

VILLAGE OF BARTLETT
BOARD AGENDA
DECEMBER 3, 2019
7:00 P.M.

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

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

6. MINUTES: Board and Committee Minutes – November 19, 2019
- *7. BILL LIST: December 3, 2019
8. TREASURER'S REPORT: None
9. PRESIDENT'S REPORT: None
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: (Note: Three (3) minute time limit per person)
12. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

- *1. 2020 Annual Meeting Schedule

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

1. None

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. Ordinance for the Levy and Assessment of Taxes for the General Corporate and Other Purposes of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, for the Fiscal Year Beginning May 1, 2019 and ending April 30, 2020
2. Ordinance Abating a Portion of Taxes Heretofore Levied for the Year 2019 to Pay Debt Service on: General Obligation Refunding Bonds Series 2017 of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois
3. Ordinance Abating Certain 2019 Tax Levies of the Village of Bartlett for Special Service Area Number One (Bluff City)
- *4. Resolution Adopting the 2020-2024 Capital Improvements Program

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE

1. None

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

- *1. Authorization to Replace One Police Vehicle

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

1. Resolution Approving the Engineering Services Agreement Between the Village of Bartlett and Christopher B. Burke Engineering, Ltd.
- *2. Resolution Approving the Intergovernmental Agreement Between the Village of Bartlett and the State of Illinois Department of Transportation
- *3. Resolution Approving the Contract Between the Village of Bartlett and the Flolo Corporation for the Arc Flash Assessment

13. NEW BUSINESS
14. QUESTION/ANSWER: PRESIDENT & TRUSTEES
15. ADJOURNMENT



VILLAGE OF BARTLETT
BOARD MINUTES
November 19, 2019

1. CALL TO ORDER

President Wallace called the regular meeting of November 19, 2019 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins and President Wallace

ABSENT: Trustee Reinke

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Finance Director Todd Dowden, Planning & Development Services Director Roberta Grill, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Police Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Alex Culpepper from Alliance Bible Church gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Hopkins stated that he would like to add Items 1 and 2 under Building & Zoning, Ordinance 2019-93, an Ordinance Granting a Fence Height Variation for 211 Gatewood Lane and Ordinance 2019-94, an Ordinance Amending the Bartlett Municipal Code Title 10 Zoning to Add Provisions to Allow Certain Adult-Use Cannabis Uses as a Special Use and Prohibiting Certain Adult-Use Cannabis Uses to the Consent Agenda.



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

Trustee Camerer moved to Amend the Consent Agenda and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA AND CONSENT ITEMS THEREIN

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins
NAYS: None
ABSENT: Trustee Reinke
MOTION CARRIED

Trustee Deyne moved to approve the Amended Consent Agenda and that motion was seconded by Trustee Carbonaro.

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

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins
NAYS: None
ABSENT: Trustee Reinke
MOTION CARRIED

6. MINUTES – Covered and approved under the Consent Agenda.

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

8. TREASURER'S REPORT

Finance Director Todd Dowden stated that this was the September, 2019 Treasurer's Report. He then presented the Municipal Sales Tax Report through July, 2019, and stated that it totaled \$220,524 and was up \$2,288 from the previous month last year. Motor Fuel Tax distribution through August, 2019 totaled \$137,033 (\$75,600 was from the old motor fuel allocation and \$61,404 was from the new transportation distribution). Overall, this is up 52% from the same time prior year. This is what they were expecting going forward with the new tax.



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9. PRESIDENT'S REPORT

President Wallace read a Proclamation for National Impaired Driving Prevention Month and proclaimed December as such.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne asked about the CALEA presentation that the Mayor, Village Administrator and Police Chief attended in Kentucky.

Police Chief Patrick Ullrich stated that earlier in July they had their on-site assessment at the police department where two CALEA assessors came in and met with staff and residents to interview them about how they comply with CALEA standards. Prior to that, over the previous four years, they did a web-based review of all policies and proof that they were following those policies. The assessors toured the police facility and DuComm, went on ride-alongs, met with staff, conducted the public hearing where eighteen residents and business owners showed up and spoke. They did phone interviews and also looked at correspondence or letters that people had written in support of their reaccreditation. With that, they recommended that they be considered for reaccreditation. The mayor, village administrator, chief, deputy chief and accreditation manager all went to Covington Kentucky to receive the award. They were required to go through a hearing with several of the CALEA officers who reviewed their report and asked questions. At the end, they recommended that they receive accreditation as a meritorious agency, which means that they have continuously been accredited for the past fifteen years and received the designation of accreditation with excellence, which very few of the accredited agencies receive. They are very proud of that and already on to the next four years.

President Wallace stated it was an honor to be there. When you are amongst that many Police Departments and you hear people that don't even know our town, say you are the "best of the best in the country" - that's very impressive.

Trustee Camerer asked when the Christmas lights would be turned on in the downtown.

Public Works Director Dan Dinges stated that they still have some left to put up since the weather hasn't cooperated. The Depot Museum and the two trees over on Oak can be turned on at any time. They are hoping to get the other trees and the Metra station done shortly.



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11. TOWN HALL

Richard Hansen, 1994 Ridgemore Drive

Mr. Hansen stated that he was a 23 year resident and this was his second time at a Town Hall meeting. The first time was 21 years ago when he opposed the perspective powerplant that was going in his subdivision. He stated that the residents fought it but the board still voted "yes". Long behold, the company went out of business. He wondered how this happened and who did the research on this company? The reason he brings this up relates to the current brush collection policy. On Facebook, someone posted that the Board thinks that the residents are okay with it now but that is not the case. He wanted to know who did the research, how many residents were polled on what to do. Other neighboring communities still have brush collection - why don't we? He indicated that he was still strong enough to cut his own trees and bundle but he is speaking on behalf of older people or those in bad health.

Assistant Village Administrator Scott Skrycki stated that the Board asked them to reach out to Groot and look at different scenarios and ways to help the brush collection program. Staff met with them about a week ago they were asked to speak with their management team about possible solutions. We are still waiting to receive their feedback.

President Wallace agreed with him and especially with the affected senior citizens. When you negotiate a garbage contract, there are way more people that don't use the brush cleanup than those who do. You have to have some kind of balance there as well.

Mr. Hansen suggested doing it just once a month.

President Wallace stated that we should have these revisions completed by spring.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2019-93, an Ordinance Granting a Fence Height Variation for 211 Gatewood Lane and Ordinance 2019-94, an Ordinance Amending the Bartlett Municipal Code Title 10 Zoning to Add Provisions to Allow Certain Adult-Use Cannabis Uses as a Special Use and Prohibiting Certain Adult-Use Cannabis Uses were covered and approved under the Consent Agenda.

Trustee Hopkins presented Ordinance 2019-95, an Ordinance Amending the Bartlett Municipal Code Title 1 Administrative and Title 10 Zoning to add provisions for the Downtown Overlay District and Amending the Village of Bartlett Official Zoning Map. He stated that the Zoning Board of Appeals (ZBA) reviewed the draft document for the downtown overlay district along with a proposed map amendment. They conducted a



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public hearing at their meeting on October 3, 2019 and recommended full approval. The Committee of the Whole reviewed the draft document on November 5, 2019 and the Committee forwarded the proposed text amendment to the Village Board for a final vote.

Trustee Hopkins moved to approve Ordinance 2019-95, an Ordinance Amending the Bartlett Municipal Code Title 1 Administrative and Title 10 Zoning to add provisions for the Downtown Overlay District and Amending the Village of Bartlett Official Zoning Map and that motion was seconded by Trustee Deyne.

Trustee Camerer stated that this brings up the point that he keeps referencing every time they talk about this from the perspective of having stuff in it that is not needed and isn't perceived to ever occur, yet it persists. If it is never going to potentially happen, why do we need to be listed it here? It is an extra road through the Streets of Bartlett. For that reason, he will be voting "no".

Trustee Hopkins asked if that portion of the downtown overlay could be eliminated.

Village Attorney Bryan Mraz stated that he didn't think they could just piecemeal that. There are all kinds of things tied to it like maps, etc.

Planning and Development Director Roberta Grill stated that if the map is the problem on page 39, she believed they could make an amendment to remove that map.

Leslie Oberholtzer, Consultant on the Form-Based Code stated that this section of the code, Layout and Location of Building Sites, the idea is that this is suggesting that new streets could be introduced onto any large-scale development site should it redevelop. It doesn't say that the street has to be located in that location. The reason it is drawn the way it is was because that is what is in the TOD plan. It is not an indication of what has to happen on that site. It would be up to the developer as long as it meets the master plan site regulations.

President Wallace asked for it to be removed.

Trustee Camerer motioned to Amend the "Layout and Location of Building Sites" to delete Figure 29 on page 39 and remove it from the Overlay Plan and that motion was seconded by Trustee Deyne.



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ROLL CALL VOTE TO AMEND THE LAYOUT AND LOCATION TO DELETE FIGURE 29 ON PAGE 39

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins
NAYS: None
ABSENT: Trustee Reinke
MOTION CARRIED

Trustee Hopkins moved to Amend the motion to approve Ordinance 2019-95, an Ordinance Amending the Bartlett Municipal Code Title 1 Administrative and Title 10 Zoning to add provisions for the Downtown Overlay District and Amending the Village of Bartlett Official Zoning Map and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO AMEND THE MOTION TO APPROVE ORDINANCE 2019-95 WITH NOTED CHANGE AND APPROVE AMENDED ORDINANCE 2019-95

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins
NAYS: None
ABSENT: Trustee Reinke
MOTION CARRIED

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that there was no report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE

President Wallace in the absence of Trustee Reinke stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that Resolution 2019-96-R, a Resolution Adopting the Update of the Cook County Multi-Jurisdictional Hazard Mitigation Plan was covered and approved under the Consent Agenda.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that there was no report.



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13. NEW BUSINESS - None
14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None
15. ADJOURN TO COMMITTEE OF THE WHOLE MEETING

President Wallace stated that the Board will be going into the Committee of the Whole meeting immediately following the close of this meeting and then into Executive Session to Discuss Sale of Village Owned Property Pursuant to Section 2(c)6 of the Open Meetings Act.

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

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins

NAYS: None

ABSENT: Trustee Reinke

MOTION CARRIED

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

Lorna Giles
Village Clerk



**VILLAGE OF BARTLETT
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President Wallace called the Committee of the Whole meeting to order at 7:24 p.m.

PRESENT: Chairmen Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, and President Wallace

ABSENT: Chairman Reinke

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Senior Management Analyst Samuel Hughes, Finance Director Todd Dowden, Planning and Development Services Director Roberta Grill, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Golf Course Superintendent Kevin DeRoo, Police Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

FINANCE & GOLF, CHAIRMAN DEYNE

Proposed Capital Budget

Finance Director, Todd Dowden stated that this is the proposed capital budget which once approved, the first year of which will roll into the operating budget.

On page T1 of the proposed capital improvement plan, all five years of the Capital Improvement Plan (CIP) are shown. 2020-2021 is \$15,703,000 and that is the year that staff is looking to approve to roll into the next operating budget year. The five year total for the CIP is \$98,000,404. On the next page of the CIP, you can see a spike of activity in the year 2021-2022, which is when the waste water treatment plant project is scheduled to hit. Tonight, staff is going to review the three new projects that are going to be introduced this year. The three new projects this year are water meter change outs, an irrigation system replacement for the golf course and veranda resurfacing and furniture at the golf course. The water project is going to start in the year 2022-2023 and last three years, totaling \$3 million dollars, paid for out of the water fund.

Public Works Director Dan Dinges stated that the last time meters were changed was in the early 2000's. They typically have a 20 year life. What staff is proposing is to turn the meters into a cellular network. Right now, when staff reads meters, they have a piece of equipment that is in the truck and public works crews have to drive all of the roads to collect the readings. With the cellular network, staff would not be required to drive the streets and we are always collecting that data. They would typically use village water towers to put up antennas and make sure it covers the entire village. Those signals would go to the meters than back to finance and public works so that staff can read those meters at any time. With cellular, you do not have the upfront cost of placing antenna's on the towers, it would be a cellular rental fee. The village pays for cellular service and all of the



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towers, it would be a cellular rental fee. The village pays for cellular service and all of the meters would connect. As technology goes, it will have changed three years from now and we will evaluate the best system at that time. With the cellular network, it will save on manpower to not have staff out driving the roads which usually takes a couple of days. They usually have 1,500 final meter reads from people leaving and we have to send guys out to do that. The big advantage with it would be if someone has a leaky toilet for example. With the new network, we can put alerts on our system if the water meter runs continuously for (X) amount of hours, staff will get alerted that there might be a leak at (123 Main St. for example). Staff would then be able to contact the resident and let them know that their water is running so they can check if something is leaking.

Chairman Hopkins stated that some municipalities have it where the resident can call and see how much water they used that day and can get an alert on their phone if their meter is running.

Mr. Dinges stated that this system could do that. The alert would come to the village and to the resident.

Mr. Dowden stated that the next project to review is the irrigation system for the golf course. The engineering study phase would be in the year 2021-2022. The construction is planned for 2022-2023. Normally these kinds of projects are funded through our developer deposits fund.

Golf Course Superintendent Kevin DeRoo stated that the number one tool in his arsenal to have a successful golf course is water, you can't grow grass without it. The irrigation system at the course is 21 years old and it fails regularly. On October 6th this year, they had a 3" main break which has happened three times in the last three years and it takes a hole or two out of service. According to the USGA, the life expectancy for our irrigation system is 10-30 years. The big fluctuation with that is geographical area. Down south, they don't last as long because they use them 12 months out of the year, while ours is only used 7 months out of the year, but we have freeze thaw cycles which weakens the plastic pipe. In our area, it's roughly 20-25 years.

Chairman Deyne asked what the life expectancy would be for the new irrigation system.

Mr. DeRoo stated that it would be in the same range, another 20-25 years. This price does not include the pump station. The pump station was replaced 10 years after the original system was put in, so it should last another 10 years after the new irrigation system is installed.

Mr. Dowden stated that the next item is the veranda resurfacing and furniture project at the golf course. This is scheduled for the coming year, 2021-2022. It is estimated at \$40,000 and it would come out of the municipal building fund.



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Mr. DeRoo stated that this project is in two phases. The first one would be resurfacing the north and south verandas. The current surface is peeling, cracked and water has gotten underneath and is causing some issues. There has also been some staining from rust from the furniture that we cannot clean off and overall, it is becoming very unsightly. When we are promoting weddings, especially if the bride wants to have an outside wedding, that is one of the first things they see. The next phase would be changing all of the outside tables and chairs that are currently out there. The new tables would have a rubber footprint instead of the wrought iron which has caused some of the rusting issues.

President Wallace asked if it was the front and rear veranda and if it's just an estimate or do we have quotes.

Mr. DeRoo stated that was correct and it is an estimate.

Ms. Schumacher stated that one of those verandas is where we host the outdoor weddings. We have seen a 25% growth in the number of banquets hosted there and staff wants to keep that growth going. We are also attracting larger, higher revenue weddings and we want the facility to match that.

Mr. Dowden stated that part of the advantage of having a capital improvements plan is that it gives public works the opportunity to start work on these projects before the fiscal year budget is passed in April. The MFT program, water main replacement program and other programs need to be set up in advance of the physical work taking place in the summer. Again, the total is \$15,703,580. If there are questions, staff would be happy to answer them, otherwise, staff will bring this to the next board meeting to approve the capital improvement plan and roll into the operating budget.

Chairman Camerer stated that the bike path maintenance line item was not a lot and with the amount of bike paths the village has, \$40,000 would not go very far. He was curious if that was something they should look at financing more.

Mr. Dinges stated that he would agree if they were contracting it all. Public Works crews have been successful in doing some of the work so it is going a lot further. There are some areas that our crews are not geared to do like the stretch by Centennial School that crosses the creek, our staff did not have the equipment to do that and we ran out of time, so that should be done next summer. Next year they are planning to just use their crews and staff will be reaching out to the park district again to see what they can contribute as well. They have been contributing about \$10,000 a year. For now, it should be adequate.

President Wallace stated that in the next year or two, he would like an estimate on what it would cost to do the crossing over Rt. 59 like they have south of St. Andrews. He wanted to at least get an idea of what the cost might be.



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Mr. Dinges stated that they just did one on County Farm, so we can get that number.

Chairman Camerer stated that the west side of town would appreciate it.

Chairman Hopkins stated that we have talked about the Infiltration and Inflow regarding the sewer system and we have lined our sewers but it hasn't really reduced our infiltration and inflow. From the meetings he has had with staff, he knows the lateral sewers are the culprit. He sees we have a 50/50 program in the capital budget, not to exceed \$5,000. He thinks the village should be more aggressive with it. He thinks it should be \$5,000 and then 50/50 after that. After the first year, we can see if there is any traction. The overhead sewer program is slow going because it's 50/50 and he thinks this could really get homeowners to look at it.

Mr. Dinges stated that staff has been talking to communities and trying to figure out what people are doing. Staff talked quite a bit with Naperville and one of the things they are working on is lining of the mains, then the manholes and finally the services. They are lining the service lines from the main, past the right-of-way, at the full cost to the city. That gets you away from the storm sewer connections, and out into a yard that typically doesn't have much infiltration other than ground water. From coming up that far off the main, the hope is that you are getting up above the water table. Naperville has seen good success from that end. Staff recently met with the village lining contractor that's going to get started up in the next few weeks. They do lining and grouting of services, which is another thing Naperville does. They are going to be lining the main west of Oak, north of the tracks, south of Morse. While they are there, they are going to clean and televise, so we can see where some of the bad services are. We are going to have them do some of them so we can see what improvements we get. From there, they plan to go back to the area east of Oak that was already lined, and start hitting the services.

President Wallace stated that he isn't opposed to that if you limited it. Maybe as an incentive, announce it as the first 10 homes that line their service will be paid for up to \$5,000 and see if anyone jumps on it.

President Wallace stated that the Committee will be adjourning to Executive Session to Discuss the Sale of Village Owned Property Pursuant to Section 2(C)6 of the Open Meetings Act. President Wallace moved to adjourn to Executive Session. That motion was moved by Chairman Camerer and seconded by Chairman Carbonaro.

ROLL CALL VOTE TO ADJOURN THE MEETING TO EXECUTIVE SESSION

AYES: Trustee Camerer, Carbonaro, Deyne, Gabrenya, Hopkins
NAYS: None
ABSENT: Chairman Reinke



**VILLAGE OF BARTLETT
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MOTION CARRIED

The meeting adjourned at 7:47 p.m.

President Wallace called the Committee of the Whole meeting to order at 8:13 p.m.

PRESENT: Chairmen Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, and President Wallace

ABSENT: Chairman Reinke

President Wallace moved to adjourn the Committee of the Whole Meeting. That motion was moved by Chairman Deyne and seconded by Chairman Camerer.

ROLL CALL VOTE TO ADJOURN THE MEETING

AYES: Trustee Camerer, Carbonaro, Deyne, Gabrenya, Hopkins

NAYS: None

ABSENT: Reinke

MOTION CARRIED

The meeting adjourned at 8:13 p.m.

