

VILLAGE OF BARTLETT
BOARD AGENDA
FEBRUARY 21, 2017
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 Minutes - January 23, 30, February 7, 2017
- *7. BILL LIST: February 21, 2017
8. TREASURER'S REPORT: December, 2016
Motor Fuel Tax Report – November, 2016
Sales Tax Report – October, 2016

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. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE
*1. Zoning Map Update

 - B. BUILDING COMMITTEE, CHAIRMAN HOPKINS
None

 - C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
None

 - D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS
1. Executive Session Minutes Review

 - E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO
1. Code Amendments to Cannabis and Drug Paraphernalia
2. Code Amendments to Seizure and Impoundment of Vehicles

 - F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER
1. Engineering Services Agreement for DuPage Water Commission Connection Improvements

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



VILLAGE OF BARTLETT
BOARD MINUTES
January 23, 2017

1. CALL TO ORDER

President Wallace called the Special Board meeting of January 23, 2017 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: Trustee Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke, and President Wallace, Human Resources Manager Janelle Terrance, Village Clerk Lorna Giless, Bryan Mraz (at 7:49 p.m.).

ABSENT: None

ALSO PRESENT: Village Clerk Lorna Giless, Human Resources Manager Janelle Terrance.

3. ADJOURNMENT

President Wallace stated that the Board will be going into Executive Session to discuss Personnel Pursuant to Section 2(c)1 of the Open Meetings Act.

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

ROLL CALL VOTE TO ADJOURN TO EXECUTIVE SESSION

AYES: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned to Executive Session at 7:02 p.m.

4. RECONVENE BOARD MEETING

The Special Board meeting was reconvened and the Village President called the Special Board meeting back to order at 8:38 p.m. and asked the Village Clerk to call the roll.

ROLL CALL

PRESENT: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke and President Wallace

ABSENT: None



**VILLAGE OF BARTLETT
BOARD MINUTES
January 23, 2017**

5. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:39 p.m.

Lorna Giles
Village Clerk



**VILLAGE OF BARTLETT
BOARD MINUTES
January 30, 2017**

1. CALL TO ORDER

President Wallace called the Special Board meeting of January 30, 2017 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 Carbonaro, Hopkins, Reinke, and President Wallace.

ABSENT: Trustee Arends

INITIALLY ABSENT: Trustees Camerer (arrived 7:06 p.m.), Deyne (arrived 7:19 p.m.)

ALSO PRESENT: Village Clerk Lorna Giles, Human Resources Manager Janelle Terrance.

3. ADJOURNMENT TO EXECUTIVE SESSION

President Wallace stated that the Board will be going into Executive Session to discuss Personnel Pursuant to Section 2(c)1 of the Open Meetings Act.

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

ROLL CALL VOTE TO ADJOURN TO EXECUTIVE SESSION

AYES: Trustees Carbonaro, Hopkins, Reinke, President Wallace

NAYS: None

ABSENT: Trustee Arends, Camerer, Deyne

MOTION CARRIED

The meeting was adjourned to Executive Session at 7:02 p.m.

Trustee Camerer joined the Executive Session at 7:06 p.m. and Trustee Deyne joined at 7:19 p.m. as well as Village Attorney Bryan Mraz who joined at 7:49 p.m.



**VILLAGE OF BARTLETT
BOARD MINUTES
January 30, 2017**

4. RECONVENE BOARD MEETING

The Special Board meeting was reconvened and the Village President called the Special Board Meeting back to order at 8:22 p.m. and asked the Village Clerk to call the roll.

ROLL CALL

PRESENT: Trustees Camerer, Carbonaro, Deyne, Hopkins, Reinke, President Wallace

ABSENT: Trustee Arends

5. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Trustee Arends

MOTION CARRIED

The meeting was adjourned at 8:23 p.m.

Lorna Gilles
Village Clerk



VILLAGE OF BARTLETT
BOARD MINUTES
February 7, 2017

1. CALL TO ORDER

President Wallace called the regular meeting of February 7, 2017 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:02 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: Trustee Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke, and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Acting Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Public Works Director Dan Dinges, Bob Allen, Public Works Engineer, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Chief Patrick Ullrich. Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

Trustee Arends stated that she would stand up for the roll call in respect for Valerie Salmons and for her many, many years of devotion to this Village and her constant excellent leadership.

3. INVOCATION

Pastor Jim Depalma from Encounter Church did the invocation. He stated that it was truly his honor to be a resident and also being a baseball coach for many years. Tonight he was there for one purpose and that is Valerie Salmons. When she began work as Bartlett's first full-time village administrator in 1982, the town was home to just 13,254 residents. When Valerie retires after 35 years in the position, she will be leaving behind a community population has more than tripled since her first day on the job. As Village Administrator, Valerie was the first woman appointed to the Illinois Law Enforcement and Training Standards Board in 1990. Former Governor Jim Thompson initially named Valerie to the position and five Illinois Governors have re-appointed her since. She was also the first woman elected to serve as that Board's Chairwoman. He stated that he got to know her about 10 to 12 years prior and she has been nothing but a public servant to our church and our community and to this region. She will be missed. She has volumes within her heart and she can write books after books. Even though this is retirement, her legacy will live for a long time. He thanked her for working with him.



**VILLAGE OF BARTLETT
BOARD MINUTES
February 7, 2017**

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

There were no additions to or deletions from the Consent Agenda.

Trustee Hopkins moved to approve the Consent Agenda and all items therein as presented and that motion was seconded by Trustee Deyne.

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

AYES: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

NAYS: None

ABSENT: None

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 - None

9. PRESIDENT'S REPORT

President Wallace read a Proclamation recognizing Village Administrator Valerie Salmons' service to the Village of Bartlett.

Illinois State Representative Christine Winger read a Resolution from the State of Illinois recognizing the occasion of Valerie Salmon's retirement.

A representative from Congressman Peter Roskam's office presented an extension of remarks which was placed into the congressional record regarding Valerie Salmon's retirement.



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10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

11. TOWN HALL

Wayne Johnson, 224 Village Lane

Mr. Johnson stated that he was the Membership Director for the 4th of July festival. He thanked the Board for aiding him in finding volunteers. He stated that they will be having bingo this year. He stated that they are well on their way in recruiting volunteers but are only about 50% of the way there. They need about 15 more people to say that they are fully staffed and operational. He asked for their continued support.

Jim Zay, DuPage Water Commission

Mr. Zay thanked the Village Board and staff for all their work with the agreement. It went very quickly and smoothly and the Village Attorney was very gracious working with them. He thanked them for all their support. He stated that this agreement was passed unanimously by the DuPage Water Commission Board last week and he hoped that tonight it would also be approved by the Village Board.

As a member of the DuPage County Board, he also presented a Resolution from the DuPage County Board and stated that it was his honor and pleasure to work with Valerie over the last 17 years.

Frank Napolitano, 236 Longridge Drive, Bloomingdale, IL

Mr. Napolitano stated that he had the opportunity to serve as Village Trustee from 2009 to 2013 and he was here this evening to speak about his time working with Valerie Salmons. When he was elected to the Board in 2009, he had never served a public office before and did not know about the inter-workings of local government as he would have liked to. It was through Valerie Salmons that he was able to learn about Board and Administrator relationships and how to work through adversity. He stated that he has been able to pull from his experience in Bartlett and from Valerie's calm and steady handling in difficult times. During his time on the Board they had many accomplishments and several challenges they needed to work through. They could not have accomplished these many great things without Valerie Salmons as the Chief Administrative Officer. As elected officials, we often speak to the public about our many great accomplishments but we all know we would not accomplish them without great Administrators like Valerie. She has truly been a huge asset to the Village of Bartlett overseeing the growth of this great community, reporting to many different Boards over the years, with many differing opinions. He wished her well in her retirement.

Tom Floyd, 150 Shady Lane

Mr. Floyd stated that he was looking over the Proclamation for Valerie and her many accomplishments. He stated that he was on the Board for 16 years and recalls projects such as the balefill, powerplant in Brewster Creek, which were very contentious. He also



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mentioned the U-46 disconnection which took a lot of time and energy. The Wendt property, Villa Olivia, the gas station by the Jewel, the funeral home, ComEd bike path, just to mention a few. These are some of the things Valerie had to deal with along with strong-willed contentious Boards. It was always done in a professional manner and she was always very supportive of her staff. He was proud to take up 16 of her 35 years.

Pat Kelly, 1009 Bentley

Ms. Kelly stated that she has been a resident of Bartlett for 39 years so the majority of her time here she watched Valerie. She watched her raise her family here and watched the Village grow. During the good times as well as the more difficult times, she has always been the ultimate professional, very focused, very dedicated to all of us. She has always been looking out for her children who turned into wonderful adults and watched this community grow into a remarkable community, but also given all of us something to aspire to. On behalf of all of us from the Village of Bartlett, thank you for taking care of us. You have looked out for us, you have looked out for your staff and all of your Boards. It is time to cut the cord and she hoped that she could learn how to take a vacation.

Eric Shipman, 883 Prairie Avenue

Mr. Shipman stated that he spent four years on the Village Board and it was truly an honor to spend those four years with Valerie. Through all the professionalism and all the leadership and all of the things that she did as well as the innovations that she brought forth, all of the glass ceiling breaking that she did for administrators and leaders, elected officials and women alike, she always did it with grace and poise. He didn't know if he ever met a classier woman. He wished her nothing but the very best and looks forward to meeting her again in retirement at some point. Congratulations and thank you so much.

Greg Martin, Rolling Meadows

Mr. Martin stated that he was a former Trustee in Bartlett. He stated that it was always a pleasure to work with Valerie. It is a testament to have all of these old Trustees come and wish you a good farewell. He stated that she did see the town grow up - Bartlett is her child.

Natalie Hentrich 449 Woodhollow Lane

Ms. Hentrich stated that she was there to talk about the backyard chickens. She stated that she grew up in Iowa and was a farm girl. She felt that you have to go beyond Bartlett to experience agriculture, other than culinary. Being that she has a background in agriculture she had a lot of literature to share regarding chickens.

Administrator Salmons stated that this will be on the Committee meeting for March 7. It has gone to the Zoning Board of Appeals and it will be discussed on that date.

Ms. Hentrich asked if her daughter could come to explain the 4H programs.



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12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that there was no report.

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne presented Ordinance 2017-09, An Ordinance Abating Certain 2016 Tax Levies of the Village of Bartlett for Special Service Area Number One (Bluff City).

Acting Finance Director Todd Dowden stated that this is the annual abatement ordinance for the 2004 Special Service Area bonds. They are variable-rate interest bonds so every year they have to adjust the levy to what they believe the estimated rate will be. The maximum rate is 9% and the estimated rate is 4.79%. They will abate that to bring it down to what is actually required to pay the debt service for this next year and that is what this ordinance will do.

Trustee Deyne moved to approve Ordinance 2017-09, An Ordinance Abating Certain 2016 Tax Levies of the Village of Bartlett for Special Service Area Number One (Bluff City) and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO APPROVE ORDINANCE 2017-09, ABATING CERTAIN 2016 TAX LEVIES FOR SSA #1 (BLUFF CITY)

AYES: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS

Trustee Arends stated that O'Hare's Pub and Restaurant has requested a Class J liquor license to sell alcohol at their St. Patrick's Day weekend event on March 17-18 from 6:00 p.m. to 11:00 p.m. at the Town Center shopping center.

Trustee Arends moved to approve the Class J liquor license application submitted by O'Hare's Pub and Restaurant and that motion was seconded by Trustee Deyne.



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ROLL CALL VOTE TO APPROVE CLASS J LIQUOR LICENSE FOR O'HARE'S PUB

AYES: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke and
President Wallace

NAYS: None

ABSENT: None

MOTION CARRIED

Trustee Arends presented the O'Hare's Pub Amplifier Permit for the St. Patrick's day event.

Trustee Arends moved to approve the Amplifier Permit for O'Hare's Pub and Restaurant and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE AMPLIFIER PERMIT FOR O'HARE'S PUB

AYES: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer presented Resolution 2017-10-R, 2017 Motor Fuel Tax Project.

Trustee Camerer moved to approve Resolution 2017-10-R, 2017 Motor Fuel Tax Project authorizing funds and that motion was seconded by Trustee Arends.

ROLL CALL VOTE TO APPROVE RESOLUTION 2017-10-R MOTOR FUEL TAX PROJECT

AYES: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

Trustee Camerer presented Resolution 2017-11-R, a Resolution Approving of the Water Purchase and Sale Agreement Between the DuPage Water Commission and the Village of Bartlett.



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Administrator Salmons stated that this has been a long project with some twists and turns. She thanked Jim Zay who came up with a lot of good ideas at the right time for them to move ahead with this water agreement. She also thanked John Spatz who put it all together in a way that they could all understand. She also thanked Phil Luetkehans, the Water Commission's attorney for moving this along. Thanks went to Chris Burke and his staff, including Mark Emory, who have been with them through this whole project and looked at different options for more years than they ever thought it was going to take. She also thanked Bryan Mraz and Dan Dinges who were there every step of the way and she felt it would be a huge improvement for the Village of Bartlett and the residents had been waiting for this. She felt that they will be able to make the timeframe.

Trustee Camerer moved to approve Resolution 2017-11-R, a Resolution Approving of the Water Purchase and Sale Agreement Between the DuPage Water Commission and the Village of Bartlett and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE RESOLUTION 2017-11-R, WATER PURCHASE AND SALE AGREEMENT WITH THE DUPAGE WATER COMMISSION

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

Trustee Camerer moved to approve Resolution 2017-12-R, a Resolution Approving of the Intergovernmental Agreement Concerning Loan for the Connection Facilities to Implement Water to the Village of Bartlett, and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE RESOLUTION 2017-12-R, INTERGOVERNMENTAL AGREEMENT CONCERNING LOAN FOR CONNECTION FACILITIES TO IMPLEMENT WATER

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

Trustee Camerer moved to approve Resolution 2017-13-R, a Resolution Approving of the Intergovernmental Agreement Concerning Loan for Capital Cost Recovery Charge to the Village of Bartlett, and that motion was seconded by Trustee Deyne.

Trustee Reinke asked if another community wanted to tap into the 30 inch main, will we be able to recoup any of our costs.



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Attorney Mraz stated that there is not a separate recapture provision, but the way that the DuPage Water Commission is set up is that the more users there are, the more beneficial it is to the Commission. He stated there was some discussion about recapture if the Water Commission was going to require Bartlett to oversize the transmission lines to accommodate other users, but the route and pipe diameter was not upsized to accommodate other users, so there is no recapture. He also stated that the \$21M construction loan or \$13M buy in loan are on very advantageous terms. One is 0% interest over 30 years which is the buy in fee, and the other is the Intergovernmental Agreement for the construction loan which doesn't have to be paid for 2 to 3 years which the Commission will use to construct that 25,500 +/- lineal feet of water transmission main outside the Village, and simultaneously the Village will build the Bartlett water system improvements in the Village that are about the other half of that cost. The interest rate on the construction loan is spread over 20 years and is the lower of what the commission earns on their invested funds +1%, or 4%.

