04/20/2021		0521-2	244523	221.36		221.36	05/14/2021	INV	PD	OPERATING SUPPLIES
CHECK DATE:	05/14/2021											
9876112559		04/20/2021		0521-2	244523	121.30		121.30	05/14/2021	INV	PD	SAFETY SUPPLIES
CHECK DATE:	05/14/2021											
						342.66						
5393 GRAY MANUFACTURING CO. INC.												
918572		04/26/2021		0521-1	244429	174.73		174.73	05/07/2021	INV	PD	SHOP TOOLS REPAIR PART
CHECK DATE:	05/07/2021											
2081 HAMPTON, LENZINI AND RENWICK, INC.												
000020210461		04/06/2021		0521-1	244430	6,010.00		6,010.00	04/30/2021	INV	PD	PROFESSIONAL SERVICE M
CHECK DATE:	05/07/2021											
20210677		05/04/2021		0521-2	244524	7,350.00		7,350.00	05/14/2021	INV	PD	TREE PRESERVATION/ ESC
CHECK DATE:	05/14/2021											
						13,360.00						
6405 HIGHLAND BAKING CO												
0002457294		04/24/2021		0521-1	244431	86.46		86.46	04/25/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/07/2021											
0002457710		04/25/2021		0521-1	244431	36.86		36.86	04/25/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/07/2021											
0002457647		04/25/2021		0521-1	244431	45.68		45.68	04/25/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/07/2021											
0002461452		05/01/2021		0521-1	244431	43.07		43.07	05/01/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/07/2021											
0002458795		04/27/2021		0521-1	244431	80.40		80.40	05/01/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/07/2021											
0002458105		04/26/2021		0521-1	244431	19.70		19.70	05/01/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/07/2021											
0002459827		04/29/2021		0521-1	244431	78.98		78.98	05/01/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/07/2021											
0002458270		04/24/2021		0521-1	244431	-45.68		-45.68	04/24/2021	CRM	PD	FOOD - RESALE
CHECK DATE:	05/07/2021											
0002459249		04/28/2021		0521-1	244431	113.25		113.25	05/01/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/07/2021											
0002463386		05/05/2021		0521-2	244525	29.07		29.07	05/05/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/14/2021											
0002461820		05/02/2021		0521-2	244525	149.64		149.64	05/05/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/14/2021											
0002462255		05/03/2021		0521-2	244525	48.00		48.00	05/05/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/14/2021											
0002464829		05/07/2021		0521-2	244525	105.48		105.48	05/07/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/14/2021											
0002465657		05/08/2021		0521-2	244525	59.07		59.07	05/08/2021	INV	PD	food - resale

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 05/14/2021												
0002464001		05/06/2021		0521-2	244525	43.01	43.01	05/06/2021	INV	PD		FOOD - RESALE
CHECK DATE: 05/14/2021												
0002462575		05/04/2021		0521-2	244525	62.50	62.50	05/05/2021	INV	PD		FOOD - RESALE
CHECK DATE: 05/14/2021												
0002466058		05/09/2021		0521-2	244525	147.40	147.40	05/09/2021	INV	PD		FOOD - RESALE
CHECK DATE: 05/14/2021												
5380 L & R MORAN, INC						1,102.89						
69523		03/31/2021		0521-1	244432	1,651.00	1,651.00	04/30/2021	INV	PD		BACKGROUND VERIFICATIO
CHECK DATE: 05/07/2021												
5988 HR SIMPLIFIED												
70352		05/10/2021		0521-2	244526	217.20	217.20	05/14/2021	INV	PD		COBRA NOTIFICATIONS/FL
CHECK DATE: 05/14/2021												
3892 ILCMA												
2569		04/21/2021		0521-1	244433	50.00	50.00	04/30/2021	INV	PD		JOB AD POSTING FEE
CHECK DATE: 05/07/2021												
2584		04/27/2021		0521-1	244433	50.00	50.00	05/07/2021	INV	PD		JOB AD POSTING FEE
CHECK DATE: 05/07/2021												
4672 INDUSTRIAL STEAM CLEANING OF CHICAGO, INC						100.00						
2021-CHI7398		04/19/2021		0521-1	244434	850.00	850.00	05/01/2021	INV	PD		HOOD CLEANING
CHECK DATE: 05/07/2021												
5573 J.G. UNIFORMS, INC.												
83944		04/17/2021		0521-1	244435	383.19	383.19	05/04/2021	INV	PD		VOLPE VEST COVER
CHECK DATE: 05/07/2021												
2760 J.W. TURF, INC.												
38980		05/03/2021		0521-2	244527	277.24	277.24	05/05/2021	INV	PD		GROOMER GAUGE
CHECK DATE: 05/14/2021												
1127 JAMES J BENES AND ASSOCIATES, INC.												
1115.083 0321		03/31/2021		0521-2	244528	503.13	503.13	05/14/2021	INV	PD		ESCROW 21.0002 GLEN OA
CHECK DATE: 05/14/2021												
1115.081 0321		03/31/2021		0521-2	244528	664.20	664.20	05/14/2021	INV	PD		ESCROW 20.0016 982-992
CHECK DATE: 05/14/2021												
1115.070 0920		09/30/2020		0521-2	244528	463.31	463.31	05/14/2021	INV	PD		ESCROW 17.0019 787 HAR
CHECK DATE: 05/14/2021												
1115.082 0920		09/30/2020		0521-2	244528	1,366.79	1,366.79	05/14/2021	INV	PD		ESCROW 20.0011 460 CRE
CHECK DATE: 05/14/2021												
7443 JATHEON TECHNOLOGIES						2,997.43						

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INV-3178 CHECK DATE: 05/07/2021		05/01/2021		0521-1	244436	2,399.00		2,399.00	05/07/2021	INV	PD	EMAIL ANNUAL MAINTENAN
9078 TYCO FIRE & SECURITY MANAGEMENT, INC												
1-102839595712 CHECK DATE: 05/14/2021		04/29/2021		0521-2	244529	1,069.32		1,069.32	05/14/2021	INV	PD	SERVICE CALL
6470 JOHN S NEENAN												
84475 CHECK DATE: 05/14/2021		04/23/2021		0521-2	244530	29.50		29.50	05/05/2021	INV	PD	BLACK ROPE FOR DRIVING
8140 KANE, MCKENNA AND ASSOCIATES, INC												
17806 CHECK DATE: 05/07/2021		03/31/2021		0521-1	244437	287.50		287.50	05/07/2021	INV	PD	PROFESSIONAL SERVICES
12384 KISMET LOWRY												
1 CHECK DATE: 05/14/2021		05/11/2021		0521-2	244531	150.00		150.00	05/14/2021	INV	PD	OVERNIGHT PARKING PART
612 KONICA MINOLTA BUSINESS SOLUTIONS INC												
441408911 CHECK DATE: 05/07/2021		04/20/2021		0521-1	244438	445.00		445.00	05/07/2021	INV	PD	PW COPIER
441582293 CHECK DATE: 05/07/2021		04/21/2021		0521-1	244438	226.00		226.00	05/07/2021	INV	PD	PD COPIER
72372342 CHECK DATE: 05/14/2021		05/03/2021		0521-2	244532	203.00		203.00	05/14/2021	INV	PD	SENIOR CENTER COPIER
						874.00						
546 LEN'S ACE HARDWARE, INC.												
99547/3 CHECK DATE: 05/07/2021		04/20/2021		0521-1	244439	5.38		5.38	05/07/2021	INV	PD	OPERATING SUPPLIES
99633/3 CHECK DATE: 05/07/2021		04/27/2021		0521-1	244439	8.06		8.06	05/07/2021	INV	PD	OPERATING SUPPLIES
99618/3 CHECK DATE: 05/07/2021		04/27/2021		0521-1	244439	21.57		21.57	05/07/2021	INV	PD	LANDSCAPING SUPPLIES
99698/3 CHECK DATE: 05/14/2021		05/03/2021		0521-2	244533	8.98		8.98	05/05/2021	INV	PD	MINI AUTOMOTIVE FUSE
99735/3 CHECK DATE: 05/14/2021		05/05/2021		0521-2	244533	49.49		49.49	05/05/2021	INV	PD	STEP DRILLBIT
99636/3 CHECK DATE: 05/14/2021		04/28/2021		0521-2	244533	7.93		7.93	05/05/2021	INV	PD	SHOP SUPPLIES
99673/3 CHECK DATE: 05/14/2021		04/30/2021		0521-2	244533	3.59		3.59	05/14/2021	INV	PD	PARTS
99660/3 CHECK DATE: 05/14/2021		04/29/2021		0521-2	244533	19.76		19.76	05/14/2021	INV	PD	OPERATING SUPPLIES
99571/3 CHECK DATE: 05/14/2021		04/22/2021		0521-2	244533	2.69		2.69	05/14/2021	INV	PD	OPERATING SUPPLIES
99666/3		04/29/2021		0521-2	244533	53.97		53.97	05/14/2021	INV	PD	PROPANE EXCHANGE

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 05/14/2021												
99719/3		05/04/2021		0521-2	244533	25.18	25.18	05/14/2021	INV	PD		OPERATING SUPPLIES
CHECK DATE: 05/14/2021												
98952/3		03/04/2021		0521-2	244533	27.18	27.18	05/14/2021	INV	PD		OPERATING SUPPLIES
CHECK DATE: 05/14/2021												
99676/3		04/30/2021		0521-2	244533	6.28	6.28	05/05/2021	INV	PD		CLEANING SUPPLIES & HA
CHECK DATE: 05/14/2021												
99679/3		04/30/2021		0521-2	244533	26.09	26.09	05/05/2021	INV	PD		3/4" X 1 1/4" BOLTS
CHECK DATE: 05/14/2021												
99701/3		05/03/2021		0521-2	244533	16.18	16.18	05/05/2021	INV	PD		SOLDERING SUPPLIES
CHECK DATE: 05/14/2021												
						282.33						
12573 ARTURO R. ARIAS LOPEZ												
12		05/11/2021		0521-2	244534	91.64	91.64	05/14/2021	INV	PD		OVERNIGHT PARTIAL REFU
CHECK DATE: 05/14/2021												
3537 MCKEOWN CLASSIC HOMES												
20193214		04/21/2021		0521-1	244440	6,533.00	6,533.00	04/30/2021	INV	PD		RESTOR DEP - 919 MAYA
CHECK DATE: 05/07/2021												
20181711		05/10/2021		0521-2	244535	6,000.00	6,000.00	05/14/2021	INV	PD		RESTORE. DEP. - 930 MA
CHECK DATE: 05/14/2021												
						12,533.00						
590 MEADE ELECTRIC COMPANY, INC.												
696225		04/26/2021		0521-2	244536	38.14	38.14	05/14/2021	INV	PD		LINE LOCATE - STREETS
CHECK DATE: 05/14/2021												
696224		04/26/2021		0521-2	244536	76.15	76.15	05/14/2021	INV	PD		LINE LOCATE - STREETS
CHECK DATE: 05/14/2021												
						114.29						
595 MENARDS, INC.												
65761		04/20/2021		0521-2	244537	11.19	11.19	05/14/2021	INV	PD		OPERATING SUPPLIES
CHECK DATE: 05/14/2021												
596 METRO PARAMEDIC SERVICES, INC.												
21-144753		04/18/2021		0521-1	244441	34,962.82	34,962.82	05/07/2021	INV	PD		PARAMEDIC SERVICE FEE
CHECK DATE: 05/07/2021												
599 MICHAEL'S UNIFORM CO.												
94131		05/03/2021		0521-1	244442	95.46	95.46	05/07/2021	INV	PD		UNIFORMS
CHECK DATE: 05/07/2021												
12440 MIDWEST POWER INDUSTRY, INC												
366		04/13/2021		0521-1	244443	2,050.00	2,050.00	05/07/2021	INV	PD		PREVENTATIVE MAINTENAC
CHECK DATE: 05/07/2021												
5772 MILTON TOWNSHIP												

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
115967 CHECK DATE: 05/07/2021 12556 GARY J. MIRKA		04/28/2021		0521-1	244444	1,875.00	1,875.00	05/07/2021	INV	PD	ANNUAL PYMT FOR MILTON
20202020 CHECK DATE: 05/07/2021 11480 M.A. MORTENSON COMPANY		04/19/2021		0521-1	244445	2,000.00	2,000.00	04/30/2021	INV	PD	RESTOR. DEP - 239 FORE
18090015-17 CHECK DATE: 05/07/2021 18090015-18 CHECK DATE: 05/11/2021	20190011 20190011	03/31/2021 04/30/2021		0521-1 0521-2	27447 27470	961,974.00 1,771,835.00	961,974.00 1,771,835.00	04/30/2021 05/14/2021	DIR DIR	PD PD	PARKING GARAGE CONSTRU PARKING GARAGE CONSTRU
						2,733,809.00					
8205 MUNICIPAL GIS PARTNERS, INC											
5565 CHECK DATE: 05/07/2021 1082 MUNICIPAL INS COOPERATIVE AGENCY	20210003	04/30/2021		0521-1	244446	8,674.25	8,674.25	05/07/2021	INV	PD	GIS CONSORTIUM SVC CON
116228 CHECK DATE: 05/14/2021 1212 MURPHY & MILLER, INC		05/03/2021		0521-2	244538	558,444.00	558,444.00	05/14/2021	INV	PD	2020-2021 PREMIUM
SVC00031703 CHECK DATE: 05/07/2021 635 NATIONAL ELEVATOR INSPECTION SVCS INC		04/12/2021		0521-1	244447	720.00	720.00	04/30/2021	INV	PD	NEW REPLACEMENT THERMO
0423640 CHECK DATE: 05/07/2021 0423872 CHECK DATE: 05/14/2021 0424504 CHECK DATE: 05/14/2021 0425615 CHECK DATE: 05/14/2021 0425442 CHECK DATE: 05/14/2021		04/08/2021 04/13/2021 04/20/2021 04/28/2021 04/27/2021		0521-1 0521-2 0521-2 0521-2 0521-2	244448 244539 244539 244539 244539	65.00 65.00 300.00 120.00 1,080.00	65.00 65.00 300.00 120.00 1,080.00	04/23/2021 05/07/2021 05/07/2021 05/14/2021 05/14/2021	INV INV INV INV INV	PD PD PD PD PD	INSPECTIONS PROFESSIONAL SERVICES PROFESSIONAL SERVICES ELEVATOR INSPECTIONS 3 INSPECTIONS 45 S PARK/
						1,630.00					
10693 NAVIANT, INC											
0142704-IN CHECK DATE: 05/07/2021 12574 BRIAN NGUYEN		04/29/2021		0521-1	244449	800.00	800.00	05/04/2021	INV	PD	SCANNER MAINTENANCE CO
10 CHECK DATE: 05/14/2021		05/11/2021		0521-2	244540	91.64	91.64	05/14/2021	INV	PD	OVERNIGHT PARKING PART

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12576 MELINDA NGUYEN												
11		05/11/2021		0521-2	244541	91.64		91.64	05/14/2021	INV	PD	OVERNIGHT PARKING PART
CHECK DATE: 05/14/2021												
651 NORTHERN ILLINOIS GAS COMPANY												
14-78-54-4533 0	0421	04/16/2021		0521-1	244450	161.06		161.06	05/07/2021	INV	PD	14-78-54-4533 0 0421
CHECK DATE: 05/07/2021												
07-07-64-1558 2	0421	04/19/2021		0521-1	244451	123.02		123.02	05/07/2021	INV	PD	07-07-64-1558 2 0421
CHECK DATE: 05/07/2021												
73-43-95-0223 5	0421	04/16/2021		0521-1	244452	44.18		44.18	05/07/2021	INV	PD	73-43-95-0223 5 0421
CHECK DATE: 05/07/2021												
86-07-35-9064 7	0421	04/16/2021		0521-1	244453	19.89		19.89	05/07/2021	INV	PD	86-07-35-9064 7 0421
CHECK DATE: 05/07/2021												
28-61-60-1000 6	0421	04/16/2021		0521-1	244454	117.58		117.58	05/07/2021	INV	PD	28-61-60-1000 6 0421
CHECK DATE: 05/07/2021												
						465.73						
11462 MOCATZ, INC												
115930		01/21/2021		0521-1	244455	5,000.00		5,000.00	04/30/2021	INV	PD	COVID-19 SUPPORT GRANT
CHECK DATE: 05/07/2021												
738 RAY O'HERRON CO. INC.												
2102045-IN		04/02/2021		0521-1	244456	689.46		689.46	05/04/2021	INV	PD	HOLSTEAD VEST
CHECK DATE: 05/07/2021												
2107951-IN		04/23/2021		0521-1	244456	680.00		680.00	05/04/2021	INV	PD	CASAREZ VEST
CHECK DATE: 05/07/2021												
						1,369.46						
11266 PHYSICIANS IMMEDIATE CARE NORTH CHICAGO LLC												
4201552		04/05/2021		0521-1	244457	2,376.00		2,376.00	04/30/2021	INV	PD	BACKGROUND SCREENING
CHECK DATE: 05/07/2021												
12338 REED IRRIGATION SERVICES, INC.												
05212021		05/01/2021		0521-2	244542	210.00		210.00	05/05/2021	INV	PD	USED IRRIGATION HEADS
CHECK DATE: 05/14/2021												
1254 REINDERS, INC.												
1876414-00		04/28/2021		0521-2	244543	90.72		90.72	05/05/2021	INV	PD	2" PVC REPAIR COUPLING
CHECK DATE: 05/14/2021												
1876414-01		04/28/2021		0521-2	244543	1,052.23		1,052.23	05/05/2021	INV	PD	WIRE & VALVE LOCATOR
CHECK DATE: 05/14/2021												
						1,142.95						
12559 RELAN, JODY/DEBRA												
115963		04/30/2021		0521-1	244458	1,634.66		1,634.66	04/30/2021	INV	PD	REFUND OVERPAYMENT #22
CHECK DATE: 05/07/2021												

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12550 RANDY ROBERTS											
115772		04/14/2021		0521-1	244459	439.00	439.00	04/23/2021	INV	PD	REIMBURSEMENT FOR MEMB
CHECK DATE: 05/07/2021											
764 ROTARY CLUB OF GLEN ELLYN											
179		02/21/2021		0521-1	244460	147.00	147.00	05/07/2021	INV	PD	MEMBERSHIP DUES
CHECK DATE: 05/07/2021											
8689 RUSH TRUCK CENTERS OF ILLINOIS, INC											
3023218338		04/23/2021		0521-1	244461	273.74	273.74	05/07/2021	INV	PD	PW #251 PARTS
CHECK DATE: 05/07/2021											
3023255128		04/27/2021		0521-1	244461	287.65	287.65	05/07/2021	INV	PD	PW #203 PARTS
CHECK DATE: 05/07/2021											
3023236939		04/26/2021		0521-1	244461	205.89	205.89	05/07/2021	INV	PD	PW #203 PARTS
CHECK DATE: 05/07/2021											
3023191357		04/22/2021		0521-1	244461	158.98	158.98	05/07/2021	INV	PD	PW #251 PARTS
CHECK DATE: 05/07/2021											
3023203721		04/22/2021		0521-1	244461	344.00	344.00	05/07/2021	INV	PD	PW #203 PARTS
CHECK DATE: 05/07/2021											
						1,270.26					
6093 SCHAMBERGER BROTHERS, INC											
0000433930		04/30/2021		0521-2	244544	462.00	462.00	05/29/2021	INV	PD	BEER FOR RESALE
CHECK DATE: 05/14/2021											
0000433809		04/23/2021		0521-2	244544	495.90	495.90	05/15/2021	INV	PD	BEER FOR RESALE
CHECK DATE: 05/14/2021											
0000433683		04/16/2021		0521-2	244544	239.50	239.50	05/15/2021	INV	PD	BEER FOR RESALE
CHECK DATE: 05/14/2021											
0000434045		05/07/2021		0521-2	244544	785.30	785.30	05/15/2021	INV	PD	BEER FOR RESALE
CHECK DATE: 05/14/2021											
						1,982.70					
12572 WILLIAM SCHUMACHER											
5		05/11/2021		0521-2	244545	150.00	150.00	05/14/2021	INV	PD	OVERNIGHT PARKING PART
CHECK DATE: 05/14/2021											
9718 SEBIS DIRECT INC											
32713		04/16/2021		0521-1	244462	871.29	871.29	05/07/2021	INV	PD	UTILITY BILLING MARCH
CHECK DATE: 05/07/2021											
9358 DENNIS P SELVIG											
116041		04/30/2021		0521-1	244463	600.00	600.00	05/07/2021	INV	PD	PRE-EMPLOYMENT ASSESSM
CHECK DATE: 05/07/2021											
9897 SITEONE LANDSCAPE SUPPLY HOLDING, LLC											
108459974-001		04/27/2021		0521-1	244464	266.76	266.76	05/07/2021	INV	PD	OPERATING SUPPLIES

VILLAGE OF GLEN ELLYN



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 05/07/2021												
108333572-001		04/23/2021		0521-2	244546	639.50	639.50	05/14/2021	INV	PD		OPERATING SUPPLIES
CHECK DATE: 05/14/2021												
12561 SJ & BE INVESTMENTS,						906.26						
116021		05/03/2021		0521-1	244465	1,833.34	1,833.34	05/07/2021	INV	PD		COVID-19 SUPPORT GRANT
CHECK DATE: 05/07/2021												
6942 SMITH BROTHERS TREE SERVICE												
001443	20210030	04/30/2021		0521-2	244547	2,520.00	2,520.00	05/14/2021	INV	PD		PARKWAY RESTORATIONS
CHECK DATE: 05/14/2021												
000437	20210030	04/22/2021		0521-2	244547	3,619.00	3,619.00	05/14/2021	INV	PD		PARKWAY RESTORATIONS
CHECK DATE: 05/14/2021												
10947 DR. CRAIG & MARY SMITH						6,139.00						
20172355		04/21/2021		0521-1	244466	2,000.00	2,000.00	04/30/2021	INV	PD		RESTOR DEP - 160 N MAI
CHECK DATE: 05/07/2021												
5109 SOUTH SIDE CONTROL SUPPLY, CO.												
S100674919.001		02/03/2021		0521-1	244467	14.47	14.47	04/30/2021	INV	PD		OPERATING SUPPLIES
CHECK DATE: 05/07/2021												
S100677884.001		02/16/2021		0521-1	244467	544.51	544.51	04/30/2021	INV	PD		OPERATING SUPPLIES
CHECK DATE: 05/07/2021												
12512 SOUTHEAST LINEN ASSOCIATES, INC.						558.98						
1210145		04/30/2021		0521-2	244548	320.50	320.50	05/06/2021	INV	PD		LINENS
CHECK DATE: 05/14/2021												
1210839		05/07/2021		0521-2	244548	444.58	444.58	05/15/2021	INV	PD		LINENS, NAPKINS AND TO
CHECK DATE: 05/14/2021												
10181 SOUTHERN GLAZER'S WINE AND SPIRITS, LLC						765.08						
3633847		05/06/2021		0521-2	244549	2,044.91	2,044.91	05/06/2021	INV	PD		WINE AND LIQUOR FOR RE
CHECK DATE: 05/14/2021												
3622866		04/29/2021		0521-2	244549	2,474.42	2,474.42	05/06/2021	INV	PD		LIQUOR AND WINE FOR RE
CHECK DATE: 05/14/2021												
3600885		04/15/2021		0521-2	244549	1,472.63	1,472.63	05/06/2021	INV	PD		WINE AND LIQUOR FOR RE
CHECK DATE: 05/14/2021												
806 STANDARD EQUIPMENT COMPANY						5,991.96						
P28441		04/21/2021		0521-1	244468	63.68	63.68	05/07/2021	INV	PD		PW #230 HANDLE
CHECK DATE: 05/07/2021												
2687 STAPLES CONTRACT & COMMERCIAL, INC.												

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
3474600543		04/14/2021		0521-1	244469	273.64		273.64	05/07/2021	INV	PD	CLEANING SUPPLIES
CHECK DATE: 05/07/2021												
3475031402		04/20/2021		0521-1	244469	105.10		105.10	05/07/2021	INV	PD	OPERATING SUPPLIES
CHECK DATE: 05/07/2021												
9084 STATE INDUSTRIAL PRODUCTS CORPORATION						378.74						
901960601		04/28/2021		0521-1	244470	175.89		175.89	05/04/2021	INV	PD	DISINFECTANT
CHECK DATE: 05/07/2021												
5174 STEINBRECHER LAND SURVEYORS, INC.												
14390		02/02/2021		0521-1	244471	500.00		500.00	04/23/2021	INV	PD	ESCROW #21.0009 930/94
CHECK DATE: 05/07/2021												
4590 STEVE PIPER & SONS, INC.												
17204		04/23/2021		0521-1	244472	6,060.00		6,060.00	05/07/2021	INV	PD	PANFISH PARK TREE TRIM
CHECK DATE: 05/07/2021												
12560 LAVERNE STREET												
24-1315		04/30/2021		0521-1	244473	70.00		70.00	05/07/2021	INV	PD	VEHICLE STICKER REFUND
CHECK DATE: 05/07/2021												
7600 STUEVER & SONS, INC												
0338838		04/05/2021		0521-2	244550	90.00		90.00	05/06/2021	INV	PD	BEER LINE CLEANING
CHECK DATE: 05/14/2021												
826 SUBURBAN DOOR CHECK & LOCK SERVICE INC												
IN535971		04/19/2021		0521-1	244474	428.50		428.50	05/07/2021	INV	PD	SERVICE CALL AND LABOR
CHECK DATE: 05/07/2021												
IN536250		04/28/2021		0521-2	244551	209.20		209.20	05/14/2021	INV	PD	PUBLIC WORKS FRONT DOO
CHECK DATE: 05/14/2021												
						637.70						
5018 SUBURBAN LABORATORIES, INC.												
188237		04/30/2021		0521-2	244552	1,210.00		1,210.00	05/14/2021	INV	PD	LAB TESTING
CHECK DATE: 05/14/2021												
12566 JUSTIN SUMULONG												
20200258		05/05/2021		0521-2	244553	1,000.00		1,000.00	05/14/2021	INV	PD	RESTORE DEP. - 591 MAI
CHECK DATE: 05/14/2021												
2937 SUPERIOR ASPHALT MATERIALS, LLC												
20210195		04/26/2021		0521-2	244554	988.86		988.86	05/14/2021	INV	PD	ASPHALT DISPOSAL FROM
CHECK DATE: 05/14/2021												

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
835 SUPERIOR BEVERAGE CO.												
363044		04/16/2021		0521-2	244555	222.00		222.00	05/15/2021	INV	PD	BEER FOR RESALE
CHECK DATE:	05/14/2021											
366094		04/30/2021		0521-2	244555	322.60		322.60	05/15/2021	INV	PD	BEER FOR RESALE
CHECK DATE:	05/14/2021											
367716		05/07/2021		0521-2	244555	380.50		380.50	05/15/2021	INV	PD	BEER FOR RESALE
CHECK DATE:	05/14/2021											
						925.10						
10104 SUPREME LOBSTER CO												
7083455		04/24/2021		0521-1	244475	84.72		84.72	04/25/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/07/2021											
7087493		04/30/2021		0521-1	244475	418.54		418.54	05/01/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/07/2021											
7086374		04/29/2021		0521-1	244475	284.60		284.60	05/01/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/07/2021											
						787.86						
5758 SWAHM												
SWAHM-149		05/03/2021		0521-1	27450	227,669.55		227,669.55	05/04/2021	DIR	PD	SWAHM INSURANCE PAYMEN
CHECK DATE:	05/03/2021											
10477 TPI BUILDING CODE CONSULTANTS, INC												
202103		03/31/2021		0521-1	244476	18,343.50		18,343.50	04/23/2021	INV	PD	PROFESSIONAL SERVICES
CHECK DATE:	05/07/2021											
202104		04/30/2021		0521-2	244556	23,838.00		23,838.00	05/14/2021	INV	PD	PLAN REVIEWS/ PLUMBING
CHECK DATE:	05/14/2021											
						42,181.50						
872 TRAFFIC CONTROL & PROTECTION INC												
128089		04/14/2021		0521-1	244477	180.00		180.00	05/07/2021	INV	PD	TRAFFICE SIGNAL LIGHT
CHECK DATE:	05/07/2021											
106777		04/22/2021		0521-1	244478	1,000.00		1,000.00	05/07/2021	INV	PD	SIGN INSTALLATION SUPP
CHECK DATE:	05/07/2021											
106849		04/28/2021		0521-2	244557	249.00		249.00	05/14/2021	INV	PD	ALUMINUM FOR SIGN FABR
CHECK DATE:	05/14/2021											
						1,429.00						
12309 TRANS HOLDINGS CORP												
115975		04/28/2021		0521-1	244479	4,253.95		4,253.95	05/07/2021	INV	PD	REPAIRS TO 505-509 PEN
CHECK DATE:	05/07/2021											
10019 TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC												
258788-202104-1		05/01/2021		0521-1	244480	193.70		193.70	05/04/2021	INV	PD	APRIL SERVICES
CHECK DATE:	05/07/2021											
11819 UNIFIRST CORPORATION												

VILLAGE OF GLEN ELLYN

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	VOUCHER	WARRANT	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
061 1360787		04/02/2021		0521-1	244481	45.00		45.00	05/07/2021	INV	PD	MAT & TOWEL SERVICE FO
CHECK DATE:	05/07/2021											
061 1362474		04/09/2021		0521-1	244481	45.00		45.00	05/07/2021	INV	PD	MAT & TOWEL SERVICE FO
CHECK DATE:	05/07/2021											
061 1364062		04/16/2021		0521-1	244481	45.00		45.00	05/07/2021	INV	PD	MAT & TOWEL SERVICE FO
CHECK DATE:	05/07/2021											
061 1365668		04/23/2021		0521-1	244481	45.00		45.00	05/07/2021	INV	PD	MAT & TOWEL SERVICE FO
CHECK DATE:	05/07/2021											
						180.00						
884 U.S. FOODSERVICE, INC.												
1595159		04/23/2021		0521-1	244482	2,002.25		2,002.25	04/25/2021	INV	PD	FOOD - RESALE, NA BEV,
CHECK DATE:	05/07/2021											
1623143		04/23/2021		0521-1	244482	25.10		25.10	04/25/2021	INV	PD	DRY GOODS
CHECK DATE:	05/07/2021											
1622240		04/23/2021		0521-1	244482	33.68		33.68	04/25/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/07/2021											
1622215		04/23/2021		0521-1	244482	290.85		290.85	04/25/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/07/2021											
1620724		04/23/2021		0521-1	244482	16.12		16.12	04/25/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/07/2021											
1847524		04/30/2021		0521-1	244482	42.63		42.63	04/30/2021	INV	PD	food - resale
CHECK DATE:	05/07/2021											
1754076		04/28/2021		0521-1	244482	164.96		164.96	05/01/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/07/2021											
1720660		04/27/2021		0521-1	244482	22.89		22.89	05/01/2021	INV	PD	SUPPLIES
CHECK DATE:	05/07/2021											
1655845		04/26/2021		0521-1	244482	3,643.52		3,643.52	05/01/2021	INV	PD	FOOD - RESALE, SUPPLIE
CHECK DATE:	05/07/2021											
2986166		04/26/2021		0521-1	244482	-68.48		-68.48	04/26/2021	CRM	PD	FOOD - RESALE
CHECK DATE:	05/07/2021											
1848617		04/30/2021		0521-1	244482	219.18		219.18	04/30/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/07/2021											
1944306		05/04/2021		0521-2	244558	424.65		424.65	05/06/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/14/2021											
1825154		04/30/2021		0521-2	244558	104.90		104.90	05/05/2021	INV	PD	SUPPLIES
CHECK DATE:	05/14/2021											
1858127		05/01/2021		0521-2	244558	201.34		201.34	05/05/2021	INV	PD	SUPPLIES
CHECK DATE:	05/14/2021											
2080200		05/07/2021		0521-2	244558	61.42		61.42	05/08/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/14/2021											
2073039		05/07/2021		0521-2	244558	4,130.52		4,130.52	05/07/2021	INV	PD	FOOD - RESALE, SUPPLIE
CHECK DATE:	05/14/2021											
1988371		05/05/2021		0521-2	244558	568.62		568.62	05/06/2021	INV	PD	SUPPLIES
CHECK DATE:	05/14/2021											
1984299		05/05/2021		0521-2	244558	66.70		66.70	05/06/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/14/2021											
1984318		05/05/2021		0521-2	244558	46.61		46.61	05/06/2021	INV	PD	FOOD - RESALE
CHECK DATE:	05/14/2021											
1882874		05/03/2021		0521-2	244558	5,422.57		5,422.57	05/06/2021	INV	PD	FOOD -RESALE, SUPPLIE
CHECK DATE:	05/14/2021											
1825155		04/30/2021		0521-2	244558	183.48		183.48	05/06/2021	INV	PD	SUPPLIES
CHECK DATE:	05/14/2021											
1825153		04/30/2021		0521-2	244558	3,332.92		3,332.92	05/06/2021	INV	PD	FOOD - RESALE, SUPPLIE

INVOICE	P.O.	INV DATE	VOUCHER	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1944039 CHECK DATE: 05/14/2021		05/04/2021	0521-2	244558	34.42	34.42	05/06/2021	INV	PD	FOOD - RESALE
12555 ANTHONY VALERIO					20,970.85					
20172251 CHECK DATE: 05/07/2021		04/16/2021	0521-1	244483	1,000.00	1,000.00	04/30/2021	INV	PD	RESTOR DEP - 174 S. EL
11077 WINEBOW, INC										
IL0758969 CHECK DATE: 05/14/2021		05/07/2021	0521-2	244559	444.00	444.00	05/15/2021	INV	PD	WINE FOR RESALE
11790 JANET WAGNER										
116178 CHECK DATE: 05/14/2021		05/03/2021	0521-2	244560	187.50	187.50	05/14/2021	INV	PD	2021 SIDEWALK STREET R
948 WEST PUBLISHING CORPORATION										
843921679 CHECK DATE: 05/07/2021		03/01/2021	0521-1	244484	389.30	389.30	05/07/2021	INV	PD	2-01-21 THRU 2-28-21 I
12570 WHITE, CAROL/MIKE										
211830 CHECK DATE: 05/14/2021		05/10/2021	0521-2	244561	1,013.49	1,013.49	05/14/2021	INV	PD	UB WATER REFUND - 286
7711 WINDY CITY DISTRIBUTION COMPANY										
825024 CHECK DATE: 05/14/2021		04/29/2021	0521-2	244562	-120.00	-120.00	04/29/2021	CRM	PD	KEG DEPOSIT CREDIT
113417 CHECK DATE: 05/14/2021		04/29/2021	0521-2	244562	503.09	503.09	04/29/2021	INV	PD	BEER FOR RESALE
117403 CHECK DATE: 05/14/2021		05/06/2021	0521-2	244562	1,030.21	1,030.21	05/15/2021	INV	PD	BEER FOR RESALE
8565 WIDEOPENWEST FINANCE LLC					1,413.30					
013896527 0421 CHECK DATE: 05/07/2021		04/15/2021	0521-1	244485	133.50	133.50	05/07/2021	INV	PD	BACKUP INTERNET FOR CC
015278038 0421 CHECK DATE: 05/07/2021		04/24/2021	0521-1	244485	65.99	65.99	05/04/2021	INV	PD	APRIL PD INV INTERNET
284 INVOICES		4,306,188.65								

Page 24 of 243



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 5/24/2021 7:00 PM
Department: System Administrator
Department Head:
Category: Award
Prepared By:

AGENDA ITEM (ID # 2021-1147)

DOC ID: 2021-1147

Approve an Interior Improvement Award in the Amount of \$30,000 and the Fire Prevention Award in the Amount of \$15,000 for Temos J LLC at 504 Crescent Boulevard, to be Expensed to the Central Business District TIF Fund (Economic Development Coordinator Hannah)

Statement of the Issue:

Mario Jimenez, owner of the property located at 504 Crescent Boulevard, has submitted applications for a Downtown Retail Interior Improvement and Fire Prevent Award. The former restaurant property was badly damaged by a fire in February 2020, and Mr. Jimenez is requesting the awards to assist with renovating the property to enable another restaurant to open again. This is Mr. Jimenez first award request for this property. He is still working on estimates for the façade and may submit a request for a façade award at a later date.

Analysis:

Award Background

The goal of the **Downtown Retail Interior Improvement Award Program** is to strengthen the downtown shopping district by attracting new retail businesses, restaurants and by assisting existing retailers with eligible expansion plans in the downtown commercial district. Service businesses like art studios, fitness uses must include 25% of floor space of retail to be eligible. The program supports structural improvements and will not support decorative improvements. Approved projects are eligible for up to a maximum of \$30,000 per award for interior improvements based on the following award scale per program:

Investments			Award	
Low		High		
\$ 2,000.00	up to	\$ 3,499.00		\$ 1,000.00
\$ 3,500.00	up to	\$ 4,999.00		\$ 1,750.00

\$ 5,000.00	up to	\$ 7,499.00		\$ 2,500.00
\$ 7,500.00	up to	\$ 9,999.00		\$ 3,750.00
\$ 10,000.00	up to	\$ 12,499.00		\$ 5,000.00
\$ 12,500.00	up to	\$ 14,999.00		\$ 6,250.00
\$ 15,000.00	up to	\$ 17,499.00		\$ 7,500.00
\$ 17,500.00	up to	\$ 19,999.00		\$ 8,750.00
\$ 20,000.00	up to	\$ 24,999.00		\$ 10,000.00
\$ 25,000.00	up to	\$ 27,499.00		\$ 12,500.00
\$ 27,500.00	up to	\$ 29,999.00		\$ 13,750.00
\$ 30,000.00	up to	\$ 32,499.00		\$ 15,000.00
\$ 32,500.00	up to	\$ 34,999.00		\$ 16,250.00
\$ 35,000.00	up to	\$ 37,499.00		\$ 17,500.00
\$ 37,500.00	up to	\$ 39,999.00		\$ 18,750.00
\$ 40,000.00	up to	\$ 42,499.00		\$ 20,000.00
\$ 42,500.00	up to	\$ 44,999.00		\$ 21,250.00
\$ 45,000.00	up to	\$ 47,499.00		\$ 22,500.00
\$ 47,500.00	up to	\$ 49,999.00		\$ 23,750.00
\$ 50,000.00	up to	\$ 52,499.00		\$ 25,000.00
\$ 52,500.00	up to	\$ 54,999.00		\$ 26,250.00
\$ 55,000.00	up to	\$ 57,499.00		\$ 27,500.00
\$ 57,500.00	up to	\$ 59,999.00		\$ 28,750.00
\$ 60,000.00	up to	+		\$ 30,000.00

The **Fire Prevention Award Program** assists businesses and property owners with meeting life safety code improvements and assisting in preserving the unique building stock within the downtown. The program supports the installation of fire alarm and sprinkler systems in buildings located in the C5A and C5B business districts. Approved projects are eligible for up to a maximum of \$15,000 per award for façade and fire prevention improvements based on the following award scale per program:

Investment			Award
Low		High	
\$ 2,000.00	up to	\$ 3,499.00	\$ 1,000.00
\$ 3,500.00	up to	\$ 4,999.00	\$ 1,750.00
\$ 5,000.00	up to	\$ 7,499.00	\$ 2,500.00
\$ 7,500.00	up to	\$ 9,999.00	\$ 3,750.00
\$ 10,000.00	up to	\$ 12,499.00	\$ 5,000.00
\$ 12,500.00	up to	\$ 14,999.00	\$ 6,250.00
\$ 15,000.00	up to	\$ 17,499.00	\$ 7,500.00
\$ 17,500.00	up to	\$ 19,999.00	\$ 8,750.00
\$ 20,000.00	up to	\$ 24,999.00	\$10,000.00
\$ 25,000.00	up to	\$ 27,499.00	\$12,500.00
\$ 27,500.00	up to	\$ 29,999.00	\$13,750.00

\$ 30,000.00	up to	+	\$15,000.00
--------------	-------	---	-------------

The Village Board approved \$125,000 for the downtown award programs (including the Downtown Interior Program, Façade Improvement Program and Fire Prevention Assistance Program) from the Downtown TIF, \$15,000 for Roosevelt Road and Historic Stacy's Corners commercial district from the General Fund for Façade Awards and \$15,000 from the Roosevelt Road TIF for Fire Prevention Assistance Program from businesses within the Roosevelt Road TIF district as part of the 2021 annual budget.

Six (6) other award have been approved for downtown businesses by the Village Board totaling \$99,250, from the 2021 budget. There are \$25,750 funds remaining for downtown projects and \$30,000 available in the Roosevelt Road façade award program in the 2021 Budget.

Award Issues

Staff recognizes the following eligible costs outlined/identified in the application:

Interior Improvement Award	
Install grease trap and plumbing	\$ 7,800
Upsize water distribution system for code requirements	\$ 3,200
Install ejector pit	\$ 2,400
Fix drains, pipes and sinks	\$ 8,600
Installation of hood and exhaust system	\$32,600
Carpentry work and materials	\$ 8,882
Total Interior Improvement Award Eligible	\$63,482
Total Interior Improvement Award Requested	\$30,000
Fire Prevention Award	
Sprinkler system installation	\$37,671
Total eligible award	\$ 37,671
Total Fire Prevention Award Requested	\$15,000
Total Awards Requested	\$45,000

The fire prevention and downtown retail interior improvement awards requested are consistent with the intent of the Award programs.

Strategic Plan Initiative

Strategic Issue II: BUSINESS. Engage in proactive economic development to attract and retain key businesses downtown and other commercial corridors to achieve a thriving business community.

Supporting the improvements to 504 Crescent Boulevard, allows the property owner to make necessary improvements for a business to open and serve the Glen Ellyn community.

Budget Impact:

Staff is requesting the \$45,000 be allocated from the Downtown TIF Fund.

Action Requested:

The Village Board may approve the request for a \$45,000 Downtown Retail Interior Improvement Award and Fire Prevention Award to Temos J LLC, approve a different Award amount, or choose to deny the request.

Attachments:

1. 504 Crescent Blvd Interior
2. 504 Crescent Blvd Fire
3. Award Budget Summary 05-13-21

VILLAGE OF GLEN ELLYN
Downtown Retail Interior Improvement Award

REQUIRED SUBMITTALS WITH APPLICATION:

- Signed lease, committing to minimum of a 3-year lease term is required for all new and relocating businesses (if a lease has not yet been signed, disbursement of the approved funds will be contingent on the Village receiving a signed lease).
- Signed vendor contract(s) with detailed costs for each proposed improvement.
- Consent from the building owner for proposed improvements, by signature on the attached form.
- Digital photos depicting the interior areas where proposed improvements will take place.
- Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification
- A narrative or current Business Plan that addresses the following:
 - Description of your business and the related industry.
 - Features and advantages of your product and how improvements sought will improve the business and/or benefit Village.
 - List any unusual or unexpected difficulties faced in making the proposed improvements or completing the work.
 - Credentials and experience of business owner.
 - Market research and analysis including a definition of your current or anticipated customers and where they come from. May also include information on future customer markets as a result of interior improvements (i.e. will improvements attract new customers).
 - Describe or demonstrate why these improvements would not take place "but for" the award program.

BUSINESS OWNER INFORMATION:

Business Owner Name: Mario Jimenez

Home Address: 1315 Cindy Lane, Sandwich IL 60548

Business Name: Termos J LLC

Business Address: 1315 Cindy Lane, Sandwich IL 60548

Business Phone: 312-317-5377 Fax: _____

Home Phone: 312-317-5377 Email: SanLefeMario@frontier.com

If tenant, what is the expiration date of your current lease? none

If buyer under contract or tenant, who is the property owner? non

Property Owner Name: Mario Jimenez

Property Owner Address: 1315 Cindy Lane, Sandwich IL 60548

Property Owner Phone: 312-317-5377 Property Owner Fax: _____

Property Owner E-mail: Sanlefe Mario a frontier.com

DESCRIPTION OF PROPOSED IMPROVEMENTS

Adding additional ADA Bathroom. Required to
upgrade all water lines in basement and New PVC
pipe for waste. Addition of new grease traps
plus new ejector pit. Install new cooktop
hood to meet village ventilation requirements

ITEMIZED ACTIVITY DESCRIPTION

code improvements for Ceiling / fire code
addition of ADA bathroom, plumbing
upgrades per code and installation
of new hood required by village

COST

63,482.98

TOTAL PROJECT COST:

AMOUNT OF AWARD REQUESTED:

30,000⁰⁰

APPLICATION CERTIFICATION

I, the undersigned, certify that I have read the program description and requirements for the Village of Glen Ellyn Downtown Retail Interior Improvement Award Program. I certify that all information provided herein is true and accurate to the best of my knowledge. I understand that the improvements described in this application must receive all required permit approvals from the Village of Glen Ellyn prior to the commencement of construction. I further understand all eligible improvements identified in support of the award are permanent fixtures and will remain with the building.

Furthermore, I, the undersigned, my successors and assigns, hereby agree to save and hold harmless the Village of Glen Ellyn and any of its employees, officers and directors from all cost, injury and damage to any person or property whatsoever, any of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any project improvement included in my award application. The above cost, injury, damage or other injury or damage incurred by or to any of the above shall include, in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. I understand that if my business closes or moves out of the Village of Glen Ellyn within 3 years I will be required to repay the Village in an amount as described on page 3 of the award packet.