Sam Hughes
Deputy Village Clerk

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/3/2019**

100-GENERAL FUND REVENUES

410110-REAL ESTATE TRANSFER TAX

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILLIAM MUNROE	TRANSFER TAX REFUND	825.00
INVOICES TOTAL:		825.00

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	266.21
INVOICES TOTAL:		266.21

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 V3 COMPANIES LTD	SURVEY RAILROAD & BERTEAU	3,800.00
1 VILLAGE OF BLOOMINGDALE	ACCESS O'HARE WEST BROKER EVENT	136.00
INVOICES TOTAL:		3,936.00

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	39.19
INVOICES TOTAL:		39.19

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	HOLIDAY STATIONERY	25.90
1 AMAZON CAPITAL SERVICES INC	TRIPOD MOUNT FOR IPAD	17.70
1 WAREHOUSE DIRECT	DESK CALENDARS/REFILLS	201.96
INVOICES TOTAL:		245.56

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	17.63
INVOICES TOTAL:		17.63

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	250.00
INVOICES TOTAL:		250.00

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

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

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 INVOICES DUE ON/BEFORE 12/3/2019**

**	1	BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	20,656.00
	1	LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	300.00
	1	LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	150.00
				<u>INVOICES TOTAL: 21,106.00</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GEWALT HAMILTON ASSOCIATES INC	SCAT ANALYSES	7,000.00
1 V3 COMPANIES LTD	PARK STORMWATER REVIEW	850.00
1 V3 COMPANIES LTD	W BARTLETT RD ENGINEERING REVIEW	315.00
		<u>INVOICES TOTAL: 8,165.00</u>

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	OCTOBER DEDUCTIBLES	3,460.26
		<u>INVOICES TOTAL: 3,460.26</u>

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	83.99
		<u>INVOICES TOTAL: 83.99</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	DESK CALENDARS/REFILLS	282.69
1 WAREHOUSE DIRECT	PAPER TOWELS/HAND SANITIZER	4.41
		<u>INVOICES TOTAL: 287.10</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	53.60
		<u>INVOICES TOTAL: 53.60</u>

1500-COMMUNITY DEVELOPMENT

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	113.19
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	560.62
		<u>INVOICES TOTAL: 673.81</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	STORAGE CABINET	99.99
INVOICES TOTAL:		99.99

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	196.68
INVOICES TOTAL:		196.68

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN ASSOC OF CODE	MEMBERSHIP DUES/S DUCHESNE	75.00
INVOICES TOTAL:		75.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	500.00
INVOICES TOTAL:		500.00

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CHROMEBOOKS	1,792.00
INVOICES TOTAL:		1,792.00

1600-BUILDING

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	499.24
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	28.92
INVOICES TOTAL:		528.16

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	785.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	1,250.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	4,218.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	1,200.00
INVOICES TOTAL:		7,453.00

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	234.83
INVOICES TOTAL:		234.83

** Indicates pre-issue check.

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532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	FILE FOLDERS/MARKERS	57.75
	INVOICES TOTAL:	57.75

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COUNTRYSIDE FUNERAL HOMES	TRANSPORTATION SERVICES	475.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	91.49
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	236.14
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	61.87
1 VERIZON WIRELESS	WIRELESS SERVICES	815.68
	INVOICES TOTAL:	1,680.18

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	VEHICLE MAINTENANCE SUPPLIES	55.77
1 ARMY TRAIL TIRE AND SERVICE	SPARE TIRE REPLACEMENTS	468.72
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	544.44
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	214.66
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	20.62
1 MR CAR WASH	OCTOBER 2019 CAR WASHES	74.75
	INVOICES TOTAL:	1,378.96

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT FOR NEW PATROL SQUAD	2,873.85
	INVOICES TOTAL:	2,873.85

526100-AUTO BODY REPAIRS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOB'S AUTO BODY INC	AUTO BODY REPAIRS	1,559.02
	INVOICES TOTAL:	1,559.02

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	42.99
1 WAREHOUSE DIRECT	INK CARTRIDGE	122.78
1 WAREHOUSE DIRECT	INK CARTRIDGE	122.79
1 WAREHOUSE DIRECT	STYROFOAM CUPS/MARKERS/SUPPLIES	41.33
1 WAREHOUSE DIRECT	INK CARTRIDGE	127.03
1 WAREHOUSE DIRECT	INK CARTRIDGE	122.79
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	250.29
	INVOICES TOTAL:	830.00

** Indicates pre-issue check.

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530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STREICHER'S INC	BADGE REPAIR	42.99
1 STREICHER'S INC	NEW BADGE	112.50
INVOICES TOTAL:		155.49

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	207.70
INVOICES TOTAL:		207.70

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	8,110.59
INVOICES TOTAL:		8,110.59

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER CUTTER/BINDERS/INDEXES	162.26
1 WAREHOUSE DIRECT	NOTARY STAMP	27.50
1 WAREHOUSE DIRECT	ENVELOPES/LANYARDS/SUPPLIES	416.77
1 WAREHOUSE DIRECT	STYROFOAM CUPS/MARKERS/SUPPLIES	172.53
INVOICES TOTAL:		779.06

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALIBRE PRESS INC	TRAINING REGISTRATION FEES	378.00
1 ILLINOIS DRUG ENFORCEMENT	CONFERENCE FEE/M RUMMELL	275.00
1 ILLINOIS DRUG ENFORCEMENT	CONFERENCE FEE/M KMIECIK	275.00
1 ILLINOIS DRUG ENFORCEMENT	CONFERENCE FEE/G MITCHELL	275.00
1 ILLINOIS DRUG ENFORCEMENT	CONFERENCE FEE/R SIECKMAN	275.00
1 ILLINOIS LEAP	LUNCHEON MEETING REGISTRATION	25.00
1 KATHRYN R JUZWIN	CONSULTING SERVICES	3,750.00
1 ERIC KISTLER	TRAINING EXPENSES	54.90
1 LAWRENCE PINCSAK	CALEA CONFERENCE EXPENSES	1,907.60
1 PETE RAKIEWICZ	IACP CONFERENCE EXPENSES	44.60
1 ROBERT SWEENEY	TRAINING EXPENSES	37.30
1 ROBERT SWEENEY	TRAINING EXPENSES	114.00
1 PATRICK ULLRICH	CALEA CONFERENCE EXPENSES	522.48
INVOICES TOTAL:		7,933.88

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE CHILDREN'S ADVOCACY CENTER	ANNUAL DUES	3,000.00
1 ILLINOIS LEAP	MEMBERSHIP RENEWAL/C SANCHEZ	40.00
1 ILLINOIS LEAP	MEMBERSHIP RENEWAL/H ATKINSON	40.00

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INVOICES TOTAL: 3,080.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE/SUPPLIES	206.01
1 FIRST CLASS CLEANERS	NNO COSTUME CLEANING	30.00
1 FIRST CLASS CLEANERS	DARE TABLECLOTH CLEANING	50.00
1 ZOOS ARE US INC	DEPOSIT/PETTING ZOO FOR NNO	402.50
INVOICES TOTAL:		688.51

545100-EMERGENCY MANAGEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	135.73
INVOICES TOTAL:		135.73

1800-STREET MAINTENANCE

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	98.85
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	113.09
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	13.53
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,580.09
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,446.01
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	6,671.20
1 NICOR GAS	GAS BILL	121.35
1 NICOR GAS	GAS BILL	223.57
1 NICOR GAS	GAS BILL	369.55
INVOICES TOTAL:		10,637.24

524230-SNOW PLOWING CONTRACTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AJD CONCRETE CONSTRUCTION CORP	SNOW PLOWING SERVICES	1,080.00
1 VIRGILIO CARDENAS	SNOW PLOWING SERVICES	1,350.00
1 CORNERSTONE LAND & LAWN INC	SNOW PLOWING SERVICES	3,600.00
1 HENSON CONCRETE CONSTRUCTION	SNOW PLOWING SERVICES	2,565.00
1 S & B PLOWING & SNOW	SNOW PLOWING SERVICES	1,125.00
INVOICES TOTAL:		9,720.00

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXANDER EQUIPMENT COMPANY INC	CHIPPER REPAIRS	1,590.19
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	553.51
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	136.87
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,138.32
1 POMP'S TIRE SERVICE INC	FLAT TIRE REPAIRS	439.90
1 ULTRA STROBE COMMUNICATIONS INC	RADIO EQUIPMENT REMOVAL	80.00

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INVOICES TOTAL: 3,938.79

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
	<u>INVOICES TOTAL:</u>	<u>270.00</u>

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	2,377.18
	<u>INVOICES TOTAL:</u>	<u>2,377.18</u>

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - NOV 2019	5,925.00
1 FENCE CONNECTION INC	FENCE INSTALLATION	8,600.00
1 SEBERT LANDSCAPING CO	NOVEMBER 2019 LAWN MAINTENANCE	1,272.00
1 SEBERT LANDSCAPING CO	NOVEMBER 2019 LAWN MAINTENANCE	2,251.29
	<u>INVOICES TOTAL:</u>	<u>18,048.29</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	190.88
1 AIRGAS USA LLC	CYLINDER LEASE RENEWAL	63.57
1 DULTMEIER SALES LLC	MATERIALS & SUPPLIES	42.55
1 FASTENAL COMPANY	MATERIALS & SUPPLIES	495.81
1 HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	184.52
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS	12.50
1 MIDWEST SALT LLC	DEICER	2,318.00
1 RANDALL PRESSURE SYSTEMS INC	MATERIALS & SUPPLIES	40.28
1 WEST SIDE TRACTOR SALES	MATERIALS & SUPPLIES	163.24
	<u>INVOICES TOTAL:</u>	<u>3,511.35</u>

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	539.70
	<u>INVOICES TOTAL:</u>	<u>539.70</u>

** Indicates pre-issue check.

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532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	5,073.68
INVOICES TOTAL:		5,073.68

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGE	90.92
1 WAREHOUSE DIRECT	PAPER/HAND SOAP/SUPPLIES	74.58
1 WAREHOUSE DIRECT	COFFEE/SUGAR/CREAMER	239.87
INVOICES TOTAL:		405.37

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE UPS STORE	SHIPPING CHARGES	11.86
INVOICES TOTAL:		11.86

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	530.70
1 HMI	EQUIPMENT MAINTENANCE	104.68
1 HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	34.51
1 INTERSTATE BILLING SERVICE INC	FUEL FILTERS	410.76
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.39
1 MONROE TRUCK EQUIPMENT INC	MAINTENANCE SUPPLIES	556.09
1 MONROE TRUCK EQUIPMENT INC	MAINTENANCE SUPPLIES	83.44
INVOICES TOTAL:		1,748.57

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	SIGN MAKING MATERIALS	541.29
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	581.40
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,392.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,495.00
1 THE SHERWIN-WILLIAMS CO	MAINTENANCE SUPPLIES	721.60
1 THE SHERWIN-WILLIAMS CO	DISPLACEMENT PUMP	591.00
INVOICES TOTAL:		5,322.29

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARLINGTON POWER EQUIPMENT INC	MAINTENANCE SUPPLIES	410.14
1 THE CONSERVATION FOUNDATION	CREEK RESTORATION PROJECT	1,300.00
INVOICES TOTAL:		1,710.14

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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1 HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	199.00
1 UNIFIRST CORPORATION	MATS	19.78
1 UNIFIRST CORPORATION	MATS	19.78
		<u>INVOICES TOTAL: 238.56</u>

534800-STREET LIGHTS MAINT MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 STEINER ELECTRIC COMPANY	LIGHTING SUPPLIES	118.80
		<u>INVOICES TOTAL: 118.80</u>

543101-DUES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMERICAN PUBLIC WORKS ASSOCIATION	ANNUAL MEMBERSHIP DUES	408.33
		<u>INVOICES TOTAL: 408.33</u>

543800-STORMWATER FACILITIES MAINT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 EMERALD SITE SERVICES LLC	FEMA BASING EROSION REPAIR	1,950.00
1 WELCH BROS INC	GRAVEL PURCHASE	304.50
1 WELCH BROS INC	GRAVEL PURCHASE	84.00
1 WELCH BROS INC	GRAVEL PURCHASE	473.75
1 WELCH BROS INC	MAINTENANCE SUPPLIES	127.40
		<u>INVOICES TOTAL: 2,939.65</u>

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SCHROEDER ASPHALT SERVICES INC	2019 MFT VARIOUS STREETS PROJECT	56,192.21
		<u>INVOICES TOTAL: 56,192.21</u>

583082-STEARNES RD COUNTY CRK CULVRT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HAMPTON LENZINI AND RENWICK INC	STEARNES NATIVE MANAGEMENT	1,000.00
		<u>INVOICES TOTAL: 1,000.00</u>

4200-MUNICIPAL BLDG PROJECTS EXP

585058-2016 POLICE STATION

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WILLIAMS ASSOCIATES ARCHITECTS LTD	POLICE STATION	39,811.49
		<u>INVOICES TOTAL: 39,811.49</u>

430000-DEVELOPER DEPOSITS FUND

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262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ERICK ZENKNER	BOND REFUND	5,000.00
INVOICES TOTAL:		5,000.00

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - NOV 2019	800.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	150.00
INVOICES TOTAL:		950.00

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	NOVEMBER 2019 BILLING	732.92
INVOICES TOTAL:		732.92

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	39.89
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	299.54
INVOICES TOTAL:		339.43

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHAMPION FRAME-ALIGN INC	VEHICLE MAINTENANCE	236.90
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	702.18
1 ULTRA STROBE COMMUNICATIONS INC	RADIO EQUIPMENT INSTALLATION	430.83
INVOICES TOTAL:		1,369.91

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	675.25
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	656.00
1 WELCH BROS INC	GRAVEL PURCHASE	1,150.50
1 WELCH BROS INC	GRAVEL PURCHASE	104.12
1 WELCH BROS INC	GRAVEL PURCHASE	98.00
INVOICES TOTAL:		2,683.87

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	317.15
INVOICES TOTAL:		317.15

** Indicates pre-issue check.

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532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	797.89
	INVOICES TOTAL:	797.89

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/HAND SOAP/SUPPLIES	58.08
	INVOICES TOTAL:	58.08

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	NOVEMBER BILLS POSTAGE	2,541.84
	INVOICES TOTAL:	2,541.84

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DORNER COMPANY	MAINTENANCE SUPPLIES	1,251.68
1 HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	144.55
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.40
1 USA BLUE BOOK	MAINTENANCE SUPPLIES	611.19
	INVOICES TOTAL:	2,035.82

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	34.68
1 UNIFIRST CORPORATION	MATS	19.78
1 UNIFIRST CORPORATION	MATS	19.78
	INVOICES TOTAL:	74.24

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOCIATION	ANNUAL MEMBERSHIP DUES	408.33
	INVOICES TOTAL:	408.33

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DEBRA LARSEN	REFUND/ONLINE PAYMENT ERROR	5,309.37
	INVOICES TOTAL:	5,309.37

5090-WATER CAPITAL PROJECTS EXP

581035-WATER SYSTEM MODELING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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1 INDEPENDENT MECHANICAL INDUSTRIES INC LAKE STREET PUMP STATION UPGRADES	8,876.00
INVOICES TOTAL:	8,876.00

581037-DWC PUMP STA,STORAGE,LAND

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	9,667.40
1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	7,106.22
INVOICES TOTAL:		16,773.62

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - NOV 2019	1,660.00
1 LIONHEART CRITICAL POWER	GENERATOR INSPECTIONS	5,500.00
INVOICES TOTAL:		7,160.00

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	NOVEMBER 2019 BILLING	732.91
INVOICES TOTAL:		732.91

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	239.90
INVOICES TOTAL:		239.90

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	MISC. ENVIRONMENTAL REVIEWS	423.75
INVOICES TOTAL:		423.75

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	57.53
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	92.93
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	63.04
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	224.55
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	106.23
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	175.03
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	143.19
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	154.28
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	143.02
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	247.72
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	186.74
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	315.10
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	355.10
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	548.25

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 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/3/2019**

1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	129.63
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	138.41
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	176.78
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	309.20
			<u>INVOICES TOTAL:</u> 3,566.73

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	4,072.00
		<u>INVOICES TOTAL:</u> 4,072.00

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXANDER PLUMBING B	OVERHEAD SEWER INSTALLATION	13,860.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	127.08
		<u>INVOICES TOTAL:</u> 13,987.08

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	190.89
1 AIRGAS USA LLC	CYLINDER LEASE RENEWAL	63.57
1 FASTENAL COMPANY	MATERIALS & SUPPLIES	13.50
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	29.39
		<u>INVOICES TOTAL:</u> 297.35

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	4,230.37
		<u>INVOICES TOTAL:</u> 4,230.37

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	173.97
		<u>INVOICES TOTAL:</u> 173.97

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,233.96
		<u>INVOICES TOTAL:</u> 1,233.96

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/HAND SOAP/SUPPLIES	57.44
1 WAREHOUSE DIRECT	INK CARTRIDGE	96.20
		<u>INVOICES TOTAL:</u> 153.64

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/3/2019**

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	NOVEMBER BILLS POSTAGE	2,541.83
	INVOICES TOTAL:	2,541.83

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	273.10
1 CENTRISYS CORPORATION	MAINTENANCE SUPPLIES	353.22
1 FLOW-TECHNICS INC	PUMP INSTALLATION	1,725.00
1 FLOW-TECHNICS INC	MAINTENANCE SUPPLIES	1,387.01
1 HAWKINS INC	PUMP TUBES	357.79
1 HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	128.68
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.40
1 LIONHEART CRITICAL POWER	EQUIPMENT REPLACEMENT	1,142.00
	INVOICES TOTAL:	5,395.20

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	19.79
1 UNIFIRST CORPORATION	MATS	19.79
	INVOICES TOTAL:	39.58

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOCIATION	ANNUAL MEMBERSHIP DUES	408.34
	INVOICES TOTAL:	408.34

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST WATER GROUP INC	EQUIPMENT MATERIALS	10,109.45
	INVOICES TOTAL:	10,109.45

582026-LIFT STATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRAWFORD MURPHY & TILLY	BIDDING ASSISTANCE	2,540.00
	INVOICES TOTAL:	2,540.00

582027-NEW DISC FILTER

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	WWTP DESIGN IMPROVEMENTS	33,100.00
	INVOICES TOTAL:	33,100.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/3/2019**

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	384.00
1 UNIFIRST CORPORATION	MATS	21.52
1 UNIFIRST CORPORATION	MATS	21.52
1 UNIFIRST CORPORATION	MATS	21.52
INVOICES TOTAL:		448.56

523800-RENT TO RAILROAD

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRA	QTRLY LEASE PYMT/AUG-OCT 2019	1,715.01
INVOICES TOTAL:		1,715.01

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	82.73
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	480.10
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	63.08
INVOICES TOTAL:		625.91

570200-BLDG & GROUNDS IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARLSON GLASS	DEPOSIT/METRA SHELTER FRAME	1,484.00
1 MIDWEST MECHANICAL	HEATING UNIT REPAIRS	1,724.67
INVOICES TOTAL:		3,208.67

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	108.64
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	303.53
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - OCT 2019	275.62
1 ROSCOE CO	MATS	169.61
INVOICES TOTAL:		857.40

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	BARTLETT VETERANS PAGE SUPPORT	15.00
INVOICES TOTAL:		15.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING SERVICES	1,690.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/3/2019**

1 CINTAS FIRE PROTECTION	EQUIPMENT REPAIRS	1,590.00
1 CINTAS FIRE PROTECTION	FIRE SPRINKLER REPAIRS	639.00
	INVOICES TOTAL:	3,919.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,690.77
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	35.77
	INVOICES TOTAL:	1,726.54