President Wallace asked if Roselle was part of the DuPage Water Commission.

Mr. Zay stated "yes".

Trustee Hopkins asked if, from an engineering standpoint, if it was possible for another community to tap in? Is there enough volume in a 30 inch water main? Are we oversizing this?

Mr. Zay stated "no". They size it for peak, not daily usage.

Trustee Hopkins stated that if another community does tap into it and our volume goes up, the Commission would foot the bill to oversize that pipe. Was a recapture fee talked about in the negotiations?

Attorney Mraz stated that it is not something they do or if the Village does, if there is no oversizing requirement. All of the Water Commission agreements are in the same format, with the the same terms, and as Mr. Zay stated we are not oversizing the mains for others, it is sized for Bartlett's peak use.

Trustee Hopkins stated that the last discussion they had the pipe was supposed to come from the south instead of the east.

Administrator Salmons stated that the engineers looked at that and it turns out that we do not have all of the right-of-way in that area even though it was identified several years ago when we talked about that, and it would require a larger diameter pipe to get the same pressure. In fact, we can bring it down Central, more quickly and more effectively and more economically than going up Fair Oaks.

Trustee Hopkins asked if the timeframe is realistic.



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Administrator Salmons stated that she thought it was. It will be talked about in public and there will be a lot of people who are anticipating having Lake Michigan water in that timeframe. Barring some unforeseen circumstances, which she thinks they have time built in for that as well, she believed they will make that timeframe.

Trustee Reinke stated that he assumes there will be a day when they will switch over and he wondered what that they would be like. Will they get a burst of rust from the bottom of the pipe? What will it be like?

Mr. Burke stated that there may be some small bits of debris, but it should be a relatively seamless.

ROLL CALL VOTE TO APPROVE RESOLUTION 2017-13-R, INTERGOVERNMENTAL AGREEMENT CONCERNING LOAN FOR CAPITAL COST RECOVERY CHARGE

AYES: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

President Wallace stated that Ms. Salmons has put a lot of time into this and he has had discussions with her over the last three and half years and he can't count how many times she has gone to bat for us, how many deals were on the table that fell apart and she tried to scrape them together, the Board has twisted her this way and that way, we were all a little bit confused but we ended up in a really good place because of her perseverance. He thanked her for that.

13. NEW BUSINESS - None

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne stated that he has known Valerie for many years and appreciated all the help and advice she has given him over those years; more importantly, for being his friend. He stated that Glenn Kohler hired her in 1982 and also appointed him to the Plan Commission in 1982. He stated that this is not really her retirement. He knows her devotion, her drive, and knows that she is just getting started.

President Wallace thanked her family for sharing her with them. He also recognized Jerry Faber in the audience who was on the Board when she was hired.

Administrator Salmons stated that this being her last meeting, she wanted to say a couple of things and reiterate some things. She thanked Jerry for being there because he was wise enough to bring her in. This job has been one of the greatest challenges and



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greatest honors of her lifetime. She has found out over the last few weeks that leaving it is one of the hardest things that she will ever do. For 35 years she has really had a great time, it's been wonderful. She has had the privilege of working for 37 different elected officials and she stated that they were professionals, every single one of them. She had the honor to deal with the most civic minded individuals that were elected to do the best for the community. Bartlett has had wonderful elected officials and such decent and kind people. She stated that she has attended about 900 Village Board meetings. She stated that all of them were her gifts in one way or another and she wouldn't be here without all of their support and tolerance. To her incredible, talented, management team, with the most astonishingly weird sense of humor as a group, thanked them for all the support and spending every Tuesday morning in staff has altered her in some way that she has not entirely figured out yet. To the staff and the many people who came here this evening, she appreciated that. Our staff has always set the highest bar for public service and our citizen services and they make that bar every single day. You have inspired her and she never knew that she was going to love his job the way she did. She has been blessed to be here and she thanked them for all of that.

15. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:05 p.m.

Lorna Gilles
Village Clerk

LG/

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/21/2017**

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DEARBORN NATIONAL	MONTHLY INSURANCE - FEB 2017	2,773.89
INVOICES TOTAL:		2,773.89

1100-VILLAGE BOARD/ADMINISTRATION

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CHICAGO TRIBUNE SUBSCRIPTION	45.37
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	15.22
INVOICES TOTAL:		60.59

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	31.31
INVOICES TOTAL:		31.31

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CELL PHONE	123.51
1 WAREHOUSE DIRECT	BUDGET BINDERS/SUPPLIES	29.89
INVOICES TOTAL:		153.40

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ILCMA CONFERENCE REGISTRATION	312.00
INVOICES TOTAL:		312.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	PICTURE FRAMES	37.08
1 LB MEDWASTE SERVICES INC	WASTE CONTAINER PICK UP	412.00
INVOICES TOTAL:		449.08

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM SUPPLIES	140.23
1 KANE DUPAGE REGIONAL MUSEUM ASSOC	PASSPORT TO ADVENTURE REGISTRATION	215.00
INVOICES TOTAL:		355.23

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	LUNCH MEETING/REFRESHMENTS	131.57

** Indicates pre-issue check.

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 INVOICES DUE ON/BEFORE 2/21/2017**

1 COMCAST	VPN SERVICE	8.41
1 PAULA SCHUMACHER	VLS RETIREMENT GIFT	191.24
INVOICES TOTAL:		331.22

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
INVOICES TOTAL:		2,000.00

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	STORMWATER REVIEW SERVICES	2,570.00
INVOICES TOTAL:		2,570.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PEERLESS FENCE	FENCE WORK	5,685.00
INVOICES TOTAL:		5,685.00

1210-LIABILITY INSURANCE

544100-LIABILITY INSURANCE PREMIUMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK	CYBER CRIME	721.00
INVOICES TOTAL:		721.00

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK	JANUARY DEDUCTIBLES	15,429.74
INVOICES TOTAL:		15,429.74

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	16.79
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	74.46
INVOICES TOTAL:		91.25

523110-LEGAL PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICE	73.60
INVOICES TOTAL:		73.60

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/ENVELOPES/TAPE	41.76
1 WAREHOUSE DIRECT	BUDGET BINDERS/SUPPLIES	177.98
1 WAREHOUSE DIRECT	1099R ENVELOPES	90.48
1 WAREHOUSE DIRECT	INK CARTRIDGES/SUPPLIES	32.41
	<u>INVOICES TOTAL:</u>	<u>342.63</u>

542100-REBATES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEVE/DEBBIE FIGVED	UTILITY TAX REBATE	30.00
	<u>INVOICES TOTAL:</u>	<u>30.00</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IGFOA MEMBERSHIP RENEWAL FEES	500.00
	<u>INVOICES TOTAL:</u>	<u>500.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 NOTARY PUBLIC ASSOC OF ILLINOIS	NOTARY APPLICATION FEE	54.00
	<u>INVOICES TOTAL:</u>	<u>54.00</u>

1500-COMMUNITY DEVELOPMENT

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	490.77
	<u>INVOICES TOTAL:</u>	<u>490.77</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	ADVERTISING	740.00
1 PADDOCK PUBLICATIONS INC	ADVERTISING	750.00
	<u>INVOICES TOTAL:</u>	<u>1,490.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MINUTEMAN PRESS	CODE ENFORCEMENT DOOR HANGERS	234.00
1 JIM PLONCZYNSKI	PROMOTIONAL ITEMS	63.42
	<u>INVOICES TOTAL:</u>	<u>297.42</u>

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	COMMUNITY DEVELOPMENT HANDBOOK	49.45
1 THE SIDWELL CO	COOK COUNTY LEASE ATLASES	385.00

** Indicates pre-issue check.

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INVOICES TOTAL: 434.45

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	39.19
<u>INVOICES TOTAL:</u>		<u>39.19</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	POCKET FOLDERS/LABELS	99.70
1 WAREHOUSE DIRECT	PENS	7.66
<u>INVOICES TOTAL:</u>		<u>107.36</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CGS-NIU	SEMINAR REGISTRATION FEES	150.00
1 SUBURBAN BUILDING OFFICIALS CONF	TRAINING INSITUTE REGISTRATION	375.00
<u>INVOICES TOTAL:</u>		<u>525.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NOTARY SERVICE FEE	53.95
<u>INVOICES TOTAL:</u>		<u>53.95</u>

1600-BUILDING

523010-ELEVATOR INSPECTIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELEVATOR INSPECTION SERVICE	ELEVATOR RE-INSPECTIONS	128.00
<u>INVOICES TOTAL:</u>		<u>128.00</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	155.62
<u>INVOICES TOTAL:</u>		<u>155.62</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN BUILDING OFFICIALS CONF	CONFERENCE REGISTRATION FEES	500.00
<u>INVOICES TOTAL:</u>		<u>500.00</u>

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED NORTH	PAPER SHREDDING SERVICES	120.00

** Indicates pre-issue check.

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1	TIME BUSINESS SYSTEMS INC	CABLE INSTALLATION/VOICE OUTLETS	907.33
1	ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE AGREEMENT	700.00
1	ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE AGREEMENT	700.00
1	VERIZON WIRELESS	WIRELESS SERVICES	678.52
			INVOICES TOTAL: 3,105.85

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	715.34
		INVOICES TOTAL: 715.34

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	HELP WANTED AD/POLICE CLERK	75.00
1 EXAMINER PUBLICATIONS INC	HELP WANTED AD/POLICE CLERK	75.00
		INVOICES TOTAL: 150.00

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	142.59
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	1,069.61
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	28.99
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	167.39
1 MR CAR WASH	JANUARY 2017 CAR WASHES	89.70
1 ULTRA STROBE COMMUNICATIONS INC	CARGO BOX REMOVAL	75.00
1 ZIMMERMAN FORD INC	VEHICLE MAINTENANCE	373.72
		INVOICES TOTAL: 2,038.60

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	LIGHT INSTALLATION	405.90
1 ZIMMERMAN FORD INC	REAR DOOR LOCK INSTALLATION	111.00
		INVOICES TOTAL: 516.90

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	COMPUTER SOFTWARE	36.72
1 FLAGS USA INC	U.S. FLAG/EAGLE TOP ORNAMENT	102.00
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	164.49
1 WAREHOUSE DIRECT	INK CARTRIDGE	111.26
1 WAREHOUSE DIRECT	TONER	194.95
1 WAREHOUSE DIRECT	TONER	128.43
1 WAREHOUSE DIRECT	INK CARTRIDGE	110.13

** Indicates pre-issue check.

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INVOICES TOTAL: 847.98

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO BADGE & INSIGNIA CO	BADGES	244.04
1 CHICAGO BADGE & INSIGNIA CO	HAT SHIELDS	203.14
1 CHICAGO BADGE & INSIGNIA CO	BADGES	840.23
1 RAY O'HERRON CO INC	UNIFORM ACCESSORIES	223.79
1 RAY O'HERRON CO INC	UNIFORM ACCESSORIES	25.90
<u>INVOICES TOTAL:</u>		<u>1,537.10</u>

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHWESTERN UNIVERSITY	TRAFFIC CRASH INVESTIGATION BOOK	120.18
1 PADDOCK PUBLICATIONS INC	ANNUAL SUBSCRIPTION	202.80
1 THOMSON REUTERS-WEST	MONTHLY SUBSCRIPTION	186.46
<u>INVOICES TOTAL:</u>		<u>509.44</u>

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STREICHER'S INC	RIFLE MAGAZINES	138.00
<u>INVOICES TOTAL:</u>		<u>138.00</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	9,264.56
<u>INVOICES TOTAL:</u>		<u>9,264.56</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABILITY AWARDS INC	NAME PLATES/DESK PLATE HOLDERS	93.00
1 STATE GRAPHICS	BUSINESS CARDS	264.00
1 WAREHOUSE DIRECT	STYROFOAM CUPS/SUPPLIES	43.63
1 WAREHOUSE DIRECT	INKJET CARTRIDGES/LABELS	179.15
1 WAREHOUSE DIRECT	POST-IT NOTES/SHEET PROTECTORS	119.85
1 WAREHOUSE DIRECT	PAPER/ADDRESS LABELS/BATTERIES	116.82
1 WAREHOUSE DIRECT	POCKET FOLDERS/DVD-R DISCS	270.13
<u>INVOICES TOTAL:</u>		<u>1,086.58</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN KEY & LOCK CO INC	DOOR LATCH REPAIRS	106.00
1 LASER TECHNOLOGY INC	BATTERY PACK	40.00
<u>INVOICES TOTAL:</u>		<u>146.00</u>

541600-PROFESSIONAL DEVELOPMENT

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

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**	1	CPI	INSTRUCTOR CERTIFICATION PROGRAM	2,850.00
**	1	TRACEY DENDINGER	D.A.R.E. TRAINING EXPENSES	216.00
**	1	HAMPTON INN	LODGING/D.A.R.E. TRAINING	1,084.00
	1	I LETS B EXECUTIVE INSTITUTE	CONFERENCE REGISTRATION	37.50
	1	ILLINOIS ASSOC OF PROPERTY	CONFERENCE REGISTRATION FEES	710.00
	1	ILLINOIS LAW ENFORCEMENT ALARM	CONFERENCE REGISTRATION	90.00
	1	NORTHWEST POLICE ACADEMY	SEMINAR FEES	50.00
	1	POLICEONE.COM	TASER INSTRUCTOR RE-CERTIFICATION	225.00
				INVOICES TOTAL: 5,262.50

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS	FLOWERS/PROMOTIONS & D.A.R.E	78.00
		INVOICES TOTAL: 78.00

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STREICHER'S INC	TRANSPORT BELTS	185.00
		INVOICES TOTAL: 185.00

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAMS	1,120.00
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAMS	640.00
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAMS	320.00
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAMS	1,147.50
1 METRO-WESTERN COOK	BACKGROUND CHECK FEES	36.00
		INVOICES TOTAL: 3,263.50

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS	FLOWERS/PROMOTIONS & D.A.R.E	115.00
		INVOICES TOTAL: 115.00

1800-STREET MAINTENANCE

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	104.02
- 1 UNIFIRST CORP	UNIFORM RENTAL	102.42
		INVOICES TOTAL: 206.44

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.10
1 VERIZON WIRELESS	WIRELESS SERVICES	207.83
1 VERIZON WIRELESS	WIRELESS SERVICES	38.82

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 248.75

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	22.86
		<u>INVOICES TOTAL: 22.86</u>

524230-SNOW PLOWING CONTRACTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONCRETE CONSTRUCTION INC	SNOW PLOWING SERVICES	3,375.00
		<u>INVOICES TOTAL: 3,375.00</u>

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	90.00
		<u>INVOICES TOTAL: 90.00</u>