Termo S J LLC
Applicant Name (PRINT)

[Signature]
Applicant Signature

Date: 5/6/21

CONSENT FROM PROPERTY OWNER (Required if different from Applicant)

Mario Jimenez
Property Owner Name (PRINT)

[Signature]
Property Owner Signature

Date: 5/6/21

*****Office Use Only*****

Application is: _____Approved _____Denied

Village President

Date

Economic Development Coordinator

Date

PAUL DAVIS Paul Davis Restoration of DuPage

433 Spring Ave
Naperville, IL 60540
FEIN 27-0888729
630-778-7285(O) 630-778-7272(F)
DCIL@pauldavis.com

Client: Mario Jimenez
Property: 504 Crescent Blvd
Glen Ellyn, IL 60137

Operator: RICH.KRA

Estimator: Richard Kramer
Business: 433 Spring Ave
Naperville, IL 60540

Business: (630) 778-7285
E-mail: rich.kramer@pauldavis.com

Type of Estimate: Other
Date Entered: 10/23/2020
Date Est. Completed: 3/24/2021
Date Assigned:
Date Job Completed:

Price List: ILCC8X_MAR21
Labor Efficiency: Restoration/Service/Remodel
Estimate: VILLAGE-MARIO-2

Code upgrades at Rue Restaurant, insured Mario Jimenez

433 Spring Ave
Naperville, IL 60540
FEIN 27-0888729
630-778-7285(O) 630-778-7272(F)
DCIL@pauldavis.com

VILLAGE-MARIO-2**Main Level**

bar/dining	Height: 8'
DESCRIPTION	QTY
1. R&R 5/8" drywall - hung & fire taped only install at wall dividing stores, village code. drywall installed above ceiling	295.92 SF
2. Caulking - latex fire sealant - 5/16" to 3/4"	70.83 LF
3. Drywall Installer / Finisher - per hour additional labor. 12' high. install at wall dividing stores, village code	8.00 HR

New ADA bath	Height: 8'
DESCRIPTION	QTY
4. Material Only 2" x 4" lumber (.667 BF per LF) framing material for bath	240.00 LF
5. Material Only 2" x 8" lumber (1.33 BF per LF) ceiling joist	8.00 LF
6. Carpenter - General Framer - per hour bath framing labor	12.00 HR
7. Rough in plumbing - per fixture	2.00 EA
8. R&R Commercial electrical (SF of bldg) - Average load	32.00 SF
9. R&R Heating and cooling system - variable volume - Commercial	32.00 SF
10. R&R Batt insulation - 4" - R13 - paper / foil faced	96.00 SF
11. 5/8" drywall - hung, taped, floated, ready for paint	224.00 SF
12. Seal the surface area w/latex based stain blocker - one coat	1,350.00 SF
13. Fiberglass reinforced plastic (FRP) paneling w/trim	96.00 SF
14. Paint part of the walls - two coats	128.00 SF
15. Cove base molding - rubber or vinyl, 4" high	6.00 LF
16. Interior double door - solid core Colonist - pre-hung unit	1.00 EA
17. Door lockset - exterior - High grade	1.00 EA
18. Door closer - Commercial grade	1.00 EA
19. Handicap grab bar - Stainless steel, 1 1/2" x 30"	2.00 EA
20. Stain & finish door/window trim & jamb (per side)	2.00 EA
21. Stain & finish door slab only (per side)	2.00 EA
22. R&R Bathroom ventilation fan	1.00 EA
23. R&R Ductwork - flexible - insulated - 6" round	12.00 LF
24. R&R fan cover	1.00 EA
25. Light bar - 2 lights - High grade	1.00 EA
26. Motion sensor for light fixture	1.00 EA

PAULDAVIS Paul Davis Restoration of DuPage

433 Spring Ave
Naperville, IL 60540
FEIN 27-0888729
630-778-7285(O) 630-778-7272(F)
DCIL@pauldavis.com

CONTINUED - New ADA bath

DESCRIPTION	QTY
Ceiling work	
27. R&R 5/8" drywall - hung & fire taped only install at wall dividing stores, village code	10.56 SF
28. Caulking - latex fire sealant - 5/16" to 3/4"	12.00 LF
29. Drywall Installer / Finisher - per hour additional labor. 12' high. install at wall dividing stores, village code	4.00 HR

basement

Plumbing code

DESCRIPTION	Height: 8' QTY
30. Plumbing (Bid Item)	1.00 EA

Hvac/cooktop hood ventelation

DESCRIPTION	QTY
31. Appliances (Bid Item) bid for new hood required by code	1.00 EA

Labor Minimums Applied

DESCRIPTION	QTY
32. Finish carpentry labor minimum	1.00 EA

Grand Total

\$63,482.98

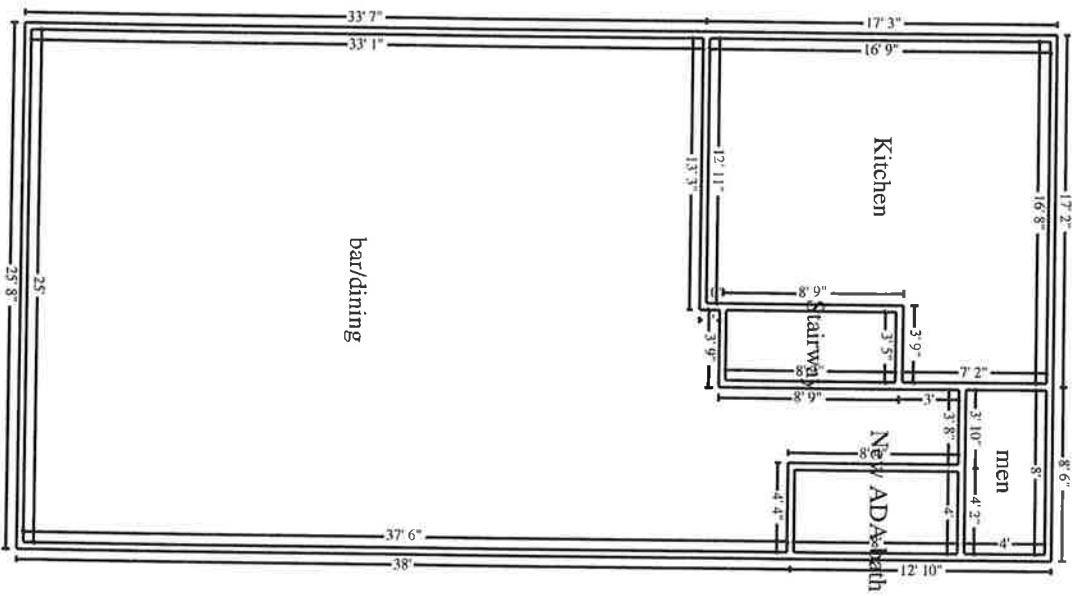
Richard Kramer

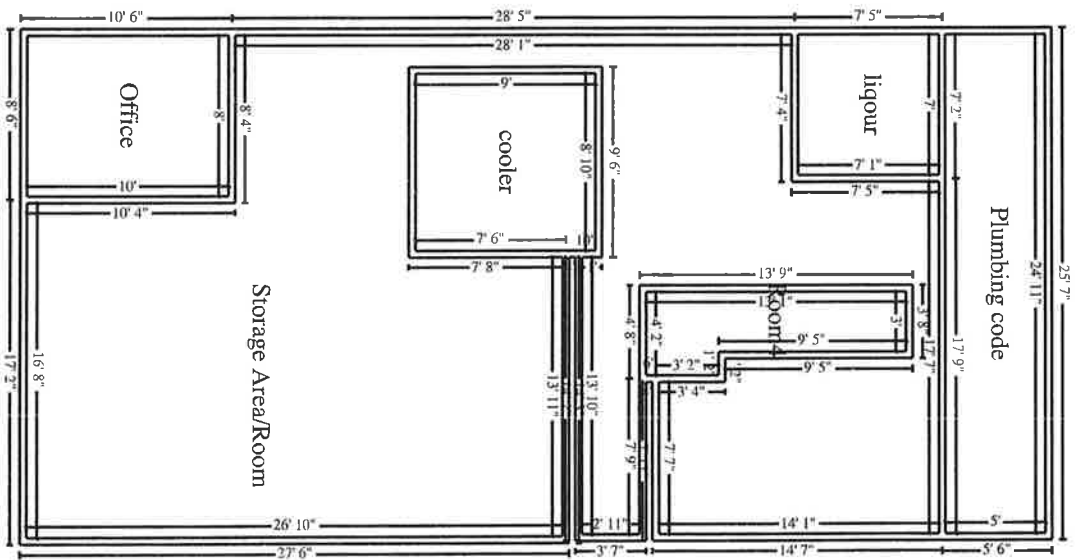
PAULDAVIS Paul Davis Restoration of DuPage

433 Spring Ave
Naperville, IL 60540
FEIN 27-0888729
630-778-7285(O) 630-778-7272(F)
DCIL@pauldavis.com

Grand Total Areas:

5,840.00 SF Walls	2,444.36 SF Ceiling	8,284.36 SF Walls and Ceiling
2,444.36 SF Floor	271.60 SY Flooring	730.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	730.00 LF Ceil. Perimeter
2,444.36 Floor Area	2,625.72 Total Area	5,840.00 Interior Wall Area
3,169.50 Exterior Wall Area	352.17 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	





FLAT TOP PLUMBING AND BACKFLOW

PROPOSAL

6468 Shabbona Rd
Shabbona, IL 60550

DATE 03/26/2021

TO **FOR** 504 Crescent Blvd. Glen Ellyn, IL Paul Davis Restoration of DuPage
433 Spring Ave
Naperville, IL 60540
Phone 630-778-7285

P.O. # 20-0034-R

Description	Amount
Fix back pitched drain with all pipe behind it repaired.	\$4,200.00
Install floor sinks where needed to remove hub drains.	\$2,600.00
Install new grease trap, change piping, break concrete, patch floor.	\$7,800.00
Upsize water distribution system to meet code	\$3,200.00
Install RPZ on main, and 1 each for chemical stations (total 3)	\$1,800.00
Install new ejector pit in basement	\$2,400.00

Total

\$22,000.00

Make all checks payable to FLAT TOP PLUMBING AND BACKFLOW

THANK YOU FOR YOUR BUSINESS!

Phone 630-778-7285

Zepole Supply Co.

PROPOSAL FOR

Paul Davis Restoration

Attn: Richard Kramer

506 E North Frontage
Bolingbrook IL 60440 630-783-
1239

DATE 05/03/2021

TO
Paul Davis Restoration of DuPage
433 Spring Ave
Naperville, IL 60540

FOR 504 Cresent Blvd
Glen Ellyn, IL, 60137
P.O. # 20-0034-R

Description

1-WALL MOUNT HOOD – CANOPY STYLE

- 12'-0" X 54" X 24"
 - Stainless steel construction
 - Grease collection tray and cup
 - Vaporproof lights
 - S/S baffle filters
 - Installation per print
-

1-UPBLAST EXHAUST FAN

- 2500 CFM, DU180
 - Includes service discount and roof grease curb
-

1-DIRECT FIRED MAKE-UP AIR FURNANCE

- 2100 CFM AT 0.45" E.S.P. CAPTIVE-AIRE MODEL A1
- Galvanized housing, external disconnect, etl listed, natural gas
- Outdoor unit with roof curb
- 210,000 btu output, electronic modulation, duct-stat
- Intake hood with filter and damper

Description

1-CONTROL PANEL

- Heat sensors for auto-on/off
 - Switches and indicators
 - Variable speed energy saving system
-

1-INSTALLATION

- Start-up and test
 - Set make-up air unit
 - Accept freight, deliver to jobsite
 - Run ductwork to hood plenum
 - Factory check-out
 - Demo existing hood
 - Hang hood
 - Set exhaust fan
 - Run welded exhaust ductwork
-

TOTAL**\$32,600.00**

Acceptance

Signature**Date**

Make all checks payable to Zepole Supply Co.

THANK YOU FOR YOUR BUSINESS!



PROPOSAL

Paulson Specialties

749 Philhower Rd Beloit, WI

53511

608-364-0550

FAX-364-0501

TO: RICH K – PAUL DAVIS

504 CRESCENT

5/3/21

1 – WALL MOUNT HOOD – CANOPY STYLE

-12'-0" X 54" X 24"

- STAINLESS STEEL CONSTRUCTION
- GREASE COLLECTION TRAY AND CUP
- VAPORPROOF LIGHTS
- S/S BAFFLE FILTERS
- INSULATED BACK**
- TRIM TO CEILING**
- FRONT MAKE-UP AIR PLENUM**
- END PANELS**

1 – UPBLAST EXHAUST FAN

- 2500 CFM , DU180

- UL-762 RATED, SERVICE DISCONNECT
- ROOF CURB, GREASE BOX, HINGED BASE

1 - DIRECT FIRED MAKE-UP AIR FURNACE

-2100 CFM AT 0.45" E.S.P., CAPTIVE-AIRE MODEL A1

- 210,000 BTU OUTPUT, ELECTRONIC MODULATION, DUCT-STAT
- GALVANIZED HOUSING, EXTERNAL DISCONNECT, ETL LISTED, NATURAL GAS
- INTAKE HOOD WITH FILTERS AND DAMPER
- OUTDOOR UNIT WITH ROOF CURB

1 – CONTROL PANEL

- SWITCHES AND INDICATORS
- HEAT SENSORS for AUTO-ON/OFF
- VARIABLE SPEED ENERGY SAVING SYSTEM**

CONTINUED

1 – INSTALLATION

- DEMO EXISTING HOOD
- ACCEPT FREIGHT, DELIVER TO JOBSITE
- HANG HOOD
- RUN WELDED EXHAUST DUCTWORK
- SET EXHAUST FAN
- SET MAKE-UP AIR UNIT
- RUN DUCTWORK TO HOOD PLENUM
- START-UP AND TEST
- FACTORY CHECK-OUT

\$28,240.00

Tax included.

New Totals with partial cooling options added to the make-up air (suggested):

\$33,200.00 for the above system with 5 TON PACKAGED COOLING OPTION

NOT INCLUDED: Field wiring, gas piping, structural reinforcements or analysis, carpentry/masonry, roof ladders/railings/platform, roofing, State/Local Plans-permits-fees, fire system, wall paneling.

Acceptance of Proposal:

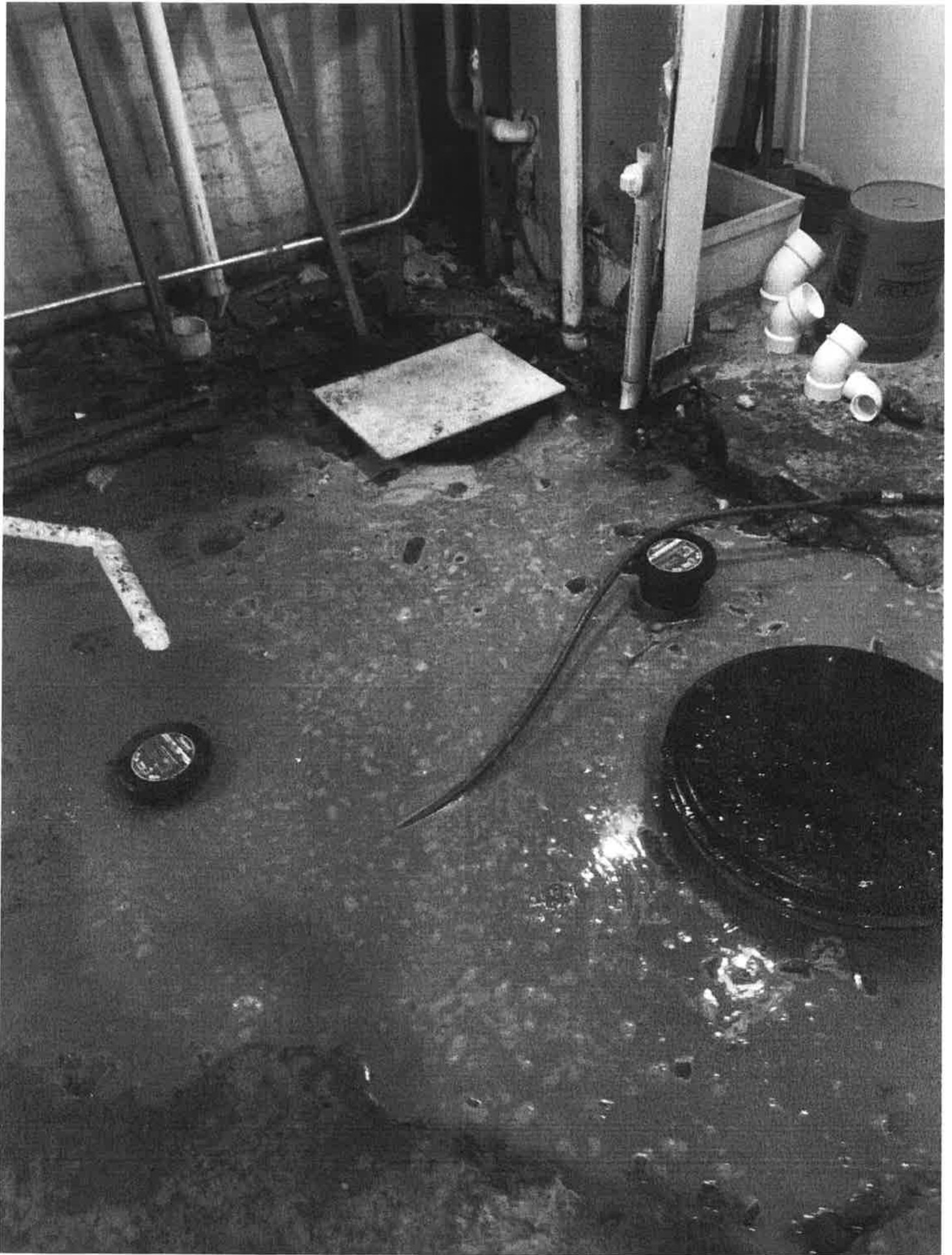
I HAVE THE AUTHORITY TO ORDER THE ABOVE WORK AND DO SO ORDER AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL & COMPLETE PAYMENT IS MADE, AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF. FINANCE CHARGE 1-1/2% PER MONTH (APR OF 18%) CHARGED ON PAST DUE ACCOUNTS.

Payment will be 70% down, 30% at completion.

Signature: _____ Date _____







VILLAGE OF GLEN ELLYN

Fire Prevention Award

REQUIRED SUBMITTALS WITH APPLICATION:

- Signed lease, committing to minimum of a 3-year lease term is required for all new and relocating businesses (if a lease has not yet been signed, disbursement of the approved funds will be contingent on the Village receiving a signed lease).
- Signed vendor estimate(s) with detailed costs for each proposed improvement.
- Consent from the building owner for proposed improvements, by signature on the attached form.
- Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification

BUSINESS OWNER INFORMATION:

Business Owner Name: Mario Jimenez

Home Address: 1315 Cindy Lane, Sandwich IL 60548

Business Name: Termos J LLC

Business Address: 1315 Cindy Lane, Sandwich IL 60548

Business Phone: 312-317-5377 Fax: _____

Home Phone: 312-317-5377 Email: Santefe mario @ Frontier.com

If tenant, what is the expiration date of your current lease? None

If buyer under contract or tenant, who is the property owner? None

Property Owner Name: Mario Jimenez

Property Owner Address: 1315 Cindy Lane, Sandwich IL 60548

Property Owner Phone: 312-317-5377 Property Owner Fax: _____

Property Owner E-mail: Santefe mario @ Frontier.com

DESCRIPTION OF PROPOSED IMPROVEMENTS

Building is nonconforming to code. Village
is requiring building to be fully
sprinkled with system

ITEMIZED ACTIVITY DESCRIPTION

COST

Installation of Sprinkler System

37,671.08

TOTAL PROJECT COST:

AMOUNT OF AWARD REQUESTED:

15,000

APPLICATION CERTIFICATION

I, the undersigned, certify that I have read the program description and requirements for the Village of Glen Ellyn Fire Prevention Award Program. I certify that all information provided herein is true and accurate to the best of my knowledge. I understand that the improvements described in this application must receive all required permit approvals from the Village of Glen Ellyn prior to the commencement of construction. I further understand all eligible improvements identified in support of the award are permanent fixtures and will remain with the building.

Furthermore, I, the undersigned, my successors and assigns, hereby agree to save and hold harmless the Village of Glen Ellyn and any of its employees, officers and directors from all cost, injury and damage to any person or property whatsoever, any of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any project improvement included in my award application. The above cost, injury, damage or other injury or damage incurred by or to any of the above shall include, in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. I understand that if my business closes or moves out of the Village of Glen Ellyn within 3 years I will be required to repay the Village in an amount as described on page 3 of the award packet.

Termos J LLC
Applicant Name (PRINT)

X Mario Jimenez
Applicant Signature

Date: 5/6/21

CONSENT FROM PROPERTY OWNER (Required if different from Applicant)

Mario Jimenez
Property Owner Name (PRINT)

X Mario Jimenez
Property Owner Signature

Date: 5/6/21

*****Office Use Only*****

Application is: _____ Approved _____ Denied

Village President

Date

Economic Development Coordinator

Date



ONE COMPANY DOES IT ALL

Fire Alarm • 24-Hour Monitoring • Fire and Safety Products • Security • Engineered Fire Suppression • Sprinkler Service

2730 Pinnacle Drive □ Elgin, IL 60124-7943 □ 847-695-5990 □ Fax 847-695-3699 □ www.foxvalleyfire.com

February 2, 2021

Paul Davis Restoration

Attn: Rich Kramer

433 Spring Ave

Naperville, IL 60540

Via E-Mail: Rich.Kramer@Pauldavis.com

Phone: 630-917-2700

Project: Sprinkler Install – RUE

504 Crescent Blvd, Glen Ellyn

Dear Rich,

Thank you for the opportunity to submit our proposal for the above mentioned project. Fox Valley Fire and Safety is pleased to provide the following proposal based on plans dated 5/22/20 and will include the following equipment and services.

Sprinkler System and Scope-

Provide labor and material to fully sprinkler existing one story wood structure building with basement. Facility will be a new restaurant. We will design the systems for an Ordinary Hazard Group I Occupancy with a density of .15/1500 sq. ft. We will install a wet pipe system for the basement and a dry pipe system for the 1st floor. We will need a minimum of a 4" incoming water service (by others). We will provide and install an approved backflow device, control valves, dry pipe valve, air compressor, alarm devices (wiring by others), steel pipe, fittings, and approximately (38) various sprinkler heads. We will provide engineered drawings for approval.

Total.....\$ 37,671.08

**Permit fees are excluded as pricing is unknown until the project is approved. **
Includes applicable taxes*

Clarifications / Qualifications:

1. This proposal is based on completing all work from a clear floor with readily available access to all areas of work. If work is delayed due to lack of access to areas of work, additional costs may apply.
2. No considerations have been made in this proposal for patching, painting, or re-surfacing of existing wall and ceiling surfaces. Any patching, painting, or re-surfacing services will be the responsibility of others.

3. Fox Valley Fire & Safety will provide fire stopping services for all new through penetrations made in fire rated walls &/or ceilings. No considerations have been made for fire stopping existing through penetrations.
4. No considerations have been made in this proposal for providing overtime / premium labor. If overtime / premium labor hours are required by others, please contact our office for additional price information.
5. Unless agreed to in writing, no products or services not listed above have been included in this proposal. No considerations have been made in this proposal for modifications or additions to fire extinguisher quantities or locations, single-station (non-fire alarm system) smoke detectors or carbon monoxide detectors, or any other systems or services.
6. If any changes to the scope of work are required by the Authority Having Jurisdiction, additional costs may result
7. This proposal is based on accurate CAD files being provided to Fox Valley Fire & Safety at no charge.
8. No considerations have been included in this proposal for the ongoing maintenance and monitoring of the fire alarm system.

After you have had the opportunity to review this information, if it meets with your approval, please sign, date, and fax or email this document to my attention at your earliest opportunity.

I look forward to partnering with you on this project and appreciate your careful consideration. If you have any questions, or if I may be of further assistance, please feel free to contact me at 847-695-5990, ext. 324.

Sincerely,



Jon Ofenloch
Fire Protection Specialist

Credit Terms:

1. All orders are subject to credit approval and may require a deposit; prior arrangements notwithstanding.
2. Payment Terms can be established by contacting our Accounts Receivable Department at 224-293-5308 or 224-293-5304.

Approval:

My signature below indicates that I am an authorized agent of the company receiving this proposal and that I have full power and authority to bind our company to the terms of this proposal.

Authorized Signature

Printed Name

Title

Date

	BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF AWARD	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
FY 2021 - \$155,000 Total Funds Available									
*	Bubble Tea	Trans Holding Corp	507 Pennsylvania	Interior	1/18/2021	3/8/2021	\$ 17,500.00	\$ 17,500.00	
*	433-435 Penn Ave	433-435 Penn Ave	433-435 Pennsylvania	Façade	1/18/2021	1/25/2021	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00
*	433-435 Penn Ave	433-435 Penn Ave	433-435 Pennsylvania	Fire	1/18/2021	1/25/2021	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
*	The Beer Cellar	David Hawley	488 Crescent Blvd	Interior	1/21/2021	1/25/2021	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00
*	A Toda Madre	Patrick Neary	499 N Main St	Façade	4/15/2021	4/26/2021	\$ 30,000.00	\$ 30,000.00	
*	A Toda Madre	Patrick Neary	499 N Main St	Interior	4/28/2021	5/10/2021	\$ 22,500.00	\$ 22,500.00	
*	504 Crescent Blvd	Temos J LLC	504 Crescnet Blvd	Fire	5/13/2021		\$ 15,000.00		
*	504 Crescent Blvd	Temos J LLC	504 Crescnet Blvd	Interior	5/13/2021		\$ 30,000.00		

Per Above	\$ 144,250.00	\$ 99,250.00	\$ 29,250.00
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Total Available	\$ 155,000.00
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Funds Available	\$ 10,750.00
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*\$125,000 for downtown projects funded by TIF

** \$15,000 for Roosevelt Road and Historic Stacey's Corners façade awards

+ \$15,000 for Roosevelt Road Fire Prevention Awards to RR TIF Properties

	BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF AWARD	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
FY 2020 - \$155,000 Total Funds Available									
*	Marinella's	Entela Ilo	548 Duane Street	Façade	9/3/2019	2/24/2020	\$ 15,000.00	\$ 15,000.00	
**	Wendy's	Wenzak, Inc.	305 Roosevelt Road	Façade	5/14/2020	5/26/2020	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Ko-Ze, LLC	Ko-Ze, LLC	484 N. Main Street	Interior	8/18/2020	8/24/2020	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Ko-Ze, LLC	Ko-Ze, LLC	484 N. Main Street	Façade	8/18/2020	9/14/2020	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Ko-Ze, LLC	Ko-Ze, LLC	484 N. Main Street	Fire	8/18/2020	9/14/2020	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Bubble Tea	Trans Holding Corp	507 Pennsylvania	Interior	9/23/2020	10/12/2020	\$ 17,500.00	\$ 17,500.00	
*	Bubble Tea	Trans Holding Corp	507 Pennsylvania	Fire	9/23/2020	10/12/2020	\$ 7,500.00	\$ 7,500.00	
**	Glen Ellyn BP/Trio	Graham Enterprises	339 Roosevelt Road	Façade	10/19/2020	10/26/2020	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
*	Ko-Ze, LLC	Ko-Ze, LLC	484 N. Main Street	Interior	10/21/2020	10/26/2020	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
*	Ko-Ze, LLC	Ko-Ze, LLC	484 N. Main Street	Façade	10/21/2020	10/26/2020	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
**	Los Burritos Tapatios	Los Burritos Tapatios	484 Roosevelt Road	Façade	12/9/2020	12/14/2020	\$ 30,000.00	\$ 30,000.00	
*	Shannon's Irish Pub	Shannon's Irish Pub	428 N. Main Street	Interior	12/8/2020	12/14/2020	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
*	Shannon's Irish Pub	Shannon's Irish Pub	428 N. Main Street	Façade	12/8/2020	12/14/2020	\$ 1,000.00	\$ 1,000.00	

Per Above	203,500.00	\$ 203,500.00	\$ 132,500.00
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Total Available	155,000.00
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Funds Available	(48,500.00)
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*\$125,000 for downtown projects funded by TIF
 ** \$15,000 for Roosevelt Road and Historic Stacey's Corners façade awards
 + \$15,000 for Roosevelt Road Fire Prevention Awards to RR TIF Properties

BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF AWARD	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
FY 2019 - \$185,000 Total Funds Available								
* Common Good	Charles Melazzo	560 Crescent Blvd	Façade	7/26/2018	8/27/2018	\$ 8,750.00	\$ 7,500.00	\$ 7,500.00
* Common Good	Charles Melazzo	560 Crescent Blvd	Interior	7/26/2018	8/27/2018	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
* The Sweet Shoppe	Sue Johanson	550 Crescent Blvd	Façade	8/28/2018	9/10/2018	\$ 13,750.00	\$ 13,750.00	\$ 13,750.00
* Shawn Sargent Designs	Shawn Sargent	501 Pennsylvania Ave	Interior	11/8/2018	11/13/2018	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
* Vanilla Sugar Bakery	Norma Samaan	540 Duane St	Interior	11/29/2018	12/10/2018	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
* A Toda Madre	Patrick Neary	499 Main St	Interior	11/29/2018	12/10/2018	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
* Enclave	Bobby Kellman	535 Pennsylvania	Interior	12/9/2019	12/9/2019	12,500.00	12,500.00	\$ 12,500.00
* Enclave	Bobby Kellman	535 Pennsylvania	Sprinkler	12/9/2019	12/9/2019	1,000.00	1,000.00	\$ 1,000.00

Per Above	78,500.00	\$ 77,250.00	\$ 77,250.00
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Total Available	185,000.00
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Funds Remainii	106,500.00
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*\$125,000 for downtown projects funded by TIF

** \$30,000 for Roosevelt Road and Historic Stacey's Corners façade awards

+ \$30,000 for Roosevelt Road Fire Prevention Awards to RR TIF Properties



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 5/24/2021 7:00 PM
Department: Administration
Department Head:
Category: Resolution
Prepared By:

AGENDA ITEM (ID # 2021-1148)

DOC ID: 2021-1148

Resolution No. 21-08, A Resolution Supporting Restoration of the Local Government Distributive Fund (LGDF) Revenue(Village Manager Franz)

Statement of the Issue:

A proposal by the Governor would reduce the amount of funding the Village receives from the Local Government Distributive (LGDF) Fund.

Analysis:

The LGDF is generated from local income taxes paid by local residents and businesses. Generated revenue is then redistributed to municipalities. Since 2011, the share of LGDF dollars to municipalities has reduced from 10 to 6.6 percent.

Budget Impact:

The LGDF accounts for 13 percent of the Village's General Fund budget. Under the Governor's current proposal, the Village would lose \$255,000 annually. Should the current proposal be enacted, the Village would become more reliant on property taxes to maintain essential services such and police and fire protection.

Action Requested:

Approve the attached Resolution supporting the restoration of the LGDF.

Attachments:

1. LGDF Board Memo
2. Resolution Supporting Restoration of LGDF Revenue - FINAL (3)



MEMORANDUM

TO: Village President Senak and Board of Trustees

FROM: Mark Franz, Village Manager & Elijah Bebora, Administrative Intern

DATE: May 24, 2021

RE: Resolution Supporting the Restoration of the Local Government Distributive Fund

Statement of the Issue

A proposal by the Governor would reduce the amount of funding the Village receives from the Local Government Distributive Fund (LGDF).

Background

The LGDF is generated from local income taxes paid by local residents and businesses. Generated revenue is then redistributed by the State to municipalities. Since 2011, the share of LGDF dollars to municipalities has reduced from 10 to 6.06 percent.

Budget Impact

The LGDF accounts for 13% of the Village's General Fund budget. Under the Governor's current proposal, the Village would lose \$255,000 annually. Should the current proposal be enacted, the Village would become more reliant on property taxes to maintain essential services such as police and fire protection.

Action Requested

Approve the attached resolution supporting the restoration of the LGDF.



Village of Glen Ellyn

Resolution No. 21-08

A Resolution Supporting Restoration of the Local Government Distributive Fund (LGDF) Revenue

WHEREAS, municipalities across the State of Illinois provide essential services to their residents that include public safety support, transportation and storm/wastewater infrastructure and community health services along with many others; and

WHEREAS, the State of Illinois has maintained a long-held agreement with municipalities to support and invest in these local services through the Local Government Distributive Fund (LGDF), which includes the collection and distribution of tax revenues on behalf of municipalities; and

WHEREAS, since the state income tax was adopted in 1969, state government has shared a percentage of total income tax collections through the LGDF with municipalities on a per capita basis in lieu of a local income tax; and

WHEREAS, these shared revenues have been significantly reduced by the State since 2011 from 10% to now 6.06%; and

WHEREAS, municipalities depend on LGDF dollars, which can account between 10 and 20% of a municipality's operating budget, to lessen the burden on taxpayers and reduce the reliance on property taxes; and

WHEREAS, Governor JB Pritzker has proposed that the Fiscal Year 2022 state budget include a further 10% reduction in the amount of LGDF revenue distributed to local governments; and

WHEREAS, this revenue reduction has been proposed at a time when municipalities are continuing to spend additional funds on the COVID-19 emergency response; and

WHEREAS, in addition to LGDF cuts over the years, the State has also reduced municipalities' share of the personal property replacement tax and increased sales tax collection fees while cities

and villages have had to fund skyrocketing pension costs, which account for substantial budget increases each year; and

WHEREAS, those municipalities with fewer revenue sources, such as retail businesses with higher equalized assessed values on property, suffer the most and will be forced to explore increasing property taxes or cutting services amid further LDGF reductions.

NOW, THEREFORE BE IT RESOLVED, that the Village of Glen Ellyn urges the General Assembly and the Governor to restore LGDF payments to the promised 10% rate so municipalities across Illinois may provide basic levels of service and lessen the reliance on property taxes.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois this

Ayes:

Nays:

Absent:

Approved by the Village President of the Village of Glen Ellyn, Illinois this _____ day of

_____.

Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

(Published in pamphlet form and posted on the _____ day of _____, 20____.)



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 5/24/2021 7:00 PM
Department: Public Works
Department Head:
Category: Contract
Prepared By:

AGENDA ITEM (ID # 2021-
1126)

DOC ID: 2021-1126

Pursuant to Section 1-10-7 of the Village Code, Authorize the Village Manager to Execute the Award of a Contract in Partnership with DuPage County Procurement Services, to Compass Minerals America Inc. of Overland Park, KS for the Purchase of 200 Tons of Early Buy Bulk Rock Salt for \$17,100; for 1,200 to 1,950 Tons of Regular Delivery Bulk Rock Salt, as Needed, in an Amount Not to Exceed \$159,000; and 300 Tons of Emergency Bulk Rock Salt, if Needed, in an Amount Not-to-Exceed \$28,000, all to be Expensed to the Motor Fuel Tax Fund (Interim Public Works Director Buckley)

Statement of the Issue:

Safe driving conditions during winter weather is an essential function of Public Works. Salt is an essential tool in snow and ice removal.

Analysis:

In 2014, Glen Ellyn utilized DuPage County's "Bulk Rock Salt" bid to diversify salt procurement sources and to investigate possible cost benefits. The county made their bid available to all DuPage County municipalities and townships with an alternate quote for the total municipality/township salt request. DuPage County is a proponent of shared services. In 2014, Glen Ellyn received 50% of the total salt needed for the winter season from the DuPage County bid and 50% from the State of IL bid. Glen Ellyn did not participate in the joint purchase program offered by the State of IL in 2015-2021 as the County bid was an all-in requirement. Public Works used the DuPage County Bid as the sole source for salt delivery for the last 6 years with little to no adverse consequences. This was due to favorable pricing as well as additional delivery quantities and specifications that benefited those municipalities who participated in the bid.

The continued favorable delivery quantities and specifications of the County bid vs. the State bid are as follows: better options on bid amounts (80%-130% with the possibility to extend up to 150% vs 80%-120% with no extension), better delivery options than the state (3 working days from date of order vs. 7 days), better options for purchasing less than 80% (pay for 80% but vendor stores unused portions to be delivered the following year at no additional cost to the municipality vs. required to pay and take delivery of 80% of salt order), and better options for early delivery of salt (declared amount by 9/30 vs. no option). Glen Ellyn has utilized the 130%-150% option to substitute going out to bid for Emergency Salt, as was the case from 2007-2013. (No vendors bid on emergency salt for the 2014-15 season due to the salt shortage in the winter of 2013-14.)

For 2020-21, DuPage County exercised the renewal option of the past contract. Reasons for this were to lock in the pricing for bulk road salt after a harsh winter season in January/February of 2021 that experienced salt delivery delays. The expectation is that salt costs will increase due to the recent winter experienced by the US and high salt usage.

Due to the positive results of using the County bid process the last 6 years, Public Works placed an order for 1,500 tons of salt to be delivered between December 1, 2020 and May 31, 2021. Public Works also opted in for the early delivery (before December 1, 2021) of 200 tons of salt. The use of this particular contract option is advantageous to Glen Ellyn as last season Public Works used 800 tons from the 1,100 tons of salt stored at the Churchill facility, due to 6 consecutive weeks of a harsh winter and the delay of salt deliveries. Public Works transferred 600 tons of salt purchased at the 2020-21 regular rate at the end of the recent winter season to the Churchill facility; this amount coupled with the 300 tons that remained at Churchill and the 200 early delivery salt in the Fall 2021 brings the total salt stored at Churchill back to 1,100 tons (the optimum amount that balances the possible need for emergency salt in a harsh winter with the need to store additional salt if Glen Ellyn experiences a light winter). The transfer of salt from the Reno Center to Churchill is due to the fact that the Reno Center has an 800 ton capacity in four storage bays, and three of the bays are needed for spring, summer and fall operations.

Public Works has requisitioned a total of 1,700 tons of salt through DuPage County Procurement Services. Per the contract, we are obligated to purchase 200 tons (\$85.11/ton) before December 1, 2021 and between 80% (1,200 tons) and 130% (1,950 tons) of the 1,500 ton (\$81.13/ton) order, dependent on winter weather.

Public Works has traditionally utilized the bid for emergency salt made by the low bid vendor of the regular delivery salt. Compass Minerals provided a quote to municipalities for the additional 130%-150% quantities for \$91.13/ton. This 130%-150% (equal to 300 tons of salt) eliminates the need for Glen Ellyn to secure an emergency salt contract. In the past, the need for emergency salt was associated with the Glen Ellyn's lack of salt storage; Glen Ellyn could store only 800 tons of salt at any one time during the winter season and preferred to store only 200-400 tons during the remainder of the year without adversely affecting non-winter operations. The purpose of the emergency salt contract now is to purchase salt in the spring after the winter season if it is

projected that salt prices are going to increase, but not utilize the emergency contract if salt prices are projected to decrease; Public Works would then submit a bid for a larger quantity of salt (early, regular and emergency delivery) on the next season's Rock Salt Bid. This is the advantage of the Churchill Salt Storage Facility (estimated storage of 1500 tons). Public Works has filled the Storage Facility to approximately 75% capacity to allow storage of purchased salt not used during the season (season ends early or abruptly) and/or the purchase of additional salt to maximize cost savings. Public Works did not utilize the emergency salt contract from 2020-21 as the renewal of the contract ensured that the pricing of early and regular salt for 2021-22 would be less than the 2020-21 emergency salt.

PW Facility	Storage Capacity	Current Salt	After Purchase and use of Average Salt Use (2000 tons)	Salt Prices Increasing – Order 250 tons	Salt Prices Decreasing – No spring salt order and wait for new contract to order additional salt
Reno Center	800 tons (winter) 400 tons or less (summer)	200 tons	200 tons	200 tons	200 tons
Churchill Woods	1500 tons	900 tons	1,100 tons (includes 200 tons early salt)	1350 tons	1,100 tons

Glen Ellyn will have approximately 1,100 tons of salt currently in storage, and can purchase 2,250 tons of salt on the proposed 2021-22 contract for a maximum combined total of 3,350 tons of salt for snow and ice removal for the winter of 2021-22. Average salt use in a winter season is 2,000 tons; last year Public Works used approximately 1,825 tons of salt for snow and ice removal. The highest total of salt used in one season over the last 10 years was 3,300 tons; during that season, Public Works exhausted the salt contracts and had to procure additional salt by borrowing from other communities or purchasing at exorbitant prices from other vendors.

If Public Works were to order 2,450 tons of salt (early, regular and emergency) due to a severe 2021-22 winter, the total salt cost with Compass Minerals would be \$204,100 (See attached Bid Tabulation).

Budget Impact:

Based on the bid quantities, Public Works expects salt expenses to be between \$114,375 (200 tons early

salt + 1,200 tons regular) and \$175,225 (200 tons early salt + 1,950 tons regular salt). These funds will be charged to the Motor Fuel Tax Fund. The FY21 budget has \$213,850 budgeted for salt purchasing of which \$145,553 has been spent to date. Salt purchases in January thru March 2021 were charged to a purchase order carried over from FY20. This leaves \$68,300 budgeted dollars for October - December 2021 salt purchases. The 7 year average of salt purchased in October - December is 840 tons; the proposed contract pricing would result in a projected cost of approximately \$68,150. Unused dollars of this requested contract approval will carry over into FY22 for salt purchases in January-March 2022 from Compass Minerals.

The emergency salt (130%-150%) is \$91.13/ton; if Glen Ellyn were to use all 300 tons, this would be an additional \$27,350 incurred by the budget. This emergency salt would more than likely be utilized in 2022.

The FY22 Salt budget amount in the MFT Fund will be adjusted accordingly to account for both the current salt pricing and the expected pricing for the 2022-23 winter season. This will only be a projection as the budget is completed before the start of the upcoming 2021-22 snow season.

Action Requested:

Approve and authorize the Village Manager to execute the award of a contract in partnership with DuPage County Procurement Services, which is an authorized exception in the purchasing policy of the Municipal Code, to Compass Minerals America Inc. of Overland Park, KS for the purchase of 200 tons of early buy bulk rock salt for \$17,100, for 1,200 to 1,950 tons of regular delivery bulk rock salt, as needed, in an amount not to exceed \$159,000, and 300 tons of emergency bulk rock salt, if needed, in an amount not to exceed \$28,000, all to be expensed to the Motor Fuel Tax Fund.

Attachments:

1. Bid Tabulation 20-035-DOT Bulk Rock Salt to DOT for review v2
2. COMPASS MINERALS DuPage Co IL BULK ROCK SALT 20-035-DOT BID
3. SALT CONTRACT AGREEMENT Compass Minerals 2021-22
4. 21-22 Salt Quantities - Local Agencies - Final



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT

BULK ROCK SALT 20-035-DOT
BID TABULATION

No.	Item	Unit	Qty	COMPASS MINERALS AMERICA INC.		DETROIT SALT COMPANY		MORTON SALT, INC.		CARGILL INC	
				Price	Extended Price	Price	Extended Price	Price	Extended Price	Price	Extended Price
1	Group 1 - DuPage County Standard Delivery	Ton	15,000	\$ 81.13	\$ 1,216,950.00	\$ 82.63	\$ 1,239,450.00	\$ 88.87	\$ 1,333,050.00	\$ 93.41	\$ 1,401,150.00
2	Purchase for 130% -150% of Projected Usage	Ton	1	\$ 91.13		\$ 98.35		No Bid		\$ 113.41	
	GRAND TOTAL GROUP 1				\$ 1,216,950.00		\$ 1,239,450.00		\$ 1,333,050.00		\$ 1,401,150.00
3	Group 2A - Townships/Municipalities Early Delivery	Ton	4,000	\$ 85.11	\$ 340,440.00	\$ 82.63	\$ 330,520.00	\$ 84.23	\$ 336,920.00	\$ 93.41	\$ 373,640.00
4	Group 2B - Townships/Municipalities Standard Delivery	Ton	55,020	\$ 81.13	\$ 4,463,772.60	\$ 82.63	\$ 4,546,302.60	\$ 88.87	\$ 4,889,627.40	\$ 93.41	\$ 5,139,418.20
5	Purchase for 130% -150% of Projected Usage	Ton	1	\$ 91.13		\$ 98.35		No Bid		\$ 113.41	
	GRAND TOTAL GROUP 2			\$	4,804,212.60	\$	4,876,822.60	\$	5,226,547.40	\$	5,513,058.20

NOTES

1) For both Group 1 – DuPage County and Group 2 – Townships/Municipalities, the minimum contract commitment is eighty percent (80%) of the standard delivery quantity.

Invitations Sent	5
Potential Bidders Requesting Bid Documents	15
Total Bid Responses Received	4
Bid Opening Attended	DW, JM

BID BOND

**Conforms with The American Institute of
Architects, A.I.A. Document No. A-310**

KNOW ALL BY THESE PRESENTS, That we, Compass Minerals America Inc.
9900 W. 109th Street, Ste. 100 Overland Park, KS 66210
as Principal, hereinafter called the Principal,
and the RLI Insurance Company,
of 9025 N. Lindbergh Dr. Peoria, IL 61615, a corporation duly organized under
the laws of the State of Illinois, as Surety, hereinafter called the Surety, are held and firmly bound unto
DuPage County Treasurer as Obligee, hereinafter called the Obligee,
in the sum of Five Percent of Amount Bid
Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Bulk Rock Salt 20-035-DOT

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

Signed and sealed this 31st day of March, 2020.

Compass Minerals America Inc. (Seal)
Principal
Witness { [Signature] Title

Linda L. Nipper Witness
RLI Insurance Company
By Tina Davis Attorney-in-Fact

State of Utah } ss:
County of Salt Lake }

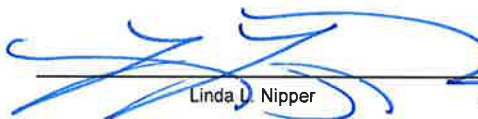
On March 31, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

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

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

My Commission Expires June 9, 2022



Linda L. Nipper Notary Public



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Tina Davis, Linda Nipper, Lindsey Plattner, Lisa Hall, jointly or severally

in the City of Salt Lake City, State of Utah its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 13th day of May, 2019.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

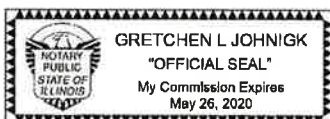
On this 13th day of May, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 31st day of March, 2020.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



Sean Lierz

Senior Manager-Highway Sales

D 913.344.9330
M 800.323.1641 x2
F 913.338.7945

lierzs@compassminerals.com



9900 West 109th Street
Suite 100
Overland Park, KS 66210
www.compassminerals.com



The County of DuPage
Finance – Procurement 3-400
421 North County Farm Road
Wheaton, Illinois 60187-3978

BULK ROCK SALT 20-035-DOT
ADDENDUM 1

1. Page 12, #4 – Please clarify the bid bond and Performance bond. Is this only for Group 1? IF a vendor decides to bid Group 2A or 2B, or both 2A and 2B, will a bid bond and performance bond be required?
ANSWER: Bid bond and performance bond are required for Group 1
2. Page 14, Bid Award Criteria – The bid states that Group 2 will be awarded by each individual agency/twp/muni. Does this mean that each location will reach out to vendors to award separately?
ANSWER: There are no insurance requirements for this bid. Yes, for Group 2, each public sector entity will contact the vendor directly to make the award.
3. What's the time line for the awarded vendor to receive notification they've been awarded the bid?
ANSWER: For Group 1, DuPage County will make an award within thirty days. We will publish the bid tabulation at least a few days earlier.
4. Just to clarify you all wanting to purchase regular untreated bulk rock salt?
ANSWER: The solicitation is for regular untreated bulk rock salt per the specification.
5. Are bidders required to offer pricing above 130% for Group 1?
ANSWER: Yes, bidders are requested to provide pricing for quantities above 130%.



The County of DuPage
Finance – Procurement, 3-400
421 North County Farm Road
Wheaton, Illinois 60187

**DUPAGE COUNTY
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received and time stamped by the Procurement Officer, for The County of DuPage ("County") on or before March 31, 2020, at 3:30 p.m. at the Finance Department, Room 3-400, The County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187-3978 for the following contract: BULK ROCK SALT 20-035-DOT. Bid document, including specifications, may be obtained from the Finance Department by email at donna.weidman@dupageco.org or onsite during regular business hours at no cost or from the internet via www.demandstar.com. All bids must be received prior to the date and time shown above. Bids transmitted by email or facsimile (fax) will not be accepted.

	Bid Event Activity
March 13, 2020	Legal Notice Advertisement Placed
March 19, 2020 4:00 p.m. CST	Questions due to Buyer via email: donna.weidman@dupageco.org
March 25, 2020 4:00 p.m. CST	Final Q&A Addendum Published
March 31, 2020 3:30 p.m. CST	Submittals Due to Finance Office

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SECTION 1 - PROJECT INFORMATION

√	SUBMITTAL CHECKLIST
X	Original signed bid with one (1) business card attached
X	All addenda acknowledged on bid form
X	Bid Security
X	All mandatory forms – Bid Form, Bid Form Pricing, Signature Page, W9, Ethics, Joint Purchasing Agreement
X	References

AWARDED CONTRACTOR REQUIREMENTS	
Bid Security/Bid Bond for Group 1	5% Submitted with Bid Documents
Performance and Payment Bond	Due within 10 days of notice of award
Certificate of insurance	Due within 15 days of notice of award
Illinois Secretary of State Corporate/LLC Certificate Of Good Standing For Current Year	Due with bid submittal http://www.cyberdriveillinois.com/departments/business_services/howdoi.html

SECTION 2 - INSTRUCTIONS TO BIDDERS

1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6190 for these documents.

Companies interested in doing business with the County can register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

3) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this Bid, until a Successful Bidder is selected, all requests for clarification or additional information regarding this BID, or contacts with the County personnel concerning this BID or the evaluation process must be solely to the contact person listed on the cover page of this BID.

A violation of this provision is cause for the County to reject the Bidder's Bid. If it is later discovered that a violation has occurred, the County may reject any Bid or terminate any contract awarded pursuant to this BID. No contact regarding this document with other County employees is permitted.

4) **BID INFORMATION AND QUESTIONS:** Each Bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Bids, Bidders are advised to rely only upon the contents of this Bid and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this Bid, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Services Contact only before the Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

5) **BID SUBMISSION:** To be considered, the Bid must be prepared in the manner and detail specified in this Bid. Bids must be submitted before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the submittal is received and time-stamped prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays to: DuPage County Procurement Services Division 421 North County Farm Road, Room 3-400 Wheaton, IL 60187.

Bids received after the above deadline may not be accepted and may be returned to the Bidder unopened. The Procurement Services Division's timestamp shall be the official time.

The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bidder.

Bidders must sign, in ink, the Bid form where indicated. Unsigned Bids will not be considered. An authorized official must sign the Bid. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.

- a) Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the BID and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all of the stipulations and requirements contained therein.
- b) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.
- c) Bids sent by email, facsimile, or other electronic means will not be considered.
- d) All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.
- e) Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).

6) **CONTRACT AWARD:** The County reserves the right to withdraw the Bid, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the Bid. All Bids must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Bid does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive.

The successful Bidder will be asked to sign a contract agreement (sample attached).

7) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the deadline date set for the opening of Bid. No Bid may be withdrawn after the deadline for submission.

8) **ALTERNATE/EQUAL BIDS:** The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

9) **DEVIATIONS:** The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements, but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of any item id, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

10) **REJECTION:** The County reserves the right to reject any or all Bids, or to accept or reject any Bid in part, and to waive any minor informality or irregularity in Bids received, if it is determined by the Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Bid from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback

provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

11) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Officer has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.