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	COTTON GLOVES/PAPER TOWELS	138.50
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	56.02
	INVOICES TOTAL:	194.52

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	563.60
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	11.92
	INVOICES TOTAL:	575.52

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	386.00
	INVOICES TOTAL:	386.00

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	231.78
	INVOICES TOTAL:	231.78

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	28.75
	INVOICES TOTAL:	28.75

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST ASSOC OF GOLF COURSE	MEETING REGISTRATION	70.00
1 MIDWEST ASSOC OF GOLF COURSE	MEETING REGISTRATION	125.00
	INVOICES TOTAL:	195.00

5560-GOLF RESTAURANT EXPENSES

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/3/2019**

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	50.00
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - OCT 2019	36.19
INVOICES TOTAL:		136.19

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	BARTLETT VETERANS PAGE SUPPORT	15.00
INVOICES TOTAL:		15.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	281.80
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5.96
INVOICES TOTAL:		287.76

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	29.28
1 EDWARD DON & COMPANY	COTTON GLOVES/PAPER TOWELS	65.94
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	20.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	102.55
INVOICES TOTAL:		217.77

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE	20.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	57.02
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	201.19
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	143.36
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	297.00
INVOICES TOTAL:		718.57

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	50.00
1 A MAESTRANZI SONS	SLICER BLADE SHARPENING	50.00
1 A MAESTRANZI SONS	KNIFE SERVICE	19.00
1 ALSCO	LINEN SERVICES	347.19
1 BB WEDDINGS & EVENTS INC	CHAIR COVER RENTAL	263.25
1 BB WEDDINGS & EVENTS INC	CHAIR COVER RENTAL	168.75
1 BB WEDDINGS & EVENTS INC	CHAIR COVER RENTAL	225.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/3/2019**

1 BB WEDDINGS & EVENTS INC	CHAIR COVER RENTAL	360.00
1 BB WEDDINGS & EVENTS INC	CHAIR COVER RENTAL	180.00
1 BB WEDDINGS & EVENTS INC	CHAIR COVER RENTAL	236.25
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - OCT 2019	36.19
INVOICES TOTAL:		1,935.63

522500-EQUIPMENT RENTALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BB WEDDINGS & EVENTS INC	CHAIR RENTAL	831.25
1 BB WEDDINGS & EVENTS INC	CHAIR RENTAL	475.00
1 ELEGANT PRESENTATIONS INC	TABLE/CHAIR SASH RENTAL	335.80
INVOICES TOTAL:		1,642.05

523100-ADVERTISING

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 EXAMINER PUBLICATIONS INC	LADIES NIGHT OUT ADVERTISING	120.00
1 EXAMINER PUBLICATIONS INC	BARTLETT VETERANS PAGE SUPPORT	15.00
INVOICES TOTAL:		135.00

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	281.80
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5.96
INVOICES TOTAL:		287.76

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	PROJECTOR LAMP BULB/SUPPLIES	55.18
1 CINTAS CORPORATION	FIRST AID SUPPLIES	29.28
1 EDWARD DON & COMPANY	COTTON GLOVES/PAPER TOWELS	152.20
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	36.19
1 MLA WHOLESALE INC	FLOWERS	170.85
1 MLA WHOLESALE INC	FLOWERS	169.50
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	24.30
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	238.21
INVOICES TOTAL:		875.71

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	PAPER/ADDRESS LABELS	105.87
INVOICES TOTAL:		105.87

534320-PURCHASES - FOOD & BEVERAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	434.23
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	301.00
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	168.52

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/3/2019**

1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	301.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	459.70
1 EUCLID BEVERAGE LLC	BEER PURCHASE	167.20
1 GRECO AND SONS INC	FOOD PURCHASE	681.51
1 GRECO AND SONS INC	FOOD PURCHASE	52.39
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	555.93
1 GRECO AND SONS INC	FOOD PURCHASE	98.44
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	156.00
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	54.39
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	155.08
1 LAKESHORE BEVERAGE	BEER PURCHASE	106.55
1 MIDWEST FOODS	FOOD PURCHASE	335.41
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	2,009.09
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	36.95
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,724.13
	INVOICES TOTAL:	<u>7,797.52</u>

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	256.55
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	2,658.00
	INVOICES TOTAL:	<u>2,914.55</u>

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	93.00
	INVOICES TOTAL:	<u>93.00</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	228.16
1 ATLAS BOILER & WELDING CO INC	EQUIPMENT MAINTENANCE	2,024.54
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	100.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - OCT 2019	3,752.00
1 UNIFIRST CORPORATION	MATS	81.58
1 UNIFIRST CORPORATION	MATS	81.58
1 UNIFIRST CORPORATION	MATS	81.58
	INVOICES TOTAL:	<u>6,349.44</u>

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALL ONE	TELEPHONE BILL	222.72
1 COMCAST	TELEPHONE BILL	4,072.87
	INVOICES TOTAL:	<u>4,295.59</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/3/2019**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	41.48
INVOICES TOTAL:		41.48

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	243.43
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	270.24
1 WAREHOUSE DIRECT	PAPER TOWELS/HAND SANITIZER	306.64
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	201.02
INVOICES TOTAL:		1,021.33

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	128.18
INVOICES TOTAL:		128.18

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS	FLOWERS	86.99
INVOICES TOTAL:		86.99

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DELL MARKETING L.P.	REPLACEMENT COMPUTERS	38,812.77
INVOICES TOTAL:		38,812.77

GRAND TOTAL: 464,483.58

GENERAL FUND	146,779.53
MOTOR FUEL TAX FUND	57,192.21
MUNICIPAL BUILDING FUND	39,811.49
DEVELOPER DEPOSITS FUND	5,000.00
WATER FUND	43,268.47
SEWER FUND	90,406.06
PARKING FUND	5,998.15
GOLF FUND	22,284.34
CENTRAL SERVICES FUND	53,743.33
GRAND TOTAL	464,483.58

** Indicates pre-issue check.



Agenda Item Executive Summary

Item Name 2020 Annual Meeting Schedule Committee or Board Committee

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund			
EXECUTIVE SUMMARY			
Attached is the 2020 Annual Meeting Schedule for your review.			
ATTACHMENTS (PLEASE LIST)			
Meeting Schedule			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the annual meeting schedule for 2020.

Staff: Lorna Giles, Village Clerk Date: 11/25/19



THE VILLAGE OF
BARTLETT

228 S. MAIN STREET
BARTLETT, ILLINOIS 60103
PHONE 630.837.0800
FAX 630.837.7168
www.village.bartlett.il.us

VILLAGE PRESIDENT
Kevin Wallace

ADMINISTRATOR
Paula Schumacher

VILLAGE CLERK
Lorna Gilles

TRUSTEES
Michael E. Camerer D.C.
Vince Carbonaro
Raymond H. Deyne
Kristina Gabrenya, OD, FAAO
Adam J. Hopkins
Aaron H. Reinke

TO THE EDITOR: Daily Herald, Courier News, Chicago Tribune, Chicago Sun Times, Examiner Publications, Suburban Life Publications
SUBJECT: Annual Meeting Notice
DATE: December 3, 2019

In conformance with the Illinois Open Meetings Act, please be advised that the following is a list of 2020 regularly scheduled meetings to be held in Village Hall at 228 S. Main Street.

Location: Council Chamber of Village Hall

Village Board	1st & 3rd Tuesday at 7:00 PM with the following exception: [August 4 Cancelled for National Night Out]
Building & Zoning Committee Community & Economic Development Finance & Golf License & Ordinance Police & Health Public Works Committee	1st & 3rd Tuesday following Board meeting
Zoning Board of Appeals	1st Thursday at 7:00 PM
Plan Commission	2nd Thursday at 7:00 PM
Economic Development Commission	2nd Monday at 7:00 PM
Bike and Run Plan Advisory Committee	Thursday, January 9 at 3:00 PM Thursday, March 26 at 3:00 PM Thursday, June 25 at 3:00 PM Thursday, September 24 at 3:00 PM Thursday, December 31 at 3:00 PM

Location: 2nd Floor Training Room of Village Hall

Police Pension Board	Thursday, February 20 at 2:00 PM Thursday, May 21 at 2:00 PM Thursday, August 20 at 2:00 PM Thursday, November 19 at 2:00 PM
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Location: Police Department

Board of Fire & Police Commissioners	1st Tuesday at 3:30 PM
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You will be notified of any special, reconvened, rescheduled or cancelled meetings throughout the year.

Sincerely,

Lorna Gilles
Village Clerk



Agenda Item Executive Summary

Item Name 2019 Property Tax Levy Approval

Committee
or Board Board

BUDGET IMPACT

Amount: \$11,252,747

Budgeted \$11,242,747

List what
fund

General, Debt Service, Police Pension

EXECUTIVE SUMMARY

Attached is the 2019 property tax levy ordinance. The total levy is \$11,252,747, a 1.07% decrease from the 2018 property tax extension. A Truth In Taxation Public Hearing for the 2019 levy was held on November 5, 2019.

ATTACHMENTS (PLEASE LIST)

Memo, Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Ordinance Number 2019-_____ An Ordinance for the Levy and Assessment of Taxes for the General Corporate and Other Purposes of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, for the Fiscal Year Beginning May 1, 2019 and ending April 30, 2020.

Staff: Todd Dowden, Finance Director

Date: 11/25/19

Village of Bartlett Finance Department Memo 2019 - 29

DATE: November 25, 2019
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: 2018 Property Tax Levy Ordinance

Attached is the 2018 property tax levy ordinance. The total levy is \$11,252,747, a 1.07% decrease from the 2018 property tax extension. A Truth In Taxation Public Hearing for the 2019 levy was held on November 5, 2019. A summary of the 2019 levy is included below:

Proposed Levy Compared to Prior Year's Extension				
	2019 Proposed Levy	2018 Extension	Increase (Decrease)	Percent Change
General Corporate	6,433,094	6,547,770	(114,676)	-1.75%
Police Pension	1,730,426	1,612,776	117,650	7.29%
Subtotal	8,163,520	8,160,546	2,974	0.04%
Debt Service	3,089,227	3,214,479	(125,252)	-3.90%
TOTAL	11,252,747	11,375,025	(122,278)	-1.07%

Motion: To approve Ordinance 2019- _____, An Ordinance for the Levy and Assessment of Taxes for the General Corporate and Other Purposes of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, for the Fiscal Year Beginning May 1, 2019 and ending April 30, 2020.

**ORDINANCE 2019-
ANNUAL TAX LEVY ORDINANCE**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE
GENERAL CORPORATE AND OTHER PURPOSES OF THE VILLAGE OF
BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS, FOR THE FISCAL
YEAR BEGINNING MAY 1, 2019 AND ENDING APRIL 30, 2020.**

WHEREAS, the Village of Bartlett is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution"); and

WHEREAS, the President and Board of Trustees of the Village of Bartlett have heretofore on April 2, 2019, passed, adopted, and approved the Annual Budget for the Village of Bartlett for the fiscal year beginning May 1, 2019 and ending April 30, 2020 ("the current fiscal year") after a public hearing held pursuant to the notice and other requirements of Section 8-2-9.1 through 8-2-9.9 of the Illinois Municipal Code (65 ILCS 5/8-2-9.1 through 8-2-9.9).

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

SECTION ONE: That the total amount of budgeted funds for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of Eleven Million, Two Hundred Fifty-Two Thousand, Seven Hundred Forty-Seven (\$11,252,747).

SECTION TWO: That the sum of Eleven Million, Two Hundred Fifty-Two Thousand, Seven Hundred Forty-Seven (\$11,252,747), being the total of the budgeted funds which are to be collected from the tax levy for the current fiscal year of the Village of Bartlett for the corporate purposes of the Village of Bartlett and also for the purpose of providing for a Corporate Fund, Debt Service Fund, and a Police Pension Fund, as budgeted for the current fiscal year by the Annual Budget of the Village of Bartlett for the fiscal year ending April 30, 2020, approved by the corporate authorities of the Village of Bartlett at the legally convened meeting of April 2, 2019, be, and is hereby levied upon all of the property subject to taxation for the current year, the specific amounts as levied for the various funds heretofore named being included herein by being placed in separate columns under the heading "To Be Raised by Tax Levy", which appears over the same, the tax so levied being for the current fiscal year of said Village beginning May 1, 2019 and ending April 30, 2020, and for the said budget to be collected from said tax levy, the total of which has been ascertained as aforesaid, and being as follows, to wit:

	Budget Amount	Estimated Receipts from Sources Other than Tax Levy	To Be Raised by Tax Levy
General Fund			
Office of Village Board	1,933,273	1,179,509	753,764
Professional Services	557,300	340,014	217,286
Liability Insurance	640,000	265,706	374,294
Finance Department	1,018,452	502,243	516,209
Community Development	898,349	898,349	0
Building Department	1,015,831	1,015,831	0
Police Department	11,965,696	8,699,984	3,265,712
Streets Department	4,186,531	2,880,702	1,305,829
Total General Fund	22,215,432	15,782,338	6,433,094
Total Budget for Corporate Fund	22,215,432		
Less Estimated Revenues from Sources Other than Taxation		15,782,338	
Total Amount to be Raised by Tax Levy for Corporate Fund			6,433,094
Debt Service Fund			
2012 GO Bonds	718,619	0	718,619
2016 GO Bonds	1,182,825	0	1,182,825
2017 GO Bonds	330,000	71,592	258,408
2019 GO Bonds	1,483,488	554,113	929,375
Total Debt Service Fund	3,714,932	625,705	3,089,227

	Budget Amount	Estimated Receipts from Sources Other than Tax Levy	To Be Raised by Tax Levy
Police Pension Fund			
Current Pensions & Expenses	2,278,012		
Reserve for Future Pensions	2,740,559		
Total Police Pension Fund	5,018,571	3,288,145	1,730,426
Total Budget for Police Pension Fund	5,018,571		
Less Estimated Revenues from Sources Other than Taxation		3,288,145	
Total Amount to be Raised by Tax Levy for Police Pension Fund			1,730,426
Summary of All Levied Funds			
General Corporate Fund	22,215,432	15,782,338	6,433,094
Debt Service Fund	3,714,932	625,705	3,089,227
Police Pension Fund	5,018,571	3,288,145	1,730,426
Total All Levied Funds	30,948,935	19,696,188	11,252,747
Total Budget for All Levied Funds	30,948,935		
Less Estimated Revenues from Sources Other than Taxation		19,696,188	
Total Amount to be Raised by Tax Levy for All Levied Funds			11,252,747

SECTION THREE: That the total amount of Eleven Million, Two Hundred Fifty-Two Thousand, Seven Hundred Forty-Seven (\$11,252,747) ascertained above, be, and the same is hereby levied and assessed on all property subject to taxation within the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, according to the value of said property as assessed and equalized for State and County purposes for the current year.

SECTION FOUR: This levy ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code provided, however, any tax rate limitation or any other substantive limitations as to tax levies in the Illinois Municipal Code in conflict with this ordinance shall not be applicable to this ordinance pursuant to Section 6 of Article VII of the Constitution of the State of Illinois.

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

CERTIFICATE OF COMPLIANCE WITH TRUTH IN TAXATION LAW

I, Kevin Wallace, Village President and presiding officer of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, do hereby certify that the Village of Bartlett has fully and completely complied with the provisions of Sections 18-60 through 18-85 of the Truth in Taxation Law (35 ILCS 200/18-60 through 18-85) in the adoption of the attached Village of Bartlett tax levy ordinance entitled "Annual Tax Levy Ordinance", Ordinance No. 2019- .

Kevin Wallace, Village President



Agenda Item Executive Summary

Item Name 2019 Abatement of 2017 GO Bonds

Committee
or Board Board

BUDGET IMPACT

Amount:	\$71,592	Budgeted	\$71,592
List what fund	Debt Service		

EXECUTIVE SUMMARY

The final process for the 2019 tax levy is to calculate tax levy abatements for the 2017 GO Refunding Bonds. Abatements proposed equal \$71,592

ATTACHMENTS (PLEASE LIST)

Memo, Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve abatement ordinance 2019 - _____ an ordinance providing for an abatement of \$71,592 for the 2017 GO Refunding Bonds.

Staff: Todd Dowden, Finance Director

Date: 11/25/2019

Village of Bartlett
Finance Department Memo
2019 - 28

DATE: November 25, 2019
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Abatement for 2017 GO Refunding Bonds

The final process for the 2019 tax levy is to calculate tax levy abatements for the 2017 refunding bonds. Total gross debt service for the 2017 general obligation refunding bonds equals \$330,000. Abatements proposed equal \$71,592. Therefore, the net debt service equals \$258,408. The following represents the detail of the proposed abatements:

The abatement being proposed is in the amount of \$71,592. The 2017 bond issue estimates a payment in the amount of \$41,712 for the Fire District's share of the bonds attributable to the portion of the District outside of the Village. Also, the amount of \$29,880 is to be transferred from the Brewster Creek TIF Municipal fund to the Debt Service fund to pay for its portion of the bonds.

Motion: I move to approve abatement ordinance 2019 - _____ an ordinance providing for an abatement of \$71,592 for the 2017 GO Refunding Bonds.

ORDINANCE 2019-

AN ORDINANCE abating a portion of taxes heretofore levied for the year 2019 to pay debt service on: General Obligation Refunding Bonds Series 2017 of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

WHEREAS, the Board of Trustees (the "Board") of the Village of Bartlett, an Illinois municipal corporation of DuPage, Cook and Kane Counties, Illinois (the "Village") heretofore adopted Ordinance 2017-78:

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds, Series 2017, of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and for the levy and collection of direct annual tax for the payment of and interest on said bonds

("Ordinance 2017-78"); and

WHEREAS, Ordinance 2017-78 did provide for the issuance of not to exceed \$2,950,000 General Obligation Bonds, hereinafter referred to as the "Bartlett Series 2017 GO Refunding Bonds" and for the levy of a direct annual tax sufficient to pay the principal and interest on the Bartlett Series 2017 GO Refunding Bonds; and

WHEREAS, Section 12 of said Ordinance 2017-78 directed the County Clerks of DuPage, Cook and Kane Counties to levy for the year 2019 a tax sufficient to produce the dollar sum of \$359,000 for principal and interest to and including December 1, 2020 on the Bartlett Series 2017 GO Refunding Bonds; and

WHEREAS, the Board has determined that there will be on hand in the Village funds from other lawful sources available to pay the amount of \$71,592 toward debt service on the Bartlett Series 2017 GO Refunding Bonds, which after prior abatement by the Direction for the Abatement of Taxes for the 2019 Levy of \$29,000 of the \$359,000 tax levied for 2019 in Ordinance 2017-78, left a tax to be extended sufficient to produce the sum of \$330,000 for the 2019 levy with respect to the Bartlett Series 2017 GO Refunding Bonds; and

WHEREAS, on July 21, 2017, the Village caused to be filed with the County Clerk of the County of DuPage, Illinois and with the County Clerk of the County of Kane, Illinois a certain Direction for Abatement of Taxes, and on December 20, 2017, the Village caused to be filed with the County Clerk of the County of Cook, Illinois that same Direction for Abatement of Taxes (the "Direction for the Abatement of Taxes for Ordinance 2017-78"), signed by the designated officers of the Village pursuant to Ordinance 2017-78, confirming the sale of the Series 2017 GO Refunding Bonds, and abating a portion of the taxes levied for various years under Ordinance 2017-78;

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

SECTION ONE: Partial Abatement of Tax Levied Under Ordinance 2017-78. That \$71,592 of the tax heretofore levied for the year 2019 in Village of Bartlett Ordinance 2017-78 to pay principal and interest on the Bartlett Series 2017 GO Refunding Bonds, to the extent not previously abated by the Direction for Abatement of Taxes for Ordinance 2017-78 for the year 2019, shall be abated, thereby leaving \$258,408 of the tax levy for 2019 to be levied for principal and interest to and including December 1, 2020. Nothing contained herein shall be construed as abating the remaining \$258,408 of the \$330,000 tax levy for 2019 after prior abatement, or abating any portion of the tax levies set forth in Section 12 of Ordinance 2017-78 after adjustment for the prior abatements set forth in the Direction for the Abatement of Taxes for Ordinance 2017-78, for future years 2020 through 2026.