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL POLE REPLACEMENT	17,745.23
1 MEADE ELECTRIC CO INC	EMERGENCY SIGNAL REPAIRS	581.52
1 MEADE ELECTRIC CO INC	EMERGENCY SIGNAL REPAIRS	581.52
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	1,001.00
1 MOBOTREX INC	TRAFFIC SIGNAL REPAIR SUPPLIES	323.46
		<u>INVOICES TOTAL: 20,232.73</u>

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	PARKING LOT LIGHT REPAIRS	420.00
1 ELMUND & NELSON CO	STREET LIGHT REPAIRS	5,400.50
		<u>INVOICES TOTAL: 5,820.50</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	MATERIALS & SUPPLIES	108.70
1 FASTENAL CO	MATERIALS & SUPPLIES	54.71
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	303.49
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	326.27
		<u>INVOICES TOTAL: 793.17</u>

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	ANNUAL SUBSCRIPTION	67.93
		<u>INVOICES TOTAL: 67.93</u>

530150-SMALL TOOLS

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

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1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	65.03
	<u>INVOICES TOTAL:</u>	<u>65.03</u>

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	3,443.86
	<u>INVOICES TOTAL:</u>	<u>3,443.86</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	STORAGE BOXES	29.25
1 WAREHOUSE DIRECT	INDEX TABS/PAPER TOWELS	66.77
	<u>INVOICES TOTAL:</u>	<u>96.02</u>

534230-SNOW PLOWING SALT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CARGILL INC - SALT DIVISION	ROAD SALT PURCHASE	15,195.07
1 CARGILL INC - SALT DIVISION	ROAD SALT PURCHASE	15,147.89
1 K-TECH SPECIALTY COATINGS INC	BEET HEET	5,608.55
	<u>INVOICES TOTAL:</u>	<u>35,951.51</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSERV FS INC	PLASTIC GREEN SNOW FENCE	950.00
1 KIMCO USA INC	CONTROL VALVE	118.10
1 MONROE TRUCK EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	69.06
1 NAPA AUTO PARTS	EQUIPMENT MAINTENANCE SUPPLIES	261.66
1 STANDARD EQUIPMENT CO	STREET SWEEPER SUPPLIES	559.74
1 WEST SIDE TRACTOR SALES CO	EQUIPMENT MAINTENANCE	875.55
	<u>INVOICES TOTAL:</u>	<u>2,834.11</u>

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M	MAINTENANCE SUPPLIES	398.25
	<u>INVOICES TOTAL:</u>	<u>398.25</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	12.95
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	38.00
	<u>INVOICES TOTAL:</u>	<u>50.95</u>

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRESCENT ELECTRIC SUPPLY CO	LIGHTING SUPPLIES	359.88
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	222.72

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 582.60

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	80.00
INVOICES TOTAL:		80.00

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	MAINTENANCE SUPPLIES	364.90
INVOICES TOTAL:		364.90

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	1.00
INVOICES TOTAL:		1.00

2200-MFT EXPENDITURES

583082-STEARNES RD COUNTY CRK CULVRT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE COUNTY	STEARNES ROAD CULVERT EXTENSION	7,380.00
INVOICES TOTAL:		7,380.00

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMAS GONZALEZ	VBR BOND REFUND	500.00
1 MALGORZATA SZALA	VBR BOND REFUND	500.00
INVOICES TOTAL:		1,000.00

5000-WATER OPERATING EXPENSES

520025-ELGIN WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CITY OF ELGIN	ELGIN WATER BILL	323,093.84
INVOICES TOTAL:		323,093.84

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	43.01
1 UNIFIRST CORP	UNIFORM RENTAL	43.01
INVOICES TOTAL:		86.02

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AQUA BACKFLOW INC	CROSS CONNECTION CONTROL PROGRAM	1,104.45
1 CORRPRO CO INC	TANK INSPECTION SERVICES	800.00
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4	10,658.58
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7	2,293.33
INVOICES TOTAL:		14,856.36

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	207.83
INVOICES TOTAL:		207.83

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	1,627.00
INVOICES TOTAL:		1,627.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	434.42
1 CONSTELLATION ENERGY	ELECTRIC BILL	1,926.49
1 CONSTELLATION ENERGY	ELECTRIC BILL	439.46
1 CONSTELLATION ENERGY	ELECTRIC BILL	2,511.82
INVOICES TOTAL:		5,312.19

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CDW GOVERNMENT INC	MICROSOFT OFFICE 2016	314.45
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	131.50
INVOICES TOTAL:		445.95

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	ANNUAL SUBSCRIPTION	67.93
INVOICES TOTAL:		67.93

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A-1 REPAIRS INC	TRASH PUMP	400.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	34.92
INVOICES TOTAL:		434.92

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	822.31

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 822.31

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	7.67
1 WAREHOUSE DIRECT	STORAGE BOXES	29.25
1 WAREHOUSE DIRECT	INDEX TABS/PAPER TOWELS	66.77
INVOICES TOTAL:		103.69

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	ELECTRIC HEATER/SUPPLIES	1,166.18
INVOICES TOTAL:		1,166.18

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	10.99
INVOICES TOTAL:		10.99

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS/SUPPLIES	4,389.50
INVOICES TOTAL:		4,389.50

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	32.25
INVOICES TOTAL:		32.25

5090-WATER CAPITAL PROJECTS EXP

581030-WATER TOWER PAINTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DIXON ENGINEERING INC	WATER TOWER PAINT INSPECTION	217.50
INVOICES TOTAL:		217.50

5100-SEWER OPERATING EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
INVOICES TOTAL:		132.44

522500-EQUIPMENT RENTALS

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

**VILLAGE OF BARTLETT
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1 VERIZON WIRELESS	WIRELESS SERVICES	207.84
	INVOICES TOTAL:	207.84

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	ANNUAL SUBSCRIPTION	67.94
	INVOICES TOTAL:	67.94

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	72.18
1 CONSTELLATION ENERGY	ELECTRIC BILL	102.64
1 CONSTELLATION ENERGY	ELECTRIC BILL	66.39
1 CONSTELLATION ENERGY	ELECTRIC BILL	270.59
1 CONSTELLATION ENERGY	ELECTRIC BILL	105.25
1 CONSTELLATION ENERGY	ELECTRIC BILL	224.63
1 CONSTELLATION ENERGY	ELECTRIC BILL	251.43
1 CONSTELLATION ENERGY	ELECTRIC BILL	283.44
1 CONSTELLATION ENERGY	ELECTRIC BILL	125.74
1 CONSTELLATION ENERGY	ELECTRIC BILL	329.79
1 CONSTELLATION ENERGY	ELECTRIC BILL	233.58
1 CONSTELLATION ENERGY	ELECTRIC BILL	321.47
1 CONSTELLATION ENERGY	ELECTRIC BILL	427.70
1 CONSTELLATION ENERGY	ELECTRIC BILL	1,166.39
1 CONSTELLATION ENERGY	ELECTRIC BILL	31,336.24
1 CONSTELLATION ENERGY	ELECTRIC BILL	151.03
1 NICOR GAS	GAS BILL	85.96
	INVOICES TOTAL:	35,554.45

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	21.27
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	468.77
	INVOICES TOTAL:	490.04

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,012.82
	INVOICES TOTAL:	1,012.82

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	STORAGE BOXES	29.26
	INVOICES TOTAL:	29.26

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLOW-TECHNICS INC	REPLACEMENT PUMP	14,504.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/21/2017**

1 LIONHEART CRITICAL POWER	EQUIPMENT REPAIRS	89.00
1 LIONHEART CRITICAL POWER	EQUIPMENT REPAIRS	1,222.00
1 XYLEM WATER SOLUTIONS USA INC	EQUIPMENT MAINTENANCE	393.00
INVOICES TOTAL:		16,208.00

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	11.00
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	75.75
INVOICES TOTAL:		86.75

5190-SEWER CAPITAL PROJECTS EXP

582023-PHOSPHORUS REMOVAL SYSTEM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DRINKER BIDDLE & REATH LLP	ENVIRONMENTAL CONSULTING	910.00
INVOICES TOTAL:		910.00

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	525.00
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00
INVOICES TOTAL:		549.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	124.40
INVOICES TOTAL:		124.40

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	29.95
INVOICES TOTAL:		29.95

570200-BLDG & GROUNDS IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
INVOICES TOTAL:		64.40

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/21/2017**

1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - OCT 2016	570.00
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - JAN 2017	570.00
1 ROSCOE CO	MATS	102.66
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	550.00
INVOICES TOTAL:		1,792.66

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	1,497.16
INVOICES TOTAL:		1,497.16

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS/HAND SOAP/GLOVES	213.40
INVOICES TOTAL:		213.40

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TIME CARDS/MARKERS	18.45
INVOICES TOTAL:		18.45

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SHIPPING CHARGES	94.66
INVOICES TOTAL:		94.66

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	AIR COMPRESSOR MOTOR	291.15
INVOICES TOTAL:		291.15

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	PIN 06-34-100-026-0000	15.21
INVOICES TOTAL:		15.21

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 J A JOHNSON PAVING CO	PARKING LOT RESURFACING	12,391.57
INVOICES TOTAL:		12,391.57

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	561.86

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/21/2017**

1 NICOR GAS	GAS BILL	499.04
		<u>INVOICES TOTAL: 1,060.90</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	28.42
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	660.00
		<u>INVOICES TOTAL: 688.42</u>

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	470.82
		<u>INVOICES TOTAL: 470.82</u>

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	40.00
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - OCT 2016	75.00
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - JAN 2017	75.00
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
		<u>INVOICES TOTAL: 265.00</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEMPERATURE ENGINEERING INC	COOLER REPAIRS	348.78
		<u>INVOICES TOTAL: 348.78</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	249.52
		<u>INVOICES TOTAL: 249.52</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	33.00
		<u>INVOICES TOTAL: 33.00</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TIME CARDS/MARKERS	5.00
		<u>INVOICES TOTAL: 5.00</u>

534320-PURCHASES - FOOD & BEVERAGE

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/21/2017**

1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	20.00
1 SCHAMBERGER BROS INC	BEER PURCHASE	170.19
INVOICES TOTAL:		190.19

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - OCT 2016	75.00
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - JAN 2017	75.00
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	248.81
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
INVOICES TOTAL:		573.81

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 M & M SPECIAL EVENTS CO	STAGE RENTAL	132.00
INVOICES TOTAL:		132.00

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO STYLE WEDDINGS	ADVERTISING/MARKETING SERVICES	1,633.34
INVOICES TOTAL:		1,633.34

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEMPERATURE ENGINEERING INC	COOLER REPAIRS	348.78
INVOICES TOTAL:		348.78

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	249.52
INVOICES TOTAL:		249.52

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS/HAND SOAP/GLOVES	54.52
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	39.81
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	100.00
1 PAUL PETERSEN	CIGARETTE COLLECTOR	58.85
INVOICES TOTAL:		253.18

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/21/2017**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	238.37
1 WAREHOUSE DIRECT	TIME CARDS/MARKERS	28.76
INVOICES TOTAL:		267.13

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	PASTRIES	154.90
1 CAPUTO'S FRESH MARKETS	FOOD PURCHASE	69.66
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	929.83
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	1,149.69
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	102.25
1 GRECO AND SONS INC	FOOD PURCHASE	78.95
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	677.54
1 GRECO AND SONS INC	FOOD PURCHASE	44.85
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	46.16
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	763.66
1 TURANO BAKING CO	FOOD PURCHASE	43.00
1 TURANO BAKING CO	FOOD PURCHASE	61.92
INVOICES TOTAL:		4,122.41

6000-CENTRAL SERVICES EXPENSES

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUELAKE SOFTWARE INC	KOFAX ANNUAL SUPPORT RENEWAL	2,200.00
** 1 CARDMEMBER SERVICE	DOMAIN RENEWAL FEES	389.90
INVOICES TOTAL:		2,589.90

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	BARTLETTER	5,002.00
INVOICES TOTAL:		5,002.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	50.00
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	2,721.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	2,973.00
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
INVOICES TOTAL:		5,827.60

524110-TELEPHONE

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/21/2017**

1	CALL ONE	TELEPHONE BILL	1,415.37	
**	1	CARDMEMBER SERVICE	DSL LINE FOR VILLAGE HALL	65.00
	1	FIRST COMMUNICATIONS LLC	P.W. TELEPHONE CIRCUIT	699.18
	1	VERIZON WIRELESS	WIRELESS SERVICES	325.20
	1	VERIZON WIRELESS	WIRELESS SERVICES	76.02
			<u>INVOICES TOTAL:</u>	<u>2,580.77</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT		
** 1	CARDMEMBER SERVICE	RETIREMENT PARTY SUPPLIES	32.86	
	1	CLIFFORD-WALD	PLOTTER PAPER	31.45
	1	GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	190.91
** 1	SAM'S CLUB	FOOD PURCHASES/SUPPLIES	198.86	
	1	WAREHOUSE DIRECT	PAPER/ENVELOPES/TAPE	511.68
	1	WAREHOUSE DIRECT	INK CARTRIDGES/SUPPLIES	126.36
			<u>INVOICES TOTAL:</u>	<u>1,092.12</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT		
1	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	39.97	
			<u>INVOICES TOTAL:</u>	<u>39.97</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT		
1	GOVCONNECTION INC	PROX CARD READERS	185.72	
			<u>INVOICES TOTAL:</u>	<u>185.72</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT		
** 1	CARDMEMBER SERVICE	CLOUD SERVICES	240.77	
			<u>INVOICES TOTAL:</u>	<u>240.77</u>

GRAND TOTAL: 601,358.32

GENERAL FUND	139,871.66
MOTOR FUEL TAX FUND	7,380.00
DEVELOPER DEPOSITS FUND	1,000.00
WATER FUND	352,874.46
SEWER FUND	54,699.54
PARKING FUND	767.75
GOLF FUND	27,206.06
CENTRAL SERVICES FUND	17,558.85
GRAND TOTAL	601,358.32

** Indicates pre-issue check.

CASH & INVESTMENT REPORT
December 31, 2016

Fund	Detail of Ending Balance			12/31/2016
	Cash	Investments	Net Assets/Liab.	
General	3,846,511	10,129,400	247,666	14,223,576
MFT	1,219,485	2,761,735	(17,530)	3,963,691
Debt Service	50,271	133,041	731	184,043
Capital Projects	6,142	16,256	39,395	61,793
Municipal Building	158,989	420,767	16,485,087	17,064,843
Developer Deposits	5,936	3,527,456	285,974	3,819,365
Town Center TIF	74,343	196,748	180,623	451,714
59 & Lake TIF	0	0	0	0
BC Municipal TIF	148,664	393,440	(16,517)	525,587
Bluff City Tif Municipal	0	0	9,473	9,473
Water	715,075	1,892,189	19,172,294	21,779,558
Sewer	160,390	424,209	20,001,187	20,585,786
Parking	16,408	43,425	47,538	107,371
Golf	0	0	1,206,988	1,206,988
Central Services	178,177	471,547	97,349	747,073
Vehicle Replacement	377,275	998,461	1,747,148	3,122,884
TOTALS	6,957,666	21,408,673	59,487,406	87,853,745