12) **PROPRIETARY INFORMATION:** Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

13) **NON-DISCRIMINATION:** DuPage County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.

14) **CONTRACT NEGOTIATION:** All Bids must be firm for at least 120 calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies have been fulfilled.

15) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:

1. Evidence of collusion among Bidders.
2. Lack of competency as revealed by either financial, experience, or equipment statements.
3. Lack of responsibility as shown by past work.
4. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

16) **BIDDER RESPONSIBILITIES:** The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work Section and to maintain those capabilities until notification of the fact that their Bid was unsuccessful.

The selected Bidder must remain capable of providing all services proposed as described under Specifications and/or Scope of Work Section and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all Services in this Bid as they are provided or performed by the Successful Bidder.

Further, the County will consider the Successful Bidder(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

17) **DISCLOSURE OF CONTENTS:** All information provided in the Bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Bid becomes the property of the County and may be returned only at the County's option.

Bidders must make no other distribution of their Bids other than authorized by this BID. A Bidder who shares cost information contained in its Bid with other County personnel or competing Bidder personnel shall be subject to disqualification.

Bidders shall not be provided any information about other Bids or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

18) **COMPLIANCE WITH ILLINOIS STATE LAW:** By submitting a response, Bidder [Proposer] certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

[Http://www.cyberdriveillinois.com/departments/business_services/howdoi.html](http://www.cyberdriveillinois.com/departments/business_services/howdoi.html).

SECTION 3 - GENERAL CONDITIONS

1) **ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):** If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. Addendum information is available over the internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

2) **APPLICABLE CODES AND ORDINANCES:** Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

3) **ASSUMPTION OF RISK:** Until the completion and final acceptance by the County of all work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible, therefore. Contract shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

4) **CHANGES:** The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes more than \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

5) **COMMENCEMENT OF WORK:** The successful Contractor must not commence any billable work prior to the County issuing a Notice to Proceed. Work done prior to these circumstances shall be at the Contractor's risk.

6) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted. A violation of this provision may be grounds for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

7) **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

8) **CONTRACTOR PERFORMANCE:** The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications.

The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

9) **DISCIPLINE:** Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

10) **DRUG FREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

11) **ENDORSEMENTS:** Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

12) **F.O.B.:** All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

13) **FORCE MAJEURE:** The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

14) **HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.

15) **HOLDING OF BIDS:** Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.

16) **INDEMNITY:** The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. because of indemnification or insurance.

17) **LAW GOVERNING:** The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

18) **VENUE:** By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

19) **LIABILITY OF CONTRACTOR:** The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to Owner for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

20) **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

21) **LOBBYIST REGISTRATION:** Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

22) **MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

23) **MISCELLANEOUS REQUIREMENTS:** The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

24) **NON-DISCRIMINATING:** The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

25) **PATENTS:** Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein. Should Contractor or his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

26) **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

27) **PROTEST:** Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail or have served, a letter of protest to the Chief Procurement Officer. The Chief Procurement Officer must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.

28) **RESERVATION OF RIGHTS:** The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

29) **TAX:** The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

30) **TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve the same in writing.

31) **WARRANTY:** Complete warranty information detailing period and coverage must be submitted.

SECTION 4 - SPECIAL CONDITIONS

1) ACCURACY DISCLAIMER:

The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

2) ADDITIONAL MISCELLANEOUS REQUIREMENTS: The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

3) BID SECURITY/PERFORMANCE BOND – GROUP 1 ONLY

Each bid shall be accompanied by a Bid Security in the form of (a) Bid Bond or (b) a certified or cashier's check or money order payable to the order of the DuPage County Treasurer. The Bid Security shall be in an amount of not less than five percent (5%) of the total bid, as a guarantee that the Bidder will, within 10 days after the date of the conditional award of a contract, provide a Performance Bond as required by the Bid Documents. Any bid submitted without the required Bid Security, will not be read after it is opened.

Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a surety company, approved by the County, having the minimum equivalent of a Best and Company A-V Rating.

If an intended Awardee fails to furnish any bond or insurance or document required by the Bid Documents, the Bid Security submitted with its bid shall be forfeited as liquidated damages.

The Contractor shall within 10 days of the Notice of Award furnish a Performance Bond in an amount equal to twenty percent (20%) of total bid amount, conditioned upon the faithful performance of all covenants and stipulations included in these bid documents and holding good until the completion of the contract to protect the County of DuPage against inadequate performance per all requirements of the Bid Documents. The Performance Bond shall remain in effect for one year from the issuance of a Purchase Order or until completion of the Contract period, whichever is longer.

The Contractor shall provide an extension of or an additional Performance Bond, upon each mutually agreed upon contract renewal.

4) CONTRACT TERM AND RENEWAL:

This contract shall be effective for a one (1) year term period with a start date of 6/01/2020 and a completion date of 5/31/2021.

The contract shall be subject to three (3) additional one-year term periods provided there is no change in the terms, conditions, specifications and prices and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.

5) SPLIT BIDS:

Contractors may bid on one or more categories. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

6) CANCELLATION: The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a) The Contractor provides material that does not meet the specifications of this contract;
- b) The Contractor fails to adequately perform the services set forth of this contract;
- c) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d) The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

7) PRICING: DuPage County reserves the right to compare pricing submitted to any and all known national purchasing cooperatives in order to obtain the lowest pricing available in the current marketplace for this contract award. The County reserves the right to award a contract to the lowest responsive, responsible vendor for BULK ROCK SALT 20-035-DOT after reviewing all national purchasing cooperative pricing programs available for the County to participate in.

8) PAYMENTS: Separate invoices shall be required for each County of DuPage department participating in the purchase.

9) CREDIT MEMOS: Must be on an original form with date of return, descriptions of items and prices noted.

10) QUALITY: All Recycled Products or Materials shall show the percent of post-consumer recycled content. Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the Procurement Officer.

11) THIRD PARTY AGREEMENT: The County shall not enter a third-party rental agreement and reserves the right to disqualify a vendor so bidding.

12) USAGE REPORTS: Vendor may be required to submit a semi-annual report on orders placed against the contract. The report format shall contain the vendor's name, item number and term of contract at the top of the page. The report shall indicate the period covered by the report starting from the date the first order is received and ending with the date it is prepared. The report must be organized as follows:

DELIVERY LOCATION	DELIVERY DATE	DELIVERY TICKET NUMBER	QUANTITY (TONS)	UNIT PRICE	EXTENSION
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Vendor may from time to time be requested to produce reports within a particular time frame, i.e. fiscal year. These reports must be furnished within seven (7) days of request.

These reports are to be forwarded to:	DuPage County Division of Transportation Roula Eikosidekas 140 North County Farm Road Wheaton, IL 60187
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13) VENDOR QUALIFICATIONS:

Vendor will provide a general history, description and status of their Company.

Please visit www.compassminerals.com for company information and history. A historical timeline of company has been included with bid documents.

SECTION 5 - STATEMENT OF WORK

This bid is to furnish and deliver bulk rock salt for snow and ice control, in accordance with the AASHTO Specification M143, Sodium Chloride Type 1, Grade 1. Bulk rock salt shall be 95 to 98 percent pure sodium chloride. Maximum moisture content shall be no more than two and a half percent (2.5%).

Bulk rock salt not meeting the standards listed in these Specifications shall be subject to rejection by DuPage County.

BID AWARD CRITERIA:

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by Group 1, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie.

Group 2 will be awarded by each individual agency/township/municipality.

COUNTY AUTHORIZED REPRESENTATIVE:

Post contract award, the County authorized representative for this bid is Michael Tuman, 630-407-6885 or authorized designee.

DELIVERY REQUIREMENTS:

Orders are generally expected to be received within three (3) working days from date of order.

Normal deliveries shall be made between the hours of 6:00 a.m. and 2:30 p.m., Monday through Friday. Arrangements can be made for after hours and weekend deliveries to maintain a prompt order delivery schedule.

All order releases shall be delivered to completion, unless mutually agreed upon by the County of DuPage and the awarded Contractor.

All salt deliveries shall be made with trucks equipped with tailgate dump trailers.

All trucks shall be covered with approved waterproof material. The contractor will ensure that upon delivery, the driver shall inspect the inside of the trailer and will confirm that all salt has been removed from the trailer before leaving the point of delivery. The contractor shall ensure that all weights and measures shown on the delivery tickets are correct. DuPage County Division of Transportation reserves the right to require that delivery trucks be directed to a scale in the vicinity to check the accuracy of loads being delivered.

The actual tonnage delivered by the Contractor shall be within 20 (twenty) tons of the requested tonnage for each order.

The Contractor shall notify the Division of Transportation and any participating municipality of the trucking firm that will be delivering the salt, as well as a contact name, address and phone number of said trucking firm. The Contractor shall supply the same information for the terminal location, as well. Ultimately, all delivery responsibility will fall upon the Awarded Contractor. It will be their responsibility to accept order releases and communicate order information to the designated trucking firms and terminals.

Deliveries of rock salt will be required to be free of any foreign materials (i.e. mud, rocks, wood, tarpaulins, etc.). Cause for rejection and removal shall be made known within two (2) working days to the Contractor. Loads contaminated with foreign material will be replaced at the Contractor's expense within five (5) working days.

All salt is to be lump free. No salt with lumps larger than two (2) inches in diameter will be accepted. Loads with lumps larger than two (2) inches shall be replaced at the Contractor's expense within five (5) working days.

INVOICING:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

LIQUIDATED DAMAGES:

From December 1, 2020 through April 30, 2021, if the Contractor is unable to make delivery within seven (7) calendar days from the date of order, DuPage County shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 noon on any business day (Monday through Friday, except Holidays) would be considered as the first calendar day of the seven (7) day delivery period. For orders placed after 12:00 noon on a given day, the following day would be considered the first calendar day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the Contractor has still failed to deliver as required, DuPage County shall reserve the right to take action to remedy the failure of Contractor performance without prior notification of

such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Contractor, in addition to any liquidated damage.

ORDERING:

Group 1 - DuPage County will place a minimum of 500 tons at a given time. All individual releases will be placed with the terminal.

Group 2 - 500 ton minimum will be waived. All individual releases will be placed with the terminal.

Orders for tonnage will be placed with the successful qualified bidder beginning June 1, 2020. All salt will be delivered by May 31, 2021. No further orders will be given after that date unless authorized by the County Authorized Representative or designee. Contract renewals will incorporate similar timelines for consecutive years.

QUANTITIES:

See Bid Pricing in Section 7 for quantities and locations.

DuPage County Division of Transportation has included a quantity which is an estimate only, for Standard Delivery. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

The Agency/Townships/Municipalities (Group 2) intend to make initial orders as indicated under Group 2 with delivery expected by 11/30/20. Bidders are required to provide a unit price for this 100% guaranteed delivery. (EARLY DELIVERY). The Townships/Municipalities section has included an additional quantity which is an estimate only. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). The Townships/Municipalities agree to purchase at least 80% of the quantity shown. If the Townships/Municipalities do not utilize or order the 80%, the Townships/ Municipalities will pay for the 80% and it will be stored at the terminal, for delivery to the Townships/ Municipalities at a later date. This will be handled at no additional charge to the Townships/ Municipalities.

THIRD PARTY OR ACTING IN THE BEST INTEREST OF THE CITIZENS OF DUPAGE COUNTY:

In cases where other governmental agencies in DuPage County are unable to obtain bulk rock salt, DuPage County Division of Transportation reserves the rights and obligation to sell salt or give salt (to be reimbursed at a later date) to governmental agencies without any recourse from the Awarded Contractor. This will be done at the contracted cost given to DuPage County Division of Transportation by the Awarded Contractor and at no time shall a profit be made by DuPage County Division of Transportation.

STOCKING REQUIREMENTS:

Within thirty (30) days of the notice of award (issuance of purchase order) the Contractor will be required to provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed will be required to be in stock at a local terminal by December 1, 2020. This requirement shall be fulfilled each December 1st, with each contract renewal.

DuPage County reserves the right to inspect the awarded Contractor's local terminal to verify for quantity and condition of salt, as required in the Specifications.

SECTION 6 - INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a Certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County and licensed to do business in the State of Illinois, and with a minimum insurance rating of A-VII as found in the current edition of A.M. Best's Key Rating Guide. All required insurance shall be maintained by the contractor in full force and effect during the life of the contractor, and until such a time as all work has been approved and accepted by the County. The Contractor is responsible for all insurance deductibles and Self-Insured relations.

TYPE OF INSURANCE		MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1.	Workers Compensation	Statutory
2.	Employers Liability	
	A. Each Accident	\$ 1,000,000
	B. Each Employee-disease	\$ 1,000,000
	C. Policy Aggregate-disease	\$ 1,000,000
3.	* Commercial General Liability	
	A. Per Occurrence	\$ 2,000,000
	B. General Aggregate	
	1. General Aggregate- Per project	\$ 2,000,000
	2. General Aggregate - Products/ Completed Operations	\$ 2,000,000
4.	Personal and Advertising Injury	\$ 1,000,000
	Each Occurrence	\$ 1,000,000
5.	Fire Legal Liability (any one fire)	\$ 100,000
6.	Medical Expense (any one person)	\$ 5,000
7.	* Umbrella Excess Liability (over primary)	\$ 1,000,000
	Retention for Self-Insured Hazards (each occurrence)	\$ 1,000,000
8.	* Business Auto Liability	\$ 1,000,000

*In addition to a Certificate of Insurance the following Endorsements are needed:

"Additional Insured" Endorsement,

"Waiver of Subrogation" and

"Insurance is Primary and Non-Contributory to additional Insured" Excess must Follow GL Form.

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion. At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

- NOTE:
- A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.
 - B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
 - C) No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance.

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN INSURANCE COVERAGE:

The Contractor will immediately notify the County if any insurance has been cancelled, materially changed, or renewal has been refused and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Contractor shall accept and bear all costs that may result due to the Contractor's failure to provide and maintain the required insurance.

INSURANCE RATING:

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION:

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT:

Within 5 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL:

The Contractor shall provide coverage as provided in the contract, if the County, an Employee, or Elected Official is named in a lawsuit then the County retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney of DuPage County.

RIGHTS RETAINED:

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.

Insurance certificates must reference project name and bid number

The County of DuPage shall be named in "Description of Operations..." section, as additionally insured on all certificates of insurance. Insurance certificates shall also reference PROJECT NAME and BID NUMBER. coverages should be emailed (and hard copy mailed) to:

DuPage County Procurement Services Division
421 N. County Farm Road, 3-400
Wheaton, IL 60187
donna.weidman@dupageco.org

SECTION 7 – REQUIRED FORMS TO BE COMPLETED, SIGNED AND RETURNED WITH BID**BID PRICING:**

The Contractor is to provide a unit price per ton. DuPage County will require a 5% bid security to be submitted with the bid, The Awarded Contractor will also be required to furnish a 20% Performance Bond and Certificate of Insurance, within 10 days of the Notice of Award (as outlined in the Special Conditions). Similar conditions will apply to Group 2.

GROUP 1 – DUPAGE COUNTY

All Product to be shipped F.O.B. Delivered, freight prepaid, 140 N. County Farm Road, Wheaton, IL 60187 or 7900 S. Rt. 53, Woodridge, IL 60517.

STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. The DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

ITEM	UOM	QUANTITY	UNIT PRICE	EXTENDED PRICE
BULK ROCK SALT	TON	15,000	\$81.13	\$1,216,950.00
TOTAL GROUP 1				\$1,216,950.00
UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE			\$91.13	

SHIPPING AND BILLING INFORMATION FOR GROUP 1:

BILL TO ADDRESS:	SHIP TO ADDRESS:
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org	DuPage County Division of Transportation Attn: Jason Walsh 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 Jason.Walsh@dupageco.org
Same	DuPage County Public Works Attn: Jason Walsh 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-6925 Jason.Walsh@dupageco.org

GROUP 2 – AGENCY/TOWNSHIPS/MUNICIPALITIES

All Product to be shipped F.O.B. Delivered, freight prepaid, to the locations listed. Each Agency/Township/Municipality will make an independent determination on whether it will enter into this agreement with the Awarded Contractor.

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by November 30, 2020

ITEM	UOM	QTY	UNIT PRICE	EXTENDED PRICE
Bulk Rock Salt	TON	4,000	\$ 85.11	\$ 340,440.00
TOTAL GROUP 2-A				\$ 340,440.00

B – STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. If the Agency/Township/Municipality agrees to enter into an agreement with the Awarded Contractor, the Township/Municipality agrees to purchase at least 80% of the quantity shown. If the Agency/Township/ Municipality does not utilize or order the 80%, the Agency/Township/ Municipality will pay for the 80% and it will be stored at the terminal, for delivery to the Agency/Township/ Municipality at a later date. This will be handled at no additional charge to the Contracting Agency/Township/Municipality.

ITEM	UOM	QTY	UNIT PRICE	EXTENDED PRICE
Bulk Rock Salt	TON	55,020	\$ 81.13	\$ 4,463,772.60
TOTAL GROUP 2-B				\$ 4,463,772.60
UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE			\$ 91.13	

LOCATION	BILL TO	SHIP TO	UNIT OF MEASURE	Group 2A 100% Confirmed Quantities – Delivery is no later than 11/30/2020	Group 2B 80-130% Estimated Quantities – Standard Delivery
Addison Township	411 W. Potter Wood Dale, IL 60191	411 W. Potter Wood Dale, IL 60191	TON	0	500
Addison, Village of	1491 W. Jeffrey Drive Addison, IL 60101-4331	1491 W. Jeffrey Drive Addison, IL 60101-4331	TON	0	2,100
Aurora, City of	44 E. Downer Place Aurora, IL 60507	City of Aurora Central Garage 720 N. Broadway Aurora, IL 60505 or 2112 Montgomery Rd Aurora, IL 60504	TON	0	8,500
Bartlett, Village of	228 S. Main Street Bartlett, IL 60103	1150 Bittersweet Drive Bartlett, IL 60103 or 315 E. Devon Ave. Bartlett, IL 60103	TON	0	1,000
Bensenville, Village of	717 E. Jefferson St. Bensenville, IL 60106	717 E. Jefferson St. Bensenville, IL 60106	TON	0	500
Bloomington Township	6N030 Rosedale Ave. Bloomington, IL 60108	6N030 Rosedale Ave. Bloomington, IL 60108	TON	0	1,500
Bloomington, Village of	201 S. Bloomington Rd Bloomington, IL 60108	305 Glen Ellyn Road Bloomington, IL 60108	TON	0	1,500
Carol Stream, Village of	124 Gerzevske Lane Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188	TON	0	2,300
Clarendon Hills	1 N. Prospect Ave. Clarendon Hills, IL 60514	452 Park Ave. Clarendon Hills, IL 60514	TON	0	500
Darien, City of	1041 S. Frontage Road Darien, IL 60561	1041 S. Frontage Road Darien, IL 60561	TON	300	2,500
Downers Grove Township	4340 Prince St. Downers Grove, IL 60515	318 E. Quincy Westmont, IL 60559	TON	0	1,200
Downers Grove, Village of	5101 Walnut Ave. Downers Grove, IL 60515	5101 Walnut Ave. Downers Grove, IL 60515	TON	2,700	0

DuPage Airport Authority	2700 International Drive Suite 200 West Chicago, IL 60185	2751 Aviation Ave. West Chicago, IL 60185	TON	0	120
Glen Ellyn, Village of	30 S. Lambert Glen Ellyn, IL 60137	30 S. Lambert Glen Ellyn, IL 60137	TON	0	1,500
Hanover Park, Village of	2121 W. Lake St. Hanover Park, IL 60133	2121 W. Lake St. Hanover Park, IL 60133	TON	0	1,800
Hinsdale, Village of	19 E. Chicago Ave. Hinsdale, IL 60523	225 Symonds Drive Hinsdale, IL 60521	TON	0	700
Itasca, Village of	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143	TON	0	1,200
Lisle Township	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532	TON	0	800
Lisle, Village of	925 Burlington Lisle, IL 60532	4905 Yackley Ave. Lisle, IL 60532	TON	0	1,800
Lombard, Village of	255 E. Wilson Ave. Lombard, IL 60148	1135 N. Garfield Lombard, IL 60148	TON	0	2,500
Milton Township	23W040 Poss St. Glen Ellyn, IL 60137	23W040 Poss St. Glen Ellyn, IL 60137	TON	0	1,800
Naperville Township	31W331 North Aurora Rd. Naperville, IL 60563	31W331 North Aurora Rd. Naperville, IL 60563	TON	0	400
Oakbrook, Village of	1200 Oak Brook Road Oak Brook, IL 60523	3003 Jorie Blvd. Oak Brook, IL 60523	TON	0	750
Schaumburg, Village of	101 Schaumburg Ct. Schaumburg, IL 60193	714 S. Plum Grove Road Schaumburg, IL 60193	TON	1,000	4,000
Villa Park, Village of	20 S. Ardmore Ave. Villa Park, IL 60181	729 N. Ardmore Ave. Villa Park, IL 60181	TON	0	600
Warrenville, City of	3S258 Manning Ave. Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555	TON	0	1,300
Wayne Township	4N230 Klein Road West Chicago, IL 60185	4N230 Klein Road West Chicago, IL 60185	TON	0	250
West Chicago, City of	475 Main St. West Chicago, IL 60185	135 W. Grandlake Blvd. West Chicago, IL 60185 or 1350 W. Hawthorne Lane West Chicago, IL 60185	TON	0	3,000
Westmont, Village of	31 W. Quincy St. Westmont, IL 60559	39 E. Burlington Ave. Westmont, IL 60559	TON	0	800
Wheaton, City of	303 W. Wesley, PO Box 727 Wheaton, IL 60187	820 W. Liberty Drive Wheaton, IL 60189	TON	0	3,300

Willowbrook, Village of	835 Midway Drive Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527	TON	0	800
Winfield, Village of	27W465 Jewell Road Winfield, IL 60190	0S040 Wynwood Road Winfield, IL 60190	TON	0	600
Winfield Township	30W575 Roosevelt Rd. West Chicago, IL 60185	30W575 Roosevelt Rd. West Chicago, IL 60185	TON	0	800
Wood Dale, City of	720 N. Central Ave. Wood Dale, IL 60191	720 N. Central Ave. Wood Dale, IL 60191	TON	0	800
Woodridge, Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517 or 7900 IL Rt. 53 Woodridge, IL 60517	TON	0	2,300
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148	TON	0	1,000
GRAND TOTAL				4000	55,020

BID FORM

BID 20-035-DOT BULK ROCK SALT

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Compass Minerals America Inc
Main Business Address	9900 West 109th Street, Suite 100
City, State, Zip Code	Overland Park, KS 66210
Telephone Number	800-323-1641 Opt 2 (Sales Managr), Opt 1 (Orders, Customer Service)
Fax Number	913-338-7945 (Cust Serv/Sales) or 913-433-9616 (Orders)
Bid Contact Person	Sean Lierz, Senior Sales Manager
Email Address	lierzs@compassminerals.com or highwaygroup@compassminerals.com

TO: The DuPage County Procurement Services

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor ☐ a Member authorized to sign on behalf of the Partnership ☒ an Officer of the Corporation ☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Kevin S. Crutchfield, President & CEO
(President or Partner)
Zoe Vantzog, Secretary
(Secretary or Partner)

Jon Schnieders, Vice President, Salt
(Vice-President or Partner)
James D. Standen, CFO & Treasurer
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, and issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and

held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

BID FORM SIGNATURE PAGE

TOTAL BID AMOUNT – GROUP 1: \$ 1,216,950.00
Total (in figures)

One million, two hundred sixteen thousand, nine hundred fifty Dollars and zero Cents.
Total (In words)

TOTAL BID AMOUNT – GROUP 2: \$ 4,804,212.60
Total (in figures)

Four million, eight hundred four thousand, two hundred twelve Dollars and sixty Cents.
Total (In words)

The Contractor agrees to provide the services as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained.

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X

Senior Manager
Highway Sales

(Signature and Title)

CORPORATE SEAL

(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this _____ day of _____ AD, 20_____

(Notary Public)

My Commission Expires: _____

SEAL

1. IRS FORM W-9

This form can be found attached, or at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

2. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

This form can be found attached, or at the following link: <https://www.dupageco.org/Finance/Procurement/1316/>

W9 FORM

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
☐ Individual/sole proprietor or single-member LLC		Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
☐ C Corporation		
☐ S Corporation		
☐ Partnership		
☐ Trust/estate		
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
☐ Other (see instructions) ▶ _____		
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)
---------------	---

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see **What Name and Number To Give the Requester** for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cart. No. 10231X

Form W-9 (Rev. 11-2017)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Compass Minerals America Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
9900 West 109th Street, Suite 100

6 City, state, and ZIP code
Overland Park, KS 66210

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

4	8	-	1	0	4	7	6	3	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Mary Wells* Date ► *3/11/2020*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

VENDOR ETHICS DISCLOSURE



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date:

Bid/Contract/PO #: **Bid 20-035-DOT**

Company Name: Compass Minerals America Inc	Company Contact: Sean Lierz, Senior Sales Manager
Contact Phone: 913-344-9330 or 800-323-1641 Opt 2	Contact Email: LierzS@compassminerals.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

☒ **NONE (check here) - If no contributions have been made**

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					
x					

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☐ **NONE (check here) - If no contacts have been made**

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x	Sean Lierz, Senior Sales Manager	913-344-9330	LierzS@compassminerals.com
x	Julia Yates, Sales Support Coordinator	913-344-9117	YatesJ@compassminerals.com

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Title

Date

Joel Gardes
Senior Manager Highway Sales
3/26/2020

Attach additional sheets if necessary. Sign each sheet and number each page. Page **1/1** of **1** (total number of pages)

JOINT PURCHASING AGREEMENT

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES _____ NO X

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

 n/a

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

REFERENCES

The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months.

COMPANY NAME:	IL DOT District 1
ADDRESS:	201 W Center Court
	Schaumburg, IL 60196
CONTACT PERSON:	Michael LaBree
TELEPHONE NUMBER:	847-705-4177

COMPANY NAME:	McHenry CHD
ADDRESS:	16111 Nelson Road
	Woodstock, IL 60098
CONTACT PERSON:	Ed Markison
TELEPHONE NUMBER:	815-334-4973

COMPANY NAME:	Illinois Tollway
ADDRESS:	P O Box 3094
	Attn: Contract Admin
	Lisle, IL 60532
CONTACT PERSON:	Kevin Ganzer
TELEPHONE NUMBER:	630-241-6800 ext 4967

COMPANY NAME:	City of Crystal Lake
ADDRESS:	P O Box 597
	Crystal Lake, IL 60039
CONTACT PERSON:	Larry Zurek
TELEPHONE NUMBER:	815-356-3744

SAMPLE
SECTION 8 - SAMPLE CONTRACT AGREEMENT
CONTRACT 20-035-DOT BETWEEN [CONTRACTOR]
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this _____ day of _____, 2020, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and _____, licensed to do business in the State of Illinois, located at _____, _____ (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid #20-035-DOT for its Department of _____, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; 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 of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
 - 1.1.a Project Information
 - 1.1.b Instructions to Bidders
 - 1.1.c General Conditions
 - 1.1.d Special Conditions
 - 1.1.e Insurance/Bonding Requirements and Certificates
 - 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
 - 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
 - 1.1.h Exhibits
 - 1.1.i County Purchase Order
- 1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.
- 1.3 In the event of a conflict between any of the above documents, the document 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 ____ year period beginning on XX/XX/XXXX and continuing through XX/XX/XXXX.
- 2.2 the Contract term is subject to renewal per the Bid Invitation Specifications. 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, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor'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 COUNTY. Further, Vendor 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 County shall make payment 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 agreement of both parties.

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

6.0 CONTRACT ENFORCEMENT – ATTORNEY’S FEES

6.1 If the County 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 County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney’s fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

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.

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

By: _____

SIGNATURE

James McGuire

PRINTED NAME

Procurement Officer

PRINTED TITLE

DATE

By: _____

SIGNATURE

PRINTED NAME

PRINTED TITLE

DATE

SECTION 9 – OUTSIDE ENVELOPE BID LABEL

SEALED BID PROPOSAL

INVITATION #: 20-035-DOT

OPENING DATE: 03/31/2020

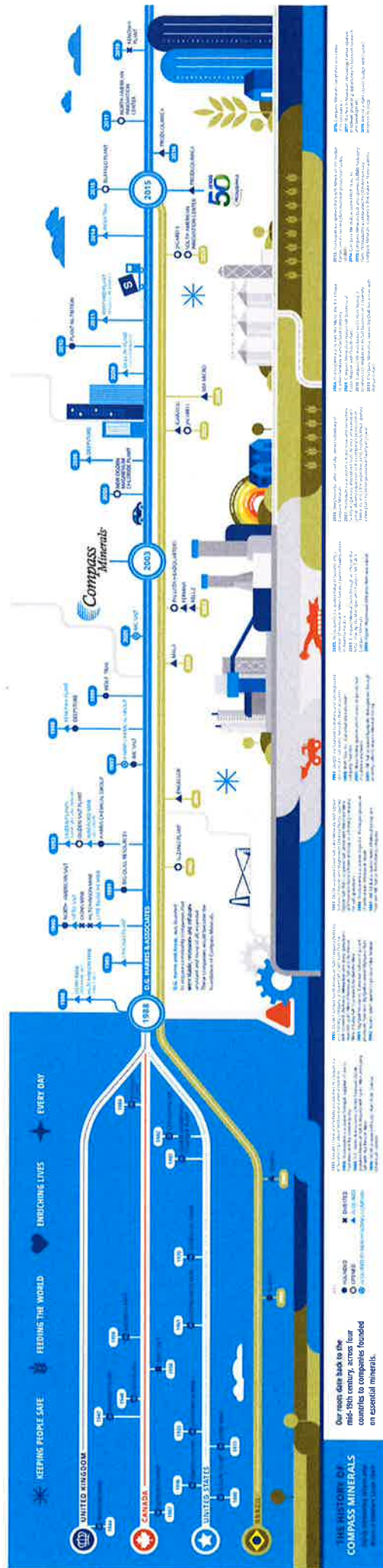
OPENING TIME: 3:30 P.M.

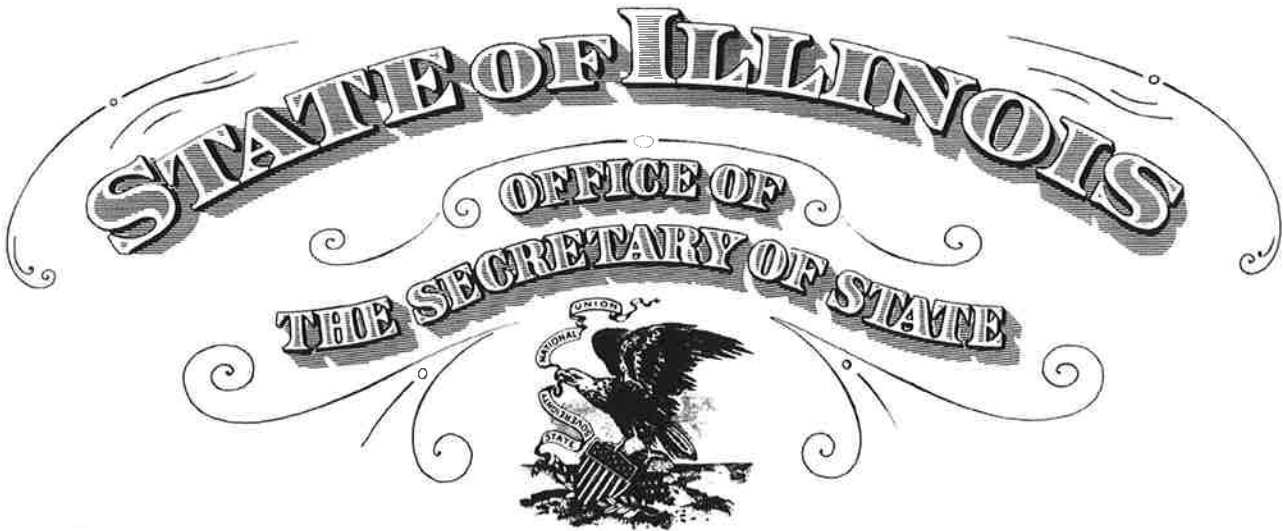
DESCRIPTION: BULK ROCK SALT

COMPANY NAME: Compass Minerals America Inc.

DATED MATERIAL-DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE)
TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL
TO HELP ENSURE PROPER DELIVERY!





To all to whom these Presents Shall Come, Greeting:

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

COMPASS MINERALS AMERICA INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON DECEMBER 30, 1988, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 23RD
day of MARCH A.D. 2020 .***

Jesse White

SECRETARY OF STATE

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT COMPANY", CHANGING ITS NAME FROM "NORTH AMERICAN SALT COMPANY" TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

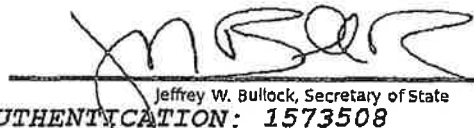
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2014.

2149843 8100

141004732

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1573508

DATE: 07-28-14

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

NORTH AMERICAN SALT COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That at a meeting of the Board of Directors of **North American Salt Company** resolutions were duly adopted setting forth a proposed amendment of the Second Amended and Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling a meeting of the stockholder of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Second Amended and Restated Certificate of Incorporation of the Corporation be amended by changing the Article numbered "**FIRST**" so that, as amended, such Article shall be and read as follows:

FIRST: The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

4. That this amendment shall be effective on the 1st day of August, 2014.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 28th day of July, 2014.

By: 

Rodney L. Underdown
Chief Financial Officer and Secretary

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
COMPASS MINERALS AMERICA INC.**

Effective March 3, 2020

The undersigned, being all of the members of the board of directors of Compass Minerals America Inc., a Delaware corporation (the "Corporation"), hereby consent in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Kevin S. Crutchfield	President and CEO
James D. Standen	Chief Financial Officer and Treasurer
S. Bradley Griffith	Chief Commercial Officer
Jon Schnieders	Vice President, Salt
Ryan Royer	National Sales Manager
Sean Lierz	Highway Sales Senior Manager
Joel Gerdes	Highway Sales Senior Manager
Douglas Dyer	Highway Sales Manager
Harrison Green	Highway Sales Manager
Matthew Denner	Sales Manager
Teresa Wilde	Sales Manager
Joe Uriell	Director, Sales Industrial
Zoe Vantzios	Secretary

General

RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

FURTHER RESOLVED, that any actions previously taken or caused to be taken by any officer of the Corporation or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.



James D. Standen



Zoe A. Vantzios



Goderich - US Bulk Deicing Salt

Product Data Sheet

Production Location

Goderich, Ontario - Canada

Product Description

Rock salt obtained by conventional mining methods, crushed, and screened to size.

Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

Physical Properties

Bulk Density - 1220 kg/m³ (76 lbs/ft³), average particle size 0.011"

Admixture

Yellow Prussiate of Soda (YPS) added - If requested by customer

Chemical Analysis Before Admixing (99.7% Confidence)			Typical	Range
Sodium Chloride	NaCl	(%)	96.5	94.1 - 98.9
Calcium Sulfate	CaSO ₄	(%)	2.7	0.9 - 4.5
Calcium Chloride	CaCl ₂	(%)	0.00	0.00 - 0.01
Magnesium Chloride	MgCl ₂	(%)	0.03	0.00 - 0.08
Sodium Sulphate	NaSO ₄	(%)	0.00	0.00 - 0.03
Moisture		(%)	0.3	0.00 - 1.1
Water Insolubles		(%)	0.8	0.1 - 1.5
Calcium	Ca	ppm	7948	2649 - 13247
Magnesium	Mg	ppm	224	0 - 204
Sulphate	SO ₄	ppm	19051	6350 - 31752

TYPICAL SCREEN ANALYSIS

% Passing (99.7% Confidence)

USS Mesh	Tyler Mesh	Open (in.)	Typical Passing %	Range %
0.500	0.500	0.500	99.8	98.9 - 100
3/8	0.371	0.374	97.2	93.5 - 100
4	4	0.187	78.6	63.8 - 89.8
8	8	0.093	47.6	34.3 - 60.9
16	14	0.048	27.3	18.4 - 36.2
30	28	0.023	15.6	9.7 - 21.5

Average Particle Size 0.011 inches (7.25 mesh)

Packaging			
UPC Code	Product Code	New Product Code	Bag Size (Lbs.)
	6615	613544	Bulk

Compass Minerals America Inc.
9900 West 109th Street - Suite 100
Overland Park, KS 66210
Phone 800-323-1641 Fax 800-359-7258

This information is based on our present state of knowledge and is intended to provide general notes on the product(s) supplied by us and their uses. The information should not be construed as a specific property promise or guarantee of the product(s).

March 2019

Product Data Sheet

Production Location

Cote Blanche, Louisiana-USA

Product Description

- Rock salt obtained by conventional mining methods, crushed, and screened to size.
- No more than 15% of product passes 30-mesh screen

Chemical Analysis

Constituent	Formula		Typical %	Range
Sodium Chloride	NaCl	(%)	98.44	98.2 - 99.2
Calcium Sulfate	CaSO ₄	(%)	1.27	0.38 - 1.7
Calcium Chloride	CaCl ₂	(%)	0.03	0 - 0.24
Magnesium Chloride	MgCl ₂	(%)	0.01	0 - 0.04
Water Insolubles		(%)	0.2	0.00 - 0.77
Calcium	Ca	ppm	3837	860 - 5535
Magnesium	Mg	ppm	35.5	0 - 101
Sulfate	SO ₄	(%)	9265	2371 - 12273
Moisture	H ₂ O	(%)	0.19	0 - 1

Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

Physical Properties

Bulk Density - (72 lbs/ft³)

Admixture

Yellow Prussiate of Soda (YPS) added to a max of 50 ppm

Typical Screen Data

U.S.S. Mesh	Tyler Mesh	Open (Inches)	Typical % Passing	Range % Passing
3/4	0.375	0.375	100	100
1/2	1/2	0.5	99.6	98.1 - 100
0.375	0.375	0.375	95.3	87 - 100
4	4	0.1870	73.4	40 - 100
8	8	0.0937	42.2	5 - 80
16	14	0.0464	19.2	0 - 40
30	28	0.0234	8.5	0 - 20

Average particle size 0.162 inches (5.11 mesh)

Packaging

Bag Size	UPC Code	Old Product Code	New SKU
Bulk	0 67568-76080 7	7608	613624



SAFETY DATA SHEET

1. Product and Company Identification

Product identifier	Salt
Other means of identification	American Backwoods Animal Nutrition Products Sodium Chloride Sifto Safe Step Standard Salt Sifto Ice Salt Sifto Sodium Chloride Sifto Safe Step EnviroGuard QwikSalt Ice-A-Way IceAway Turbo IceAway Turbo Blue Safe Step 3300 Aspen Aspen Blue Safe Step 4300 Dual Blend Safe Step 4300 Dual Blend Blue EconoBlend 370 Winter Storm Winter Storm Blue Safe Step Pro Series 550 Safe Step Pro Series 570 Safe Step 6300 Enviro Blend Safe Step Pro Series 960 Choice Formula Safe Step Sure Paws Sifto Safe Step Sure Paws American Stockman Animal Nutrition Products Nature's Own water care products Sure Soft water care products Natural Salt water care Pro Soft water care products Salt brine Thawrox Treated salt Commercial bulk rock salt Safe Step Pro Series 950 MaxiFonte Solar salt Canadian Stockman Animal Nutrition products Sifto pool salt Crystal Plus
Recommended use	De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition.
Recommended restrictions	None known.
Manufacturer	Compass Minerals USA Inc. 9900 West 109th Street, Suite 100 Overland Park, KS 66210 US 913-344-9200 CHEMTREC 1-800-424-9300 CANUTEC 1-613-996-6666

2. Hazards Identification

Physical hazards	Not classified.
Health hazards	Not classified.
Environmental hazards	Not classified.
OSHA defined hazards	Not classified.
Label elements	
Hazard symbol	None.
Signal word	None.
Hazard statement	The product and/or mixture does not meet the criteria for classification.

Precautionary statement	
Prevention	Observe good industrial hygiene practices.
Response	Wash hands after handling.
Storage	Store away from incompatible materials, i.e. strong oxidizing agents (see Section 10)
Disposal	Dispose of waste and residues in accordance with local authority requirements.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	Not applicable.

3. Composition/Information on Ingredients

Mixture	
Composition comments	The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria.

4. First Aid Measures

Inhalation	Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.
Skin contact	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.

5. Fire Fighting Measures

Suitable extinguishing media	Salt and salt mixtures are non-combustible.
Unsuitable extinguishing media	Not applicable.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Use appropriate firefighting PPE as a general precaution.
Fire-fighting equipment/instructions	Salt is not combustible and is thus not the material of concern for firefighting equipment or methods.
Specific methods	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.
General fire hazards	No unusual fire or explosion hazards noted.
Hazardous combustion products	Chlorine. Hydrogen chloride. Oxides of sodium.
Explosion data	
Sensitivity to mechanical impact	Not available.
Sensitivity to static discharge	Not available.

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures	Restrict area to facilitate clean up.
Methods and materials for containment and cleaning up	Stop the flow of material, if this is without risk. Prevent direct entry into waterways and sewers. Following product recovery, flush area with water if necessary. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid direct release into waterways and sewers.

7. Handling and Storage

Precautions for safe handling	Use care in handling/storage. Avoid breathing dust.
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Conditions for safe storage,
including any incompatibilities

Store in original tightly closed container. Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)

8. Exposure Controls/Personal Protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL. TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Safety glasses if eye contact is possible.
Skin protection	
Hand protection	If there is constant skin contact, rubber gloves are recommended.
Other	Wear suitable protective clothing.
Respiratory protection	No personal respiratory protective equipment normally required.
Thermal hazards	Not applicable.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment.

9. Physical and Chemical Properties

Appearance	Crystalline.
Physical state	Solid.
Form	Solid.
Color	Varies
Odor	Odorless
Odor threshold	Not applicable
pH	6 - 8 (Neutral)
Melting point/freezing point	Not applicable
Initial boiling point and boiling range	Not applicable
Pour point	Not applicable
Specific gravity	Not applicable
Partition coefficient (n-octanol/water)	Not applicable
Flash point	Not applicable
Evaporation rate	Not applicable
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not applicable
Explosive limit - upper (%)	Not applicable
Vapor pressure	Not applicable
Vapor density	Not applicable
Relative density	Not applicable
Solubility(ies)	Not available.
Auto-ignition temperature	Not applicable

Decomposition temperature	Not applicable
Viscosity	Not applicable

10. Stability and Reactivity

Reactivity	None known.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Contact with incompatible materials, i.e strong oxidizing agents.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	Chlorine gas. Hydrogen chloride. Oxides of sodium.

11. Toxicological Information

Information on likely routes of exposure

Ingestion	Expected to be a low ingestion hazard.
Inhalation	No adverse effects due to inhalation are expected.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.
Symptoms related to the physical, chemical and toxicological characteristics	Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity	Not classified.
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Product	Species	Test Results
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Salt (CAS Mixture)

Acute

Inhalation

LC50

Rat

21 mg/L, estimated

Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
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Exposure minutes	Not available.
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Erythema value	Not available.
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Oedema value	Not available.
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Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.
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Corneal opacity value	Not available.
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Iris lesion value	Not available.
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Conjunctival reddening value	Not available.
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Conjunctival oedema value	Not available.
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Recover days	Not available.
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Respiratory or skin sensitization

Respiratory sensitization	Not available.
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Skin sensitization	This product is not expected to cause skin sensitization.
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Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
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Mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
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Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.
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Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
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Teratogenicity	Not classified.
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Specific target organ toxicity - single exposure	Not classified.
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Specific target organ toxicity - repeated exposure	Not classified.
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Aspiration hazard	Not classified.
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Chronic effects	Not classified.
Further information	This product has no known adverse effect on human health.
Name of Toxicologically Synergistic Products	Not available.

12. Ecological Information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Mobility in general	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal Considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport Information

U.S. Department of Transportation (DOT)	Not regulated as dangerous goods.
Transportation of Dangerous Goods (TDG - Canada)	Not regulated as dangerous goods.

15. Regulatory Information

Canadian federal regulations	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.
WHMIS status	Not Controlled
US federal regulations	
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	
Not regulated.	
CERCLA Hazardous Substance List (40 CFR 302.4)	
Not listed.	
Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)	
Not regulated.	
Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List	
Not regulated.	
Superfund Amendments and Reauthorization Act of 1986 (SARA)	
Hazard categories	Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
SARA 302 Extremely hazardous substance	No
SARA 311/312 Hazardous chemical	No
SARA 313 (TRI reporting)	
Not regulated.	

Other federal regulations

Safe Drinking Water Act (SDWA) Not regulated.

Food and Drug Administration (FDA) Not regulated.

US state regulations

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Not listed.

US. Massachusetts RTK - Substance List

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Not regulated.

US. Rhode Island RTK

Not regulated.

Inventory status

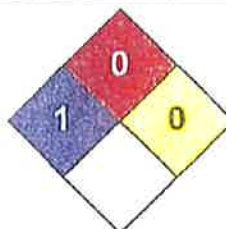
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other Information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	/ 1
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X

**Disclaimer**

The information in the sheet was written based on the best knowledge and experience currently available. Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date

28-September-2015

Effective date

01-August-2014

Expiry date

01-August-2017

Further information

Not available.

Prepared by

Dell Tech Laboratories, Ltd. Phone: (519) 858-5021

Other information

This Safety Data Sheet was prepared to comply with the current OSHA Hazard Communication Standard (HCS) adoption of the Globally Harmonized System of Classification and Labeling of Chemicals (GHS).

This SDS conforms to the ANSI Z400.1/Z129.1-2010 Standard.

CONTRACT AGREEMENT
BULK ROCK SALT CONTRACT BETWEEN
COMPASS MINERALS AMERICA INC. AND THE
VILLAGE OF GLEN ELLYN

THIS AGREEMENT is entered into this 24th day of May, 2021, between the Village of Glen Ellyn, located at 535 Duane St, Glen Ellyn, IL 60137 (hereinafter referred to as the VILLAGE), and Compass Minerals America Inc., licensed to do business in the State of Illinois, located at 9900 West 109th Street Suite 100, Overland Park, KS, 66210 (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the VILLAGE requires the goods and/or services specified in the attached DuPage County Bulk Rock Salt Bid (opened on March 31, 2020) for its Department of Public Works, located at the 30 S Lambert Rd, Glen Ellyn, IL 60137; and

WHEREAS, the CONTRACTOR provided the VILLAGE with a quote for the unit cost for quantities of early delivery salt (200 tons) at \$85.13, regular salt between 80%-130% of projected usage (1,500 tons) at \$81.13/ton and 130%-150% of projected usage at \$91.13/ton, 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

1.1 CONTRACT DOCUMENTS

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

- 1.2.a Bid Invitation
- 1.2.b Project Information
- 1.2.c Instructions to Bidders
- 1.2.d General Conditions
- 1.2.e Special Conditions
- 1.2.f Bonding Requirements and Certificates
- 1.2.g Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.2.h Specifications (including any addenda, interpretations and approved exceptions)

1.3 All documents are or will be on file in the office of the Finance Department, Civic Center, 535 Duane St, Glen Ellyn, IL 60137.

1.4 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".

2.1 DURATION OF THIS CONTRACT

- 2.2 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a one year period beginning on June 1, 2021 and continuing through May 31, 2022.
- 2.3 The Contract term is subject to renewal according to the Bid Invitation Specifications.
- 2.4 In no event shall the term plus renewals exceed four (4) years.

3.1 BID PRICES AND PAYMENT

- 3.2 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 3.3 The VILLAGE shall make payment, 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.

VILLAGE OF GLEN ELLYN, ILLINOIS

4.0 AMENDMENTS

4.1 This Contract may be amended by mutual agreement.

4.2 All amendments will conform to State of Illinois Statutes and VILLAGE procedures for Change Orders.

5.1 CONTRACT ENFORCEMENT- ATTORNEY'S FEES

5.2 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.

6.1 SEVERABILITY CLAUSE

6.2 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.

7.0 GOVERNING LAW

7.1 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.

8.1 ENTIRE AGREEMENT

8.2 This Contract, including the documents listed in 1.1, contains the entire agreement between the parties.

8.2 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.