SECTION TWO: Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy of this Ordinance with the respective County Clerks of DuPage, Cook and Kane Counties, and it shall be the duty of said County Clerks to abate the portion of taxes for the year 2019 in accordance with the provisions of Section One of this Ordinance.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 3, 2019

APPROVED: December 3, 2019

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2019- enacted on December 3, 2019, approved on December 3, 2019 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Village of Bartlett
Finance Department Memo
2019 - 27

DATE: November 25, 2019

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Bluff City SSA 2019 Tax Levy Abatement

Attached is an ordinance to abate a portion of the 2019 tax levy for the Bluff City Special Service Area. In July 2018, the Village Board Adopted an amended ordinance authorizing the issuance of Unlimited Ad Valorem Tax Refunding Bonds in the aggregate principal amount not to exceed \$5,550,000, for the purpose of refunding the Village's Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Variable Rate Demand Bonds. This ordinance provides for the annual levy of taxes against property in the Special Service Area only to pay the debt service on the bonds.

The bonds are variable rate bonds with a maximum interest rate of 9%. The levy specified in the bond ordinance presumes the maximum rate. Each year, there is a formula to estimate how much will actually be required for interest payments for the coming year. If the amount of the estimated interest payments is less than 9%, an abatement ordinance will be presented to the Board to reduce that year's levy.

The 2019 levy requirement in the bond ordinance is \$1,224,900. The estimated interest rate is 5.75%. Principal to be paid totals \$900,000. In addition, there is approximately \$109,642 remaining in the unlimited ad valorem tax account that can be used for next year's debt service. The end result is that the levy requirement is \$997,933. The attached abatement ordinance will reduce the 2019 levy to the required \$997,933.

MOTION: I MOVE TO APPROVE ORDINANCE 2019-_____ AN ORDINANCE ABATING CERTAIN 2019 TAX LEVIES OF THE VILLAGE OF BARTLETT FOR SPECIAL SERVICE AREA NUMBER ONE (BLUFF CITY).

ORDINANCE 2019 - _____

**AN ORDINANCE ABATING CERTAIN 2019 TAX LEVIES
OF THE VILLAGE OF BARTLETT FOR SPECIAL SERVICE
AREA NUMBER ONE (BLUFF CITY)**

WHEREAS, on July 17, 2018, the President and Board of Trustees of the Village of Bartlett heretofore adopted Ordinance 2018-87:

An amended ordinance authorizing and providing for the issuance of Village of Bartlett, DuPage and Kane Counties, Illinois, Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Refunding Bonds, Series 2018, in the aggregate principal amount not to exceed \$5,550,000, for the purpose of refunding the Village's Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Variable Rate Demand Bonds, Series 2004, setting forth the terms under which bonds are to be issued, and providing for the rights of the owners thereof; and

WHEREAS, on August 23, 2018, a Bond Order, Notification of Sale and Direction for Levy of Taxes (the "Bond Order") was filed with the Tax Extension Division of the Office of the County Clerk of Cook County, which set forth on Exhibit A attached thereto, the specific terms of the bonds and the levy of taxes to pay principal and interest on the bonds issued pursuant to Ordinance 2018-87; and

WHEREAS Exhibit A to the Bond Order directed the County Clerk of Cook County to extend for the year 2019 a tax sufficient to produce the sum of \$1,224,900.00 for principal and interest to and including December 1, 2020 when the said payment comes due; and

WHEREAS, the President and Board of Trustees have determined that the maximum interest rate on the bonds for 2020 will be 5.75%, resulting in total debt service requirement of \$1,107,575.00 for principal and interest to and including December 1, 2020; and

WHEREAS, the President and Board of Trustees have determined that there will be on hand in the Unlimited Ad Valorem Tax Fund of the Bluff City Special Service Area funds to pay \$109,642.00 for such principal and interest when the said payment comes due;

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

SECTION ONE: That \$226,967 of the tax levy for 2019 in the amount of \$1,224,900.00 for principal and interest to and including December 1, 2020, set forth in Exhibit A of the Bond Order of the Village of Bartlett, be and the same is hereby abated,

leaving \$997,933.00 of the tax levy for 2019 to be levied for principal and interest to and including December 1, 2020, as set forth in Exhibit A of the Bond Order.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 03, 2019

APPROVED: December 03, 2019

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2019 - _____ enacted on December 03, 2019, and approved on December 03, 2019, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

**Village of Bartlett
Finance Department Memo
2019 - 30**

DATE: November 25, 2019
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: 2020-24 Capital Improvements Program

Attached is the Resolution to adopt the 2020-2024 Capital Improvements Program and authorize the staff to begin engineering and design work on those projects included in the 2020-21 fiscal year. The 2020-21 projects total \$15,703,580. If this Resolution is passed, the 2020-21 projects will be incorporated into the Operating Budget that will be presented to the Village Board in March.

Motion: I move to approve Resolution 2019- _____, a resolution adopting the 2020-2024 Capital Improvements Program.

RESOLUTION 2019- -R

A RESOLUTION ADOPTING THE 2020-2024 CAPITAL IMPROVEMENTS PROGRAM

WHEAREAS, it is in the best interest of sound financial planning to utilize a capital planning and budgeting system; and

WHEAREAS, multi-year planning for capital project revenues and expenditures provides opportunities for long-range needs identification and assists in early season project planning.

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

SECTION ONE: That the 2020-2024 Capital Improvements Program is hereby adopted.

SECTION TWO: That the Village Administrator is hereby authorized and directed to cause, as necessary, such engineering and design work on those projects outlined in the 2020-2021 fiscal year totaling \$15,703,580.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 3, 2019

APPROVED: December 3, 2019

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

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

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2019- -R enacted on December 3, 2019, approved on December 3, 2019 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Authorization to Replace One Totaled Police Committee
Vehicle or Board Board

BUDGET IMPACT			
Amount:	\$36,402.00	Budgeted	N/A
List what fund	Vehicle Replacement Fund		
EXECUTIVE SUMMARY			
<p>The Police Department would like to purchase a 2020 Ford Utility Police Interceptor vehicle to replace a 2017 Ford Utility Police Interceptor vehicle that was totaled in a traffic crash on August 1, 2019. IRMA issued the Village of Bartlett a check in the amount of \$18,075.00 to be used to replace the totaled squad. This vehicle is needed to maintain our fleet vehicle coverage for the patrol division. The Suburban Purchasing Cooperative awarded Contract #152 to Currie Motors Fleet in Frankfort, Illinois for the 2020 Ford Utility Police Interceptor vehicle.</p>			
ATTACHMENTS (PLEASE LIST)			
<ul style="list-style-type: none">• Police Department Memorandum			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to purchase a 2020 Ford Utility Interceptor vehicle through the Suburban Purchasing Cooperative Contract #152 in the amount of \$36,402.00 from Currie Motors Fleet in Frankfort, Illinois.

Staff: Patrick B. Ullrich, Chief of Police

Date:

**POLICE DEPARTMENT MEMORANDUM
19-71**

DATE: November 19, 2019
TO: Paula Schumacher, Village Administrator
FROM: Patrick B. Ullrich, Chief of Police 
RE: FY 2019/2020 – Purchase of a Ford Interceptor Utility Police Vehicle for Patrol Division

The Suburban Purchasing Cooperative, a cooperative of 140 municipalities and townships in northeastern Illinois, awarded Currie Motors Fleet in Frankfort, Illinois the contract for the 2020 Ford Utility Police Interceptor Police Vehicle. The 2020 Ford Interceptor Utility comes standard with All-Wheel Drive and features a V-6 engine.

This vehicle would replace a 2017 Ford Utility Police Interceptor that was totaled in a traffic crash on August 1, 2019. IRMA issued the Village of Bartlett a check in the amount of \$18,075.00 to be used to replace the totaled squad. The price to replace this vehicle, which includes delivery is \$36,402.00 and would be utilized from the Vehicle Replacement Fund. This vehicle would be purchased to maintain our fleet vehicle coverage for the patrol division. This vehicle would be delivered in eight to ten months from the time the order is placed with Currie Motors Fleet.

MOTION: I move to purchase a 2020 Ford Utility Interceptor vehicle through the Suburban Purchasing Cooperative Contract #152 in the amount of \$36,402.00 from Currie Motors Fleet in Frankfort, Illinois.

2020 Ford Interceptor Utility Police Package AWD - Patrol

OPTIONS	PRICE
Base Price-3.3L V-6 TIVCT Gasoline Motor 99B	\$31,994.00
Spot Light - Driver Side 51R	\$375.00
Agate Black UM	N/C
Charcoal Black / Vinyl Rear	N/C
4-Doors/Roof Accent Paint	\$2,350
Global Lock/Unlock 18D	\$24
Pre-wiring grill lamp, siren, speaker 60A	\$49.00
Keyed Alike	\$49.00
Reverse Sensing 76R	\$261.00
BLIS Blind Spot Monitoring 55B	\$517.00
Dark Car Feature 43D	\$24.00
Delivery Over 50 Miles	\$150.00
Police Wire Harness Connector Kit Front/Rear 67V	\$176.00
Rear Lighting Solution - 66C	\$433.00
TOTAL FOR (1) PATROL UTILITY	\$36,402.00

PATROL



**2020 Ford Utility Police Interceptor AWD Hybrid
Contract #152**



Currie Motors Commercial Center
Your Full Line Municipal Dealer

"Nice People to do Business With"

PRODUCTION BEGINS JUNE 2019

SAFETY/SECURITY HIGHLIGHTS

- 75-mph Rear-impact Crash Tested

Note: The full-size spare tire secured in the factory location is necessary to achieve police-rated 75-mph rear impact crash-test performance attributes

- AdvanceTrac® w/RSC® (Roll Stability Control™) police tuned

gyroscopic sensors work seamlessly with the ABS

- Rear Video Camera with Washer (standard)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped)
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components

FUNCTIONAL

- Audio — AM/FM / MP3 Capable / Clock / 4-speakers — Bluetooth® interface — 4.2" Color LCD Screen Center-Stack "Smart Display" Note: Standard radio does not include USB Port or Aux. Audio Input ●Jack; Aux. Audio Input Jack requires SYNC 3®
- Easy Fuel® Capless Fuel-Filler
- Ford Telematics™ – Includes Ford Modem and complimentary 2- year trial subscription
- Front door tether straps (driver/passenger)
- Power pigtail harness
- Recovery Hooks; two in front and trailer bar in rear
- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- Two-way radio pre-wire
- Two (2) 50 amp battery ground circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

POWERTRAIN CARE EXTENDED SERVICE PLAN

- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

<input checked="" type="checkbox"/>	99B	3.3L V-6 TIVCT Gasoline Motor	-\$3,265
<input type="checkbox"/>	99C	3.0 V-6 EcoBoost Engine	\$751
<input type="checkbox"/>	41H	Engine Block Heater	\$86
<input type="checkbox"/>	19K	H8 AGM Battery (900 CCA/92 AMP)	\$104
<input checked="" type="checkbox"/>	43D	Dark Car Feature—Courtesy Lights Inoperative	\$24
<input type="checkbox"/>	942	Daytime Running Lights	\$42
<input type="checkbox"/>	17T	Dome Lamp Red/White Cargo Area	\$49
<input checked="" type="checkbox"/>	51R	Spot Light Drivers Side LED Bulb—Unity	\$375
<input type="checkbox"/>	51T	Spot Light Drivers Side LED Bulb—Whelen	\$399
<input type="checkbox"/>	51S	Spot Light Dual LED Bulbs—Unity	\$589
<input type="checkbox"/>	51V	Spot Light Dual LED Bulbs—Whelen	\$632
<input type="checkbox"/>	51P	Spot Lamp Prep Kit—Driver Side (does not include housing & bulb)	\$132
<input type="checkbox"/>	51W	Spot Lamp Prep Kit—Dual Side (does not include housing & bulb)	\$266
<input type="checkbox"/>	21L	Front Auxiliary Light Red/Blue—requires option 60A	\$524
<input checked="" type="checkbox"/>	60A	Prewiring Grille Lamp, Siren, Speaker	\$49
<input type="checkbox"/>	63B	Side Marker LED—Red/Blue—requires option 60A	\$276
<input type="checkbox"/>	63L	Rear Quarter Glass Side Marker Lights—Red/Blue	\$546
<input type="checkbox"/>	92G	Glass—Solar Tint 2 nd Row/Rear Quarter/Liftgate Window (deletes privacy glass)	\$114
<input type="checkbox"/>	92R	Glass—Solar Tint 2 nd Row/Rear Only, Privacy Glass on Rear Quarter/Liftgate Window	\$81
<input type="checkbox"/>	87R	Rearview Camera—Includes Electrochromic Rearview Mirror (replaces standard camera in center stack area)	N/C
<input type="checkbox"/>	19V	Rear Camera-On-Demand	\$218
<input type="checkbox"/>	76P	Pre-Collision Assist w/ Pedestrian Detection	\$137
<input type="checkbox"/>	68B	Police Perimeter Alert	\$641
<input type="checkbox"/>	68G	Rear Door Handles Inoperable/Locks Inoperable	\$71
<input type="checkbox"/>	52P	Hidden Door Lock Plunger w/ Rear Door Handles Inoperable	\$153
<input type="checkbox"/>	16C	1 st & 2 nd Row Carpet Floor Covering (includes mats)	\$119
<input checked="" type="checkbox"/>	18D	Global Lock/Unlock (Disables AutoLock on Rear Hatch)	\$24
<input type="checkbox"/>	87P	Power Passenger Seat (8-Way) w/ manual recline/lumbar	\$309
<input type="checkbox"/>	85D	Front Console Plate Delete	N/C
<input type="checkbox"/>	85R	Rear Console Plate	\$42
<input type="checkbox"/>	90D	Ballistic Door Panels—Level III Driver Front Only	\$1,506
<input type="checkbox"/>	90E	Ballistic Door Panels—Level III Driver/Passenger Front	\$3,012
<input type="checkbox"/>	90F	Ballistic Door Panels—Level IV Driver Front Only	\$2,294
<input type="checkbox"/>	90G	Ballistic Door Panels—Level IV Driver/Passenger Front	\$4,588
<input type="checkbox"/>	96W	Front Interior Windshield Warning Lights	\$1,087
<input type="checkbox"/>	96T	Rear Spoiler Traffic Light	\$1,420
<input checked="" type="checkbox"/>	55B	BLIS Blind Spot Monitoring (includes manual heated mirrors)	\$517
<input type="checkbox"/>	32T	Class III Trailer Tow Light Package	\$76
<input type="checkbox"/>	549	Mirrors—Heated Sideview	\$58

<input type="checkbox"/>	593	Perimeter Anti-Theft Alarm—(Requires Keyless 55F)	\$114
<input type="checkbox"/>	55F	Keyless—4 Fobs	\$322

<input checked="" type="checkbox"/>	76R	Reverse Sensing	\$261
<input checked="" type="checkbox"/>		Keyed Alike Code <u>1435X</u> Please Specify Current Keyed	\$49
<input type="checkbox"/>	65L	18" 5 Spoke Full Face Wheel Covers w/ Metal Clips	\$58
<input type="checkbox"/>	64E	18" Painted Aluminum Wheels	\$451
<input type="checkbox"/>	17A	Aux Air Conditioning (N/A w/ 63V)	\$579
<input type="checkbox"/>	16D	Badge Delete	N/C
<input type="checkbox"/>	63V	Cargo Storage Vault—includes lockable door/compartment light (N/A w/ 17A)	\$232
<input type="checkbox"/>	60R	Noise Suppression Bonds (Ground Straps)	\$95
<input type="checkbox"/>	18X	100 Watt Siren/Speaker (includes bracket & pigtail)	\$299
<input type="checkbox"/>	47A	Engine Idle Control	\$385
<input type="checkbox"/>		Rustproofing (Soundshield N/A)	\$395
<input type="checkbox"/>		4 Corner LED Strobes (aftermarket using 86P & 86T)	\$895
<input type="checkbox"/>		CD-ROM Service Manual	\$325
<input checked="" type="checkbox"/>		Delivery Greater than 50 Miles of Dealership	\$150
<input type="checkbox"/>		License & Title—Municipal _____ Municipal Police _____	\$203
<input type="checkbox"/>		License & Title—Passenger Plates	\$221
<input type="checkbox"/>		Dealership Handled License Plate Transfer	\$95
<input type="checkbox"/>		Manufacturer's Statement of Origin (MSO) / Customer completes their own license & title work for the municipality.	N/C

<input type="checkbox"/>	ESP Extended Warranty ExtraCare	5 Year/60,000 Miles	Call for Details
<input type="checkbox"/>	ESP Extended Warranty BaseCare	3 Year/100,000 Miles	Call for Details
<input type="checkbox"/>	ESP Extended Warranty PowerTrain	6 Year/100,000 Miles	Call for Details
<input type="checkbox"/>	ESP Extended Warranty BaseCare	6 Year/100,000 Miles	Call for Details

<input checked="" type="checkbox"/>	67V	Police Wire Harness Connector Kit—Front/Rear Front—2 male 4-pin connectors for siren, 5 female 4-pin connectors for lighting/siren/speaker, 4-pin IP connector for speakers, 4-pin IP connector for siren controller connectivity, 8-pin sealed connector, & 14-pin IP connector Rear— 2 male 4-pin connectors for siren, 5 female 4-pin connectors for lighting/siren/speaker, 4-pin IP connector for speakers, 4-pin IP connector for siren controller connectivity, 8-pin sealed connector, & 14-pin IP connector	\$176
<input type="checkbox"/>	66A	Front Headlamp Lighting Solution—Includes Base LED low beam/halogen high beam w/ wig-wag function, 2 white LED side warning lights, wiring, LED lights included, controller not included (N/A w/ 67H) Recommend using 67G or 67U	\$850
<input type="checkbox"/>	66B	Taillamp Lighting Solution—Includes Base LED lights plus 2 rear integrated white LED side warning lights, wiring, controller not included (N/A w/ 67H)	\$408

<input type="checkbox"/> 66C	Rear Lighting Solution —Includes two backlit flashing LED lights (mounted to inside liftgate glass), two liftgate flashing LED lights (N/A w/ 67H)	\$433
<input type="checkbox"/> 86T	Taillamp Housing Only —Includes pre-existing holes with standard twist lock sealed capability, does not include LED lights (N/A w/ 66B, 67H)	\$58
<input type="checkbox"/> 67U	Ultimate Wiring Package —Includes rear console mounting plate (85R)—contours through 2 nd row, channel for wiring, pre-wiring for grille LED lights, siren & speaker, wiring harness I/P to rear (overlay), 2 light cables—supports up to 6 LED lights (engine compartment/grille), 2 50 amp battery & ground circuits in RH rear quarter, 1 10 amp siren/speaker circuit engine cargo area, rear hatch/cargo area wiring—supports up to 6 rear LED lights (N/A w/ 65U, 67G, 67H)	\$533
<input type="checkbox"/> 67H	Ready for the Road—All-in Complete Package—Includes Police Interceptor Packages 66A, 66B, 66C plus— <ul style="list-style-type: none"> • Whelen Cencom Light Controller • Whelen Concom Relay Center/Siren Amp w/ Traffic Advisor • Light Controller/Relay Cencom Wiring • Grille LED Lights • 100 Watt Siren/Speaker • 9 I/O Digital Serial Cable (console to cargo) • Hidden Door Lock Plunger & Read Door Handles Inoperable • Rear Console Mounting Plate (N/A w/ 66A, 66B, 66C, 67G, 67U, 65U) 	\$3,415

<input type="checkbox"/> BU	Medium Brown Metallic	N/C
<input type="checkbox"/> E3	Arizona Beige Metallic Clearcoat	N/C
<input type="checkbox"/> E4	Vermillion Red	N/C
<input type="checkbox"/> FT	Blue Metallic	N/C
<input type="checkbox"/> HG	Smokestone Metallic	N/C
<input type="checkbox"/> J1	Kodiak Brown Metallic	N/C
<input type="checkbox"/> JL	Dark Toreader Red Metallic	N/C
<input type="checkbox"/> JS	Iconic Silver Metallic	N/C
<input type="checkbox"/> KR	Norsea Blue Metallic	N/C
<input type="checkbox"/> LK	Dark Blue	N/C
<input type="checkbox"/> LM	Royal Blue	N/C
<input type="checkbox"/> LN	Light Blue Metallic	N/C
<input type="checkbox"/> TN	Silver Grey Metallic	N/C
<input type="checkbox"/> UJ	Sterling Grey Metallic	N/C
<input checked="" type="checkbox"/> UM	Agate Black	N/C
<input type="checkbox"/> YG	Medium Titanium Metallic	N/C
<input type="checkbox"/> YZ	Oxford White	N/C

<input checked="" type="checkbox"/>	Charcoal Black w/ Vinyl Rear	N/C
<input type="checkbox"/>	Charcoal Black w/ Cloth Rear	\$58
<input type="checkbox"/>	Rear Center Seat Delete	N/C



Please complete the following in its entirety.