Fund	Detail of Ending Balance			12/31/2016
	Cash	Investments	Net Assets/Liab.	
BC Project TIF	8,464,774	0	0	8,464,773
Bluff City Project TIF	101	0	0	101
Bluff City SSA Debt Srv.	312,770	0	0	312,770
Police Pension	1,276,068	34,793,307	101,887	36,171,262



Todd Dowden
Acting Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
 FISCAL YEAR 2016/17 as of December 31, 2016

Fund	Revenues			Expenditures		
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Prior YTD %
General	15,225,091	21,848,541	69.68%	13,978,049	22,116,878	63.20%
MFT	739,535	1,071,387	69.03%	781,200	1,330,000	58.74%
Debt Service	1,407,506	1,755,685	80.17%	1,968,688	1,970,139	99.93%
Capital Projects	39	100,100	0.04%	0	25,000	0.00%
Municipal Building	16,583,374	3,860	429621.08%	695,964	340,500	204.39%
Developer Deposits	33,406	78,500	42.56%	473,797	206,100	229.89%
Town Center TIF	1,158	0	100.00%	7,327	0	100.00%
Bluff City SSA	411,067	950,381	43.25%	988,212	1,125,000	87.84%
59 & Lake TIF	0	6,100	0.00%	0	56,000	0.00%
Bluff City Municipal TIF	4,397	1,505	292.16%	0	0	0.00%
Bluff City Project TIF	68,711	1,979,510	0.22%	68,634	1,975,000	3.48%
Brewster Creek Municipal TIF	619,667	500,600	123.78%	342,532	666,137	51.42%
Brewster Creek Project TIF	14,566,952	4,276,050	340.66%	9,326,500	4,323,553	215.71%
Water	4,704,549	7,466,070	63.01%	4,477,411	8,158,758	54.88%
Sewer	2,383,732	7,387,450	32.27%	2,885,095	8,199,905	35.18%
Parking	154,122	230,075	66.99%	129,025	227,026	56.83%
Golf	1,771,923	2,658,000	66.66%	1,683,694	2,632,324	63.96%
Central Services	681,888	1,021,763	66.74%	737,642	1,118,733	65.94%
Vehicle Replacement	429,398	645,270	66.55%	585,160	919,000	63.67%
Police Pension	2,392,303	2,098,049	114.03%	974,204	2,098,049	46.43%
Subtotal	62,178,816	54,078,896	114.98%	40,103,132	57,488,102	69.76%
Less Interfund Transfers	(2,242,982)	(3,109,832)	72.13%	(2,242,982)	(3,109,832)	72.13%
Total	59,935,834	50,969,064	117.59%	37,860,150	54,378,270	69.62%
			60.80%			58.87%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2016/17 as of December 31, 2016

Fund	Actual	Current Year		Prior YTD %
		Budget	Percent	
Property Taxes	7,438,829	9,275,478	80.20%	79.97%
Sales Taxes (General Fund)	1,585,941	2,205,000	71.92%	70.53%
Income Taxes	2,698,310	4,368,048	61.77%	74.04%
Telecommunications Tax	634,316	1,057,500	59.98%	59.15%
Real Estate Transfer Tax	490,570	610,000	80.42%	75.87%
Building Permits	554,286	641,275	86.44%	54.21%
MFT	731,006	1,067,287	68.49%	72.17%
Water Charges	4,405,388	6,700,000	65.75%	61.50%
Sewer Charges	2,161,371	3,250,000	66.50%	66.33%
Interest Income	64,584	49,375	130.80%	50.07%
Gas Utility Tax	192,200	550,000	34.95%	29.67%
Electric Utility Tax	116,153	153,000	75.92%	77.39%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2016/17 as of December 31, 2016

Fund	Actual	Current Year Budget	Percent
Golf Program			
Revenues	1,046,660	1,670,000	62.67%
Expenses	1,004,310	1,587,645	63.26%
Net Income	42,350	82,355	51.42%
F&B - Restaurant			
Revenues	109,125	133,000	82.05%
Expenses	220,865	319,149	69.20%
Net Income	(111,740)	(186,149)	60.03%
F&B - Banquet			
Revenues	499,793	735,000	68.00%
Expenses	404,099	660,230	61.21%
Net Income	95,694	74,770	127.98%
F&B - Midway			
Revenues	116,346	120,000	96.95%
Expenses	54,420	65,300	83.34%
Net Income	61,926	54,700	113.21%
Golf Fund Total			
Revenues	1,771,923	2,658,000	66.66%
Expenses	1,683,694	2,632,324	63.96%
Net Income	88,229	25,676	343.63%

MOTOR FUEL TAX

Month	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17
May	89,807	85,450	89,115	104,788	106,665	89,988	93,139
June	86,890	83,830	75,066	71,924	80,212	58,408	58,737
July	82,123	78,002	87,721	84,361	89,915	103,948	94,278
August	89,014	90,041	87,924	99,063	61,056	100,154	89,533
September	86,580	88,420	76,347	70,076	83,006	67,441	79,032
October	99,672	79,216	83,510	90,026	89,337	87,626	91,489
November	73,018	88,011	89,027	77,655	90,552	101,486	93,216
December	93,136	92,981	85,014	103,117	103,771	93,002	
January	89,163	115,721	82,788	90,866	97,525	89,828	
February	96,459	83,346	70,348	83,687	74,031	90,531	
March	77,675	84,943	83,251	65,802	37,978	77,861	
April	89,807	82,622	70,866	75,969	95,841	93,782	
Subtotal	1,053,344	1,052,583	980,978	1,017,334	1,009,889	1,054,055	599,424
Plus:							
High Growth	46,918	29,046	29,031	37,678	37,682	37,743	37,801
Jobs Now	179,796	179,796	179,796	179,796	359,592		
Total	1,280,058	1,261,425	1,189,805	1,234,808	1,407,163	1,091,798	637,225
Budget	1,015,000	1,250,000	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287

Annual Inc in \$ w/o High Growth **1.50%** **-0.07%** **-6.80%** **3.71%** **-0.73%** **4.37%** **-8.15%**



Municipality Report

December 1, 2016

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR NOVEMBER, 2016

Beginning Unobligated Balance		\$4,029,609.61
Motor Fuel Tax Allotment	\$93,215.66	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$93,215.66
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$4,122,825.27

PROCESSED TRANSACTIONS:

Sales Taxes

Month	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17
May	146,546	126,506	175,701	173,657	178,983	170,734	186,214
June	137,130	164,604	195,692	193,303	201,968	200,031	224,385
July	176,678	165,519	190,898	186,097	188,547	194,738	211,186
August	180,229	177,919	180,797	184,425	190,872	206,213	209,930
September	177,173	187,893	182,163	189,650	183,399	198,880	206,205
October	168,710	177,758	165,188	170,530	188,055	212,286	212,435
November	162,303	161,152	181,865	174,037	179,846	204,437	
December	171,232	164,341	165,852	153,005	163,529	178,413	
January	166,523	167,926	168,154	210,506	187,865	194,219	
February	171,856	157,086	147,189	151,678	141,054	149,630	
March	168,981	177,777	147,039	128,886	141,609	161,850	
April	132,397	152,124	162,595	153,553	170,308	178,006	
Total	1,959,758	1,980,605	2,063,133	2,069,327	2,116,036	2,249,438	1,250,356

% increase -7.33% 0.86% 4.17% 0.30% 2.26% 4.52% 0.07%

Budget 1,950,000 1,950,000 1,975,000 2,010,000 2,075,000 2,115,000 2,205,000

Warrant/EFT#: EF 0011648

Fiscal Year: 2017 Issue Date: 12/07/16

Warrant Total: \$212,435.44 Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1043634	7A1043634	\$212,435.44

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$212,435.44	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 12/06/2016
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: SEP. 2016 COLL MO: OCT. 2016 VCHR MO: DEC. 2016
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

COMMUNITY DEVELOPMENT MEMORANDUM

17-008

DATE: February 14, 2017
TO: Paula Schumacher, Acting Village Administrator
FROM: Jim Plonczynski, Community Development Director
RE: **(#17-01) Zoning Map Update – 2017**

The following is a list of changes made to the Village of Bartlett's Official Zoning Map during the **calendar year of 2016**. As stated in the Illinois Compiled Statutes 65 ILCS 5/11-13-19, the Village is required to publish a map of all the zoning changes made in the preceding year prior to March 31st of each calendar year. An updated map is attached for your reference.

Staff is requesting that the Zoning Map Update be forwarded directly to the Village Board.

Rezoning

There were no rezoning's approved in 2016.

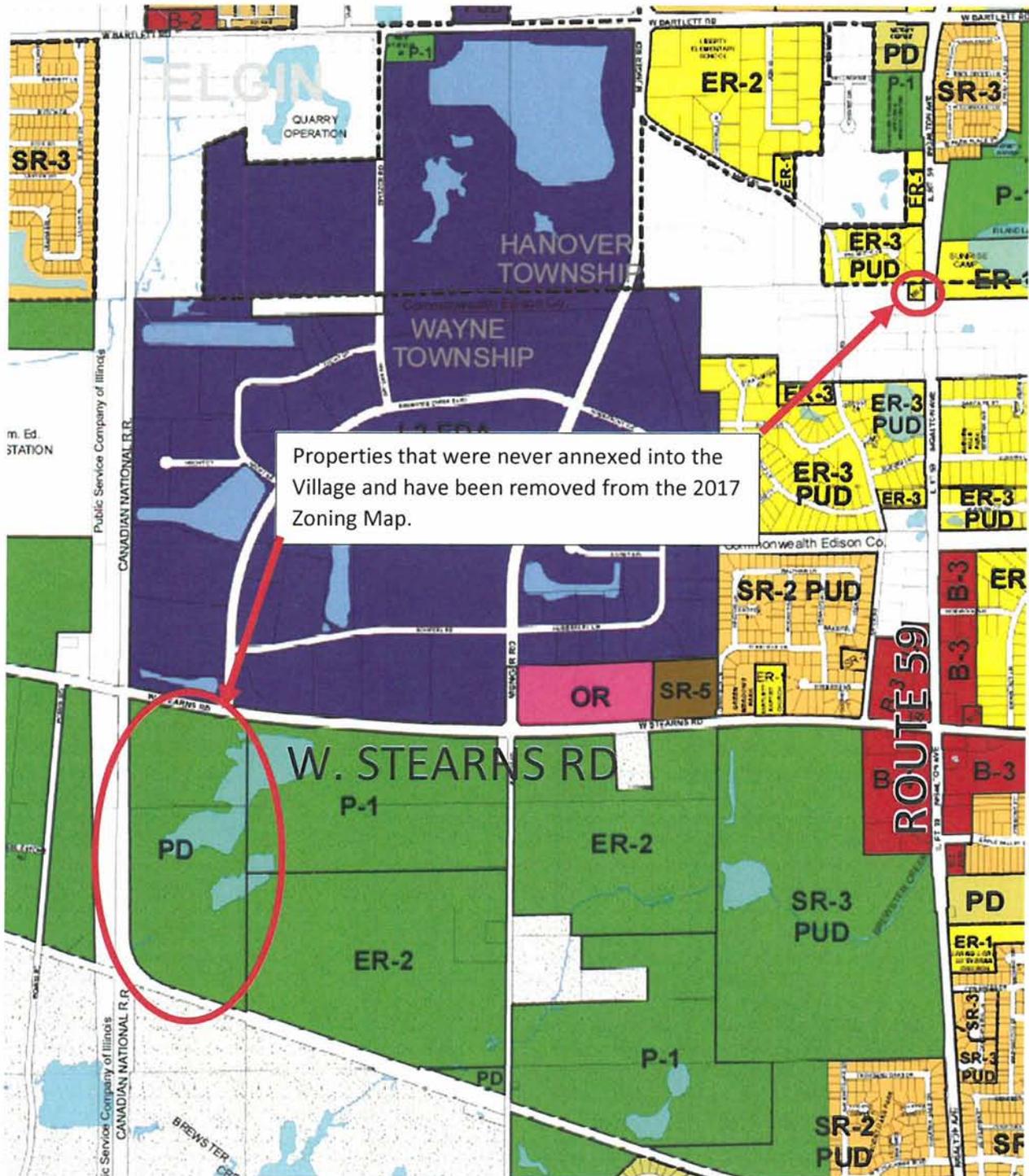
Map Corrections

During the past year while researching legal descriptions and answering questions on various zoning inquiries Staff discovered two (2) mapping errors from the 1960's. These errors have been correct on the map and are outlined below.

1. While researching the annexation plat for Sunrise Camp it was discovered there was a map error showing a small ER-1 parcel along Route 59, south of the Preserve of Bartlett located at 7N754 RT 59. The parcel is depicted as being annexed to the Village, when it is not. It is in DuPage County.
2. While researching the annexation plat near Pratt's Wayne Woods Forest Preserve it was discovered that 2 PD parcels, at the southeast corner of Stearns Road and the CN Railroad tracks were shown as being annexed to the Village when they are not. These parcels are in DuPage County.

Attached is a portion of the 2016 map showing the properties mentioned above. An Ordinance approving the Zoning Map Update and the Official Zoning Map 2017 with the corrections is attached for your review.

2016 ZONING MAP



ORDINANCE 2017-_____

**AN ORDINANCE ADOPTING THE VILLAGE OF BARTLETT, ILLINOIS
OFFICIAL ZONING MAP 2017**

WHEREAS, it is required by the Illinois Compiled Statutes (65 ILCS 5/11-13-19) that corporate authorities shall cause to be published no later than March 31st of each year a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of the municipality for the preceding calendar year,

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 the Village of Bartlett hereby adopts and publishes the Village of Bartlett, Illinois-Official Zoning Map 2017 appended hereto as Exhibit A, expressly made a part hereof.

SECTION TWO: That the Village Clerk is hereby authorized and directed to publish this Ordinance, including the Official Zoning Map adopted and approved herein, in pamphlet form.

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 after its passage, approval and publication in pamphlet form, as required by law.

ROLL CALL VOTE:

AYES:

NAYS:

PASSED this 21st day of February, 2017

APPROVED this 21st day of February, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

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

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2017- _____ enacted on February 21, 2017 and approved on February 21, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

TO: President and Board of Trustees of the Village of Bartlett
Valerie L. Salmons, Village Administrator

FROM: Bryan E. Mraz

DATE: February 13, 2017

RE: Executive Session Minutes

CONFIDENTIAL – SUBJECT TO ATTORNEY/CLIENT PRIVILEGE

The Open Meetings Act requires the Board to review its executive session minutes semi-annually for the purpose of determining which minutes can be released for public inspection and which minutes shall remain confidential. Section One of the Resolution approves of new executive session minutes from July 7, 2015 through December 20, 2016, which the Board has not yet seen or approved. Those minutes start after the first tab in the attached enclosure entitled "APPROVE" and will be approved pursuant to Section One of the attached Resolution if it passes.