COMPASS MINERALS AMERICA INC.

VILLAGE OF GLEN ELLYN

By: _____

Authorized Signature

By: _____

President or Village Manager

Location	Bill To:	Ship To:	A-100% Confirmed Quantities – Delivery before November 30, 2021
Addison Township	411 W. Potter Wood Dale, IL 60191	411 W. Potter Wood Dale, IL 60191	
Addison, Village of	1491 W. Jeffrey Drive Addison, IL 60101-4331	1491 W. Jeffrey Drive Addison, IL 60101-4331	
Aurora, City of	44 E. Downer Place Aurora, IL 60507	City of Aurora Central Garage 720 N. Broadway Aurora, IL 60505 or 2112 Montgomery Rd Aurora, IL 60504	
Bartlett, Village of	1150 Bittersweet Dr. Bartlett, IL 60103	1150 Bittersweet Drive Bartlett, IL 60103 or 315 E. Devon Ave. Bartlett, IL 60103	
Bensenville, Village of	717 E. Jefferson St. Bensenville, IL 60106	717 E. Jefferson St. Bensenville, IL 60106	
Bloomington Township	6N030 Rosedale Ave. Bloomington, IL 60108	6N030 Rosedale Ave. Bloomington, IL 60108	
Village of Bloomington	201 S. Bloomington Rd Bloomington, IL 60108	305 Glen Ellyn Road Bloomington, IL 60108	
Carol Stream, Village of	124 Gerzevske Lane Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188	
Clarendon Hills	1 N. Prospect Ave. Clarendon Hills, IL 60514	452 Park Ave. Clarendon Hills, IL 60514	
Darien, City of	1041 S. Frontage Road Darien, IL 60561	1041 S. Frontage Road Darien, IL 60561	
Downers Grove Township	4340 Prince St. Downers Grove, IL 60515	318 E. Quincy Westmont, IL 60559	
Downers Grove, Village of	5101 Walnut Ave. Downers Grove, IL 60515	5101 Walnut Ave Downers Grove, IL 60515	
DuPage Airport Authority	2700 International Drive, Suite 200 West Chicago, IL 60185	2751 Aviation Ave. West Chicago, IL 60185	
City of Elmhurst	209 N. York Street	985 S. Riverside Drive	

City of Elmhurst	Elmhurst, IL 60126	Elmhurst, IL 60126	
Glen Ellyn, Village of	30 S. Lambert Glen Ellyn, IL 60137	30 S. Lambert Glen Ellyn, IL 60137	200
Hanover Park, Village of	2041 W. Lake St. Hanover Park, IL 60133	2041 Lake St. Hanover Park, IL 60133	
Hinsdale, Village of	19 E. Chicago Ave. Hinsdale, IL 60523	225 Symonds Drive Hinsdale, IL 60521	
Itasca, Village of	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143	
Lisle Township	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532	
Lisle, Village of	925 Burlington Lisle, IL 60532	4905 Yackley Ave. Lisle, IL 60532	
Lombard, Village of	255 E. Wilson Ave. Lombard, IL 60148	1135 N. Garfield Lombard, IL 60148	
Milton Township	23W040 Poss St. Glen Ellyn, IL 60137	23W040 Poss St. Glen Ellyn, IL 60137	
Naperville Township	31W331 North Aurora Rd. Naperville, IL 60563	31W331 North Aurora Rd. Naperville, IL 60563	140
Oakbrook, Village of	1200 Oak Brook Road Oak Brook, IL 60523	3003 Jorie Blvd. Oakbrook, IL 60523	
Schaumburg, Village of	101 Schaumburg Ct. Schaumburg, IL 60193	714 S. Plum Grove Road Schaumburg, IL 60193	1,500
Villa Park, Village of	20 S. Ardmore Ave. Villa Park, IL 60181	729 N. Ardmore Ave. Villa Park, IL 60181	
Warrenville, City of	3S258 Manning Ave. Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555	
Wayne Township	4N230 Klein Road West Chicago, IL 60185	4N230 Klein Road West Chicago, IL 60185	
West Chicago, City of	475 Main St. West Chicago, IL 60185	135 W. Grandlake Blvd. West Chicago, IL 60185 or 1350 W. Hawthorne Lane West Chicago, IL 60185	
Westmont, Village of	155 E. Burlington Ave Westmont, IL 60559	155 E. Burlington Ave Westmont, IL 60559	
Wheaton, City of	303 W. Wesley, PO Box 727 Wheaton, IL 60187	820 W. Liberty Drive Wheaton, IL 60189	

Willowbrook, Village of	835 Midway Drive Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527	
Winfield, Village of	27W465 Jewell Road Winfield, IL 60190	0S040 Wynwood Road Winfield, IL 60190	
Winfield Township	30W575 Roosevelt Rd. West Chicago, IL 60185	30W575 Roosevelt Rd. West Chicago, IL 60185	
Wood Dale, City of	404 N. Wood Dale Rd. Wood Dale, IL 60191	720 N. Central Ave. Wood Dale, IL 60191	
Woodridge, Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517 or 7900 IL Rt. 53 Woodridge, IL 60517	
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148	
Grand Total			1,840

80-130% Estimated Quantities – Standard Delivery
800
2,200
7,500
800
500
1,500
1,300
1,950
600
3,000
1,200
0
120
2,200

3,200
1,500
1,800
700
1,200
1,000
2,000
7,000
1,800
400
750
4,000
600
1,300
400
3,000
800
3,300

800
500
1,200
800
2,300
1,200
63,020



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 5/24/2021 7:00 PM
Department: Public Works
Department Head:
Category: Contract
Prepared By:

AGENDA ITEM (ID # 2021-1128)

DOC ID: 2021-1128

Pursuant to Section 1-10-2 (G) of the Village Code, Authorize the Village Manager to Execute a Three Year Service Agreement with Utility Service Co., Inc. of Perry, GA, in the Yearly Amount of \$53,083, for a Total Not-to-Exceed Amount of \$159,249, to be Expensed to the Water & Sewer Fund (Interim Public Works Director Buckley)

Statement of the Issue:

Public Works recommends the Board approve funding a three-year extension to the existing service contract for the maintenance and inspection of the Newton Water Tower to Utility Service Co., Inc. of Perry, GA for a not to exceed amount of \$159,249.00 (\$54,083 yearly) to be expensed to the Water & Sewer Fund.

Analysis:

Newton Tower is a 750,000 gallon elevated steel pedestal style tower, originally built in 1954. In 2005, the tower was painted with a traditional procurement model with hiring an engineering firm to develop and bid out a contract for the work. An inspection in 2009 found that the coating, on both the inside and outside, was failing prematurely. The engineering firm and painting contractor were contacted to pursue corrective action but the issue was outside the one year warranty, associated with the typical procurement model.

A second condition assessment was conducted in 2021 and found that proactive repair to the coating would prevent serious damage to the steel tank. That saved the Village approximately \$200,000 by limiting additional coating costs associated with the removal of the exterior coating and structural repairs to the steel tank due to impending corrosion damage of the interior tank surfaces. The Board originally approved a five year contract with Utility Services to repaint the tower, in 2013, with year one of the contract being executed in 2015 and the tower painted in 2016 due to scheduling concerns.

The requirement for competitive bidding should be waived as this is a multi-year service contract for the ongoing maintenance of the water tower (1-10-2.G). Analysis of the original agreement

looked at a twenty year time period. This is a continuing contract which phases maintenance, service, and inspection over many years. Staff will continue to review performance and compliance of the services agreement when coming to the Board for future service extensions.

Budget Impact:

This alternative services model was first used for the Village's Cottage Water Tower, with the initial rehabilitation and repainting of that circa 1992 tower occurring in 2008. Besides a perpetual warranty on the interior and exterior coating while under contract, annual inspections, regular cleaning & disinfections are performed and emergency services/repairs are included. The exterior coating is put on an 8-10 year schedule and the interior on a 10-12 year schedule. Both of these are a shorter timeframe than the traditional model of 15 to 20 years respectively, but that is to prevent the need to fully remove the coatings by sandblasting. This helps keep ongoing maintenance costs lower and if full removal of the coating is needed, there is no additional cost to the Village with the alternative services schedule.

For Cottage Tower, staff compared the Utility Services model versus traditional procurement and found that over twenty years the cost savings was nearly \$238,000. In 2013, a RFQ was put out for Newton Tower, to look for contractors or engineering firms that could provide the same service model contract, with Utility Service Co. being selected to execute the contract. Memos for both Board approvals are attached for reference. Besides cost savings, the services model flattens budgetary expenditures year to year, avoiding the need to large capital expenses to maintain these assets.

With the length of time examined for each of these contracts, the appropriate time to begin a review of changing vendors or going back to a traditional model would be after the 15 year mark but could extend past 20 years, dependent on how the coatings are performing. Ideally, this would be shortly after a third exterior coating performed and less than half of the expected life on the interior coating has gone by. Each year, some of the costs are paid cover future painting, repairs or maintenance, so ending the agreement at an appropriate time would maximize what money the Village has invested into the assets. Staff would continue to monitor performance of both the contractor and coatings on the tank throughout the length of the contract and would not bring before the Board an extension unless there was full confidence that the request was in the best interest of the Village.

Action Requested:

Staff requests that the Board approve the funding for the Village Manager to authorize a service contract extension covering the next three years (2021-23) to Utility Services Co., Inc. of Perry, GA in the annual amount of \$54,083, for a not to exceed amount of \$159,249.00 to be expensed to the Water and Sewer Fund - Maintenance Water Tower 50100-520018

Attachments:

1. 2008 Board Approval Memo
2. 2013 Board Approval Memo

Interoffice Memorandum

to: Curt Barrett, Acting Village Manager

from: Joseph Caracci, Public Works Director
Robert Greenberg, Project Coordinator

subject: Cottage Avenue Water Tower Painting - Recommendation

date: April 2, 2008

APPROVED
4-14-08 VB

The Village's water distribution system consists of four large storage facilities that not only provide storage, but also serve as pressure regulators. These facilities include the one million gallon Newton Reservoir, the one million gallon Wilson Reservoir, the 750,000 gallon Newton Elevated Tank, and the 500,000 gallon Cottage Avenue Elevated Tank. Each of these facilities undergoes significant rehabilitation approximately every ten years. The two concrete reservoirs received concrete repair work and new coatings on the roofs in 2002. The Newton Tank received a complete painting in 2003. It is now time for the Cottage Avenue Tank to undergo a facelift.

The Cottage Avenue Tank was built in 1992. It is now sixteen years old and in need of a new coating of paint. The need for rehabilitation was first identified by staff in 2005. We hired Tank Industry Consultants (TIC) to evaluate the tank and received a recommendation report in 2006. The report identified that the existing paint was beginning to fail, but still had enough chemical adhesion to accept an overcoat of paint. The paint was measured and had an average thickness of 12 mils – industry standards set 20 mils as the maximum thickness for steel water towers. An overcoat typically would consist of two coats of 3-4 mils.

TIC estimated the cost to recoat the tank at around \$250,000, which included approximately \$40,000 for engineering services. Due to budgetary constraints, the recoating of the tank was deferred in FY07/08. During budget preparation for the upcoming fiscal year, appropriate funding was again not available to provide for a painting utilizing conventional measures. Staff began to research alternative approaches to get the tank painted.

During an educational seminar in 2007, staff was introduced to a company by the name of Utility Services Co., Inc. (USCI). USCI is a fully integrated professional firm dedicated to the potable water storage tank industry. USCI has grown to become the industry leader in the management and maintenance of potable water storage tanks. They have developed a full service maintenance program that allows for the privatization of the tank management and maintenance. This program would allow the Village to concentrate our limited resources to other important duties within the Department. The program also allows for the recoating of the Cottage Avenue Tank immediately with costs spread over the next three years. This figure would fit within our proposed budget and allow the Village to move forward with the recoating before a more extensive repair is required.

USCI is the largest consumer of TNEMEC paint, the most durable and popular water tower paint in the world. They have their own engineering department and nine service centers throughout the United States, with the nearest one in Lockport, Illinois. Through the economy of scales, they can afford to be extremely competitive.

As this is a new concept to the Village, we would like to explain the details of the Maintenance Program.

The USCI Asset Management / Maintenance Program is a GASB34 compliant, professional services contract that enables the owner (the Village) to:

1. Spread their large up-front maintenance costs
2. Flatten their maintenance budgets
3. Shift the risk associated with maintaining the tank

The Maintenance Program is a one-year agreement that is renewable indefinitely. It is an alternate model of procurement of water tank/tower maintenance that is currently used by over 1,600 municipalities on over 5,200 tanks nationally.

The agreement covers:

1. Maintenance and upkeep of the tank from the date the agreement is signed
2. Planning and evaluation for the short-term and long-term maintenance
3. Tank related engineering costs
4. Exterior cleaning and painting
5. Interior cleaning and painting, with chemical cleaning every fourth year
6. Exterior repairs
7. Interior repairs
8. Maintenance of any logo, lettering, and artwork
9. Assurance that the tank is sound, watertight, and in good working order
10. Installation and maintenance of lockable, anti-climbing devices
11. Illinois EPA compliant annual inspections of the tank
12. Illinois EPA compliant biennial washout and disinfection of the tank
13. Emergency service per the terms of the contract agreement
14. Maintenance of the tank in a sanitary, safe, and generally good working order, so that the tank will not depreciate in value

Basically, we would be getting a “one-stop” professional shop for all our tank needs.

USCI has performed a complete inspection of the Cottage Avenue Tank and has identified the Scope for the “Up-front Renovations”. These renovations would be needed for USCI to enter into an agreement with the Village.

1. Coatings
 - a. Exterior to receive a two (2) coat overcoat
 - b. Wet interior to be blasted and install a new two (2) coat epoxy system
 - c. Dry interior to be spot primed and receive a one (1) coat overcoat
2. Repairs
 - a. Renovate coatings on all steel surfaces in Year 1

- b. Install a ladder from the roof hatch to the reservoir floor
- c. Repair the gap between the dry riser and the roof penetration collar
- d. Check badly corroded steel for steel loss and repair as necessary
- e. Install a flapper / bolted flange screen assembly on the 12" overflow
- f. Replace mud valve (drain) assembly below reservoir floor
- g. Caulk the overlapped roof seams

The costs associated with these renovations totaled \$164,116. This number is quite lower than the TIC estimate from 2006 and included a number of additional repairs not identified by TIC. Staff also sought proposals from other tank painting firms and received one back in time for this memo. The cost proposal submitted by Neumann Company of Romeoville was nearly \$160,000 and did not include any of the repairs or engineering costs, just the coatings.

As mentioned above, the USCI model allows the owner to spread the large up-front maintenance costs over an extended time period. Our proposal spreads the \$164,116 over a three year period. The model also takes into consideration future paintings and distributes that cost based on a yearly payment plan. Attached to this memo is a "Schedule of Work and Fee" for Option 1 (Overcoat & 3-Year Spread). On this spreadsheet you will notice that the yearly maintenance plan starts out at \$20,577.50 for year two and three. This yearly cost is adjusted every three years and has a maximum increase of 5% per year. The first three year spread figure is a combination of the up-front renovations and year 2 and 3 maintenance payment divided into three equal installments ($\$164,116 + \$20,577 + \$20,577 / 3 \text{ years} = \$68,423 \text{ per year}$).

Civil Engineer Jeff Perrigo, developed a 20 year life cycle cost analysis that compares Utility Services Asset Management Program to a traditional procurement model (attached). In an effort to not distort any facts, Jeff compared the cost of painting the water tower using the same initial cost Utility Services quoted of \$164,116 in both models. Jeff also prepared two graph showing actual dollar costs for both methods over the 20 year life cycle, as well as a comparison of both methods over 20 years in present day dollars.

The analysis shows that going with the USCI Maintenance Program can save the Village over \$131,000 over ten years, and nearly \$238,000 over twenty years.

We have talked to eleven of the many references that Utility Services has provided. The satisfaction level was high and consistent. That the tower, which is very high profile, would always be well maintained at less expense over the long term is very appealing. USCI has recently assisted the Village by providing advice and expert engineering review as well as providing professional recommendations concerning the installation of T-Mobile's cellular equipment. Their efforts have been invaluable in managing the sensitive T-Mobile cellular pod installation at Cottage Avenue Water Tower. To our knowledge, there is no other firm offering a program like this in the country.

With all the information presented, we feel very comfortable recommending the Village of Glen Ellyn enter into a three year maintenance contract for the Cottage Avenue Water Tower, billed annually at \$68,423, for a total cost of \$205,269, to be expensed to corresponding fiscal years' Water Fund. A copy of the agreement has been reviewed by our Village Attorney and we are currently coordinating the incorporation of comments with USCI. We hope to have the final agreement ready for your packet next week, in advance of the April 14 Board Meeting.

CITY OF GLEN ELLYN, ILLINOIS
500,000 Gallon – Cottage Avenue Tower

**Schedule of Work and Fees for
Full Service Maintenance Program**

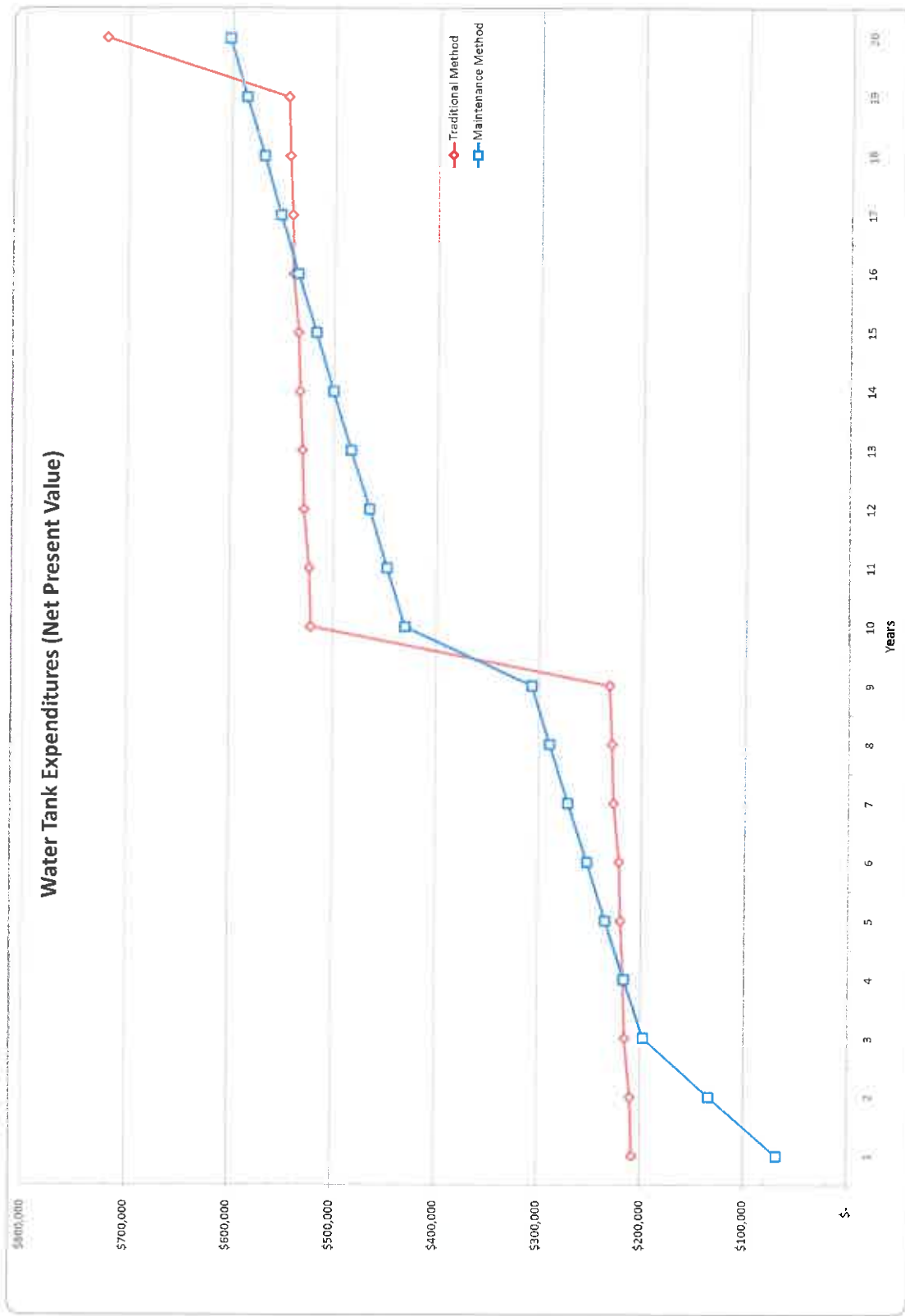
Option 1- Overcoat the Exterior & 3 Year Spread

	Year 1	Year 2	Year 3	Year 4
TANK	2008	2009	2010	2011
500,000 Gallon-SINGLE PEDESTAL COTTAGE AVENUE TANK	Renovations to all Steel Surfaces Recommended Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service	Washout Inspection Chem. Clean * Any Needed Repairs Emergency Service	Visual Inspection Any Needed Repairs Emergency Service
UR Paid in YR 1	\$164,116.00	\$20,577.50	\$20,577.50	\$21,672.00
3-YR Spread	\$68,423.00	\$68,423.00	\$68,423.00	\$21,672.00

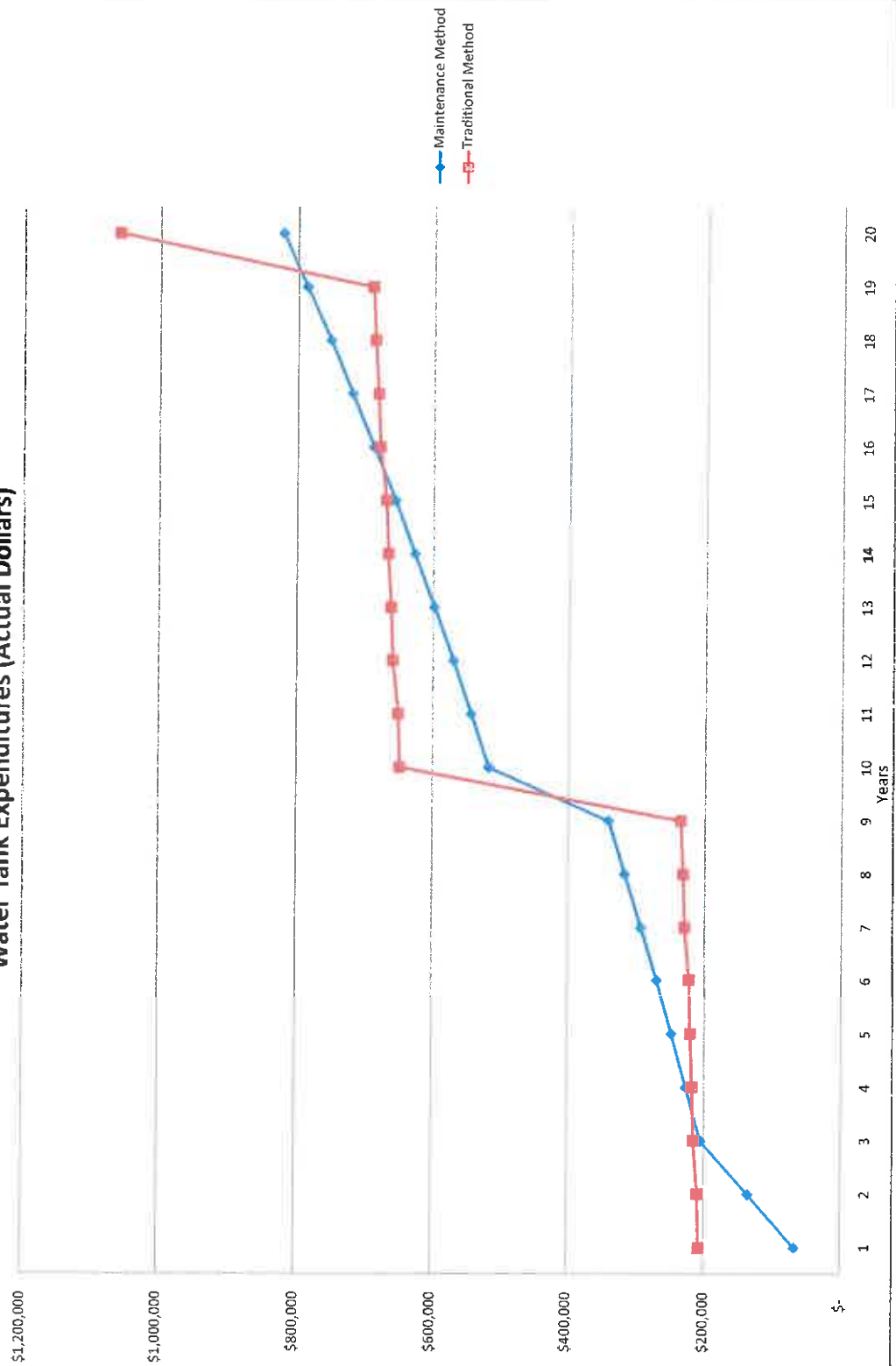
w/ WATER MIX	Add	Add	Add	Add
Solar Powered Mixer & Maintenance Prog.	\$16,500.00 +/-	\$16,500.00 +/-	\$16,500.00 +/-	\$4,500 +/-

Washout and visual inspection services shall continue as shown above on an alternating annual basis. Future exterior renovations shall be scheduled based on the needs identified during the annual inspections. As a general rule, the exterior must be, at a minimum, over coated approximately every eight to ten years and interiors renovated every ten to twelve years.

* The pricing above factors in using a chemical clean to remove Bio-film every other washout/inspection (starting in 2010).



Water Tank Expenditures (Actual Dollars)



A-8

2

MEMORANDUM

TO: Julius Hansen, Public Works Director
FROM: Bob Greenberg, Utilities Superintendent
DATE: September 16, 2013



RE: Recommendation to approve Newton Ave. Water Tower Maintenance Contract

Background

Glen Ellyn Public Works Utilities Division recommends moving forward with plans to enter into a professional service contract with Utility Service Company for services associated with maintaining the Newton Avenue Water Tower located at 69 Newton Avenue. The Newton Avenue Tower is one of two steel potable water storage assets owned by the Village of Glen Ellyn. The second tank, (a 500,000 gallon water spheroid) located on Cottage Avenue has been maintained since 2008 by Utility Service Company rendering favorable results via the same style procurement model contract that we propose approving for Newton Avenue Water Tower. The contract provides for a comprehensive: renovation, engineering, maintenance, repair and water quality management service contract with Utility Service Company at a fixed annual cost with perpetual warranty.

Issues

The Newton Avenue Tower is a 750,000 gallon elevated steel pedestal style tank built in 1954. It was last painted in 2005 using the traditional procurement model of hiring a tank industry engineering consulting firm to develop and put out for bid a contract for painting and maintenance services. An asset condition inspection of the tank in 2009 by Utility Service Company revealed premature coating failure to both the interior and exterior coating systems. The Village contacted the engineering firm and contractor to pursue corrective actions. Unfortunately, the failing of the paint coating was beyond the one year warrantee associated with the traditional procurement contract. A second asset condition inspection conducted in 2012 indicated that while the paint had not yet totally failed, it would be cost effective to address the coating failures before serious damage occurred to the steel tank. Acting to repair the peeling paint coatings proactively, as opposed to waiting for total failure saves the Village approximately \$200,000 in additional coatings costs associated with removal containment of the exterior coating and structural repairs to the steel tank due to impending corrosion damage of the interior tank surfaces.

Recommendation

Prior to making this recommendation to extend our current professional services contract with Utility Services to include a long term maintenance contract for Newton Avenue Water Tower, I advertised in the Daily Herald on August 31, 2013 a Request for Qualifications to find and rank responsible contractors that were capable of providing comparable maintenance and engineering services. RFQ's were sent out to the following three tank maintenance companies: Pittsburgh Tank & Tower Company of Henderson, Kentucky, Water Tower Maintenance Company of Grove, Oklahoma and Utility Services of Perry, Georgia.

In addition, RFQ's were sent out to the following three Engineering firms: Dixon Engineering of Hales Corners, Wisconsin, Tank Industry Consultants of Bolingbrook, Illinois and Fehr – Graham Engineering of Rochelle, Illinois. The sealed RFQ's were due 9-13-13. The results were as follows: Dixon Engineering indicated that their company could not provide the services of the RFQ. Utility Services responded in full to the RFQ. No additional RFQ responses from engineering firms or tank maintenance contractors were received.

Fifteen separate criteria within the RFQ were rated 1 through 10 with a total score of 150 possible points. Utility Services scored 138 points. A copy of the Village of Glen Ellyn's RFQ document with Utility Services ranking, the advertisement, and highlights from Utility Services response to the RFQ are attached.

Utility Services Company is the sole source provider for the professional service contract under current consideration. The agreement provides unique value and saving to the Village and was custom designed for the Village of Glen Ellyn specifically for the maintenance needs of Newton Avenue Water Tower. The scope of services provides for the initial renovation of interior and exterior coatings, installation of a mixer to improve water quality, as well as structural repairs and upgrades to bring the tank into baseline compliance with AWWA guidelines. The cost for the above mentioned work is \$676,300. The contract also provides for water quality management services recommended by the IEPA such as regular washouts with approved chemical agents to remove bio-films from the tank interior surfaces.

The contract as presented spreads the payments for the upfront work done in the first year of painting the interior and exterior surfaces, providing structural repairs as needed and the installation of a vortex style mixer to improve water quality over five years at a cost of \$135,260 per annum. In year six the agreement becomes an annual renewable or cancellable agreement and the payment decreases to \$53,083 per annum. The rate remains the same for year seven and eight. In the ninth year and every third year thereafter the contract is renegotiated and will not increase anymore than 5%. This type of procurement allows the Village to flatten and plan the annual budget expenditures associated with the specialized maintenance of water towers while providing a perpetual warrantee on both coatings and repairs for the life of the tank.

Since 2008 the Village has enjoyed a similar contractual maintenance agreement with Utility Services for the painting and maintaining of Cottage Avenue Water Tower. As part of the original 2008 Cottage Avenue Utility Services contract development, Civil Engineer Jeff Perrigo, created a twenty year life cycle analysis that compared Utility Service's Management Program to a traditional procurement model. The amount quoted in 2008 to paint Cottage Avenue Water Tower was \$164,116. Jeff prepared two graphs showing actual dollar cost for both methods over a twenty year life cycle, as well as a comparison of both methods over twenty years in present dollars. The analysis indicated that going with Utilities Service maintenance program for Cottage Avenue Water Tower saved the Village over \$131,000 over ten years and nearly \$238,000 over twenty years.

Utility Services Company, based in Perry, Georgia is the largest water tank maintenance company in the world. They maintain over 5,000 tanks owned by 2,000 municipalities. Our relationship with this company has been stellar. They have been instrumental in providing engineering services on behalf of Glen Ellyn Public Works and Planning and Development to review cellular installations at Cottage Avenue Water Tower. Most recently when we experienced low chlorine residual at Wilson Avenue Reservoir they responded within one day of us draining the reservoir to successfully clean and treat the reservoir walls with IEPA approved bio-film removing chemical agents.

Action Requested

Please approve and sign the attached contract document with Utility Service Company of Perry, Georgia to enter into a five year contract to paint the interior and exterior of the water tower, install a vortex style mixer and provide maintenance services and cleaning as needed at a cost of \$135,260 per annum over five years. Please expense the first year contract amount of \$135,260 to Capitol Projects account #50100-580100.

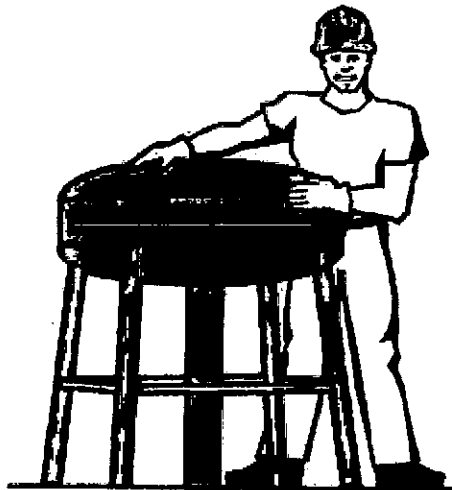
Attachments

Page 8-48 of FY-14 Water Fund Budget foot note #12
Utility Service Maintenance Contract
Seven year cost graphic
RFQ advertisement
RFQ document
Highlights of Utility Services RFQ response

d. 2013 Street Improvements Project (#13005) – Construction and field engineering costs of water improvements needed for roadway resurfacing or substantial reconstruction of Country Club Lane; Grandview, Smith to Hill; Brandon, Hill to Ridgewood; Miller Court; and Cranston Court.	\$400,000
e. Roosevelt Road Water Main Replacement (#13008) – Design and construction costs for the first phase of a multi-year project to replace water main on IL Route 38 from the Wheaton border to Route 53.	\$710,000
f. Newton Water Tank Recoating – Year ^{one} Two of five higher payments to Utility Service Company in a long-term arrangement for maintenance of the Newton Avenue elevated tank. The payments cover distributed costs for tank improvements and recoating to be performed in 2013.	\$128,000
g. Village Links Clubhouse Renovation – In 2012 the Capital Improvements Commission recommended that Water, Sanitary Sewer and Capital Project Funds be used in two equal increments over the next two fiscal years, in a not-to-exceed amount of \$550,000, for clubhouse renovations involving water main rehabilitation; sanitary sewer replacement; Winchell Way and parking lot paving; Winchell Way street lights; parking lot lights; and Winchell Way sidewalk and bike path. The Water Fund contribution will be made in FY14	\$75,000
h. Hill Avenue Water Main Extension Project – Costs to construct the crossing of water and sanitary sewer mains under the Union Pacific Railroad tracks between Crescent and Hill Avenue near newly annexed properties on the far east end of Hill Avenue.	\$250,000
i. Design Engineering – Funding to accommodate design engineering for capital projects anticipated in the coming years. Please refer to the Capital Improvements footnotes section for more complete project descriptions.	0
1. North Park Boulevard Rehabilitation STP Project (#13001) – Phase II engineering expenses for the detailed design of water system improvements in the project corridor.	\$20,000
2. Crescent Boulevard Reconstruction STP Project (#13002) – Phase II engineering expenses for the detailed design of any required water system modifications associated with the project to reconstruct Crescent between Park and Lake.	\$10,000
3. 2014 Street Improvements – Engineering related to needed water system replacements and upgrades associated with planned 2014 street rehabilitation projects.	\$65,000
Total budgeted for FY13/14:	\$2,338,000

Utility Service Co., Inc.

Water Tank Maintenance Contract



**Owner: Village of Glen Ellyn
Glen Ellyn, Illinois**

Tank Size/Name: 750,000 Elevated – Newton Tank

Location: Newton Avenue

Date Prepared: June 17, 2013



535 Courtney Hodges Blvd
P O. Box 1350
Perry, Georgia 31069
tel. 478-987-0303 800-223-3695
fax: 478-987-2991
www.utilityservice.com

WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between **Village of Glen Ellyn**, whose business address is **30 South Lambert Road, Glen Ellyn, Illinois 60137** (hereinafter, the "Owner") and **Utility Service Co., Inc.**, whose business address is **Post Office Box 1350, 535 Courtney Hodges Boulevard, Perry, Georgia 31069** (hereinafter, the "Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **750,000 gallon water storage Tank** located at **Newton Avenue, Glen Ellyn, Illinois 60137** (hereinafter, the "Tank").

Article 1. Company's Responsibilities. The Company hereby agrees to perform the following services for the care and maintenance of the subject Tank:

A. Tank Maintenance Service.

1. The Company will annually inspect and service the Tank. The Tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
2. Biennially, beginning with the first washout-inspection, the Tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the Tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
3. The Company shall furnish engineering and inspection services needed to maintain and repair the Tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
4. The Company will clean and repaint the interior and/or exterior of the Tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water Tanks will be followed. Only material approved for use in potable water Tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting, the Company agrees to paint the Tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of **Illinois Environmental Protection Agency**, the **American Water Works Association**, and the **Society for Protective Coatings** as to surface preparation and coating materials.

5. A lock will be installed on the roof hatch of the Tank.
6. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank site.
7. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced.

B. Chemical Clean Service.

1. Every four (4) years, during washout-inspections, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces.
2. The Company will fresh water rinse the interior walls and floor surfaces to remove the cleaning agent and to dilute residual concentrations. The Company will also ensure that the rinse water is disposed of in on-site drainage.
3. Thereafter, the Company will complete the washout-inspection as outlined in Article 1.A.2.

C. Mixing System Installation and Service.

1. The Company shall install an active mixing system in the Tank. The particular unit that will be installed in the Tank is a PAX, NSF approved, active mixing system along with its component parts.
2. The Company will annually inspect and service the active mixing system. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition.
3. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.

D. Exhibit A

Exhibit A – Schedule of Work and Fees for Full Service Maintenance Program is attached hereto and incorporated herein by reference.

Article 2. Definition of Contract Year. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by Owner on April 17, 2007, Contract Year 1 for that contract would be April 1, 2007 to March 31, 2008, and Contract Year 2 for that contract would be April 1, 2008 to March 31, 2009 and so on.

Article 3. Contract Price/Annual Fees. The Tank shall receive an exterior renovation, mixing system install, and interior bio film removal washout and repairs, including full spot coating repair to interior surfaces prior to the end of Contract Year 1. The Tank shall receive an interior wet renovation prior to the end of Contract Year 5. The first five (5) annual fees shall be \$135,260.00 per Contract Year. The annual fee for Contract Year 6 and each subsequent annual fee shall be \$53,083.00 per Contract Year; however, in Contract Year 9 and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

Article 4. Payment Terms. The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable upon completion of the initial exterior renovation. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter; however, beginning in Contract Year 2, the annual fee can be paid either monthly, quarterly, semiannually, or annually. Owner shall circle the preferred billing frequency. If the Owner does not choose a preferred billing frequency, the Owner will be billed quarterly. Furthermore, if the Owner elects to terminate this Contract prior to remitting the first five (5) annual fees, then the balance for work completed shall be due and payable within thirty (30) days of the termination.

Article 5. Structure of Tank. The Company is accepting this Tank under program based upon its existing structure and components. *Any modifications to the Tank, including, but not limited to antenna installations, shall be approved by Utility Service Co., Inc., prior to installation or modification and may warrant an increase in the annual fee.*

Article 6. Environmental, Health, Safety, or Labor Requirements.

A. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the Tank site which cause an increase in the cost of Tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

B. Prevailing Wages. The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

Article 7. Excluded Items: This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at anytime during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; or (9) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

Article 8. Termination. The Owner shall have the right to continue this Contract for an indefinite period of time providing Owner makes payment of each annual fee in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attn: Customer Service, P.O. Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners. Any termination is subject to the terms of Article 4 hereinbefore.

Article 9. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract.

Article 10. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

Article 11. Insurance. The Company will provide the Owner with a current Certificate of Insurance evidencing its insurance coverage throughout the term of this Contract.

Article 12. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

Article 13. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

Article 14. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

Article 15. Visual Inspection Disclaimer. This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

This Contract signed this _____ day of _____.

OWNER:

COMPANY:

Village of Glen Ellyn

Utility Service Co., Inc.

By: _____

By: _____

Title: _____

Title: _____

Print Name: _____

Print Name: _____

Witness _____

Witness _____

Seal:

Seal:

Initial Renovation Specifications

Exterior Overcoat

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of a Tnemec compatible Series coating shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness.
5. One (1) full finish coat of a Tnemec compatible Series coating shall be applied to the complete exterior surfaces (100%) at the manufacturer's recommended thickness.
6. Retrace Logos.

Interior Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Epoxy or equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Finish Coat: One [1] complete finish coat of Tnemec Series N140 Epoxy or equivalent shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tank shall be sealed and made ready for service.

Repairs

1. Install interior ladder
2. Seal cathodic protection plates
3. Install stand- off tabs on one bowl beam so angle adaptors do not have to be used
4. Install PAX Active Mixing System
5. Install stand-off tabs on access ladder
6. Full spot coating repair to interior surfaces

EXHIBIT A - CITY OF GLEN ELLYN, ILLINOIS
750,000 Gallon - "Newton Avenue Tower"
Schedule of Work and Fees for Full Service Maintenance Program

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
2013	2014	2015	2016	2017	2018	2019
Pole sand roof peeling Install 2 full coats to the entire Exterior				New Interior Coating System		
Full Spot Repair of Interior Coatings	Any Needed Repairs	Chemical Clean Bio-film Removal	Any Needed Repairs	Any Needed Repairs	Any Needed Repairs	Chemical Clean Bio-film Removal
Recommended Repairs	Emergency Service	Any Needed Repairs	Emergency Service	Emergency Service	Emergency Service	Any Needed Repairs
Chemical Clean Bio- film Removal	Mixer Maintenance	Mixer Maintenance	Mixer Maintenance	Mixer Maintenance	Mixer Maintenance	Mixer Maintenance
Mixer Installation						
Emergency Service						
\$135,260	\$135,260	\$135,260	\$135,260	\$135,260	\$53,082	\$53,082

Washout and visual inspection services shall continue as shown above on an alternating annual basis. Future exterior renovations shall be scheduled based on the needs identified during the annual inspections. As a general rule, the exterior must be, at a minimum, over coated approximately ten to twelve years and interiors renovated every twelve to fourteen years.

The pricing above includes chemical clean to remove bio-film in year 1, and on alternating washout/inspections (every 4 - 5 years) beginning in year-3 2015. The owner is responsible for supplying 120VAC to the wet riser for PAX mixer.

LEGAL NOTICE

VILLAGE OF GLEN ELLYN

REQUESTS FOR QUALIFICATIONS

Sealed Requests for Qualifications (RFQ) will be received by the Village of Glen Ellyn Public Works at 30 S. Lambert Road, Glen Ellyn, IL 60137 until 3:30 PM September 13, 2013. The Village of Glen Ellyn, Illinois solicits RFQs for professional services to provide an annually renewable water tower asset management program. The professional services are to include, but not limited to: a custom designed GASB 34 compliant water tower asset management program, NASE certified engineering assessment, engineering review and project inspections of cellular antenna installations, chemical washouts, structural repairs, interior and exterior paint application, and installation and maintenance of a continuous active water mixing system.

For information regarding RFQ, contact Utilities Superintendent, Robert Greenberg, at 630-547-5517.

VILLAGE OF GLEN ELLYN

REQUEST FOR QUALIFICATIONS

For

**PROFESSIONAL SERVICES FOR WATER
STORAGE TANK ASSET MANAGEMENT AND
WATER QUALITY MANAGEMENT**

August 31, 2013

Village of Glen Ellyn
Public Works Department
30 S. Lambert Road
Glen Ellyn, IL 60137

:

GENERAL INFORMATION

PURPOSE

The Village of Glen Ellyn requests qualifications for professional services to provide potable water storage tank asset management programs and related water quality management services to assist with maintaining water quality within their distribution system. The professional services are to include, but are not limited to: a custom designed water storage tank asset management program, a custom designed continuous active water storage tank mixing system with ongoing maintenance and a custom designed water storage tank chemical cleaning program. The Village of Glen Ellyn desires to develop an ongoing collaborative partnership with the professional service provider to continually explore ways to manage the water storage tank assets in the most cost effective manner and manage the risks of maintaining water quality within their distribution system.

QUALIFICATIONS

The Village of Glen Ellyn desires to employ qualifications based selection process and will evaluate each respondents proposal using the RFQ evaluation criteria listed in this RFQ to rank each prospective respondent. The highest ranking respondents will then be interviewed to review and verify their qualifications. After selection of a provider for these professional services the Village of Glen Ellyn will negotiate with the professional services provider to finalize the scope of work, fees and specific contractual arrangements.

RFQ SUBMITTAL REQUIREMENTS

Information provided to the Village on qualifications must, at a minimum, include the following:

- 1) An informative narrative report introducing your Company.
- 2) The specialized experience and technical competence of the professional service provided with respect to potable water storage tank asset management programs, continuous (active) water storage mixing systems and chemical cleaning processes for the water storage tank. Include any specialized engineering review and project inspection of cellular installations.
- 3) Demonstration of the capacity and capability of the Company to perform and provide the work and services requested and to provide ongoing basic necessary maintenance.
- 4) The professional service provider's past record of performance and experience with respect to ability to meet deadlines, typical response time for service or starting of work, quality of work and quality assurance.
- 5) The proximity and location of the service provider's crews and management.
- 6) References from current and former clients. A list of systems that are currently being maintained by the proposer should be submitted. Include the Name of the System, Person of Contact, Telephone Number of Contact and Number of Tanks in the System under contract. Note: Respondents should be advised that the Village considers experience to be a fundamental component of the service requested.
- 7) A statement of qualifications and resume detailing the experience of all individuals should be listed along with their names and addresses of the individuals placed in charge for the administration of the terms and conditions of the contract. Summary resumes of all full time employees dedicated to technical services (engineers and N.A.C.E. certified employees) are mandatory.
- 8) Scope and level of insurance coverage.
- 9) Ability to begin work and implement a GASB 34 compliant tank asset management program, along with tank related (post treatment) water quality management services.
- 10) A copy of the State Contractor's License MUST BE included in the response to this RFQ.

Utility Service Perry, Georgia

EVALUATION CRITERIA

All professional service providers' responses to this RFQ will be evaluated and ranked in accordance with the following factors:

FACTORS

Ratings 0-10

Includes all ten (10) RFQ Submittal Requirements (mandatory for consideration)	<u>yes</u> no
1) Overall service provider's qualifications and experience	<u>9</u>
2) Experience with water storage tank asset management programs	<u>9</u>
3) Experience with continuous active tank mixing systems	<u>8</u>
4) Experience with chemical cleaning of water tanks and filter media	<u>9</u>
5) GASB 34 Compliance	<u>8</u>
6) Assignment of competent qualified staff	<u>10</u>
7) Commitment of sufficient staff and equipment to provide service	<u>10</u>
8) Ability to meet timetable for completion of work and implementation of service	<u>9</u>
9) Ability to provide ongoing maintenance and service	<u>10</u>
10) Proximity of staff and ability to provide service in timely manner	<u>10</u>
11) Ability to help with financial assistance through spreading of cost and/or funding	<u>9</u>
12) Insurance coverage and limits and statement of indemnification	<u>9</u>
13) Ability to assist with state regulatory compliance	<u>8</u>
14) Ability to provide in-house engineering review and project inspection of cellular installations	<u>10</u>
15) Completeness and detail of information requested	<u>10</u>
Total Points:	<u>138</u>
	Aug = 9.2

WAGE AND LABOR REQUIREMENTS

In calculating its bid hereunder, Contractor is advised that the Illinois Prevailing Wage Act may apply to the work set forth hereunder and to the Contractor. Accordingly, to the extent that the Act applies, Contractor shall comply with the provisions of the Act. Failure of Contractor to comply with the Act, including, but not limited to the inspection of records, and any rules or regulations promulgated by the State of Illinois with regard to the Act, can result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to such Contract cancellation. Contractor's bonds shall include such provision and will guarantee the faithful performance of such prevailing wage clause as provided by this contract. Contractor shall maintain accurate records of the names, occupations, and wages paid to each laborer, worker, and mechanic employed in connection with the work and either file certified payroll, as required by the Act, **or a letter setting forth the reasons for why Contractor is excused from having to file certified payroll with the Village of Glen Ellyn.**

SUBMITTAL INFORMATION

Responses to this RFQ must be submitted no later than 3:30 p.m. on September 13, 2013 clearly marked "RFQ RESPONSE" to the attention of Robert Greenberg, Utilities Superintendent. For more information, please contact Robert Greenberg at 630-547-5517.

**Village of Glen Ellyn
Public Works Department
30 S. Lambert Road
Glen Ellyn, Illinois 60137**

EXECUTIVE SUMMARY

UTILITY SERVICE CO., INC. (USCI) & WATER TANK MAINTENANCE

Since 1963, USCI has provided a full range of potable water tank maintenance services. Traditional maintenance options carry limited guarantees and warranties. As a result, maintenance is shared: the service provider *maintains* the tank for a specific need and the owner *maintains* future ownership risks.

In 1985, USCI initiated an option to permit the tank owner to transfer these future risks of ownership: the full service asset management maintenance program. Our background and experience with all tank styles and sizes permits us to comfortably accept all risks. Nationwide, we protect well over 5,000 tanks with our full service asset management maintenance program.

These long-term professional maintenance programs are naturally based on long-term relationships with our customers – relationships based on a partnership with a consultative philosophy as a means to solve problems.