Title Information:

Contact Name:

Phone Number:

Purchase Order Number:

Ford FIN Code:

Tax Exempt Number:

Total Number of Units:

Total Dollar Amount:

Delivery Address:

**Orders require an original signed purchase order & tax exempt letter.
Fleet status is accessible by registering at www.fleet.ford.com.**

Currie Motors Commercial Center
10125 W. Laraway Road
Frankfort, IL 60423
(815) 464-9200
Kristen De La Riva fleetcurrie@gmail.com
Tom Sullivan curriefleet@gmail.com



Agenda Item Executive Summary

Item Name Stearns Road Pump Station Modifications Design Committee
 Services Proposal or Board Board

BUDGET IMPACT

Amount: \$65,500 Budgeted \$100,000

List what fund Water Fund

EXECUTIVE SUMMARY

Attached please find a design services proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) for the Stearns Road Pump Station Modifications. This includes design services for the modification to the pump station at Stearns Rd. to allow the Village to better utilize the 1 million gallon reservoir located on the site during normal operations. These improvements will also allow us to better utilize the two existing wells that are located on site for emergency backup water supply should Lake Michigan water supply be disrupted.

CBBEL completed the Lake Michigan transition modeling and improvements and performed well with Village staff. Based upon staff selection and previous project experience, I recommend that the Stearns Road Pump Station Modifications design services be awarded to CBBEL in the amount of \$65,500.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, CBBEL Proposal

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2019-_____, a Resolution Approving the Engineering Services Agreement Between the Village of Bartlett and Christopher B. Burke Engineering, Ltd. for the Stearns Road Pump Station Modifications Design Services.

Staff: Dan Dinges, Director of Public Works Date: 11/26/19

Memo

DATE: November 20, 2019

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Stearns Road Pump Station Modifications Design Services Proposal

Attached please find a design services proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) for the Stearns Road Pump Station Modifications. This includes design services for the modification to the pump station at Stearns Rd. to allow the Village to better utilize the 1 million gallon reservoir located on the site during normal operations. These improvements will also allow us to better utilize the two existing wells that are located on site for emergency backup water supply should Lake Michigan water supply be disrupted.

CBBEL completed the Lake Michigan transition modeling and improvements and performed well with Village staff. Based upon staff selection and previous project experience, I recommend that the Stearns Road Pump Station Modifications design services be awarded to CBBEL in the amount of \$65,500.

MOTION: I move to approve Resolution 2019-_____, a Resolution Approving the Engineering Services Agreement Between the Village of Bartlett and Christopher B. Burke Engineering, Ltd. for the Stearns Road Pump Station Modifications Design Services.

RESOLUTION 2019 - _____

**A RESOLUTION APPROVING THE ENGINEERING SERVICES AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT
AND CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

SECTION ONE: The Engineering Services Agreement dated September 27, 2019 for the Stearns Road Pump Station Modifications (the "Project Work") in the amount of \$65,500, as set forth in the agreement attached hereto and incorporated herein, is hereby awarded to Christopher B. Burke Engineering, Ltd. subject to the terms and conditions of the defined Agreement.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 3, 2019

APPROVED: December 3, 2019

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2019 - _____ enacted on December 3, 2019 and approved on December 3, 2019 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 27, 2019

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

Attention: Daniel Dinges
Director of Public Works

Subject: Proposal for Professional Design Engineering Services
Stearns Road Pump Station Modifications

Dear Mr. Dinges:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) has prepared this proposal for professional design engineering services for the Stearns Road Pump Station Modifications. This project is needed to add operational features and modifications to the existing Stearns Road Pump Station and the 1.0 million gallons of ground storage at the site which will allow the continued operation of this asset in conjunction with the new Lake Michigan Water facilities that now provide the Village's water supply.

UNDERSTANDING OF THE ASSIGNMENT

The Village converted to its current Lake Michigan Water Supply in May of this year (2019). The Project Plan that was submitted to Illinois Environmental Protection Agency (IEPA) for the Village's conversion to Lake Michigan Water included the continued use of the 1.0 million gallons of storage and the pumps at the Stearns Road Pump Station as part of the overall facilities that the Village will maintain for its Potable Water System. The Project Plan was approved by the IEPA as part of granting the loan which financed the new Lake Michigan Water Receiving Station.

The Stearns Road 1.0 million gallon ground storage volume is included in the agreement with the DuPage Water Commission (DWC) as part of the amount of overall storage the Village has available. The Stearns Road storage is needed to maintain Bartlett's minimum available storage volume above the amount of storage required by DWC.

Two of the Village's wells are located on the Stearns Road Pump Station site. These wells are currently available for use as an emergency back up water supply if the Lake Michigan Water supply was disrupted. The ground storage tank and the Stearns Road

pumps need to be operational for the wells to be available as an emergency back up water supply.

SCOPE OF SERVICES

Modifications are needed at the Stearns Road facility to function with the new Lake Michigan Water supply. These modifications have been reviewed with Village Staff and include the following items:

1. New piping and control valve between the station pump suction and pump discharge manifolds which will allow the ground storage tank to be filled with water from the distribution system; the ground tank was previously filled by the wells. The control valve will be a CLA-VAL rate of flow control valve similar to the rate of flow control valves that are used at the Lake Michigan Water Receiving Station.
2. Demolition of existing Pump 3, and its associated piping, check valve and electrical motor starter. Pump 3 was not used when the Stearns Road station was a lead well water supply for the Village. The Water Department reported that exercising Pump 3 was disruptive to the distribution system because of its very high flow rate which was never required in day to day operations. The removal of Pump 3 will provide a cost effective and convenient location in the station for the control valve described under Item No.1 above. Demolition plans will include a Construction Sequence outline.
3. Removal and replacement of the existing motor starters for Pump 1 (75 horsepower) and Pump 2 (125 horsepower). The new replacement motor starters will be variable frequency drives (VFD's) similar to those used at the Receiving Station and Lake Street Pump Station.¹ The VFD's will allow the Village to select and optimize the flow rate pumped into the distribution system from the Stearns Road Pump Station and will allow the pumping flow rate to be coordinated with the operation of the Receiving Station. Bypass starters will not be included with the VFD's.
4. New magnetic flow meter in the pipe trench in the electrical room area of the pump station. The new station flow meter is needed so that flow rates can be measured both into and out of the station. The existing meter is not designed for reverse flow into the station.
5. Air conditioning for the electrical / control room area of the station. VFD's utilize electronic equipment which performs best and allow for longer equipment life in a controlled temperature environment. A cooling unit similar to the one being added to the Lake Street Pump Station will be included in the design. A partition wall between the control room and the pump room will be included to limit the station floor area being air conditioned.
6. Control programming modifications for the operation of the station.²

¹ Note the proposed project does not include replacement of the Pump 1 and Pump 2 pumping units or their motors. We note that these are older motors that do not have the grade of insulation which is customarily specified for new motors driven by VFD's. The existing motors will need to be monitored during the initial startup and operation to assure that the motors run within acceptable temperature limits. If the existing motors produce excessive heat when driven by the VFD's, the motors will need to be replaced or rewound with a higher class of insulation.

² Note the station already has a new SCADA communication link to the Receiving Station and the new PLC hardware needed to control the station. The item listed for this project addresses the programming that will be needed for the operation of the station.

Data Collection & Reconnaissance Site Visit

CBBEL will collect available design drawings and information from the Village and conduct a reconnaissance site visit at the Stearns Road Pump Station site to collect data for the existing conditions at the pump station. We will collect and record nameplate data from the pumps, motors and other major equipment at the station, record information related to the station controls, communications and electrical service as well as verify overall station dimensions, piping and valve sizes to the extent needed to develop design drawings for the station upgrades.

It is not anticipated at this time that a topographic field survey will be needed to complete the Pump Station upgrade design engineering task. Topographic surveying, if required, would be added to our services agreement as a modification to the agreement.

Design Memorandum

CBBEL will develop a design memorandum articulating the upgrades to the Stearns Road Pump Station that will be detailed on design drawings, specifications/bidding and contract documents for the pump station upgrade project.

Prepare Bidding/Contract Documents including Design Drawings and Detailed Specifications

CBBEL will prepare Bidding/Contract Documents including Design Drawings and detailed Specifications for the Stearns Road Pump Station Upgrade Project.

Bidding Assistance

CBBEL will assist the Village with Bidding (or securing contractor proposals) for the project. We will attend a pre-bid meeting, respond to bidder's questions through addenda to the Contract Documents, attend the Bid Opening, review the Bids received and make a recommendation for the Award of the project to the lowest responsive, responsible bidder.

SCOPE OF SERVICES

Task 1 Data Collection / Reconnaissance Site Visit

Task 2 Design Memorandum

- Task 3 Prepare Bidding & Contract Documents including Design Drawings and Specifications
- Task 4 Bidding Assistance

FEE ESTIMATE

We estimate the costs of the services to be the following:

Task 1 – Data Collection / Reconnaissance Site Visit	\$	2,400.00
Task 2 – Design Memorandum	\$	8,500.00
Task 3a – Contract Documents - Design Drawings	\$	44,500.00
Task 3b – Contract Documents – Specifications	\$	4,800.00
Task 4 – Bidding Assistance	\$	4,500.00
Direct Costs	\$	<u>800.00</u>
Total		\$ 65,500.00

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

Please sign and return one copy of this agreement indication of acceptance and notice to proceed. Please feel free to contact Mark Emory or me if you have any questions.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

CBB/MEE/pjb

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS & CONDITIONS
ACCEPTED FOR THE VILLAGE OF BARTLETT

BY: _____

TITLE: _____

DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2019

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	265
Engineer VI	241
Engineer V	200
Engineer IV	163
Engineer III	146
Engineer I/II	116
Survey V	220
Survey IV	188
Survey III	165
Survey II	121
Survey I	96
Engineering Technician V	190
Engineering Technician IV	155
Engineering Technician III	140
Engineering Technician I/II	65
CAD Manager	170
Assistant CAD Manager	147
CAD II	130
GIS Specialist III	142
GIS Specialist I/II	90
Landscape Architect	163
Environmental Resource Specialist V	208
Environmental Resource Specialist IV	163
Environmental Resource Specialist III	134
Environmental Resource Specialist I/II	90
Environmental Resource Technician	110
Administrative	100
Engineering Intern	61
Information Technician III	125
Information Technician I/II	112

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2019.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Agenda Item Executive Summary

Item Name Prospect Ave. Railway-Highway Grade Crossing Improvements Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

IDOT and Metra are scheduled to make improvements at Prospect Ave. and the railroad tracks. The improvements include new LED light signals with bells and gates controlled by constant warning time circuitry and new pedestrian gates. The Village will be responsible for installing advance warning signs and pavement markings for the proposed work. An agreement between the Village and IDOT for the improvements is required for this work to be included. Attached is the intergovernmental agreement between the Village and IDOT. We recommend that the Village Board approve the IGA with IDOT.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution IDOT IGA w/ Exhibits A, B, and C

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move the Village Board approve Resolution 2019 - _____, a resolution approving the intergovernmental agreement between the Village of Bartlett and the State of Illinois Department of Transportation.

Staff: Dan Dinges, Director of Public Works Date: 11/20/19

Memo

DATE: November 20, 2019

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Prospect Ave. Railway-Highway Grade Crossing Improvements

IDOT and Metra are scheduled to make improvements at Prospect Ave. and the railroad tracks. The improvements include new LED light signals with bells and gates controlled by constant warning time circuitry and new pedestrian gates. The Village will be responsible for installing advance warning signs and pavement markings for the proposed work. An agreement between the Village and IDOT for the improvements is required for this work to be included. Attached is the intergovernmental agreement between the Village and IDOT.

We recommend that the Village Board approve the IGA with IDOT.

MOTION: I move the Village Board approve Resolution 2019 - _____, a resolution approving the intergovernmental agreement between the Village of Bartlett and the State of Illinois Department of Transportation.

RESOLUTION 2019 - _____

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

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

SECTION ONE: The agreement is for proposed improvements that the Village is responsible for completing as part of the project. The Village agrees to provide at its expense any required permanent advance warning signs and pavement markings.

SECTION TWO: The Agreement dated December 3, 2019, between the State of Illinois and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 3, 2019

APPROVED: December 3, 2019

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2019 - _____ enacted on December 3, 2019, and approved on December 3, 2019, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Route: **Prospect Ave**
Section: **19-00092-00-RR**
County: **Cook**
Project: **L38B(528)**
Job No: **C-91-416-19**
Agreement No: **N/A**
DOT/AAR NO. **371997M**

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
AGREEMENT
for
Railway-Highway Grade Crossing Improvements
Local Public Agency

This agreement, hereinafter referred to as the "Agreement", made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and the Local Public Agency, **Village of Bartlett (Cook County)**, State of Illinois, acting by and through its **Village Board**, hereinafter referred to as the "LPA" , and the **Northeast Illinois Regional Commuter Railroad Corporation and the Commuter Rail Division of the Regional Transportation Authority D/B/A Metra**, hereinafter referred to as the "COMPANY"; collectively referred to as the "PARTIES" and individually referred to as "PARTY".

WITNESSETH:

WHEREAS, in the interest of public safety the STATE proposes to improve crossing warning signal devices, hereinafter referred to as the "Project", at the location listed on the attached Exhibit A, and as shown on the Exhibit A's location map; and

WHEREAS, the parties mutually agree to accomplish the proposed improvements through the use of Federal funds which are provided under applicable Federal act, law or appropriation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties hereto agree as follows:

SECTION 1. The Project covered under this Agreement shall be subject to all applicable Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general. The STATE and the COMPANY

shall be governed by the applicable provisions of the Federal-Aid Policy Guide, Part 646, dated December 9, 1991, and any supplements or amendments thereto hereinafter referred to as the "Policy Guide". The COMPANY shall meet the Buy America requirements specified in 23 CFR 635.410. Upon completion of the COMPANY's work, the COMPANY shall sign and return with its Final Invoice, the Certification of Compliance with Buy America, attached hereto as Exhibit B.

SECTION 2. The COMPANY shall prepare the detailed plans (including surveys and other engineering services), and detailed estimates of cost. The detailed plans shall be submitted to the Illinois Commerce Commission (ICC) in accordance with Section 5 of this Agreement and estimates shall be submitted to the STATE for their approval.

SECTION 3. The completed crossing warning devices shall conform to Part VIII of the most current edition of the National Manual on Uniform Traffic Control Devices (MUTCD), including any amendments which may be contained in the Illinois Supplement to the MUTCD. Barrier systems, such as guardrail and impact attenuators should not be used at railroad grade crossings except in extraordinary circumstances. Approval for the erection of any roadside barrier by the COMPANY must be obtained in writing in advance from the LPA. LPA shall notify STATE in writing of such request prior to LPA's approval.

SECTION 4. All required installation work at the grade crossing(s) shall be performed by the COMPANY with its own forces or in accordance with 23 CFR, part 646.216. In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall provide the Department with a list of the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work. Such contracts shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-Aid Projects as well as the Illinois Fair Employment Practices Act and implementing rules and regulations.

SECTION 5. The COMPANY will not begin to work without written authorization from the STATE to proceed. The COMPANY shall file a form 1 or form 3 Petition of Illinois Administrative Code 1535 with the Illinois Commerce Commission (ICC) showing details of the automatic warning

devices herein required, and shall receive approval thereof by X-Resolution before commencing with the installation. Upon receipt of authorization from the STATE and the ICC, the COMPANY shall promptly schedule the work set forth in the Agreement and shall notify in writing the agencies listed on Exhibit A, a minimum of twenty-one (21) days before commencing work. Any work performed prior to this notification will be considered non-reimbursable.

SECTION 6. The COMPANY shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform. The COMPANY, for performance of its work as herein specified, shall bill the STATE immediately, for its share of Preliminary Engineering costs incurred to date upon receiving authorization to proceed with construction, and, may bill the STATE monthly for the STATE's share of the cost of materials purchased, delivered and stored on the COMPANY's property but not yet installed. The materials will become the property of the STATE and must be designated for exclusive use on the Project.

In the event the COMPANY fails to install the stored material within one year of the fully executed agreement date, the State may provide a written notice to the COMPANY, requiring the COMPANY to promptly deliver the stored material to a location indicated in writing by the STATE. Upon delivery, the STATE shall then take possession of said material for the STATE's own use. The delivery of the material to the STATE shall in no way serve to terminate this Agreement or affect the other provisions of this Agreement and in addition shall not affect the COMPANY's right to claim payment for stockpiled material to replace that taken by the STATE. In the event of any loss of material after payment, the COMPANY will replace the material at no cost to the STATE. The storage area of such materials shall be available for STATE inspection upon 24-hour notice.

SECTION 7. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly for the STATE's share of its expense as incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed, plus allowable FHWA approved additives. Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and C-91-416-19

public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and FHWA. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles are not eligible for reimbursement on this Project.