All executive session minutes, including minutes of meetings that occurred before a Trustee or the Village President took office, must be reviewed semi-annually to determine whether the need for confidentiality still exists. I have re-reviewed all of the executive session minutes that the Board last determined should remain confidential on July 21, 2015, along with the new executive session minutes since then, and I have prepared the attached Resolution which incorporates my recommendations as to which minutes should be released under the second tab entitled "RELEASE", and which executive session minutes I recommend should continue to be held and remain confidential under the third tab entitled "HOLD". In addition, recorded verbatim transcripts of minutes do not need to be kept when more than 18 months has passed since their completion and the minutes of those meetings approved. Section Four of the Resolution provides that the recordings can be destroyed and the minutes of those meetings will stand as the record for those meetings.

Therefore, I recommend the Board pass the attached "Resolution 2017-____ A Resolution Approving Certain Executive Session Minutes and Determining Which Executive Session Minutes to Release or Hold as Confidential After Semi-Annual Review, and Authorizing the Destruction of Verbatim Records of Certain Closed Sessions."

The press has been given a copy of the Resolution, but not any of the executive session minutes.

RESOLUTION 2017 – _____

**A RESOLUTION APPROVING CERTAIN EXECUTIVE SESSION MINUTES
AND DETERMINING WHICH EXECUTIVE SESSION MINUTES
TO RELEASE OR HOLD AS CONFIDENTIAL AFTER SEMI-ANNUAL
REVIEW, AND AUTHORIZING THE DESTRUCTION OF VERBATIM
RECORDS OF CERTAIN CLOSED SESSIONS**

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 Executive Session minutes for the following dates are hereby approved:

July 7, 2015	June 21, 2016
July 21, 2015	September 6, 2016
August 18, 2015	September 20, 2016
January 5, 2016	December 20, 2016 and Attachment
April 5, 2016	

SECTION TWO: That the minutes or portions of minutes for the following executive sessions shall hereby be made available to the public for inspection, as the Board finds they no longer require confidential treatment:

6/1/2004	4/21/2009 Item 3
7/18/2006 Item 1	10/6/2009 Item 1
9/19/2006	2/16/2010 Item 1
7/17/2007 Item 2	10/19/2010
12/2/2008	3/6/2012 Item 2
3/17/2009 Item 3	1/2/2013

SECTION THREE

That the minutes or portions of minutes for the following

Executive Sessions shall hereby remain closed, because the Board finds the need for confidentiality as to all or a part of such minutes still exists:

2/6/2001 (all)	10/3/2006 Item 1	2/16/2010 Item 2	1/6/2015 (all)
	11/7/2006 Item 1	3/16/2010 (all)	1/20/2015 (all)
11/19/2002 (all)	11/7/2006 Item 3	7/20/2010 (all)	2/17/2015 (all)
	11/7/2006 Item 4		4/21/2015 (all)
3/4/2003 (all)	12/19/2006 (all)	1/4/2011 (all)	7/7/2015
		4/19/2011 Item 1	7/21/2015 Item 1
2/15/2005 Item 1	4/3/2007 (all)	6/7/2011 Item 1	7/21/2015 Item 2
2/15/2005 Item 2	9/18/2007 (all)		8/18/2015
3/1/2005 (all)		7/17/2012 (all)	
3/15/2005 (all)	5/6/2008 (all)	10/16/2012	1/5/2016 Item 1
6/21/2005 (all)			1/5/2016 Item 2
8/16/2005 Item 1	3/17/2009 Item 1	2/5/2013 (all)	4/5/2016
8/16/2005 Item 2	5/5/2009 (all)	6/4/2013 (all)	6/21/2016 Item 1
9/6/2005 Item 1	6/16/2009 (all)	9/3/2013 (all)	6/21/2016 Item 2
	7/21/2009 Item 1	11/19/2013 (all)	9/6/2016
1/17/2006 Item 3	9/1/2009 Item 1		9/20/2016 Item 1
3/21/2006 Item 1	9/1/2009 Item 2	9/16/2014 Item 1	9/20/2016 Item 2
6/20/2006 (all)	10/6/2009 Item 2	9/16/2014 Item 2	9/20/2016 Item 3
7/18/2006 Item 2	11/17/2009 (Session#1,	9/16/2014 Item 3	12/20/2016 and
8/15/2006 Item 1	Item 1)	11/4/2014 (all)	Confidential
8/15/2006 Item 2	12/15/2009		Attachment
9/19/2006 (all)			

SECTION FOUR:

Pursuant to Section 2.06(c) of the Open Meetings Act

(5 ILCS 120/2.06(c)), the Village Board hereby approves of the destruction of the verbatim records of the following executive session meetings, as more than eighteen (18) months has passed since the completion of the meeting so recorded, and the Village Board has approved of the written minutes of said meetings which meet the requirements of Section 2.06(a) of the Open Meetings Act (5 ILCS 120/2.06(a)):

9/16/2014	1/20/2015
11/4/2014	2/17/2015
1/6/2015	4/21/2015

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 21, 2017

APPROVED: February 21, 2017

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 2017 - _____ enacted on February 21, 2017, and approved on February 27, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles



Agenda Item Executive Summary

Item Name	Amendments to the Cannabis and Drug Paraphernalia Ordinance	Committee or Board	Board
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BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		

EXECUTIVE SUMMARY

Due to recent changes in legislation regarding cannabis, the attached proposed ordinance amends Title 5, Chapter 8 of the Bartlett Municipal Code, which regulates cannabis and drug paraphernalia. The proposed ordinance repeals and amends Title 5, Chapter 8 entitled "Cannabis" by deleting it in its entirety.

In the proposed amended ordinance, Sections 5-8-1 "Definitions," and 5-8-2 "Possession of Cannabis Prohibited" were amended to reflect the passage of the "Compassionate Use of Medical Cannabis Pilot Program Act" and the recent decriminalization of unlawful possession of 10 grams or less of cannabis. Additionally, the ordinance includes the addition of a new section titled, 5-8-3 "Possession of Drug Paraphernalia Prohibited" and authorizes officers to issue local adjudication citations to anyone found to be in possession of drug paraphernalia as specified in the ordinance.

ATTACHMENTS (PLEASE LIST)

Police Department Memo
Ordinance

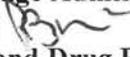
ACTION REQUESTED

For Discussion Only _____
 Resolution _____
 Ordinance _____

Motion: I Move To Approve Ordinance 2017-____, An Ordinance Amending Title 5, Chapter 8, Of The Bartlett Municipal Code To Regulate Cannabis And Drug Paraphernalia.

Staff:	P. Ullrich	Date:	February 13, 2017
	G. Pretkelis		

POLICE DEPARTMENT MEMORANDUM
17-10

DATE: February 13, 2017
TO: Paula Schumacher, Acting Village Administrator
FROM: Patrick Ullrich, Chief of Police 
RE: Amendments to the Cannabis and Drug Paraphernalia Ordinance

Due to recent changes in legislation regarding cannabis, the attached proposed ordinance amends Title 5, Chapter 8 of the Bartlett Municipal Code, which regulates cannabis and drug paraphernalia. The proposed ordinance repeals and amends Title 5, Chapter 8 entitled "Cannabis" by deleting it in its entirety.

Section 5-8-1 "Definitions" of the current ordinance needs to be amended to include changes in definitions since the time the ordinance was originally passed in 1999.

Section 5-8-2 "Possession of Cannabis Prohibited" needs to be amended to reflect the exceptions listed in:

- the "Immunities and presumptions related to the medical use of cannabis exceptions" (410 ILCS 130/25) section of the "Compassionate Use of Medical Cannabis Pilot Program Act," and
- the "Unlawful use of cannabis-based product manufacturing equipment" section of the "Cannabis Control Act" (720 ILCS 550/5.3(b))

These exceptions would exempt registered qualifying patients, registered designated caregivers, physicians, registered dispensing organization agents, and registered dispensing organization agents in compliance of the "Compassionate Use of Medical Cannabis Pilot Program Act" from being in violation of any provision of Village Ordinance 5-8-2 "Possession of Cannabis Prohibited."

The Bartlett Police Department would be able to cite any person who violated Village Ordinance 5-8-2 "Possession of Cannabis Prohibited" with the issuance of a local adjudication citation.

Section 5-8-3 "Possession of Drug Paraphernalia Prohibited" is a new section that prohibits the unlawful possession of drug paraphernalia. This would allow the Bartlett Police Department to issue local adjudication citations with a mandatory hearing date before the Local Adjudication Hearing Officer for these type of offenses.

The attached proposed section titled, "Possession of Drug Paraphernalia Prohibited," mirrors the majority of the language set forth in the state statute titled, "Possession of Drug Paraphernalia" (720 ILCS 600/3.5), and also includes exceptions to a person who is legally authorized to possess cannabis paraphernalia used in connection with the medical use of cannabis as allowed under the "Compassionate Use of Medical Cannabis Pilot Program Act."

**VILLAGE OF BARTLETT
DUPAGE, COOK AND KANE COUNTIES, ILLINOIS**

ORDINANCE NO. 2017 - _____

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 8, OF THE
BARTLETT MUNICIPAL CODE TO REGULATE CANNABIS AND DRUG PARAPHERNALIA**

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF BARTLETT, DUPAGE, COOK AND KANE COUNTIES, ILLINOIS**

THIS _____ DAY OF _____, 2017

**PUBLISHED BY AUTHORITY OF THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF BARTLETT, DUPAGE,
COOK AND KANE COUNTIES, ILLINOIS
THIS _____ DAY OF _____, 2017**

ORDINANCE 2017 - _____

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 8,
OF THE BARTLETT MUNICIPAL CODE TO
REGULATE CANNABIS AND DRUG PARAPHERNALIA**

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 Title 5, Chapter 8, of the Bartlett Municipal Code entitled "Cannabis" is hereby repealed and is amended by deleting it in its entirety.

SECTION TWO: That Title 5 of the Bartlett Municipal Code, as amended, is hereby amended by adding thereto new Chapter 8 entitled "Cannabis and Drug Paraphernalia" as follows:

CHAPTER 8

CANNABIS AND DRUG PARAPHERNALIA

5-8-1: DEFINITIONS:

5-8-2: POSSESSION OF CANNABIS PROHIBITED:

5-8-3: POSSESSION OF DRUG PARAPHERNALIA PROHIBITED:

5-8-4: EXEMPTIONS:

5-8-5: PENALTY:

5-8-1: DEFINITIONS:

"CANNABIS" means and includes marijuana, hashish and other substances which are identified as including any parts of the plant cannabis sativa, whether growing or not; the seeds thereof, the resin extracted from any part of such plant; and any compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other cannabinol derivatives, including its naturally occurring or synthetically produced ingredients, whether produced directly or indirectly by extraction, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis; but shall not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of such plant which is incapable of germination.

"CONTROLLED SUBSTANCE" shall have the meaning ascribed to it in section 102 of the "Illinois Controlled Substances Act" (720 ILCS 570/102), as the same may be

amended from time to time, which statute and definition as the same may be amended are hereby expressly incorporated herein.

“DELIVER” or “DELIVERY” means the actual, constructive or attempted transfer of possession, with or without consideration, whether or not there is an agency relationship.

“DRUG PARAPHERNALIA” means all equipment, products and materials of any kind, other than methamphetamine manufacturing materials as defined in Section 10 of the Methamphetamine Control and Community Protection Act, which are intended to be used unlawfully in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body cannabis or a controlled substance in violation of the "Cannabis Control Act" 720 ILCS 550/1 *et seq.*; the "Illinois Controlled Substances Act" 720 570/100 *et seq.*; or the "Methamphetamine Control and Community Protection Act" 620 ILCS 646/1 *et seq.*; or a synthetic drug product or misbranded drug in violation of the "Illinois Food, Drug and Cosmetic Act" 410 ILCS 620/1, *et seq.* It includes, but is not limited to:

1. Kits intended to be used unlawfully in manufacturing, compounding, converting, producing, processing or preparing cannabis or a controlled substance.
2. Isomerization devices intended to be used unlawfully in increasing the potency of any species of plant which is cannabis or a controlled substance.
3. Testing equipment intended to be used unlawfully in a private home for identifying or in analyzing the strength, effectiveness or purity of cannabis or a controlled substance.
4. Diluents and adulterants intended to be used unlawfully for cutting cannabis or a controlled substance by private persons.
5. Objects intended to be used unlawfully in ingesting, inhaling, or otherwise introducing cannabis, cocaine, hashish, hashish oil, a synthetic drug product or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act, 410 ILCS 620/1, *et seq.*, into the human body including, where applicable, the following items:
 - a. Water pipes;
 - b. Carburetion tubes and devices;
 - c. Smoking and carburetion masks;
 - d. Miniature cocaine spoons and cocaine vials;
 - e. Carburetor pipes;
 - f. Electric pipes;
 - g. Air-driven pipes;
 - h. Chillums;
 - i. Bong;

j. Ice pipes or chillers;

6. Any item whose purpose, as announced or described by the seller, is for use in violation of section 5-8-3 of this chapter.

“KNOWINGLY” means consciously aware of the presence of cannabis or awareness of the substantial probability of the presence of cannabis.

“POSSESS” means an act of physical dominion over cannabis and/or drug paraphernalia or exclusive control over the premises where the cannabis and/or drug paraphernalia is found. For purposes of this definition, exclusive control may occur even though possession is jointly held or shared.

5-8-2: POSSESSION OF CANNABIS PROHIBITED:

It shall be unlawful for any person to knowingly possess cannabis within the corporate limits of the Village of Bartlett, unless said possession is authorized under section 5.3(b) or section 11 of the Cannabis Control Act¹, or authorized under the Compassionate Use of Medical Cannabis Pilot Program Act².

5-8-3: POSSESSION OF DRUG PARAPHERNALIA PROHIBITED:

- A. No person shall keep for sale, offer for sale, sell, or deliver for any commercial consideration any item of drug paraphernalia.
- B. Any store, place, or premises from which or in which any item of drug paraphernalia is kept for sale, offered for sale, sold, or delivered for any commercial consideration is declared to be a public nuisance and unlawful.
- C. It is unlawful for any person to use or to possess or offer for sale an item of drug paraphernalia with the intent to use it, or offer for sale for the use by others, in ingesting, inhaling, or otherwise introducing cannabis or a controlled substance into the human body, or in preparing cannabis or a controlled substance for that use. This subsection does not apply to a person who is legally authorized to possess hypodermic syringes or needles under the Hypodermic Syringes and Needles Act.³ **This subsection also does not apply to a person who is legally authorized to possess cannabis paraphernalia used in connection with the medical use of cannabis as allowed under the Compassionate Use of Medical Cannabis Pilot Program Act.⁴**
- D. In determining intent under subsection C, the trier of fact may take into consideration the proximity of the cannabis or controlled substances to drug paraphernalia or the presence of cannabis or a controlled substance on the drug paraphernalia.