USCI & THE VILLAGE OF GLEN ELLYN, IL

USCI has assessed the condition of the Newton Avenue Tank and has designed a customized Asset Management Program that will bring the tank into a baseline condition of compliance both structurally and operationally. Once this tank has been returned to a "like-new" condition that is compliant with OSHA, IEPA, and AWWA specifications the program described herein will ensure that it stays that way moving forward.

Under this GASB 34 Compliant, Professional Service Maintenance Agreement with USCI the Village retains ownership of the tanks, while spreading the continuous costs of ownership in a sustainable and "fixed" cost effective manner, and transferring the maintenance risks to the Company that is most "uniquely" qualified and capable of assuming those risks.

This Submittal document outlines the USCI Full Service Maintenance Program and our Water Quality Management Tools for Tank Owners that can be incorporated into this program. It also provides an overview of the vast resources we currently employ in providing this service to approximately 1,600 municipalities across the United States.

COMPANY INTRODUCTORY PROFILE

USCI serves the domestic potable water industry with a mission to...

provide comprehensive and highly valued solutions for potable water quality management through asset management programs for potable water tanks by the application of unique technologies and professional maintenance programs. We shall accomplish this by utilizing proven programs combined with the development of new and innovative products and services resulting in total solutions for the owners of potable water distribution systems.

Utility Service Co. Inc. began business in 1963 and covers most of the 48 contiguous states with plans to expand into remaining states. USCI's Corporate Headquarters, located at 535 Courtney Hodges Blvd., Perry, Georgia 31069, is the epicenter of ten service facilities strategically located nationally. Over forty sales representatives serve from their respective territorial sales offices.

The holding company for USCI, USG GA, LLC, has two operating divisions that specifically address the problems associated with potable water storage tanks:

- Utility Service Co., Inc. (USCI) through its full service asset management maintenance programs and branded product offering of WaterMix maintains potable water tanks and offers solutions for the entire water complex.
- Utility Service Communications Co., Inc. provides management services for water tanks utilized to house cellular antennas.

The above divisions operate autonomously – and as integrated units – with the USCI executive management team coordinating activities to ensure complete and complementary services for our customers.

USCI is by far the industry leader in water tank maintenance and pioneered the Water Tank Asset Management Program in 1985. In 25 years, USCI has grown to manage more than 5,000 water storage tanks in more than 1,600 communities under this asset management agreement. USCI also completed more than 1,000 renovations and 6,000 inspections in each of the years: 2009, 2010, 2011, and 2012.

USCI and its Affiliate companies now have over 4,300 employees and serve more than 13.2 million of the US population. With annual revenues of 1.2 billion and total assets of 2.5 billion, we bring a tremendous amount of experience and unprecedented financial stability to our customers.

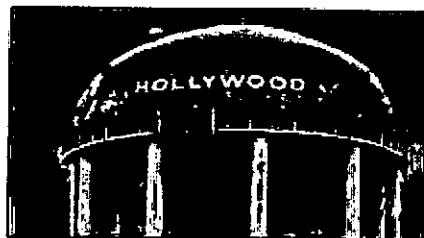
Our Storage Tank Asset Management Program means... no more surprises

DELIVERING PEACE OF MIND

Utility Service Group is the largest tank service firm in the United States. We created the Full Service Asset Management Program over 20 years ago to provide tank owners with comprehensive sustainable solutions to manage storage tank assets.

VALUE OF UTILITY SERVICE GROUP FULL SERVICE ASSET MANAGEMENT PROGRAM:

- GASB 34 Compliance
- Comprehensive, sustainable asset management program
- Renewable each year at tank owner's option
- Covers all aspects of tank asset mgmt. including engineering services and renovations
- Extends tank service life
- Flat annual fee eliminates unplanned expenditures
- Transfers rehabilitation risk



UTILITY SERVICE GROUP FULL SERVICE ASSET MANAGEMENT PROGRAM INCLUDES:

- Annual tank inspections with detailed reports - safety, sanitation, structure, security and coatings
- Evaluation and planning for short and long term maintenance needs
- Interior chemical cleaning and disinfection typically every two years
- Preventative maintenance to performed rehabilitation
- All future interior and exterior coatings
- Artwork and logo design and application
- Standby emergency services for immediate on call responses

USCI'S ASSET MANAGEMENT/MAINTENANCE PROGRAM FOR POTABLE WATER TANKS

THE CONCEPT: REGULAR AND SYSTEMATIC MAINTENANCE:

Since USCI has the responsibility to maintain the water tank from the date of contract signing, we mitigate our risk by performing a series of annualized tasks. Among these are annual inspections to determine the current condition of the water tank. Visual engineering inspections alternating annually with washout and disinfectant inspections are conducted by our highly trained personnel.

ANNUAL INSPECTIONS:

- Visual Engineering Inspections determine:
 - i. Conditions of the exterior and interior coatings.
 - ii. Compliance with all safety and sanitary regulations.
 - iii. Verification of the tank's structural integrity.
 - iv. Functionality of all security measures to protect the tank.
 - v. Needed repairs and touchups.

A detailed report with appropriate photographs of the inspection will be sent to the tank owner as soon as possible after completion of the inspection.

▪ Washout and Disinfection Inspections:

These detailed inspections also address the above five areas with emphasis on the tank's interior after draining for cleaning and disinfecting.

The tank owner is responsible for draining the tank. If requested, USCI will provide a pressure relief valve and technical assistance in planning for water availability during the tank's down time. USCI's crew removes all sediment and sludge that has collected in the tank and pressure washes accessible areas of the tank's interior. Once the tank has been cleaned, the crew completes most needed repairs and touch-ups. Should supplemental repairs be required, needed corrective actions are noted and scheduled for completion as soon as possible.

The final stage of this process is replacement of the man-way gaskets and disinfection of the interior per AWWA C652 Chlorination Method 2. The tank is now ready to be placed back in service and filled with water by the owner.

INSPECTION REPORTS:

A detailed report of the inspection findings together with appropriate photographs will be provided to the tank owner as soon as possible. This report documents the tank's conditions and provides proof of regulatory compliances for various state agencies.

REPAIRS: PERPETUAL TANK PROTECTION

In addition to the regular and systematic maintenance outlined above, we stand ready to provide needed repairs at any time with no additional charges. These repairs include any emergencies, repairs identified by the owner between our inspections, and repairs identified during inspections but not completed at the time of the inspection.

Scheduling needed repairs use the following criteria:

- Routine repairs within 30 days of identification of need.
- Emergency (crucial) repairs at once*.
- Graffiti:
 - Unsightly graffiti will be scheduled for paint over as soon as possible.
 - Offensive graffiti, by definition, is an emergency repair and will be rectified immediately.

FUTURE RENOVATIONS

The needs for tank coating renovations (interior and exterior) result from close examinations during the annual inspections. We notify the tank owner well in advance of our plans in order to ensure adequate time to make the tank ready for service as well as to consider the tank owners preferences re timing based on seasonal or other considerations. USCI provides a pressure relief valve as well as technical services to assist in planning for water availability during down time for the tank.

The exteriors and interiors will be cleaned and repainted at such time as complete repainting is needed for both the protection of the tank and cosmetic reasons. As a general rule, exterior renovations are projected every eight to ten years and interior renovations are projected every ten to twelve years. Painting touchups are routinely scheduled as needed during the systematic inspections.

These renovations and touchups come with the maintenance program without additional charges.

* Our intent is to respond within 24 hours when reported during a normal business day.

SECURITY MEASURES:

We install and maintain anti-climb devices on ladders and locks on the roof hatches to prevent unauthorized access by vandals or other intruders. Regular maintenance and replacements of screens prevent unwanted intrusion by insects, bugs, birds or other pests.

In addition, our maintenance reports – plus the backup records in our offices – provide useful data for state inspectors to demonstrate compliance to official regulations.

EASE OF BUDGETING:

Your total costs are defined in the contract; hence, you know in advance your costs for all maintenance activities for your water tank. As a reminder of these costs, we send budget year information annually to assist your budgeting efforts. In order to arrive in time for customers' budgeting efforts, these reminders are normally mailed to the tank owner six months prior to the beginning of their respective fiscal year.

Each tank qualifying for the maintenance program has a defined annual base fee unique to the specific tank. Should initial renovation or repairs be required to qualify an existing tank for the asset management maintenance program, the initial annual fees shall be adjusted with the initial renovation and repairs charges identified. Once paid, the fees revert to the base fee for that specific tank.

PEACE OF MIND:

The above benefits translate into peace of mind resulting from years of reliable and clean water tanks for the tank owner's water usage customers, their visitors and all elected and all appointed managers and officials. Peace of mind results from:

- One annual fee providing all the above benefits including resources to enable future renovations detailed in paragraph #3 above.
- Knowledge that your records are available "24/7/365" from our portal web-based access to monitor your tank service histories.

SUMMARY OF BENEFITS WITH USCI PROFESSIONAL SERVICE MAINTENANCE PROGRAM

In summary, the USCI Maintenance Program is a *Sustainable* approach to *Asset Management* procurement that will provide the Village of Glen Ellyn, IL with the following benefits:

1. Regular and Systematic Maintenance
2. Perpetual Tank Protection
3. Future Renovations
4. Security Measures
5. Fixed Maintenance Costs
6. Ease of Budgeting
7. Peace of Mind

COMPLIANCE WITH GASB 34 "MODIFIED APPROACH"

USCI FULL SERVICE WATER TANK MANAGEMENT MAINTENANCE PROGRAM IS GASB 34 COMPLIANT

Further testament to the program's effectiveness: USCI is the only company that allows our customers to meet and keep compliance with the GASB 34 modified approach for asset management. We satisfy GASB 34's requirements for the tank owner:

1. The use of an asset management system to maintain all aspects of tank maintenance,
2. On file documentation to show asset preservation at or above the initial declared condition level.

The American Public Works Association recommends the modified approach, as opposed to the traditional depreciation accounting system, because depreciation schedules are not required and assets net value can remain at higher levels.

In addition to providing the tank owner the option of choosing the modified approach for accounting, our full service asset management maintenance program provides additional distinct tangible benefits as described on the following pages.

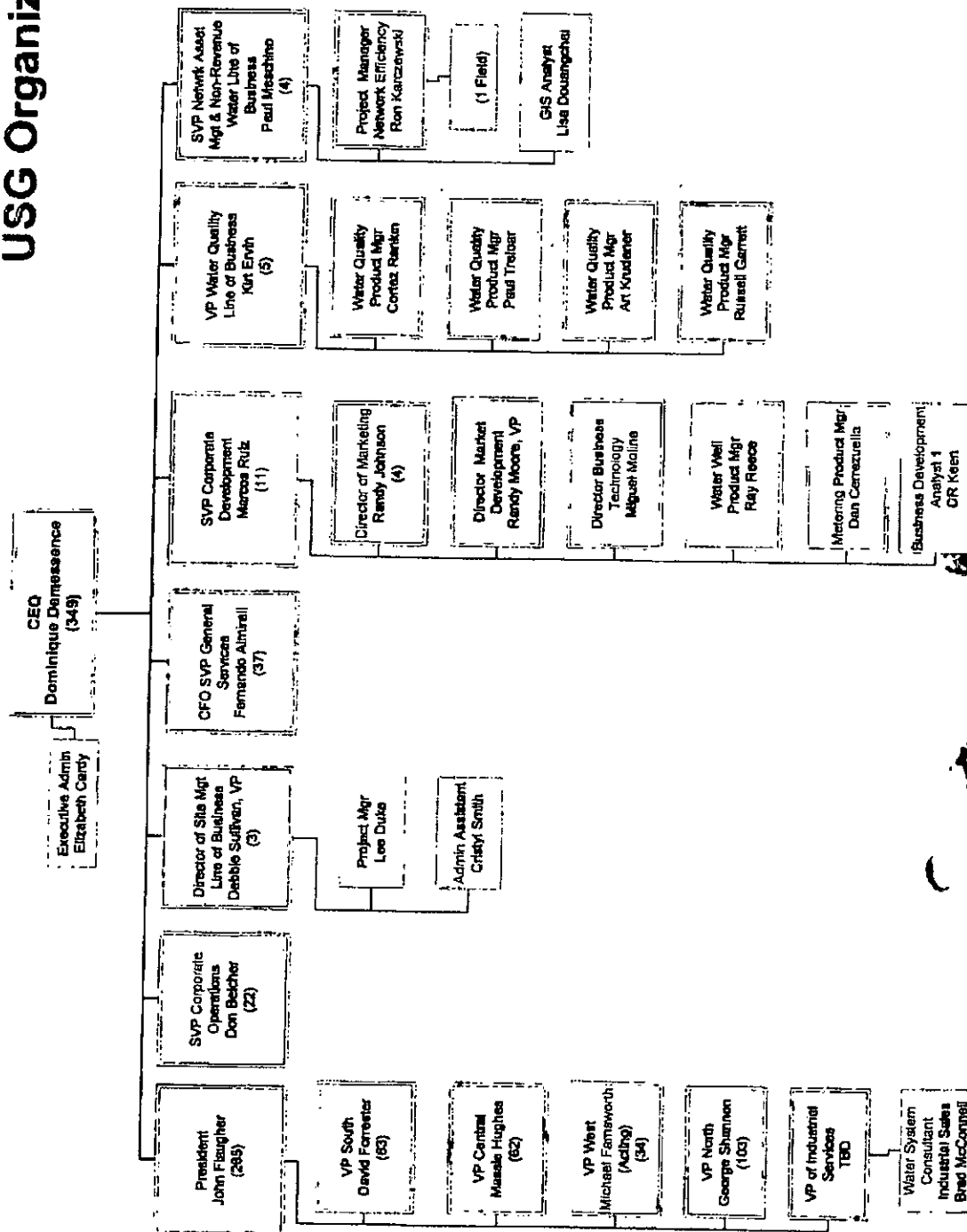
TANK MAINTENANCE RESOURCES

PEOPLE OF USCI

USCI employs over 300 individuals dedicated to managing and maintaining water storage tanks. Collaborative teams include highly qualified experts in accounting, project management and technology development.

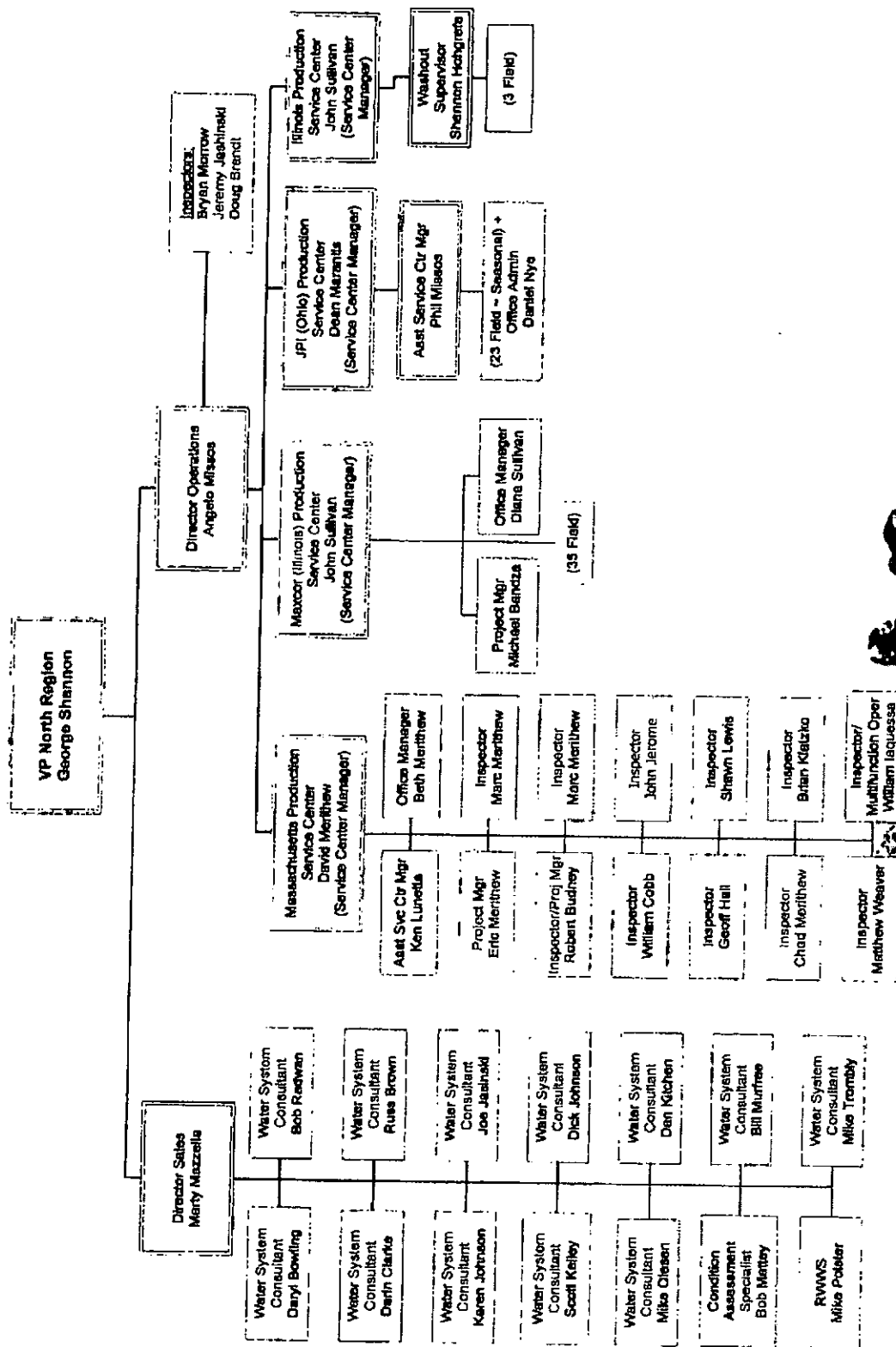
This section begins with organizational charts detailing personnel for USG Corporate & North Region Operations, Sales, and Support. It then presents a brief synopsis of credentials and backgrounds for some of our "in-house" engineers, field inspectors, and selected employees with industry specific qualifications.

USG Organization

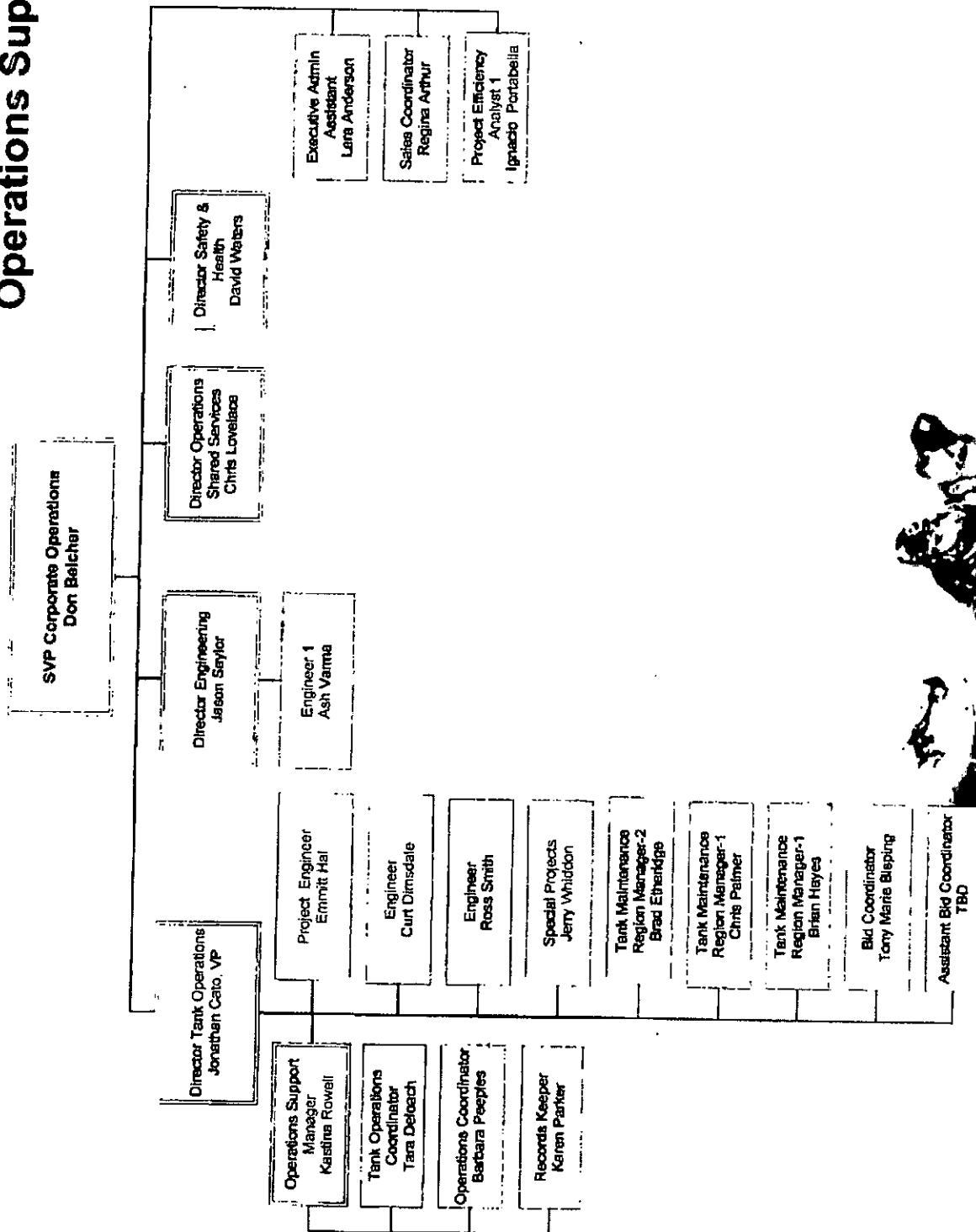


Revised June 24, 2013

North Region



Operations Support



IN-HOUSE ENGINEERS

The engineering department's responsibilities include creating renovation specifications for over 1,000 water tanks per year, inspection services, coatings performance review, and environmental compliance.

INDIVIDUAL AND EDUCATION:

POSITION AND BACKGROUND:

Jason Saylor ▪ B.S. Civil Engineering Pennsylvania State University	Director of Engineering * Construction / Environmental / Infrastructure * Public & Private Sector Clients
Jonathon Cato ▪ BS, Textile Engineering, Georgia Institute of Technology	Vice President, Director of Tank Operations ▪ General Manager, Contracting Division, USCI ▪ Thiele Kaolin Company, Chemical Process Engineer
Curt Dimsdale ▪ BS, Electrical Engineering, Southern Polytechnic & State University	Production Engineer ▪ Sales Representative ▪ Project Engineer ▪ COMMTECH, Inc., Field Engineer, Project Manager ▪ Blue Moon BMW Motorcycles, General Manager
Kirt Ervin, P. E. ▪ BS, Civil Engineering, Washington University	Director – Key Accounts ▪ St. Louis County Water Company, System Operations Engineer ▪ Production Engineer
David Forrester ▪ BS, Civil Engineering, Georgia Institute of Technology	VP Southern Region ▪ Vice-President Operations, Utility Service Communications, Inc. ▪ K. T. Mining Inc., General Manager
Arthur Krudener, P. E. ▪ BS, Civil Engineering, Clemson University	Water Quality Products Manager ▪ Ridge Runner Painting Co., General Manager ▪ Brown Steel, Contracting Engineer ▪ Corpro Companies, Inc., Co-Founder & Regional Manager ▪ Pittsburgh Des Moines Steel Company, District Sales Manager
Ross Smith ▪ BS, Civil Engineering, Southern Polytechnic & State University	Production Engineer ▪ Harcon Inc., Project Manager ▪ C. W. Matthews Contracting Co., Inc., Project Engineer
Rob Weaver ▪ BS, Industrial Engineering, Southern Polytechnic & State University ▪ Industry Specific Education ^{*(see footnote)}	Engineering Technical Manager ▪ Hargis Railcar, Engineering Manager ▪ Meadows Barnett, Engineering Project Manager

* SSPC-C-3 Competent Person Certified for De-leading Industrial Structures; Certified in Lead Exposure in Construction; Lead Certified in VA, MD, MO, LA, IN; Certified in Radio Frequency and Microwave Radiation; Certified in T-11 Rigging and Staging of Industrial Structures; Certified in Lead Abatement – St. Louis University; ITC Certified for Lead Abatement Project Designer

FIELD INSPECTORS

USCI accepts full responsibility of water storage tanks accepted in our full service maintenance program. Hence, we have developed a dedicated professional group of inspectors reporting to our Engineering Technical Manager.

This group is responsible for the quality of maintenance and renovation work performed. Because we have long-term obligations, we must ensure the highest quality work from both our perspective as well as the customers' viewpoint.

Hence, our inspectors display a high standard of excellence to demand quality work from the crews actually working on the tank. These inspectors' high standards result from training and many years of experience.

ALPHABETICAL LISTING BY STATES

INSPECTOR	AREAS OF RESPONSIBILITY	YEARS OF EXPERIENCE
Doug Brandt	IL, MO, KY, TN, WI, IN, OH, VA	5
Dan Burgess	AZ, CA, NM	1
Doug Byrd	GA, AL, SC, TN, FL	23
Tony Garner	AZ, CA, NM	15
Scott Harris	MS, LA, AR, TN, AL	27
Gene Holder	AR, LA, MS	10
Caleb Jackson	AR, LA	2
Jeremy Jashinski	WI, MI, MN, IA	3
Craven Knight	FL	8
Keith Landrum	TX, NM, LA	40
Bryan Morrow	FL, GA, AL, OH, PA, DE and NJ	10
Jamie Murray	NC, SC, VA, MD, PA, DE	10
Gary Pace	TX	30
Larry Palmer	GA, AL, MS, SC, NC, TN, VA, FL	11
Mark Paul	KS, CO, MO, AR, NE, OK	8
Clint Pritchard	NC, SC, TN, VA, PA, MD, KY, DE	4
James Reinneck	IL, MO, IA, IN	8
Josh Waid	GA, AL, SC, TN, FL	5
Jerry Whiddon	Special Projects	31
Mike Winkler	IL, MO, IA, TN, MI, OH	1

NORTHEASTERN STATES

INSPECTOR	AREAS OF RESPONSIBILITY	YEARS OF EXPERIENCE
William Cobb	CT, MA, ME, NH, NJ, NY, PA, RI, VT	6
Goeffrey Hall	CT, MA, ME, NH, NJ, NY, PA, RI, VT	24
Craig Henderson	CT, MA, ME, NH, NJ, NY, PA, RI, VT	5
Kenneth Lunetta	CT, MA, ME, NH, NJ, NY, PA, RI, VT	30
Chad Merithew	CT, MA, ME, NH, NJ, NY, PA, RI, VT	10
David Merithew	CT, MA, ME, NH, NJ, NY, PA, RI, VT	32
Marc Merithew	CT, MA, ME, NH, NJ, NY, PA, RI, VT	28
Ryan Simpson	CT, MA, ME, NH, NJ, NY, PA, RI, VT	1

EMPLOYEES WITH INDUSTRY SPECIFIC QUALIFICATIONS

Many USCI employees have special credentials from both training, e.g. NACE/ASTM certification, and practical experience achieved from work within the industry. All these employees are available to assist others for any special situation or circumstance.

NACE/ASTM CERTIFICATION

INDIVIDUAL	CERTIFICATION	STATUS
Shane Bell	#27553	Level 2
Doug Brandt	#17697	Level 2
Dan Burgess	#27552	Level 2
Doug Byrd	#17409	Level 2
Billy Cobb	#27243	Level 1
Kirt Ervin	#17354	Level 3 - Certified
Tony Gamer	#17359	Level 2
Geoffrey Hall	#10144	Level 3 - Certified
Bill Hammond	#7839	Level 3 - Certified
Scott Harris	#17703	Level 1
Craig Henderson	#27245	Level 3 - Certified
Gene Holder	#27247	Level 3 - Certified
Caleb Jackson	TBC	Level 1
Daren Jackson	#5084	Level 3 - Certified
Jackie Jackson	#27246	Level 3 - Certified
Tony Kyne	#27559	Level 2
Kenneth Lunetta	#3199	Level 3 - Certified
Dean Marantis	#25334	Level 1
Chad Merithew	#8874	Level 2
David Merithew	#3201	Level 1
Marc Merithew	#27561	Level 3 - Certified
Angelo Missos	#25335	Level 3 - Certified
Bryan Morrow	#9135	Level 3 - Certified
Jamie Murray	#17367	Level 3 - Certified
Robert O'Neil	#22072	Level 2
Gary Pace	#614	Level 3 - Certified
Mark Paul	#17706	Level 2
Clint Pritchard	#17409	Level 3 - Certified
Tommy Raye	#27563	Level 3 - Certified
James Reinneck	#27251	Level 3 - Certified
Jeff Simpkins	#24842	Level 3 - Certified
Ryan Simpson	#27564	Level 2
Andrew Smith	#27253	Level 3 - Certified
John Snodgrass	#17369	Level 3 - Certified
John Sullivan	#1275	Level 1
Josh Waid	#17429	Level 2
Rob Weaver	#17372	Level 3 - Certified
Nathan West	#24846	Level 3 - Certified
Jerry Whiddon	#17710	Level 2
David Williams	#17709	Level 2
Brad Winkeler	#27255	Level 3 - Certified
Michael Winkeler	#27565	Level 2

WATER INDUSTRY WORK EXPERIENCE

INDIVIDUAL	USCI POSITION	BACKGROUND
Tommy Angelle	Sales Representative, Louisiana	Louisiana Rural Water, Board of Directors. Carencro, LA, Mayor for 28 years.
Russ Brown	Sales Representative, Pennsylvania	Silver Springs Township Authority, PA, Chairman.
Dan Kitchen	Sales Representative, Southern Michigan	South Central Michigan Water Association, Chairman, President 2010 AWWA Young Professionals, Co-Chairman 2009 - 2011
Bob Matley	Sales Representative, Ohio	Village of Chauncey, OH, Mayor.
Randy Moore	Vice President, Specialty Products and Technical Services	Missouri Safe Drinking Water Commission, Served as Commissioner. Voting Member AWWA D102 Revision Task Force.
Michael Olesen	Sales Representative, Wisconsin	Watertown Water Commission, Manager for 21 years. AWWA, Committee Chair. George Warren Fuller Award recipient. Published three papers
Mike Polster	Sales Representative, Indiana	Board of Directors for Alliance of Indiana Rural Water
John Snodgrass	Sales Manager	AWWA Young Professionals, Iowa Rural Water Conference Committee
Mike Trombly	Sales Representative, Northern Michigan	Michigan AWWA Upper Peninsula Coordinating Committee, Chairman Michigan Rural Water Conference Committee

■ USCI PEOPLE ARE TRAINED FOR SAFETY

We work in a dangerous environment and recognize that safety is critical to our success and to the well-being of our employees. For these reasons the USCI safety program is top priority for our senior management.

David Waters, Safety Manager, leads our program, and we engage The Lovelace Group for consulting and to assist in the comprehensive annual OSHA training program. David Waters experience spans 20+ years with five years in tank building and tank painting and over 15 years in safety and fall protection including international assignments. Chris Lovelace, renowned in the industry, possesses world class qualifications.

All employees climbing and working on tanks while performing their duties are required to attend the ten hour annual training and to pass thorough examinations on the following topics:

- | | |
|-------------------------|------------------------------|
| ✓ Confined Space | ✓ Lead Exposure |
| ✓ CPR Techniques | ✓ Noise Protection |
| ✓ Electrical Safety | ✓ Radio Frequency Safety |
| ✓ Fall Protection | ✓ Respiratory Protection |
| ✓ First Aid | ✓ Toxic Metal Health Hazards |
| ✓ Flammable Liquids | ✓ Vehicle Safety |
| ✓ Hazard Communications | ✓ Working over Water |

FIELD PAINTING & SERVICE CENTERS

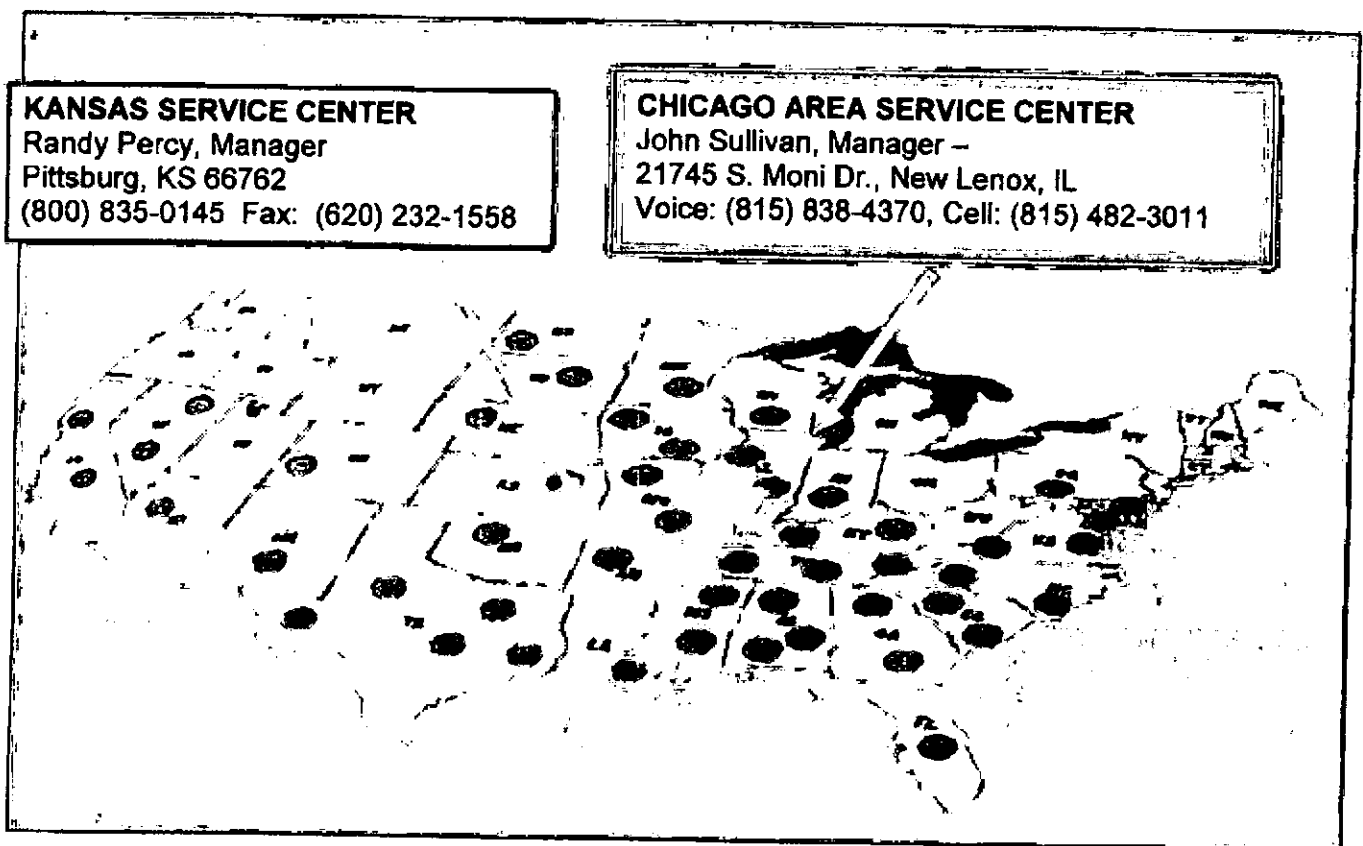
Field coatings provided by Utility Service Co., Inc. crews ensure the highest quality paint application possible. These experienced and fully trained crews perform all field surface preparation and painting services in accordance with the project specifications. A USL N.A.C.E. certified field inspector checks field blasting, priming and finish coat applications at critical phases to verify compliance with specifications.

The above crew's work will assure top quality in order to qualify the tank for the optimum full service tank asset maintenance program fee.

Ten service centers are strategically located in eight states around the country in order to serve all customers on a timely basis. These centers are located in Georgia, North Carolina, Texas [3], Kansas, Arkansas, California, Illinois and Maryland. These centers manage 107 paint crews, 26 washout crews, 17 certified welders and numerous highly qualified support staff.

The primary service centers supporting maintenance program work in Illinois are the "Northern Illinois" Service Center (in Lockport, IL) and the Pittsburg, Kansas Center respectively. Both are highlighted on the National Service Center map shown below.

Service Center Locations (marked on map below with ○)



Partial Reference List - USCI MP Customers - ILLINOIS

Customer Name	City	State	Customer Contact First Name	Customer Contact Last Name	# of Tanks on USC MP	Customer Since, Year	Telephone #
Village of Glen Ellyn, IL	Glen Ellyn	IL	Bob	Greenberg	1	2007	630-742-3260
Village of Franklin Park, IL	Franklin Park	IL	Joe	Lauro	2	2007	847-671-8253
City of Galva, IL	Galva	IL	David	Dyer	2	2006	309-932-2555
Village of Palatine, IL	Palatine	IL	Matt	Barry	4	2010	847-202-6960
Village of Gurnee, IL	Gurnee	IL	Tom	Rigwood	2	2006	847-599-6811
City of Savanna, IL	Savanna	IL	John	Lindeman	3	2005	815-273-2251
Village of Oak Lawn	Oak Lawn	IL	Ken	Ritter	1	2010	708-499-7746
Village of Forresteron, IL	Forresteron	IL	Al	Cruthis	1	2006	815-275-5528
City of Palos Park, IL	Palos Park	IL	Dan	Foster	1	2008	708-671-3722
Village of Stockton, IL	Stockton	IL	Dale	Roberts	1	2010	815-275-0647
Village of Watseka, IL	Watsaka	IL	Marvin	Dehlar	3	2006	815-432-2930
City of Decatur	Decatur	IL	Keith	Alexander	2	2008	217-424-2863
City of Glencoe, IL	Glencoe	IL	Tom	Weathers	1	2004	847-835-4183
City of Thomson, IL	Thomson	IL	Jeff	Ashby	1	2006	815-734-6425
City of Wataga, IL	Wataga	IL	Terry	Dredge	1	2003	309-371-9950
City of Mount Morris, IL	Mount Morris	IL	Greg	Unger	1	2007	815-734-6425
City of Bunker Hill	Bunker Hill	IL	Chris	Schlubohm	2	2002	618-585-3111
City of Metropolis	Metropolis	IL	J.K.	Thomas	5	2002	618-524-3445
Village of Waltonville	Waltonville	IL	Randy	Tepovich	1	2002	618-201-0390
City of Staunton	Staunton	IL	Hank	Fey	1	2005	618-635-2646
City of Highland	Highland	IL	Joe	Gellespie	3	2009	618-654-9321
Village of Pittsburgh	Pittsburgh	IL	Randy	Jones	1	2005	618-922-5283
City of Pana	Pana	IL	Don	Buerke	1	2008	217-823-1848
Hamilton County Water District	McLeansborough	IL	Dale	Biggerstaff	5	2003	618-643-4744

INSURANCE COVERAGE

The magnitude of the preceding jobs, crews and staff generate an enormous need for insurance resources. USCI utilizes the most reputable names in the industry – Travelers, Cincinnati and A. I. Specialty. Notably, our unmatched pollution liability coverage is \$10,000,000, an unprecedented sum for the industry.

Our insurance agent(s): Attn: Ms. Lindsay Eiler
Marsh USA, Inc.
P. O. Box 1966, 44 Whippany Road
Morristown, New Jersey 07962
973 401 5209

For pollutions Liability and Professional Liability:
Attn: Mr. Larry Roland
Senn, Dunn, Marsh and Roland, LLC
P. O. Box 9375
Greensboro, North Carolina 27429 – 0375
336 272 71



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/04/2013

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

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

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07962-1966 Attn: Morristown.csrrequest@Marsh.com Fax 212-948-0979	CONTACT NAME: PHONE: (A/C No. Ext): FAX: (A/C No.): EMAIL: ADDRESS:
INSURED UTILITY SERVICE CO., INC. P.O. BOX 1350 PERRY, GA 31069	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Prop. Casualty Co. Of America INSURER B: N/A INSURER C: Travelers Indemnity Co INSURER D: INSURER E: INSURER F:
100055-USG-GAWU-13-14	NAIC # 25674 N/A 25658

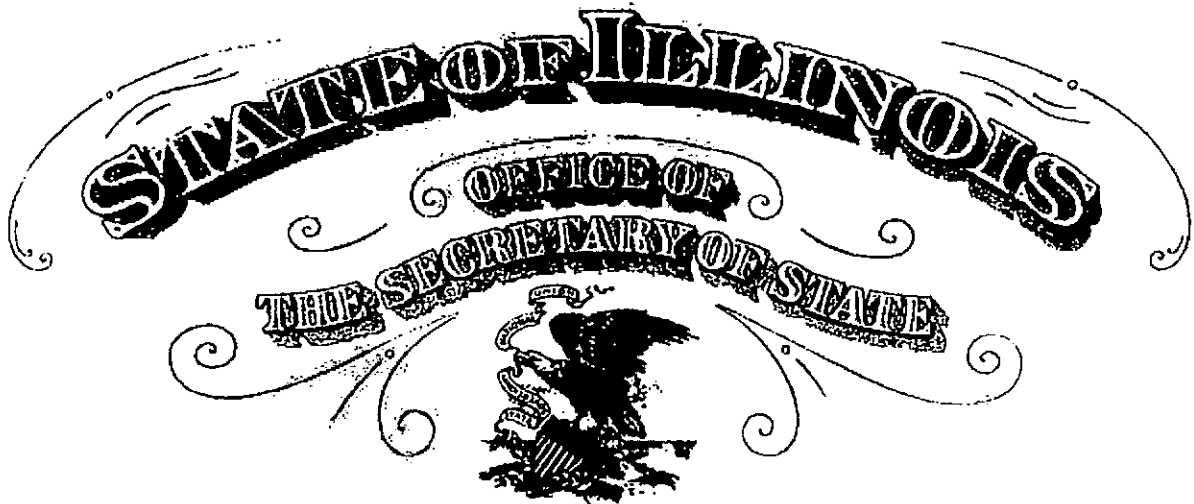
COVERAGES
CERTIFICATE NUMBER: NYC-005734274-13
REVISION NUMBER: 7

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC		TC2J-GLSA-650G2458-13	03/01/2013	03/01/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS HIRED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS		TC2J-CAP-752G2989-TIL-13	03/01/2013	03/01/2014	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB CED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	TC2J-UB-116D8243-TIL-13 (AOS) TRJ-UB-116D8255-IND-13 (AZ, MA, OR, WI)	03/01/2013 03/01/2013	03/01/2014 03/01/2014	X 1 WC STATUS- TORY LIMITS E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

CERTIFICATE HOLDER UTILITY SERVICE CO., INC. PO BOX 1350 PERRY, GA 31069	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

UTILITY SERVICE CO., INC., INCORPORATED IN GEORGIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON FEBRUARY 04, 2002, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1004201324

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

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 11TH day of FEBRUARY A.D. 2010 .

Jesse White

SECRETARY OF STATE

57a



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 5/24/2021 7:00 PM
Department: Public Works
Department Head:
Category: Contract
Prepared By:

AGENDA ITEM (ID # 2021-
1142)

DOC ID: 2021-1142

Pursuant to Section 1-10-2 (B), Authorize the Village Manager to Execute the Cartegraph Software Purchase Agreement #PA2844 with Cartegraph Systems Inc. of Dubuque, IA, Renewing the OMS software for Three Years in the Total Amount of \$170,416.68, to be Expensed to the Motor Fuel Tax Fund (Interim Public Works Director Buckley)

Statement of the Issue:

Public Works utilizes an asset management software system, Cartegraph, to facilitate many public works operations, management, and planning. This software requires periodic renewals to continue its use. Renewal of this contract is considered to be an authorized exception to competitive bidding, Section 1-10-2(B) as this is a specialized software that meets the needs of public works.

Analysis:

Work and asset management tools are essential for the efficiency of Public Works operations, management, and planning. Glen Ellyn Public Works has historically utilized a form of asset and work management processes. Current day Public Works has shifted from the old days of paper and blueprint plans to computer and GIS driven solutions. Public Works has utilized Cartegraph software in one form or another for over 17 years. Cartegraph is a work and asset management software specifically addressing the needs of Public Works. Glen Ellyn originally purchased Cartegraph as a sign asset tool in the early 2000's for tracking Glen Ellyn's 4000+ signs. When Glen Ellyn's tree data inventory software became unsupported, the data of 14,000+ trees was migrated to Cartegraph in 2009 using a versa tool application that allows the user to build custom apps. In 2011, Glen Ellyn purchased the work management module to replace the Access Database tool that was custom designed in house in 2000 that was no longer functional for Public Works. Since September of 2012, all Public Works' related requests, work orders, and time and equipment use have been recorded in Cartegraph. In June 2014, the Village Board approved the software migration from Cartegraph Navigator, a server based model, to

Cartegraph OMS, a web based model that has integrated GIS and mobility. The reasoning for this migration was: 1) that Navigator was cumbersome and expensive when linking with GIS, adding asset modules, utilizing in-field mobility, adding customer request applications and the need for increased licensing; and 2) the Navigator version of the software would require the Village to purchase a number of additional software licenses for GIS software from ESRI to deliver GIS functionality in Cartegraph. In May 2015, the Village Board approved years 2-5 of the current five year contract.

Cartegraph OMS is the data repository for the vast majority of Public Works operations and assets. Work and asset management tools provide essential reporting needs for Motor Fuel Tax, Tree City USA, and IEPA reporting as well as management and budgeting decisions in Public Works. Since the software upgrade to Cartegraph OMS in October 2014, Public Works has tracked all work management (requests, tasks, labor, equipment, etc.) and assets (trees, signs, water, and sewer) through the web-based software. This upgrade has provided multiple new options for both Public Works and the community: mapping is provided and linked with GIS so that assets, requests and tasks can be visually identified; mobility has been introduced to operations as crews have the ability to use tablets and rugged laptops in the field; and citizen requests can be made via computers, tablets or phones. Public Works expanded the use of Cartegraph OMS in 2015 as Plant Operation assets were implemented. There are now 35 assets tracked in OMS. In future years, Public Works plans to add additional assets and items (i.e., traffic signals, sidewalks, ADA ramps, sump pumps, fencing, walls, Streetscape furniture, etc.) to assist in tracking and maintaining infrastructure.

Public Works currently has 35 assets tracked, over 11,250 requests, and over 296,000 tasks in the Cartegraph system. The software is used to determine the useful life of assets and when to be replaced based on their predicted life expectancy, activities against the assets and the field experience. Cartegraph is utilized as the Public Works time tracking system, with every employee putting in time daily against multiple tasks. Last year an integration was created with MUNIS so that a report is now run and imported into MUNIS so that no time entry data is required in MUNIS and there are no manual errors reporting for payroll. Public Works has over 80 automations that were built internally to have the software be more efficient for staff by automatically creating tasks or filling data fields based on certain triggers set up to fire when certain filter requirements are met (i.e., when one task is closed with a certain activity named, create another task with a new activity name; or when a tree removal task is completed, change the tree class field from tree to stump, etc.) Cartegraph wants the software to work for the users and sets up websites where users can not only make suggestions for changes, but vote on them and influence the software developers.

Cartegraph has provided a three year contract renewal. This is their new contract process – 3 years instead of 5 with graduated yearly increase rather than flat pricing for the life of the contract. Over the last few years, Glen Ellyn has requested a test site for Cartegraph. This assists Glen Ellyn IT when making structure changes or working on PW requests both in keeping the production data base up and running while testing; and there is no need to incrementally

make changes in the live version to protect the data. Glen Ellyn also in the midst of implementing a new Customer Request Management System, SeeClickFix, who is a Cartegraph partner and integrated third party software SeeClickFix is more robust than the past CRM system, YourGOV, which was created by Cartegraph and had less flexibility and communication with requesters. Not only will Public Works be using this CRM, but so will other GE departments, especially Community Development. SeeClickFix requests integrate with Cartegraph, so PW will be still working in Cartegraph while responding to requests. Community Development will be using SeeClickFix directly to manage requests as they don't use the Cartegraph software for work management. As you can see in the graph below, these additional two items (test environment and SeeClickFix) added to the contract constitute 81% of the contract cost increase (\$12,455). Removing the cost of these Glen Ellyn requested add-ons, the base cost of the contract has a first year increase of 2.8% (\$1,161.22) followed by a 3% increase each of the subsequent year of the 3 year contract.