The STATE after verifying that the bills are reasonable and proper shall promptly reimburse the COMPANY in accordance with the State Prompt Payment Act (30 ILCS 540/1 et seq.), as currently enacted. Payment under this paragraph shall not be claimed for any progressive invoice totaling less than \$500. The progressive invoices may be rendered on the basis of an estimated percentage of work completed.

The COMPANY, upon the completion of the work, shall, within one hundred twenty (120) calendar days, render to the STATE a detailed final invoice of the actual cost and expense as incurred by it or for its account. After the STATE's representatives have checked the progressive invoices and the final invoice and they have agreed with the COMPANY's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall promptly reimburse the COMPANY in accordance with the State Prompt Payment Act (30 ILCS 540/1 et seq.), as currently enacted, for the amount of the final invoice, except that for any portion of the final invoice in excess of the estimated cost of such excess costs as shown in Section 6, the STATE may withhold payment of such excess costs until the COMPANY has provided reasonable backup detail as requested by the STATE to justify the additional cost, and the STATE shall promptly review such backup detail as provided by the COMPANY and shall thereafter promptly pay the costs in excess of the estimated costs unless reasonable exception is taken thereto. If the parties cannot reach agreement on reimbursement of the COMPANY's costs above the estimated costs, each Party retains all legal and equitable remedies regarding the payment of same; such reimbursements, however, are subject to the provisions of Section 13 hereof.

All invoices shall be clearly marked as "progressive invoice" or "final invoice", as applicable, and should be sent to:

Illinois Department of Transportation
Attn: Fiscal Control Unit
Bureau of Local Roads and Streets
2300 S. Dirksen Parkway
Springfield, IL 62764

The COMPANY shall maintain, for a minimum of three (3) years after the date of the final bill, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract, which may be stored on electronic files, shall be available for review and may be audited by the AUDITOR GENERAL. The COMPANY agrees to cooperate fully with any audit conducted by the AUDITOR GENERAL and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

After the federal or STATE representatives have audited the expenses as incurred by the COMPANY, including such amounts as may have been suspended from any previous payment, the STATE shall promptly reimburse the COMPANY for the suspended amounts, less the deduction of any item(s) of expense as may be found by the federal or STATE representatives as not being eligible for reimbursement. If the total of the item(s) of expense as may be found by the federal or STATE representatives as not being eligible for reimbursement exceeds the retained percentage plus any amounts which may have been suspended, then the COMPANY shall promptly reimburse the STATE for the overpayment.

SECTION 8. The crossing warning signal system should be placed in service immediately after the installation is completed. The COMPANY shall notify the STATE in writing of the date of

the completed installation. The STATE will perform a final inspection upon receiving the written notification.

SECTION 9. When construction of this Project is completed, and so long as State law shall so require, the COMPANY shall maintain at its expense or, by agreement with others, provide for maintenance of the crossing warning signal devices.

SECTION 10. If at any time subsequent to the completion of this improvement, the tracks in the area of the crossing are eliminated for any reason whatsoever, then the said signal system may be removed, relocated and reinstalled at another grade crossing of the COMPANY mutually designated and agreed to by the Parties hereto and subject to the approval of the public authorities having any jurisdiction. The reinstalled signal system shall thereafter be subject to the terms of this Agreement.

SECTION 11. In compliance with the Federal-Aid Policy Guide, dated December 9, 1991, Section 646.210, the railroad work as herein contemplated requires no contribution from the COMPANY, however the COMPANY agrees to contribute ten percent (10%) of the cost of this Project. Per the alternative Federal-State procedure in 23 C.F.R. § 646.220, the STATE will have a representative present at the job site during construction to certify the work and to assure that all work and materials meet the requirements, is complete, acceptable and in accordance with the terms of this Agreement.

SECTION 12. In the event that delays or difficulties arise in securing necessary federal or state approvals, or in acquiring rights-of way, or in settling damage claims, or for any other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the Project, then at any time before construction is started, the STATE may serve formal notice of cancellation upon the COMPANY and this Agreement shall thereupon terminate. In the event of cancellation, the STATE shall reimburse the COMPANY for all eligible cost and expense incurred by the COMPANY prior to receipt of notice of cancellation and payment by the STATE.

SECTION 13. It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the disadvantaged business enterprise requirements of 49 CFR Part 26 apply to this Agreement. The COMPANY agrees to take all necessary and reasonable steps to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of this Agreement. The COMPANY, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The COMPANY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the COMPANY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as deemed appropriate.

In the event any work is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1 et seq.) shall apply. Pursuant to 820 ILCS 130/4, COMPANY is hereby notified "the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website".

SECTION 14. This Agreement shall be binding upon the Parties hereto, their successors or assigns.

SECTION 15. The COMPANY shall complete all work or shall be responsible that all work is completed by other forces within one year of the date of the fully executed agreement. In the event that all work cannot be completed within one year, the COMPANY shall notify the STATE in writing the cause for the delay before the one-year deadline has expired. Otherwise, the STATE will consider petitioning the Illinois Commerce Commission to order the work to be completed.

SECTION 16. At the time this Agreement was executed, there were funds available for the Project; however, obligations assumed by the STATE under this Agreement shall cease

immediately, without penalty or payment beyond that which the COMPANY has already accumulated, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the Project.

SECTION 17. The COMPANY was hereby requested and authorized to accrue costs by the STATE, to perform the necessary preliminary engineering to develop an estimate of cost for the proposed work described on Exhibit A, on **August 21, 2019**. The COMPANY hereby agrees to not invoice the STATE until such time this Agreement is fully executed.

SECTION 18. The COMPANY certifies its correct Federal Taxpayer Identification Number, as indicated on the attached Exhibit C.

SECTION 19. This Agreement shall be construed and interpreted according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

COMPANY: Northeast Illinois Regional Commuter Railroad Corporation and the
Commuter Rail Division of the Regional Transportation Authority D/B/A Metra

Accepted By: 

Typed name: Jim Derwinski

Typed title: CEO/Executive Director

Date: 11/5/2019

LPA: Village of Bartlett

Accepted By: _____

Typed name: _____

Typed title: _____

Date: _____

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

Omer Osman
Acting Secretary

Date

Joanne Woodworth,
Acting Chief Fiscal Officer

Date

Paul A. Loete, P.E.
Director, Highways Project Implementation

Date

Philip C. Kaufmann
Chief Counsel

Date

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: Northeast Illinois Regional commuter Railroad Corporation and the Commuter Rail Division of the Regional Transportation Authority D/B/A Metra
DOT/AAR No: 371997M
RR M.P.: 29.51
Roadway: Prospect Ave
Location: Prospect Ave (FAU 2405) at the Metra Railway Tracks

EXISTING CONDITIONS:

Prospect Ave- AAR DOT # 371997M – AFLS&G

DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

1. Install automatic flashing LED light signals with bells and gates controlled by constant warning time circuitry with event recorder and remote monitor system.
2. Install new pedestrian gates.
3. Provide all temporary Traffic Control required by the project in accordance with the most current edition of IDOT Standard Specifications for Road and Bridge Construction, Supplemental Specifications and Recurring Special Provisions, Highway Standards, National Manual on Uniform Traffic Control Devices ("MUTCD") and the Illinois Supplement to the MUTCD. When the COMPANY requires a road width restriction, lane closure or full road closure requiring a marked traffic detour, the COMPANY shall prepare and submit a copy of a detailed traffic control plan and proposed project schedule to the LPA for approval. Submission of the traffic control plan and project schedule information shall be no later than forty-five (45) calendar days prior to the scheduled date for the commencement of construction activities. The COMPANY shall furnish, erect, maintain and remove the traffic control necessary for the approved traffic control plan.
4. Incidental work necessary to complete the items hereinabove specified.
5. CFDA Number: 20.205 (Information is available at <http://www.cfda.gov/>)

DESCRIPTION OF WORK TO BE DONE BY THE LPA:

Local Public Agency (LPA) agrees to provide at its expense any required permanent advance warning signs and pavement markings as required by the most current edition of the following documents: IDOT Standard Specifications for Road and Bridge Construction, Supplemental Specifications and Recurring Special Provisions, Highway Standards, National Manual on Uniform Traffic Control Devices ("MUTCD"), the Illinois Supplement to the MUTCD, and Illinois Law. When the COMPANY requires a road width restriction, lane closure or full road closure requiring a marked traffic detour, the LPA at its expense shall provide written notice (electronic mail, standard mail, or fax) to the STATE and the COMPANY within fifteen (15) calendar days after receipt of the COMPANY's traffic control plan and proposed project schedule. The notices shall indicate the LPA's approval or disapproval of its respective traffic detour plan and project schedule for the proposed improvements.

X No additional work to be performed by the LPA.
Additional work will be performed by the LPA, listed below, but not funded by the
Federal Railway-Highway Crossing Program (Section 130).

Additional work will be performed by the LPA and funded by the Federal Railway-
Highway Crossing Program (Section 130) will be under a separate agreement
with the STATE.

ATTACHMENTS:

1. Location Map (consisting of one page)
2. COMPANY's Estimate (consisting of 10 pages)
3. General Plan Layout (consisting of 1 pages)

PROGRAM COST ESTIMATE:

\$ 530,000.00

COMPANY COST ESTIMATE:

Total	(100.0%)	\$	<u>530,000</u>
<i>(To be filled in by the RAILROAD)</i>			
Federal Participation	(90.0%)	\$	<u>477,000</u>
<i>(To be filled in by the STATE)</i>			
COMPANY Participation	(10.0%)	\$	<u>53,000</u>
<i>(To be filled in by the STATE)</i>			
LPA Participation	(0.0%)	\$	<u>0</u>
<i>(To be filled in by the STATE)</i>			

AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

Illinois Department of Transportation
Bill Pearsall
Highway-Railway Safety Engineer
2300 South Dirksen Parkway, Room 005
Springfield, Illinois 62764
(217) 785-2986
william.pearsall@illinois.gov

**Northeast Illinois Regional Commuter Railroad Corporation and the Commuter Rail
Division of the Regional Transportation Authority D/B/A Metra**
Anthony Ognibene
Director of Real Estate & Contract Management
547 W Jackson Boulevard
Chicago, IL 60661
(312) 322-8006
aognibene@metrarr.com

Alan Bakotic
Manager of Signal Design
547 W Jackson Boulevard
Chicago, IL 60661
(312) 322-6916
abakotic@metrarr.com

Village of Bartlett
Daniel J Dinges
Public Works Director
228 South Main Street
Bartlett, IL 60103
(630) 837-0800
ddinges@vbartlett.org

SUBMIT ALL BILLS FOR THE STATE'S SHARE TO:

Illinois Department of Transportation
Attn: Fiscal Control Unit
Bureau of Local Roads and Streets
2300 S. Dirksen Parkway
Springfield, IL 62764



4
N

Stoughton Ct

David Ct

W. E. Ct

5. Owens Ave

5. Portney Ave

2. W. T. Lane Ave

11th
Public
School

Bartlett

5. Davis Ct

Hubbard Ln

5. Mitchell Ave

10th
Public
School

Franklin Sq
H.S.



7. Richard Ave

Franklin St

Bradley St

3. Prospect Ave

Wilmette



Crossing by Right of Way

E. DuSable Ave

Prospect Ave. Under Right of Way



Location Map Prospect Avenue (FAU 2405) at Metra Tracks
 LPA: City of Bartlett
 County: Cook
 Section No.: 19-00092-00-RR
 Job No.: C-91-416-19
 Project No.: L38B(528)
 AAR DOT: 371997M
 RR Milepost: 29.51

EXHIBIT B

ILLINOIS DEPARTMENT OF TRANSPORTATION
BUY AMERICA

CERTIFICATE OF COMPLIANCE

Agreement No. N/A
Job No. C-91-416-19

WE, Northeast Illinois Regional Commuter Railroad Corporation and the Commuter Rail Division of the Regional Transportation Authority D/B/A Metra
(UTILITY/RAILROAD OWNER)

Address: 547 W. Jackson Blvd., Chicago, IL 60661

Hereby certify that we are in compliance with the "Buy America" requirements of this project.

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance. These file will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by
Printed Name


Christopher Krutkar

Title

CHIEF ENGR

5 day of NOV, 2019.

EXHIBIT C

TIN CERTIFICATION

The COMPANY certifies that:

1. The number shown on this form is the COMPANY's correct taxpayer identification number (or the COMPANY is waiting for a number to be issued to them), and
2. The COMPANY is not subject to backup withholding because: (a) the COMPANY is exempt from backup withholding, or (b) the COMPANY has not been notified by the Internal Revenue Service (IRS) that the COMPANY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the COMPANY, that the COMPANY is no longer subject to back-up withholding, and
3. The COMPANY's person with signatory authority for this Agreement is a U. S. person (including a U.S. resident alien).

Taxpayer Identification Number: 36-3126147

Legal Status

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> D= Disregarded entity |
| | <input type="checkbox"/> C= Corporation |
| | <input type="checkbox"/> P= Partnership |

Estimate for File

Modified: 10/30/2018
Printed: 10/30/2018

District/Subdistrict: Milwaukee District - West Line

Number: 29.49

Estimate: Prospect Ave.

Forces Used: Metra

Preparer: JNM

Overall Work Limits 28.75 - 30.25

Description:

Install new bungalow, new warning devices and new cable.

Comments:

Crossing upgrade to retire dated control equipment and warning devices.

Estimate Total:

\$529,168

Estimate for File

District: Milwaukee District - West Line	Limits: 28.75 - 30.25	Created: 10/30/2018
Number: 29.49	Name: Prospect Ave.	Modified: 10/30/2018
Forces Used: Metra		Printed: 10/30/2018

Estimate Generation Settings

General Settings	Corporate Labor Additives
	Year / Type Class Total:
Preparer: JNM	2018 Union Work Equipment Mechanics 95.36%
Material Default to: Inventory	2018 Corporate Management and Inspection 95.36%
Rail Weight: 136	2018 Corporate Engineering and Design 95.36%
Material Additive Rate: 5.00%	2018 Union Transportation 125.39%
	2018 Union Maintenance of Way 95.36%

Complex Items Used for this Estimate:

ItemID	Description:	Quantity	Unit	Production Unit	Production Rate
S001	CREW	40	DY	1	N/A

Additional Items Used for this Estimate:

Item ID	Description	Q1 U1	R1	Q2 U2	R2	Q3 U3	R3	Total:
134S	OFFICE ENGINEER	0 EA	\$0.00	40 HR	\$37.00	0 HR	\$55.50	\$1,480.00
237S	3/4 TN SIGNAL MAINT TRU	0 DY	\$0.00	10 DY	\$400.83	0 DY	\$0.00	\$4,008.30
RC504	LATTICE BOOM CRANE	0 DY	\$0.00	25 DY	\$258.05	0 DY	\$0.00	\$6,451.25
S 249	CREW CAB PICKUP(91194)	0 DY	\$0.00	40 DY	\$92.46	0 DY	\$0.00	\$3,698.40
S114	SIGNAL TESTMAN	0 EA	\$0.00	320 HR	\$35.65	100 HR	\$53.48	\$16,756.00
S115	SIGNAL FOREMAN	0 EA	\$0.00	320 HR	\$35.81	100 HR	\$53.72	\$16,831.20
S116	LEAD SIGNALMAN	0 EA	\$0.00	320 HR	\$35.47	100 HR	\$53.21	\$16,671.40
S117	SIGNALMANx4	0 EA	\$0.00	1280 HR	\$35.09	480 HR	\$52.64	\$70,182.40
S228	TRENCHER/BACKHOE (D	0 DY	\$0.00	25 DY	\$282.49	0 DY	\$0.00	\$7,062.25
S317	06-94046-4 CABLE POWER	300 FT	\$5.97	0 FT	\$5.97	0	\$0.00	\$1,791.00
S318	06-94206-4 CABLE TRACK	2100 FT	\$2.80	0 FT	\$2.80	0	\$0.00	\$5,880.00
S321	06-94220-5 CABLE UG 5/C#	1300 FT	\$4.60	0 FT	\$4.60	0	\$0.00	\$5,980.00
S325	06-94222-1 CABLE UG 7/C#	2000 FT	\$9.04	0 FT	\$9.04	0	\$0.00	\$18,080.00
S330	06-92300-7 FOUNDATION	4 EA	\$450.00	0 EA	\$450.00	0	\$0.00	\$1,800.00
S342	06-59654-8 MICRO AIDE R	1 EA	\$3,090.00	0 EA	\$3,090.00	0	\$0.00	\$3,090.00
S350	06-74121-9 RELAY B1 500	10 EA	\$313.00	0 EA	\$313.00	0	\$0.00	\$3,130.00
S364	00-00000-0 TRACK CONNE	12 LOT	\$22.00	0 LOT	\$22.00	0	\$0.00	\$264.00
S373	RELAY HOUSE 10X8 ALUM	1 EA	\$30,000.00	0 EA	\$30,000.00	0	\$0.00	\$30,000.00

Estimate for FileDistrict: Milwaukee District - West Line
Number: 29.49
Forces Used: MetraLimits: 28.75 - 30.25
Name: Prospect Ave.Created: 10/30/2018
Modified: 10/30/2018
Printed: 10/30/2018

Item ID	Description	Q1 U1	R1	Q2 U2	R2	Q3 U3	R3	Totals
S427	06-55404-2 BATTERY MTC	7 EA	\$231.00	0	\$0.00	0	\$0.00	\$1,617.00
S428	06-55406-7 BATTERY MTC	7 EA	\$280.50	0	\$0.00	0	\$0.00	\$1,963.50
S484	06-12124-8 GATEARM FIB	4 EA	\$176.58	0	\$0.00	0	\$0.00	\$706.32
S525	06-42685-2 MDSA-2 MD SU	3 EA	\$628.00	0	\$0.00	0	\$0.00	\$1,884.00
S529	06-59130-9 MICRO AIDE F	2 EA	\$495.00	0	\$0.00	0	\$0.00	\$990.00
S540	06-74910-5 PLUG BOARD	10 EA	\$40.92	0	\$0.00	0	\$0.00	\$409.20
S547	06-56020-5 RECT. ELEC 12	1 EA	\$737.00	0	\$0.00	0	\$0.00	\$737.00
S548	06-56040-3 RECT. ELEC 12	1 EA	\$1,043.00	0	\$0.00	0	\$0.00	\$1,043.00
S587	06-41400-7 SHUNT NBS-1	6 EA	\$385.00	0	\$0.00	0	\$0.00	\$2,310.00
S628	00-00000-0 GROUND KIT -	2 OT	\$170.50	0	\$0.00	0	\$0.00	\$341.00
S630	00-00000-0 INSUL JOINT KI	4 EA	\$220.00	0	\$0.00	0	\$0.00	\$880.00
S632	42-68075-1 PIPE PVC 4" S	20 EA	\$44.00	0	\$0.00	0	\$0.00	\$880.00
S634	PSO4000 TX	4 EA	\$2,000.00	0	\$0.00	0	\$0.00	\$8,000.00
S635	PSO4000 RX	4 EA	\$2,750.00	0	\$0.00	0	\$0.00	\$11,000.00
S636	PSO4000 RX Filter	4 EA	\$750.00	0	\$0.00	0	\$0.00	\$3,000.00
S639	XP4 CWTD 4 Slot	1	\$22,000.00	0	\$0.00	0	\$0.00	\$22,000.00
S639	S-60 complete	4	\$15,000.00	0	\$0.00	0	\$0.00	\$60,000.00
S639	XP4 CWTD 9 Slot	2	\$30,000.00	0	\$0.00	0	\$0.00	\$60,000.00
S999	SIGNAL MAINTAINER	0 EA	\$0.00	80 HR	\$35.09	40 HR	\$52.64	\$4,912.80

Estimate for File

District: Milwaukee District - West Line
 Number: 29.49
 Forces Used: Metra

Limits: 28.75 - 30.25
 Name: Prospect Ave.