¹ 720 ILCS 570/102

² 720 ILCS 550/5.3(b)

³ 720 ILCS 635/0.01, *et seq.*

⁴ 410 ILCS 130/5

5-8-4: EXEMPTIONS:

A. Section 5-8-3 shall not apply to the following:

1. Items used in the preparation, compounding, packaging, labeling, or other use of cannabis or a controlled substance as an incident to lawful research, teaching, chemical analysis, use in law enforcement activities and which is not offered for sale.
2. Items historically and customarily used in connection with, the planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, or inhaling of tobacco or any other lawful substance. Items exempt under this subsection include, but are not limited to, garden hoses, rakes, sickles, baggies, tobacco pipes, and cigarette-rolling papers.
3. Items which are used for decorative purposes, when such items have been rendered completely inoperable or incapable of being used for any illicit purpose prohibited by this chapter.
4. A person who is legally authorized to possess hypodermic syringes or needles under the Hypodermic Syringes and Needles Act.
5. A person who is legally authorized to possess cannabis paraphernalia used in connection with the medical use of cannabis as allowed under the Compassionate Use of Medical Cannabis Pilot Program Act.

B. In determining whether or not a particular item is exempt under this subsection, the trier of fact should consider, in addition to all other logically relevant factors, the following:

1. The general, usual, customary, and historical use to which the item involved has been put;
2. Expert evidence concerning the ordinary or customary use of the item and the effect of any peculiarity in the design or engineering of the device upon its functioning;
3. Any written instructions accompanying the delivery of the item concerning the purposes or uses to which the item can or may be put;
4. Any oral instructions provided by the seller of the item at the time and place of sale or commercial delivery;
5. Any national or local advertising concerning the design, purpose or use of the item involved, and the entire context in which such advertising occurs;

6. The manner, place and circumstances in which the item was displayed for sale, as well as any item or items displayed for sale or otherwise exhibited upon the premises where the sale was made;
 7. Whether the owner or anyone in control of the object is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products;
 8. The existence and scope of legitimate uses for the object in the community.
- C. Drug paraphernalia or other property taken or detained, pursuant to probable cause and in conformance with all applicable laws, shall be forfeited upon a finding by the circuit court or the local adjudication hearing officer, upon trial, hearing or plea of guilty, that section 5-8-3 has been violated. When property is forfeited under section 5-8-3, the chief of police may retain it for official use or destroy it.

5-8-5: PENALTY:

Any person violating any provision of this chapter shall be fined not less than Fifty Dollars (\$50.00) nor more than Seven Hundred Fifty Dollars (\$750.00). In addition to any other penalties already provided for by law and this chapter, a person or store owner convicted of selling drug paraphernalia shall be subject to having his, their or its license to sell tobacco revoked.

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 become effective ten days after its passage, execution by the Village President and publication in pamphlet form as required by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the village clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2017-_____, enacted on _____, 2017, and approved on _____, 2017, and published in pamphlet form on _____, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles



Agenda Item Executive Summary

Item Name	Amendments to the Seizure and Impoundment of Vehicles Ordinance	Committee or Board	Board
-----------	---	--------------------	-------

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The attached proposed ordinance amends Village Ordinance 6-19-102 "Violation or Offenses Subject to Seizure and Impoundment" due to a recommendation from Hearing Officer Thomas Bastian as a result of a judicial opinion raised in *McGrath v. City of Kankakee*.

In effect, the amended ordinance eliminates six offenses because they are not referenced in state statute 625 ILCS 5/11-208.7 "Administrative Fees and Procedures for Impounding Vehicles for Specified Violations." If the Village elected to keep these offenses in the ordinance, the Village would be required to post signage at the entrances to the Village to give reasonable notice related to the impoundment ordinance and these specific offenses.

In lieu of posting the required notice, it is staff's recommendation to remove those specific offenses from the ordinance.

ATTACHMENTS (PLEASE LIST)

Police Department Memo
Ordinance

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance X

Motion: I Move To Approve Ordinance 2017-____, An Ordinance Amending Title 6, Part/Chapter 19, Section 6-19-102, Of The Bartlett Municipal Code Regulating The Seizure And Impoundment Of Vehicles Used In The Commission Of Certain Offenses.

Staff:	P. Ullrich	Date:	February 13, 2017
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	G. Pretkelis		
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POLICE DEPARTMENT MEMORANDUM
17-11

DATE: February 13, 2017
TO: Paula Schumacher, Acting Village Administrator
FROM: Patrick Ullrich, Chief of Police 
RE: Amendments to the Seizure and Impoundment of Vehicles Ordinance

The attached proposed ordinance amends Village Ordinance 6-19-102 "Violation or Offenses Subject to Seizure and Impoundment" due to a recommendation from Village Administrative Hearing Officer Thomas Bastian as a result of a judicial opinion raised in *McGrath v. City of Kankakee*, 2016 IL App (3d) 140522.

As a result of that Illinois Appellate Court opinion, Hearing Officer Bastian recommended amending the ordinance to eliminate the following sections and offenses:

- Section C "Fleeing or Attempting to Elude a Police Officer", however the offense of "Aggravated fleeing or Attempting to Elude a Police Officer" would remain in Section C
- Section D "Street Racing; Aggravated Street Racing or similar provision of this code"
- Section H "Speeding 40 Miles Per Hour or More in Excess of the Applicable Limit"
- Section I "Reckless Driving"
- Section J "Leaving the Scene of an Accident Involving Death or Personal Injuries," and
- Section K "Leaving the Scene of an Accident Involving Damage to Vehicle"

Hearing Officer Bastian's recommendation for eliminating these offenses is due to the fact that these sections are not referenced in state statute 625 ILCS 5/11-208.7 "Administrative Fees and Procedures for Impounding Vehicles for Specified Violations." As a result, if the Village elected to keep these offenses in the ordinance, the Village would be required to post signage at the entrances to the Village to give reasonable notice related to the impoundment ordinance and these specific offenses.

In lieu of posting the required notice, it is staff's recommendation to remove those specific offenses from the ordinance.

**VILLAGE OF BARTLETT
DUPAGE, COOK AND KANE COUNTIES, ILLINOIS**

ORDINANCE NO. 2017 - _____

**AN ORDINANCE AMENDING TITLE 6, PART/CHAPTER 19, SECTION 6-19-102 OF THE
BARTLETT MUNICIPAL CODE REGULATING THE SEIZURE AND IMPOUNDMENT OF
VEHICLES USED IN THE COMMISSION OF CERTAIN OFFENSES**

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF BARTLETT, DUPAGE, COOK AND KANE COUNTIES, ILLINOIS**

THIS _____ DAY OF _____, 2017

**PUBLISHED BY AUTHORITY OF THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF BARTLETT, DUPAGE,
COOK AND KANE COUNTIES, ILLINOIS
THIS _____ DAY OF _____, 2017**

ORDINANCE NO. 2017 - _____

**AN ORDINANCE AMENDING TITLE 6, PART/CHAPTER 19,
SECTION 6-19-102 OF THE BARTLETT MUNICIPAL CODE REGULATING
THE SEIZURE AND IMPOUNDMENT OF VEHICLES USED IN THE
COMMISSION OF CERTAIN OFFENSES**

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 Section 6-19-102 of Title 6, Part 19-100 (codified as Chapter 19-100) of the Bartlett Municipal Code is hereby repealed and amended by deleting it in its entirety.

SECTION TWO: That Title 6, Part 19-100 (codified as Chapter 19-100) of the Bartlett Municipal Code, as amended, is further amended by adding thereto new Section 6-19-102 as follows:

**6-19-102: VIOLATION OR OFFENSES SUBJECT TO SEIZURE
AND IMPOUNDMENT:**

Violation or Offense		Statute Reference
A.	Driving while driver's license, permit, or privilege to operate a motor vehicle is suspended or revoked, excluding a suspension for unpaid citation (parking or moving) or due to failure to comply with emission testing.	625 ILCS 5/6-303
B.	Driving under the influence of alcohol, other drug or drugs, intoxicating compounds, or any combination thereof or similar provision of this code.	625 ILCS 5/11-501
C.	Aggravated fleeing or attempt to elude a police officer.	625 ILCS 5/11-204.1
D.	Repealed by Ord. 2017-____; 2-7-2017	
E.	Firearms offenses including unlawful use of a weapon.	720 ILCS 5/24-1
	Unlawful use or possession of weapons by a felon.	720 ILCS 5/24-1.1
	Aggravated discharge of a firearm.	720 ILCS 5/24-1.2
	Reckless discharge of a firearm	720 ILCS 5/24-1.5
	Aggravated unlawful use of a weapon	720 ILCS 5/24-1.6

F.	Possession of a controlled substance	720 ILCS 570/402
G.	Possession of cannabis in excess of 30 grams	720 ILCS 550/4 (c), (d), (e), (f), and (g)
H.	Repealed by Ord. 2017-____; 2-7-2017	
I.	Repealed by Ord. 2017-____; 2-7-2017	
J.	Repealed by Ord. 2017-____; 2-7-2017	
K.	Repealed by Ord. 2017-____; 2-7-2017	
L.	Any crime defined as a "forcible felony" when it also involves the use of a vehicle.	720 ILCS 5/2-8
M.	Driving without a valid driver's license:	625 ILCS 5/6-101
	1. Except a person that had a valid driver's license that is expired for less than one year.	
	2. Except a person who is less than 17 years of age operating a motor vehicle on any street or highway whose license may be invalid because of a violation of the child curfew act. ¹	

¹ 1.720 ILCS 555/0.01; 625 ILCS 5/6-107.1(b). See also section 5-5-1 of this code.

(Ord. 2010-79; 10-19-2010; amd. Ord 2012-48, 6-5-2012; Ord. 2017-____, 2-7-2017.)

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

SECTION 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 effective ten (10) days after its passage, approval and publication in pamphlet form, as required by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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 Ordinance 2017- _____ enacted on _____, 2017, and approved on _____, 2017, and published in pamphlet form on _____, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk



Agenda Item Executive Summary

Engineering Services Agreement with
Christopher B. Burke Engineering, Ltd. for DWC Committee
Item Name Connection Improvements or Board Board

BUDGET IMPACT

Amount:	\$450,000	Budgeted	NA
List what fund	Water Fund		

EXECUTIVE SUMMARY

As part of the transition to Lake Michigan water, the Village will need to make improvements to our water system. This contract is for the installation of a new pump station and reservoirs at the metering station that DuPage Water Commission (DWC) will deliver the water. We did a review of qualifications of the consultants in the area. Since we have been working with Christopher B. Burke Engineering, Ltd. (CBBEL) for several years regarding the water study we believe they are most familiar with this portion of the improvements. The attached agreement will allow us to stay on schedule with completing our transition to DWC by 2019 and our deadline for the USEPA grant.

We plan to utilize the request for qualifications process for the remaining engineering contracts associated with the Bartlett improvements necessary for the water transition.

ATTACHMENTS (PLEASE LIST)

- Memo
- Resolution
- Christopher B. Burke Engineering, Ltd. Contract

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance _____

Motion: I move the Village Board approve Resolution 2017 - _____, a resolution approving the Engineering Services Agreement with Christopher B. Burke Engineering, Ltd.

Staff: Dan Dinges

Date: 2/14/17

Memo

DATE: February 14, 2017

TO: Valerie Salmons
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Christopher B. Burke Engineering Ltd. Engineering Service Agreement

As part of the transition to Lake Michigan water, the Village will need to make improvements to our water system. This contract is for the installation of a new pump station and reservoirs at the metering station that DuPage Water Commission (DWC) will deliver the water. We did a review of qualifications of the consultants in the area. Since we have been working with Christopher B. Burke Engineering, Ltd. (CBBEL) for several years regarding the water study we believe they are most familiar with this portion of the improvements. The attached agreement will allow us to stay on schedule with completing our transition to DWC by 2019 and our deadline for the USEPA grant.

We plan to utilize the request for qualifications process for the remaining engineering contracts associated with the Bartlett improvements necessary for the water transition.

We recommend that the Village Board approve the agreement with CBBEL.

RESOLUTION 2017 - _____

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

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 Christopher B. Burke, Ltd. (“CBBEL”) Proposal for Professional Engineering Services – Bartlett DuPage Water Commission Receiving Station Facility dated January 27, 2017 (the “Proposal”), the CBBEL Standard Charges for Professional Services January 2017 (the “Fee Schedule”), the CBBEL General Terms and Conditions (collectively, the “CBBEL Proposal”), as modified by ADDENDUM NO. ONE, which together with the CBBEL Proposal constitutes the “Agreement”, between Christopher B. Burke Engineering, Ltd. and the Village of Bartlett, a copy of which is attached hereto and is expressly incorporated herein, is hereby approved.

SECTION TWO: That the Village President and 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: February 21, 2017

APPROVED: February 21, 2017

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 2017 - _____ enacted on February 21, 2017, and approved on February 21, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

January 27, 2017

Village of Bartlett
1150 Bittersweet Drive
Bartlett IL 60103

Attention: Daniel Dinges
Director of Public Works

Subject: Proposal for Professional Engineering Services
Bartlett DuPage Water Commission Receiving Station Facility

Dear Mr. Dinges:

In response to your request, Christopher B. Burke Engineering Ltd. (CBBEL) is submitting this Proposal for Professional Engineering Design Services for the **Bartlett DuPage Water Commission Receiving Station Facility**. Included below is our Understanding of the Assignment, Scope of Services, and Engineering Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL is well qualified to perform the design engineering services for the **Bartlett DuPage Water Commission Receiving Station Facility** project. We have worked with the Village Staff and Board to identify alternatives and comparison metrics for those alternatives for evaluating the Village's long term water supply options. We have provided consultation to the Board during the course of the Board arriving at the decision to use the DuPage Water Commission as the Village's future water provider. We have prepared an up to date hydraulic model of the Village's potable system and are currently fine tuning how the hydraulics of the new **Bartlett DuPage Water Commission Receiving Station Facility** will integrate into the Village's water supply system to provide the current and future water supply needs throughout the Village. We will utilize the results of the hydraulic modeling to complete the design parameters and final sizing the components of the receiving station articulated in the sub-paragraphs below.

Our qualified Staff is experienced in the design, construction and operating aspects of numerous water connection facilities between water providers and end users including DuPage Water Commission, NSMJAWA, CLCJAWA, Oak Lawn, Hillside-Berkeley Water Commission, Lincolnwood and several others. Our company project resume includes the design of pump stations, water storage facilities, inter-pressure zone pumping/pressure reducing stations, SCADA and control systems, and water transmission and distribution mains. Knowledge and experience in the nuances of the interaction of all these components of water supply facilities will be necessary for the successful design of the **Bartlett DuPage Water Commission Receiving Station Facility**.