	OMS 2016-2021	OMS 2021-2024	Difference
Yearly Total	\$41,518.75	\$56,805.56 (yearly average)	\$15,286.81
Licenses	100 users	100 users	0
Customer Request Management System	\$2,745 (In House – now unsupported)	\$12,800 (Third Party Integration – SeeClickFix)	\$10,055
Test Site	\$0	\$2,400	\$2,400
Contract Length	5 years	3 years	2 years
Total Software Cost Increase without GE requested additions			\$2,831.81 (6.8% increase after a 5 year contract of no cost increase)
Base Contract Cost Increase First year 2021-22	\$41,518.75	\$55,134.97-\$12,455= \$42,679.97	\$1,161.22 (2.8%)

Budget Impact:

The Motor Fuel Tax Fund has \$27,000 budgeted and the Water & Sewer Fund has \$27,200 budgeted, for a total of \$54,300. This is within \$835 of the first year contract cost of \$55,134.97.

Action Requested:

Motion to approve and authorize the Village Manager to execute the Cartegraph Software Purchase Agreement #PA2844 with Cartegraph Systems Inc of Dubuque, IA renewing the OMS software for three years in the total amount of \$170,416.68.

Attachments:

1. PA-2844 Glen Ellyn Village of-IL 3 yr OMS renewal 050721



Village of Glen Ellyn

Cartegraph Solutions

Purchase Agreement

PA#: PA-2844
Date Prepared: 5/7/2021
Date of Expiration: 6/30/2021

For any questions or assistance, please contact:

Ryan Lucia
Account Manager
Phone: 563-557-3374
Mobile: +1 5866510059
Email: ryanlucia@cartegraph.com

Cartegraph Systems LLC
3600 Digital Dr
Dubuque, IA 52003-8962

<http://www.cartegraph.com>

Toll Free: (800) 688-2656
Phone: (563) 556-8120
Fax: (563) 556-8149

Purchase Agreement

Cartegraph Systems LLC is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between Village of Glen Ellyn (hereinafter referred to as "Village of Glen Ellyn", or "Customer") and Cartegraph Systems LLC (hereinafter referred to as Cartegraph). In the case that any terms or conditions provided in the Cartegraph Solutions Agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Cartegraph Solutions Agreement shall control.

CUSTOMER ADDRESS:

Village of Glen Ellyn
30 South Lambert Road
Glen Ellyn, IL
60137

LICENSEE ADDRESS:

Village of Glen Ellyn
30 S Lambert Rd
Glen Ellyn, IL
60137-6200

The following Addendums are attached to the Purchase Agreement and are incorporated by reference:

ADDENDUM A - SOLUTIONS SUPPORT

ADDENDUM B - Not Used

ADDENDUM C - SOLUTIONS AGREEMENT can be found at <https://www.Cartegraph.com/solutions-agreement>

ADDENDUM D - Not Used

ADDENDUM E - Not Used

ADDENDUM F - Not Used

Investment Summary

The following section describes Purchase Agreement line items for Customer's Solution. Based on the core needs that have been identified and understanding the organization's budgeting and funding cycle, Cartegraph is providing the following Solution configuration.

Term 1 - 7/1/2021 - 6/30/2022 - Subscription

No.	Product	Code	Quantity	Price
1	SCF City 20,000 - 29,999 (includes 20 SCF users)	SCC002	1	USD 12,800.00
1	OMS Plus	OMSPLS	1	USD 15,864.47
2	Facilities Domain	DOM001	1	USD 0.00
3	Sanitary Sewer Domain	DOM005	1	USD 0.00
4	Stormwater Domain	DOM007	1	USD 0.00
5	Walkability Domain	DOM009	1	USD 0.00
6	Water Distribution Domain	DOM010	1	USD 0.00
7	Integration Toolkit	OMSAPI	1	USD 823.50
8	Asset Builder	OMSABD	1	USD 549.00
9	Internal Requests	OMSIRQ	1	USD 274.50
10	Scenario Builder	OMSSCB	1	USD 823.50
11	OMS User	OMSUSR	100	USD 24,000.00
12	Flood Protection Domain	DOM003	1	USD 0.00
13	Parks & Recreation Domain	DOM004	1	USD 0.00
14	Signal Domain	DOM006	1	USD 0.00
15	Transportation Domain	DOM008	1	USD 0.00
Term 1 - 7/1/2021 - 6/30/2022 - Subscription TOTAL:				USD 55,134.97

Term 2 - 7/1/2022 - 6/30/2023 - Subscription

No.	Product	Code	Quantity	Price
1	SCF City 20,000 - 29,999 (includes 20 SCF users)	SCC002	1	USD 13,184.00
1	OMS Plus	OMSPLS	1	USD 16,340.39
2	Facilities Domain	DOM001	1	USD 0.00
3	Sanitary Sewer Domain	DOM005	1	USD 0.00
4	Stormwater Domain	DOM007	1	USD 0.00
5	Walkability Domain	DOM009	1	USD 0.00
6	Water Distribution Domain	DOM010	1	USD 0.00
7	Integration Toolkit	OMSAPI	1	USD 848.21
8	Asset Builder	OMSABD	1	USD 565.47
9	Internal Requests	OMSIRQ	1	USD 282.74

No.	Product	Code	Quantity	Price
10	Scenario Builder	OMSSCB	1	USD 848.21
11	OMS User	OMSUSR	100	USD 24,720.00
12	Flood Protection Domain	DOM003	1	USD 0.00
13	Parks & Recreation Domain	DOM004	1	USD 0.00
14	Signal Domain	DOM006	1	USD 0.00
15	Transportation Domain	DOM008	1	USD 0.00
Term 2 - 7/1/2022 - 6/30/2023 - Subscription TOTAL:				USD 56,789.02

Term 3 - 7/1/2023 - 6/30/2024 -
Subscription

No.	Product	Code	Quantity	Price
1	SCF City 20,000 - 29,999 (includes 20 SCF users)	SCC002	1	USD 13,579.52
1	OMS Plus	OMSPLS	1	USD 16,830.60
2	Facilities Domain	DOM001	1	USD 0.00
3	Sanitary Sewer Domain	DOM005	1	USD 0.00
4	Stormwater Domain	DOM007	1	USD 0.00
5	Walkability Domain	DOM009	1	USD 0.00
6	Water Distribution Domain	DOM010	1	USD 0.00
7	Integration Toolkit	OMSAPI	1	USD 873.66
8	Asset Builder	OMSABD	1	USD 582.43
9	Internal Requests	OMSIRQ	1	USD 291.22
10	Scenario Builder	OMSSCB	1	USD 873.66
11	OMS User	OMSUSR	100	USD 25,461.60
12	Flood Protection Domain	DOM003	1	USD 0.00
13	Parks & Recreation Domain	DOM004	1	USD 0.00
14	Signal Domain	DOM006	1	USD 0.00
15	Transportation Domain	DOM008	1	USD 0.00
Term 3 - 7/1/2023 - 6/30/2024 - Subscription TOTAL:				USD 58,492.69

Summary By Term - Includes Services & Subscriptions

Total Term 1	USD 55,134.97
Total Term 2	USD 56,789.02
Total Term 3	USD 58,492.69

Investment Notes:

- All pricing presented in this document is valid through the date of expiration. Any pricing concessions made are only applicable to this transaction and should not be assumed for future purchases.
- Purchasing the products presented in this document through any alternative procurement method other than that identified will require a revised price proposal which may include an associated price adjustment.
- Any applicable taxes are not included.
- Pricing does not include any applicable Esri ArcGIS licenses.
- All pricing is in U.S. Dollars (\$USD).
- Pricing is valid through 6/30/2021

Payment Terms and Conditions

In consideration for the Solutions provided by Cartegraph to Customer, Customer agrees to pay Cartegraph the Fees in U.S. Dollars as described below:

DELIVERY

Upon execution of this Purchase Agreement, Cartegraph will provide the Solution Subscriptions and/or Services as detailed in the Investment Summary.

SOLUTION SUBSCRIPTION INVOICING

Customer shall be provided with the ability to access and use the Solution Subscriptions upon execution of this Purchase Agreement. The payment for the initial term is due upon execution of the Purchase Agreement. Payment for any subsequent renewal terms will be due in annual installments 15 days prior to the anniversary of the initial term in the amount(s) that follow:

- Term 1: \$55,134.97
- Term 2: \$56,789.02
- Term 3: \$58,492.69

PAYMENT TERMS

- All payments are due Net 30 days from start date of invoice.
- All payments are to be in U.S. Dollars.

Acceptance

BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE CARTEGRAPH SOLUTIONS AGREEMENT. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PURCHASE AGREEMENT, THE CARTEGRAPH SOLUTIONS AGREEMENT, AND ALL OTHER AGREEMENTS AND ADDENDUMS SPECIFICALLY REFERENCED HEREIN.

Cartegraph Systems LLC:

By: _____
(Signature)

(Type or Print Name)

Title: _____

Date: _____

Village of Glen Ellyn:

By: _____
(Signature)

(Type or Print Name)

Title: _____

Date: _____

ADDENDUM A

Solutions Support

TECHNICAL SUPPORT

1. Campus – www.cartegraph.com/campus
Our User Assistance area is a convenient and easily shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by- step guides, videos, and more.
2. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050 and Live Chat
When questions need answers and difficulties arise, count on our industry- leading Support team to provide the guidance and assistance you need. Live Chat is available within the product or through Campus. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.
3. Secure, Live Remote Support
If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

TRAINING & EDUCATION SUPPORT

1. Convenient Online Resources
All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.
2. Customer Led User Groups
Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

RELEASES & UPGRADES

1. New Releases
Be the first to know about all new Cartegraph releases, enhancements, and upgrades. Cartegraph is continuously innovating and enhancing the Cartegraph OMS collection of products and as a customer with an active subscription, you will receive each new release of the software.
 1. Your cloud-hosted site will be automatically upgraded by our System Consultants after the release is available. This way, you'll experience increased system performance while gaining timely access to the latest features and functionality.
 2. For your on-Premises Installation, our Technical Consultants will work with your organization's IT staff to receive the latest software release in a timely manner. This way, you'll experience increased system performance while gaining prompt access to the latest features and functionality
2. Service Packs
A Service Pack consists of lower-severity bug fixes and/or small platform updates.
 1. If required, cloud-hosted sites will receive Service Packs as needed. These Service Packs are installed by the Cartegraph System Consultants.
 2. On-premises customers that contacted Cartegraph Technical Support about an issue that is resolved with the Service Pack, will be provided the service pack for installation. These on-premises customers can then schedule a time to install the Service Pack with our Technical Support team
3. Hot Fixes

If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.



**Glen Ellyn Village
Board**
535 Duane Street
Glen Ellyn, IL 60137

Meeting 5/24/2021 7:00 PM
Department: Community Development
Department Head: Staci Springer
Category: Ordinance
Prepared By: Kelly Purvis

**AGENDA ITEM (ID
2021-1145)**

DOC ID: 2021-1145

**Ordinance No. 6875, An Ordinance Amending Ordinance No. 6800
Which Approved a Variation from the Rear Yard Setback
Requirement to Allow a One-Story Addition on the Property
Located at 614 Roger Road (Community Development Director
Springer)**

Statement of the Issue:

See attached Memo.

Analysis:

Budget Impact:

Action Requested:

Attachments:

1. 20210517_614 Roger Rd Variation_VB Memo
2. 20210517_614 Roger Rd Variation_VB Ord
3. 1. Aerial Photo
4. 2. Ordinance No. 6800
5. 3. Approved Elevations - Previously Submitted
6. 4. 3D Models - Approved Addition - Previously Submitted
7. 5. Exhibit A - Draft Minutes ZBA May 11, 2021
8. 6. Exhibit B - Proposed Site Plan
9. 7. Exhibit C - Proposed Elevations (Updated)
10. 8. 3D Model - Proposed Addition (Updated)

MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Staci Springer, Director of Community Development
Kelly Purvis, Planning Manager

DATE: May 21, 2021

RE: *May 24, 2021 Village Board Meeting*
An Ordinance amending Ordinance No. 6800 to allow an addition with a rooftop deck to encroach into the rear yard setback on the property located at 614 Roger Road



Background

The petitioner, Daniel J. Simoneit, on behalf of Joseph and Jessica Charron, the owners of the property located at 614 Roger Road, is requesting approval of a variation from the Glen Ellyn Zoning Code to allow a rear yard of 29 feet three (3) inches where a rear yard of 40 feet is required for the construction of an addition with a roof top deck on their one-story single-family home. The addition is proposed to expand the livable floor area of the home from 2,289 square feet to 2,659 square feet.

The subject property is located on the west side of Roger Road, mid-block between the intersections with Clifton Avenue and Ellynwood Drive, in the R2 Residential District. The surrounding properties are also zoned R2 Residential District and are improved with single-family homes.

Public Hearing Summary

Notice of the remote public hearing was published in the Daily Herald on April 24, 2021. The owners of properties within 350 feet of the subject property were mailed notice of the public hearing and a placard was placed on the property. No one that was sent public notice attended the hearing to speak in favor or against the request and no comments were submitted in writing pertaining to the request.

The petitioner received approval of a variation to construct the 370 square foot addition to the rear of the home (Ord. No. 6800 is attached) on August 24, 2020. Since approval of the variation, the petitioner has updated the plans to include a rooftop deck. The degree of the variation will remain the same, but staff felt that the surrounding neighbors should be made aware of the change, the ordinance should be updated with the revised plans, and the ZBA and Village Board should have the opportunity to review the updated proposal. The variation approval was conditioned upon the construction of the project being in substantial conformance with the plans presented at the July 28, 2020 ZBA and August 24, 2020 Village Board meetings, which have been significantly altered to accommodate a rooftop deck over the addition. The previously approved elevations and models as well as the updated/proposed elevations and models are attached for the Village Board's review and consideration.

On May 11, 2020, the Zoning Board of Appeals conducted a remote public hearing to review the updated plans. The ZBA deliberated on the exact hardships or unique circumstances presented by the petitioner and property owners. They found that the following hardships or unique circumstances applied to this request: the home is a ranch-style home placed at an angle on the property rather than being most nearly parallel with the front lot line; the angled placement of the home on the property is due to the 11-foot grade change from the southwest (rear) of the property to the northeast (front) of the property; the grade change and angled placement of the home both limit possible locations for an addition to the existing home other than the location proposed; and the rear lot line has a break creating an obtuse angle away from the home resulting in an angled rear yard. These were the same hardships and unique circumstances identified for the original variation request. The ZBA felt that the hardships still applied in this case, and felt that the revision of the rooftop deck would not create any adverse effect to adjacent properties due to the unique topography on the site.

Recommendation

On May 11, 2021, the ZBA voted to recommend approval of the requested variation and revised plans by a roll call vote of five (5) “yes” and zero (0) “no”. Per this recommendation to approve, staff has prepared an ordinance to **approve** the requested variation.

Action Requested

The Village Board should consider the request, the recommendation offered by the Zoning Board of Appeals, and any further evidence or testimony presented at the Village Board Meeting and grant, deny or amend the request.

Attachments

- Draft Ordinance to Approve
- Aerial Photo
- Ordinance No. 6800
- Previously submitted elevations
- Previously submitted models
- Exhibit A – Draft Minutes of May 11, 2021, ZBA meeting
- Exhibit B – Site Plan
- Exhibit C – Elevations (updated)
- Updated models

CC: Daniel J. Simoneit, Architect and Petitioner
Joseph and Jessica Charron, Owners

X:\Plandev\BUILDING\ZBA\5. VARIATION BY ADDRESS\R\ROGER\Roger 614\4. Meeting Materials\2 VB\20210517_614 Roger Rd Variation_VB Memo.docx



Village of Glen Ellyn

Ordinance No. ____

**An Ordinance Amending Ordinance No. 6800
Which Approved a Variation
from the Rear Yard Setback Requirement
to Allow a One-Story Addition on the Property Located at
614 Roger Road, Glen Ellyn, IL 60137**

**Adopted by the
President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
This ____ Day of ____, 20__.**

Published in pamphlet form by the authority
of the President and Board of Trustees of the
Village of Glen Ellyn, DuPage County, Illinois,
this ____ day of ____, 20__.

PREPARED BY AND MAIL TO:

VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

Ordinance No. ____

**An Ordinance Amending Ordinance No. 6800
Which Approved a Variation
from the Rear Yard Setback Requirement
to Allow a One-Story Addition on the Property Located at
614 Roger Road, Glen Ellyn, IL 60137**

Whereas, Daniel J. Simoneit, petitioner on behalf of Joseph and Jessica Charron, owners of property at 614 Roger Road, Glen Ellyn, Illinois, which is legally described as follows:

LOT 57 (EXCEPT THE NORTH 20 FEET THEREOF MEASURED ON THE EAST LINE OF SAID LOT 57) AND THE NORTH 45 FEET OF LOT 58 (MEASURED ON THE EAST LINE OF SAID LOT 58 IN WRIGHTWOOD), BEING A SUBDIVISION OF PART OF SECTIONS 11 AND 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 1927 AS DOCUMENT 237389, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-12-110-011

has petitioned the President and Board of Trustees of the Village of Glen Ellyn for a variation from Section 10-4-8(D)(2) to allow a rear yard of 29 feet 3 inches where a rear yard of 40 feet is required for the construction of a one-story addition with a rooftop deck to an existing one-story principal structure on the property legally described herein above in the R2 Residential District; and

Whereas the Village Board of Trustees previously granted approval of a variation to allow the construction of the addition on the rear of the home to encroach into the rear yard setback through adoption of Ordinance No. 6800; and

Whereas, following approval of the variation request, the petitioner has revised their plans to include a rooftop deck on the addition; and

Whereas, the approval of Ordinance No. 6800 was conditioned upon the project being constructed in substantial conformance with the plans, exhibits and testimony presented at the July

28, 2020 Zoning Board of Appeals public hearing and the August 24, 2020 Village Board meeting; and

Whereas, upon submittal of a building permit application and construction drawings, staff found that the plans for construction were not in substantial conformance with the plans approved by the Village Board; and

Whereas, the petitioner has requested an amendment to Ordinance No. 6800 to allow the construction of the addition with a rooftop deck to encroach into the required rear yard to the same degree as was previously approved for the addition without a rooftop deck; and

Whereas, following due notice by publication in the Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250 feet of the subject property at least ten (10) days prior thereto, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Glen Ellyn Zoning Board of Appeals conducted a remote public hearing on May 11, 2021, at which the petitioner presented evidence, testimony, and exhibits in support of the variation request and zero (0) persons appeared in favor of the variation request and zero (0) persons appeared in opposition thereto; and

Whereas, based upon the evidence, testimony, and exhibits presented at the remote public hearing on May 11, 2021, the Zoning Board of Appeals adopted findings of fact and voted on a motion to recommend approval of the variation and revised plans, which carried by a roll call vote of five (5) “yes” and zero (0) “no”, resulting in a recommendation for approval as set forth in its Draft Minutes dated May 11, 2021, appended hereto as Exhibit "A"; and

Whereas, the President and Board of Trustees have reviewed the Draft Minutes of the May 11, 2021 Zoning Board of Appeals public hearing, attached hereto as Exhibit “A”, and the evidence presented at the aforementioned public hearing and have considered the findings of fact and

recommendations of the Zoning Board of Appeals; and

Whereas, the President and Board of Trustees make the following findings of fact:

- A. That the practical difficulties or particular hardships are that the home is a ranch-style home placed at an angle on the property rather than being most nearly parallel with the front lot line, and that the angled placement of the home on the property is due to the 11-foot grade change from the southwest (rear) of the property to the northeast (front) of the property, and that the grade change and angled placement both limit possible locations for an addition to the existing home other than the location proposed, and that the rear lot line has a break creating an obtuse angle away from the home resulting in an angled rear yard; and that these hardships were not created by any persons presently having an interest in the property; and
- B. That the variation, if granted, will not alter the essential character of the locality as the variation will allow for the construction of a one-story addition with a rooftop deck to an existing one-story principal structure that is otherwise compliant with the Zoning Code. The proposed addition is to the rear of the principal structure and will allow for the continued use of the property as a single-family residence; and
- C. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property since the owners intend to make this improvement to modernize their home and improve their present living conditions; and
- D. That the variation will not be detrimental to the public comfort, morals, and welfare or injurious to other property or improvements in the neighborhood in which the property is located since the use is permitted in the zoning district and the addition will be constructed in accordance with all applicable zoning code regulations other than the variation granted; and
- E. That the variation will not substantially increase the hazard from fire or other dangers to said property and not otherwise impair the public health, safety, or general welfare of the inhabitants of the Village since the addition will be constructed in accordance with all applicable building code regulations; and
- F. That the variation will not diminish or impair property values within the neighborhood; and
- G. That the variation will not unduly increase traffic congestion in the public streets and highways, as the traffic pattern on site will not be changed; and
- H. That the variation will not result in an increase in public expenditures or create a nuisance since this is an improvement to the existing single-family residential use in a residential zoning district; and
- I. That the variation is the minimum variation that will make possible the reasonable use of the land, building or structure as other alternative locations for the addition

on the property would either be cost prohibitive or require less desirable variations from the Zoning Code; and

Whereas, the President and Board of Trustees, based on the aforementioned findings of fact, find it appropriate to grant the variation as recommended by the Zoning Board of Appeals.

Now, Therefore, Be It Ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in exercise of its home rule powers, as follows:

Section One: The Draft Minutes of the May 11, 2021, Glen Ellyn Zoning Board of Appeals meeting, Exhibit "A" appended hereto, are hereby accepted, and the findings of fact and conclusions set forth in the preambles above are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section Two: Based upon the above findings of fact, the President and Board of Trustees hereby approve a variation from Section 10-4-8(D)(2) of the Glen Ellyn Zoning Code to allow a rear yard of 29 feet three (3) inches where a rear yard of 40 feet is required for the construction of a one-story addition with a rooftop deck, to an existing one-story principal structure in the R2 Residential District for the property located at 614 Roger Road, Glen Ellyn, Illinois, which is legally described as follows:

LOT 57 (EXCEPT THE NORTH 20 FEET THEREOF MEASURED ON THE EAST LINE OF SAID LOT 57) AND THE NORTH 45 FEET OF LOT 58 (MEASURED ON THE EAST LINE OF SAID LOT 58 IN WRIGHTWOOD), BEING A SUBDIVISION OF PART OF SECTIONS 11 AND 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 1927 AS DOCUMENT 237389, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-12-110-011

Section Three: This grant of variation is conditioned upon the one-story addition with a rooftop deck being constructed in substantial conformance with the testimony and exhibits provided at the May 11, 2021 Zoning Board of Appeals public hearing, including the site plan,

attached hereto as Exhibit “B” with a revision date of January 20, 2020, and the elevations, attached hereto as Exhibit “C” with a revision date of March 23, 2021.

Section Four: The Building and Zoning Official is hereby authorized and directed to issue building permits for the subject property, consistent with the variation granted herein, provided that all conditions set forth hereinabove have been met and that the proposed construction is in compliance with all other applicable laws and ordinances. This grant of variation shall expire and become null and void twenty-four (24) months from the date of passage of this Ordinance unless a building permit to begin construction in reliance on this variation is applied for within said twenty-four (24)-month time period and construction is continuously and vigorously pursued provided, however, the Village Board, by motion, may extend the period during which permit application, construction, and completion shall take place.

Section Five: The Village Clerk is hereby authorized and directed to cause a copy of this Ordinance approving the variation to be recorded with the DuPage County Recorder of Deeds.

Section Six: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form.

Section Seven: Failure of the owners or other party in interest or a subsequent owner(s) or other party in interest to comply with the terms of this Ordinance, after execution of said Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 10-10-18 "A" and "B" of the Village of Glen Ellyn Zoning Code.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois this _____ day of _____.

Ayes:

Nays:

Absent:

Approved by the Village President of the Village of Glen Ellyn, Illinois this _____ day
of _____.

Village President

Attest:

Village Clerk

AFFIX VILLAGE SEAL

(Published in pamphlet form and posted on the _____ day of _____, 20____.)



Map created on July 22, 2020.

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FRED BUCHOLZ, RECORDER
DUPAGE COUNTY ILLINOIS
09/11/2020 09:42 AM



DOCUMENT # R2020-102270

Village of Glen Ellyn

Ordinance No. 6800

An Ordinance Approving a Variation
from the Rear Yard Setback Requirement
for a One-Story Addition on the Property Located at
614 Roger Road, Glen Ellyn, IL 60137

Adopted by the
President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
This 24 Day of August, 2020

Published in pamphlet form by the authority
of the President and Board of Trustees of the
Village of Glen Ellyn, DuPage County, Illinois,
this 25 day of August, 2020.

PREPARED BY AND MAIL TO:
(VILLAGE OF GLEN ELLYN)
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

Ordinance No. 6800

**An Ordinance Approving a Variation
from the Rear Yard Setback Requirement
for a One-Story Addition on the Property Located at
614 Roger Road, Glen Ellyn, IL 60137**

Whereas, Daniel J. Simoneit, petitioner on behalf of Joseph and Jessica Charron, owners of property at 614 Roger Road, Glen Ellyn, Illinois, which is legally described as follows:

LOT 57 (EXCEPT THE NORTH 20 FEET THEREOF MEASURED ON THE EAST LINE OF SAID LOT 57) AND THE NORTH 45 FEET OF LOT 58 (MEASURED ON THE EAST LINE OF SAID LOT 58 IN WRIGHTWOOD), BEING A SUBDIVISION OF PART OF SECTIONS 11 AND 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 1927 AS DOCUMENT 237389, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-12-110-011

has petitioned the President and Board of Trustees of the Village of Glen Ellyn for a variation from Section 10-4-8(D)(2) to allow a rear yard of 29 feet 3 inches where a rear yard of 40 feet is required for the construction of a one-story addition to an existing one-story principal structure on the property legally described herein above in the R2 Residential District; and

Whereas, following due notice by publication in the Daily Herald not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all property owners within 250 feet of the subject property at least ten (10) days prior thereto, and following the placement of a placard on the subject property not less than fifteen (15) days prior thereto, the Glen Ellyn Zoning Board of Appeals conducted a remote public hearing on July 28, 2020, at which the petitioner presented evidence, testimony, and exhibits in support of the variation request and zero (0) persons appeared in favor of the variation request and zero (0) persons appeared in opposition thereto; and

Whereas, based upon the evidence, testimony, and exhibits presented at the remote public hearing on July 28, 2020, the Zoning Board of Appeals adopted findings of fact and voted on a motion to recommend approval of the variation, which carried by a roll call vote of six (6) "yes" and zero (0) "no", resulting in a recommendation for approval as set forth in its Draft Minutes dated July 28, 2020, appended hereto as Exhibit "A"; and

Whereas, the President and Board of Trustees have reviewed the Draft Minutes of the July 28, 2020 Zoning Board of Appeals public hearing, attached hereto as Exhibit "A", and the evidence presented at the aforementioned public hearing and have considered the findings of fact and recommendations of the Zoning Board of Appeals; and

Whereas, the President and Board of Trustees make the following findings of fact:

- A. That the practical difficulties or particular hardships, being that the home is a ranch-style home placed at an angle on the property rather than being most nearly parallel with the front lot line, and that the angled placement of the home on the property is due to the 11-foot grade change from the southwest (rear) of the property to the northeast (front) of the property, and that the grade change and angled placement both limit possible locations for an addition to the existing home other than the location proposed, and that the rear lot line has a break creating an obtuse angle away from the home resulting in an angled rear yard, were all not created by any persons presently having an interest in the property; and
- B. That the variation, if granted, will not alter the essential character of the locality as the variation will allow for the construction of a one-story addition to an existing one-story principal structure that is otherwise compliant with the Zoning Code. The proposed addition is to the rear of the principal structure and will allow for the continued use of the property as a single-family residence; and
- C. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property since the owners intend to make this improvement to modernize their home and improve their present living conditions; and
- D. That the variation will not be detrimental to the public comfort, morals, and welfare or injurious to other property or improvements in the neighborhood in which the property is located since the use is permitted in the zoning district and the addition will be constructed in accordance with all applicable zoning code regulations other than the variation granted; and

- E. That the variation will not substantially increase the hazard from fire or other dangers to said property and not otherwise impair the public health, safety, or general welfare of the inhabitants of the Village since the addition will be constructed in accordance with all applicable building code regulations; and
- F. That the variation will not diminish or impair property values within the neighborhood; and
- G. That the variation will not unduly increase traffic congestion in the public streets and highways, as the traffic pattern on site will not be changed; and
- H. That the variation will not result in an increase in public expenditures or create a nuisance since this is an improvement to the existing single-family residential use in a residential zoning district; and
- I. That the variation is the minimum variation that will make possible the reasonable use of the land, building or structure as other alternative locations for the addition on the property would either be cost prohibitive or require less desirable variations from the Zoning Code; and

Whereas, the President and Board of Trustees, based on the aforementioned findings of fact, find it appropriate to grant the variation as recommended by the Zoning Board of Appeals.

Now, Therefore, Be It Ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in exercise of its home rule powers, as follows:

Section One: The Draft Minutes of the July 28, 2020, Glen Ellyn Zoning Board of Appeals meeting, Exhibit "A" appended hereto, are hereby accepted, and the findings of fact and conclusions set forth in the preambles above are hereby adopted as the findings of fact and conclusions of the corporate authorities of the Village of Glen Ellyn.

Section Two: Based upon the above findings of fact, the President and Board of Trustees hereby approve a variation from Section 10-4-8(D)(2) of the Glen Ellyn Zoning Code to allow a rear yard of 29 feet 3 inches where a rear yard of 40 feet is required for the construction of a one-story addition to an existing one-story principal structure in the R2 Residential District for the property located at 614 Roger Road, Glen

Ellyn, Illinois, which is legally described as follows:

LOT 57 (EXCEPT THE NORTH 20 FEET THEREOF MEASURED ON THE EAST LINE OF SAID LOT 57) AND THE NORTH 45 FEET OF LOT 58 (MEASURED ON THE EAST LINE OF SAID LOT 58 IN WRIGHTWOOD), BEING A SUBDIVISION OF PART OF SECTIONS 11 AND 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 1927 AS DOCUMENT 237389, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-12-110-011

Section Three: This grant of variation is conditioned upon the one-story addition to the existing one-story principal structure being constructed in substantial conformance with the testimony and exhibits provided at the July 28, 2020 Zoning Board of Appeals remote public hearing, including the site plan, attached hereto as Exhibit "B" with a revision date of January 20, 2020, and the elevations, attached hereto as Exhibit "C" with a revision date of January 20, 2020.

Section Four: The Building and Zoning Official is hereby authorized and directed to issue building permits for the subject property, consistent with the variation granted herein, provided that all conditions set forth hereinabove have been met and that the proposed construction is in compliance with all other applicable laws and ordinances. This grant of variation shall expire and become null and void twenty-four (24) months from the date of passage of this Ordinance unless a building permit to begin construction in reliance on this variation is applied for within said twenty-four (24)-month time period and construction is continuously and vigorously pursued provided, however, the Village Board, by motion, may extend the period during which permit application, construction, and completion shall take place.

Section Five: The Village Clerk is hereby authorized and directed to cause a copy of this Ordinance approving the variation to be recorded with the DuPage County Recorder of Deeds.

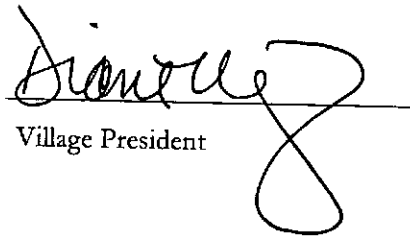
Section Six: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form.

Section Seven: Failure of the owners or other party in interest or a subsequent owner(s) or other party in interest to comply with the terms of this Ordinance, after execution of said Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 10-10-18 "A" and "B" of the Village of Glen Ellyn Zoning Code.

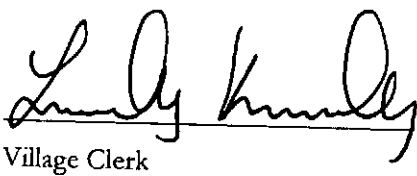
Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois this 24 day of August, 2020.

Ayes		Diane McGinley	☒	Steve Thompson	☒	Mark Senak
	☒	Craig Pryde	☒	Bill Enright	☒	Gary Fasules
	☒	Kelli Christiansen				
Nays		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				
Absent		Diane McGinley		Steve Thompson		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		Kelli Christiansen				

Approved by the Village President of the Village of Glen Ellyn, Illinois this 24 day of August, 2020.


Village President

Attest:


Deputy Village Clerk

AFFIX VILLAGE SEAL

(Published in pamphlet form and posted on the 25 day of August, 20 20.)

EXHIBIT A

Ordinance 6800

DRAFT MINUTES ZONING BOARD OF APPEALS JULY 28, 2020

The meeting was called to order by ZBA Chairperson Gregory Constantino at 7:02 p.m. Zoning Board of Appeals Members Katie Crudele, Matt Jones, Chip Miller, Reed Panther and Thomas Whalls were present. Zoning Board of Appeals Member Michelle Covington was excused. Also present were Community Development Director Staci Springer, Planner Katie Ashbaugh, Senior Civil Engineer Amy McKenna and Recording Secretary Lindsey Kaminsky.

Chairperson Constantino stated tonight's meeting is called to continue the public hearing opened on June 23, 2020, by the ZBA for the property located at 727 N. Park Boulevard. A second notice as required by state statute was also published on July 13, 2020 in the *Daily Herald* to conduct a public hearing for the property located at 614 Roger Road. All property owners affected by each of variation(s) being considered tonight were also notified by mail and placards were also placed on the properties.

Chairperson Constantino stated this meeting will be conducted by audio or video conference without a physically present quorum of the Glen Ellyn Zoning Board of Appeals (ZBA) at the Civic Center because of a disaster declaration related to COVID-19 and public health concerns affecting the Village of Glen Ellyn. The Chairperson of the ZBA has determined that an in-person meeting at the Civic Center is not practical or prudent because of the disaster. The Chairperson, members of the ZBA Village Manager, and Village Attorney will not be physically present at the Civic Center because their attendance is unfeasible due to the disaster. Physical attendance at the Civic Center by the public is also not feasible because of the disaster.

Chairperson Constantino stated it is important that the cases scheduled tonight be heard to continue critical Village business which will enable ongoing construction, development, protection of property values, and the promotion of the Village's economic vitality.

Chairperson Constantino stated the ZBA is advisory in nature and the actual variations that are being requested can only be granted by the Village of Glen Ellyn Board of Trustees. The ZBA's function is to listen to whatever testimony is offered by the petitioner and others. We take significant evidence, agree on the facts which we have found from the evidence, consider and deliberate among ourselves and then we make a recommendation to the Village Board.

Chairperson Constantino stated if the ZBA makes a recommendation favorable to the granting of the variation(s) requested, then the Village Board requires a majority vote for the final approval of the ordinance to grant the variation(s). If the ZBA makes a recommendation to deny the requested variation(s), it would then require a two-thirds vote of the Trustees of the Glen Ellyn Village Board to pass an ordinance approving the variation(s) requested.

EMERGENCY RULES OF PROCEDURE

Chairperson Constantino requested a motion to allow the members of the ZBA to participate remotely. ZBA Member Jones moved, seconded by ZBA Member Whalls, to allow the members of the ZBA to participate remotely. The motion was carried by roll call vote, which carried with 6 "yes"

votes and 0 "no" vote. The "yes" votes are as follow: ZBA Chairperson Constantino, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller, ZBA Member Panther and ZBA Member Whalls. ZBA Member Covington was excused.

MINUTES

ZBA Member Crudele moved, seconded by ZBA Member Panther, to approve the minutes of the June 23, 2020 meeting. The motion was carried by roll call vote of 6 "yes" votes and 0 "no" votes. The "yes" votes are as follow: ZBA Chairperson Constantino, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller, ZBA Member Panther and ZBA Member Whalls. ZBA Member Covington was excused.

On the agenda was a public hearing regarding the property at 727 N. Park Boulevard continued from June 23, 2020 and a public hearing regarding the property at 614 Roger Road.

ZBA Chairperson Constantino stated all members of the ZBA have visited both properties and are familiar with the plans that were submitted.

ZBA Chairperson Constantino explained this is a continuation of the public hearing opened on June 23, 2020 for the property located at 727 N. Park Boulevard.

PUBLIC HEARING – 727 N. PARK BOULEVARD.

PETITIONER KELLEY KALINICH IS REQUESTING APPROVAL FROM THE GLEN ELLYN ZONING CODE AS FOLLOWS: 1. TO ALLOW A LOT COVERAGE OF APPROXIMATELY 23.2 PERCENT WHERE THE MAXIMUM PERMITTED LOT COVERAGE FOR PRINCIPAL STRUCTURES GREATER THAN ONE-STORY IS 20 PERCENT. 2. TO ALLOW A RETAINING WALL OF APPROXIMATELY 36 INCHES IN HEIGHT TO BE ZERO (0) INCHES FROM THE NORTH INTERIOR SIDE LOT LINE WHERE A SETBACK OF TWO (2) FEET SIX (6) INCHES IS REQUIRED FOR RETAINING WALLS WITH A HEIGHT OF 36 INCHES OR LESS. 3. TO ALLOW A RETAINING WALL OF APPROXIMATELY 72 INCHES IN HEIGHT TO BE APPROXIMATELY FOUR (4) FEET FROM THE SOUTH INTERIOR SIDE LOT LINE WHERE A SETBACK OF FIVE (5) FEET IS REQUIRED FOR RETAINING WALLS WITH A HEIGHT GREATER THAN 36 INCHES. 4. TO ALLOW AN EAVE HEIGHT OF APPROXIMATELY 23 FEET NINE (9) INCHES FROM THE AVERAGE EXISTING GRADE WHERE THE MAXIMUM PERMITTED EAVE HEIGHT IS 22 FEET. 5. TO ALLOW A RIDGE HEIGHT OF 32 FEET FOUR (4) INCHES FROM THE AVERAGE EXISTING GRADE WHERE THE MAXIMUM PERMITTED RIDGE HEIGHT IS 32 FEET. 6. TO ALLOW ANY OTHER ZONING RELIEF NECESSARY TO CONSTRUCT THE PROJECT AS DEPICTED ON THE PLANS PRESENTED OR REVISED AT THE PUBLIC HEARING OR A PUBLIC MEETING OF THE VILLAGE BOARD.

(Kelley Kalinich, owner of the property located at 727 N. Park Boulevard)

Staff Presentation

Planner Ashbaugh stated the petitioner is requesting approval of the following variations from the Glen Ellyn Zoning Code:

1. Section 10-4-8(E)(1) to allow a lot coverage of approximately 23.2 percent where the maximum permitted lot coverage for principal structures greater than one-story is 20 percent;
2. Section 10-5-5(B)(4) #38 to allow a retaining wall of approximately 36 inches in height to be zero (0) inches from the north interior side lot line where a setback of two (2) feet six (6) inches is required for retaining walls with a height of 36 inches or less;
3. Section 10-5-5(B)(4) #38 to allow a retaining wall of approximately 72 inches in height to be approximately four (4) feet from the south interior side lot line where a setback of five (5) feet is required for retaining walls with a height greater than 36 inches;
4. Section 10-4-8(F)(1) to allow an eave height of approximately 23 feet nine (9) inches from the average existing grade where the maximum permitted eave height is 22 feet;
5. Section 10-4-8(F)(1) to allow a ridge height of 32 feet four (4) inches from the average existing grade where the maximum permitted ridge height is 32 feet;
6. Any other zoning relief necessary to construct the project as depicted on the plans presented or revised at the public hearing or a public meeting of the Village Board.

Planner Ashbaugh stated the petitioner is also proposing to install an architectural feature, a cupola with a weathervane, on top of the existing structure's ridge. Planner Ashbaugh stated per Section 10-4-8(F)(3), the maximum high shall not apply to architectural features such as weathervanes, turrets, 50 percent open guardrails or lightning rods, provided the top of the feature does not exceed five (5) feet in height. Planner Ashbaugh stated provided the elevation is updated to reflect the height above the existing ridge as being "5 feet max", not "5 feet min", no variations are required.

Planner Ashbaugh stated the DuPage County Stormwater and Floodplain Ordinance (DCSFO), as amended by the Village, is applied to all development application and building permits filed for any site improvements. Planner Ashbaugh noted the Village's requirements are stricter than those outlined in the DCSFO. Planner Ashbaugh also referred to the staff report which indicated that the size of the drywell is required for the proposed improvements is a volume of 85 ft³ and the petitioner is providing 106 ft³.

Planner Ashbaugh stated the revised plan also shows the drywell in the lower area of the yard, because the requirements or the structural engineer to construct the drywell beneath the driveway and behind the retaining wall were cost-prohibitive. Planner Ashbaugh noted Senior Civil Engineer McKenna finds that this plan is acceptable and exceeds the Village's already stringent stormwater management requirements required on all permitted projects.

Senior Civil Engineer McKenna stated she has spoken to the petitioner's engineer regarding the retaining wall and drywell placement. Senior Civil Engineer McKenna stated the plan has been updated to move the drywell from the eastern part of the lawn by the driveway to the southeast corner of the

lot. Senior Civil Engineer McKenna stated with the updated plan, the water will collect at the retaining wall and will go to the drywell on the southeast corner of the lot. Senior Civil Engineer McKenna stated she is comfortable with this plan.

Questions from the Zoning Board of Appeals

ZBA Member Crudele asked if there are any additional variations being requested. Planner Ashbaugh confirmed there are not. Planner Ashbaugh did note there was the addition of the cupola to the top of house on the plans since the last meeting, but a variation is not required for it provided that it is less than 5 feet in height. She said that if it is less than this height, it can be considered an architectural element or feature by the Zoning Code.

ZBA Chairperson Constantino asked about the ridge/eave height. Planner Ashbaugh stated the request is to maintain to same ridge/eave height of the already existing home.

ZBA Chairperson Constantino asked for confirmation that the proposed drywell is 106 cubic feet where 86 cubic feet is required. Senior Civil Engineer McKenna confirmed and stated the proposed drywell is 25 percent larger than what is required.

ZBA Member Jones asked if the variations would have been approved at the previous meeting if Senior Civil Engineer McKenna would have completed the same review process with the proposed stormwater plan. Senior Civil Engineer McKenna stated the process would have been the same for her.

ZBA Member Miller asked if any contingency should be added to the motion. Senior Civil Engineer McKenna stated no addition conditions are required as the petitioner has gone above and beyond the required stormwater requirements.

ZBA Member Whalls asked what the size of the drywell is. Senior Civil Engineer McKenna stated it is 7 feet by 14 feet and 3 feet deep.

ZBA Member Whalls asked if the underlying issue is that most of the water runs to the southeast corner of the lot. Senior Civil Engineer McKenna confirmed this.

ZBA Member Whalls asked if the owner at 708 Lenox Road has stormwater issues. Senior Civil Engineer McKenna stated the owner has made improvements to his property including a stormwater system. Senior Civil Engineer McKenna stated a connection from the drywell to the existing stormwater system is not reasonable due to the minimal amount of water that is expected to be collected in the drywell.

ZBA Member Whalls asked if this is the best solution for this situation. Senior Civil Engineer McKenna stated she believes it is.

ZBA Chairperson Constantino asked if Senior Civil Engineer McKenna has worked with the structural engineer. Senior Civil Engineer McKenna stated she was worked with the site civil engineer, Mr. Hur.

Petitioners' Presentation

Sworn in for the Petitioner's Preservation was Matt Mazza, structural engineer.

Mr. John Pcolinski stated at the last ZBA meeting was a very thoughtful meeting. Mr. Pcolinski stated at the previous meeting the ZBA expressed willingness to approve the variations, but had concerns regarding the stormwater plan. Mr. Pcolinski stated since the last meeting Senior Civil Engineer McKenna has worked with the engineers and they have created a plan that is effective as well as cost effective. Mr. Pcolinski is requesting the variations be approved.

Mr. Alecs Hur stated he has worked with Senior Civil Engineer McKenna over the last couple of weeks and has listened and addressed all of her concerns.

Mr. Matt Mazza stated he was asked to design the retaining wall that will be placed by the driveway. Mr. Mazza also noted the placement of the drywell has been moved to the southeast corner of the lot to allow for better stormwater management.

Additional Questions from the Zoning Board of Appeals

ZBA Chairperson Constantino asked Mr. Hur if he is comfortable moving forwarding with the plans as submitted to manage the runoff. Mr. Hur confirmed he is.

ZBA Member Whalls asked what plans are set in place if the proposed plan does not effectively manage the water runoff. Mr. Hur stated as their plans exceed the Village's requirements by 25 percent, he is not concerned.

ZBA Member Whalls asked about potential grading issues. Senior Civil Engineer McKenna stated the Village does a final review of the grading.

ZBA Member Whalls asked if the sump pump will be connected to the drywell. Ms. Kelley Kalinich stated she does not have a sump pump.

ZBA Chairperson Constantino asked if Mr. Mazza will be on site during the construction of the retaining wall and drywell. Mr. Mazza stated typically the designer is not on site to overview the construction of the plans and they will follow the typical structure of completing the plans where the contractor is required to follow the approved plans.

Persons in Favor of or in Opposition to the Variation Requests

No one spoke for or against these variation requests.

Findings of Fact

ZBA Member Panther stated the majority of the findings or fact will remain the same as previously approved, and the following is a continuation from the June 23, 2020 findings of fact.

ZBA Member Panther stated the following findings of fact: the ZBA heard from Planner Ashbaugh, who stated the plans show a five foot minimum architectural feature on the top of the house and it is recommended the plans be revised to show a five foot maximum architectural feature so a variation is not required.

ZBA Member Panther continued the findings of fact: the ZBA heard from Senior Civil Engineer McKenna who stated the drywell was relocated from behind the retaining wall to the southeast corner of the lot and staff indicated the petitioner's structural engineer had coordinated with stormwater improvements with Senior Civil Engineer McKenna. Senior Civil Engineer McKenna indicated that 85 cubic feet of storage was required and the petitioners are proposing 106 cubic feet of storage, which exceeds the Village Code requirements by approximately 25 percent. Senior Civil Engineer McKenna stated the runoff would be captured in a drain behind the retaining wall that will be dispersed through the outlets at the base of the wall and will flow toward the drywell. Senior Civil Engineer McKenna stated the plan does go above and beyond what is required by Village Code.

ZBA Member Panther continued the findings of fact: the ZBA heard from Mr. Pcolinski who indicated there was an opportunity for future refinement of the stormwater plan if the Village sees fit. The ZBA then heard from Mr. Hur, who confirmed Senior Civil Engineer McKenna's assessment of the drainage improvements. The ZBA then heard from Mr. Mazza who indicated there were issues with placing the drywell behind the retaining wall as discussed, and suggested the placement of the drywell at the southeast corner of the lot.

Motion

ZBA Member Whalls moved, seconded by ZBA Member Crudele, that the Zoning Board of Appeals recommend to amend and approve of the Findings of Fact. The motion was carried by a roll call vote of 6 "yes" votes and 0 "no" votes. The "yes" votes are as follow: ZBA Chairperson Constantino, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller, ZBA Member Panther and ZBA Member Whalls. ZBA Member Covington was excused.

Additional Comments from the Zoning Board of Appeals

ZBA Member Crudele stated she is in favor of the variations. ZBA Member Crudele stated the petitioners have done a good job at exceeding the requirements outlined in the Village Code and she has trust in Senior Civil Engineer McKenna to review the proposed stormwater plans.

ZBA Member Jones stated he is favor of the project, and the variations are similar to projects that were approved in the past. ZBA Member Jones also stated he is confident with Senior Civil Engineer McKenna to review the proposed stormwater plans.

ZBA Member Miller stated he is favor of the variations and stated the plans fit with the character of the neighborhood.

ZBA Member Panther stated he is favor of the variations and the updated drainage plans.

ZBA Member Whalls stated he is in favor of the project and variations and stated the he believes the drywell should be sufficient.

ZBA Chairperson Constantino stated he is in favor of the project and the variations that were requested.

Motion

A motion was made by ZBA Member Crudele and seconded by ZBA Member Jones to close the public hearing for 727 N. Park Boulevard at 8:11 p.m. The motion was carried by roll call vote with 6 "yes" votes and 0 "no" votes. The "yes" votes are as follow: ZBA Chairperson Constantino, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller, ZBA Member Panther and ZBA Member Whalls. ZBA Member Covington was excused.