Created: 10/30/2018
 Modified: 10/30/2018
 Printed: 10/30/2018

Overall Project Estimate

Union Labor

<i>Description</i>	<u>Standard</u>		<u>Overtime</u>		<i>Total Labor</i>
	<i>Hours</i>	<i>Rate</i>	<i>Hours</i>	<i>Rate</i>	
SIGNAL TESTMAN	320	\$35.65	100	\$53.48	\$16,756
SIGNAL FOREMAN	320	\$35.81	100	\$53.72	\$16,831
LEAD SIGNALMAN	320	\$35.47	100	\$53.21	\$16,671
SIGNALMANx4	1280	\$35.09	480	\$52.64	\$70,182
SIGNAL MAINTAINER	80	\$35.09	40	\$52.64	\$4,913
<i>Total Labor w/o Additives:</i>					\$125,354
<i>Maintenance of Way:</i>				95.36%	\$119,537
<i>Transportation:</i>				125.39%	\$0
<i>Total Labor w/Additives:</i>					\$244,891

Corporate Labor

<i>Description</i>	<u>Standard</u>		<u>Overtime</u>		<i>Total Labor</i>
	<i>Hours</i>	<i>Rate</i>	<i>Hours</i>	<i>Rate</i>	
OFFICE ENGINEER	40	\$37.00	0	\$55.50	\$1,480
<i>Total Labor w/o Additives:</i>					\$1,480
<i>Management and Inspection:</i>				95.36%	\$1,411
<i>Engineering and Design:</i>				95.36%	\$0
<i>Total Labor w/Additives:</i>					\$2,891

<i>Equipment Force Account:</i>	\$21,220	<i>Total Labor:</i>	\$247,783
<i>Equipment Leased:</i>	\$0	<i>Total Equipment:</i>	\$21,220
<i>Materials Force Account:</i>	\$260,165	<i>Total Materials:</i>	\$260,165
<i>Materials to be Bid:</i>	\$0	<i>Total Miscellaneous Expenses:</i>	\$0
<i>Miscellaneous Expenses:</i>	\$0	<i>Total Other:</i>	\$0
<i>Other:</i>	\$0	<i>Grand Total:</i>	\$529,168

Estimate for File

District: Milwaukee District - West Line
 Number: 29.49
 Forces Used: Metra

Limits: 28.75 - 30.25
 Name: Prospect Ave.

Created: 10/30/2018
 Modified: 10/30/2018
 Printed: 10/30/2018

Force Account Estimate

Union Labor

<i>Description</i>	<u>Standard</u>		<u>Overtime</u>		<i>Total Labor</i>
	<i>Hours</i>	<i>Rate</i>	<i>Hours</i>	<i>Rate</i>	
SIGNAL TESTMAN	320	\$35.65	100	53.48	\$16,756
SIGNAL FOREMAN	320	\$35.81	100	53.72	\$16,831
LEAD SIGNALMAN	320	\$35.47	100	53.21	\$16,671
SIGNALMANx4	1280	\$35.09	480	52.64	\$70,182
SIGNAL MAINTAINER	80	\$35.09	40	52.64	\$4,913
<i>Total Labor w/o Additives:</i>					\$125,354
<i>Maintenance of Way:</i>					95.36% \$119,537
<i>Transportation:</i>					125.39% \$0
<i>Total Labor w/Additives:</i>					\$244,891

Corporate Labor

<i>Description</i>	<u>Standard</u>		<u>Overtime</u>		<i>Total Labor</i>
	<i>Hours</i>	<i>Rate</i>	<i>Hours</i>	<i>Rate</i>	
OFFICE ENGINEER	40	\$37.00	0	55.5	\$1,480
<i>Total Labor w/o Additives:</i>					\$1,480
<i>Management and Inspection:</i>					95.36% \$1,411
<i>Engineering and Design:</i>					95.36% \$0
<i>Total Labor w/Additives:</i>					\$2,891

<i>Equipment Force Account-</i>	\$21,220	<i>Total Labor:</i>	\$247,783
<i>Equipment Leased:</i>	\$0	<i>Total Equipment:</i>	\$21,220
<i>Materials Force Account:</i>	\$260,165		
<i>Materials to be Bid:</i>	\$0	<i>Total Materials:</i>	\$260,165
<i>Miscellaneous Expenses:</i>	\$0	<i>Total Miscellaneous Expenses:</i>	\$0
<i>Other:</i>	\$0	<i>Total Other:</i>	\$0
<i>Grand Total:</i>			\$529,168

<i>Funding Breakdown</i>	<i>MI 003</i>	<i>Purchasing 004</i>	<i>ED 005</i>	<i>Construction 006</i>	<i>Equipment 017</i>
	\$2,891	\$260,165	\$0	\$244,891	\$21,220

Estimate for File

District: Milwaukee District - West Line
Number: 29.49
Forces Used: Metra

Limits: 28.75 - 30.25
Name: Prospect Ave.

Created: 10/30/2018
Modified: 10/30/2018
Printed: 10/30/2018

Force Account Equipment

<u>Description</u>	<u>Days</u>	<u>Corporate Rate</u>	<u>Total</u>
3/4 TN SIGNAL MAINT TRUCK(9090	10	\$400.83	\$4,008.30
LATTICE BOOM CRANE	25	\$258.05	\$6,451.25
CREW CAB PICKUP(91194)	40	\$92.46	\$3,698.40
TRENCHER/BACKHOE (DW 317 95)	25	\$282.49	\$7,062.25
Total Equipment	100		\$21,220

Estimate for File

District: Milwaukee District - West Line
 Number: 29.49
 Forces Used: Metra

Limits: 28.75 - 30.25
 Name: Prospect Ave.

Created: 10/30/2018
 Modified: 10/30/2018
 Printed: 10/30/2018

Labor Breakdown by Complex Item

<i>ComplexID/Description</i>	<i>Function</i>	<u>Standard/Overtime</u>			<u>Additive</u>		<i>Grand Total</i>
		<i>Hours</i>	<i>Rate</i>	<i>Total</i>	<i>Amount</i>	<i>Total</i>	
Additional							
OFFICE ENGINEER		40	37.00	1,480	95.36%	\$1,411	\$2,891
		0	55.50	0			
SIGNAL MAINTAINER		80	35.09	2,807	95.36%	\$4,685	\$9,598
		40	52.64	2,106			
SIGNAL TESTMAN		320	35.65	11,408	95.36%	\$15,979	\$32,735
		100	53.48	5,348			
SIGNAL FOREMAN		320	35.81	11,459	95.36%	\$16,050	\$32,881
		100	53.72	5,372			
LEAD SIGNALMAN		320	35.47	11,350	95.36%	\$15,898	\$32,569
		100	53.21	5,321			
SIGNALMANx4		1,280	35.09	44,915	95.36%	\$66,926	\$137,108
		480	52.64	25,267			
	<i>Function Subtotal</i>	2,360		\$83,420		\$120,949	\$247,783
		820		\$43,414			
Complex Item SubTotal		2,360		\$83,420		\$120,949	\$247,783
		820		\$43,414			
Total		2,360		\$83,420		\$120,949	\$247,783
		820		\$43,414			

Estimate for FileDistrict: Milwaukee District - West Line
Number: 29.49
Forces Used: MetraLimits: 28.75 - 30.25
Name: Prospect Ave.Created: 10/30/2018
Modified: 10/30/2018
Printed: 10/30/2018

Equipment by Complex Items

<i>Complex ID/Description</i>	<i>Function</i>	<i>Days</i>	<u><i>Leased</i></u> <i>Rate</i>	<i>Total</i>	<i>Days</i>	<u><i>Corporate</i></u> <i>Rate</i>	<i>Total</i>
<i>ComplexID:</i> Additional							
TRENCHER/BACKHOE (DW 3		0.00	\$0.00	\$0.00	25.00	\$282.49	\$7,062
LATTICE BOOM CRANE		0.00	\$0.00	\$0.00	25.00	\$258.05	\$6,451
CREW CAB PICKUP(91194)		0.00	\$0.00	\$0.00	40.00	\$92.46	\$3,698
3/4 TN SIGNAL MAINT TRUCK		0.00	\$0.00	\$0.00	10.00	\$400.83	\$4,008
Total by Complex Item		<i>0.00</i>		<i>\$0.00</i>	<i>100.00</i>		<i>\$21,220</i>
Total Equipment		<i>0.00</i>		<i>\$0.00</i>	<i>100.00</i>		<i>\$21,220</i>

Estimate for File

District: Milwaukee District - West Line
Number: 29.49
Forces Used: Metra

Limits: 28.75 - 30.25
Name: Prospect Ave.

Created: 10/30/2018
Modified: 10/30/2018
Printed: 10/30/2018

Force Account Materials

<i>Description</i>	<i>Quantity</i>	<i>Corporate Rate</i>	<i>Total</i>
06-92300-7 FOUNDATION C	4	\$450.00	\$1,800
00-00000-0 INSUL JOINT KIT	4	\$220.00	\$880
00-00000-0 TRACK CONNE	12	\$22.00	\$264
06-12124-8 GATEARM FIBG	4	\$176.58	\$706
06-41400-7 SHUNT NBS-1 H	6	\$385.00	\$2,310
06-42685-2 MDSA-2 MD SU	3	\$628.00	\$1,884
06-55406-7 BATTERY MTC	7	\$280.50	\$1,964
06-55404-2 BATTERY MTC	7	\$231.00	\$1,617
06-56020-5 RECT. ELEC 12	1	\$737.00	\$737
06-56040-3 RECT. ELEC 12	1	\$1,043.00	\$1,043
06-59130-9 MICRO AIDE FAI	2	\$495.00	\$990
06-59654-8 MICRO AIDE RE	1	\$3,090.00	\$3,090
00-00000-0 GROUND KIT - P	2	\$170.50	\$341
06-74910-5 PLUG BOARD KI	10	\$40.92	\$409
XP4 CWTD 4 Slot	1	\$22,000.00	\$22,000
06-94046-4 CABLE POWER	300	\$5.97	\$1,791
06-94206-4 CABLE TRACK 2	2,100	\$2.80	\$5,880
06-94222-1 CABLE UG 7/C#	2,000	\$9.04	\$18,080
06-94220-5 CABLE UG 5/C#	1,300	\$4.60	\$5,980
42-68075-1 PIPE PVC 4" SC	20	\$44.00	\$880
PSO4000 RX	4	\$2,750.00	\$11,000
PSO4000 RX Filter	4	\$750.00	\$3,000
PSO4000 TX	4	\$2,000.00	\$8,000
RELAY HOUSE 10X8 ALUM	1	\$30,000.00	\$30,000
S-60 complete	4	\$15,000.00	\$60,000
XP4 CWTD 9 Slot	2	\$30,000.00	\$60,000
06-74121-9 RELAY B1 500 O	10	\$313.00	\$3,130
Total Materials	5,814		\$247,776
Material Additives:			\$12,389
Materials with Additives:			\$260,165

Estimate for File

District: Milwaukee District - West Line
 Number: 29.49
 Forces Used: Metra

Limits: 28.75 - 30.25
 Name: Prospect Ave.

Created: 10/30/2018
 Modified: 10/30/2018
 Printed: 10/30/2018

Materials by Complex Item

<i>Complex Item/Description</i>	<i>Function</i>	<i>Corporate</i>			<i>Bid</i>		
		<i>Quantity</i>	<i>Rate</i>	<i>Total</i>	<i>Quantity</i>	<i>Rate</i>	<i>Total</i>
<u>Additional</u>							
06-92300-7 FOUNDATION C		4.00	\$450.00	\$1,800.00	0.00	\$450.00	\$0.00
00-00000-0 INSUL JOINT KIT		4.00	\$220.00	\$880.00	0.00	\$0.00	\$0.00
00-00000-0 TRACK CONNE		12.00	\$22.00	\$264.00	0.00	\$22.00	\$0.00
06-12124-8 GATEARM FIBG		4.00	\$176.58	\$706.32	0.00	\$0.00	\$0.00
06-41400-7 SHUNT NBS-1 H		6.00	\$385.00	\$2,310.00	0.00	\$0.00	\$0.00
06-42685-2 MDSA-2 MD SU		3.00	\$628.00	\$1,884.00	0.00	\$0.00	\$0.00
06-55406-7 BATTERY MTC		7.00	\$280.50	\$1,963.50	0.00	\$0.00	\$0.00
06-55404-2 BATTERY MTC		7.00	\$231.00	\$1,617.00	0.00	\$0.00	\$0.00
06-56020-5 RECT. ELEC 12		1.00	\$737.00	\$737.00	0.00	\$0.00	\$0.00
06-56040-3 RECT. ELEC 12		1.00	\$1,043.00	\$1,043.00	0.00	\$0.00	\$0.00
06-59130-9 MICRO AIDE FAI		2.00	\$495.00	\$990.00	0.00	\$0.00	\$0.00
06-59654-8 MICRO AIDE RE		1.00	\$3,090.00	\$3,090.00	0.00	\$3,090.00	\$0.00
00-00000-0 GROUND KIT - P		2.00	\$170.50	\$341.00	0.00	\$0.00	\$0.00
06-74910-5 PLUG BOARD KI		10.00	\$40.92	\$409.20	0.00	\$0.00	\$0.00
XP4 CWTD 4 Slot		1.00	\$22,000.00	\$22,000.00	0.00	\$0.00	\$0.00
06-94046-4 CABLE POWER		300.00	\$5.97	\$1,791.00	0.00	\$5.97	\$0.00
06-94206-4 CABLE TRACK 2		2,100.00	\$2.80	\$5,880.00	0.00	\$2.80	\$0.00
06-94222-1 CABLE UG 7/C#		2,000.00	\$9.04	\$18,080.00	0.00	\$9.04	\$0.00
06-94220-5 CABLE UG 5/C#		1,300.00	\$4.60	\$5,980.00	0.00	\$4.60	\$0.00
42-68075-1 PIPE PVC 4" SC		20.00	\$44.00	\$880.00	0.00	\$0.00	\$0.00
PSO4000 RX		4.00	\$2,750.00	\$11,000.00	0.00	\$0.00	\$0.00
PSO4000 RX Filter		4.00	\$750.00	\$3,000.00	0.00	\$0.00	\$0.00
PSO4000 TX		4.00	\$2,000.00	\$8,000.00	0.00	\$0.00	\$0.00
RELAY HOUSE 10X8 ALUM		1.00	\$30,000.00	\$30,000.00	0.00	\$30,000.00	\$0.00
S-60 complete		4.00	\$15,000.00	\$60,000.00	0.00	\$0.00	\$0.00
XP4 CWTD 9 Slot		2.00	\$30,000.00	\$60,000.00	0.00	\$0.00	\$0.00
06-74121-9 RELAY B1 500 O		10.00	\$313.00	\$3,130.00	0.00	\$313.00	\$0.00
Materials by Complex Item		5,814		\$247,776	0		\$0
Total Materials		5,814		\$247,776	0		\$0

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **Arc Flash Assessment Contract Award**
Date: November 25, 2019

BACKGROUND

Every three (3) years, the Village undergoes a regulatory review through the Village's insurance agency. The previous review was completed on June 28, 2018, with recommendations following a few months later. During the Village's Regulatory Assistance Review, provided through the Intergovernmental Risk Management Agency (IRMA), one of the recommendation actions was the completion of an Arc Flash Assessment at Village-owned properties.

Arc flash, or blast, is created by electrical discharge, typically from an electrical source like a circuit panel, and "jumps" to an individual, causing severe injuries or even death. An arc flash assessment tests these risk areas for the potential of creating an arc flash, how large the arc flash may be and what personal protective equipment (PPE) should be worn to safely work on this equipment, whether it is a Contractor or Village Staff.

DISCUSSION

Village Staff met with the Flolo Corporation, who has done numerous electrical projects within the Village, and detailed the areas that should be assessed for arc flash. These areas include lift stations, water stations the Village Hall and Bartlett Hills. The Flolo Corporation proposal for the Arc Flash Assessment is \$28,200. The Village budgeted \$30,000 for this project split between the Water and Sewer Fund. An Agreement with the Proposal from the Flolo Corporation is attached for your review.

RECOMMENDATION

Based upon the proposal provided and past experiences with the Contractor, Staff recommends awarding the Flolo Corporation the project and entering into an agreement for the completion of an Arc Flash Assessment throughout Village-owned property.

MOTION

MOTION TO APPROVE RESOLUTION # 2019-____-R, A RESOLUTION APPROVING THE CONTRACT BETWEEN THE VILLAGE OF BARTLETT AND THE FLOLO CORPORATION FOR THE ARC FLASH ASSESSMENT

RESOLUTION 2019 - ___ - R

A RESOLUTION APPROVING THE CONTRACT BETWEEN THE VILLAGE OF BARTLETT AND THE FLOLO CORPORATION FOR THE ARC FLASH ASSESSMENT

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

SECTION ONE: That the total bid for the Village's Arc Flash Assessment Project, as more fully set forth in the Agreement hereinafter described in Section Two hereof (the "Project Work"), is hereby approved and a contract is hereby awarded to the following contractor:

The Flolo Corporation (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, total \$28,200.

SECTION TWO: That the Bartlett Arc Flash Assessment Project Agreement between the Village of Bartlett and the Contractor for the Project Work, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved.

SECTION THREE: The Village President and Village Clerk are authorized to sign and attest, respectively, the Agreement on behalf of the Village.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED December 3, 2019

APPROVED December 3, 2019

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2019 - ___-R, enacted on December 3, 2019, and approved on December 3, 2019, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

**BARTLETT ARC FLASH ASSESSMENT
PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

This Arc Flash Assessment Agreement (the "Agreement") is entered this 3rd day of December, 2019 between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and The Flolo Corporation with Siemens PSS CoC. (the "Contractor") (Collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

Project Work.

a. For the assessment and analysis of all the systems that may pose the potential for an Arc Flash described within the Project Proposal (the "Project Work").

b. Contract Documents mean and include: (i) this Agreement; (ii) General Requirements attached hereto and incorporated herein; (iii) the Proposal attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before April 30, 2020.

A. **Payment Procedure.** The payment procedures are as follows:

1. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Lump Sum"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.

2. Owner does not guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

3. In addition to the payment request documentation set forth under the Contract, Contractor shall provide the following documentation to the Village and the Engineer:

a. Contractor shall provide one invoice to the Village at the end of the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the

following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

- (i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.
- (ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")
- (iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.
- (iv) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.
- (v) Certified Payrolls (defined below)
- (vi) Such additional documentation and/or information requested by the Village and /or Engineer relative to said payment.

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

d. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in

its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

e. It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the Village covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

f. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Payment Request Documentation, Engineer's Certification, and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required herein.

B. Non-Discrimination. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

C. Compliance with Law. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

D. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its officials, officers,

employees, agents, consultants, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractors Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and /or termination of the Agreement.