The proposed improvements for the **Bartlett DuPage Water Commission Receiving Station Facility** will encompass pressure reducing and flow regulating valves and piping systems, pumps, pump station building design, electrical supply and distribution, SCADA and control system design, storage tanks and yard piping design. Our staff of over 190 has extensive background and experience in each of these engineering areas of expertise.

We propose to provide design engineering services for the **Bartlett DuPage Water Commission Receiving Station Facility** improvements consistent the facilities contemplated in the Village's water service agreement with the DuPage Water Commission. The **Bartlett DuPage Water Commission Receiving Station Facility** will be constructed on property already owned by the Village adjacent to the Public Works Administration Building on Bittersweet Drive. The components of the facility are briefly described below:

DuPage Water Commission Meter Station

The Commission Metering Station component is owned by the Commission. During the original construction of the Commission system, the metering stations were separate standalone structures. In order to reduce the overall costs of the facilities, some of the members that have joined the Commission since the original construction have housed the Commission Metering Station within structures owned by the customers and provided the Commission with legal access to the separated "Commission Side" of the stations. The design of the **Bartlett DuPage Water Commission Receiving Station Facility** will accommodate the Commission's Metering Station in one of the two ways described above. The design will be coordinated with the Village and the Commission such that the end metering station product is acceptable to both parties.

Pressure Reducing and Rate of Flow Control Valves

After the water leaves the Commission Metering Station it becomes the property of the Village. The Commission requires that the water go through pressure reducing valves before use by the Village. Rate of flow control valves are normally provided downstream of the pressure valves and used by the Village to control the flow of water that the Village receives from the Commission. The water after passing through the rate of control valves will flow into the proposed ground storage tanks discussed below. The rate of flow control valves provide flexibility in how Village operates the overall system.

Surge Relief Valves

The Commission also requires that the Customer facilities include surge relief valves. Surge relief valves operate to open and reduce over-pressurizing the pipelines that they are protecting. The downstream side of the surge relief valves will be piped to flow into the proposed ground storage tanks. High surge pressures can develop in water transmission mains from the effect of water hammer. A water hammer condition can develop in transmission mains from closing valves on a flowing transmission main too quickly.

Ground Storage Tanks

The **Bartlett DuPage Water Commission Receiving Station Facility** will include two steel water storage tanks on the Public Works site. Two tanks are proposed rather than one to allow duplicity of the tanks and provide the ability to take one tank out of service for maintenance or painting while maintaining the overall operation of the other components of the Receiving Station. The tanks will be supplied water from the

pressure reducing and rate of flow control valves discussed above. The steel tanks will be relatively low profile with an anticipated sidewall height of approximately 32-feet. The combined storage volume of the two tanks will be approximately 3.0 million gallons consistent with the Village's agreement with the Commission. The structural design of steel tanks and their foundations is the responsibility of the steel tank provider as will be defined in the bidding and contract documents prepared for the construction of the tanks. If during the course of the design of the **Bartlett DuPage Water Commission Receiving Station Facility** the type of storage tanks is changed to a cast-in-place concrete type tank, a negotiated change for engineering scope and fee will be required in order to provide the engineering structural design of the concrete tanks.

High Service Pumps

The **Bartlett DuPage Water Commission Receiving Station Facility** will include new split-case horizontal high service pumps. The high service pumps will take suction from piping connected to the Ground Storage Tanks described above and will pump to Bartlett's distribution tanks. The pumps will operate variable speed using variable frequency drives that will be included as part of the electrical components of the Receiving Station.

Yard Piping

Yard Piping will be designed to:

- Connect the Commission water transmission main to the receiving station facility
- Provide supply piping from the receiving station to the water storage tanks
- Provide suction piping from the water storage tanks to the pumps in the receiving station facility
- Provide discharge piping from the pumps in the receiving station facility to connect into the Village's water distribution system
- Valves and hydrants will be provided for isolation of the tanks and to provide drain, flushing and disinfection capabilities

Electrical Service, Electrical Distribution and Standby Power Generator

The station design will include electrical wiring, switchgear and electrical distribution needed to operate the receiving station. The design of a standby power generator and automatic transfer switch will be included to provide emergency power in the event of a power outage. Electrical service for the receiving station will be coordinated with ComEd. variable frequency drives for the high service pumps will be included in the electrical design. The electrical design will also include the station lighting and exterior yard lighting.

Station Controls and SCADA

Controls for the operation of the receiving station will be included in the design engineering of the receiving station. This will include specifications and drawings for instruments such as flow meters, and pressure and level transmitters. Other equipment to be included in the specifications and drawings for control and SCADA are programmable logic controllers, operator interface panels wiring and programming requirements.

Pump Station Building

A pump station building will be included. The construction materials for the building will be determined during preliminary design phase of the project and are currently

anticipated to be concrete footings, foundation walls, and floors; unit masonry (brick and block) walls, and flexicore or steel truss roof. The building is currently anticipated to require 2,400 to 2,800 square feet for the valves, piping, pumps, control room, standby generator and chlorine touch up equipment; plus approximately 600 square feet for the Commission's Meter Station.

Sitework

The design drawings will show finished grades and drainage for the site, define restoration (expected to be predominately seeding) and access drives and walkways associated with the facility.

Perimeter Landscaping

Plantings and trees to be provided to meet Village requirements and expectations will be included in the design. This work will be by our Staff Landscape Architect.

SCOPE OF SERVICES

Task 1 – Topographic and JULIE Survey: The project team will perform a full topographic survey of the project area (2.5± ACRE PUBLIC WORKS FACILITY) for use in the Construction Document. We will perform the following survey tasks:

Horizontal Control: Utilizing state plane coordinates we will set recoverable primary control utilizing state of the art GPS equipment.

Vertical Control: We will perform a level circuit throughout the entire length of the project establishing benchmarks and assigning elevations to the horizontal control points. The elevations will be based on NAVD of 1988.

Existing Right-of-Way: We will establish the existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: We will field locate all pavements, driveways, curb and gutters, building corners and front doors, ADA corner ramps, stoops/stairs, overhanging building signs and canopies, all parkway planted trees, fences, retaining walls, pavement markings, signs, manholes, utility vaults, drainage structures, driveway culverts, cross road culverts, etc., within the above noted survey limits for the project.

Cross Sections: We will survey cross sections along the project limits at 50 foot intervals, at driveways, and at all other grade controlling features. The cross sections will extend 20 feet beyond the existing right-of-way lines (where possible).

Utility Survey: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.

Utility Survey Expanded Scope: We will, with staff assistance, call a JULIE meet for the project limits. A more intensive utility search is required to ideally, avoid some of the underground conflicts what were experienced in Phase I.

Tree Survey: We will locate all planted trees and all volunteer trees over 6 inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species and the size and condition determined as appropriate.

Base Mapping: We will compile all of the above information into one base map representative of existing conditions of the project corridor for use in all engineering work in developing the proposed improvements.

JULIE Utility Survey: CBBEL will coordinate with utility owners and with JULIE Utility Coordination to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems

Task 2 – Preliminary Design Engineering

During Preliminary Engineering, CBBEL will review the layout of the facilities for potential conflicts with existing utilities on the site, perform hydraulic calculations, and establish performance criteria for the piping, valves, pumps, storage tanks, building plan and materials, electrical, and controls and SCADA. In addition, CBBEL will subcontract with TSC, Inc. to take soil borings proposed storage tanks and receiving station structure and provide a geotechnical report that will be used for the structural engineering design of the receiving station structure and inclusion in the contract documents for the design of the storage tank foundations. The results of the Preliminary Design Engineering phase will be summarized in a Design Memorandum that will serve as the basis for the Design Engineering phase.

Task 3 –Design Engineering

CBBEL will perform the Structural Engineering, Mechanical/Electrical Engineering, and Civil Engineering necessary for the project improvements articulated in the Understanding of the Project. During the Design Engineering phase, the bidding documents, contract documents, technical specifications, drawings and details for the **Bartlett DuPage Water Commission Receiving Facility** will be prepared for securing a contractor for the construction of the improvements.

Task 4 – Engineer’s Opinion of Probable Construction Cost / IEPA Construction Permit

CBBEL will prepare an Engineer’s Opinion of Probable Construction Cost for the improvements at the completion of the Preliminary Design Task, at the 75% completion of the Design Phase and upon completion of the Design Phase. Upon completion of the Design Phase CBBEL will prepare the IEPA Construction Permit Application forms for execution by the Village and submittal to the Agency.

Task 5 – Bidding Assistance

CBBEL will assist the Village with Advertising the project to prospective contractors, attend a pre-bid conference, respond to bidders written questions, issue clarifying addenda as required in response to bidder’s questions, attend the bid opening, review and tabulated the bids received for conformance with the bidding requirements, and make a recommendation for the award of the project.

Task 8 – Meetings and Project Administration

CBBEL will attend monthly progress meetings with Village Staff and provide project status updates throughout the design of the improvements. CBBEL will also attend all coordination meetings required to interface with the DuPage Water Commission and obtain the

Commission's approvals as required in the Village's agreement with the Commission. CBBEL will attend Village Board Meetings as requested by Village Staff to provide status updates to the Board as the project progresses.

Task 9 – IEPA Loan Application

Securing an IEPA loan is anticipated financing the project, CBBEL will perform the necessary design engineering tasks that are required under State Revolving Loan Program. These tasks include assisting the Village with preparing the Loan Application documents, inclusion of federal and state requirements in the bidding and contract document package, modifying the technical specifications to comply with the Loan requirements and reviewing bids for conformance with the Loan requirements.

IEPA PROFESSIONAL SERVICES COMPLIANCE REQUIREMENTS
FROM SECTION 365.630 - CONTRACTS FOR PERSONAL AND PROFESSIONAL
SERVICES
TITLE 35 OF THE ILLINOIS ADMINISTRATIVE CODE
SUBTITLE C, CHAPTER II, PART 365

CBBEL agrees to audits and provision of access to records as follows:

Books, records, documents and other evidence directly pertinent to performance of WPCLP loan work under this engineering services agreement shall be maintained in accordance with generally accepted accounting principles. The Illinois Environmental Protection Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection of books, records, documents and other evidence.

Any audits conducted pursuant to Water Pollution Control Loan Program (WPCLP) loan work under this engineering services agreement shall be in accordance with auditing standards generally accepted in the United States of America.

All information and reports resulting from access to records pursuant to WPCLP loan work under this engineering services agreement shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

Records shall be maintained and made available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 365.650 (Disputes) of Title 35 of the Illinois Administrative Code, Subtitle C, Chapter II, Part 365, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees Clause:

CBBEL warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment:

A completed "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with Federal Executive Order 12549 (Appendix A, Exhibit C) will be provided as needed to become an attachment to this engineering services agreement.

Scope of the Engineering Services:

The scope of engineering services to be performed under the Engineering Agreement is detailed in this agreement under the heading – **Scope of Services**.

Project Schedule:

The schedule for the engineering services to be performed under the Engineering Agreement is detailed in this agreement under the heading – **Project Schedule**.

Compensation:

The compensation for the engineering services to be performed under the Engineering Agreement is detailed in this agreement under the heading – **Engineering Fee**.

DBE Affirmative Action:

CBBEL acknowledges that disadvantaged business enterprises are to be utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of United States Environmental Protection Agency's (USEPA's) Assistance Agreement with IEPA, CBBEL acknowledges that the fair share percentages are 5% for Disadvantaged Business Enterprise (DBE) and 12% for Women's Business Enterprise (WBE). Because none of the sub-contracted professional services to be performed under this agreement is below the \$25,000 threshold, CBBEL does not anticipate participation of DBE or WBE companies for providing the professional services detailed in the **Scope of Services**.

Non-Discrimination:

CBBEL shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. CBBEL shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial assistance agreements. Failure by CBBEL to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.

ENGINEERING FEE

The proposed fee for the **Bartlett DuPage Water Commission Receiving Facility Scope of Services** will be:

ESTIMATE OF FEE

Task	Fee
Task 1 – Topographical and JULIE Survey	\$9,000
Task 2 – Preliminary Design Engineering	\$145,000
Task 3 – Design Engineering	\$213,000
Task 4 – Engineer's Opinion of Probable Construction Cost / IEPA Construction Permit	\$7,500
Task 5 – Bidding Assistance	\$5,500
Task 6 – Meetings and Project Administration	\$18,000

Task 9 – IEPA Loan Application	\$35,000
Sum - Tasks 1 through 9	\$433,000
Sub-Consultant (Geotechnical)	\$15,000
Direct Costs	\$2,000
Total with Sub-Consultant and Direct Costs	\$450,000

PROJECT SCHEDULE

If an IEPA Loan is to be used to finance the project, the Project Schedule can be dictated by the process involved with several steps of obtaining approvals prior to bidding.

The planned schedule for this project is to complete engineering activities in calendar 2017 with construction Contracts bidding and award in early calendar 2018. Approximately 12 -14 months is anticipated for the construction, startup and acceptance of the facilities making DuPage Water Commission water available to Bartlett residents on or before May 2019.

We will bill you at the hourly rates specified on the attached Schedule of Charges for Professional Services and establish our contract in conformance with the attached General Terms and Conditions, both of which are expressly incorporated into and are an integral part of this contract for Professional Engineering Services. The Scope of Services described above and related fee estimate are based upon information known to date. It shall be understood that CBBEL shall be allowed the opportunity to adjust our fee as additional information about this project is obtained and/or our level of participation increases beyond that for which we have budgeted. Engineering services performed for tasks not included in the proposal and/or beyond customary engineering efforts shall be billed to you on a time and materials basis.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



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

MEE/mee/pjb

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2017

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	257
Engineer VI	232
Engineer V	191
Engineer IV	155
Engineer III	140
Engineer I/II	110
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CAD Manager	161
Assistant CAD Manager	140
CAD II	140
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GIS Specialist III	135
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Environmental Resource Specialist III	128
Environmental Resource Specialist I/II	105
Environmental Resource Technician	105
Administrative	98
Engineering Intern	59
Information Technician III	118
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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, 2017.

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.

ADDENDUM NO. ONE to Christopher B. Burke Engineering, Ltd. ("CBBEL") Proposal for Professional Engineering Services – **Bartlett DuPage Water Commission Receiving Station Facility** (the "Proposal") dated January 27, 2017; the Christopher B. Burke Engineering, Ltd. Schedule of Charges for Professional Services dated January, 2017 (the "Fee Schedule"); and the Christopher B. Burke Engineering, Ltd. General Terms and Conditions (the "CBBEL Terms and Conditions") regarding the engineering design services for the Bartlett DuPage Water Commission Receiving Station Facility (collectively, the "CBBEL Proposal"), together with and as modified by this Addendum shall constitute the "Agreement" between the Village of Bartlett (the "Village" or the "Owner") and Christopher B. Burke Engineering, Ltd. (the "Engineer") (collectively, the "Parties").