A motion was made by ZBA Member Miller and seconded by ZBA Member Jones, as follows:

Having considered the application of Kelley Kalinich, petitioner and owner of the property located at 727 N. Park Boulevard, for the following zoning variations: to allow a lot coverage of approximately 23.2 percent where the maximum permitted lot coverage for principal structures greater than one-story is 20 percent; to allow a retaining wall of approximately 36 inches in height to be one (1) foot from the north interior side lot line where a setback of two (2) feet six (6) inches is required for retaining walls with a height of 36 inches or less; to allow a retaining wall of approximately 72 inches in height to be approximately four (4) feet from the south interior side lot line where a setback of five (5) feet is required for retaining walls with a height greater than 36 inches; to allow an eave height of approximately 23 feet nine (9) inches from the average existing grade where the maximum permitted eave height is 22 feet; to allow a ridge height of 32 feet four (4) inches from the average existing grade where the maximum permitted ridge height is 32 feet; and any other zoning relief necessary to allow a two-story, three-level addition with an attached three-car garage to an existing principal structure, an extension to the existing driveway, and new retaining walls on the subject property, 727 N. Park Boulevard, an interior nonconforming lot in the R2 – Residential District, as depicted on the plans presented or revised at the public hearing or at a public meeting of the Village Board, the Zoning Board of Appeals hereby adopts the findings of fact in the petitioner's application packet and presented by the petitioner at the Zoning Board of Appeals public hearing conducted on June 23, 2020, and as continued to July 28, 2020, as well as the findings included in the deliberations of the Zoning Board of Appeals and recommends APPROVAL of the requested zoning variations from Sections 10-4-8(E)(1), 10-5-5(B)(4) #38, and 10-4-8(F)(1) of the Glen Ellyn Zoning Code due to the following hardship(s) or unique circumstance(s):

1. The retaining wall needs to be in the location requested due to safety and water runoff control.
2. The lot is a non-standard width of 50 feet versus 66 feet.
3. The plans fit with the character of the neighborhood.

The motion was carried by roll call vote with 6 "yes" votes and 0 "no" votes. The "yes" votes are as follow: ZBA Chairperson Constantino, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller, ZBA Member Panther and ZBA Member Whalls. ZBA Member Covington was excused.

ZBA Chairperson Constantino stated the ZBA has now recommended approval and this application will go to the Village Board for Approval.

A motion was made by ZBA Panther and seconded by ZBA Member Jones to open the public hearing for 614 Roger Road at 8:20 p.m. The motion was carried by roll call vote of 6 "yes" votes and 0 "no" votes. The "yes" votes are as follow: ZBA Chairperson Constantino, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller, ZBA Member Panther and ZBA Member Whalls. ZBA Member Covington was excused.

PUBLIC HEARING – 614 ROGER ROAD.

PETITIONER DANIEL J. SIMONEIT IS REQUESTING APPROVAL FROM THE GLEN ELLYN ZONING CODE AS FOLLOWS: 1. TO ALLOW A REAR YARD SETBACK OF 29 FEET THREE (3) INCHES WHERE A REAR YARD SETBACK OF 40 FEET IS REQUIRED FOR THE CONSTRUCTION OF AN ADDITION TO AN EXISTING PRINCIPAL STRUCTURE IN THE R2 DISTRICT. 2. TO ALLOW ANY OTHER ZONING RELIEF NECESSARY TO CONSTRUCT THE PROJECT AS DEPICTED ON THE PLANS PRESENTED OR REVISED AT THE PUBLIC HEARING OR AT A PUBLIC MEETING OF THE VILLAGE BOARD.

(Daniel J. Simoneit, petitioner on behalf of Joseph and Jessica Charron, owners of the property located at 614 Roger Road).

Staff Presentation

Planner Ashbaugh was present to speak regarding the proposed variation request and was sworn in. Planner Ashbaugh stated 614 Roger Road is an interior lot located on the west side of Roger Road, mid-block between Woodland Drive and Ellynwood Drive. Planner Ashbaugh stated the subject property, the property to the north, the property to the east across Roger Road, the property to the west and the property to the south, are all zoned R2-Residential District and are all improved with single family homes.

Planner Ashbaugh stated the petitioner is requesting a variation from Section 10-4-8(D)(2) from the Zoning Code to allow a rear yard setback of 29 feet three (3) inches where a rear yard setback of 40 feet is required for the construction of an addition to an existing principal structure in the R2 District.

Planner Ashbaugh stated the subject property is a one-story single family home with an attached garage. Planner Ashbaugh stated the lot area is approximately 14,713 square feet with a lot width of 90 feet. Planner Ashbaugh stated the home is currently 40 feet 6 inches from the front lot line, 8 feet 1.5 inches from the north interior lot line, 5 feet 10.5 inches from the south interior side lot line and 44 feet 2 inches from the rear lot line. Planner Ashbaugh stated the interior and side yard setbacks are non-conforming.

Planner Ashbaugh noted the topography has a downward slope from west to east, and there is a slight bend on the rear lot line. Planner Ashbaugh also noted the current lot coverage is about 17 percent and with the addition the lot coverage will be 19.5 percent.

Questions from the Zoning Board of Appeals

ZBA Member Crudele asked what is on the other side of the west (rear) lot line. ZBA Chairperson Constantino stated there is a home that sits at a high elevation and is at least two stories.

ZBA Member Jones asked what the maximum lot coverage is for a one-story and two-story home. Planner Ashbaugh stated it is 35 percent for a one-story home and 20 percent for a two-story home. Planner Ashbaugh stated the proposed lot coverage of 19.5 percent is well under the 35 percent allowed for a one-story home.

Petitioners' Presentation

Sworn in for the Petitioner's Presentation were Joseph and Jessica Charron, owners of the property located at 614 Roger Road; Daniel J. Simoneit, petitioner on behalf of the property owners.

Mr. Charron stated he and his wife moved to Glen Ellyn from St. Louis about three years ago; and his wife is originally from Glen Ellyn. Mr. Charron stated they also have two young children. Mr. Charron stated they love the home and location, but the home is not large enough for their family. Mr. Charron stated they would like to expand their home so they can continue living there.

Mr. Simoneit stated this is a typical variation request. Mr. Simoneit stated the home was built prior to the adoption of the current code which requires a 40 foot rear yard setback. Mr. Simoneit stated the house sits oddly on the property at a skew. Mr. Simoneit also noted there is an 11 foot drop in grade from the rest/west yard to the front/east yard. Mr. Simoneit also noted the rear yard is irregular with an inward pointing crease that shortens the depth of the rear yard at its center.

Mr. Simoneit stated an addition to the front of the home was considered, but it would have been more difficult and costly as well as dramatically changing the characteristics of the home and neighborhood.

Mr. Simoneit stated the home exists today pretty much as it was build and finished in 1957 and is need of many updates. Mr. Simoneit also noted the home only has three bedrooms and one bathroom.

Mr. Simoneit stated a single point of access will be created to a mudroom and the master bathroom addition is humble in size.

Additional Questions from the Zoning Board of Appeals

ZBA Member Jones asked why the door entering the house from the garage was moved. Mr. Simoneit stated currently when you enter the house from the garage you are at the landing to the basement with stairs behind and in front of you. Mr. Simoneit stated the plan is to convert that space into a pantry/storage area. Mr. Simoneit stated the remodeling of the placement of the entrance takes care of a safety issue.

ZBA Member Miller asked if the concave part of the west lot line is created from the public drainage and utility easement. Mr. Simoneit stated the concave area is caused from the arch of the street on Midway Park to the west

ZBA Member Panther asked if the addition will be built on crawl space or the basement. Mr. Simoneit stated the addition will be on crawl space as it is not possible to be completed on the basement.

Persons in Favor of or in Opposition to the Variation Requests

No one spoke for or against these variation requests.

Findings of Fact

ZBA Member Panther stated the following findings of fact: the project in question is 614 Roger Road; the owners are Joseph and Jessica Charron, represented by Daniel J. Simoneit; the petitioners are requesting a variation from Section 10-4-8(D)(2) of the Glen Ellyn Zoning Code to allow a rear yard setback of 29 feet three (3) inches where a rear yard setback of 40 feet is required for the construction of an addition to an existing principal structure in the R2 District.

ZBA Member Panther continued the findings of fact: the ZBA heard from Village Planner Katie Ashbaugh, who indicated the property is located in an R2 Zoning District located midblock between Woodland Drive and Ellynwood Drive; both of the interior side yards are non-conforming; there are no prior variations that have been granted for this property; the petitioners are proposing a 370 square foot addition to the rear of the garage; the home is located on a skew on the property; approximately 113 square feet of the addition falls within the 40 foot setback; the rear property line has a bend to it, which adds to the encroachment and the property has a significant elevation change sloping from the southwest to the northeast.

ZBA Member Panther continued the findings of fact: the ZBA heard from Daniel J. Simoneit, on behalf of the petitioners, who indicated the existing home is placed on a skew; there is approximately 11 feet of fall from the southwest to the northeast of the property, which creates a hardship; the petitioners have explored going to the front of the property but was not cost effective and would have also required a variation due to the skew on the lot; this is the minimal request for the property owners to get what they want out of the property and it does not maximize the lot coverage allowed on this property; the shape of the lot creates an additional hardship.

Motion

ZBA Member Jones moved, seconded by ZBA Member Whalls that the Zoning Board of Appeals recommend to amend and approve of the Findings of Fact. The motion was carried by roll call vote of 6 "yes" votes and 0 "no" votes. The "yes" votes are as follow: ZBA Chairperson Constantino, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller, ZBA Member Panther and ZBA Member Whalls. ZBA Member Covington was excused.

Additional Comments from the Zoning Board of Appeals

ZBA Member Crudele stated she is in favor of this variation.

ZBA Jones stated he is in favor of this variation and he likes they are keeping a ranch in Glen Ellyn and the addition of the master bedroom. ZBA Member Jones stated he appreciates this is improving a house in Glen Ellyn.

ZBA Member Miller stated this is a very straight forward variation and is in favor of the variations.

ZBA Member Panther stated he is in favor of the variations.

ZBA Whalls stated he is in favor of the variations.

ZBA Chairperson Constantino stated he is in favor of the variations.

Motion

A motion was made by ZBA Member Panther and seconded by ZBA Member Crudele to close the public hearing for 614 Roger Road at 8:50 p.m. The motion was carried by roll call vote of 6 "yes" votes and 0 "no" votes. The "yes" votes are as follow: ZBA Chairperson Constantino, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller, ZBA Member Panther and ZBA Member Whalls. ZBA Member Covington was excused.

A motion was made by ZBA Member Miller and seconded by ZBA Member Jones, as follows:

Having considered the application of Daniel J Simoneit, petitioner on behalf of Joseph and Jessica Charron, owners of the property located at 614 Roger Road, Glen Ellyn, for a zoning variation to allow a rear yard setback of 29 feet three (3) inches where a rear yard setback of 40 feet is required for the construction of an addition to an existing principal structure on the property located at 614 Roger Road, an interior lot in the R2 – Residential District, as depicted on the plans presented or revised at the public hearing or at a public meeting of the Village Board, the Zoning Board of Appeals hereby adopts the findings of fact in the petitioner's application packet and presented by the petitioner at the Zoning Board of Appeals public hearing conducted on July 28, 2020, as well as the findings included in the deliberations of the Zoning Board of Appeals and recommends APPROVAL of the requested zoning variation from Section 10-4-8(D)(2), of the Glen Ellyn Zoning Code due to the following hardship(s) or unique circumstance(s):

1. The house sits at an odd angle on the lot with an 11 foot elevation change back to front.
2. The lot line is concave with the center line pushing into the property six (6) feet six (6) inches.

The motion was carried by roll call vote with 6 "yes" votes and 0 "no" vote. The "yes" votes are as follow: ZBA Chairperson Constantino, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller, ZBA Member Panther and ZBA Member Whalls. ZBA Member Covington was excused.

ZBA Chairperson Constantino stated the ZBA has now recommended approval and this application will go to the Village Board for Approval.

Village Board Trustec Report

Trustee Christiansen stated the Village has won the lawsuit against the Save Main group, and will be moving forward with the Apex 400 project. Trustee Christiansen stated she is unsure of the next steps.

Trustee Christiansen stated a four-unit townhouse development was approved at the July 27, 2020 Village Board meeting.

Staff Report

Planner Ashbaugh stated there are several active applications, but they are not ready to move forward to a ZBA meeting.

Adjournment

At 9:57 p.m., a motion was made by ZBA Member Panther and seconded by ZBA Member Jones to adjourn the meeting. The motion was carried by a roll call vote with 6 "yes" votes and 0 "no" vote. The "yes" votes are as follow: ZBA Chairperson Constantino, ZBA Member Crudele, ZBA Member Jones, ZBA Member Miller, ZBA Member Panther and ZBA Member Whalls. ZBA Member Covington was excused.

Respectfully submitted,

Lindsey Kaminsky
Recording Secretary

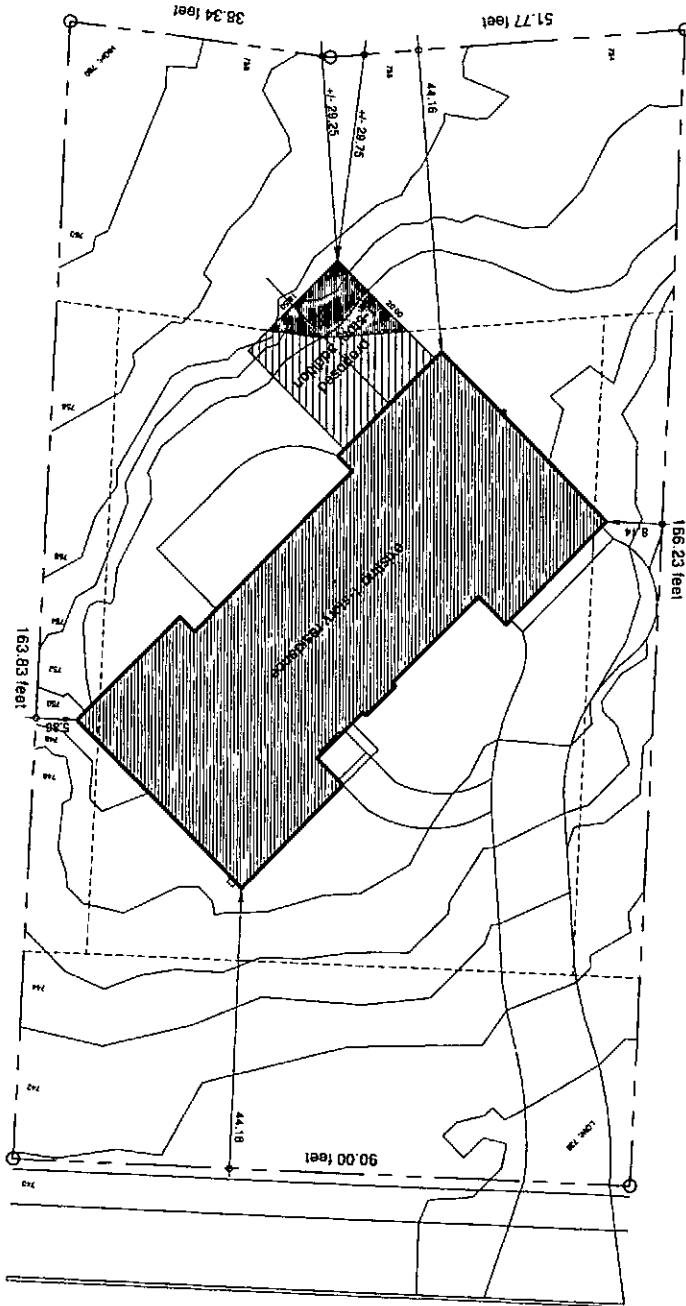
Reviewed by,

Katie Ashbaugh, AICP
Planner

EXHIBIT B

Ordinance 6800

PROPOSED SITE PLAN



ROGER ROAD

SD.02 - MTD.02: 2020-01-20
NOT FOR CONSTRUCTION
PRELIMINARY
IN PROGRESS DOCUMENT

1/8" = 1'-0"

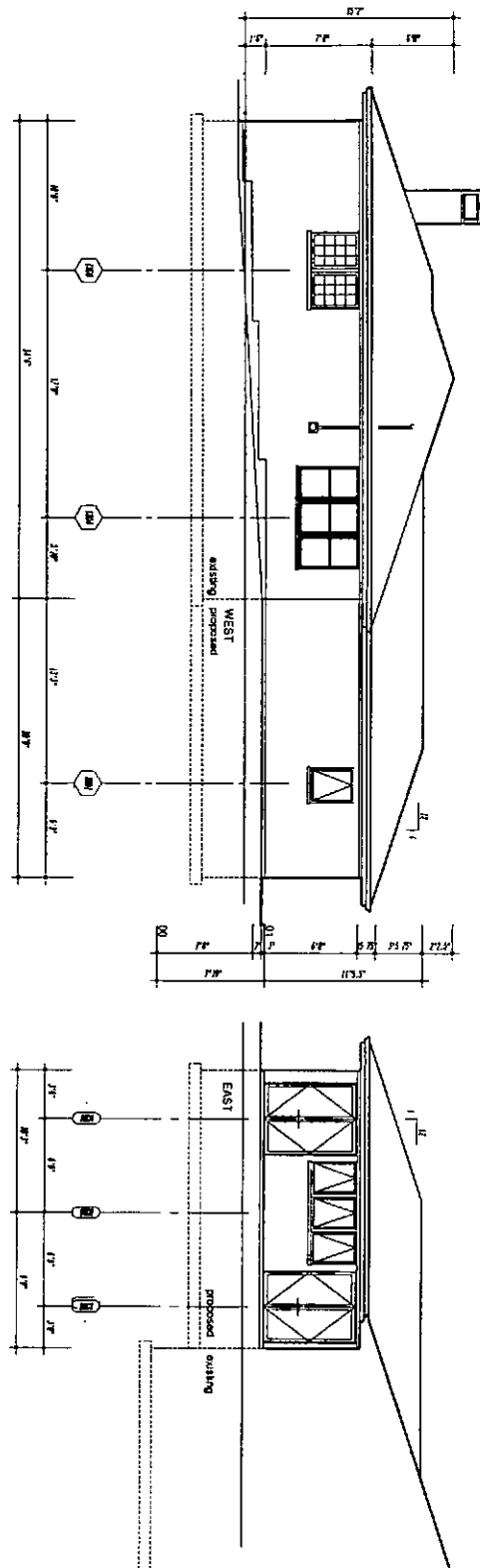
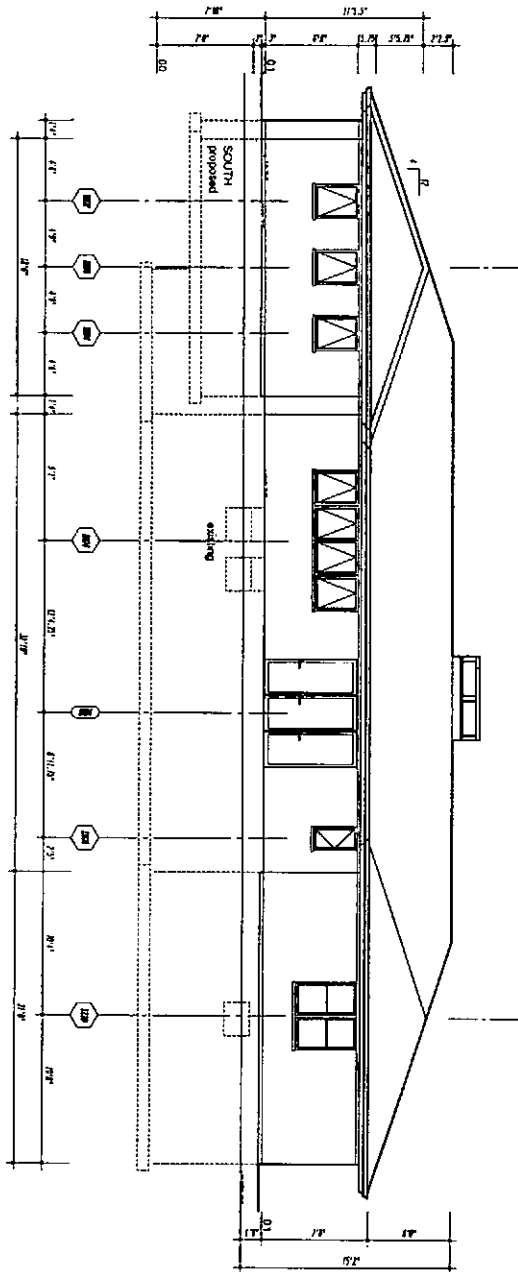
01

CHARRON RESIDENCE 614 ROGER ROAD GLEN ELLYN, ILLINOIS 60137	Z40 ZONING DISTRICT	PREPARED BY: DATE: 01/20/2020 DRAWN BY: CHECKED BY: APPROVED BY:	SHEET NO.: TOTAL SHEETS:
	SITE	SCALE: 1/8" = 1'-0"	DATE: 01/20/2020

EXHIBIT C

Ordinance 6800

PROPOSED EXTERIOR ELEVATIONS



SD 02 - MTG 02 - 2020.01.20
NOT FOR CONSTRUCTION
PRELIMINARY
IN PROGRESS DOCUMENT

1/4" = 1'-0"

01

ELEVS

DATE: 1/20/20

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

PROJECT: CHARRON RESIDENCE

LOCATION: 614 ROGER ROAD, GLEN ELLYN, IL 60137

OWNER: CHARRON RESIDENCE

ARCHITECT: Z+O

DATE: 1/20/20

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

PROJECT: CHARRON RESIDENCE

LOCATION: 614 ROGER ROAD, GLEN ELLYN, IL 60137

OWNER: CHARRON RESIDENCE

ARCHITECT: Z+O

DATE: 1/20/20

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

PROJECT: CHARRON RESIDENCE

LOCATION: 614 ROGER ROAD, GLEN ELLYN, IL 60137

OWNER: CHARRON RESIDENCE

ARCHITECT: Z+O

DATE: 1/20/20

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

PROJECT: CHARRON RESIDENCE

LOCATION: 614 ROGER ROAD, GLEN ELLYN, IL 60137

OWNER: CHARRON RESIDENCE

ARCHITECT: Z+O

DATE: 1/20/20

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

PROJECT: CHARRON RESIDENCE

LOCATION: 614 ROGER ROAD, GLEN ELLYN, IL 60137

OWNER: CHARRON RESIDENCE

ARCHITECT: Z+O

DATE: 1/20/20

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

PROJECT: CHARRON RESIDENCE

LOCATION: 614 ROGER ROAD, GLEN ELLYN, IL 60137

OWNER: CHARRON RESIDENCE

ARCHITECT: Z+O

DATE: 1/20/20

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

PROJECT: CHARRON RESIDENCE

LOCATION: 614 ROGER ROAD, GLEN ELLYN, IL 60137

OWNER: CHARRON RESIDENCE

ARCHITECT: Z+O

DATE: 1/20/20

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

PROJECT: CHARRON RESIDENCE

LOCATION: 614 ROGER ROAD, GLEN ELLYN, IL 60137

OWNER: CHARRON RESIDENCE

ARCHITECT: Z+O

DATE: 1/20/20

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

PROJECT: CHARRON RESIDENCE

LOCATION: 614 ROGER ROAD, GLEN ELLYN, IL 60137

OWNER: CHARRON RESIDENCE

ARCHITECT: Z+O

DATE: 1/20/20

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

PROJECT: CHARRON RESIDENCE

LOCATION: 614 ROGER ROAD, GLEN ELLYN, IL 60137

OWNER: CHARRON RESIDENCE

ARCHITECT: Z+O

DATE: 1/20/20

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

PROJECT: CHARRON RESIDENCE

LOCATION: 614 ROGER ROAD, GLEN ELLYN, IL 60137

OWNER: CHARRON RESIDENCE

ARCHITECT: Z+O

DATE: 1/20/20

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

PROJECT: CHARRON RESIDENCE

LOCATION: 614 ROGER ROAD, GLEN ELLYN, IL 60137

OWNER: CHARRON RESIDENCE

ARCHITECT: Z+O

DATE: 1/20/20

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

PROJECT: CHARRON RESIDENCE

LOCATION: 614 ROGER ROAD, GLEN ELLYN, IL 60137

OWNER: CHARRON RESIDENCE

CHARRON RESIDENCE

614 ROGER ROAD
GLEN ELLYN, ILLINOIS 60137

CERTIFICATION

I, Lindsey Kaminsky, duly appointed Deputy Village Clerk of the Village of Glen Ellyn, Illinois, do hereby certify that the attached is a true and correct copy of Ordinance No. 6800, passed by the Board of Trustees of the Village of Glen Ellyn, Illinois, at the Regular Meeting of said Board held on the 24 day of August, 2020, and that the same was signed and approved by the President of said Village on the 24 day of August, 2020.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as Deputy Village Clerk of said Village for safekeeping and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Glen Ellyn, Illinois, this 24 day of August, 2020.


Deputy Village Clerk

CORPORATE SEAL

ISSUE DATES	
DESCRIPTION	DATE
MEETING/TOUR	09.28.19
PRELIMINARY	10.24.19
RETAINER	11.15.19
DOCUMENT FURNISHING	11.16.19
INPUT EXISTING	12.19.19
MTG.01 PROGRAMS/SD.01	01.02.20
MTG.02 SD.02	01.20.20

CHARRON RESIDENCE
614 ROGER ROAD
GLEN ELLYN, ILLINOIS 60137

Z+O
architecture + interiors
504 hillside avenue
glen ellyn, illinois 60137

p 630.858.5888
f 630.858.5828
zplusoai@wowway.com
zpluso.com
010101010101010101010101

STATE OF ILLINOIS
DESIGN FIRM
REGISTRATION
NUMBER
184007431-0001

DRAWING TITLE

PROJECT NO.: 19.047
SHEET NUMBER

ELEVS

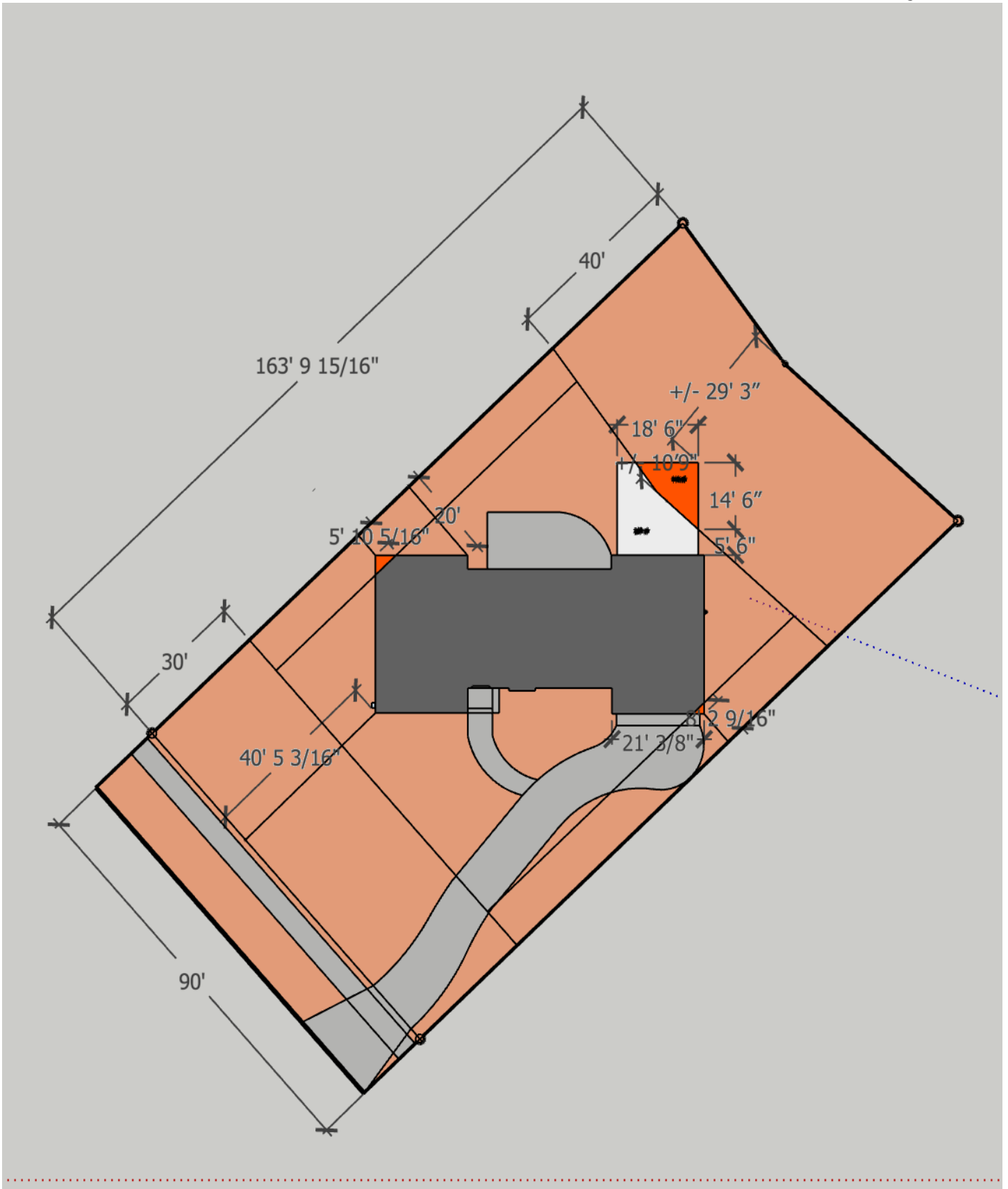
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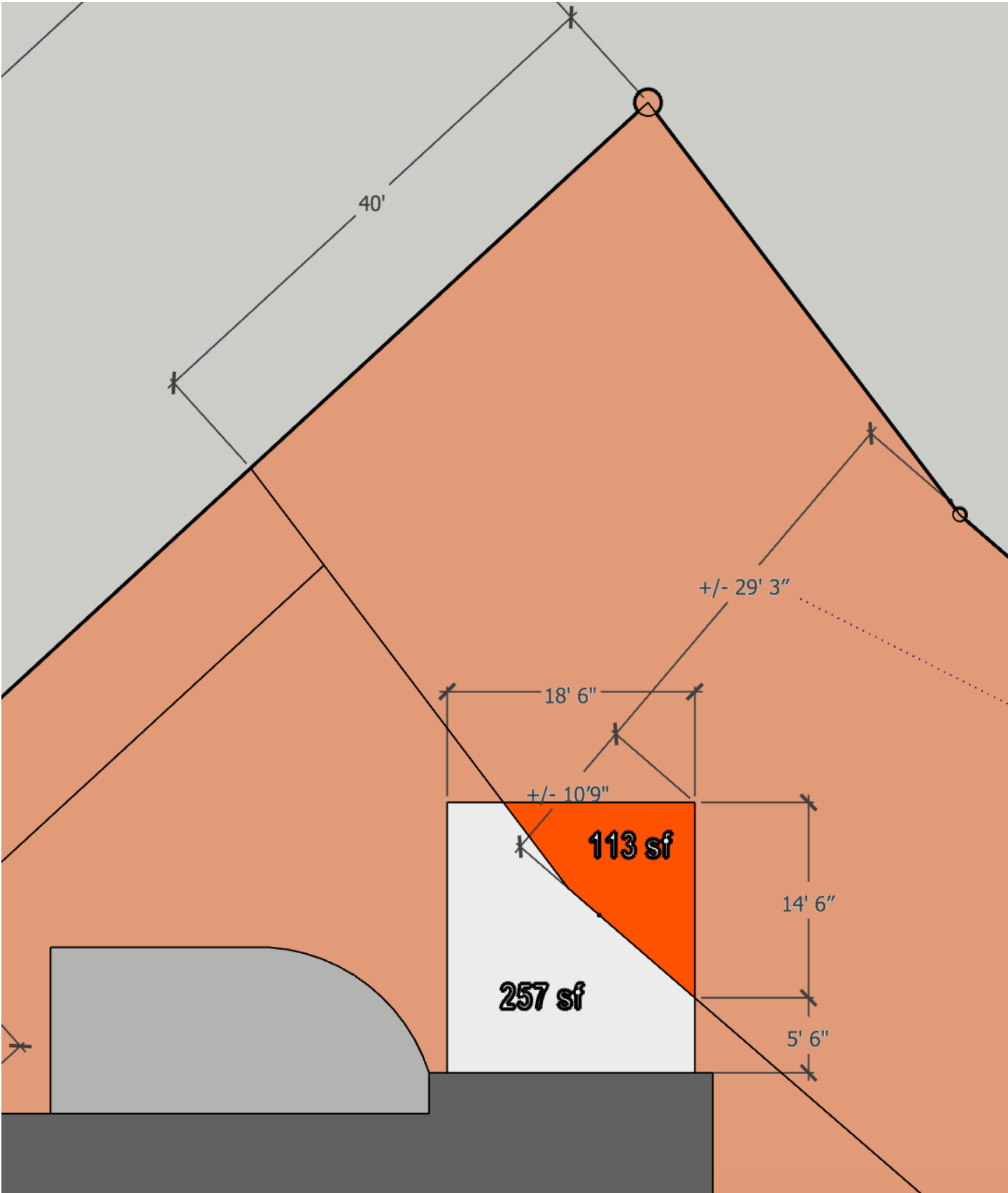


PROPOSED EXTERIOR ELEVATIONS

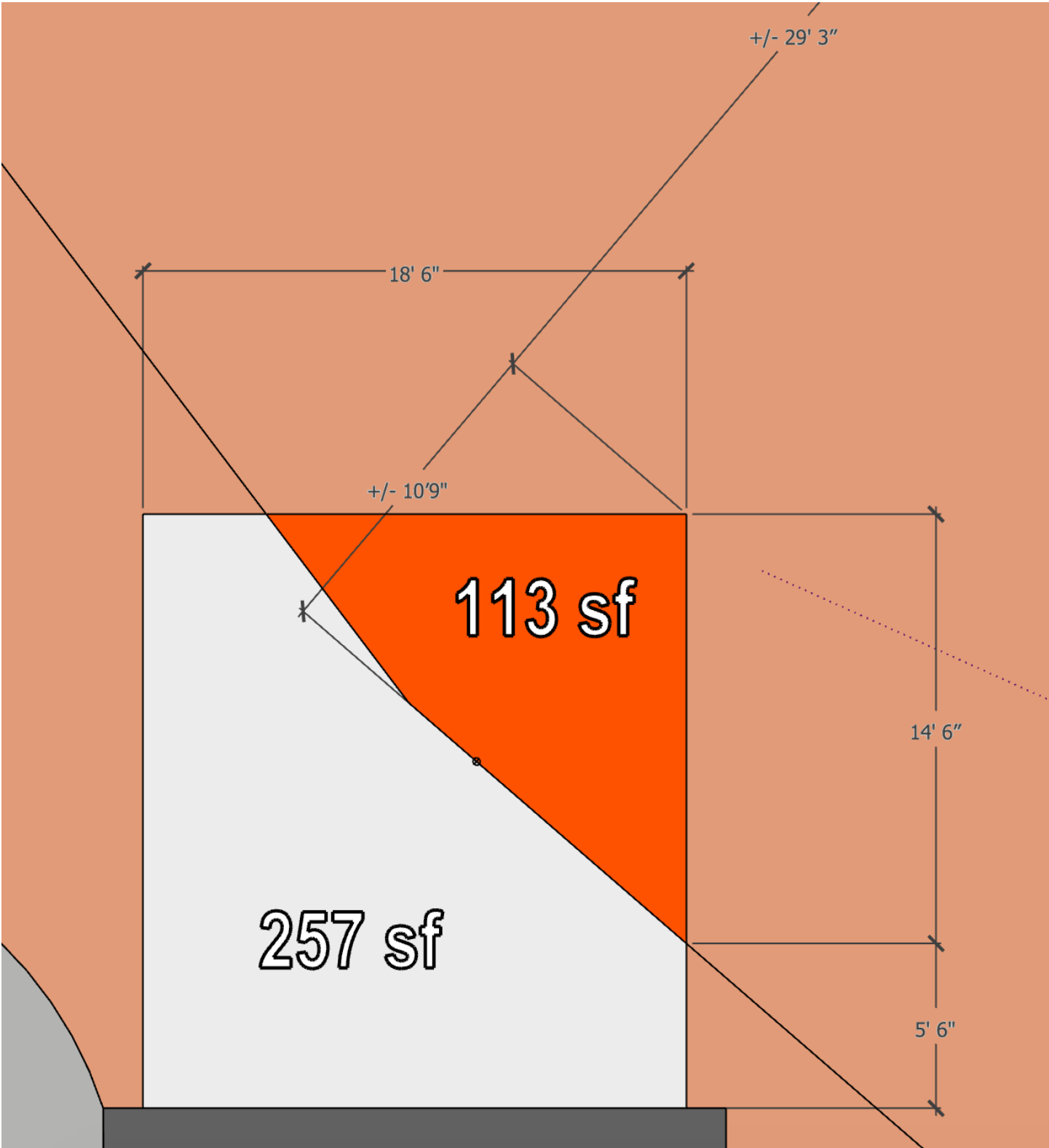
3d setback study 1 of 3



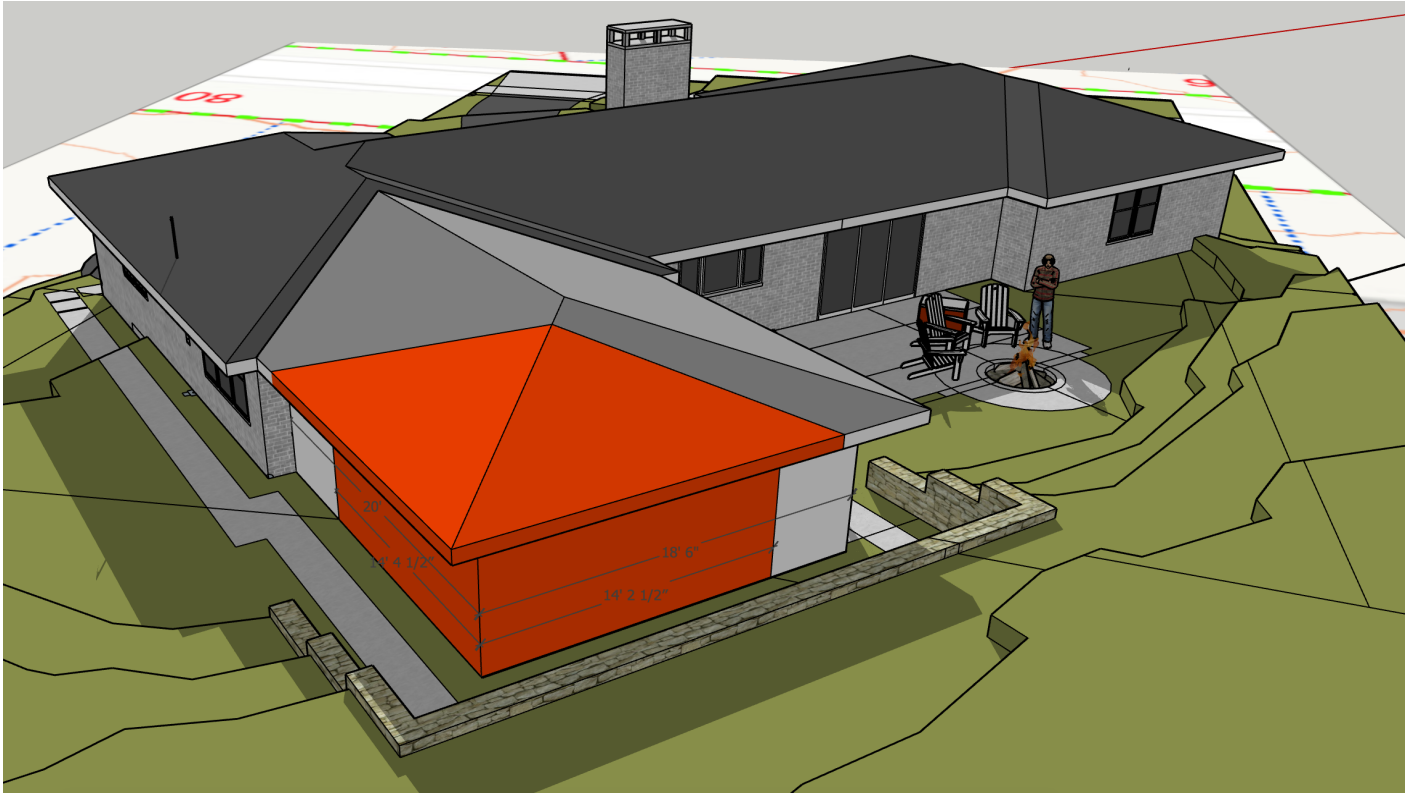
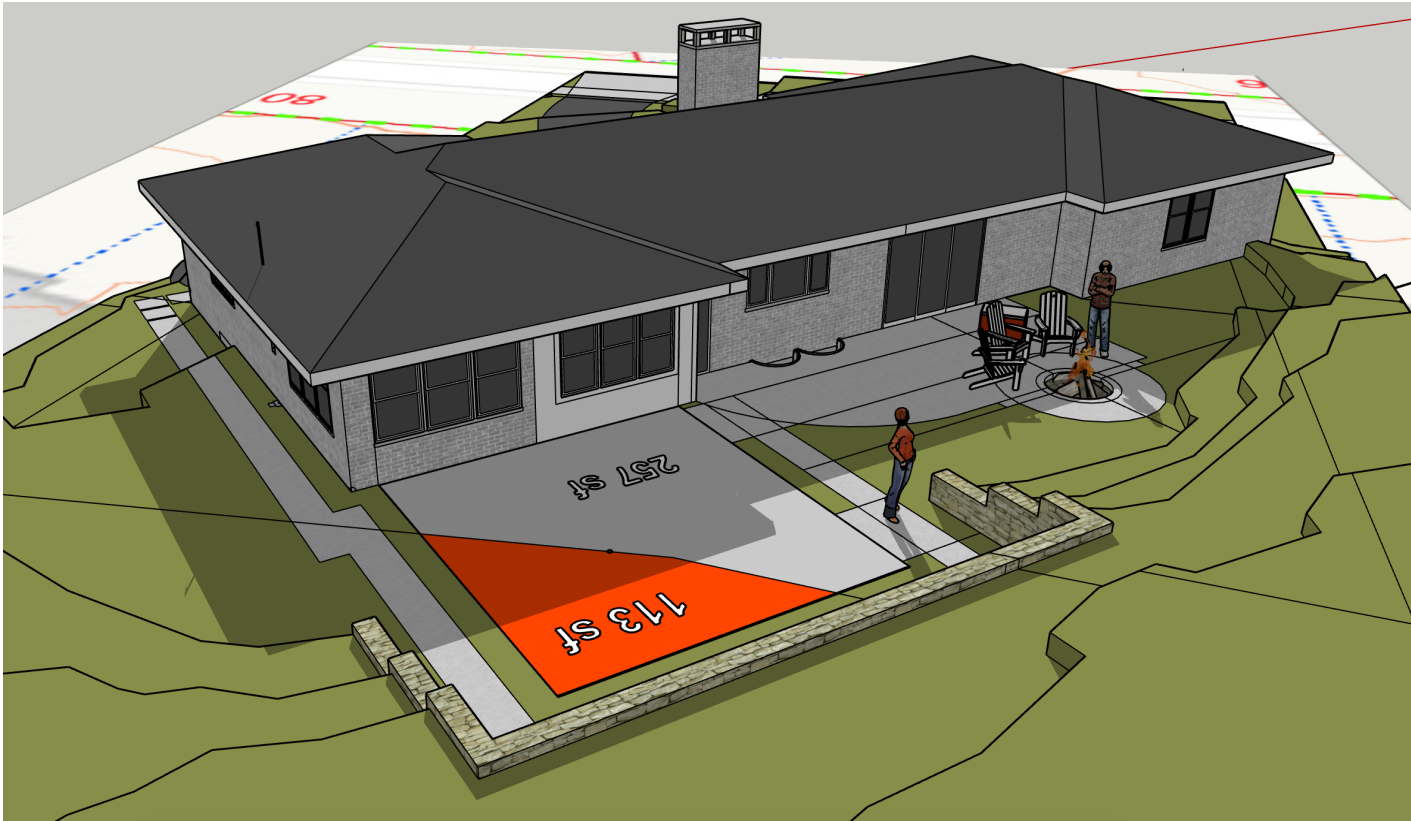
3d setback study 2 of 3



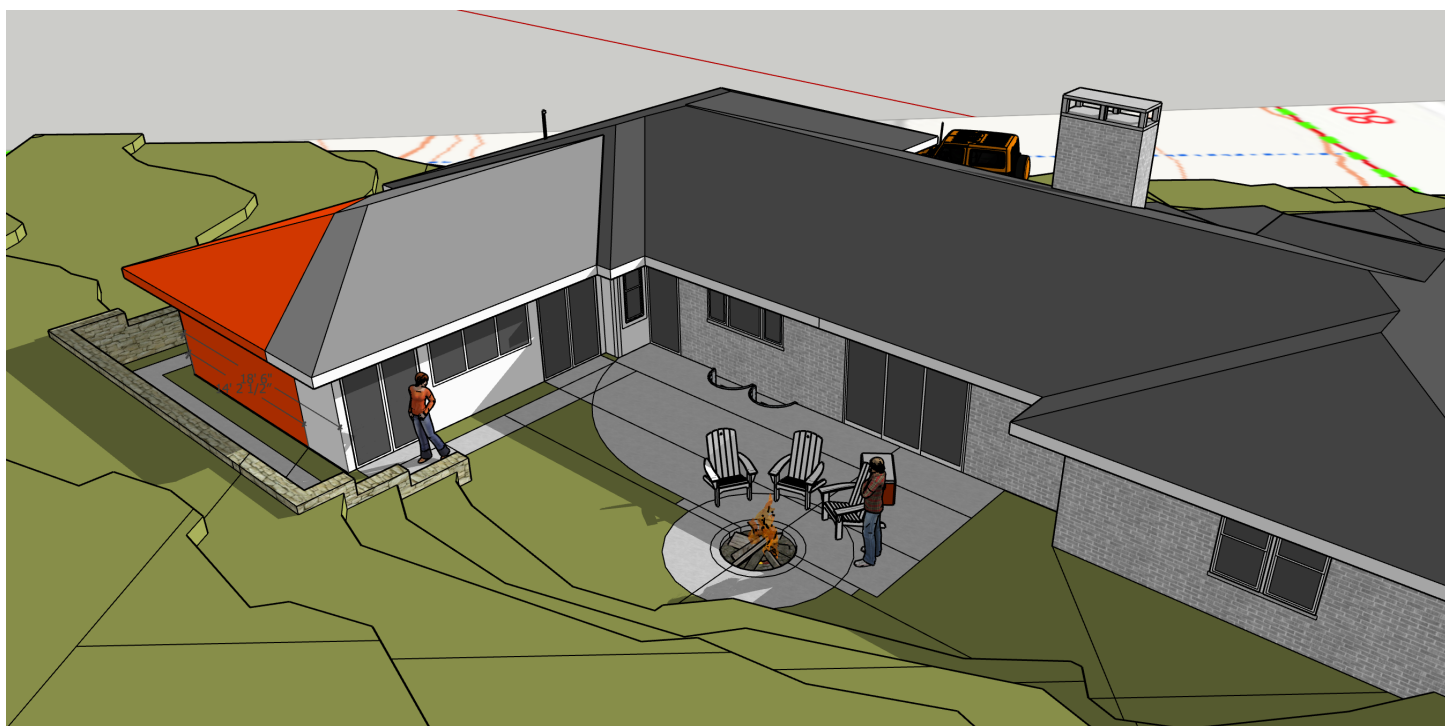
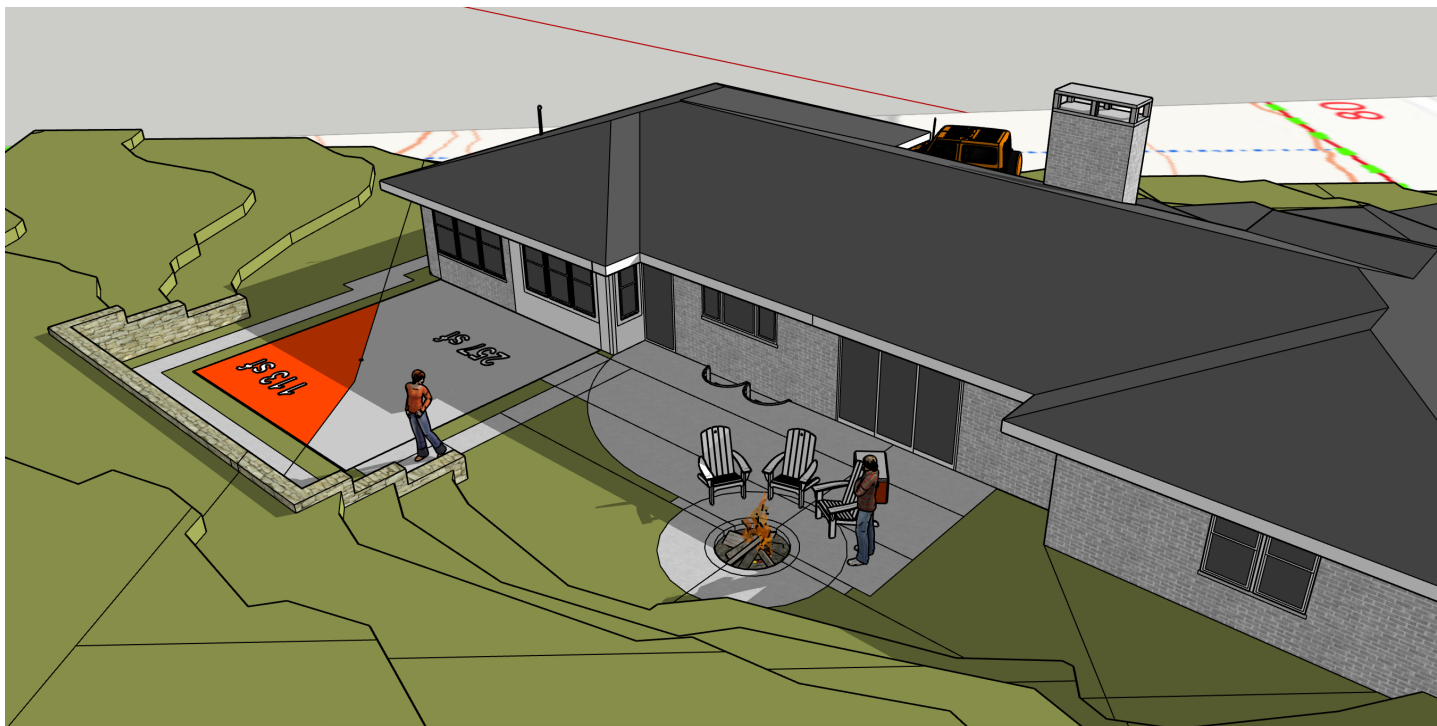
3d setback study 3 of 3