E. Binding Obligation and Non-Assignability. Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

F. Taxes. The Village is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

G. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of

Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

H. Insurance. Contractor shall procure and maintain for the duration of the contract, and for three (3) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1. Minimum Scope and Limits of Insurance

a. Coverage shall be at least as broad as:

- i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence with a general aggregate limit no less than \$2,000,000.
- ii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. Workers' Compensation insurance as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

b. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

2. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Village guaranteeing payment of losses and related investigations, claim administration and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insurer or the Owner.

3. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. The Village of Bartlett and its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance

(at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if a later edition used.)

- b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, or its officers, officials, employees, or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Owner.
- d. With respect to the Contractor's ongoing insurance obligation after the duration of the Contract, Contractor may alternatively maintain Commercial General Liability ("CGL") and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence CG 04 1393, or substitute form providing equivalent coverage, and shall at a minimum cover liability arising from products completed operations and liability assumed under an insured contract.

4. Claims Made Policies

All coverages shall be provided upon an occurrence basis unless claims made coverages are expressly approved in writing by the Village Administrator, in her sole discretion, prior to the start of construction. If any coverage required is proposed to be written on claims-made coverage form:

- a. The retroactive date must be shown, and must be before the execution date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of the work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- d. A copy of the claims reporting requirements must be submitted to the Village Administrator for review.

5. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to the Owner.

6. Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Owner for all work performed by the Contractor, its employees, agents and subcontractors. Owner shall be named as alternative employer on the Contractor's Workers' Compensation coverage.

7. Verification of Coverage

Contractor shall furnish the Owner with original certificates and amendatory

endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

8. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall ensure that the Owner is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 28 04 13. Upon the Owner's request, the Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

I. Default.

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph "L" below.

J. Limitation on the Owner's Liability.

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.

K. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractors Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal

Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

L. Delays in Project Work.

Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

M. Change Orders.

(1.) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

(2.) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

N. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

O. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

P. Exhibits and Contract Documents.

All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

Q. Assumption of Liability.

To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

R. Severability

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the

remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

S. No Waiver of Immunities and/or Privileges by the Village of Bartlett.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

T. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code

Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

U. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

V. Illinois Human Rights Act.

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or

understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

W. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

(2) If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

X. Miscellaneous.

(1.) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement

applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

(2.) Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

(3.) This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

(4.) In construing this Agreement, section headings shall be disregarded.

(5.) Time is of the essence of this Agreement and every provision contained herein.

(6.) Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

(7.) Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

(8.) In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements shall control.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

VILLAGE OF BARTLETT:

THE FLOLO CORPORATION

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:

Attest:

By: _____
Lorna Giles, Village Clerk

Title: _____

Date: _____

Date: _____

November 22, 2019

Mr. Tyler Isham
Village of Bartlett

Subject: PSS Proposal - Arc Flash Study - Budgetary
Proposal Number: PSS-083018-LMV-GR153

The Flolo Corporation with Siemens PSS CoC is pleased to submit our proposal per your request for a power system studies quotation for the electrical equipment based on the list of (36) sites provided by Mr. Tyler Isham, Management Analyst. Note: We based the various lift stations based on Country Creek and Devon Lift Station. A one-line diagram was not provided.

Pricing:

- Total investment for the professional engineering service is as follows:

POWER STUDY TYPE	INCLUDED	PRICE
Data Collection	Time & Expense	
Selective Coordination	No	
Short Circuit / Coordination	Yes	
Arc Flash with Labels	Yes	
Load Flow	No	
Harmonics	No	
Motor Starting Study	No	
Total Power Study – Budgetary Price		\$ 28,200.00

No 1 Line provided.

Optional Arc Flash Training

<i>Title</i>	<i>Duration</i>	<i>Base Rate 10 Students</i>
OSHA / NFPA70E – CEU's available on request	5 hour	\$6,000

Additional Students above 10 – each:

<i># Additional</i>	<i>11 to 20</i>	<i>21 to 30</i>	<i>31 to 40</i>	<i>41 to 50</i>	<i>50+</i>
Price each	\$200	\$175	\$150	\$125	\$100

Exceptions and Clarifications to Customer specifications:

1. The "Work Product Deliverables" shall include the report and arc flash labels where applicable. The report shall be provided in .pdf format electronically (or on CD at no extra cost if requested). Black and White copies are by request with a limit of 2. Additional B&W copies or color copies will be quoted upon request.
2. Power System Analysis software files are not included as "Work Product Deliverables". Power System Analysis software, notes, and calculations made in the development of the study report are considered Intellectual Property of Siemens as defined in Article 9: License and Intellectual Property of General Terms and Conditions (Service).
3. All data collection is by others and shall be provided on Siemens data collection forms –Siemens will review the data supplied for completeness and content – it is ultimately the responsibility of the customer to ensure the data provided is correct.
 - In the case that sufficient data is not provided within 60 days of the first request, Siemens reserves the right to cancel the study and bill for hours expended based on the current time and material rates.
4. Siemens will provide notification of any coordination issues or equipment failures prior to publishing the study. One revision of the model reflecting equipment changes will be implemented without charge **UNLESS** cabling or system connections are changed **OR** study content is added. Customer has 10 business days following notification of coordination issues or equipment failures to issue revisions, after which the study will be published. Once published, the study is complete from Siemens perspective and will be invoiced in full.
5. Siemens cannot guarantee selective coordination with the specified devices. Selective coordination between protective devices is dependent on the magnitude of the fault current imposed on the devices at their point of application, particularly when the devices have instantaneous trip functions. The study will be completed showing the degree of selective coordination with the specified devices.
 - If selective coordination cannot be achieved, consulting engineering services will be offered, based on the current time and material rates, to determine possible equipment and component changes necessary to achieve complete selective coordination.
 - Additional iterations of the study, after it is published, due to any issue other than an error on Siemens part, will result in extra costs
6. All AF label installation, as required, are by others or by Siemens at current time and material rates
7. Study quotes are a package price; deletion of any quoted line item will require a new quote.
8. Any relay settings other than over current (50/51 functions) are available by separate quote after the complete relay model number, required functions and operating sequences are provided.
9. Where application occurs in jurisdictions that have adopted current 2011 NFPA-NEC, Article 240.87 requirements, the design Engineer of Record (EOR) shall maintain the responsibility for implementing one of these provisions.
 - Add Zone interlocking,
 - or Differential relaying,
 - or enable the instantaneous trip if so equipped
 - or an energy-reducing maintenance switch, resulting in no intentional delay

If any of the above options or lack thereof, are in effect at the time of issuing this power system study, this shall be noted in the executive summary of the report.

10. Siemens produces a number of world class remote racking devices. The package of the study and a remote racking unit will ensure your plant meets all the applicable codes and regulations, resulting in a safer workplace for your employees. Please request a quote from your sales person.
11. It is ultimately the customer's responsibility to provide SIEMENS with all the required information to conduct the study, which could include collecting data for existing cable (sizes & distances), conduit types, existing upstream breakers, other over-current protective equipment nameplate data with setpoints as needed to complete the study, utility transformer information, distribution transformers, motor and drive equipment, power factor corrective and harmonic filter equipment, design loading parameters at key equipment switchboards MCCs and panel boards, specific switching and/or operational procedures and Bill of Material (BOM) of all the Siemens or third party equipment included in the scope of supply for the required studies. Missing or inaccurate data provided by the Customer is considered an Omission and is addressed in Article 6.2 of General Terms and Conditions (Service).
12. This proposal is based on the equipment and components shown on the drawings and listed in the specifications, when provided. Selective Coordination, as may be required by either specifications or NEC code, between protective devices is dependent on the magnitude of the fault current imposed on the devices at their point of application, particularly when the devices have instantaneous trip functions. For this reason Siemens can evaluate and show the degree of Selective Coordination with the devices specified. If Selective Coordination cannot be achieved, then additional engineering services can be provided, on a time and materials basis, to determine the equipment changes necessary to achieve complete Selective Coordination and run an additional coordination study case to demonstrate selectivity. Per NEC code, Selective Coordination is a mandatory requirement on certain emergency power systems and if the contents of the system indicate it may be, an evaluation will be provided. The local Authority Having Jurisdiction (AHJ) may apply or reject the code requirement based on their requirements.

Data Collection :

Field data is required to create the model of the facility electrical power distribution system for this project. This information may include, but is not limited to:

- Conductors: Type, size, length, insulation & conduit type, conductors per phase
- Circuit Breakers: manufacturer, model, frame amp and voltage rating, interrupting capability, and adjustable trip settings (if applicable)
- Relays (50/51): manufacturer, Model, CT ratio & tap setting, settings
- Fuses: manufacturer, type, continuous ampere rating, short circuit current interrupting rating, voltage rating.
- Transformers: nameplate rating, Primary-Secondary Winding Configuration and Voltages, Neutral Grounding Resistor Rating (if used), X/R ratio, and Percent Impedance (%Z)
- AC Induction Motors: HP, voltage, FLA, power factor, efficiency, number of poles and rated synchronous speed.
- Switchgear, MCC's, Panel Boards: manufacturer, model, Voltage Rating, Continuous Ampere Rating, number of phases, number of wires, and bus bracing rating.

- Utility data including source impedance, available fault current, and upstream protective device settings

Scope of Work:

Siemens will perform the power system studies on the requested equipment as described in this proposal. All studies are performed under the supervision of a licensed professional engineer with the aid of SKM Power Tools software.

Description of Studies

- A Short circuit study
- B Coordination Study
- C Arc Flash
- D Arc Flash Training
- E Harmonics Analysis
- F Load Flow / Circuit Balance Analysis
- G Motor Starting Study
- H Study Report

A. Short Circuit Study

A short circuit analysis will be done to calculate the currents that are expected to flow if a three-phase, phase to phase, phase to phase to ground, or single phase to ground fault occurs at any location in an electrical distribution system. These currents are the basis for evaluating short circuit ratings for switchgear, switches, circuit breakers, and fuses as well as developing time-current coordination curves.

The results of the short circuit analysis will be used to evaluate the performance of the electrical distribution system under fault conditions.

- The Short Circuit Study will determine the maximum duty that the system protective devices, cables, transformers, and interconnections will be subjected to in the event of three phase bolted faults.
- The system under study will be that represented by the one-line diagram. Short circuit calculations will be performed down to the change to single phase system.
- The study input data includes the utility short circuit contribution, resistance, and reactance components of the branch impedances, the X/R ratios, motor contributions, and other source impedances.
- Short circuit values will be calculated on the basis of maximum available fault current at each significant location throughout the system. The short circuit tabulations will include symmetrical fault currents and X/R ratios, for both momentary and interrupting conditions. For each fault location, the total duty on the bus or component will be listed with its respective X/R ratio.
- All short circuit calculations will be made in accordance with the latest standards adopted by the American National Standards Institute (ANSI) and the National Electrical Code (NEC).
- Short circuit fault calculations will be done to the 208Y/120 volt panel board level when supplied by transformer > 75kVA. Those supplied by < 75kVA may not be shown unless specifically requested as faults cannot exceed a 10kA value.
- Only the motor loads shown on the drawings have been considered in the electrical distribution system model. Motors less than 50HP will be modelled as an aggregate sum connected to the bus from which they are fed. Motors ≥50HP will be modelled as individual loads. Motors fed by Variable Frequency Drives (VFD) have been excluded unless they are provided with bypass

contactors. Drive design prevents contribution to the short-circuit current during a fault.

B. Coordination Study

A protective device coordination study will be done to achieve the best degree of selectivity possible. The protective devices will be set to disconnect a faulted component to limit damage to the component and to maintain normal service to the remainder of the electrical system. The first goal, limiting damage, requires fast operation. The second goal, maintaining service to the remainder of the system, requires selective operation between all protective devices that sense current for a particular fault. Selectivity is obtained by providing time delay such that devices closer to the power source operate slower for a given current than downstream devices. The coordination of time overcurrent devices is the attempt to balance the competing goals of speed and selectivity. Sometimes selectivity must be sacrificed to obtain the best overall coordination or to potentially reduce an arc-flash hazard.

A short circuit study is necessary as a pre-requisite to the execution of the coordination study.

The results of the coordination study will include recommended settings for adjustable protective devices such as relays and circuit breaker trip units. 50/51 and 50N/51N settings are provided as standard. Additional settings are available for other relay functions, i.e. 87, 81, 59/27, etc., at extra cost, based on the current time and material rates.

Unless specified, the coordination study will cover the electrical system from the utility service through the busses and distribution system. This includes transformers, fuses, breakers, panel boards and related equipment down to the single phase level. Content is governed by what is shown on the one line drawing.

The results of the study are presented graphically on time-current coordination curves. These curves illustrate the selected trip characteristics of the protective devices in series to the fault location, and show the degree of protection obtained for transformers, motors, etc., as well as selective tripping obtained from the backup protective devices. Non-adjustable protective devices applied at voltages 480V and below will not be plotted on Time-Current Curves (TCC) unless they affect the settings of upstream devices or affect selective coordination for Life Safety Systems.

The results of the computer study are presented as data tabulations under the following headings:

1. Short Circuit Data
 - Current values for maximum and minimum fault conditions in various locations and for each protective device.

2. Device Identification and Settings
 - This is a listing of relay types and available taps, current transformer ratios, fuse ratings, and the location of each device in the system.
 - The recommended pickup and time delay, and the instantaneous setting are provided for each overcurrent relay.
 - Any issues with the applied devices are included in the report.

Data Required:

The data required from the purchaser to enable Siemens to proceed with the device coordination study is as follows:

1. A single line diagram marked to show the location and function in the system of each protective relay, power fuse, and low voltage circuit breaker, as well as all other key electrical equipment.
2. The ratio of any instrument transformers energizing each relay.
3. The type designation, range of adjustment, style or catalog number, and the manufacturer of each protective relay. The existing settings on each relay should be included, if applicable.
4. Type designation, voltage and current ratings and manufacturer of all power fuses and specialty power factor correction or power quality provisional equipment.
5. For motor circuits, include the HP or kW rating of each motor shown on the one line drawing. Drive equipment nameplate parameters shall be provided and provision made for inclusion for loads that attribute measurable fault current to the system.
6. The type of breaker and its series trip coil setting for the 480-volt transformer secondary circuit, manufacturer and trip unit type.
7. Time separation of approximately 0.4 second at the maximum fault magnitude will be used for Medium Voltage relays unless otherwise instructed.

C. Arc Flash Hazard Study

An Arc Flash hazard analysis will be performed to determine the level of Arc Flash energy present during a fault condition. The level of incident energy at each switchboard, motor control center, panel board and ATS will be calculated; additional location can be included on a T&M basis. Current NFPA and IEEE standards are utilized to yield arc-flash hazard results which comply with the latest industry standards.

OSHA 29 CFR-1910 Subpart S and NFPA 70E require that arc-flash hazard analysis be performed in incremented five year periods or sooner whenever design implementations occur or circuit power arrangements are changed.

Arc Flash hazard labels for equipment needed are a product of the analysis. Labels provide qualified workers the information to determine the personal protective equipment (PPE) required to work on a given piece of equipment, or when the hazard level exceeds a safe work condition. One label will be provided for each piece of equipment listed above. Additional labels for multi-sectioned equipment can be provided for an additional cost.

Per IEEE 1584, "Equipment below 240V need not be considered unless it involves at least one 125kVA or larger low-impedance transformer in its immediate power supply." Arc Flash calculations, therefore, will not be done on systems 240V and below down stream of 125kVA and smaller transformers. These systems would deliver less than 10,000 short-circuit amperes and would be classified as 1.2cal/cm^2 .

Arc Flash calculations will be done at major bus and panel board locations only. Calculations at starters and disconnect switches have not been included.

The Siemens Service offered will provide the following required information:

- Arc Flash Incident Energy (AFIE) Levels at each defined location for a specified working distance.
- Flash Hazard boundary distances requiring usage of PPE.
- Identification of locations that exceed 40 cal/cm².
- A label to affix at each defined location, which describes the hazard.
- Recommended protective devices settings to provide a balance between system coordination and arc flash hazard

D. Arc Flash Training (option)

Electrical safety and NFPA70E training, and training manuals for a total of ten (10) students per course will be provided, during one (1) training course of five (5) hours duration. Training will be provided at the customer site or at a Siemens facility in Norcross, GA. Travel to Norcross, GA and lodging expenses are NOT included

E. Harmonics Analysis (option)

A harmonic analysis will be run to determine the voltage and current distortion resulting from non-linear loads applied to the distribution system. In order to perform a harmonic analysis a load flow analysis is required as described under Load Flow / Circuit Balance Analysis below.

Harmonic source models will be based on standard data integral to the SKM software program used to do the calculations; specific harmonic models will not be developed.

Harmonic calculations will be run one (1) time at a predetermined AFD loading and system configuration as defined by others. If the simulation shows non-compliance, additional calculations can be made considering alternate equipment and/or mitigating methodologies on a time and material basis.

F. Load Flow / Circuit Balance Analysis (option)

A load flow analysis will be run to calculate system voltage drops, phase angles, power flows (real and reactive), losses, and loading of lines and transformers under specified conditions. These conditions include the load at each bus, generator limits, and voltage control at certain buses. Bus loads are specified in terms of kW and kVAR and are modelled as constant kVA, constant current, or constant impedance. Load flow software determines bus voltages and line power flows by assuming an initial value of voltage at each bus, calculating the resulting line flows, and calculating new bus voltages based on the line flows utilizing an iterative linear algebra method called Newton-Rhapson. These updated voltages are compared to the previous voltages so as to achieve optimum balance of power supply throughout the distribution system. The process is repeated using updated voltages for each iteration until the voltages from successive iterations match to within a small error tolerance. At this point, the solution has converged and the voltages, power flows, and losses are as accurate as the system model will allow.

Load flow analysis is the most basic method to evaluate and predict the normal, steady state performance of an electrical system. Load flow analysis is required to perform a harmonic analysis.

Load Flow calculations will be done using maximum system load levels, or another load level, specified by others

G. Motor Starting Study (option)

A motor starting study will be run to evaluate the affects for motor starting on the distribution system. In order to perform a motor starting study a load flow analysis is required as described under Load Flow /

Circuit Balance Analysis. A baseline load study will be run with all loads connected and running to evaluate the steady-state voltage drop at each bus. Then various scenarios will be run to evaluate the affect on voltage drop by having all loads running while starting a particular motor.

A motor starting analysis can be a relatively simple calculation or a more complex one evaluating motor and system responses to the starting effects of voltage at the moment of starting. It does not indicate how the starting motor will perform.

Motor starting calculations will be made assuming 100% system loading and normal operating conditions as defined by others.

H. Study Report

The study results will be submitted with the following details and in electronic form, unless printed copies are defined in the customer specification.

- Summary report with full description of all studies.
- Interpretation guide for all computer listings and reports.
- Single line diagram.
- Arc Flash Hazard Analysis details and recommendations.

Payment Schedule:

<u>Completion of Progress Milestone</u>	<u>Percent of total contract amount to be invoiced:</u>
Power Studies Completion (each line item)	100%

Terms and Conditions:

This quotation will be subject to the current Siemens Electrical Terms and Conditions (copy attached). This offer limits acceptance to the terms contained herein, including the referenced selling policy.

Terms of Payment:

NET30 days from the date of the Siemens invoice to the customer for the total amount for the line items listed above.

Offer Validity:

This offer is valid for 30 days unless otherwise extended, modified or withdrawn, in writing, by Siemens. The return of a purchase order referencing the proposal number will be sufficient to form an agreement on the terms and conditions of this offer.