The CBBEL Proposal is hereby modified by adding the following Sections thereto:

1. The plans, specifications and drawings prepared by the Engineer and its consultants shall comply with all applicable federal, state and local rules, regulations, codes and ordinances, including, but not limited to the Village of Bartlett Codes and Ordinances, and the regulations and requirements of the DuPage Water Commission or other governmental agencies having jurisdiction over the project areas (collectively, the "Laws") in effect at the time said plans and specifications and drawings are prepared by the Engineer, with the most stringent Laws controlling. In the event such Laws are amended following the preparation of said plans, drawings and specifications and/or in the event applicable codes and/or regulations are enacted following such plan and specifications preparation, Engineer shall revise same accordingly, and shall be compensated for such revisions in accordance with the hourly rates set forth in the Fee Schedule, a copy of which is attached hereto and is expressly incorporated herein. Engineer and its consultants shall similarly comply with all applicable Laws in providing its engineering services hereunder.

2. Time is of the essence and the Engineer shall complete Tasks 1-9 inclusive as set forth in the proposal by the dates under the heading "PROJECT SCHEDULE".

3. The Agreement and all Addendums thereto shall be construed, and governed in accordance with Illinois law, and the exclusive venue for enforcement of this Agreement shall be the Circuit Court of Cook County, Illinois.

4. Engineer shall procure and maintain for the duration of the Agreement, and for the three (3) years thereafter, at its sole cost 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 Engineer, its agents, representatives, employees, or subcontractors, of the types of coverages and in the minimum amounts listed as follows:

A. Commercial General Liability Insurance and Excess/Umbrella Insurance

i. Engineer shall procure and maintain commercial general liability (CGL) insurance with a limit of not less than \$2,000,000 each occurrence, with a general aggregate limit of not less than \$5,000,000.

a. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverage on an occurrence basis, and shall cover liability arising from premises, operations, independent contractors, products and completed operations, property damage, bodily injury and personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

b. The Village of Bartlett, and its respective officials, officers, employees, directors, agents, successors and assigns shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26, or blanket additional insured status, primary and non-contribution coverage, and waiver of subrogation per form CGD3810907 (collectively, the "Additional Insured"). This insurance shall apply as a primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them. Any insurance or self-insurance maintained by the Additional Insured, or any of them, shall be in excess of Engineer's insurance and shall not contribute with it.

ii. The Engineer shall maintain an excess/umbrella liability insurance with a limit of not less than \$5,000,000 each occurrence and with an aggregate limit of not less than \$5,000,000.

iii. If the Village has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or CG D3 81 09 07 under the Commercial General and Umbrella Liability Insurance required in this Contract, or under the Umbrella Liability Insurance, the Engineer waives all rights against the Additional Insured, and all of them, for recovery of damages arising out of or incident to the Engineer's work.

B. Professional Liability Insurance

Engineer shall maintain professional liability insurance with a limit of not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, with a deductible not to exceed \$150,000 without prior written approval of the Village.

i. If the policy is written on a claims made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be

required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

ii. Professional liability insurance that provides indemnification for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

- a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications; and

C. Business Auto Liability Insurance

Engineer shall maintain business auto liability with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

i. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, Code 1 (any auto), or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Engineer shall maintain workers compensation as required by statute and employers liability insurance. The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease, with a policy limit of not less than \$1,000,000.

E. General Insurance Provisions

i. *Evidence of Insurance*

Prior to beginning work, Engineer shall furnish Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

- a. All certificates shall provide for 30 days' written notice to Village prior to the cancellation or material adverse change of any insurance referred to therein. Such written notice to Village shall be by certified mail, return receipt requested.
- b. Failure of Village to demand such certificate endorsement or other evidence of full compliance with these insurance requirements or failure of Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Engineer's obligation to maintain such insurance.

- c. Village shall have the right, but not the obligation, of prohibiting Engineer from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Village.
- d. Failure to maintain the required insurance may result in termination of this Agreement at Village's option.
- e. Engineer shall provide certified copies of all insurance policies required above within 10 days of Villages' written request for said copies.

ii. *Acceptability of Insurers*

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A minus, VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A minus, VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

iii. *Cross-Liability Coverage*

If Engineer's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

iv. *Deductibles and Self-Insured Protection*

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Engineer may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, agents, successors and assigns, or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses, except as expressly provided herein to the contrary.

v. *Subcontractors and Consultants*

Engineer shall cause each subcontractor and consultant employed by or acting on behalf of Engineer to purchase and maintain insurance of the types and amounts of coverages specified above, except for the Umbrella Liability Insurance and Professional Liability Insurance. When requested by the Village, Engineer shall furnish copies of certificates of insurance evidencing coverage and additional insured endorsements for each such subcontractor and consultant.

5. Section 10, paragraph 1 of the CBBEL Terms and Conditions is deleted and is replaced with the following: Indemnification. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the Village and its officers, officials, employees, directors, successors and assigns (collectively, the "Indemnified Parties") from and against all claims, damages, losses and expenses, including, but not limited

to, reasonable legal fees (attorneys' and paralegals' fees and court costs), arising out of the negligent performance of any work performed by or on behalf of Engineer hereunder, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction or damage of tangible property, including the loss of use therefrom, and (ii) is caused in whole by any wrongful or negligent act or omission of the Engineer, its employees, agents, consultants, subconsultants, , and/or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable ("Engineer's Agents"); except to the extent caused by the negligence of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation to indemnify which would otherwise exist as to any party or person described in this paragraph. Engineer 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 legal fees and court costs, incurred by reason of Engineer's breach of any of its obligations under, or Engineer's default of, any provision of this Agreement. These indemnification obligations shall survive the expiration and/or termination of the Agreement.

6. In Section 10, paragraph 2, of the CBBEL Terms and Conditions, after "arising out of the" delete "sole negligent" and replace with "intentional wilful and wanton".

7. Engineer and Engineer's Agents shall exercise professional skill and judgment in the manner which can be reasonably expected from other engineers performing similar services to those required hereunder including, but not limited to, preparation of drawings, plans, specifications and permit applications.

8. Engineer shall assist Owner in reviewing and evaluating bid submittals to determine the lowest responsible and responsive bidder meeting specifications, at no additional cost to Owner.

9. 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 and/or its officials, officers, employees, volunteers and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

10. Any references in the CBBEL Terms and Conditions that require the Client to indemnify, defend and hold harmless the Engineer and the Engineer's Agents, or any of them, including, but not limited to the provisions set forth in Section 6 paragraphs 4 and 5, Section 7 paragraph 1, Section 9 paragraph 2, Section 10 paragraph 2 (except as modified in paragraph 6 hereof), Section 24 paragraphs 3 and 5, and Section 25 of the CBBEL Terms and Conditions, are hereby deleted.

11. Section 23 of the CBBEL Terms and Conditions and any other provisions in the CBBEL Terms and Conditions which limit damages or the Engineer's total aggregate liability not to exceed the total Engineer's fees are hereby deleted; however, Client agrees that Engineer's total aggregate liability to the Client for any injuries,

claims, costs, losses, expenses, damages of any nature whatsoever or claims or expenses arising out of the Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the limits of the Engineer's insurance coverages required herein. Notwithstanding the foregoing, it is intended by the Parties to this Agreement that Engineer's services hereunder shall not subject Engineer's individual employees, officers, managers, or directors to any personal legal exposure for the risks associated with such engineering services. Therefore, notwithstanding anything to the contrary contained herein, the Village agrees that any claim, demand or suit by the Village hereunder shall be directed and/or asserted only against Christopher B. Burke Engineering, Ltd., a corporation, and not personally and individually against the employees, officers or directors of Engineer.

12. As the scope of services under this Agreement does not include construction observation tasks, the provisions of Section 27 of the CBBEL Terms and Conditions requiring Client to insert a Kotecki Waiver shall not apply.

13. Any references in the CBBEL Terms and Conditions requiring, or which could be construed to require, arbitration including without limitation Section 12 thereof, are deleted.

14. The Proposal dated January 27, 2017, including without limitation the Engineer's Understanding of Assignment, the Fee Schedule and the CBBEL Terms and Conditions, are attached hereto and expressly incorporated herein, and are collectively referred to herein as the "CBBEL Proposal", and with and as amended by this Addendum No. One constitute and are hereinafter collectively referred to as the "Agreement".

15. In the event of a conflict between the terms and conditions of the Proposal, the Fee Schedule, the CBBEL Terms and Conditions, and this Addendum No. One, the terms and conditions of this Addendum No. One shall control.

16. Miscellaneous.

A. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing Engineer may not assign its rights, duties and obligations hereunder without the express written consent of Village, which the Village may withhold in its sole and absolute discretion.

B. The invalidity of any covenant, restriction, condition, limitation or any other part or provision of this Agreement shall not impair or effect in any manner the validity, enforceability or effect of the remainder hereof. The Parties agree that their intention is to enforce and carry out, to the maximum extent allowed by law, the provision of this Agreement. All Parties hereto acknowledge their intent and belief that all provisions are valid and enforceable.

C. This Agreement constitutes the entire agreement between the Parties. No covenants, assurances of additional payments or consideration, promises, representations or warranties have been made except as specifically set forth herein and no provision hereof may be waived, modified or altered except in writing executed by all Parties.

D. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

E. The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto, each of whom was represented by separate counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against any party.

F. 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.

G. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

Village of Bartlett

Christopher B. Burke Engineering, Ltd.

By: _____
Kevin Wallace, President

By: _____
Christopher B. Burke, President

Attest:

Attest:

Lorna Giless, Village Clerk

Name: _____
Its: Assistant Secretary

VILLAGE OF BARTLETT
 BARTLETT DUPAGE WATER COMMISSION RECEIVING STATION FACILITY
 WORK EFFORT AND FEE STRUCTURE ESTIMATE
 2017 Rates
 January 27, 2017

Fee Rate	Classification & Hours											Total Hours	% of Hours	Total Fee & Direct Costs	Total by Task	
	Principal (\$257)	Project QA/QC (Eng. VI) (\$232)	Project Manager (Eng. V) (\$191)	Senior Engineer (Eng. IV) (\$155)	Design Engineer (Eng. III) (\$140)	Engineer I/II CAD (\$110)	Survey Manager (Sur V) (\$213)	Survey IV (\$180)	Survey II (\$115)	Survey I (\$90)	Admin (\$98)					Direct Costs
1. TOPOGRAPHICAL AND JULIE SURVEY																
a. Field Survey									24	24				48	1.8%	\$4,920.00
b. JULIE / Utility Coordination						6								6	0.2%	\$660.00
c. Base Map and CAD				8			4	8						20	0.7%	\$3,412.00
Task Total																\$8,992.00
2. PRELIMINARY ENGINEERING																
a. Site (PS and Ground Storage Tanks) Layout			10	24	24									58	2.2%	\$8,990.00
b. Yard Piping Layout			16	40	36									92	3.4%	\$14,296.00
c. Pump Hydraulics			16											16	0.6%	\$3,056.00
d. Pressure Reducing, Rate of Flow Control and Pressure Relief Valve Hydraulics			16											16	0.6%	\$3,056.00
e. Pump Station Inside Piping Layout			12	20	24									56	2.1%	\$8,752.00
f. Pump Station Building Layout (Control Room, Generator Room, DWC Metering Station)			16	40	20									76	2.8%	\$12,056.00
g. DWC Metering Station Layout			16	10	12									38	1.4%	\$6,286.00
h. Coordination with DWC			16											16	0.6%	\$3,056.00
i. Ground Storage Tank Design Parameters			16	40	10									66	2.5%	\$10,656.00
j. Coordinate Geotechnical Investigation			4	16	16									36	1.3%	\$5,484.00
k. Coordinate ComEd Service			4		8									12	0.4%	\$1,884.00
l. QA/QC	4	12												16	0.6%	\$3,812.00
m. Layout Drawings (30%)			20	120	80									220	8.2%	\$33,620.00
n. Specifications (30%)			40		24					6				70	2.6%	\$11,588.00
o. Design Memorandum			60	24	24									108	4.0%	\$18,540.00
Task Total																\$145,132.00
3. DESIGN ENGINEERING																
a. Coordination with DWC			24								2			26	1.0%	\$4,780.00
b. Site Design Drawings			16	60	44									120	4.5%	\$18,516.00
c. Electrical Design Drawings			16	80	80									176	6.5%	\$26,656.00
d. Receiving Station Structural/Architectural Design Drawings			60	120	80									260	9.7%	\$41,260.00
e. Mechanical Pump and Valve Design Drawings			60	80	62									202	7.5%	\$32,540.00
f. HVAC Design Drawings			8	24	16									48	1.8%	\$7,488.00
g. SCADA Design			40	16	32									88	3.3%	\$14,600.00
h. Ground Storage Tank Design			10	100	80									190	7.1%	\$28,610.00
i. QA/QC	8	16												24	0.9%	\$5,768.00
i. IEPA Permit			8	4	12					2				26	1.0%	\$4,024.00
j. Specifications (100%)			80	80						12				172	6.4%	\$28,856.00
Task Total																\$213,098.00
4. OPINION OF PROBABLE CONSTRUCTION COST & IEPA PERMIT																
a. Opinion of Cost (Preliminary, 75% & Final)			8	16	24						2			50	1.9%	\$7,564.00
Task Total																\$7,564.00
5. BIDDING ASSISTANCE																
a. Prebid Meeting			4		4									8	0.3%	\$1,324.00
a. Contractor Questions and Addenda			4	12	2									18	0.7%	\$2,904.00
a. Bid Opening, Bid Review and Award Recommendation			2	4	2									8	0.3%	\$1,282.00
Task Total														0	0.0%	\$0.00
Task Total																\$5,510.00
6. MEETINGS AND PROJECT ADMINISTRATION																
a. Regular Progress Meetings and Project Tracking	24		48		16						4			92	3.4%	\$17,968.00
Task Total																\$17,968.00
7. IEPA LOAN APPLICATION																
a. Project Plan			20	40	10						4			74	2.8%	\$11,812.00
b. Village Ordinances to Secure Loan			8	16										24	0.9%	\$4,008.00
c. Communication with Agency			16	24										40	1.5%	\$6,776.00
d. Consultations and Support - Dedicated Funding Source for Loan Repayment			32	40										72	2.7%	\$12,312.00
Task Total																\$34,908.00
Hours Sub-Total	36	28	726	1050	750	6	4	8	24	24	32	N/A	2688	100%		
% of Hours	1.3%	1.0%	27.0%	39.1%	27.9%	0.2%	0.1%	0.3%	0.9%	0.9%	1.2%					
sub-Total Fee	\$9,252	\$6,496	\$138,666	\$162,750	\$105,000	\$660	\$852	\$1,440	\$2,760	\$2,160	\$3,136	N/A			\$433,172.00	\$433,172.00
Sub-Consultant Direct Costs - Allowance Geotechnical												\$15,000.00			\$15,000.00	\$15,000.00
Direct Costs - Copies and Fed Ex												\$2,000.00			\$2,000.00	\$2,000.00
															\$0.00	\$0.00
Total Fee & Direct Cost															\$450,172.00	\$450,172.00