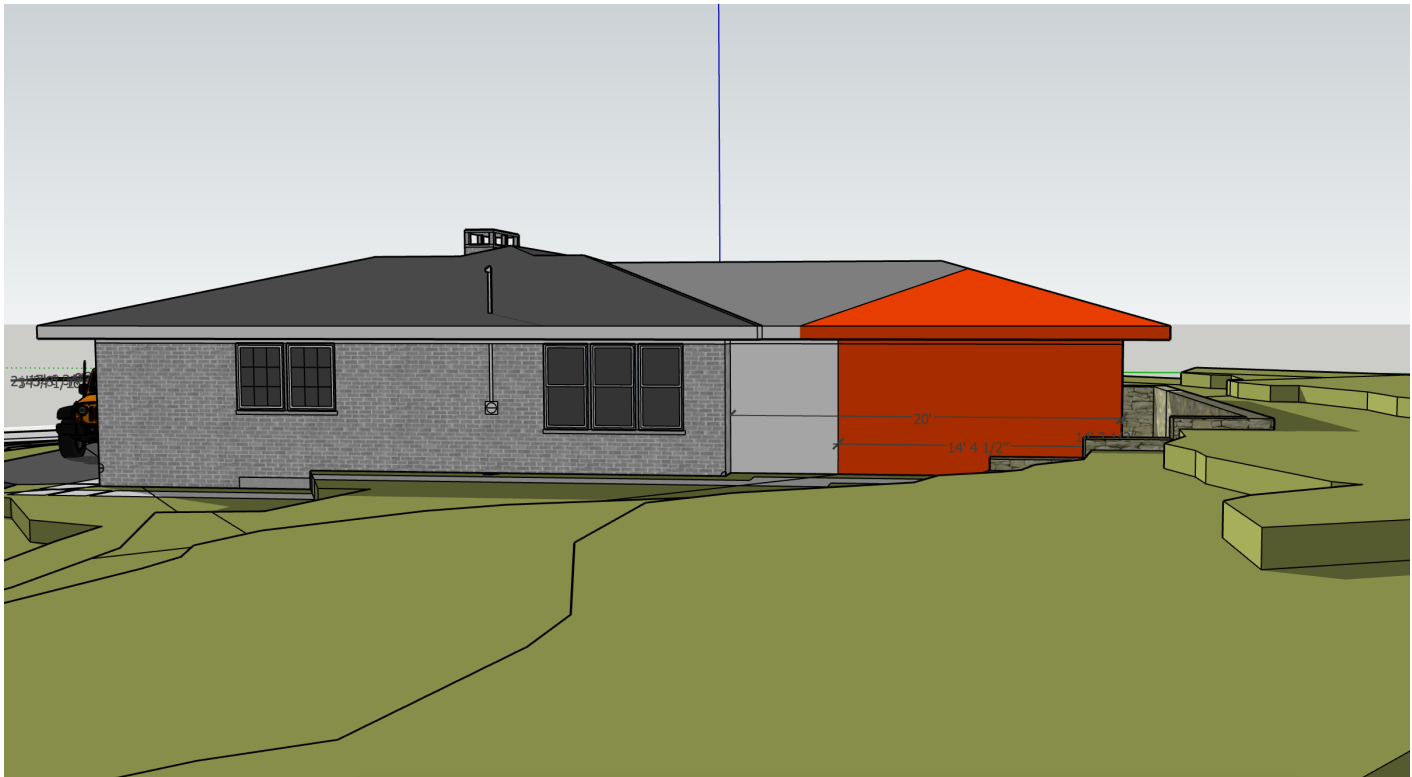
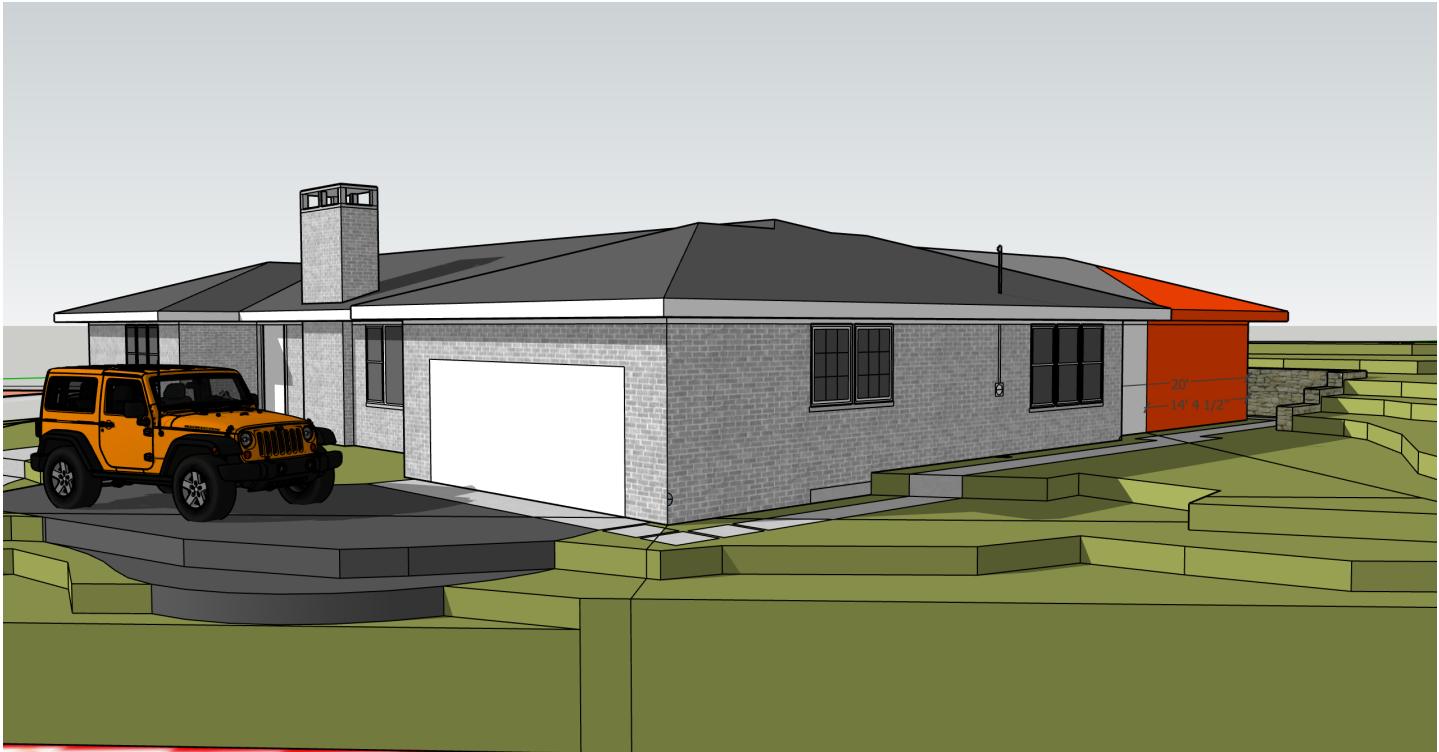
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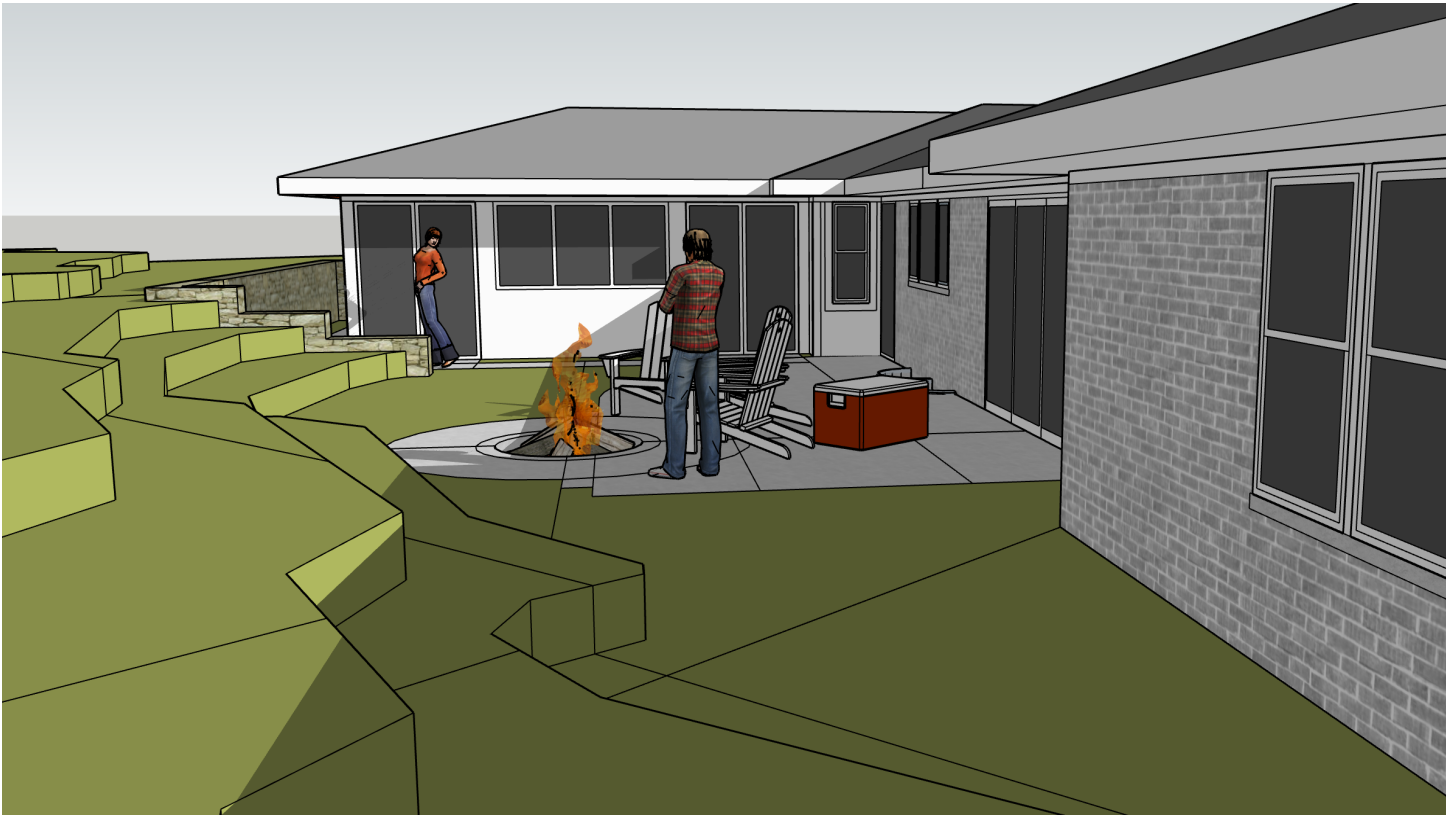
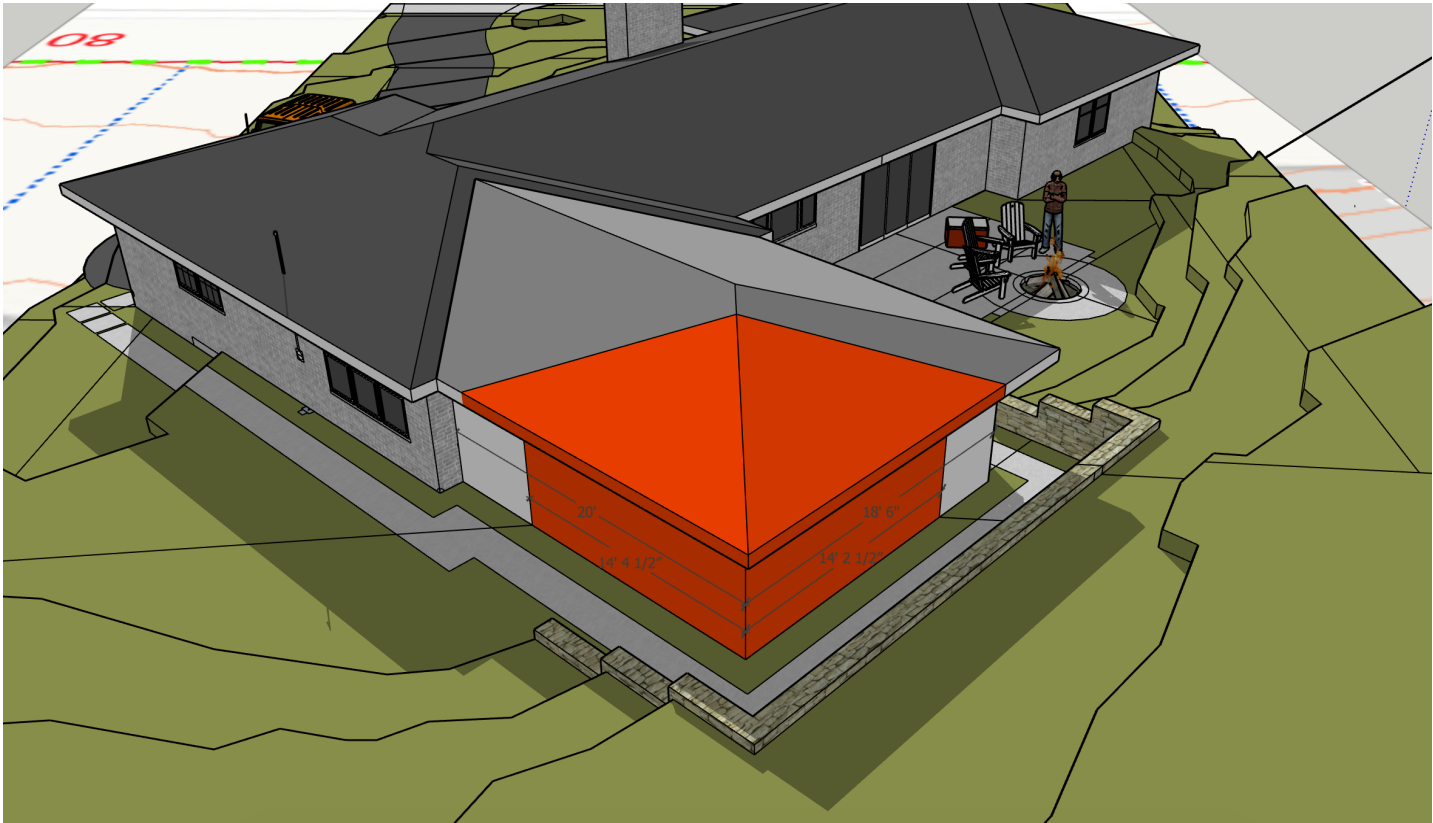
3d model study.01 existing/proposed 2 of 2



3d setback study 1 of 2



3d setback study 2 of 2



DRAFT MINUTES
ZONING BOARD OF APPEALS
May 11, 2021

The meeting was called to order by Zoning Board of Appeals Chairperson Gregory Constantino at 7:05 p.m. Zoning Board of Appeals Members Michelle Covington, Katie Crudele, Reed Panther and Tom Whalls were present. Zoning Board of Appeals Member Matt Jones and Chip Miller were excused. Also present were Planning Manager Purvis, Trustee Liaison Kelli Christiansen and Recording Secretary Lindsey Kaminsky.

Chairperson Constantino stated tonight's meeting is called pursuant to notice by statue that was published in the Daily Herald on April 24, 2021 for the property located at 614 Roger Road.

Chairperson Constantino stated this meeting will be conducted by audio or video conference without a physically present quorum of the Glen Ellyn Zoning Board of Appeals (ZBA) because of a disaster declaration related to COVID-19 and public health concerns affecting the Village of Glen Ellyn. The Chairperson of the Zoning Board of Appeals has determined that an in-person meeting at the Civic Center is not practical or prudent because of the disaster. The Chairperson, members of the Zoning Board of Appeals, Village Manager, and Village Attorney will not be physically present at the Civic Center because their attendance is unfeasible due to the disaster. Physical attendance at the Civic Center by the public is also not feasible because of the disaster.

Chairperson Constantino stated it is important that the case scheduled tonight be heard to continue critical Village business which will enable ongoing construction, development, protection of property values, and the promotion of the Village's economic vitality.

Chairperson Constantino stated the Glen Ellyn Zoning Board of Appeals is advisory in nature and the actual variances that are being requested can only be granted by the Village of Glen Ellyn Board of Trustees. The ZBA's function is to listen to whatever testimony is offered by the petitioner and others. We take significant evidence, agree on the facts which we have found from the evidence, consider and deliberate among ourselves and then we make a recommendation to the Village Board.

Chairperson Constantino stated if the ZBA makes a recommendation favorable to the granting of the variation(s) requested, then the Village Board requires a majority vote for the final approval of the ordinance to grant the variation(s). If the ZBA makes a recommendation to deny the requested variation(s), it would then require a two-thirds vote of the Trustees of the Glen Ellyn Village Board to pass an ordinance approving the variation(s) requested.

EMERGENCY RULES OF PROCEDURE

ZBA Member Crudele moved, seconded by ZBA Member Covington, to approve the emergency rules of procedure. The motion was carried with 5 "yes" votes and 0 "no" vote. The "yes" votes are as follow: ZBA Chairperson Constantino, ZBA Member Covington, ZBA Member Crudele, ZBA Member Panther and ZBA Member Whalls.

MINUTES

ZBA Member Whalls moved, seconded by ZBA Member Crudele, to approve the minutes of the March 23, 2021 meeting. The motion was carried with 5 “yes” votes and 0 “no” vote. The “yes” votes are as follow: ZBA Chairperson Constantino, ZBA Member Covington, ZBA Member Crudele, ZBA Member Panther and ZBA Member Whalls.

On the agenda was a public hearing regarding the property located at 614 Roger Road.

ZBA Chairperson Constantino stated all members of the Zoning Board of Appeals have visited the property and are familiar with the plans that were submitted.

A motion was made by ZBA Member Covington and seconded by ZBA Member Crudele to open the public hearing for 614 Roger Road at 7:11 p.m. The motion was carried with 5 “yes” votes and 0 “no” vote. The “yes” votes are as follow: ZBA Chairperson Constantino, ZBA Member Covington, ZBA Member Crudele, ZBA Member Panther and ZBA Member Whalls.

PUBLIC HEARING – 614 ROGER ROAD

PETITIONER DANIEL J. SIMONEIT IS REQUESTING A RECOMMENDATION OF APPROVAL OF THE FOLLOWING VARIATIONS FROM THE GLEN ELLYN ZONING CODE: 1. SECTION 10-4-8(D)(2) TO ALLOW A REAR YARD SETBACK OF 29 FEET THREE (3) INCHES WHERE A REAR YARD SETBACK OF 40 FEET IS REQUIRED FOR THE CONSTRUCTION OF AN ADDITION WITH A ROOF TOP DECK IN THE R2 DISTRICT; AND 2. ANY OTHER ZONING RELIEF NECESSARY TO CONSTRUCT THE PROJECT AS DEPICTED ON THE PLANS PRESENTED OR REVISED AT THE PUBLIC HEARING OR AT A PUBLIC MEETING OF THE VILLAGE BOARD.

(Daniel J. Simoneit, petitioner, on behalf of Joseph and Jessica Charron, owners of the property located at 614 Roger Road.).

Staff Presentation

Planning Manager Purvis was present to speak regarding the proposed variation request and was sworn in.

Planning Manager Purvis stated the petitioner is Daniel J. Simoneit on behalf of Joseph and Jessica Charron, owners of the property located at 614 Roger Road. The subject property is an interior lot located on the west side of Roger Road, mid-block between the intersections of Clifton Avenue and Ellynwood Drive, with Roger Road. The subject property and all surrounding properties are zoned R2 – Residential District and are all improved with single family homes.

Planning Manager Purvis stated the petitioner is requesting a recommendation of approval from the following variations from the Glen Ellyn Zoning Code:

1. Section 10-4-8(D)(2) to allow a rear yard setback of 29 feet three (3) inches where a rear yard setback of 40 feet is required from the construction of an addition with a roof top deck in the R2 district; and
2. Any other zoning relief necessary to construct the project as depicted on the plans presented or revised at the public hearing or at a public meeting of the Village Board.

Planning Manager Purvis stated in August of 2020, a variation was granted to allow a proposed addition to encroach 10 feet 9 inches into the required rear yard. Planning Manager Purvis stated the Village has granted the following permits to this property: new construction of a single-family home, 1956; screen porch, 1964; sewer repair, 2003.

Planning Manager Purvis stated the petitioner previously received approval of a variation to construct the 370 square foot addition to the rear of the home, which will encroach 10 feet nine inches into the required 40 foot rear yard. At its nearest point, the proposed addition will be 29 feet three inches from the rear property line. Approximately 113 square feet of the addition will be within the required rear yard. Since approval of the variation, the petitioners had updated the plans to include a rooftop deck. The degree of the variation will remain the same, but staff felt that the ZBA and Village Board should have the opportunity to review the updated proposal. The variation approval was conditioned upon the construction of the project being in substantial conformance with the plans presented at the July 28, 2020 ZBA and August 24, 2020 Village Board meetings, which have been significantly altered to accommodate a roof top deck over the addition.

Questions from the Zoning Board of Appeals

ZBA Chairperson Covington asked if there are any Zoning Code regulations pertaining to roof top decks. Planning Manager Purvis stated the Zoning Code does not have regulations for roof top decks, but does have regulations for decks. Planning Manager Purvis stated there will be additional requirements for the roof top deck through the building code during the permit review process.

Petitioners' Presentation

Sworn in for the Petitioner's Presentation were Daniel J. Simoneit, petitioner, and Joseph Charron, owner of the property located at 614 Roger Road.

Mr. Simoneit stated a guard rail will be installed around the roof top deck and will be 36 inches, per Village Code. Mr. Simoneit stated the height of the deck will be the same height of the ridgeline of the house. Mr. Simoneit stated the deck will not be seen from the street and the neighbors to the north, south and west will not be impacted by the deck.

Mr. Simoneit stated the roof top deck was proposed by Mr. Charron's landscaper as the cost of the hardscape and landscape originally approved greatly increased. Mr. Simoneit stated the landscaper

suggested the roof top deck as it will create a flat surface (which otherwise does not exist due to the topography) and will bring in natural sunlight.

Mr. Simoneit noted the top of the neighbor's fence will remain higher than any point on the proposed roof top deck.

Mr. Charron stated the cost of the landscaping was too high and this plan was suggested by his landscaper. Mr. Charron stated this is a good and interesting idea for his backyard.

Additional Questions from the Zoning Board of Appeals

None.

Persons in Favor of or in Opposition to the Variation Requests

No one spoke in favor or in opposition of the variation requests.

Findings of Fact

ZBA Member Whalls stated the following findings of fact: the property in question is 614 Roger Road; the petitioner is Daniel J. Simoneit on behalf of Joseph and Jessica Charron, owners of the property located at 614 Roger Road; 614 Roger Road is an interior lot located on the west side of Roger Road, mid-block between the intersections of Clifton Avenue and Ellynwood Drive with Roger Road; the subject property and all surrounding properties are zoned R2 – Residential District and are all improved with single-family homes;; the petitioner is requesting approval of the following variations from the Glen Ellyn Zoning Code: 1. Section 10-4-8(D)(2) to allow a rear yard setback of 29 feet three (3) inches where a rear yard setback of 40 feet is required for the construction of an addition with a roof top deck in the R2 District; 2. Any other zoning relief necessary to construct the project as depicted on the plans presented or revised at the public hearing or at a public meeting of the Village Board; notice of the public hearing was published in the April 24, 2021 edition of the Daily Herald.

ZBA Member Whalls continued the following findings of fact: the subject property has a lot area of 14,713 ft²; lot width of 90 feet; front yard of approximately 40 feet 6 inches; interior side yard of approximately 8 feet 1.5 inches from north interior lot line; interior side yard of approximately 5 feet 10.5 inches from south interior side lot line; rear yard of approximately 44 feet 2 inches.

ZBA Member Whalls continued the following findings of fact: in August of 2020, a variation was granted to allow a proposed addition to encroach 10 feet 9 inches into the required rear yard; the Village has granted the following permits to this property: new construction of a single-family home, 1956; screen porch, 1964; sewer repair, 2003.

ZBA Member Whalls continued the following findings of fact: the petitioner previously received approval of a variation to construct the 370 square foot addition to the rear of the home, which will encroach 10 feet nine inches into the required 40 foot rear yard. At its nearest point, the proposed addition will be 29 feet three inches from the rear property line. Approximately 113 square feet of the addition will be within the required rear yard. Since approval of the variation, the petitioners had updated the plans to include a rooftop deck. The degree of the variation will remain the same, but staff felt that the ZBA and Village Board should have the opportunity to review the updated proposal. The variation approval was conditioned upon the construction of the project being in substantial conformance with the plans presented at the July 28, 2020 ZBA and August 24, 2020 Village Board meetings, which have been significantly altered to accommodate a roof top deck over the addition.

Motion

ZBA Member Panther moved, seconded by ZBA Member Crudele that the Zoning Board of Appeals recommend to approve of the Findings of Fact. The motion was carried with 5 “yes” votes and 0 “no” vote. The “yes” votes are as follow: ZBA Chairperson Constantino, ZBA Member Covington, ZBA Member Crudele, ZBA Member Panther and ZBA Member Whalls.

Additional Comments from the Zoning Board of Appeals

ZBA Member Covington stated she is in support of the request and thinks the roof top deck will work well for this property. ZBA Member Covington stated she wanted to be clear that roof top decks are not the solution for all properties, but with the grading and topography, it makes sense for this property.

ZBA Member Crudele stated she agrees with ZBA Member Covington. ZBA Member Crudele stated this a unique property with unique elevations. ZBA Member Crudele stated it is a cool concept, and it will almost serve as a deck. ZBA Member Crudele also noted it was noted at the previous public hearing that the subject property’s house sits at an add angle on the lot with an 11 foot elevation change from back to front and that the lot line is concave with the center line pushing into the property six (6) feet six (6 inches).

ZBA Member Panther stated he is in favor of the request. ZBA Member Panther stated a roof top deck is not the answer for all homes, but it works very well on this property. ZBA Member Panther also noted this design minimizes impervious surface on the property.

ZBA Member Whalls stated he is in favor of the request. ZBA Member Whalls stated this is a good concept. ZBA Member Whalls noted the unusual topography on the property and also noted there are no stormwater concerns.

ZBA Chairperson Constantino stated he is in favor of the request. ZBA Chairperson Constantino stated there is an 11 foot elevation change from back to front and that the lot line is concave with

the center line pushing into the property six (6) feet six (6 inches). ZBA Chairperson Constantino noted the requested addition of the roof top deck is not visible from the street.

Motion

A motion was made by ZBA Member Whalls and seconded by ZBA Member Panther to close the public hearing for 614 Roger Road at 7:40 p.m. The motion was carried with 5 “yes” votes and 0 “no” vote. The “yes” votes are as follow: ZBA Chairperson Constantino, ZBA Member Covington, ZBA Member Crudele, ZBA Member Panther and ZBA Member Whalls.

A motion was made by ZBA Member Crudele and seconded by ZBA Member Covington as follows:

Having considered the application of Daniel J Simoneit, petitioner on behalf of Joseph and Jessica Charron, owners of the property located at 614 Roger Road, Glen Ellyn, for a zoning variation to allow a rear yard setback of 29 feet three (3) inches where a rear yard setback of 40 feet is required for the construction of an addition with a rooftop deck on the subject property, as depicted on the plans presented or revised at the public hearing, the Zoning Board of Appeals hereby adopts the findings of fact in the petitioner’s application packet and presented by the petitioner at the Zoning Board of Appeals public hearing conducted on May 11, 2021, as well as the findings included in the deliberations of the Zoning Board of Appeals and recommends APPROVAL of the requested zoning variation from Section 10-4-8(D)(2), of the Glen Ellyn Zoning Code due to the following hardship(s) or unique circumstance(s):

1. The house sits at an odd angle on the lot with an 11 foot elevation change back to front.
2. The lot line is concave with the center line pushing into the property six (6) feet six (6) inches.

Subject to the following conditions:

1. The project shall be constructed in substantial conformance with the plans as submitted and the testimony presented at the May 11, 2021 public hearing of the Zoning Board of Appeals.

The motion was carried with 5 “yes” votes and 0 “no” vote. The “yes” votes are as follow: ZBA Chairperson Constantino, ZBA Member Covington, ZBA Member Crudele, ZBA Member Panther and ZBA Member Whalls.

Staff Report

Planning Manager Purvis stated there are a number of variations in queue including several construction necessitated zoning variation requests. Planning Manager Purvis stated there may not be a variation request for the next scheduled ZBA meeting.

Trustee Liaison Report

Trustee Christiansen stated the new Village Board was sworn in at the May 10, 2021 Village Board meeting and welcomed President Senak, Trustee Gould, Trustee Kalinich and Clerk Cosby to the Board.

Trustee Christiansen stated the Village Board approved a Special Use Permit for a co-working space on Main Street called Brick and Mortar.

Trustee Christiansen stated the Village Board continues their review of the draft Comprehensive Plan and encouraged everyone to review the Plan and provide feedback.

ZBA Member Whalls asked if there are any multi-family developments in progress. Planning Manager Purvis provided information regarding the proposed multi-family developments.

Adjournment

At 7:59 p.m. a motion was made by ZBA Member Whalls and seconded by ZBA Member Panther to adjourn the meeting. The motion was carried with 5 “yes” votes and 0 “no” vote. The “yes” votes are as follow: ZBA Chairperson Constantino, ZBA Member Covington, ZBA Member Crudele, ZBA Member Panther and ZBA Member Whalls.

Lindsey Kaminsky
Recording Secretary

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DESCRIPTION	DATE
MEETING TOUR	09.23.19
PROPOSAL	10.24.19
RETAINER	11.15.19
DOCUMENT EXISTING	11.16.19
INPUT EXISTING	12.19.19
MTG.S1 PROGRAM SD.01	01.02.20
MTG.S2 SD.02	01.20.20

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DESIGN FIRM
REGISTRATION
NUMBER
184007431-0001

DRAWING TITLE

PROJECT NO.: 19.047
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SITE



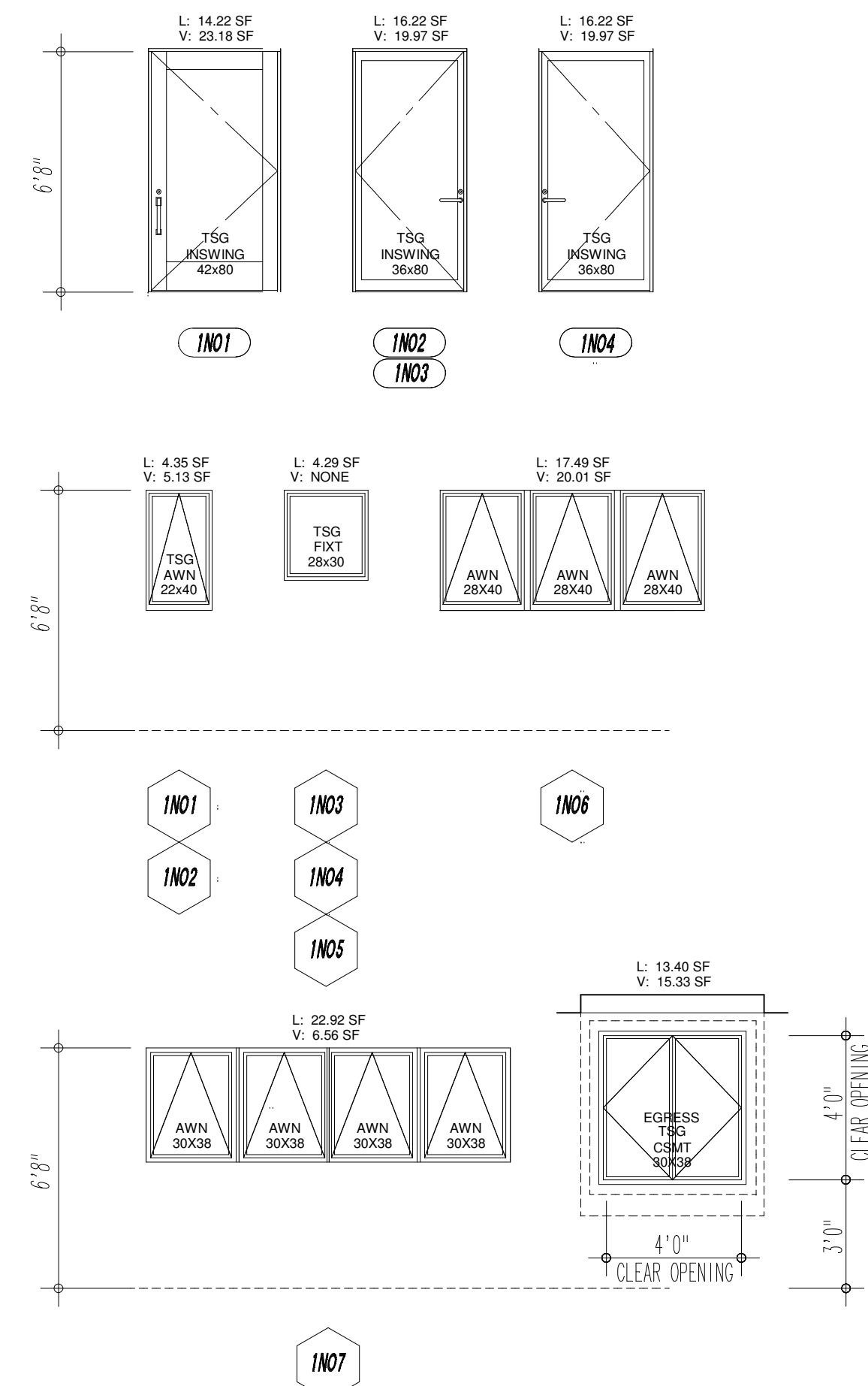
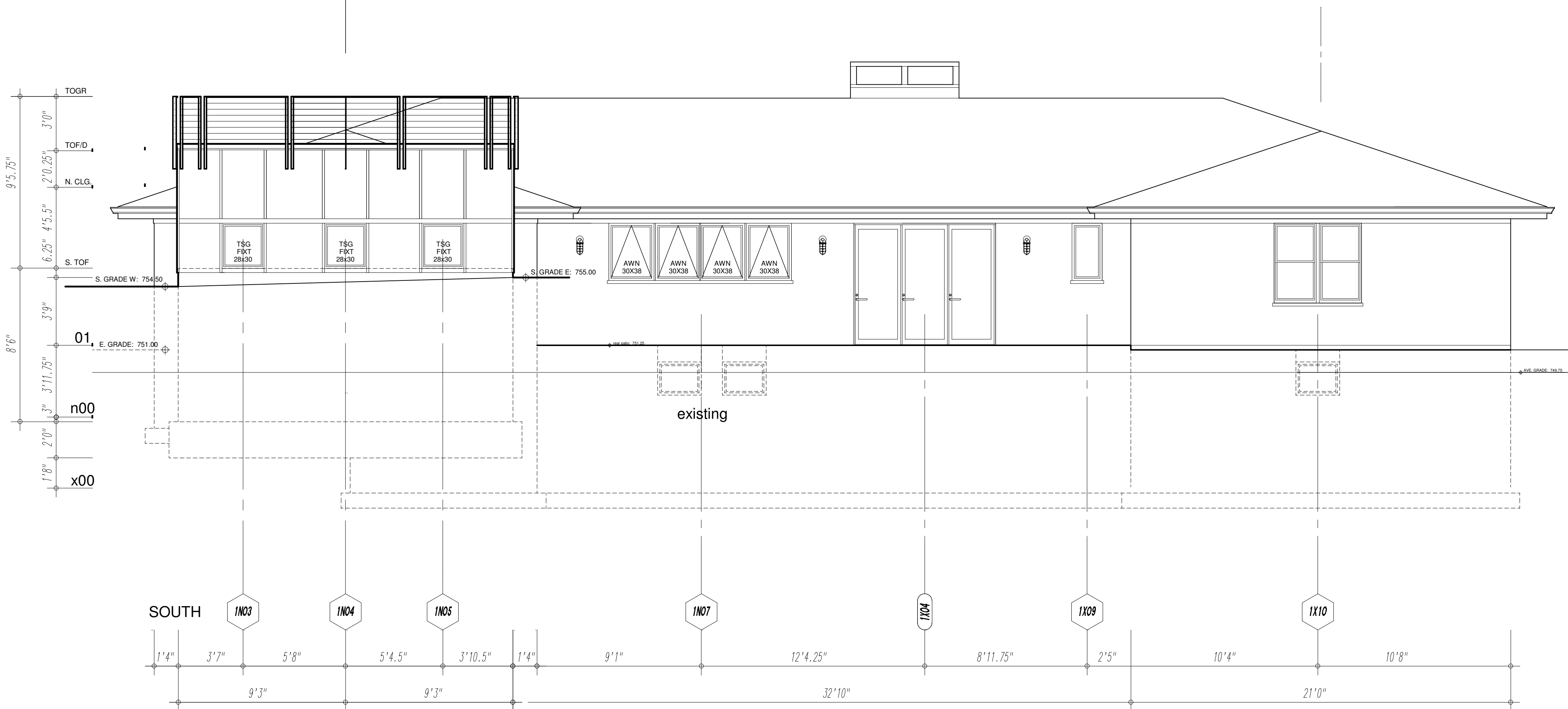
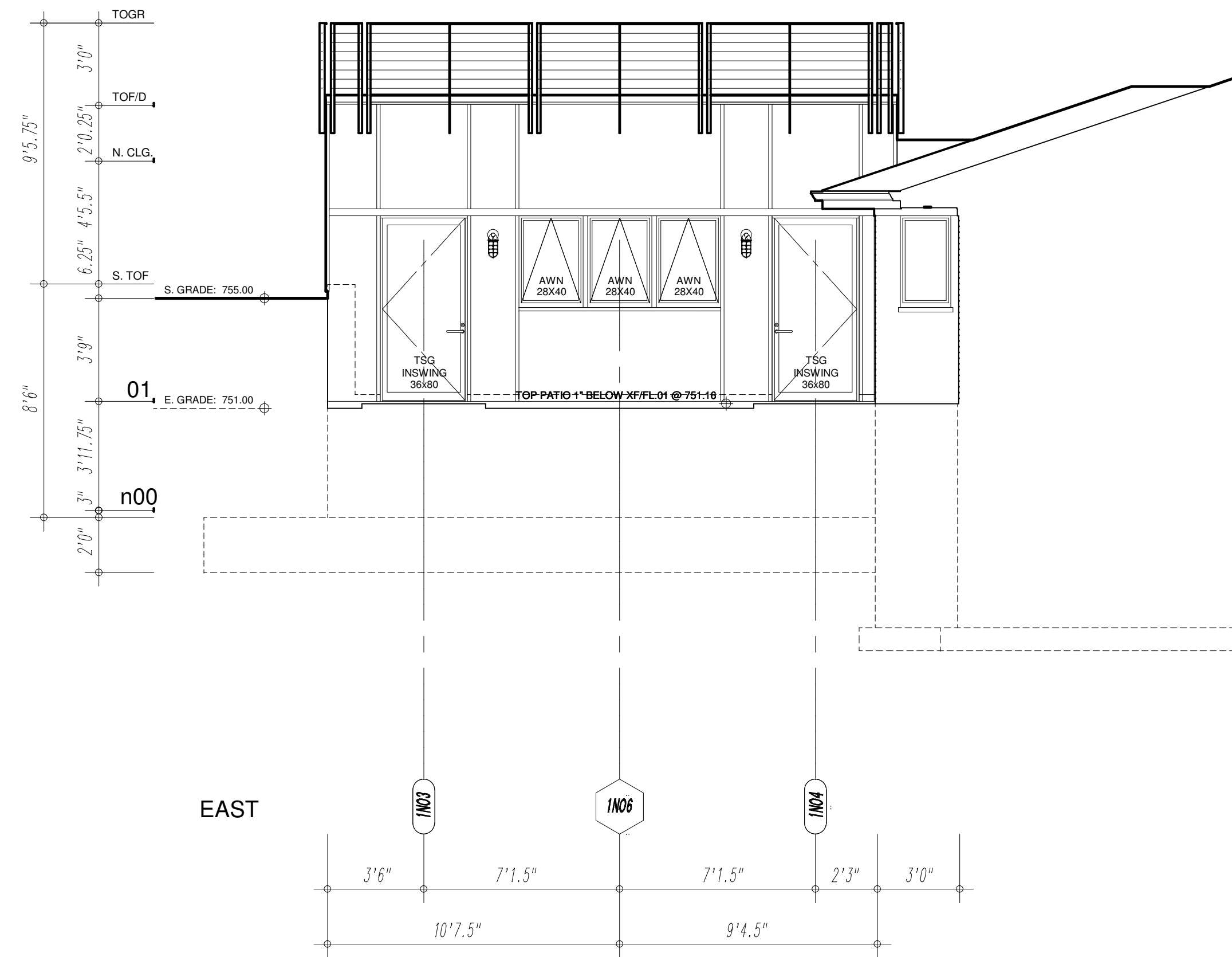
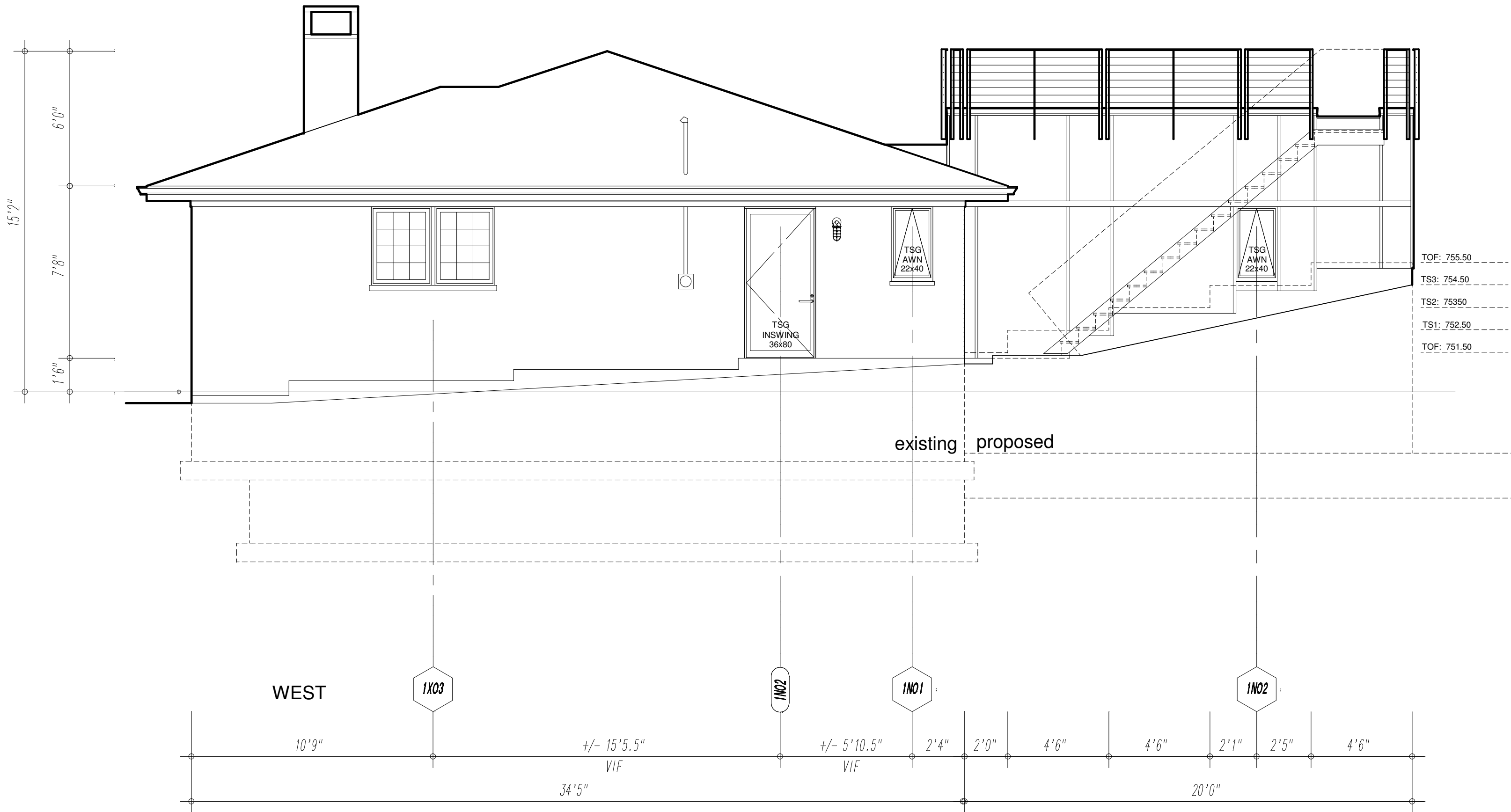
SD.02 - MTG.02: 2020-01.20

NOT FOR CONSTRUCTION
PRELIMINARY
IN PROGRESS DOCUMENT

PROPOSED SITE PLAN

1/8" = 1'0"

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PROPOSED EXTERIOR ELEVATIONS

1/4" = 1'0"

01

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DESCRIPTION	DATE
MEETING/TOUR	09.23.19
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MTG.01 PROGRAM/SD.01	01.02.20
MTG.02 SD.02	01.20.20
VARIATION.01	
VARIATION.02	
MTG.03 SD.03	09.15.20
MTG.04 SD.04	10.06.20
OWNER REVISIONS	11.11.20
PRICING	11.25.20
VE REVISIONS	01.02.21
OWNER REVISIONS	02.19.21
ISSUE FOR CIVIL	03.08.21
ISSUE FOR PERMIT.01	03.23.21

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DRAWING TITLE

EXTERIOR
ELEVATIONS

PROJECT NO.: 19.047

SHEET NUMBER

A4.00





